



# WILDLIFE CRIME TECH CHALLENGE

CONCEPT NOTE AND PRIZE APPLICATION

TERMS & CONDITIONS

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# 1.0 Introduction

The purpose of this document is to inform potential applicants of the terms and conditions applicable under the Wildlife Crime Tech Challenge (WCTC or the Challenge). Unless otherwise noted, the terms and conditions below are applicable during the Concept Note, Prize Application, and Grand Prize Application period. Additional terms and conditions may apply to the Grand Prize Application period, to be provided to Prize Winners at a later stage in the Challenge.

## 2.0 Key Terms and Definitions

**Application (or submission):** Includes any submission to the Challenge, namely Concept Notes, Prize Applications, and Grand Prize Applications.

**Challenge:** Refers to the Wildlife Crime Tech Challenge, an initiative of the U.S. Agency for International Development (USAID) in partnership with the National Geographic Society, the Smithsonian Institution, and TRAFFIC.

**Concept Note:** A Concept Note is a concise summary of an applicant's solution. The Concept Note will include: (1) demographic information about the applicant or the applicant's organization; (2) a comprehensive description of the solution; (3) statement(s) of how the solution addresses the Challenge problem and/or issue area; and (4) a description of how the solution might scale to have a significant impact.

**Finalists:** Applicants with successful Concept Notes, who will be invited to submit a Prize Application.

**Grand Prize:** The cash award ranging in value from \$100,000 to \$500,000 as well as recognition, awarded to Grand Prize Winners.

**Grand Prize Application:** Prize Winners will be invited to submit a Grand Prize Application, to compete against other Prize Winners for the Grand Prize.

**Integra Government Services International LLC (Integra):** The prime contractor selected by USAID to implement the Wildlife Crime Tech Challenge.

**Prize Application:** Finalists will be invited to submit a Prize Application. Prize Applications will require the applicant to elaborate on the information provided in the Concept Note and respond to additional questions to enable a detailed evaluation of the solution.

**Prize Package (or Prize):** The package of financial and technical support to be awarded to Prize Winners. The Prize Package will consist of a \$10,000 cash prize, recognition, technical and networking support, and the opportunity to apply for a Grand Prize. The award package also includes travel costs to an in-person award event.

**United States Agency for International Development (USAID):** The lead U.S. government agency working to end extreme global poverty and enable resilient, democratic societies to realize their potential. USAID is the funding agency for the Challenge.

**Winners:** Applicants with successful Prize Applications and/or Grand Prize Applications.

## 3.0 Submission Period and Process

Concept Notes were accepted from April 22, 2015 at 12:01 AM Eastern Daylight Time (EDT) to June 30, 2015 at 11:59 PM EDT. Prize Applications will be completed by Finalists only and will be accepted from September 14, 2015 at 12:01 AM EDT to October 12, 2015 at 11:59 PM EDT. Any submissions after this date and time will be rejected without exception.

All Concept Note, Prize Application, and Grand Prize Application information and supporting documentation must be submitted in English; any other language will be considered ineligible. Written submissions must be completed in full to be considered eligible for review; incomplete submissions will be considered ineligible.

Unless explicitly approved by Integra, all applications must be submitted through the Challenge Application Portal. It is the sole responsibility of the applicant to update or correct information provided through the Challenge Application Portal. Concept Notes and Prize Applications (if requested) submitted via post, facsimile, e-mail, or other form will not be accepted. All exception requests must be sent to Integra via [info@wildlifecrimetech.org](mailto:info@wildlifecrimetech.org) at least one week before the submission deadline (i.e., before June 23, 2015 at 17:00 EDT for Concept Notes and before October 5, 2015 at 17:00 EDT for Prize Applications).

Neither Integra nor USAID are responsible for human error, theft, destruction, or damage to Concept Notes or Prize Applications, or other factors beyond its control.

## 4.0 Eligibility

Integra has the right to verify each applicant's eligibility. All applicants must be legally recognized entities or individuals under applicable law. Ineligible entities include U.S. and non-U.S. governments, as well as intergovernmental and treaty organizations. Colleges, universities, and research facilities that are funded by, and/or affiliated with, a government are not considered governmental organizations.

