

# AIM Onshore Prize Competition

## INTRODUCTION

The U.S. Department of Energy's (DOE's) *American Inventions Made Onshore (AIM Onshore)* is a prize competition designed to incentivize incubators, accelerators, and other intermediary organizations to help energy technology innovators close the manufacturing-readiness gap.

DOE's *AIM Onshore* prize competition is seeking creative, specific, and innovative proposals to deliver DOE's Build4Scale manufacturing training to innovators and create partnerships between U.S. innovators and U.S. manufacturers. Successful proposals must include a sustainable revenue model to ensure the initiative is viable past the point of government funding.

Four organizations will be selected for *AIM Onshore*'s Initial Prize (\$150,000 each). After one year, the two best-performing initial prize winners will receive the *AIM Onshore* Final Prize (\$250,000 for first place; \$100,000 for second place).

DOE's *AIM Onshore* uses the prize competition authority in the Stevenson-Wydler Technology Innovation Act of 1980, as amended by the America COMPETES Reauthorization Act of 2010 and the 2017 American Innovation and Competitiveness Act.

Participants selected as prize winners will be provided the Build4Scale manufacturing training materials (available at [build4scale.org](http://build4scale.org)) and will be expected to agree to terms governing the use of those materials. For the purposes of this prize competition, "participant" refers to organizations that apply to the prize competition and/or those selected as winners of the prize competition.

Through *AIM Onshore*, DOE is seeking to create an interface between American innovators and manufacturers, and ultimately make it easier for U.S. technologies to be manufactured domestically.

Detailed application information can be found on the following pages.

## TIMELINE (SUBJECT TO CHANGE)

	Focus	Total Winners	Awards
Initial Prize	Propose a Financially Sustainable Revenue Model for Training Delivery and Partnership Development	4	\$150,000 per winner
Final Prize	Demonstrate outcomes of training delivery and partnership development, via a financially sustainable revenue model	2	\$250,000 for First \$100,000 for Second

## **INITIAL PRIZE**

Initial Application Period (for Proposals) Begins: Tuesday, February 6, 2018 at 11:59 AM ET  
Registration Deadline (to be able to submit a Proposal): Tuesday, April 3, 2018 at 11:59 PM ET  
Initial Application Period (for Proposals) Ends: Tuesday, April 10, 2018 at 11:59 PM ET  
Winners of Initial Prize Announced: Thursday, May 3, 2018 at 10:00 AM ET  
1<sup>st</sup> Cash Awards Disbursed: Thursday, May 17, 2018

Between May 17, 2018 and May 16, 2019, winners of the initial prize execute their plan.

## **FINAL PRIZE**

Submission Period (for Report-out of Outcomes) Begins: Thursday, May 2, 2019 at 11:59 AM ET  
Submission Period (for Report-out of Outcomes) Ends: Thursday, May 23, 2019 at 11:59 PM ET  
Winners of Final Prize Announced: Thursday, June 27, 2019 at 10:00 AM ET  
2<sup>nd</sup> Cash Awards Disbursed: Thursday, July 11, 2019

## **SUMMARY OF PRIZES**

**Initial Prize: Propose a financially sustainable revenue model for training delivery and partnership development.** The initial prize will reward four participants with \$150,000 each for designing a credible plan to: (1) deliver Build4Scale training to innovators and (2) forge partnerships between innovators and domestic manufacturers. The proposal must show how the participant will execute the plan, and how (1) and (2) can be continued beyond the period of government funding via a financially sustainable revenue model, i.e. through recurring revenue streams. Grants are not considered to be recurring revenue streams.

**Final Prize: Demonstrate outcomes of training delivery and partnership development via a financially sustainable revenue model.** The final prize will reward the top two performers of the original four participants (\$250,000 for first place and \$100,000 for second place). Success will be evaluated by effectiveness of training innovators and forging domestic manufacturing partnerships, and by the demonstration of a viable sustainable revenue model. Metrics of evaluation will include the depth and extent of training delivered, the number of contracts signed between innovators and domestic manufacturers, and the revenue obtained from recurring sources (i.e., non-grants) via the participant's revenue model.

