

The VoiceXML Forum Grant Recipient Agreement

This GRANT RECIPIENT AGREEMENT (“Agreement”) is made by and between The VOICEXML FORUM, an unincorporated trade association, and _____, (“Recipient”). In consideration of The VoiceXML Forum providing funding for the _____ (“Project”) in the amount of _____ (“Funding”), you agree to the terms of this Agreement.

Introduction

This document specifies The VoiceXML Forum Grant Recipient Agreement (hereafter: “Agreement”).

Article 1 Definitions

In this Agreement, the following shall be understood to have the meanings assigned to the below:

VoiceXML – The VoiceXML Forum, an incorporated nonprofit 501(c)(6) membership association under US law, with an office in Piscataway, New Jersey.

The VoiceXML Forum Grant Program – The program established by The Voice XML Forum with the purpose to distribute funding to organizations in order to support initiatives that improve the overall speech technology industry while advancing The VoiceXML Forum’s mission.

Project – A specific venture or activity as described by the Recipient during the application process.

Funding – A certain amount of money from The VoiceXML Forum Grant Program for a Project.

Recipient – An organization selected by The VoiceXML Forum to receive Funding.

Article 2 General

2.1 The Recipient shall receive this Agreement, in writing from The VoiceXML Forum after the Recipient has been notified by The VoiceXML Forum of its selection. The Recipient shall return the Agreement to The VoiceXML Forum,

signed by someone authorized to sign on behalf of the Recipient, on or before January 22, 2021

2.1 Upon The VoiceXML Forum's countersignature of this Agreement, this Agreement will be effective as of that date and the Recipient confirms to have read, understood and agreed to be bound by this Agreement.

Article 3 Funding

3.1 The Recipient shall use the Funding solely for the Project as described in Recipient's application. The amount of Funding may be different from the amount for which the Recipient applied.

3.2 The Recipient is solely responsible for all tax liabilities in relation to the Funding.

3.3 The Recipient shall provide to The VoiceXML Forum, as may be reasonably requested by The VoiceXML Forum from time to time, a written report detailing the use of the Funding and shall ensure that all records relating to the Project and Funding are accurate and up to date.

3.4 The Recipient shall, as soon as reasonably practicable, notify The VoiceXML Forum in writing, of any material changes, disturbances or problems in relation to the Project and/or the Funding.

3.5 The Voice XML Forum may cancel a grant award when, in its sole and absolute discretion, the Recipient's performance conduct fails to meet the objectives of the Project or The VoiceXML Forum Grant Program. In addition, The VoiceXML Forum may take other corrective action as it sees fit and to enforce the terms of this Agreement.

Article 4 Publicity

4.1 The Recipient consents and agrees that The VoiceXML Forum may publish information about the Recipient, including but not limited to Recipient's identity, and the Project and may make such information available on The VoiceXML Forum website and as part of any of The VoiceXML Forum's press releases, announcements, social media, public reports, speeches and/or newsletters.

4.2 The Recipient shall share its experiences in two (2) written reports including an explanation of how the Project performed in terms of the objectives laid out in application, how funds were spent, outcomes, number of

individuals reached, and how the industry benefited. Furthermore, recipients shall share Project results with The VoiceXML Forum community at least once within the months after receiving the Funding. This may take the form of a short presentation to Members or a blog post on www.voicexml.org or both for The Voice XML Forum.

4.3 The Recipient shall credit The VoiceXML Forum when making public statements in relation to the Funding and the Project.

Article 5 Privacy

5.1 The VoiceXML Forum shall collect, process and share all data, including personal data, in relation to The VoiceXML Forum Grant Program in accordance with The VoiceXML Forum Privacy Policy attached as Exhibit A.

Article 6 Liability

6.1 The Recipient must use the Funding and carry out the Project without violating applicable national and/or international laws and regulations, including but not limited to intellectual property rights. The VoiceXML Forum is not liable for any such violations that may occur in relation to the Funding or the Project. Any such violation may result in immediate termination of Recipient and any funding from The Voice XML Forum Grant Program.

6.2 The Recipient shall indemnify, defend and hold The VoiceXML Forum harmless against any and all third-party claims filed against VoiceXML that may arise in relation to the Project, the Recipient's use of the Funding or to the Recipient's conduct in performance of its obligations under this Agreement, including but not limited to claims of infringement of intellectual property (i.e. patent, trademark, copyright, trade secret).

6.3 The VoiceXML Forum shall not be liable for any damages at law or equity due to a failure to meet any obligation under these terms and conditions.

