

Coinholder-Directed Retroactive Grants Program

Terms & Conditions

Last updated: September 2025

These Terms & Conditions (the “Terms”) govern participation in the Coinholder-Directed Retroactive Grants Program (the “Program”) described in [ZIP-1016](#) and accompanying Call for Proposals. By submitting an application, you acknowledge and agree to the following:

1. Purpose

Submission of a grant application to the Program does not guarantee funding. Awards are discretionary and subject to community approval, verification, and available resources. The Program provides retroactive funding for impactful work already completed that advances the Zcash ecosystem and aligns with community priorities. Awards recognize past outcomes, not future commitments.

Transparency & Governance

- **Public Disclosure:** All proposals, award decisions, and disbursements will be made publicly available for community review.
 - **Auditability:** Program administrators and keyholders may publish summaries of verification and due diligence processes (excluding sensitive personal data) to ensure accountability.
 - **Governance Reference:** Awards are determined by the coinholder governance process as outlined in ZIP-1016. Applicants should review ZIP-1016 to understand how proposals are considered, how votes are tallied, and the limited circumstances under which keyholders may exercise veto authority.
 - **Oversight:** Keyholder organizations (ECC, ZF, Shielded Labs) act solely in an administrative capacity to implement community-approved decisions.
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2. Eligibility

- Work must be completed before submission.
 - Deliverables must be openly available under the MIT License.
 - Applicants must be legally able to receive funds in their jurisdiction and comply with applicable laws, including sanctions and export controls.
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3. Award Process

- Awards are determined through the coinholder process defined in ZIP-1016.
 - Keyholder organizations (ECC, ZF, Shielded Labs) manage disbursement in accordance with community approval, except where veto is required by law or in cases of harm.
 - No advance payments are made. Only completed and verified work is eligible.
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4. Verification

Applicants must provide sufficient evidence of completed work and impact, such as repositories, releases, adoption metrics, or other public artifacts. Program administrators may request clarifications or conduct due diligence (including sanctions/KYC checks).

5. Payments

- Payments will be made in ZEC to the address specified in your application.
 - Network fees or conversion may affect the final amount received.
 - Recipients are solely responsible for any applicable taxes or reporting.
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6. Obligations of Awardees

- Deliverables must remain publicly accessible under the MIT License.
 - Recipients agree to reasonably acknowledge Program support when referencing funded work.
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7. Compliance & Ethics

- Applicants must not be subject to sanctions or prohibited activity lists.
- Work must respect intellectual property rights and applicable data protection obligations.

- Conflicts of interest with reviewers, keyholders, or community processes must be disclosed.
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8. Publicity

Program administrators may publish award details (recipient name, project, amount, outcomes) for transparency, as per the information provided in the grant application.

9. Termination & Clawback

Awards may be withheld or clawed back if:

- Verification materials are false or misleading,
 - Prohibited activities are identified, or
 - These Terms are materially breached.
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10. Limitation of Liability

To the maximum extent permitted by law, the Program, its administrators, keyholders, and affiliated entities disclaim all liability for any damages, claims, or losses of any kind arising out of or relating to participation in the Program, the Award process, or these Terms.

11. Governing Law

These Terms are governed by and will be enforced under the laws of the State of Delaware, USA. Mandatory provisions of local law may apply only where they cannot lawfully be waived.

12. Applicant Responsibilities

- Accuracy of Information: All information provided in an application must be true, complete, and accurate. Any misstatements or omissions may result in immediate disqualification.
 - Ongoing Obligations: If future community review reveals fraud, plagiarism, or other misconduct, clawback of Awards may be initiated.
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13. Safeguards & Reservations

- Right to Amend or Suspend: The Program may be amended, suspended, or terminated at any time in accordance with Zcash community governance processes.
 - Force Majeure: The Program is not responsible for failure to perform due to circumstances beyond its reasonable control, including regulatory changes, sanctions, natural disasters, or technical disruptions.
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14. Jurisdictional Riders

Different compliance requirements may apply depending on the applicant's residence. For example, EU GDPR, OFAC sanctions rules, or other local laws may impact eligibility or payout. Applicants are responsible for ensuring compliance with their jurisdiction's requirements.

These Terms are governed by the laws of Delaware, USA unless otherwise required by local law.

By checking the box on the application form, you confirm that you have read, understood, and agreed to these Terms.