

Google News Initiative Program Application Terms and Conditions

These application terms and conditions (“**terms and conditions**”) describe the eligibility conditions for participating in Google News Initiative programs (each a “**Program**”). By submitting an application to participate in a Program, you accept these terms and conditions.

1. Definitions and Interpretation.

1.1. In these terms and conditions:

“**APAC**” means collectively Bangladesh, Bhutan, Brunei, Cambodia, Cook Islands, East Timor, Easter Island, Fiji, Hong Kong SAR, Indonesia, Laos, Macau SAR, Malaysia, Maldives, Mongolia, Myanmar, Nepal, New Caledonia, Pakistan, Papua New Guinea, Philippines, Samoa, Singapore, Solomon Islands, South Korea, Sri Lanka, Taiwan, Thailand, Tokelau, Tonga, Tuvalu, Vanuatu, and Vietnam.

“**Affiliate**” and “**Affiliates**” means any entity that directly or indirectly controls, is controlled by, or is under common control with, a party.

“**Business Sensitive Information**” means Confidential Information, relating to you or any other third party that is highly sensitive such that disclosure to a competitor would cause substantial harm to you (or other third party).

“**Confidential Information**” means information that one party (or an Affiliate) discloses to the other party under these terms and conditions, and that is marked as confidential or would normally be considered confidential information under the circumstances. It does not include information that is independently developed by the recipient, is rightfully given to the recipient by a third party without confidentiality obligations, or becomes public through no fault of the recipient.

“**Data Protection Legislation**” means, as applicable: (a) the GDPR; and/or (b) any other applicable data protection or privacy laws and regulations in the region where the applicable Program is operated in.

“**EMEA**” means collectively Albania, Andorra, Angola, Austria, Bahrain, Belgium, Benin, Bosnia and Herzegovina, Botswana, Bulgaria, Burkina Faso, Burundi, Cameroon, Cape Verde, Central African Republic, Chad, Comoros, Congo (Brazzaville), Croatia, Cyprus, Czech Republic, Democratic Republic of Congo (DRC), Denmark, Djibouti, Egypt, Equatorial Guinea, Eritrea, Estonia, Ethiopia, Finland, France, Gabon, Georgia, Germany, Ghana, Greece, Guinea, Guinea-Bissau, Hungary, Iceland, Iraq, Ireland, Israel, Italy, Ivory Coast, Jordan, Kenya, KSA, Kuwait, Latvia, Lebanon, Lesotho, Liberia, Libya, Liechtenstein, Lithuania, Luxembourg, Madagascar, Malawi, Mali, Malta, Mauritania, Mauritius, Monaco, Montenegro, Morocco, Mozambique, Namibia, Netherlands, Niger, Nigeria, North Macedonia, Norway, Oman, Palestine, Poland, Portugal, Qatar, Romania, Rwanda, San Marino, Sao Tome and Principe, Senegal, Serbia, Seychelles, Sierra Leone, Slovakia, Slovenia, Somalia, South Africa, South Sudan, Spain, Sudan, Swaziland, Sweden, Switzerland, Tanzania, The Gambia, Togo, Tunisia, Turkey, UAE, Uganda, Ukraine (excluding the so-called Donetsk People's Republic (DNR) and Luhansk People's Republic (LNR)), United Kingdom, Western Sahara, Zambia, and Zimbabwe.

“**GDPR**” means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.

“**Google**”, “**our**”, and “**we**” means either:

Google LLC (whose principal place of business is at 1600 Amphitheatre Parkway Mountain View, California 94043 USA) for applicants located in the United States, U.S. Overseas Territories, Canada, or LATAM;

Google Ireland Limited (whose principal place of business is at Gordon House, Barrow Street, Dublin 4 Ireland) for applicants located in EMEA; or

Google Asia Pacific Pte. Ltd. (whose principal place of business is at 70 Pasir Panjang Road #03-71, Mapletree Business City, Singapore, 117371) for applicants located in Australia, India, Japan, New Zealand, Singapore or APAC.

“**Intellectual Property Rights**” means all copyright, moral rights, patent rights, trade and service marks, design right, rights in or relating to databases, rights in or relating to confidential information (including trade secrets), rights in relation to domain names, and any other intellectual property rights (registered or unregistered) throughout the world.

“**LATAM**” means collectively Antigua and Barbuda, Argentina, The Bahamas, Barbados, Bolivia, Brazil, Chile, Colombia, Costa Rica, Dominica, Dominican Republic, Ecuador, El Salvador, Grenada, Guatemala, Haiti, Honduras, Jamaica, Mexico, Nicaragua, Panama, Paraguay, Peru, Saint Kitts and Nevis, Saint Lucia, Saint Vincent and the Grenadines, Trinidad and Tobago, and Uruguay.

