



Federal Aviation
Administration

DATA VIZ CHALLENGE

Terms & Conditions and Participation Agreement

Updated July 6, 2021

The **Data Viz Challenge (2021)** is sponsored by the FAA's Chief Data Office (CDO), within the Office of Information and Technology (AIT), and the Office of Communications (AOC).



DATA VIZ CHALLENGE TERMS & CONDITIONS AND PARTICIPATION AGREEMENT

The Data Viz Challenge ("Challenge") and Enterprise Information Management (EIM) Data Innovation Series ("Series") Terms and Conditions and Participation Agreement (combined referred to as the "Agreements") constitute a legally binding contract between You and/or Your team ("You" and "Your Team") and the Federal Aviation Administration ("FAA"), and apply to the participation by the Participant(s) in the Challenge and/or all related Series activities, as well as access to and use of all materials, websites, and locations associated with the Challenge or Series activities, including use of any FAA materials, documentations, data, content, or code provided by or on behalf of the FAA in connection with the Challenge or Series (collectively referred to as "FAA Materials.")

By participating in the Challenge, related Series events, and/or accessing any FAA Materials, the Participant(s) acknowledge and agree:

- a) to abide by the terms and conditions in the Agreements, and any other guidelines or instructions provided to You and/or Your Team by the FAA and/or its representatives in connection with the Challenge and related Series events;
- b) to comply with all applicable laws; and
- c) to be bound by the final decisions of the FAA (as delivered through its employee representatives responsible for this data challenge) in connection with the Challenge and related Series events. These final decisions include, but are not limited to, determining potential winners of the data challenge and making eligibility determinations about participants.
- d) that to the extent that there is any discrepancy or inconsistency between the Terms and Conditions of the Agreements and any disclosures or other statements contained in any FAA Materials, the Terms and Conditions of the Agreements shall govern.

1.0 CHALLENGE OVERVIEW

1.1 Purpose

The Challenge gives FAA employees, interns, and contractors an opportunity to share their talents in the redesign of the Administrator's Fact Book. Additionally, the Challenge promotes the Enterprise Information Management (EIM) initiative by exposing participants to:

- Assessing open access data sets within the EIM Platform
- Leveraging enterprise tools and applications for the creation of dashboards and visualizations
- Encouraging community collaboration through the Business Intelligence & Analytics Community of Practice and Tableau User Group

1.2 Objectives

Challenge participation includes the following objectives for Participants:

- Compete for a chance to win select awards (collectively referred to as "FAA Prizes.")
(See Section 3.1 Description of FAA Prize & Incentives for a description of FAA



Prizes.)

- Develop a visualization that leverages data from the Administrator's Fact Book and other related data sets.
- Explore the EIM Platform, which provides access to a repository of FAA data and a suite of cloud-based tools dedicated to enabling users to **Discover, Access, Explore & Transform, Analyze & Model, and Visualize** data.
- Provide feedback around Your experience with the EIM Platform for its further enhancement.

2.0 ELIGIBILITY REQUIREMENTS

2.1 General Participant Guidelines

- As terms of Your participation, You must meet the requirements for eligibility therein; and establish that You are at least 18 years of age.
- Participation is restricted to the following: FAA employees ("Federal Employees"), current contractors of the FAA ("Contractors") [must have a current FAA CTR email account and whose contract efforts support FAA Enterprise Information Management (EIM)], and interns both paid and non-paid ("Interns").
 - If the participant is a contractor, then their participation is contingent upon the agreement of their Employer and both the FAA Contracting Officer ("CO") and the FAA Contracting Officer Representative ("COR"). This agreement has to be made with the following understanding:
 - That any intellectual property or innovations developed as part of the Challenge belong solely to the FAA.
 - That any contractor participants may be barred from receiving prizes under the Challenge if they participate in their official capacity.
 - That if the participation of the contractor exposes them to any information, owned by the FAA or the U.S. Government, that would give their employer an unfair competitive advantage; then their Employer and any future employer may be precluded from future contract opportunities due to an organizational conflict of interest.
 - That Contractors participating in the Challenge will actively refrain from seeking out information that could result in an Organizational Conflict of Interest, and they will precoordinate with the responsible CO for their contract support effort prior to accessing any new stream of information to verify that the access will not cause a conflict of interest.
 - That Contractor participation in the Challenge, by the very nature of the Challenge itself, may create an organizational conflict of interest that may trigger the Employers preclusion from future contract opportunities.
 - That Contractor participation in the Challenge is governed exclusively by express authorization of the FAA CO responsible for managing their underlying contractual support to the FAA. Participation in the Challenge is not an authorization (either implied or express) to perform any additional work for the FAA beyond what is specifically authorized by the FAA CO.



