

**LEGAL SERVICES CORPORATION  
2016 PRO BONO INNOVATION FUND GRANT ASSURANCES**

Grantee agrees that:

1. **Evaluation Plan.** Grantee shall complete an Evaluation Plan for the project that will contain specific Project Activities for it to accomplish as part of this grant. Copies of the Evaluation Plan and Progress Report templates are included with these *Assurances* as Attachment B. The completed Evaluation Plan with Projects Activities require LSC approval, and, once approved, become incorporated in this grant agreement. Any modification of the Evaluation Plan must be approved in writing by LSC, including changes to specific Project Activities and the timeline for achieving Project Activities contained in the Evaluation Plan for this grant. Failure to perform Project Activities in a timely manner may result in the termination of this grant.
2. **Budget.** The final approved budget for the project is a part of the grant award package and included as Attachment C. Grantees are required to obtain prior written approval from LSC for changes in this approved budget when cumulative changes to the approved budget exceed the greater of 10 percent of the grant amount or \$10,000. Prior written approval from LSC must also be obtained when the change to an individual line item in the budget exceeds 20 percent of the affected line item and is a change of at least \$5,000. Requests for changes to the project budget should be made to the Pro Bono Innovation Fund staff person assigned to the grant, who will provide instructions on what must be submitted to request a budget change. If a budget variance is discovered for which prior approval should have been obtained and was not, the Grantee must contact the Pro Bono Innovation Fund staff person assigned to the grant for instructions as soon as the variance is discovered. LSC may disallow costs for any budget variances that lack a required prior approval
3. **Problems, Issues, or Modifications.** Grantee shall report to the assigned Pro Bono Innovation Fund staff person any significant problems, issues or proposed project modifications (e.g., changes in project design, staffing, equipment, contracting, or other changes that would affect the scope, objectives, or activities of the project) within 30 days after these are identified. Changes to the project design, staffing, equipment, or contracting—or that would otherwise affect the scope, objectives or activities of the project—require written approval by LSC prior to implementation. Requests for changes to the project should be made to the assigned Pro Bono Innovation Fund staff person who will provide instructions on what must be submitted to request a change.
4. **Use of Funds.** All funds disbursed by LSC pursuant to this grant shall be used solely for the project for which this grant is being made. In some cases, the ultimate cost of project implementation will be less than the originally approved budget because of project staff turnover, reductions in the anticipated costs of hardware or software, or other factors. The grantee may not repurpose or reallocate these budget surpluses without prior, written, LSC approval. The Grantee may not reallocate surplus funds to different Pro Bono Innovation Fund projects or to other grantee activities. Requests to reallocate surplus funds must demonstrate that the Pro Bono Innovation funds would

be used in a manner related to the original purpose of the grant. Absent such justification and written approval, all surplus funds must be returned to LSC with the grantee's Final Report and Final Financial Report and no later than 60 days from completion of the project. As part of the final payment (or as part of the closeout process if the grant is terminated), the grantee will submit a Final Financial Report in the format of the approved project budget, with any approved modifications. The Final Financial Report must show the actual expenditures on the project, as well as a narrative in the format of the approved project budget template explaining any changes in actual expenditures as compared to the approved budget. Grantee should submit the Final Financial Report to the assigned Pro Bono Innovation Fund staff person. Grantees should consult the current LSC Accounting Guide for LSC Grantees for guidance on financial accounting and reporting standards. <http://www.lsc.gov/grants-grantee-resources/grantee-guidance>

