

GRANT APPLICATION TERMS

BY SUBMITTING AN ONLINE GRANT APPLICATION, YOU ARE AGREEING ON BEHALF OF YOURSELF AND YOUR ORGANISATION (“**ORGANISATION**”) TO THESE GRANT APPLICATION TERMS (“**TERMS**”).

The **Google Impact Challenge on Climate** is an open call for grant applications (“**Applications**”) for possible grant funding (“**Grant**”) from Google LLC, whose principal place of business is at 1600 Amphitheatre Parkway, Mountain View, CA 94043 USA (“**Google**”), a Google subsidiary or affiliate, or Google’s grant administration partner the Tides Foundation (“**Tides**”). This is an open request for Applications and not a contest. The amount of Grant funds, the number of Grants awarded, and the Organisations selected for Grants are at Google’s sole discretion. These Terms are binding on you, individually, and your Organization as applicable.

1. ORGANIZATION ELIGIBILITY AND GRANT APPLICATION REQUIREMENTS: In order for your Organization’s Application to be considered:

- a) You must be an authorized representative of your Organization
- b) Your Organization must:
 - i) have a registered office in one of the following countries: Albania, Andorra, Austria, Belgium, Bosnia and Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Kosovo, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, Montenegro, Netherlands, North Macedonia, Moldova, Norway, Poland, Portugal, Romania, San Marino, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, Ukraine, United Kingdom.
 - ii) be a not-for-profit charity, other not-for-profit organisation, public or private academic or research institution, or for-profit social enterprise company formed under the laws of your country;
 - iii) submit an Application on the official Google Impact Challenge on Climate website (“**Site**”);
and
 - iv) not discriminate against any person or group of people in either hiring/employment practices or in the administration of programs and services, including (but not limited to) on the basis of sexual orientation or gender identity.
- c) If your Organization receives a Grant:

- i) the Grant may not be used for religious instruction;
- ii) the Grant must be used for charitable purposes;
- iii) you represent and warrant your Organization has not agreed to engage in a business transaction with Google as a condition or requirement of receiving the Grant;
- iv) you are not aware of any relationships, projects, or activities that your Organization, or any of the officers or board members on behalf of your Organization, have that create or could create a potential conflict of interest in connection with this application or the receipt of a potential grant;
- v) your Organization must agree to the terms of a Grant agreement provided by Google or Tides.

2. **Application Period:** Google will accept Applications on the Site for the Google Impact Challenge on Climate between 8:00 a.m. CET on 14 September 2020 and 11:59 p.m. CET on 6th November 2020 (“**Application Period**”).
3. **Due Diligence:** If your Organization is considered for a Grant, you may be asked to provide information to supplement your Organization’s Application, such as financial statements, information regarding senior leadership and board members, additional details about the project idea and other information Google deems necessary to evaluate your Organization or its Application.
4. **Taxes:** Monetary grants to Organizations are subject to the express requirement that Organizations submit to Google all documentation requested by Google to permit it to comply with all applicable tax reporting and withholding requirements. All cash grants will be net of any taxes Google is required by law to withhold. All taxes imposed on grants and/or in-kind grants are the sole responsibility of the Organization. If Organization is selected to receive a Grant, in order to receive a Grant, Organization must submit the tax documentation requested by Google or otherwise required by applicable law, to Google or the relevant tax authority, all as determined by applicable law. Organization is responsible for ensuring that it complies with all applicable tax laws and filing requirements. If Organization fails to provide such documentation or comply with such laws, Google or Tides, as applicable, may, in its sole discretion, rescind the Grant.
5. **Licence to Application Contents and Materials:** For the purpose of evaluating the Grant Application, Organization hereby grants to Google and its affiliates, partners and representatives a nonexclusive, worldwide, royalty-free, fully paid, perpetual, irrevocable licence (with the right to sublicense) to reproduce, modify, adapt, publish, translate, create derivative works from, distribute, copy, display and otherwise use all materials submitted in the Application and any additional materials provided as part of the Application review process (“**Materials**”).

