

# **Meta Data Centre Community Action Grants Programme Terms**

**THESE PROGRAMME TERMS (“TERMS”) GOVERN YOUR PARTICIPATION IN META’S DATA CENTRE COMMUNITY ACTION GRANT PROGRAMME ON BEHALF OF YOUR ORGANISATION. BY SUBMITTING YOUR ORGANISATION’S APPLICATION FOR THE GRANT, YOU, ON BEHALF OF YOURSELF AND YOUR ORGANISATION (COLLECTIVELY, “YOU”), AGREE TO THESE TERMS.**

**IF ANY OF THESE TERMS ARE NOT COMPLIED WITH, PARTICIPATION MAY BE FORFEITED, INCLUDING RECEIPT OF ANY GRANT, AND ANY GRANT PAID MAY NEED TO BE REPAID TO CAF AMERICA (AS DEFINED BELOW), ALL IN THE ‘PROGRAMME ENTITIES’ (AS DEFINED BELOW) SOLE DISCRETION.**

## **WHAT IS THE META DATA CENTER COMMUNITY ACTION GRANT PROGRAMME?**

The Meta Data Center Community Action Grants Programme (“Grant Programme”) is supported by Meta Ireland (4 Grand Canal Square, Grand Canal Harbor, Dublin 2, Ireland) (“Meta”), via the Charities Aid Foundation America (“CAF America”), and via CyberGrants, LLC’s (“CyberGrants”) platform. Collectively, CAF America, CyberGrants, and Meta are referred to herein as the “Programme Entities”. Upon review and approval of its Board of Directors, CAF America will facilitate grant awards (“Grant(s)”) at the recommendation of Meta to approved organisations in particular geographic areas to help them address critical community needs by (1) Address critical community needs by putting the power of technology to use for community benefit, (2) Connect people online or off, or (3) Improve local science, technology, engineering and mathematics (STEM) education (“Grant Purpose”). Each of the Programme Entities will have access to the information submitted in your application. Meta will be the data controller responsible for information collected in relation to the Grant Programme, and CAF America and CyberGrants will process information on Meta’s behalf. Meta’s Data Policy can be found [here](#).

## **WHO CAN APPLY?**

Organisations that meet the following requirements are eligible to apply to the Grant Programme:

- Organisations with upcoming projects to be delivered within the designated area outlined in the announcement guidelines that do one or more of the following:
  - Address critical community needs by putting the power of technology to use for community benefit;
  - Connect people online or off; or
  - Improve local science, technology, engineering and mathematics (STEM) education.

- The applicant must be an organisation created for charitable purposes (subject to the exclusions below) and registered and/or recognized as one of the following in their local jurisdiction:
  - A registered charitable organisation as defined by the United States Internal Revenue Service, which includes registered 501(c)(3) organisations, public charities, public schools, government entities, US towns and municipalities, etc.
  - A registered not-for-profit organisation (voluntary organisation) in Denmark in accordance with the Tax Assessment Act § 8A or a public institution, including state-run schools, municipalities, etc.
  - A registered not-for-profit organisation in Ireland, as defined in Section 2 of the Charities Act 2009 (excluding organisations that operate exclusively for religious purposes), a Company Limited by Guarantee (as defined in Companies Act of 2014), or a government entity, which includes state-run schools, municipalities, etc.
  - A registered charity (allmännyttig ideell förening) in Sweden or a government entity, which includes state-run schools, municipalities, etc.
- Applicants who are government entities, as described above, should apply through their foundation or associated non-profit, if one exists. If one does not exist, government entities may apply directly. Our preference is to fund not-for-profit organisations.
- Must have valid local governmental registration as of the date of application and throughout the time of use of the Grant.
- Eligible organisations should have an organisational Facebook Page, personal profile pages do not qualify. To create a Facebook Page for your organisation before submitting an application, please visit [facebook.com/pages/create](https://facebook.com/pages/create).
- Must be delivering a project within one (1) of the following data centre communities:
  - Altoona, IA, USA
  - Dekalb, IL, USA
  - Eagle Mountain, UT, USA
  - Forest City, NC, USA
  - Fort Worth, TX, USA
  - Gallatin, TN, USA
  - Henrico County, VA, USA
  - Huntsville, AL, USA
  - Los Lunas, NM, USA
  - Mesa, AZ, USA
  - New Albany, OH, USA
  - Newton County, GA, USA
  - Prineville, OR, USA
  - Sarpy County , NE, USA
  - Odense, Denmark
  - Meath, Ireland
  - Luleå, Sweden
  - Älvsbyn, Sweden
  - Piteå, Sweden

