

**Request for Award Instructions and Terms and Conditions**  
**EmPOWERED to Serve Business Accelerator™**  
(May 2019)

Thank you for your interest in the EmPOWERED to Serve Business Accelerator™ award opportunity. This grant is intended to support the mission of the American Heart Association (AHA) to build healthier lives, free of cardiovascular diseases and stroke. The Request for Award (RFA) must align with and support this mission.

EmPOWERED to Serve™ (ETS) is the American Heart Association's multicultural program and movement developed to build a sustainable culture of health in diverse communities across America and encourage more people to get involved in their communities. ETS is designed to leverage the American Heart Association's 2020 impact goal, improving health outcomes and reducing the gap in health disparities among minorities.

This RFA is a call for entrepreneurs, community leaders, activists and change agents to share your solutions addressing social, environmental and health barriers. Candidates will be selected, and funding will be awarded in accordance with these Instructions and Terms and Conditions (the "Terms").

The first step in the award process is the application process. From qualifying and complete applications (as determined solely by AHA), AHA will award qualifying candidates an opportunity to participate in the EmPOWERED to Serve Business Accelerator™ ("Accelerator" or "Training"). Some of the Training awardees may qualify to present their project solution at the EmPOWERED to Serve Business Accelerator™ finale in Washington D.C. on October 17, 2019. At the finale, the chosen projects will be awarded grants totaling up to \$30,000 as well as valuable in-kind training and expertise.

**Eligibility**

- You must be a legal resident (i.e. must be able to show proof of legal residence) of the United States and at least eighteen (18) years of age.
- Employees, interns, contractors, directors, officers, employees, advertising and promotion agencies, representatives, sponsors, and agents of AHA, and immediate family members (parents, siblings, children, spouses, and life partners of each, regardless of where they live) and members of the households (whether related or not) of such employees, officers, and directors are ineligible to participate in this RFA.
- Your solution must support the mission of the AHA and the mission of EmPOWERED to Serve™.
- Your solution must be original, and must not contain, incorporate or otherwise use any content, material or element that is owned by a third party or entity, or violates a third party's publicity, privacy or intellectual property rights.
- Your solution must not be the subject of any actual or threatened litigation or claim.
- Your solution must not contain content, material or elements that displays any third-party advertising, slogan, logo, trademark or otherwise indicates a sponsorship or endorsement by a third party, commercial entity or one that is not within the spirit of this RFA.
- Your solution must not be derogatory, offensive, threatening, defamatory, disparaging, libelous or contain any content that is inappropriate, indecent, sexual, profane, tortuous, slanderous, discriminatory in any way, or that promotes hatred or harm against any group or person, or otherwise does not comply with this RFA.

- Your solution must not contain content, material or any element that is unlawful, or otherwise in violation of or contrary to all applicable federal, state, or local laws and regulation including the laws or regulations in the state where created.
- You must have consistent access to the internet and a phone to complete the Accelerator Training.
- You must have strong leadership, organization, fiscal and project management skills;
- You cannot be a tobacco, drug, or alcohol company or a tobacco, drug, or alcohol company subsidiary or parent. For purposes of this paragraph, the terms “subsidiary and “parent” are defined as an entity in which there exists a five percent (5%) or greater, direct or indirect, ownership by or of a tobacco company.
- If you are a business entity, you must be an entity in good standing with the State in which you are formed and/or residing and maintain good standing throughout the term of this RFA.

#### RFA Application Period

Applications will be accepted beginning May 1, 2019, 12:00 am Central Time (CST) Zone through June 28, 2019, 11:59 pm Central Time (CST) Zone. Your application must be submitted by 11:59 pm Central Time, June 28, 2019. AHA will determine which qualifying, eligible candidates will be accepted into the Accelerator.

#### RFA Training Period.

Qualifying, eligible candidates will be accepted into the Accelerator Training.

The Accelerator consists of an average of 6-10 hours of training a week during an eight (8) week training period. The first 2 weeks of training will be a self-paced eLearning course from August 7- August 21. The rest of the Accelerator Training will be both online, over the phone and video conferencing from August 22- September 27, 2019. Participants must have consistent access to the internet and a phone to complete the Accelerator Training. AHA reserves the right to terminate candidates at any time during the process if they have not completed required assignments or dedicated the time required.

