

Attachment G
STANDARD GRANT PROVISIONS (NON-FEDERAL)
EQUAL JUSTICE WORKS
For Sub-Agreements with Non-Profit Organizations

SECTION I

ARTICLE 1: ENTIRE AGREEMENT

These Standard Grant Provisions shall become binding upon Sub-Recipient Host Organization commencing performance in accordance with or otherwise acknowledging acceptance of a Sub-Agreement from Equal Justice Works (The "Parties"). These terms and conditions together with any work plan, specifications, or other documents referenced in the Sub-Agreement are incorporated by this reference; AND constitute the entire agreement between the Parties. All prior negotiations, proposals, and writings pertaining to the Sub-Agreement or the subject matter thereof are superseded hereby.

Any reference to Sub-Recipient's quotation, bid, proposal or letter of intent does not imply acceptance of any term, condition, or instruction contained in such document. Sub-Recipient shall notify Equal Justice Works immediately of any ambiguities, express conflicts, or discrepancies in the work plan, specifications, drawings, or other documents that are a part of the named Sub-Agreement, and shall comply with the reasonable determination of Equal Justice Works in such matter.

ARTICLE 2. ADMINISTRATION AND COST PRINCIPLES

The Sub-Recipient acknowledges that the organization's designation as a 501(c)(3) entity requires that the named Sub-Agreement be administered in accordance with the following requirements, as applicable, which are incorporated herein by reference:

- a) OMB Circular A-21, "Cost Principles for Educational Institutions."
- b) OMB Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments."
- c) OMB Circular A-102, "Grants and Cooperative Agreements with State and Local Governments."
- d) OMB Circular A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-profit Organizations."
- e) OMB Circular A-122, "Cost Principles for Non-profit Organizations."
- f) OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

These publications may be obtained from:

Office of Management and Budget
EOB Publications Office
New Executive Office Building
725 17th Street, NW, Room 2200
Washington DC 20503
Telephone: (202) 395-7332

Alternatively, these publications are posted at www.whitehouse.gov/omb/circulars/

ARTICLE 3. INSURANCE AND INDEMNIFICATION- SUB-RECIPIENT

- a) The Sub-Recipient agrees to release, indemnify, and hold harmless Equal Justice Works, its officers, directors, employees, agents and its respective heirs, legal representatives, successors and assigns; from any and all claims, demands, liabilities, expenses (including reasonable attorney's fees and disbursements, court costs, judgments, settlements and fines) arising out of, resulting from, or in connection with the performance of the named Sub-Agreement by the Sub-Recipient or a partner, officer, director, employee, agent, or client of the Sub-Recipient; including individuals whose work is funded under the named Sub-Agreement. To the extent that such losses, liabilities, demands, suits, judgments, claims, and expenses arise out of or result from malpractice, alleged malpractice, negligent, or intentional acts or omissions of Sub-Recipient; or its officers, directors, employees or agents, in performing its obligations under the named Sub-Agreement. This paragraph shall survive termination or expiration of the named Sub-Agreement.
- b) The Sub-Recipient is wholly responsible for and shall maintain all appropriate insurance coverage for the period the named Sub-Agreement remains in effect, including professional malpractice and liability insurance applicable to its activities and employees as required for the performance of the named Sub-Agreement. Equal Justice Works may at any time request the Sub-Recipient to provide written proof of such insurance.
- c) The Sub-Recipient shall hold Equal Justice Works harmless for any loss or damage that may occur during transportation or delivery of project goods or services.

ARTICLE 4. INDEMNIFICATION- Equal Justice Works

Equal Justice Works agrees to indemnify and hold Sub-Recipient harmless from any, and all claims, losses, debts or judgments, including attorney's fees and costs, if any, for copyright or trademark infringement in connection with Sub-Recipient's use of the Equal Justice Works' approved name and logo in the performance of the named Sub-Agreement.

ARTICLE 5. LIMITATION OF LIABILITY

In no event will Equal Justice Works be liable for special, indirect, consequential, or incidental damages, even if Equal Justice Works has been advised of the possibility of such damages. In no event will Equal Justice Works liability hereunder for damages of any nature exceed the Sub-Agreement value.

