

Application Terms and Conditions

Last updated June 2020

These terms and conditions (the **Application Terms**) govern how you can apply for funding from Global Innovation Fund (**GIF**, “**we**”, “**us**”, “**our**”).

The lead organisation identified in any application for funding (and referred to below as “the **applicant**” or “**you**”) will be responsible to GIF for ensuring compliance with these Application Terms, including compliance by its partner organisations and by any other person involved in the application.¹

If you have any questions or concerns about the Application Terms, please contact us at hello@globalinnovation.fund.

GIF is a not-for-profit company limited by guarantee registered in England and Wales with company number 9223487 and registered charity number 1171353 with registered office at 8 Devonshire Square, London EC2M 4PL.

Summary

The following points summarise the Application Terms, but please make sure you read the full Application Terms carefully before submitting an application.

- Submitting an application will not automatically lead to a funding offer from GIF. Applications are considered at GIF’s discretion, and we may not be able to contact every applicant to discuss their application.
- All funding offers are subject to GIF completing all due diligence on an applicant and agreement to a legally binding funding agreement.
- Unfortunately we cannot reimburse you for any costs or time incurred in applying to GIF.
- GIF will treat any information you supply in your application responsibly and according to all applicable UK laws.

1. Submitting an application

1.1 Applications may be submitted through GIF’s website at <https://www.globalinnovation.fund/apply/about/>, which also contains further details on the application process and information on our investment policy (including what we do not fund).

1.2 Please note that submitting an application will not, in itself, lead to a funding offer from GIF. Nothing in these Application Terms, any content on GIF’s website or any conduct of GIF employees in assessing or responding to an application should be construed as an offer of funding from GIF. Until you and GIF have signed a legally binding funding agreement, there is no express or implied commitment from GIF to provide funding.

1.3 By submitting an application, the lead contact confirms to GIF that:

¹ In these Application Terms, references to a “**person**” include references to any individual, firm, company, government, state or agency of a state, or any joint venture, association, partnership, works council or employee representative body (whether or not having a separate legal personality).

- (a) they have the appropriate permissions and authorisations to submit an application, and GIF takes no responsibility for doing so.
- (b) the application is your own work and/or that you have the right to make it available to GIF for the requested purpose.
- (c) The information provided in the application is true and correct.

2. **GIF's review of applications**

- 2.1 All applications are reviewed and progressed at GIF's absolute discretion. We may take such steps as we deem are necessary to ensure the application process is as efficient as possible, including:
- (a) limiting the amount of funding that may be applied in total or to any one applicant;
 - (b) limiting the total number of applicants that may apply in a particular time period;
 - (c) discontinuing any discussions or negotiations with a potential recipient of funding;
 - (d) waiving any defects or irregularities in any application or how these Application Terms apply to a particular organisation.
- 2.2 GIF aims to review and respond to every application it receives, but, due to the volume of applications we receive, this may not always be possible.
- 2.3 Unfortunately we cannot reimburse applicants for any costs they incur in relation to their application.
- 2.4 GIF's decisions on whether an application can proceed to a further stage of the application process, or receive a funding offer, are final. Before GIF offers a legally binding offer of funding, all applicants must complete GIF's due diligence process and all applicable legal and regulatory requirements.
- 2.5 GIF cannot offer advice to applicants on the terms of any funding offer by GIF. We recommend that you seek independent professional advice, in particular before entering into any legally binding funding agreement.

3. **How we will treat your information**

- 3.1 GIF recognises the potential sensitivity of the information that may be provided to it by applicants. GIF agrees to keep an applicant's Confidential Information confidential and shall not: (i) use such Confidential Information for any purpose other than the purpose for which it was requested; or (ii) disclose such Confidential Information in whole or in part to any third party except as permitted by this paragraph. GIF may disclose an applicant's Confidential Information: (x) to its employees, officers, reviewers, advisers and other representatives who need to know such information for the purposes of performing their duties to GIF (including in order to enable us and them to process, review and assess any application for funding that you may make to us) provided that GIF shall make any such person aware of the confidential nature of such information; (y) as may be required by law, by a court of competent jurisdiction or any governmental or regulatory authority; and (z) to the extent that an applicant has given its consent to such sharing of information (whether by checking the relevant boxes on the

application forms or otherwise), to such potential third party funders or other potential third party providers of support to the applicant as GIF may, in its absolute discretion, consider to be appropriate provided that GIF shall make any such person aware of the confidential nature of such information.

- 3.2 For the purpose of this paragraph 3, “**Confidential Information**” means any information that is marked confidential relating to: (i) the business, affairs, customers, clients, suppliers, plans or market opportunities of the applicant; and (ii) the operations, processes, product information, know-how, designs, trade secrets or software of the applicant EXCLUDING any information that is in, or comes into, the public domain otherwise than by breach of this paragraph.
- 3.3 Please see GIF’s [Investment Privacy Notice](#) for information on how and for what purposes GIF will process personal information supplied by applicants. Before submitting an application, the lead contact should provide a copy of the Investment Privacy Notice to any individual whose personal information is included in the application.

4. **Other important terms**

- 4.1 We may revise these Application Terms at any time by amending these pages in such a way as we, in our absolute discretion, see fit. Please check our website from time to time to take notice of any changes that we have made. If you make an application after any change has been made then you will be deemed to have accepted the change and such change will be binding upon you.
- 4.2 GIF will not be liable to any person who submits an application, their partners or anyone else in respect of any loss of any nature arising as a result of, or in connection with, such application including, without limitation, in connection with reliance by any such person upon any statement made, or advice given, by or on behalf of GIF. GIF does not make any representation or warranty to any person as to the accuracy or completeness of any of the information set out on our website or in any other materials or documents that may be produced by, or on behalf of, or in respect of, GIF. Nothing in these Application Terms excludes or limits GIF’s liability for death or personal injury arising from its negligence, or its fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.
- 4.3 If any of these Application Terms are deemed to be illegal, invalid or otherwise unenforceable then this will not affect the legality, validity or enforceability of the remaining Applicant Terms.
- 4.4 These Application Terms, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. You and we both agree that that the courts of England and Wales will have exclusive jurisdiction.