

Cities Deliver: AI Solutions for Public Services

Terms & Conditions

October 14, 2026

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NO FEE, DONATION, OR PURCHASE IS REQUIRED TO APPLY FOR, OR TO BE SELECTED TO RECEIVE AN AWARD UNDER, THE CITIES DELIVER OPEN CALL

The following rules, terms, and conditions (the "Open Call Rules") govern participation in the Cities Deliver: AI Solutions for Public Services call for proposals (the "Open Call").

By checking the acceptance box and submitting an application or otherwise participating in the Open Call, the applicant organization expressly, fully and unconditionally agrees to be bound by, and to at all times be in full compliance with, the Open Call Rules. Further, the applicant organization indicates that it understands and intends the Open Call Rules to be the legal equivalent of a signed, written contract between it and the Program Entities (as defined below) and equally binding, and it accepts the Open Call Rules without limitation or qualification. The individual who submits an application on behalf of an applicant organization represents and warrants that they are duly authorized to accept the Open Call Rules on that organization's behalf and to bind it. If the applicant organization does not agree and accept the Open Call Rules, it is not eligible for the Open Call and should proceed no further with the application process and exit the website immediately.

The Open Call is void where prohibited by law.

The Open Call is open only to organizations that agree to be, and can be, legally bound by these Open Call Rules (hereinafter "Applicant(s)" or "you/your"). The Open Call is not open to individuals, and no award will be made to any individual. Please see Section 2 for detailed eligibility criteria. During the duration of the Open Call, there may be clarifications issued applicable to the Open Call Rules, which will be updated on this website and communicated to Applicants via the email they have provided. Please direct any questions or communications about the Open Call Rules or the Open Call to citiesdeliver@rockfound.org. Questions must be submitted, and updated frequently asked questions ("FAQs") will be posted, by the dates set out in the Open Call timeline on the Open Call website. The description of the Open Call, the Open Call timeline, the FAQs, and the other program content posted on the Open Call website (the "Open Call Website Content") form part of these Open Call Rules.

1. DESCRIPTION OF THE OPEN CALL

A. The Program Entities

The Rockefeller Foundation, with a domicile at 420 Fifth Avenue, New York, NY (the "Foundation"), is a private foundation headquartered in New York. RF Catalytic Capital, Inc., with a domicile at 420 Fifth Avenue, New York, NY ("RFCC"), is a Delaware nonstock non-profit corporation with tax exempt status and a public charity affiliated with the Foundation. RFCC and the Foundation are together referred to in these Open Call Rules as "RF." The OpenAI Foundation ("OAIF") is a charitable organization and, together with the Foundation, a funder of the Open Call. RhythmQ (the "Application Facilitation Partner") has been engaged to host the application platform for the Open Call. RF, OAIF and the Application Facilitation Partner shall collectively be referred to in these Open Call Rules as the "Program Entities."

RFCC is the sole grantor under the Open Call. Neither OAIF nor the Foundation will make any grant, award, payment, or disbursement directly to any Applicant or to any recipient of an award under the

Open Call (each recipient, a "grantee"). Nothing in these Open Call Rules creates a partnership, joint venture, agency, or other legal entity among the Program Entities.

B. Overview of the Open Call

The Open Call is a \$50 million initiative, as further described in the Open Call Website Content, that invites organizations working in documented partnership with city governments to improve public services through artificial intelligence. Grant amounts are as described in Section 1.F.

Grantees will receive grant funding and are expected to participate in the Learning Network of peers doing comparable work across geographies and in an in-person convening, and may have access to occasional technical support and network access, each as further described in Section 5.

C. Charitable Purpose Requirements

Projects that RFCC supports through the Open Call must be in furtherance of RF's and OAlF's exempt charitable purposes. Projects must satisfy the requirements for charitability set by the U.S. Internal Revenue Service, which include such things as provision of relief to the poor and distressed, advancement of education or science, lessening the burdens of government, preservation of the natural environment, or promotion of social welfare. Projects may promote social welfare through a variety of means, including by combating community deterioration.

Projects cannot have a primary purpose of generating profit or of benefiting a for-profit company, and projects of that kind are not eligible for support. Any commercial benefit must be incidental when compared to the charitable outcome resulting from the project. Applications from for-profit entities and public benefit corporations are eligible only as provided in Section 2.D. When presenting your project, please make sure that you are clearly articulating the direct and significant charitable benefit of the work you will be doing, including what underserved group will benefit from the project, and how that benefit will be accomplished through your work.

In addition, every project must aim to improve public services for vulnerable or underserved communities, and the Applicant must describe how the proposed application of artificial intelligence is intended to:

- Increase access, so that services reach the populations who would otherwise be unable to obtain them;
- Improve quality, meaning a government's ability to deliver services leaner, faster, and with greater efficacy; and

Enhance trust, meaning a resident's confidence that government will deliver what it promises and deliver it well.

D. Focus Areas

Each project must address one of the focus areas described in the Open Call Website Content. If a project relates to more than one focus area, the Applicant must select the one that is most relevant. Projects relating to voting or elections are not eligible under any focus area, as provided in Section 2.C.

RF may, by agreement with OAIF, revise or expand the focus areas. Any revision will be posted to the Open Call website and communicated to Applicants at the email address they have provided.

E. Definition of a City

For purposes of the Open Call, a "City" means a permanently settled, self-governing urban community with a population of 50,000 or more, occupying a contiguous built-up area with relatively high population density, that has its own municipal government providing core public services such as policing, fire protection, water, sanitation, roads, public transit, and land-use planning. States, provinces, regions, and national governments are not Cities. A "Government Partner" means the municipal government of a City, or an agency, department, or public authority owned or controlled by it that delivers public services (for example, a health department, public utility, or transit authority). State, regional, or national government agencies, and international or multilateral organizations, may participate as additional project partners but may not take the place of the Government Partner.

F. Award Tiers and Standard Grant Terms

Awards will be made in two tracks, Seed Grants and Scale Grants, in the amounts and for the stages of project development described in the Open Call Website Content. Applicants must self-select into one track at the time of application.

Award amounts will be determined by RFCC and will depend on factors including, but not limited to, the size and location of the City, the size and maturity of the Applicant, the intended reach of the project, and the track of the project. RFCC may invite a Round 2 Proposal (as defined in Section 3.A), or make an award, for an amount different from the amount requested. The following terms will be standard across all grants:

- A twenty-four (24) month grant term;
- Payment of fifty percent (50%) of the grant amount at the outset of the grant term and fifty percent (50%) upon achievement of a documented mid-term milestone, as set out in the Grant Agreement (as defined in Section 4.F);
- Predefined grant criteria and structured budget and delivery options, so that grants are standardized within the criteria described in these Open Call Rules; and
- Indirect costs not to exceed fifteen percent (15%) of the total grant amount for eligible non-profits.