ARTICLE 6. RESERVATION OF RIGHTS

Subject to the Limitation of Liability Clause above (Article 5), Equal Justice Works expressly reserves all rights and remedies available to it at law or equity, including but not limited to rights and remedies set forth in the Uniform Commercial Code, or any other applicable laws.

ARTICLE 8. DISPUTE RESOLUTION

In the event any controversy, claim, dispute, difference, or misunderstanding (a "Dispute") arises out of or relates to the Sub-Agreement, Equal Justice Works and Sub-Recipient will attempt in good faith amicably to resolve such Dispute. Equal Justice Works may consult with the funds donor to determine the best course of action regarding any disputes that arise under the named Sub-Agreement. If the Parties are unable to resolve the dispute, the Sub-Recipient shall send a written notice of dispute to Equal Justice Works before taking any legal action. The Parties shall discuss this notice of dispute within seven (7) calendar days of receipt by Equal Justice Works. If the Parties are unable to resolve such a dispute at the program staff level, Sub-Recipient has the right to appeal to Equal Justice Works management and shall be given an opportunity to be heard and to offer evidence in support of its appeal. Any appeal made under this provision shall be made in writing and must be addressed to:

Equal Justice Works
Attn: Director, Public Programs
1730 M Street NW, Suite 800
Washington D.C. 20036.

ARTICLE 9. CONFLICT OF INTEREST

The Sub-Recipient represents that it is free to enter into the named Sub-Agreement and that this engagement shall not conflict with any obligations the Sub-Recipient owes to any third party nor does it violate the terms of any agreement between the Sub-Recipient and any third party.

ARTICLE 10. FORCE MAJEURE

Neither party shall be liable in damages or have the right to terminate the named Sub-Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to acts of god, government restrictions, wars, insurrections, acts of terrorism, and/or any other cause beyond the reasonable control of the party whose performance is affected.

ARTICLE 11. INDEPENDENT CONTRACTORS

Equal Justice Works and the Sub-Recipient shall remain at all times independent, each engaged in its own separate business and each responsible for its own employees and costs of doing business. Nothing herein shall be construed or implied to mean the establishment, or existence of a partnership, or joint venture between the Parties, nor shall any party herein be construed to be employees, agents, legal representatives, or principals of the other party.

ARTICLE 12. LIMITATION

The Parties understand and acknowledge that, except as expressly provided in the named Sub-Agreement there is no other obligation whatsoever to provide additional support to Sub-Recipient for purposes of the named project or any other project.

ARTICLE 13. GOVERNING LAW

The named Sub-Agreement shall be interpreted, and construed according to, and governed by, the substantive laws of the District of Columbia; excluding any such laws that might direct the application of the laws of another jurisdiction without regard to principles of conflict or choice of laws.

ARTICLE 14. LAWS AND REGULATIONS

The Sub-Recipient agrees that, in performance of the named Sub-Agreement, Sub-Recipient will comply with all applicable laws, statutes, rules, regulations, and orders of any state, or political subdivision thereof.

ARTICLE 15. ASSIGNMENT

The Sub-Recipient shall not assign, sub contract, or otherwise transfer any of its rights or obligations under this Sub-Agreement, or any part thereof, without the express prior written consent of Equal Justice Works.

ARTICLE 16. NO WAIVER

Except as otherwise expressly provided, no failure or delay of either Party in exercising any power, right, or remedy will operate as a waiver thereof, nor will any single or partial exercise of any power, right, or remedy preclude any other or further exercise thereof or the exercise of any other power, right, or remedy.

ARTICLE 17. MONITORING and EVALUATION

1. Equal Justice Works may conduct monitoring to ensure that the Sub-Recipient has adequate capacity for administration of the named Sub-Agreement, and these provisions; and to verify that the Sub-Recipient has in place effective internal controls to accomplish the named Sub-Agreement program.
2. In addition, Equal Justice Works reserves the right to request and conduct an onsite visit as part of its monitoring plan. Equal Justice Works, or an authorized representative, has the right at all reasonable times to make site visits and the Sub-Recipient shall provide all reasonable facilities and assistance for the safety and convenience of such representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner as will not unduly interfere with or delay the work of the named Sub-Agreement.

