

## DT4A INNOVATION CHALLENGE

### Terms and Conditions

The following are the Terms and Conditions issued by WRI Africa, Main Bole Road, Olympia roundabout, DRC Street, UNDP, RSC for Africa Building First Floor, P.O. Box 205/1250 | Addis Ababa, Ethiopia.

By applying for the DT4A Innovation Challenge, Applicant agrees to be bound by these terms and conditions. For purposes of these terms and conditions, Applicant shall include all individuals and organizations contributing to a Challenge.

#### 1. The DT4A Innovation Challenge (“Challenge”)

The Challenge is an initiative by WRI Africa, supported by AFD that aims to support organizations and initiatives, from private companies to universities and NGOs, that are contributing to the movement for open data across the region and improved planning and implementation of sustainable mobility, particularly of the paratransit or informal transport sector. Activities might include:

- Promoting paratransit in African cities through open data and mapping
- Enabling the improvement of transit services, especially informal public transport
- Curtailing growing transport emissions, improving safety and increasing access to opportunities
- Providing hands-on experience with open data principles to the large and diverse network of city authorities, residents, universities, private technology companies, and international development groups engaged in urban mobility
- Sharing knowledge to strengthen cross-sectoral collaboration at the local and regional level

Moreover, WRI and AFD seek initiatives that align with [SDG 11.2](#) and the [Sustainable Mobility for All](#) vision:

- **Universal Access** – Connecting all communities, with an emphasis on vulnerable groups including women and children, people living with disabilities and those living in extreme poverty, to the necessary opportunities and resources of urban life.
- **Efficiency** – Improving the reliability, affordability, and quality of public transport services inclusive of all formal, semi-formal and informal transit providers.
- **Safety** – Greatly reducing traffic-related fatalities, injuries and crashes
- **Green** – Minimizing the negative environmental impact of mobility, which includes greenhouse gas emissions and air pollution.

## 2. The Award

The Award consists of four monetary rewards that are awarded to four competitive innovation initiatives selected by WRI (the "Finalists") based on their innovation proposal, its potential impact, scalability and feasibility for transforming sustainable urban mobility in their pilot cities. Each finalist will receive an award of US\$30,000. The four Finalists will also have the opportunity to meet regularly with an advisory committee, composed of key experts in the field, over the course of the award.

## 3. Evaluation Criteria

The awards will be allocated as follows:

(i) Four Finalists will be selected from all eligible Applicants based on an assessment by WRI's evaluation team and Jury of the Challenge that most fully embody the following:

- a) The innovation, or the extent to which the innovation idea fills a need/gap in the city, particularly for underserved groups/vulnerable communities and/or how it uses open-source public transport data, tools and applications;
- b) The impact, or the extent to which the proposed innovation initiatives will have to solve an important urban problem in the pilot city/cities on sustainable urban mobility in accordance with the four policy goals of DT4A (universal access, efficiency, safety and green);
- c) The scalability, or the extent to which the proposed innovation initiatives will be scalable in the pilot city/other geographical areas, the approach you will need to take to solve the challenge in the public transport sector in the pilot city and beyond;
- d) The feasibility, or the extent to which the proposed innovation initiatives are feasible in the pilot city, demonstrate pre-existing/current engagement with local government and the operational capacity/staff to implement the innovation.

(ii) The Jury will select four Finalists based on the presentation of the applicant's innovation ideas to promote sustainable urban mobility and access through open public transport data based on the above criteria. The decisions by the Jury are final and not subject to review.

## 4. Eligibility

(i) All types of organizations/NGOs, individuals, and private companies with the aim of helping achieve SDG11 in African cities under one of the following focus areas are eligible to apply for the Challenge. The focus areas include:

- a) **Tech, application and tool development:** for applicants developing and deploying open-source tools for transit data collection, management, transit operations, and passenger information services.
- b) **Capacity building:** for applicants focusing on building the capacity of local governments and local mapping communities on data collection, management and

analysis; building capacity of decision makers on the application of open transit data for transportation planning, management and operations; and capacity building on the development and uptake of passenger user information tools and services.