To help Google with its review of your Application, Google may disclose your Application and Materials to its employees, consultants, agents and other third parties. Your Application, Materials and ideas may become public and those who are exposed to your ideas, including but not limited to Google, may be working on similar ideas or technology now or in the future. By submitting an Application, you, to the fullest extent permitted by law, waive any claim that information included in your Application or Materials is proprietary or confidential.

All Organizations selected to receive a Grant will be required to sign a Grant agreement, which will include a provision which states that any patent rights, copyrights, trade mark rights, rights in trade secrets (if any), design rights, database rights, domain name rights, moral rights, and any other intellectual property rights (registered or unregistered) throughout the world ("Intellectual Property Rights") created with Grant funds will be provided free for any use under an open source licence and will be widely disseminated.

6. **PRIVACY:** You and your Organization agree that your personal information and Organization's information provided in the Application and Materials, including name, postal address, phone number, and email address may be processed, stored, shared and otherwise used within the context of the Application review process and Grant administration. Such information may also be transferred to countries outside the country of Organization's incorporation. Such other countries may not have privacy laws and regulations similar to those of the country of Organization's incorporation.

You have the right to access, review, rectify or cancel any personal data held by Google in connection with the Application by writing to Google at the address listed above. All personal information you provide in the Application or Materials is subject to Google's Privacy Policy, located at: <http://www.google.com/intl/en/policies/privacy/>.

Organization agrees that, in performing its obligations under these Terms, it will comply with all applicable laws, directives, regulations, codes of practice and rules relating to privacy, data security, data protection, direct marketing and the sending of unsolicited commercial promotions.

7. **PUBLICITY:** By accepting a Grant, Organization hereby grants to Google, its affiliates, partners, representatives, agencies, and Tides a nonexclusive, worldwide, royalty-free, fully paid, transferrable, perpetual, irrevocable licence to use the Organization's trade names, trade marks, service marks, logos, domain names, other distinctive brand features, and publicly available information about the Organization, information about the Grant, and/or related materials approved by the Organization
8. **REPRESENTATIONS AND WARRANTIES:** You warrant that you are acting within the scope of your authority as an employee, officer or director of the Organization, that the Organization has consented to you submitting an Application on its behalf, and that you have the full right and power to enter into and perform the obligations under these Terms, including sufficient rights to grant the licences

granted hereunder. You further warrant that your actions do not violate your Organization's policies and procedures.

Organization warrants that:

(a) it will comply with all applicable laws and regulations (including, without limitation, the U.S. Foreign Corrupt Practices Act of 1977, the UK Bribery Act of 2010 and all other applicable commercial and public anti-bribery laws);

(b) entering into these Terms will not cause the Organization to breach any contractual obligations to a third party;

(c) the Organization and its directors, officers, employees and agents have not and will not offer, pay, promise or authorise the payment, directly or through any other person or entity, of anything of value for the purpose of inducing or rewarding any favorable action or influencing any act or decision in connection with Google's business to a candidate for public office or to an official or employee of a government, government-controlled entity, public international organisation or political party;

(d) the Application, the project described therein, the Materials and any other materials provided by the Organization to Google in connection with the Terms:

(i) are not defamatory of any person;

(ii) do not infringe any third party rights (including Intellectual Property Rights);

(iii) do not contain or infringe any confidential or proprietary information; and

(iv) are free from any viruses or other malicious code.

9. NOT AN OFFER OR CONTRACT OF EMPLOYMENT: Under no circumstances shall the submission of an Application, the awarding of a Grant, or anything in these Terms be construed as an offer or contract of employment with Google, its affiliates or Tides. Your Organization acknowledges that it has submitted its Application voluntarily and not in confidence or in trust. Your Organization acknowledges that no confidential, fiduciary, agency, partnership, joint venture or other relationship or implied contract now exists between you or your Organization and Google and that no such relationship is established by your Organization's submission of an Application under these Terms.