ARTICLE 19. PUBLICATIONS and ACKNOWLEDGMENT

All publications created under the named sub-agreement must be consistent with the purposes of the award, and subject to any restrictions therein.

The Sub-Recipient is encouraged to promote the funded program, and shall ensure that any related promotional materials will acknowledge Equal Justice Works. Equal Justice Works shall provide to the sub-recipient, upon request to communications@equaljusticeworks.org, brand identity guidelines for use by the sub-recipient when acknowledging Equal Justice Works. The Sub-Recipient agrees that in the release of information relating to the named Sub-Agreement such release shall include statements to the effect that the project or effort depicted was sponsored by the Funding Donor (consistent with any special conditions) and Equal Justice Works.

USAGE: Sub-recipient shall grant to Equal Justice Works full access to and usage of any materials, in complete or excerpted form, produced under the named Sub-Agreement. The Sub-Recipient shall be accorded acknowledgment for any of its materials produced under the named Sub-Agreement and used by Equal Justice Works.

PERMISSIONS: Publications and promotional materials must be approved by Equal Justice Works. Copies of all publications or promotional materials must be forwarded to Equal Justice Works as they become available, even though publication or dissemination may in fact occur subsequent to the termination date of this award.

ARTICLE 21. ACCOUNTING

The Sub-Recipient shall maintain books, records, documents and other evidence relating to the project in accordance with Generally Accepted Accounting Principles (GAAP) to sufficiently substantiate expenditures charged to this Sub-Agreement, as well as any reported cash or contributions in-kind cost share or matching requirement. Accounting records that are supported by documentation will at a minimum be adequate to clearly support all transactions incurred under the named Sub-Agreement, all cost of the project supplied by other sources, and the overall progress of the project.

ARTICLE 22. INSPECTION

The Sub-Recipient shall provide Equal Justice Works, or its duly authorized representative, access to any books, documents, papers and records of Sub-Recipient which are directly pertinent to the specific project for the purpose of making audits, examinations, excerpts and transcripts. Records would include: books of original entry, source documents supporting accounting transactions, the general ledger, subsidiary ledgers,

payroll records, time and attendance or time and effort reports for personnel charged to the Sub-Agreement, cancelled checks, and related documents and records.

ARTICLE 23. RECORD RETENTION

Equal Justice Works requires that Sub-Recipients of private assistance funds retain financial and programmatic records, supporting documents, statistical records, and all other records that are required by the terms of the named Sub-Agreement, or may reasonably be considered pertinent to a named Sub-Agreement; for a **period of six (6) years** from the date of the final financial statement report that includes expenditures from the named Sub-Agreement. These records may be subject to an audit by the private donor, Equal Justice Works, and/or their respective representatives.

If the Sub-Recipient becomes aware of any threatened or pending litigation, claims, or audits before the expiration of the six-year period, all records shall be retained until such litigation, claims or audit findings involving the records have been resolved.

All records shall be maintained for a longer period, if any, as is required to complete an audit or to resolve all questions concerning expenditures, unless written approval has been obtained from Equal Justice Works to dispose of the records.

ARTICLE 24. AUDIT

The Sub-Recipient understands that its obligation as a 501(c)3 organization is to have annually either an organizational audit of funds or a program specific audit of the funds provided under the named Sub-Agreement, as well as the financial statements of the organization as a whole, in accordance with OMB Circular A-133 Audit Guidelines. The audit shall be a financial audit performed in accordance with the Government Audit Standards issued by the Comptroller of the United States.

Equal Justice Works reserves the right to conduct a Sub-Agreement project audit (financial and programmatic) as Equal Justice Works deems necessary to monitor the project.

ARTICLE 25. PROJECT REPORTING

The Sub-Recipient acknowledges that unless specified otherwise in the named Sub-Agreement, Equal Justice Works maintains a standard quarterly reporting schedule for all Sub-Agreements throughout the project period, and may at its discretion require other programmatic reports from the Sub-Recipient. The final programmatic report under the named Sub-Agreement must be provided to Equal Justice Works no later than thirty (30) days after end the Sub-Agreement.

