

Google News Initiative Journalism Emergency Relief Fund

Application Terms and Conditions

These application terms and conditions (“**terms and conditions**”) describe the eligibility conditions for receiving funding from the Journalism Emergency Relief Fund (“**Program**”). By submitting an application, you accept these terms and conditions.

In these terms and conditions:

- “**Business Sensitive Information**” means Confidential Information, relating to you or any other third party that is highly sensitive such that disclosure to a competitor would cause substantial harm to you (or other third party).
- “**Confidential Information**” means information that one party discloses to the other party under these terms and conditions, and that is marked as confidential or would normally be considered confidential information under the circumstances.
- “**funds**” means money awarded to Selected Applicants under the Program;
- “**Google**”, “**our**”, and “**we**” means Google LLC;
- “**including**” means “including but not limited to”;
- “**Eligible Geographies**” means NA, LATAM, EMEA, APAC, Australia, New Zealand, Singapore, Japan, and Brazil;
- “**NA**” means the United States, United States Overseas Territories, and Canada;
- “**APAC**” means Bangladesh, Bhutan, Brunei, Cambodia, Cook Islands, East Timor, Easter Island, Fiji, Hong Kong SAR, India, Indonesia, Laos, Macau SAR, Malaysia, Maldives, Mongolia, Myanmar, Nepal, New Caledonia, Pakistan, Papua New Guinea, Philippines, Samoa, Solomon Islands, South Korea, Sri Lanka, Taiwan, Thailand, Tokelau, Tonga, Tuvalu, Vanuatu, Vietnam;
- “**EMEA**” means Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, Switzerland, United Kingdom, Algeria, Angola, Bahrain, Benin, Botswana, Burkina Faso, Burundi, Cameroon, Cape Verde, Central African Republic, Chad, Comoros, Congo (Brazzaville), Democratic Republic of Congo (DRC), Djibouti, Egypt, Equatorial Guinea, Eritrea, Ethiopia, Gabon, The Gambia, Ghana, Guinea, Guinea-Bissau, Iraq, Israel, Ivory Coast, Jordan, KSA, Kenya, Kuwait, Lesotho, Libya, Lebanon, Liberia, Madagascar, Malawi, Mali, Mauritania, Mauritius, Morocco, Mozambique, Namibia, Niger, Nigeria, Palestine, Oman, Qatar, Rwanda, Sao Tome and Principe, Senegal, Seychelles, Sierra Leone, Somalia, South Africa, Sudan, South Sudan, Swaziland, Tanzania, Togo, Tunisia, Turkey, Uganda, UAE, Western Sahara, Zambia, Zimbabwe;
- “**LATAM**” means Argentina, Bolivia, Chile, Colombia, Costa Rica, Dominican Republic, Ecuador, El Salvador, Guatemala, Honduras, Mexico, Nicaragua, Panama, Paraguay, Peru, Uruguay;
- “**Selected Applicant**” means an applicant that has been selected to receive funding from the Program;
- “**Website**” means the Google News Initiative website at <https://newsinitiative.withgoogle.com/journalism-emergency-fund>;

- “you” and “your” means you in your capacity as an applicant on behalf of your organization;

1. Eligibility.

1.1. **Requirements.** To be eligible for funding from the Program, you must:

- (a) produce original news content and have a focus on core news production (e.g. not lifestyle, sports, or business-to-business reporting);
- (b) employ 2 to 100 full-time staff journalists (local publishers exceeding this limit may still be eligible for consideration in our discretion);
- (c) have a digital presence;
- (d) have been in operation since April 15, 2019 or earlier; and
- (e) be able to demonstrate how your work will help your local community during this time of crisis.

1.2. **Restrictions.** The following are not eligible to apply for funding from the Program: (i) government-owned entities, (ii) organizations incorporated or registered in any place other than Eligible Geographies; and (iii) unincorporated organizations based in any place other than Eligible Geographies.

2. **Program Term.** The Program will start and end on the dates published on the Website (the “**Program Term**”). Applications will be accepted on a rolling basis until the end of the Program or until all funds have been disbursed.

