

# **Big Bets Climate Fellowship Terms & Conditions**

## **01/17/2024**

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# Big Bets Climate Fellowship Official Rules, Terms, and Conditions

## **NO FEE, DONATION, OR PURCHASE IS REQUIRED TO ENTER OR TO BE SELECTED FOR THE BIG BETS CLIMATE FELLOWSHIP**

The following rules, terms, and conditions (“Fellowship Terms and Conditions”) govern participation in the Big Bets Climate Fellowship (the “Fellowship”).

By checking the acceptance box and submitting an application or otherwise participating in the Fellowship you expressly, fully and unconditionally agree to be bound by, and to at all times be in full compliance with, the Fellowship Terms and Conditions. Further, you indicate that you understand and intend the Fellowship Terms and Conditions to be the legal equivalent of a signed, written contract between you and the Fellowship Entities (as defined below) and equally binding, and you accept the Fellowship Terms and Conditions without limitation or qualification,. If you do not agree and accept the Fellowship Terms and Conditions, you are not eligible for the Fellowship and you should proceed no further with the application process and exit the website immediately.

### **The Fellowship is void where prohibited by law.**

Please direct any questions or communications about the Fellowship Terms and Conditions or the Fellowship to [BigBetsClimateFellowship@rockfound.org](mailto:BigBetsClimateFellowship@rockfound.org). During the duration of the Fellowship, there may be clarifications issued applicable to the Fellowship Terms and Conditions, which will be updated on this website and communicated to Applicants via the email they have provided.

## **1. DESCRIPTION OF FELLOWSHIP**

The Rockefeller Foundation, with a domicile at 420 Fifth Avenue, New York, NY (“the Foundation” or “Funder”), the funder of the Fellowship, is a charitable foundation headquartered in New York. IDEO LP, with a domicile at 2525 16th St, San Francisco, CA

94103 United States, is a design consultancy firm, engaged by Funder to support the administration and implementation of this Fellowship (“IDEO”). The Rockefeller Foundation and IDEO shall collectively be referred to in these Fellowship Terms and Conditions as the “Fellowship Entities.”

The Fellowship Entities are launching and sponsoring the Big Bets Climate Fellowship. The goal of the Fellowship is to equip leaders with the mindset and skills needed to advance their identified climate solutions with breakthrough potential to help vulnerable communities and preserve the environment.

The Fellowship will bring together a diverse and interdisciplinary cohort of emerging climate leaders working to transform systems for a sustainable future. For its first year in 2024, the program will be focused on solutions to reverse the climate crisis in Latin America, including Mexico, Central America, South America, and the Caribbean. This geographic focus may change in subsequent years of the Fellowship.

The Fellowship is targeted to emerging leaders who would benefit from leveraging the Big Bets [Toolkit](#) to advance their project and spur new strategic thinking, and who are eager to develop their leadership alongside a cohort of other ambitious climate leaders. Through a combination of inspirational programming, network building, and personal development, the Fellowship is a six-month program designed to set leaders and their climate solutions on a trajectory for bold impact now and into the future.

The Fellowship program is anchored on a week-long convening at The Rockefeller Foundation’s [Bellagio Center](#) in Lake Como, Italy. Additional programming over the six months will include virtual and in-person gatherings, cohort and network building, integrative curriculum, and focused strategic guidance from experts and peers to advance the fellows’ climate solutions.

The Fellowship is open to individuals representing visionary projects that agree to be, and can be legally bound by these Fellowship Terms and Conditions (hereinafter “Applicant(s)” or “you/your”). Please see Section 4 for detailed Eligibility criteria.

## 2. APPLICATION PROCESS

The Rockefeller Foundation will source Applicants through two distinct pipelines:

- **RF-network:** The Rockefeller Foundation has identified and set up a network of senior experts working in or with the Latin America region to act as nominators for this Program. Nominators are responsible for submitting a Nominator Form (defined below) on behalf of potential Applicants by January 16, 2024. Upon nomination, all potential Applicants will receive a Pre-Application Form (defined below) for initial evaluation. Potential Applicants who are interested in applying for the Fellowship have to complete the Pre-Application Form by February 1, 2024.
- **Big Bets Community:** All Members of the [Big Bets Community](#) who sign up by January 29, 2024 will receive a Pre-Application Form. Members of the Big Bets Community who are interested in applying for the Fellowship must complete the Pre-Application Form. Upon successful completion, they will be invited to obtain a nominator reference from a climate expert, who is a recognized leader in their field with at least 15 years of work experience, using the Nominator Form by February 1, 2024.