ARTICLE 26. FINANCIAL REPORTING

The Sub-Recipient shall maintain adequate records that clearly support the charges and expenditures incurred under the named Sub-Agreement. If requested by Equal Justice Works, Sub-Recipient may be required to send supporting documentation to support expenditures identified on any submitted Financial Report. The Sub-Recipient shall submit scheduled Financial Reports as specified within the named Sub-Agreement.

ARTICLE 27. LIMITATION OF COST

The Parties anticipate that the amount obligated within the named Sub-Agreement will be sufficient to cover project activities through the completion date. Equal Justice Works shall not be liable for reimbursing the Sub-Recipient for any costs in excess of the amount obligated or in excess of what is specifically and explicitly agreed to the named Sub-Agreement or in subsequent writings.

ARTICLE 28. PAYMENT

Equal Justice Works will pay Sub-Recipient for the successful completion of activities, operations, and services identified in the named Sub-Agreement. All payments unless explicitly identified within the named Sub-Agreement will be made as specified below:

FOR REIMBURSEMENT BASIS: Transfer will be made to Sub-Recipient on a reimbursement basis. Reimbursement will only be made upon the timely receipt and acceptance by Equal Justice Works of all reports required in the named Sub-Agreement.

FOR DRAWDOWN(ADVANCE) BASIS: Transfer will be made to Sub-Recipient on a fixed (one-time/semi-annually/quarterly/monthly/etc.) basis, with the initial transfer to the Sub-Recipient made within fifteen (15) business days of the Effective Date of the named Sub-Agreement. Following the initial transfer, funds will only be disbursed upon timely receipt and acceptance by Equal Justice Works of all reports required within the named this Sub-Agreement.

PAYMENT TERMS. Unless otherwise stated in the named Sub-Agreement, net invoices or requests for payment will be paid thirty (30) days from the later of the date of the invoice or financial report, or Equal Justice Works' acceptance of the services covered by the invoice or report.

REFUND: The Sub-Recipient will be required to submit to Equal Justice Works within 15 days from the Sub-Agreement completion date all unused funds.

ARTICLE 29. RIGHT TO SETOFF and WITHOLDING

Equal Justice Works, without waiver or limitation of any rights or remedies, shall be entitled at any time to set-off any amounts due or owing to Equal Justice Works from the Sub-Recipient.

Equal Justice Works reserves the right to withhold cash payment for any of the following:

- Sub-Recipient's failure to make satisfactory progress towards the goals and objectives set forth the named Sub-Agreement;
- Sub-Recipient's default of or otherwise inability to adhere to the conditions or provisions of the named Sub-Agreement; or
- Sub-Recipient's inability to submit reliable, accurate, and timely reports or other deliverables as described in the named Sub-Agreement.

ARTICLE 30. REMEDIATION/CORRECTIVE ACTIONS

Equal Justice Works reserves the right to request specific remediation to correct substandard performance revealed during monitoring. Corrective action(s) by the Sub-Recipient must be accomplished within a reasonable period of time after being notified by Equal Justice Works. Failure to complete the corrective action may result in suspension or termination of the named Sub-Agreement.

ARTICLE 31. TERMINATION AND SUSPENSION

Equal Justice Works may terminate or suspend in whole or in part, the named Sub-Agreement by written notice to the Sub-Recipient upon a finding that the Sub-Recipient has failed to comply with the material provisions of the named Sub-Agreement and Equal Justice Works Standard Grant Provisions.

NOTIFICATION: In the event of termination and/or suspension of the named Sub-Agreement, the Sub-Recipient will be notified in writing by Equal Justice Works at least fifteen (15) days prior to the effective termination or suspension date. Upon notification, Sub-Recipient shall take immediate action to minimize all expenditures against the named Sub-Agreement.

In the event of termination for non-compliance with the terms of the named Sub-Agreement, the Sub-Recipient may be subject to other legal or administrative remedies, as appropriate.

FUNDING: The Sub-Recipient may not expense any charges against the named Sub-Agreement after the effective date of termination. In the event of termination, the Sub-Recipient shall submit a final accounting and return to Equal Justice Works all unspent funds provided under the named Sub-Agreement no later than thirty (30) days after termination.

