

**Oman Competition for the Development of Low-cost
Individual User Desalination Devices for Emergency Cases
(A Low-cost Individual User Desalination Device Challenge)**

**Competitor’s Agreement
Guidelines, Terms and Conditions**

February 17, 2020

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1 Guidelines

1.1 Registration and Qualification

The Challenge registration application is found on the website, at desalinationchallenge.com. The purpose of the registration process is to collect and review the Team specific information necessary to invite registrants to become qualified competitors.

All Teams desiring to compete in the Challenge are required to complete and submit the registration application. The Middle East Desalination Research Center (MEDRC) will use the information provided in the application to determine if each registrant will be invited to become a qualified competitor and allowed to continue in the Challenge.

Completed registration applications must be submitted by March 26, 2020 via the Challenge website.

All information must be typed on-line into the appropriate form field, and all provided fields completed. Handwritten applications will not be accepted. All applications must be completed in English.

A registration application containing a single Challenge concept may only be submitted once per Team. Teams that have more than one Challenge concept they wish to enter, may submit an application for each individual concept.

MEDRC reserves the right to deny an application for any reason, including, but not limited to insufficient information and lack of eligibility. See Terms and Conditions for details regarding eligibility.

Upon the acceptance or rejection of a Team's registration application, the Team will receive email notification regarding their status.

Teams receiving a registration acceptance will be invited to have their Team Leader sign the Guidelines, Terms and Conditions. When MEDRC accepts the Team's signed Guidelines, Terms and Conditions the Team will be named a "Qualified Competitor" and will receive information regarding the next stage of the competition process. MEDRC aims to notify all applicants of their status by April 2, 2020 and will publish a list of Qualified Competitors on the challenge website.

1.2 Prize Criteria and Payment

To be eligible to win a monetary prize purse, a qualified competitor's desalination device must meet or exceed the seven criteria described on the challenge website. The Judging Panel will rank all qualified competitors whose devices achieve the threshold and assess their overall performance.

The Prize awarded to the winner is \$700,000.

MEDRC will issue the Prize no later than sixty (60) days after the announcements of the winner of the Challenge. The Prize money will be paid by electronic funds transfer to the Team Leader. The Team (qualified competitor) acknowledges that MEDRC shall only be obligated to make purse payments to the Team Leader. Teams (qualified competitors) acknowledge that any failure of the Team Leader to make payments of any kind to team members is the responsibility of the Team Leader, and not the responsibility of MEDRC.

MEDRC is not responsible for tax withholding or reporting of the Challenge purse.

If it is determined during the two MEDRC screenings or by the Judging Panel that none of the qualified competitors are able to meet or exceed the seven selection criteria, a Prize will not be awarded. If the Prize is not awarded, the competition will start again the following year. This may be repeated for two years or until the Prize is awarded.

1.3 Technical Expert Judging Panel

The Technical Expert Judging Panel, or Judging Panel, will be responsible for evaluating compliance with the established technical requirements in the Rules governing the Challenge.

The Judging Panel will be comprised of three highly qualified and impartial judges. The names comprising the panel will not be made public.

Additional highly qualified members may be added to the Judging Panel throughout the Challenge to appropriately support the review processes during each testing period. Teams will be notified if and when new members are added to the Judging Panel. All members of the Judging Panel will sign conflict of interest statements (COIs) and non-disclosure agreements (NDAs), as well as statements acknowledging that they make no claim to the intellectual property developed by Teams.

Current members of the Judging Panel for the Challenge have signed COIs and NDAs with MEDRC to govern their handling of data provided and generated by participants in the Challenge. Per the terms of the NDAs, the Judges may not share or reveal any confidential or proprietary information they receive in order to perform their duties for this Challenge.

The Challenge cannot be contested; all decisions and opinions made by the Judging Panel will be rendered by a majority and are binding and not subject to review or contest. The Judging Panel through MEDRC, retains sole and absolute discretion to declare the Winner of the Challenge. The final decisions of the Judging Panel are binding and may not be challenged by the participating Teams (qualified competitors).

1.4 Prize Marketing and Communication Requirements

1.4.1 Public Relations/Media/Marketing – Cooperation and Support

It is in the best interest of the Teams to participate and cooperate fully with MEDRC in all public relations, advertising, marketing and content distribution efforts related to the Challenge. MEDRC will provide continuous information to the public regarding the Challenge, Team stories, and Team progress. MEDRC may seek to create a long-term public educational legacy from the Challenge, and as such may continue public relations efforts upon conclusion of the Challenge to keep its goals and objectives in the public eye.

