



Access Cities Competition Manual

NYC Air Quality and Urban Heat Island Effect

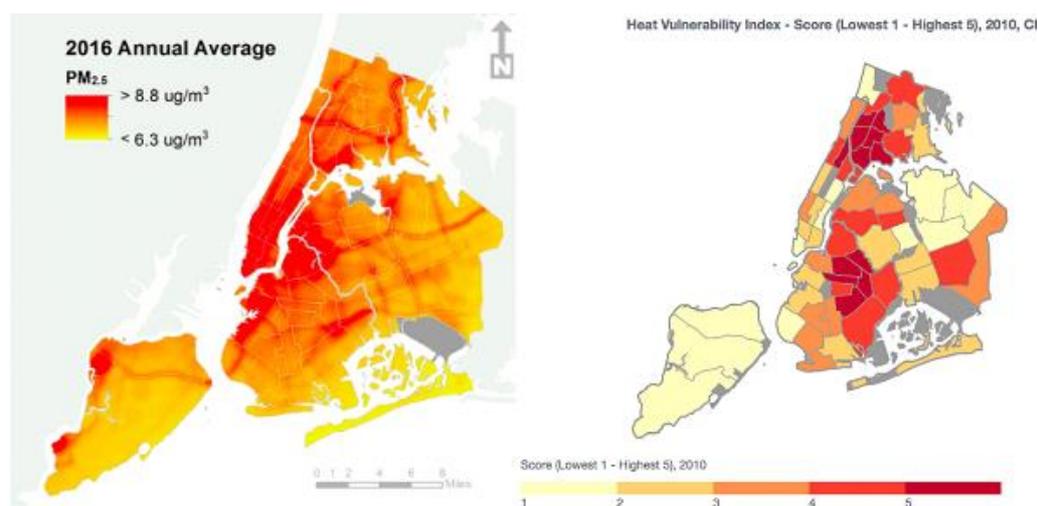
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Background of the Open Innovation Call

All over the world, cities are grappling with the increasingly detrimental effects of climate change. Sea level rise, and increasingly intense and frequent weather events are some of the higher profile dangers. For cities, urban air pollution and urban heat island effect (UHI) are the most present and acute issues challenging urban populations.

Compared to many international cities, New York City has been making positive progress in addressing air quality and urban heat issues through strategies developed and implemented over the past decade. Still, there are more improvements to be made – and with global temperatures rising, the challenges facing NYC will only increase in scope. This is especially the case in certain NYC neighborhoods, many of which are disproportionately low-income communities.

In the graphics below, you can see the areas of NYC that have the highest vulnerability to air pollution and heat. The most heat vulnerable neighborhoods are in Central Brooklyn, the South Bronx, and Upper Manhattan. There is some overlap with air pollution concentrations, particularly in the South Bronx. Many of these neighborhoods feature pre-war housing stock so solutions that address retrofitting the existing building and streetscape will have a greater chance of scaling and improving conditions throughout the City.



The New York City Community Air Survey, Neighborhood Air Quality 2008 - 2016, Cool Neighborhoods NYC Report - 2017

For this innovation challenge New York City is partnering with the Access Cities program. Access Cities is an international, public-private project, which aims to strengthen sustainable urban development in five project cities: New York City, Singapore, Munich and the Danish cities of Copenhagen and Aarhus. The project connects actors working with sustainable urban development in the pursuit of game-changing solutions to common issues confronting cities. Access Cities is funded by the Danish Industry Foundation and co-financed by the project partners: State of Green (project lead), the Confederation of Danish Industry, Quercus Group, Climate-KIC, the City of Copenhagen and the City of Aarhus.

In addition to the Access Cities partnership, NYC will be collaborating with the City of Copenhagen to issue the challenge in parallel and share knowledge gained through the process.

With this innovation challenge, we hope to look to the future of solutions and source new ways to make NYC cleaner and cooler for the decades to come.

Definitions and Terminology

Air Pollution (noun): The presence in or introduction into the air of a substance which has harmful or poisonous effects. -*Oxford English Dictionary*

"New York City's air is the cleanest it has been in more than 50 years, still, air pollution remains a leading environmental threat, especially to the health of low-income New Yorkers. Particulate matter (PM2.5) is estimated to contribute to more than 2,000 deaths and just under 6,000 emergency room visits and hospitalizations for cardiovascular and respiratory disease each year. All neighborhoods are affected by these health impacts, but they disproportionately occur in high-poverty communities. Air quality in New York City is determined by local policies and regulations, as well as State and federal regulations that govern the fuel efficiency of the vehicles on our roads, the fuel choices of power plants upwind of the city, and the regulation of the transportation system, among other sectors."