In the event of withdrawal from or termination of the named Sub-Agreement by the Sub-Recipient, Sub-Recipient shall refund all amounts that have been disbursed for purposes which are not in accordance with the terms of the named Sub-Agreement.

In the event of suspension, the Sub-Recipient will return on demand to Equal Justice Works any unspent cash balance. Sub-Recipient is required to submit a Financial Report as of the date of suspension. Sub-Recipient is required to refund all amounts that have been disbursed for purposes that are not in accordance with the terms of the Sub-Agreement.

UNALLOWABLES: No costs incurred during a suspension period or after the effective date of a termination will be allowable, except those costs which, in the opinion of Equal Justice Works, the Sub-Recipient could not reasonably avoid or eliminate, or which were otherwise authorized by the suspension or termination notice provided such costs would otherwise be allowable under the named Sub-Agreement and applicable Uniform Guidance cost principles.

ARTICLE 32. SURVIVAL

The terms and conditions specified herein shall survive the expiration or termination of the named Sub-Agreement.

SECTION II

CERTIFICATIONS, REPRESENTATIONS and WARRANTIES

A. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Sub-Recipient certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement,

theft, forgery bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and
4. Have not within a three- year period preceding this application/proposal had one or more public transaction (Federal, State, or local) terminated for cause or default.

Any change in the debarred or suspended status of the Sub-Recipient during the life of the named Sub-Agreement must be reported immediately to Equal Justice Works. The Sub-Recipient agrees to incorporate the Debarment and Suspension certification required by 32 CFR Part 25 into any Sub-Agreement that they may enter into as a part of this Sub-Agreement.

B. CERTIFICATIONS REGARDING FISCAL RESPONSIBILITY

The Sub-Recipient certifies to the best of its knowledge and belief, that as a 501(c) 3 organization it has adequate financial resources to perform under the named Sub-Agreement, has sufficient resources and capacity to meet named Sub-Agreement requirements, and has the necessary organization, accounting operations controls, and licenses.

The Sub-Recipient further certifies that:

The Sub-Recipient is currently registered in the 'System for Award Management (SAM)' if the Sub-Recipient receives Federal funds.

The Sub-Recipient's A-133 audit report (as applicable) for the most recent fiscal period shall be submitted to Equal Justice Works as soon as completed and include all management letter comments, findings or adjustments.

The Sub-Recipient exerts reasonable care that systems are in place to ensure funds expended under the named Sub-Agreement are used for the purposes described in the named Sub-Agreement and can be properly accounted for separately from other funding.

The Sub-Recipient, shall upon request by Equal Justice Works provide its most recent IRS Form 990.

C. CERTIFICATION REGARDING DRUG FREE WORKPLACE REQUIREMENTS

The Sub-Recipient certifies that it will or will continue to provide a drug-free workplace.

D. CERTIFICATION REGARDING LOBBYING ACTIVITIES

The Sub-Recipient as a 501(c)3 organization, certifies that to the best of their knowledge and belief that no federal appropriated funds have been or will be paid by or paid on behalf of the Sub-Recipient to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding

of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Sub-Recipient shall provide notice and submit to Equal Justice Works a copy of their completed Standard Form LLL, "Disclosure Form to Report Lobbying" as applicable.

The Sub-Recipient also certifies to the best of their knowledge that the Sub-Recipient does not engage and has not engaged in any lobbying activities at the federal, state, or local level of government, or activities directed at inducing members of the public to contact their elected representatives or other government officials to urge support of, or opposition to, proposed or pending legislation or appropriations or any regulation, administrative action, or order issued by the executive branch of any Federal, state or local government.

The certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for entering into this transaction imposed by section 1352, Title 31, U.S. Code; as well as the common rule "New Restrictions on Lobbying" published at 55 FR 6736 (February 26, 1990), including definitions, and the Office of Management and Budget "Government-wide Guidance for New Restrictions on Lobbying."

E. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. (The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment.) Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity. By signing the named Sub-Agreement, the Sub-Recipient certifies that it will comply with the requirements of the Act.

F. CERTIFICATION REGARDING CIVIL RIGHTS & SEXUAL HARRASMENT COMPLIANCE

The Sub-Recipient shall comply with nondiscrimination requirements contained in various federal laws.