3. Application and Proposal.

3.1. Applications must be submitted as instructed on the Website.

3.2. Applications must include a description of how funding will be used (“**Proposal**”).

3.3. We may request additional documentation to assess your application, and we reserve the right to screen each applicant, including against any applicable government sanctions list, in order to verify eligibility (by making this application, you agree that we may do so, and that you will comply with our screening and due diligence process if requested, including by providing requested information).

4. Selection Criteria.

4.1. The Program is intended to support the production of original journalism during the existential threat facing many publishers around the world posed by the COVID-19 pandemic.

4.2. We will evaluate all Proposals from eligible applicants. We will not consider multiple applications from a single applicant.

4.3. Selection of the successful Proposals will be at our absolute discretion. We do not guarantee that any application will be successful, and we reserve the right to refuse funding for any Proposal.

5. Selection Process.

5.1. Proposals will be reviewed by us for evaluation. We will select (i) Selected Applicants; (ii)

funding award amounts; and (iii) disbursement schedules for each funding award.

- 5.2. We will contact applicants on a rolling basis by email during the Program Term to inform of our decision.
- 5.3. In our discretion, we may withdraw our offer of funding if: (i) we do not receive a response within 30 days of us making an offer of funding; or (ii) you are a Selected Applicant and you do not enter into a Funding Agreement with us.
- 5.4. The approximate timeframes for applicant selection and funding disbursement will be published on the Website and are subject to change from time to time.

6. Funding.

6.1. Funding Overview.

- (a) Funding is conditional on Selected Applicants entering into a “**Funding Agreement**” with Google or a Google affiliate that will contain details about eligible expenses; payment currency, timelines and schedules; and other relevant provisions pertaining to the funds.
- (b) Selected Applicants will be responsible for payment of any applicable taxes associated with the receipt of funding from the Program. Unless required by law, we will not withhold taxes.

6.2. Use of Funds. As a Selected Participant, you will agree to:

- (a) use funds only for the purposes you describe in your Proposal; and
- (b) use all funds within 180 following your receipt of funds.

7. **Confidentiality and Publicity.** You will not share Business Sensitive Information with us in your application or in the course of your participation in the Program. We intend to be transparent and to publicize our activities in relation to the Program, including by publicizing which projects and applicants we offer funding to. You agree it is a condition of your application that we may publicize, including at events, in speeches, in our annual report, through social media, and in any medium online or offline: (i) aggregated data showing how funds from the Program have been awarded, including by project type, industry sector and location; and (ii) project-specific information, including the names and location of applicants, the funds awarded and a description of the selected Proposals. You grant to us and our affiliates a non-exclusive, worldwide, perpetual (or for the maximum term permitted under applicable law), irrevocable, transferable, sublicensable, fully paid-up and royalty-free licence to use your trade names, trade marks, logos and other distinctive brand features for this purpose. We will aim to inform you in advance of any such publication.

8. **Data Privacy.** Google will process any personal data you provide in connection with this application in accordance with our [privacy policy](#).

9. Right to Cancel, Modify or Disqualify.

- 9.1. In our discretion, we may cancel, terminate, modify or suspend the Program or cancel or amend the terms of the application process including in the event of circumstances beyond our reasonable control.
- 9.2. In our discretion, we may disqualify or refuse applications from any applicant who provides false, misleading, or otherwise dishonest information to Google.

9.3. Where applicable, you and Google agree that for the effectiveness of the termination clauses under these terms and conditions, to waive any provisions, procedures and operation of any applicable law to the extent that a court order is required for termination of these terms and conditions.

10. Indemnification. You will defend and indemnify Google and its affiliates, directors, officers, and employees, against all liabilities, damages, losses, costs, fees (including legal fees), and expenses relating to any allegation or third-party legal proceeding to the extent claiming that your application, or use or reproduction of your brand features (including in any publicity described in Section 7) infringes or misappropriates any third party rights (including intellectual property rights).

