

# NEW JERSEY STATE BAR FOUNDATION

## Cosponsorship Agreement 2020-2021

In cosponsoring a project with the New Jersey State Bar Foundation (the "Bar Foundation") and accepting IOLTA funds from the Bar Foundation for the purposes of cosponsoring (insert project name) \_\_\_\_\_ (the "Project"), the (insert cosponsor / grantee name) \_\_\_\_\_ (the "Grantee") agrees to the following:

### ACTIVITIES AND ELIGIBILITY PARAMETERS

The Grantee shall restrict the use of funds provided to the purposes specified in New Jersey Supreme Court Rule 1:28A, and to the uses specified in the Cosponsorship Application submitted to the Bar Foundation, and designated by the Bar Foundation as the Project.

All materials produced by the Grantee in relation to the Project shall clearly state:

*This project is cosponsored by the New Jersey State Bar Foundation and made possible through funding from the IOLTA Fund of the Bar of New Jersey. For additional information about the Foundation's other law-related activities, please call 1-800-FREE-LAW or visit the Foundation at [www.njsbf.org](http://www.njsbf.org).*

### REPORTING REQUIREMENTS

The Grantee shall submit quarterly reports no later than 15 days after the end of the quarter outlining in narrative form the activities carried out with the IOLTA funds provided by the Bar Foundation as well as a financial statement detailing the expenditure of the funds and certified by the organization's financial officer or president. Copies of receipts and/or invoices shall be included with the financial report.

Within 30 days of the conclusion of the Project, the Grantee shall file a complete narrative report detailing all activities relating to the Project, including the number of individuals reached or served, and a complete financial statement detailing precise expenditure of funds certified by the organization's financial officer or president. The Grantee agrees to return any unused funds to the Bar Foundation within 30 days of the conclusion of the Project.

## **ASSURANCES**

In accepting funds from the Bar Foundation for the cosponsorship of the Project, the Grantee assures the Bar Foundation that:

1. The Board of Trustees of the Grantee has approved this Cosponsorship Agreement, and the Grantee has the legal authority to apply for the grant, receive the grant, and carry out the Project.
2. The Grantee acknowledges and understands that the grant funding for cosponsorship of the Project is made possible through funding received by the Bar Foundation from the IOLTA Fund of the Bar of New Jersey. The Grantee shall use IOLTA funds provided by the Bar Foundation solely for those activities for which it is receiving funding as outlined in the Cosponsorship Application and any award letter issued by the Bar Foundation, which are limited to the purposes that are charitable or educational within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1954. Use of any portion of the funds, including any interest earned thereon, or other income derived therefrom, for any other activity or purpose shall have the prior written approval of the Bar Foundation.
3. The Grantee shall not discriminate on the basis of race, color, religion, sex, age, handicap, national origin, affectional or sexual orientation, or any other status that is protected by state or federal law, against any person seeking participation in, or the benefits or proceeds of the Project.
4. The Grantee agrees that no funds provided by the Bar Foundation shall be used to directly or indirectly influence: (a) the outcome of any public election or political campaign, or (b) legislation of any governmental body, whether at a local, county, state or federal level.
5. The Grantee understands and agrees that this cosponsorship is a one-time event, and the Bar Foundation may decide not to award the cosponsorship for another period.
6. The Grantee understands and agrees that the Bar Foundation may withhold funds or rescind funds allocated or previously awarded if the applicant fails to comply with this Cosponsorship Agreement or if the Bar Foundation deems any changes to the Project

are inconsistent with the Project's original objectives.

7. The Grantee shall notify the Bar Foundation as soon as possible, but not later than thirty (30) days, of any material developments or changes occurring in the Project during the grant period for which the grant is made. Examples of material developments or changes include, but are not limited to:
  - a. Change of the Project director, contact person, telephone number or office location.
  - b. Change in tax status.
  - c. Any final audit conducted in-house or by any agency.
  - d. Changes or additions to the scope of activities of the Grantee.
8. The Grantee shall abide by the Audit Policy attached hereto and incorporated herein. The Grantee shall provide a copy of an organization-wide annual audit within 150 days after the end of its fiscal year stipulated in the Cosponsorship Application, which shall show as a supplemental schedule, incorporating the line items designated by the Bar Foundation, all receipts and expenditures of IOLTA funds provided by the Bar Foundation for the period of this grant. The Grantee further agrees that the Bar Foundation may audit or cause an audit to be conducted of the grant funds. The Grantee shall also provide the Bar Foundation with a full expenditure report certified by the Board chairperson and chief financial officer within 30 days after the completion of the grant period. *For grants of \$12,000 and under only:* If the Grantee does not conduct an annual audit, the Grantee shall provide within 90 days of the end of the fiscal year, a year-end organization-wide financial statement, with grant expenditures for the Project detailed in a supplemental schedule and certified by the Board chairperson and chief financial officer.
9. The Grantee shall hold harmless, indemnify and defend the Bar Foundation and its employees from any and all liability arising out of this Cosponsorship Agreement and the cosponsorship of the Project.
10. The Grantee understands and agrees that the Bar Foundation may, in its sole discretion, grant funds in greater or lesser amounts and/or for greater or lesser periods of time than requested in the Cosponsorship Application.
11. The Grantee shall abide by the Publications Policy and Video Policy attached hereto and incorporated herein.

12. The Grantee understands and agrees that the Bar Foundation, as a cosponsor, may use all of the materials, ideas or information associated with the Project, and that the Bar Foundation will credit the Grantee as a cosponsor when referring to the Project.
13. The Grantee agrees to provide the Bar Foundation with a copy of any material relating to the Project for review and approval prior to the production of that material.
14. The Grantee agrees to provide the Bar Foundation with its logo to be used by the Bar Foundation on its website, social media platforms and other marketing media. It shall also provide a written story or case study outlining how the grant directly impacted a client, which can be used for the Bar Foundation's marketing purposes (so all appropriate permissions must be obtained by the Grantee before submission).
15. The Grantee shall comply with requirements of federal and state law and regulation as they may apply to the Project and the use of the grant funds, and the Grantee shall not violate any copyright or similar laws in conjunction with the Project.

I have read this Cosponsorship Agreement and understand that upon approval of the cosponsorship, all funds derived from the Bar Foundation are subject to these conditions and restrictions. I certify that the Grantee shall comply with this Cosponsorship Agreement and the aforementioned assurances.

Officer title: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Officer title: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_