

# AI for Climate and Nature Grand Challenge Agreement

This AI for Climate and Nature Grand Challenge Agreement (“**Agreement**”) is entered into by the Bezos Earth Fund LLC (“**Earth Fund**” or “**Bezos Earth Fund**”) and each entity that submits a grant application, whether alone or as part of a group, for the AI for Climate and Nature Grand Challenge (the “**Challenge**”). The term “**Grant Applicant**” refers to an entity, or group of two or more entities, that submits a grant application. The term “**Lead Entity**” refers to (1) the entity that acts on behalf of a group of entities in advancing a grant application, fulfilling responsibilities defined further below, or (2) an individual entity that submits an application on its own. The term “**Contributing Entity**” refers to entities that are part of a Grant Applicant group and are not the Lead Entity. Luminary Labs is the administrator for the Challenge via a contract with Radiant Earth (Luminary Labs and Radiant Earth are together referred to as the “**Administrator**” in this Agreement).

By signing this Agreement, each Lead Entity and Contributing Entity is entering into a binding agreement with the Earth Fund. By checking the “I Agree” box and submitting a grant application to the Challenge, the individual checking the “I Agree” box represents and warrants that he/she/they has the authority to bind the entity on whose behalf this Agreement is entered into. Each Lead Entity and Contributing Entity is subject to and bound by all of the terms of this Agreement. Entering into this Agreement is required for participation in the Challenge as a Lead Entity or Contributing Entity.

Grant Applicant acknowledges that the Earth Fund may require Grant Applicants to comply with additional rules, requirements, or procedures that it determines, in its sole discretion, are necessary for the administration of the Challenge. The Lead Entity for each grant application selected for funding must sign a grant agreement prior to its receipt of any grant funds.

## 1. Eligibility and Requirements

To establish and maintain eligibility for participating in the Challenge, each Lead Entity and Contributing Entity represents, warrants, agrees and covenants as follows:

- It is a legal entity organized under the laws of a state, country or other governmental body that is not subject to U.S. sanctions as specified on the [U.S. Department of Treasury website](#).
- It satisfies all Challenge requirements specified on the website at [www.AforClimateandNature.org](#) (the “**Challenge Website**”), the terms of which are incorporated herein by reference as though fully set forth, and this Agreement.
- All applications, whether submitted by a single entity or group of entities, must designate a single entity as the “**Lead Entity**,” that, if the grant application is selected, will be the

Earth Fund's grantee. The Lead Entity is responsible for fulfilling the obligations designated to such Lead Entity under this Agreement and the Challenge Website, including submitting the grant application, submitting this Agreement signed by each Contributing Entity, signing the grant agreement, receiving the grant award, and additional obligations identified from time to time by the Earth Fund in support of the administration and operation of the Challenge. For applications submitted by a single entity, that entity shall be the Lead Entity for that application. **A Lead Entity, whether applying alone or jointly, must be either (1) a domestic U.S. organization that is exempt from taxation under Section 501(c)(3) of the U.S. Internal Revenue Code, or (2) an academic institution from anywhere in the world.**

- The Lead Entity must designate an individual point of contact who is affiliated with and authorized to act on behalf of the Lead Entity as the “**Team Lead**.” The Team Lead must be the older of: 18 years of age or the age of majority in the state or country where the individual resides. Team Leads will be responsible for all Challenge-related communications with the Administrators or Bezos Earth Fund. The Team Lead may not be a citizen of or reside in a country that is subject to U.S. sanctions as specified on the [U.S. Department of Treasury website](#). Any notices by the Earth Fund or either Administrator shall be deemed delivered once sent via email to the Team Lead using the email address provided in the grant application.
- Each Contributing Entity agrees that the Lead Entity and Team Lead may undertake all tasks required to advance the grant application and in connection with this Agreement and all Challenge-related agreements and other obligations. For the avoidance of doubt, any Contributing Entity acknowledges that the grants provided pursuant to this Challenge will be paid solely to entities that are academic institutions or U.S. entities that are exempt from taxation under Section 501(c)(3) of the U.S. Internal Revenue Code.
- No Grant Applicant may be owned, managed, or controlled by employees, officers, directors or board members of the Earth Fund or either Administrator.
- Phase 2 participation is restricted to Phase 1 awardees. To be eligible for Phase 2 grant awards, Phase 1 awardees must have complied with all requirements to participate in relevant activities for Phase 2 as described on the Challenge Website.
- Any agreement signed, or obligation undertaken regarding a Lead Entity or Contributing Entity's participation in the Challenge that conflicts with this Agreement may make the Grant Applicant ineligible.

