mozilla

Mozilla Gigabit Community Fund
Rules, Terms and Conditions

Overview: Mozilla Foundation ("Mozilla" or "Sponsor") is a global non-profit organization with a mission to promote openness, innovation and opportunity on the Web. With support from the United States National Science Foundation ("NSF"), Mozilla presents this Gigabit Community Fund (the "Fund") to help foster and support the development of applications and associated curricula running on next-generation networks that could improve people's everyday lives through creating new education and workforce development opportunities. Proposals submitted to the Gigabit Community Fund may be based on projects funded in the separate Mozilla Ignite Challenge conducted prior to this Gigabit Community Fund, building off existing ideas and funding, or may be based entirely on new ideas.

Submission Period :   The Gigabit Community Fund Spring ("Spring Pilot Period") Request for Proposals ("RFP") opens on Wednesday, February 26, 2014 at 12:00:01 AM U.S. Pacific Time ("PT"), and all proposals for projects must be received by Friday, March 28, 2014 at 11:59:59 PM PT to be considered in the first round of the Fund ("Spring Pilot Period"). Submissions to be considered for the second round of the Fund ("Summer Pilot Period") open on Monday, May 19, 2014 at 12:00:01 AM U.S. Pacific Time ("PT"), and are due Friday, June 20, 2014 at 11:59:59 PM PT. Late submissions may be considered at Sponsor's discretion.

Who Can Participate: Participation is open to companies, academic institutions, and non-profit organizations (each an "Applicant"). References in this document to "you" shall refer to Applicant. Funding will not be granted to unaffiliated individuals acting on their own. Each Applicant must include at least one affiliated organization located in the Chattanooga, TN or Kansas City, MO metropolitan region. Employees of Mozilla, NSF, and their respective subsidiaries, affiliates, agents and their immediate families and people living in their households, are not eligible to participate. Fund evaluators shall recuse themselves from evaluating and reviewing any entry to which they have a direct connection, whether through employ, affiliation, partnership or other contractual obligation or relational context that creates the consensus amongst the Fund evaluators of a conflict of interest. Sponsor, at its sole discretion, shall determine eligibility of any individual or entity, and may disqualify any Applicant or individual participant at any time for any reason.

The person making the submission on behalf of an Applicant (the "Lead Contact") must: (a) be at least 18 years of age; (b) identify himself or herself by name as Lead Contact and provide the names of all individuals or organizations participating in developing the proposal; (c) certify that he or she has the right to act on behalf of the Applicant; (d) agree to these Terms on behalf of the Applicant, and (e) be a legal resident or citizen of the United States or hold a lawfully issued student visa, work permit, or other documentation entitling the Lead Contact to work or receive compensation for work in the United States.

Submission Process: Registration and submissions will be accepted during the submission period via the Fund website.   All registrations and submissions must be in English. By registering and providing an email

address, Applicant agrees to receive email communications from Sponsor related to the Fund.

All sections of the registration and/or submission forms must be completed to be a valid submission into the Fund ("Submission"). Late submissions may be considered at Sponsor's discretion. All submissions are final upon entry.

LIMIT THREE (3) SUBMISSIONS PER APPLICANT. Any subsequent Submissions from the same Applicant or email address will be disqualified. In the event of a dispute over the identity of an Applicant, he/she will be deemed to be the account holder of the email account associated with that person during the registration/submission process on the Fund website. In the event two or more Submissions/proposals describe substantially similar projects, the evaluator's determination of the qualitatively superior proposal will determine which Submission is considered.

No responsibility is assumed for lost, late, incomplete, invalid, illegible, incorrect, inaccurate or misdirected registrations or Submissions, all of which are void; or for any error, human, technical or otherwise that may occur in the processing of Submissions.

Submission Form Requirements: Each Fund Applicant must clearly and concisely compile all of the following mandatory sections of the Fund submission components, to be saved and submitted in a PDF that is no larger than 10 MB, and uploaded with the official submission form. Applicants may also include optional materials in the submission document as noted below. Collectively, this constitutes a "Fund Proposal."

