



## **WES Mariam Assefa Fund Application Terms and Conditions ("Terms")**

By submitting an Application (as defined below), the Applicant (as defined below) fully and unconditionally agrees to these Terms. If Applicant has listed any person or entity in the Application as a Team Member ("Team Member"), Applicant confirms these Terms have been shared with all Team Members and that each Team Member has agreed to the Terms.

### **Eligibility**

An applicant ("Applicant") may be:

- (1) a not-for-profit organization that has been recognized by the Internal Revenue Service as a tax-exempt organization described in Internal Revenue Code section 501(c)(3), 501(c)(4), or 501(c)(6);
- (2) a for-profit entity, including an LLC, LLP, B Corp, Benefit Corporation or Corporation; or
- (3) an individual or individuals, all age 21 or older at the time the application is submitted and who have a Host Institution, as described below, by the start of the grant period, if awarded funding.

If an applicant consists of one or more individuals, the individual(s) must have or obtain a tax-exempt fiscal sponsor ("Host Institution") for the project by the start of the grant period, if awarded funding. Grants will not be awarded to individuals. Applicants must be leading work and serving communities in at least one of the fifty states of the United States or District of Columbia or other U.S. territories.

"Application" as used in these Terms means the completed Application and all other applicant-related materials required by or submitted in connection with this funding opportunity. Only one Application may be submitted for an initiative. World Education Services Mariam Assefa Fund (the "Fund") and the review committee will screen eligible Applications for completeness and compliance with these Terms and may request additional information. The Fund will retain and will not return Applications.

The Fund's employees, officers, directors, agents, and their immediate family and persons residing in the same households are not eligible to participate as Applicants for this funding opportunity.

### **Application Process**

Each Applicant must:

- (1) complete an Application describing the proposed initiative; and
- (2) submit the Application online (through the Fund's SurveyMonkey Apply online grants management platform) by the deadline and follow any other Fund instructions.

The initiative described in an Application must be aligned with at least one of the WES Mariam Assefa Fund's four impact goals:

- Build the case for solutions that advance equitable economic mobility for immigrants and refugees
- Deepen the bench of leaders from immigrant communities and communities of color
- Accelerate the uptake of worker-centered innovations
- Grow the movement to foster welcoming, inclusive, and equitable workplaces and communities

Only applications that meet the eligibility criteria outlined in the funding opportunity will be considered.

Applications will be reviewed based upon the Evaluation Criteria described below.

### **Evaluation Criteria**

All eligible Applications will be evaluated based on the following evaluation criteria ("Evaluation Criteria"):

- **Vision:** Does the initiative put forth a compelling vision for the advancement of immigrants and refugees?
- **Informed by Workers and Employers:** To what extent is the initiative informed by and responsive to the needs of employers, as well as the needs of immigrant and refugee workers?
- **Systems-change Impact\*:** What impact is the initiative striving to achieve and how timely is it? To what extent could this initiative contribute to systemic change?
- **Innovative:** Does the initiative propose a new or improved approach to addressing the challenge/problem identified?
- **Potential for Learning:** Would the initiative result in learnings useful for the field, including models for replicability and scale?
- **Partnership Orientation:** Does the team leading the initiative authentically and intelligently collaborate with partners, when appropriate, to increase the initiative's capacity, reach, and/or impact?
- **Implementation:** Do the initiative's leaders understand the key considerations and resources required to successfully execute the envisioned work?

The Evaluation Criteria will be applied by the members of the review committee in their sole discretion. Final determination of the awardees rests with the Fund and may include considerations beyond the external review committee's reviews, including but not limited to perceived or actual conflicts of interest. Applicants agree to be bound by the decisions of the external review committee and the Fund.

### **The Funding Opportunity**

Applicants are eligible for grant funding for general operating support for your organization or funding for a specific program / project. The Fund will consider a request for general operating support if the work of the organization as a whole is aligned with the focus areas of this funding opportunity.

Most grants awarded through the open application will range from \$100,000 to \$150,000. The duration of the grant period is one to two years. The grant payment is not transferable, in whole or in part.

