

## Application Terms and Conditions

These terms and conditions ('Application Terms') apply to the process by which an applicant may apply for funding from the Innovations Against Poverty Fund (IAP) in order to fund innovative Inclusive Business ideas.

IAP is a specialised challenge fund capitalised by Sida (Swedish Development Organisation) and managed by SNV the Netherlands Development Organisation (SNV) in partnership with BoP Innovation Center (BoP Inc.) and Inclusive Business Sweden (IB Sweden).

It is important that you read carefully and understand these Application Terms before submitting an application for funding from IAP and note that by submitting an application for funding from IAP you accept these terms and conditions and agree that you will comply with them. The lead applicant identified in any application for funding will be responsible to IAP for ensuring compliance with these Application Terms by its partner organisations and by any other person involved in such application.

In this document, references to an 'applicant' refer to any form of entity or individual applying for IAP support.

1. Neither through these Application Terms nor through any other provisions set out in, or content of, our website nor by any other means or conduct will IAP be entering into, or being deemed to make an offer, enter into any negotiations, or enter into a contract with any applicant. Applicants for IAP support receive no rights whatsoever as a consequence of their submission of such application and IAP has no express or implied obligations or responsibilities to them except as set out in these Application Terms below and except as may be set out in any legally binding funding agreement that may be entered into between IAP and such applicant(s), and on such terms, as IAP shall, in its absolute discretion, approve.
2. There is no express or implied commitment from, or obligation of any nature upon, IAP to fund, or to agree to fund, or to enter into any negotiations to seek to fund, any applicant who may submit an application for funding or upon whose behalf an application for funding may be submitted.
3. IAP may, in its absolute discretion and at any time:
  - a. Reject any applications that it may receive for such reason as it shall, see fit with or without notice and with or without giving reasons for doing so;
  - b. cease to make any funding available to any applicant for any reason at any time;
  - c. cease any negotiations that may have been entered into with any applicant in respect of the possible provision of funding to it for any reason;
  - d. limit the duration of the call for applications at any time;
  - e. limit the amount of funding that may be applied for in aggregate or by any single applicant;
  - f. change the nature of terms and conditions of the funding support;
  - g. waive any irregularities or defects in any application, but without any obligation to do so; and
  - h. revise the Applications Terms at any time by amending these pages in such a way as it, in its absolute discretion, sees fit.<sup>1</sup> If you make an application after any changes have been made then you will be deemed to have accepted the change and such change will be binding upon you.
4. IAP is not responsible for, and will under no circumstances reimburse any applicant for, any costs that may be incurred by any applicant in drafting and/or submitting an application for funding to IAP or otherwise in respect of any discussions or negotiations with IAP or otherwise in connection with any application for funding from IAP.
5. IAP's decision as to which applicants for funding from IAP (if any) qualify either to be invited to submit a full application, and/or to enter into negotiations, and/or to receive any funding of any nature, and/or the amount of, and terms and conditions attached to, any such funding will be final.

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<sup>1</sup> Please check these pages from time to time to take notice of any changes that have been made.

6. Unless specifically and expressly agreed to the contrary, IAP does not enter into any contract of any nature via email or through any transmissions made through our website.
7. Any applicant who submits an application for funding to IAP must, in so doing, act lawfully, ethically and in good faith and must at all times fully comply with all applicable laws, regulations, guidelines, policies and procedures and codes of practice.
8. Where you submit any application or other information to IAP you consent to IAP using that information for the purpose for which it was requested; you confirm that any such information is your own work and/or that you have the right to make it available to IAP for the requested purpose; you agree to indemnify IAP and to keep it indemnified against all costs, expenses, damages and other losses of any nature that it may suffer as a result of your breach of the provisions of the undertakings and confirmations set out in this paragraph.
9. IAP 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. Confidential Information may be disclosed to IAP its employees, officers, advisers and other representatives who need to know such information for the purpose of performing their duties to IAP provided that IAP shall make any such applicant aware of the confidential nature of such information.
10. For the purpose of paragraph 9, Confidential Information shall mean 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 which is in, or comes into, the public domain otherwise than by breach of paragraph 9.
11. IAP will not be liable to any applicant 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 applicant upon any statement made, or advice given, by or on behalf of IAP. IAP does not make any representation or warranty to any applicant 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, IAP. For the avoidance of doubt, nothing in these Application Terms excludes or limits IAP'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.
12. By submitting this online application, you agree that you have read, understood and agreed with the provisions in these Application Terms.

If you have any concerns or questions about the provisions in these Application Terms and/or their meaning, please contact IAP at [support@innovationsagainstpoverity.org](mailto:support@innovationsagainstpoverity.org).