

These Work Together Talent Grants Terms and Conditions (the “**Grant Terms**”) apply to any Application for a Grant under Upwork’s Work Together Talent Grant Program. By submitting an Application, an Applicant agrees to these Grant Terms. Pursuant to these Grant Terms, the Work Together Talent Grant program is a program where Upwork will provide Applicants credits in order to complete projects in response to COVID-19 and successful Applicants agree to create and to be featured by Upwork in Promotional Materials.

Terms not defined in text are defined below in Section 9 (Definitions).

1. Grant Program

Upwork is offering to provide \$1,000,000 USD in grants under the Work Together Talent Grant program (each, a “**Grant**”). The Grants will be awarded starting on or after April 27, 2020, to approved Applicants (each approved Applicant, a “**Recipient**”). Upwork will review Applications on a rolling basis and will award Grants until it has awarded \$1,000,000 USD in Grants, unless it discloses publicly (including by posting on the Site) that it is suspended or ending the Work Together Talent Grant offer. Upwork will announce when funds are exhausted and will attempt to award all Grants by June 30, 2020, unless it is unable to identify sufficient eligible Applicants. If Upwork is unable to identify sufficient eligible Applicants, it may solicit additional Applications.

The Grants will be awarded to Applicants to be used for the sole purpose of funding work that will directly further the COVID-19 response, subject to each Applicant’s agreement to and compliance with these Grant Terms, including, without limitation, the agreement to create content for and participate in promotional materials and to assign the rights to the same to Upwork, as described and assigned in Section 5 (License to Content; Company Name and Logo; Likeness). Upwork will award Grants in its sole discretion except as explicitly stated herein.

Upwork will give priority to Applications that propose serving underrepresented groups. Upwork will not unlawfully discriminate against any Applicant on the basis of nationality, race, ethnicity, sex, gender, gender identity, sexual orientation, disability status, veteran status, marital status, or other similarly protected characteristics.

2. Eligibility

These Grant Terms provide information on the minimum eligibility requirements for a Grant. In order to be eligible for a Grant, an Applicant must (a) meet all the criteria in these Grant Terms, unless a criterion is explicitly waived in writing by Upwork, (b) agree to these Grant Terms, and (c) sign an agreement reaffirming the terms of these Grant Terms outlining the Grant received and the services and content Recipient agrees to provide to Upwork (the “**Grant Agreement**”). Upwork may waive eligibility criteria in its sole discretion by providing a writing to the Applicant explicitly referencing the criteria and stating it is waived.

a. Eligibility Criteria

- An Application must be completed at www.upwork.com/worktogether and must be completed in a truthful and accurate manner, contain a permitted purpose for a response or relief effort for COVID-19, and contain sufficient information for Upwork to evaluate the likely success of the Proposal in meeting its intended purpose;
- The Applicant (a) must be a registered user of the site, www.upwork.com, before the Grant is made, (b) must be a business or non-profit entity (natural persons are not eligible for a Grant and may only complete Applications as authorized agents of a business entity), and (c) may not be (i) a religious entity, (ii) a lobbying or political advocacy entity; or (ii) an entity that engages in discriminatory practices;

- The Applicant must cooperate with Upwork and provide additional information about Applicant or the Application upon request;
- The Applicant's Account (as defined in the Upwork [Terms of Service](#)) must be in good standing at the time the Application is made and at the time the Grant is awarded;
- The Proposal may not, in whole or in part, be for any prohibited purpose (each, below, a "**Prohibited Purpose**"):
 - Any purpose that is in conflict with Upwork's values or mission,
 - A religious purpose,
 - Any purpose that will involve unlawful discrimination,
 - A personal purpose of the Applicant or any other person, e.g., to pay personal bills,
 - Political or lobbying efforts,
 - Litigation purposes, or
 - Any purpose other than to further a COVID-19 response

b. No Entitlement

Even if you meet all the eligibility criteria, you acknowledge that you have no entitlement to any Grant. Upwork may reject any Application for any lawful reason in its sole discretion, including, without limitation, concern about the truthfulness, reliability, or completeness of the Application; concerns about the legitimacy or trustworthiness of Applicant; determination that the Proposal would be ineffective; belief that the Applicant or Proposal are inconsistent with Upwork's mission or values; or any other lawful reason.

3. Grant Recipients and Awards

a. Notification.

Upwork will notify each Recipient about the Grant and the amount of the Grant by email to Recipient's email included in the Application including the Grant Agreement (the "**Notification**"). Grant amounts will typically be between \$5,000 USD and \$25,000 USD.

b. Acceptance.

Recipient can accept or decline the Grant by signing the Grant Agreement within five (5) calendar days of the date of the Notification. By accepting the Grant, Recipient affirms that Recipient will complete the proposal and Promotional Materials as described in the Application under these Grant Terms, including Section 4 (Conditions of Grant) and Section 5 (License to Use Company Name and Logo; Likenesses). If there is a conflict between the Application and these Grant Terms, these Grant Terms will apply. If Recipient cannot complete the Proposal for any reason, Recipient may not accept the Grant and must immediately notify Upwork. Such notification will revoke the Grant, which will only be reissued in Upwork's sole discretion.

c. Award.

