These program terms ("Terms") govern your participation on behalf of your organization in the Global Fact Check Fund ("Grant Program" or "Program"). By submitting an application for the Grant Program (defined below) and being selected to receive a Grant, you, on behalf of yourself and your organization (collectively, "you"), agree to these Terms.

If any of these Terms are not complied with, participation may be forfeited, including receipt of any Grant, and any Grant paid may need to be repaid to Program Entities (defined below), all in their sole discretion.

What is the Global Fact Check Fund? In partnership with Google and YouTube, the International Fact-Checking Network (IFCN) will award direct grant funding to support organizations to strengthen and develop the operational, production and engagement capacities of local and regional media organizations in order to increase the quality, volume, frequency, scale and impact of fact checking abilities and activities.

Over the period of three years and through multiple grant opportunities, this new initiative will offer up to $12,000,000.00 USD in grant funding to recipients, in three tiers: up to $25,000 USD, up to $50,000 USD, and up to $100,000 USD.

In addition to monetary grants, grantees will receive an opportunity to present their project at Global Fact 11, in 2024, the IFCN's annual global fact-checking summit. Through this initiative, grantees have an opportunity to form connections with experts across the integrity ecosystem, build mentorship, collaboration and a support network.
Who can participate?

Organizations must meet all eligibility requirements set forth on the Grant Program website at https://www.poynter.org/ifcn/grants-ifcn/globalfactcheckfund/ (“Website”) to apply to the program.

Each organization can apply individually or with eligible partners that will play a significant role in the project.

1. The BUILD grant opportunity is open to signatories to the IFZN Code of principles. Applicants will be seeking to materially scale and upgrade their media outlets' online presence, including improving website development, domain hosting, content management systems, publishing tools, or improving security and resilience against hacking and other threats. Other considerations include staffing and professional development that invests in human capital, expanding recruitment processes and formal mentoring and coaching programs that help their staff members develop their skills, receive feedback, and grow professionally.

2. The GROW grant opportunity is open to signatories of the IFZN Code of principles and organizations partnering with, or endorsed by, verified signatories. Applicants will be seeking to obtain an infusion of funding support for the development of their institutional capacity, competitiveness, and sustainability in local and regional spaces. This may include increasing staffing, expanding or creating programs designed to boost content visibility, training, launching fundraising initiatives, diversifying revenue streams, expanding data analytic tools, and growing partnerships and collaborations to leverage and expand resources.
3. The ENGAGE grant opportunity is open to signatories of the IFCN Code of principles and organizations partnering with, or endorsed by, actively verified signatories. Applicants will be seeking to obtain funding support in order to invest in scaling audience engagement in local and regional spaces. This may include increasing staffing, expanding or creating programs designed to boost content visibility, training, cross-pollination across technology channels, exploration of new target markets, audience research, metrics, and analytics, digital media, community engagement, innovation and experimentation to develop tools for fact-checking.

Employees, officers, members, managers, or representatives of the Program Entities (exclusively defined as the IFCN and The Poynter Institute for Media Studies, Inc.), as well as the immediate family members and members of the same household (whether or not related) of any such person, are not eligible to participate. The Program is void where prohibited by law.

Eligible organizations that take steps to participate in the Program are referred to as “Applicants”. Where more than one organization is submitting an application jointly, and distinction is not necessary, the jointly submitting organizations are collectively referred to as an Applicant. Applications must be submitted by Primary Applicant and received by Program Entities before the application deadline set forth on the Website.

Applicants must submit applications to the applicable grant opportunity they wish to apply for in accordance with the instructions and by the submission deadline set forth on the Website.

If you are applying/participating as an employee or agent of a company or organization, you represent and agree that: (1) you are acting within the scope of your role at a company or organization that has been approved by Program Entities to participate in the Grant Program; (2) an authorized agent of your company or organization has agreed to these Terms; (3) you understand and agree that these
Terms are binding on you, individually, and your company/organization; (4) you warrant that you have authority to participate in the Grant Program from your company/organization and that your company/organization has full knowledge of your actions and has consented thereto; (5) your actions in connection with this Grant Program are consistent with and abide by your company's/organization's policies and procedures; (6) your participation in the Grant Program is subject to your company's/organization's continued participation in the Grant Program in the Program Entities' sole discretion.