- o Kalix, Sweden
- o Boden, Sweden
- Must NOT:
  - o Be programmes and/or projects operated exclusively for religious purposes or proselytising;
  - o Discriminate in employment based on any of the following: gender, marital status, family status, sexual orientation, religious belief or lack of belief, age, disability, or race including nationality (or membership of the Traveller community);
  - o Discriminate in the provision of goods and services, accommodation, or education based on any of the following: gender, marital status, family status, sexual orientation, religious belief or lack of belief, age, disability, or race including nationality (or membership of the Traveller community);
  - o Promote or support specific political ideologies, doctrines, candidates or issues;
  - o Be a for-profit organisation that allows individual benefit to members, shareholders or the like, by way of dividends, bonuses, etc.;
  - o Be a 501(c)(4) entity in the United States;
  - o Make proposals or conduct other activities for endowments, memorials, budget deficits, and/or similar activities;
  - o Be on a government web-based watch list of banned entities or employ, deal with, or otherwise be associated with any individuals on such lists, or aid or support any entities or individuals on such lists or whom it knows or believes to support terrorism;
  - o Submit proposals for cash grants or cash prizes to individuals;
  - o Submit proposals for additional grants to be made to a third-party organisation or entity (Fiscal sponsors may apply on behalf of a sponsored organisation if they are a registered charity in their country);
  - o Submit proposals for capital costs of capital improvements, unless the applying organisation is one of the following:
    - 501(c)(3) public charity (in US)
    - Public school in the US
    - Government entity or agency (including government-run schools in Ireland, Denmark and Sweden)
    - Town or municipality, or other government entity/agency;
  - o Foreign not-for-profit entities may not include capital costs in their application unless they fall under one of the organisation types listed above.

An organisation may submit only one (1) application for the Grant Cycle (as defined below), with the exception of schools, who may apply for multiple grants within their school system.

- We encourage schools and school districts to notify the Superintendent of desired grants and collaborate when possible to ensure the most competitive and feasible applications are submitted.

As a condition of participating, eligible organisations hereby agree:

- To read, complete, agree to, and sign additional documentation that, among other things, provides information for tax and legal compliance purposes and confirms the requirements and conditions of these Terms, if selected as a potential Grant recipient; and

- That the natural person filling out the Grant Programme application is an authorised representative of the organisation identified in the application.

## **WHAT IS THE APPLICATION PROCESS?**

**Eligible organisations in Sweden, Denmark, and Ireland must submit their complete application between 12:00:00 AM local time on September 11, 2023 and 11:59:59 PM local time on October 20, 2023. Eligible organisations in The United States must submit their complete application between 12:00:00 AM on September 11, 2023 and 11:59:59 PM local time on October 20, 2023** (the “Grant Cycle”). To apply, an authorised individual acting on behalf of an eligible organisation must visit the applicable Grant Programme website and follow the on-screen instructions to complete and submit the Grant Programme application including all required information about the organisation and its programmes, as well as personal information such as first and last name, telephone number and email address of the individual who is submitting the application on behalf of the organisation ("**Applicant Content**"). If You do not provide all required information, your application will not be considered.

## **HOW WILL GRANT RECIPIENTS BE DETERMINED?**

After the application window has closed, the ‘Programme Entities’ selection and compliance committees will review properly submitted applications and recommend Grant awards for qualifying eligible organisations. Upon approval by CAF America’s Board of Directors, all grant payments and reporting will be administered by CAF America at the recommendation of Meta.

## **APPLICATION REQUIREMENTS**

Applicant Content must meet the following requirements, as determined by the Programme Entities in their sole discretion:

- Applications must be truthful and accurate;
- Applications must not infringe, misappropriate, or violate any rights of any third party including, without limitation, rights of privacy or publicity; and
- Applicants may only include content about persons or entities from whom the organisation has all necessary permissions and rights, including, if applicable, permission from any referenced or depicted minor’s parent or legal guardian. You agree to provide the Programme Entities with written confirmation and/or documentation proving such permissions and rights upon request.

You are solely responsible for complying with all applicable federal, national, provincial, state, territorial, and local laws, rules, or regulations in connection with participating in the Grant Programme. Proof of application (such as, without limitation, a screenshot of your application) does not constitute proof of actual receipt of a submission for purposes of this Grant Programme. Applications will not be returned and, in fact, may be destroyed after the Grant Cycle is over. Keep a copy of each element of your application. Applications that are incomplete, illegible, corrupted, damaged, destroyed, altered, false, lost, late, misdirected,

garbled or otherwise not in compliance with these Terms will not be accepted and will be void.

