

2025 Special Grant Terms and Conditions

By accepting this [\[Program name\]](#) (Special Grant), you (Grantee) agree to the following terms and conditions, which will govern our relationship and your activities involving this Special Grant.

I. Grant Objective and Approved Special Grant.

- A.** The Grantee will use Special Grant funds, as allocated in the final approved Budget, to accomplish the approved Goals, Objectives, and Milestones in the “Performance Plan” tab within *GrantEase*, LSC’s grants management system. These funds are subject to these Special Grant Terms and Conditions and the current Basic Field Grant Terms and Conditions. The approved Special Grant may include multiple funding sources, including this Special Grant, the Grantee’s LSC Basic Field Grant, and other public, private, or tribal grants.

II. Terms and Conditions Applicable to All Special Grants. The following Terms and Conditions apply to all LSC-funded Special Grants.

- A. Goals, Objectives, and Milestones.** Project management is critical to the success of this Special Grant. The Grantee worked with the LSC Special Grant staff member assigned to this Special Grant to finalize the Goals, Objectives, and Milestones, which are located under the “Performance Plan” tab in *GrantEase*.
 - i. The Goals, Objectives, and Milestones approved by LSC Special Grant staff are incorporated by reference into these Special Grant Terms and Conditions.
 - ii. Grantees can modify any approved Goal, Objective, and Milestone by working with LSC Special Grant staff, who will ensure it is put in *GrantEase*. Some modifications will result in the issuance of a new grant agreement requiring signatory approval from Grantee leadership.
- B. Communicating Changes and Concerns.** Grantees must notify the LSC Special Grant staff member assigned to this Special Grant immediately when changes or concerns regarding this Special Grant arise, including staffing changes, spending changes, contractor changes or issues, partner changes or issues, and subgrant staffing changes or issues. The LSC Special Grant staff member will help address any problems or concerns and can provide guidance on how to request budgetary or programmatic modifications, if necessary.
- C. Approved Budget and Budget Modifications.** The approved Special Grant budget attached to the grant award is also available to the Grantee through *GrantEase* within the grant award. Grantees are expected to expense Special Grant funds consistent with the approved Special Grant budget. The four budget categories in *GrantEase* are: 1. Personnel; 2. Project Expenses; 3. Contracts and Subgrants; and 4. Indirect Costs. If a grantee has not included an allocation for indirect costs in the LSC Share of the

approved Special Grant budget, indirect costs cannot be expensed to the LSC Share of the Special Grant.

Grantees must communicate requests for modifications to the assigned LSC Special Grant staff member and follow any approval procedures as per the specific Special Grant. Amendments are required for any modification that changes the allocation of funds from one category to another. Amendments, if approved, will result in the issuance of a new grant agreement requiring signatory approval of Grantee leadership. Modifications within a single category will not result in the issuance of a new grant agreement.

D. Tracking and Reporting Use of Special Grant Funding. The Grantee will track funds for this Special Grant by grant number and will account for them separately from any other LSC Special Grants, other LSC funds, and non-LSC private and public funds. The Grantee will report funds allocated to this Special Grant by line item in the annual audit report submitted to LSC, with a separate line item for each LSC Special Grant. For additional guidance on these requirements, see [45 C.F.R. Part 1630](#) and the [LSC Financial Guide for LSC Recipients](#).

E. Progress Reports and Payments. Grantees will submit progress reports and initiate requests for payment of expenses incurred no later than 30 days after each reporting period closes, as outlined for this Special Grant in the “Terms” tab of the grant award in *GrantEase*.

