

Fluxx Grants Portal Terms of Use

The Andrew W. Mellon Foundation (the “Foundation”) provides access to its Fluxx Online Grants Portal (the “Grants Portal”) for its grantee and prospective grantee institutions and their institutional representatives (each a “User” and collectively “Users”) as a way to streamline and enhance the processes for proposing and administering grants. By accessing or using the Grants Portal, each User acknowledges having read and understood, and agrees to be bound by, the following terms of use (“Terms”). Grantee and prospective grantee organizations ultimately are responsible for ensuring that their institutional representatives follow these Terms, and are responsible for any violations thereof. The Foundation may modify the Terms at any time, and a User’s continued use of the Grants Portal constitutes acceptance of the Terms as modified.

To access the Grants Portal, each User must have an individual account with a username and password that is unique and exclusive to the User. The Foundation does not permit Users to share accounts with each other or with others at the User’s institution. Each User is responsible for maintaining the security and confidentiality of that User’s account and password, and is responsible for any and all activities that occur under the User’s account. Users must notify the Foundation immediately of any unauthorized account access or any other breach of security of which they become aware.

Users have access to any proposals and grants for which they have been assigned any of five roles: 1) project lead / principal investigator, 2) grant management contact, 3) leader of organization, 4) financial or other contact, and 5) additional contact. Users, not the Foundation, are responsible for determining who should be assigned to each role and have access to information contained in an individual proposal.

All elements of the Grants Portal, including its software and content displayed on the portal (“Site Content”), are protected by copyright, trademark, and/or other applicable laws relating to intellectual property. Any Site Content used to design, develop, or host the Grants Portal is owned by and shall remain the property of the Foundation and/or third parties and is hereby specifically not transferred to any User. All trade names, logos, trademarks, and/or service marks which appear on the Grants Portal are the property of the Foundation or their respective owners, and may not be used without the prior written approval of the owner.

The Grants Portal and its Site Content are provided on an “as is” basis. The Foundation makes no representations or warranties, either express or implied, regarding the Grants Portal or the Site Content, and hereby specifically disclaims any and all such representations or warranties of any kind, including those with respect to the completeness, accuracy, or currency of information presented or its suitability for any particular purpose. The Foundation does not guarantee continuous, uninterrupted, or secure access to the Grants Portal. Use of the Grants Portal is solely at a User’s own risk. The Foundation may suspend or terminate any account or a User’s access to the Grants Portal at any time.

In no event shall the Foundation or its trustees, officers, employees, representatives, agents, successors, or assigns be liable to Users or any other party for any claims, liabilities, losses, costs, or damages under any theory, including but not limited to any direct, indirect, punitive, special, incidental, or consequential damages arising out of or in connection with any access, use (or inability to use), or distribution of the Grants Portal or its Content. To the fullest extent permitted by law, each User agrees to indemnify and hold harmless the Foundation from and against any and all claims, liabilities, losses, costs, or damages (including reasonable attorneys’ fees), arising out of or occurring in connection with a User’s (a) use of the Grants Portal, or (b) violation of any of the Terms.

The Terms are governed by the laws of the State of New York. Any dispute regarding the Terms or use of the Grantee Portal shall be resolved solely in the state or federal courts located in New York, New York.

Any inquiries regarding these Terms should be directed to fluxxusers@mellon.org.