This is only a summary of each prize. For more information, please review the official rules and terms and conditions as provided below.

## **PROGRAM EMAIL**

For questions about the competition, contact [AIMOnshore@nrel.gov](mailto:AIMOnshore@nrel.gov).

# AIM Onshore Official Rules

## OFFICIAL RULES FOR THE INITIAL PRIZE:

### PROPOSE A FINANCIALLY SUSTAINABLE REVENUE MODEL FOR TRAINING DELIVERY & PARTNERSHIP DEVELOPMENT

The initial prize competition will result in the award of \$150,000 each to four participants. Winning participants will demonstrate the capability to execute a financially sustainable plan to: (1) deliver Build4Scale training to innovators; (2) forge partnerships between innovators and domestic manufacturers. The four winning participants will be awarded \$150,000 each, and will be eligible to compete for the final prize. The four winning participants will be selected such that their geographical regions have minimal overlap.

#### 1. How to Register

1. Visit the '[AIM Onshore Prize](#)' tab at [build4scale.org](http://build4scale.org) anytime during the submission period stated above. Participants will be prompted to submit their organization's name and email address to register.
2. When registering for the competition, participants will be asked to verify that they meet the eligibility requirements required by the prize competition statute (see Appendix A for a summary of requirements.) This competition is open only to organizational entities (e.g., for-profit organizations, non-profit organizations, not-for-profit organizations) incorporated in the United States with a primary place of business in the United States. Individuals who wish to participate, can do so as part of an organization. Organizations can form a participant team to compete for the prize. (See Appendix A for a summary of eligibility requirements.)
3. When registering for the competition, participants must agree to the liability, insurance, indemnification, and intellectual property requirements under the prize competition statute. (See Appendix A for a summary of requirements.)
4. After registering on the website, instructions on submitting application materials will be sent to the organization's email address provided. Only registered participants will be able to submit an application.

#### 2. Required Application Materials

##### Application Overview

The application must include:

1. A narrative of no more than seven pages addressing the application specifics outlined on the following pages. The narrative should not include any Personally Identifiable Information (PII). (See Appendix A for a discussion of information which constitutes PII.)
2. A copy of the organization's formation documentation (e.g. Articles of

Incorporation) showing the place of formation, as well as a self-certification of the primary place of business. Formation documentation does not count toward the page limit.

The application may include:

1. Up to three letters of support from outside entities. Letters of support do not count toward the page limit.

### Application Specifics

Participants must address the following items in their up to seven-page narrative.

1. Participant Knowledge, Experience, and Capabilities
  - a. The participant must summarize the relevant expertise within the applicant organization and any partners. This summary of relevant expertise will focus on the overall expertise, no resumes will be accepted. The summary should not include any Personally Identifiable Information (PII). (See Appendix A for a discussion of information which constitutes PII.)
  - b. The participant must demonstrate a full or partial focus on hardware innovation in the energy sector. The energy focus should concentrate on technology areas identified in DOE EERE's technology portfolio. EERE's technology portfolio includes renewable electricity generation, sustainable transportation, energy-saving buildings and manufacturing.<sup>1</sup>
  - c. The participant and/or proposed partners should demonstrate a history of delivering training to innovators and, preferably, a history of working with domestic manufacturers. The participant should provide examples of experience providing relevant training or community-building programs such as mentoring, entrepreneurial training, techno-economic analysis services, and/or engagement with domestic manufacturing resources.
  - d. The participant and/or proposed partners should preferably have technical or manufacturing expertise in-house for provision of the training. Please describe any relevant capabilities that will be contributed to this program.
  - e. The participant must demonstrate the capability to train many individuals within the surrounding region (either virtually, or within physical infrastructure). The intent is not to only train innovators associated with a given university or organization, but to train qualified innovators within the participant's region regardless of organizational affiliation.
2. Proposed Plan
  - a. The participant must provide a detailed description of its plan for delivering DOE's Build4Scale training to hardware innovators. (Materials on build4scale.org will be