- That the Contractor participant's Employer is directly responsible for any commercial damages should their employee access any third-party proprietary information during the course of the Challenge or during their normal contract performance.
- Each participant must submit a separate, digitally signed copy of the Agreements to accompany any submission materials.
(See *Section 3.4 Submission for guidance on submitting Your Submission Form*) (See *Section 12.0 Acknowledgement of Agreement to review and digitally sign the Agreements.*)

2.2 Team Participation

- Teams may consist of all Federal Employees, all Contractors, or mixed teams of Federal Employees and Contractors.
- Teams of Federal Employees must represent two or more lines of business/staff office.
- Team must consist of at least one non-licensed user and licensed user of the tool being used, where applicable.
- Teams in excess of (5) people are permitted but discouraged.
- Each team must designate one individual (the "Team Lead/Submitter") to represent and act on behalf of said team. The Representative must be duly authorized to submit materials (e.g., Submission Forms with original content, the Agreements, etc.) on behalf of the team, and must represent and warrant that he or she is duly authorized to act on behalf of the team.
- All team members must be indicated on the submission form at the time of the submission. Once the submission deadline is exceeded, further amendments are no longer permitted.

2.3 Additional Guidelines for FAA Employees and Interns Only

- If You are an FAA employee or intern, You should notify Your first-line supervisor and get support for Your participation.

2.4 Additional Guidelines for Contractors Only

- Contractors must provide notice to Your immediate CO and/or COR, overseeing any active contracts with the FAA to which You are or will be assigned during the duration of the Challenge, and upload the Agreements with the appropriate digital signatures obtained as part of Your completed Form.
- Following that notification, Contractors should contact **Angel Jones**, Angel.Jones@faa.gov in accordance with the following guidance:

Contractor Participation Certification Request:

1. Email Your digitally signed copy of the Agreements to **Angel Jones**, Angel.Jones@faa.gov with a **cc to Your immediate Contracting Officer (CO) and Contracting Officer Representative (COR)** overseeing any active contracts with the FAA to which You are or will be assigned during the duration of the Challenge.
2. Title Your email "**CTR Participation Certification Request (EIM Data Viz Challenge 2021).**"
3. In the body of Your email, include **Contract Number(s)**, and **name of vendor represented**.

The FAA will review Your certification request on a case-by-case basis, and return



the Agreements to You with the appropriate digital signature(s) for You to upload as part of Your completed Submission Form.

(See Section 3.4 Submissions for guidance on submitting Your Submission Form.) (See Section 11.0 Acknowledgement of Agreement to review and digitally sign these Agreements; see Section 12.0 Memorandum of Understanding: Eligibility Requirement and Additional Guidelines Contractors to review and digitally sign, before completing steps one through three, above.)

