The Next World Grant: terms and conditions

The full terms of the grant: applying, how the winner is chosen, the build, who owns it, three years of support, your data, and how the agreement ends. Written so your legal team can read it end to end.

Version 1.1. Published 25 September 2026. Applies to Round 1 (2026) and every later round, until a newer version is published on this page.

Changes:

- 1.1 (25 September 2026): adds the judging panel, its confidentiality agreement and conflicts of interest (clauses 5.6 to 5.11), anonymised reporting to funders (clause 4.6), and Ecodia's portfolio use of the finished software (clause 18), with matching changes to clauses 4.2 to 4.4, 12.1, 12.3, 13.2 and 20.6.
- 1.0 (25 September 2026): first published version.

The short version

This summary is here to make the terms easier to read. The clauses below are what bind.

- You own what we build, including the intellectual property. It is your organisation's asset, and you can take it with you.
- Ecodia gets one narrow licence: to host and run the software for you while we support it. It ends when that does.
- The build, your own Friend, and three years of hosting, updates and support cost you nothing. The grant is not cash.
- You can end the agreement at any time and leave with your code and your data.
- What you tell us when you apply stays confidential. Every judge signs a confidentiality agreement and steps out of scoring any application they are connected to.
- We may use eligible applications, abstracted and anonymised, in reports to funders. Nothing in them identifies you or your specific idea.
- Once your software launches, Ecodia can show it in its portfolio. We never show your users' personal data.
- We never use your application or your data to train AI models, and never sell it.

Who these terms are from

These terms are issued by Ecodia Pty Ltd (ACN 693 123 278, ABN 89 693 123 278), a company registered in Queensland, Australia ("Ecodia", "we", "us"). Notices to Ecodia go to code@ecodia.au.

Ecodia's intellectual property is held within the Ecodia Group: Ecodia Pty Ltd, Ecodia Labs Pty Ltd (ACN 693 653 664) and Ecodia DAO LLC, a Wyoming limited liability company. Wherever these terms say Ecodia will assign or license a right, Ecodia also promises to make any other member of the Ecodia Group that holds that right do the same (clauses 10.3 and 11.5).

Part A applies to every organisation that applies. Part B applies to the organisation selected in a round (the "Recipient"), once it signs a Grant Schedule. Questions about these terms, or changes your advisers would like to propose before a Grant Schedule is signed, go to code@ecodia.au. We will discuss them.

Part A. Applying for the grant

This part applies to every organisation that applies for the Next World Grant.

1. The program

1.1 The Next World Grant is a program run by Ecodia. In each round, Ecodia builds custom software for one Australian for-purpose organisation at no cost to it, and hosts and supports that software for three years.

1.2 The inaugural round runs in 2026. From 2027 the grant runs three rounds a year, with one Recipient selected in each round. The opening, closing and announcement dates for each round are published on the program page at ecodia.au/next-world-grant, and the dates shown there apply.

1.3 The grant is an in-kind software build, together with the hosting and support to run it. It is not a payment of money, and nothing in these terms obliges Ecodia to pay any amount to an applicant or to the Recipient.

1.4 Ecodia may change, pause or end the program for rounds that have not yet opened, by publishing a notice on the program page. That does not affect a round that is already open, or any Grant Agreement already signed.

2. Who can apply

2.1 When it applies, an applicant must:

(a) be an Australian not-for-profit, charity or social enterprise with a genuine social or environmental mission;
(b) hold an Australian Business Number, or obtain one before it signs a Grant Schedule; and
(c) not be an existing client of Ecodia.

2.2 Registration with the Australian Charities and Not-for-profits Commission, and deductible gift recipient status, are not required.

2.3 Each organisation may submit one application in each round.

2.4 The program is not open to political parties, or to work that promotes harm or discrimination.

2.5 Ecodia may ask an applicant for reasonable evidence that it meets clause 2.1, and may exclude an application that does not.

3. Applications

3.1 There is no fee to apply. Each applicant bears its own costs of preparing its application.

3.2 An applicant warrants that the information in its application is accurate, and that the person submitting it is authorised to do so on the organisation's behalf.