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<sup>1</sup> For more information on EERE's technology portfolio visit <http://energy.gov/eere/office-energy-efficiency-renewable-energy>.

provided to participants in an editable form. Participants are encouraged to use the materials, but are not limited to them. Participants may expand upon the materials themselves, or supplement them with other resources. The Build4Scale Terms of Use are detailed in Appendix B.) The plan for delivering training must include: the population of innovators targeted for outreach and training, as well as their geographical reach and region and/or organizational affiliation, if any; target number of innovators to train, the proposed subject areas, duration, and mechanism of training delivery; proposed instructors; and proposed method to capture feedback, document learning outcomes, and identify areas for improvement.

- b. The plan should also indicate proposed partners, particularly domestic manufacturers, that the participant will leverage to execute the plan. The application must indicate support from any organizations necessary to execute the proposed plan.
- c. The participant must clearly demonstrate the feasibility of the proposed plan, the capability of the team to carry out the plan, and a mitigation strategy for any significant risk factors.
- d. The participant must specify how the plan's success will be measured, including metrics and key performance indicators, how data pertaining to innovators will be collected before and after receiving training, and how the participant will ensure the proper storage and protection of proprietary or confidential data.
- e. The participant must specify a hypothesis for a sustainable revenue model that will enable activities to continue beyond the initial prize funding. The participant must also indicate how the hypothesis will be tested during the initial year. For instance, if the participant proposes part of its revenue stream to come from product design firms that benefit from educated startup clients, and another part of its revenue stream to come from the innovators or manufacturers that enter into contract, then the participant must propose a breakdown of this proposed revenue structure, articulate the scale at which the revenue structure would cover the participant's costs, and articulate how it will test willingness-to-pay by the relevant parties.

### **3. Evaluation Criteria**

The National Renewable Energy Laboratory (NREL), the Prize Administrator, will initially screen submissions for compliance with the Official Rules. The screened submissions will then be scored by a panel of judges on a scale of 0-100 points (one hundred being the highest) in the categories described below. The average score in each category will be computed, and the average scores will be combined to compute a total score. The entries with the highest final scores will be recommended for selection for the initial prize.

**Potential for Impact (30/100 points)**

- The extent to which the participant proposes a significant reach across the innovator community in their region, and a plan for delivering quality instruction that can have a demonstrable effect on learning outcomes and closing innovators' manufacturing-readiness gap.
- The extent to which the participant proposes to engage a wide variety of domestic manufacturers (in their region or beyond) as partners for innovators, and the extent to which the participant plans to forge meaningful partnerships that would not otherwise occur.
- Whether the participant proposes a viable and well-articulated proposal for continuing the activities of training and forging partnerships beyond the period of government funding. This includes a clear, viable hypothesis around sustainable revenue sources, and a plan for testing the hypothesis.

**Quality of Plan (40/100 points)**

- Whether the participant proposes deliverables and outcomes that are clearly defined up-front and unambiguous to evaluate, such as the number of innovators trained, the number of partnerships forged that would not otherwise have occurred, and the target revenues to be earned in the first year of execution.
- The extent to which the participant has fully developed and articulated their proposal, including having set specific target metrics, having secured demonstrable support from partners, having identified risks and contingencies, and having demonstrated that they are properly resourced to carry out the proposed work.
- The extent to which the participant's plan is likely to succeed.

**Team Experience and Abilities (30/100 points)**

- Quality and qualifications of the participant team and the likelihood that they will be able to successfully implement the proposed plan.
- Extent to which the participant can provide the skills and resources required to complete the proposed solution.
- Level of commitment and dedication to pursue the proposed solution as determined by availability of key personnel and previous track record of solving similar problems.

#### **4. Other Selection Factors**

In addition to considering the scores the submissions receive for the evaluation criteria described in Section 3, the DOE Selection Official may also consider Geographic Diversity as a Selection Factor. Participants that operate in overlapping geographies may hinder each other's proposed work (e.g. by engaging the same innovator population). Therefore, if two or more of the four highest scoring entries for the Initial Prize exist in overlapping geographies, the DOE Selection Official may apply the Selection Factor to skip a higher ranked submission in favor of a lower scored submission where the lower scored submission represents a geographic area not represented by other high scoring submissions.

