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Terms and Conditions for the SMART Antiviral Prize

Start2 Group is designing and administering the SMART Antiviral Prize via its partnership with the Center for the Biomedical Advanced Research and Development Authority (BARDA) through an Other Transaction (OT), under the U.S. Department of Health and Human Services (HHS). Start2 Group is the Competition Administrator.

The following official rules, terms, and conditions apply to the SMART Antiviral Prize. Please read these rules, terms, and conditions carefully before entering.

Eligibility Requirements

To be eligible to win an award under the competition, an entrant —

1. Shall have registered to participate in the competition under the rules promulgated by Start2 Group (referred to as the “competition administrator”) as published in this announcement;
2. Shall be a legal entity (such as a non-profit, for-profit, or academic institution), and/or be represented by an individual with the delegated authority to act on behalf of that legal entity;
3. Shall have complied with all the requirements set forth in this announcement;
4. Shall not be a federal entity or represented by a federal employee acting within the scope of their employment;
5. Shall not include any employee of the Department of Health and Human Services (HHS) or any other component of HHS, acting in their personal or professional capacity;
6. Shall not be a legal entity that is prohibited from transactions with or import into the United States, as designated or sanctioned by the United States Treasury’s Office of Foreign Assets Control (OFAC, see <http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx> for additional information), or include any entities or individuals designated or sanctioned as such in OFAC’s List of Specially Designated Nationals and Blocked Persons at <http://www.treas.gov/offices/enforcement/ofac/sdn/>.



7. Shall not involve any judge of the competition, or any other party formally involved with the design, production, execution, or distribution of the prize or the immediate family of such a party.
8. Shall be represented by an individual who is 18 years of age or older at the time of submission.

Entrant Rules

1. By participating in this competition, each Entrant acknowledges the expectation that funding received as a Prize stage winner should support technology development to fulfill the next stage of Prize success criteria.
2. Entrants are responsible for complying with all requirements and restrictions of all federal funding received. Federal grantees and recipients of cooperative agreements are eligible to enter the competition but may not use federal funds to develop their competition submission or to fund efforts in support of their competition submission unless use of such funds is consistent with the purpose and the terms and conditions of their award. Entrants using federal funds from a grant or cooperative agreement should coordinate with the awarding official at the federal awarding agency.
3. By participating in this competition, each entrant agrees to assume any and all risks and waive claims against the federal government and its related entities, except in the case of willful misconduct, for any injury, death, damage, or loss of property, revenue, or profits, whether direct, indirect, or consequential, arising from participation in this competition, whether the injury, death, damage, or loss arises through negligence or otherwise.
4. By participating in this competition entrants are certifying that they will maintain appropriate liability insurance for claims resulting from any activity carried out in connection with participation in this competition.
5. By participating in this competition, each entrant warrants that they are sole author or owner of, or has the right to use, any intellectual property works that the submission comprises, that the works are wholly original with the entrant (or is an improved version of an existing work that the entrant has sufficient rights to use and improve), and that the submission does not infringe on any intellectual property rights of any third party of which the entrant is aware.



6. Each entrant must clearly delineate any confidential information contained in a submission that the entrant wishes to protect as proprietary data. Such information will be kept confidential to the maximum extent permissible under applicable federal law.
7. By participating in this competition, each entrant grants to HHS/ASPR/BARDA and Start2 Group an irrevocable, paid-up, royalty-free, nonexclusive worldwide license to reproduce, publish, post, link to, share, and display publicly any non-confidential material submitted to the competition, on the web or elsewhere, such as the submission headline.
8. Patent Rights for which award funding is accepted under the terms of this competition shall be substantially the same as FAR 52.227-11 ("Patent Rights – Ownership by the Contractor {May 2014}"), <https://www.acquisition.gov/far/>, which is hereby incorporated by reference with the following modifications:
 - (a) For purposes of this section, "winner" refers to any entrant who receives prize funding for their participation in this competition.
 - (b) In the event that the winner elects to file and complete prosecution of such patent applications, the Government shall obtain a nonexclusive, nontransferable, irrevocable, paid-up license to practice, or have practiced for or on its behalf, for government purposes, the subject invention throughout the world.
 - (c) The winner shall notify the competition administrator and the Government in writing of its interest in obtaining such exclusive license rights within thirty (30) days of the Subject Invention filing.
 - (d) The winner acknowledges that, with respect to any subject invention in which it has retained ownership, the agency has the right to require licensing pursuant to [35 U.S.C. 203 and 210\(c\)](#), and in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of HHS in effect on the date of receipt of prize funding.

To participate in the competition, each entrant must warrant that there are no legal obstacles to providing the above-referenced nonexclusive licenses of the entrant's rights to the federal government and the administrator.

