

**Google News Initiative
Local Lab for Brazil**

Application Terms and Conditions

These application terms and conditions (“**terms and conditions**”) describe the eligibility conditions to receive support from the Google News Initiative Local Lab (“**Program**”). By submitting an application, you accept these terms and conditions.

In these terms and conditions:

- “**Business Sensitive Information**” means Confidential Information, relating to you or any other third party that is highly sensitive such that disclosure to a competitor would cause substantial harm to you (or other third party).
- “**Confidential Information**” means information that one party discloses to the other party under these terms and conditions, and that is marked as confidential or would normally be considered confidential information under the circumstances.
- “**Google**”, “**our**”, and “**we**” means Google LLC;
- “**including**” means “including but not limited to”;
- “**Eligible Geographies**” means Brazil;
- “**Participation Agreement**” means a participation agreement entered into between Selected Applicants and Google or Google’s affiliates;
- “**Support Services**” means Program-related services including product training, workshops, office hours, technical diagnosis, technical implementation support provided by Service Providers;
- “**Proposal**” has the meaning in Section 3 (Application and Proposal);
- “**Selected Applicant**” means an applicant that has been selected to receive support from the Program;
- “**Service Providers**” means third party service providers selected and funded by Google for the Program.
- “**Website**” means the Google News Initiative website at <https://newsinitiative.withgoogle.com/local-lab-br>
- “**you**” and “**your**” means you in your capacity as an applicant on behalf of your organization;

1. Eligibility.

1.1. Requirements. To be eligible for support from the Program:

- (a) you must produce original news content (including as a for-profit or nonprofit traditional news organizations, digital native, or radio or TV broadcaster);
- (b) you must have a news website that has been in operation for at least 12 months;
- (c) employ 2 to 100 full-time staff journalists (publishers exceeding this limit may still be eligible for consideration in our discretion); and
- (d) you or your organization must be incorporated or registered in the Eligible Geographies. If you have questions about the eligibility of your country or region

prior to submitting your application, please contact us at gni-local-lab-br@google.com.

- 1.2. **Restrictions.** The following are not eligible to apply for participation in the Program:
 - (a) solely or substantially government-owned entities;
 - (b) Unregistered organizations;
 - (c) individuals, unless you are a registered freelancer or sole trader (or the local equivalent in your region);
 - (d) Google employees or contractors; and
 - (e) organizations or individuals solely or substantially managed or operated by any person that is a member of the Program selection panel, including any person that is an immediate family member or lives in the same household as a member of the Program selection panel.
2. **Program Term.** The Program will start and end on the dates published on the Website (the “**Program Term**”). Applications will be accepted on a rolling basis until the end of the Program.
3. **Application and Proposal.**
 - 3.1. Applications must be submitted as instructed on the Website.
 - 3.2. Applications must include: (a) a defined problem statement and key objectives for digitization; and (b) all information and materials as requested on the Website (“**Proposal**”).
 - 3.3. We may request additional documentation to assess your application, and we reserve the right to screen each applicant, including against any applicable government sanctions list, in order to verify eligibility.
 - 3.4. The parties acknowledge that these terms and conditions and this Program are not intended to alter or undermine your editorial independence, and Google’s participation in this Program is solely to provide funding for Support Services to help news publishers towards digital transformation of their businesses and to facilitate the development of tools and other technologies in support of the publishing industry.
4. **Selection Criteria.**
 - 4.1. The Program is intended to support small and medium-sized news organizations that produce original news for local, regional, or niche communities.
 - 4.2. We will evaluate all Proposals from eligible applicants. You may only submit one application.
 - 4.3. Selected Applicants will demonstrate:
 - (a) that their Proposal aligns with the Program goals and objectives as described on the Website;
 - (b) that they have an existing monetization strategy deployed on their website;
 - (c) a willingness to implement solutions to optimize and transform their news

websites;

- (d) a willingness to collaborate with Google and its service providers in order to receive Support Services and for the purpose of Google's creation of case studies related to your participation in the Program; and
- (e) a self-defined commitment to diversity, equity and inclusion whether that is within their audience, organization or content.