**c) Research and Analysis:** for applicants focusing on leveraging existing transit datasets in the DT4A repository and conducting meaningful action research and analysis.

(ii) Applicants must have the support of local authorities (municipalities) and it is highly recommended to provide a letter of support from city officials.

(iii) To be eligible to enter the Challenge, the Applicant must operate in the African cities in which the innovation initiative is implemented, and have a registered entity.

(v) The challenge is open to all except for: the Applicants who are employees of WRI and AFD, or any other individuals who are involved in administering or organizing the challenge.

(vi) Applicants who have been convicted of corruption, similar unethical criminal acts or are listed for financial sanctions by the United Nations, the European Union and/or France for the purposes of fight-against-terrorist financing or threat to international peace and security are not eligible to apply for the Challenge.

(vii) Applicants are solely responsible for any taxes or levies due on the Award in their home country.

## 5. Responsibilities of the Applicant

(i) Application submission

- a) It is the responsibility of the Applicant to upload a fully completed submission to the DT4A portal prior to the close of submissions at 11:59 PM East Africa Time on February 16, 2022. WRI Africa reserves the right to reject any submissions that are not received before the close of submissions;
- b) Applications must be completed and submitted in the form and format available on the Challenge website [here](#) only;
- c) Applications without detailed contact information of the Applicant sending the application and the information of the key points of contact may be disqualified;
- d) Applications must be completed in English and in French;
- e) Only one application per Applicant will be entertained;
- f) Applications submitted for evaluation must be authentic. In case of plagiarism or theft of intellectual property arises, the Applicant will be disqualified from the Challenge;
- g) Incomplete information provided or failure to provide true and accurate information as outlined in these terms and conditions will automatically disqualify the Applicant. WRI Africa has the absolute and sole discretion to determine whether any Applicant should be disqualified due to non-compliance with these terms and conditions, bad faith, fraud or any other legitimate reason.
- h) By submitting the application form, the Applicant agrees to allow WRI Africa to use the name and company description of the Applicant participating in the Challenge on

their websites and other marketing or promotional materials without any payment or compensation thereof.

(ii) Evaluation phase

The Applicant is expected to work collaboratively with the WRI Africa team to provide additional information necessary to complete the due diligence, including but not limited to documentary verification of eligibility and accuracy of the information submitted.

(iii) Award Agreement

- a) Following the announcement of the winning Applicants (the "Finalists"), WRI Africa and the Four Finalists will jointly draft and sign an Award Agreement ("Agreement"). The Agreement will set out a strategy for the finalists of the award. The Agreement will define the Terms of Reference, including but not limited to the work plan, deliverables and timeline over the period of the Agreement (up to 12 months). The Agreement will also set out a timeline and milestones for payment of the Award. If an Agreement cannot be jointly agreed upon after a reasonable amount of time subject WRI Africa's discretion, another finalist may be selected.
- b) Award Structure: The Finalists will be awarded the money in two phases:
  - The first disbursement will be made once the design, planning and preparation stage is complete. Finalists will work closely with DT4A's advisory group to clearly identify an implementation strategy, activities, budget and other key items. Once this is complete, submitted and approved, 50% of the funds will be dispersed.
  - The second disbursement will be made once the implementation is complete and finalists have presented their achievements to DT4A's advisory group, a final report has been submitted and DT4A will have carried out a site assessment.
- c) Monetary awards to the Finalists are subject to the express requirement that they submit to WRI Africa all documentation requested by them to enable it to comply with all applicable African cities tax reporting and withholding requirements. All awards may be net of any taxes that WRI Africa is required by law to withhold. Any taxes imposed on the awards are the sole responsibility of the Finalists. In order to receive an Award, Finalists must submit tax documents requested by WRI Africa or otherwise required by applicable law, to WRI Africa or the relevant tax authority, all as determined by applicable law, including, where relevant, the law of the Finalists' country of residence. The Finalist is responsible for ensuring that he or she complies with all applicable tax laws and filing requirements. If the finalist fails to provide such documents or fails to comply with such laws, the Award may be forfeited and WRI Africa may, at its sole discretion, select an alternative finalist.