#### **5. Terms and Conditions**

All participants and entries are also subject to the Terms and Conditions detailed in Appendix A and the Build4Scale Terms of Use detailed in Appendix B to these Official Rules.

## **OFFICIAL RULES FOR THE FINAL PRIZE:**

### **DEMONSTRATE OUTCOMES OF TRAINING DELIVERY AND**

### **PARTNERSHIP DEVELOPMENT VIA A FINANCIALLY SUSTAINABLE**

### **REVENUE MODEL**

For the final prize, DOE will award the top participant \$250,000 and the second participant \$100,000. Only the four participants selected for the initial prize are eligible for the final prize.

#### **1. How to Register**

Participants from the initial prize intending to apply for the final prize must submit an email stating their intent to AIMOnshore@nrel.gov by April 1, 2019.

#### **2. Required Application Materials**

##### **Overview**

The application must include:

1. A narrative of up to fifteen pages addressing the core areas of inquiry outlined below.

The application may include the following, which do not count toward the page limit:

- Supplemental documentation of the outcomes summarized in the narrative. This could include records detailing the number of innovators who received training, which training they received, the formatting in which they received training, and the length of training. This could also include survey results from innovators demonstrating their learning outcomes, contracts between innovators and manufacturers (anonymized to protect proprietary information), and/or demonstration of revenues obtained via sustainable revenue streams (e.g. from innovators, product design firms, manufacturers, or others).
- Letters of commitment from partners that further demonstrate the viability of the participant's revenue model for continuing the activities.

##### **Application Specifics**

The following must be addressed in the up to fifteen-page narrative, and should be appropriately documented in supplementary materials:

1. The participant must summarize the data collected during the execution of their plan from the initial prize. This includes how many innovators received the Build4Scale training, which aspects of the training they were exposed to, the total number of training hours per innovator, the instruction method, and the instructor(s). This also includes the number of partnerships forged between trained innovators and domestic manufacturers, the type of partnerships (e.g., consultative, production run, etc.), and rationale for stating that partnership would not have occurred without participant's role. It should also include



revenue received by the participant via recurring sources (i.e., not one-time grants), and the method by which that revenue was obtained. If participant collects data demonstrating learning outcomes from innovators (e.g., before and after training), this should be provided as well.

2. An analysis of the participant's method for delivering Build4Scale training and forging partnerships between innovators and manufacturers, including any modifications implemented relative to the initial proposal and reasoning for the change.
3. An analysis of the proposed revenue model for delivering Build4Scale training and forging partnerships between innovators and manufacturers, including any modifications implemented relative to the initial proposal, and reasoning for the change.
4. Any additional information not called for above, but relevant to demonstrating the outcomes of the work, such as a list of other organizations enlisted in the training and partnership process, a summary of any improvements made to the Build4Scale training materials, etc.

### **3. Evaluation Criteria**

The submissions will be scored by a panel of judges on a scale of 0-100 points (one hundred being the highest) in a range of categories. The average score in each category will be computed, and the average scores will be combined to compute a total score. Two entries with the highest final scores will be recommended for selection for the final prize.

#### **Success in training innovators (30/100 points)**

- Extent to which the participant successfully trained hardware innovators on manufacturing fundamentals. Relevant criteria may include the number of innovators who received training, which training materials innovators were exposed to, training exercises completed by the innovators, the method of instruction, the expertise of the instructor(s), and documented learning outcomes for the innovators.

#### **Success in forging partnerships between innovators and domestic manufacturers (30/100 points)**

- Extent to which the participant successfully forged partnerships between hardware innovators and domestic manufacturers. Relevant criteria may include the number of partnerships forged between trained innovators and domestic manufacturers, the type of partnerships formed (e.g., consultative, production run, etc.), and the extent to which the partnerships would not have been formed but for the participant's role.