5. **Subgrants and Transfer Rules.** Grantee must comply with LSC regulations on transfers and subgrants when providing Pro Bono Innovation funds to third parties. 45 C.F.R. Parts 1610 and 1627. The grantee will review all third-party payment arrangements for compliance with these regulations. Third-party payments are any expenditures of Pro Bono Innovation funds to a third party that is not part of the grantee's ordinary non-subgrant expenditures (such as salary, rent, or utilities). The grantee must follow all transfer and subgrant requirements, including obtaining written, LSC pre-approvals of subgrants. The grantee may not transfer any Pro Bono Innovation funds to a proposed subgrantee until LSC approves the subgrant agreement. The award of a Pro Bono Innovation Fund grant does not constitute a subgrant pre-approval. The assigned Pro Bono Innovation staff person should be contacted with any questions regarding which third-party payment arrangements require subgrant approval. LSC may disallow costs if the transfer or subgrant requirements are not followed.
6. **Procurements** Approval of a Pro Bono Innovation Fund application does not imply LSC approval of any specific contractor. All procurement transactions must be conducted in a manner to provide, to the maximum extent practical, open and free competition. All third-party expenditures, regardless of cost, must be appropriately documented and are subject to 45 C.F.R. Part 1630—Cost Standards. As long as the grantee complies with the provisions on contracting set out below, it may add its own contracting requirements. In the event that the grantee expends \$5,000 or more of the funds provided to it pursuant to this grant on a single transaction to pay a third party for goods or services that is not otherwise subject to the LSC Property Acquisition and Management Manual, it will:
  - a. (1) solicit bids from a minimum of three providers or (2) document the reasons for doing otherwise if it is necessary to (i) award a contract on the basis of fewer than three responses or (ii) in rare instances, purchase from a "Sole Source" because of technical or quality requirements, unique and specialized expertise, the lack of dependable vendors, or when there is an emergency (reasonable efforts must be made, however, to confirm that only one vendor or contractor exists or is capable of meeting the grantee's need);

- b. maintain documentation for LSC review, including: the solicitation and receipt of bids or sole source justification; the reason for selection of a contractor; senior management approval of (1) contractor selection and (2) any sole source justification; the terms and conditions of the agreement; and all payments, adjustments, and credits;
  - c. provide a copy of the contract to the assigned PBIF staff person with the progress report for the period in which the contract was executed (the submission of said contract is only for the purpose of verifying the execution of said contract; grantees remain responsible to ensure that they comply with all applicable LSC requirements regarding, among other things, the process through which it was entered, its terms, and the expenditure of LSC funds pursuant to it); and
  - d. ensure the proper expenditure of, accounting for, and audit of the contracted funds.
7. **Progress Reports.** Within 30 days of the end of each reporting period, grantee shall submit a Progress Report on Project Activities to the assigned Pro Bono Innovation Fund staff person supplemented by supporting documentation as required by LSC.
8. **Termination.** Grants can be terminated for four reasons: (1) by default if the grantee fails to provide required documentation on time, unless LSC, in its sole discretion, provides a written waiver or extension; (2) by modification or withdrawal when the grantee and LSC agree that the Pro Bono Innovation Fund grant should end early by mutual consent; (3) by termination based on LSC concerns about grantee performance; or (4) by default if the grantee ceases to be a recipient of an LSC Basic Field grant (General, Native American, or Migrant). Additional information on Termination Policies and Procedures can also be found at:

In situations (1) and (4), the grant automatically terminates and closeout procedures will be initiated for the grant, including the consideration of what funds, if any, will be provided for any grant Project Activities completed prior to the termination of the grant and what funds, if any, will be returned to LSC. UPON AUTOMATIC TERMINATION, THERE IS NO RIGHT TO APPEAL.

When a grant is terminated for any of these reasons, the grantee agrees to work with LSC staff to close out the grant, to provide a final accounting, to provide a report detailing why the grant was not completed, and to return any unspent funds. Additionally, if LSC terminates a grantee's Pro Bono Innovation Fund grant for performance concerns or failure to provide timely documentation, the grantee is not eligible to receive a Pro Bono Innovation Fund grant for three years after the grant is terminated except that this ineligibility shall not apply to programs that work with LSC

to end a Pro Bono Innovation Fund grant early after an unsuccessful project implementation resulting from key staffing changes, technology limitations, a failed proof of concept, or other reasons outside of the grantee's control.

9. **Closeout.** If a grant is terminated for one of the four reasons specified in *Grant Assurance #8*, the closeout procedure will include a review of the non-expendable personal property with an aggregate current fair market value of \$5,000 or more to determine if the property should be (1) retained by the grantee, (2) retained by the grantee with LSC to be reimbursed for the percentage of the property's current fair market value that is equal to that percentage of the property's acquisition cost that was borne by LSC funds, (3) transferred to another LSC grantee, or (4) sold. If the property is to be sold, the grantee may retain the proceeds from the sale after compensating LSC for that percentage of the property's current fair market value that is equal to the percentage of the property's acquisition cost that was borne by LSC funds.

If LSC, in its sole discretion, determines that a transfer is appropriate and non-LSC funds were used in part for the acquisition, then the grantee shall be entitled to reimbursement from the transferee or LSC of the percentage of the property's current fair market value that is equal to that percentage of the property's acquisition cost that was borne by non-LSC funds. If the Pro Bono Innovation Fund grantee does not transfer the property when instructed to do so, then 100% of the current value of the property will be charged to the grantee and LSC may recover that amount as a disallowed cost under 45 C.F.R. Part 1630.