- i. Grantees will submit a progress report within 30 days of the close of each reporting period in *GrantEase*, which should include the following:
 1. Progress on the Goals, Objectives, and Milestones established for the grant effort.
 2. Any challenges faced with the Special Grant.
 3. Any changes to team staffing.
 4. Any deviances from the approved Special Grant budget.
 5. Notable accomplishments.
- ii. Grantees will initiate payment requests for expenses incurred during each reporting period within 30 days of the close of the reporting period identified within the “Terms” tab of the grant award in *GrantEase*. In payment requests, Grantees will provide LSC with Special Grant expenditures made during the payment period. The system will not allow Grantees to request payments that exceed the amounts awarded for each budget category without prior approval from LSC. The four budget categories are: 1. Personnel; 2. Project Expenses; 3. Contracts and Subgrants; and 4. Indirect Costs. Special Grant teams may request a more detailed report at any time throughout the grant period.
- iii. Upon receipt of the Grantee’s progress report and payment request, LSC will review and approve, modify, return for corrections, or deny payment as is appropriate under these Special Grant Terms and Conditions and the Goals, Objectives, and Milestones. Payment of requested amounts is conditioned on LSC’s

review of progress toward the Goals, Objectives, and Milestones outlined under the “Performance Plan” tab in *GrantEase*. If the Grantee has not made sufficient progress on the Goals, Objectives, and Milestones, or if additional information is required, payment may be withheld temporarily until the Grantee makes progress and provides additional information or appropriately adjusts the Goals, Objectives, or Milestones. If the Grantee does not meet any of the Goals, Objectives, or Milestones or circumstances change to make them unattainable, LSC will work with the Grantee to either terminate or amend the grant award.

- iv. Grantees may make an Ad hoc payment request for funds on an as-needed basis. Ad hoc payment requests seek funds for a specific purpose, which cannot wait until the regularly scheduled payment request. Grantees interested in an Ad hoc payment request should first contact LSC Special Grant staff.

F. Final Progress Report, Narrative Report, and Payment Request: On or before the final progress report date of the reporting schedule, the Grantee will submit a final progress report, a final payment request, and will upload a narrative report and financial report that will assist LSC in evaluating the overall effectiveness and impact of the work completed under the Special Grant.

- i. In addition to the Final Progress Report, each Special Grant team has a template for the required narrative Final Report that provides information on the entire grant term. Templates will be accessible in *GrantEase*.
- ii. The Special Grant Detailed Budget Final Financial Report will be a template and report the expenses incurred during the grant term on a line-item level.
- iii. This information allows LSC to evaluate the overall effectiveness and impact of the project and the work completed under the Special Grant.

G. Time and Recordkeeping. The Grantee must give its employees sufficient time to complete the necessary work on this Special Grant, as established under this grant. The Grantee must allocate staff time to this Special Grant consistent with the allocations listed in the approved budget, but the total time that an employee spends on this Special Grant *and* other Grantee-assigned work combined cannot exceed one (1) Full-Time Equivalent (FTE). The Grantee will track and keep accurate records of all time spent working on this approved Special Grant by *any* of the Grantee’s staff members or staff of its subgrantees, including “in-kind” contributions of time (*i.e.*, time that is not chargeable to these Special Grant funds). Attorneys and paralegals working on this Special Grant must keep time as required by [45 C.F.R. 1635](#). All other staff and subgrantees must maintain personnel activity reports supporting all salary and wages directly charged to this Special Grant as required by [45 C.F.R. 1630.5\(d\)](#).

H. Private Attorney Involvement (PAI)—*Special Grant Funds Ineligible.*

[45 C.F.R. Part 1614](#) requires LSC Grantees to allocate an amount equivalent to 12.5% of their annualized basic field award to involve private attorneys in their legal

services delivery system (“PAI requirement”).

- i. Grantees may not count any Special Grant funds toward the PAI requirement (including Special Grant funds used for procurements, subgrants, or in-kind subgrants). This prohibition does not apply to other funds (*e.g.*, non-LSC funds or LSC Basic Field grant funds) that are used to support the Special Grant project.

For example, the Grantee operates an online legal information service using volunteer attorneys. It meets all the Part 1614 criteria. Half of the service's budget comes from Special Grant funds and does not count towards the PAI requirement. The other half comes from the Grantee's Basic Field grant or an IOLTA grant, and those funds can apply to the PAI requirement.

