

Energy Transitions Initiative Partnership Project (ETIPP)

Additional Terms and Conditions

1. Requirements

Your submission for ETIPP is subject to the following terms and conditions:

- You must submit the final content for your submission by 11:59p.m. MT on July 10, 2024. Late submissions or any other form of submission may be rejected.
- All submissions that you wish to protect from public disclosure must be marked according to the instructions in Section 10. Unmarked or improperly marked submissions will be deemed to have been provided with unlimited rights and may be used in any manner and for any purpose whatsoever.
- You must include all the required elements in your submission. DOE and NREL may disqualify your submission after an initial screening if you fail to provide all required submission elements. Competitors may be given an opportunity to rectify submission errors due to technical challenges.
- Your submission must be in English or Spanish and in a format readable by Microsoft Word or Adobe PDF. Scanned hand-written submissions will be disqualified.
- Submissions will be disqualified if they contain any matter that, in the sole discretion of DOE or NREL, is indecent, obscene, defamatory, libelous, and/or lacking in professionalism, or demonstrates a lack of respect for people or life on this planet.
- By submitting your application, these terms and conditions will form a valid and binding agreement between you and DOE. You should print and keep a copy of these terms. These provisions only apply to ETIPP as described here and no other program here or anywhere else.
- DOE and NREL, when feasible, may give applicants an opportunity to fix non-substantive mistakes or errors in their submission packages.
- As part of your submission, you will be required to sign the following statement:

I am providing this submission package as part of my participation in this program. I understand that the information contained in this submission will be relied on by the federal government to determine whether to issue technical assistance and a cash award to the named applicant. I certify under penalty of perjury that the named applicant meets the eligibility requirements for this program and complies with all other rules contained on this website. I further represent that the information contained in the submission is true and contains no misrepresentations. I understand false statements or misrepresentations to the federal government may result in civil and/or criminal penalties under 18 U.S.C. § 1001 and § 287, and 31 U.S.C. §§ 3729-3733 and 3801-3812.

2. Verification for Payments

NREL will verify the identity and role of all applicants before distributing any cash awards. Receiving a cash award payment is contingent upon fulfilling all requirements contained herein. NREL will notify winning competitors using provided email contact information for the individual or entity that was responsible for the submission. Each primary applicant will be required to sign and return to NREL, within 30 days of the date on the notice, a completed NREL Request for ACH Banking Information form and a completed W9 form (<https://www.irs.gov/pub/irs-pdf/fw9.pdf>). In the sole discretion of NREL, a winning applicant will be disqualified from the competition and receive no funds if:

1. The person/entity does not respond to notifications.
2. The person/entity fails to sign and return the required documentation within the required time period.
3. The notification is returned as undeliverable.
4. The submission or person/entity is disqualified for any other reason.

In the event of a dispute as to any registration, the authorized account holder of the email address used to register will be deemed to be the applicant. The "authorized account holder" is the natural person or legal entity assigned an email address by an internet access provider, online service provider, or other organization responsible for assigning email addresses for the domain associated with the submitted address. All applicants may be required to show proof of being the authorized account holder.

3. Teams and Single-Entity Awards

NREL will award a single dollar amount to the designated primary submitter, whether consisting of a single or multiple entities. The primary submitter is solely responsible for allocating any funds among its member competitors or teammates as they deem appropriate. NREL will not arbitrate, intervene, advise on, or resolve any matters or disputes between team members.

4. Submission Rights

The applicant is submitting the entire submission under a Creative Commons license and it represents and warrants that it has the necessary rights to the entire submission to do so. This license includes posting or linking to the public portions of the submission, including the program website, DOE websites, and partner websites, and the inclusion of the submission in any other media worldwide. The submission may be viewed by DOE, NREL, and other reviewers for purposes of the contests, including but not limited to screening and evaluation purposes. NREL and any third parties acting on their behalf will also have the right to publicize competitors' names and, as applicable, the names of competitors' team members and organization, which participated in the submission on the contest website indefinitely.