## 2. Grant Applicant Obligations

- Each Grant Applicant participating in the Challenge must comply fully with all of the terms of this Agreement. Grant Applicant represents and warrants that its grant

application complies with all conditions identified on the Challenge Website and in this Agreement.

- Grant Applicants must be able to participate in the Challenge without violating any thirdparty rights or obligations, including without limitation an employer’s policies or procedures.
- Grant Applicant agrees to follow all applicable federal, state, and local laws and regulations, as well as the Privacy Policy on the Challenge Website.
- Phase 1 applications must be submitted via the online application platform on the Challenge Website by 5:59 p.m. Eastern Time on August 13, 2024. Applications received after this deadline will not be considered.
- If a Grant Applicant encounters a technical issue before the deadline, the Grant Applicant must immediately contact [hello@aiforclimateandnature.org](mailto:hello@aiforclimateandnature.org) and provide an explanation of the technical problem experienced, along with supporting screenshots. Luminary Labs will accept the Grant Applicant’s application if Luminary Labs can confirm that a technical problem occurred with the Challenge Website and that the technical problem affected the Grant Applicant’s ability to submit an application by the application deadline. These extensions are at Luminary Labs’ sole discretion and apply only to the unavailability of, or technical problems with, the Challenge Website. Luminary Labs will not grant a Grant Applicant an extension if the Grant Applicant failed to submit an application in the system by the application deadline or if the technical problem experienced is unrelated to the Challenge Website.

### 3. Grant Awards

- In each phase of the Challenge, an independent panel of expert judges will score eligible submissions according to the phase-specific [evaluation criteria](#) specified on the Challenge Website. These scores will be used to recommend awardees for each phase, up to a maximum number of awardees as specified on the Challenge Website. Scores will not be shared with Grant Applicants at any time. The Bezos Earth Fund will make the final determination of awardees and award amounts to be distributed to Lead Entities, at its sole discretion. The Bezos Earth Fund may decide in its sole discretion to limit the number of awardees, the dollar value of any award, or to issue no awards.
- As a condition of receiving a grant in each phase, Lead Entities for selected grant applications must execute a separate agreement, to be provided by the Bezos Earth Fund, which governs distribution of the funds and memorializes additional terms.
- Grants will be distributed to the Lead Entity. Any further distribution to Contributing Entities or team members is not the responsibility of the Bezos Earth Fund or either Administrator and is at the sole discretion of the Lead Entity. In the event a dispute

regarding the identity of the Lead Entity cannot be resolved to the Bezos Earth Fund's satisfaction, the affected application will be deemed ineligible. The Bezos Earth Fund and the Administrators will not be liable for any failure on the part of the Lead Entity to distribute the funds to Contributing Entities or team members.

- The grant paid to the Lead Entity will be funded via stock transfer from the Earth Fund's beneficial owner ("**Beneficial Owner**") or cash, in each case in accordance with a payment schedule set forth in the applicable grant agreement. Notwithstanding any other provision in this Agreement, the Challenge Website, or other Challenge materials, Grant Applicant acknowledges and understands that the ultimate timing of any grant payment by the Beneficial Owner is subject to the Beneficial Owner's compliance with any restrictions regarding open trading windows to which the Beneficial Owner may be subject. In the case of stock transfers, the fair market value of the stock on the dates Beneficial Owner transfers the stock to the Lead Entity shall be the fair market value of the stock for all tax, grant and receipt purposes, regardless of whether the Lead Entity later disposes of the stock for a higher or lower price.
- Any taxes required to be paid due to award of a grant are the sole responsibility of the Grant Applicant. Grant Applicant is also responsible for any reporting obligations. Questions related to taxes should be directed to Grant Applicant's tax advisor. Any expenses incurred by Grant Applicant in connection with participation in the Challenge or use of any grant awarded are the Grant Applicant's sole responsibility. Failure to comply with this Agreement may result in forfeiture of the grant, in the sole discretion of the Bezos Earth Fund.

