

## Southland Economic Transformation (SET) Grants *Rules & Regulations*

THIS DOCUMENT ACCOMPANIES THE SET GRANT *Announcement of Funding Opportunity* (“Announcement”). SUBMISSION OF A PROPOSAL CONSTITUTES YOUR ACCEPTANCE OF THESE OFFICIAL RULES (“RULES”).

1. **BINDING AGREEMENT:** In order to enter the process, you must agree to these Rules on behalf of yourself and your Organization. Your submission of an LOI or subsequent Proposal constitutes you and your Organization’s agreement to these Rules. SSMMA and SSEGI reserve the right, in their sole discretion, to verify eligibility and to adjudicate any dispute at any time. You represent and warrant that you are acting within the scope of your employment, as an employee, officer, or director of your Organization, and that your Organization has full knowledge of your actions and has consented thereto, including your Organization’s potential receipt of a grant. You further represent and warrant that your actions on behalf of your Organization do not violate your Organization’s policies and procedures.
2. **ELIGIBILITY:** To be eligible to enter the Process, your Organization must meet the criteria in the Announcement as well as the criteria listed below (“Eligibility Criteria”):
  - a) not discriminate against any person or group of people in either hiring/employment practices or in the administration of programs and services, including on the basis of sexual orientation or gender identity;
  - b) agree that if you receive a grant, it will be used only for eligible charitable purpose, including that it will not be used for religious instruction.
3. **HOW TO ENTER:** To apply for a SET grant, review the RFP in full and provide the information requested by the application deadline to [grants@ssegi.com](mailto:grants@ssegi.com). The Application must meet the “Application Requirements” described below. All Applications must be received by the deadlines provided in the Announcement. Applications are void if they are in whole or part illegible, incomplete, damaged, altered, counterfeit, obtained through fraud, or late.
4. **APPLICATION REQUIREMENTS:** Your Organization’s Application must meet the following Application Requirements:
  - a) It must not be derogatory, offensive, threatening, defamatory, disparaging, libelous or contain any content that is inappropriate, indecent, sexual, profane, indecent, tortuous, slanderous, discriminatory in any way, or that promotes hatred or harm against any group or person, or otherwise does not comply with the theme and spirit of the SET grant process.

- b) It must not contain content, material or any element that is unlawful, or otherwise in violation of or contrary to any applicable federal, state or local laws and regulations where the Application is created.
  - c) It must not contain any content, material or element that displays any third party advertising, slogan, logo, trademark or otherwise indicates a sponsorship or endorsement by a third party unless authorized by that party, and appropriate to and within the spirit of the SET grant process, as determined by SSMMA and SSEGI, in their sole discretion.
  - d) It must be an original, unpublished work that does not contain, incorporate or otherwise use any content, material or element that is owned by a third party or entity (except for limited excerpts with clear authorization).
  - e) It cannot contain any content, element, or material that violates a third party's publicity, privacy or intellectual property rights.
  - f) Your Organization must meet the Eligibility Criteria.
5. JUDGING: LOIs will go through a curation and review process first by members of the Civic Working Groups (CWG); then the most promising will be selected by the Co-Chairs of each CWG to be recommended to a Committee of all of the CWG Co-Chairs; that Committee will pick which LOIs are invited to submit full proposals, and will then consider and recommend full proposals to the SET Grant Committee, which will recommend proposals for funding to the Board of SSMMA. Selection criteria are described in the Announcement as well as herein.

At any point in this process, any applicant may be required to submit additional information, including but not limited to the following:

- (a) Further details or information on the proposed project including, for example, the market analysis supporting it, relevant examples of similar projects or models, and implementation plans;
- (b) Further details on key leadership and staff for the proposed project, including for example their relevant experience and expertise;
- (c) Financial information, including financial statements (income statement, balance sheet, and cash flow statement), for the applicant, partners and sponsors;
- (d) Relevant information on any government affiliation or public funding; and
- (e) If the Application is being submitted by an Organization in the capacity of a fiscal sponsor, further information regarding the relationship between the Organization and the sponsored group.

If an applicant does not respond promptly to the request for additional information, then such applicant may be disqualified.

At each step of the process the decision-making entities (CWG co-chairs, Committee of co-chairs, SET Funding Board, SSMMA Board) reserve the right to add or alter criteria for judging. Determinations of the SSMMA Board are final and binding.

6. **AWARDS:** The most promising proposals (anticipating approximately 8) will receive mini-grants for each to develop full business or operations plans, although in some cases projects may be further along, and use the mini-grant funding to move into the implementation phase. It is anticipated that these mini-grants will average approximately \$50,000 apiece. SSMMA and SSEGI reserves the right to make more or fewer grants, and in any dollar amounts. There is a possibility that additional funds will be raised.
7. **ADDITIONAL REQUIREMENTS FOR WINNERS:** Winners are subject to a due diligence review and must agree to the terms of a grant agreement with SSMMA. If a Winner does not pass the due diligence review as determined by SSMMA and SSEGI, at their sole discretion, or if a Winner does not agree to the terms of a grant agreement, the Winner may be disqualified and an alternate Winner will be selected from among all eligible Applications received based on the judging criteria described above.