The “Pre-Application Form” is a short survey to assess eligibility for the Fellowship, including the Applicant’s age, availability to participate in in-person gatherings, years of experience, their project’s charitable purpose, stage, and whether the impact falls geographically within the Fellowship Entities’ intended area of focus.

The “Nominator Form” is a short form where senior experts are asked to provide a rationale as to why a given Applicant should be considered for the Fellowship.

All Applicants who successfully pass the Pre-Application Form and have a completed Nomination Form by February 1, 2024 will be invited to apply. Application will be done in two parts. The first part of the application will cover the Applicant’s professional experience and their background, as well as details on their climate solution, including the solution’s name, countries it is targeted at, current stage of development, focus area, and intended short- and medium-term impact (“Application – Part 1”). Application – Part 1 will also give the Applicants an opportunity to present their motivations for applying and examples of their ongoing commitment to climate breakthroughs in the Latin America region.

Answers to Application – Part 1 and the Nomination Form will be evaluated against the Fellowship eligibility criteria by the Foundation, with support from IDEO.

The Fellowship Entities will select finalist candidates (expected to be the top 35 candidates) who will be invited to the second part of the Application Process. This will require in-depth information about the proposed project including the charitable purposes it will further, the candidate's envisioned role as a cohort member, and a description of how the Fellowship will contribute to advancing their project goals (“Application – Part 2”).

Specifically, the Application – Part 2 will cover the following questions:

- What is the problem you seek to address? What unique impact does your climate solution aim to have on that problem?
- How does your climate solution compare and/or interact with other existing efforts to address the problem? Explain how your climate solution fits into, builds upon, improves, and/or departs from existing approaches and solutions. Note the extent to which your approach will enable fresh insights or significant progress on this issue.
- What signs currently exist of engagement with the “demand side” of your climate solution that indicate that this path is plausible, specifically potential users or beneficiaries (e.g., communities who will benefit from the outcome, adopters of the project's goals)?
- Looking ahead to 2030, how do you anticipate your climate solution will evolve? What challenges are you facing now and/or anticipate facing over the next year and what resources (capital, partnerships, talent, capacity gaps, financial sustainability, external barriers, or other) do you need to achieve that goal? What is your current plan and demonstrated traction for securing those resources?
- The Big Bets Climate Fellowship is aimed at emerging leaders and their projects, who strike the right balance of having an idea with some traction, while also benefiting from applying the Big Bets framework to their projects. What is your goal for the next year, and how do you hope this Fellowship will advance you towards your goal? Looking at the [Big Bets framework](#), which element do you think will most benefit accelerating the impact of your project and why?
- Tell us more about you. Please provide a brief professional biography that includes your primary area(s) of expertise, major accomplishments to date, and examples of how you have previously driven change and how you are well-positioned to influence change related to your climate solution.

- The Big Bets Climate Fellowship has a strong emphasis on building a cohort of Projects, and leaders, addressing climate issues in Latin America. What value do you hope to get from the broader community? What do you hope to contribute to that group?

During the Application process, the Foundation may ask Applicants to answer clarifying questions about their projects or eligibility. The answers to these questions might also be included as part of the Application – Part 2.

Answers to the Application – Part 2 will be evaluated against the Fellowship eligibility criteria by the Judges (as defined below).

Finalists will also undergo a final evaluation conducted by the Foundation, which may include interviews or an additional virtual assessment to verify candidacy, assess compatibility with the Fellowship's objectives, and determine the Applicants' suitability for the program.

Final selection will be made by the Foundation. Successful fellows will be notified via the email they have provided by mid-May 2024. The Foundation expects to select 17 fellows for participation.

Timing: The application process to obtain the Fellowship will be held from January 16, 2024 to May 31, 2024.

All Application Materials (as defined below) must be submitted online through the Submittable platform in accordance with the [Fellowship Timeline](#). (terms and conditions for the submission platform can be found here

[https://www.submittable.com/pdfs/submittable\\_customer\\_terms.pdf](https://www.submittable.com/pdfs/submittable_customer_terms.pdf)). Applications include the Pre-Application Form, Nomination Form, Application – Part 1, Application – Part 2 and all other communications, materials, and activities relating to or arising from the Fellowship Application (“Application Materials”). No one will be entitled to compensation of any type for participation or preparation of any Application Materials, nor will the Applicant or the authorized representative of the Applicant be considered an employee, agent, representative, independent contractor, or consultant of any of the Fellowship Entities.