- [From the OneNYC 2050 Plan](#) (pg. 25)

It is worth noting that New York City's air quality levels are, on average, better than the [World Health Organization](#) guideline level of 10µg/m³.

Heat Island (noun), (in full "urban heat island"): An area or locality which has a higher temperature than its surroundings; especially an urban area having a sustained higher temperature, owing to heat generation by vehicles and energy consumption, and to the absorption of sunlight by roads and buildings. -*Oxford English Dictionary*

"The term "heat island" describes built up areas that are hotter than nearby rural areas. The annual mean air temperature of a city with 1 million people or more can be 1.8–5.4°F (1–3°C) warmer than its surroundings. In the evening, the difference can be as high as 22°F (12°C). Heat islands can affect communities by increasing summertime peak energy demand, air conditioning costs, air pollution and greenhouse gas emissions, heat-related illness and mortality, and water quality." - [US Environmental Protection Agency](#)

Health Effects in NYC

Air Pollution

Air pollution is an important environmental threat to the health of New York City residents. Older adults, children and people with existing heart and lung disease are especially affected. Fine particulate matter, also known as (PM2.5), are small airborne particles that can be inhaled deep into the lungs. Major sources of PM2.5 include trucks, buses and cars, and the burning of fossil fuel to generate electric power and heat buildings. Exposure to particulate matter has been linked to breathing problems, reduced lung function, heart disease and premature death. Ozone, also called smog, causes irritation and inflammation of the lungs and worsening of asthma.

-NYC Health

Extreme Heat

Periods of extreme heat have a profound effect on human health, including dehydration, heat exhaustion, heat-stroke, and mortality. In New York City, specifically, extreme heat is the number one cause of mortality from extreme weather. Every year, NYC experiences an average of 450 heat-related emergency department visits, 150 heat-related hospital admissions, and 13 heat-stroke deaths. The City also averages about 115 excess deaths from natural causes exacerbated by extreme heat annually. Increasing access to residential air conditioning in high heat risk neighborhoods is the most effective intervention to reduce heat-related morbidity and mortality. Heat and rising temperatures threaten NYC's livability -- a threat that will continue to increase in the absence of strategies to make our city more heat resilient as our climate changes. - [Cool Neighborhoods NYC Report \(2017\)](#)

Known Causes

Air Pollution

- See the NYC Dept. of Environmental Protection explanation of [Air Pollution in NYC](#).
- [Research](#) showed that 45% of fine particulate matter in New York City is created out of the City. This creates the baseline pollution that all City derived pollution is based on. Because of this, strategies that not only stop the sources located within the City, but clean the air of pollution that is coming from outside the City are encouraged.

Urban Heat

- Drivers of the UHI effect in New York City include the height, density, and materials in its buildings, and vehicle traffic and idling behavior. The density of the City is also a part of its character but there are many ways to lower the intensity of UHI. Strategies like increasing reflective and pervious surfaces and vegetation can make an impact as well as limiting traffic, and reducing waste heat coming from cars, buildings, and other pieces of infrastructure. Climate change will further exacerbate the UHI.

Current Efforts in NYC

Air Quality

- Reduction of the City's fleet vehicles and transitioning to electric vehicles
- Encourage residents to switch to electric vehicles, supporting with charging infrastructure
- Encourage cycling through increase in bike lane infrastructure
- Regulating heating oil and encouraging retrofits to clean heat systems
- Regulating cooking systems
- Implementing more urban vegetation
- [NYCCAS](#) air quality monitoring program
- Updating and enforcing the aircode in NYC to address issues like char broiling in restaurants, energy sources used by mobile food vendors and truck idling

See details in the [OneNYC 2050 Plan](#) (pgs. 25 and 26)

The newly passed [Climate Mobilization Act](#) adds stricter regulations on NYC buildings