Within ten (10) days of Recipient's (a) signing the Grant Agreement and (b) provision of a W9, W-8BEN-E, or any other requested documentation, Upwork will issue a credit to Recipient's Upwork Account which can be used to pay for Services to complete the Proposal, subject to Recipient's compliance with these Grant Terms, including, without limitation, Section 5 (License to Use Company Name and Logo; Likenesses).

d. Complimentary Plus Membership.

In addition to the Grant, Recipients will be awarded a complimentary Plus plan for three (3) months to enable Recipient to more effectively use the Site to find and engage qualified Freelancers and Agencies. If a Recipient already has a Plus plan, the fees will be waived for three (3) months. The complimentary Plus plan does not apply to clients with an Enterprise or Business membership.

4. Conditions of Grant

By accepting a Grant, Recipient agrees to comply with the following conditions:

- To sign a Grant Agreement;
- To use the Grant funds for the stated Proposal in the Application;
- To create Promotional Materials and to be featured, and for your content to be featured, in promotional materials, including, without limitation, advertisements promoting Upwork, and to assign the rights to all such materials to Upwork for marketing purposes, as described and assigned in Section 5;
- To comply with [Upwork's Nondiscrimination Statement](#);
- To subscribe to marketing emails;
- To use the Grant by December 27, 2020, and agrees that the failure to do so is authorization for Upwork to remove any remaining funds from Recipient's Account
- It will not use Grant funds to pay any Freelancer or Agency that Recipient invited to join the Site (a "BYO Talent");
- It will not use Grant funds for any Prohibited Purpose.

Recipient further acknowledges that (a) by accepting a Grant, it agrees to provide, upon request, (i) a written confirmation that the funds were used as described in the Application and consistent with these Grant Terms, and (ii) accounting of how the Grant funds were used, and (b) if Recipient fails to comply with any of these conditions or other Grant Terms will result in a forfeiture of any funds remaining in the Account, which Recipient authorizes Upwork to reclaim, and that Recipient will return any used Grant funds within 30 days of Upwork's demand that Recipient do so, provided Upwork provides a reasonable basis for its demand.

Recipient is not eligible for any credit from Upwork for any Grant funds under Upwork's Payment Protection programs.

5. License to Content; Company Name and Logo; Likenesses

By applying for a Grant, you agree to grant Upwork the rights to use your story in marketing assets and, without limiting the foregoing, create and provide Promotional Materials, including, without limitation, any video, film, recording, audio and/or photograph(s) as agreed in the Grant Agreement to be used by Upwork in its marketing and promotional materials. Upwork shall have complete ownership of any such video, film, recording, audio and/or photograph(s), including any

copyright interests, and you hereby waive any all interest and ownership rights therein. Upwork will have the right to edit and alter any such video, film, recording, audio and/or photograph(s) and you waive any right of approval.

By applying for a Grant, you hereby grant to Upwork and our successors and affiliates a royalty-free, sub-licensable, transferable, perpetual, irrevocable, exclusive (except non-exclusive with respect to your name, logo, voice and likeness), worldwide license to use, reproduce, modify, publish, list information regarding, edit, translate, distribute, publicly perform, and publicly display, any and all content you create or participate in, your logo (including those of the entity you represent), your name, voice, and/or likeness, in whole or in part, and in any form, media, or technology, whether now known or hereafter developed, including for promoting, marketing, and redistributing Upwork or part or all of the Site (and derivative works thereof) in any media formats and through any media channels.

6. Upwork Service Fees

For any Service Contract Recipient pays with Grant funds, Upwork will waive all associated fees and costs on the Service Contract, including payment processing fees and Freelancer Service Fees. If Upwork inadvertently charges fees due to an administrative oversight, Upwork will promptly refund any such fees upon request or upon discovery of the oversight.

7. Authority

If you submit an Application as an employee or agent on behalf of a business or non-profit entity, you represent and warrant that you are authorized to bind yourself and your entity.

8. Privacy

Your privacy is important to Upwork and your information, including information submitted in an Application, will be handled in accordance with our [Privacy Policy](#), which is part of the Terms of Service, and applicable law.

9. Additional Definitions

Terms not defined above have the definitions stated here:

“**Agency**” has the meaning defined in the Upwork Terms of Service.

An “**Applicant**” means the authorized agent of and the business or non-profit entity that completes an Application through its authorized agent.

An “**Application**” means an application for a Grant submitted at www.upwork.com/worktogether.

“**Freelancer**” has the meaning defined in the Upwork Terms of Service.

“**Payment Protection**” has the meaning defined in the Upwork Terms of Service.

“**Proposal**” means the proposed COVID-19 response efforts described in an Application.

“**Promotional Materials**” means content created by Recipient for use in promotional activities by Upwork in any medium in any jurisdiction and as further agreed in the Grant Agreement.

“**Services**” means any services provided by a Freelancer or Agency engaged and paid through the Site pursuant to a Service Contract.

“**Service Contract**” has the meaning defined in the Upwork Terms of Service.

The “**Site**” has the meaning defined in the Upwork Terms of Service.

“**Upwork**” means Upwork Inc.

The terms **“you”** and **“your”** refer to an Applicant.