**What must the application include?**

Each application must provide all information and materials requested on the Website and in the Program application in accordance with Program Entities' instructions to be considered for Grant funds. Program Entities reserve the right to contact Applicant for additional information or materials following initial application submission. All of the information and materials supplied by Applicants is referred to as "Applicant Content." If you do not provide all required information, your application will not be considered.

Applicants must NOT:

- Discriminate based on race, gender, faith, national origin, sexual orientation or disability;
- Create, promote, publish or distribute political propaganda
- Be on an apolitical international, web-based watch list of banned entities or employ, deal with, or otherwise be associated with any individuals on such lists, or aid or support any entities or whom it knows or believes to support terrorism, criminal activity; or
- Be a state media company

Applicant Content must not infringe, misappropriate, or violate any rights of any third party including, without limitation, rights of privacy or publicity, and applications must be in English.
You are solely responsible for complying with all applicable national and local laws, rules, or regulations in connection with your participation in the Grant Program. Proof of your application (such as, without limitation, a screenshot of your application) does not constitute proof of actual receipt of a submission for purposes of this Grant Program. Applications will not be returned and, in fact, may be destroyed after the Grant Program is over. Keep a copy of each element of your application. Applications that are incomplete, illegible, corrupted, damaged, destroyed, altered, false, lost, late, misdirected, garbled or otherwise not in compliance with these Terms will not be accepted and will be void.

As a condition of participating, Applicants hereby agree as follows:

● To read, complete, agree to, and sign additional documentation that, among other things, provides information for tax and legal compliance purposes and confirms the requirements and conditions of these Terms, if selected as a Grant Program participant; and

● That the natural person filling out the Grant Program application is an authorized representative of the organization as identified in the application.

Selection Process

An expert selection committee will review eligible applications and select Grant recipients at its discretion taking into account the criteria set forth on the Website, affording scoring to each criterion.

What Are the Conditions and Restrictions on Receipt and Use of the Grant?

All conditions on receipt and use of the Grant are set forth on the Website and in the Grant recipient agreement that all Grant recipients will be required to sign as a condition of receiving Grant funds. Restrictions on use of the Grant are set forth on the Website and include the following:
• Each successful recipient agrees to abide by all requirements and restrictions set forth on the Website;
• Each successful recipient commits to spending the funds as per the budget approved by Program Entities; and
• Grant funds must only be used within the primary and/or secondary applicant’s home country or country of operation unless otherwise approved in writing by Program Entities at its discretion from time to time, provided that in any event grant funds may not be transferred: (a) to any individual, entity, or country prohibited by any applicable U.S. or non-U.S. export controls and trade sanctions; (b) to anyone on U.S. or non-U.S. government restricted parties lists; or (c) for any purpose prohibited by applicable export controls and trade sanctions, including nuclear, chemical or biological

If any portion of the Grant is used for any purpose other than the Purpose described in the application, you agree to promptly correct this error. If the misuse is not promptly corrected, Program Entities may demand the return of the entire Grant and you agree to do so.

**What is the funding provided by the Grant Program?**

The applicants selected to participate in the Grant Program will receive a grant amount up to the available amount for the tier to which they are applying: BUILD up to $25,000 USD, GROW up to $50,000 USD and ENGAGE up to $100,000 USD (“Grant”) with the exact Grant amount determined in Program Entities’ sole discretion, taking into account the Applicant’s project budget set forth in the application. Each successful recipient warrants and undertakes that it will only use the funding directly and solely for the Purpose as identified in the successful recipient’s application and otherwise in accordance with these Terms.

As a condition of applying, each Applicant (including each separate organization submitting an application if a joint application) that receives funding agrees to sign documentation without alteration 1) allowing Program Entities to use its name and
reasonable use of certain other information, including project name; 2) agreeing to the restrictions and obligations with respect to use of the funding, including, without limitation, preparing and submitting mid-grant and final reports, and other restrictions and obligations set forth below; and 3) granting the Program Entities a license to results, reports, project details and other materials created or produced by Applicant in connection with the Grant funding, including but not limited to the Applicant Content.

