

**Blockchain Innovation Challenge:
Application Guidelines &
Eligibility, Rules, Terms & Conditions**

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1. **About the Challenge**

Thank you for your interest in the Blockchain Innovation Challenge (BIC). This document sets forth both the criteria and contents we are requiring of applications as well as the eligibility criteria, rules, and terms and conditions.

The Blockchain Innovation Challenge will make awards totaling \$900,000 to ecosystem-first designed approaches driving interoperability, social mobility and learner control. We are seeking technology-enabled solutions that reorient the education and employment ecosystem around the individuals that they aim to serve.

The Blockchain Innovation Challenge is open to teams of innovators who are seeking to positively affect and empower U.S. learners through ecosystem-first designs.

A team approach is required and should minimally demonstrate a collaboration of education stakeholders (post-secondary and/or K-12) and technology providers. Additionally, we encourage applicants to consider engaging employers, community-based organizations, student groups and any other organization that is critical to the ecosystem.

This challenge invites teams to articulate a vision and design pilots that address the following themes:

- **Empower all learners**
 - How can learners exercise agency over their digital identities, including all records of learning, so they can share them in a secure, validated, and machine-readable way?

- **Unlock lifelong learning**
 - How can learning be better documented, validated, and shared no matter where it occurs? How can control or ownership of learning records improve the way underserved learners connect and unlock disparate learning opportunities?

- **Improve economic mobility**
 - How can blockchain support learners to find in-demand education in employment-relevant skills to advance economic mobility and to fulfill the promise of higher education?

We have identified three key opportunity areas that teams must address since they are important characteristics of an ecosystem-first design approach. It is strongly recommended that you read the report; [Connected Impact: Unlocking Education and Workforce Opportunity Through Blockchain](https://www.acenet.edu/Documents/ACE-Education-Blockchain-Initiative-Connected-Impact-June2020.pdf) (https://www.acenet.edu/Documents/ACE-Education-Blockchain-Initiative-Connected-Impact-June2020.pdf), to see how these three key opportunity areas can meet the Challenge's goal of enabling individuals to achieve social and economic mobility.

- **Building community and consensus**
 - Networks of institutions and organizations are important precursors to many blockchain initiatives in education. By cultivating these communities to solve a common challenge, and then engineering the blockchain solution as the connective tissue to pull existing components of the ecosystem together and reorient around the needs of learners.
- **Interoperability and open design**
 - Solutions that leverage open data standards and protocols are critical to the mobility of individuals between the multiple learning and employment domains in their lifetime. Interoperability is such a critical component of this Challenge that the Department of Education commissioned a [whitepaper to provide a standards guide](https://docs.google.com/document/d/1emJ7YMMkbs1QIIJRoJvYJ4urA0VuUD_Z-3domGHXwmYE/edit) (https://docs.google.com/document/d/1emJ7YMMkbs1QIIJRoJvYJ4urA0VuUD_Z-3domGHXwmYE/edit).
- **Data literacy and agency**
 - Distributed ledger technology holds the potential to provide individuals with immediate access to their digital data, the ability to control who can view it, and a way for their data to be verified without contacting the issuing parties--allowing individuals to traverse seamlessly along a lifelong pathway of learning and work. Applicants should address how they can counter the digital skills and data literacy divide, which holds potential to compound disparities for traditionally underserved populations.

We also encourage you join [ACE Engage](https://engage.acenet.edu) (https://engage.acenet.edu) in order to participate with the Blockchain Innovation Group. This is a great opportunity to interact and connect.

Key Challenge Dates:

- August 12th – Application window opens
- August 31st – Deadline to submit questions to EBI@acenet.edu
- October 30th – Deadline to submit applications
- December 18th – Winners notified & start of Phase 1
- April 30th – End of Phase 1
- May 15th – Start of Phase 2
- September 30th – End of Phase 2

Prizes

The Blockchain Innovation Challenge will be conducted in two phases. Winning teams will share up to \$900,000 in prize money. Up to four phase 1 winners will be awarded up to \$150,000 each. Teams that demonstrate interoperability of their Minimum Viable Product (MVP) as an output of Phase 1 will receive Phase two funding for full implementation of the pilot. Up to four Phase 2 winners share the remaining prize balance.