Applicants will be able to submit their Application Materials in Portuguese, Spanish, or English. All Application Materials that are submitted in Portuguese and Spanish will be translated to English after submission for review and selection. The Fellowship Program’s written

communications will be provided in English. It is important to highlight that a significant value of this Fellowship is in the connections with the broader Bellagio Network, which primarily operates in English. As such, the best fit for this program will be Applicants who have a conversational English ability, consistent with a B1 level or higher in the Common European Framework of Reference (“CEFR”), and Applicants who do not meet this level will not be accepted.

All application fields that are marked as “\*required” in the application materials need to be fully completed for eligibility. If these requirements are not met, the Application Materials will not be reviewed.

### **3. SELECTION**

Selection, through the process outlined above, will focus on evaluating the solution as a potential Big Bet, its potential impact on the climate crisis, and its charitability. It will also assess the leadership potential of the individual applicant as a driver of the solution and their fit with the cohort and overall program. Specifically, Applicants will be evaluated against the following criteria:

#### **1. BASIC ELIGIBILITY**

- Nominated by a senior expert (through the nomination processes detailed in Section 2, above)
- 18 years of age or older
- Conversant in English, consistent with a B1 level or higher in the Common European Framework of Reference (“CEFR”). According to the official CEFR guidelines, someone at the B1 level in English can 1) understand the main points of clear standard input on familiar matters regularly encountered in work, school, leisure, etc; 2) deal with most situations likely to arise while traveling; 3) produce simple connected text on topics which are familiar or of personal interest; and 4) describe experiences and events, dreams, hopes, and ambitions and briefly give reasons and explanations for opinions and plans.

#### **2. PROJECT CRITERIA**

- Charitable Purpose: Project must have a charitable purpose, such as improving the lives of underserved and vulnerable communities impacted by the climate crisis, preservation of the natural environment, or educating communities about ways to enhance resilience and otherwise mitigate the effects of climate change. Projects that have a primary purpose to provide a for-profit company with a service or benefit (e.g., preparation of a plan or production of a product that will aid the bottom line of the for-profit entity) are not eligible.
- LATAM Relevance: Project must impact one or more countries in Latin America, including Mexico, Central America, South America, and the Caribbean.
- Climate Focus: Project must directly address one or more negative externalities associated with the climate crisis.
  - Power: Project has the potential to accelerate the transition to renewable energy that can reduce carbon emission and empower people who live in energy poverty OR
  - Health: Project has the potential to better prevent, predict, detect, and respond to diseases outbreaks caused or worsened by climate change OR
  - Finance: Project has the potential to unlock finance for communities battered by climate change and critical ecosystems OR
  - Food: Project has the potential to produce food that is good for the people and the planet OR
  - Other: Other projects include those that have the potential to sequester or prevent release of significant amounts of carbon, methane, or other greenhouse gasses; to protect or increase biodiversity; to create the enabling conditions for the impact described in any of the priority areas above; and/or other projects focused on reversing the climate crisis.
- Clarity: Project must be clear and well-defined in terms of its goals, plans, and resource requirements.
- Viability: Project is technically realizable and has a plan and attainable path forward, including resources needed, for broad implementation and adoption within 5-7 years, with an eye toward adaptability as the climate landscape continues to evolve.

### 3. CANDIDATE CRITERIA

- LATAM Experience: Candidate has 5-15 years of experience relevant to their project in one or more countries in Latin America, including Mexico, Central America, South America, and the Caribbean.
- Influence: Candidate is a recognized leader with evidence of contributions to their field and is well-placed to influence relevant levers of change.

#### 4. PROGRAM FIT

- Project reimagines an existing system and/or represents a novel solution inspired by a technological advance or other method for harnessing the know-how, assets, capacities, and energies of others. Project engages multiple stakeholders and builds alliances within a community or ecosystem.
- Project is well-positioned to be improved and/or accelerated by the Fellowship.
- Candidate has demonstrated experience leading a project and bringing different stakeholders together to achieve a goal.

While projects can evolve after selection over the course of the program, Fellows are required to submit any material changes to the Fellowship Entities for approval. If a Fellow is no longer pursuing their project or participating in the Fellowship in a meaningful way, either the Funder or the Fellow may make a determination that the Fellow must withdraw from the Fellowship.

