



ALLIANCE DEFENDING  
**FREEDOM**

FOR FAITH. FOR JUSTICE.

# **GRANTS & FUNDING POLICY**

**Last Updated: September 29, 2015**

# **GRANTS & FUNDING MISSION STATEMENT**

Enable global allies via sustainable levels of financial support to effectively engage in strategic legal advocacy while maintaining support for Christians to live out their faith.

## **Duty Acknowledged and Gratitude Expressed**

The ability of Alliance Defending Freedom (ADF) to fund grants comes from the voluntary, very often sacrificial gifts of our ministry friends. It is of utmost importance to ADF that its grant applicants take seriously our stewardship duty to God and to those friends.

It is recognized and understood by all parties that funding provided through the ministry of the ADF for attorney efforts is far below the average market rates for attorneys practicing in this highly specialized area, or perhaps in any intense specialty, and is not meant to set a “fair rate” or to attempt in any way to compete with the market. The purpose of the basic funding is toward the goal to enable hundreds, perhaps thousands of legal matters to proceed forward with sufficient funding to enable excellent legal advocacy concerning matters in the public interest related to religious liberty, sanctity of life, and protecting marriage and family to further the goals and purposes of the ministry of the ADF as established by its founders and Board of Directors. IT IS UNDERSTOOD BY ALL THAT ANY APPLICATIONS FOR ATTORNEYS FEES, OR OTHER COMPENSATION EARNED BY ATTORNEYS, WILL ALMOST ALWAYS BE FOR FAR GREATER HOURLY OR OTHER COMPENSATION RATES THAN THIS NOT-FOR-PROFIT LEGAL MINISTRY COULD EVER PROVIDE.

ADF is very grateful to the many attorneys across America who have courageously engaged to serve their clients sacrificially, ably, and well. These attorneys have provided their services on a pro bono publico basis for either the reduced RATES and FEES Alliance Defending Freedom is able to provide through grants, which is far below market value, and/or for no fee at all.

**ALLIANCE DEFENDING FREEDOM  
GRANTS & FUNDING POLICY  
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# **I. QUALIFICATIONS FOR FUNDING**

## **A. DIRECT LEGAL ADVOCACY MATTERS THAT QUALIFY FOR FUNDING (ADVERSARIAL PROCEEDINGS WITH A TRIER OF FACT)**

### **1. When funding is requested on behalf of a party to litigation or direct legal advocacy as part of a formal adversarial proceeding**

- a. It is the mission of ADF to fund pro-active litigation and direct legal advocacy in the area of:
  1. Religious liberty;
  2. Sanctity of human life; and
  3. Defense of marriage and family.
  
- b. ADF sets tough financial and legal standards for grant applicants. The grants are awarded on the basis of the:
  1. Merits of the individual matter;
  2. A matter's precedent-setting impact on an international, national, and/or regional level;
  3. Likelihood that the matter will build or add to a body of law that others can use in litigating their cases or advance legal advocacy;
  4. A matter's fit with the strategic funding priority of Alliance Defending Freedom, which varies depending upon the current allied strategy; and
  5. Amount of available funding as weighed against the pending requests at the time of consideration.
  
- c. ADF will consider funding only to those matters:
  1. In which the adversarial process / litigation has begun at the time ADF receives the grant application; or
  2. Where the adversarial process / litigation is imminent, i.e., the matter has progressed to a point where a demand letter has been sent or a complaint / petition is being prepared and all preliminary preparations and investigations are complete.
  
- d. As a rule, ADF does not fund non-legal advocacy, criminal litigation, or litigation between private parties unless it:
  1. Clearly is in the public interest as defined by the IRS (not merely a dispute between private parties involving damages and/or tort theories);
  2. Presents issues with significant multi-jurisdictional impact; and
  3. Is in one of three areas of concern of ADF - religious liberty, sanctity of life, and the defense of marriage and family.

4. Additionally, if the matter involves family law, ADF will consider applications **only** in matters where the religious liberty issue is the dominant aspect of a custody dispute or when dealing with an issue of custody in which the nature of marriage and/or family is at stake.
- e. In most instances, ADF provides funds in matters where people cannot undertake complex litigation or legal advocacy on their own.
- f. ADF will consider funding applications for pro-active matters against a social service agency **only** where the plaintiff has been exonerated in an action brought against them by the social service agency and which action is the basis for the pro-active matter against the social service agency.

**2. When funding is requested to submit an amicus brief**

- a. As amicus briefs are designed as “friend of the court” briefs and not as representative of any party, it is the policy of ADF to fund only amicus briefs based on the following factors:
  1. The adequacy of the representation before the court of the principal party;
  2. Whether the brief addresses matters of general interest and importance to society;
  3. Whether the brief raises relevant arguments that the parties have not, cannot, or should not, raise in the principal brief, but yet are subject to the court’s review;
  4. Whether the brief was actively solicited by a party, designated amicus coordinator, or ADF staff member;
  5. The uniqueness of the brief, both in relation to the case at bar and compared to prior briefs submitted by the applicant;
  6. The centrality of the arguments to the issues likely to be addressed by the court;
  7. The germaneness of the amici represented to the subject matter of the litigation;
  8. The number of briefs likely to be submitted to the court; and
  9. Whether the substance of the brief meets the standards set forth in section I.A.1.
- b. ADF will consider the funding of amicus briefs in the principal case in the following domestic courts,
  1. U.S. Supreme Court
  2. Federal Courts of Appeal, and
  3. State Supreme Courts

- c. In exceptional circumstances, ADF will fund amicus briefs at the trial court level; however, such funding requires a unanimous approval by both the GRC and the Executive Committee.
- d. ADF will consider the funding of amicus briefs in the principal case at the intermediate state court of appeals if:
  - 1. There is no right of appeal to the state supreme court; or
  - 2. A trial court ruling is undefended on appeal and the amicus brief is the only defense being made.

(As a general note, amicus briefs will not be funded at any state level unless the case establishes or defends important precedent nationally or has national implications.)