- Contractor participation does not modify Your current Statement of Work (SOW) or constitute the issuance and acceptance of a new SOW.
- Contractor participation is without expectation for issuance of future work. Participation alone and/or claim to a final or winning entry does not guarantee award of Contract.
- Participation in the Challenge has no bearing on a business entity's innovation or business performance. Therefore, participation in the event will not be used for any current or past performance evaluations made by the Federal Aviation Administration or the United States Federal Government.
- Contractors are exempt from receiving cash and time-off awards. (See Section 3.1 Description of FAA Prize & Incentives for additional guidelines on FAA Prizes.)
- You hereby acknowledge that nothing in the Agreements will constitute an employment, joint venture, contractor relationship, or partnership relationship between You and the FAA. For non-FAA employees or interns in no way are You to be construed as an agent or to be acting as an agent of the FAA in any respect, and vice versa.
- Contractors must have FAA credentials, including an FAA issued email address which is prerequisite to access the EIM Platform, Data Viz Challenge Website, Submission Form, in addition to other FAA materials, to participate in the Challenge.

3.0 SUBMISSION, SELECTION, FINAL JUDGING AND AWARD PROCESS

The Participant(s) hereby provide the FAA license to review all content developed and submitted by the Participant(s) as part of the process for Spotlight selection, judging, and awarding of FAA Prizes. Decisions of the FAA, its representatives, or individuals selected by the FAA with respect to all aspects of the Challenge, and submission materials will be final and binding.

3.1 Description of FAA Prize & Incentives

FAA employees, interns, and contractors may be eligible for the following awards:

- **Certificate of Participation:** This certificate will acknowledge participation in the Challenge.
- **Submission Spotlight:** Submissions may be featured in select FAA editorials, some of which may also be available for public review.

Only FAA employees may be eligible for **Time-off** and **Cash Awards**, which will be determined at a later date during the Final Judging Phase. Contractor participants are prohibited from receiving either Time-off or Cash Awards.



3.2 Evaluation Criteria

To be fully considered, visualizations developed and submitted in connection with the Challenge should leverage the data set designated on the EIM Platform. You may integrate other data sets in accordance with Challenge guidelines.

Visualizations will be evaluated based on the following:

- **Storytelling:** Uses narrative, point of view, or tone to tell a persuasive story.
- **Clarity:** Presents information that is accessible, accurate, and meaningful.
- **Relevance:** Communicates information that is timely, personal, or relatable.
- **Utility:** Content is easy to navigate and straightforward to operate.
- **Aesthetics:** Embodies beauty, balance, and visual originality.

3.3 Final Judging Process

The FAA will host a Final Judging Event as part of the Challenge at a date to be later determined. This will be a virtual event, where a panel of judges will observe The Participants as they present their final Submission for a chance to win select FAA Prizes. (See [Section 3.1 Description of FAA Prize & Awards](#) for a description of FAA Prizes.)

3.4 Submissions: For consideration, the team's designated Team lead, which can be You or another individual from Your Team, must submit Your Submission Form, available on via the [Data Viz Challenge Website](#), by the deadline of **11:59 PM ET, July 30, 2021** (subject to change at the discretion of the FAA.) Each team can submit up to two entries.

3.5 Disclaimer Regarding Registration, Submissions, and Demonstrations

It is the responsibility of You and/or Your Team to ensure that The Participant(s) have properly registered, and has submitted the Submission Form for consideration within the time frame allowed in the manner appropriately prescribed. The FAA is not responsible for any lost, delayed, misdirected, incomprehensible, incomplete, damaged, garbled, or otherwise unreadable or defective registrations, or other submissions; or any delay or failure to transmit, process, receive, or consider registrations, or other submissions.

Furthermore, if You and Your Team are invited to participate in the Final Judging Event, failure to appear and present Your and Your team's Submission, in accordance with the guidelines to be provided to The Participant(s) at the time of notice of Your and Your team's invitation to the final Challenge event, will constitute forfeiture from the Challenge and exempt The Participant(s) from the possibility of advancing in the Challenge and winning select FAA Prizes.