Finale candidates will be narrowed down based upon their eligibility and performance during the Training. Chosen candidates will be notified between September 25, 2019 and October 1, 2019. Those finalists will present their business solution at the EmPOWERED to Serve Finale showcase on in Washington D.C. on October 17, 2019.

#### Finale.

Chosen candidates will present their business solution at the EmPOWERED to Serve Business Accelerator™ finale on October 17, 2019. At the finale, \$30,000 in grants will be awarded, along with key industry introductions with AHA affiliates, corporations and community leaders to encourage the grantee to continue their project.

Itineraries for the day of event and presentation requirements will be provided to qualifying candidates prior to arrival.

Candidates will be required to have materials to showcase their project during an expo in which finale participants will get to meet and greet the candidates. Details on expo during showcase night will be provided prior to arrival.

AHA monitors grantees' efforts and careful stewardship of grant funds to assure accountability. Grantee will be required to sign a formal grant contract with AHA setting out and agreeing to these requirements as well as submit periodic narrative, financial, compliance and outcomes reports.

Taxes: Any award is subject to the express requirement that you submit to AHA all documentation requested by AHA to permit it to comply with all applicable state, federal and local tax reporting. Any award will be net of any taxes AHA is required by law to withhold. To the extent permitted by law, all taxes are the sole responsibility of the Awardees.

Intellectual Property Rights: As between AHA and the Applicant, the Applicant retains ownership of all intellectual and industrial property rights (including moral rights) in and to the application (excluding AHA's rights in the AHA logos/trademarks). As a condition of application, Applicant grants AHA a perpetual, irrevocable, worldwide, transferable, royalty-free, and non-exclusive license to use, reproduce, adapt, modify, publish, distribute, publicly perform, create a derivative work from, and publicly display the application for any purpose, including display on the AHA website, without any attribution or compensation to Applicant. Applications will not be returned. AHA retains all rights in the AHA products and services and entered and an application does not serve to transfer any AHA intellectual property rights to the Applicant.

Privacy: Applicants agree and acknowledge that personal data submitted with an application, including name, mailing address, phone number, and email address may be collected, processed, stored and otherwise used by AHA and its affiliates for the purposes of conducting and administering the RFA. All personal information that is collected is subject to AHA's Privacy Policy, [http://www.heart.org/HEARTORG/General/Privacy-Policy\\_UCM\\_300371\\_Article.jsp#.Wlt3ME2QzyA](http://www.heart.org/HEARTORG/General/Privacy-Policy_UCM_300371_Article.jsp#.Wlt3ME2QzyA).

Publicity: By going through the RFA process, Applicants agree to participate in any media or promotional activity resulting from the RFA as reasonably requested by AHA at AHA's expense and agree and consent to use of their name and/or likeness by AHA. AHA will contact Applicants in advance of any AHA-sponsored media request for interviews. Applications may also be used for press and media purposes and Applicant agrees to waive any rights and not assert any intellectual property rights that Applicant has or may have in the application. AHA reserves the right to publish the name and likeness of the Awardees on the ETS website or through other media for publicity purposes.

If an Applicant wishes to publicize this grant, Applicant must contact the AHA at least 2 weeks before the desired date of the publicity for review and written approval by the AHA. Applicant must not issue any press releases or otherwise make any public statement referring to this grant or using the AHA's name or logo without the prior written consent of the AHA. The text of all press releases, public announcements, statements, campaign reports or materials that mention the grant must be approved in advance in writing by the AHA and Applicant must provide the AHA with copies of any and all final press releases, public announcements and/or publications related to this grant.

Warranty: Each Applicant warrants that an application is his or her own original work, that he or she is the sole and exclusive owner and rights' holder of the submitted application, and that he or she has the right to submit the application and to grant all required licenses. Each Applicant agrees not to submit any application that: (a) infringes any third party proprietary rights, intellectual property rights, industrial property rights, personal or moral rights or any other rights, including without limitation, copyright, trademark, trade names, industrial designs, patent, trade secret, privacy, publicity or confidentiality

obligations; or (b) otherwise violates applicable state, federal, or local law.

