

The J.M.K. Innovation Prize
Round One Application Terms and Conditions (“Terms”)

By submitting an Application for the J.M.K. Innovation Prize (“Prize”), the Applicant (as defined below) fully and unconditionally agrees to these Terms. If the Applicant has listed any person or entity in the Application as a team member (“team member”), the Applicant confirms these Terms have been shared with all team members and that each team member has agreed to the Terms.

Application Period

Initial Application Period: February 7, 2023 - April 28, 2023

Eligibility

An applicant (“Applicant”) may be:

- (1) 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 September 30, 2023;
- (2) a not-for profit organization that has been recognized by the Internal Revenue Service as exempt from United States federal taxes under Internal Revenue Code section 501(c)(3); or
- (3) a mission-driven for-profit entity, including an LLC, LLP, B Corp, Benefit Corporation or Corporation.

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 September 30, 2023. Prizes will not be awarded to individuals. Applicants must reside or be domiciled in one of the fifty states of the United States, the District of Columbia, or other U.S. territories.

“Application” as used in these Terms means the completed Application and all other Prize-related materials required by or submitted to the Fund. Only one Application may be submitted for an innovation project. The Fund may screen eligible Applications for completeness and compliance with these Terms and may, but is not obligated to, request additional information once the Application has been received and prior to review. The Fund may retain (and will not return) Applications.

The J.M. Kaplan Fund’s (the “Fund”) employees, officers, directors, agents and their immediate family and persons residing in the same households are not eligible to participate as an Applicant or team member in the Prize program.

Application Process

Round One Application

Each Applicant must:

- (1) complete an Application in English or Spanish describing the proposed innovation project (“Round One Application”); and
- (2) submit the Application online through the Fund’s Foundant online grants management platform by the deadline and follow any other Fund instructions.

The innovation project described in an Application must be consistent with the Fund’s mission in one or more of its three areas of focus:

- (1) The Environment – Slowing the pace of climate change and mitigating climate impacts; and
- (2) Heritage Conservation – Protecting the places that communities care about most; and
- (3) Social Justice – Strengthening democracy and reforming the criminal justice and immigration systems.

Round One Applications will be reviewed based upon the Selection Criteria described below.

Round Two Application

Selected Applicants will be invited to submit a second, longer application (“Round Two Application”) for the Prize in late Spring 2023. The Round Two Applications will be reviewed by a panel of reviewers with applicable subject matter expertise selected by the Fund (subject to further verification of eligibility and compliance with these, and subsequent terms and conditions).

Round Three Finalists

After review of the Round Two Applications, selected Applicants (each, a “Finalist”) will advance to the final round. Finalists will meet in person with trustees of the Fund in Fall 2023. Up to 10 Awardees will be selected (each, an “Awardee”), based upon the Selection Criteria.

Selection Criteria

All eligible Applications will be evaluated based on the following equally-weighted selection criteria (“Selection Criteria”):

- (1) represent a game-changing answer to a clearly identified need;
- (2) are innovative within one or more of the Fund’s three program areas;

- (3) demonstrate the potential to develop an actionable pilot or prototype with Prize funding; and
- (4) hold out the promise to benefit multiple individuals, communities, or sectors through a clearly articulated theory of change.

The Prize

Each Awardee will be eligible to receive up to \$175,000 as follows:

- (1) \$150,000 over a three-year period in support of its innovation project as follows: \$50,000 per year for three years (each a “Prize Payment”), provided that the second and third annual Prize Payments are subject to meeting (in the Fund’s determination) mutually agreed-upon milestones for progress on the innovation project and participation in certain Fund activities; and
- (2) up to \$25,000 in funds for technical assistance or targeted project expenses (“Technical Funds”), provided the Fund has approved the expense as appropriate to further the goals of the innovation project and receives appropriate documentation of the expense(s).

Awardees may not use any Prize Payment or Technical Funds for any purpose other than the selected innovation project. The Prize is not transferable, in whole or in part.

Further Conditions for Participation

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

- (1) the Applicant has the full right to submit the innovation 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 innovation project will not: (i) infringe any copyright, patent, trademark, trade secret or other proprietary rights; (ii) violate any right of privacy or publicity or other right of any person; (iii) violate any law or regulation; or (iv) breach any confidentiality, contractual or other obligation;
- (4) the Fund’s use of information in the Application as described in these Terms will not infringe the right of any person or entity;
- (5) to the extent the proposed innovation project relies on any third-party intellectual property (“Third-Party IP”), the Applicant: (i) has obtained all necessary permission in writing for the Applicant’s pursuit of the innovation 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 chosen as a Finalist; and

- (6) to 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 the Prize program.

The Applicant hereby waives all rights to claim (i) punitive, incidental, consequential, or other damages other than actual out-of-pocket expenses not to exceed \$250.00; and (ii) injunctive or equitable relief.

Each Applicant is responsible for: (1) taking steps to protect any intellectual property material to the innovation project (including any filings and notices); and (2) determining whether any information submitted in an Application is confidential or proprietary and identifying all confidential and proprietary information to the Fund in writing. If an Applicant has any doubts regarding these responsibilities, representations or warranties, consider consulting with legal counsel.

The Fund may verify an Applicant's (including any team member's) eligibility at any time during the Prize program. The Fund reserves the right to disqualify any Application at any time for failing to comply with these Terms. The Prize program is void where prohibited. All federal, state, and local laws and regulations apply.

Grant of Rights

Applicants retain all proprietary rights the Applicant 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, the Applicant hereby:

- (1) grants permission for the Application to be copied and distributed for the purpose of review for selection to submit a Round Two Application and later phases;
- (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 the Prize program and to further the Fund's charitable and educational mission unless the Fund has expressly agreed otherwise in writing (e.g., with respect to confidential or proprietary information).
- (3) grants permission for information in the Application and related information submitted by the Applicant to be shared by the Fund, at its discretion, with other charitable or grant-making organizations or entities, for any purpose.

Release

By submitting an Application, each Applicant hereby: (1) releases the Fund (and its directors, officers, employees, affiliates, representatives, licensees, and agents) from 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 Prize-related information from the Fund’s website or for any other malfunctions of any kind relating to the Prize program (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 the Prize program are governed by the laws of the State of New York applicable to agreements made and performed within the State 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 and County of New York with respect to any dispute in connection with these Terms or the Prize program 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/selection periods and to modify, suspend or cancel the Prize program, in whole or in part, at any time.

Personal Information

Personal information collected from any Applicant as part of the Prize program will be used in accordance with these Terms. By participating in the Prize program, the Applicant (on behalf of itself and all team members) consents to this collection, storage, sharing, and use.

Additional Terms

The Fund will set forth additional terms and conditions for Applicants selected to submit a Round Two Application.