### **Further Conditions for Participation**

By submitting an Application, the Applicant represents, warrants, and covenants that:

- (1) the Applicant has the full right to submit the project in the Application as its own and the person completing the Application has the full right and authorization to do so;
- (2) the Applicant has the right to grant all rights and releases granted in these Terms;
- (3) pursuit of the project will not: (i) infringe on any copyright, patent, trademark, trade secret or other proprietary rights of any person or entity; (ii) violate any right of privacy or publicity or other right of any person or entity; (iii) violate any law or regulation; or (iv) breach any confidentiality, contractual or other obligation;
- (4) any use by the Fund of any information set forth in the Application will not infringe the rights of any person or entity;
- (5) to the extent the proposed project relies on any third-party intellectual property ("Third-Party IP"), Applicant: (i) has obtained all necessary permission in writing for the Applicant's pursuit of the project and to grant the rights granted to the Fund in these Terms; and (ii) will disclose all Third-Party IP in writing to the Fund if invited to submit a full proposal;
- (6) applicant will cooperate with the Fund's verification of all eligibility and other requirements including execution and return of any documents required by the Fund at any stage of this funding opportunity; and
- (7) applicant waives all rights to claim (i) punitive, incidental, consequential, or other damages; and (ii) injunctive or equitable relief.

Each Applicant is responsible for: (1) taking steps to protect any intellectual property used in its project (including any filings and notices); (2) determining whether any information used in its project is confidential or proprietary; and (3) identifying to the Fund in writing all such confidential and proprietary information. If an Applicant has any doubts, it should consider consulting legal counsel.

The Fund may verify an Applicant's (including any Team Member's) eligibility at any time during the application process. The Fund reserves the right to disqualify any Application at any time for failing to comply with these Terms. This funding opportunity is void where prohibited. All federal, state, and local laws and regulations apply.

### **Grant of Rights**

The Applicant retains all proprietary rights it holds in the Application and the right to use the ideas described in the Application, subject to rights granted to the Fund. By submitting an Application, each Applicant hereby:

- (1) grants permission for the Application to be copied and distributed for the purposes of review, scoring, and evaluation;
- (2) grants permission for information in the Application and related information submitted by the Applicant to be used by the Fund and its licensees, successors, and assigns in connection with this funding opportunity and to further the Fund's charitable mission unless the Fund has expressly agreed otherwise in writing (e.g., with respect to confidential or proprietary information); and
- (3) grants permission for information in the Application and related information submitted by the Applicant (including any multimedia content, such as photographs and video) to be shared by the Fund, at its discretion, with other charitable and/or grant-making organizations or entities, for any purpose, and to be used in the creation of any and all marketing, outreach, and educational collateral produced by the Fund or its partners, including other charitable organizations or entities, or vendors.

## **Release**

By submitting an Application, each Applicant hereby: (1) releases the Fund (and its directors, officers, employees, affiliates, representatives, licensees, consultants, and agents) from any and all liabilities, claims and actions of any kind whatsoever, known or unknown; and (2) knowingly and expressly waives all rights and benefits under California Civil Code Section 1542 which states: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor" and similar rights under the laws of any other jurisdiction.

## **General**

The Fund is not responsible for any difficulties uploading or downloading any funding opportunity-related information from the Fund's website or for any other malfunctions of any kind relating to this funding opportunity (whether technical, human, or otherwise). All decisions of the Fund are in the Fund's sole discretion and are final and binding. These Terms and this funding opportunity are governed by the laws of the State of New York and are applicable to agreements made and performed within the State of New York without giving effect to any conflicts of law provisions that would result in application of any other law. Each Applicant (on behalf of each Team Member) irrevocably agrees to the exclusive jurisdiction of the courts in the State of New York with respect to any dispute in connection with these Terms of this funding opportunity and expressly consents (and waives any objection based on any reason) to venue of those courts. If any provision of these Terms is found invalid, the provision will be modified to the extent necessary to make it valid or will be deleted and the remaining provisions will continue in effect. The Fund's failure to or delay in enforcing any provision will not constitute a waiver. To the extent there is a conflict between these Terms and other information provided by the Fund, these Terms will govern.

## **Modification/Cancellation**

The Fund reserves the right to change any deadlines or review periods and to modify, suspend, or cancel this funding opportunity, in whole or in part, at any time.

## **Personal and Demographic Information**

Personal and demographic information collected from any Applicant as part of this funding opportunity will be used in accordance with these Terms. By participating in this funding opportunity, Applicant (on behalf of itself and all Team Members) consents to the collection, storage, sharing, and use of such information.

The Fund will not share individual organization information externally. Data provided on the demographic information form will be aggregated and used to develop portfolio-level metrics for internal and external reporting, communications, and goal setting.