

## Superheroes of Development

**Submission deadline: June 29, 2020 5:00pm EST.**

### TERMS AND CONDITIONS

By participating in this contest, the individuals representing his/her IDB executing agency (the "Representative") fully and integrally accept these terms and conditions, including all future modifications, if any. The most up-to-date version of these terms and conditions will be posted at <https://convocatorias.iadb.org/en/superheroes>. In addition, the IDB will notify Representatives by email of modifications.

#### 1. Submission Requirements

1.1 The contest is open to executing agency teams ("Teams")/clients of projects (co-)financed by the IDB including Sovereign Guaranteed Loans and projects financed by the IDB Invest and IDB Lab. The project must either currently be in the execution phase (projects that have had at least one disbursement). Teams may select up to two individuals 18 years of age or older who are citizens of an IDB-member country in the Americas to act as a Representative.

1.2 Individuals who have a close family member working for the Inter-American Development Bank, IDB Invest, or IDB Lab, or working in the office of an executive director of one of those organizations, are ineligible to participate in the contest. This restriction applies when the relative is: (1) a spouse or domestic partner, (2) a relative of up to the fourth degree of relationship by blood (consanguinity), or (3) a relative of up to the second degree of relationship by marriage (affinity). More specifically, this means that exclusion from the contest would apply if the relative is a spouse, domestic partner, parent, child, grandchild, brother or sister, grandparent, great-grandchild, niece or nephew, aunt or uncle, great-grandparent, grand-nephew or -niece, first cousin, great-aunt or -uncle, great-great-grandparent, parent-in-law, or daughter- or son-in-law. Step relationships (step-brother, step-father, etc.) and relationships through adoption are considered to be the same as blood relationships.

#### 2. Requirements of Story Submitted:

- The story submitted must be original and include the following elements:

- Execution Challenge: Challenge that COVID-19 has represented regarding the execution of the project.
  - Solutions and achievements: Actions implemented to face the challenge and its effects so far (for example, new activities, alternative processes, reformulation or restructuring of components, among others).
  - Lessons Learned: Recommendations on the adjustment process and search for solutions, and how to face similar challenges in the future.
- The story submitted may not be overtly violent, political, or not aligned with IDB values.
  - The IDB will only accept stories submitted in the application form.
  - There is no limitation on the number of stories that a Team may submit.
3. **General required information and consents.** To participate, the Teams must provide complete and accurate information requested in the application form. In addition, by submitting a story in the contest, the Teams agree to the terms and conditions, in their entirety. This includes granting the IDB the right to reproduce the story submitted, as detailed below in the Intellectual Property Rights section, and to manipulate it as needed to include it on the IDB Website, IDB blogs, in Knowledge Week materials as well as in future training courses.
4. **Credit.** All selected stories will be credited to the Team, using information obtained through the submission form only.
5. **Submission deadline.** Stories must be submitted through this submission webpage by June 29, 2020 at 5:00 pm EST time by completing the application form and reviewing and accepting these terms and conditions. Teams may make changes and update the submission until the closing date and time of the submission phase.
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## Selection and Notification

6. **Selection for review by a Judging Panel.** Before passing a story along to a Judging Panel, the IDB will remove stories that:
- does not comply with contest terms and conditions;

- promotes any type of political or religious proselytism;
- illustrates vulgar conduct or expressions, or whose content is considered indecent or obscene;
- uses content that violates or infringes upon third-party rights;
- includes content that could be considered defamatory, slanderous, or offensive; or
- includes content that promotes intolerance, racism, hate, or damage to any group or individual, or that discriminates on the basis of race, sex, religion, nationality, handicap, sexual orientation, or age.

7. **Judging Panel.** The IDB will establish a panel of IDB personnel and external development experts to evaluate the stories submitted.
8. **Ineligible stories.** Stories received after the deadline, story considered ineligible by the IDB or Judging Panel, and story that does not otherwise comply with all requirements expressly included in these terms and conditions will not be considered by the Judging Panel.
9. **Notice of selection.** Teams will be notified by email at the address provided on their application forms no later than August 14, 2020.
10. **All Teams who are selected as winners will receive:**
  - The winners will have the opportunity to participate in a virtual conversation, open to the public, with the President of the IDB, where they will share their stories.
  - They will also receive free access to a maximum of two courses per person with IDB certification and edX (online educational platform of Harvard and MIT) to support them in their professional development.

Teams acknowledge that, if selected, they cannot expect to receive any further compensation than that listed above.

11. **Deadline to confirm participation.** If the email contact information provided by the selected Team is incorrect or the IDB does not receive a response from that Team within Ten days and results in the IDB being unable to confirm the Team's participation, that Team forfeits its selection status, the submission may be disqualified, and the Team will not be eligible to lodge any type of complaint.