Urban Heat

- See [Cool Neighborhoods NYC](#) report for mitigation and adaptation strategies including:
- Implementing street tree plantings targeting heat vulnerable neighborhoods.
- Implementing urban vegetation in NYC forests and neighborhood parks.
- Coating 1 million square feet of rooftops per year, targeting heat vulnerable neighborhoods
- Requiring the installation of cool roofs in new construction and substantial roof renovations
- Local Law requiring green roofs or solar photovoltaic systems on new buildings
 - See [Int 276](#) and [Int 1032](#)
- See [OneNYC](#) report for other tree planting, open space, and natural infrastructure strategies in NYC neighborhoods
- See [Green Infrastructure Progress Report](#) and [project map](#) for existing green infrastructure projects in NYC.
- [Testing permeable pavement](#) and concrete in NYC
- Promoting the development and training of buddy systems in heat vulnerable neighborhoods to link social service and community groups and volunteers to check on at-risk neighbors during extreme heat events
- Coordinating cooling centers network
- Climate risk training for home health aides and neighborhood-specific “trusted messengers” to prepare them to identify risks and address early signs of heat illness.

Any submissions that cover areas of work that have been previously implemented or considered by NYC should demonstrate a quantifiable improvement on those efforts or prove to be a novel implementation.

Description of the Call

We are asking applicants to choose from one of two submission tracks:

Track 1 is targeting products, service offerings, and operational practices that can improve air quality and/or reduce the intensity or harmful effects of Urban Heat Island effect.

Track 2 is soliciting design solutions for how NYC can reimagine aspects of city life to improve air quality and/or reduce the intensity or harmful effects of Urban Heat Island effect.

For solutions that will help NYC lower its ambient air pollution, we will specifically target particulate matter and ozone. For solutions that address reduction or adaptation to urban heat, either indoor or outdoor temperatures can be addressed (Note: indoor temperature reduction needs to be novel or significantly evolved when compared to conventionally available cooling systems or make strides in making existing green technology scalable to existing NYC building stock at a reasonable price point. In addition, it must have very low energy consumption (high EER rating), output no/low waste heat, and reduce or eliminate refrigerant derived greenhouse gases. Solutions need to be tailored to NYC's existing building stock and not only to new buildings.

Although any solution that addresses mitigation or adaptation regarding air quality or urban heat will be considered, some example applications to consider are high-efficiency/low-emission cooling, personal cooling, direct air capture of pollutants/GHGs, increasing high-albedo surfaces, passive reduction of indoor temperatures (facades), integrated vegetation, and water-based cooling techniques.

In New York City, we have infrastructure, rules, and regulations that make working here different from working in other cities. For some information and reading material that highlight these NYC specific topics, please see the *Reference Material* section later in this manual.

Evaluation and Criteria

Participants will submit applications depending on which track they are entering. Due to the open nature of the prompt, a wide range of solutions will be accepted but will be evaluated by the following criteria (with each criterion evaluated on a scale from 1 to 5, 5 being the highest level of criteria fulfillment):

Track 1 – Products and Services

Quantifiable: the amount of reduction of pollution or temperature in the intervention area, or the number of residents with access to sustainable and affordable cooling

Scalable: the scalability of the solution in NYC within existing infrastructure and building stock

Implementable: the ability of the solution to be implemented within current regulations

Co-Beneficial: the co-benefits created by the solution that affect other areas of urban sustainability, i.e. stormwater management or energy efficiency

Affordable: the cost to deploy the solution throughout the City (based on target audience)

Sustainable: the considerations for social, circular, and sustainability impacts (i.e. GHG emissions or energy usage) and effects

Accessible: the solution must be accessible to all New Yorkers regardless of health condition

Verifiable: the solution has been proven effective in the real world

Track 2 – Design

Quantifiable: the amount of reduction of pollution or temperature in the intervention area

Co-Beneficial: the co-benefits created by the solution that affect other areas of urban sustainability, i.e. stormwater management or energy efficiency

Sustainable: the considerations for social, circular, and sustainability impacts (i.e. GHG emissions or energy usage) and effects

Accessible: the solution must be accessible to all New Yorkers regardless of health condition

Innovative: the originality, creativity, and innovative thinking in a proposal

Aesthetic: the ability to improve the built environment to create a more pleasant and livable place

Who Can Be Part of the Competition?

All relevant ideas will be taken into consideration. There are no requirements as to how far the idea/proposal has been developed but for Track 1 submissions but verified solutions will receive higher evaluation scores. The competition is open to everyone regardless of their background, experience, and location.

Why Participate?

Challenge participants have the opportunity to present their products, services, or visions of NYC (through their submissions) to an evaluation panel from New York City municipal agencies, academic institutions, and other sustainability thought leaders.