Prizes will not be awarded to an organization from, or with a principal place of business in, a country subject to trade and economic sanctions administered by the Office of Foreign Assets Control (OFAC) of the Department of Treasury or to any individual or entity subject to targeted trade and economic sanctions administered by OFAC. The current list of OFAC restricted countries includes Iran, Syria, Cuba, North Korea, and Sudan. A full list of OFAC restricted countries, and countries with related restrictions can be found at <http://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>.

## 5.0 Representations and Warranties

By submitting a Concept Note and Prize Application (if requested), the applicant certifies that:

- The entire Concept Note and Prize Application (if requested) is an original work by the applicant, and the applicant has not included third-party content in or in connection with the Concept Note and Prize Application (if requested), unless the applicant has either obtained the rights to use such third-party content, or it is in the public domain without any limitations on use;
- If the applicant is an organization, the individual submitting the application is authorized to submit the Concept Note and Prize Application (if requested) on behalf of the organization.

- All information provided by the applicant is true, accurate, current, and complete information and the applicant will maintain and update all applicant information to keep it true, accurate, current and complete.
- All persons who were engaged by the applicant to work on the proposed solution or who appear in the proposed solution in any manner have provided written permission to include their name, image or pictures in or with the proposed solution (or if an individual is under the age of 18, who is not the applicant's child, the applicant must have the permission of their parent or legal guardian). Integra may ask the applicant to provide proof of permission(s).

Additionally, Prize and Grand Prize Winners will be required to sign a certification regarding terrorist financing, and may be required to sign other certifications, such as the certification regarding the prohibition of assistance to drug trafficking.

## 6.0 Applicant Registration

Applicants should not register with multiple e-mail and/or street addresses. In the event of a dispute as to any Concept Note or Prize Application, the authorized account holder of the email address used to enter will be deemed to be the person who submitted the proposed solution. The authorized "account holder" is the natural person 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.

## 7.0 Acknowledgement of Submission

Integra will notify all applicants via email, within a reasonable period of time after submission that his or her Concept Note or Prize Application (if applicable) has been accepted and is currently under review. All applications will be issued a unique identifier.

## 8.0 Notification of Selection

Integra will notify all applicants, within a reasonable period of time after the end of the Concept Note and Prize Application (if applicable) submission period, whether or not their proposed solution has been selected by USAID as a Finalist and Prize Winner (if applicable).

Integra, on behalf of USAID, will convene a group of experts to review and evaluate all Concept Notes and Prize Applications against the criteria outlined on the "Apply" page of the Challenge website. USAID has absolute and sole discretion to accept a Concept Note or Prize Application, and ultimately whether to award a Prize Package. As the Challenge is a competition, the meeting of the eligibility criteria does not automatically mean that the Concept Note or Prize Application will be selected.

In addition, USAID reserves the following rights, in addition to rights described elsewhere in this document or by law or regulation, including:

- The right to select for negotiation and award all, some, one, or none of the Concept Notes and Prize Applications received in response to the Challenge.
- The right to accept Concept Notes and Prize Applications in their entirety or to select only portions of applications for award.

- The right to pose clarifying questions, ask for additional information, and/or conduct discussions with some, all, or none of the applicants. Such additional information may include, but is not limited to, further detailed Concept Notes or Prize Applications, budget, or additional representations and certifications.
- The right to remove an applicant from award consideration should the parties fail to reach agreement on award terms, conditions, and cost within a reasonable time, or if the U.S. government believes it is in its best interest to remove the applicant from consideration.

## 9.0 Confidentiality

Personal data will be processed in accordance with the Challenge Privacy Policy, which can be located at <https://wildlifecrimetech.org/privacy>. Per USAID ADS 579 Open Data Policy, Finalists and Prize Winners can expect that the following information will be published in the USAID Development Data Library and shared with the public: solution title, brief summary statement, primary Challenge issue and problem area addressed, stage of innovation, application organization (or individual name), and country of incorporation (or individual country of residence). Additionally, the following information will be stored in the USAID Development Data Library, but not shared with the public: Concept Note and Prize Application. Applicants should note that the open data policy requirement does not impact intellectual property rights in any way.

