

OFFICIAL PARTICIPATION RULES AND GUIDELINES ACTIVATING SMITHSONIAN OPEN ACCESS

The purpose of the *Activating Smithsonian Open Access Challenge* (“ASOA”) is to invest in the development of tools that will activate the Smithsonian’s Open Access collections, invite new practitioners with original ideas into museum technology, and/or fund people with existing skills in working with digital collections to further their ideas and work. Participants may propose an entirely new project, or one that builds on existing work/technologies. If the latter, the project proposal must include a plan to make demonstrable progress on the existing work.

By submitting a proposal to ASOA, you agree to be bound to the following Participation Rules and Guidelines.

ELIGIBILITY

ASOA is open to the following participants:

- Individuals must be U.S. citizens or permanent residents of the United States, and 18 years of age or older.
- Private entities must be incorporated in and maintain a primary place of business in the United States with majority domestic ownership and control.
- A group of individuals competing as one team may enter, provided that the team must be comprised of otherwise eligible individuals or entities. The individual or entity submitting the entry on behalf of a team shall serve as the team’s sole representative in ASOA.

The following individuals and entities are not eligible to participate:

- Smithsonian or Verizon Communications Inc. (“Verizon”) employees and contractors, and members of their immediate families (spouses, children, siblings, and parents);
- Other Federal Government employees, acting within the scope of their employment;
- Anyone involved with the production or execution of ASOA, employees of such entities, and members of their immediate families;



- Contest judges and individuals with a familial or financial relationship with a contest judge; and
- Entities and individuals publicly banned from doing business with the U.S. government, such as entities and individuals debarred, suspended, or otherwise excluded from or ineligible for participating in federal programs, are not eligible.

SUBMISSION OF PROPOSALS

Participants may submit a proposal as an individual or as a team, but each participant may be attached to only one proposal. By entering a submission into ASOA, participants agree to comply with all ASOA Participation Rules and Guidelines. If a participant is submitting a proposal as a team, the team must identify one team member who will be the team's sole representative in ASOA.

All entries must be submitted electronically via email by 11:59 p.m. eastern standard time (EST) on February 23rd, 2021. Proposals received after that time will be considered late entries and will be disqualified.

Participants are solely responsible for all costs associated with the preparation of an entry.

PROPOSAL REVIEW PROCESS

The ASOA judging panel shall consist of a combination of reviewers from Cooper Hewitt, the Smithsonian Institution, Verizon, and external professionals. Proposal review will take place in two rounds. Cooper Hewitt will not make a public announcement of long-listed proposals but may notify specific participants if there is a need for further information to make a final determination.

Of long-listed proposals, the judging panel will select no more than six proposals to be awarded. Should the judging panel determine that no proposals meet the requirements or satisfy the criteria, the Smithsonian may reduce the number of commission awards or cancel ASOA.

FINALIST NOTIFICATION, AWARD ACCEPTANCE, AND CONTRACTING

Cooper Hewitt will notify all finalists of their selection via their preference of telephone or e-mail. Finalists must refrain from publicly discussing their selection until after Cooper Hewitt has made the official public announcement on its website (anticipated to be no later than March 04, 2021). Those not selected as finalists

will not be notified. If the finalists do not respond to the notification within three business days, another finalist may be chosen.

Cooper Hewitt will issue a purchase order to each finalist and finalists must agree to the terms and conditions of such purchase order for the selection to be finalized.