## 4. Publicity Release

Grant Applicants agree that the Bezos Earth Fund, each Administrator and their respective vendors and partners may use Grant Applicants' names and descriptions of their applications in connection with the Challenge and the Bezos Earth Fund's mission without compensation, except where prohibited by law.

Grant Applicants shall not use the Bezos Earth Fund name or logo, or the name or likeness of any individual associated with the Bezos Earth Fund, in connection with this Challenge, any promotional materials, press releases, on-line postings, websites or otherwise, without the advance written permission of the Bezos Earth Fund.

## 5. Disqualification

The Bezos Earth Fund reserves the right, in its sole discretion, to disqualify any Grant Applicant that is found to be tampering with the entry process or the operation of the Challenge,

Challenge Website, or other Challenge-related websites; to be acting in violation of this Agreement, any other agreement required to be executed in connection with the Challenge, or any requirements specified on the Challenge Website; to be acting in a disrespectful, unprofessional or an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Challenge; or to annoy, abuse, threaten, or harass any other person. The Bezos Earth Fund reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law.

## 6. Links to Third-Party Websites

The Challenge Website may contain links to third-party websites that are not owned or controlled by the Bezos Earth Fund or the Administrators. The Bezos Earth Fund and the Administrators do not endorse or assume any responsibility for any such third-party sites. If a Grant Applicant accesses a third-party website from the Challenge Website, the Grant Applicant does so at the Grant Applicant's own risk and expressly relieves the Bezos Earth Fund and the Administrators from any and all liability arising from use of any third-party website or its content.

## 7. Notice to Grant Awardees

Attempts to notify grant awardee(s) will be made using the email address associated with the Team Lead's email account listed in the application. Challenge Parties, as defined in *General Liability Release* below, are not responsible for email or other communication problems of any kind. If, despite reasonable efforts, a potential grant awardee does not respond within three calendar days of the first notification attempt regarding selection as an awardee (or a shorter time as needs may require), or if the notification is returned as undeliverable, that Grant Applicant may forfeit the Grant Applicant's awardee status and any associated awards, and an alternate awardee may be selected.

## 8. Submissions and Intellectual Property

Grant Applicants retain ownership of intellectual property of applications or other submissions, subject to the following irrevocable licenses and the terms of this Agreement. Each Grant Applicant hereby grants an irrevocable, paid-up, royalty-free, sub-licensable, assignable, nonexclusive worldwide license in perpetuity to the Bezos Earth Fund and each Administrator to store, transmit, distribute, access, use, modify, adapt, reproduce, publish, post links to, share, create derivatives of, display publicly (e.g., on websites or social media pages) and sublicense all or any part of all works and other materials, ideas, concepts, innovations, discoveries, designs, formulae, know-how or developments submitted or otherwise provided by any means, directly or indirectly, in connection with the Challenge, including but not limited to proposals, presentations, applications, submissions, submission abstracts and other submission or

application content (collectively, the “**Submission**”). Each Grant Applicant represents and warrants that there are no legal obstacles to providing these licenses to the Bezos Earth Fund and the Administrators.

