

**The Non-GMO Project**  
**Equitable Transfer Program**  
**Application Terms & Conditions**

Applications Open: January 1, 2023

Applications Close: February 28, 2023

Application Review Period: March 1–31, 2023

Grant Recipient Selection Announcement: March 31, 2023

**GENERAL**

- The Non-GMO Project Equitable Transfer Program (the “Program”) is sponsored and administered by the Non-GMO Project (“Sponsor” or “Project”).
- By entering this Program, you agree, on behalf of yourself and your business, to be bound by these Terms and Conditions and Sponsor’s determinations regarding the Program, which are final and binding.
- The Program is subject to all applicable federal, state, and local laws and is void where prohibited.
- There is no purchase necessary or other cost to apply to the Program or receive a restricted grant solely provided to recipients to use towards achieving Non-GMO Project verification for selected products (a “Grant”).

**CHARITABLE PURPOSE**

The Project has established this Program to help fund the verification costs for Black, Indigenous, Multiracial and People of Color (BIMPOC)-led companies that would like to enroll or renew products in the Project’s Product Verification Program (“PVP”), with a Grant of up to Five Thousand Dollars (\$5,000.00). The Project is awarding this Grant to support a Grant Recipient (as defined below), who might otherwise be financially prevented from participating in the PVP, and thereby the Project aims to alleviate some of the barriers to empowered participation in the food system, specifically by attempting to alleviate the financial barrier to PVP participation.

**ELIGIBILITY**

- To be eligible to enter the Program, as of the first day of the Program Application Period (defined below), your business (the “Entrant”) must satisfy all of the requirements set forth by Sponsor, including those described in the [Program Application](#), which is incorporated herein by this reference, and including without limitation, the following:
  - Self-identify as a BIMPOC-led company;
  - Operate in the food, beverage, or body care industry, with limited exceptions to be determined by the Sponsor in its sole discretion, if applicable; and

- Must be enrolling or renewing already-enrolled eligible products in the PVP and all such products must be likely to comply with the most-current version of the Non-GMO Project Standard (the “Standard”).
- The Entrant must NOT:
  - Have previously been awarded any type of Grant by the Project;
  - Be engaged in any illegal, potentially illegal, or illegitimate activities as adjudged in Sponsor’s sole determination;
  - Be a political fundraising organization;
  - Be a business offering medical and/or dental products, services or advice, or any product claiming to diagnose, cure, or treat an illness or condition; and
  - Promote or advance discrimination, bigotry, or intolerance toward any group (e.g., based on gender identification, sex, race, religion, national origin, ethnicity) as adjudged in Sponsor’s sole discretion.
- Potential Grant Recipients are subject to verification of eligibility by Sponsor, which may include completing additional documentation.

## **PROGRAM APPLICATION PERIOD**

- The “Program Application Period” begins January 1, 2023 at 9AM PST and ends February 28, 2023 at 6PM PST.
- The time clock of the computer administering this Program is the official clock for this Program.
- Sponsor reserves the right to shorten or lengthen the Program Application Period for any reason in its sole discretion.

## **HOW TO ENTER**

- To apply for the Program, the Entrant must: (1) determine whether their company meets the eligibility requirements above; (2) for product(s) that have not previously been enrolled in the PVP, conduct a pre-assessment evaluation for the product(s) Entrant wishes to evaluate for compliance with the Project’s [Standard](#), including a cost estimate, with one of the Project’s four [Technical Administrators](#) (each a “TA”); and (3) complete and submit the online application (“Entry”), which includes submission of pre-assessment materials, available at [https://docs.google.com/forms/d/e/1FAIpQLScuBrvsII74GMQNB\\_QNyvFSIEK1ERMka7T0UVgzKOzSnfGNyw/viewform?usp=sf\\_link](https://docs.google.com/forms/d/e/1FAIpQLScuBrvsII74GMQNB_QNyvFSIEK1ERMka7T0UVgzKOzSnfGNyw/viewform?usp=sf_link) .
- All entries must be received by February 28, 2023 at 6PM PST.
- Limit: One Entry per Entrant. Multiple entries received for any Entrant after the first Entry received from that Entrant will be void.