A group of finalists selected from the Open Innovation call will be asked to create an updated, site-specific presentation of their solution to present to the evaluation panel in an in-person meeting. Those in Track 1 (and possibly 2) will be given a site within the City to tailor their application to. The evaluation panel will provide feedback on the pitches and offer recommendations on how the product, service, or vision could best be improved or implemented in NYC. Finalists will be asked to present their solution at a public event during NYC Climate Week where the winners will be announced.

The winning solutions from Track 1 will have the opportunity to discuss implementing a pilot of the solution with the City. Any pilot project will include a validation study that the winning organization can then use as a case study for future development purposes. The decision to engage in a pilot project is at the discretion of the City agencies and running a pilot is not a guaranteed outcome.

The winning presentation from Track 2 will have the opportunity to present their concept at an [Archtober](#) event in NYC, have a one-on-one meeting to discuss their concept with the NYC Department of City Planning's Chief Urban Designer, and exhibit their vision in a public space within a City building. The

challenge results will receive press coverage and the City will do its part to promote the results.

Additionally, participation will provide great opportunities to engage with relevant stakeholders and expand networks and knowledge about the theme at hand.

Incentives Overview

Incentives Offered	Who is eligible?	Participating Partner
Targeted feedback on submitted proposal from NYC Gov experts Invitation to pitch at the finale in New York City (incl. 1 closed-door presentation with NYC agency Q&A, and 1 public-facing pitch-competition during a NYC Climate Week event)	Finalists in Each Track	NYC Agencies and External Evaluators
Potential pilot project and solution validation	Track 1 Winner	NYC Agencies
Present their concept at an Archtober 2019 event in NYC A one-on-one meeting to discuss their concept with the NYC Department of City Planning's Chief Urban Designer Exhibit their vision in a public space within a City building	Track 2 Winner	NYC Agencies
Financial vetting of company from an asset investment perspective Potential non-diluted investment offer	Track 1 Finalists	Perl Street
Interview for Urban X cohort 7	Finalist Selected by Urban X in Each Track	Urban X

Information about how to get more information, webinars about the call etc.

For more technical and site-specific information, please continue to "Reference Material" at the end of this competition manual.

A webinar regarding the call will take place on the 2nd July 2019 at 10 o'clock am EST. For registration for the webinar, click [here](#).

Competition Programme

The competition will be divided into two stages:

1. The first stage is an open submission process in which all submissions will be reviewed and evaluated, and finalists will be selected to join for the final presentations.
2. The selected finalist will receive feedback on their initial applications and will be asked to create a more site-specific proposal of their solution that leads more directly to a pilot opportunity.
3. Finalists will pitch (in a closed-door meeting) to the evaluation panel made up of representatives from the organising partners on the 19th of September 2019.
4. The final public-facing pitch will occur during Climate Week NYC on 24th September 2019 and the winners will be announced.

Overview of important competition dates:

Open for Submission	June 5, 2019
Informational Webinar	July 2, 2019
Deadline for Submission	July 15, 2019
Finalists Announced	August 26, 2019
Finalists Submit Proposals	September 9, 2019
Final Presentations and Q&A (closed door)	September 19, 2019
Final Pitch (public event) and Winners Announced	September 24, 2019

Application Procedure

Climate-KIC will provide platform and submission form to be used for submissions.

All solutions must be presented via this [submission form](#) by July 15th, 5pm EST, 2019. Submissions that are not sent via this route will not be considered.

Finalist's Presentations

Selected finalists (up to five for each track) will have the opportunity to present their concepts to a panel of NYC agency representatives as well as subject matter experts from the academic and non-profit sectors. Each finalist will have 10 minutes to present and 20 minutes to field questions from the evaluation panel in a closed-door meeting.

Public presentations will occur in the following week during a Climate Week NYC event. These presentations will allow for 5 minutes per group and the winners will be announced at the end of the event.

Challenge Partners and Roles

The challenge submissions will be evaluated by a broad range of topic experts and will be represented by two distinct groups: NYC Agency Evaluators

and External Evaluators. While both groups will have the opportunity to review and score submissions, **only the Agency Evaluators will be determining who the finalists are and ultimately what the winning submission is.** The External Evaluators will be providing their scoring and feedback to the Agency Evaluators from their unique perspectives from outside of the City government. Agency Evaluators will take External Evaluators opinions into consideration when making their final determinations.

