

# HealthTECH Challenge I

## Official Rules

*Effective as of November 16, 2023*

1. EXECUTIVE SUMMARY: The HealthTECH Challenge (this “*Challenge*”) is an open, skills-based competition event with the goal is to bring these innovations on-field to improve the safety and consistency of playing surfaces.
2. AGREEMENT TO OFFICIAL RULES: By submitting a proposal (“*Proposal*”) to this Challenge, the submitter of the Proposal, on behalf of yourself and/or any Institution (as defined below) you are submitting on behalf of (“*you*” or the “*Participant*”), is agreeing to be bound, fully and unconditionally, by the following legal terms (“*Official Rules*”). You should read these Official Rules carefully before submitting a Proposal to ensure you understand and agree. Winning a prize is contingent upon fulfilling all requirements set forth herein. The Sponsor Parties reserve the right to take any actions necessary to verify your compliance with these Official Rules before any prizes are awarded, including, without limitation, engaging a third party to evaluate the Proposal and/or requiring you to provide evidence of permission to use certain third-party materials. Even though you or any other participant may be announced as a winner, if your or any such other participant’s compliance with these Official Rules cannot be verified to the Sponsor Parties’ satisfaction, you or such other participant will be disqualified, and, time permitting, an alternate winner may be selected.
3. SUBMISSION PERIOD: Proposals may be submitted from 11/16, 2023 (the “*Launch Date*”) through February 20, 2023 at 5:00 p.m. Eastern Time (unless such deadline is extended by FRI at FRI’s sole discretion) (the “*Submission Deadline*”). Any Proposals submitted after the Submission Date shall not be considered.
4. SPONSOR PARTIES: This Challenge is one of a series of HealthTECH Challenges (the “*Challenge Series*”) sponsored by Football Research, Inc. (“*FRI*”), a nonprofit corporation formed and financially supported by the National Football

League (the “NFL”). The Challenge Series is managed and operated by Duke University’s Biomedical Engineering (BME) department (“*Duke BME*”; each of FRI, the NFL and Duke BME may herein be referred to as a “*Sponsor Party*” or, collectively, the “*Sponsor Parties*”) under contract with FRI.

5. ELIGIBILITY: To be eligible to enter this Challenge, you must:

- (a) Be a legal resident of the country in which you reside;
- (b) Be at least 18 years old or the age of majority in your jurisdiction of residence;
- (c) Not be a person or representative of an entity under U.S. export controls or sanctions (see <https://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>); and
- (d) Not have been convicted of a felony or crime of moral turpitude.

All applicable United States federal, state, provincial and local laws and regulations apply. Void where prohibited or restricted by law. Although this Challenge is governed exclusively by the laws and regulations of the United States, other local rules and regulations may apply to you, so you should check your local laws to ensure that you are eligible to participate in skills-based competitions. The Sponsor Parties reserve the right to award alternative prizes where needed to comply with local laws.

Multiple Proposals are permitted. Each Proposal will be reviewed independently. Multiple individuals or entities may collaborate to submit a single Proposal, but a single individual must be designated as an official representative for each entry (the “*Primary Contact*”). If you are entering on behalf of a company or an institution (“*Institution*”), you are responsible for confirming with your company or institution that the Proposal does not violate any policies established by that Institution. Employees and contractors of any of the Sponsor Parties and/or any of their respective affiliates or subsidiaries are eligible to enter and participate in this Challenge but are not eligible to win any prizes.

6. HOW TO ENTER: To submit a Proposal:

- (a) Visit <http://bit.ly/myresearchproposal> and click on “Create New Account” (or log in if you already have an account). Proposals must be submitted under the Primary Contact’s name.
- (b) Review the step-by-step user’s guide for applying via the MyResearchProposal software [here](#)
- (c) Enter Access Code ‘NFL’ then select the ‘HealthTEHC1’ funding opportunity and follow the instructions.