## **REVIEW CRITERIA AND SELECTION**

- Entries will be reviewed by Sponsor based on an [Evaluation Rubric](#), which includes the following criteria:
  - Brand Story (40%)
  - Community Connection and Cultivation (40%)
  - Verification Value (20%)
- Sponsor will award a Grant to the Entrant whose Entry receives the highest cumulative score (the “Grant Recipient”). There will be one Grant Recipient. The Grant Recipient will be notified via email according to the timeline published at the beginning of these Terms and Conditions.

## **ENTRY TERMS**

- Sponsor may disqualify any Entry that, as adjudged in Sponsor’s sole determination:
  - contains any material that is indecent, obscene, hateful, discriminatory; defamatory, slanderous, libelous, unlawful, or otherwise inappropriate;
  - is submitted in bad faith, is inappropriate, or otherwise violates these Terms and Conditions;
  - is submitted by an Entrant who is ineligible or noncompliant with these Terms and Conditions; and/or,
  - is submitted by any person or business who tampers with or abuses any aspect of the Program, the Project’s PVP, Standard or websites, who acts in a manner that is disruptive or lacking integrity, or who violates these Terms and Conditions.
- Sponsor is not responsible for any delayed Entry, incomplete Entry, or Entry not received, recognized, or accepted for any reason.
- Entrant retains all rights in and to its product or service, including all intellectual property rights, but no Entry may disclose any information confidential to or any trade secret of the Entrant or any third party.
- Sponsor reserves the right, in its sole discretion, to conduct a brief interview with any Entrant and request Entrant to submit additional materials relating to their Entry.
- Sponsor reserves the right to not award any Grants, if in its sole discretion, it does not receive any suitable Entries. No details of the deliberations on individual Entries will be revealed to Entrants or the public.
- With Entrant’s permission, which may be obtained by Sponsor via e-mail, certain Entrants, Entries, or portions thereof, may be featured from time to time by Sponsor during and/or after the Program Application Period in Sponsor’s social media pages and other channels, in the sole discretion of the Sponsor; being selected as a featured Entry is unrelated to the Review Criteria and does not guarantee selection as a Grant Recipient.
- In the event of a tie, Sponsor reserves the right, in its sole discretion, to select the Grant Recipient of its choice among the highest scoring Entrants.
- Decisions of the Sponsor are final and may be made in its absolute and sole discretion.
- The Grant Recipient shall be required to execute and return to Sponsor an affidavit of eligibility and liability release within forty-eight (48) hours after the Sponsor’s notification.
- If a potential Grant Recipient cannot be located or does not respond within forty-eight (48) hours after the Sponsor’s notification, or the potential Grant Recipient rejects the

grant or fails to complete a release within the allotted time period, the grant will be forfeited and may be awarded to an alternate Grant Recipient, who will be the Entrant with the next highest ranked Entry from among all remaining eligible Entries.

- The odds of being awarded a Grant will depend on the number of eligible Entries received during the Program Application Period.

## **GRANT AMOUNT AND RESTRICTIONS**

- Subject to the Grant Recipient's compliance with these Terms and Conditions, the Grant Recipient will receive a restricted Grant of up to \$5,000.00 (USD) to be used solely for the purposes of paying for evaluation costs and/or TA fees directly associated with the evaluation of one or more product(s) in the Project's PVP. The total Grant amount will be set forth in Sponsor's email to the Grant Recipient. The Grant Recipient hereby acknowledges and agrees that the Grant may not cover all of the Grant Recipient's evaluation costs and/or TA fees. The Grant Recipient will be responsible for payment of any evaluation costs and/or TA fees in excess of \$5,000.00 (USD), if any. In the event the Grant Recipient's evaluation costs and/or TA fees are less than \$5,000.00 (USD), the Grant Recipient will only receive the actual, out-of-pocket expenses associated with its product evaluation as determined by the TA in its sole discretion; and if the total TA fees end up amounting to less than the total amount awarded, any dollar amount in excess of the TA fees will be returned to Sponsor.
- Each Grant is awarded "as is" with no warranty or guarantee, either express or implied by Sponsor. Being selected as a Grant Recipient does not guarantee an Entrant's product(s) qualify for Non-GMO Project verification. The Project makes no representations, warranties, or guarantees regarding successful completion of any product(s) Non-GMO Project Verification in connection with the PVP.
- As a participant in the PVP, the Grant Recipient will be subject to and required to comply with all terms, conditions, and obligations set forth in the Standard and the Rules and Procedures governing the PVP, including entering into a Trademark License and Program Participation Agreement with the Project.
- Grant Recipient is responsible for all applicable federal, state, and local taxes, if any, as well as any other costs and expenses associated with grant acceptance and use not specified in these Terms and Conditions.
- The Sponsor makes no warranties of any kind, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, with respect to any grant awarded in the Program.