New York City Agency Evaluators

- NYC Department of Citywide Administrative Services
 - focusing in energy use and management in the City-owned portfolio
- NYC Department of Environmental Protection
 - focusing on air quality regulation enforcement
- NYC Department of Health and Mental Hygiene
 - focusing on air quality, urban heat health impacts, and equity
- NYC Economic Development Corporation
 - focusing on economic development and providing access to test sites
- NYC Mayor’s Office of the Chief Technology Officer
 - focusing on challenge organization and technological feasibility
- NYC Mayor’s Office of Resiliency
 - focusing on alignment to citywide resiliency strategy and climate adaptation policy
- NYC Mayor’s Office of Sustainability
 - focusing on alignment to citywide sustainability strategy

External Evaluators

- Environmental Defense Fund
 - providing perspective from their role as a non-profit environmental advocacy group
- The New School Urban Systems Lab
 - providing perspective from their role as an academic institution involved in urban resilience
- The Point
 - providing perspective from their role as a non-profit, community-based environmental justice group
- Perl Street
 - providing perspective from their role as an investor
- Urban X
 - providing perspective from their role as an accelerator program

Access Cities Challenge Managers

- Danish Cleantech Hub
 - NYC representative of the Access Cities program and challenge co-organizer
- Climate-KIC
 - providing expertise in challenge-based innovation programs and challenge co-organizer

Ownership and Responsibility

The Intellectual Property Rights (IPR) of the idea and related materials are owned by the contestant. However, we urge the contestants to bear in mind that this is an open innovation call that is looking for co-creation and joint development. The contestants will decide what kind of sensitive business information they would like, or need, to share in the competition. Individually confidentiality agreements to protect sensitive business information will be accepted to protect the business idea. It is the contestants' responsibility to point out the sensitive information and deliver the confidentiality agreement. All submissions will be published on Access Cities' website, as written documentation associated with the competition, on websites of the organizing partners and network or under other circumstances in which the organizing partners and network may want to inform others about the competition and its results. When contestants submit for the competition, they accept that their proposal can be published.

Reference Material

NYC Specific Infrastructure and Regulations

Construction and Energy Use

- Measurements and [requirements](#) for NYC window AC units
- [Energy Conservation Code](#) (2016)
- [Climate Mobilization Act](#) adds stricter regulations on NYC buildings
- Dept. of Buildings [Construction Codes](#) (2014)
 - Ch. 06 [Water Supply and Distribution](#)
 - Ch. 10 [Boilers, Water Heaters, and Pressure Vessels](#)
 - Ch. 14 [Exterior Walls](#)
 - Ch. 15 [Roof Assemblies and Rooftop Structures](#)
 - Ch. 32 [Encroachments Into the Public Right-of-Way](#)
- [Local Law 21 of 2011 - Cool Roof Coating Standards](#)
- [NYC Environmentally Preferable Purchasing \(EPP\)](#)

NY Environmental Regulations

- [Local Law 38 of 2015](#) - New York City Air Pollution Control Code
- [NY State HFC Refrigerant Phase Out Proposal](#)

Street Design and Infrastructure

- [Public Right-of-Way Requirements](#)
- Dept. of Transportation [Street Design Manual](#)
- Dept. of Transportation [Street Works Manual](#)
- Dept. of Environmental Protection [Green Infrastructure Standards and Specifications](#)

Topical Reference Information

- [OneNYC 2050](#) is the City's roadmap for the future
- [Cool Neighborhoods NYC](#) (2017)
- Design Trust for Public Space [High Performance Infrastructure Guidelines](#)
- [EPA website on Heat Islands](#) - Mitigation and Adaptation
- [Heat Vulnerability Index FAQ](#)
- NYC Dept. of Health - [Extreme Heat and Your Health](#)
- [World Health Organization Air Quality Information](#)
- NY Urban Land Institute Report - [A Vision for a Greener, Healthier, Cooler Gowanus: Strategies to Mitigate Urban Heat Island Effect](#)

FAQs

Q: Is it possible to upload other documents to the application?

A: Yes, it is possible to upload illustrative materials such as illustrations, diagrams, pictures etc. We will not take additional text material into consideration.

Q: Where do I find more details about the consultancy and for Open Innovation Day?

A: We will make sure that you receive all the information that you need for each step you enter. You are always welcome to contact Climate-KIC, Jakob Stolt (jakob.stolt@climatekic.org) if you have any questions.

Q: Do I need to go to New York to participate in the competition?

A: All our events, interviews and consultancy will be offered online in English. You will only need to go to New York for the Final Presentations, if selected for this. If travel is not possible, we can arrange for a video conference.

More Q&A's will follow the webinar on 2 July 2019 and displayed in this competition manual.