10. FORUM AND RECOURSE TO JUDICIAL PROCEDURES: The Terms are governed by English law and the parties submit to the exclusive jurisdiction of the English courts in relation to any dispute (contractual or non-contractual) concerning the Terms, save that either party may apply to any court for an injunction or other interim relief to protect its Intellectual Property Rights.

11. LIMITATION OF LIABILITY:

- 11.1** Nothing in these Terms shall exclude or limit either party's liability for:
- (a) death or personal injury resulting from the negligence of either party or their servants, agents or employees;
 - (b) fraud or fraudulent misrepresentation; or
 - (c) any other matter, to the extent that such liability may not be excluded or limited under applicable law.
- 11.2** Nothing in these Terms shall exclude or limit Organization's liability under Section 12 (Indemnity).
- 11.3** Subject to Section 11.1, neither party shall be liable under or in connection with these Terms, whether in contract, tort (including negligence) or otherwise, for any:
- (a) loss of profit;
 - (b) loss of anticipated savings;
 - (c) loss of business opportunity;
 - (d) loss of or corruption of data;
 - (e) loss or damage resulting from third party claims; or
 - (f) indirect or consequential losses;
- suffered or incurred by the other party (whether or not any such losses were or were not foreseeable or within the contemplation of the parties).
- 11.4** Subject to Section 11.1, each party's total liability under or in connection with these Terms (whether in contract, tort or otherwise) is limited to £7,500 GBP.
- 12. INDEMNITY:**
- 12.1** Organization shall indemnify Google and its affiliates, directors, officers and employees against all settlement amounts, liabilities, damages, losses, costs, fees (including legal fees), and expenses relating to any allegation or third-party legal proceeding (including action by a government authority) arising from (a) a breach of the representations and warranties in Section 8 of these Terms, (b) any misrepresentation made by the Organization in connection with the Grant Application; (c) any non-compliance by the Organization with these Terms; (d) any allegation that the Application or Materials or any other materials provided by the Organization to Google in connection with the Terms misappropriates or infringes any third party's rights, including Intellectual Property Rights, (e) acceptance, possession, misuse or use of any Grant; (f) violation of any applicable laws, or (g) tort claim (including negligence).

- 12.2** Google has the right to approve controlling counsel. Such approval not to be unreasonably withheld (and which approval may be withheld or withdrawn if there is a conflict of interest). Google may appoint its own noncontrolling counsel, at its own expense. Any settlement requiring Google to admit liability, pay money, or take (or refrain from taking) any action, will require Google's prior written consent.
- 13. MISCELLANEOUS:**
- 13.1** Notices. All legal notices must be in English, in writing, and addressed to the other party's primary contact, which for Google is legal-notices@google.com. Notice will be treated as given on receipt, as verified by written or automated receipt or by electronic log (as applicable).
- 13.2** Assignment. Neither party may assign any part of the Terms without the written consent of the other.
- 13.3** No Third-Party Beneficiaries. Unless expressly stated, these Terms do not confer any benefits on any third party.
- 13.4** Amendments. Any amendment to these Terms must be in writing, signed by both parties, and expressly state that it is amending these Terms.
- 13.5** Entire Agreement. These Terms represent all terms and conditions agreed between the parties and cancels and replaces all other agreements between the parties relating to its subject matter as at the date that the Organization submits their online Grant Application. Save as expressly set out in the Terms, no statement, representation, or warranty shall be taken to have been made or implied in the course of any negotiations between the parties prior to the Terms. Neither party will have any right or remedy in respect of any statement, representation or warranty (whether made negligently or innocently) not expressly set out in the Terms.
- 13.6** No waiver. Google and its affiliates will not be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under these Terms.
- 13.7** Severability. If any term (or part of a term) of these Terms is invalid, illegal, or unenforceable, the rest of the Terms will remain in effect.