



Application Terms and Conditions

Adopted by the Board of Global Innovation Fund on: December 10, 2014

These terms and conditions (the “**Application Terms**”) govern the process by which persons may apply for funding from Global Innovation Fund (“**GIF**”) in order to fund innovative organisations and projects.

GIF is a not-for-profit company limited by guarantee registered in England and Wales with company number 9223487 with registered office at St. Nicholas House, St. Nicholas Road, Sutton, Surrey SM11EL and whose principal place of business is at 61 Rivington Street, London EC2A 3QQ.

Please read these Application Terms carefully before submitting an application for funding from GIF.

Please note that by submitting an application for funding from GIF you accept these terms and conditions and agree that you will comply with them. The lead organisation identified in any application for funding will be responsible to GIF for ensuring compliance with these Application Terms by its partner organisations and group companies and by any other person involved in such application.

If you should have any concerns about the provisions of these Application Terms and/or their meaning and/or application to you then you must ensure that you take independent legal advice.

In these Application Terms references to a “**person**” include references to any individual, firm, company, government, state or agency of a state or any joint venture, association, partnership, works council or employee representative body (whether or not having a separate legal personality)

1. Neither through these Application Terms nor through any other provisions set out in, or content of, our website nor by any other means or conduct will GIF be entering into, or being deemed to enter into a contract with any person, or will GIF be making, or being deemed to make, an offer or a request for an offer, to any person. Those persons who may submit an application for funding from GIF receive no rights whatsoever as a consequence of their submission of such application and GIF has no express or implied obligations or responsibilities to them except as set out in these Application Terms below and except as may be set out in any legally binding funding agreement that may be entered into between GIF and such person(s), and on such terms, as GIF shall, in its absolute discretion, approve.
2. There is no express or implied commitment from, or obligation of any nature upon, GIF to fund, or to agree to fund, or to enter into any negotiations to seek to fund, any person who may submit an application for funding or upon whose behalf an application for funding may be submitted.
3. GIF may, in its absolute discretion and at any time:

- reject any or all applications that it may receive for such reason as it shall, in its absolute discretion, see fit with or without notice and with or without giving reasons for so doing;
 - cease to make any funding available to any person for any reason (regardless of the amount of funding (if any) that may have already been made available by GIF);
 - cease any negotiations that may have been entered into with any person in respect of the possible provision of funding to it for any reason;
 - limit the total number of applications that may be made during any period of time and/or limit the number of applications that may be made during any period of time by any single applicant or organisation (or by any connected group of applicants or organisations);
 - limit the amount of funding that may be applied for in aggregate or by any single applicant or organisation;
 - change the nature or terms and conditions of the funding instruments (e.g. grants, loans, equity etc) that may be available to channel funding from GIF; and
 - waive any irregularities or defects in any application (but without any obligation to do so).
4. GIF reserves the right to review and consider only those applications which appear to it, in its absolute discretion, to fit with its investment policy and such other funding criteria as it may adopt from time to time. Our website (and other materials produced by us and/or on our behalf) sets out (without limitation): details of the application process at <http://www.globalinnovation.fund/apply-to-gif>; details of what we look for in applications at <http://www.globalinnovation.fund/what-we-look-applications>; and details of what we do not fund at <http://www.globalinnovation.fund/what-we-do-not-fund>. In processing, reviewing and considering any application that may be submitted to it, GIF reserves the right, in its absolute discretion, to modify, supplement or to waive any of the aforementioned provisions at any time as GIF considers to be appropriate and/or to apply such other process and/or criteria as GIF may from time to time consider to be appropriate.
5. We may revise these Application Terms at any time by amending these pages in such a way as we, in our absolute discretion, see fit. Please check these pages from time to time to take notice of any changes that we have made. If you make an application after any change has been made then you will be deemed to have accepted the change and such change will be binding upon you. If any of these Applicant Terms are deemed to be illegal, invalid or otherwise unenforceable then this will not affect the legality, validity or enforceability of the remaining Applicant Terms.
6. Save to the extent where GIF agrees in writing to the contrary (which it may in its absolute discretion at any time decide to do), GIF is not responsible for, and will under no circumstances reimburse any person for, any costs that may be incurred by any person in drafting and/or submitting an application for funding to GIF or otherwise in respect of any discussions or negotiations with GIF or otherwise in connection with any application for funding from GIF.

