

# NextChallenge: Smart Cities Official Rules

## 1. OFFICIAL RULES

By submitting an Entry (as defined herein) to NextChallenge: Smart Cities (“Challenge”), you are agreeing to be bound by the following legal terms hereafter referred to as the “Terms and Conditions”.

## 2. ADMINISTRATOR; SPONSORS;

- a. The Challenge is sponsored by NextEnergy Center (Administrator), 461 Burroughs Street, Detroit, MI 48202; and Wells Fargo Foundation, 90 S. 7<sup>th</sup> St., Minneapolis, MN 55402; DENSO International America, Inc., 24777 Denso Dr, Southfield, MI 48033; and DTE Energy Company, One Energy Plaza, Detroit, Wayne County, Michigan 48226-1221, who are collectively referred to as “Sponsors”.
- b. Administrator and Sponsors shall be held harmless in the event of any legal action.
- c. Administrator and Sponsors are not obligated to any course of action with regard to entries or as the result of the Challenge.

## 3. GENERAL INFORMATION:

Each registrant is referred to as an “Entrant” in the Terms and Condition, and as Entrant, Participant, Applicant or Solution Provider on Challenge website. Participation is subject to all federal, state and local laws and regulations. Void where prohibited or restricted by law. Entrant is responsible for checking applicable laws and regulations in your jurisdiction before participating in the Challenge to make sure that your participation is legal. Entrant is responsible for abiding by your employer's policies regarding participation in the Challenge. Administrator and Sponsors disclaim any and all liability or responsibility for disputes arising between you and your employer related to the Challenge. You are responsible for all taxes and reporting related to any award that you may receive as part of the Challenge.

## 4. ELIGIBILITY:

Please keep in mind the following eligibility requirements before submitting:

- a. This is a global challenge and there is no geographic restriction. Applications will be accepted from recognized organizations throughout the globe including companies and academic researchers (e.g., universities, national labs).
- b. The challenge is open to all individuals over the age of 18 years.
- c. Entrant is solely responsible for all equipment (e.g., computer) and services (e.g., World Wide Web connection) necessary to participate in the Challenge application and review process. Administrator and Sponsors are not responsible for any costs incurred by any Entrant or their partners related to any course of action as a result of participating in the Challenge.
- d. The innovation concept(s) submitted must meet one of the NextChallenge: Smart Cities stated technology needs.

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- e. Technological feasibility is important and any information that may be shared that supports this claim will be helpful in review.
- f. All entries must be submitted via the Challenge website: [www.nextenergy.org/nextchallenge](http://www.nextenergy.org/nextchallenge).
- g. All application materials must be submitted in English, comply with Challenge rules, and follow requirements as stated on the application. Violations will result in disqualification or forfeiture of awards.
- h. Project team(s) must be able to present their submission in person at the Pitch Day Event at NextEnergy Center in Detroit, MI.

### 5. HOW TO ENTER

- a. To enter, Entrant must visit [www.nextenergy.org/nextchallenge](http://www.nextenergy.org/nextchallenge), click on “Apply Now” and create an account. Follow instructions for applying as provided on website. By submitting an Entry, Entrants are accepting Terms and Conditions, and agree that submitted information is complete, correct, and accurate.
- b. Multiple Entries are permitted. Each Entry will be reviewed independently. Multiple individuals or entities may collaborate to submit a single Entry, but a single individual must be designated as an official representative for each Entry. The email used for submitting entry will be used for all Challenge communication and updates.
- c. Administrator and Sponsors reserve the right to modify, remove or add data to the Challenge website with notice to Entrants via the email used for submitting Entry to the Challenge.

### 6. INTELLECTUAL PROPERTY RIGHTS:

#### Expectation for Applicants

- a. Entrant should not submit confidential information in Entry as your Entry may be considered a public disclosure limiting your ability to subsequently file for patent protection, you are advised to seek legal counsel on this point as may be necessary. BY ACCEPTING THE CASH AWARD, YOU THEREBY AGREE TO EXECUTE A CONFIDENTIALITY/NON-DISCLOSURE AGREEMENT DIRECTED TO ALL FUTURE DISCUSSIONS REGARDING YOUR ENTRY AS DESCRIBED BELOW.
- b. By submitting an Entry, you also consent to the use, by Administrator and Sponsors and their affiliates, agents and representatives, of your name, likeness, image, biographical information, award and award information (if an Award winner), your company or institution name (if your Entry is from a company or institution), any personal data submitted with your Entry, and the contents in your Entry (including any created works), in connection with the Challenge, in any media or format, in any and all locations worldwide, and without any payment to you or further approval from you. You agree that this consent is perpetual and cannot be revoked.
- c. You agree that nothing in the Terms and Conditions grants you a right or license to use the Administrator and/or Sponsors’ name or any Administrator and/or Sponsors’ trademark or service mark.