3.6 Submission Guidelines and Prohibitions

Submissions should not implicate the following:

- Contain, depict, or refer (explicitly or otherwise) to any inappropriate, objectionable, or unsuitable language, activity, or other content.
- Contain, depict, or refer to any content that disparages or refers negatively to the FAA, the Challenge, or any other person or entity affiliated or non-affiliated with the FAA.
- Contain any content that violates any law or any third party's Intellectual Property Rights (as defined herein), privacy, personality, or other rights.



- Collect any device or user tracking information like GPS location, device ID, etc., without explicit user approval, or store any of the following: Classified or Sensitive Security Information (SSI); Personal Identifiable Information (PII) or Personal Health Information (PHI) of any persons on any device.

Failure to adhere to these Submission Guidelines and Prohibitions may result in You and Your team's disqualification from participation in the Challenge. Furthermore, conduct not pursuant with adherence to these Submission Guidelines and Prohibitions may result in adverse action against You and members of Your team. Any decision by the FAA, its representatives, or individuals selected by the FAA with respect to violations of these Guidelines and Prohibitions will be final and binding

4.0 FAA Materials

4.1 Guidelines for Access, Use, and Dissemination of FAA Materials

The Participant(s) understand and agree that the FAA may restrict use of the FAA Materials in the Submission during and/or after the conclusion of the Challenge, at the FAA's sole discretion.

You represent and warrant and agree that:

- a) The Participant(s) will use the FAA Materials only for purposes permitted by and in accordance with the Agreements and applicable law and regulation and not for any commercial use, and that any future commercial use of the FAA Materials shall be subject to separate terms and conditions; and
- b) The Participant(s), jointly and severally, are responsible for (and neither the FAA nor its affiliates have any responsibility to the Participant(s), or to any third party for:
 - 1) Any content, or resources that You or Your Team obtain, transmit, or display through the Submission or the FAA Materials; and
 - 2) Any breach by You or Your Team of any of Your obligations under the Agreements, any applicable third-party license, or any applicable law or regulation, and for the consequences of such breach. The Participant(s) further represent that the Submission does not infringe, either directly or indirectly, any Intellectual Property Rights of the FAA unrelated to the FAA Materials or any Intellectual Property Rights of any third party. Any use of the FAA Materials shall include attribution to the FAA as the source thereof and additionally shall contain all copyright and other proprietary notice or legend found on the original.

Use of Non-public FAA Data. As part of Your and Your team's visualization preparation, You may request access to non-publicly available FAA data to support Your analysis. The FAA will make an assessment as to the appropriateness of granting access and use for the requested data to the Participant(s). If the request meets the FAA's standards for internal data sharing, the FAA will make reasonable attempt to furnish the requested data to the Participant(s); however, there is no guarantee that The Participant(s) will be granted access to the requested data in part or in full.

THE FAA WILL NOT GRANT ACCESS TO DATA THAT PERTAINS TO ANY OF THE FOLLOWING CATEGORIES OF DATA AS PART OF THE CHALLENGE, UNDER ANY CIRCUMSTANCES:

- I. CLASSIFIED



- II. SENSITIVE SECURITY INFORMATION (SSI)
- III. PERSONAL IDENTIFIABLE INFORMATION (PII)
- IV. PERSONAL HEALTHCARE INFORMATION (PHI)

4.2 NON-DISCLOSURE AGREEMENT (NDA)

For the purposes of the Agreements, the FAA Materials may include materials and information belonging to or in the possession of the FAA that is not generally known to the public and that derives its value from not being generally known to the public and which the FAA and its affiliates consider confidential. Confidential FAA Materials as described herein may include, without limitation, all information, technical data, or know-how provided to The Participant(s) as part of the Challenges, including without limitation, that which relates to research, products, pricing, personnel, contractors, suppliers and customers, software, services, development, concepts, ideas, inventions, processes, designs, drawings, models, prototypes, engineering, marketing, business strategies, diversification plans, business expansion plans, or finance and shall further include, without limitation, all information marked "confidential" by the FAA. Confidential FAA Materials may be conveyed in written, graphical, physical or oral form. THE PARTICIPANT(S) HEREBY AGREE TO AND WILL HOLD IN CONFIDENCE AND USE A REASONABLE DEGREE OF CARE TO PRESERVE THE CONFIDENTIALITY OF THE FAA MATERIALS PROVIDED UNDER THE AGREEMENTS. For purposes hereof, Confidential FAA Materials does not include information that:

- (i) At the time of disclosure, is in the public domain;
- (ii) After disclosure, becomes part of the public domain, except by breach of this Agreement by You or Your Team;
- (iii) You can establish by competent proof was in Your possession and at free disposal at the time of disclosure by the FAA and was not acquired, directly or indirectly, from the FAA (or an affiliate thereof); or
- (iv) The Participant(s) obtains from a third party (other than the FAA or an affiliate thereof); provided, however, that such information was not obtained by said third party, directly or indirectly, from the FAA (or an affiliate thereof) under an obligation of confidentiality. For purposes of the Agreements, the FAA Materials shall not be deemed to be in, or have come into, the public domain merely because any part of such FAA Materials is embodied in general disclosures or because individual features, components, or combinations thereof are or become publicly known.

If You are participating in the challenge as a contractor You hereby agree to promptly return all FAA materials provided to the Participant(s) in writing or in any other tangible form at the conclusion of the challenge and further agree to not retain any copies of any of the FAA materials.

4.3 Compliance with Section 508 of the Rehabilitation Act

The FAA is committed to providing equal access to FAA materials designated for Participants in support of the Challenge. FAA materials furnished in respect to the Challenge are compliant with Section 508 of the Rehabilitation Act.

4.3.1 Requesting a Reasonable Accommodation: Reasonable accommodation policy is contained in [FAA Order 1400.12](#) and [DOT Order 1011.1](#). If You or a member of Your team should need an alternative means of access to designated FAA materials or a reasonable



accommodation because of a disability, please direct Your request for accommodation to Your first-line supervisor, designated as the reasonable accommodation decision maker **in FAA Order 1400.12**, to minimize delays. A request may be made whenever You choose, even if You have not previously disclosed the existence of a disability.

You may initiate a request for reasonable accommodation orally or in writing. However, oral requests should be followed up by a written confirmation of request. Requesting employees should also contact the People with Disabilities Program Manager, Joyce Hunter, joyce.hunter@faa.gov, or (202) 267-4532, to inform the Office of Civil Rights that an accommodation request is being made. For Contractors, inform the [Office of the Chief Counsel](#), particularly the Employment & Labor Law Division and Acquisition & Fiscal Law Division.

If You have a disability and require assistance with the written request requirement, Your first-line supervisor will provide or arrange for assistance. You may also request a reasonable

5.0 INTELLECTUAL PROPERTY RIGHTS

5.1 Release of Intellectual Property Right

Release: All content submitted on behalf of the Data Viz Challenge and/or related Series activities become the property of the FAA upon submission. The Participant(s) expressly waives any right to any compensation in return for the submission. The Participant(s) also grants the FAA and its designees all right, title, and interest in such material, including without limitation any copyrights and other legal or equitable rights in and to the materials submitted. The FAA shall have the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so. The rights waived by the Participant(s) shall include, without limitation, the irrevocable right to reproduce, prepare derivative works, combine with other works, alter, translate, distribute copies, display, perform, and license such material, and all rights therein. No clause in the Agreements grants the Participant(s) any rights to use any FAA Marks, during or after the completion of the Challenge

You hereby waive any and all claims that You or Your Team may have against the FAA or anyone organizing, judging, or associated with the Challenge. You also acknowledge that the FAA has access to many ideas and intellectual property, many of which may be similar or identical to Your visualization, and The Participant(s) will not have any claim against the FAA or be entitled to any compensation as a result of the FAA's use of similar or identical material as presented or embodied in Your visualization but developed independent of Your visualization. The Participant(s) agree that the FAA is not responsible for any unauthorized use of Your visualization, in whole or in part, by any third party.