7. GIF's decision as to which applicants for funding from GIF (if any) qualify either to be invited to submit a full application and/or to enter into negotiations in respect of possible funding and/or to receive any funding of any nature and/or the amount of, and terms and conditions attaching to, any such funding will be final. Note that any decision as to whether or not to proceed to review and process any application and/or to enter into negotiations with any person in respect of the possible provision of funding to it and/or to award any funding to any person will, without limitation, be subject to GIF's satisfaction as to due compliance with all relevant and applicable legal and regulatory requirements (and, for the avoidance of doubt, GIF shall be under no obligation of any nature to any person to: (i) undertake any activity in, or in respect of, any jurisdiction which may require it to obtain any authorisations, licences, registrations and other permissions from any government, regulatory body or any other third party (an "**Authorisation**"); or (ii) obtain, or seek to obtain, any or all such Authorisations as shall be necessary or desirable in order to review and process an application submitted by, enter into negotiations with, or award any funding to, any particular person).
8. GIF reserves the right to request and to process, review and consider such information from any or all persons submitting applications for funding as it may, in its absolute discretion, consider necessary or appropriate in order to fully process, review and consider any such application to its satisfaction.
9. In circumstances where GIF, in its absolute discretion, elects to enter into negotiations with any applicant which may lead to a decision by GIF to provide funding to such applicant then such applicant should obtain independent professional advice on the merits of such funding as may be proposed and/or agreed to be made available to them and as to its suitability to them.
10. Unless specifically and expressly agreed to the contrary, GIF does not enter into any contract of any nature via email or through any transmissions made through our website.
11. Any person who submits an application for funding to GIF must, in so doing, act lawfully, ethically and in good faith and must at all times fully comply with all applicable laws, regulations, guidelines, policies and procedures and codes of practice.
12. Where you submit any application or other information to GIF you consent to GIF using that information for the purpose for which it was requested. You confirm that any such information is your own work and/or that you have the right to make it available to GIF for the requested purpose. You confirm that any such information complies with the provisions of GIF's Acceptable Use Policy. You also agree to indemnify GIF and to keep it indemnified against all costs, expenses, damages and other losses of any nature that it may suffer as a result of your breach of the provisions of the undertakings and confirmations set out in this paragraph 12.
13. Without prejudice to the provisions of paragraph 12 above and paragraph 15 below, GIF recognises the potential sensitivity of the information that may be provided to it by applicants from time to time in connection with an application for funding by GIF. Accordingly, GIF agrees to keep an applicant's Confidential Information confidential and shall not: (i) use such Confidential Information for any purpose other than the purpose for which it was requested; or (ii) disclose such Confidential Information in whole or in part to any third party except as permitted by this paragraph 13. GIF may disclose an applicant's Confidential Information: (x) to its employees, officers, reviewers, advisers and other representatives who need to know such information for the purposes of performing their duties to GIF (including, without limitation, in order to enable us and them to process, review and assess any application for funding that you may make to us) provided that GIF shall make any such person aware of the confidential nature of such information; (y) as may be required by law, by a court of

competent jurisdiction or any governmental or regulatory authority; and (z) to the extent that an applicant given its consent to such sharing of information (whether by checking the relevant boxes on the application forms or otherwise), to such potential third party funders or other potential third party providers of support to the applicant as GIF may, in its absolute discretion, consider to be appropriate provided that GIF shall make any such person aware of the confidential nature of such information.

14. For the purpose of paragraph 13, “**Confidential Information**” shall mean any information that is marked confidential relating to: (i) the business, affairs, customers, clients, suppliers, plans or market opportunities of the applicant; and (ii) the operations, processes, product information, know-how, designs, trade secrets or software of the applicant EXCLUDING any information which is in, or comes into, the public domain otherwise than by breach of paragraph 13.
15. GIF recognises the importance and value of intellectual property rights and their significance to applicants. In circumstances where GIF, in its absolute discretion, elects to enter into negotiations with any applicant which may lead to a decision by GIF to provide funding to such applicant then GIF reserves the right to propose the grant of such non-exclusive rights (if any) in respect of such intellectual property rights of whatever nature as may arise, or may otherwise be developed, as a consequence of the funding provided by GIF as it shall in its absolute discretion consider to be appropriate.
16. GIF will not be liable to any person who submits an application, their partners or anyone else in respect of any loss of any nature arising as a result of, or in connection with, such application including, without limitation, in connection with reliance by any such person upon any statement made, or advice given, by or on behalf of GIF. GIF does not make any representation or warranty to any person as to the accuracy or completeness of any of the information set out on our website or in any other materials or documents that may be produced by, or on behalf of, or in respect of, GIF. For the avoidance of doubt, nothing in these Application Terms excludes or limits GIF’s liability for death or personal injury arising from its negligence, or its fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.
17. These Application Terms, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English law. You and we both agree that that the courts of England and Wales will have non-exclusive jurisdiction.
18. Any questions, comments and requests regarding these Application Terms should be addressed to us at hello@globalinnovation.fund.