LSC may, at its discretion, allow the Pro Bono Innovation Fund grantee the option to purchase the LSC share of the property with non-LSC funds. If the Pro Bono Innovation Fund grantee is permitted to purchase the LSC share of the property, but fails to do so as part of the Pro Bono Innovation Fund closeout, then the value of the LSC share of the property will be charged to the grantee. Any charges under this *Grant Assurance* that are not resolved in the Pro Bono Innovation Fund closeout process will be disallowed costs that may be deducted from any LSC funds and/or subject to collection by LSC.

10. **Program Integrity.** As part of its compliance with the LSC program integrity requirement, 45 C.F.R. § 1610.8, Grantee will maintain objective integrity and independence from any organization that engages in LSC-restricted activities; and it will structure, monitor, and maintain any Pro Bono Innovation-funded collaborations with non-LSC legal services providers consistent with maintaining overall program integrity. It will have a representative attend a mandatory LSC webinar on the program integrity requirements, if notified by LSC that it must attend based on the nature of Pro Bono Innovation Fund activities.
11. **Products or Software.** With respect to any Pro Bono Innovation Fund-funded product or software:
  - a. Ownership of the Pro Bono Innovation Fund-funded product or software shall vest in either the Grantee or the developer or the vendor of the software, as the particular agreement between those parties so specifies. Regardless of who owns the Pro Bono Innovation Fund-funded product or software, both LSC and

the Grantee shall have a royalty-free, nonexclusive, and irrevocable license to use, reproduce, distribute, publish and prepare derivative works of the Pro Bono Innovation Fund-funded product or software (subject to the terms below concerning preexisting products or software), including making the Pro Bono Innovation Fund-funded product or software available to other LSC grantees.

Each party remains the owner of any preexisting products or software not developed using grant funds, and the license to any Pro Bono Innovation Fund-funded product or software does not include a license to such preexisting software or products. If the Pro Bono Innovation Fund-funded product or software is a modification or upgrade of a preexisting product or software, the above license applies to such modification or upgrade only if the modification or upgrade can be licensed and purchased separately from the preexisting product or software (e.g., as an add-on or a plug-in). If such modification or upgrade cannot be licensed and purchased separately from the preexisting product or software, the above license does not apply and other LSC grantees must separately license and purchase the Pro Bono Innovation Fund-funded product or software. Nothing herein prevents a developer or vendor of the product or software from charging costs related to the use of the product or software, such as costs for the implementation, integration, and on-going use (e.g., hosting and maintenance costs) of the product or software.

The Grantee shall have a contract with the developer or vendor of the product or software, and such contract shall include the above terms to protect the rights of LSC and its grantees.

- b. Such products or software programs, including websites, shall comply with or conform to the National Subject Matter Index (NSMI) standard developed by the Legal Aid Information Standards Group as found on <http://www.lsc.gov/grants-grantee-resources/grantee-guidance/reporting-requirements/tig-reporting/tig-compliance>. If this requirement is likely to substantially impede the successful completion of a project, the recipient shall communicate that to the assigned Pro Bono Innovation Fund staff person and request a waiver of this requirement.
- c. Such products or software programs (including, but not limited to, document assembly products) shall comply with naming conventions currently under development, which can be found on <http://www.lsc.gov/grants-grantee-resources/grantee-guidance/reporting-requirements/tig-reporting/tig-compliance>. Naming conventions are definitions of fields within documents (respondent, litigant, address, etc.). If these conventions are likely to substantially impede the successful completion of a project, the recipient shall communicate that to the assigned PBIF staff person and request a waiver of this requirement.

12. **Accessibility.** In the development of any website, pro se materials, or other grant-supported product, the recipient shall consider and address the special needs of persons with disabilities to ensure that the sites, materials, and other products are

accessible to them using standards based on or exceeding those imposed on federal agencies through Section 508 of the Rehabilitation Act, 29 U.S.C. § 794(d), and implementing regulations.