In addition, winners will receive:

- National recognition through a variety of channels;
- Leadership opportunities in community engagement to share lessons learned and best practices;
- Be featured in ACE communications about the Education Blockchain Initiative;
- Play a key role in working with ACE and other stakeholders to develop potential governance standards;
- Mentorship from leading technology firms; and
- Additional opportunities and awards may be announced.

Evaluation Criteria

Applications will be evaluated on the following criteria:

- Quality of the Ecosystem-First Design Approach
 - Defines the problem and appropriate solutions that demonstrate potential for impact during and beyond the project window
 - Documents a comprehensive ecosystem that identifies the needs of appropriate partners, stakeholders, learners
 - Depicts the flow of data across ecosystem
 - Empowers learners
 - Promotes social mobility

- Quality of the Technological Approach
 - Clearly describes an execution strategy for the duration of the Challenge window that includes a short-term plan to demonstrate their MVP by the end of Phase 1
 - Stipulates technical capacity that meets objectives
 - Specifies conformance with open standards and interoperability
 - Clarifies data security and privacy in the compliance with federal and other regulations
 - Validates learner control of identity

- Quality of the Management Plan and Adequacy of Resources
 - Outlines team qualifications
 - Describes budget
 - Demonstrates a post-challenge business plan and sustainability

Submission Process and Formatting Requirements

- Applications must be submitted through the ACE Blockchain Innovation Challenge [portal site](http://www.acenet.edu/bic) (<http://www.acenet.edu/bic>) as a PDF document.
 - Only submissions received through the ACE portal site will be reviewed for consideration. 

- To ensure equity for all applicants, proposals must adhere to the page, font size and format specifications (including citation footnotes). Proposals that do not adhere to the specifications below will not be accepted.
 - Length Requirements:
 - Length – Applications may not exceed 15 pages.
 - Applications must include a 300-word short form summary of the initiative that concisely describes and summarizes the project and its objectives. Nothing in the short form summary should be proprietary or confidential, and the short form summary may be used for BIC press releases and other BIC communication collateral.
 - Applications may include an appendix (maximum 5 pages that does not count towards the 15-page limit) with resumes, bios for key team members, and summaries of other relevant projects to demonstrate expertise.
 - Formatting Requirements
 - Pages – For the purposes of applications for the Blockchain Innovation Challenge a “page” is 8.5 inches x 11 inches, with 1-inch margins at the top, bottom, and both sides.
 - Spacing – At a minimum single space all text in the proposal, including titles, headings, footnotes, quotations, references, and captions, as well as all text in charts, tables, figures, and graphs.
 - Font – Proposals must be submitted using the Calibri regular font type with no letters being smaller than 12-point font size in Microsoft Word.

Submission To-Do List

- Before applying, carefully review all of our application requirements, rules, eligibility and terms and conditions.
- For additional information, visit the FAQ page (coming on August 12th), or email ebi@acenet.edu. Questions about the Challenge are due by August 31st.
- Once you have finished your application in accordance with the formatting and content requirements you are ready to submit your proposal!

- Simply go to the submission page (link will be available on August 12th) and follow the prompts to upload and submit a PDF of your application.

2. Rules and Eligibility

- Subject to the foregoing restrictions, any individual or group of individuals that have the ability and capacity to respond to the objectives of this Challenge may apply to participate in the Education Blockchain Innovation Challenge (hereinafter, “Applicant”);
- Any Applicant must be a person of at least 18 years of age and a citizen or permanent resident of the United States (defined as The 50 States of the United States, the District of Columbia, the Commonwealth of Puerto Rico, and the outlying areas of the United States Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, and the Republic of Palau) (“Individual Applicant”) or
- An entity registered or incorporated in accordance with applicable State and local laws, and maintaining a primary place of business in the United States (“Organizational Applicant”). These include, but are not limited to, nonprofit and for-profit organizations, institutions of higher education, such as colleges and universities, and elementary and secondary schools.
- The Organizational Applicant may include foreign citizens participating as [owners or] employees.
- Teaming. Applicants may work in conjunction on any Education Blockchain Innovation Challenge application (“Teams”). Teams must have at least one Individual Applicant or Organizational Applicant that meets the eligibility criteria set forth above. For the avoidance of doubt, Teams may include foreign citizens who are not permanent residents;
- Institutions of Higher Education applying as the main Applicant, or as part of a team, must be
 - licensed in the state in which it is physically located and any other state for which licensing is required and
 - in material compliance with any applicable accreditation standards, and applicable state and federal laws.

