

# SANFORD PROGRAMS™

## Sanford Grants Terms and Conditions

As used hereafter, Applicant refers to (i) the person who submits, and (ii) the entity on behalf of whom an authorized person has submitted, a response to a grant Request For Proposal (“RFP”) issued by Sanford Programs (“SANFORD”). By making a response to an RFP, Applicant will be deemed to have agreed to, and be bound by, the following terms:

1. The RFP and any response made by an Applicant are and shall remain the exclusive property of SANFORD. Applicant understands that SANFORD discourages the submission of any proprietary or confidential information to SANFORD as part of a response to an RFP. Applicant should consider its response to an RFP to be a public disclosure of any intellectual property that Applicant submits and SANFORD will not take any action to preserve the confidentiality of, or any intellectual property rights Applicant may have in, any information submitted in a response to an RFP. Regardless of any markings identifying the proposal or its content as proprietary that may be attached by Applicant, SANFORD reserves the right to disclose or use any information contained in the proposal for SANFORD’s own purposes.
2. Applicant is not permitted to make any public announcement or release of any information regarding this RFP.
3. This RFP is not and shall not be construed to be a contract, offer, or request for an offer. SANFORD will not have any express or implied obligations or responsibilities to issue a grant to Applicant. SANFORD makes no commitment to issue any grant to Applicant (or any other person or entity who has submitted a response to an RFP) even if SANFORD enters into discussions or negotiations with Applicant (or any other party) regarding a proposal.
4. SANFORD in its sole and exclusive discretion, and with or without notice or reason, may (i) accept or reject any proposal in whole or in part, (ii) reject all proposals, or (iii) withdraw this RFP at any time before or after submission of proposals. SANFORD retains the discretion and right to change the criteria for evaluating RFP responses even after an RFP has been released and/or responses to an RFP have been received.
5. SANFORD reserves the right in its sole and exclusive discretion to waive irregularities or defects in any proposal.
6. SANFORD reserves the right to request additional information from any or all Applicants. Applicants agree to make themselves available for follow-up as requested by SANFORD.
7. SANFORD will not be responsible for errors or omissions by anyone submitting a proposal, and SANFORD shall be the sole judge of the responsiveness, appropriateness and completeness of any and all proposals.

8. SANFORD reserves the sole and exclusive right in its discretion to modify the timeline for decision-making after an RFP has been released and even after responses to an RFP have been received.
9. All costs incurred by an Applicant in reviewing, responding to, providing follow-up, negotiating, and otherwise engaging in the RFP response process are the responsibility of Applicant. SANFORD is not responsible for and will not reimburse any of Applicant's costs.
10. Applicant certifies and represents to SANFORD that neither Applicant's response to an RFP nor SANFORD's use of information contained in a response (including the rights outlined in Section 1 above) will constitute an infringement or violation of the intellectual property rights (including but not limited to trademarks, copyrights, patents, trade secrets, moral rights) or privacy rights of any person or entity.
11. Applicant is responsible for compliance with all local, State and/or federal laws and regulations. SANFORD shall be held harmless from any liability.
11. SANFORD reserves the right to amend these Terms and Conditions at any time at its sole discretion, with or without notice to Applicant, and Applicant shall be bound to the Terms and Conditions as so amended.