Applications will be evaluated by staff from the Fellowship Entities, along with select members of the Rockefeller Foundation Bellagio Alumni Network with relevant experience, and an independent expert review panel with knowledge of the climate-related challenges unique to the Latin America region (collectively referred to as “Judges”). The Rockefeller Foundation will select the Judges and the Fellowship Entities shall be responsible for: (i) allocating duties among the Judges; (ii) operationalizing of the Judges’ review, including supporting them around how to apply the selection criteria; and (iii) identifying candidates for the Fellowship. Decisions of the Judges and any of the Fellowship Entities shall be in their sole discretion and binding on each Applicant. The Applicants do not have the right to dispute any decision or ruling of any Judge or any of the Fellowship Entities, and agree not to do so.

No Applicant shall have the right to be informed of the evaluation results for any Application Materials, whether their own or that of a third-party Applicant, except that Applicants who advance and who are ultimately selected will be notified of those decisions in due course.

All Applicants are subject to eligibility verification as described above and compliance with these rules. Fellowship positions are non-transferable.

#### **4. CRITERIA FOR ELIGIBILITY**

Applicants must own or otherwise have and maintain all necessary rights, licenses, authorizations, and consents with respect to any and all intellectual property and other proprietary rights (including the rights of publicity and privacy) in connection with their respective projects.

Employees, officers, and directors of Fellowship Entities (including of their subsidiaries or affiliates), and Judges are ineligible for entry.

The Fellowship expressly excludes any individuals from U.S. embargo and sanctioned countries/regions, and any country, and entities or persons appearing on the list provided by the United States Treasury Department, Office of Foreign Asset Control (“OFAC”), whether currently listed or subsequently listed at any time during the Fellowship’s duration.

The Fellowship Entities reserve the right in their sole discretion to verify the eligibility of any Applicant and/or any Applicant’s compliance in full with these Fellowship Terms and Conditions. At all times, the decision of any of the Fellowship Entities as to eligibility shall be final and binding.

During the duration of the Fellowship, each Fellow is solely responsible for maintaining the accuracy of all contact information for the Fellow provided to or for the Fellowship.

Fellowship Entities will not be responsible for communications sent to out-of-date or inaccurate contact information.

Any levies, taxes and fees associated with submissions to and participation in the Fellowship are the sole responsibility of the Applicant. If the laws of any jurisdiction other than the United States govern the Applicant, the Applicant agrees that Applicant is solely responsible for any reporting obligations for, and for the payment of, any levies, taxes and fees to any governmental authorities or jurisdiction arising from or in connection with the Fellowship. Any such Applicant shall provide any supporting documentation requested to the Fellowship Entities confirming proof of legal status and taxation. Most reasonable costs for visas to attend the in-person programming for the Fellowship will be covered. The Fellowship does not cover medical care, insurance or taxes or

provide support for accompanying dependents. The Applicant should take out adequate insurance to cover their trip and stay in the United States or Europe.

Each Applicant bears sole responsibility for confirming that Applicant can participate fully in the Fellowship under the laws of the jurisdiction(s) under which the Applicant is organized and resides. Any entry received from an Applicant residing in a country where the Fellowship is not legal in all regards shall be ineligible to enter the Fellowship.

Further, before Applicants are selected as Fellows, Fellowship Entities may request the Applicant to execute, a Fellow's affidavit verifying identity, eligibility and acceptance of rules, a liability release and/or publicity release, and a grant of rights consistent with the provisions of these rules, and any other documents needed to satisfy these Fellowship Terms and Conditions (collectively, the "Documents"). The Documents must be completed and submitted by the deadline provided by the Fellowship Entities in the notification, or the Fellowship may be forfeited and an alternate winner chosen, time and circumstances permitted. Chosen Fellows will also be required to sign a Fellowship Agreement before the beginning of the program that covers rules of participation in the Fellowship. The Fellowship Entities reserve the right in all cases to withhold the Fellowship decisions until the potential winner's identity and eligibility are established.

## **5. PARTICIPATION IN THE FELLOWSHIP PROGRAM**

The Applicants who are selected will be invited to participate in the Program. Specific Program components include:

- Integrative Curriculum - equipping fellows with the leadership mindset and skill sets needed to advance their climate solution
- Impact Acceleration - focused time with peers, mentors, and experts to sharpen, magnify, and accelerate climate solutions through virtual and in-person convenings
- Cohort Community - a group of progressive innovators, thinkers, and builders for partnership, interdisciplinary collaboration, and cross-cultural exchange
- Network Access - exclusive membership in the Rockefeller Foundation network and access to post-fellowship programming, convenings, consultation, and facilitated connections with other charitable partners

- Global Platform - visible amplification for Fellows to share their voice and climate solution with a global audience