- Elementary and Secondary Schools applying as a main Applicant, or as part of a team, must be in material compliance with applicable state and federal laws or applicable accreditation standards.
- Ineligible Applicants include:
 - A foreign citizen unless participating as part of an eligible team or entity;
 - A Federal entity;
 - A Federal employee acting within the scope of his or her employment; and
 - All employees of ED, ACE, ACE's Challenge partners, Steering Committee members and their employers/employees, and/or any other individual or entity associated with the development or administration of the Challenge, as well as members of such persons' immediate families (spouses, children, siblings, parents), and persons living in the same household as such persons, whether or not related.
- Applications must be submitted by October 30, 2020. Individual extensions to the due date will not be granted.
- Applications must be submitted on the ACE EBI Submission Page and must adhere to the submission requirements set forth in the Challenge.
- Any application that is late or is not submitted as a PDF that complies with ACE guidelines will not be given consideration.
- Applicants selected to receive a grant may not use any funds received from ACE for any activities that are not expressly part of fulfilling their responsibilities as a Challenge pilot.
- As a condition of participation, each selected EBI Challenge site must;
 - Assume any and all risks and waive claims against the Federal government and its related entities, except in the case of willful misconduct, for any injury, death, damage, or loss of property, revenue, or profits, whether direct, indirect, or consequential, arising from their participation in the Challenge, whether the injury, death, damage, or loss of property, revenue, or profits, whether direct, indirect, or consequential, arises through negligence or otherwise;
 - Agree to indemnify ACE and its EBI partners against third-party claims for any damages arising from or related to competition activities.

- By submitting an application, applicants agree to hold ACE and its EBI partners harmless from all legal and administrative claims to include associated expenses that may arise from any claims related to their entry or participation in the Challenge.
- Applicants are not required to obtain liability insurance or demonstrate financial responsibility in order to participate in the Challenge.

3. **Legal Information**

INTELLECTUAL PROPERTY (IP)/REPRESENTATIONS AND WARRANTIES/INDEMNIFICATION

Applicants retain ownership and all rights to the submission and any invention or work, including any software, research or other IP, submitted as part of the submission or developed in connection therewith.

By participating in the Education Blockchain Innovation Challenge, each Applicant (and on behalf of each member of an Applicant's Team) certifies, represents, warrants, and covenants to ACE and ED the following:

- Neither Applicant's response to an RFP nor ACE's or ED's use of information contained in a response will constitute an infringement or violation of the intellectual property rights (including but not limited to trademarks, copyrights, patents, trade secrets, moral rights) or privacy rights of any person or entity.
- The Applicant is the sole author, creator, and owner of the submission and/or has secured all necessary licenses and/or rights necessary to assure that the submission does not, and will not, violate or infringe upon the intellectual property rights, privacy rights, publicity rights, or other legal rights of any third party; and that
 - The submission; does not, and will not, contain any harmful computer code (sometimes referred to as "malware," "viruses," or "worms");
 - The submission, and Applicant's use of the submission, does not, and will not, violate any applicable laws or regulations of the United States.
- If the submission includes the work of any third party, the Applicant will provide, upon the request of ACE, documentation of all necessary and appropriate licenses or other indicia of right of the Applicant to include such third-party works. If the Applicant cannot provide such documentation, ACE reserves the right, in its sole discretion, to disqualify the applicable submission. In addition, ACE reserves all rights to pursue an Applicant for claims based on damages incurred by the Applicant's failure to obtain such licenses and releases.

