

GOOGLE.ORG IMPACT CHALLENGE (GIC) APPLICATION TERMS

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

The **Google.org Impact Challenge: Tech for Social Good** is an open call for applications (“**Applications**”) for possible pro bono consulting services (“**Fellowship**”) and/or funding (“**Funding**”) 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 Funding administration partner the Tides Foundation (“**Tides**”). This is an open request for Applications and *not* a contest. The Fellowship scope of work, amount and number of Funding, the number of Fellowships, and the Organisations selected for Fellowships and/or Funding are at Google’s sole discretion. Google may focus Fellowships and/or Funding in specific geographies at Google’s discretion. These Terms are binding on you, individually, and your Organisation as applicable.

1. ORGANISATION ELIGIBILITY AND APPLICATION REQUIREMENTS: In order for your Organisation’s Application to be considered:

- a) You must be an authorised representative of your Organisation
- b) Your Organisation 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, or the United Kingdom.
 - ii) be a not-for-profit charity, other not-for-profit organisation, public or private academic or research institution, civic entity, or for-profit social enterprise company formed under the laws of your country;
 - iii) submit an Application on one of the official Google.org Impact Challenge websites (“**Site**”):
impactchallenge.withgoogle.com/techforsocialgood,
impactchallenge.withgoogle.com/techforsocialgood-cs
impactchallenge.withgoogle.com/techforsocialgood-it
impactchallenge.withgoogle.com/techforsocialgood-sv
impactchallenge.withgoogle.com/techforsocialgood-fr

- 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 Organisation receives a Fellowship or Funding:
- i) the Fellowship or Funding may not be used for religious instruction;
 - ii) the Fellowship or Funding must be used for charitable purposes;
 - iii) you represent and warrant your Organisation has not agreed to engage in a business transaction with Google as a condition or requirement of receiving a Fellowship or Funding;
 - iv) you are not aware of any relationships, projects, or activities that your Organisation, or any of the officers or board members on behalf of your Organisation, have that create or could create a potential conflict of interest in connection with this Application or the receipt of a potential Fellowship or Funding;
 - v) to receive Funding, your Organisation must agree to the terms of a Funding agreement provided by Google or Tides;
 - vi) to receive a Fellowship, your Organisation must agree to terms of a Consulting Agreement and an unique Project Scope provided by Google.

2. Application Period: Google will accept Applications on the Site for the Google.org Impact Challenge between 8:00 a.m. CET on November 1, 2022 and 11:59 p.m. CET on 12th May, 2023. Please request application extensions at techforsocialgood-challenge@google.com ("**Application Period**").

3. Due Diligence: If your Organisation is considered for a Fellowship or Funding, you may be asked to provide information to supplement your Organisation'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 Organisation or its Application.

4. Taxes: Funding to Organisations are subject to the express requirement that Organisations submit to Google all documentation requested by Google to permit it to comply with all applicable tax reporting and withholding requirements. All Funding will be net of any taxes Google is required by law to withhold. All taxes imposed on Fellowship services, Funding and/or in-kind donations are the sole responsibility of the Organisation. If Organisation is selected to receive a Funding or Fellowship, in order to receive a Funding or Fellowship, Organisation 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. Organisation is responsible for ensuring that it complies with all applicable tax laws and filing requirements. If Organisation fails to provide such documentation or comply with such laws, Google or Tides, as applicable, may, in its sole discretion, rescind the Funding and/or Fellowship.

5. **Licence to Application Contents and Materials:** For the purpose of evaluating the Application, Organisation 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 Organisations selected to receive a Funding or Fellowship will be required to sign an 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 Funding or as part of a Fellowship will be provided free for any use under an open source licence and will be widely disseminated.

6. **PRIVACY:** You and your Organisation agree that your personal information and Organisation'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 Funding or Fellowship administration. Such information may also be transferred to countries outside the country of Organisation's incorporation. Such other countries may not have privacy laws and regulations similar to those of the country of Organisation'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/>.

Organisation 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 Funding or Fellowship, with respect to announcements and related publicity, Organisation 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 Organisation's trade names, trade marks, service marks, logos, domain names, other distinctive brand features, and publicly available information about the Organisation, information about the Funding or Fellowship, and/or related materials approved by the Organisation

- 8. REPRESENTATIONS AND WARRANTIES:** You warrant that you are acting within the scope of your authority as an employee, officer or director of the Organisation, that the Organisation 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 Organisation's policies and procedures.

Organisation 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 Organisation to breach any contractual obligations to a third party;

(c) the Organisation 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 favourable 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 Organisation 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 Fellowship or Funding, or anything in these Terms be construed as an offer or contract of employment with Google, its affiliates or Tides. Your Organisation acknowledges that it has submitted its Application voluntarily and not in confidence or in trust. Your Organisation acknowledges that no confidential, fiduciary, agency, partnership, joint venture or other relationship or implied contract now exists between you or your Organisation and Google and that no such relationship is established by your Organisation'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 Organisation'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 Organisation 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 Organisation in connection with the Application; (c) any non-compliance by the Organisation with these Terms; (d) any allegation that the Application or

Materials or any other materials provided by the Organisation 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 Funding or Fellowship services; (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 Organisation submits their online 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.