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### **Expectation for winners**

- a. Upon winning the Challenge, demonstration award winners will be required to work with Administrator to develop and execute a statement of work and timeline that will guide the demonstrations. Grant award winner will be required to submit a grant award agreement.
- b. To execute the demonstration, the demonstration partner and/or Sponsors may require a royalty free, non-exclusive, irrevocable license to use any information, concepts, inventions, approaches, technology, designs or drawings arising from or in your Entry materials, whether or not protected by patent or copyright or other intellectual property rights, for the purpose of review, testing and/or conducting experimental proof of concept tests as may be required in Sponsors' sole opinion to understand the commercial and technical feasibility of the Entry in order to determine a Winner.

### **7. PROPOSAL & REVIEW PROCESS**

- a. All submitted material becomes the property of Administrator and Sponsors and will not be returned (does not imply ownership). By entering the Challenge, Entrants have agreed to grant release of proposal materials to Administrator and Sponsors for use without restriction
- b. Challenge process is as follows:
  - i. Launch: June 22, 2017
  - ii. Informational Webinar: July 27, 2017 at 2:00 pm Eastern Daylight Time.
  - iii. Concept paper due: August 18, 2017 11:59 pm Eastern Daylight Time
  - iv. Semi-finalists invited to submit full proposal: September 1, 2017
  - v. Full proposal due: September 29, 2017, 11:59 pm Eastern Daylight Time
  - vi. Finalists invited to Pitch Day Event: November 3, 2017
  - vii. Finalist mentorship virtual or in-person meeting: Week of November 13, 2017
  - viii. Pitch Day Event and Winner(s) selected: December 6, 2017
  - ix. Establish Scope of Work to execute demonstration: January 2018
- c. Partially completed entries will not be accepted.
- d. The Judges have final decisions and final interpretation of the Challenge rules.
- e. Administrator and Sponsors takes no responsibility for agreements between Entrants and third parties.
- f. Judges will complete the initial screening of concept proposal and notify applicants via email. Timing is subject to change based on the quality and quantity of applicants. A narrowed selection of candidates will be invited to submit a full proposal. Then, the judges will rank the full proposals based on Review Criteria (see below) and select a final group of applicants ("Finalists"). Each finalist will be required to create and present a You-Tube video and pitch deck, and participate in a Q&A with judges at a Pitch Day Event attended by Administrator, Sponsors

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and invited guests at NextEnergy in Detroit, Michigan to have one-on-one meetings with Administrator and Sponsors and invited guests.

### 8. REVIEW CRITERIA

- a. Successful proposals will result in one or more of the following outcomes:
  - i. Improved user access and experience
  - ii. Improved safety and security
  - iii. Reduced impact on the environment and public health caused by emissions, land use, and/or congestion
- b. The most compelling solutions will be supported by measureable metrics, address data analytics and plans for information sharing.
- c. Preference will be given to entries that incorporate one or more of the following objectives.
  - i. **Validity of Innovation:** The Entry is technologically-sound, implementable, and meets one of the identified needs in a unique, innovative way.
  - ii. **Qualifications of Applicant(s):** The level of related existing expertise and experience from applicant.
  - iii. **Competitive advantage:** Technologies that add clear and quantifiable value to compete in their market.
  - iv. **Scalability:** The innovation's ease of manufacturing and opportunity for commercialization.
- d. NextEnergy reserves the right to request additional information from the Entrant for clarification during the review.