By entering, the applicant represents and warrants that:

1. The entire submission is an original work by the applicant and the applicant has not included third-party content (such as writing, text, graphics, artwork, logos, photographs,

likeness of any third party, musical recordings, clips of videos, television programs or motion pictures) in or in connection with the submission, unless:

- a. otherwise requested by NREL and/or disclosed by the applicant in the submission; and
 - b. applicant has either obtained the rights to use such third-party content or the content of the submission is considered in the public domain without any limitations on use.
2. The use thereof by DOE and NREL, or the exercise by DOE and NREL of any of the rights granted by competitor under these terms, does not and will not infringe or violate any rights of any third party or entity, including, without limitation, patent, copyright, trademark, trade secret, defamation, privacy, publicity, false light, misappropriation, intentional or negligent infliction of emotional distress, confidentiality, or any contractual or other rights.
 3. All persons who were engaged by the applicant to work on the submission or who appear in the submission in any manner have:
 - a. Given the applicant their express written consent to submit the submission for exhibition and other exploitation in any manner and in any and all media, whether now existing or hereafter discovered, throughout the world
 - b. Provided written permission to include their name, image, or pictures in or with the submission (or, if a minor who is not applicant's child, applicant must have the permission of the minor's parent or legal guardian) and the applicant may be asked by NREL to provide permission in writing
 - c. Not been and are not currently under any union or guild agreement that results in any ongoing obligations resulting from the use, exhibition, or other exploitation of the submission.

5. Copyright

Each applicant represents and warrants that the applicant is the sole author and copyright owner of the submission or that if there is any third-party content in the application, the applicant has acquired the relevant rights; that the submission is an original work of the applicant or that the applicant has acquired sufficient rights to use and to authorize others, including DOE, to use the submission, as specified throughout the rules; that the submission does not infringe upon any copyright or any other third-party rights of which the competitor is aware; and that the submission is free of malware.

6. Contest Subject to Applicable Law

All contests are subject to all applicable federal laws and regulations. Participation constitutes each participant's full and unconditional agreement to these terms and conditions and administrative decisions, which are final and binding in all matters related to the contest. This notice is not an obligation of funds; the final award is contingent upon the availability of appropriations.

7. Resolution of Disputes

DOE is solely responsible for administrative decisions, which are final and binding in all matters related to the contest.

Neither DOE nor NREL will arbitrate, intervene, advise on, or resolve any matters between team members or among competitors.

8. Publicity

The winners of technical assistance and cash awards (collectively, "winners") will be featured on DOE and NREL websites.

Except where prohibited, participation in the program constitutes each winner's consent to DOE's and its agents' use of each winner's name, likeness, photograph, voice, opinions, and/or hometown and state information for promotional purposes through any form of media worldwide, without further permission, payment, or consideration.

9. Liability

Upon registration, all participants agree to assume any and all risks of injury or loss in connection with or in any way arising from participation in this contest. 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 the federal government and its 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.

In accordance with the delegation of authority to run this contest delegated to the judge responsible for this program, the judge has determined that no liability insurance naming DOE as an insured will be required of competitors to compete in this competition per 15 U.S.C. § 3719(i)(2). Applicants should assess the risks associated with their proposed activities and adequately insure themselves against possible losses.

10. Records Retention and Freedom of Information Act

All materials submitted to DOE as part of a submission become DOE records and are subject to the Freedom of Information Act. The following applies only to portions of the submission not designated as public information in the instructions for submission. If a submission includes trade secrets or information that is commercial or financial, or information that is confidential or privileged, it is furnished to the government in confidence with the understanding that the information shall be used or disclosed only for evaluation of the application. Such information will be withheld from public disclosure to the extent permitted by law, including the Freedom of Information Act. Without assuming any liability for inadvertent disclosure, DOE will seek to limit disclosure of such information to its employees and to outside reviewers when necessary for review of the application or as otherwise authorized by law. This restriction does not limit the government's right to use the information if it is obtained from another source.

Submissions containing confidential, proprietary, or privileged information must be marked as described below. Failure to comply with these marking requirements may result in the disclosure of the unmarked information under the Freedom of Information Act or otherwise. The U.S. Government is not liable for the disclosure or use of unmarked information and may use or disclose such information for any purpose.