11. Representations and Warranties.

11.1. **By You.** You represent and warrant that:

- (a) you have not entered into any other agreement or obligation which would prevent you from receiving funding through the Program or fulfilling your obligations under these terms and conditions; and
- (b) the use by Google or its affiliates of anything delivered or licensed to Google by you under these terms and conditions will not infringe or violate any third party's rights (including intellectual property rights).

11.2. **Disclaimers.** To the maximum extent permitted by applicable law:

- (a) the parties' only representations and warranties under these terms and conditions are expressly stated in this section; and
- (b) the parties disclaim all other representations and warranties (express or implied), including any warranties of merchantability, satisfactory quality, non-infringement, and fitness for purpose.

12. Limitation of Liability.

12.1. **Liability.** "Liability" means any liability, whether under contract, tort, or otherwise (including for negligence), and whether or not foreseeable or contemplated by the parties.

12.2. **Limitations.** Subject to Section 12.3 (Exceptions to Limitation):

- (a) Each party's total liability arising out of or relating to these terms and conditions is limited to USD \$10,000.
- (b) Google will not be liable to you or any third party for any reliance that you or any third party place upon, or actions that you or any third party take as a result of, your submission of an application or participation in the Program.

12.3. **Exceptions to Limitations.** Nothing in these terms and conditions excludes or limits either party's liability for

- (a) fraud or fraudulent misrepresentation;
- (b) infringement of the other party's intellectual property rights;
- (c) matters for which liability cannot be excluded or limited under applicable

law.

13. General Provisions. These terms and conditions do not create any agency, partnership or joint venture between the parties. Google may delegate any of its rights or obligations under these terms and conditions to a Google affiliate. Except by Google to its affiliates, neither party may assign any part of these terms and conditions without the written consent of the other (email is acceptable). Any other attempt to assign is void. All legal notices must be in writing and addressed to the other party's primary contact, which for Google is legal-notices@google.com. Any amendment must be in writing and signed by both parties. Neither party will be liable for failure or delay in performance to the extent caused by circumstances beyond its reasonable control. These terms and conditions, together with any Funding Agreement, states all terms agreed between the parties and cancels and replaces all other agreements between the parties relating to its subject matter. If these terms and conditions are translated into any other language, and there is a discrepancy between the English text and the translated text, the English text will govern.

14. Disputes/Governing Law. Any defined term in Sections 14.1 through 14.5 will apply only to the subsection in which it is defined.

14.1. For Applicants in NA, Australia, New Zealand, Singapore Japan, Brazil:

All claims arising out of or relating to these terms and conditions will be governed by California law, excluding California's conflict of laws rules, and will be litigated exclusively in the Federal or State courts of Santa Clara County, California, USA; the parties consent to personal jurisdiction in those courts.

14.2. For Applicants in APAC:

- (a) ALL CLAIMS ARISING OUT OR RELATING TO THESE TERMS AND CONDITIONS OR ANY RELATED GOOGLE PRODUCTS OR SERVICES (INCLUDING ANY DISPUTE REGARDING THE INTERPRETATION OR PERFORMANCE OF THE AGREEMENT) ("**Dispute**") WILL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA, USA, EXCLUDING CALIFORNIA'S CONFLICTS OF LAWS RULES.
- (b) The parties will try in good faith to settle any Dispute within 30 days after the Dispute arises. If the Dispute is not resolved within 30 days, it must be resolved by arbitration by the American Arbitration Association's International Centre for Dispute Resolution in accordance with its Expedited Commercial Rules in force as of the date of these terms and conditions ("**Rules**").
- (c) The parties will mutually select one arbitrator. The arbitration will be conducted in English in Santa Clara County, California, USA.
- (d) Either party may apply to any competent court for injunctive relief necessary to protect its rights pending resolution of the arbitration. The arbitrator may order equitable or injunctive relief consistent with the remedies and limitations in these terms and conditions.
- (e) Subject to the confidentiality requirements in Subsection (g), either party may petition any competent court to issue any order necessary to protect that party's rights or property; this petition will not be considered a violation or waiver of this governing law and arbitration section and will not affect the arbitrator's powers, including the power to review the judicial decision. The parties stipulate that the courts of Santa Clara County, California, USA, are competent to grant any order

under this Subsection (e).