- e. ADF will consider funding of amicus efforts in appellate courts outside the U.S. with priority given to the courts exercising broader jurisdiction.
- f. Only in exceptional circumstances will ADF fund amicus briefs in support of or in opposition to:
  - 1. Petitions for discretionary appellate review / certiorari; or
  - 2. Petitions for rehearing.
- g. An application for the funding of an amicus brief must include either:
  - 1. An affirmation that the amicus brief has been coordinated with the principal party and the principal party has deemed the brief advisable;
  - 2. Where the parties are oppositional, a statement as to why the brief is advisable or necessary. E.g., if the brief addresses issues of interest to ADF that may be affected by the decision in the present case; or
  - 3. Where a series of amicus briefs are being coordinated by ADF or an ally identified by ADF that is working closely with the principal party, an affirmation that the amicus brief has been coordinated with the alliance and the brief has been deemed advisable;
  - 4. In the unusual circumstance where coordination is not feasible, the applicant must include a statement setting forth in detail the efforts made to coordinate and set forth an explanation as to why coordination was not feasible.

(Coordination as used in this section is intended to mean that the principal party or coordinating ally had an extended discussion with the applicant about all of the claims and arguments to be addressed in the amicus brief and the principal party or coordinating ally agrees that the arguments raised in the proposed brief are consistent with an agreed upon legal strategy)

- h. The application must also indicate how the brief presents unique information or perspective that can help the court beyond what the lawyers for the parties are able to provide and why it would be of assistance to the court in addressing issues of general interest.
- i. No funding is available for amicus briefs submitted to the U.S. Federal Appellate Court in cases in which ADF is a counsel of record for a party before the court.
- j. ADF will not fund duplicate amicus briefs, those being ones that primarily address the same or related issues. Should the issue of duplicate amicus brief applications arise, it will be the responsibility of the principal party, or the member of the alliance coordinating the various briefs, to indicate which brief should receive funding consideration.
- k. ADF funding for an amicus brief that is substantially similar to or covering the same primary topics with substantially similar analysis as a brief previously funded by ADF when the applicant has submitted funding requests for both briefs may be reduced from the maximum funds allowable for amicus briefs.
- l. ADF funding for amicus briefs is subject to preset limits set forth in section III.B.2. of this policy.
- m. ADF will consider a grant request for an amicus brief before its filing with the court; however, in the event ADF pays on the grant and the amicus brief is subsequently not accepted for filing, the grantee shall refund the grant amount.
- n. ADF will not pay for the coordination of amici signers as separate from the funding of the actual amicus brief. Any coordination effort in connection with a particular amicus brief will be considered part of the amicus brief cost. The funding of a project to coordinate multiple amicus briefs is addressed in section I.B.5.

### **3. When funding is requested to intervene as a party to pending litigation**

In exceptional circumstances ADF may fund legal work in which the applicant is desiring to intervene in order to protect significant legal interests consistent with the scope and mission of ADF but the applicant has not been made a party to the action.

- a. The matter in which intervention is sought must meet the qualifications set forth in section I.A.1.
- b. Funding will not exceed \$7,500 for any activity taken prior to being recognized as a party to the matter by the presiding court, including the motion to intervene or memorandum of law related to intervention.

- c. In the event intervention is granted the applicant may submit a request for supplemental funding, consistent with the limitations on supplemental funding set forth in this policy, for legal activity, costs, or expenses incurred from the date intervention was granted forward.

#### **4. When funding is requested on an emergency basis**

- a. ADF recognizes there are times when the need for funding may arise before the review council can consider the application and make its recommendation. An emergency funding request may go directly to ADF Executive Legal Council (bypassing the GRC) in the following circumstances. See section II.A.3:
  - 1. The opportunity to effectively proceed with the case will be lost or substantially compromised if funding is not awarded prior to the next regularly scheduled meeting of the review council;
  - 2. The amount requested is only what is necessary to get the case through the emergency stage, but in no event shall the amount requested exceed \$10,000 on matters normally subject to the review of the GRC pursuant to section II. A.2.; and
  - 3. An online grant application has been submitted to ADF.
- b. There may be no more than one emergency funding request for any individual matter.
- c. An emergency request is intended to cover out of pocket expenses that would make proceeding with litigation or time sensitive matter unfeasible without immediate financial provision.
- d. An emergency award is not intended to provide assurance to an applicant that their time will be covered or that additional funding will be available.

### **B. INDIRECT LEGAL ADVOCACY MATTERS THAT QUALIFY FOR FUNDING (LEGAL PROJECTS/SCHOLARLY WRITING/POLICY ANALYSIS)**

#### **1. Projects Related to Direct Advocacy**

- a. As a general policy, ADF will not fund “Projects Related to Direct Advocacy” with the possible exception of a narrowly defined project that is:
  - 1. In anticipation of an adversarial proceeding - meaning that the strategic decision to engage in the adversarial proceeding has already been made and all preliminary investigations are complete or nearly complete, or
  - 2. In anticipation of developing litigation / adversarial opportunities – meaning a factual or legal scenario has been identified in which ADF is convinced that opportunity should be a strategic priority and the legal theory to achieve successful decisions in a series of matters is complete or nearly complete.

- b. Designed to result in:
  - 1. Pro-active litigation or direct legal advocacy;
  - 2. Initiated by the plaintiff;
  - 3. For the expressed purpose of establishing favorable precedent or challenging legislation with broad ramifications; and
  - 4. Addressing one of the three areas of concern of ADF - religious liberty, sanctity of life, and the defense of marriage and family values.
- c. The project must have clearly defined goals with an anticipated finish date and objective standards for measuring success. All funding will go to exclusively legal tasks.

## **2. Projects Related to Indirect Advocacy**

- a. As a general policy ADF will not fund “indirect legal advocacy projects” with the possible exception of a narrowly defined project that is clearly designed to accomplish goals consistent with the mission and focus of ADF.
  - 1. Such projects must have clearly defined goals that can be tangibly measured and contain a concrete beginning and ending date.
  - 2. ADF shall be provided copies, preferably in electronic format, of all work products associated with the project.
- b. Terms and Qualifications
  - 1. Payment for the project will be made upon satisfactory completion of incremental bench marks and shall be made retroactively.
  - 2. Reimbursement for expense shall be paid upon the receipt of invoices.
  - 3. Periodic status reports in a manner and format acceptable to ADF will be made for the entire life of the project.