- Applicant will indemnify, defend, and hold harmless ACE, ED, and their Blockchain Innovation Challenge partners, from and against all third party claims, actions, or proceedings of any kind and from any and all damages, liabilities, costs, and expenses relating to, or arising from, the Applicant’s submission or any breach or alleged breach of any of the representations, warranties, and covenants of the Applicant hereunder. Without limiting the foregoing, if any third-party claims alleging infringement of intellectual property rights are brought against ACE relating to Applicant’s submission, including claims of patent or copyright infringement or misappropriation of trade secrets, Applicant shall indemnify, defend (with counsel reasonably acceptable to the ACE) and hold harmless ACE, its directors, officers, agents, and employees from and against such claims.
- The submission is not the subject of any actual or threatened litigation or claim.
- Neither Applicant nor any organizations in which Applicant is employed or serves as directors have been debarred, suspended, or terminated from participation in any program administered by ED.
- Neither Applicant nor any organizations in which Applicant is employed or serve as directors has been convicted of, or has pled nolo contendere or guilty to, a crime involving the acquisition, use, or expenditure of Federal, State, or local government funds, or has been administratively or judicially determined to have committed fraud or any other material violation of law involving Federal, State, or local government funds.

SUBMISSION LICENSE

Each Applicant retains title to, and full ownership of, its submission. The Applicant expressly reserves all intellectual property rights not expressly granted under this agreement. By participating in the Blockchain Innovation Challenge, each Applicant hereby irrevocably grants a license to ACE and ED to store and access submissions in perpetuity that may be reproduced or distributed in the future.

PUBLICITY RELEASE

By participating in the Blockchain Innovation Challenge, each Applicant hereby irrevocably grants to ACE, ED, and their Challenge partners the right to use such Applicant’s name, likeness, image, and biographical information in any and all media for advertising and promotional purposes relating to the Blockchain Innovation Challenge, and otherwise, as stated above in “Submission License”.

Applicant shall not issue any press release or public announcement related to this this RFP, and/or any document or the negotiation, execution or performance of this RFP (including any eventual agreement between the parties) the negotiations without the prior written consent of ACE or ED unless required by law (in the reasonable opinion of counsel) in which case the issuing party will use reasonable best efforts to allow the other parties reasonable time to review and comment on such press release, announcement or communication prior to its issuance, distribution or publication; provided, however, that the foregoing will not restrict or prohibit Applicant from making any announcement to its employees, customers and other business relations to the extent Applicant reasonably determines in good faith that such announcement is necessary or advisable or is necessary to comply with any applicable law or the requirements of this RFP.

LINKS TO THIRD-PARTY WEBSITES

ACE’s Education Blockchain Innovation Challenge website may contain links to third-party websites that are not owned or controlled by ACE or ED. ACE and ED do not endorse or assume any responsibility for any such third-party sites. If you access a third-party website from the Challenge website, you do so at your own risk and expressly relieve ACE and/or ED from any and all liability arising from use of any third-party website content.

DISCLAIMER

ACE’s Education Blockchain Innovation Challenge website contains information and resources from public and private organizations that may be useful to the reader. Inclusion of this information does not constitute an endorsement by ACE or ED or any of their Challenge partners of any products or services offered or views expressed.

The Challenge website also contains hyperlinks and URLs created and maintained by outside organizations, which are provided for the reader’s convenience. ACE and ED are not responsible for the accuracy of the information contained therein.

CHALLENGE TERMINATION

ACE acknowledges that ED reserves the right to suspend, postpone, cease, terminate or otherwise modify the Education Blockchain Innovation Challenge, or any Applicant’s participation in the Challenge, at any time at ED’s discretion. Upon termination of the EBI Challenge, any rights obligations of ACE or ED with respect to the EBI Challenge shall cease.

GENERAL LIABILITY RELEASE

As of the date of each Applicant’s (or Team’s) submission, each Applicant (and each Applicant part of a Team) agrees, and, from and after the submission date, shall cause their respective subsidiaries and affiliates and each of their and their

respective current and former officers, directors, managers, employees, equity holders, partners, stockholders, members, advisors, counsel, representatives, successors and assigns (collectively, the “Releasing Parties”) to irrevocably and unconditionally release and forever discharge ED, ACE, ACE’s Challenge partners, Steering Committee members and each of their employers/employees, and/or any other individual or entity associated with the development or administration of the Challenge, and each of their respective current and former officers, directors, managers, employees, equity holders, partners, stockholders, members, advisors, counsel, representatives, successors and assigns (collectively, the “Released Parties”) of and from any and all actions, causes of action, suits, proceedings, executions, judgments, duties, debts, dues, accounts, bonds, contracts and covenants (whether express or implied), and claims and demands whatsoever whether in law or equity which the Releasing Parties may have against each of the Released Parties, now or in the future, in each case in respect of any cause, matter or thing relating to any of the Released Parties occurring or arising out of, or relating to, this RFP and/or any document or the negotiation, execution or performance of this RFP (including any eventual agreement between the parties).