#### **Success in proving out a viable sustainable revenue model (40/100 points)**

- Extent to which participant tested and proved out a viable sustainable revenue model that will enable continued training of innovators and forging of innovator-manufacturer partnerships, beyond the initial period of government prize funding. Relevant criteria may include whether the hypothesis for a sustainable revenue model was borne out, the

revenues obtained from recurring sources, the nature of those sources, and commitments from partners that further demonstrate the viability of a sustainable revenue model.

#### **4. Terms and Conditions**

All participants and entries are also subject to the Terms and Conditions detailed in Appendix A and the Build4Scale Terms of Use detailed in Appendix B to the Official Rules.

## **APPENDIX A: TERMS AND CONDITIONS**

To compete in the *AIM Onshore* Prize, all participants<sup>2</sup> must agree to the following terms and conditions. Participant acknowledgement of these terms and conditions will be made upon registration and may require documentation at the time of registration. DOE reserves the right to require additional documentation demonstrating a participant's compliance with the terms and conditions of this prize competition at any time.

### **Eligibility**

To be eligible to win a prize under *AIM Onshore*, a participant:

- a) Shall have successfully registered to participate in the *AIM Onshore* Prize;
- b) Shall be incorporated in and maintain a primary place of business in the United States;
- c) May not be a Federal entity or Federal employee acting within the scope of their employment;
- d) May not be a DOE employee, immediate family (spouses, children, siblings, parents) of a DOE employee, or living in the same household as such persons, whether or not related;
- e) May not be a Federal grantee using Federal funds to participate in *AIM Onshore*;
- f) With the exception of Federal contractors that DOE may engage for assistance in administering the *AIM Onshore* Prize, Federal contractor participants may not use Federal funds from a contract to participate in *AIM Onshore* challenges or to fund efforts in support of an *AIM Onshore* participant.

A participating entity shall not be deemed ineligible because the entity used Federal facilities or consulted with Federal employees during a competition if the facilities and employees are made available to all entities participating in the competition on an equitable basis.

Entities can form a participant team to compete for the prize. Each participant team is solely responsible for allocating any prize amount among its members as they deem appropriate. DOE will not arbitrate, intervene, advise on, or resolve any matters between participant members. It will be up to each winning participant team(s) to allocate the prize money as they deem appropriate.

### **Participant Representations and Warranties**

Upon registration, participant hereby represents and warrants that:

- a) it is the sole author and copyright owner of the submission; that the submission is an original work of the participant and that the participant has sufficient rights to use and to authorize others, including DOE, to use the submission, as specified throughout the Official Rules; that the submission does not infringe upon any copyright or upon any other third party rights of which the participant is aware; and that the submission is free of malware;

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<sup>2</sup> "Participants" refer to organizations that apply to the prize competition and those selected as winners of the prize competition.

- b) the submission, and any use thereof by DOE is not defamatory or libelous in any manner; does not constitute or result in any misappropriation or other violation of the publicity rights or right of privacy of any person or entity, or infringe, misappropriate or otherwise violate any intellectual property rights, privacy rights or any other rights of any person or entity.
- c) 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 *AIM Onshore* rules;
- d) it is validly existing and duly organized in the state or jurisdiction of its incorporation;
- e) 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 rights or the participant's obligations under the *AIM Onshore* Prize Rules or Terms and Conditions;
- f) there is no suit, proceeding, or any other claim pending or threatened against the participant, 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 participant's performance of its obligations pursuant to *AIM Onshore* Rules or Terms and Conditions;
- g) 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, *AIM Onshore* Prize, or their affiliates to do any of the same;
- h) it will comply with all applicable laws, rules, and regulations in performing under these Terms and Conditions;
- i) it meets the eligibility requirements set forth by the prize competition statutory authority, and provided in Appendix A.

#### Government Representations and Warranties

Any and all information provided by or obtained from the Federal Government is without any warranty or representation whatsoever, including but not limited to its suitability for any particular purpose.

