

ICANN Grant Program Application Terms and Conditions

By submitting an online grant application (this “Application”) through ICANN’s online interface, you are agreeing on behalf of yourself and your organization (including all parent companies, subsidiaries, affiliates, agents, contractors, employees and any and all others acting on its behalf) (collectively, “Applicant”) to these Grant Application Terms and Conditions (“Terms and Conditions”).

The Internet Corporation for Assigned Names and Numbers (ICANN) maintains the ICANN Grant Program. ICANN, through the ICANN Grant Program offers an open call for grant applications (“Applications”) for possible grant funding (“Grant”). ICANN’s principal place of business is at 12025 W. Waterfront Drive, Suite 300, Los Angeles, California 90094, USA. 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 ICANN’s sole discretion. Applicant understands and agrees that these Terms and Conditions are binding on the Applicant and are a material part of the Application.

Applicant warrants that it has the requisite power and authority to make this Application on behalf of Applicant, and is able to make all agreements, representations, waivers, and understandings stated in these terms and conditions and to enter into the form of grant agreement as posted with these terms and conditions. In the event that Applicant is joined in its Application by other organizations with which Applicant proposes to deliver the work as described within the Application, Applicant warrants that it has full power and authority to make this Application and all agreements, representations, waivers, and understandings stated in these terms and conditions on behalf of those additional organizations.

Applicant acknowledges and agrees that ICANN has the right to determine not to proceed with any and all Applications within the ICANN Grant Program, and that there is no assurance that any Grants will be awarded. The decision to review, consider, and approve Applications for Grants and to award Grants after approval is entirely at ICANN’s discretion. ICANN reserves the right to reject any application that ICANN is prohibited from considering under applicable law or policy.

Applicant acknowledges that it is responsible for completion of the Application within the online grant application portal as specified by ICANN, inclusive of all required documentation, within the application window as set forth at <https://www.icann.org/grant-program-en>. Failure to complete all required fields and submit all required documentation within the manner and timeframe specified may remove the Application from further consideration for a Grant. In its sole discretion, ICANN may extend the time for submission of applications, and will provide notice of such extension on that same webpage.

Applicant warrants that the statements and representations contained in the Application (including any documents submitted) are true and accurate and complete in all material respects, and that ICANN may rely on those statements and representations fully in evaluating this Application. If applicant uses tools such as generative artificial intelligence to support the development of its application, Applicant remains responsible for confirming it has the rights to all information presented within the application and that the information presented is reliable and accurate.

Applicant acknowledges that any material misstatement or misrepresentation (or omission of material information) may serve as grounds for ICANN to remove the Applicant and its Application from consideration for a Grant. Applicant agrees to notify ICANN in writing of any change in circumstances that would render any information provided in the application false, misleading or outdated.

Applicant acknowledges the eligibility and application requirements that are set forth within the ICANN Grant Program Applicant Guide for applying within the 2024 Grant Cycle (“Applicant Guide”) and understands that it must meet and maintain all eligibility and application requirements to remain eligible for award of a Grant. Applicant acknowledges that it must timely notify ICANN of any change of that might impact the Applicant’s eligibility for a Grant through the modes of communication specified within the Applicant Guide.

Applicant acknowledges that ICANN or its authorized vendors may ask Applicant to provide additional information to supplement an Application, such as further financial statements, specific government records, information regarding officers, Board members and key program staff, additional details about the project described with the Application, and other information deemed necessary by ICANN to evaluate the Applicant or Application. Applicant further acknowledges that Applicant’s failure to provide such additional information within the timeframe specified within such a request may remove the Application from further consideration. Applicant understands that neither ICANN nor its authorized vendors are under any obligation to seek further information from any applicant and a decision to do so is within ICANN’s sole discretion. Applicant recognizes that as part of responding to requests for additional information, Applicant (where allowed) may be required to obtain any consents or agreements of the entities and/or individuals named within the Application for the purpose of completing the requisite background or reputational screening activities detailed in the Applicant Guide, as well as to provide documented consent for release of records to ICANN by organizations or government agencies.

Applicant authorizes ICANN to disclose the Application (inclusive of materials) to ICANN’s employees, Board of Directors, consultants, agents and other third parties, including ICANN’s authorized vendors, for the purpose of processing the Application, consulting on or performing the evaluations described within the Applicant Guide, and as otherwise necessary to consider the Application for a Grant.

Applicant warrants that all materials and information provided within its Application are free from viruses or other malicious code.

For the convenience of applicants, the application materials published by ICANN in the English language have been translated into certain other languages frequently used around the world. Applicant recognizes that the English language version of the application materials (of which these Terms and Conditions is a part) is the version that binds the parties, that such translations are non-official interpretations and may not be relied upon as accurate in all respects, and that in the event of any conflict between the translated versions of the ICANN-published application materials and the English language version, the English language version controls.

Applicant recognizes that though language localization tools may be available to support the

application experience, Applicant is required to submit all Application materials, unless otherwise specified, in English or accompanied by a translation into English where indicated as permissible. Applicant acknowledges that all costs of translations are at Applicant's expense, and ICANN will not reimburse such costs. While ICANN does not require provided translations to be officially certified, Applicant acknowledges that it is responsible for confirmation of the veracity and accuracy of the translation and that ICANN will rely on such Applicant-provided translation for any and all application evaluation work.