**License and Release**

By applying to the Grant Program (except where prohibited by law), each individual participant, on their behalf and on behalf of their organization, grants the Program Entities its name and reasonable use of certain other information, including project name; to use, publish, post or display the name, photograph, likeness, voice, biographical information, any quotes attributable to them and any other indicia of persona (regardless of whether altered, changed, modified, edited, used alone, or used with other material in the Program Entities’ sole discretion), and organization name and logo for advertising, trade, promotional and publicity purposes without further obligation or compensation of any kind to them or the organization, anywhere, in any medium now known or hereafter discovered or devised (including, without limitation, on the Internet), worldwide, without any limitation of time, and without notice, review, or approval and each entrant releases the Program Entities from any and all liability related thereto. Nothing contained in these Terms obligates Program Entities to make use of any of the rights granted herein and entrant waives any right to inspect or approve any such use.

**General Terms**

Applicants must also comply with any ethical standards applicable to their Grant Program activities and their use of grant funds, as determined in Program Entities’ sole discretion. As such, each Applicant must follow the spirit of such terms and conditions, principles and policies; and any attempt to subvert or to use a
work-around of such terms and conditions or policies may, in Program Entities’ sole discretion, result in forfeiture of any Grant amounts awarded or disqualification from this Grant Program. Each Grant Program participant acknowledges that participating in the program does not confer upon the Applicant any special recognition, endorsement, or affiliation with either of the Program Entities.

Program Entities reserve the right, in their sole discretion, to discontinue funding and take other steps they deem appropriate if a Grant Program Participant is determined to, without cause, not make reasonable progress, and/or discontinue Grant Program participation and/or cease to be responsive in providing reporting data. Program Entities’ decisions will be final in all matters relating to this Grant Program, including interpretation of these Terms and acceptance or rejection of potential Grant Program participants at any time.

Applicants agree to not damage or cause interruption of the Grant Program and/or prevent others from participating in the Grant Program. Program Entities reserves the right to restrict or void participation from any IP address, email address or domain, device, or other designator or identifiable source if any fraudulent or harmful participation is suspected, as determined by Program Entities in their sole discretion. Program Entities further reserve the right to disqualify any applicant who Program Entities believe has attempted to tamper with or impair the administration, security, fairness, or integrity of this Grant Program. ANY ATTEMPT TO DAMAGE ANY ONLINE SERVICE OR WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE GRANT PROGRAM MAY VIOLATE CRIMINAL AND CIVIL LAWS. IF SUCH AN ATTEMPT IS MADE, PROGRAM ENTITIES MAY DISQUALIFY ANY PARTICIPANT MAKING SUCH ATTEMPT AND MAY SEEK DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW.

If Program Entities determine at any time in their sole discretion that a Grant Program participant is disqualified, ineligible, or in violation of these Terms, Program Entities reserve the right in their sole discretion to remove the participant from the
Grant Program and select an alternate participant. If the Grant Program is not capable of running as planned for any reason, Program Entities reserve the right, in their sole discretion, to cancel, modify or suspend the Grant Program.

In the event there is an alleged or actual ambiguity, discrepancy, or inconsistency between disclosures or other statements contained in any Grant Program-related materials and these Terms (including any alleged discrepancy or inconsistency within these Terms), it will be resolved by Program Entities in Program Entities' sole discretion. Applicants waive any right to claim ambiguity in the Grant Program or these Terms. Program Entities' failure to or decision not to enforce any provision in these Terms will not constitute a waiver of that or any other provision. The invalidity or unenforceability of any provision of these Terms will not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Terms will otherwise remain in effect and will be construed in accordance with their Terms as if the invalid or illegal provision were not contained in these Terms.

