



# Wave Energy Prize Terms and Conditions

## **1. Indemnification and Liability**

Any and all information provided by or obtained from the Federal Government and any agents authorized to act on behalf of the Department of Energy (DOE), including the Judging Panel, Sandia National Laboratory, National Renewable Energy Laboratory, Naval Surface Warfare Center, and the Wave Energy Prize Administrators 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 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. Upon registration, all participants agree to and, thereby, shall indemnify and hold harmless 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), 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. Insurance**

In accordance with the America COMPETES Act, the Team shall provide proof of general liability insurance of \$500,000 per incident and a \$1 million umbrella policy for claims by a third party for death, bodily injury, or property damage or loss resulting from an activity carried out in connection with the competition, with the Federal Government named as an additional insured under the Team insurance policy.

Additionally, the Team must agree to indemnify the Federal Government against third party claims for damages arising from or related to competition activities and for damage or loss to Government property resulting from such an activity.

All costs associated with securing this insurance is the responsibility of the Team.

Proof of the required insurance must be provided to the DOE and Wave Energy Prize Administrators by the Qualified Teams on or before September 14, 2015.



### 3. Eligibility

To be eligible to win a prize under the Wave Energy Prize, an individual or entity:

- a) Shall have successfully registered to participate in the Wave Energy Prize;
- b) Shall have complied with all the requirements under this section;
- c) In the case of a private entity, shall be incorporated in and maintain a primary place of business in the United States, and in the case of an individual, whether participating singly or in a group, shall be a citizen or permanent resident of the United States;
- d) May not be a Federal entity or Federal employee acting within the scope of their employment;
- e) May not be a DOE employee, employee of Wave Energy Prize 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;
- f) Federal grantees may not use Federal funds to participate in COMPETES Act challenges;
- g) Federal contractors may not use Federal funds from a contract to participate in COMPETES Act challenges or to fund efforts in support of a COMPETES Act challenge; and,
- h) An individual or entity shall not be deemed ineligible because the individual or entity used Federal facilities or consulted with Federal employees during a 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.

### 4. Use of the Department of Energy (DOE) Logo

If a Team wishes to use the DOE logo, it must first obtain permission from DOE. The DOE will determine if the usage is appropriate, and determine any special usage conditions. Please note that use of the Wave Energy Prize logo is included in the Prize Rules. The permission process can be initiated via the link below:

<http://energy.gov/management/office-management/employee-services/graphics/doe-logo-seal-and-word-mark>

### 5. Team Representations and Warranties

The Team hereby represents and warrants that:

- a) 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 Wave Energy Prize Rules and Terms and Conditions;
- b) It is validly existing and duly organized in the state or jurisdiction of its incorporation;
- c) 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 Terms and Conditions or might limit or impair the



DOE's or Wave Energy Prize's rights or the Team's obligations under the Wave Energy Prize Rules or Terms and Conditions;

- d) 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 Wave Energy Prize Rules or Terms and Conditions;
- e) 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 the DOE, Wave Energy Prize, or their agents to do any of the same;
- f) It will sign a Limited Purpose Cooperative Research and Development Agreement with the Naval Surface Warfare Center, Carderock Division, to allow Team members to be present at and equipment to be brought to the MASK Basin for testing;
- g) It and its facilities will be subject to the National Environmental Policy Act (NEPA) per the DOE's NEPA compliance responsibility. (For additional background on NEPA, please see DOE's NEPA website, at <http://nepa.energy.gov/>);
- h) It will comply with all applicable laws, rules, and regulations in performing under these Terms and Conditions; and
- i) It meets the eligibility requirements set forth by the America COMPETES Act, and provided in Section 3 of these Terms and Conditions.

## 6. Wave Energy Prize Representations and Warranties

The Wave Energy Prize makes the following limited representations and warranties: (1) it is capable of paying out the seed funding and prize purse(s) outlined in the Wave Energy Prize Rules; (2) it will treat and judge all Teams who enter the Wave Energy Prize 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 7 (below) remains strictly confidential;(4) it understands that the prize offer is limited by the Terms and Conditions and Prize Rules; (5) awards made under the Wave Energy Prize do not constitute procurement; (6) the final decisions of the Judging Panel are binding and may not be challenged by the participating Teams.

The Wave Energy Prize make 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 wave energy conversion (WEC) devices or technology. Except as expressly set forth in these Terms and Conditions, the Wave Energy Prize disclaim any and all warranties, express or implied in connection with the offering of the Wave Energy Prize.

## 7. Confidentiality of Team Submissions and Data/Test Results Usage

All technical information submitted by the Team to the Wave Energy Prize Administrators for the purpose of competing in the Prize will remain confidential, if marked as proprietary, except for data that will be publicly releasable, as set forth below. Unmarked data delivered to Wave Energy Prize Administrators will be made publicly available as the Wave Energy Prize Administrators and DOE deem appropriate. The submitted technical information and data will be used by the Wave Energy Prize Administrators, and the designated Judging Panel, to assess the WEC devices proposed by the



competing teams, and ultimately rank the technologies for the purpose of continuation in and pursue placement for the Wave Energy Prize.

All associated data and test results derived from the analysis and testing of Team submissions will be delivered to the Wave Energy Prize Administrators, who will deliver them to the DOE. The Wave Energy Prize Administrators will publish scores, rankings and test results following assessments at all Technology Gates on the public Wave Energy Prize website.