1. Applicant Organization
2. Project Title
3. Project Summary (144 characters)
4. Project City (Kansas City / Chattanooga)
5. Name of Project Lead Contact
6. E-mail of Project Lead Contact
7. Phone Number of Project Lead Contact
8. Who is your team? (Name, organization, and 50 word bio for each team member)
9. Project Overview limit 500 words)
10. What community challenge in workforce development or education does your project help solve? (limit 150 words)
11. How does your project take advantage of the gigabit network in Chattanooga or Kansas City? (limit 150 words)
12. Who is your target audience for this project? What will they learn? (limit 150 words)
13. What specific metrics and/or evaluation will you use to assess the impact of your project? (limit 300 words)
14. Brief project timeline (Note that the pilot period is 12 weeks.)
15. Mozilla works in the open. How will you document and share your project progress with the community? (limit 150 words)
16. List any and all key partners and/or collaborators with whom you are pursuing or actively working, including the nature of the relationship, notable organizational differences and similarities, and the purpose of the relationship to your project. (limit 300 words)
17. How will you continue your project at the end of the pilot period? (limit 150 words)

18. How can we help make your project successful if funded? (limit 150 words)
19. Requested funding amount (Grants will range from $5K-30K, and each project budget will be unique to the project's requirements.)
20. Project budget detailing how funds will be used and how/if other funding will be brought to bear
21. Optional: Other supporting materials or resources which may help the evaluators understand your Fund Proposal (include any applicable links in list form (i.e. pitch video, GitHub repository URL, images, wireframes, prototypes, YouTube videos, slide decks, etc.) - limit 5 links)

Each Fund Proposal must comply with any word limits or other terms or requirements on the Fund website. The Sponsor, at its sole discretion, reserves the right to disqualify any Submission not in compliance with these Terms, for any reason.

Submissions and any subsequent communications or postings associated with the Fund may not contain advertisements, commercial endorsements, or any material that is indecent, obscene, hateful, discriminatory, defamatory, slanderous, libelous, unlawful or otherwise inappropriate as determined by Sponsor in its absolute discretion. Any inappropriate Submissions or material may be disqualified by Sponsor in its absolute discretion.

Fund Evaluation: Evaluation of Submissions will occur during the Proposal Review Period as described below. The decisions of the evaluators will be final in all instances.

Each Fund Proposal will be initially screened for three mandatory criteria: (a) Will the project be piloted in the Chattanooga, TN or Kansas City, MO metropolitan region; (b) Does the project focus on education or workforce development; and (c) Does it leverage next generation networking technologies like ultra high speed networking and software-defined networking. Those Fund Proposals meeting these criteria will be eligible for further review by a panel of local evaluators and representatives from Mozilla and NSF, and may include additional category-expert reviewers based on the following entry criteria:

Intellectual Merit (50%)

(1) **Project Feasibility (12.5%):** Can the outlined project be completed in the 12 week pilot period given the project timeline and the background of the involved team members? Does the project team possess the necessary experience to work with the target audience? Are the project's goals and outcomes attainable and measurable? Will the project team be able to achieve these results?

(2) **Partnerships & Collaboration (12.5%):** How connected is the project to the work of other related initiatives? Does it have appropriate partners and other organizational support? Are the proposed collaborations mutually beneficial and do they enhance the quality and/or reach of the project's activities? Does the project team account for the similarities and differences between their work and that of other organizations focused on the same issues?

(3) **Innovation (12.5%):** To what degree does this project represent an innovative approach to using next-generation networking to impact education or workforce development?

(4) **Budget & Finances (12.5%):** Is the amount requested appropriate for the scope and scale of the project?

Broader Impacts (50%)

(1) **Relevance (12.5%):** To what extent is the project attuned to the current needs of the community in which the pilot will take place?

(2) **Impact on Learners (12.5%):** Will the proposed project have a measurable positive impact on users involved in the pilot?