The purchase order will include the Smithsonian's standard terms and conditions and include the following requirements:

- Provide a working prototype of a novel, web-accessible software tool that creates an exciting interaction with Open Access collections, and that adheres as much as possible to feedback offered by mentors through the development process.
- Consent to and support in execution and hosting of the prototype by the Smithsonian in accordance with Smithsonian technical standards such that it's available to be tested by the public.
- Ownership of or appropriate rights in intellectual property needed for the use of the prototype, as well as to provide a limited, non-exclusive, perpetual, worldwide, royalty-free license for non-commercial, educational museum purposes of the Smithsonian including exhibiting and showcasing the prototype for one (1) year. Finalists will own all intellectual property in the prototype subject to the Smithsonian's license to use the prototype.
- Participate in all challenge events, including mentorship, work reviews, workshops, public programs and internal presentations, with reasonable exceptions in cases of emergency.
- Consent to and participate in the documentation of the work process and resulting prototypes, including: capturing and sharing images, video and text description of the work in progress; participating in interviews and cooperating with content creators from the Smithsonian and Verizon.
- Consent to the Smithsonian and Verizon use of the participant's first and last name, and city and state of residence, likeness, voice, company name and logo (if applicable) in documentation, distributed widely across platforms for standard museum and non-commercial purposes and to promote Verizon's sponsorship of ASOA.
- Present work process and outcomes in 1-3 online public programs in conjunction with Cooper Hewitt, and one internal Smithsonian presentation.
- Support and collaborate with challenge evaluation activities.



Once the purchase order has been finalized, issued and agreed to by the finalist, the finalist will create their prototype and receive their \$10,000 payment as such payment terms are set forth in the purchase order. If a team of individuals and/or entities is selected as a finalist, payment will be made to the person or entity that registered the team and submitted the application. That person or entity is responsible for ensuring the award funds are appropriately distributed to each member of the team.

If for any reason an ASOA finalist fails to enter into a purchase order with the Smithsonian, the Smithsonian reserves the right to commence negotiation with the next-ranked participant.

OWNERSHIP, USE, RETENTION OF PROPOSALS/PROTOTYPES

ASOA entries and presentation materials are collectively referred to as the "Proposals". The product generated under the purchase order entered into between the Smithsonian and a finalist is referred to as the "Prototype."

If not selected as a finalist, or awarded a commission, participants will retain all rights related to their Proposal except as otherwise set forth in these rules.

Should a participant be selected as a finalist and contracted to create a Prototype, they must consent to having their Proposal retained as part of documentation related to ASOA. The Smithsonian, Verizon, and those authorized by the Smithsonian, may use this Proposal in whole or in part for any educational, promotional, or other standard museum purpose, in any media now known or later developed, without compensation. Uses might include, but are not limited to, archives, educational programs, fundraising, promotions (including on social media), research, publications and promotion of the sponsorship of ASOA by Verizon. This permission is irrevocable and perpetual. Any commercial use requires additional permissions.

Any additional materials generated in support of the original Proposal during the judging process will be considered part of the Proposal and governed by the foregoing clauses.

The Smithsonian will not be accessioning any Proposals or Prototypes into its collections. Moreover, the Smithsonian is under no obligation to use or retain any Proposals and likely will not retain copies after ASOA concludes.

Participants will be offered the opportunity to consent to share their Proposals during the submission process, in which case, a Proposal might be depicted digitally or in some other format consistent with the permissions granted by each



participant. Should the Smithsonian decide to retain your entry, it will do so in accordance with its applicable document retention policies.

INTELLECTUAL PROPERTY

Participant represents and warrants that there are no contractual or other obligations (including obligations associated with participant's employment (if applicable)) that would prevent submission of the Proposal and any licenses granted under the ASOA Participation Rules and Guidelines.

The Smithsonian, its regents, officers, agents, employees, fellows, interns, research associates, and volunteers, and Verizon, its agents, employees, subsidiaries and affiliated companies, currently and in the future, may be developing software, techniques, ideas, products or services that may be similar to Proposals, Prototypes and other materials, software, techniques, works of authorship, concepts or ideas (collectively, the "Shared Materials") created or shared by a participant in connection with ASOA. Participant agrees that all Shared Materials are submitted on a non-confidential basis, and that the Smithsonian shall have no obligation to not disclose or otherwise treat as confidential such Shared Materials.

