

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLORADO

**Agreement to Receive and Use Non-Appropriated Funds Grant**

In accordance with the United States District Court's Order styled as the "PILOT PROGRAM TO IMPLEMENT A CIVIL PRO BONO PANEL," dated June 5, 2013, the Clerk of the Court, on behalf of the United States District Court for the District of Colorado (the "District Court"), hereby acknowledges the following:

The Faculty of Federal Advocates (the "FFA") will manage the reimbursement of expenses incurred by pro bono panel attorneys (the "Panel") in the course of their representation of litigants through the Panel. The FFA will be solely responsible for designating criteria and procedures for reimbursement of Panel attorneys, including attorneys associated with clinical legal education programs participating on the Panel. The FFA will retain its 26 U.S.C § 501(c)(3) status, and will rename the reimbursement fund associated with the former Counsel/Co-Counsel program as the Faculty of Federal Advocates Civil Pro Bono Panel Reimbursement Fund (the "Fund").<sup>1</sup> Additional banking accounts, as required, may be opened in the name of the Fund so as to guarantee that each account is insured up to the maximum allowed by the Federal Deposit Insurance Corporation.

In order to facilitate the success of the Panel, the District Court will assist the FFA in establishing the Fund. However, the District Court will have no influence or control over how reimbursements of eligible Panel attorney expenses are permitted or distributed. The operation of the FFA in managing the Fund will be entirely separate from the general operation of the Panel by the Standing Committee and the District Court generally.

**The proceeds from the re-admission fee and the increase of the standard admission fee dedicated to the Fund will be granted to the FFA in one lump sum every three (3) months.**

Accordingly, the undersigned Grantor, as Clerk of the Court and on behalf of the District Court, has agreed to provide to the FFA a lump sum disbursement of funds received from 1) the Attorney Renewal Fee of \$50.00 per each renewing, non-exempt attorney; and 2) the additional Admission Fee of \$25.00 per admission of each new, non-exempt bar member. These funds will be disbursed to the FFA no later than thirty (30) days past the end of each of the fiscal year quarters of every year. The fiscal year quarters are October through December, January through March, April through June,

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<sup>1</sup> The name of the Fund, the "Faculty of Federal Advocates Civil Pro Bono Panel Reimbursement Fund will be set forth on the banking statement as a second line identification of the Fund.

and July through September. The first quarterly payment will be disbursed no later than thirty (30) days past the end of the first quarter of Fiscal Year 2014. These funds will be disbursed by the District Court to the FFA for as long as the District Court's Civil Pro Bono Pilot Program exists, and more specifically, the funding procedures as set forth in the Civil Pro Bono Plan (the "Plan").

The undersigned Grantee, as current President of the Board of Directors of the FFA, has the authority to represent the FFA and can so agree on behalf of the FFA to comply with the following requirements in order to receive and use court-awarded grant funds from the Non-Appropriated Funds Account of the District Court:

1. Grantee herein agrees to the specific use of the grant funds as stated above and further agrees to comply with the following grant award accounting procedures.
2. The Grantor agrees to transfer grant funds no later than thirty (30) days past the end of each quarter of the fiscal year, commencing no later than thirty (30) days past the end of the first quarter of Fiscal Year 2014. The funds will be transferred by check made to "Faculty of Federal Advocates Civil Pro Bono Panel Reimbursement Fund" and delivered by U.S. mail to the following address, attention Ms. Patricia Murphy, Administrator.

**Faculty of Federal Advocates  
Civil Pro Bono Panel Reimbursement Fund  
P.O. Box 12025  
Denver CO 80212-0025**

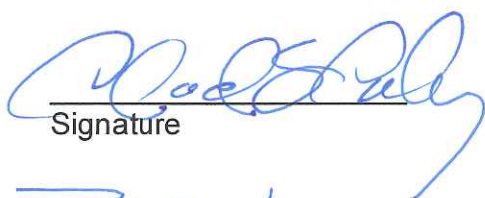
A receipt shall promptly be provided to the District Court upon delivery and receipt of the transferred funds.

3. The Grantee agrees that on receipt of the court awarded funds, the funds will be kept in a segregated bank account or bank accounts, dedicated solely to the Civil Pro Bono Panel Reimbursement Fund.
4. The Grantee agrees that upon receipt of court awarded funds, the FFA will use those monies exclusively for the purpose of promoting and supporting the Plan. Expenditures dedicated to promote and support the Plan include those described in the Faculty of Federal Advocates' June 22, 2012 Letter of Support regarding the Plan, the letter of which is incorporated as part of the Plan.
5. The Grantee shall provide to the Court requested information regarding expenses against the Grantee account, including a comprehensive annual

report and accounting of all funds distributed by the FFA pursuant to the FFA reimbursement guidelines.

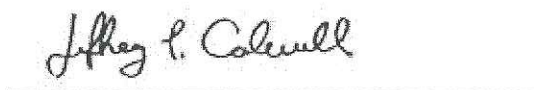
6. If necessary, Grantee agrees to allow the Fund to be audited at any time by an official of the District Court, or private contractor as designated by the District Court at the District Court's expense.

**So agreed, as authorized officials of grantor and grantee:**

  
\_\_\_\_\_  
Signature

February 24, 2014  
Date

President  
\_\_\_\_\_  
Position with Grantee,  
Faculty of Federal Advocates

  
\_\_\_\_\_  
Signature

February 24, 2014  
Date

Clerk of Court  
\_\_\_\_\_  
Position with Grantor, U.S. District Court