### **WHO CAN RECEIVE A GRANT?**

All eligible applications will be evaluated based on whether, and the extent to which, the Applicant Content demonstrates:

1. A commitment to critical community needs by helping to address one or more of the following:
  - a. Address critical community needs by putting the power of technology to use for community benefit;
  - b. Connect people online or off; or
  - c. Improve local science, technology, engineering and mathematics (STEM) education.
2. Potential impact of the Grant on the population in the areas eligible for Grants, as described above.
3. A clear goal and plan for how the project's impact will be evaluated when completed.
4. Feasibility of the project: explanation of the organisation's capacity to deliver the Grant work.
5. Grant/project design: clear definition of activities with a clear link to the project goals.

Programme Entities will also consider geographical location and length of establishment. The Programme Entities will seek independent verification of eligible organisations' mission and activities, additional funding sources, as well as other pertinent factors. All Grant recommendations are contingent upon the applicant's successful verification and approval by CAF America's Board of Directors.

### **WHAT MUST THE GRANTS BE USED FOR?**

- o To address critical community needs by putting the power of technology to use for community benefit;
- o To connect people online or off; or
- o To improve local science, technology, engineering and mathematics (STEM) education.

The grant *must* be exclusively for charitable purposes and cannot result in any profits that will not be utilised for charitable purposes. The Grant must be used directly and solely for the Grant Purpose identified in the Grant application and otherwise in accordance with your signed Grant Agreement.

### **WHEN WILL RECIPIENTS BE NOTIFIED?**

Upon approval and verification, CAF America, on behalf of Meta, will aim to notify the potential Grant recipients via the email provided in the Grant application (or telephone if necessary) by March 2023. Approved Grant funds will be transferred by the end of April 2023.

## **WHAT ARE THE RESTRICTIONS ON THE USE OF THE GRANT?**

As a condition of participating, eligible organisations hereby agree as follows if selected as a potential recipient:

- All grants will be administered by CAF America and are subject to the terms of the Grant Agreement and will only be issued with approval by CAF America's CEO and Board of Directors. Grant funds must be used in compliance with the Grant Agreement. All grants awards will be accompanied by a counter signed agreement with CAF America.
- The funds allocated should be used within one year of the award payment date.
- The project must have demonstrable metrics that can be publicly reported. Grant recipients must provide an annual report on how the funds are being used and their impact in the community.
- To the fullest extent allowable under applicable law, all applicable taxes (including, without limitation, national, federal, state, provincial, territorial, prefectural, and/or local taxes), as well as any expenses arising from acceptance or use of the Grant and not specified in these Terms as being provided as part of the Grant are the sole responsibility of the recipient.
- To complete certain reports detailing how Grant funds were spent annually and return to CAF America as instructed. Reporting requests and templates will be emailed to grant recipients prior to the reporting due date.
- That Programme Entities may use third party sources to screen, verify, and otherwise check the credentials, banking information, compliance, individuals in positions of control and organisation associates, and other information relating to the organisation if it is selected as a potential Grant recipient and also once it is a confirmed Grant recipient, and organisation agrees to sign related documentation as requested and within the timeframe requested by the Programme Entities.
- Each organisation that receives a Grant agrees to sign documentation without alteration allowing Meta to use its name and certain other information, including potentially identifying its representatives, for publicity and marketing purposes in any media whatsoever, if requested.
- To abide by requests for pre-Grant and post-Grant award site visits by CAF America and Meta and sign related documentation as requested and within the timeframe requested by Programme Entities.
- That receiving a Grant does not confer upon the organisation any special recognition, endorsement, or affiliation with any of the Programme Entities.
- To maintain records of receipts and expenditures in accordance with the Grant Agreement and make your books and records available to CAF America for inspection promptly upon request.

Grant funds must only be used directly for the Grant Purpose identified in the recipient's Grant Programme application, as approved by CAF America and governed by the Grant Agreement, and may NOT be used:

- Directly or indirectly, to influence legislation, to influence the outcome of any specific public election or to carry on any voter registration drive;

- To induce or encourage violations of law or public policy or to cause any improper private benefit to occur;
- To undertake any activity not described in the Grant Purpose section of the recipient's application; or
- To provide tuition, medical expenses, or other economic benefits to a donor, donor advisor or any member of a donor's or donor advisor's family.

If a recipient organisation is dissolved, or if the recipient organisation is otherwise unable to use the Grant solely and directly for the Grant Purpose and related activities, You agree to promptly return any unexpended Grant funds to CAF America.