## 10.0 License to Use

Applicants are not required to transfer exclusive intellectual property rights to USAID. Rather, by submitting a Concept Note and Prize Application (if requested), the applicant grants USAID a royalty-free, nonexclusive, and irrevocable right to use, disclose, reproduce, and prepare derivative works, and to have or permit others to do so to any information contained in the application. If USAID engages further with the applicant regarding its submission, the parties can negotiate intellectual property protection for the applicant's intellectual property.

Applicants must ensure that any submissions are free of any third party proprietary data rights that would impact any possible license granted to USAID herein.

## 11.0 Award Information

### 11.1 Authorizing Legislation

The authorizing legislation for this Award is the Foreign Assistance Act of 1961, as amended, and the award is subject to 22 CFR 226 – Administration of Assistance Awards to U.S. NGOs. The Federal Acquisition Regulation (FAR) may apply.

### 11.2 Authorized Geographic Code

The authorized geographic code for source and nationality of applicants is 935 defined as any area or country including the recipient country, but excluding any country that is a prohibited source. As of the date of writing, USAID is prohibited from directly financing any assistance or reparations for the governments of Cuba, North Korea, Iran, and Syria. Please refer to Automated Directive System (ADS)

310 entitled “Source and Nationality Requirements for Procurement of Commodities and Services Financed by USAID”.

## 12.0 Award Administration

### 12.1 Prize Administration

Selected Prize Winners will be required to complete the following actions prior to being granted a Prize Package:

- In order to be awarded a Prize Package, all U.S. incorporated applicants, including for-profit and non-profit organizations, must obtain a Data Universal Numbering System (DUNS) number and register with the System for Award Management (SAM).<sup>1</sup> Applicants will be asked to provide a DUNS number and proof of SAM registration only after being selected as a Finalist. Individuals are not required to complete this process.
- All Prize Winners must sign and return anti-terrorist financing certification.
- All Prize Winners must sign and return the disclosure of lobbying activities form.

To ensure that Integra does not award Prize Packages to applicants that have been debarred, suspended or proposed for debarment, successful applicants will be checked against the U.S. Excluded Parties List System (EPLS), as well as the Terrorism/Special Designated Nationals (SDN), and Blocked Persons.

### 12.2 Grand Prize Administration

Prize Winners will be eligible to apply for a Grand Prize of up to \$500,000. The criteria for application, policies, procedures, and terms and conditions concerning Grand Prizes will be provided to all Prize Winners after all Prize Packages have been awarded. Selected Grand Prize winners will be required to complete the following actions prior to being granted a Grand Prize award:

- For Grand Prizes, all U.S. and non-U.S. incorporated applicants must obtain a DUNS number and register with SAM prior to award. Individuals are not required to complete this process.

The Grand Prize Application may include the following elements:

- 1) Scale Plan
  - a) A business plan
  - b) Next steps and goals in accelerating the solution to scale or scaling the solution
  - c) Defined milestones and verification mechanisms
  - d) Responsibilities and contributions of parties to the grant
  - e) Timelines for achievement of results and deliverables

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<sup>1</sup> Per CFR 25.110 (d)(2), individuals, and foreign applicants for awards less than \$25,000 to be performed outside of the U.S., are exempt from this requirement.

f) Budget for activities to be performed under the grant, including milestone payments<sup>2</sup>

2) Environmental Screening Form

3) Financial Capability Questionnaire<sup>3</sup>

Any Grand Prizes awarded will be structured, timely, and quantified. Additionally, the following restrictions may apply to Grand Prizes:

- Grand Prizes may be awarded for variable amounts and for variable periods;
- Grand Prizes may cover all or only a portion of specific activities or costs; and
- Grand Prizes may be used to cover operational or administrative costs of an organization (such as salaries, honoraria, consulting fees, stipends, travel, per diem, data collection, analysis, communication and document preparation, workshops, conference participation, equipment, and other costs as may be approved).

Following application, selection, and negotiation, Integra will prepare and provide an award document to each successful applicant.

## 12.3 Branding and Marking Plan

Following selection, the Grand Prize Winner will devise a branding strategy and marking plan, with assistance from Integra, as necessary. It is a statutory and regulatory requirement that all USAID programs, projects, activities, public communications, and commodities that USAID partially or fully funds under a USAID grant or cooperative agreement or other assistance award or sub-award, must be marked appropriately overseas with the USAID identity. The branding strategy should describe how the program, project, or activity is named and positioned; how it is promoted and communicated; and identifies all donors. The Marking Plan should detail the public communications, commodities, and program materials intended to bear the USAID Identity.