3.3 The applicant keeps all intellectual property in its application. Applying gives Ecodia no ownership of, and no licence to, the applicant's ideas or material, other than the limited use in clause 4.2.

3.4 Submitting an application does not oblige Ecodia to select it, and creates no agreement to build software other than a Grant Agreement made under clause 6.

3.5 Ecodia may exclude an application that is incomplete, arrives after a round has closed, or does not meet clause 2.

4. Confidentiality of applications

4.1 Everything an applicant submits, and everything it tells Ecodia in connection with the program, is treated as confidential.

4.2 Ecodia uses application material only to assess the application, to administer the round, and for the anonymised reporting in clauses 4.5 and 4.6. Apart from the anonymised reports those clauses allow, it does not share application material with any third party other than:

(a) members of the judging panel for that round; and
(b) the service providers that store and deliver application data for Ecodia (at the date of these terms, Supabase for storage, Vercel for hosting and Resend for email), each of which processes it only to provide its service to Ecodia.

4.3 Every member of the judging panel signs the confidentiality and conflict of interest agreement described in clause 5.7 before seeing any applicant material.

4.4 Beyond what clauses 4.5 and 4.6 allow, Ecodia does not use application material for any other purpose, commercial or otherwise, and it never uses it to train, fine-tune or evaluate any artificial intelligence model.

4.5 Ecodia may publish themes drawn from across all applications in a round. It will not publish any applicant's specific idea, and it will publish anything that identifies an applicant only with that applicant's consent. Ecodia will contact an applicant for research or feedback only if the applicant opted in on its application.

4.6 Ecodia may use eligible applications, abstracted and anonymised, in reports to funders, sponsors and partner organisations about the program and the need it sees across the sector, for example the number and kinds of organisations that applied, the problems they described, and the kinds of software they asked for. These reports do not name any applicant, do not describe any applicant's specific idea in a way that could identify it, and contain nothing from which an applicant or any person could reasonably be identified. For applications received before 25 September 2026, when this clause was added, Ecodia includes an application in these reports only if the applicant ticked the research opt-in on its application, and otherwise counts it only in overall totals.

4.7 This clause 4 does not restrict Ecodia from using information that is already public, that Ecodia already knew, or that Ecodia develops independently without using the applicant's material.

4.8 This clause 4 binds Ecodia whether or not an application is selected, and continues after the round ends.

4.9 Ecodia keeps application material for the round and for the record of how the round was decided. An applicant may ask Ecodia at any time to delete its application, and Ecodia will do so. Personal information is also handled as described in Ecodia's privacy policy.

5. How the Recipient is chosen

5.1 Ecodia assesses applications against the four criteria published on the program page: Need (whether software solves the problem at all), Good done (how much it helps the people the applicant serves), Ambition (whether it would change what the organisation can do) and Fit (whether Ecodia can build it and support it).

5.2 Fit includes whether the software can be built and run on the Ecodia Platform within the support described in clause 15. Software whose core use depends on Third-Party Services charged per use, such as high-volume SMS, paid mapping or routing, per-image or per-request AI services, or video streaming, is a weaker fit unless its running cost sits comfortably within that support.

5.3 A judging panel of sector voices reviews a shortlist and advises Ecodia. The decision on the Recipient is Ecodia's, and it is final.

5.4 Ecodia announces one Recipient in each round, on or around the date published on the program page. The Recipient agrees to be named publicly as the Recipient.

5.5 If the organisation selected declines the grant, or does not sign a Grant Schedule within 30 days of its award notice, Ecodia may offer the grant to another applicant from the same round.

5.6 The judging panel is made up of people from the for-purpose, philanthropic and impact sectors, named on the program page. Panel members serve voluntarily and are not paid, and the panel may change from round to round. The program may also have a patron, who co-signs the program and does not score applications.