1.4.2 Required Website Updates

The Challenge has a public facing informational website that is intended to educate the public and serve as the source for regular updates regarding the Challenge. Each team will have a dedicated section on the site featuring their team name and image/logo, written content and/or video. Competing teams are required to provide (via email) a minimum of one update every three months throughout the course of the competition, beginning the month their registration application is accepted. MEDRC may request the update to be submitted in image, video or text format, relating specifically to team progress or a similar MEDRC chosen topic. Updates will be provided to MEDRC to upload to the website.

1.4.3 Social Media Outreach

MEDRC will use social media to promote the Challenge and the Teams. It is suggested that each Team create and manage a Team specific Facebook page and Twitter feed.

1.4.4 Mandatory Events

The following events require mandatory participation if Teams wish to remain eligible to be awarded the Prize:

Each Team must submit a written narrative describing how their device meets each of the selection criteria. They must also submit a video demonstrating the functioning of the device and how it meets the selection criteria. MEDRC will determine which devices will be invited for testing and review by the judging panel in MEDRC's laboratories. All costs for shipping the device to MEDRC's laboratories for testing and return will be paid by the Team.

The winner is required to participate in an awards ceremony to be held following the testing period, should a winner of the Challenge be determined. Financial support for travel to the awards ceremony will be offered to the winning Team Leader.

1.5 Team Sponsorship, Logos and Branding

1.5.1 Team Sponsorship

Teams are encouraged to seek sponsors to assist in their participation in the Challenge. Sponsors will not be limited by MEDRC.

1.5.2 Team Name and Team Logo

Teams are required to develop a “Team Name” and logo for use throughout the Challenge. MEDRC reserves the right to reject chosen team names and/or logos if deemed inappropriate or were previously approved for use by another Team.

1.5.3 Prize Name and Prize Logo Use

Teams are granted permission to use the Challenge name and logo on their informational materials, including website.

Teams are urged to use the Challenge logo on their desalination devices to be tested during the Challenge to help promote the Challenge and the Team’s involvement.

Teams are permitted to make items such as hats, shirts, mugs, and other appropriate items, with the Challenge name and logo, for limited and targeted use.

MEDRC reserves the right to review any Team usage of the Challenge name and/or logo and reject specific uses. Should a Team utilize the Challenge name and/or logo in an unacceptable manner, the Team will be required to remove the name/logo immediately. Lack of compliance may result in the disqualification of the Team.

1.6 General Terms of Participation

1.6.1 Dispute Resolution

Subject to paragraph 2.9, all disputes, disagreements, and appeals will be handled by MEDRC at their full and sole discretion, and their decisions are binding and final.

Any issues or concerns, including appeals, requiring the ruling or decision of MEDRC must be submitted to MEDRC via email within twenty-four (24) hours of the perceived infraction. MEDRC will review the email and provide final resolution within five (5) business days.

1.6.2 Accuracy of Information Provided by Teams

The Teams and all Team Members will provide accurate and truthful information and data in all submissions required by the Challenge, including, but not limited to, the Registration Application, technical submissions, device laboratory testing, and device physical

characteristics. Teams that provide false or deliberately misleading information will be disqualified.

1.6.3 Withdrawal

Teams may withdraw from the Challenge at any time. In order to withdraw, Teams must notify MEDRC of their intention to withdraw from the Challenge, and MEDRC will acknowledge the withdrawal. The Team’s withdrawal will be effective the date MEDRC notifies the Team that the withdrawal has been received.

1.6.4 Disqualification

MEDRC reserves the right to disqualify any Team whose actions are deemed to violate the spirit of the competition for any reason, including, but not limited to, violation of the Challenge Guidelines, Terms and or Conditions, and any gaming of the requirements outlined in the Challenge Guidelines, Terms and Conditions. MEDRC will notify the disqualified Team via email and provide an explanation for disqualification. Disqualification is not subject to appeal.

1.6.5 Cancellation or Schedule Adjustment of the Prize

MEDRC may, (a) cancel the Challenge at any time without cause, and/or (b) adjust the Challenge schedule or these terms and conditions as reasonably required. Teams will be notified immediately regarding any changes to the status or schedule of the Challenge. MEDRC shall not be obliged to give reasons for doing so. If MEDRC gives reasons for any of the above, it shall have no liability whatsoever in relation thereto or towards any competitor or in relation to the Challenge.

