

Google.org Impact Challenge

Google.org Impact Challenge on Climate Innovation GRANT APPLICATION TERMS

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

The **Google.org Impact Challenge on Climate Innovation** 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 Organizations 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 for a grant:

- a) You must be an authorized representative of your Organization
- b) Your Organization must:
 - i) have a registered office in your country of residence. Organizations located in Crimea, Cuba, Iran, North Korea, Russia, the so-called Donetsk People’s Republic (DNR) and Luhansk People’s Republic (LNR), or Syria and projects in those countries are not eligible to apply.
 - ii) be a registered not-for-profit charity, other not-for-profit organization, public or private academic or research institution, or for-profit social enterprise company under the laws of your country
 - iii) submit an Application on the official Google.org Impact Challenge website at <https://impactchallenge.withgoogle.com/climate2022> (“**Site**”);
 - iv) If requested, submit additional information as requested in the Application; and
 - v) not discriminate against any person or group of people in either hiring/employment practices or in the administration of programs and services, including 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; and
 - 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 a rolling basis and the application window will remain open until all selections are made. Priority consideration will be given to applications received by **12:00 p.m. GMT on 29 July 2022**. Interviews and further stages of the review process will be by invitation only and Organizations invited to further stages will be notified on a rolling basis.

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 the 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. License to Application Contents and Materials: For the purpose of evaluating the Application and announcing the Grants, Organization hereby grants to Google and its affiliates, partners, and representatives a nonexclusive, worldwide, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, copy, and display all materials submitted in the Application and any additional materials provided by Organization to Google 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 and ideas may become public and others 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 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 requiring that any intellectual property rights created with Grant funds be provided free for any use under an open source license and 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, mailing 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 emailing Google at climateinnovation-challenge@google.com. 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/>.

7. PUBLICITY: By accepting a Grant, Organization agrees and consents to Google, its agencies, and Tides use of Organization's name and logo, publicly available information about my Organization, information about the Grant, and/or related materials approved by my Organization.

8. WARRANTY: You warrant that you are acting within the scope of your authority as an employee, officer or director of the Organization, and that the Organization has consented to you submitting an Application on its behalf. You further warrant that your actions do not violate your Organization's policies and procedures. Each Organization warrants that the Application, the project described therein and Materials do not (1) infringe any third party proprietary rights, intellectual property rights, industrial property rights, database rights, personal or moral rights or any other rights, including without limitation, copyright, trademark, patent, trade secret, privacy, publicity or confidentiality obligations; (2) contain confidential or proprietary information; or (3) otherwise violate applicable law.

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 either Google. 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 or other relationship or implied-in-fact 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: These Terms shall be governed by, subject to, and construed in accordance with the laws of the State of California, United States of America, excluding all conflict of law rules. If any provision(s) of these Terms are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.

11. ARBITRATION: By submitting an Application, your Organization agrees that exclusive jurisdiction for any dispute, claim, or demand related in any way to your Organization's Application will be decided by binding arbitration. All disputes between your Organization and Google of whatsoever kind or nature arising out of these Terms, shall be submitted to Judicial Arbitration and Mediation Services, Inc. ("**JAMS**") for binding arbitration under its rules then in effect in the San Jose, California, USA area, before one arbitrator to be mutually agreed upon by both parties. The parties agree to share equally in the arbitration costs incurred.

12. LIMITATION OF LIABILITY. NEITHER GOOGLE NOR ITS EMPLOYEES, INTERNS, CONTRACTORS AND OFFICIAL OFFICE-HOLDERS OF GOOGLE, TIDES OR THEIR PARENT COMPANIES, SUBSIDIARIES AND AFFILIATES (“**SPONSOR**”) WILL BE LIABLE FOR ANY LOST REVENUE, LOSS OF GOODWILL, EXEMPLARY OR PUNITIVE DAMAGES, OR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL LOSSES (WHETHER OR NOT FORESEEABLE OR CONTEMPLATED BY THE PARTIES AS OF THE DATE ORGANIZATION SUBMITS A GRANT APPLICATION. GOOGLE AND EACH OF THE OTHER SPONSOR’S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT IS LIMITED TO US\$10,000. NOTHING IN THIS AGREEMENT EXCLUDES OR LIMITS LIABILITY FOR: (i) DEATH OR PERSONAL INJURY RESULTING FROM GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT; OR (ii) FRAUD OR FRAUDULENT MISREPRESENTATION.

13. WAIVER. To the fullest extent permitted by law, You and Organization forever waive, release, and discharge any and all claims, demands, actions, and causes of action, whether related to breach of contract, infringement of Intellectual Property Rights, unauthorized trade secret use or disclosure, violation of law (including privacy) or tort claim (including negligence), against Google and the other Sponsors in connection with Organization’s Grant Application and any Materials. YOU AND ORGANIZATION EXPRESSLY WAIVE AND RELINQUISH ALL RIGHTS AND BENEFITS AFFORDED BY SECTION 1542 OF THE CALIFORNIA CIVIL CODE WHICH PROVIDES: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXISTS IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM AND HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

14. COVENANT NOT TO SUE. Organization covenants not to sue, assert or bring any claim against Google or the other Sponsors based in any part on the Organization’s Grant Application, any Materials used to evaluate the Grant Application or any Intellectual Property related thereto.

15. INDEMNITY. Organization will defend and indemnify Google and the other Sponsors against all liabilities, damages, losses, costs, fees (including legal fees), and expenses relating to any allegation or third-party legal proceeding arising from (a) a breach of the warranties in Section 8, (b) any misrepresentation made by the Organization in connection with the Grant Application or Materials; (c) any non-compliance by the Organization with these Terms; (e) acceptance, possession, misuse or use of any Grant; (f) infringement of any copyright, trademark, trade dress, patent or other intellectual property right, disclosure of trade secrets, violation of publicity or privacy, including defamation; (g) violation of law, or (h) tort claim (including negligence). Google has the right to approve controlling counsel. Such approval will 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, not to be unreasonably withheld, conditioned, or delayed.

16. MISCELLANEOUS. 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. 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.