5.7 Before seeing any application material, each panel member signs a confidentiality and conflict of interest agreement with Ecodia. Under it, the panel member:

(a) keeps confidential everything they see or learn through the panel that is not already public, including each application, the applicants' ideas, plans, intellectual property and identities, the shortlist, and the panel's scoring, notes and discussion;
(b) uses that information only to help judge the grant, does not disclose it to anyone outside the panel, and does not use it for their own benefit or anyone else's;
(c) does not copy or keep it beyond what judging needs, and returns or securely deletes any application material they hold after the Recipient is announced;
(d) gains no rights in any applicant's idea, and agrees not to develop, pursue or pass on an idea they learn about through the panel; and
(e) remains bound by these confidentiality obligations after the round ends.

5.8 A panel member who has any connection to an applicant, whether personal, professional or through an organisation they are part of, must tell Ecodia before scoring, and takes no part in scoring or discussing that application. A connection includes working for, governing, advising, volunteering with or funding the applicant, and a close personal or family relationship with someone there. Panel members judge on the merits alone, and raise anything that could look like a conflict rather than leave it unsaid. Ecodia records every declaration.

5.9 An organisation connected to a panel member may still apply, and is assessed without that panel member. If a connection comes to light after scoring, Ecodia sets aside that panel member's input on the application and, where needed, has it assessed again. Anyone at Ecodia who assesses applications is held to the same rule.

5.10 Applicants must not contact panel members about their application while a round is being judged, and Ecodia may exclude an application whose applicant tries to influence a panel member. Panel members advise Ecodia and cannot commit Ecodia to anything.

5.11 If an applicant believes a panel member has misused its material, it may tell Ecodia at code@ecodia.au. Ecodia will look into it, and will enforce the panel member's agreement.

6. Becoming the Recipient

6.1 Ecodia tells the selected organisation in a written award notice.

6.2 The grant is then made under a Grant Agreement, which is Part B of these terms together with a Grant Schedule signed by both parties.

6.3 The Grant Schedule records, for that Recipient, the matters listed in the Schedule at the end of these terms, including the agreed scope, the build window, the named contacts, the support arrangements and the service providers that will handle the Recipient's data.

6.4 If the Grant Schedule and Part B conflict, the Grant Schedule prevails on the point it deals with specifically. No Grant Schedule may reduce the Recipient's ownership under clause 10.

Part B. The Grant Agreement

This part applies to the Recipient, from the date its Grant Schedule is signed.

7. Definitions

7.1 In these terms:

(a) "AI System" means any artificial intelligence or machine learning system Ecodia uses as a tool in producing the Deliverables or providing support.

(b) "Business Day" means a day other than a Saturday, Sunday or public holiday in Queensland.

(c) "Deliverables" means all software, source code, designs, documentation, data schemas, configuration and other material created by or for Ecodia in performing the Grant Build, including partial and unfinished work.

(d) "Ecodia Group" means Ecodia Pty Ltd, Ecodia Labs Pty Ltd, Ecodia DAO LLC, and any other entity that controls, is controlled by, or is under common control with Ecodia Pty Ltd.

(e) "Ecodia Platform" means Ecodia Studio and the supporting infrastructure on which Ecodia hosts and operates the Deliverables.

(f) "Grant Build" means the software described in the Grant Schedule, as changed under clause 9.4.

(g) "Launch Date" means the date the Grant Build is first made available to the Recipient's users, following the Recipient's confirmation under clause 9.6.

(h) "Open Source Components" means software made available by third parties under an open source licence.

(i) "Pre-existing Ecodia Tooling" means the Ecodia Group's own platform, libraries, frameworks, components and internal tooling that existed before the Grant Build or that are developed independently of it, and that are not created specifically for the Recipient.

(j) "Recipient Data" means all data, including personal information, that the Recipient or its users put into the Deliverables, or that the Deliverables generate.

(k) "Recipient Materials" means everything the Recipient owned or licensed before the Grant Agreement, or creates outside the Grant Build, including its name, brand, content, member and donor records, existing systems, and the intellectual property in them.

(l) "Support Period" means three years from the Launch Date.

(m) "Third-Party Services" means services provided by someone other than the Ecodia Group that the Deliverables use, such as payment processing, email or SMS delivery, mapping, app stores and AI model providers.

7.2 Headings and the summary at the top of these terms are for convenience and do not affect their meaning. "Including" means including without limitation.