- 12. Deadline for returning completed letter of invitation.** Together with notices of selection, the IDB will include letter of invitation, to be promptly completed by the selected Team Representatives and returned to the IDB within five calendar days. It is the responsibility of the Representative to provide complete and accurate information before the deadline. Should a Representative fail to comply with the deadline, he/she will not be able to represent his/her Team and may disqualify the Team's participation if he/she is the sole representative.
- 13. Threshold requirements of selected Teams.** Selected Teams must be able to demonstrate, if requested by the IDB, that their Representatives are citizens of the country stated in their submission forms and that the Representatives are 18 years of age or older. If unable to do so, the Team forfeits their selection status and the submission will be disqualified. The Team will not be eligible to lodge any type of complaint.
- 14. Discontinuation of contest.** The contest may be abandoned if the Judging Panel deem not enough of the stories submitted to be of sufficiently high quality.
- 15. Teams not selected.** The IDB will not use the stories submitted by Teams that are not selected as finalists for any purpose, in this way terminating the relationship between the Team and the contest.
- 16. No appeal.** The decisions of the Judging Panel are not subject to appeal.
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## Intellectual Property Rights

- 17. License.** The story submitted will remain the intellectual property of the artist. However, by submitting the story, the artist grants the IDB, without further authorizations or grants needed, a nonexclusive, worldwide, perpetual, irrevocable, royalty-free license for non-commercial purposes to copy, reproduce, distribute, disseminate, publicly publish and display the submitted story in any format or media now known or hereafter developed (including print formats) in any publication, website, blog, catalog, event, advertising, exhibit, or archive, as well as in any IDB academic, educational, or standard promotional materials. All materials will be published under a Creative Commons License, with explicit attribution of authorship.

- 18. Not for profit.** The Bank will not profit from the story in any way and all uses will be educational or promotional in nature. Any derivative works created by or on behalf of the IDB that incorporates the Team's story shall be the sole and exclusive property of the IDB.

## **Additional Consents**

- 19. To disclose information.** By entering the contest, selected Teams expressly authorize the IDB to reproduce and distribute in all types of media their names and nationalities, as they appear in their application forms, in conjunction with the contest and contest-related events, including promotional materials.
- 20. To photograph and record the artists and stories.** All contest Representatives authorize the IDB to take photos and sound and/or video recordings of their participation in events related to the contest and to distribute this material live or pre-recorded, in whole or in part, in all types of distribution media known or unknown to date.

## **Team and Representative Guarantees**

- 21. Provide complete and correct information.** Any Team who submits information that the IDB deems to be incomplete, misleading, erroneous, falsified, or in violation of these terms and conditions may, at the IDB's discretion, be disqualified from participating in every part of this contest. Any false statement by an individual Representative or Team may, at the IDB's discretion, lead to his or her Team's exclusion from the contest. In such case, the IDB reserves the right to take measures as necessary.
- 22. Submit an original story; indemnification.** Each Team declares and guarantees, when they submit their story, that each story submitted is original, of their own authorship and that they are the sole and exclusive owner of the story, its copyright and any other right in relation to the story's use and reproduction. To the maximum degree permitted by law, Teams agree to defend, indemnify and hold the IDB harmless from any and all claims, actions, lawsuits, or proceedings, as well as from any and all losses, responsibilities, damages, costs, and expenses (including legal fees) that may arise from or originate from: (i) any idea or material provided by the Team that infringes on

any copyright, brand, trade secret, commercial image, patent or other intellectual property right of any individual or that defames any individual or violates his or her rights to publicity, privacy or other; (ii) any false statement made by the Team in relation to this contest; and (iii) any Team's non-compliance with these terms and conditions.

## **Other Provisions**

**23. Liability.** By entering the contest, all Teams agree not to hold the IDB or the Judging Panel responsible for any complaint, expense, or loss relating to their participation, including but not limited to any damage that may arise from their participation in the contest or a contest-related activity or from the use and maintenance of their stories produced for the contest.

**24. Governing law and arbitration.** This contest is governed by the laws of the District of Columbia without reference to provisions relating to conflicts of law. As a condition of participating in this contest, Representative agrees that any and all disputes or causes of action that may arise out of or in connection with this contest which cannot be resolved amicably between the parties shall be submitted to final and binding arbitration for determination by a single arbitrator. The arbitration shall be administered by the American Arbitration Association in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The place of arbitration shall be Washington, D.C. The language to be used in the arbitral proceedings shall be English. The arbitrator shall have legal counsel if so desired or if one of the parties so requests. The expenses of any arbitration proceeding shall be borne equally by the parties.

**25. Privileges and immunities.** Nothing in these terms and conditions shall operate to waive, restrict, limit or defeat any rights, privileges or immunities of the IDB or IDB personnel under any treaty, domestic law or international law.

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