- (d) For those wishing to submit additional materials (which must be NON-CONFIDENTIAL) for guidance and advice, please send questions to [HealthTECH@duke.edu](mailto:HealthTECH@duke.edu).
- (e) Proposal entered via MyResearchProposal software to include biosketches, budget, a technical description (which may not exceed five (5) pages in length) and, optionally, a supplemental data description (which may not exceed four (4) pages in length).

If you are having trouble accessing the system, please send an email to: [MyResearchProposal@duke.edu](mailto:MyResearchProposal@duke.edu).

7. **CONFIDENTIALITY:** Duke BME agrees that, for a period of five (5) years from the Launch Date, it shall treat the Proposal with reasonable care to avoid disclosure of the Proposal to any other person, firm or corporation. Duke BME shall have no such non-disclosure obligation with respect to the Proposal, or any part thereof, that (A) is already known to Duke BME at the time of the disclosure, (B) becomes publicly known without the wrongful act or breach of this Agreement by Duke BME, (C) is rightfully received by Duke BME from a third party on a non-confidential basis, (D) is approved for release by written authorization of the Primary Contact, (E) is subsequently and independently developed by employees of Duke BME who have had no knowledge of, access to, or use of the Proposal or (F) is required to be disclosed pursuant to any judicial or government request, requirement or order; *provided* that, to the extent practical, Duke BME promptly notifies you of such request or requirement so that you may contest such request, requirement or order. Duke BME shall have the right to retain an Oversight Committee (as defined below), including personnel from the funding party, Duke BME, and subject matter experts, who will review and score the Proposals. Those reviews and scores will be provided to Duke BME and to FRI affiliates.

By submitting your Proposal, you agree that the only confidentiality obligations between you, on the one hand, and any Sponsor Party, on the other hand, are contained in this Section 7 of these Official Rules, and any other confidentiality obligations included by you in a Proposal (whether as a condition to reading and evaluating such Proposal or otherwise) will be null and void. If your Proposal is selected for further evaluation by the Oversight Committee, any of the Sponsor Parties may (but are not obligated to) offer to sign a confidentiality agreement as part of further discussions about your Proposal and the material it describes.

For the avoidance of doubt, the submission of a Proposal does not constitute an agreement between you or any other party(ies) submitting a Proposal and any of the Sponsor Parties.

8. **INTELLECTUAL PROPERTY RIGHTS:** Other than as set forth herein, none of the Sponsor Parties makes any claim to ownership of your Proposal or any of your or any third-party intellectual property that such Proposal may contain. By submitting a Proposal and/or participating in this Challenge, you are not granting

any rights in any patents or pending patent applications related to any technology described in your Proposal; *provided* that by submitting a Proposal, you are granting the Sponsor Parties certain limited rights as set forth herein.

By submitting a Proposal, you grant to the Sponsor Parties the right to review your Proposal, to describe your Proposal in connection with any materials created in connection with this Challenge and to have the Oversight Committee and their designees review your Proposal.

By submitting a Proposal, you grant a non-exclusive right and license to the Sponsor Parties, and their respective affiliates, subsidiaries, parents and licensees, to use, in any media now known or hereafter existing (e.g., the Challenge Series website) or during conferences or other settings in which the health and safety initiatives being undertaken by the Sponsor Parties are promoted and/or discussed, in any and all locations worldwide, without any payment to or further approval from you, (X) the name, likeness, logo (if the Proposal is from a company or institution), biographical information, image, any other personal data of the Primary Contact and the Institution in connection with any announcement of, or disclosures including, the winner of this Challenge or the winners of the Challenge Series, generally, or any list of the entrants of the Challenge Series (*provided* that if the Institution does not want its logo used on a list of entrants (rather than winners), the Sponsor Parties will accommodate that request (but, for the avoidance of doubt, no such restriction will be accepted for the list of winner(s)); *provided* that the Sponsor Parties shall request approval for any such use beyond a year after the Challenge Series has expired, and (Y) the Non-Confidential Summary included as part of your Proposal in connection with the Challenge Series (or, specifically, this Challenge) and the Sponsor Parties' initiatives to develop new materials in any media or format now known or hereafter invented.