(3) **Impact on Community (12.5%):** Is the potential public benefit articulated in a clear, compelling way? Will the proposed project have a measurable positive impact on the broader Chattanooga, TN or Kansas City Metro Area community?

(4) **Working in the Open & Remixability (12.5%)**: How do collaborators plan to work in the open throughout the various project phases? To what extent will this project be remixable for others to use? How will this project live on?

Applicants with Fund Proposals selected for funding will be notified via email at the address submitted with the initial Submission.

Fund Reporting:

Applicants whose Fund Proposals are selected for funding will be expected to report on progress per the methods set forth below:

1.   Keep a project blog, reporting at minimum once per month on project progress, challenges, impacts, and milestones.

2.   Create, log, and share in collaboration with the Mozilla team a project assessment plan that includes measurable impact metrics

3.   Present project progress to a broader audience during at least one monthly community call or community meetup facilitated by the Sponsor during the pilot period.

Award Amounts:

At the beginning of each pilot period, the evaluators will have the ability to award up to a maximum of the amounts of money listed below as grants to support the development of selected projects. The total amount awarded in each pilot round, the number of Submissions/projects to be supported, and the amount of support given to support any particular project are all within the discretion of the evaluators, subject to the maximum amount available to be awarded by the evaluators in that round as follows:

(1) Spring Pilot Period (April 14, 2014 - July 4, 2014) – USD $75,000 maximum in total grants available in each city.

(2) Summer Pilot Period (July 7, 2014 - September 26, 2014) – USD $75,000 maximum in total grants available in each city.

Both funded and non-funded Proposals submitted in the Spring Pilot Period may be eligible for resubmission during the Summer Pilot Period.

Any Applicant whose proposal is awarded funding and who accepts the award will be required to sign a grant agreement with Mozilla Foundation.

Any Applicant eligible for a grant award at any given round in the Fund is solely responsible for the payment of any taxes that may arise as a result of acceptance of the grant and for all other expenses or costs of the Applicants' project not covered by the grant. Each grant will be in the form of a single payment to the grantee. Grant awards cannot be transferred or substituted.

Legal Rights in Submission: Applicant Certification of Rights in Submission: By entering a Submission, you represent and warrant that: (i) you are able to comply with these Terms; (ii) your Submission does not make unauthorized use of or violate in any way any rights of any 3rd party, including but not limited to copyright, trademark, patent, trade secret, or rights of publicity; and (iii) no one else's permission is required for you to make your Submission in this Fund or to use your Submissions as contemplated under these Terms.

Usage Rights in Submission: You retain all ownership rights in your Submission in the Fund. However, by participating you acknowledge that your Submission and all subsequent material you submit may become published on the Fund website, and you further agree that the Sponsor and anyone it designates shall have the unrestricted and non-exclusive right to edit, adapt, publish, copy, display, perform, broadcast, modify, and otherwise use any or all of your Submission and all other materials and information you supply, alone or in combination with other material, in any and all media, whether now known or later discovered, in perpetuity, without restriction of any kind whatsoever, without further compensation to you or anyone else.

While not required, we encourage all Applicants to make their Submissions (as well as any supporting documentation) available to the general public under an open source license such as BSD, Creative Commons Attribution Only, or Mozilla Public License v2. If the type of license has an influence on the likely impact of the Submission, then the evaluators may take that into consideration in reviewing the Submission. You agree to identify in the license for your Submission that the Submission was initially designed and created for the Mozilla Gigabit Community Fund (www.mozilla.org/gigabit/).

General Conditions: By entering a Submission into the Fund, you are agreeing to these Terms, and the review and use of your Submission by Sponsor and its designees as contemplated in these Terms, which includes consent to Sponsor, its agencies, partners or assigns to use the Submission and your name and/or likeness for advertising and promotional purposes, in any media, without further notice, compensation, consideration, review, or consent, except as prohibited by law.