SSEGI reserves the right, at its sole discretion, to fund a project based in whole or in part on a Winner's Application, and to modify the project scope at any point in time. SSEGI may also, at its sole discretion, make Award payments to the Winners over a period of time based on project performance milestones.

8. **TAXES: AWARDS ARE SUBJECT TO THE EXPRESS REQUIREMENT THAT WINNERS SUBMIT ALL DOCUMENTATION REQUESTED BY SSMMA TO PERMIT IT TO COMPLY WITH ALL APPLICABLE STATE, FEDERAL, AND LOCAL TAX REPORTING AND WITHHOLDING REQUIREMENTS. ALL AWARDS WILL BE NET OF ANY TAXES SSMMA IS REQUIRED BY LAW TO WITHHOLD. ALL TAXES IMPOSED ON AWARDS ARE THE SOLE RESPONSIBILITY OF THE WINNERS.** In order to receive an Award, Winners must submit the tax documentation requested by SSMMA or otherwise required by applicable law, to SSMMA or the relevant tax authority, all as determined by applicable law. Winners are responsible for ensuring that they comply with all the applicable tax laws and filing requirements. If a Winner fails to provide such documentation or comply with such laws, the award may be forfeited and SSMMA may select an alternative Organization as a Winner from among all eligible Applications received based on the judging criteria described above.
9. **GENERAL CONDITIONS:** All federal, state and local laws and regulations apply.
10. **CONFLICT OF INTEREST POLICY:** A rigorous conflict of interest policy has been established for those participating in the selection process at any level. It is available upon request.
11. **INTELLECTUAL PROPERTY RIGHTS:** To help with review and curation of applications, their contents may be disclosed to SSEGI staff as well as members of CWGs, the Grant Committee or the SSMMA Board. Your Organization's Submission may become public, and others

exposed to your Submission, including but not limited to SSMMA, SSEGI, Grant Committee, CWGs, employees, consultants, agents, and affiliates, may be working on similar ideas or technology now or in the future. You and your Organization waive any claim that anything included in your Organization's Submission is proprietary or confidential. All Winners will be required to agree to the terms of a grant agreement, which will include a provision requiring that any intellectual property created with Award funds must be made available under a permissive open source license and/or placed in the public domain, and widely disseminated for use by anyone for free. Exceptions or alterations to these rules concerning property rights may be granted in exceptional circumstances, but must be requested at the time of application, and will not be considered granted unless agreed upon in writing.

12. **PRIVACY:** Applicants agree that personal data entered during registration or included in your application, including your name, mailing address, phone number, and email address (or such information about other people affiliated with your application or organization) may be processed, stored, shared and otherwise used for the purposes of administering the grant process and within the context of the grant process, including without limitation providing information to the public about who has applied.
13. **PUBLICITY:** By accepting a grant award, applicant agrees and consents to SSMMA's and SSEGI's use of your organization's name, likeness, logo(s), and/or Marketing Materials in conjunction with publicizing or announcing the award without any additional release or compensation, unless prohibited by law.
14. **REPRESENTATION, WARRANTY AND INDEMNITY:** Applicants represent and warrant that the application is their original work and, as such, applicant is the sole and exclusive owner and rights holder of the its application and all intellectual property contained in it, and that it has the right to submit the application and grant all required licenses. Applicants agree not to submit anything that
  - (a) infringes any third-party proprietary rights, intellectual property rights, industrial property rights, personal or moral rights or any other rights, including without limitation, copyright, trademark, patent, trade secret, privacy, publicity or confidentiality obligations;
  - (b) is confidential or proprietary information; or
  - (c) otherwise violates applicable state, federal or local law.
15. **ELIMINATION:** Any false information provided by an applicant or non-compliance with these Rules or the like may result in the immediate elimination of the application from consideration.
16. **RIGHT TO CANCEL, MODIFY OR DISQUALIFY:** SSMMA and SSEGI reserve the right in their sole discretion to cancel, terminate, modify, or suspend the application process or the grant at any time. SSMMA and SSEGI further reserve the right to disqualify any applicant which SSEGI reasonably believes has: (1) tampered with the submission process or any other part of the process, (2) attempted to undermine the legitimate operation of the review and

decision making process by cheating or deception, (3) been involved in other unfair practices, (4) annoyed, abused, threatened or harassed any other applicants or stakeholders affiliated with SSMMA, SSEGI or the grant process, or (5) submitted an application that does not meet the requirements or does not otherwise comply with the Rules.

**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 Rules be construed as an offer or contract of employment with SSMMA or SSEGI. Applicant acknowledges that no confidential, fiduciary, agency or similar relationship or implied-in-fact contract for employment now exists between it and SSMMA or SSEGI and that no such relationship is established by submission of an application under these rules.