

**Oman Humanitarian Desalination Challenge Prize Competition
for the Development of Low-cost, Individual User
Desalination Devices for Emergency Use**

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

December 28, 2022

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1 Guidelines

1.1 Registration and Qualification

The Oman Humanitarian Desalination Challenge (OHDC) Prize Competition 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 Prize Competition 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 the registrant will be invited to become a qualified competitor and allowed to continue in the Prize Competition.

MEDRC will review competitor registrations for completeness and if complete, invite competitors to review and accept the **OHDC Prize Competition** Guidelines, Terms and Conditions. The Team Leader will sign, date, and email a copy of the signed document for the team to be qualified as one of the competitors. The invitations will be accepted on a rolling basis, usually within two weeks of the Team Leader signing the Guidelines, Terms and Conditions.

Completed registration applications may be submitted between January 1, 2023, through May 31, 2023, via the OHDC Prize Competition website. Qualified competitors will be notified through June 15, 2023.

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 Prize Competition concept may only be submitted once per Team. Teams that have more than one Prize Competition concept they wish to enter, may apply 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.

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 June 15, 2023 and will publish a list of Qualified Competitors on the challenge website.

1.2 Prize Competition 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 Prize Competition purse.

If it is determined during the two MEDRC screenings or by the Judging Panel that none of the Qualified Competitors can meet or exceed the seven selection criteria, a Prize will not be awarded. The last year of the OHDC Prize Competition is 2023. There is no current plan to extend the Prize Competition beyond 2023.

1.3 Technical Expert Judging Panel

The Technical Expert Judging Panel, or Judging Panel, will be responsible for evaluating how well each Qualified Competitor meets the seven criteria described on the website at desalinationchallenge.com.

The Judging Panel is 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 OHDC Prize Competition to support the review process during the testing period. Teams will be notified if and when new members are added to the Judging Panel. All new 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 competitors in the Prize Competition. 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 the Prize Competition.

The Prize Competition 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 Prize Competition. 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 (Qualified Competitors) to participate and cooperate fully with MEDRC in all public relations, advertising, marketing, and content distribution efforts related to the Prize Competition. MEDRC will provide continuous information to the public regarding the Prize Competition, Team stories, and Team progress. MEDRC may seek to create a long-term public educational legacy from the Prize Competition, and as such may continue public relations efforts upon conclusion of the Prize Competition to keep its goals and objectives in the public eye.

1.4.2 Required Website Updates

The Prize Competition has a public facing informational website that is intended to educate the public and serve as the source for regular updates regarding the Prize Competition. Each team will have a dedicated section on the site featuring their team's 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 and they become a Qualified Competitor. 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 Prize Competition and the Teams (Qualified Competitors). 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 seven 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 Prize Competition 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 Prize Competition. 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 Prize Competition. 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 Prize Competition name and logo on their informational materials, including website.

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

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

MEDRC reserves the right to review any Team usage of the Prize Competition name and/or logo and reject specific uses. Should a Team utilize the Prize Competition 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 Prize Competition, 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 Prize Competition at any time. In order to withdraw, Teams must notify MEDRC of their intention to withdraw from the Prize Competition, 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 OHDC Prize Competition Guidelines, Terms and or Conditions, and any gaming of the requirements outlined in the 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 Prize competition schedule or these terms and conditions as reasonably required. Teams will be notified immediately regarding any changes to the status or schedule of the Prize Competition. 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 Prize Competition.

1.6.6 Official Language and Currency

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

All references to currency contained within this document, and all Prize Competition 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 Prize 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, Oman's Ministry of Higher Education, Research, and Innovation, 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 Prize Competition, 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 Prize Competition 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 Prize Competition, an individual or entity:

- Shall have successfully registered to participate in the Prize Competition;
- 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 Prize Competition 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 Prize Competition if the facilities and employees are made available to all individuals and entities participating in the Prize 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 Prize 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 OHDC Prize Competition Guidelines, 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 OHDC Challenge Prize Rules, 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 Prize Competition, 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 Competition Representations and Warranties

The Prize Competition makes the following limited representations and warranties: (1) it is capable of paying out the Prize purse outlined in the Prize Competition Guidelines, Terms and Conditions; (2) it will treat and judge all Teams who enter the Prize Competition 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 Prize Competition do not constitute procurement; (6) the final decisions of the Judging Panel are binding and may not be challenged by the participating Teams.

The Prize Competition 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 Prize Competition disclaim any and all warranties, express or implied in connection with the offering of the 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 Prize.

During and after the award of the 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 Prize Competition, 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 Prize Competition, each Team irrevocably licenses the Users for that use. MEDRC and the Prize Competition sponsors take no other interest in the intellectual property submitted to the Prize Competition 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 license 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 (Oman’s Ministry of Higher Education, Research and Innovation) 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 license.

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 OHDC Prize Competition 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 Prize Competition 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 Prize Competition, 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 Prize Competition. Acceptance of the Prize Competition 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 Prize Competition Guidelines, Terms and Conditions.

Team Leader Signature and Date

Team Leader's Name (please print)

Team Name (please print)

Primary email (please print)