Each project's goals must be achievable with the grant funds awarded and within the twenty-four (24) month grant term. An award under the Open Call does not guarantee, and creates no expectation of, any follow-on funding from any Program Entity.

G. Frontier Artificial Intelligence Requirement

Each project must include a meaningful frontier artificial intelligence component, meaning the use of recent generative artificial intelligence models to complete complex tasks, as further described in the Open Call Website Content. The Open Call is tool-agnostic, as further described in Section 4.D, and solutions built on open source or reusable components are encouraged. Please note that Project Outputs developed with grant funds must be openly licensed as required by Section 10.A.

2. ELIGIBILITY

A. Eligible Applicants

The Open Call is open only to organizations. An Applicant must be one of the following:

- An organization described in Section 501(c)(3) of the U.S. Internal Revenue Code of 1986, as amended (the "Code"), that is not a private foundation, or a non-U.S. organization that is the equivalent of such an organization, as evidenced by a current equivalency determination;
- An organization applying through a fiscal sponsor that itself satisfies the preceding bullet, subject to Section 2.E;
- A university, or an institutional laboratory, center, school, or other unit of a university applying through the university;
- A non-profit organization that does not satisfy the first bullet of this Section 2.A and is not applying through a fiscal sponsor, subject to Section 2.D;
- A public benefit corporation or a comparable mission-locked corporate form under the laws of its jurisdiction of organization, subject to Section 2.D; or
- A for-profit entity, subject to Section 2.D.

In addition, every Applicant must:

- Be duly organized, validly existing, and in good standing under the laws of its jurisdiction of organization;
- Have a Government Partner that has committed to collaborate with it on the project, evidenced by a Letter of Intent at the Round 1 Proposal stage and an official letter or memorandum of understanding at the Round 2 Proposal stage, each as described in Section 3.C;
- Propose a project focused on public service delivery at the City level. Projects operating at, or seeking to scale to, a national level are not eligible at this time;
- Confirm that it can legally receive grant funds and participate fully in the Open Call under the laws of the jurisdiction(s) in which it operates. Any application received from an Applicant organized or operating in a country where the Open Call is not legal in all regards shall be ineligible;
- 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 its project and its Application Materials (as defined in Section 3.A); and
- Accept the open source commitment set out in Section 10.A.

B. Authorized Representative and Project Team

Each application must be submitted by an individual who is duly authorized to bind the Applicant. The Applicant must designate a project lead who is at least eighteen (18) years of age and who is able to represent the Applicant in the application process and in grant management, and to participate in convenings and learning sessions conducted in English. The language requirements for submissions and for Open Call communications are set out in Section 3.A.

C. Ineligible Applicants and Projects

The following are not eligible to apply for, or to receive, an award under the Open Call:

- Projects that support or oppose a candidate or influence an election. Any project whose purpose, design, or reasonably foreseeable outcome is to support or oppose any candidate for public office or any political party, or to influence the outcome of any public election or any voter registration drive, anywhere in the world. For this purpose, a "candidate" includes any person who offers himself or herself, or is proposed by others, as a candidate for federal, state, or local office, anywhere in the world. This exclusion applies regardless of the identity of the Applicant or of any member of its project team, and is in addition to the restrictions in Section 6.C;
- Any Applicant led by an individual who is a candidate in a public election, or any member of whose leadership team is, or during the grant term will be, a candidate in a public election;
- Projects related to voting or elections, and projects whose purpose is to carry on lobbying or otherwise attempt to influence legislation;
- Government entities, including City governments and offices led by elected officials, which may participate in a project as a Government Partner but may not apply. This exclusion does not apply to a public university, or to an institutional unit of a public university, applying under Section 2.A;
- Individuals, including individual researchers and doctoral researchers applying in a personal capacity, unaffiliated individuals, and consultants;
- Fund-of-funds and other proposals that are not for a specific project;
- Research projects that do not develop, pilot, or expand an artificial intelligence solution with a Government Partner;
- Projects that involve, in whole or in part, the development, placing on the market, putting into service, or use of any artificial intelligence system for a practice prohibited under Article 5 of Regulation (EU) 2024/1689 (the "EU AI Act"), as amended from time to time, whether or not the EU AI Act otherwise applies to the Applicant or the project.
- Any organization or person appearing on the lists provided by the United Nations, the European Union, Member States of the European Union, the United Kingdom, Switzerland, the United States, and other authorities that maintain economic and trade sanctions that prohibit regulated persons from transacting or dealing, either directly or indirectly (i.e., through a grantee or other third party), with any person on a sanctions-related list of designated persons that they maintain, whether currently listed or subsequently listed at any time during the term of the Open Call, and any organization any of whose directors, officers, or members of its leadership team is so listed, or that is debarred or suspended from receiving funds by any applicable governmental or multilateral authority;
- Any organization that is headquartered, registered, organized, resident, or operating in, or governed by, and any project located in, a country or region that is prohibited by law, regulation, treaty or administrative act (including, without limitation, those promulgated by the United States) from entering into trade relations (including, without limitation, the export of technology) with the United States or its citizens, including any country or region subject to comprehensive U.S. sanctions;
- Any organization in which Program Entity personnel or their Related Parties hold a material financial interest or serve as a director, trustee, or officer, or any member of whose leadership team is Program Entity personnel or a Related Party of Program Entity personnel; and

- Any organization of which a person serving as a reviewer, technical reviewer, interviewer, or member of the selection advisory committee for the Open Call is a director, trustee, officer, or employee, or in which such person holds a material financial interest. Reviewers and selection advisory committee members are separately subject to the disclosure and recusal obligations in Section 4.D.

For purposes of these Open Call Rules:

- "Program Entity personnel" includes all trustees, directors, officers and staff of the Foundation, RFCC, and OAIF and any of their subsidiaries and affiliates, as well as non-trustee members of any investment committee of the Foundation or OAIF.
- A "Related Party" means any living spouse, domestic partner, parent or stepparent, grandparent or step-grandparent, sibling or half-sibling and their spouses, child, grandchild or great-grandchild and their spouses, or other family member or individual with whom there is an intimate personal and/or economic relationship.

D. Additional Conditions for For-Profit, Public Benefit Corporation, and Certain Other Applicants

An Applicant that is a for-profit entity or a public benefit corporation, and any other Applicant that is neither an organization described in Section 501(c)(3) of the Code that is not a private foundation (or the equivalent) nor a public university or other governmental instrumentality, is eligible only on the following additional conditions, each of which will be set out in binding form in the Grant Agreement:

- Charitability review. The project will be subject to additional review of its charitable purpose. RFCC may decline any such application in its sole discretion, including where the charitable benefit of the project is not clearly severable from the Applicant's commercial activities;
- Segregation of funds. Grant funds must be held in a separate account or otherwise separately accounted for on the Applicant's books and records, and must not be commingled with funds that are not held for charitable purposes.
- Exclusively charitable use. Grant funds must be used exclusively for the charitable purposes of the funded project and for no other purpose, and may not be used to increase the value of, or provide a return to, any shareholder, member, partner, or other holder of an equity or beneficial interest in the Applicant. This restriction prohibits the application of grant funds to enrich equity holders. It does not prohibit the incidental benefit to the Applicant that may result from successful charitable performance of the funded project, as described in Section 1.C.
- Additional disclosure. The Applicant must describe its business model and explain, including with reference to any open source approach and any license costs, how the grant will support long-term charitable impact rather than the Applicant's commercial development, and must make such further disclosures as RFCC may request.

