

## Terms & Conditions – Irv Cross Fellowship

## I ("Applicant") understand that:

- (a) **Eligibility** Applications will only be considered eligible if Applicant: 1) is a member of the National Association of Black Journalists ("NABJ"); 2) completes the Concussion Reporting Certification; and 3) completes all fields in the Concussion Legacy Foundation ("CLF")'s online application portal.
- (b) **Award** Only one applicant will be granted the fellowship. If granted the fellowship, Applicant will receive a \$2,500 one-time award to be spent at the Applicant's discretion. Concussion Legacy Foundation is not responsible for the payment of any taxes, state or federal, payable in connection with the fellowship.
- (c) **Relationship of Parties** –The fellowship does not establish any formal relationship between CLF and Applicant. The fellowship does not constitute, and shall not be construed as constituting or creating, a partnership, joint venture, employment, or agency relationship between CLF and Applicant.
- (d) Name & Logo Applicant will acknowledge CLF's funding in an appropriate manner in all publications, press releases, talks, interviews, audio recordings, films/video, and other media and activities related to or resulting from the Fellowship. Any other use of the Foundation's name or logo is subject to the prior written approval of CLF. CLF may include information relating to the Fellowship, including the name of Applicant, on its website or in periodic public reports, press releases, or other public materials without prior approval of Applicant.
- (e) **Right to Modify or Terminate** CLF reserves the right to modify or terminate the fellowship or to withhold future grant distributions at any time if it determines that Applicant has failed to comply with any of these terms & conditions or is not able to carry out or accomplish the fellowship's purpose. CLF may also modify or terminate the fellowship if it determines that continuing payments would expose CLF to liability or adverse tax consequences, or otherwise be inconsistent with the mission and values of CLF.
- (f) **Indemnification** Applicant will defend, indemnify, and hold harmless the Concussion Legacy Foundation, its Directors, officers, employees, and agents, from any and all claims, losses and/or damages, of whatever kind and nature, arising from, out of, or in connection with the performance by Applicant of its obligations under this fellowship, including but not limited to reasonable attorney's fees incurred by CLF in defending itself from any and all such claims.