Each Grant Applicant represents and warrants that it is the sole author or owner of, or has the right to use, any copyrightable works or other materials, ideas, concepts, innovations, discoveries, designs, formulae, know-how or developments provided by any means, directly or indirectly in connection with the Challenge, including for purposes of the licenses granted to the Bezos Earth Fund and each Administrator in this Agreement; that the Submission is wholly original with the Grant Applicant (or is an improved version of an existing work that the Grant Applicant has sufficient rights to use and improve); and that the Submission does not infringe any copyright, patent, trademark, trade secret or any other rights of any third party. If the Submission includes any third-party works (such as third-party content or open-source code), the Grant Applicant must identify such works and, if requested, provide documentation of all appropriate licenses and releases for use of such third-party works, including for purposes of the licenses granted to the Bezos Earth Fund and each Administrator in this Agreement. If the Grant Applicant cannot provide documentation of all required licenses and releases, the Bezos Earth Fund reserves the right, in its sole discretion, to disqualify the grant application.

Each Grant Applicant further represents and warrants that its Submission is free of (i) security threats and/or malware, (ii) any false or misleading content and/or (iii) any defamatory, obscene, or otherwise illegal content.

No Submissions will be returned. The Earth Fund and each Administrator may retain the original or copies of Submissions but are not required to do so.

## 9. No Confidentiality or Special Relationship

Submissions will not be maintained as confidential.

Each Grant Applicant hereby acknowledges and agrees that the relationship between themselves and the Bezos Earth Fund (together with its Affiliates (defined below), including but not limited to the Bezos Earth Fund’s beneficial owner and/or affiliated entities) (each, a “**Challenge Party**” and collectively, the “**Challenge Parties**”) is not a confidential, fiduciary, or any other special relationship, and that the Grant Applicant’s decision to provide the Submission for purposes of the Challenge does not place the Challenge Parties in a position that is any different from the position held by members of the general public with regard to the Challenge or any elements of any Submission, other than as licensee as specified in Section 8.

Each Grant Applicant understands and acknowledges that the Challenge Parties review business plans, proprietary information, and new ideas of many enterprises from time to time, some of which may compete directly or indirectly with the Grant Applicant’s Submission or business (as conducted or as proposed to be conducted). Nothing in the Submission shall preclude or in any way restrict any Challenge Party from evaluating or purchasing securities of

any particular enterprise, investing or participating in any particular enterprise, or making a grant to or otherwise funding or supporting any particular enterprise, whether or not such enterprise has products, programs, or services that compete with those of the Grant Applicant. The Grant Applicant hereby agrees that, to the extent permitted under applicable law, no Challenge Party shall be liable to a Grant Applicant for any claim arising out of, or based upon (1) any investment or participation in, or grant or funding to, or support of any particular enterprise by a Challenge Party, including but not limited to any entity competitive with the Grant Applicant, or (2) actions taken by any Challenge Party or any partner, founder, manager, member, officer, employee, or other representative of a Challenge Party to assist any such particular enterprise, whether or not such action was taken as an investor in or a member of the board of directors of such particular enterprise or otherwise, and whether or not such action has a detrimental effect on a Grant Applicant.

As used in this Agreement, “**Affiliate**” means, with respect to any specified individual or entity, any other individual or entity who or which, directly or indirectly, controls, is controlled by, or is under common control with such specified individual or entity, including, without limitation, any general partner, limited partner, officer, director, shareholder, trustee, beneficiary, member, manager, managing member, or employee of such specified individual or entity.

## 10. General Liability Release, Indemnification and Limitation of Liability

The Bezos Earth Fund and each Administrator, and their respective affiliates, are not liable for any direct, indirect, incidental, consequential, or punitive damages arising out of Grant Applicant’s participation in the Challenge, including in connection with Submission development, Challenge activities, receipt or use of any grant award, or any error or omission in this Agreement or the Challenge Website.