These conditions are in addition to the requirements of Section 6, which apply to all Applicants and grantees.

No award under the Open Call confers on any Program Entity any equity, security, convertible instrument, revenue share, royalty, license (other than as set out in Sections 9 and 10), or other commercial interest in any Applicant or grantee.

E. Applicants Applying Through a Fiscal Sponsor

An Applicant may apply through a fiscal sponsor. Where it does:

- The fiscal sponsor, and not the sponsored project or organization, is the Applicant and will be the grantee of record and the counterparty to the Grant Agreement;
- The fiscal sponsor must itself be an organization described in the first bullet of Section 2.A, must otherwise satisfy Section 2.A, and must accept these Open Call Rules and execute the Grant Agreement in its own name;
- The fiscal sponsor must retain complete discretion and control over the grant funds and full variance power with respect to their use, consistent with its own exempt purposes, and may not act as a mere conduit; and
- The Applicant must submit a copy of the executed fiscal sponsorship agreement between the fiscal sponsor and the sponsored project as part of its Application Materials.

F. Projects Involving Multiple Organizations

Where two or more organizations propose to carry out a project together, one organization must apply as the lead Applicant. The lead Applicant will be the sole prospective grantee and the sole counterparty to the Grant Agreement, and is responsible to RFCC for the whole of the funded project, including the acts and omissions of its project partners. A "project partner" means an organization, other than the Applicant, identified in the application as carrying out part of the funded project. It does not include a vendor, subcontractor, consultant, or technology provider engaged by the Applicant on arm's length commercial terms.

The lead Applicant must have the legal authority to re-grant or contract funds to its non-governmental project partners. A project involving multiple organizations must be submitted as a single application, which counts as an application of the lead Applicant only for purposes of the limit in Section 3.A.

The lead Applicant must identify each project partner in its application and must, on request, provide evidence of a written agreement with each partner. The lead Applicant represents and warrants that it has secured from each project partner: (i) the rights necessary to grant the licenses in Section 9 and to satisfy the open source commitment in Section 10.A in respect of any Project Outputs that the partner will own or contribute; (ii) that partner's agreement to the restrictions in Section 6 to the extent grant funds reach it; and (iii) the consents required by Section 7 in respect of any individual named in the Application Materials.

G. Verification of Eligibility

The Program Entities reserve the right in their sole discretion to verify the eligibility of any Applicant and any Applicant's compliance in full with these Open Call Rules, including by requesting organizational, financial, and beneficial ownership documentation and by conducting sanctions, anti-money laundering, and other screening of the Applicant, its directors and officers, and its project partners. At all times, the decision of RFCC as to eligibility shall be final and binding. Eligibility is a continuing requirement; an Applicant must promptly notify RFCC if it ceases to satisfy any eligibility requirement at any time before or after an award is made.

3. APPLICATION PROCESS

A. General Requirements

The application process for the Open Call will be held in accordance with the timeline posted on the Open Call website (the "Open Call Timeline"), and all deadlines under the Open Call are those set out in the Open Call Timeline. All Application Materials must be submitted through the online platform in accordance with the Open Call Timeline.

The Open Call will proceed in the following stages: (i) an online eligibility screening; (ii) submission of an initial proposal and supporting documentation by Applicants that satisfy the eligibility screening (a "Round 1 Proposal"); (iii) a virtual interview, by invitation only; (iv) submission of a more detailed proposal and supporting documentation, by invitation only (a "Round 2 Proposal"); and (v) selection, in each case on the dates set out in the Open Call Timeline. Completion of the eligibility screening is based on the Applicant's self-reported responses and is not a determination by RFCC that the Applicant is eligible. Dates in the Open Call Timeline, other than submission deadlines, are estimates. RFCC may change any date, including any deadline, in its sole discretion, and will post any change on the Open Call website.

Applications include the eligibility screening responses, the Round 1 Proposal, any Round 2 Proposal, the Government Partner Letters (as defined in Section 3.C), the video described in Section 3.B, interview responses, the project budget, the organizational and financial documentation described in Section 3.B, and all other communications, materials, and activities relating to or arising from the Open Call application ("Application Materials").

No one will be entitled to compensation of any type for participation in the Open Call or for preparation of any Application Materials. The relationship between an Applicant and the Program Entities is as described in Section 5.G. Submitting Application Materials for the Open Call does not constitute an application for any other program of any of the Program Entities or any of their affiliates.

Application Materials must be submitted in English. The Open Call's written communications will be provided in English.

Applicants may use artificial intelligence tools to assist in preparing Application Materials, provided that the substance of the Application Materials reflects the Applicant's own knowledge and understanding. Each Applicant must disclose in its Round 1 Proposal and in any Round 2 Proposal which artificial intelligence tools it used and for what purpose, and must ensure that, where required by applicable law, the Application Materials are accompanied by any metadata, disclosures, labels, watermarks, or other transparency measures required in relation to AI-generated or AI-modified content, including those set out under Article 50 of the EU AI Act. The Applicant remains solely responsible for the accuracy and completeness of all Application Materials. The identity of any artificial intelligence tool disclosed under this Section 3.A will not be taken into account in the evaluation of any application.

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.

An Applicant may submit no more than two (2) applications, each for a distinct project. Where the Applicant is a fiscal sponsor, this limit applies separately in respect of each sponsored project or organization on whose behalf it applies. Where two or more organizations propose to work together on a single project, Section 2.F applies.

B. Required Submissions

Round 1 Proposal. Every Applicant that completes the eligibility screening must submit, by the Round 1 Proposal deadline:

- A completed Round 1 Proposal in the form provided on the application platform;
- A Letter of Intent satisfying Section 3.C;
- A video of no more than five (5) minutes describing and, where available, demonstrating the proposed artificial intelligence solution, submitted in accordance with the instructions on the application platform; and
- Documentation of the Applicant's legal status, as specified in the Open Call Website Content for the Applicant's organization category.