The program delivery will take place over the course of approximately six months, beginning in early June of 2024. The curriculum will be administered via a hybrid model of virtual and in-person methods. Fellows are expected to participate in all virtual and in-person convenings during the Program. Fellows specifically are required to participate in a week-long convening at The Bellagio Center in Lake Como, Italy in the Summer of 2024, a two-day convening in New York City around Climate Week, and a one-day Latin American regional convening. Exact dates will be provided in the [Fellowship Timeline](#). Most travel expenses for participation in the in-person convenings will be covered by the Foundation. The Foundation will also provide a USD \$5,000 stipend to fellows who successfully complete the program (subject to taxes and withholding, as may be applicable). The stipend may be paid in tranches. Selection into the Fellowship does not include monetary grant support for the implementation of the climate solutions.

The Rockefeller Foundation aims to include all Fellows in events to amplify their climate solutions but reserves the right to decide how and when to include Fellows and/or projects to amplify, in their sole discretion.

## **6. TREATMENT AND USE OF INTELLECTUAL PROPERTY & PRIVACY**

Fellowship Entities may collect personal data about an Applicant, including but not limited to the Applicant's first and last name and email address in accordance with the Privacy Policy applicable to the Fellowship website (available at <https://www.rockefellerfoundation.org/privacy-policy/>), applicable data protection laws and regulations, and as otherwise described in these Fellowship Terms and Conditions. If you submit materials that contain the personal information of any individuals other than yourself, you represent and warrant that you are authorized to do so and have all rights to enter this agreement on their behalf under applicable data privacy or data protection laws, including, without limitation, the Brazilian General Data Protection Law, Law 13.709/2018 ("LGPD"). Applicant agrees to defend, indemnify, and hold the Fellowship Entities, its officers, officials, employees, and volunteers harmless from any and all claims, injuries,

damages, losses or suits including attorney fees, arising out of or in connection with the collection and use of personal data.

**By checking the acceptance box and signing up for the Fellowship or sending Application Materials, you expressly consent and agree to the collection and use of the personal information in those materials (1) as stated in the Privacy Policy in connection with the Fellowship website, (2) in connection with the activities and charitable missions of the Fellowship Entities in promoting and administering the Fellowship, (3) and for any activities of Funder connected to their charitable missions. For the avoidance of doubt, the Funder may use your personal information to contact you about their charitable activities and organizational missions.**

The Fellowship Entities may disclose the Applicants' personal data to third parties: (i) when required by law or by a judicial resolution authorizing it; (ii) to cooperate with government authorities in judicial investigations; (iii) to enforce or protect the intellectual property or rights of the Fellowship Entities; (iv) to fulfill any obligations and/or commitments directly or indirectly related to this Fellowship. You expressly consent and agree that by making a submission to the Fellowship, your personal information may be transferred in or out of the European Union or Argentina and to and from The Rockefeller Foundation and/or IDEO LP for the aforementioned purposes and uses.

The provision of personal data by Applicants is voluntary, notwithstanding being a necessary requirement for signing up for the Fellowship. In case of not providing personal data, or providing false or inaccurate data, the Applicant understands that they will not be able to participate in the Fellowship and/or may be disqualified.

The Applicant has the right to access their personal data for free at intervals not less than six (6) months unless a legitimate interest is proven. The Applicant may also request the rectification, updating, and deletion of their personal data by sending an email to the following email address: [BigBetsClimateFellowship@rockfound.org](mailto:BigBetsClimateFellowship@rockfound.org).

For Argentine Applicants, the Agency of Access to Public Information, the supervisory body of Personal data Protection Law No. 25,326, has the authority to address complaints and claims related to compliance with Personal Data regulations.

The personal data of Applicants submitted to the Fellowship will be subject to applicable data privacy laws and regulations, as well as the individual Privacy Policies of each Fellowship Entity. Please read the privacy policies of each Fellowship Entity before submitting your personal information to the Fellowship (see privacy policies of [IDEO](#), [The Rockefeller Foundation](#)). The terms of the privacy policies of the Fellowship Entities may not be the same, and it is the Applicants' responsibility to read the terms of each privacy policy.