**If any portion of the Grant is used for any purpose other than the Grant Purpose described in the application, or otherwise in violation of the Grant Agreement, You agree to promptly correct this error to the satisfaction of CAF America. If the misuse is not promptly corrected, CAF America may demand the return of the entire Grant and You agree to do so.**

**Any grant or any income earned therefrom that is not spent or committed for the Grant Purpose identified in the application must be returned to CAF America.**

### **GENERAL RULES**

CAF America reserves the right, in their sole discretion, to discontinue funding and take other steps they deem appropriate if they are not satisfied with the progress of the Grant or content of any written report or on-site visit.

Decisions, as made by the authorised Programme Entity, will be final in all matters relating to this Grant Programme, including interpretation of these Terms and acceptance or rejection of Grant applicants at any time.

Applicants agree to not damage or cause interruption of the Grant Programme and/or prevent others from participating in the Grant Programme. The Programme Entities reserve the right to restrict or void participation from any IP address, email address or domain, device, or other designator or identifiable source if any fraudulent or harmful participation is suspected, as determined by the Programme Entities in its sole discretion. The Programme Entities further reserve the right to disqualify any applicant who they believe has attempted to tamper with or impair the administration, security, fairness, or proper play of this Grant Programme. ANY ATTEMPT TO DAMAGE ANY ONLINE SERVICE OR WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE GRANT PROGRAMME MAY VIOLATE CRIMINAL AND CIVIL LAWS. IF SUCH AN ATTEMPT IS MADE, THE PROGRAMME ENTITIES MAY DISQUALIFY ANY PARTICIPANT OR APPLICANT MAKING SUCH ATTEMPT AND MAY SEEK DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW.

If the Programme Entities determine at any time in their sole discretion that a Grant recipient is disqualified, ineligible, or in violation of these Terms, CAF America reserve the right in their sole discretion to select an alternate Grant recipient, even if the disqualified

potential recipient's name may have been shown or announced. If the Grant Programme is not capable of running as planned for any reason, the Programme Entities reserve the right, in their sole discretion, to cancel, modify or suspend the Grant Programme.

In the event there is an alleged or actual ambiguity, discrepancy, or inconsistency between disclosures or other statements contained in any Grant Programme-related materials and these Terms (including any alleged discrepancy or inconsistency within these Terms), it will be resolved by Programme Entities in their sole discretion. Applicants waive any right to claim ambiguity in the Grant Programme or these Terms. Programme Entities' failure to, or decision not to, enforce any provision in these Terms will not constitute a waiver of that or any other provision. The invalidity or unenforceability of any provision of these Terms will 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, these Terms will otherwise remain in effect and will be construed in accordance with their Terms as if the invalid or illegal provision were not contained in these Terms.

### **LIMITATION OF LIABILITY**

**EACH PARTICIPATING ORGANISATION AND EACH OF ITS AGENTS AND REPRESENTATIVES, AGREES TO RELEASE AND HOLD HARMLESS THE PROGRAMME ENTITIES, and their parent and subsidiary companies, affiliates, divisions, franchisees, representatives, consultants, sub-contractors, suppliers, distributors, legal counsel, advertising, public relations, promotional, fulfilment and marketing agencies (collectively, the "Released Parties") FOR ANY LIABILITY WHATSOEVER ASSOCIATED WITH PARTICIPATION IN THIS GRANT PROGRAMME, INCLUDING, WITHOUT LIMITATION, FOR INJURIES OR DAMAGES OF ANY KIND SUSTAINED IN CONNECTION WITH THE USE, ACCEPTANCE, POSSESSION, MISUSE OR AWARDED OF ANY GRANT, OR WHILE PREPARING FOR, PARTICIPATING IN AND/OR TRAVELLING TO OR FROM ANY GRANT- OR GRANT PROGRAMME-RELATED ACTIVITY. EACH GRANT RECIPIENT AGREES THAT THE GRANT IS PROVIDED AS-IS WITHOUT ANY WARRANTY, REPRESENTATION OR GUARANTEE, EXPRESS OR IMPLIED, IN FACT OR IN LAW, WHETHER NOW KNOWN OR HEREINAFTER ENACTED, RELATIVE TO ITS USE OR ENJOYMENT.**

BY PARTICIPATING IN THIS GRANT PROGRAMME, YOU UNDERSTAND THAT YOU MAY BE WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE AT THIS TIME UNKNOWN OR UNSUSPECTED, AND IN ACCORDANCE WITH SUCH WAIVER, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND, AND HEREBY EXPRESSLY WAIVE, THE BENEFITS OF SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA, U.S.A., AND ANY SIMILAR LAW IN ANY JURISDICTION, WHICH PROVIDES AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOUR 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 OR RELEASED PARTY."