Indemnification: To the maximum extent permitted by law, an Applicant indemnifies and agrees to keep indemnified AHA at all times from and against any liability, claims, demands, losses, damages, costs and expenses resulting from any act, default or omission of the Applicant and/or a breach of any warranty set forth herein. To the maximum extent permitted by law, Applicant agrees to defend, indemnify and hold harmless AHA from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorney's fees) arising out of or accruing from: (i) any application or other material uploaded or otherwise provided by Applicant that infringes any copyright, trademark, trade secret, trade dress, patent or other intellectual property right of any person or defames any person or violates their rights of publicity or privacy; (ii) any misrepresentation made by Applicant in connection with the RFA; (iii) any non-compliance by Applicant with these Terms; (iv) claims brought by persons or entities other than the parties to these Terms arising from or related to Applicant's involvement with the RFA; (v) acceptance, possession, misuse or use of any funding or participation in any RFA-related activity or participation in the RFA process; (vi) any malfunction or other problem with the RFA Site in relation to the application and participation in the RFA by Applicant; (vii) any error in the collection, processing, or retention of application or voting information in relation to the application and participation in the RFA by Applicant and in the voting process by consumers, if applicable; or (viii) any typographical or other error in the printing, offering or announcement of any funding or awardees in relation to the application and participation in the RFA by Applicant.

Elimination: Any false information provided within the context of the RFA by Applicant concerning identity, mailing address, telephone number, email address, ownership of right or non-compliance with these Terms or the like may result in the immediate elimination of the Applicant from the RFA. AHA reserves the right, in its sole discretion, to disqualify any Applicant who submits an application that does not meet the Terms or other requirements. Incomplete applications or applications not complying with these Terms are subject to disqualification. AHA reserves the right to disqualify any Applicant from the RFA if, in AHA's sole discretion, it believes that the Applicant has attempted to undermine the legitimate operation of the RFA.

Internet and Disclaimer: AHA is not responsible for any malfunction of the ETS website or any late, lost, damaged, misdirected, incomplete, illegible, undeliverable, or destroyed application due to system errors, failed, incomplete or garbled computer or other telecommunication transmission malfunctions, hardware or software failures of any kind, lost or unavailable network connections, typographical or system/human errors and failures, technical malfunction(s) of any telephone network or lines, cable connections, satellite transmissions, servers or providers, or computer equipment, traffic congestion on the Internet or at the RFA website, or any combination thereof, including other telecommunication, cable, digital or satellite malfunctions which may limit Applicant's/consumer's ability to participate/vote respectively. AHA is not responsible for the policies, actions, or inactions of others, which might prevent Applicant from entering, participating, and/or claiming an award. AHA's failure to enforce any term of these Terms will not constitute a waiver of that or any other provision.

Right to Cancel, Modify, or Disqualify: If for any reason the RFA process is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the process, AHA reserves the right at its sole discretion to cancel, terminate, modify, or suspend the RFA. AHA reserves the right to disqualify Applicants who violate the

Terms or interfere with this RFA in any manner. If an Applicant is disqualified, AHA reserves the right to terminate that Applicant's eligibility to participate in the RFA. AHA further reserves the right to disqualify any Applicant who tampers with the submission process or any other part of the RFA or website. Any attempt by an Applicant to deliberately damage any web site, including the RFA Site, or undermine the legitimate operation of the RFA is a violation and if such an attempt is made, AHA reserves the right to seek damages from any such Applicant to the fullest extent of the applicable law.

Not An Offer Or Contract Of Employment: Under no circumstances will the submission of an application, the awarding of a grant, or anything in these terms be construed as an offer or contract of employment with AHA. You acknowledge that You submitted your application voluntarily and not in confidence or in trust. Applicants acknowledge that no confidential, fiduciary, agency or other relationship or implied-in-fact contract now exists between Applicant and AHA and that no such relationship is established by Applicant's submission of an application under these Terms.

Awardee acknowledges that AHA and its representatives have made no actual or implied promise of funding or renewal of funding in addition to the amount awarded under grant.

Recourse to Judicial Procedures: These Terms are governed by, subject to, and construed in accordance with the laws of the State of Texas, United States of America, excluding all conflict of law rules. If any provision(s) of these Terms are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect. To the extent permitted by law, the rights to litigate, seek injunctive relief or make any other recourse to judicial or any other procedure in case of disputes or claims resulting from or in connection with this grant are hereby excluded, and applicants expressly waive any and all such rights.

Binding Agreement: You must agree to these Terms prior to submitting your application. That means You must read these Terms and confirm that you understand and agree to the Terms. You agree that submitting your Application constitutes agreement to these Terms. These Terms form a binding legal agreement between you and the AHA with respect to the RFA.