You also agree that this license is perpetual and irrevocable. Other than these uses or as otherwise set forth herein, you are not granting the Sponsor Parties any rights to your trademarks.

You agree that nothing in these Official Rules grants you a right or license to use any names, trademarks or service marks of the Sponsor Parties, or any other intellectual property or proprietary rights of the Sponsor Parties.

Nothing in this Challenge requires you to negotiate or do business with the Sponsor Parties. You are free to discuss your Proposal and the ideas or technologies contained therein with other parties, and you are free to contract with any third parties; *provided* that you do not sign any agreement, grant any license or undertake any obligations that conflict with any agreement that you have entered into, agreed to enter into or do enter into with the Sponsor Parties regarding your Proposal (including without limitation these Official Rules). For the purpose of clarity, you acknowledge that the intent of the Challenge Series is to encourage people to suggest their ideas and innovations, but your participation in

this Challenge (or any other Challenge in the Challenge Series) does not create an obligation on either your part, or the Sponsor Parties' part to enter into any further business relationship with you or to sign any commercial agreement with you.

**9. CHANGES:** The Sponsor Parties reserve the right, in their sole discretion, to make changes to this Challenge from time to time, including making changes to these Official Rules or extending or modifying the dates of this Challenge. The Sponsor Parties shall also have the right to remove any content from the Challenge Series website in their sole discretion at any time and for any reason.

**10. WARRANTIES:** By submitting a Proposal, you represent and warrant that all information you submit is true and complete to the best of your knowledge, that you have the right and authority to submit the Proposal on your own behalf or on behalf of the persons or company or institution that you specify within the Proposal, and that your Proposal (both the information and materials submitted in your Proposal and the underlying technology/method/idea/treatment protocol/solution described in your Proposal):

- (a) is your own original work, or is submitted by permission with full and proper credit given within your Proposal;
- (b) does not contain confidential information or trade secrets of any third parties;
- (c) does not knowingly, after due inquiry (including, by way of example only and without limitation, reviewing the records of the United States Patent and Trademark Office and inquiring of any employees and other professionals retained with respect to such matters), violate or infringe upon the patent rights, industrial design rights, copyrights, trademarks, rights of privacy, publicity or other intellectual property or other (e.g., moral) rights of any person or entity;
- (d) does not contain malicious code, such as viruses, malware, timebombs, cancelbots;
- (e) does not and will not violate any applicable law, statute, ordinance, rule or regulation; and
- (f) does not trigger any reporting or royalty or other obligation to any third party.

**11. OVERSIGHT COMMITTEE:** Duke BME and a panel of expert judges established jointly by Duke BME and FRI ("*Oversight Committee*") shall assess all Proposals using the following assessment criteria, along with any other criteria determined between now and the end of this Challenge, so long as such additional criteria are consistently applied across all Proposal reviews:

- (a) Proposals must include a scope of work that is one year or less. Proposals will be funded for one year and are available for re-application during each year of the Challenge Series;
- (b) The submitting party must demonstrate the technical feasibility of quarterly milestones that will be achieved during the funding period;
- (c) Proposals must include specific plans or proposals relating to follow-on funding;
- (d) Proposal must lay out a clear financing, licensing or go-to-market plan or proposal or otherwise describe how the funding will be used;
- (e) Proposals must include a description of resources of environment to achieve milestones; and
- (f) Proposals must include the relevant background of the team /organization/lab submitting the response.

