



PATHWAYS  
to FREEDOM

## Pathways to Freedom City Competition Official Rules

### 1. BACKGROUND

These rules, terms, and conditions (“Official Rules”) apply to Partnership for Freedom’s (“PFF”) Pathways to Freedom City Competition (“City Competition”). Humanity United and the NoVo Foundation (the “Sponsors”) are sponsoring the City Competition and will work in collaboration with 100 Resilient Cities (“100RC”). 100RC – pioneered by the Rockefeller Foundation – is a program dedicated to helping cities around the world become more resilient to the physical, social and economic challenges that are a growing part of the 21st century. PFF is a public-private partnership dedicated to promoting innovating solutions to end modern slavery in the United States and around the world. The Sponsors and the Rockefeller Foundation are referred to collectively as the “Competition Partners.”

The City Competition challenges city leaders to rethink assumptions, strengthen responses to human trafficking, and adopt policies to better support trafficking victims and survivors.

Please read these Official Rules carefully before entering the City Competition. These Official Rules include additional information on eligibility and other requirements in the [Pathways to Freedom City Competition application](#) (“Application”).

Each Application must comply with the Official Rules to be considered and each applicant must comply with the Official Rules to be eligible to be selected as a winner. By submitting an Application, the applicant (each an “Applicant”) is deemed to agree to the Official Rules.

### 2. CITY COMPETITION DESCRIPTION

The Pathways to Freedom City Competition will permit eligible U.S. cities to compete for funding to hire a senior fellow (“Senior Fellow”) for two years to develop innovative, citywide responses to sex and labor trafficking.

The City Competition will be conducted in four phases:

- 1) Application period;
- 2) Judging of submissions and selection of finalists;

- 3) Finalist diligence and selection of winners; and
- 4) Entry into Grant Agreements and Senior Fellow selection.

#### Important Dates (2017)

October 20th (11:59pm PT): Application Deadline  
October 23rd – November 3rd: Finalist Interviews  
November 13th – 17th: Winners Notified  
December 20th: City Grant Agreements Signing Deadline

### **3. ELIGIBILITY TO COMPETE**

To apply, the Applicant must be a municipal government within the United States, including Puerto Rico, which is a member of 100RC as of the date the Application is submitted.

If any employee, contractor, agent, or other person directly involved in preparing, submitting, or otherwise handling Applicant's submission is a member of the immediate family (e.g., spouse, child, sibling, or parent) of any director, officer, or employee of any Competition Partner, then such relationship must be disclosed when the Applicant submits its Application. PFF, at its sole discretion, may disqualify an Applicant where it determines there exists a conflict of interest.

### **4. HOW TO APPLY**

To enter the City Competition, each Applicant must submit the following by email to [apply@partnershipforfreedom.org](mailto:apply@partnershipforfreedom.org) with the subject line "Challenge 3 Application – [City Name]" no later than 11:59pm PT on October 20, 2017:

- (a) A [completed Application](#) in PDF form, including all supplemental materials, signed by an authorized representative of the city; the authorized representative must sign the Application by typing his or her first and last name and title and checking the box.
- (b) A letter of support from the highest-ranking representative of the city government, whether elected or appointed (typically, the mayor, city chief executive officer, or city manager) ("Chief Executive"). This letter must:
  - (i) clearly state that the Chief Executive agrees with the answers to the Application questions,
  - (ii) indicate a commitment to providing the necessary support if the city is selected as a Pathways to Freedom City Competition winner, and
  - (iii) briefly detail the city's capacity and willingness to adopt and implement a citywide strategy on trafficking. If a winning city's Chief Executive is replaced before or during the term of the Grant Agreement, PFF will require the city's new Chief Executive to submit a similar letter of support.

- (c) A letter of support from the official in charge of the city agency most likely to host the Senior Fellow, if the Senior Fellow will reside in a city agency and not report directly to the Chief Executive.
- (d) Two letters of support from local nonprofit organizations or community groups operating in the city expressing willingness to partner with the future Senior Fellow, if the city is selected as a winner.
- (e) An organizational chart for the city highlighting the proposed placement of the Senior Fellow and the 2017 pay scale for city employees.