“**Personal Data**” means any personal data (as defined under Data Protection Legislation) that is processed by a party under these terms and conditions in connection with the Project.

“**Website**” means the Google News Initiative website at <https://rsvp.withgoogle.com/>.

“**you**” and “**your**” means you in your capacity as an applicant.

- 1.2. In these terms and conditions: (a) “**including**” means “including but not limited to”; and (b) examples are illustrative only and not the sole examples of a particular concept.
- 1.3. Google may update from time to time the contents and locations of any URL listed in these terms and conditions.

2. Eligibility.

- 2.1. Requirements. Subject to Section 2.2 (Restrictions), to be eligible to participate in a Program you must:
 - (a) be able to demonstrate that you’ve been professionally involved in the news or media industry for at least 12 months; and
 - (b) be a registered company, incorporated association or organization, registered academic or non-profit body, registered freelancer, or registered sole trader (or the local equivalent in your region).
- 2.2. Restrictions. The following are not eligible to participate in any Program:

- (a) solely or substantially government-owned entities;
- (b) unregistered organizations;
- (c) individuals, unless you are a registered freelancer or sole trader (or the local equivalent in your region);
- (d) Google employees or contractors; and
- (e) organizations or individuals solely or substantially managed or operated by any person that is engaged to make selection decisions for the Program which you are applying for, including any person that is an immediate family member or lives in the same household as such a person.

2.3. Program-specific Requirements. In addition to the eligibility requirements in this Section 2 (Eligibility), certain Programs may have Program-specific eligibility requirements listed on the Website which you must also meet in order to participate in those Programs. For example, a Program may require applicants to be based in a certain geographic region. The eligibility requirements on the Website will take precedence over any conflicting eligibility requirements in these terms and conditions.

3. Applications.

- 3.1. Applications must be submitted in accordance with the process and instructions described on the Website, which may be varied at Google's discretion.
- 3.2. Applications must include all information and materials as requested on the Website.
- 3.3. We may request additional documentation to assess your application, and we reserve the right to screen each applicant, including against any applicable government sanctions list, in order to verify eligibility.
- 3.4. The parties acknowledge that these terms and conditions and each Program are not intended to alter or undermine your editorial independence, and Google's participation in the Programs is solely to provide for and facilitate the development of tools and other technologies in support of the publishing industry.

4. Selection.

- 4.1. If you are submitting an application for a specific Program, you must submit your application before the deadline described on the Website for that Program. If no deadline is listed, then applications for that Program are accepted on a rolling basis and you may submit your application at any time.
- 4.2. There is no limit to the number of applications you can submit, however multiple applications for the same Program offering will not be reviewed. If a Program is offered multiple times during the year, you may only participate in that Program once per year.
- 4.3. If Google determines that it is unable to offer a Program in a certain territory, Google reserves the right to disqualify all applicants that have not already been selected for that Program in that territory.

5. Selection Process.

- 5.1. Applicant eligibility decisions will be made at the discretion of Google (which may include employees of Google and Google's contractors such as third-party advisors and industry expert partners selected by Google for the purpose of assessing applications for a Program).
- 5.2. Google will evaluate all applications from eligible applicants and applications will be accepted on a rolling basis.
- 5.3. We will inform applicants of our decisions by contacting them on a rolling basis by email. If you are selected to participate in a Program, you must promptly respond to indicate your commitment to participate. We may withdraw your selection to the Program if: (a) we do not receive a response from you within 30 days of our notification to you regarding your selection; or (b) you are in breach of these terms and conditions or any other applicable Program-specific terms and conditions or policies.
- 5.4. The approximate timeframes for applicant selection may be published on the Website and are subject to change from time to time.

6. Participation Requirements.

- 6.1. Program-specific Requirements. Certain Programs may have Program-specific participation requirements ("**Additional Requirements**") which will be listed in the application form for those Programs. For example, a Program related to improving your ad revenue will require you to share 'read' access to Google analytics with the Google News Initiative. By submitting an application for a Program with Additional Requirements and for as long as you participate in that Program, you agree to comply with the Additional Requirements including: (a) sharing data solely to the extent necessary to participate successfully in the Program; (b) sharing results and learnings with other Program participants solely for Program-related purposes such as knowledge-sharing; (c) dedicating a set number of hours for Program activities; (d) ensuring you have your company's executive or leadership support to participate; and (e) making a public announcement relating to your participation.
- 6.2. Studies. You agree that as a condition of your application, Google may publicize studies relating to your participation in Programs and Google may use the learnings from and results of those studies, including in publicized playbooks, case studies, and other marketing, educational, or promotional tools or materials.
- 6.3. Google Products and Services. If Google provides any products or services to Partner or any third party under these terms and conditions, the terms of use and Google policies generally applicable to those products or services will apply, and these terms and conditions will not modify those terms of use or Google policies.