During and after the Prize, data and information that may be made publicly available—at the DOE’s sole discretion—includes scores and rankings following each Technology Gate, test results and associated data, videos and/or photos of participant devices either static and/or dynamic, including but not limited to:

- **Registration Application** – The type of device noted in application and a description of its proposed working principles, geometry and dimensions, and materials.
- **Technology Gate 1** - Scores and rankings from the assessment of the Technical Submission from all Registered Teams, taken from the Judging Panel’s assessment of the Technology Performance Level.
- **Technology Gate 2** - Scores, rankings and data generated by the up to 20 Qualified Teams throughout the assessment process:
  - Numerical model predictions of performance at full scale for the waves to be used in the 1/50<sup>th</sup> scale tests and 1/20<sup>th</sup> scale tests and a description of the numerical model provided by Teams (as described in the Wave Energy Prize Rules).
  - Power Take Off characteristics for 1/50<sup>th</sup> scale WEC concepts.
  - Data collected by the Data Acquisition System during 1/50<sup>th</sup> scale testing. This includes the time series of scale model displacements and any quantities derived from the time series; the time series of those appropriate parameters that characterize the average absorbed power by the 1/50<sup>th</sup> scale WEC model (such as Force/Velocity, Pressure/Mass Flow, Torque/Angular Velocity); data on the actual wave climate experienced by the 1/50<sup>th</sup> scale model during these tests and any analysis of these data, such as of absorbed power.
  - Reports produced by the Small Scale Test Facility, which include data analyses and comparisons of numerical modelling results at full scale and actual test results at 1/50<sup>th</sup> scale, scaled to full scale.
  - Analyses by the National Renewable Energy Laboratory (NREL) and Sandia National Laboratory (SNL) of Average Climate Capture Width per Characteristic Capital Expenditure and parameters that define it (as described in the Wave Energy Prize Rules).
  - Scores and rankings derived from the revised Technical Submission, utilizing the Technology Performance Level assessment that reflect new data and analyses arising from/through Technology Gate 2.
  - Videos taken of the testing at 1/50<sup>th</sup> scale.



- **Technology Gate 3** – Announcement of the Finalists to be tested at the MASK Basin including the following information from the required submission:
  - Photos and/or videos of technology to be used on the public website for promotional purposes.
- **Technology Gate 4** - Scores, rankings and data generated by the up to 10 Finalist Teams throughout the assessment process:
  - Data collected by the Data Acquisition System during 1/20<sup>th</sup> scale testing. This includes the time series of scale model displacements and any quantities derived from the time series; the time series of those appropriate parameters that characterize the average absorbed power by the 1/20<sup>th</sup> scale WEC model (such as Force/Velocity, Pressure/Mass Flow, Torque/Angular Velocity); data on the actual wave climate experienced by the 1/20<sup>th</sup> scale model during these tests and any analyses of these data, such as of absorbed power.
  - Analyses by NREL and SNL of Average Annual Capture Width and of Average Climate Capture Width/Characteristic Capital Expenditure achieved in 1/20<sup>th</sup> scale tests and scaled to full scale.
  - Data and analyses associated with the determination of the Hydrodynamic Performance Quality as described in Appendix I, Assessment for Technology Gate 4 and Method for Determination of Winner(s,) of the Wave Energy Prize Rules, including physical measurements, observations and counted events from 1/20<sup>th</sup> scale testing.
  - Scores and rankings derived from the revised Technical Submission, utilizing the Technology Performance Level assessment that reflect new data and analyses arising from/through Technology Gate 4.
  - Videos taken of the testing at 1/20<sup>th</sup> scale.

## 8. Intellectual Property Ownership

All intellectual property associated with team submissions, as required to participate in the Wave Energy Prize, remains the sole property of the submitting team. The DOE and Wave Energy Prize Administrators take no interest in the intellectual property submitted to the Wave Energy Prize 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 7, above. All data submitted to the Prize Administration Team, will be made available to the DOE and parties authorized to act on behalf of the DOE. By accepting these Terms and Conditions, participants consent to the use of data submitted to the Wave Energy Prize Administrators and DOE consistent with the Wave Energy Prize Rules and Terms and Conditions.

## 9. Relationship of the Parties

Nothing contained in these Terms and Conditions is intended to create, nor constitute, any relationship between the DOE, nor the Prize administrators, with the Team. Participation in the Wave Energy Prize



does not imply any form of sanction or support of the Team by the DOE and Wave Energy Prize Administration, nor does it grant either Party any authority to act as agent, nor assume or create any obligation, on behalf of the other Party.

## **10. Wave Energy Prize Rules Acknowledgement**

The Team hereby acknowledges receipt and understanding of all rules and requirements established for the Wave Energy Prize as set forth in the Wave Energy Prize Rules document that may be amended throughout the duration of the competition as appropriate. The participant agrees to comply with: (1) the Wave Energy Prize Rules; (2) additional relevant Prize -related documents that may be issued by the DOE or Wave Energy Prize administration; (3) any amendments or revisions to the Wave Energy Prize Rules and related documents issued by the DOE or the Wave Energy Prize administration; and (4) all official interpretations of the Prize Rules made by or on behalf of the DOE.

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