GOVERNING LAW

All claims, disputes or causes of action (whether in contract or tort or otherwise) that may be based upon, arise out of or relate to this RFP, and/or any document or the negotiation, execution or performance of this RFP (including any eventual agreement between the parties), shall be governed by and construed in accordance with the internal Laws of the District of Columbia, without giving effect to conflict-of-laws principles that might require the application of the law of any other jurisdiction.

CHOICE OF FORUM

Applicant agrees to submit to the exclusive jurisdiction of the Federal District Court of the District of Columbia over all claims, disputes or causes of action (whether in contract or tort or otherwise) that may be based upon, arise out of or relate to this RFP, and/or any document or the negotiation, execution or performance of this RFP (including any eventual agreement between the parties). Applicant hereby irrevocably waives, to the fullest extent permitted by applicable law, any objection that they may now or hereafter have to the laying of venue of any such suit, action or proceeding brought in such court or any defense of inconvenient forum for the maintenance of any such suit, action or proceeding. Any final resolution or judgment in any such suit, action or proceeding shall be conclusive and may be enforced in any other jurisdiction by suit on the judgment or in any other manner provided by applicable law.

OTHER TERMS & CONDITIONS

By making a response to this RFP, any Applicant to the Education Blockchain Innovation Challenge will be deemed to have agreed to, and be bound by, the following terms:

ACE reserves the right to disqualify any submission that, in its discretion, deems to violate these Official Rules, Terms & Conditions.

Applicant understands that ACE discourages the submission of any proprietary or confidential information as part of a response to an RFP. Applicant should consider its response to an RFP to be a public disclosure of any intellectual property that Applicant submits, and ACE will not take any action to preserve the confidentiality of, or any intellectual property rights Applicant may have in, any information submitted in a response to an RFP. Regardless of any markings identifying the proposal or its content as proprietary that may be attached by Applicant, ACE and ED reserves the right to disclose or use any information contained in the proposal for ACE's or ED's own purposes.

Furthermore, the Education Blockchain Innovation Challenge shall be subject to 2 CFR Part 3474—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS.

This RFP is not and shall not be construed to be a contract, offer, or request for an offer. ACE or ED will not have any express or implied obligations or responsibilities to issue a grant to Applicant. ACE and ED make no commitment to issue any grant to Applicant (or any other person or entity who has submitted a response to an RFP) even if ACE or ED enter into discussions or negotiations with Applicant (or any other party) regarding a proposal.

ACE and ED, in their sole and exclusive discretion, and with or without notice or reason, may (i) accept or reject any proposal in whole or in part, (ii) reject all proposals, or (iii) withdraw this RFP at any time before or after submission of proposals. ACE and ED retain the discretion and right to change the criteria for evaluating RFP responses even after an RFP has been released and/or responses to an RFP have been received.

ACE and ED reserve the right in its sole and exclusive discretion to waive irregularities or defects in any proposal.

ACE and ED reserve the right to request additional information from any or all Applicants. Applicants agree to make themselves available for follow-up as requested by ACE or ED.

ACE and ED will not be responsible for errors or omissions by anyone submitting a proposal, and ACE and ED shall be the sole judge of the responsiveness, appropriateness and completeness of any and all proposals.

ACE and ED reserve the sole and exclusive right in its discretion to modify the timeline for decision-making after an RFP has been released and even after responses to an RFP have been received. Any award is contingent on the availability of funds and the quality of applications.

All costs incurred by a Applicant in reviewing, responding to, providing follow-up, negotiating, and otherwise engaging in the RFP response process are the responsibility of Applicant. Neither ACE nor ED is responsible for and will not reimburse any of Applicant's costs.

The Applicant agrees, with respect to the award, to be bound by Office of Management and Budget (OMB) Circulars A-110 (Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations) appendices incorporated by reference, with the same force and effect, as if they were given in full text. The full text of the Circular and appendices may be accessed electronically at: <https://www.whitehouse.gov/wp-content/uploads/2017/11/Circular-110.pdf>

All communication regarding the EBI Challenge should only be sent to: EBI@acenet.edu