Open Innovation Call Rules – Competition Terms and Conditions

Open Innovation Call Rules - Competition Terms and Conditions (“Official Rules”)

Organizers / Sponsors

This Open Innovation Call (“OIC” or “Challenge”) is organized by the Access Cities (AC) program with NYC Mayor’s Office of the Chief Technology Officer (MOCTO) acting as primary local partner. Access Cities is an international, public-private project, which aims to strengthen sustainable urban development in five project cities: New York City, Singapore, Munich and the Danish cities of Copenhagen and Aarhus. The project connects actors working with sustainable urban development in the pursuit of game-changing solutions to common issues confronting cities. Access Cities is funded by the Danish Industry Foundation and co-financed by the project partners: State of Green (project lead), the Confederation of Danish Industry, Quercus Group, Climate-KIC, the City of Copenhagen and the City of Aarhus (“Partners”). Neither AC nor the Partners are an employee, subsidiary, affiliate, division, department, agency, office, or unit of MOCTO or the City of New York (“the City”).

Teams are responsible for all of their own costs, including but not limited to, developing and testing submissions and all ancillary costs such as travel. If no team qualifies for baseline performance expectancy, then the evaluation panel may reassess performance standards.

Participating teams will be afforded the opportunity to, with other teams, share resources and assets, merge, or reorganize at any point during the Open Innovation Call to produce the best outcome. Teams that do merge must agree on terms that integrate all parties involved under one entity so that there are no disputes during contract negotiations in the event that the conjoined team wins the OIC.

AC/MOCTO may, at any point during the Challenge, change any details about the Challenge as unforeseen circumstances arise.

Eligibility

To be eligible to compete in the OIC, a team must be an Eligible Entity. An Eligible Entity is a person or company, 18 years or older, who is not disqualified by restrictions defined in the following sentence. Employees of the City, and the judges or any of their respective affiliates, subsidiaries, advertising agencies, or any other company or individual involved with the design, production, execution or distribution of the Challenge and their immediate family (spouse, parents and step-parents, sibling and step-siblings, and children and step-children) and household members (people who share the same residence at least three (3) months out of the year) of each such employee are not eligible to participate and receive award of a stipend or agreement with the City or any award. Participation constitutes participant’s full and unconditional agreement to these Official Rules and Sponsors’ decisions, which are final and binding in all matters related to the Challenge. Award of a stipend is contingent upon fulfilling all requirements set forth herein.

Each team must designate a Team Leader. The Team Leader will be the sole point of contact between the team and the Challenge administrators.

AC/MOCTO reserves the right to limit, or restrict upon notice, participation in the OIC to any person or entity at any time for any reason. Teams may withdraw as set forth in the guidelines provided in the Challenge Rules.

Confidentiality

Challenge participants may be exposed to information about the City’s business that is considered sensitive to its operations. Teams are required to sign a Non-Disclosure

Agreement and to protect and keep confidential any information it may come into contact with during the challenge process as laid out in the Challenge Rules.

Privacy and Data Collection

The Open Innovation Call ("OIC") organizers (Access Cities, Climate-KIC, Danish Cleantech Hub) collect participants' personal and contact information for the purposes of the New York City Air Quality and Urban Heat Island Effect OIC. This information may be shared with New York City agency participants and external evaluators to assess and score submissions. Participants' information will also be stored and used for marketing and promotional purposes.

Participants have the right to request that OIC organizers amend any data that is incorrect or in need of updates. Participants also have the right to request that OIC organizers delete any personal information pertaining to the participating teams and team members. Applicants can exercise these rights by contacting Jakob Stolt, of Climate-KIC, an Access Cities partner, at Jakob.Stolt@climate-kic.org, with a specific request to change or delete personal information.

Exhibition Breakdown

Participants are responsible for setting up and breaking down and removing any materials used to exhibit solutions concepts after presentation is complete.

Challenge Rules

The Challenge will begin at 10:00:00 AM Eastern Standard Time ("EST") June 5, 2019 and end at 11:59:59 PM EST on September 24, 2019 ("OIC Period"). The OIC is organized between the Access Cities program and the City of New York. Participation is subject to all federal, and New York state and local laws and regulations. Void where prohibited or restricted by law. You are responsible for checking applicable laws in your jurisdiction before participating in the Challenge to make sure that your participation is legal and to ensure that you comply with all relevant laws. You are responsible for obtaining all passports, visas, and other government-required documents and permissions needed to participate in the OIC.

