The MITRE Challenge
Participation Agreement

This agreement is between The MITRE Corporation and PARTICIPANT for participation in the Countering UAS Challenge.

This Participation Agreement, including all Appendices and Attachments thereto, (hereinafter “Agreement”) made and entered into as of the DAY of MONTH, YEAR, by and between The MITRE Corporation (hereinafter referred to as “MITRE”), a Delaware Corporation, having its principal offices at 7515 Colshire Drive, McLean, Virginia 22102, and PARTICIPANT, having an address of PARTICIPANTS ADDRESS (hereinafter “Participant”).

Whereas MITRE is conducting a competition to address safety and security issues presented by UAS (hereinafter the “Challenge”); and

Whereas Participant desires to compete in the Challenge.

Therefore, the parties expressly agree to be bound by the following terms and conditions.

1. General Terms and Conditions:
   a. The Challenge is open to persons over age eighteen (18) and all companies and organizations except as noted below. Submissions must be made through and in accordance with challenge procedures. Any entity that meets the eligibility requirements set forth herein and in other MITRE-supplied Challenge documentation may submit an entry to be considered for participation. MITRE reserves the sole right to determine the eligibility of any entry.
   b. Each member of a team must execute and return a signed copy of this Agreement in order for that individual and that team to participate in the Challenge.
   c. MITRE, in its sole discretion, may refuse to accept entries containing any matter which, in MITRE’s opinion, is indecent, defamatory, in bad taste, demonstrates a lack of respect for public morals or conduct, promotes discrimination in any form, shows unlawful acts being performed, is slanderous or libelous, or adversely affects the reputation of MITRE, the U.S. Government, or any other entity.
   d. MITRE shall have the right to reject, return, or destroy any content in MITRE’s sole discretion at any time and for any reason. MITRE, in its sole discretion, may find any entry to be unacceptable for any reason, and may deem such entry disqualified. A disqualified entry will not be evaluated or considered for award.
e. Participant assumes full responsibility for obtaining and complying with all necessary export licenses and approvals and for assuring compliance with applicable re-export restrictions.

f. Any entity (person, business, on the US Commerce Department Lists of Parties of Concern (https://www.bis.doc.gov/index.php/policy-guidance/lists-of-parties-of-concern) or any other sanctioned entity, are ineligible to enter or otherwise participate in the Challenge.

g. MITRE employees are not eligible to participate in the Challenge.

h. U.S. Government agencies, including military services and academies, may compete in the MITRE Challenge as a Participant. Prize eligibility for any Government entity's (whether foreign or domestic) submissions will be decided upon a case by case basis.

i. All members of a Participant team must satisfy the eligibility requirements, and a single individual from the team must be designated as an official representative for each entry.

j. Participants who are not U.S. entities may be subject to additional requirements or restrictions imposed by MITRE, host facilities, or the U.S. Government.

k. Participant agrees to comply with all U.S. federal, state, and local laws and regulations. Void where prohibited or restricted by law. Participant assumes all responsibility for complying with all applicable laws and regulations when participating in this Challenge.

l. Individuals entering on behalf of or representing a company, institution, or other legal entity are responsible for confirming that their participation and entry does not violate any policies of that company, institution, or legal entity.

m. Entries submitted before the start date and time, or after the end date and time, will not be accepted. Entries not complying with formal requirements will not be accepted. Once an entry has been submitted and the submission period has ended, Participants may not make any changes or alterations to the entry.

n. Submitted entries must be complete and in the English language.

o. Each entry must affirmatively represent that Participant (and each member if more than one member on a team) has read and consents to be governed by the Challenge rules and meets the eligibility requirements set forth herein and in other MITRE-supplied Challenge documentation.

p. All awards are a one-time offer and there is no offer of licensure, royalty, or other financial compensation implied beyond the awards. Winning Participants are responsible for all taxes and reporting related to any award received as part of the Challenge.

q. Participants bear all costs incurred in the preparation of Challenge entries.

r. If no eligible submissions are entered in the Challenge, or in MITRE’s sole discretion, the award will not be awarded.

s. MITRE, in its sole discretion, will determine which entries are selected to participate in Phase 2 of the Challenge.