## **3. Legislative Work or Public Policy Advocacy before a Governing Body**

- a. Graduate attorneys of the ADF Legal Academy may apply time spent on legislative work or public policy advocacy before a governing body in satisfaction of their pro bono commitment if the legislative work is for:
  - 1. Neutral legal research on legislative bills or policy pronouncements by a multinational body such as the United Nations
  - 2. Neutral legal research on a subject requested by a legislator or member or delegate to a multinational body such as the United Nations; and/or
  - 3. Testimony before a legislative or multinational body dealing with the legal ramifications of a particular piece of legislation or policy pronouncement; and/or

4. Legal opinion based on the lawyer's independent review of the issue before him/her; and
  5. Directly relates to one of the three areas of concern of ADF - religious liberty, sanctity of life, and the defense of the marriage and family.
- b. It is not a requirement that the lawyer have no personal opinions on the matter; however, the legal work must be free of clouding bias, must be comprehensive, and must not be couched in pejorative, advocacy terms.
  - c. In very limited situations, ADF will consider applications for funding for legal work consistent with section I.B.3.a.
  - d. No funding will be provided for promoting a particular political campaign, electioneering, or the solicitation of votes for pending or proposed legislation.

#### **4. Moot Courts**

- a. Application for moot court funding in cases in which ADF is funding the principal case should be included as part of the cost of the principal case and requested by the principal party.
- b. Application for moot court funding in cases in which ADF is either not funding the principal case or is funding only amicus activity may be submitted by the party seeking to conduct (as opposed to someone merely seeking to attend) the moot court.
- c. Absent extraordinary circumstances funding for the coordination of moot court (s) related to a single oral argument will be limited as follows:
  1. For a case that has not been accepted for review by the U.S. Supreme, the high appellate court of a country, or a high appellate court with multinational jurisdiction funding may not exceed \$3,000.00.
  2. For a case that has been accepted for review by the U.S. Supreme Court, the high appellate court of a country, or a high appellate court with multinational jurisdiction funding may not exceed \$5,000.00
- d. Funding will be limited to covering some or all of the following:
  1. Time spent communicating with counsel for the party relating to coordination efforts.
  2. Time spent collecting and disseminating materials to legal counsel participating in the coordinated efforts.
  3. Time spent preparing for or hosting coordinated meetings among participating legal counsel.
  4. Printing and communications costs.
  5. Transportation costs of legal counsel participating in the coordinated efforts.

- e. Funding will not be available to reimburse other participating legal counsel for travel time, preparation time, or time spent participating in moot courts or coordinated efforts.

## **5. Amicus Projects**

- a. In general, ADF will not pay for the coordination of amici as separate from the funding of the actual amicus brief. Any coordination effort in connection with the amicus brief will be considered part of the amicus brief cost. The only exception to this policy is for a case that is:
  - 1. Pending hearing at the U.S. Supreme Court the high appellate court of a country, or a high appellate court with multinational jurisdiction;
  - 2. Has significant implications that directly impact the mission of ADF; and
  - 3. ADF is not funding parties to the case.
- b. The grant application must show:
  - 1. The specific need for a coordinated effort in the case;
  - 2. What amici and/or legal counsel are expected to be included in the coordination effort including the number of briefs that are anticipated;
  - 3. A specific plan as to how the coordination effort will be implemented; and
  - 4. The application must be accompanied by a completed project budget.
- c. Absent extraordinary circumstances funding for an amicus coordination will be limited as follows:
  - 1. For a case that has not been accepted for review by the high court funding may not exceed \$10,000.00.
  - 2. For a case that has been accepted for review by the high court funding may not exceed \$15,000.00.
- d. Funding will be limited to covering some or all of the following:
  - 1. Time spent identifying distinct legal topics to be addressed by amici.
  - 2. Time spent identifying parties to amici briefs and attorneys to draft the briefs.
  - 3. Time spent communicating with counsel for the party relating to coordination efforts.
  - 4. Time spent collecting and disseminating materials to legal counsel participating in the coordinated efforts.
  - 5. Time spent preparing for or hosting coordinated meeting among interested Amici and participating legal counsel.
  - 6. Time spent reviewing and consulting on briefing to ensure alignment with strategic objectives.
  - 7. Printing and communications costs.

8. Transportation costs of legal counsel participating in the coordinated efforts.
- e. Funding will not be available to reimburse other participating legal counsel for travel time, preparation time, or time spent participating in coordinated efforts or drafting of an amicus brief. If the amici coordinator drafts an amicus brief, funding for that brief must be requested in a separate grant application.

## **6. Consultation with Attorneys General, Others**

Alliance Defending Freedom will not fund consultation work performed with state attorneys general, city attorneys, or other counsel as separate from the funding of a particular matter or amicus brief.

## **C. ORGANIZATIONS THAT QUALIFY FOR CONTRACT FUNDING**

### **1. Contract Funding in General**

- a. Allied organizations that have proven to be profitable servants through the grant & funding process of ADF and have demonstrated support for the alliance may be eligible to receive a large grant designed to cover specified legal matters or projects for a specified period of time.
- b. Such funding requires approval of the ADF Governing Board of Directors, and no ADF staff member has the authority to enter into such agreement without the Board's action.

### **2. Qualifications**

- a. To be considered for contract funding, an allied organization must have demonstrated a lasting positive relationship with ADF.
  1. Generally contract funding will only be considered after the ally's successful completion of ten to fifteen (10-15) ADF grants. "Successful" does not necessarily mean a "win" in all matters in which a grant was awarded, but rather it implies that the matter was managed professionally, ethically, with superior advocacy skills (regardless of the outcome) and a successful working relationship was established with ADF.
  2. An allied organization must demonstrate a propensity to pick matters that have a viable chance to set valuable precedent and set legal standards to protect religious liberty, the sanctity of life, and the defense of Marriage and Family values and choose such matters that further strategic priorities as identified by ADF.
  3. An allied organization must have demonstrated an ability to further the alliance.

- b. An allied organization must be covered by insurance for any and all acts of professional malpractice with a commercial insurance carrier.
- c. An allied organization must be tax exempt in a manner consistent with IRC § 501(c)(3).