## 6. Intellectual Property Rights (IPR)

- Each Applicant acknowledges that it is the sole author and owner of all right, title and interest subsisting in its Challenge submissions (including intellectual property rights) in the entries submitted.
- Nevertheless, non-disclosure agreements (NDAs) may not be incorporated.
- Each Applicant grants to WRI Africa an irrevocable, perpetual, paid-up, royalty-free, non-exclusive worldwide license to display, disseminate, modify, summarise and communicate its Challenge submission to the public and any other entities in any media and for any purpose, including (but not limited to) inclusion on websites, other media for publicity, academic purposes or the use of open-source tools as a public good and leverage knowledge transfer.

## 7. Conflict of Interest

WRI Africa, in its sole discretion, reserves the right to respond to potential conflicts of interest, as it deems necessary or desirable. Potential conflicts of interest may arise if:

(i) The Applicant or a member of the organization has a financial, family or other relationship with WRI Africa, a WRI international office, a current or former WRI employee or the DT4A team that would or could result in an unfair advantage;

(ii) The Applicants or a member of the organization's team has a relationship with a member of the Jury. WRI Africa may decide, at its sole discretion, that the relationship or connection of the Applicants may have with WRI constitutes a conflict of interest and exclude the Applicants from further participation in the competition or take such other action as WRI deems appropriate. With respect to a potential conflict of interest involving a Jury member, WRI Africa may, in its sole discretion, request that the Jury member recuse himself or herself from the deliberations and identify an alternate juror.

## 8. Indemnification

By applying, Applicants automatically agree to fully indemnify, defend, and hold WRI and its affiliates, and their respective directors, officers, employees, shareholders, partners, and agents, and the advisors and jurors (collectively the "WRI parties") harmless from and against any and all claims, losses, costs, and expenses (including attorneys' fees) incurred by any WRI party in connection with any submissions, any dispute as to the authority of the Applicant to submit the submission, and any dispute as to the entitlement of an organization/entity to all or any part of the Challenge.

## 9. License

By applying, Applicant grants an irrevocable, royalty-free, nonexclusive license to WRI Africa to use, disclose or make available to others any and all materials that are part of the submission. WRI Africa and its sublicensees shall only use and disclose these in connection with (a) evaluation of the submission; (b) the promotion of the Award; (c) the promotion of general messages relating to sustainable urban mobility; and (d) research projects, including published papers/reports and non-commercial collaborations with other organizations. Applicant represents that it has the right to grant this license.

## 10. Acts

If, subsequent to the Award, any member of an Applicant is accused of corruption or other criminal acts, or is brought into public disrepute, as determined by WRI Africa in its sole discretion, WRI Africa shall have the right to withdraw any Award from such finalist. Upon written notice to the lead organization of such withdrawal, the lead organization and other members of the project team may no longer claim to have won the Award and must remove all references to WRI Africa and the Award from its website and promotional and marketing materials and may not reference the Award in interviews or press statements. Upon withdrawal, WRI Africa will cease referring to the Challenge as a winner or finalist of the Award; however, WRI Africa will maintain the irrevocable license to the submission granted above. If the Award is withdrawn, the cash Award need not be returned.

## 11. General

WRI Africa reserves the right to revise these terms and conditions as it, in its sole discretion, deems necessary or desirable.

## 12. Other

These terms and conditions shall be governed and construed in accordance with the laws of the Addis Ababa City, Ethiopia. By accepting these terms and conditions, Applicants agree that any action or proceeding between WRI Africa and Applicant for any purpose concerning the Award or these terms and conditions, or the parties' obligations hereunder shall be brought exclusively in a court of competent jurisdiction sitting in Addis Ababa City, Ethiopia, and Applicants consent to the exclusive personal jurisdiction of these courts. The invalidity or unenforceability of any provision of these terms and conditions, will not affect the validity or enforceability of any other provision thereof.