Each Applicant also must:

- (i) Coordinate with the city’s 100RC Chief Resiliency Officer (“CRO”) to ensure that the application, where possible, is consistent with or compliments the vision and goals of the City’s Resilience Strategy. The CRO must acknowledge submission of the Application by the checking the box in the Application. Please note that Applications are not limited to the Chief Resiliency Office, and can come from any city government agency, but must be made with the support and acknowledgment of the CRO;
- (ii) Provide any additional material and references in support of the Application that may be requested by PFF, all of which will be considered part of the Application;
- (iii) Designate in the Application a primary point of contact (“Lead”); and
- (iv) Comply with the Official Rules.

If a dispute arises concerning the identity or authority of any person submitting an Application or any Lead that cannot be resolved to PFF’s satisfaction, the Application will be deemed ineligible.

Applications received after the deadline will not be eligible or reviewed and will not be returned. If multiple applications are received from a city, only the first Application received will be considered. Once submitted, an Application may not be altered except in response to PFF’s request for additional information or materials or as PFF otherwise permits in its sole discretion.

## **5. SELECTION PROCESS**

A panel of expert evaluators from within HU and NoVo with experience in the fields of anti-trafficking, human rights, victims’ rights, and/or philanthropy will review all timely received Applications and select up to five finalist cities (“Finalists”) based on the criteria set out below (“Competition Criteria”):

- (a) *Holistic Approach*: The Applicant must propose a holistic approach to trafficking that includes all victims of human trafficking, including victims of sex

and labor trafficking, foreign nationals and U.S. citizens, and victims of all ages, races, genders and sexual orientations.

(b) *Comprehensive Approach*: The Applicant must propose a comprehensive approach to trafficking that includes coordination of multiple city government agencies beyond law enforcement. Applicants should include examples of previous successful interagency initiatives and collaboration.

(c) *Community Engagement*: The Applicant must articulate a commitment and strategy to ensure that development of a citywide response to trafficking includes the engagement of a wide range of community stakeholders, including trafficking survivors. Additionally, Applicants should highlight existing or proposed mechanisms for ongoing engagement with nonprofit organizations or community groups on current city policies affecting trafficking, the development a policy Blueprint, and implementation of new anti-trafficking strategies.

(d) *Leadership Buy-In*: The Applicant must: (i) describe the support of senior city leadership for the creation of a city-wide Senior Fellow to strengthen anti-trafficking policies and practices and forthcoming policy recommendations, and (ii) outline the structure for the Senior Fellow as a direct report to the city's Chief Executive or the Chief Executive's direct reports.

(e) *Enabling Environment*: The Applicant must articulate how a Senior Fellow will be empowered to advise, coordinate, and direct multiple government agencies as well as specific strategies for supporting the Senior Fellow's success, including through staff support, advisory committees, and an operational budget (to aid in travel, production of publications, public events, etc.).

If PFF determines that fewer than five Applicants sufficiently satisfy the Competition Criteria, then fewer than five submissions will be chosen as Finalists. Each Finalist must be available by email, telephone, video or in-person for interviews with PFF during the week of October 23 – November 3, 2017.

PFF will select up to three winning cities from the Finalists based on interviews and Competition Criteria (each, a "Winner"). If PFF determines that fewer than three Finalists sufficiently satisfy the Competition Criteria, then fewer than three submissions will be chosen as Winners.

If chosen as a Winner, the city must enter into a Grant Agreement ("Grant Agreement") with one or more Sponsors no later than December 20, 2017. The Grant Agreement will include the terms for the Pathways to Freedom grant award, and will, among other things, require the Winner to:

- (i) Commit to hiring a Senior Fellow (or expanding the role of an existing employee to act as a Senior Fellow), in consultation with PFF, and having them start in the municipal government as a direct report/senior level advisor to the Chief Executive or within two reporting lines of the Chief Executive (i.e. a direct report to a direct report of the Chief Executive) by no later than March 1, 2018, in accordance with the terms of the Official Rules and the Grant Agreement.
- (ii) Commit (through the Senior Fellow) to: (1) engaging with local communities of interest to gain input regarding the development of a citywide policy blueprint on human trafficking (the “Blueprint”), (2) creating the Blueprint in the first year, and (3) implementing the Blueprint in the second year.
- (iii) Participate (through the Senior Fellow) in monthly calls and/or periodic meetings with other cities selected as winners to share knowledge and experiences relating to the grant activities.
- (iv) Share learnings with other Pathways to Freedom cities, the Pathways to Freedom digital platform, and the Competition Partners.
- (v) Monitor progress and be willing to adapt to learnings, build on successful activities, and test new techniques, processes, services, and systems that expand the city’s ability to respond to human trafficking.