All submissions must be electronic, and to enter, you must visit the application page and complete all forms by 05:00:00 PM on July 15, 2019. By making a submission you acknowledge and agree to hold the City and the Partners harmless from any and all claims, loss or damage to your personal property, liabilities and costs, including attorney's fees, as a result of your participation in this OIC, including travel to and from the Activity (including air travel) or any events incidental to this OIC.

The timeline is as follows:

The competition will be divided into two stages:

The first stage is an open submission process in which all submissions will be reviewed and evaluated, and finalists will be selected to join for the final presentations.

The selected finalist will receive feedback on their initial applications and will be asked to create a more site specific proposal of their solution that addresses a potential pilot opportunity.

Finalists will pitch (in a closed-door meeting) to the evaluation panel made up of representatives from the organizing partners on (or near) the of September 19, 2019.

The final public-facing pitch will occur during Climate Week NYC on September 24, 2019 and the winners will be announced at this public event.

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ALL POTENTIAL AWARDEES ARE SUBJECT TO VERIFICATION BY EVALUATORS WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE CHALLENGE.

In August 2019, organizers will announce the finalists on the Access Cities website. The finalist submissions may also be featured on official social media channels operated by the City of New York and the Access Cities program.

Finalist participation does not include assistance with or travel costs or other expenses associated with the OIC, if required. No cash in lieu of award. No substitution of award is permitted except by organizers. Award is not assignable or transferable. Limit one award per person/team. If Awardee(s) cannot participate for any reason, Awardee(s) will forfeit the award and Sponsors may, at their option and in their sole discretion, select an alternate awardee or the award may not be awarded. All of the award elements are subject to change and shall be determined by organizers in their sole discretion.

Finalists are responsible for obtaining all necessary travel documents prior to travel. Certain restrictions, as determined by organizers, may apply. All specifics of the Challenge will be at Sponsors' discretion. If Awardee (s) cannot comply with these restrictions or any other portion of these Official Rules, the award will be forfeited in its entirety and an alternate Awardee (s) will be chosen. If finalists cannot meet deadlines specified by organizers, any award will be forfeited in its entirety and the award may be awarded to an alternate finalist selected by the panel of judges from among finalist entries. All costs and expenses associated with award acceptance and use not listed herein as part of the award including, without limitation, ground transportation (other than that specified above as included in prize), luggage fees, souvenirs, miscellaneous hotel expenses, and gratuities are the sole responsibility of finalists.

All federal, state and local income taxes on award(s) and gratuities are solely the responsibility of the Awardee. Payments to potential Awardee(s) are subject to the express requirement that they submit to the Sponsors all documentation requested by the Sponsors in compliance with all applicable state, federal and local tax reporting and withholding guidelines. All Awards will be net of taxes Sponsors are required by law to withhold. The Awardee is responsible for ensuring that he/she complies with all the applicable tax laws and filing requirements. If the Awardee fails to provide such documentation or comply with such laws, the prize may be forfeited and the organizers may, in their sole discretion, select an alternative potential Awardee.

Organizers do not claim any ownership rights in the intellectual property of the subject of each participant's Submission. By participating, you agree to be bound by these Official Rules and grant organizers a non-exclusive, fully paid-up, perpetual and royalty-free, worldwide license to use, modify, delete from, add to, publicly perform, publicly display, reproduce and translate your Submission, including without limitation the right to use all or part of your Submission in any format in perpetuity.

By participating, you consent to the use, by Sponsors, their affiliates, subsidiaries, parents, and licensees, of your name, likeness, and image, in connection with the OIC and organizers' related marketing activities, in any media or format now known

or hereafter invented, in any and all locations, without any payment to or further approval from you. You agree that this consent is perpetual and cannot be revoked. You agree that nothing in these Rules grants you a right or license to use materials owned by organizers or any materials or data supplied by Sponsors during the course of the OIC.

Warranties

By participating in the OIC, you represent and warrant that your Submission: Is your own original work;
does not violate or infringe upon the copyrights, trademarks, patent or other rights of any person or entity;
does not and will not violate any applicable law, statute, ordinance, rule or regulation; and does not trigger any reporting or royalty obligation to any third party. You further represent and warrant that the rights that you are granting under these Official Rules do not conflict in any way with any other agreement to which you are a party, or with any commitments, restrictions, or obligations that you are under to any other person or entity.