## **7. PUBLICITY AND LICENSE GRANT**

Except where prohibited by law, by submitting Application Materials, each Applicant expressly consents to and hereby grants to the Fellowship Entities (and their respective licensees) the right and license to use, in their sole discretion, the name, image, voice, persona, likeness or other personal identifying characteristics, biographical information, testimonials and other statements, and trademark, if any, of the Applicant, the country location, and/or the background of the Applicant for promotional, educational or charitable purposes in connection with the Fellowship and/or the charitable mission of Funder, in any form of media, now known or hereafter created, worldwide, without further permission, payment, or consideration. No Application Materials will be returned to Applicants. Except as expressly provided in the Fellowship Terms and Conditions, Applicant retains all rights to Applicant's Application Materials. Applicant hereby grants to the Fellowship Entities (and their respective licensees) a non-exclusive, worldwide, royalty-free, transferable, sublicensable, perpetual and irrevocable license to copy, display, perform, distribute, create derivative works and otherwise use or exploit Applicant's Application Materials for educational or charitable purposes in connection with the Fellowship and/or the charitable mission or work, including promotion of Funder.

## **8. INTELLECTUAL PROPERTY OF FELLOWSHIP ENTITIES**

Nothing in the Fellowship Terms and Conditions, the Fellowship website, in any Fellowship materials, or in any other statements made in connection with the Fellowship grants to you or any Applicant the right to use or license any intellectual property or other proprietary rights of the Fellowship Entities. You shall not use the name, trademarks, service marks, logos or any

copyrighted material of Funder without the express written consent of the Funder, which the Funder may withhold in its sole discretion.

## **9. REPRESENTATIONS & WARRANTIES**

By entering this Fellowship, you represent and warrant that your participation complies with the Fellowship Terms and Conditions and that you specifically have the necessary rights to (1) authorize the publication and dissemination of the Application Materials; and (2) allow the Fellowship Entities to use and authorize others to use the Application Materials.

By providing Application Materials, the Applicant represents and warrants that the Application Materials are original, not copied in whole or in part, and exclusively owned and gratuitously provided without any restriction or limitation on use. The Applicant further represents and warrants that the Application Materials do not contain or reference:

- Threatening, slanderous, disparaging, or obscene language;
- Discriminatory language (including hate speech) based on race, national origin, age, gender, gender expression, gender identity, sexual orientation, religion, size, appearance, or disability;
- Sexually explicit content or personal attacks;
- Any content that would violate any law, statute, ordinance, rule, or regulation, or any agreement with another person or entity;
- Content that directly or indirectly promotes commercial services or products;
- Software viruses, Trojan horses, worms, time bombs, bots, or any other computer code or files that are designed to disrupt damage, impact, or limit the functioning of any software or hardware;
- False or misrepresented data;
- Content violating any privacy or publicity right of any person or entity;
- Content that constitutes political campaigning, lobbying, or electioneering;
- Content that is the intellectual property of another person or entity, in whole or in part, unless authorized by such person or entity, or that may violate the intellectual property rights of third parties, in whole or in part, whether copyright, trademark, trade secret, or patent; or

- Content that requires or is subject to any duty of confidentiality, attribution, or any compensation obligation.

The Fellowship Entities, in their sole discretion, reserve the right to disqualify any Applicant for a breach or violation of the Fellowship Terms and Conditions or the aforementioned representations and warranties.

## **10. FELLOWSHIP ENTITIES HAVE NO OBLIGATION**

Each Applicant acknowledges that third parties may submit information and entries to the Fellowship Entities that may contain information, ideas, concepts, and approaches similar to, or the same as, those you submitted to the Fellowship, and that the Fellowship Entities may already be working on information, ideas, concepts, and approaches similar to, or the same as, those you submitted. By entering, each Applicant acknowledges and agrees that the Fellowship Entities' actions with respect to another entry or work of its own, even if similar to, or the same as, your entry, will not create any liability of any kind to the Fellowship Entities or others involved in the Fellowship. Each Applicant also acknowledges and agrees that participation in the Fellowship and/or selection for the Program does not create any obligation on the part of the Fellowship Entities to promote, use in any way, or to take any further action regarding Application Materials or an Applicants' involvement in the Fellowship.

## **11. GENERAL CONDITIONS**

Fellowship Entities are not responsible for lost, late, incomplete, or misdirected entries; lost, interrupted, or unavailable network, server or other connections; miscommunications, computer or software malfunctions; transmission problems; technical failures; garbled transmissions; damage to user's software or transmission devices; or other errors or malfunctions of any kind, whether human, mechanical, electronic or otherwise that may occur in connection with the submission of any Application Materials or the Fellowship.

The Fellowship Entities reserve the right, in their sole discretion, to cancel, terminate, modify or suspend the Fellowship should a virus, bug, non-authorized human intervention, fraud, or other

cause beyond the Fellowship Entities' reasonable control corrupt or affect the administration, security, fairness or proper conduct of the Fellowship.