- a. No person with responsibilities in the operation of the project shall discriminate against any Equal Justice Works Legal Fellow, member of the staff of, or beneficiary of the project with respect to any aspect of the project on the basis of race, religion, color, national origin, sex, sexual orientation, age, disability, political affiliation, marital or parental status, or military service.
- b. Sexual harassment is a form of discrimination based on sex, which is prohibited as addressed directly above. The Sub-Recipient is responsible for violations of the prohibition against sexual harassment

and for taking corrective action and/or disciplinary action if violations occur. Such sexual harassment violations include:

- i. Acts of “quid pro quo,” sexual harassment where a supervisor demands sexual favors for service benefits, regardless of whether the Project Sponsor or Project Host Site, their agents, or supervisory employees should have known of the acts.
- ii. Unwelcome sexual advances, request for sexual favors and other verbal or physical conduct of a sexual nature which have the purpose or effect of creating an intimidating, hostile, or offensive service environment.
- iii. Acts of sexual harassment toward Equal Justice Works Legal Fellows, employees or non-employees, where the Sub-Recipient, their agents, or supervisory employees knew or should have known of the conduct, unless they took immediate and appropriate corrective action.

The Sub-Recipient ***must promptly*** notify Equal Justice Works in writing, verbally, or both, of such complaints as the issue arises. If a court or administrative agency makes a finding of discrimination on grounds of race, color, religion, national origin, gender, disability, or age against Sub-Recipient after a due process hearing, the Sub-Recipient agrees to forward a copy of the finding Equal Justice Works.

G. CERTIFICATION REGARDING ANTI-TERRORISM COMPLIANCE

Some donor funding awards, under the auspices of Executive Order 13224 and the USA Patriot Act may prohibit recipients of their funds from knowingly conducting business with, employing individuals from, or contributing funds to persons or entities associated with terrorist activities or support.

A recipient of these funds must certify that it will comply with the Anti-Terrorism Certification as a condition of receiving the funds.

By signing the named Sub-Agreement, the Sub-Recipient certifies that, as of the date the named Sub-Agreement is executed; the Sub-Recipient named in the Sub-Agreement does not knowingly employ individuals or contribute funds to entities or persons on either the Department of Treasury’s Office of Foreign Assets Control *Specially Designated Nationals List*, the *Terrorist Exclusion List*, or any other watch list produced by or recognized by the Federal government that may amend, supplement, or supersede any or all of the above mentioned lists.

Should any change in circumstances pertaining to this certification occur at any time, the Sub-Recipient must notify the Equal Justice Works immediately.

Equal Justice Works, as a best practice and in the spirit of due diligence, is within its right to maintain and may seek records containing identifying information about the Sub-Recipient and its representatives in order to demonstrate that it conducted a reasonable search of public information to determine whether or not the Sub-Recipient has been implicated in any questionable activity, and is not referenced on any of the U.S. government watch lists mentioned above.

H. INFORMATION ABOUT THE CERTIFICATION REGARDING PROSTITUTION AND RELATED ACTIVITIES

The U.S. Government is opposed to prostitution and related activities, which are inherently harmful and dehumanizing, and which contribute to the phenomenon of trafficking in persons. Reducing the incidence of prostitution is therefore an inseparable part of the larger strategy of the U. S. to combat trafficking.

The Sub-Recipient understands and acknowledges that Equal Justice Works as a regulatory requirement and reputational matter complies with the tenets of the Trafficking Victims Protection Reauthorization Act, 22 U.S.C. § 7101

The Sub-Recipient in receipt of funds under the named Sub-Agreement certifies that it will comply with the requirements of the Act.

I. REPRESENTATIONS AND WARRANTIES

By signing, all Parties represent and certify that the terms of conditions defined in the named Sub-Agreement are accepted. That the Parties are proper business entities permitted to do business and undertake the activities contemplated under the named Sub-Agreement; and that the individuals signing are competent parties authorized to enter into the named Sub-Agreement on behalf of their respective organizations.

Sub-Recipient Organization

By: _____

Print Name:

Print Title:

Date: _____