Round 2 Proposal. Each Applicant invited to submit a Round 2 Proposal must submit, by the deadline stated in the invitation or, if the invitation states none, the deadline set out in the Open Call Timeline, the documents specified in the Open Call Website Content and in the invitation, which are expected to include:

- A narrative proposal and a project budget, each in the form provided;
- Biographies of the leadership and key personnel of the Applicant and of each project partner;
- A completed pre-grant questionnaire and cybersecurity form, each in the form provided;
- An official letter or memorandum of understanding from the Government Partner satisfying Section 3.C;
- Documentation of evidence for the proposed artificial intelligence solution appropriate to the track selected;
- For an organization described in the first bullet of Section 2.A, or an Applicant applying through a fiscal sponsor, audited financial statements of the Applicant (or of the fiscal sponsor, as applicable) for the two most recently completed fiscal years, or such other financial statements as RFCC may accept;
- For any other Applicant that is subject to Section 2.D, its most recent financial statements and written confirmation that grant funds will be segregated as required by Section 2.D; and
- Where applicable, a letter of responsibility for any project activities involving human subjects, animals, plants, or microorganisms.

Additional documentation. RFCC may at any stage request additional documentation, including governing documents, capitalization tables or beneficial ownership disclosures, and additional financial statements, as RFCC considers necessary to assess eligibility, charitable purpose, and compliance. The Applicant's acceptance of the open source commitment in Section 10.A will be obtained through the eligibility screening.

C. Government Partner Letters

With its Round 1 Proposal, each Applicant must submit a letter of intent, using the template provided on the Open Call website or an equivalent document, signed by an official of the Government Partner with authority over the relevant service area (for example, a Mayor, Deputy Mayor, Chief Data Officer, Chief Technology Officer, or agency head) (the "Letter of Intent"). The Letter of Intent must identify the Applicant, the Government Partner, and the name and contact information of the signing official, and must include the Government Partner's goals and objectives regarding the proposed artificial intelligence solution if the project is funded. Each Applicant invited to submit a Round 2 Proposal must also submit an official letter or memorandum of understanding from the Government Partner (together with the Letter of Intent, the "Government Partner Letters").

The Government Partner Letters are statements of governmental needs and objectives only. In establishing the relationship with the Government Partner, the Applicant may not:

- Offer, promise, provide, or authorize any payment, gift, travel, hospitality, employment, contract, or other thing of value to any government official, or to any family member or associate of any government official, in connection with obtaining any Government Partner Letter or otherwise in connection with the Open Call, other than a payment or benefit approved in advance by RFCC under Section 6.D;
- Condition any Government Partner Letter on, or exchange it for, any official act, forbearance, or exercise of influence by any government official; or
- Represent or imply that any government official or governmental body endorses, is affiliated with, or is a recipient of funding from any Program Entity.

By submitting a Government Partner Letter, the Applicant represents and warrants that it was obtained in compliance with this Section 3.C and with all applicable laws, including applicable anti-bribery and anti-corruption laws, such as the U.S. Foreign Corrupt Practices Act and the anti-bribery laws of the Applicant's jurisdiction of organization and of the jurisdiction of the City.

4. SELECTION

A. Threshold Requirements

To be considered, an Applicant must demonstrate that its project meets the principles described in the Open Call Website Content, including that the project will:

- Address a large and meaningful problem in the City that especially affects vulnerable or underserved communities, or that promotes social welfare;
- Include a meaningful frontier artificial intelligence component, as described in Section 1.G;
- Respond to credible demand from a committed Government Partner, evidenced by the Government Partner Letters, and from the communities the project will serve;
- Demonstrate a clear pathway to measurable impact and a plan for learning, including evaluation of models and products, user feedback, and progress toward social impact;
- Build for sustainability, including by strengthening Government Partner capacity, integrating with existing government systems, and having a credible path toward sustained government or institutional funding; and

- Demonstrate the readiness to integrate the technology into public sector settings and the ability to manage artificial intelligence applications responsibly, including with respect to a human-centric approach and human oversight, respect for fundamental rights, transparency, proportionality, privacy and data protection, confidentiality, security, accuracy, reliability, bias and non-discrimination, and sustainability, consistent with the principles underpinning the EU AI Act and other internationally recognized frameworks for trustworthy artificial intelligence.

Charitability, as described in Section 1.C, is a threshold requirement, as is the public service objective set out in that Section. A project that does not satisfy them will not be considered, whatever its merits against the criteria in Section 4.B.

B. Selection Criteria

Applications that satisfy the threshold requirements will be evaluated at each stage against the criteria described in the Open Call Website Content, which include, but are not limited to, the following:

- **Visionary Leadership:** The organization is led by a founder or leadership team with a clear and compelling vision, strong conviction, agility and openness to learning, and the ability to communicate that vision effectively to partners, funders, and end users. Where there has been a leadership transition, whether it has strengthened the organization.
- **Technical Readiness and Technology Usage:** The team has the technical capabilities, or a credible plan to access them, to integrate artificial intelligence effectively and to build, deploy, and own products over time. This includes the ability to work with technical partners where needed, to translate product needs into technical requirements, and to ensure that artificial intelligence is applied in a way that is responsible and feasible, with technical readiness appropriate to the track selected, clear evaluation metrics, and defined thresholds for deployment.
- **Trusted Relationships:** The organization has a history of impact and credibility with the Government Partner and with the communities, institutions, and partners it seeks to serve, deep knowledge of the local context, a clear-eyed understanding of what it takes to achieve change in the public sector, and evidence of building with, rather than at, those communities.
- **Path to Sustainability and Scale:** The organization has a credible path to sustainability and durability beyond the grant term, including through government adoption and funding, institutional or philanthropic co-funding, earned revenue, or another viable model, and, for Scale Grants, a credible plan to meet operating and maintenance costs after the grant term.
- **Theory of Change:** The project has a coherent theory of change, with metrics that tie logically to project activities and goals.

In making award decisions, RFCC may also consider the overall composition of the portfolio of awards, including balance across focus areas, tracks, and regions, and the availability of funds.

C. Review Process

Round 1 Proposals will undergo a review for completeness, eligibility, legal status, and charitable purpose, together with a program review, and selected Round 1 Proposals will then undergo subject matter and technical review by reviewers who may include external experts and technical reviewers made available by OAIF. Applicants will be notified whether they have been invited to interview. Interviews will be conducted virtually, in English unless otherwise provided in the Open Call Website

Content, and are expected to last approximately forty-five (45) minutes. The Applicant's project lead and technical lead must participate, and where a project involves more than one organization, each organization must be represented. Participation by the Government Partner is encouraged but not required. Following the interviews, RFCC will invite selected Applicants to submit a Round 2 Proposal. An invitation to interview or to submit a Round 2 Proposal is not a commitment to make an award. Round 2 Proposals will be reviewed for program and compliance purposes, and recommendations will be presented to a selection advisory committee comprising one representative each of the Foundation, OAIF, and RFCC.

Final award decisions will be made by RFCC. Successful Applicants will be notified via the email address provided in their application in accordance with the Open Call Timeline. Selected Applicants must keep their selection and the terms of their award confidential until RF and OAIF publicly announce the awards, unless RF agrees otherwise in writing.