8. What Ecodia provides

8.1 Ecodia will build the Grant Build for the Recipient, and will host and support the Deliverables on the Ecodia Platform for the Support Period, as set out in clause 15.

8.2 Ecodia will provide the Recipient with its own Friend, an AI assistant configured for the Recipient's work, for the Support Period.

8.3 All of this is at no cost to the Recipient. No fee, charge or GST is payable by the Recipient to Ecodia under the Grant Agreement. The costs the Recipient bears itself are listed in clause 15.4.

9. Scope, build and launch

9.1 Ecodia and the Recipient agree the scope of the Grant Build together, so that it is ambitious and still deliverable within the build window in the Grant Schedule.

9.2 The Grant Build must be something Ecodia can build and support on the Ecodia Platform. Ecodia will say honestly and early if any part of an idea sits outside what it can do.

9.3 The Recipient will give Ecodia the information, content, decisions and access the build reasonably needs, through its named contact, in reasonable time. Where the Recipient's input arrives late, the build window moves by the same amount.

9.4 Either party may propose a change to the scope. A change takes effect only when both parties agree it in writing, and email is enough. Neither party may change the scope on its own.

9.5 Ecodia will show the Recipient the Grant Build as it takes shape and before launch, and will fix anything that does not do what the Grant Schedule describes.

9.6 The Recipient confirms in writing when it is satisfied the Grant Build is ready to launch. It will not unreasonably withhold or delay that confirmation.

9.7 Where the Grant Build includes a mobile app, it is published under the Recipient's own Apple and Google developer accounts, so the Recipient controls the listing. Ecodia will help the Recipient set those accounts up.

10. Ownership of the Deliverables

10.1 The Recipient owns the Deliverables outright. All right, title and interest in the Deliverables, including all intellectual property rights in them, vest in the Recipient on creation. To the extent any such right arises in Ecodia, Ecodia assigns it to the Recipient absolutely, on its creation, for the full term of that right, worldwide.

10.2 The grant transfers no intellectual property to Ecodia. Ecodia takes no ownership interest in the Deliverables, the Recipient Materials or the Recipient Data.

10.3 Ecodia will procure that any other member of the Ecodia Group, and any contractor Ecodia engages, that holds or acquires any right in the Deliverables assigns that right to the Recipient on the same terms as clause 10.1.

10.4 At the Recipient's request and at Ecodia's own cost, Ecodia will sign, and will procure that any member of the Ecodia Group signs, anything reasonably needed to record or perfect the Recipient's ownership, including assignments in registrable form.

10.5 To the extent the law allows, Ecodia will obtain from each individual who contributes to the Deliverables a consent to any act or omission by the Recipient, or anyone it authorises, that would otherwise infringe that individual's moral rights in the Deliverables.

10.6 On request at any time, during or after the Support Period, Ecodia will give the Recipient a complete copy of the Deliverables, including source code, documentation and the Recipient Data, in a usable and documented form, at no cost, within 30 days of the request.

10.7 Clause 10.1 does not transfer ownership of:

(a) Pre-existing Ecodia Tooling, which is licensed to the Recipient under clause 11;
(b) Open Source Components, which the Recipient receives under their own licences, and which Ecodia will identify on request; or
(c) Third-Party Services, which are used under their providers' terms.

11. The Recipient's licence to Ecodia's own tooling

11.1 Where Pre-existing Ecodia Tooling is incorporated in the Deliverables as delivered, Ecodia grants the Recipient a perpetual, irrevocable, worldwide, royalty-free, non-exclusive licence to use, copy, modify and host it as part of the Deliverables, and to have a third party do so on the Recipient's behalf. The licence continues after the Support Period and after the Recipient moves the Deliverables off the Ecodia Platform, and it survives the end of the Grant Agreement for any reason.

11.2 The licence is for operating, maintaining and developing the Deliverables for the Recipient's own purposes. It does not permit the Recipient to separate Pre-existing Ecodia Tooling from the Deliverables and license, sell or offer it to others as a product in its own right.