9. Each entrant agrees to follow all applicable federal, state, and local laws, regulations, and policies.



10. Each entrant participating in this competition must comply with all terms and conditions of these rules, and participation in this competition constitutes each such entrant's full and unconditional agreement to abide by these rules. Winning is contingent upon fulfilling all requirements herein.
11. The entity will not disclose the entity's selection as a prize winner until the official winner selection announcement by Start2 Group and BARDA. If the entity discloses its selection before the official announcement, the entity may be disqualified from the Prize and deemed ineligible to receive a prize award.
12. Each entrant is required to ensure that all releases or transfers of technical data to non-U.S. persons comply with all applicable laws regarding export controls including, not limited to the International Traffic in Arms Regulations (ITAR) 22 C.F.R. §§ 120.1 to 130.17.
13. As a condition for winning a cash award in this competition, each entrant who has been selected as a winner must complete and submit all requested winner verification and payment documents to Start2 Group within 10 business days of formal notification. Failure to return all required verification documents by the date specified in the notification may be a basis for disqualification of a cash prize-winning submission.

Publicity Release

By participating in the competition, each entrant hereby grants to BARDA and Start2 Group the right to the use of their entity name, city, and state, and a short synopsis of their winning submission as a part of promotions of this competition, as stated in the Eligibility section.

Disqualification

Start2 Group reserves the right in their discretion to disqualify any entrant who is found to be tampering with the entry process or the operation of the competition, the prize website, or other prize-related websites; to be acting in violation of these official rules, terms, and conditions; or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the prize; or to annoy, abuse, threaten, or harass any other person; and Start2 Group reserves the right to seek damages and other remedies from any such entrant to the fullest extent permitted by law.

Links to Third-Party Websites



The competition website may contain links to third-party websites that are not owned or controlled by BARDA or Start2 Group. BARDA and Start2 Group do not endorse or assume any responsibility for any such third-party sites. If you access a third-party website from the prize website, you do so at your own risk and expressly relieve BARDA and/or Start2 Group from any and all liability arising from use of any third-party website content.

Evaluation and Judging

Submissions will be evaluated using the criteria and process specified in the competition announcement. Start2 reserves the right to amend evaluation criteria at any time. Start2 Group, technical experts, and/or independent subject matter experts may serve as evaluators or judges, in consultation with BARDA. All judges will comply with conflict-of-interest and ethics requirements. Evaluation and award decisions are at the sole discretion of Start2 Group and are final and not subject to appeal. Start2 will not make participants' evaluation or judging results available to participants or the public.

Notice to winner(s)

Notifications to winner(s) will be made via email.

If, despite reasonable efforts, a potential winner does not respond within five (5) business days of the first notification attempt regarding selection as a winner (or a shorter time as exigencies may require), or if the notification is returned as undeliverable to such entrant, that entrant may forfeit the entrant's winner status and any associated prizes, and an alternate winner may be selected.

If any potential winner is found to be ineligible, has not complied with these official rules, terms, and conditions, or declines the applicable competition for any reason prior to award, such potential winners will be disqualified, and alternate winners may be selected.

Notice to Unsuccessful Entrant(s)

Notifications to unsuccessful entrants will be made via email. Notifications will be sent out at the time of notification to the winner(s).

Confidentiality and Submission License

Entrants are free to discuss their submissions and ideas or technologies with other parties, are encouraged to share their ideas and technologies publicly, and are encouraged to collaborate or combine with other teams to strengthen their products. They are also free to contract with any third parties who meet the eligibility requirements. Entrants should be aware that any agreement signed or obligation



undertaken with regards to their participation in the competition that conflicts with the competition rules, terms, and conditions may result in the disqualification of the entrant's submission.

Each entrant is encouraged to consult with its legal counsel as to whether publication of a submitted abstract will jeopardize the ability to secure patent protection of any invention submitted. Neither BARDA nor Start2 Group shall be liable for any loss of IP rights or protection that results from publication of any entrant's abstract by SMART Antiviral Prize.

By participating in the competition, each entrant hereby grants an irrevocable and royalty-free license to BARDA and Start2 Group to store, access, modify, reproduce, and distribute, non-confidential submission material in perpetuity. All materials included as part of a submission may become BARDA agency records. If the submission includes any third party works (such as third-party content or open-source code), the entrant must be able to provide, upon request, documentation of all appropriate licenses and releases for use of such third party works. If the entrant cannot provide documentation of all required licenses and releases, Start2 Group reserves the right, at their sole discretion, to disqualify the submission.

Each entrant also warrants that the work is free of security threats and/or malware.

Dates and Deadlines

Start2 Group reserves the right to modify any dates or deadlines set forth in these official rules, terms, and conditions or otherwise governing the prize.

Competition Termination

Start2 Group reserves the right to cancel, suspend, and/or modify this competition, or any part of it, for any reason, at Start2 Group's sole discretion. Start2 Group may also discontinue its participation in the competition at its discretion. If Start2 Group elects to discontinue its participation, every effort will be made to announce that decision promptly on the competition website.

General Liability Release

By participating in the competition, each entrant hereby agrees that:

1. The competition administrators shall not be responsible or liable for any losses, damages, or injuries of any kind (including death) resulting from participation in the competition or any competition-related activity, or from an entrant's acceptance, receipt, possession, use, or misuse of any monetary prize.