- (f) The arbitral award will be final and binding on the parties and its execution may be presented in any competent court, including any court with jurisdiction over either party or any of its property.
- (g) Any arbitration proceeding conducted in accordance with this Section will be considered confidential information, including (i) the existence of, (ii) any information disclosed during, and (iii) any oral communications or documents related to the arbitration proceedings. The parties may also disclose the information described in this Subsection (g) to a competent court as may be necessary to file any order under Subsection (e) or execute any arbitral decision, but the parties must request that those judicial proceedings be conducted in camera (in private).
- (h) The parties will pay the arbitrator's fees, the arbitrator's appointed experts' fees and expenses, and the arbitration center's administrative expenses in accordance with the Rules. In its final decision, the arbitrator will determine the non-prevailing party's obligation to reimburse the amount paid in advance by the prevailing party for these fees.
- (i) Each party will bear its own lawyers' and experts' fees and expenses, regardless of the arbitrator's final decision regarding the Dispute.

14.3. For Applicants in EMEA:

- (a) ALL CLAIMS ARISING OUT OR RELATING TO THESE TERMS AND CONDITIONS ("**Dispute**") WILL BE GOVERNED BY THE LAWS OF CALIFORNIA, USA, EXCLUDING CALIFORNIA'S CONFLICT OF LAWS RULES.
- (b) The parties will try in good faith to settle any Dispute within 30 days after the Dispute arises. If the Dispute is not resolved within 30 days, it must be resolved by arbitration by the American Arbitration Association's International Centre for Dispute Resolution in accordance with its Expedited Commercial Rules in force as of the date of these terms and conditions ("**Rules**").
- (c) The parties will mutually select one arbitrator. The arbitration will be conducted in English in Santa Clara County, California, USA.
- (d) Any party may apply to any competent court for injunctive relief necessary to protect its rights pending resolution of the arbitration. The arbitrator may order equitable or injunctive relief consistent with the remedies and limitations in these terms and conditions.
- (e) Any party may petition any competent court to issue any order necessary to protect that party's rights or property; this petition will not be considered a violation or waiver of this governing law and arbitration section and will not affect the arbitrator's powers, including the power to review the judicial decision. The parties stipulate that the courts of Santa Clara County, California, USA, are competent to grant any order under these terms and conditions.
- (f) The arbitral award will be final and binding on the parties and its execution may be presented in any competent court, including any court with jurisdiction over any party or any of its property.

- (g) Any arbitration conducted under these terms and conditions will be considered Confidential Information, including the existence of the arbitration, any information disclosed during it, and any oral communications or documents related to it. The parties may also disclose such information to a competent court as may be necessary to file any order or execute any arbitral decision, but the parties must request that those judicial proceedings be conducted in camera (in private).
- (h) The parties will pay the arbitrator's fees, the arbitrator's appointed experts' fees and expenses, and the arbitration center's administrative expenses in accordance with the Rules. In its final decision, the arbitrator will determine the non-prevailing party's obligation to reimburse the amount paid in advance by the prevailing party for these fees.
- (i) Each party will bear its own lawyers' and experts' fees and expenses, regardless of the arbitrator's final decision regarding the Dispute.