Grant Applicant hereby agrees that:

- A. The Challenge is provided on an “as is” basis without any representations, warranties, or commitments of any kind, including the success of any Grant Applicant or that any grants will ultimately be awarded. In no event shall the Bezos Earth Fund or either Administrator, or any affiliates of either entity (including without limitation with respect to Bezos Earth Fund and any other Challenge Party) — or any of their respective founders, directors, managers, officers, trustees, employees, owners, shareholders, members, beneficiaries, contractors, agents, representatives, successors, assigns, or partners — (collectively, the “**Released Parties**”) be liable for any injury (including death), losses, claims, and/or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation, lost profits; lost revenue; lost savings; loss of data; damage caused to a computer, computer software, systems, programs, and

data; replacement costs; or any similar damages, whether based in contract, tort, strict liability, statutory, common law, or otherwise (collectively, “**Claims**”) arising from Grant Applicant’s participation in the Challenge or any Challenge-related activities, or from Grant Applicant’s acceptance, receipt, possession, use or misuse of any award or recognition, or related to use or disclosure of Grant Applicant’s Submission. Grant Applicant further waives and covenants not to sue the Released Parties for any such future Claims. The aggregate liability of the Released Parties shall not exceed the amount paid by the Grant Applicant for the opportunity to participate in the Challenge, which is zero U.S. dollars, or \$100 (U.S. dollars) in any jurisdiction where liability cannot be completely waived. Grant Applicant irrevocably waives any right to seek injunctive or equitable relief from the Released Parties for any Claims.

- B. The Grant Applicant will indemnify, defend, and hold harmless the Released Parties from and against all third-party claims (including without limitation, claims brought by another party in Grant Applicant’s team or another Grant Applicant), actions, or proceedings of any kind and from any and all damages, liabilities, costs, and expenses arising from or related to Grant Applicant’s participation in the Challenge, including but not limited to (i) Challenge activities, awards, or recognition, (ii) patent, copyright or trademark infringement, or trade secret misappropriation, and/or (iii) breach or alleged breach of any representations, warranties, and covenants of the Grant Applicant related to the Challenge as set forth in this Agreement, any other agreement required to be executed in connection with the Challenge, the Challenge grant application, or any terms of the Challenge Website.
- C. The Bezos Earth Fund and the Administrators are not responsible for incomplete, illegible, misdirected, misprinted, late, lost, postage-due, damaged, or stolen applications or award notifications; or for lost, interrupted, inaccessible, or unavailable networks, servers, satellites, internet service providers, websites, or other connections; or for miscommunications; failed, jumbled, scrambled, delayed, or misdirected computer, telephone, cable transmissions or other communications; or for any technical malfunctions, failures, difficulties, or other errors of any kind or nature; or for the incorrect or inaccurate capture of information; or the failure to capture any information.
- D. The Bezos Earth Fund reserves the right at its sole discretion to cancel, terminate, modify or suspend the Challenge in whole or in part. None of the Released Parties shall have any liability to any Grant Applicant, or any person or entity employed by or affiliated with the Grant Applicant, in connection with the Challenge.

## 11. Privacy

By participating in the Challenge, each Grant Applicant agrees that the Bezos Earth Fund and each Administrator may also use the Grant Applicant’s information to contact the Grant Applicant about Challenge and innovation-related activities, and acknowledges that the Grant Applicant has read and accepted the Privacy Policy published on the Challenge Website.



## 12. Governing Law and Jurisdiction

This Agreement shall be construed and governed by the laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction). Access or use of the Challenge Website is unauthorized in any jurisdiction that does not give effect to all provisions of this Agreement. For any claims that are not subject to arbitration, to compel arbitration, or to confirm, modify, vacate or enter judgment on the award of an arbitrator, the parties to this Agreement, including every Grant Applicant entity (whether the Lead Entity or not), agree to personal jurisdiction and venue for all such claims in the state or federal courts of competent jurisdiction in the District of Columbia, United States. The arbitration provisions in this Agreement are governed by the U.S. Federal Arbitration Act.

