

Cleveland Water Alliance

Open Innovation Challenge Request for Technologies (RFT)

Participation Agreement

CLEVELAND WATER ALLIANCE and its partners (together “CWA”) are pleased to host the 2023 Open Innovation Challenge Season for Requests for Technologies and Technology Concepts (“Challenge”). The Challenge is governed by this Participation Agreement (“Agreement”).

By entering the Challenge, you (“Participant”) agree to accept and abide by the Terms and Conditions (“Terms”) laid out within this Agreement as a binding legal agreement between Participant and CWA with respect to the Challenge.

COVID-19 OR OTHER PRIORITY PUBLIC-HEALTH PRECAUTIONS

Challenge participants are required to take COVID-19 or other public health-related precautions as may be applicable such as masking, social distancing and any national, state or regional quarantining or other applicable requirements are a pre-requisite for any in-person components of the Challenge. Failure to take appropriate precautions – if or when mandated by local, state, federal or international law – may serve as a basis for disqualification.

ELIGIBILITY

Participants may be individual or organizational from anywhere in the world. If individual, participant must be at least 18 years of age. Participants must submit any Letters of Intent (LOI) and/or Proposals required in accordance with instructions of specific Challenge Requests for Technology (RFTs).

OWNERSHIP OF ENTRIES

Participants are encouraged to use their own proprietary solutions to develop creative and efficient products and solutions to the problem statement and criteria outlined with the Challenge RFT(s). If you are representing a company or institution, you must get appropriate permission to make use of your organization’s proprietary designs and/or assets. Participant(s) represents and warrants that they have permission to use such proprietary assets and that use of such asset(s) do not infringe on the intellectual property or proprietary rights of any third party, including, without limitation, any third party, patents, copyrights, or trademarks.

PARTICIPATION, LIMITATIONS, PRIZES AND AWARDS

Eligibility for Challenge participation, consideration, invitations for testing, indicated prize(s) and/or future engagements with CWA and its Challenge partners are indicated within individual Challenge RFTs. Judging panels will be anonymous and all decisions will be final and determined by CWA and select Challenge partners in their sole discretion. Each solution will be evaluated, and finalist(s) prize(s) will be awarded against a set of criteria based on the impact to the challenge statements indicated within Challenge RFTs and their specified criteria.

PUBLICITY AND PRIVACY

Except where prohibited, by participating in the Challenge, Participant understands that the Challenge may be photographed, videotaped, recorded, etc. and hereby grants CWA the right to use or refrain from using Participant’s name, contact information, including without limitation e-mail addresses, and/or likeness any and all footage about Participant’s participation in the Challenge and Participant’s Challenge submission in any manner or media that CWA sees fit without Participant’s review or approval

and without compensation. By participating in the Challenge, Participants agree that their personal data provided as part of the Challenge may be used for the purposes of the Challenge.

LICENSING AND INTELLECTUAL PROPERTY RIGHTS

CWA and its Challenge partners do not claim any license or any intellectual property rights in Participant's submission, except for the limited license to review the submission in the manner indicated with Challenge RFTs as part of Challenge judging and awarding of prizes.

LIABILITY RELEASE AND INDEMNITY

Participant shall release, indemnify, defend and hold CWA and its officers, directors, employees, successors, partners and assignees harmless against any claims, losses, damages, liabilities and expenses (including reasonable attorneys' and other professionals' fees), whether known or unknown, currently accrued or accruing in the future, contingent or otherwise, incurred by CWA at any time in connection with, arising out of or relating in any way to the Challenge and/or this Agreement.

DISCLAIMER

IN NO EVENT WILL CWA, ITS CHALLENGE PARTNERS AND ITS SPONSORS BE LIABLE TO YOU, OR ANY THIRD PARTY RELATED TO OR AFFILIATED WITH PARTICIPANT, FOR ANY DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) ARISING OUT OF OR IN CONNECTION WITH YOUR PARTICIPATION IN THE CHALLENGE, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT SPONSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you.

GOVERNING LAW AND SEVERABILITY

This Agreement and its terms and conditions are governed by the law of the State of Ohio, without reference to rules governing choice of laws. Any action, suit or case arising out of, or in connection with, this Challenge or the Terms must be brought in either the federal or state courts located in Cleveland, Ohio. All disputes, claims and causes of action arising out of or in connection with the Challenge, prizes or the Agreement shall be resolved individually, without resort to any form of class action. Each of the Participants hereby submit to the exclusive jurisdiction and venue of such courts for the purpose of any such action. If for any reason any provision of this Agreement is adjudicated to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement will continue in full force and effect.

GENERAL

The Challenge is subject to all applicable federal, state, and local laws and regulations. The Challenge is offered by CWA, which is not responsible for (i) late, lost, damaged, incomplete, or misdirected Entries, responses, or other correspondence, whether by email or postal mail or otherwise; (ii) theft, destruction, unauthorized access to or alterations of Entries; or (iii) phone, electrical, network, computer, hardware, software program or transmission malfunctions, failures or difficulties.

CWA reserves the right, in its sole discretion, to cancel, modify or suspend the Challenge in whole or in part, in the event of fraud, technical or other difficulties or if the integrity of the Challenge is compromised, without liability to the Participants. CWA reserves the right to disqualify any Participant, as determined by CWA, in their sole discretion.