4.4. Because our financial support for the Program is limited, we cannot confirm that your application will be successful.

5. Selection Process.

- 5.1. Applications and Proposals will be reviewed by us for evaluation. Selection of the successful Proposals will be at our absolute discretion and we reserve the right to refuse any Proposal.
- 5.2. We will contact applicants on a rolling basis by email during the Program Term to inform of our decision.
- 5.3. We may withdraw our offer of support if: (a) we do not receive a response within 30 days of us making an offer of support; (b) you are a Selected Applicant and you do not enter into a Participation Agreement with us; or (c) you are in breach of these terms and conditions.
- 5.4. The approximate timeframes for applicant selection will be published on the Website and are subject to change from time to time.

6. Participation.

- 6.1. Participation. Selected Applicants must comply with these terms and conditions to receive Support Services. All Selected Applicants will be required to: (a) share information, materials, and other documentation requested by Google; (b) collaborate with Google and its service providers for the purpose of providing support and tracking your progress in the Program; and (c) enter into a Participation Agreement with Google that will contain details about your obligations for receiving Support Services. If Google provides any products or services to you or any third party under these terms and conditions, the terms of use and Google policies generally applicable to those products or services will apply, and these terms and conditions will not modify those terms of use or Google policies.
- 6.2. Service Providers. During the Program, Service Providers will be solely responsible for providing the Support Services described on the website. You may enter into separate agreements with the Service Providers at your discretion.
- 6.3. Compliance with Laws. We will only provide support where permitted under applicable laws. You are responsible for complying (and you will ensure the compliance of all your personnel) with all applicable laws related to your participation in the Program, including: (i) export laws and trade sanctions regulations; (ii) competition laws; (iii) intellectual property laws; (iv) tax laws; and (v) local laws in the country in which you or any of your personnel reside in, are registered in, are incorporated in, or operate in, as applicable.
 - (a) Compliance with Anti-Bribery Laws. In performing its obligations under this Agreement, you and your personnel will comply with all applicable commercial and public anti-bribery laws ("**Anti-Bribery Laws**"), including the U.S. Foreign Corrupt Practices Act of 1977 and the UK Bribery Act of 2010, which prohibit

corrupt offers of anything of value, either directly or indirectly to anyone, including government officials, to obtain or keep business or to secure any other improper commercial advantage. You will not make any facilitation payments, which are payments to induce officials to perform routine functions they are otherwise obligated to perform. "**Government officials**" include any government employee; candidate for public office; and employee of government-owned or government-controlled companies, public international organizations, and political parties.

- (b) Anti-Bribery Due Diligence. You will make commercially reasonable and good faith efforts to comply with Google's anti-bribery due diligence process, including providing requested information.

7. Intellectual Property Rights.

- 7.1. Except as expressly stated in these terms and conditions, as between you and us, you retain ownership of your intellectual property rights in and to your application, Proposal, and any other information or materials provided to us by you, or on your behalf, as part of the application. Nothing in these terms and conditions or the Participation Agreement grants you, your affiliates, or personnel any rights to, or interest in, any intellectual property rights of Google or its affiliates.
- 7.2. You agree that your application, Proposal, and any other materials provided to us by you, or on your behalf, may be used by Google, Google's affiliates, and service providers for the purpose of performing our rights and obligations under these terms and conditions including: (i) assessing your application; (ii) assessing your ongoing compliance with these terms and conditions; (iii) if your application is successful, providing support to you; (iv) preparing and sharing studies; and (v) publicizing your participation in the Program in accordance with Section 8 (Confidentiality and Publicity). We will not use your application or Proposal in any other way without your express permission.