### **3. Terms & Obligations**

(The following terms and conditions apply unless expressly stated otherwise in the contractual agreement.)

- a. The allied organization shall conform to all IRS guidelines, regulations and revenue rulings.
- b. 50 % of all attorney fees recovered for legal matters covered by the agreement, up to the full amount of funds awarded under the agreement, will be returned to ADF for its use in funding additional legal action.
- c. ADF shall have sole discretion in determining what legal matters are covered by the agreement, and shall deem such matters as “adopted” or such similar terms as set forth in the agreement.
- d. The allied organization shall provide a report on all activity done in furtherance of the agreement **in a manner and format acceptable to ADF** at least quarterly **or** as requested by ADF. In addition to a summary report, funding recipient shall provide a copy, preferably in electronic format, all pleadings, briefs, memorandums of law, orders and decisions for any and every matter adopted by ADF.
- e. Payments for the contract funding will be issued on a schedule delineated in the agreement upon full compliance of the terms of the agreement and after the receipt and acceptance of a **qualifying** report from the allied organization. All payments shall be retroactive for work already performed.
- f. The term of a contract funding agreement shall not exceed 1 year without express consent from the ADF Governing Board of Directors, and there should be no expectation of renewal.
- g. Contract funding must be set out in writing and shall set forth clearly defined goals for determining compliance with the expectations of the parties.
- h. For each calendar year in which an allied organization receives funding from ADF as a part of contract funding, the recipient agrees to accept a request, if and when offered at the sole discretion of ADF, to fully participate in the Blackstone Fellowship through the placement and mentoring of summer law student interns for a period of approximately eight to nine weeks in the summer.

- i. All recipients of contract funding will identify through letterhead, press releases, newsletters, broadcast media in any format, and/or all other external communications will disclose the alliance relationship with ADF with these words, "Allied with the ministry of the Alliance Defending Freedom for legal strategy, litigation training, and case funding" or other wording as approved by ADF.
- j. In the event a recipient of contract funding makes any reference to teaching or training attorneys based upon participation in an ADF Legal Academy sponsored by ADF or makes reference to an affiliation of any sort with an attorney(s) that are participating in the alliance as a direct result of their attendance at the Legal Academy or via a relationship established or fostered by an affiliation with ADF, any such reference shall include a disclosure of the alliance relationship with ADF with these words "Allied with attorneys across the country as a part of a national alliance in cooperation with the Alliance Defending Freedom" or such other wording as approved by ADF.
- k. ADF may impose additional requirements upon a recipient of contract funding depending upon the capability and capacity of the recipient and the needs of ADF. Any such additional requirements will be agreed upon in writing and set forth in a contract agreement entered into between ADF and the funding recipient.

#### **D. WHEN SCHOLARLY WRITING QUALIFIES FOR FUNDING**

##### **1. Scholarly Writing in General**

- a. As a general policy only a very limited amount of funding is available for scholarly writing. Scholarly writing shall only be funded if it otherwise qualifies as a Project under I.B. Scholarly writing will generally be limited to narrowly tailored articles or notes intended for publication in Law Reviews or Legal Journals published by accredited law schools and well established legal periodicals or for presentation to scholarly symposia and legislative / policy making bodies.
- b. All proposed works must be approved by ADF prior to being drafted.
- c. All proposed works must strategically focus on current cutting edge legal questions or assertions that directly impact and may be deemed persuasive as to legal issues affecting religious liberty, sanctity of life, and the defense of the marriage and family.

##### **2. Schedule and Structure**

- a. Applicant must submit a written proposal prior to drafting the work and the proposal must contain:

1. A clear and concise statement of the legal question;
  2. A summary of the conclusions expected to be reached;
  3. A rough draft outline of the proposed scholarly work;
  4. A proposed timeline for completing the scholarly work; and
  5. A list of all, if any, law schools, periodicals, governing bodies, or symposia that have expressed interest in the publication.
- b. All funding for scholarly writing will be at a pre-set fee, but will not to exceed \$7,500, irrespective of the length of the scholarly work or the place of publication.
- c. Payment schedule:
1. 25% of the pre-set fee will be disbursed upon the approval of the proposal;
  2. 25% of the pre-set fee will be disbursed upon the receipt of a draft that is determined to be in publishable form and format;
  3. 50% of the pre-set fee will be disbursed upon actual publication.
- d. An electronic copy of the completed product will be supplied to ADF for use within the alliance. Appropriate attribution will accompany any such use.
- e. In exchange for funds granted, the author of the work agrees to grant ADF a license to print, reprint, distribute, and edit the work product in whole or in part consistent with the charitable purposes of ADF.
- f. In the event the work is never completed, all work product will be forwarded to ADF for use as mentioned in paragraph I.D.2.e.

## **II. PROCESS FOR FUNDING APPROVAL**

### **A. REVIEW PROCESSES**

#### **1. Grant Review Cycle in General**

- a. ADF evaluates grant applications via a formal review process. The process includes:
1. The collection monthly of pending applications that are received prior to a published cut-off date. Cut-off dates for submitting grant applications are published online at [www.adflegal.org/legal/grants](http://www.adflegal.org/legal/grants);
  2. The collation and preparation of the application, supporting documentation, and development of all materials to assist in the review process;

3. The evaluation of a review council concerning the viability and priority of the matter or project that is the subject of the application as well as the amount of funding;
  4. The review and approval of the ADF Chief Executive Officer (CEO);
  5. The review and approval, if necessary, of the ADF Governing Board of Directors; and
  6. The notification of the applicants regarding the status of the request for funding.
- b. The grant review cycle recurs every month.

## **2. GRC Grant Review Process**

- a. The GRC Grant Review Process is the primary process by which grant applications are evaluated, and is used for all grant applications that do not otherwise qualify for review via the Executive Grant Review Process or the Direct Grant Review Process.
- b. The GRC Review Process is an evaluation process in which an independent review council reviews a complete grant application and makes a funding recommendation that is forwarded to the ADF CEO. The Grants and Review Council (GRC) is a group of volunteer attorneys with expertise in the legal areas directly affecting the mission of ADF. A GRC meeting is held every month. ADF holds the input of the GRC to be of great benefit and the advice of wise counsel to be a critical component of our stewardship obligation.