The Fellowship cannot support activities that constitute lobbying as defined in Internal Revenue Code Section 4945(d)(1) and the regulations thereunder. Such prohibited activities include any attempt to influence any legislation – U.S. or non-U.S. – through communication with any member or employee of a legislative body or any other governmental official or employee who may participate in the formulation of legislation in which reference is made to specific legislation and a view on such legislation is expressed. Legislation refers to legislation that has already been introduced in a legislative body or to a specific legislative proposal that an organization supports or opposes. The regulations also prohibit support of “grass roots lobbying communications,” which are defined as communications that: (1) refer to specific legislation, (2) reflect a view on such legislation, and (3) encourage the recipient of the communication to take action with respect to such legislation. Further, the dissemination of the results of any activity that is designed to be nonpartisan analysis, research, or study may not be limited to or be directed toward persons who are interested solely in one side of a particular issue.

If for any reason, the Fellowship is not capable of running as planned for reasons outside the control of the Fellowship Entities, which, in the sole discretion of Funder, may corrupt or impact the administration, security, fairness, integrity, or proper conduct of the Fellowship (or any portion thereof), each of the Fellowship Entities reserves the right to cancel, terminate, modify, or suspend the Fellowship (or a portion thereof) and, in that event, the Fellowship Entities shall have no further obligation to any Applicant.

Fellowship Entities also reserve the right in their sole discretion to disqualify a Fellow if the Fellow or any individual associated with the Fellow, is found to be (a) tampering or attempting to tamper with the entry process or the operation of the Fellowship, or any website maintained or operated by the Fellowship Entities; (b) using any robotic, macro, automatic programmed or like type of entry methods; (c) violating the Fellowship Terms and Conditions; or (d) engaging in unsportsmanlike, unethical, inappropriate or disruptive action, or any action inconsistent with the Fellowship or the charitable mission of Funder.

Any Fellowship Entity's failure to enforce any term of these Fellowship Terms and Conditions will not constitute a waiver of that provision or bar Fellowship Entities from enforcing that term in the future.

The headings in these Fellowship Terms and Conditions are inserted for convenience and identification only, and are not intended to describe, interpret, define, or limit the scope or intent of these Fellowship Terms and Conditions. By submitting an entry, each Applicant waives any right it may have to claim ambiguity of these Fellowship Terms and Conditions or any advantage or any impact on interpretation of these Fellowship Terms and Conditions that may arise from any such ambiguity claim.

## **12. LIMITATION OF LIABILITY, RELEASE & INDEMNIFICATION**

### **LIMITATION OF LIABILITY:**

BY ENTERING THE FELLOWSHIP, EACH APPLICANT , AGREES AND ACKNOWLEDGES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: 1) ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR IN CONNECTION WITH THE FELLOWSHIP, INCLUDING AS APPLICABLE ANY TRAVEL, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; 2) THE TOTAL LIABILITY OF IDEO LP AND THE FUNDER FOR ANY AND ALL CLAIMS, JUDGMENTS, SETTLEMENTS, AND AWARDS WILL BE LIMITED TO REASONABLE, ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED \$1,000 USD, BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; 3) UNDER NO CIRCUMSTANCES WILL ANY APPLICANT (ON BEHALF OF ITSELF, TEAM MEMBERS, AND ANY OTHER REPRESENTATIVES) BE PERMITTED TO OBTAIN ANY AWARD FOR, AND HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHT TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, PENALTIES, LOST PROFITS, AND/OR ANY OTHER TYPE OF DAMAGES, OTHER THAN ACTUAL OUT-OF-POCKET THIRD PARTY EXPENSES ACTUALLY INCURRED, IF ANY, NOT TO EXCEED \$1,000 USD), OR ANY RIGHT TO HAVE ANY DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND 4) EACH APPLICANT (ON BEHALF OF THEMSELVES, AND THEIR EMPLOYEES, TEAM MEMBERS, AND ANY OTHER REPRESENTATIVES) IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF.

