



UFCU 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 UFCU Nonprofit Partner Grant Application is an open call for grant applications ("Applications") for possible grant funding ("Grant") from University Federal Credit Union, whose principal place of business is at 8303 North MoPac Expressway, Austin, TX 78759 ("UFCU"). 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 UFCU'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) Serve people living in one of the following Texas counties: Bastrop, Caldwell, Hays, Travis, Williamson or Galveston; (ii) be a 501(c)(3) nonprofit organization with tax-deductible contribution status or faith-based community with nonprofit status; (iii) Address one of UFCU's four impact areas: quality education, trades employment, affordable housing, or financial health; 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. You must comply with and agree to any additional criteria published at the time of your Application on the Grant information page located at www.ufcu.org/about/partner-with-us, and associated webpages ("Grant Pages"). In the event there is a conflict between the published terms and conditions contained within the Grant Pages and the Terms contained herein, the Grant Pages control.

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 UFCU as a condition or requirement of receiving the Grant; and 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.

UFCU's acceptance of Organization's Application does not in any way imply or guarantee that Organization will be awarded a Grant. Furthermore, UFCU reserves the right to change the Organization Eligibility and Grant Applications Requirements ("Requirements") without notice. Any changes to the Requirements will be posted on Grant Pages.

2. **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 UFCU deems necessary to evaluate your Organization or its Application.
3. **Taxes:** Monetary grants to Organizations are subject to the express requirement that Organizations submit to UFCU all documentation requested by UFCU to permit it to comply with all applicable tax reporting and withholding requirements. All cash grants will be net of any taxes UFCU 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 UFCU or otherwise required by applicable law, to UFCU 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, UFCU, as applicable, may, in its sole discretion, rescind the Grant.
4. **License to Application Contents and Materials:** For the purpose of evaluating the Grant Application, Organization hereby grants to UFCU and its affiliates, partners and representatives a nonexclusive, worldwide, royalty-free, fully paid, perpetual, irrevocable license (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 UFCU with its review of your Application, UFCU 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 UFCU, may be working on similar ideas 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.

5. **PRIVACY:** Organization agrees that, in performing its obligations under these Terms, it will comply with all applicable laws, directives, regulations, and rules relating to privacy, data security, data protection, direct marketing and the sending of unsolicited communications.
6. **PUBLICITY:** By accepting a Grant, Organization hereby grants to UFCU, its affiliates, partners, and assigns a nonexclusive, worldwide, royalty-free, fully paid, transferrable, perpetual, irrevocable license to use the Organization's trade names, trademarks, 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
7. **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 licenses granted hereunder. You further warrant that your actions do not violate your Organization's policies and procedures.

Organization warrants that: it will comply with all applicable laws and regulations entering into these Terms will not cause the Organization to breach any contractual obligations to a third party; the Organization and its directors, officers, employees and agents have not and will not offer, pay, promise or authorize 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 UFCU's business to a candidate for public office or to an official or employee of a government, government-controlled entity, public international organization or political party; the Application, the project described therein, the Materials and any other materials provided by the Organization to UFCU in connection with the Terms: (i) are not defamatory of any person; (2) do not infringe any third party rights (including Intellectual Property Rights); (3) do not contain or infringe any confidential or proprietary information; and (4) if media is included, are free from any viruses or other malicious code.

8. **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 UFCU, or its affiliates. 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 UFCU and that no such relationship is established by your Organization's submission of an Application under these Terms.
9. **FORUM AND RECOURSE TO JUDICIAL PROCEDURES:** The Terms are governed by the laws of the State of Texas and the parties submit to the exclusive jurisdiction of any state district court located in Travis County, Texas in relation to any dispute (contractual or non-contractual) concerning the Application or the Terms herein.

10. LIMITATION OF LIABILITY:

10.1 Nothing in these Terms shall exclude or limit either party's liability for: death or personal injury resulting from the negligence of either party or their servants, agents or employees; fraud or fraudulent misrepresentation; or any other matter, to the extent that such liability may not be excluded or limited under applicable law.

10.2 Nothing in these Terms shall exclude or limit Organization's liability under Section 11 (Indemnity).

10.3 Subject to Section 10.1, neither party shall be liable under or in connection with these Terms, whether in contract, tort (including negligence) or otherwise, for any: loss of profit; loss of anticipated savings; loss of business opportunity; loss of or corruption of data; loss or damage resulting from third party claims; or 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).

10.4 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 \$10,000, with exception to instances of gross negligence or malfeasance.

11. INDEMNITY:

11.1 Organization shall indemnify UFCU 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 7 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 UFCU 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).

11.2 UFCU 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). UFCU may appoint its own noncontrolling counsel, at its own expense. Any settlement requiring UFCU to admit liability, pay money, or take (or refrain from taking) any action, will require UFCU's prior written consent.

12. MISCELLANEOUS:

12.1 **Notices.** All legal notices must be in English, in writing, and addressed to the other party's primary contact, which for UFCU is legal@ufcu.org. Notice will be treated as given on receipt, as verified by written or automated receipt or by electronic log (as applicable).

12.2 **Assignment.** Neither party may assign any part of the Terms without the written consent of the other.

12.3 **No Third-Party Beneficiaries.** Unless expressly stated, these Terms do not confer any benefits on any third party.

12.4 **Amendments.** Any amendment to these Terms must be in writing, signed by both parties, and expressly state that it is amending these Terms.

12.5 **Entire Agreement.** Unless otherwise set out herein, 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.

12.6 **No Waiver.** UFCU 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.

12.7 **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.