## **3. Executive Grant Review Process**

- a. The Executive Grant Review Process is available to review funding applications that involve matters, and projects specifically targeted by ADF, as well as funding for legal work provided on matters under the direction of ADF staff attorneys while working with the applicant in a co-counsel relationship in the representation of a client.
- b. The Executive Grant Review Process is an evaluation process that bypasses the GRC review and is reviewed by the ADF Executive Legal Council (ELC), comprised of senior executive staff in the legal department. The ELC will forward a recommendation to the ADF CEO.
- c. Qualifications for Executive Review Include:
  1. The application is to support direct litigation or an amicus brief in which ADF staff attorneys are acting as lead counsel while working with the applicant as co-counsel in representation of the same party or client; or
  2. The application is to support litigation or a project involving international jurisdiction or a matter outside the expertise of the GRC.

#### **4. Direct Review Process**

- a. The Direct Review Process is available to review funding requests for small amounts that do not require the direct approval of the ADF CEO or Governing Board of Directors.
- b. The senior counsel responsible for the Grants and Funding program may approve a grant requests that meet the following qualifications:
  1. The funds requested are, absent extraordinary circumstances, limited to covering out of pocket expenditures to assist in the provision of pro-bono hours that are in furtherance of a matter or project that provides a direct benefit to ADF; and
  2. The funds requested do not exceed \$6,000.
- c. The CEO and General Counsel of ADF may, in his sole discretion, approve a funding request; however, this discretion is exercised in very limited circumstances, as it is the practice of the CEO to direct funding requests to a grant review process that incorporates the benefit of a review council.

#### **B. INITIAL FUNDING REQUEST**

1. The review process begins upon the receipt of a completed **online application** for funding. An application will not be considered complete if it is unaccompanied by the requested support documentation. An online application may be accessed at: [app.adflegal.org/grant](http://app.adflegal.org/grant).
2. An applicant that is requesting the application to be evaluated using the Direct Review Process should identify the application as a “Cost Grant” when completing the online application and keep the amount requested to less than \$6,000.
3. A funding request for a matter may be submitted for direct legal advocacy after the matter has progressed to the point consistent with section I.A.1.f.
4. A funding request for direct legal advocacy may be submitted for:
  - a. Legal work and associated costs and expenses by counsel for the principal party;
  - b. Amicus work, or;
  - c. A motion to intervene as a party.

ADF typically does not fund work by attorneys not officially admitted in the action or participating in the drafting of an amicus brief.

5. A funding request for a project may be submitted at any point in a project, however, funding for the project will be prospective from the date ADF receives the application into its offices, unless otherwise permitted by section II.B.8.
6. To consider a request for a grant, ADF must receive:
  - a. One completed grant application submitted online with a completed matter or project budget estimate and one set of the required attachments **in electronic format**.
    1. Applications submitted without budgets will not be processed.
    2. If the request is for an amicus brief, an electronic copy of the amicus brief should be submitted prior to consideration by the review council.
  - b. Grant applications must be received by the close of business in the Arizona office of ADF on or before the deadline date for the pending grant review cycle. Cut-off dates for submitting grant applications are published online at: [www.adflegal.org/legal/grants](http://www.adflegal.org/legal/grants).
  - c. Grant applications received after the deadline will be prepared for the following grant review cycle.
7. By applying for, accepting, or utilizing funds via the grants and funding program, all applicants and the attorney(s) whose legal services are to be covered in whole or in part by such funds acknowledge and/or agree:
  - a. To obtain consent from the client(s) to allow and to place, at the sole discretion of ADF, an ADF staff attorney(s), or other attorney(s) as ADF may designate, on the pleadings of the case so as to permit ADF to provide legal assistance if requested by the applicant. While being added to the pleadings is at the discretion of ADF, for applicants acting as lead council, they will remain lead on the case, and all parties understand that the involvement of ADF shall be limited to assisting at the request of the applicant;
  - b. If the application is to fund an amicus brief that has not been filed, to obtain consent from the client(s) to allow and to place, at the sole discretion of ADF, an ADF staff attorney(s) as counsel on the brief and/or include ADF as a party in interest to the brief. While being added to the brief is at the discretion of ADF, the primary author of the brief maintains control over the content of the brief;
  - c. That all funds awarded are to be used exclusively for the stated project or matter;
  - d. To provide ADF a full accounting of the use of all funds awarded;

- e. To provide evidence of total hours, costs and expenses incurred to complete the legal matter or project for which funding is provided (for example: complete billing records for all attorneys and staff representing a party or amici, or documents filed with the court requesting and verifying attorneys fees and/or costs);
- f. To advise ADF in a manner and format acceptable to ADF of the status of the matter or project whenever payment is requested and on a **monthly basis** and provide copies, preferably in electronic format, of written legal materials, sample materials, and training documents, as well as electronic copies of relevant pleadings and briefs prepared as a part of the matter or project;
- g. That the above obligation of reporting extends **until the matter has reached its completion**, irrespective of the remaining funds set aside for the grant;
- h. To timely respond to questions and inquiries made by ADF staff to assist in the evaluation of the outcome of the legal matter funded;
- i. That all attorneys of record and in an attorney-client relation in the matter are members of a state bar in good standing and will act in conformity with applicable law;
- j. To promptly execute and return a disclosure agreement;
- k. To permit ADF to use the grantee's, attorney's, and the client's name and to publicize the issuance of the award and other related matters;
- l. That in the event the recipient receives funds or is awarded, by the courts, via settlement, or through other proceedings or agreement, any costs, fees, and/or expenses, without regard to the title, label, or designation of the funds, relating to the matter for which the referenced funds have been received, recipient will notify ADF of such receipt and will **reimburse ADF for all funds disbursed by ADF**. ADF shall be reimbursed up to the full amount of funds paid to the grantee for the above referenced matter prior to any other costs, fees, and/or expenses being distributed;
- m. That upon the completion of the matter or project, whether the result be positive or negative, recipient and grantee will promptly advise ADF of the outcome of the matter or project and provide an electronic copy of the final decision, project, or other such documentation;
- n. That the materials, pleadings, demand letters, etc. may be stored, electronically posted and disseminated for the benefit of the alliance;
- o. That all acts of grantee and its attorneys will be in conformance with all applicable laws, IRS regulations and guidelines, rules of ethics, and biblical

principles. It is the affirmative duty of the grantee and its attorneys to ensure such conformity;