The submission must be marked as follows and identify the specific pages containing trade secrets, confidential, proprietary, or privileged information: “Notice of Restriction on Disclosure and Use of Data: Pages [list applicable pages] of this document may contain trade secrets, confidential, proprietary, or privileged information that is exempt from public disclosure. Such information shall be used or disclosed only for evaluation purposes. [End of Notice]”

The header and footer of every page that contains confidential, proprietary, or privileged information must be marked as follows: “Contains Trade Secrets, Confidential, Proprietary, or Privileged Information Exempt from Public Disclosure.” In addition, each line or paragraph containing proprietary, privileged, or trade secret information must be clearly marked with double brackets.

Applicants will be notified of any Freedom of Information Act requests for their submissions in accordance with 29 C.F.R. § 70.26. Applicants may then have the opportunity to review materials and work with a Freedom of Information Act representative prior to the release of materials. DOE does intend to keep all submission materials private except for those materials designated as “will be made public.”

11. Privacy

If you choose to provide personal information by registering or completing the submission package through the contest website, you understand that such information will be transmitted to DOE and may be kept in a system of records. Such information will be used only to respond to you in matters regarding your submission and/or the contest unless you choose to receive updates or notifications about other contests or programs from DOE on an opt-in basis. DOE and NREL are not collecting any information for commercial marketing.

12. General Conditions

DOE reserves the right to cancel, suspend, and/or modify the program, or any part of it, at any time. If any fraud, technical failure, or any other factor beyond DOE's reasonable control impairs the integrity or proper functioning of the contests, as determined by DOE in its sole discretion, DOE may cancel the program. Any performance toward contest goals is conducted entirely at the risk of the applicant, and DOE shall not compensate any applicants for any activities performed in furtherance of this program.

Although DOE may indicate that it will select up to several winners for the program, DOE reserves the right to only select applicants that are likely to achieve the goals of the program. If, in DOE's determination, no applicants are likely to achieve the goals of the program, DOE will select no applicants to be winners and will award no cash awards.

DOE may conduct a risk review, using Government resources, of the applicant and project personnel for potential risks of foreign interference. The outcomes of the risk review may result in the submission being eliminated from the program. This risk review, and potential elimination, can occur at any time during the program. An elimination based on a risk review is not appealable.

13. Program Policy Factors

While the scores of the expert reviewers will be carefully considered, it is the role of the judge to maximize the impact of cash awards. Some factors outside the control of applicants and beyond the independent expert reviewer scope of review may need to be considered to accomplish this goal. The following is a list of such factors. In addition to the reviewer feedback, the below program policy factors may be considered in determining winners:

- Geographic diversity and potential economic impact of projects.
- Whether the use of additional DOE funds and provided resources are non-duplicative and compatible with the stated goals of this program and the DOE mission generally.
- The degree to which the submission exhibits technological or programmatic diversity when compared to the existing DOE project portfolio and other competitors.
- The degree to which the submission supports complementary DOE-funded efforts or projects, which, when taken together, will best achieve the goals and objectives of DOE.
- The degree to which the submission expands DOE's funding to new competitors and recipients who have not been supported by DOE in the past.
- The degree to which the submission enables new and expanding market segments.
- Whether the project promotes increased coordination with nongovernmental entities toward enabling a just and equitable clean energy economy in their region and/or community.

14. National Environmental Policy Act Compliance

This program is subject to the National Environmental Policy Act (NEPA) (42 U.S.C. § 4321, et seq.). NEPA requires federal agencies to integrate environmental values into their decision-making processes by considering the potential environmental impacts of their proposed actions. For additional background on NEPA, please see DOE's NEPA website at <http://nepa.energy.gov/>.

While NEPA compliance is a federal agency responsibility and the ultimate decisions remain with the federal agency, all participants in ETIPP will be required to assist in the timely and effective completion of the NEPA process in the manner most pertinent to their participation in the program. Participants may be asked to provide DOE with information on fabrication and testing of their device such that DOE can conduct a meaningful evaluation of the potential environmental impacts.

15. Return of Funds

As a condition of receiving a cash award, applicants agree that if the award was made based on fraudulent or inaccurate information provided by the competitor to DOE, DOE has the right to demand that any cash awards or the value of other technical assistance be returned to the government.

ALL DECISIONS BY DOE ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE PROGRAM.