2. The entrant will indemnify, defend, and hold harmless the competition administrators from and against all third-party claims, actions, or proceedings of any kind and from any and all damages, liabilities, costs, and expenses relating to, or arising from, the entrant's participation in the prize.
3. Without limiting the generality of the foregoing, the competition administrators are not responsible for incomplete, illegible, misdirected, misprinted, late, lost, damaged, or stolen entries or prize notifications; or for lost, interrupted, inaccessible, or unavailable networks, servers, satellites, Internet Service Providers, websites, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone, cable transmissions or other communications; or for any technical malfunctions, failures, difficulties, or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information.
4. This prize competition is not a procurement or grant action. By submitting an entry, entrants waive any right to protest or challenge, in any forum, the structure, rules, evaluation, selection decisions, or outcome of the competition, including but not limited to any protest rights under 31 U.S.C. § 3551 et seq. or other federal bid protest mechanisms. Start2 retains full and exclusive authority to determine whether any reevaluation is warranted, the scope of any review, and whether any modification to the evaluation outcome is appropriate. All decisions made by Start2 regarding evaluations, reevaluations, and prize awards are final, conclusive, and not subject to further review or appeal.
5. These official rules, terms, and conditions cannot be modified except by Start2 Group in their absolute discretion. The invalidity or unenforceability of any provision of these official rules, terms, and conditions shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these official rules, terms, and conditions shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

Privacy, Data security, Ethics, and Compliance

Entrants are required to identify and address privacy and security issues in their proposed projects and describe specific solutions for meeting them. In addition to complying with appropriate policies, procedures, and protections for data that ensures



all privacy requirements and institutional policies are met, use of data should not allow the identification of the individual from whom the data was collected.

Entrants are responsible for compliance with all applicable federal, state, local, and institutional laws, regulations, and policies. These may include, but are not limited to, Health Information Portability and Accountability Act (HIPAA) protections, Department of Health and Human Services (HHS) Protection of Human Subjects regulations, and Food and Drug Administration (FDA) regulations. If approvals (e.g., from an Institutional Review Board) will be required to initiate any activities associated with submission development, it is recommended that entrants apply for approval at or before submission deadlines. Prize awards used to support research using animal subjects requires compliance with NIH OLAW policies. The following links are intended as a starting point for addressing potentially applicable regulatory requirements but should not be interpreted as a complete list of resources on these issues:

HIPAA

Main link: <http://www.hhs.gov/ocr/privacy/index.html>.

Summary of the HIPAA Privacy Rule: <https://www.hhs.gov/hipaa/for-professionals/privacy/laws-regulations/index.html>.

Summary of the HIPAA Security Rule: <https://www.hhs.gov/hipaa/for-professionals/security/laws-regulations/index.html>.

Human Subjects—HHS

Office for Human Research Protections: <http://www.hhs.gov/ohrp/index.html>.

Protection of Human Subjects

Regulations: <http://www.hhs.gov/ohrp/humansubjects/guidance/45cfr46.html>.

Policy & Guidance: <https://www.hhs.gov/ohrp/regulations-and-policy/regulations/45-cfr-46/index.html>.

Institutional Review Boards & Assurances: <https://www.hhs.gov/ohrp/irbs-and-assurances.html>.

Human Subjects—FDA

Clinical Trials: <https://www.fda.gov/science-research/science-and-research-special-topics/clinical-trials-and-human-subject-protection>.

Office of Good Clinical Practice: <https://www.fda.gov/science-research/clinical-trials-and-human-subject-protection/regulations-good-clinical-practice-and-clinical-trials>.

Consumer Protection—Federal Trade Commission



Bureau of Consumer Protection: <https://www.ftc.gov/business-guidance/privacy-security>.

Animal Subjects—NIH

Applicable only if prize awards are used to support research with animal subjects

Office of Laboratory Animal Welfare

<https://olaw.nih.gov/home.htm>

Exercise and Severability

The failure of Start2 Group to exercise or enforce any right or provision of these official rules, terms, and conditions shall not constitute a waiver of such right or provision. If any provision of these official rules is held invalid or unenforceable, all remaining provisions shall continue in full force and effect.

Privacy Policy

By participating in the competition, each entrant hereby agrees that occasionally, BARDA and Start2 Group may also use the entrant's information to contact the entrant about federal prize and innovation related activities and acknowledges that the entrant has read and accepted the Privacy Policy on the competition website.

Other Terms

Please review the Accelerator App Terms of Service (<https://www.acceleratorapp.co/en/legal/tos/>) or additional rules that apply to your participation in the competition and, more generally, your use of the competition website. Such Terms of Service are incorporated by reference into these official rules, terms, and conditions. If there is a conflict between the Terms of Service and these official rules, terms, and conditions, the latter terms shall control with respect to this competition only.

Participation in the competition constitutes the entrant's full and unconditional agreement to these official rules, terms, and conditions. By entering, an entrant agrees that all decisions related to the prize that are made pursuant to these official rules, terms, and conditions are final and binding, and that all such decisions are at the sole discretion of Start2 Group.