- p. That they have reviewed the ADF Ministry Friend Bill of Rights and Guiding Principles published at the end of this policy manual and will not use any ADF funding in any way contrary to either document;
  - q. To take no public position related to the matter or project for which a grant is sought those conflicts with ADF Guiding Principles or public legal strategy on matters relating to the relevant category of religious liberty, sanctity of life or the maintenance of Marriage and Family values. Should the recipient engage in other legal activity than the matter or activity described in the grant application that is outside the scope of the ADF mission, or the legal focus and strategy of ADF, such activity will be pursued with income separate and apart from any revenue resulting from any funds received from ADF;
  - r. To acknowledge their relationship as part of the greater Christian legal alliance when making any external communication about the legal matter that is the subject of a grant award with a statement such as this in appropriate public communications: "Allied with the ministry of the Alliance Defending Freedom for legal strategy, litigation training, and matter funding" or other wording acceptable to ADF;
  - s. To notify and make all reasonable efforts to coordinate any public communication, press releases, or media interaction concerning the legal matter funded by ADF with the ADF media communications department;
  - t. To provide background information to assist ADF in communicating the accomplishments of the grantee or the outcome of the matter or project; and
  - u. That acceptance of funds from ADF will act as an acknowledgment of the terms and conditions of this policy and an agreement to conform to the requirements of the Grants and Funding Policy in effect at the time a disbursement is requested and/or received, and further acknowledges that a failure to comply with the terms and conditions set forth may result in an immediate termination, at the sole discretion of ADF, of any and all grants or obligations to provide funding for any funds requested past or present.
8. Funding of the grants is prospective commencing from the time ADF receives the grant application. The only exceptions to this policy are:
- a. If the application seeking funds for a judicial or administrative proceeding filed before the court or administrative body has made any interlocutory or dispositive rulings, ADF will consider costs retroactive to the filing of the action or creation of the demand letter, as set out below; or

- b. In the case of an amicus brief application, the request can cover prospective and retroactive costs of the brief, up to the ADF policy limits as long as the application is submitted before the filing of the brief with the court or within a month thereafter. Applicant must however comply with the guidelines set forth above.

## **C. APPLICATIONS – ALLIANCE DEFENDING FREEDOM LEGAL ACADEMY ATTORNEYS**

### **1. Matching Grant**

ADF Legal Academy alumni who have not yet reported 450 qualifying pro bono hours will be eligible to apply for grant funding to cover attorney fees on a “matching” basis. In other words, if an attorney obtains a grant for a matter, he or she may bill one hour under the grant for every separate hour worked on the matter and reported in fulfillment of the first 450 hours of pro bono service.

### **2. Full Grant for Honor Corps Members**

Attorneys who have reported at least 450 hour pro bono service and have attended a subsequent ADF Legal Academy for further training and agreed to target additional pro bono reporting may seek grants for a matter or project in the following instances:

- a. In the first year of an attorney’s renewed pro bono target, upon completion of 100 pro bono hours towards the target an attorney is eligible to receive one new ADF grant without incurring a matching obligation.
- b. In the second year of an attorney’s renewed pro bono target, upon completion of 250 hours of pro bono services towards the target an attorney is eligible to receive another new ADF grant without incurring a matching obligation.
- c. In the third year of an attorney’s renewed pro bono target, upon completion of 400 hours of pro bono services towards the target an attorney is eligible to apply for grants and receive another new ADF grant without incurring a matching obligation.
- d. Upon reaching the renewed target, an attorney is no longer limited to the number of grants he/she may receive in a given time period.
- e. Once hours are reported as part of the pro bono commitment they are not eligible for payment, should a full grant be awarded subsequently.

(The approval or denial of a grant has no effect on the pro bono commitment an attorney has agreed to by his/her attendance at an ADF Legal Academy.)

#### **D. TABLED APPLICATIONS**

Requests for additional information on applications for funds that have been deferred from consideration by ADF must be responded to in writing within six months from the date of the letter requesting additional information. If this information is not received within the prescribed time, the funding request will be denied. A completely new application for funds must be submitted if funding is sought again for the same matter or project.

#### **E. SUPPLEMENTAL FUNDING REQUEST**

1. Recipients of previously awarded funds that have been exhausted consistent with the terms of the grant may apply for supplemental funding in a pending matter or project. However, simply because ADF has funded the matter or project in the past does not guarantee that supplemental funding will be granted. Each request for funding in any one matter or project is considered on its own merits and will go through essentially the same review process as the initial funding request.
2. To consider a supplemental funding request, ADF must receive from the applicant a completed online supplemental application, and a budget estimate for the newly requested funds. An online supplemental application may be accessed at: [app.adflegal.org/grant](http://app.adflegal.org/grant).
3. Applications for supplemental grants must be received by the close of business in the Arizona office of ADF, on or before the cut-off date for the pending grant review cycle. Cut-off dates for submitting grant applications are published online at: [www.adflegal.org/legal/grants](http://www.adflegal.org/legal/grants).
4. Applications received after the deadline will be prepared for the following grant review cycle.
5. A supplemental request for funding can be made at any stage of the litigation or project. Funding, however, is prospective only unless there is a specific request for a certain sum of money designated as “Request for Retroactive Funding” to cover past costs and attorneys’ fees. In no event shall money awarded for past costs and attorneys’ fees exceed \$10,000.00 or cover past costs or attorneys’ fees incurred or accrued more than 60 (sixty) days prior to the receipt of a request for supplemental funding and all funds previously set aside have been fully expended. The request for past costs will be taken up by the evaluation committee separate from the prospective amount requested.