## **TERMINATION**

Sponsor may modify, suspend, or discontinue any payment of the Grant or otherwise terminate the Grant award if (a) Sponsor discovers or otherwise receives information that any part of the Entry contained false, misleading, incorrect, or fraudulent information; (b) there are significant changes to Grant Recipient's leadership or other factors that Sponsor reasonably believes may threaten or undermine Sponsor's charitable purposes and/or charitable intent underlying the Program; or (c) Grant Recipient fails to comply with these Terms and Conditions.

## REPRESENTATIONS AND WARRANTIES

- By submitting an Entry, each Entrant represents and warrants that: (a) the information contained in the Entry, including in the application and all materials submitted therewith, is true and correct in all material respects and that the Project may rely on such information in its efforts to administer the Program and comply with any applicable laws and regulations; (b) the person submitting the Entry has all of the rights and authority necessary to do so; and (c) submitting an Entry and/or receiving a Grant will not violate any agreement between you or the Grant Recipient and any third party.

## LIMITATION OF LIABILITY

- Each Entrant will release, discharge and hold harmless Sponsor and its directors, officers, employees, agents, and attorneys (collectively, the “Released Parties”), from any and all injuries, liability, losses, and damages of any kind to persons, in whole or in part, directly or indirectly, from the Entrant’s participation in the Program or any Program-related activity or the acceptance, possession, use, or misuse of any grant.
- The Released Parties are not responsible for:
  - **inability of an Entrant’s or Grant Recipient’s product(s) to meet the Non-GMO Project Standard or requirements of the PVP;**
  - lost, late, incomplete, damaged, inaccurate, delayed, or undelivered Entries;
  - lost, interrupted or unavailable network, server, Internet Service Provider, website, or other connections, or other errors or difficulties of any kind relating to or in connection with the Program, including errors or difficulties that may occur in connection with the administration of the Program, the processing or review of Entries, or the announcement of the Grant Recipient;
  - any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Program; and/or,
  - injury or damage to any person’s computer related to or resulting from participating in this Program or downloading materials from or use of Sponsor’s website or other platforms.
- Program Changes. Sponsor reserves the right to modify these Terms and Conditions in order to better achieve the Program’s purpose as adjudged in Sponsor’s determination, without liability or obligation to Sponsor. Sponsor will give notice of modifications on the Program official site and in these Terms and Conditions.

## GOVERNING LAW

All issues and questions regarding these Terms and Conditions and Entrant’s or Sponsor’s rights and obligations in connection with the Program shall be governed in accordance with the laws of the State of Washington without reference to its choice of law rules.

## ARBITRATION

Except where prohibited by law, any controversy, claim or dispute arising out of or relating to the Program or these Terms and Conditions individually and exclusively must be resolved by final and binding arbitration administered by the American Arbitration Association (“AAA”) and conducted before a single arbitrator under AAA’s applicable arbitration rules. The place of arbitration shall be Bellingham, Washington.

## **ASSIGNMENT**

You may not assign, or transfer by operation of law or court order, any of your rights or obligations under these Terms and Conditions without the Project’s prior written approval. These Terms and Conditions will bind and benefit any permitted successors or assigns.

## **USE OF DATA**

- By participating in the Program, Entrant, and the authorized representatives acting on behalf of Entrant, acknowledges that Sponsor will collect personal data that is submitted in the Entry (“Personal Information”).
- Sponsor may collect and use the Personal Information for purposes of this Program and as authorized under these Terms and Conditions.
- Any Personal Information or content supplied by an Entrant to the Project will be subject to the Project’s Privacy Policy posted at <https://www.nongmoproject.org/privacy-policy/>.

**PROJECT’S ADDRESS:** The Non-GMO Project, P.O. Box 5606, Bellingham, WA 98227.

**BY SUBMITTING AN ENTRY TO THE PROJECT, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS TERMS AND CONDITIONS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE LEGALLY BOUND BY IT.**