7. Compliance with Laws.

- 7.1. Compliance with Laws. You are responsible for complying with all applicable laws related to your participation in the Programs, including: (a) export laws and trade sanctions regulations; (b) competition laws; (c) intellectual property laws; (d) tax laws; (e) labor laws; and (f) local laws in the country in which you reside in, are registered in, are incorporated in, or operate in, as applicable (such as the Foreign Contribution (Regulation) Act, 2010 (FCRA), as amended from time-to-time for applicants in India).

- 7.2. Compliance with Anti-Bribery Laws. In performing your obligations under these terms and conditions, you will comply with all applicable commercial and public anti-bribery laws (“**Anti-Bribery Laws**”), including the U.S. Foreign Corrupt Practices Act of 1977 and the UK Bribery Act of 2010, which prohibit corrupt offers of anything of value, either directly or indirectly to anyone, including Government Officials, to obtain or keep business or to secure any other improper commercial advantage. You will not make any facilitation payments, which are payments to induce Government Officials to perform routine functions they are otherwise obligated to perform. “**Government Officials**” include any government employee; candidate for public office; and employee of government-owned or government-controlled companies, public international organizations, and political parties.
- 7.3. Anti-Bribery Due Diligence. You will make commercially reasonable and good faith efforts to comply with Google’s anti-bribery due diligence process, including providing requested information.

8. Termination.

8.1. Termination.

- (a) Termination due to applicable law. Google may terminate these terms and conditions immediately on written notice if Google (acting reasonably) determines that it is impracticable to continue operating the Program or it is unable to offer the Program to you in light of applicable laws.
- (b) Termination due to circumstances beyond reasonable control. Either party may terminate these terms and conditions immediately on written notice if the other party has been prevented from performing its obligations under this Agreement as a result of circumstances beyond its reasonable control for a period of 30 days.

- 8.2. Effects of Termination. On expiration or termination of these terms and conditions for any reason, Sections 8 (Termination) to 17 (Governing Law; Arbitration), and any other sections that under their terms or by implication ought to survive, will survive.

9. Intellectual Property Rights; Non-exclusivity.

- 9.1. Use of Your Application. Subject to Section 10 (Confidentiality and Publicity), You agree that your application and any information and materials provided to us by you, or on your behalf, may be used by Google and our contractors and Affiliates for the purpose of performing our rights and obligations under these terms and conditions including: (a) assessing your application; (b) assessing your ongoing compliance with these terms and conditions; and (c) preparing and sharing studies. You will not assert, and make sure that any third parties who have moral rights in the materials will not assert any moral rights in the materials provided to us. We will not use your application or any of your information and materials in any other way without your express permission.
- 9.2. Retention of Rights. Except as expressly stated in these terms and conditions, as between you and us, you retain ownership of your Intellectual Property Rights in and to your application and any other information or materials provided to us by you, or on your behalf, as part of the application. Nothing in these terms and conditions grants you or your Affiliates any rights to, or interest in, any Intellectual Property Rights of Google or its Affiliates.

- 9.3. Non-exclusivity. Google and its Affiliates may independently create, develop, purchase, sponsor, or participate in projects related to or similar to your Project and the subject matter of your application.

10. Confidentiality and Publicity.

- 10.1. Confidentiality Obligations. The recipient will not disclose the other party's Confidential Information, except to employees, Affiliates, agents, professional advisors, or third-party contractors ("**Delegates**") who need to know it and who have a legal obligation to keep it confidential. The recipient will use the other party's Confidential Information only to exercise rights and fulfill obligations under these terms and conditions while using reasonable care to protect the Confidential Information. The recipient will ensure that its Delegates are also subject to the same non-disclosure and use obligations. The recipient may disclose Confidential Information when required by law after giving reasonable notice to the other party, if permitted by law.
- 10.2. Business Sensitive Information. You will not share Business Sensitive Information with us in your application or in the course of your participation in a Program except with our prior written consent and only if you label all disclosed Business Sensitive Information as 'Highly Confidential'.
- 10.3. Publicity. We intend to be transparent and to publicize our activities in relation to each Program. We may use information you submit in your application to prepare and share studies, and you agree that we may contact you with follow-up questions in connection with these studies. You agree it is a condition of your application that we may publicize in any medium online or offline, including at events, in speeches, in our annual report, and through social media: (a) aggregated data describing Program participants' company demographics such as size, location, and industry; and (b) specific information about Program participants including the company names and business locations of participants and information about the Programs they participated in. We will aim to inform you in advance of any such publication.