## 12.4 Payments

Integra will pay the monetary portion of the Prize Package and Grand Prize to Winners on USAID's behalf within (30) days after receipt of Winner's written acceptance of a Prize Package or Grand Prize award notification, including any requested documentation such as bank account information.

The provision of any part of the Prize Package and Grand Prize is conditioned upon the Winner's cooperation with Integra's verification procedures. All awards will be paid in U.S. Dollars to the bank account provided by the Winner. Neither Integra nor USAID is responsible for payment of any award, or any part of any award, to any party other than to the applicant through whom the Concept Note, Prize Application, and Grand Prize Application (if applicable) was submitted to the Challenge.

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<sup>2</sup> Grand Prize amounts will be determined by Integra and USAID, following a detailed cost analysis. Integra shall review each cost element of the program description for reasonableness and allowability in accordance with the applicable cost principles for U.S. government grants. If necessary, Integra will negotiate the budget to ensure that costs are realistic and reasonable.

<sup>3</sup> Applicants must demonstrate that they possess, or have the ability to obtain, a level of financial management capacity commensurate with an organization capable of completing each predetermined milestone. Integra will provide a financial capability questionnaire to assist in making this determination, and may request additional information as necessary.



## 12.5 Reporting

Specific reporting requirements will be stipulated at the time of award negotiation for both Prize Packages and Grand Prizes. Applicants should anticipate the following reporting requirements and provisions:

- 1) Quarterly activity progress reports;
- 2) Final report on activities supported by the grant; and
- 3) For Grand Prizes only, grant payment request forms upon the completion of each milestone

In addition, Winners will be responsible for the following activities, if applicable:

- 1) When publications are financed under the award, the winner shall provide Integra a copy of all published works. At the end of the grant term, Integra shall submit one electronic copy of final documents (electronic copies are preferred) to USAID's Development Experience Clearinghouse within 30 days of the end of the grant term. Each document submitted should contain essential bibliographic elements, such as 1) title; 2) author(s) name; 3) award number; 4) sponsoring USAID office; 5) objective; and 6) date of publication.
- 2) Awardees must inform Integra promptly in writing of any changes in the Winner's name, legal status, address, or telephone/fax number.

## 12.6 Standard Provisions

The following Standard Provisions will apply to all applicants:

<http://www.usaid.gov/sites/default/files/documents/1868/303mat.pdf>

For U.S. NGOs, the 22 CFR 226, OMB Circulars, and the Standard Provisions for U.S. NGO Recipients will apply: <http://www.usaid.gov/ads/policy/300/303maa>

For non-U.S. NGOs, the Standard Provisions for Non-U.S. NGO Recipients will apply:

<http://www.usaid.gov/ads/policy/300/303mab>

## 12.7 Termination, Disputes, and Governing Law

USAID or Integra may modify or terminate any award as circumstances change or as USAID or Integra decides is appropriate. Any dispute arising in the performance or administration of any award shall be subject to arbitration, mediation, or litigation, as Integra determines is appropriate. In all instances the governing law shall be the laws of the District of Columbia, USA with the legal venue to be determined by Integra.

This award may be terminated at any time, in whole or in part, by the recipient with the consent of Integra. Both parties shall agree upon termination conditions, including the effective date, and in the case of partial terminations, the portion of the award to be terminated. The agreement to terminate shall be set forth in a letter from Integra to the recipient.

USAID or Integra reserve the right to terminate in whole or in part, or suspend payments, should the winner become insolvent during performance of the grant. USAID or Integra reserve the right to terminate the award or take other appropriate measures if the winner or a key individual of the winner is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR Part 140.

If at any time USAID determines that continuation of all or part of the funding for a program should be suspended or terminated because such assistance would not be in the national interest of the United

States or would be in violation of an applicable law, then USAID may directly or through Integra, following notice to the recipient, suspend or terminate this award in whole or part and prohibit the recipient from incurring additional obligations chargeable to this award other than those costs specified in the notice of suspension during the period of suspension. If the situation causing the suspension continues for 60 days or more, then USAID, directly or through Integra, may terminate this award on written notice to the recipient and cancel that portion of this award, which has not been irrevocably committed to third parties.