11.3 The licence does not include use of the Ecodia Platform as a running service after the Grant Agreement ends. Continuing on the Ecodia Platform after the Support Period is dealt with in clause 20.4.

11.4 The licence transfers with the Deliverables to an organisation that takes over the Recipient's work under clause 23.4.

11.5 Ecodia warrants that it is entitled to grant this licence, and will procure that any member of the Ecodia Group holding rights in the Pre-existing Ecodia Tooling grants the same licence to the Recipient directly if the Recipient asks.

12. The Recipient's own material and data

12.1 The Grant Agreement grants Ecodia no licence, right or interest of any kind in the Recipient Materials or the Recipient Data, except the permissions in clause 12.2 and clause 18.

12.2 The Recipient permits Ecodia to use the Recipient Materials and the Recipient Data only as necessary to build, host, operate and support the Deliverables for the Recipient, and only while Ecodia is doing so.

12.3 Ecodia will not use the Recipient Materials or the Recipient Data to train, fine-tune or evaluate any AI System, or to build or improve any product or service for anyone else. Except as clause 18 allows for the Recipient's name, logo and the Grant Build, it will not use them for any marketing, research or other commercial purpose.

12.4 The Recipient is responsible for holding the rights it needs in the Recipient Materials it gives Ecodia, and for the content its users publish through the Deliverables.

13. Ecodia's licence to run the software, and nothing wider

13.1 The Recipient grants Ecodia a non-exclusive, royalty-free licence to host, operate, back up, maintain, update and support the Deliverables on the Ecodia Platform during the Support Period, and during any later period in which Ecodia hosts them under clause 20.

13.2 That licence is limited to running the Deliverables for the Recipient. It does not permit Ecodia to license, sublicense, sell, distribute or commercialise the Deliverables to anyone else, to use them or anything derived from them for any other client or product, or to use them as training data for any AI System. Showing the Grant Build in Ecodia's portfolio under clause 18 is not commercialising it.

13.3 The licence ends when Ecodia stops hosting the Deliverables. It does not survive.

13.4 Ecodia may describe the Grant Build publicly only as clause 18 allows.

14. Artificial intelligence

14.1 Ecodia is operated by EcodiaOS, an AI system, and uses AI Systems as tools in building and supporting software. Ecodia says so openly.

14.2 Using an AI System changes nothing about who owns the result. Everything produced with an AI System's help in the course of the Grant Build is a Deliverable, and clause 10 applies to it in full.

14.3 Ecodia will not use any AI System on terms that give its provider ownership of, or a licence over, the Deliverables, the Recipient Materials or the Recipient Data beyond what is needed to return Ecodia's own output to it.

14.4 Ecodia will not assert, and will not permit any member of the Ecodia Group or anyone under its control to assert, any ownership or licence claim over the Deliverables on the basis that an AI System contributed to them.

14.5 Australian law on whether, and in whom, copyright subsists in software produced with AI assistance is not settled. Clauses 10 and 14 give the Recipient every right the Ecodia Group holds or controls in the Deliverables, together with a promise that the Ecodia Group will claim nothing. They are not a warranty that copyright subsists in any particular part of the Deliverables.

14.6 Friend uses third-party AI model providers to answer the Recipient's questions. The providers used are listed in the Grant Schedule, and clauses 12.3 and 16 apply to what Friend processes.

15. Support for three years

15.1 For the Support Period, Ecodia provides at no cost:

(a) hosting of the Deliverables on the Ecodia Platform, including the database, file storage, security certificates and connection of the Recipient's own domain;

(b) security patches, and updates to the platform and to the software's dependencies;

(c) fixing defects, meaning anything that stops the Deliverables doing what they did at launch or what the Grant Schedule describes;

(d) monitoring, and regular backups of the Recipient Data;

(e) small adjustments of the kind ordinary support covers, such as changes to wording, settings, fields or layout within existing features;

(f) help by email from Ecodia;
(g) the Friend described in clause 8.2; and
(h) copies of the Deliverables and the Recipient Data on request under clause 10.6.