A Finalist will not officially be determined to be a Winner until the Finalist has complied with all requirements, including entering into a Grant Agreement. All decisions of PFF are final and binding. Each Applicant agrees not to contact or communicate with PFF or the Sponsors outside of the authorized submission processes, directly or through any intermediary, and acknowledges that any violation of this restriction may result in Applicant’s disqualification. By participating in the City Competition, each Applicant agrees to be bound by and not to challenge PFF’s decisions. No public announcement of scores or evaluations of any type by PFF will be posted or available, and feedback on Applications will not be provided.

## **6. GRANT AWARDS**

Each selected Winner who has entered into a Grant Agreement, will be eligible to receive a grant award to fund a Senior Fellow for two years. All grant award payments to each Winner will be subject to these Official Rules and the Grant Agreement.

The grant award to each Winner will include:

- (a) Support for a Senior Fellow for two years to strengthen anti-trafficking policies and practices; the Senior Fellow will serve in the municipal government as a direct report/senior level advisor to the Chief Executive or within two reporting lines of the Chief Executive (i.e. a direct report to a direct report of the Chief Executive).

- (b) In-kind support for the development of a city-wide policy Blueprint on human trafficking, to be created under the guidance of the Senior Fellow in his/her first year, and implemented in his/her second year.
- (c) Technical assistance to the Senior Fellow from anti-trafficking organizations and networking assistance to the Senior Fellow with senior fellows in the other winning cities.

If a city selected as a Winner is unable for any reason to fulfill the terms of the Official Rules or the Grant Agreement, PFF reserves the right to select an alternate Winner and to require the city to return any grant award funds that have not be spent.

PFF will determine, in its sole discretion, total grant awards for each Winner based, among other considerations, on the relevant pay-scale, staffing model, and available complimentary resources at each city selected as a Winner. PFF reserves the right to disburse the grant award over the course of one or more payments, which payments may track milestones and achievements in advancing and deploying the funded activities. All grant awards must be used solely to support the placement of a Senior Fellow to strengthen anti-trafficking policies and practices and to implement the concepts set forth in the winning submission.

Each Applicant acknowledges that any grant award that may be considered in connection with the City Competition must satisfy all legal criteria and requirements in the Grant Agreement, which will be determined in PFF's and the Sponsors' sole discretion.

## **7. NOTICES TO FINALISTS/WINNERS**

Applicant agrees that notification sent to the Lead (at the contact information provided in the Application) will be valid notice to the Applicant. Each Lead is responsible for sending any updated contact information to PFF in a timely manner to [apply@partnershipforfreedom.org](mailto:apply@partnershipforfreedom.org) using the subject line "[City Name] – Contact Info Update."

PFF will notify Finalists and Winners using the Lead's email address. PFF is not responsible for incorrect e-mail addresses or other communication problems of any kind. If the Applicant does not respond within five calendar days after a notification was sent, or if the notification is returned as undeliverable, PFF may, in its sole discretion, disqualify the Application and select an alternate Finalist or Winner.

## **8. REPRESENTATIONS, WARRANTIES, AND COVENANTS**

By participating in the City Competition and submitting an Application, each Applicant represents, warrants, and covenants as follows:

- (a) The individual submitting the Application is authorized to submit the Application and bind the city on whose behalf the Application is submitted to

these Official Rules. Upon request, the individual who submitted an Application will provide written proof of authorization on behalf of the Applicant city.

- (b) It is free to submit the Application and agree with the terms of the Application and the Official Rules without the consent of any third party, and it has the capability to fully perform its obligations as set forth in the submission;
- (c) It is eligible to participate in the City Competition in accordance with the Official Rules;
- (d) It is not a party to (and it agrees not to become a party to) any agreement, obligation, or understanding that is inconsistent with the Application or the Official Rules or that might otherwise limit or impair PFF's rights or Applicant's obligations as set forth in its submission;
- (e) There is no suit, proceeding, or any other claim pending or threatened against Applicant, nor does any circumstance exist, to Applicant's knowledge, which may be the basis of any such suit, proceeding, or other claim, that could limit or impair Applicant's performance as set forth in its submission;
- (f) The Application and its implementation does not and will not violate any local, state, or federal laws or regulations or the laws of any other jurisdictions applicable to Applicant;
- (g) The Application and its implementation does not and will not violate or infringe the intellectual property rights, privacy rights, publicity rights, or other legal rights of any party, including any contractual rights;
- (h) It has all necessary rights (through ownership or license) to: (i) include all content included in the Application, and (ii) to grant Sponsors all rights granted in the Official Rules; and
- (i) It will follow principles of good sportsmanship in participating in the City Competition (including by competing in an ethical manner and not defaming or disparaging any other Applicant, Competition Partner, or other party) and it will not attempt to sabotage or disrupt the activities of any Applicant in any unethical or illegal manner. To avoid any doubt, this Section will not be construed to limit the rights of Applicant to compete fairly.