Application Materials, including any personal information they contain, may be provided to artificial intelligence tools operated by the Program Entities or their service providers to summarize Application Materials, check objective eligibility criteria, and otherwise assist human reviewers, solely as ancillary support tools. Such tools will be used only under terms that prohibit the tool provider from using Application Materials, including any personal information they contain, to train, fine-tune, or otherwise improve any artificial intelligence model or system, and the Program Entities will not themselves use Application Materials for any such purpose. Any such use will be to assist, and not to replace, human review and decision-making. All assessments and selection decisions will be made by human reviewers, and personnel of the Program Entities who use such tools will have a sufficient level of artificial intelligence literacy to use them appropriately and to oversee their outputs. No application will be declined solely on the basis of an automated determination.

D. Technology Neutrality and Conflicts of Interest

The selection criteria are tool-agnostic. Applicants may propose, develop, and utilize any artificial intelligence platform, model, or technology provider that will be impactful for their project, provided that the artificial intelligence solution and its use comply with all applicable laws and regulations, including, where applicable, the EU AI Act, and do not constitute or involve any practice prohibited under Article 5 of the EU AI Act. Each artificial intelligence solution must be developed, deployed, and overseen by a project team with a sufficient level of artificial intelligence literacy to use it appropriately and to oversee its outputs. No preference will be given to, and no requirement will be imposed on, any Applicant on the basis of its use of, or its relationship or absence of a relationship with, any particular technology provider, including OAIF or any of its affiliates. Receipt of technical support under Section 5.D does not require an Applicant to adopt or continue to use any particular technology.

Conflicts of interest, and any commercial benefit to any Program Entity or to their respective affiliates and related entities, will be identified and managed. Reviewers, interviewers, and members of the selection advisory committee are required to disclose conflicts and to recuse themselves where a conflict exists. Each Applicant must disclose, in the eligibility screening, any current or potential business relationship between the Applicant, its related entities, or its controlling members and any Program Entity, any affiliate of a Program Entity, Program Entity personnel, or their Related Parties.

E. No Right to Results and No Dispute

Decisions of RFCC, informed by input from reviewers and the selection advisory committee, shall be in RFCC's sole discretion and binding on each Applicant. Applicants do not have the right to dispute any decision or ruling of any reviewer, of the selection advisory committee, or of any of the Program 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 each Applicant will be notified whether it has been invited to advance to the next stage or has been declined. The Program Entities are not obligated to provide feedback on any application.

F. Conditions Precedent to Award

Before any funds are disbursed, each selected Applicant must execute a grant agreement with RFCC (the "Grant Agreement") and any other documents RFCC requests to satisfy these Open Call Rules, by the deadline stated in the award notification, failing which the award may be forfeited. The Program Entities may withhold any award decision until the prospective grantee's identity and eligibility are established. The Grant Agreement will govern the terms of the grant, including the approved budget, disbursement schedule and mid-term milestone, reporting requirements, and the conditions described in Sections 2.D and 6, and will control over these Open Call Rules as between RFCC and the grantee in the event of any conflict. Awards are non-transferable.

5. AWARDS AND PARTICIPATION IN THE PROGRAM

A. Grant Funding

Selected Applicants will receive a grant from RFCC in the amount and track determined by RFCC, on the standard grant terms described in Section 1.F and as set out in the Grant Agreement.

B. Learning Network

Grantees join a peer cohort of teams doing comparable work across geographies, convening virtually on a regular cadence to share what is working, surface common obstacles, and shorten the path from pilot to scale (the "Learning Network"). Grantees are expected to participate in monthly virtual Learning Network sessions conducted in English, and each grantee team should include at least one decision maker and one technical lead who participate as relevant to their roles. Cohorts may be organized by geography, focus area, track, or type of artificial intelligence solution. Other learning opportunities, which may include topic-specific webinars, expert mentorship, and support for monitoring, evaluation, and learning, may be offered based on demand and are not guaranteed.

C. Convening and Global Platform

Grantees are expected to send at least one representative to an in-person convening of awardees, partners, and stakeholders, alongside a public launch moment that introduces the cohort and its work to a global audience. The convening may be global or regional, and its date and location are expected to be

announced in the first quarter of 2027. Reasonable travel costs for participation in the in-person convening may be included in the grantee's project budget, as further set out in the Grant Agreement.

Grantees are expected to participate in public communications about the Open Call. RF aims to include all grantees in efforts to amplify their work, including press, case studies, and social channels coordinated across RF and OAIF, but reserves the right to decide how and when to include any grantee or project, in its sole discretion.

D. Technical Support

Grantees may have access to occasional artificial intelligence product and engineering support, subject to capacity, to help improve the effectiveness, reliability, cost, and scale of their artificial intelligence systems. Technical support is expected to be coordinated across groups of grantees with common questions and challenges, and the Open Call does not include bespoke technical support for each project. Each grantee must have sufficient technical capacity to plan, deploy, and evaluate its project without reliance on technical support from any Program Entity. Technical support is provided as-is and without warranty of any kind. No Program Entity guarantees the availability, extent, timing, or results of any technical support, and the provision or non-provision of technical support does not affect a grantee's obligations under the Grant Agreement. Grantees remain solely responsible for their own acts and omissions in designing, building, deploying, and operating their projects, and for compliance with all laws applicable to those activities, including, where applicable, the EU AI Act, Regulation (EU) 2016/679 (the "GDPR"), and any applicable national implementing or supplementary legislation, as well as any other applicable artificial intelligence, data protection, and privacy laws.

E. Network Access

Grantees gain access to the networks of RF and OAIF, including city leaders, funders, and technical partners. Access to a network is not a commitment by any Program Entity to make any introduction, to provide any further funding, or to secure any government relationship or follow-on capital.

F. Taxes

Any levies, taxes and fees associated with an application to, an award under, or participation in the Open Call are the sole responsibility of the Applicant. The Applicant agrees that it 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 Open Call. Any Applicant shall provide any supporting documentation requested by the Program Entities confirming proof of legal status and taxation.

G. No Employment or Other Relationship

Nothing in these Open Call Rules or in the Open Call creates an employment, agency, partnership, or joint venture relationship between any Applicant or grantee, or any of their personnel, and any Program Entity. The Open Call does not cover medical care or insurance for any individual, and Applicants and grantees are responsible for arranging adequate insurance for any travel undertaken in connection with the Open Call. Where travel is required, it is the Applicant's responsibility to secure any necessary visas; the failure to obtain a visa or the inability to attend a convening may affect participation in the Learning

Network and convenings but does not of itself terminate a grant, which is governed by the Grant Agreement.

6. USE OF GRANT FUNDS AND COMPLIANCE

The compliance restrictions in Sections 6.B, 6.C and 6.D bind every Applicant from the moment it submits an application, and continue to bind every grantee throughout the grant term. The administration of the grant itself, including the use of grant funds, is governed by the Grant Agreement as described in Section 6.A.