11. Your Personal Data.

- 11.1. Any Personal Data provided by you to Google in connection with the Program will be used in accordance with Google's Privacy Policy at <https://policies.google.com/privacy>.
- 11.2. If required by applicable Data Protection Legislation, you represent, warrant and undertake that you will obtain the appropriate consents from the relevant data subjects, in compliance with applicable Data Protection Legislation, to allow Google to use Personal Data for the purposes of processing your application or any publicity in accordance with these terms and conditions.

12. Right to Cancel, Modify or Disqualify.

- 12.1. Cancellation and Modification. In the event of circumstances beyond Google's reasonable control including changes to applicable laws, Google may cancel, modify, or suspend a Program or cancel or amend the terms of the application process on notice to you. If you receive notice from Google under this Section 12.1 (Cancellation and Modification), you may terminate these terms and conditions immediately on notice to Google and withdraw from participating in any Programs, as applicable.

- 12.2. **Disqualification.** In our discretion, we may disqualify or refuse applications from any applicant who: (a) is in breach of these terms and conditions or any applicable Program-specific terms and conditions or policies; or (b) provides false, misleading, or otherwise dishonest information to Google.

13. Representations and Warranties.

- 13.1. **By Both Parties.** Each party represents and warrants to the other that: (a) it has the power and authority to enter into these terms and conditions; and (b) it will use reasonable care and skill in complying with its obligations under these terms and conditions.
- 13.2. **By You.** You represent and warrant that:
- (a) the information you provide to us in your application is true and correct;
 - (b) you have and will maintain any necessary agreements, approvals, releases, licenses and rights (including moral rights where appropriate) for the purposes of: (i) participating in a given Program; and (ii) sharing any information and materials with us in connection with your participation in a given Program;
 - (c) you have not entered into any other agreement or obligation which would prevent you from fulfilling your obligations under these terms and conditions; and
 - (d) the use by Google or its Affiliates of anything delivered or licensed to Google by you under these terms and conditions will not infringe or violate any third party's rights (including Intellectual Property Rights).
- 13.3. **Disclaimers.** To the maximum extent permitted by applicable law:
- (a) the parties' only representations and warranties under these terms and conditions are expressly stated in this section; and
 - (b) subject to Section 15.2 (Unlimited Liabilities), the parties disclaim all other representations and warranties (express or implied), including any warranties of merchantability, satisfactory quality, non-infringement, and fitness for purpose.

14. Defense and Indemnity

- 14.1. **Obligations.** You will defend and indemnify Google and its contractors and Affiliates, directors, officers, and employees against all liabilities, damages, losses, costs, fees (including legal fees), and expenses relating to any allegation or third-party legal proceeding to the extent arising from an allegation that Google's use of any part of your application, including any materials provided by you to Google under these terms and conditions infringes or violates a third party's Intellectual Property Rights.
- 14.2. **Exclusions.** Section 14.1 (Obligations) will not apply to the extent the underlying allegation arises from Google's breach of these terms and conditions or from modifications or combinations to your application, including any materials provided by you to Google under these terms and conditions that were not provided or authorized by you.

15. Liability.

- 15.1. **Limited Liabilities.** To the extent permitted by applicable law and subject to Section 15.2 (Unlimited Liabilities):

- (a) **neither party will have any liability arising out of or relating to these terms and conditions for any:**
 - (i) **lost profits, revenues, goodwill, or savings; or**
 - (ii) **indirect, consequential, special, incidental, or punitive damages;**
- (b) **each party's total liability arising out of or relating to these terms and conditions is limited to USD \$500.**

15.2. **Unlimited Liabilities.** Nothing in these terms and conditions excludes or limits either party's liability for:

- (a) **death or personal injury resulting from its negligence or the negligence of its employees, contractors, or agents;**
- (b) **fraud or fraudulent misrepresentation;**
- (c) **its obligations under Section 14 (Defense and Indemnity); or**
- (d) **for matters for which liability cannot be excluded or limited under applicable law.**