In the event Applicant wishes to rely upon ICANN's authorized vendor to achieve an Equivalency Determination (as discussed within the Applicant Guide) during the Grant Program Application process, Applicant acknowledges that Applicant is responsible for responding to all requests for information from ICANN or the authorized vendor to support the performance of that work. Applicant acknowledges that ICANN does not and cannot guarantee that Applicant will be successful in that Equivalency Determination process. ICANN will cover the costs of the authorized vendor performing Equivalency Determination evaluations when coordinated through ICANN as part of the ICANN Grant Program evaluation process. Applicant also acknowledges that if it chooses to obtain an Equivalency Determination from a provider of Applicant's choosing, or has previously paid ICANN's authorized vendor for the performance of an Equivalency Determination, such evaluation costs are borne by the Applicant. Even when using ICANN's authorized vendor, any costs incurred by Applicant for obtaining requested documentation or translations thereof are the Applicant's responsibility and will not be subsidized by ICANN.

Applicant understands that while it is welcome to submit as many applications as it wishes and is welcome to collaborate with other applicants on additional submissions within the ICANN Grant Program, that Applicants may only be awarded funding for one project and will not be eligible to receive multiple grants in one grant cycle, either as the primary applicant or as a collaborator. In the event that Applicant submits or is involved with more than one application within the ICANN Grant Program, Applicant will be requested to provide ICANN a preferred order of funding Grants, while understanding that such preference is indicative only and not binding upon ICANN.

In the event the Applicant is selected for a Grant, Applicant authorizes and gives permission to ICANN to publish applicant's name on ICANN's website, and to disclose or publicize in any other manner, information sufficient to identify the Applicant and information regarding the project contemplated within the Application. Applicant acknowledges that it will be required to agree to further publicity and transparency measures as part of the Grant Agreement.

In addition to these Terms and Conditions, ICANN has established a privacy policy for the Grant Program ("Grant Program Privacy Policy") to explain how ICANN collects and uses personal data in this context. A copy of the Grant Program Privacy Policy can be found in the ICANN Grant Program Applicant Guide at <https://www.icann.org/grant-program-en/#key-documents>. The Grant Program Privacy Policy which relates specifically to the Grant Program is supplemented by the ICANN Privacy Policy (available at: <https://www.icann.org/privacy/policy>), which contains more general provisions. The ICANN Privacy Policy and the Grant Program Privacy Policy may be updated from time to time. Please review the contents of these policies frequently and prior to submitting an online Application through ICANN's online interface, after such updates constitutes your acknowledgment and applicability of such updated policy.

Applicant warrants that it maintains the rights to the materials and information provided within its application, and that such materials and information do not violate or infringe on any third party rights (including privacy, data protection, and intellectual property rights).

Applicant will give notice and, if applicable, obtain consent from any individual whose personal data is submitted to ICANN's online interface if this is required under applicable laws. When Applicant transfers personal data in a manner subject to cross-border data transfer restrictions under applicable laws into ICANN's online interface, for example a transfer of personal data from the European Economic Area ("EEA") into ICANN's online interface in the United States, Applicant will ensure that such transfers take place in compliance with applicable laws, including, if applicable, the implementation of necessary transfer safeguards under such laws (e.g., EU Standard Contractual Clauses ("SCCs")), obtaining consent from data subjects or authority approval. Applicant will contact ICANN at privacy@icann.org prior to submitting any personal data into the ICANN's online interface with a request to enter into the necessary transfer safeguards under applicable laws, whereby it is in the sole discretion of ICANN whether to grant or reject this request.

Applicant understands and agrees that, even upon successful evaluation, it will receive a Grant only in the event that it enters into a grant agreement with ICANN in the form published in connection with the application materials. (Note: ICANN reserves the right to make reasonable updates and changes to this proposed draft agreement during the course of the application process). Applicant may not resell, assign, or transfer any of Applicant's rights or obligations in connection with the Application.

Applicant shall indemnify, defend, and hold harmless ICANN (including its affiliates, subsidiaries, directors, officers, employees, consultants, evaluators, and agents, collectively the ICANN Affiliated Parties) from and against any and all third party claims, damages, liabilities, costs, and expenses, including legal fees and expenses, arising out of or relating to: (a) ICANN's or an ICANN authorized vendor's consideration of the Application, and any approval, rejection or withdrawal of the Application; and/or (b) ICANN's or an ICANN authorized vendor's reliance on information provided by applicant in the application.

Applicant agrees that it may not utilize the Reconsideration Request or Independent Review Process as specified within Article 4 of ICANN's Bylaws for the purpose of challenging decisions made on this Application. This includes challenges to acts and decisions by ICANN and ICANN's authorized vendors that arise out of, are based upon, or are in any way related to, any action, or failure to act, by ICANN or ICANN's authorized vendors in connection with the review or disposition of this Application, including the ultimate decision by ICANN to award or not award the Applicant's applied-for Grant as described in the Application. Applicant also agrees that there are no mechanisms provided to Applicant to challenge or seek review of decisions made on the Application. In the event Applicant's Application does not result in a Grant, Applicant acknowledges it is only entitled to information regarding the next cycle of funding, and if requested, specific feedback about why the Application was not selected for the final slate of Grants.

ICANN reserves the right to make reasonable updates and changes to the Applicant Guide and

to the application process, at any time by posting notice of such updates and changes to the ICANN website. Applicant acknowledges that ICANN may make such updates and changes and agrees that its Application will be subject to any such updates and changes. In the event that Applicant has completed and submitted its Application prior to such updates or changes and Applicant can demonstrate to ICANN that compliance with such updates or changes would present a material hardship to Applicant, then ICANN will work with Applicant in good faith to attempt to make reasonable accommodations in order to mitigate any negative consequences for Applicant to the extent possible consistent with ICANN's mission.