Participation Conditions and Release

By entering, each participant agrees to: (a) comply with and be bound by these Official Rules and the decisions of the Sponsors and/or the Challenge judges which are binding and final in all matters relating to this Challenge; (b) release and hold harmless the Sponsors, and their respect parent, subsidiary, and affiliated companies, the award suppliers and any other organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the OIC, and all of their respective past and present officers, directors, employees, agents and representatives (collectively, the "Released Parties") from and against any and all claims, expenses, and liability, including but not limited to negligence and damages of any kind to persons and property, including but not limited to invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a participant's Submission, creation of an entry or submission of an entry, participation in the OIC, acceptance or use or misuse of an award (including any travel or activity related thereto) and/or the broadcast, transmission, performance, exploitation or use of a Submission; and (c) indemnify, defend and hold harmless the Sponsors from and against any and all claims, expenses, and liabilities (including reasonable attorneys fees) arising out of or relating to a participant's participation in the OIC and/or participant's acceptance, use or misuse of an award.

Publicity

Except where prohibited, participation in the OIC constitutes participant's consent to organizers' and their agents' use of his or her name, likeness, photograph, voice, opinions and/or hometown and state for promotional purpose in any media, worldwide, without further payment or consideration.
Participants are prohibited from using The City name or any of its trademarks, without the express written approval by the City.

General Conditions

Organizers reserve the right to cancel, suspend and/or modify the OIC, or any part of it, if any fraud, technical failures or any other factor beyond organizers' reasonable control impairs the integrity or proper functioning of the OIC, as determined by organizers in their sole discretion. Organizers reserve the right in their sole discretion to disqualify any individual or participant it finds to be tampering with the entry process or the operation of the OIC or to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the OIC may be a violation of criminal and civil law, and, should such an attempt be made, Sponsors reserve the right to seek damages from any such person to the fullest extent permitted by law. Sponsors' failure to enforce any term of these Official Rules shall not

constitute a waiver of that provision. Sponsors are not responsible for, nor are they required to count, incomplete, late, misdirected, damaged, unlawful or illicit Submissions, including those secured through automated means or by registering more than one e-mail account and name, using another participant's e-mail account and name, as well as those lost for technical reasons or otherwise.

All Challenge related submissions and materials become the property of the local Access Cities partner, the Danish Cleantech Hub, dba DIBD NYC Inc.

Limitations of Liability

The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by participants, printing errors or by any of the equipment or programming associated with or utilized in the Challenge, (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Challenge; (4) technical or human error which may occur in the administration of the Challenge or receipt or use of any award. If for any reason a participant's Submission or is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, participant's sole remedy is to provide another Submission within the applicable deadline. No more than the stated number of awards will be awarded.

Disputes

Participant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Challenge, or any award, other than those concerning the administration of the Challenge or the determination of awardees, shall be resolved individually, without resort to any form of class action; (2) any and all disputes, claims and causes of action arising out of or connected with this Challenge, or any awards, shall be resolved exclusively by the United States District Court or the appropriate New York State Court; (3) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Challenge, but in no event attorneys' fees; and (4) under no circumstances will participant be permitted to obtain awards for, and entrant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. Some jurisdictions do not allow the limitations or exclusion of liability for incidental or consequential damages, so the above may not apply to you. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsors in connection with the Challenge, shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law of conflict of law rules (whether of the State of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New York.

Privacy

Sponsors collect personal information from you when you enter the Challenge. The information collected by the City is subject to the City's [privacy policy](#).

OIC Results

Challenge results will be announced in September 2019.

Freedom of Information Law

The City is subject to the New York State Freedom of Information Law ("FOIL"), which governs the process for the public disclosure of certain records maintained by The City. (See Public Officers Law, Sections 87 and 89.) Proposal submission material will generally be made available to interested parties upon written request, except when specifically exempted from disclosure under the requirements of FOIL. Individuals or firms that submit proposals to The City may request that The City except all or part of such a proposal from public disclosure, on the grounds that the proposal falls within

the exceptions to FOIL disclosure, which include that it contains trade secrets, proprietary information, or that the information, if disclosed, would cause substantial injury to the competitive position of the individual or firm submitting the information. Such exception may extend to information contained in the request itself, if public disclosure would defeat the purpose for which the exception is sought. The request for such an exception must be in writing and state, in detail, the specific reasons for the requested exception. It must also specify the proposal or portions thereof for which the exception is requested. If The City determines that the requested exemption from public disclosure qualifies for an exemption from disclosure under FOIL, The City will grant the requested exception to the extent permitted under FOIL.