#### **F. PETITIONS TO ALLIANCE DEFENDING FREEDOM**

ADF considers carefully all applications for funds submitted. It is important that the attorneys who evaluate the grant requests, the CEO, and the ADF Governing Board are free to assess each grant objectively. To that end, petitions made directly to ADF staff, Founders, Governing Board, and members of the GRC on behalf of a particular grant application cannot and will not be considered. Such petitions will be considered

counterproductive. All requests for funding must go through an established grant review process and ultimately be reviewed by the ADF Governing Board of Directors. No ADF employee is authorized to promise or authorize funding independent of this policy and any such representation to the contrary will be deemed *ultra vires*.

#### **G. CONFIDENTIALITY**

Unless mandated by legal statute or court order, ADF does not reveal the dollar amount of any grant award to anyone other than the attorney and/or party making the application with ADF. Said parties shall not reveal the grant award amount or hourly compensation rates without the express permission of ADF. Alliance Defending Freedom does not require an applicant to reveal attorney-client privileged information. Any information revealed in the grant application or in communications with the grants and funding department concerning the grant or status of the matter or project being funded may be deemed to be communicated to a third party and may be discoverable.

#### **H. ATTORNEY-CLIENT RELATIONSHIP**

The review of a grant application, and communications related thereto, or the award of a grant does not create an “attorney-client” relationship between ADF and persons or entities receiving funds. An “attorney-client” relationship requires a mutual understanding between ADF and a person or entity seeking legal services whereby both parties intend that an authorized attorney employed by ADF will provide legal services on behalf of the person or entity. An “attorney-client” relationship can only be established with ADF by an express agreement between the client, or an authorized agent of the client, and an attorney employed by ADF with authority to commit ADF to providing legal services for the benefit of the client. Communications regarding funding or status of the matter or project giving rise to the funding request does not constitute legal advice.

#### **I. COMMUNITY BENEFIT AND ECONOMIC FEASIBILITY**

ADF funding is limited to services that are a benefit to the community as a whole representing a significant public interest where such representation is not ordinarily provided by traditional private law firms. Typical public interest matters are not economically feasible for private firms because no individual has sufficient economic interest to warrant bearing the cost of private counsel. Rev. Rul. 75-74. Therefore ADF funding will only be provided with an affirmative representation that the matter sought to be funded is a benefit to the community as a whole and that due to economic feasibility, it is unreasonable to expect this matter to be handled by a traditional private law firm.

### **III. PROCESS FOR PAYMENT OF FUNDS**

#### **A. GENERAL REQUIREMENTS FOR PAYMENT OF FUNDS**

## **1. General Requirements**

Once funding is awarded, the money awarded is immediately set aside and designated to be used solely for the purpose consistent with the goals stated in the application for funds. ADF generally pays after services are provided, costs are expended, upon receipt of invoices demonstrating the work that has been completed, and a complete matter or project update submitted in an acceptable format. An invoice for fund disbursement must be submitted independent of a request for a supplemental grant. Time and expense records submitted with a request for supplemental funds will not be considered as an invoice for the distribution of funds.

- a. All invoices should include:
  1. The present status of the matter or project;
  2. The dates on which work occurred;
  3. A description of the work/activity;
  4. Identification of the person who completed the task, by name and title;
  5. And the amount of time spent on each activity;
  6. If the invoice is for an amicus brief, a copy of the filed brief, including signatures, in searchable electronic format must be submitted before the invoice can be processed.
  
- b. All matter updates should be submitted in a format or on a form approved by ADF and should contain information, including dates or anticipated dates of occurrences and an outcome report on at least the following court activities:
  1. Case filing;
  2. Filing dispositive motions;
  3. Filing motions for TRO or preliminary injunction;
  4. Responses to a complaint or dispositive motion;
  5. Hearing on a dispositive motion, trial or oral arguments;
  6. To the extent possible, a time frame to anticipate a ruling;
  7. All rulings on dispositive motions, final judgments and appeals;
  8. Filing of Statement(s) of Issues on Appeal;
  9. Anticipated dates for filing appeal, motion for rehearing, or petition for certiorari; and
  10. Granting or denial of appeal, motion for rehearing, motion for en banc review, or petition for certiorari.

## **2. Moral Responsibility**

As stewards of limited resources sacrificially given, ADF seeks to award funding to allies that strive to act in a manner consistent with the Guiding Principles of ADF; therefore, ADF reserves the right to deny or discontinue funding, regardless of the merits of the proposal or request, in instances where ADF has knowledge that the applicant is engaged in activity involving moral turpitude and/or sexually immoral conduct.

### **3. Sole Discretion of Alliance Defending Freedom**

- a. The terms of this policy do not constitute a contract and may be modified, changed, or updated and is subject to change without notice at the sole discretion of ADF. All grant recipients have an affirmative duty to be aware of and comply with the current policy and related revisions.
- b. ADF reserves the right to cancel or modify any grant or funding agreement in its sole discretion. The receipt of funds is not a right or entitlement and the awarding of funds does not create such a right on the part of the grant recipient or funding beneficiary. This policy does not create a contract or establish an affirmative obligation upon ADF, but rather this policy sets forth the expectations and understandings pertaining to the operation of a grantee-grantor relationship.

### **4. Acceptance Equals Acknowledgement**

Acceptance of any funds from ADF acts as an acknowledgement of and an agreement to conform to the requirements of the Grants and Funding Policy in effect at the time the funds are received.

### **5. Set Rate for Reimbursement of Time**

ADF reimburses time expended on legal work that is subject to a grant award at a set rate capped by the Governing Board of Directors. This rate is not intended to reflect market value and is not dependent upon the experience or expertise of those contributing their time and effort in the legal battle, but rather it is a mechanism to allow ADF to distribute scarce resources to more matters and projects while permitting those contributing their time and effort to receive compensation for such contributions. For a current rate schedule please contact the Grants and Funding staff at 480-444-0020.

## **B. PAYMENT OF FUNDS FOR MATTERS OF DIRECT LEGAL ADVOCACY**

### **1. Representing Parties to an Adversarial Process**

- a. ADF limits funding for initial investigations into a legal matter. Consequently, funding for work done before a matter is formally instituted is limited as follows:
  1. Up to seven hours for work on the demand letter; or, in the event no demand letter is sent;
  2. Time spent drafting the complaint.
- b. ADF will not distribute funding in excess of \$10,000.00 for legal work or expenses performed without a formal pleading being filed with the court to officially commence active litigation. In unusual circumstance, such as when an extensive complaint is accompanied by interlocutory or dispositive motions on the merits, it may be possible for a grant recipient to request reimbursement for time

or expenses incurred in excess of \$10,000.00 that occurred prior to a suit being filed, but such circumstances will only be evaluated after the initial filings are made.