## 13. Arbitration and Jury Trial Waiver

The parties, including every Grant Applicant entity (whether the Lead Entity or not), agree that any dispute arising out of or relating to this Agreement or the Challenge will be fully and finally resolved by arbitration conducted in the District of Columbia, United States, according to JAMS's Comprehensive Arbitration Rules and Procedures that are governing at the time of the dispute (see [www.jamsadr.com/rules-comprehensive-arbitration/#Rule-16-1](http://www.jamsadr.com/rules-comprehensive-arbitration/#Rule-16-1)) ("JAMS Rules"). If the processes set forth in the then-current Rules for selecting an arbitrator do not result in the parties agreeing on an arbitrator, the parties shall repeat those processes until a mutually acceptable arbitrator is selected. The arbitrator is without jurisdiction to apply any substantive law other than the laws expressly provided in this Agreement. The arbitrator will render a written, reasoned opinion in support of any award. This opinion must detail application of the law to all relevant evidence in the case.

The parties further agree that any such claims may only be brought on an individual basis and not on behalf of a purported class or a representative action of any kind. Unless the parties agree otherwise, the arbitrator may not consolidate or join more than one entity's claims with another's, or preside over any form of a consolidated, representative or class proceeding.

The parties acknowledge that by agreeing to arbitrate, they are waiving any right they may have to a trial by jury.

## 14. Entire Agreement; Third-Party Rights; Enforcement

This Agreement together with the Privacy Policy controls the relationship between the Grant Applicant, on the one hand, and the Bezos Earth Fund and each Administrator, on the other hand, and represents the entire agreement with respect to Grant Applicant's participation in the

Challenge, along with any subsequent agreement(s) the Grant Applicant is required to sign to receive grant funds. Each Administrator is a third party beneficiary of this Agreement and may enforce its rights arising under Sections 2-4, 6, 8, 10-12 and 14 of this Agreement. This Agreement does not otherwise create any third-party rights. If there is any conflict between the Challenge Website and this Agreement, this Agreement controls.

If any part of this Agreement is unenforceable, that will not affect the other terms. If a Grant Applicant does not comply with any provision in this Agreement, and the Bezos Earth Fund or either Administrator does not take action to enforce this Agreement, that does not constitute waiver of any right to take action in the future. The Earth Fund or an Administrator may take any actions necessary to enforce their rights under this Agreement.

The individual signing this Agreement on behalf of the Lead Entity or Contributing Entity, as the case may be, represents and warrants that the signatory has the authority to bind the entity identified in the signature block on whose behalf this Agreement is entered into.

This Agreement may be manually signed by hand or electronically with DocuSign or other comparable verifiable electronic signature, and the terms “signed” or “signature” include electronic signatures. Each Lead Entity and Contributing entity acknowledges that the Bezos Earth Fund is not required to sign this Agreement for it to be a binding and enforceable agreement; a binding agreement is established when signed by the Lead Entity or Contributing Entity below.

## 15. Modification of Terms

The Bezos Earth Fund reserves the right to modify this Agreement at its sole discretion at any time. Any modification to this Agreement will be effective immediately upon posting by Luminary Labs or notifying Grant Applicants by email. Continued participation in the Challenge after the posting or sending email notice of such modifications, constitutes binding acceptance of the modified Agreement, regardless of whether the Grant Applicant read or acknowledged the modification. This Agreement cannot be modified except by the Bezos Earth Fund.

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, all other provisions in this Agreement shall remain in effect.

The Bezos Earth Fund also reserves the right to modify the Challenge Website, Challenge procedures and management of the Challenge at any time, in its sole discretion.

[Signature Page Follows]

The entity listed below has caused this AI for Climate and Nature Grand Challenge Agreement to be signed its duly authorized signatory, as of the date listed below.

**LEAD ENTITY**

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Entity Name: \_\_\_\_\_

Country or U.S. State of Incorporation: \_\_\_\_\_

Principal Place of Business: \_\_\_\_\_

Date: \_\_\_\_\_

The entity listed below has caused this AI for Climate and Nature Grand Challenge Agreement to be signed its duly authorized signatory, as of the date listed below.

**CONTRIBUTING ENTITY**

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Entity Name: \_\_\_\_\_

Country or U.S. State of Incorporation: \_\_\_\_\_

Principal Place of Business: \_\_\_\_\_

Date: \_\_\_\_\_