13. **Limited English Proficiency.** In the development of any website, *pro se* materials, or other grant-supported product, the Grantee shall consider and address the special needs of persons with limited literacy, limited English proficiency, limited experience with or knowledge of computer-related technologies, limited access to computers, or those who have limited access to most web-based or other computer-related systems for any reason. Grantees shall write all new publications, forms, and materials produced under this grant in a clear, concise, well-organized manner following plain language principles, examples of which can be found at [www.writeclearly.org](http://www.writeclearly.org) and [www.plainlanguage.gov](http://www.plainlanguage.gov).
14. **LSC Logo.** Any materials created with grant funds or used to promote Pro Bono Innovation Fund projects shall display the LSC logo, including publications, websites, videos, and webcasts. It shall forward electronic copies of these materials to the assigned Pro Bono Innovation Fund staff person via email. Any such material will be subject to the terms of *Grant Assurance #11*.
15. **Conflicts of Interest and Whistleblower Protection.** This grant is subject to the Grantee's written policies regarding conflicts of interests and providing whistleblower protection.
16. **Staff time.** By accepting this grant award, the Grantee commits to providing staff assigned to the project sufficient time to achieve the Project Activities of the grant as specified in the Evaluation Plan consistent with the staff time allocations in the Pro Bono Innovation Fund grant application, budget form, and project budget for this grant. The total time commitments of any staff member working on this grant shall not exceed 1.0 Full-Time Equivalent (FTE) for all grantee-assigned work.
17. **Tracking and Reporting of Funding, Timekeeping, and Recordkeeping.** Grantee will sufficiently document and have internal controls in place to track and identify the source and application of funding from the Pro Bono Innovation Funds from this grant, by grant number, separate from all other grants (Pro Bono Innovation Fund, TIG, non-TIG, LSC or otherwise). These methods must include separate reporting of the grant funds by line item in the annual audit with a separate line item for each Pro Bono Innovation Fund grant or a reasonable alternative agreed to by LSC in writing. The Grantee must maintain accurate and separate timekeeping and recordkeeping to track all time and costs charged to this Pro Bono Innovation Fund grant separate from charges to other funds including other LSC grants and non-LSC grants. Personnel activity reports are required for all salary and wages charged directly to this grant, regardless of whether the timekeeping requirements of [45 C.F.R. Part 1635](#) apply. For additional guidance on these requirements, see [45 C.F.R. § 1628.3\(g\)](#), [45 C.F.R. § 1635](#), and [45 C.F.R. § 1630.3](#) and the most current edition of LSC's Accounting Guide for LSC Recipients (e.g., <http://www.lsc.gov/sites/default/files/attach/2015/08/AccountingGuideforLSCRecipients-2010.pdf> (2010 ed.)).

18. **PAI Requirement.** LSC requires all Basic Field grantees to allocate an amount equivalent to 12.5 percent of their annualized basic field award to involve private attorneys in the delivery of legal assistance to eligible clients, see 45 C.F.R. § 1614(a). Grantee will not count any portion of the Pro Bono Innovation Fund grant funds, including subgrants or contracts using Pro Bono Innovation funds, towards this PAI requirement. Nonetheless, the Grantee may allocate costs and expenses within the Pro Bono Innovation Fund project and budget that are paid for with funds *from sources other than* the Pro Bono Innovation Fund (*e.g.*, non-LSC funds or LSC basic field funds) to this PAI requirement, but only if they otherwise meet the Part 1614 criteria.
19. **Assurances from Other LSC Grants.** Any and all other LSC grant assurances for any other LSC grants that the Grantee agrees to are hereby incorporated by reference, and those grant assurances will apply in full force and effect to the applicant/Grantee's use of all of its funding from the LSC Pro Bono Innovation Fund. The other grant assurances incorporated herein include both the grant assurances currently in effect and any future grant assurances agreed to by the applicant/Grantee during the term of this Pro Bono Innovation Fund grant. In the event of any conflicting language, the later terms will apply.

We have read these *Grant Assurances* and understand that by accepting this grant and signing this form, we are agreeing to comply with them.

\_\_\_\_\_  
Name of LSC Grantee

\_\_\_\_\_  
Name of Executive Director

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Board Chairperson

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**ATTACHMENT A**

**LEGAL SERVICES CORPORATION – 2016 PRO BONO INNOVATION FUND  
REPORTING AND PAYMENT SCHEDULE**

<b>FOR 24 MONTH PROJECTS</b>					
<b>Payment#</b>	<b>Report Due Date</b>	<b>Required Report</b>	<b>Reporting Period</b>	<b>Payment Date</b>	<b>Payment Amount (% of Total Grant)</b>
1 (initial)		-	-	Oct. 1, 2016	20%
2	4/30/2017	Progress Report	10/1/16 – 3/31/17 Covering months 1 – 6	May 2017	20%
3	10/30/2017	Progress Report	4/1/17 – 9/30/17 Covering months 7 - 12	Nov. 2017	20%
4	4/30/2018	Progress Report	10/1/17 – 3/31/18 Covering months 13 - 18	May 2018	20%
5	12/30/2018	Final Report and Final Financial Report	10/1/16 – 9/30/18 Covering entire 24 month grant period	Jan. 2019	20%