### **Force Majeure**

Without limiting any other provision in the Terms, the Programme Entities are not responsible or liable to any Applicant (or any person claiming through such Applicant) for delay or failure to perform its obligations hereunder in the event that any of the Programme Entities' operations or activities are affected by any cause or event beyond the sole and reasonable control of the applicable Programme Entities (as determined by such party in its sole discretion), including, without limitation, by reason of any acts of God, equipment failure, threatened or actual terrorist acts, air raid, act of public enemy, war (declared or undeclared), civil disturbance, insurrection, riot, epidemic, pandemic, fire, explosion, earthquake, flood, hurricane, unusually severe weather, blackout, embargo, labour dispute or strike (whether legal or illegal), labour or material shortage, transportation interruption of any kind, work slowdown, any law, rule, regulation, action, order, or request adopted, taken, or made by any governmental or quasi-governmental entity (whether or not such governmental act proves to be invalid), or any other cause, whether or not specifically mentioned above.

## **DISCLAIMERS**

Employees, officers, directors, members, managers, agents, and representatives of the Released Parties are not responsible and/or liable for any of the following, whether caused by a Released Party, the applicant, or by human error (except to the extent that any of the following occur for reasons within the Programme Entities' reasonable control, if applicable law in your jurisdiction of residence dictates that liability to the injured party in such a case cannot be excluded by law): any lost, late, postage-due, incomplete, illegible, incomprehensible, mutilated, or misdirected email, mail, or Grant Programme-related correspondence or materials; any error, omission, interruption, defect, or delay in transmission or communication; viruses or technical or mechanical malfunctions; interrupted or unavailable telephonic, cellular, cable, or satellite systems; errors, typos or misprints in these Terms, in any Grant Programme-related advertisements or other materials; failures of electronic equipment, computer hardware or software; lost or unavailable network connections or any failed, incorrect, incomplete, inaccurate, garbled or delayed electronic communications; technical or human error which may occur in the administration of the Grant Programme or the processing of applications; or any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from applicant's participation in the Grant Programme. Without limiting any other provision of these Terms, no Released Party is responsible or liable for any injury or damage to the persons or property of applicant or any third party based on use by such party of the Applicant Content made available as part of this Grant Programme. Released Parties are not responsible for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or for insufficient space in a person's email account or voicemail inbox to receive email or voice messages. Released Parties are not responsible, and may disqualify an applicant, if any contact information provided by the applicant does not work or is changed without giving prior written notice to both Programme Entities. Without limiting any other provision in these Terms, the Released Parties are not responsible or liable to any applicant (or any person claiming through such applicant) for any inability to proceed with the Grant Programme at any stage or failure to provide a Grant or any part thereof, in the event that any of the Grant Programme activities

or any of the Programme Entities' operations or activities are affected, as determined by the Programme Entities, by any cause or event beyond the sole and reasonable control of the applicable Released Party (as determined by the Released Parties in their sole discretion).

### **DISPUTES/GOVERNING LAW**

Except where prohibited by law, any and all disputes, claims, and causes of action between an applicant or Grant recipient and any Released Party arising out of or connected with these Terms must be resolved individually, without resort to any form of class action or legal action on behalf of any group. Further, in any such dispute, under no circumstances will an applicant be permitted or entitled to obtain awards for, and hereby waives all rights to claim punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than the applicant's actual out-of-pocket expenses (if any), not to exceed ten Euros (€10) or local equivalent and each applicant further waives all rights to have damages multiplied or increased.

Any dispute arising under these Terms or related to these Terms (whether for breach of contract, tortious conduct, or otherwise) will be governed by the internal laws of the State of California, U.S.A., or if that is not possible the laws of Ireland, without giving effect to its conflicts of law or choice of law principles or rules that would cause the application of the laws of any other jurisdiction. Any legal actions, suits or proceedings related to these Terms (whether for breach of contract, tortious conduct, or otherwise) will be brought exclusively in the state or federal courts located in, or having jurisdiction over, San Mateo County, California, U.S.A., or if that is not possible in or having jurisdiction over Dublin, Ireland and each applicant accepts and submits to the personal jurisdiction of those courts with respect to any legal actions, suits or proceedings arising out of or related to this Grant Programme.

Any disputes arising from the Grant are also subject to the Grant Agreement. In the event that any condition of the Grant Agreement conflicts with these Terms, the conditions of the Grant Agreement will supersede these Terms.

Any questions regarding the Grant Programme please contact [ryan@cafamerica.org](mailto:ryan@cafamerica.org).