Any of the following shall constitute a conflict of interest for a member of the Oversight Committee (each, a “*Conflict of Interest*”): (i) having a personal or financial interests in, or being an employee, officer, director, or agent of, any entity that has submitted a Proposal as part of this Challenge; (ii) having a familial or financial relationship with an individual who has submitted a Proposal as part of this Challenge; (iii) sharing a laboratory (in a college or university) or business unit (in a multi-unit organization) with an individual or entity that has submitted a Proposal as part of this Challenge.

In the event of a Conflict of Interest or the appearance of a Conflict of Interest, the affected member of the Oversight Committee shall disclose such to FRI and thereafter, to the extent FRI agrees that a Conflict of Interest exists, shall recuse himself or herself from all reviewing, scoring or judging discussions related to this Challenge.

**12. FUNDING AWARDS:** All judging, eligibility and award decisions are at the sole discretion of FRI and are deemed final and not subject to review or explanation. One or more of the Sponsor Parties shall announce via the Challenge Series website a list of Proposals to whom FRI has made a funding award (each, an “*Award*”). The anticipated number and amount of the cash awards that will be awarded for this Challenge and further requirements for receiving an Award will be set forth as part of the announcement of this Challenge; however, the Judges reserve the right to award fewer than the anticipated number of cash awards in the event an insufficient number of eligible Proposals meet the judging criteria for this Challenge, in either FRI’s or the Oversight Committee’s sole discretion. All potential winners will be notified by the e-mail address for the Primary Contact provided in the submission form and will be required to complete further documentation confirming their eligibility. Return of any notification as “undeliverable” will result in disqualification. After execution of such further

documentation and verification of eligibility, Awards will be distributed in the form of a check addressed to the Primary Contact. The Primary Contact will have sole responsibility for further distribution of any cash Award among participants in a group Proposal or within a company or institution that has submitted a Proposal. Each list of Proposals receiving Awards for this Challenge will be made public as described on the Challenge Series website.

At the time that an Award is announced, a funding schedule for the payment of such Award shall also be announced.

All Awards are a one-time offer and there is no offer of licensure, royalty, or other financial compensation implied beyond the initial round of Awards. Each Award winner is responsible for all taxes and reporting related to any Award that such winner receives as part of this Challenge. Awards are intended to be used to fund primarily direct costs, with overhead amounts to be capped at 20%.

This Challenge is a contest of skill. Whether or not your Proposal is determined to be the potential recipient of an Award depends on how your Proposal compares to the other Proposals submitted in this Challenge when evaluated based on the judging criteria for this Challenge.

- 13. RELEASE AND LIMITATION OF LIABILITY:** By participating in this Challenge, you agree to release, indemnify and hold harmless the Sponsor Parties, each of the members of the Oversight Committee, and their respective affiliates, subsidiaries, advertising and promotions agencies, as applicable, and each of their respective agents, representatives, officers, directors, shareholders, and employees (collectively, the "*Sponsor Parties and Representatives*") from and against any liability, claims, demands, losses, damages, costs and expenses (including legal fees) arising out of participation in this Challenge or receipt or use of any Award or other prize, including, but not limited to: (a) unauthorized human intervention in this Challenge; (b) the processing or judging of Proposals; (c) technical errors related to computers, servers, providers, or telephone or network lines; (d) printing errors; (e) lost, late, postage-due, misdirected, or undeliverable mail; (f) errors in the administration of this Challenge or the processing of entries; (g) injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, by your participation in this Challenge or receipt or use of any Award or other prize; (g) other errors or problems of any kind whether mechanical, human, technical, network or electronic, or errors which may occur in connection with the administration of this Challenge; (h) any Proposal or other material uploaded or provided by you that infringes any third party proprietary rights, intellectual property rights, personal or moral rights or any other rights, including without limitation, copyright, trademark, patent, trade secret, privacy, publicity or confidentiality obligations, or defames any person; (i) any non-compliance by you with these Official Rules or any applicable law or regulation; (j) claims brought by persons or entities other than the parties to these Official Rules arising from or related to your involvement with this Challenge; and/or (k) the awarding or announcement of the winners or finalists or in any other Challenge-related

materials. To the extent permitted by applicable law, you (X) waive the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages and (Y) agree to defend, indemnify and hold harmless the Sponsor Affiliates and Representatives from and against any and all third-party claims or causes of action arising out of or in any way related to products, services, research or data provided by you to the Sponsor Affiliates and Representatives and any of their use thereof as authorized herein, including, without limitation, any claims of infringement of intellectual property rights.