15.2 Ecodia aims to acknowledge a support request within two Business Days, and to start work on anything that stops the Deliverables working for the Recipient's users within one Business Day of being told. These are targets rather than guarantees, and missing one is not a breach unless it becomes a persistent failure to provide support.

15.3 Support does not include:

(a) new features, new modules or significant changes beyond the agreed scope, which Ecodia may offer to quote for separately, with no obligation on either party;
(b) the cost of Third-Party Services used beyond any allowance in the Grant Schedule, including services charged per use;
(c) integrations with systems the Recipient uses or pays for, other than those listed in the Grant Schedule;
(d) creating or entering the Recipient's content or data, beyond the handover and training agreed in the Grant Schedule;
(e) the Recipient's own devices, networks, email and accounts; or
(f) fixing problems caused by changes made to the Deliverables by anyone other than Ecodia, or by use outside clause 17.

15.4 The Recipient bears its own costs of domain name registration and renewal, fees for its own app store developer accounts where the Grant Build includes a mobile app, payment processing fees charged on money it receives, and any Third-Party Service it chooses to add. Before the Grant Schedule is signed, Ecodia will tell the Recipient about any cost of this kind the agreed scope is expected to involve.

15.5 If use of the Deliverables grows well beyond what the Grant Schedule anticipated, so that hosting or Third-Party Service costs rise materially, Ecodia will tell the Recipient and the parties will agree in good faith how to handle it, for example by adjusting a feature, moving to a less costly service, or sharing the additional cost. Ecodia will not suspend or degrade the Deliverables for this reason without first giving at least 60 days' written notice.

15.6 Ecodia will keep the Deliverables running on supported, maintained versions of the technology they depend on. It may change the Ecodia Platform during the Support Period, provided the Deliverables keep doing what they did at launch.

16. Privacy, data and security

16.1 As between the parties, the Recipient controls the Recipient Data and Ecodia handles it on the Recipient's behalf. The Recipient is responsible for its own privacy policy and for any consents it needs from its users.

16.2 Ecodia will handle personal information in the Recipient Data in line with the Privacy Act 1988 (Cth) and the Australian Privacy Principles, as if bound by them whether or not it is, and only for the purposes in clause 12.2.

16.3 Ecodia will protect the Recipient Data with reasonable security measures suited to its nature, including encryption in transit, access limited to the people and systems that need it, and regular backups.

16.4 The service providers that store or process Recipient Data, and where the data is stored, are listed in the Grant Schedule. Ecodia will tell the Recipient before adding or replacing one. Some of them operate outside Australia.

16.5 If Ecodia becomes aware of unauthorised access to, disclosure of, or loss of Recipient Data, it will tell the Recipient without undue delay and in any case within 72 hours, and will help the Recipient assess the incident and meet any obligation it has under the Notifiable Data Breaches scheme.

16.6 Ecodia never sells Recipient Data and never uses it for advertising.

16.7 When the Grant Agreement ends and any handover and wind-down under clause 20 is complete, Ecodia will delete the Recipient Data within 30 days, except copies held in routine backups, which are deleted as those backups expire, and any record Ecodia is required by law to keep.

17. Using the Ecodia Platform

17.1 The Recipient will use the Deliverables and the Ecodia Platform lawfully, and will not use them, or allow them to be used, to:

(a) publish or send anything unlawful, defamatory or discriminatory, or anything that infringes another person's rights;
(b) send spam or unsolicited bulk messages;
(c) introduce malicious code, or attempt to access systems or data it is not authorised to access;
(d) interfere with the Ecodia Platform or with other organisations using it; or
(e) resell the Ecodia Platform, or give third parties access to it other than as users of the Deliverables.

17.2 The Recipient will keep its account credentials secure and will tell Ecodia promptly if it suspects they have been compromised.

17.3 If use of the Deliverables creates a serious and immediate risk of harm, legal liability or damage to the Ecodia Platform, Ecodia may suspend the affected part until the risk is dealt with. It will tell the Recipient straight away, and restore it as soon as it is safe to do so.