<b>FOR 18 MONTH PROJECTS</b>					
<b>Payment#</b>	<b>Report Due Date</b>	<b>Required Report</b>	<b>Reporting Period</b>	<b>Payment Date</b>	<b>Payment Amount (% of Total Grant)</b>
1 (initial)		-	-	Oct. 1, 2016	25%
2	4/30/2017	Progress Report	10/1/16 – 3/31/17 Covering months 1 - 6	May 2017	25%
3	10/30/2017	Progress Report	4/1/17 – 9/30/17 Covering months 7 - 12	Nov. 2017	25%
4	6/30/2018	Final Report and Final Financial Report	10/1/16 – 3/31/18 Covering entire grant period	July 2018	25%



## ATTACHMENT B

### LEGAL SERVICES CORPORATION – PRO BONO INNOVATION FUND EVLUATION PLAN TEMPLATE

This document identifies the sections of the Pro Bono Innovation Fund Evaluation Plan. Grantees will be asked to develop a complete evaluation plan with specific, time-bound project activities with identified data sets and data collection methods for each project objective.

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#### ADMINISTRATIVE INFORMATION

**Grantee name:**

**Pro Bono Innovation Fund grant number:**

**Submission date:**

**Contact person:**

**Phone number:**

**Email address:**

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#### PROJECT GOAL:

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#### PROJECT OBJECTIVES, ACTIVITIES AND EVALUATION DATA

**Objective 1:**

**Project Activities (Months 1-6)**

**Project Activities (Months 7-12)**

**Project Activities (Months 13-18)**

**Project Activities (Months 19-24)**

**Evaluation Data for Objective 1:**

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**Project Objective 2:**

**Project Activities (Months 1-6)**

**Project Activities (Months 7-12)**

**Project Activities (Months 13-18)**

**Project Activities (Months 19-24)**

**Evaluation Data for Objective 2:**

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*Continue to add objectives and corresponding project activities and evaluation methods/data sets as needed.*

## LEGAL SERVICES CORPORATION – PRO BONO INNOVATION FUND PROGRESS REPORT - TEMPLATE

**Reporting Period:**

**Grantee Name:**

**Project Objectives, Activities and Data:** Please provide detailed information about your progress towards meeting each of the following objectives and activities from your evaluation plan and for this reporting period.

Project Activities from Evaluation Plan

Objective(s):

Activities Months 1 – 6:

Evaluation Data for Objective in Months 1 – 6:

**Challenges:** Please discuss the challenges or obstacles you encountered during this reporting period. Be sure to include whether the challenges have been resolved, or, if they remain unresolved, the plans to address them.

**Project Team Staffing:** Please describe any changes to the staffing of your project team during this reporting period. Include information about new hires or other changes in key staff. If you have hired a new staff person for the project, please provide a brief biographical statement about your project staff person.

**Recruitment:** In addition to any recruitment activities discussed in your *Project Objectives and Activities*, please describe efforts made during the reporting period to recruit pro bono volunteers for your project. Include information about specific challenges faced, effective practices developed, and marketing efforts.

**Development of Partnerships/Collaboration:** In addition to any partnership activities discussed in your *Project Objectives and Activities*, if your project is collaborating with new or other stakeholders, please list the entities or organizations and briefly describe the collaborative activities in this reporting period.

**Sustainability:** Please describe any specific organizational strategies that are in place or being developed in this reporting period to sustain the results of the project. Please describe your plan for transitioning your project away from Pro Bono Innovation Fund resources.

**Other Accomplishments:** Please describe any additional project or project staff accomplishments that are not reported within the *Project Objectives and Activities* or elsewhere in this report.

**Stories:** Please include stories that would best communicate to the public how your Pro Bono Innovation Fund project has been addressing client needs and encouraging more effective and robust pro bono service. Particularly helpful are stories that include measurable/numerical results and new, replicable solutions.

**Training/Technical Assistance Needs:** What type of assistance can the Legal Services Corporation provide to you and your organization at this time?