**Limitation of Liability**

Nothing in these Terms actually or purportedly limits, excludes, or modifies, any statutory consumer guarantee or any implied condition or warranty, the exclusion of which from these Terms would contravene any applicable statute, law, or rule or cause any part of these Terms to be void ("Non-Excludable Guarantees"). To the maximum extent allowed under applicable law, and except for an Non-Excludable Guarantees, each participating individual and organization and each of its agents and representatives, agrees to release and hold harmless the Program Entities, and their parent and subsidiary companies, affiliates, divisions, franchisees, representatives, consultants, sub-contractors, suppliers, distributors, legal counsel, advertising, public relations, grant steering committee members, grant selection committee members, promotional, fulfillment and marketing agencies (collectively, the “Released Parties”) for any liability whatsoever associated with participation in this Grant Program, including, without limitation, for injuries or damages of any kind
sustained in connection with the use, acceptance, possession, misuse or awarding of any Grant, or while preparing for, participating in and/or traveling to or from any Grant- or Grant Program-related activity. Each Grant Program participant agrees that the Grant Program is provided as-is without any warranty, representation or guarantee, express or implied, in fact or in law, whether now known or hereinafter enacted, relative to its use or enjoyment, including, without limitation, its quality, merchantability or fitness for a particular purpose.

By participating in this Grant Program, you understand that you may be waiving rights with respect to claims that are at this time unknown or unsuspected, and in accordance with such waiver, you acknowledge that you have read and understand, and hereby expressly waive, the benefits of Section 1542 of the Civil Code of California, USA, and any similar law in any jurisdiction, which provides as follows:

“Certain claims not affected by a general release. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

**Disclaimers**

Employees, officers, directors, members, managers, agents, and representatives of the Released Parties are not responsible and/or liable for any of the following, whether caused by a Released Party, the applicant, or by human error (except to the extent that any of the following occur for reasons within Program Entities’ reasonable control, if applicable law in your jurisdiction of residence dictates that liability to the injured party in such a case cannot be excluded by law): any lost, late, postage-due, incomplete, illegible, incomprehensible, mutilated, or misdirected email, mail, or Grant Program-related correspondence or materials; any error, omission, interruption, defect, or delay in transmission or communication; viruses or
technical or mechanical malfunctions; interrupted or unavailable telephonic, cellular, cable, or satellite systems; errors, typos or misprints in these Terms, in any Grant Program-related advertisements or other materials; failures of electronic equipment, computer hardware or software; lost or unavailable network connections or any failed, incorrect, incomplete, inaccurate, garbled or delayed electronic communications; technical or human error which may occur in the administration of the Grant Program or the processing of applications; or any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from applicant's participation in the Grant Program. Without limiting any other provision of these Terms, no Released Party is responsible or liable for any injury or damage to the persons or property of applicant or any third party based on use by such party of the Applicant Content made available as part of this Grant Program. Released Parties are not responsible for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or for insufficient space in a person's email account or voicemail inbox to receive email or voice messages. Released Parties are not responsible, and may disqualify an applicant, if any contact information provided by the applicant does not work or is changed without giving prior written notice to both Program Entities. Without limiting any other provision in these Terms, the Released Parties are not responsible or liable to any applicant (or any person claiming through such applicant) for any inability to proceed with the Grant Program at any stage or failure to provide any Grant Program benefits, in the event that any of the Grant Program activities or Program Entities' operations or activities are affected, as determined by Program Entities, by any cause or conference beyond the sole and reasonable control of the applicable Released Party (as determined by Program Entities in their sole discretion).

**Disputes / Governing Law**

Except where prohibited by law, any and all disputes, claims, and causes of action between an applicant and any Released Party arising out of or connected with this Grant Program or these Terms must be resolved individually, without resort to any
form of class action or legal action on behalf of any group. Further, in any such dispute, under no circumstances will an applicant be permitted or entitled to obtain awards for, and hereby waives all rights to claim punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than the applicant's actual out-of-pocket expenses (if any), not to exceed ten dollars ($10) and each applicant further waives all rights to have damages multiplied or increased.

This Grant Program and any dispute arising under these Terms or related to these Terms or the Grant Program (whether for breach of contract, tortious conduct, or otherwise) will be governed by the internal laws of the State of Florida, U.S.A., without giving effect to its conflicts of law or choice of law principles or rules that would cause the application of the laws of any other jurisdiction. Any legal actions, suits or proceedings related to this Grant Program (whether for breach of contract, tortious conduct, or otherwise) will be brought exclusively in the state or federal courts located in or having jurisdiction over Pinellas County, Florida, U.S.A., and each applicant accepts and submits to the personal jurisdiction of those courts with respect to any legal actions, suits or proceedings arising out of or related to this Grant Program.