18. Publicity and Ecodia's portfolio

18.1 The Recipient agrees to be named publicly as the Recipient of the Next World Grant for its round.

18.2 From the Launch Date, Ecodia may show the Grant Build in its portfolio: on its website, in case studies, and in presentations and reports to funders, sponsors and partners. For that purpose the Recipient grants Ecodia a non-exclusive, royalty-free licence to use the Recipient's name and logo, a description of the software and what it does, and screenshots or recordings of it. This licence continues after the Support Period and after the Grant Agreement ends.

18.3 Portfolio material never includes Recipient Data that identifies any person, or anything the Recipient has told Ecodia in confidence. Screenshots and recordings show demonstration data or the software's public-facing views.

18.4 Ecodia will show the Recipient a case study before it is first published, and will correct anything the Recipient reasonably says is inaccurate. Impact figures, and quotes attributed to people at the Recipient, are published only with the Recipient's consent.

18.5 If the Recipient has a genuine safety, privacy or confidentiality reason to limit how its name or software is shown, for example because it supports people at risk, Ecodia will agree reasonable limits with it.

18.6 The Recipient may say publicly that its software was built with Ecodia under the Next World Grant. It is welcome to use the credit "Built with Ecodia", and is not obliged to.

19. Warranties and liability

19.1 Ecodia will carry out the Grant Build and the support with due care and skill, to the standard of a competent software developer.

19.2 Ecodia warrants that, to its knowledge, the Deliverables as delivered by Ecodia will not infringe anyone's intellectual property rights, and that it will use Open Source Components in line with their licences.

19.3 Otherwise, and to the extent the law allows, the Deliverables and the support are provided without further warranty. Ecodia does not promise that the Deliverables will be uninterrupted or free of every error. It promises to fix defects under clause 15.

19.4 Nothing in these terms excludes, restricts or modifies any right, remedy or guarantee that cannot lawfully be excluded, including under the Australian Consumer Law. Where the law allows Ecodia's liability for such a guarantee to be limited, it is limited to supplying the services again, or paying the cost of having them supplied again.

19.5 Neither party is liable to the other for indirect or consequential loss, or for loss of profit, revenue, funding or opportunity, arising in connection with the Grant Agreement, except loss caused by a party's breach of clause 4, 12.3 or 16, its infringement of the other party's intellectual property, or its fraud or wilful misconduct.

19.6 The Recipient is responsible for claims arising from the Recipient Materials, from content its users publish through the Deliverables, and from its use of the Deliverables outside clause 17.

20. Ending the agreement

20.1 The Recipient may end the Grant Agreement at any time, for any reason, by written notice to Ecodia.

20.2 Ecodia may end the Grant Agreement by written notice only if:

(a) a statement the Recipient made under clause 2.1 or 3.2 was materially untrue when made;
(b) the Recipient materially breaches the Grant Agreement and does not fix the breach within 30 days of written notice describing it;
(c) the Recipient seriously or repeatedly breaches clause 17; or
(d) the Recipient stops operating, is wound up or deregistered, or becomes insolvent, and no organisation takes over its work under clause 23.4.

20.3 Ecodia may not end the Grant Agreement for convenience during the Support Period. If Ecodia stops operating, or stops offering hosting and support altogether, it will give the Recipient at least 90 days' written notice, hand over the Deliverables under clause 10.6, and give reasonable help moving them to another host.

20.4 At least 90 days before the Support Period ends, Ecodia will write to the Recipient setting out its options: continuing on the Ecodia Platform on Ecodia's commercial terms at that time, which the Recipient is free to accept or decline, or moving the Deliverables elsewhere.

20.5 When the Grant Agreement ends for any reason, or the Support Period ends and the Recipient does not continue with Ecodia:

(a) Ecodia hands over the Deliverables and the Recipient Data under clause 10.6;

(b) Ecodia keeps hosting the Deliverables for 60 days, or longer if the parties agree, so the Recipient can move them without interruption, unless the Grant Agreement ended under clause 20.2(c);

(c) Ecodia gives reasonable help to the Recipient, or to its new provider, to move the Deliverables; and

(d) Ecodia then deletes the Recipient Data under clause 16.7.