### 9. AWARDS

- a. After the one-on-one meetings, Administrator and Sponsors will announce one winner to be awarded up to \$80,000 to demonstrate and validate their solution at NextEnergy Center in Detroit, or applicable site that meets the needs of the selected solution in 2018. Terms of the award will be executed via a Statement of Work between Administrator and Winner. Up to four additional grants with a combined total of \$20,000 will be awarded to grant award winner(s). From this selected pool of winner and finalist(s), the Challenge intends to award at least 1 small business<sup>1</sup>, but may elect not to if responsive proposals are not received by any qualifying small businesses.
- b. All Entrants will be notified about Challenge results via the email address provided in their Entry.
- c. Demonstration award winner will be required to develop a statement of work ("SOW") for executing a demonstration with Administrator. A demonstration is defined as technology solution that is tested and validated to in a real world setting. Demonstration award funding must be used to execute demonstration of the winning solution as agreed upon in the SOW.
- d. Grant award winner will be required to submit a grant award agreement.

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<sup>1</sup> Defined as 1) < 500 full-time equivalents – FTEs and 2) at least 50% of ownership by individuals or venture capital organizations

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- e. Administrator and Sponsors reserve the right to award one, multiple or no projects based on the quality and merits of submitted Entries.
- f. Applications will be evaluated by a panel of judges consisting of Administrator and Sponsors and industry experts. Awards are based on the inherent qualities of each innovation as perceived by the judges.

### **10. WARRANTIES:**

- a. By submitting an Entry, you represent and warrant that all information in your Entry and all information that you submit via the Challenge website is true and complete to the best of your knowledge, that you have the right and authority to submit the Entry and disclose the information therein on your own behalf or on behalf of the persons and entities that you specify within the Entry, and that your Entry (both the information and materials submitted in the Entry and the underlying technology/method/idea described in the Entry):
  - i. is your own original work and representative of your capability, or is submitted by permission with full and proper credit given within your Entry;
  - ii. does not contain confidential information or trade secrets (yours or anyone else's);
  - iii. does not, to the best of your knowledge, violate or infringe upon the patent rights, industrial design rights, copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity;
  - iv. does not contain malicious code, such as viruses, malware, timebombs, cancelbots, worms, Trojan horses or other potentially harmful programs or other material or information;
  - v. does not and will not violate any applicable law, statute, ordinance, rule, regulation, confidentiality agreement or other agreement; and
  - vi. does not trigger any reporting or royalty or other obligation to any third party. A breach of any warranty set out in this provision of the Terms and Conditions will result in the corresponding Entry being invalid. In addition, you agree to indemnify Administrator and Sponsors against all loss, damages and costs incurred by the Administrator and Sponsors arising from your breach of the warranty.

### **11. LIMITATION OF LIABILITY:**

By participating in the Challenge, you agree to release, indemnify and hold harmless Administrator and Sponsors, and their respective affiliates, subsidiaries, advertising and promotions agencies, as applicable, and each of their respective agents, representatives, officers, directors, shareholders, and employees (collectively, "Sponsor Entities") from and against any injuries, losses, damages, claims, actions and any liability of any kind (including attorneys' fees) resulting from or arising out of your participation in, association with or submission to the Challenge (including any claims alleging that your Entry infringes, misappropriates

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or violates any third party's intellectual property rights). Administrator, Sponsors and Sponsor Entities are not responsible for any miscommunications such as technical failures related to computer, telephone, cable, and unavailable network or server connections, related technical failures, or other failures related to hardware, software or virus, or incomplete, late or misdirected Entries. Any compromise to the fair and proper conduct of this Challenge may result in the disqualification of an Entry, termination of the Challenge, or other remedial action, at the sole discretion of the Administrator and Sponsors. Administrator and Sponsors reserve the right in their sole discretion to extend or modify the dates of the Challenge, and to change the terms of these Terms and Conditions governing any Phase or portion thereof taking place after the effective date of any such change. By entering, you agree to these Terms and Conditions and to all decisions of Administrator and Sponsors and/or all of their respective agents, which are final and binding in all respects.

### **12. WAIVER**

- a. Entrant waives all rights to seek injunctive or equitable relief, or to claim, punitive, incidental or consequential damages, or attorneys' fees by entering the Challenge.

### **13. APPLICABLE LAW**

- a. Entrant agrees that the Terms and Conditions and the relationship among Entrant, Administrator and Sponsors shall be governed according to the laws of the State of Michigan. Any legal action, suit or proceeding arising out of or in connection with the Terms and Conditions may be brought only in a court of competent jurisdiction located in Wayne County.