6.4 EXCLUSION OF LIABILITIES AND DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY, VOICEXML WILL NOT BE LIABLE TO THE RECIPIENT OR TO ANY THIRD PARTY, INCLUDING, WITHOUT LIMITATION, ANY CLIENTS OR CUSTOMERS OF RECIPIENT, FOR ANY LIABILITIES AT LAW OR IN EQUITY OR FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LIABILITIES OR DAMAGES RELATING OT LOST PROFITS, OR LOSS OF GOODWILL) ARISING OUT OF, RELATING TO, OR CONNECTED WITH THE VOICEXML GRANT

PROGRAM, THE PROJECT OR RECIPIENT'S USE OF THE FUNDING WHETHER BASED ON CONTRACT, TORT OR ANY CAUSE OF ACTION, EVEN IF THE OTHER PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.5 LIMITATION OF LIABILITY. IN NO EVENT, WHETHER BASED ON CONTRACT, TORT, STATUTE, OR ANY CAUSE OF ACTION, WILL VOICEXML'S LIABILITY TO THE RECIPIENT OR ANY THIRD PARTY, INCLUDING, WITHOUT LIMITATION, ANY CLIENTS OR CUSTOMERS OF RECIPIENT, EXCEED THE GREATER OF (i) THE AMOUNT OF THE FUNDING OR (ii) ONE HUNDRED U.S. DOLLARS (US\$100.00).

6.6 All references to The Voice XML Forum in this Article 6 shall include and be specifically applicable to IEEE Industry Standards and Technology Organization, an incorporated 501(c)(6) trade association, parent entity to The Voice XML Forum.

Article 7 Miscellaneous

7.1 Recipient agrees to be bound by the terms of The VoiceXML Forum Intellectual Property Rights Contribution Policy as Exhibit B and comply with all provisions therein as a condition precedent to receipt of funding hereunder.

7.2 Amendment. No amendment of any provision of this Agreement shall be valid unless in writing and signed or authorized in writing by The VoiceXML Forum, which writing specifically references such as an amendment to these terms and conditions.

7.3 No joint venture, partnership, employment, agency, or similar arrangement is created between the parties. Neither party has the right or power to act for or on behalf of the other or to bind the other in any respect other than as expressly provided for in this Agreement.

7.4 Without The VoiceXML Forum's prior written consent, the Recipient shall not be permitted to assign or transfer to third parties any rights or obligations that arise from this Agreement.

7.5 The Recipient acknowledges and accepts that this Agreement may be amended by The VoiceXML Forum at any time in its sole discretion. Recipient's continued use of The VoiceXML Forum's Grant Program funding constitutes acceptance of any such amended terms and conditions.

7.6 If any provision in this Agreement is held to be invalid in a court of law, this shall not in any way affect the validity of the remaining provisions. No waiver of any provision or consent to any action under this Agreement will constitute a waiver of any other provisions or consent to any other action, nor will such waiver or consent constitute a continuing waiver or consent or commit any party to provide past or future a waiver of consent.

7.7 This Agreement shall prevail over explanatory documents and any text regarding The VoiceXML Forum Grant Program, which exist for guidance and informational purposes only and shall not affect the interpretation of this Agreement.

Article 8 Governing Law and Dispute Resolution

8.1 This Agreement shall be exclusively governed by the laws of the State of New Jersey and, as applicable, the laws of the United States of America.

8.2 In the event of any dispute(s) regarding any term or condition or provision or performance or conduct arising out of or relating to this Agreement, the parties each agree to first seek resolution through cooperative settlement negotiations involving themselves or their representatives as they each deem appropriate; and, second, in the event cooperative settlement negotiations are not successful, or do not occur, within thirty (30) days after a party initiates such negotiations, the parties agree that upon the request of either party any unresolved dispute(s) shall be submitted to binding and final arbitration for resolution, in accordance with the rules of the American Arbitration Association (“AAA”) thus in effect and held in Newark, New Jersey. A single arbitrator shall be selected by the parties by striking in turn from a list of arbitrators supplied by the AAA or, as applicable, the locally prevalent equivalent of AAA. Each party shall bear their own attorney’s fees, and the initiating party shall initially bear the costs of the arbitration’s expenses. Any judgment upon the award rendered in pursuant to the arbitration proceeding may be entered in any court having competent jurisdiction.

I hereby accept, without modification, all the terms and conditions of this Grant Recipient Agreement.