8. Confidentiality and Publicity.

- 8.1. The recipient will not disclose the other party's Confidential Information, except to employees, affiliates, agents, professional advisors, or third-party contractors and agencies ("**Delegates**") who need to know it and who have a legal obligation to keep it confidential. The recipient will use the other party's Confidential Information only to exercise rights and fulfill obligations under these terms and conditions while using reasonable care to protect the Confidential Information. The recipient will ensure that its Delegates are also subject to the same non-disclosure and use obligations. The recipient may disclose Confidential Information when required by law after giving reasonable notice to the other party, if permitted by law.
- 8.2. You will not share Business Sensitive Information with us in your application or in the course of your participation in the Program.
- 8.3. We intend to be transparent and to publicize our activities in relation to the Program, including by publicizing which applicants we offer support to. We may also use information you submit in your application to prepare and share studies, and you agree that we may contact you with follow-up questions in connection with these studies. You agree it is a material condition of your application that we retain all the rights to publicize, including at events, in speeches, in our annual report, through social media, and in any medium online or offline: (i) aggregated data showing how support from the Program was allocated, including by publisher type, industry sector, and location; and (ii) the names

and locations of applicants, and a description of the selected Proposals. You grant to us and our affiliates a non-exclusive, worldwide, perpetual (or for the maximum term permitted under applicable law), irrevocable, transferable, sub-licensable, fully paid-up and royalty-free license to use your trade names, trade marks, logos and other distinctive brand elements for this purpose. We will aim to inform you in advance of any such publication.

9. Data Privacy. To the extent required by data protection laws applicable to the parties' processing of personal data under these terms and conditions, the parties agree to the [Google Controller-Controller Data Protection Terms](#).

10. Right to Cancel, Modify or Disqualify.

10.1. In our discretion, we may cancel, terminate, modify or suspend the Program or cancel or amend the terms of the application process including in the event of circumstances beyond our reasonable control or in light of applicable laws.

10.2. In our discretion, we may disqualify or refuse applications from any applicant who provides false, misleading, or otherwise dishonest information to Google.

10.3. Any clause that under their terms or by implication ought to survive, will survive any expiration or termination of these terms and conditions. Where applicable, you and Google agree that for the effectiveness of the termination clauses under these terms and conditions, to waive any provisions, procedures and operation of any applicable law to the extent that a court order is required for termination of these terms and conditions.

11. Indemnification. You will defend and indemnify Google and its affiliates, directors, officers, and employees, against all liabilities, damages, losses, costs, fees (including legal fees), and expenses relating to any allegation or third-party legal proceeding to the extent claiming that your application, Proposal, or use or reproduction of your brand elements (including in any publicity described in Section 7 (Intellectual Property Rights) infringes or misappropriates any third party rights, including intellectual property rights.

12. Representations and Warranties.

12.1. By You. You represent and warrant that:

- (a) the information you provide to us in your application is true and correct and you are duly authorized to share the same with us for the purposes of the Program;
- (b) you have and will maintain any necessary agreements, approvals, releases, licenses and rights (including moral rights where appropriate), from any personnel for the purposes of: (i) participating in the Program; and (ii) sharing any information and materials with us in connection with your participation in the Program;
- (c) you have not entered into any other agreement or obligation which would prevent you from participating in the Program or fulfilling your obligations under these terms and conditions;
- (d) you have and will retain all necessary rights to grant the limited brand elements license under these terms and conditions; and
- (e) the use by Google or its affiliates of anything delivered or licensed to Google by you under these terms and conditions will not infringe or violate any third party's rights (including intellectual property rights).

12.2. Disclaimers. To the maximum extent permitted by applicable law:

- (a) the parties' only representations and warranties under these terms and conditions are expressly stated in this section;
- (b) the Support Services and other items under these terms and conditions is provided "as is" and without any representations or warranties of any kind; and
- (c) Google and the Service Providers disclaim all other representations and warranties (express or implied), including any warranties of merchantability, satisfactory quality, non-infringement, and fitness for purpose.

13. **Liability.**

13.1. Liability. "Liability" means any liability, whether under contract, tort, or otherwise (including for negligence), and whether or not foreseeable or contemplated by the parties.