A. Grant Agreement

The grant made to a selected Applicant will be subject to the terms of the Grant Agreement, which will be provided separately. The Grant Agreement will govern the use of grant funds, reporting and records, audit and access rights, regranting, and RFCC's rights to suspend, withhold, and recover grant funds.

B. No Lobbying

Neither grant funds nor any activity funded by, or undertaken in connection with, the Open Call may be used to carry on propaganda or otherwise to attempt to influence legislation, meaning any activity that would constitute a taxable expenditure under Sections 4945(d)(1) and (e) of the Code and Treasury Regulation Section 53.4945-2 if the expenditure were made by a private foundation.

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 treat as lobbying any "grass roots lobbying communication," meaning a communication that: (1) refers to specific legislation, (2) reflects a view on such legislation, and (3) encourages the recipient of the communication to take action with respect to such legislation.

Nonpartisan analysis, research, or study is not lobbying. For an activity to qualify, however, the dissemination of its results must not be limited to, or directed toward, persons who are interested solely in one side of a particular issue.

C. No Political Activity

Neither grant funds nor any activity funded by, or undertaken in connection with, the Open Call may be used to influence the outcome of any specific U.S. or non-U.S. public election, or to carry on, directly or indirectly, any voter registration drive, in each case meaning any activity that would constitute a taxable expenditure under Section 4945(d)(2) of the Code and the regulations thereunder.

No activity funded by, or undertaken in connection with, the Open Call may directly or indirectly support or oppose any candidate for public office or any political party, anywhere in the world. Content produced in connection with the Open Call must avoid election campaigns, candidates, and political party platforms, and must not refer to any participant's candidacy for, or support of, any political candidate or government official.

D. Payments to and Benefits for Government Officials

No grant funds may be paid to, or used to provide any salary, stipend, gift, travel, hospitality, entertainment, equipment, or other thing of value to or for the benefit of, any government official, except with the prior written approval of RFCC and only where the payment is made in furtherance of the charitable purposes of the grant, is reasonable and necessary to those purposes, is documented, is permitted under applicable law, and has been approved in advance by RFCC in accordance with a written protocol adopted for this purpose.

Grantees must comply with all applicable anti-bribery, anti-corruption, anti-money laundering, sanctions, and export control laws in connection with the funded project, including the U.S. Foreign Corrupt Practices Act, and must promptly notify RFCC of any breach or suspected breach.

7. PERSONAL DATA & PRIVACY

The Program Entities may collect and process personal information in connection with the Open Call, including personal information about an Applicant's authorized representative, project team members, and other individuals named in Application Materials. Personal information may include identifiers and contact information (such as first and last name and email address) and other information submitted in Application Materials. This processing will be carried out in accordance with (i) the Foundation's Privacy Policy (available at <https://www.rockefellerfoundation.org/privacy-policy/>), (ii) RFCC's privacy policy (<https://rfcatalytic.org/privacy-policy/>), and (iii) applicable data protection laws and regulations.

The Program Entities will use personal information for purposes consistent with those policies, including to: (a) receive and administer applications; (b) assess an Applicant's candidacy for an award, including technical review by OAIF and interviews; (c) administer, operate, and secure the Open Call and related systems, including the provision of technical support to grantees; (d) conduct eligibility, sanctions, and diligence screening; and (e) comply with legal requirements and protect the safety, property, and rights of the Program Entities and others. Depending on the jurisdiction and context, these activities may be carried out on the basis of legitimate interests, performance of a contract or steps prior to entering into a contract, compliance with legal obligations, and/or consent where required by law. Application Materials, including personal information, may be processed using artificial intelligence tools as described in Section 4.C, and the Application Materials of selected Applicants will be transferred from the application platform to RFCC's grants management systems.

If you submit materials that contain the personal information of any individuals other than the individual submitting the application, you represent and warrant that you have provided appropriate notice to such individuals and that they have given permission for you to disclose their information to the Program Entities and for the Program Entities and their service providers to use such information for the purposes described herein, and that you are authorized to do so under applicable data privacy or data protection laws.

Applicants must not submit personal information relating to the residents, patients, clients, or other beneficiaries of their services, and must not submit any special category or sensitive personal data, including health data, biometric data, data relating to children, or data revealing racial or ethnic origin, political opinions, religious beliefs, or sexual orientation. Where an Applicant needs to describe a dataset or a population served, it must do so in aggregate, de-identified terms. This restriction applies

equally to the video submitted with the Round 1 Proposal, and any demonstration of a solution must use synthetic, fictitious, or de-identified data.

By checking the acceptance box and submitting Application Materials, you expressly consent and agree to the collection and use of the personal information in those materials, and you acknowledge that personal information will be processed in accordance with the applicable privacy policies and these Open Call Rules for the purposes of administering and operating the Open Call.

For the avoidance of doubt, the Program Entities may contact you regarding your application and the Open Call, including administrative and operational communications. Where permitted by applicable law, and subject to your communication preferences, RF may also use your personal information to contact you about its charitable activities and organizational mission. You may opt out of non-essential communications at any time.

The Program Entities may disclose 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 Program Entities; and (iv) to fulfill any obligations and/or commitments directly or indirectly related to the Open Call. Personal information will be shared among RF, OAIF, and the Application Facilitation Partner for the purposes described in this Section 7.

You expressly consent and agree that by making a submission to the Open Call, personal information may be transferred in or out of the European Union or your jurisdiction and to and from the Program Entities for the purposes and uses described above. Personal information may be processed and stored in the United States and other countries where the Program Entities or their service providers maintain operations. Where required by applicable law, appropriate safeguards will be implemented for international transfers of personal information.

The provision of personal data is voluntary, notwithstanding being a necessary requirement for applying to the Open Call. In case of not providing personal data, or providing false or inaccurate data, the Applicant understands that it will not be able to participate in the Open Call and/or may be disqualified.

Individuals whose personal data is submitted have the right to access their personal data and may request the rectification, updating, and deletion of their personal data by reaching out to the contact detailed in the Foundation's Privacy Policy.

The Applicant agrees to defend, indemnify, and hold the Program Entities, and their trustees, directors, officers, employees, agents, and volunteers, harmless from any and all claims, injuries, damages, losses, or suits, including attorneys' fees, arising out of or in connection with the Applicant's collection, submission, or use of personal data in connection with the Open Call, including any breach of the representations in this Section 7.

The personal data submitted to the Open Call will be subject to applicable data privacy laws and regulations, and to the privacy policies identified in this Section 7. Please read those policies before submitting personal information to the Open Call.

8. CONFIDENTIALITY AND SHARING WITH OTHER FUNDERS

The Program Entities will treat non-public information contained in Application Materials as confidential and will disclose it only to their personnel, reviewers (including external subject matter and technical experts, who will be required to keep Application Materials confidential), advisors, and service providers who need it to administer the Open Call, as otherwise described in Section 7, as provided in the following paragraph, and as required by law.