16. General.

- 16.1. **Notices.** All notices must be in English and in writing. Notices of breach or termination must be addressed to the other party's Legal Department. The address for notices to Google's Legal Department is legal-notices@google.com. All other notices must be addressed to the other party's primary contact. Emails are written notices. Notice will be treated as given on receipt, as confirmed by written or electronic records.
- 16.2. **Assignment.** Except by Google to its Affiliates neither party may assign any part of these terms and conditions without the written consent of the other.
- 16.3. **Change of Control.** If you experience a change of control (for example, through a stock purchase or sale, merger, or other form of corporate transaction) or sells all or substantially all of its assets: (a) you will give written notice to Google within 30 days after the change of control; and (b) Google may immediately terminate these terms and conditions any time between the change of control and 30 days after it receives that written notice from you.
- 16.4. **Subcontracting.** You may not subcontract any of your obligations under these terms and conditions without Google's prior written consent, but you may retain professional advisors at your discretion to ensure that you comply with applicable laws. You will remain liable for all subcontracted obligations and all of its subcontractors' acts or omissions.
- 16.5. **Force Majeure.** Neither party will be liable for failure or delay in performance to the extent caused by circumstances beyond its reasonable control.
- 16.6. **No Waiver.** A party's delay or omission in exercising any right under these terms and conditions will not be treated as a waiver of that right.

- 16.7. Independent Contractors: No Agency. The parties are independent contractors. These terms and conditions do not create any agency, partnership, joint venture, or employment relationship.
- 16.8. No Third-Party Beneficiaries. There are no third-party beneficiaries under these terms and conditions unless these terms and conditions expressly states that there are. Google's contractors and Affiliates are third-party beneficiaries to the extent this Agreement expressly grants them rights. The parties can amend, rescind, or terminate these terms and conditions without any third-party beneficiary's consent.
- 16.9. Entire Agreement. These terms and conditions state all terms agreed between the parties and supersedes all other terms and conditions between the parties relating to its subject matter. In entering into these terms and conditions, the parties have relied solely on the express statements in these terms and conditions. Neither party has relied on, and neither party will have any right or remedy based on, any other statement, representation or warranty (whether made negligently or innocently).
- 16.10. Severability. If any part of these terms and conditions is invalid, illegal or unenforceable, the rest of these terms and conditions will remain in effect.
- 16.11. Conflicting Languages. To the extent any translated version of these terms and conditions is inconsistent with the English version, the English version will govern.
- 17. Governing Law; Arbitration. California law will govern all disputes arising out of or relating to this Agreement, or any related Google products or services, regardless of any conflict of laws rules.**
- 17.1. If you or your organization is registered in the United States, U.S. Overseas Territories, Canada, Australia, New Zealand, Singapore, India or Japan, the following terms apply: **These disputes will be resolved exclusively in the federal or state courts of Santa Clara County, California, USA, and the parties consent to personal jurisdiction in those courts.**
- 17.2. If you or your organization is registered in APAC or LATAM, the following terms apply:

- (a) Governing Law. This Agreement is governed by California law.
- (b) Arbitration
 - (i) Definitions. “**Dispute**” means any contractual or non-contractual dispute regarding this Agreement, including its formation, validity, subject matter, interpretation, performance, or termination.
 - (ii) Settlement. The parties will try in good faith to settle any Dispute within 30 days after a party receives the first notice regarding the Dispute in accordance with Section 16.1 (Notices). If the parties are unable to resolve the Dispute within this 30-day period, either party may refer the Dispute to arbitration in accordance with Section 17.2(b)(iii) (Arbitration).
 - (iii) Arbitration. The parties will refer all Disputes to final, binding arbitration under the rules of the American Arbitration Association’s International Centre for Dispute Resolution in accordance with its Expedited Commercial Rules (“**Rules**”). The arbitration will be conducted in English by one arbitrator in Santa Clara County, California, USA, which will be the seat of arbitration.
 - (iv) Confidentiality. The arbitration is Confidential Information (including the arbitration’s existence and any oral or written information related to it). However, the parties may disclose to a competent court information necessary to execute any arbitral decision, but only if the confidentiality of those materials is maintained in those judicial proceedings.
 - (v) Non-Monetary Relief. The arbitrator may only issue its award based on law, not in equity, and may not award non-monetary relief.
 - (vi) Fees and Expenses. Each party will bear its own lawyers’ and experts’ fees and expenses, regardless of the arbitrator’s final decision regarding the Dispute.

17.3. If you or your organization is registered in EMEA, the following terms apply: English law will govern this Agreement and all contractual or non-contractual) disputes arising out of or relating to this Agreement. These disputes will be resolved exclusively in the courts of England, and the parties submit to the jurisdiction of those courts save that either party may apply to any court for an injunction or other relief to protect its Intellectual Property Rights.