Any compromise to the fair and proper conduct of this Challenge may result in your disqualification, termination of the Challenge, or other remedial action, at the sole discretion of the Sponsor Parties.

THE SPONSOR PARTIES AND REPRESENTATIVES SHALL NOT BE LIABLE TO ANY PARTICIPANT FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES IN CONNECTION WITH THE CHALLENGE OR THESE OFFICIAL RULES. YOU HEREBY RELEASE AND AGREE TO INDEMNIFY AND HOLD HARMLESS THE SPONSOR PARTIES AND REPRESENTATIVES FROM ANY AND ALL DAMAGES, INJURIES, CLAIMS, CAUSES OF ACTIONS, LIABILITY OR LOSSES OF ANY KIND (INCLUDING ACTUAL LEGAL FEES AND EXPENSES), KNOWN OR UNKNOWN, ABSOLUTE OR CONTINGENT, NOW OR IN THE FUTURE ARISING FROM OR RELATED TO: (1) YOUR FAILURE TO COMPLY WITH ANY OF TERMS OF THESE OFFICIAL RULES OR OTHER APPLICABLE RULES AND LAWS; (2) ANY MISREPRESENTATION YOU MAKE TO THE SPONSOR AFFILIATES AND REPRESENTATIVES UNDER THESE OFFICIAL RULES OR OTHERWISE; (3) YOUR PARTICIPATION IN THIS CHALLENGE; (4) YOUR RECEIPT, USE OR REDEMPTION OF ANY PRIZE, OR THE INABILITY TO RECEIVE, USE OR REDEEM ANY PRIZE; (5) A CLAIM BY A THIRD PARTY THAT THIS CHALLENGE, OR ANY DOCUMENTS OR REQUESTS FOR PROPOSALS THAT ARE PART OF THIS CHALLENGE OR YOUR PROPOSAL, OR ANY OTHER MATERIALS OF ANY NATURE FURNISHED BY YOU, INFRINGES (WHETHER DIRECTLY, CONTRIBUTORILY, OR OTHERWISE), MISAPPROPRIATES OR VIOLATES SUCH THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS; AND (6) A CLAIM BY A THIRD PARTY RELATED TO THE THIRD-PARTY'S USE OF THE ANY PRODUCT THAT IS THE SUBJECT OF YOUR PROPOSAL. THE SPONSOR PARTIES MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE ACCURACY, RELIABILITY, COMPLETENESS OR TIMELINESS OF ANY INFORMATION PROVIDED TO YOU IN CONNECTION WITH THIS CHALLENGE AND EXPRESSLY DISCLAIM ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, RELATING TO THIS CHALLENGE. IN NO EVENT SHALL THE SPONSOR PARTIES BE LIABLE FOR ANY DAMAGES (INCLUDING WITHOUT LIMITATION, INCIDENTAL OR CONSEQUENTIAL DAMAGES, PERSONAL INJURY/WRONGFUL DEATH, LOST PROFITS OR ANY OTHER DAMAGES) RESULTING FROM THE USE OF ANY INFORMATION PROVIDED IN CONNECTION WITH THIS CHALLENGE.



**14. PERSONAL INFORMATION & PRIVACY:** You acknowledge and agree that your name and contact information shall be collected upon registration for this Challenge. The Sponsor Parties may use or disclose this information and any other information contained in the Proposal (A) to their affiliates, (B) as may be required to conduct and manage this Challenge, including to confirm your eligibility and communicate with you, (C) to contact you via email for promotional purposes related to the operation of this or future competitions or challenges, and (D) to exercise the Sponsor Parties' rights under these Official Rules, including any further contact in connection with any commercial use of the subject of the Application.