**9. INTELLECTUAL PROPERTY**

Applicant will retain all copyright and other intellectual property rights in the Application, subject to the rights granted in these Official Rules.

By participating in the City Competition, Applicant hereby irrevocably grants to the PFF and the Sponsors a limited, non-exclusive, royalty free, worldwide, perpetual, sublicenseable right to reproduce, distribute, create derivative works of, and publicly display and perform all content submitted in or with the Application in all media now

known or later developed in furtherance of PFF's and the Sponsors' respective charitable and educational missions and objectives, including to administer and publicize the City Competition and to perform and share learning and impact assessments of the City Competition.

Applicant hereby irrevocably grants to PFF and the Sponsors the right to use the Applicant city's name, information and logos in any and all media now known or later developed in connection with advertising and otherwise promoting and reporting about the City Competition, Pathways to Freedom, and PFF. Before release of a City Competition press release using a specific Applicant's name or logo, PFF will endeavor to coordinate with the Applicant's chief press officer identified in the Application.

Applicant agrees it will not display or otherwise use the name, logo, or other trademark (or any abbreviation or variation of them) of any Competition Partner (including Humanity United, NoVo Foundation, and Rockefeller Foundation) or the name of any Competition Partner's board members, officers, employees or agents in any promotional material or other public announcement or disclosure without the prior written consent of the applicable Competition Partner, which may be given or withheld in its sole discretion in each case.

## **10. MODIFICATIONS AND DISQUALIFICATION**

PFF reserves the right, in its sole discretion:

- (a) To supplement or otherwise modify these Official Rules (including any dates and deadlines) and any other terms and materials of the City Competition to assure the fair and efficient operation of the City Competition and to comply with applicable laws (e.g., the Internal Revenue Code and Treasury Regulations) and the overall mission and objectives of PFF, the Competition Partners, and the City Competition.
- (b) To suspend, postpone, terminate or otherwise modify the City Competition, or any Applicant's participation in the City Competition.
- (c) To disqualify any Applicant or potential Finalist or Winner who: (i) is determined to be ineligible or not to have complied with the Official Rules; (ii) declines to enter into a Grant Agreement or declines a grant award; (iii) tampers or attempts to tamper with the entry process or operation of the City Competition or the City Competition website, (iv) violates these Official Rules, (v) acts in an unsportsmanlike or disruptive manner, or (vi) attempts to annoy, abuse, threaten, or harass any other person.

If a potential Finalist or Winner is disqualified, PFF may select an alternate Finalist or Winner or decide not to make the grant award if PFF determines the mission and objectives of the City Competition cannot be met. Sponsors have no obligation to make any grant award and Sponsors will have no liability to any Applicant or potential Finalist, potential Winner, or other person or entity if Sponsors determine not to proceed with the

City Competition or not to make any grant awards.

## **11. LINKS TO THIRD-PARTY WEBSITES**

The City Competition website may contain links to third-party websites that are not owned or controlled by PFF. PFF does not endorse or assume any responsibility for any such third-party sites. If an Applicant accesses a third party website from the City Competition website, it does so at its own risk and expressly releases the Sponsors from any and all liability arising from use of any third-party website content.

## **12. INDEMNIFICATION; RELEASE; LIABILITY**

By participating in the City Competition, each Applicant hereby agrees that:

(a) It will indemnify, defend, and hold harmless PFF and the Competition Partners, including their respective officers, directors, employees, agents, and affiliates (collectively, the “Released Parties”) from all liabilities, damages, costs, and expenses (including reasonable attorneys’ fees) (collectively, “Losses”) that any Indemnified party incurs based on a third-party claim relating in any way to Applicant’s Application or participation in the City Competition, including any breach or alleged breach of any of the representations, warranties, and covenants made under the Official Rules or the Application.