5.2 Intellectual Property Rights Definition

"Intellectual Property Rights" means ownership rights in ideas, inventions, discoveries, improvements, modifications, enhancements, trade secrets, designs, business models, software and code, derivatives, know-how, processes, methodologies, technical information, data, test results, information, concepts, and works of authorship, whether patentable or otherwise protectable under the laws of the United States or any other jurisdiction, or not and whether reduced to practice or not, and all related intellectual property, including, but not limited to patents and patent applications (including, but not limited to, all reissues, continuations, continuations-in-part, revisions, extensions, divisional, designs, and reexaminations thereof),



copyrights, mask works, trademarks, trade secrets, and other forms of intellectual property protections related thereto, including all applications, certifications, and registrations therefor. You agree that the FAA and its affiliates exclusively own and shall retain all worldwide right, title, and interest in and to the FAA Materials, and the FAA's trademarks, service marks, logos, trade dress, trade names, or service names (combined "The FAA Marks"), patents and patent applications, and copyrights, including without limitations, all the FAA Intellectual Property Rights therein (collectively "The FAA IP").

NOT TITLE OR OWNERSHIP OF ANY OF THE FAA IP IS GRANTED (EXPRESS OR IMPLIED) OR OTHERWISE TRANSFERRED TO THE PARTICIPANT(S) OR ANY OTHER ENTITY OR PERSONS UNDER THE AGREEMENTS.

Any rights not expressly granted herein are withheld. The Participant(s) agree to cooperate with the FAA to maintain the FAA's ownership of the FAA IP, and You agree to promptly provide notice of any claims relating to the foregoing.

6.0 CODE OF CONDUCT

6.1 Code of Conduct Policy

By entering and participating in the Challenge, You agree to comply with the Challenge Code of Conduct, as well as other rules, restrictions, or instructions provided by the Challenge Staff. Any attempt to deliberately damage any of the FAA Materials or other materials affiliated with the Challenge, the Organizers, or the Venue, to undermine the legitimate operation of the Challenge, or to abuse, threaten, or harass any fellow Participant or Challenge staff may constitute a violation of criminal and/or civil laws. Harassment includes offensive verbal comments related to gender, gender identity and expression, age, sexual orientation, disability, physical appearance, body size, race, ethnicity, nationality, or religion, sexual images in public spaces, deliberate intimidation, stalking, following, photography or audio/video recording against reasonable consent or reasonable expectation of privacy, sustained disruption of events, inappropriate or undesired physical contact, and unwelcome sexual attention. Participants asked to stop any harassing behavior are expected to comply immediately.

If You engage in harassing behavior, the FAA or the organizers of the Challenge may take any action they deem appropriate, including warning the offender, disqualification of Submission, expulsion from the Challenge or reporting of the harassing behavior to local law enforcement.

You acknowledge that violations and/or failure to comply with the Challenge Code of Conduct may result in the immediate disqualification of You and/or Your Team from the Challenge and removal from the venue. Any decision by the FAA, its representatives, or individuals selected by the FAA with respect to violations of the Challenge Code of Conduct will be final and binding.

7.0 EIM PLATFORM RULES OF BEHAVIOR POLICY

You hereby agree to abide by the FAA's [EIM Platform Rules of Behavior \(RoB\)](#) Policy which governs conduct with respect to the access and use of the EIM Platform.