20.6 Ending the Grant Agreement never affects the Recipient's ownership. Clauses 10, 11, 12, 13.2, 14.2 to 14.5, 16.5 to 16.7, 18.2 to 18.5, 19, 20.5, 20.6, 22 and 23, and clause 4 in Part A, survive it.

21. If the build cannot be finished

21.1 If it becomes clear that some or all of the agreed scope cannot be delivered within the build window, Ecodia will tell the Recipient promptly, and the parties will agree in good faith a reduced or re-shaped scope, or a longer window.

21.2 If they cannot agree, or Ecodia cannot deliver even the reduced scope, the Recipient may end the Grant Agreement under clause 20.1, and Ecodia will hand over everything built so far, including unfinished work, source code and documentation, under clause 10.6.

21.3 Subject to clause 19.4, that handover, together with any reduced scope Ecodia does deliver, is the Recipient's remedy for the build not being finished. Because no money changes hands under the grant, neither party owes the other damages or compensation for it.

21.4 Neither party is responsible for a delay or failure caused by something outside its reasonable control, such as a natural disaster, the failure of a major infrastructure provider, or a change in the law, provided it tells the other party promptly and does what it reasonably can to limit the effect.

22. Disputes

22.1 Either party may give the other written notice of a dispute. The named contacts will then meet, in person or by video, within 10 Business Days to try to resolve it.

22.2 If the dispute is not resolved within 20 Business Days of the notice, either party may refer it to mediation administered by the Resolution Institute, with the mediator's costs shared equally.

22.3 Neither party may start court proceedings about a dispute until the mediation has ended, except to seek urgent interim relief.

23. General

23.1 Entire agreement. The Grant Agreement, together with Part A, is the whole agreement between the parties about the grant.

23.2 Promises on the program page. If anything Ecodia has published about the grant is more favourable to the Recipient than these terms, the published statement prevails. Ecodia should not be able to take back in a contract what it promised on a page.

23.3 Changes. The Grant Agreement can be changed only in writing signed by both parties. Ecodia may publish a new version of these terms for future rounds, and a Grant Agreement already signed stays on the version it was signed under unless both parties agree otherwise.

23.4 Assignment. Ecodia may not assign or novate the Grant Agreement without the Recipient's written consent, which the Recipient will not unreasonably withhold where the new party is a member of the Ecodia Group that takes on all of Ecodia's obligations. The Recipient may transfer the Grant Agreement and the Deliverables to an organisation that takes over its work, by written notice to Ecodia, provided that organisation agrees to be bound by the Grant Agreement.

23.5 Subcontracting. Ecodia may use subcontractors and service providers, and remains responsible for them as if their acts were its own.

23.6 Relationship. The parties are independent. Nothing in the Grant Agreement makes either party the partner, employee or agent of the other.

23.7 Severability. If a provision is invalid or unenforceable, it is read down or severed to the extent necessary, and the rest continues in effect.

23.8 Waiver. A right is waived only in writing.

23.9 Notices. Notices must be in writing and may be sent by email to the addresses in the Grant Schedule or, for Ecodia, to code@ecodia.au. An email notice is received when it enters the recipient's mail server, unless the sender receives a delivery failure message.

23.10 Signing. The Grant Schedule may be signed electronically and in counterparts.

23.11 Governing law. The Grant Agreement is governed by the law of Queensland, Australia, and each party submits to the non-exclusive jurisdiction of its courts.

Schedule. What the Grant Schedule records

A Grant Schedule is prepared for each Recipient and signed by both parties. It records:

1. the Recipient's legal name, ABN, address and named contact;
2. the round and the date of the award notice;
3. the agreed scope of the Grant Build;
4. the build window and the target Launch Date;
5. the handover and training Ecodia will provide;
6. any integrations with the Recipient's existing systems that are included;
7. the Third-Party Services the Deliverables use, any usage allowances Ecodia covers, and any costs the Recipient bears under clause 15.4;
8. the service providers that store or process Recipient Data, and where the data is stored;
9. the AI model providers Friend uses;
10. Ecodia's named contact and each party's address for notices; and
11. the signatures of both parties, including any member of the Ecodia Group that signs under clause 10.4 or 11.5.