14.4. For Applicants in LATAM:

- (a) ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS AND CONDITIONS OR ANY RELATED GOOGLE PRODUCTS OR SERVICES (INCLUDING ANY DISPUTE REGARDING THE INTERPRETATION OR PERFORMANCE OF THE AGREEMENT) ("**Dispute**") WILL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA, USA, EXCLUDING CALIFORNIA'S CONFLICTS OF LAWS RULES.
- (b) The parties will try in good faith to settle any Dispute within 30 days after the Dispute arises. If the Dispute is not resolved within 30 days, it must be resolved by arbitration by the American Arbitration Association's International Centre for Dispute Resolution in accordance with its Expedited Commercial Rules in force as of the date of these terms and conditions ("**Rules**").
- (c) The parties will mutually select one arbitrator. The arbitration will be conducted in English in Santa Clara County, California, USA.
- (d) The arbitrator may not decide by equity.
- (e) Subject to the confidentiality requirements in Subsection (g), either party may petition any competent court to issue any order necessary to protect that party's rights or property; this petition will not be considered a violation or waiver of this governing law and arbitration section and will not affect the arbitrator's powers, including the power to review the judicial decision. The parties stipulate that the courts of Santa Clara County, California, USA, are competent to grant any order under this Subsection (e).
- (f) The arbitral award will be final and binding on the parties and its execution may be presented in any competent court, including any court with jurisdiction over either party or any of its property.
- (g) Any arbitration proceeding conducted in accordance with this Section will be considered Confidential Information under these terms and conditions's confidentiality section, including (i) the existence of, (ii) any information disclosed during, and (iii) any oral communications or documents related to the arbitration proceedings. In addition to the disclosure rights in these terms and conditions's

confidentiality section, the parties may disclose the information described in this Subsection (g) to a competent court as may be necessary to file any order under Subsection (e) or execute any arbitral decision, but the parties must request that those judicial proceedings be conducted in camera (in private).

- (h) The parties will pay the arbitrator's fees, the arbitrator's appointed experts' fees and expenses, and the arbitration center's administrative expenses in accordance with the Rules. In its final decision, the arbitrator will determine the non-prevailing party's obligation to reimburse the amount paid in advance by the prevailing party for these fees.
- (i) Each party will bear its own lawyers' and experts' fees and expenses, regardless of the arbitrator's final decision regarding the Dispute.

14.5. For Applicants in Brazil:

- (a) ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS AND CONDITIONS OR ANY RELATED GOOGLE PRODUCTS OR SERVICES (INCLUDING ANY DISPUTE REGARDING THE INTERPRETATION OR PERFORMANCE OF THE AGREEMENT) ("**Dispute**") WILL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA, USA, EXCLUDING CALIFORNIA'S CONFLICTS OF LAWS RULES.
- (b) The parties will try in good faith to settle any Dispute within 30 days after the Dispute arises. If the Dispute is not resolved within 30 days, it must be resolved by arbitration by the American Arbitration Association's International Centre for Dispute Resolution in accordance with its Expedited Commercial Rules in force as of the date of these terms and conditions ("**Rules**").
- (c) The parties will mutually select one arbitrator. The arbitration will be conducted in English in Santa Clara County, California, USA.
- (d) The arbitrator may not decide by equity.
- (e) Subject to the confidentiality requirements in Subsection (g), either party may petition any competent court to issue any order necessary to protect that party's rights or property; this petition will not be considered a violation or waiver of this governing law and arbitration section and will not affect the arbitrator's powers, including the power to review the judicial decision. The parties stipulate that the courts of Santa Clara County, California, USA, are competent to grant any order under this Subsection (e).
- (f) The arbitral award will be final and binding on the parties and its execution may be presented in any competent court, including any court with jurisdiction over either party or any of its property.
- (g) Any arbitration proceeding conducted in accordance with this Section will be considered Confidential Information under these terms and conditions's confidentiality section, including (i) the existence of, (ii) any information disclosed during, and (iii) any oral communications or documents related to the arbitration proceedings. In addition to the disclosure rights in these terms and conditions's confidentiality section, the parties may disclose the information described in this Subsection (g) to a competent court as may be necessary to file any order under Subsection (e) or execute any arbitral decision, but the parties must request that those judicial proceedings be conducted in camera (in private).

- (h) The parties will pay the arbitrator's fees, the arbitrator's appointed experts' fees and expenses, and the arbitration center's administrative expenses in accordance with the Rules. In its final decision, the arbitrator will determine the non-prevailing party's obligation to reimburse the amount paid in advance by the prevailing party for these fees.
- (i) Each party will bear its own lawyers' and experts' fees and expenses, regardless of the arbitrator's final decision regarding the Dispute.