8.0 MULTIMEDIA PUBLICITY AND PRIVACY POLICY

8.1 Multimedia Publicity and Privacy Release

Release: You acknowledge and understand by attending the Challenge or any Challenge-related event in person or virtually as a Participant, that You may be photographed, videotaped,



and/or otherwise recorded by the FAA or its designees (collectively "Footage") and may be required to sign an affidavit and/or release for such Footage. You agree that all Footage, including all copyrights and other rights therein and thereto, will be owned by The FAA. You authorize the FAA and its affiliates and designees to use, copy, edit, publish, and exploit such Footage and all elements embodied therein (including; Your name, Your Team name and Your Team information, likeness, submission materials, and recordings of Your Activities related to the Challenge), in whole or in part, in any and all media now known or hereafter devised throughout the world, in perpetuity, for advertising, promotional activities, trade, and other purposes, without further notification, permission, or compensation. The FAA has no obligation to make use of any of the Footage.

You also consent to the FAA's and its affiliates' and designees' use of Your name and/or Your Team's name, as well as Your voice, likeness, biographical information, and mention of the nature of Your participation in the Challenge, for advertising, promotional activities, trade, public announcements, and other oral communications, media events, or other marketing opportunities on the FAA's websites or through other electronic communications such as emails to the FAA customers, newsletters, or in materials that the FAA otherwise makes publicly available, and through any other channels to promote the use of the FAA Materials and Submission(s).

8.2 DISCLAIMERS AND INDEMNIFICATION

8.2.1 DECLARATION:

The Participant(s) agree that the FAA assumes no liability under this Agreement for any losses arising out of any action or inaction by the Participant(s). The parties agree that the FAA assumes no liability under this Agreement for any losses arising out of any action or inaction by the FAA or its agents, officers, employees, or representatives.

In no event must the FAA be liable for claims for consequential, punitive, special, or incidental damages; lost profits; or other indirect damages.

8.2.2 INDEMNITY

Participant(s) agree(s) to indemnify and hold harmless the Government and its agents, officers, employees, and representatives (the Indemnified Parties) from and against all claims, demands, damages, liabilities, losses, suits, and judgments, including the costs and expenses incident thereto (collectively, Claims), that may accrue against, be suffered by, be charged to, or be recoverable from the Indemnified Parties arising out of acts or omissions of FAA and the United States government in connection with this Agreement.

As part of the Challenge, the submitter(s) are submitting their services and final product to the FAA without expectation of payment, and are expressly waiving any future claims against the FAA and the U.S. Government for funds to compensate for any services creating the submission materials or the use of the submission materials by the FAA.

9.0 APPLICABLE LAW

The interpretation of these terms and conditions shall be governed by and enforced in accordance with applicable Federal law.

You acknowledge and agree that the FAA is under no obligations to publicize Your participation in the Challenge and/or usage of the FAA Materials. You hereby grant to the FAA a revocable,



non-exclusive, non-transferable license to any trademarks, service marks, logos, trade dress, trade names, and service names developed by You or Your Team, to publicize Your participation in the Challenge, Your usage of the FAA Materials, and Submission.

10.0 GENERAL CONDITIONS

- Elements and details of the Challenge, including any FAA Prizes to be awarded and the Challenge themselves, are subject to modification, change, suspension, and/or cancellation without notice at the FAA's sole discretion. Any activity inconsistent with the Agreements, the positive image and reputation of the FAA, or any attempt to improperly influence the outcome of the Challenge will constitute grounds for disqualification from the Challenge, in the FAA's sole discretion and will be binding and final.
- Except where expressly prohibited, all issues and questions concerning the construction, validity, interpretation, and enforceability of the Agreements, or the rights and obligations of the Participants and the FAA in connection with the Challenge, shall be governed by, and construed in accordance with applicable United States Federal Law, without regard to any jurisdiction's conflict of law principles.
- All disputes, claims, and causes of action arising out of or connected with the Challenge, The Participant(s)'s participation in the Challenge, the Prizes for FAA employees and interns, or the Agreements will be resolved individually, without resort to any form of class action. The exclusive jurisdiction and venue for resolution of such disputes shall be in the U.S. Federal Courts, and You hereby waive and agree not to pursue any actions in any other jurisdiction or venue. You also agree to waive any right to claim ambiguity in any of the Terms and Conditions of the Agreements, except to the extent expressly prohibited by applicable law
- Failure by the FAA to enforce any term of the Agreements will not constitute a waiver of that provision or any other provisions of the Agreements.
- The FAA and the Challenge organizers reserve the right to cancel, amend, or suspend the Challenge, or to amend the Terms and Conditions, at any time, for any reason, and without prior notice or obligation. If the FAA or the Challenge organizers update or amend the Agreements, updated or amended version(s) will be posted to the website or be available at the Challenge. In the event of any discrepancy of inconsistency between the Agreements and disclosures or other statements contained in any Challenge-related materials, the Agreements shall prevail, govern, and control.