From time to time, the Program Entities identify promising projects that they are unable to support. If you affirmatively opt in at the time of application, the Program Entities may share your Application Materials with other funders who may be interested in supporting your project. Opting in is entirely voluntary, has no effect on the evaluation of your application, and may be withdrawn at any time before the materials are shared by writing to citiesdeliver@rockfound.org. If you do not opt in, your Application Materials will not be shared with other funders.

In addition, and as a limited exception to the opt-in requirement in the preceding paragraph, RF may share the names of Applicants recommended for awards, together with summary project information, on a confidential basis with prospective co-funders of the Open Call or funders of similar charitable projects.

9. PUBLICITY AND LICENSE GRANT

Except where prohibited by law, by submitting Application Materials, each Applicant expressly consents to and hereby grants to RF and OAIF (and their respective licensees) the right and license to use, in their sole discretion, the name, logo, image, likeness, biographical and organizational information, testimonials and other statements, and trademark, if any, of the Applicant, the country and city location, and/or the background of the Applicant and its named project team, for promotional, educational or charitable purposes in connection with the Open Call, 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 these Open Call Rules, the Applicant retains all rights to its Application Materials. Subject to Section 8, the Applicant hereby grants to RF and OAIF (and their respective licensees) a non-exclusive, worldwide, royalty-free, sublicensable (solely to their service providers and reviewers), perpetual and irrevocable license to use, copy, and create summaries of the Applicant's Application Materials to administer, evaluate, and operate the Open Call, and to use, reproduce, display, and distribute general, non-confidential descriptions of the Applicant's project for promotional and educational purposes in connection with the Open Call.

The license in the preceding paragraph does not extend to, and the Program Entities will not publish or license to any third party, the Applicant's audited or unaudited financial statements, capitalization or beneficial ownership disclosures, or any other non-public organizational or financial documentation submitted under Section 3.B.

Where an Applicant's Application Materials name an individual, the Applicant represents and warrants that it has obtained that individual's consent to the grants of rights in this Section 9. If the laws of an

Applicant's jurisdiction require permissions or rights that are not expressly set forth above, RF will ensure that the permissions above are modified as necessary to satisfy those legal requirements.

10. INTELLECTUAL PROPERTY

A. Open Source Commitment

As a condition of eligibility, each Applicant must be willing to openly license and publish, under an open source license acceptable to RFCC, the software, models, and documentation developed in whole or in part with grant funds in the course of the funded project (the "Project Outputs"). The specific licensing terms, the scope of the Project Outputs, and the timing of release will be set out in the Grant Agreement. Ownership of the Project Outputs will follow the agreements between the grantee and its project partners, subject to the open-source licensing required by this Section 10.A. No Program Entity acquires ownership of any Project Output.

This commitment does not extend to, and the Applicant is not required to make available: (i) intellectual property owned by the Applicant or a third party that existed before the grant, or that was developed outside the funded project entirely without the use of grant funds, guidance or other resources from the Open Call; (ii) third-party materials that the Applicant is not licensed to sublicense on open source terms; (iii) any personal or other sensitive data, or any data the release of which would violate applicable law or a duty of confidentiality; or (iv) any material the release of which would create a demonstrable security risk to the systems of the Applicant or of its Government Partner. RFCC may consider other exceptions on a case-by-case basis.

Each Applicant represents that it has, or will have, the rights necessary to grant the open source license contemplated by this Section 10.A in respect of the Project Outputs.

B. Applicant Representations and Warranties

By applying to the Open Call, you represent and warrant that your participation complies with these Open Call Rules and that you specifically have the necessary rights to (1) authorize the publication and dissemination of the Application Materials; and (2) allow the Program Entities to use and authorize others to use the Application Materials.

By providing Application Materials, you represent and warrant that (i) the Application Materials are the Applicant's original work (which may include material prepared with the assistance of artificial intelligence tools, as disclosed in accordance with Section 3.A), not copied in whole or in part from any third party, other than third-party material that the Applicant is authorized to use and has properly attributed, (ii) you own or have the right to grant all rights granted in these Open Call Rules in and to the content of the Application Materials, (iii) no other party has any right, title or interest in any of the content of the Application Materials that would conflict with the rights granted here, and (iv) you are providing the Application Materials gratuitously without any restriction or limitation on use except as expressly stated in these Open Call Rules.

You further represent and warrant 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;
- Any content that is the subject of any actual or threatened litigation;
- Any content that directly or indirectly promotes commercial services or products, other than factual descriptions of technologies, vendors, or business models requested in the Application Materials;
- 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 Applicant further warrants that it will comply with all applicable laws, regulations, and ethical guidelines in the countries targeted by its project as well as in its jurisdiction of organization, in connection with its participation in the Open Call. This includes, but is not limited to, laws related to intellectual property, data privacy, artificial intelligence, anti-bribery and corruption, sanctions and export controls. This also applies to regulations applicable to the project area of focus, such as health privacy. The Applicant further warrants that the project proposed in its application does not involve any activities prohibited by any applicable law, and shall promptly notify RF of any breach or potential breach of this provision.

C. Intellectual Property of the Program Entities

Nothing in these Open Call Rules, the Open Call website, in any Open Call materials, or in any other statements made in connection with the Open Call grants to you or any Applicant the right to use or license any intellectual property or other proprietary rights of the Program Entities. You shall not use the name, trademarks, service marks, logos or any copyrighted material of any Program Entity, including The Rockefeller Foundation, RF Catalytic Capital, Inc., the OpenAI Foundation, and the Application Facilitation Partner, without the express written consent of the relevant owner, which it may withhold in its sole discretion. Any permitted use of a Program Entity's marks by a grantee will be subject to the terms of the Grant Agreement and to that Program Entity's prior written approval.

D. Program Entities Have No Obligation

Each Applicant acknowledges that third parties may submit information and applications to the Program Entities that may contain information, ideas, concepts, and approaches similar to, or the same as, those you submitted to the Open Call, and that the Program Entities may already be working on information, ideas, concepts, and approaches similar to, or the same as, those you submitted. By applying, each Applicant acknowledges and agrees that the Program Entities' actions with respect to another

application or work of their own, even if similar to, or the same as, your application, will not create any liability of any kind to the Program Entities or others involved in the Open Call. Each Applicant also acknowledges and agrees that participation in the Open Call and/or selection for an award does not create any obligation on the part of the Program Entities to promote, use in any way, or to take any further action regarding Application Materials or an Applicant's involvement in the Open Call.

11. GENERAL CONDITIONS

Contact Information. During the duration of the Open Call, each Applicant is solely responsible for maintaining the accuracy of all contact information provided to or for the Open Call. The Program Entities will not be responsible for communications sent to out-of-date or inaccurate contact information.