1.6.6 Official Language and Currency

English is the official language of the Challenge. All communication and submissions must be supplied in English.

All references to currency contained within this document, and all Challenge documentation will reference United States Dollars.

2 Terms and Conditions

2.1 Indemnification and Liability

Any and all information provided by or obtained from MEDRC and any agents authorized to act on behalf of MEDRC, including the Judging Panel are without any warranty or representation whatsoever, including but not limited to its suitability for any particular purpose. Upon registration, all participants agree to assume and, thereby, have assumed any and all risks of

injury or loss in connection with or in any way arising from participation in this competition. Upon registration, except in the case of willful misconduct, all participants agree to and, thereby, do waive and release any and all claims or causes of action against MEDRC, The Research Council Oman, The Sultan Qaboos Higher Center for Culture and Science, and their officers, employees and agents for any and all injury and damage of any nature whatsoever (whether existing or thereafter arising, whether direct, indirect, or consequential and whether foreseeable or not), arising from their participation in the contest, whether the claim or cause of action arises under contract or tort. Upon registration, all participants agree to and, thereby, shall indemnify and hold harmless MEDRC, its challenge partners, their officers, employees and agents for any and all injury and damage of any nature whatsoever (whether existing or thereafter arising, whether direct, indirect, or consequential and whether foreseeable or not), which results, in whole or in part, from the fault, negligence, or wrongful act or omission of the participants or participants' officers, employees or agents.

2.2 Eligibility

To be eligible to win the Prize under the Challenge, an individual or entity:

- Shall have successfully registered to participate in the Challenge;
- Shall have complied with all the requirements under this section;
- May not be a MEDRC employee acting within the scope of their employment;
- May not be an employee of Challenge sponsoring organizations, members of their immediate family (spouses, children, siblings, parents), or persons living in the same household as such persons, whether or not related;
- An individual or entity shall not be deemed ineligible because the individual or entity used MEDRC facilities or consulted with MEDRC employees during the competition, if the facilities and employees are made available to all individuals and entities participating in the competition on an equitable basis.
- In addition, a team must have a single legal individual representing the entire team. This individual will be designated the Team Leader. The Team Leader is responsible for providing and meeting all submission and evaluation requirements.

2.3 Use of MEDRC Logo

If a Team wishes to use the MEDRC logo, it must first obtain permission from MEDRC. MEDRC will determine if the usage is appropriate and determine any special usage conditions.

2.4 Team Representations and Warranties

The Team hereby represents and warrants that:

- It is free to enter into this competition without the consent of any third party and has the capability to fully perform its obligations as stipulated by the Guidelines, Terms and Conditions;
- It is a validly existing legal entity such as an association, corporation, partnership, proprietorship, trust, or individual;

- It is not a party to (and it agrees that it shall not become a party to) any agreement, obligation, or understanding that is inconsistent with the Guidelines, Terms and Conditions or might limit or impair MEDRC’s rights or the Team’s obligations under the Challenge Guidelines or Terms and Conditions;
- There is no suit, proceeding, or any other claim pending or threatened against the Team, nor does any circumstance exist, to its knowledge, which may be the basis of any such suit, proceeding, or other claim, that could limit or impair the Team’s performance of its obligations pursuant to Challenge Prize Rules or Terms and Conditions;
- It will not infringe, violate, or interfere with the Intellectual Property, publicity, privacy, contract or other right of any third party in the course of performance of this agreement or cause MEDRC, the Challenge, or their agents to do any of the same;
- It will comply with all applicable laws, rules, and regulations in performing under these Guidelines, Terms and Conditions; and
- It meets the eligibility requirements set forth in Section 2.2 of these Guidelines, Terms and Conditions.

2.5 Prize Representations and Warranties

The Challenge makes the following limited representations and warranties: (1) it is capable of paying out the Prize purse outlined in the Challenge Guidelines; (2) it will treat and judge all Teams who enter the Challenge in a non-preferential and equal manner; and (3) it will use best efforts to ensure all information provided by the Team as part of a “Team Submission” and in accordance with the reporting requirements of Section 2.6 (below) remains strictly confidential; (4) it understands that the Prize offer is limited by the Guidelines, Terms and Conditions; (5) awards made under the Challenge do not constitute procurement; (6) the final decisions of the Judging Panel are binding and may not be challenged by the participating Teams.