By entering a Submission into the Fund, you further release and hold harmless the Mozilla Foundation, NSF, and their respective directors, officers, employees, and agents from any and all liability, claims, demands, and causes of action for personal injury or damage, theft, loss, or any other harm suffered in connection with the Fund or the receipt, use or misuse of any development grant, including participation in any travel or other activities.

Mozilla reserves the right, in its sole discretion, to disqualify any person it reasonably suspects has attempted to undermine the legitimate operation of the Fund by cheating, deception, or other unfair practices, or has tampered with any of Sponsor's websites, the submission process, the review process, or has violated these Terms, or has acted in an unsportsmanlike or disruptive manner, or who annoys, abuses, threatens, or harasses Sponsor, its agents, its assigns or any other Applicant.

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TO THE FULL EXTENT ALLOWED BY LAW, YOU AGREE THAT NEITHER MOZILLA, NOR ANY THIRD PARTIES, WILL BE LIABLE TO YOU OR ANYONE ELSE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, DAMAGES FOR LOST PROFITS, FOR LOSS OF PRIVACY OR SECURITY, FOR LOSS OF REPUTATION, FOR FAILURE TO MEET ANY DUTY (INCLUDING WITHOUT LIMITATION ANY DUTY OF GOOD FAITH OR LACK OF NEGLIGENCE OR OF WORKMANLIKE EFFORT), OR FOR ANY OTHER SIMILAR DAMAGES WHATSOEVER THAT ARISE OUT OF OR ARE RELATED TO ANY ASPECT OF THE WEBSITE OR TO ANY BREACH OF THESE TERMS (INCLUDING WITHOUT LIMITATION, THE PRIVACY POLICY), EVEN IF WE OR A THIRD PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IN THE EVENT OF FAULT, TORT (INCLUDING NEGLIGENCE) OR STRICT OR PRODUCTS LIABILITY OR MISREPRESENTATION.

YOU AGREE THAT YOUR EXCLUSIVE REMEDY FOR ANY BREACH OF THESE TERMS (INCLUDING WITHOUT LIMITATION, THE PRIVACY POLICY) AND FOR ANY AGGREGATE DAMAGES DUE YOU (OR OTHERS RELATED TO YOU) BY US OR ANY THIRD PARTIES FOR ANY REASON RELATING TO ANY PART OF THE WEBSITE, WILL BE SUBSTITUTION, CORRECTION OR REPLACEMENT OF ALL OR PART OF THE CONTENT OR SERVICE CAUSING YOUR DAMAGE (IF ANY). The damage exclusions and limitations in these Terms are independent and will apply even if any remedy fails of its essential purpose.

Governing Law: The Fund and the rights and obligations of all Applicants and Submissions shall be governed by and construed in accordance with the laws of the State of California. The California courts (state and federal) have sole jurisdiction of any controversies regarding the Fund, and you agree to waive any objections to jurisdiction and venue in those courts and hereby submit to the jurisdiction of those courts. Should any provision of these Terms be held to be void, invalid, unenforceable, or illegal by a proper legal authority, the validity and enforceability of the other provisions shall not be affected.

Sponsor: The sponsor for this Gigabit Community Fund is the Mozilla Foundation, 650 Castro Street, Suite 300, Mountain View, CA 94041-2021 USA, a non-profit foundation acting in cooperation with the United States National Science Foundation to help foster development to promote the public good.

Privacy: Mozilla respects your privacy. Any personally identifiable information submitted in connection with the Fund will be governed by Mozilla's privacy policy, available at

http://www.mozilla.org/about/policies/privacy-policy.html, and will only be used in connection with the administration of the Fund unless you expressly agree otherwise. As part of such administration, it may be necessary to share information with subcontractors, agents or partners assisting in the administration of the Fund, but any such sharing will be solely for that purpose. If you have any questions about the use of your personal information, please write to us at the address above or email us at gigabit@mozilla.org.

List of Grant Awards: The grants awarded for each round of the Fund will be posted on the Fund website when the awards are made.