- I. LSC Logo.** In addition to the provisions regarding the use of the LSC Logo specified in the Basic Field Grant Terms and Conditions, work products developed or improved with Special Grant funds and materials that are used to promote Special Grant projects, including publications, websites, videos, and webcasts, must display LSC's logo, which is available at <https://www.lsc.gov/media/media-gallery/lsc-logos>.

- J. Amendments.** A Grantee may request an amendment to the grant award by contacting the LSC Special Grant staff member assigned to this Special Grant. Amendments require LSC approval for one or a combination of the following changes to the grant:

- i. *Period (Grant term).* A period amendment allows the Grantee to amend the grant's timeline (*i.e.*, a no-cost extension, which allows a Grantee additional time beyond the grant term to continue accomplishing Special Grant goals at no cost to LSC).
- ii. *Budget.* See Section II.E. Approved Budget and Budget Modifications above.
- iii. *Goals/Objectives.* See section II.A. Goals, Objectives, and Milestones, particularly subsection ii above.

If approved, the amendments listed above will result in the issuance of a new grant award reflecting the updated period, budget, and/or goals/objectives requiring signatory approval of Grantee leadership.

- K. Closeout.** At the end of the grant term or when this Special Grant is voluntarily or involuntarily terminated, the Grantee will comply with the instructions for completing an orderly closeout of this Special Grant provided by the assigned LSC Special Grant staff member. All close-out activities must be concluded no later than 90 days from the grant term's end date or termination. Once LSC receives complete and required closeout information, including the final payment request, LSC staff will review and provide the Grantee with the final grant payment, assuming all Special Grant required documents are approved. LSC will finalize closeouts within 90 days of the submission of all materials. Closeouts may take longer depending on issues that arise. Grantees

must retain all grant-related records after the grant term as prescribed by the new [LSC Financial Guide](#), effective January 1, 2023.

L. Termination.

- i. *Automatic Termination.* This Special Grant automatically terminates if the Grantee's Basic Field grant is terminated, for any reason.
 1. Automatic terminations are not appealable. Grantees may, however, appeal discretionary terminations to the LSC President within 15 business days of receiving LSC's termination notice. Grantees may also request to meet with the LSC President. The LSC President's decision will be provided to the Grantee in writing and is final and not appealable.
- ii. *Voluntary Termination.* The Grantee can request that the Special Grant be terminated for reasons outside of the Grantee's reasonable control (*e.g.*, key staffing changes, technology limitations, a failed proof of concept, etc.).
- iii. *Discretionary Termination.* LSC may terminate this Special Grant by providing written notice to the Grantee of the following:
 1. the Grantee has failed to timely submit a required progress report unless LSC, in its sole discretion, grants an extension of time in which to submit the report;
 2. the Grantee is in substantial violation of these Terms and Conditions;
 3. the Grantee's Special Grant performance is deficient; or
 4. due to circumstances outside of the Grantee's reasonable control, LSC has determined the Grantee cannot perform the approved Goals, Objectives, and Milestones that form the basis for the Special Grant effort (*e.g.*, key staffing changes, technology limitations, a failed proof of concept, etc.).
 5. due to significant organizational leadership, management, or staffing changes, LSC has determined that the Grantee cannot effectively perform or complete the approved Goals, Objectives, and Milestones that form the basis for the Special Grant.

M. Property—Real and Personal. All property purchased with Special Grant funds is subject to LSC requirements for property acquisition, use, and disposal established at [45 C.F.R. Parts 1630](#) and [1631](#), which continue to apply past the end of the Special Grant. At the end of the Special Grant, the Grantee must evaluate whether it continues to have a use for property purchased with Special Grant funds and determine whether to retain or dispose of that property.