(b) The Sponsors will not be responsible or liable for any Losses to Applicant or the Senior Fellow resulting from Applicant’s participation in the City Competition or any City Competition-related activity, or from any Applicant’s acceptance, receipt, possession, use, or misuse of any grant award funds, including the hiring and employment of the Senior Fellow. Applicant assumes sole responsibility for any Losses which may occur to Applicant and the Senior Fellow, or any other person or entity claiming on behalf of Applicant or the Senior Fellow, that relates in any way to Applicant’s or the Senior Fellow’s participation in the City Competition.

(c) Applicant hereby irrevocably releases the Released Parties from all liability, claims, or actions of any kind whatsoever, known or unknown, including any Losses, that Applicant has or ever may have relating to the City Competition and any grant award. Applicant also knowing waives all rights and benefits under California Civil Code 1542 (which states “A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor”) as well as any similar rights and benefits under any law of any other jurisdiction that limits the release of unknown claims.

(d) Without limiting the generality of the foregoing, the Competition Partners are not responsible for incomplete, illegible, misdirected, misprinted, late, lost, postage-due, damaged, or stolen entries or grant notifications; or for lost,

interrupted, inaccessible, or unavailable networks, servers, satellites, Internet Service Providers, websites, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone, cable transmissions or other communications; or for any technical malfunctions, failures, difficulties, or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information. Additionally, each Applicant agrees to be bound by and not to challenge the decisions of PFF, the number or amount of grant awards provided, or the value or availability of in-kind or financial support provided or not provided by PFF.

### **13. PRIVACY POLICY**

By participating in the City Competition, each Applicant hereby agrees and consents to PFF's collection and usage and sharing with Competition Partners all information, including any personal information contained in an Application, and acknowledges that it has read and accepted the PFF [privacy policy](#).

### **14. FURTHER ASSURANCES**

Applicant agrees to execute additional documents and take further actions as the Sponsors may determine are necessary to implement and carry out the intent, terms and conditions of these Official Rules and the objectives of the City Competition and the mission of the Sponsors, including the Grant Agreement with the Sponsor(s).

### **15. GOVERNING LAW**

All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules shall be governed by and construed in accordance with the laws of the District of Columbia applicable to agreements made and to be performed in the District of Columbia unless the Applicant is expressly prohibited by law from being subject to the governing law of the District of Columbia, in which case the laws of the state in which Applicant is located will govern the Official Rules. Any claim relating to the City Competition must be brought exclusively in the applicable courts located in the District of Columbia unless the Applicant is expressly prohibited by law from submitting to the venue of those courts, in which venue for any claim relating to the City Competition will be brought in the applicable courts located within the Applicant city. Notwithstanding the foregoing, to the extent permitted by law, the right of Applicant to litigate, to seek injunctive relief or to make any other recourse to judicial or any other procedure in case of disputes or claims resulting from or in connection with this City Competition are hereby excluded and any Applicant expressly waives any and all such rights.

### **16. GENERAL**

These Official Rules (including all other documents referenced herein) contain the entire agreement between and among any Applicant, on the one hand, and PFF and the

Sponsors, on the other hand, and supersede all prior or contemporaneous written or oral agreements with respect to the City Competition.

No legal partnership, joint venture or similar relationship between Applicant and PFF or any Sponsor is created by submitting an Application or by receipt or acceptance of a grant award.

All Applications (including all supplementary materials) submitted in connection with the City Competition become the property of PFF and will not be acknowledged or returned. Proof of submission of an Application will not be considered proof of receipt by PFF. PFF assumes no liability or responsibility for any error, omission, interruption, deletion, theft, destruction or unauthorized access to, or alteration of, any submission.

The City Competition is void in any jurisdiction where it is prohibited.

The failure of PFF to exercise or enforce any right or provision of these Official Rules will not constitute a waiver of such right or provision.

If any provision of these Official Rules conflicts with the law under which they are construed or that is otherwise applicable or if any such provision is held invalid by a competent authority, the provision should be restated to reflect as nearly as possible the original intent in accordance with the law and the remainder of these Official Rules will remain in full force and effect.

Submission of an application and participation in the City Competition constitutes the Applicant's full and unconditional agreement to these Official Rules.

The word "including" in these Official Rules is illustrative and means "including but not limited to."