- c. No ADF grant money will be paid or used for:
  1. Time spent preparing or processing the grant application for funds or communication with ADF regarding the processing of a funding request or funding payment;
  2. Time spent or costs related to media on the matter/project;
  3. Travel time, unless the travel time is spent actively working on the matter/project. The presumption will be that travel time was not spent working unless the invoice clearly indicates what portion, if any, of the travel time is compensable because of work;
  4. Any type of fee an entity may charge for its services; nor,
  5. Satisfaction of any court imposed fines, sanctions, costs, fee awards, damages or similar benefiting the opposing party.

## **2. Amicus Briefs**

- a. Funding for amicus briefs will be carefully considered. The review council will exercise prudence in determining the amount of the award to facilitate the strategic disbursements of limited resources; however, funding for amicus briefs accepted for filing by the courts shall not exceed:
  1. \$9,000 for the U.S. Supreme Court and the European Court of Human Rights;
  2. \$7,500 for other federal appellate and international courts;
  3. \$7,500 for state supreme courts (or lower courts if the factors in section I.A.2.d. or I.A.2.e. apply)
- b. In extraordinary circumstances, such as where the tribunal has granted the amicus party to the right to participate in oral argument, Alliance Defending Freedom will consider requests for additional funding.

## **C. PAYMENT OF FUNDS FOR INDIRECT LEGAL ADVOCACY MATTERS**

### **1. Funding of Projects**

- a. A funding request for a project may be submitted at any point in the project, however, funding for the project will be prospective from the date ADF receives the application into its offices.
- b. Funds will be paid either in installments or upon completion of the project and made against invoices supported by appropriate documentation. The funds are to be used for legal work and associated costs only. No ADF funding will be paid or used for:

1. Time spent preparing or processing the grant application for funds or communication with ADF regarding the funding process or payment process;
  1. Time spent or costs related to media on the matter/project;
  2. Travel time, unless the travel time is spent actively working on the matter/project. The presumption will be that travel time was not spent working unless the invoice clearly indicates what portion, if any, of the travel time is compensable because of work;
  3. Any type of fee an entity may charge for its services;
  4. Any time spent directly soliciting votes on pending or proposed legislation or electioneering activities; nor,
  5. Satisfaction of any court imposed fines, sanctions, costs, fee awards, damages or similar benefiting the opposing party.
- c. Invoices must be accompanied by a short update on the status of the project provided in a format acceptable to Alliance Defending Freedom.

## **2. Exception for Legislative Work**

Payment for grants submitted in accordance with the Legislative Work Policy above will be made after Alliance Defending Freedom has reviewed the work performed and is satisfied with its legal nature.

## **D. SCHOLARLY WRITING**

### **1. General Requirements**

All funding will be at a pre-set fee consistent with section I.D.1.

### **2. Payment schedule:**

- a. 25% of the pre-set fee will be disbursed upon the approval of the proposal;
- b. 25% of the pre-set fee will be disbursed upon the receipt of a draft that is determined to be in publishable form and format;
- c. 50% of the pre-set fee will be disbursed upon actual publication of the article or note.

## **E. MAINTENANCE OF FUNDING ACCOUNTS WITHOUT ACTIVITY IN 12 MONTHS**

Matters and projects may be completed prior to the exhaustion of the funds set aside for the matter or project. Funds set aside by ADF whose balance has remained unchanged for a period of 12 consecutive months will be released to support other matters, projects, or strategic goals with written notice to the grantee. Upon receipt of the release notice the grantee may submit a request to ADF to not release the said funds. The grantee must submit the request within 30 days of the release notice. In the request the grantee should address 1) why the set aside funds were not accessed for 12 consecutive months, assert 2) that the matter remains active or that the funded project is actively proceeding, and confirm 3) that the undistributed funds are necessary to the continued advancement of the matter or project. ADF will then determine whether the funds set aside should be released and advise the grantee. Once funds are released, they are no longer available to the grantee for disbursement.



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## *Guiding Principles*

### Christ-Centered

We rely solely upon God's redemptive grace for our existence, our vision, and our sustenance, trusting in His sovereignty as we seek to convey hope to all we serve.

### Servant-Oriented

We are committed to anticipating and meeting the legal needs of those dedicated to preserving religious freedom.

### Committed to Victory

We will prayerfully enter every battle expecting to win, while always demonstrating respect toward those who oppose us.

### Committed to Excellence

We are dedicated to achieving superior quality and exceptional results in defending and advocating for the right of people to freely live out their faith.

### Committed to Stewardship

We acknowledge that all resources are a gift from God and hold ourselves to the highest standards of accountability to Him and those who support our efforts.



ALLIANCE DEFENDING  
**FREEDOM**  
FOR FAITH. FOR JUSTICE.



## MINISTRY FRIEND BILL OF RIGHTS

**As an Allied Ministry Friend, who endorses the work and ministry of Alliance Defending Freedom ministry, you have the right:**

1. To know that Alliance Defending Freedom will never sell, rent, or make available your name or information related to your gifts for non-Alliance Defending Freedom purposes.
2. To know how Alliance Defending Freedom spends funds available to us and to be made aware of the cases or operations your gifts help fund.
3. To know that Alliance Defending Freedom is in compliance with federal, state, and municipal laws.
4. To restrict or designate your gift to one of our priority projects.
5. To receive a quick response to your inquiries about Alliance Defending Freedom finances and programs.
6. To visit our ministry offices and meet with us personally.
7. To expect that Alliance Defending Freedom will never use high-pressure tactics to solicit your support.
8. To know that Alliance Defending Freedom is efficient, organized, and well-managed.
9. To know that Alliance Defending Freedom has an involved and responsible independent Board of Directors that takes its oversight duties very seriously.
10. To know that our appeals for funds are truthful and accurate to the very best of our knowledge.