N. False Statements. Grantees must certify that the information provided in a Special Grant application and the information provided in all supporting documents and forms is true and correct in all material respects. As such, grantees should understand that knowingly making a false statement to obtain funding is punishable under the law, including 18 USC 1001 and 3571, by imprisonment of not more than five years and/or a fine of up to \$250,000; under 15 USC 645 by imprisonment of not more than two years and/or a fine of not more than \$5,000; and, if submitted to a Federally insured

institution, under 18 USC 1014 by imprisonment of not more than 30 years and/or a fine of not more than \$1,000,000.

III. Grant Terms Specific to Special Grant Programs

A. Technology Initiative Grant (TIG) recipients

- i. At least one grant staff member must attend the TIG Grantee meeting, which will take place at a time and date to be determined. At least one staff member, whose attendance will benefit your Special Grant, must attend LSC's Innovations in Technology Conference (ITC) held in January 2026. The Grantee is responsible for registering at least one staff member for the ITC no later than 30 days prior to the ITC.
- ii. If this Special Grant is terminated for deficient performance or failure to submit a required progress report timely, the Grantee may be barred from receiving another TIG for three years. If this Special Grant is voluntarily terminated because circumstances outside of the Grantee's reasonable control make it impossible to perform the approved Special Grant project (*e.g.*, key staffing changes, technology limitations, a failed proof of concept, etc.), the Grantee is still eligible for future TIGs.

B. Pro Bono Innovation Fund (PBIF) recipients

- i. PBIF Project, Sustainability, and Transformation Grantees will upload a Special Grant Interim Financial Report as an attachment to their Progress Report every 12 months. The Special Grant Interim Financial Report will be based on a template and report the expenses incurred cumulatively at a line-item level.
- ii. PBIF Planning Grantees will not submit a final narrative report. In place of the final narrative report, Planning Grantees will upload a copy of their assessment report and any other implementation documents to their final progress report.
- iii. At least one grant staff member must attend the annual PBIF Grantee meeting, which will take place at a time and date to be determined.
- iv. If this Special Grant is terminated for deficient performance or failure to submit a required milestone report timely, the Grantee may be barred from receiving another PBIF Grant for three years. If this Special Grant is voluntarily terminated because circumstances outside of the Grantee's reasonable control make it impossible to perform the approved Special Grant project (*e.g.*, key staffing changes, technology limitations, a failed proof of concept, etc.), the Grantee is still eligible for future PBIF Grants.

C. Disaster Relief Emergency Grant and Disaster Supplemental Appropriation Grant recipients

- i. Grantees will upload a Disaster Interim Financial Report as an attachment to their Progress Report every reporting period. The Disaster Interim Financial Report will be a template and report the expenses incurred cumulatively at a line-item level.
 - ii. Grantees with Disaster Relief Emergency Grants and Disaster Supplemental Appropriation Grants should ensure that any materials developed under this Special Grant are included on the Legal Aid Disaster Resource Center (LADRC) website by submitting such materials with their Progress Report in the relevant reporting period.
 - iii. Grantees will help promote the LADRC.org and heartlanddisasterhelp.org websites as resources for attorneys, volunteers, and survivors.
 - iv. Grantees with Disaster grants must assign a staff member as the point of contact for the Disaster grant, who will work with the LSC Special Grant staff member throughout the grant term.
- IV. Basic Field Grant Terms and Conditions Incorporated by Reference.** The current and future Basic Field Grant Terms and Conditions are incorporated by reference and merged into these Terms and Conditions and apply to this Special Grant. Where the Basic Field Grant Terms and Conditions conflict with these Special Grant Terms and Conditions, the language of these Special Grant Terms and Conditions will control. To the extent possible, however, the Special Grant and Basic Field Grant Terms and Conditions should be construed to give maximum effect to the language of both documents. Please pay close attention to the following basic field requirements that apply to this Special Grant.
- A. Conflicts of Interest.** Grantees must apply their conflicts policies to all work under this Special Grant, including checking for and resolving all actual or apparent conflicts.
 - B. Cost Standards and Procedures—**[45 C.F.R. Part 1630](#) applies to all Special Grants.
 - C. Procurement—**[45 C.F.R. Parts 1630](#) and [1631](#) apply to all procurements using funds awarded under this Special Grant, including acquiring real and personal property and services.
 - D. Subgrants—**[45 C.F.R. Part 1627](#) applies to all subgrants involving LSC funds from or LSC-funded in-kind support funded by this Special Grant. After the award of this Special Grant, Grantees must apply for any required LSC prior approvals. 45 C.F.R. § 1627.4(a)(2).
 - E. Program Integrity—**[45 C.F.R. § 1610.7](#) requires that Grantees maintain objective integrity and independence from any organization that engages in restricted activities, including organizations that participate in the Approved Grant Initiative.
 - F. Plain Language and Limited English Proficiency. (Program Letter 04-2)** In developing materials for the public and clients, Grantees must consider and address the unique needs of persons with limited literacy, limited English proficiency, limited