The Challenge makes no express warranties of any kind as to the design feasibility, constructability, safety, licensing, launch, commercial operating, and/or commercial sale of the Team’s desalination device or technology. Except as expressly set forth in these Guidelines, Terms and Conditions, the Challenge disclaim any and all warranties, express or implied in connection with the offering of the Challenge Prize.

2.6 Confidentiality of Team Submissions and Data/Test Results Usage

All technical information submitted by the Team to MEDRC for the purpose of competing in the Challenge will remain confidential, if marked as proprietary, except for data that will be publicly releasable, as set forth below. Unmarked data delivered to MEDRC will be made publicly available as MEDRC deems appropriate. The submitted technical information and data will be used by MEDRC, and the designated Judging Panel, to assess the desalination devices proposed by the competing teams, and ultimately award of the Challenge Prize.

During and after the award of the Challenge Prize, data and information that may be made publicly available—at MEDRC’s sole discretion—includes scores and rankings, test results and

associated data from MEDRC testing, videos and/or photos of participant devices including but not limited to:

- The type of device noted in the application and a description of its proposed working principles.
- Announcement of the Finalists to be tested at MEDRC including the following information from the required submissions:
 - Photos and/or videos of technology to be used on the public website for promotional purposes.
- Scores, rankings and data generated by MEDRC throughout the finalist testing process.

2.7 Intellectual Property Ownership

All intellectual property associated with team submissions, as required to participate in the Challenge, remains the sole property of the submitting team. To the extent that MEDRC or its officers, employees or consultants ('Users') need to use that intellectual property for the purpose of the Challenge, each Team irrevocably licenses the Users for that use. MEDRC and the challenge sponsors take no other interest in the intellectual property submitted to the Challenge without the written consent of the submitting Team. Teams must disclose and properly identify and label all information and/or data that the Team deems proprietary. Data marked as proprietary will not be disclosed to the public except as described in Section 2.6, above. By accepting these Guidelines, Terms and Conditions, participants consent to the use of data submitted to MEDRC consistent with the Challenge Guidelines, Terms and Conditions.

2.7.1 Technology Commercialization

Before receiving the Prize, your team will be required to sign a power of attorney permitting the licence of your winning technology if your team fails to commercialize it within 3 years. If your team is awarded the Prize, and you have not, within three (3) years of the Prize award, in the opinion (in its discretion) of MEDRC, commercialized the winning technology, MEDRC and the Prize sponsors (The Research Council Oman, The Sultan Qaboos Higher Center for Culture and Science) shall notify that team that it shall exercise their option to obtain from the winning team a royalty free, perpetual, unlimited, irrevocable, transferable global license at no additional cost to make, use, sell, offer to sell, and otherwise commercialize the technology created to win the Prize, whether protected by patent, trade secret, or any other form of intellectual property right. You agree to sign all papers and do all things necessary to effectuate the letter and intent of this section. If you fail to do so, MEDRC shall exercise its power of attorney to grant that licence.

2.7.2 Global Access

If your team is awarded the Prize, you are allowed to sell the winning technology at a profit in the developed world, as long as the technology is made available for less than or equal to the

first Humanitarian Challenge criteria of USD \$20 and made accessible to people in need in developing countries or in humanitarian crises.

2.8 Relationship of the Parties

Nothing contained in these Guidelines, Terms and Conditions is intended to create, nor constitute, any relationship between MEDRC with the Team. Participation in the Challenge does not imply any form of sanction or support of the Team by MEDRC, nor does it grant either Party any authority to act as agent, nor assume or create any obligation, on behalf of the other Party.

2.9 Jurisdiction and Arbitration

This Agreement shall be governed and interpreted in accordance with the provisions of Oman law and applicable regulations. All disputes arising from the Challenge or this document shall first be submitted to MEDRC under paragraph 1.6.1. If any issue is still in dispute after a response from MEDRC under paragraph 1.6.1, its shall be settled in accordance with the Omani arbitration law that is effective at the time of the dispute. Arbitration shall be conducted in Muscat by a single arbitrator and English will be the arbitration language. Decisions of the arbitration shall be final and cannot be challenged by ether Party.

2.10 Prize Rules Acknowledgement

I, the Team Leader, on behalf of my Team, acknowledge and accept the Guidelines, Terms and Conditions stipulated above for the Challenge. Acceptance of the Prize Guidelines, Terms and Conditions constitutes consent to delivery of data and test results as required by MEDRC, and the use and public release of those data consistent with the Challenge Guidelines, Terms and Conditions.

Team Leader Signature and Date

Team Leader’s Name (please print)

Team Name (please print)

Primary email (please print)