#### Treatment of Application Information and Data/Test Result Information

The use of protective markings such as "Do Not Publicly Release – Trade Secret" or "Do Not Publicly Release – Confidential Proprietary Business Information" in the Header or Footer of the Application is strongly encouraged where appropriate. However, participants should be aware that the use of protective markings is not dispositive as to whether information will be released publicly pursuant to a request for records under the Freedom of Information Act, (FOIA) 5 U.S.C. §552, et. seq., as amended by the OPEN Government Act of 2007, Pub. L. No. 110-175. Any information received from the Participant is considered to be a federal agency record, and as such, subject to public release under FOIA. Decisions to disclose or withhold information received from a Participant are based on the applicability of one or more of the nine FOIA exemptions, not on the existence or nonexistence of protective markings. Only the agency's designated FOIA Officer may determine if information sought under a FOIA request will be withheld pursuant to one or more of the nine FOIA exemptions. All FOIA requests received by DOE are processed in accordance with 10 C.F.R. Part 1004.

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, participant consents to the use of data submitted to the *AIM Onshore* Administrators and DOE consistent with these rules. All materials submitted to DOE as part of a submission become DOE records and cannot be returned. Data marked as proprietary will not be publicly disclosed to the public except as described in this section.

#### Personally Identifiable Information

All information provided by the Participant in the narrative/application and any follow-on reports **must not** include any Personally Identifiable Information (PII). PII refers to information which can be used to distinguish or trace an individual's identity, such as the individual's name, social security number, date and place of birth, personal telephone or cell phone number, or any other information this is linked or linkable to an individual such as employment information. By way of example, Participants **must not** include any resumes in their application.

#### Intellectual Property Ownership

Neither the DOE nor the *AIM Onshore* Prize Administrator may gain an interest in the intellectual property submitted to the *AIM Onshore* Prize without the written consent of the participant.

#### Relationship of the Parties

Nothing contained in these Terms and Conditions is intended to create or constitute a relationship between the DOE nor the Prize Administrator with the participants. Participation in the *AIM Onshore* Prize does not imply any form of sanction or support of the participant by the DOE and *AIM Onshore* 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. Participant may not use the DOE logo or official seal in their submission.

#### Liability and Insurance

Upon registration, participant assumes any and all risks and waives claims against the Federal Government and its related entities (for example, its officers, employees and agents (including parties authorized to act on behalf of the DOE to administer this prize competition)), except in the case of willful misconduct, for any injury, death, damage, or loss of property, revenue, or profits, whether direct, indirect, or consequential and whether foreseeable or not, arising from their participation in the competition, whether the injury, death, damage, or loss arises through negligence or otherwise and whether the claim or cause of action arises under contract or tort. Therefore, except in the case of willful misconduct, participant waives and releases any and all claims or causes of action against the Federal Government and its officers, employees and agents (including parties authorized to act on behalf of the DOE to administer this prize competition) for any and all injury or 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 competition, whether the claim or cause of action arises under contract or tort.

In accordance with the prize competition statutory authority at 15 U.S.C. § 3719, participant shall provide proof of general liability insurance of up to \$1 million 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 participant's insurance policy. Participant shall indemnify the Federal Government against third party claims for damages arising from or related to prize competition activities. Participant liability insurance shall also cover claims by the Federal Government for damage or loss to Government property resulting from such an activity.

All costs associated with the securing this insurance is the responsibility of the participant. Proof of the required insurance must be provided to the DOE and the Prize Administrator at the time of submission.

### **Judges**

Each submission will be judged by a qualified panel of experts selected by DOE or DOE's Prize Administrator at its sole discretion. The panel will judge the submissions according to the criteria identified above in order to select winners. Judges may not (A) have personal or financial interests in, or be an employee, officer, director, or agent of any entity that is a registered participant in a competition; or (B) have a familial or financial relationship with a registered participant. The final decision of the panel of judges, as certified by DOE, is final and binding on all participants. The final decisions of the Judging Panel may not be challenged by the participants.

### **Resolution of Disputes**

Participation constitutes each participant's full and unconditional agreement to these Official Rules and Terms and Conditions, which are final and binding in all matters related to the competition. The final decision of the panel of judges, as certified by DOE, is final and binding on all participants. The final decisions of the Judging Panel may not be challenged by the participants.

