

By signing this Memorandum of Understanding (MOU), Grantees/Contractors and the Arizona Bar Foundation (collectively, “the Parties”) acknowledge and agree that the legal services, legal education, community outreach, legal orientations, and any other programming provided with funding from the Arizona Bar Foundation, including for the 2027 grant year and moving forward, have been and will continue to be exclusively for lawful activities authorized and protected by applicable federal and Arizona law, the constitutional, statutory, and professional obligations described below, and any other applicable legal funding requirements:

- 1) **Authorized Legal Services.** The Parties acknowledge that all legal advice, legal representation, legal education, community legal outreach, and assistance with court processes provided under this MOU will be lawful professional activities authorized under Arizona law, Arizona Supreme Court rules governing the practice of law, and applicable professional regulations.
- 2) **Freedom of Expression and Educational Outreach.** The Parties acknowledge that legal education, community legal outreach, legal orientations, legal advocacy on behalf of clients, and related programming and communications provided under this MOU will constitute activities protected by the First Amendment to the U.S. Constitution and Article II, Section 6 of the Arizona Constitution.
- 3) **Access to Courts and Petition Rights.** The Parties acknowledge that legal representation, legal advice, legal education, and assistance with court processes provided under this MOU will further the constitutional right to petition the government for redress of grievances and meaningful access to the courts and the judicial process under the First Amendment to the United States Constitution, Article II, Section 11 of the Arizona Constitution, and other applicable provisions of federal and Arizona law.
- 4) **Due Process and Fundamental Fairness.** The Parties acknowledge that services provided under this MOU will support meaningful participation in legal proceedings, access to the courts, due process, and the fair administration of justice as protected by the Fifth and Fourteenth Amendments to the United States Constitution and Article II, Section 4 of the Arizona Constitution.
- 5) **Accommodation and Protections.** Grantee/Contractor agrees to provide any legally required reasonable accommodations and that the legal information and services provided under this MOU will meet all accessibility requirements for individuals with disabilities, consistent with applicable provisions of the Americans with Disabilities Act, Section 504 of the Rehabilitation Act (where applicable), the Arizona Civil Rights Act, and other applicable federal and Arizona law and legal requirements.
- 6) **Universal Nondiscrimination and Equal Protection.** Grantee/Contractor agrees to administer programs in a nondiscriminatory manner consistent with Title VI of the Civil Rights Act of 1964, applicable federal and Arizona civil rights laws, constitutional equal-protection principles, and any other applicable legal requirements. Eligibility for services is determined according to applicable program requirements, enforceable funding terms and conditions, and applicable law, without discrimination on any basis prohibited by applicable federal or Arizona law.
- 7) **Changes in Law.** The Parties agree the Arizona Bar Foundation has the authority to change, modify, amend, or rescind its funding or any terms of funding if it determines in its sole discretion that it is legally required to do so or is otherwise necessary based on any changes in federal executive orders, agency guidance, administrative interpretation,

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policy memorandum, governmental directives, or other applicable legal requirements governing the funding issued under this MOU. If any federal executive order, agency guidance, administrative interpretation, policy memorandum, or other governmental directive or applicable legal requirement is modified, rescinded, superseded, challenged, or determined to be unenforceable, the remaining provisions of this MOU shall continue to be interpreted according to applicable constitutional provisions, statutes, court decisions, and professional obligations governing legal service providers. In the event of a conflict between any governmental directive, grant condition, agency requirement, administrative interpretation, or funding restriction and the constitutional, statutory, ethical, or professional obligations described in this MOU, the Arizona Bar Foundation retains the discretion to interpret and administer this MOU consistent with applicable law and governing professional responsibilities.

IN WITNESS WHEREOF, the Parties have confirmed their understanding and agreement.

Grantee/Contractor Applicant

By (print) _____

Title _____

(print) _____

Signed _____

Date _____

Arizona Bar Foundation

By (print) Kevin S. Ruegg

Title _____

(print) CEO/Executive Director

Signed _____

Date _____