experience with or knowledge of computer-related technologies, limited access to computers, and limited access to most web-based or other computer-related systems. For all new publications, forms, and materials developed or improved with any LSC funds, Grantees must ensure that they are written in a clear, concise, and well-organized manner, consistent with plain language principles, examples of which can be found at www.lep.gov, www.openadvocate.org/writeclearly/, and www.plainlanguage.gov.

G. Accessibility. Grantees must consider and address the unique needs of people with disabilities, including ensuring that all electronic and web-based resources developed or improved with any LSC funds are based on or exceed the accessibility standards established in [Section 508 of the Rehabilitation Act](#) and implementing regulations. *See also* [45 C.F.R. Part 1624](#).

H. Intellectual Property. The [Basic Field Grant Terms and Conditions](#) that address intellectual property also apply to this Special Grant. The following information provides more detail about those requirements, which apply equally to the LSC Grantee's Basic Field Grant and this Special Grant.

- i. Unless the Grantee has an agreement with a third-party vendor establishing otherwise, the Grantee owns all products, technologies, and software that Grantees develop using Special Grant funds ("work products"). Regardless of who owns the work products, the Grantee and LSC have a royalty-free, nonexclusive, and irrevocable license to use, reproduce, distribute, publish, and prepare derivative works of the work products, including making those works available to other LSC Grantees and access to justice partners.
- ii. LSC's license does not apply to existing products, technologies, or software that you or a third-party vendor developed using non-LSC funds ("pre-existing work"). However, if the Grantee uses Special Grant funds to modify or upgrade a Preexisting Work, LSC's license will apply if the modification or upgrade can be licensed and purchased separately from the preexisting work (*e.g.*, as an add-on or a plug-in). If it cannot be licensed and purchased separately, then LSC's license does not apply, and LSC must purchase rights to use or share the modification or upgrade, if desired.
- iii. This provision does not prevent a developer or vendor from charging costs related to the use of the work products, such as implementation, integration, and ongoing use (*e.g.*, hosting and maintenance) costs.
- iv. Grantees must have a written contract with third-party vendors who develop work products or modify pre-existing work in a separately licensable and purchasable way. The contract must include a provision disclosing the Grantee's and LSC's royalty-free, nonexclusive, and irrevocable license and prohibiting third-party vendors from denying its existence, challenging its legality, or interfering with LSC's full exercise of it.

- I. Fund Balance Policy.** One-time and special purpose grants awarded by the Corporation are not subject to the fund balance policy set forth in 45 CFR 1628.4(g) (g). Revenue and expenses relating to such grants shall be reflected separately in the audit report submitted to the Corporation. This may be done by establishing a separate fund or providing a separate supplemental schedule of revenue and expenses related to such grants as a part of the audit report. No funds provided under a one-time or Special Grant may be expended after the grant's expiration date without the Corporation's prior written approval. Absent approval from the Corporation, all unexpended funds under such grants shall be returned to the Corporation.