### **Publicity**

The winners of these prizes (collectively, "Winners") will be featured on the DOE website. Except where prohibited, participation in the competition constitutes each winner's consent to DOE's and its agents' use of each winner's name, likeness, photograph, voice, opinions, and/or hometown and state information for promotional purposes through any form of media, worldwide, without further permission, payment or consideration.

### **General Conditions**

DOE reserves the right to cancel, suspend, and/or modify the competition, or any part of it, if any fraud, technical failures, or any other factor beyond DOE's reasonable control impairs the integrity or proper functioning of the competition, as determined by DOE in its sole discretion. DOE is not responsible for, nor is it required to accept, incomplete, late, misdirected, damaged, unlawful, or illicit submissions.

ALL DECISIONS BY DOE ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE PRIZE COMPETITION.

## **APPENDIX B: BUILD4SCALE MANUFACTURING TRAINING MATERIALS TERMS OF USE AND TRADEMARK LICENSE FOR PARTICIPANTS**

The *Build4Scale* manufacturing training materials include any manufacturing related training modules or other materials provided to participants during the course of the competition. *Build4Scale* and *AIM Onshore* and any associated nicknames and logos (“Competition Marks”) are trademarks owned by the U.S. Department of Energy.

Lawrence Livermore National Laboratory (LLNL) led the development of DOE’s Build4Scale training content in collaboration with multiple organizations. The *Build4Scale* manufacturing training materials are made available to the public at [build4scale.org](http://build4scale.org). The terms of use on the [build4scale.org](http://build4scale.org) website govern the use of the training materials by non-participants, i.e., the public. The terms of use in this Appendix B govern the use of the training materials by participants.<sup>3</sup> Use of the materials by non-participants is restricted only to the extent necessary to advance the goals of the competition.

### **Training Materials Terms of Use**

Participants have the right to (1) use, reproduce, change, distribute to the public, the *Build4Scale* manufacturing training materials, including making derivative works based on the *Build4Scale* manufacturing training materials; and (2) create new training materials and brand the new training materials with the *Build4Scale* logo. Participants must provide attribution to the U.S. Department of Energy for any use of the *Build4Scale* manufacturing training materials, including in any modified or new training materials developed pursuant to (1) or (2) above. In addition, for modifications to the training materials and derivative works described in (1) above, participants must provide the following disclaimer on such works: “This *Build4Scale*<sup>TM</sup> manufacturing training has been modified by [Participant Name] from the original version provided by the Department of Energy.”

Non-participants, i.e., the public, will be permitted to use the Build4Scale manufacturing training materials with attribution to DOE, but will not be allowed to make changes to the materials or use the Competition Marks to brand new trainings, unless permitted in writing by DOE. Non-participants must agree to the terms of use on the [build4scale.org](http://build4scale.org) website to access and use the training materials. DOE expects to further expand the public’s right to use the materials after the materials have been tested and piloted by DOE and the prize participants.

Use of the Competition Marks is subject to the trademark license provided below.

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<sup>3</sup> “Participants” refer to organizations that apply to the prize competition and those selected as winners of the prize competition.

### Trademark License

*Build4Scale* and *AIM Onshore* and any associated nicknames and logos (“Competition Marks”) are trademarks owned by the U.S. Department of Energy. The trademark license granted to participants is in this Appendix B. The trademark license granted to non-participants can be found in the [build4scale.org](http://build4scale.org) website terms of use.

Competition participants are granted, for the duration of the *AIM Onshore* competition, a revocable, non-exclusive, royalty-free license to use the Competition Marks for the purposes of producing materials for the competition and other approved competition-related activities as long as the use does not suggest or imply endorsement of the competition participant by the U.S. Department of Energy, and the use of the Competition Marks by a competition participant does not imply the endorsement, recommendation, or favoring of the competition participant by the Department of Energy.

Competition participants may not use the Competition Marks for any other purpose. Competition participants may not sublicense the Competition Marks.

Competition initial prize winners will be provided with an individualized trademark license for ongoing use of the Competition Marks once the competition winners have been declared.