13.2. Limited Liabilities. To the extent permitted by applicable law and subject to Section 13.3 (Unlimited Liabilities):

- (a) **neither party will have any liability arising out of or relating to these terms and conditions for any:**
 - (i) **lost profits, revenues, goodwill, or savings; or**
 - (ii) **indirect, consequential, special, incidental, or punitive damages;**
- (b) **Google will not be liable to you or any third party for any reliance that you or any third party place upon, or actions that you or any third party take as a result of: (i) your submission of an application; (ii) your participation in the Program; or (iii) your use of any Support Services; and**
- (c) **each party's total liability arising out of or relating to these terms and conditions is limited to USD \$1,000.**

13.3. Unlimited Liabilities. Nothing in these terms and conditions excludes or limits either party's liability, whether or not foreseeable or contemplated by the parties for

- (a) **death or physical injury;**
- (b) **fraud or fraudulent misrepresentation;**
- (c) **infringement of the other party's intellectual property rights;**
- (d) **matters for which liability cannot be excluded or limited under applicable law.**

14. **General Provisions.** These terms and conditions do not create any agency, partnership or joint venture between the parties. Google may delegate any of its rights or obligations under these terms and conditions to: (1) a Google affiliate; or (2) its service providers (solely for the provision of Support Services to Selected Applicants). Except by Google to its affiliates, neither party may assign any part of these terms and conditions without the written consent of the other (email is acceptable). Any other attempt to assign is void. All legal notices must be in writing and addressed to the other party's primary contact, which for Google is legal-notices@google.com. Any amendment must be in writing and signed by both parties. Neither party will be liable for

failure or delay in performance to the extent caused by circumstances beyond its reasonable control. These terms and conditions, together with any Participation Agreement, states all terms agreed between the parties and cancels and replaces all other agreements between the parties relating to its subject matter, including the Website. If these terms and conditions are translated into any other language, and there is a discrepancy between the English text and the translated text, the English text will govern.

15. Disputes/Governing Law.

- (a) ALL CLAIMS ARISING OUT OR RELATING TO THESE TERMS AND CONDITIONS OR ANY RELATED GOOGLE PRODUCTS OR SERVICES (INCLUDING ANY DISPUTE REGARDING THE INTERPRETATION OR PERFORMANCE OF THE AGREEMENT) ("**Dispute**") WILL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA, USA, EXCLUDING CALIFORNIA'S CONFLICTS OF LAWS RULES.
- (b) The parties will try in good faith to settle any Dispute within 30 days after the Dispute arises. If the Dispute is not resolved within 30 days, it must be resolved by arbitration by the American Arbitration Association's International Centre for Dispute Resolution in accordance with its Expedited Commercial Rules in force as of the date of these terms and conditions ("**Rules**").
- (c) The parties will mutually select one arbitrator. The arbitration will be conducted in English in Santa Clara County, California, USA.
- (d) Either party may apply to any competent court for injunctive relief necessary to protect its rights pending resolution of the arbitration. The arbitrator may order equitable or injunctive relief consistent with the remedies and limitations in these terms and conditions.
- (e) Subject to the confidentiality requirements in Subsection (g), either party may petition any competent court to issue any order necessary to protect that party's rights or property; this petition will not be considered a violation or waiver of this governing law and arbitration section and will not affect the arbitrator's powers, including the power to review the judicial decision. The parties stipulate that the courts of Santa Clara County, California, USA, are competent to grant any order under this Subsection (e).
- (f) The arbitral award will be final and binding on the parties and its execution may be presented in any competent court, including any court with jurisdiction over either party or any of its property.
- (g) Any arbitration proceeding conducted in accordance with this Section will be considered confidential information, including (i) the existence of, (ii) any information disclosed during, and (iii) any oral communications or documents related to the arbitration proceedings. The parties may also disclose the information described in this Subsection (g) to a competent court as may be necessary to file any order under Subsection (e) or execute any arbitral decision, but the parties must request that those judicial proceedings be conducted in camera (in private).
- (h) The parties will pay the arbitrator's fees, the arbitrator's appointed experts' fees and expenses, and the arbitration center's administrative expenses in accordance with the Rules. In its final decision, the arbitrator will determine the non-prevailing party's obligation to reimburse the amount paid in advance by the prevailing party for these fees.

- (i) Each party will bear its own lawyers' and experts' fees and expenses, regardless of the arbitrator's final decision regarding the Dispute.