11.0 ACKNOWLEDGEMENT OF AGREEMENT (FOR ALL PARTICIPANTS, INCLUDING FAA EMPLOYEES, CONTRACTORS, AND INTERNS)

By signing below, I hereby certify that I have read in full the Data Viz Challenge Terms and Conditions and Participation Agreement and agree to abide by the terms outlined herein.

Participant Signature:	<u>X</u>
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(Please note that Your digital signature must include the date and time of signing to be valid.)

12.0 MEMORANDUM OF UNDERSTANDING: ELIGIBILITY REQUIREMENTS AND ADDITIONAL GUIDELINES FOR CONTRACTORS (FOR CONTRACTORS ONLY)

12.1 Acknowledgement

By signing below, I hereby acknowledge understanding of the following:

- I understand that as a Contractor, I am required to gain approval My designated Contracting Officer (CO) and Contracting Officer Representative(COR), overseeing any active contracts with the FAA to which I am or will be assigned during the duration of the Challenge, of My intent to participate as a requirement for My participation in the Challenge.
- I understand that I must inform My designated CO/COR in a manner consistent with the terms outlined in Section 2.4 Additional Guidelines for Contractors of the Challenge Terms and Conditions and Participation Agreement.
- I understand that participation does not modify My current Statement of Work (SOW) or constitute the issuance and acceptance of a new SOW.
- I understand that participation is without expectation for issuance of future work. Participation alone and/or claim to a final or winning entry does not guarantee award of Contract.
- I understand that participation by personnel in the Challenge is done on an individual basis and has no bearing on a business entity's innovation or business performance. Therefore, participation in the event will not be used for any current or past performance evaluations made by the Federal Aviation Administration or the United States Federal Government.
- I understand that as a contractor, I am exempt from receiving cash and time-off awards as per Section 3.1 Description of FAA Prize & Incentives for additional guidelines on FAA Prizes.
- I hereby acknowledge that nothing in the Agreements will constitute an employment, joint venture, contractor relationship, or partnership relationship between me (The Participant) and the FAA. For non-FAA employees or interns in no way are You to be construed as an agent or to be acting as an agent of the FAA in any respect, and vice versa.
- I understand that as a contractor, I must have FAA credentials, including an FAA issued email address which is prerequisite to access the EIM Platform, Data Viz Challenge Website, Submission Form, in addition to other FAA materials to participate in the Challenge.

Participant Signature:

X Christopher M Burch

Date: 30 July 2021
Time: 3:34 PM EST

(Please note that Your digital signature must include date and time of signing to be valid.)



(Attention: For Internal Review by Data Viz Challenge Support Team Below the Solid Line)

12.2 Certification of Eligibility to Participate

By signing below, I confirm that I have reviewed the Contractor's current status and Statement of Work (SOW) for all contracts with the FAA and certify, on behalf of the FAA, that the individual represented via digital signature in Sections 12.0 and 13.0 of this Challenge Terms and Conditions and Participation Agreement is eligible to participate in the Data Viz Challenge.

Signature of Reviewer (Angel Jones)	<div data-bbox="695 787 727 823">X</div> <div data-bbox="695 829 782 852">Angel Jones</div>
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