2. Intellectual Property Rights

a. Other than as set forth herein and in other MITRE-supplied Challenge documentation, MITRE makes no claim to ownership of your entry or any of Participant’s intellectual property or any third-party intellectual property contained therein. Participant does not grant any rights in any intellectual property related to Participant’s entry other than as set forth herein. Intellectual property rights associated with Phase 2 participant technologies will be negotiated with selected Participants.

b. Participant hereby grants to MITRE and U.S. Government subject matter experts the right to review Participant’s entry, and to describe the entry as represented by any materials created by Participant in connection with the Challenge, to U.S. Government entities, MITRE sponsors, challenge administrators, and the designees of any of them.

c. By submitting an entry, Participant grants to MITRE a non-exclusive right and license to use Participant’s name, likeness, information, image, and Participant’s identifying name for the corresponding technology, in connection with the Challenge. Participant also agrees that this license is perpetual and irrevocable.
d. Phase 2 Participants shall provide a written description of their technical approach suitable for public dissemination. Participant hereby grants MITRE the right to publically disclose and discuss this description, or a statement based upon such description, to describe entries to the Challenge.

e. Participant agrees that nothing in this agreement or Challenge grants Participant a right or license to use any names or logos of MITRE, or any other intellectual property or proprietary rights of MITRE.

f. Participant grants to MITRE the right to include Participant’s company or institution name and logo (if such entry is from a company or institution) as a participant in MITRE materials announcing winners of or participants in the Challenge. Other than these uses or as otherwise set forth herein and in other MITRE-supplied Challenge documentation, Participant does not grant MITRE any rights to Participant’s trademarks, tradenames, or likenesses.

3. Warranties

a. Participant represents and warrants that all information Participant submits is true and complete to the best of Participant’s knowledge, Participant has the right and authority to submit the entry on Participant’s behalf and on behalf of the persons and entities identified within the entry, and that Participant’s entry (the submitted information, software, and underlying technologies or concepts described in the entry):

• is Participant’s own original work, or is submitted by permission with full and proper credit given within the entry;

• does not misappropriate third-party intellectual property rights, rights in technical data, rights of privacy, publicity, or other intellectual property or other rights of any person or entity;

• does not contain malicious code, such as viruses, malware, timebombs, cancelbots, worms, Trojan horses or other potentially harmful programs or other material or information; and

• does not and will not violate any applicable law, statute, ordinance, rule, or regulation, including, without limitation, United States export laws and regulations, including, but not limited to, the International Traffic in Arms Regulations and the Department of Commerce Export Regulations.

b. Participant acknowledges entities on the U.S. Department of Commerce’s restricted list or other U.S. sanctioned entities may not participate in the Challenge. Participant hereby represents and warrants Participant, and all individual team members if Participant is part of team entering the Challenge, are not on the U.S. Department of Commerce’s restricted lists.

4. Limitation of Liability

a. Participant agrees to assume any and all risks and to release, indemnify, and hold harmless MITRE, the U.S. Government, and each of the U.S. Government subject matter experts, from and against any injuries, losses, damages, claims, actions, and any liability of any kind (including attorneys’ fees) resulting from or arising out of participation in, association with, or submission to the Challenge (including any claims alleging that Participant’s entry infringes, misappropriates, or violates any third party’s intellectual property rights).

b. Participant agrees to waive claims against MITRE, the U.S. Government, and each of the U.S. Government subject matter experts, for any injury, death, damage, or loss of property, revenue, or profits, whether direct, indirect, or consequential, arising from participation in this Challenge, whether the injury, death, damage, or loss arises through negligence or otherwise.

c. MITRE is not responsible for, and Participant hereby releases MITRE from any claim for, any miscommunications such as technical failures related to computer, telephone, cable, and unavailable network or server connections, related technical failures, or other failures related to hardware, software or virus, or incomplete or late entries.

d. Any compromise to the fair and proper conduct of the Challenge may result in the disqualification of an entry or participant, termination of the Challenge, or other remedial action, at MITRE’s sole discretion. MITRE reserves the right in its sole discretion to extend or modify the dates of the Challenge, and to change the terms set forth herein.
e. MITRE is not responsible for: (1) Any incorrect or inaccurate information, whether caused by a participant, printing errors, or by any of the equipment or programming associated with or used in the Challenge; (2) unauthorized human intervention in any part of the entry or demonstration processes; (3) technical or human error that may occur in the administration of the Challenge or the processing of entries; or (4) any injury or damage to persons or property that may be caused, directly or indirectly, in whole or in part, from a participant’s participation in the Challenge or receipt, use, or misuse of an award.

f. If for any reason an entry is confirmed to have been deleted erroneously, lost, or otherwise destroyed or corrupted, Participant’s sole remedy is to submit another entry in the Challenge.

g. Participant hereby agrees to the terms set forth herein and to all decisions of MITRE, the U.S. Government subject matter experts, and/or all of their respective agents, which are final and binding in all respects.

5. Termination And Disqualification

MITRE reserves the authority to cancel, suspend, and/or modify the Challenge, or any part of it, if any fraud, technical failures, any other factor beyond MITRE’s reasonable control impairs the Challenge’s integrity or proper functioning, or for any other reason as determined by MITRE in its sole discretion.

In witness whereof, Participant executes and agrees to be bound by this Agreement effective as of the date shown below.