All data provided by you must be accurate and complete. You acknowledge and agree that the personal data collected in connection with this Challenge will be collected by the Sponsor Parties' servers and computer systems which are based in United States and such collection will therefore be subject to applicable United States laws. As such, you hereby acknowledge and agree that your personal data may be transferred outside of their eligible jurisdiction (including without limitation by being transferred, stored and processed outside the European Union if you a resident of the European Union) and your personal data may not be subject to the same requirements or restrictions relating to such personal information as may exist in the country in which it was collected. Upon request, you will be provided with access to your personal data. You also have a right to oppose the collection, storage and use of such personal data under certain circumstances. You may exercise such right by writing to FRI, 345 Park Avenue, New York, NY 10128. If you are not satisfied with how the Sponsor Affiliates addressed your complaint, you may be able to raise the matter with a competent regulatory authority. You may also withdraw your personal data upon request; however, in such case, you will be disqualified as an entrant in this Challenge prior to the determination and fulfillment of the Awards or any other prizes.

**15. NO OBLIGATION:** You acknowledge that multiple participants may submit Proposals that contain concepts, technical solutions and technologies and/or business activities similar to other Proposals and that the Sponsor Parties and Representatives or their subsidiaries and business partners may already be investigating or developing concepts, technical solutions and technologies and/or business activities that are related or similar to those that you disclose in your Proposal. You acknowledge and agree that any actions or omissions of the Sponsor Parties and Representatives with respect to another Proposal or one of its own solutions or business activities, even if similar to your Proposal, shall not create in the Sponsor Parties and Representatives, as applicable, any liability to you or others. Further, none of the Sponsor Parties and Representatives are or shall be restricted in any way from pursuing, developing, or commercializing, in any way that the Sponsor Parties and Representatives, as applicable, sees fit, independent of you and at the Sponsor Parties' and Representatives' sole discretion, any technology that is created independent of your Proposal. For the avoidance of doubt, you acknowledge that none of the Sponsor Parties and

Representatives are obligated to take any action whatsoever with regard to your Proposal.

**16. WAIVER:** By entering this Challenge, you waive all rights to seek injunctive or equitable relief, or to claim punitive, incidental or consequential damages, or attorneys' fees.

**17. GOVERNING LAW; VENUE:** You agree that these terms and the relationship between you and the Sponsor Parties shall be governed by the laws of the United States and the State of New York. For entrants living outside the United States, you specifically acknowledge that you accept the practices and policies outlined in these Official Rules for the Challenge Series website and consent to having your data transferred to and processed in the United States. The parties hereto forever and irrevocably agree to the exclusive jurisdiction and venue of the state or federal courts located in the City of New York, County of New York, State of New York, USA.

IF ONE OR MORE PROVISIONS OF THESE OFFICIAL RULES ARE BE FOUND INVALID, ILLEGAL OR UNENFORCEABLE, THE VALIDITY, LEGALITY AND ENFORCEABILITY OF THE REMAINING PROVISIONS OF THESE OFFICIAL RULES WILL NOT BE AFFECTED IN ANY WAY THEREBY.

IN THE EVENT THERE IS A DISCREPANCY OR INCONSISTENCY BETWEEN DISCLOSURES OR OTHER STATEMENTS CONTAINED IN ANY CHALLENGE-RELATED MATERIALS AND THESE OFFICIAL RULES, THESE OFFICIAL RULES WILL PREVAIL, GOVERN AND CONTROL.

*Last updated: November 14<sup>th</sup>, 2023.*

*Any questions on these Official Rules, whether prior to or after submission of a Proposal, should be sent to [HealthTECH@duke.edu](mailto:HealthTECH@duke.edu)*