Error in Transmission. The Program Entities are not responsible for lost, late, incomplete, or misdirected applications; lost, interrupted, or unavailable network, server or other connections; miscommunications, computer or software malfunctions; transmission problems; technical failures; garbled transmissions; damage to a 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 Open Call.

Right to Cancel. The Program Entities reserve the right, in their sole discretion, to cancel, terminate, modify, or suspend the Open Call or any portion of it, and in that event the Program Entities shall have no further obligation to any Applicant. Nothing in this paragraph affects obligations with respect to grants already committed to or disbursed under an executed Grant Agreement.

Right to Disqualify. RFCC also reserves the right in its sole discretion to disqualify an Applicant or a grantee if the Applicant, the grantee, or any individual associated with either is found to be (a) tampering or attempting to tamper with the application process or the operation of the Open Call, or any website maintained or operated by the Program Entities; (b) using any robotic, macro, automatic programmed or like type of methods to submit applications (which does not include the use of artificial intelligence tools to assist in preparing Application Materials as permitted by Section 3.A); (c) violating these Open Call Rules; (d) submitting more applications than permitted by Section 3.A; or (e) engaging in unethical, inappropriate or disruptive action, or any action inconsistent with the Open Call or the charitable missions of RF and OAIF. The right to disqualify shall be in addition to any other legal remedies that may be available.

Third-Party Beneficiaries. Each Program Entity other than RFCC, including the Foundation and OAIF may enforce in its own right every provision of these Open Call Rules expressed to be for the benefit of the Program Entities, including Sections 7, 9, 10 and 12, whether as a party or as an intended third-party beneficiary. Except as stated in this paragraph, these Open Call Rules confer no rights on any person who is not a party to them.

Waiver. Any Program Entity's failure to enforce any term of these Open Call Rules will not constitute a waiver of that provision or bar the Program Entities from enforcing that term in the future.

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

Survival. Provisions relating to Use of Grant Funds and Compliance, Personal Data and Privacy, Confidentiality, Publicity and License Grant, Intellectual Property, Representations and Warranties, Limitation of Liability, Release, Indemnification, and Governing Law shall survive the expiration or termination of these Open Call Rules and shall continue to bind the parties with full force and effect.

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

12. LIMITATION OF LIABILITY, RELEASE & INDEMNIFICATION

A. Limitation of Liability

The monetary limitation in this Section 12.A applies to the application, evaluation, and selection process. Nothing in this Section 12 limits or varies the rights and obligations of RFCC and a grantee under an executed Grant Agreement, which will contain its own limitation of liability and which controls as between RFCC and that grantee.

BY APPLYING TO THE OPEN CALL, 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 OPEN CALL, INCLUDING AS APPLICABLE ANY TRAVEL, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION OR REPRESENTATIVE PROCEEDING; 2) THE TOTAL LIABILITY OF THE PROGRAM ENTITIES 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, ITS PERSONNEL, 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 ITSELF, ITS PERSONNEL, AND ANY OTHER REPRESENTATIVES) IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF EXCEPT WHERE NECESSARY TO PREVENT IRREPARABLE HARM THAT CANNOT BE ADEQUATELY COMPENSATED BY DAMAGES.

FOR THE AVOIDANCE OF DOUBT, NOTHING IN THESE PROVISIONS SHALL LIMIT OR EXCLUDE THE LIABILITY OF ANY PROGRAM ENTITY FOR: (A) DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE; (B) FRAUD OR FRAUDULENT MISREPRESENTATION; OR (C) ANY OTHER LIABILITY NOT PERMITTED TO BE EXCLUDED BY APPLICABLE LAWS.

B. Release

EACH APPLICANT ASSUMES ANY AND ALL RISKS ASSOCIATED WITH THE PREPARATION AND USE OF APPLICATION MATERIALS, WITH THE DESIGN, DEVELOPMENT, DEPLOYMENT AND OPERATION OF ITS PROJECT, AND WITH ANY TRAVEL ARISING FROM OR IN CONNECTION WITH THE OPEN CALL, AND EXPRESSLY WAIVES AND RELEASES ANY AND ALL CLAIMS OR CAUSES OF ACTION AGAINST THE PROGRAM ENTITIES, THEIR TRUSTEES, DIRECTORS, 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 SOLUTIONS AND IDEAS SUBMITTED TO THE OPEN CALL, FROM ANY TECHNICAL SUPPORT PROVIDED UNDER SECTION 5.D, AND FROM TRAVEL ARISING FROM OR IN CONNECTION WITH THE OPEN CALL, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. FOR THE AVOIDANCE OF DOUBT, THE FOREGOING SHALL NOT APPLY TO: (A) ANY DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE; OR (B) ANY OTHER LOSS WHICH CANNOT BE EXCLUDED UNDER APPLICABLE LAW.

C. Indemnification

YOU AGREE TO INDEMNIFY AND HOLD THE PROGRAM ENTITIES (AND REVIEWERS, SELECTION ADVISORY COMMITTEE MEMBERS, TECHNICAL ADVISORS, AND MENTORS) AND EACH OF THEIR EMPLOYEES, REPRESENTATIVES, AGENTS, ATTORNEYS, AFFILIATES, TRUSTEES, DIRECTORS, OFFICERS, AND MANAGERS (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 THESE OPEN CALL RULES, (2) BREACH OF ANY REPRESENTATION OR WARRANTY, OR (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), YOUR PROJECT, AND YOUR PARTICIPATION IN ANY WAY IN ANY ASPECT OF THE OPEN CALL, INCLUDING TRAVEL, TO THE EXTENT CAUSED BY YOUR WRONGFUL ACTS OR OMISSIONS. FOR THE AVOIDANCE OF DOUBT, THE FOREGOING SHALL NOT COVER LOSSES DUE TO THE NEGLIGENCE, FRAUD OR WILLFUL MISCONDUCT OF THE INDEMNIFIED PARTIES. IF YOU ARE OBLIGATED TO PROVIDE INDEMNIFICATION PURSUANT TO THIS PROVISION, THE INDEMNIFIED PARTY MAY, IN ITS 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 PARTY.

D. Governing Law

All issues and questions concerning the construction, validity, interpretation, and enforceability of these Open Call Rules 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 Program 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. The foregoing choice of law does not affect

the application of any mandatory provisions of the GDPR, the EU AI Act, any applicable national implementing or supplementary legislation, or any other applicable law that cannot be derogated from by agreement, to the extent such laws otherwise apply to the processing of personal data or to the artificial intelligence systems concerned.

Any litigation arising out of, in connection with, or relating to these Open Call Rules 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.

If you have any question about these Open Call Rules, please contact us at citiesdeliver@rockfound.org.

These Open Call Rules are effective as of the date first written above.

GRANTOR

RF Catalytic Capital, Inc.

420 Fifth Avenue, New York, NY 10018