USE OF PARTICIPANT INFORMATION AND MEDIA RIGHTS

Should a participant be contracted to receive a project commission, and enter into a purchase order with the Smithsonian for that commission:

- Their first and last name, and city and state may be publicly announced on the websites of the Smithsonian, Verizon and those authorized by the Smithsonian, promotional materials related to ASOA, and on social media. Verizon may also use such information related to promotion of its sponsorship of ASOA.
- The Smithsonian and Verizon may photograph, video and otherwise document the participant's participation in any and all ASOA programs and activities, and to use any such documentation (which may include participant's likeness, statements, name, or actions) for any educational, promotional, non-commercial, or standard museum purpose, including Verizon's promotion of its sponsorship of ASOA, in any media now known or later developed, without compensation.
- The Smithsonian, Verizon, and those authorized by the Smithsonian, may publish, distribute, display, and otherwise use images, descriptive text, video, audio, and any other means of documentation of in progress or



finished work developed for ASOA for any educational, promotional, or other standard museum purpose, in any media now known or later developed, without compensation to participant. This includes, but is not limited to, archives, educational programs, exhibitions, fundraising, promotions (including on social media), research, and publications. This permission is irrevocable and perpetual. Any commercial use requires additional permissions.

DISCLAIMERS

The Smithsonian and Verizon are not responsible for incomplete or misdirected entries, technical or network malfunctions or failures, or causes beyond its control.

Nothing in ASOA commits the Smithsonian or Verizon to enter into a contract or award with any participant or for any services related to ASOA.

The Smithsonian reserves the right to cancel ASOA or modify these Rules at any time for any reason at its discretion.

RELEASE

All participants hold the Smithsonian, its regents, officers, agents, employees, fellows, interns, research associates, and volunteers, and Verizon, its affiliates and their respective members, partners, shareholders, officers, directors, employees, agents and representatives harmless from and against all claims of any nature arising in connection with a participant's participation in ASOA, or participant's acceptance or use of the commission. The Smithsonian and its regents, officers, agents, employees, fellows, interns, research associates, and volunteers, and Verizon, its affiliates and their respective members, partners, shareholders, officers, directors, employees, agents and representatives, are not liable for any costs, damages, injuries, or other claims incurred as a result of anyone's participation in ASOA or a finalist's acceptance and usage of the commission.

PRIVACY

Any data that Cooper Hewitt receives is subject to the Smithsonian Institution's Terms of Use (<https://www.si.edu/termsofuse>) and Privacy Statement (<https://www.si.edu/privacy>).

USE OF SMITHSONIAN AND VERIZON NAMES

The name and logo of the Smithsonian Institution are registered trademarks, and the names of Smithsonian museums and centers are common law trademarks, and



none of these may be used without the prior written consent of the Smithsonian, except for purposes of professional identification (resume/C.V.) such as a listing of all other similar programs in which the participant has participated or won recognition. Except as otherwise provided herein, participants shall not use or refer to the names or logos of the Smithsonian or any of its museums, centers, or facilities in any manner or through any medium, whether written, oral, or visual, for any purpose whatsoever, including but not limited to advertising, marketing, promotion, publicity or on any letterhead or website by any company. Participants shall not use or refer to the names or logos of Verizon in any manner or through any medium, whether written, oral, or visual, for any purpose whatsoever, including but not limited to advertising, marketing, promotion, publicity or on any letterhead or website by any company.

IMPORTANT ADDITIONAL PARTICIPATION CONDITIONS

Smithsonian decisions are final and binding.

Participant(s) represents and warrants that their Proposals and Prototypes shall: comply with these Participation Rules and Guidelines, contain only the participant's (or in the case of team entries, the participant's team's) own original material, be lawful, true, and accurate, and not violate the rights of any third party.

Proposals and Prototypes must not introduce software viruses, worms, or other programs designed to damage software, hardware, or equipment.

Proposals and Prototypes must not include anything off-topic, partisan-political, containing advertising products or services, commercial messages, personal attacks, or is otherwise abusive, threatening, unlawful, harassing, or that infringes on the rights of any third party. The Smithsonian reserves the right in its sole discretion to disqualify any participant whose entry or conduct appears in any way to violate these Participation Rules and Guidelines.