Full Name _____

Email _____

Title_____

Organization_____

Project Title_____

Grant Amount_____

Signature_____

Date_____

Exhibit A – Privacy Policy

At VoiceXML we respect your privacy. We want to ensure that you get the information, content, and experiences that matter most to you. VoiceXML, a member of the ISTO federation of alliance programs, is committed to protecting the privacy of its members, customers, volunteers, and other contacts. It is the policy of ISTO to not request, collect, or maintain personal data other than what is required for the reasonable and necessary conduct of its trade associations.

Please find the full privacy policy [here](#).

Exhibit B – IP Policy

1.0 General Policy

In all matters of intellectual property rights and procedures, the intention is to benefit the public at large, while respecting the legitimate rights of intellectual property owners.

2.0 Confidentiality Obligations

No contribution that is subject to any requirement of confidentiality or any restriction on its dissemination may be considered in any part of the VoiceXML Standards Process, and there must be no assumption of any confidentiality obligation with respect to any such contribution.

No submission should be made on the basis of an assumed confidentiality obligation or restriction on dissolution.

3.0 Rights and Permissions

In the course of standards work, the VoiceXML Forum receives contributions in various forms and from many persons. To best facilitate the dissemination of these contributions, it is necessary to understand any intellectual property rights (IPR) relating to the contributions.

3.1 Copyrightable Contributions

Each person actually submitting a contribution shall provide evidence of authorization of the Member to agree to the following terms and conditions on behalf of such Member. Where a submission identifies contributors in addition to the contributor(s) who provide the actual submission, the actual submitter(s) represent that each other named contributor was made aware of and agreed to accept the same terms and conditions on his own behalf, on behalf of any organization he may represent and any known owner of any proprietary rights in the contribution.

1. Some works (e.g. works of the U.S. Government) are not subject to copyright. However, to the extent that the submission is or may be subject to copyright, except as to software code, the contributor, the organization he represents (if any) and the owners of any proprietary rights in the contribution, grant an unlimited perpetual, non-exclusive, royalty-free, world-wide right and license to

the VoiceXML Forum under any copyrights in the contribution. With regard to software code contributions, contributor agrees to make available a license on fair, reasonable, non-discriminatory terms. This license includes the right to use, copy, display, publish, distribute, and sublicense the contribution in any way, and to prepare derivative works that are based on or incorporate all or part of the contribution, the license to such derivative works to be of the same scope as the license of the original contribution.

2. The contributor acknowledges the VoiceXML Forum has no duty to publish or otherwise.
3. The contributor grants permission to reference the name(s) and address(es) of the contributor(s) and of the organization(s) he represents (if any).
4. The contributor represents that contributions properly acknowledge major contributors.
5. The contributor, the organization (if any) he represents and the owners of any proprietary rights in the contribution, agree that no information in the contribution is confidential and the VoiceXML Forum and its affiliated organizations may freely disclose any information in the contribution.
6. The contributor represents that he has disclosed the existence of any proprietary or intellectual property rights in the contribution that are reasonably and personally known to the contributor. The contributor does not represent that he personally knows of all potentially pertinent proprietary and intellectual property rights owned or claimed by the organization he/she represents (if any) or third parties.
7. The contributor represents that there are no limits to the contributor's ability to make the grants, acknowledgments and agreements above that are reasonably and personally known to the contributor.
8. By ratifying this document, the VoiceXML Forum warrants that it will not inhibit the traditional open and free access to VoiceXML documents for which license and right have been assigned according to the procedures set forth in this section. This warrant is perpetual and will not be revoked by the VoiceXML Forum or its successors or assigns.

3.2. VoiceXML Specifications and Patent Rights

(A) Where any patents, patent applications, or other proprietary rights are known, or claimed, with respect to any specification developed within the VoiceXML process, and are formally brought to the attention of the VoiceXML Board of Directors, the VoiceXML Board of Directors shall not advance the specification without including in the document a note indicating the existence of such rights, or claimed rights. Where implementations are required before advancement of a specification, only implementations that have, by statement of the implementors, taken adequate steps to comply with any such rights, or claimed rights, shall be considered for the purpose of showing the adequacy of the specification.

(B) The VoiceXML Board of Directors disclaims any responsibility for identifying the existence of or for evaluating the applicability of any claimed copyrights,

patents, patent applications, or other rights ,and will take no position on the validity or scope of any such rights.

(C) Where the VoiceXML Board of Directors is formally notified of rights, or claimed rights under (A), the VoiceXML Executive Director shall attempt to obtain from the claimant of such rights a written assurance that upon approval by the VoiceXML