### **RELEASE:**

EACH APPLICANT ASSUMES ANY AND ALL RISKS ASSOCIATED WITH THE USE OF APPLICATION MATERIALS AND TRAVEL ARISING FROM OR IN CONNECTION WITH THE FELLOWSHIP, AND EXPRESSLY WAIVES AND RELEASES ANY AND ALL CLAIMS OR CAUSES OF ACTION AGAINST THE

FELLOWSHIP ENTITIES, THEIR OFFICERS, EMPLOYEES, REPRESENTATIVES, AND AGENTS FOR ANY AND ALL INJURY AND DAMAGE OF ANY NATURE WHATSOEVER (WHETHER EXISTING OR THEREAFTER, WHETHER DIRECT, INDIRECT, OR CONSEQUENTIAL, AND WHETHER FORESEEABLE OR NOT), ARISING FROM THE APPLICATION MATERIALS, INCLUDING BUT NOT LIMITED TO THE SOLUTION AND IDEAS SUBMITTED TO THE FELLOWSHIP AND TRAVEL ARISING FROM OR IN CONNECTION WITH THE FELLOWSHIP.

**INDEMNIFICATION:**

YOU AGREE TO INDEMNIFY AND HOLD THE FELLOWSHIP ENTITIES (AND JUDGES, FELLOWSHIP GUIDES, AND MENTORS) AND EACH OF THEIR EMPLOYEES, REPRESENTATIVES, AGENTS, ATTORNEYS, AFFILIATES, DIRECTORS, EMPLOYEES, OFFICERS, MANAGERS, AND SHAREHOLDERS (THE “INDEMNIFIED PARTIES”) HARMLESS FROM ANY DAMAGE, LOSS, COST, OR EXPENSE (INCLUDING WITHOUT LIMITATION, ATTORNEYS’ FEES AND COSTS) INCURRED IN CONNECTION WITH ANY THIRD-PARTY CLAIM, DEMAND, OR ACTION (“CLAIM”) BROUGHT OR ASSERTED AGAINST ANY OF THE INDEMNIFIED PARTIES, ARISING FROM OR IN CONNECTION WITH (a) YOUR ALLEGED OR ACTUAL (1) BREACH OF ANY PROVISION OF THE FELLOWSHIP TERMS AND CONDITIONS, (2) BREACH OF ANY REPRESENTATION OR WARRANTY, (3) VIOLATION OF APPLICABLE LAW, OR (b) YOUR APPLICATION MATERIALS (INCLUDING ANY ALLEGED INFRINGEMENT OR OTHER VIOLATION OF ANY INTELLECTUAL PROPERTY OR OTHER PROPRIETARY RIGHTS OF ANY THIRD PARTY) AND PARTICIPATION IN ANY WAY IN ANY ASPECT OF THE FELLOWSHIP, INCLUDING TRAVEL. IF YOU ARE OBLIGATED TO PROVIDE INDEMNIFICATION PURSUANT TO THIS PROVISION, FUNDER MAY, IN THE FUNDER’S SOLE DISCRETION, CONTROL THE DISPOSITION OF ANY CLAIM AT YOUR SOLE COST AND EXPENSE. WITHOUT LIMITATION OF THE FOREGOING, YOU MAY NOT SETTLE, COMPROMISE, OR IN ANY OTHER MANNER DISPOSE OF ANY CLAIM WITHOUT THE EXPRESS WRITTEN CONSENT OF THE INDEMNIFIED FELLOWSHIP ENTITY.

**GOVERNING LAW**

All issues and questions concerning the construction, validity, interpretation, and enforceability of these Fellowship Terms and Conditions and/or the rights and obligations of each Applicant, and of any related or authorized individual or entity of the Applicant, or the rights and obligations of the Fellowship Entities will be exclusively governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice of law or conflict of law

rules or provisions that would cause the application of the laws of any other country or jurisdiction.

Any litigation arising out of, in connection with, or relating to these Fellowship Terms and Conditions must be filed and pursued exclusively in the State or Federal courts in New York City, New York, and each Applicant and any related person or entity, consents to the jurisdiction of and venue in the State or Federal Courts in New York City, New York.

No waiver of any of the provisions of these Fellowship Terms and Conditions shall be deemed or shall constitute a waiver of any other provisions here of (whether or not similar), nor shall waiver constitute a continuing waiver unless otherwise expressly provided.

If any provision of these Fellowship Terms and Conditions is found to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed from the remainder of these Terms and Conditions, which will otherwise remain in full force and effect.

If you have any question about these Fellowship Terms and Conditions, please contact us here:

Email: [BigBetsClimateFellowship@rockfound.org](mailto:BigBetsClimateFellowship@rockfound.org)

Phone: + 1 (929) 319-3982

These Terms and Conditions are effective as of January 16, 2024.

## **FUNDER**

**The Rockefeller Foundation**  
**420 Fifth Avenue**  
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