



## **International Smart Grid Action Network**

# **AWARD OF EXCELLENCE**

## 2024

## Awards Competition Official Rules

("Official Rules")

## in partnership with



### International Smart Grid Action Network

Organized as the Implementing Agreement for a Co-operative Programme on Smart Grids (ISGAN)

## **Award Competition Official Rules**

### Award of Excellence

### 2024

#### **Award Overview**

The International Smart Grid Action Network (ISGAN) launched the Award of Excellence competition ("Competition") to recognize excellence in smart grid projects, policies and programs around the world. ISGAN brings together 27 countries from across five continents and the European Commission to advance the development and deployment of smarter, cleaner, and more flexible electricity grids around the world. The ISGAN Award of Excellence seeks to leverage leadership and innovation in smart grids to accelerate the global exchange of best practices and promote the replication or adaptation of proven concepts in other markets, countries, and regions. By showcasing exemplars in the global smart grid community, the ISGAN Award will promote a shared global understanding of the value that smarter electricity systems can bring, address gaps in related knowledge and tools, and create opportunities for more peer-to-peer learning and engagement. It will also draw attention to the value offered by smart grid systems.

Each round of the ISGAN Award of Excellence competition is focused on a theme that is focused on emerging technologies for energy transition and grid modernization. The theme for this Award of Excellence competition in 2024 is "**Excellence in Flexibility for Grid Resilience**". Winning projects will be recognized during a ceremony at the annual Clean Energy Ministerial (CEM) and also in ISGAN programs and proceedings. Winners will be granted a limited individual license to advertise and promote the award granted to the project and a limited right to use and refer to the ISGAN Award of Excellence mark (i.e., the logo) and the phrase "ISGAN Award of Excellence Winner", subject to the Official Rules for this Competition and any guidelines published by the Awards Administrator (the "Administrator").

#### About ISGAN

The International Smart Grid Action Network (ISGAN) was launched at the 2010 Clean Energy Ministerial in Washington D.C., USA, and formally organized under the Implementing Agreement for a Co-operative Programme on Smart Grids (ISGAN) in 2011 under a framework of the International Energy Agency (IEA). ISGAN's mission is to accelerate progress on key aspects of smart grid policy, technology, and related standards. ISGAN pursues its mission through voluntary participation by governments and affiliated institutions in specific projects and programs. ISGAN's activities support the development of a better global understanding of the value that smarter electricity systems can bring, address gaps in related knowledge and tools, and create opportunities for more peer-to-peer learning and engagement. As part of its mission, ISGAN has established the annual Award of Excellence to recognize excellence in smart grid projects, policies, and programs. More information on ISGAN can be found at <u>www.iea-isgan.org</u>.

#### About Global Smart Energy Federation (GSEF)

ISGAN is implementing the Award of Excellence competition in partnership with the Global Smart Energy Federation (GSEF). GSEF is a global stakeholder organization committed to creating smarter, cleaner electrical systems around the world and is comprised of national smart grid associations, forward-looking utilities, and think tanks from around the globe working in the energy transition and clean transportation domains. GSEF brings together the intellectual capital of smart energy stakeholders from around the world to help member organizations initiate changes to their countries' energy systems to enhance security, increase flexibility, reduce emissions, maintain affordability, reliability, and accessibility to clean energy, and promote clean transportation. GSEF is registered as a 501(c)(3) non-profit Corporation in Washington, D.C., United States of America. More information on GSEF can be found at <a href="http://globalsmartenergy.org/">http://globalsmartenergy.org/</a>.

#### **Description of Award Theme**

As the global energy landscape undergoes a transformative shift towards renewable sources and increased electrification, the concept of "Flexibility for Grid Resilience" emerges as a critical paradigm in ensuring the stability and adaptability of power systems. Traditional power grids, designed for centralized and predictable energy generation, are facing unprecedented challenges posed by the integration of intermittent renewable sources like solar and wind.

The need for flexibility in power systems arises from the inherent intermittency of renewable energy generation and the evolving patterns of energy consumption. Addressing these challenges, grid resilience has become a paramount objective for utilities and policymakers. Grid resilience is defined by its capacity to absorb and recover from intermittency, as well as its ability to withstand, recover from, and adapt to the impact of severe events.

Flexibility in the context of grid resilience encompasses a spectrum of solutions and strategies. This includes advanced energy storage technologies such as batteries, demand response programs that engage consumers in actively managing their electricity usage, and the incorporation of smart grid technologies for real-time monitoring and control. Moreover, the integration of electric vehicles, distributed energy resources, and decentralized power generation play pivotal roles in enhancing grid flexibility.

The pursuit of grid resilience through flexibility not only addresses the operational challenges of balancing supply and demand but also contributes to a more sustainable and responsive energy ecosystem. This background note sets the stage for a comprehensive exploration of the diverse components, challenges, and benefits associated with embedding flexibility into power grids to bolster their resilience in the face of an evolving energy landscape.

Thus, ISGAN and GSEF have chosen "**Excellence in Flexibility for Grid Resilience**" as the theme of the 2024 ISGAN Award of Excellence.

#### Who Should Apply?

The focus of this Competition is to recognize one or more projects that exhibit excellence in the application of Flexibility for Grid Resilience in the electricity sector and demonstrated results in any of the areas of the categories described below:

#### 1. Enhancements in Grid Infrastructure and Technology:

This category spotlights technological advancements and infrastructure improvements that are crucial for increasing grid resilience in and through flexibility of distributed structures. Eligible projects include:

- Temporary Islanding and Distributed Black Start Technologies using Energy Storage Systems
- Advanced Grid Control Systems for Real-Time Monitoring and Control of Generation and Loads
- Implementation and Operation of Grid-Forming Inverters
- Microgrids

#### 2. Consumer Involvement and Distributed Energy Integration:

This category highlights projects that engage consumers and integrate distributed energy resources into the grid, thus enhancing flexibility for grid resilience. Relevant projects in this category include:

- Demand Response Programs
- Flexible Loads
- Virtual Power Plants (VPP)
- Electric Vehicles (EVs) Integration

• Local Energy Markets/Local Clean Energy Communities

The project should be in operation for a minimum period of 12 months as of February 1, 2024. ISGAN encourages applications from electric utilities, power system operators, renewable energy generators, technology providers, universities, research labs, and other stakeholders in the electricity domain.

Any entity or team of entities may apply, but only one entry per project will be allowed. To that end, for projects implemented by a team of entities (e.g., a consortium of companies or a partnership among government, industry, and utility), a single entity should be designated as the "Submitting Entity" and the remainder of the team listed as "Partner Entities" (collectively, "the Applicant"). Similarly, it is anticipated that the team responsible for the project, the Applicant, will be represented for purposes of communication by a single "Point of Contact" ("POC") who is part of the Submitting Entity.

The applications must be supported by evidence to allow an expert jury panel to make a reasoned judgment about the strength of the project measured against the Evaluation Criteria described below. Only projects that were active during or after 2019 will be considered to ensure that the project results are current and relevant. Wherever possible, please quantify the project benefits.

#### **Competition Period**

Nominations packages ("Submissions") for the ISGAN Award of Excellence, must be submitted by **23:59 UTC**,<sup>1</sup> **24**<sup>th</sup> **May**, **2024**. Only those Submissions that are consistent with the Official Rules will be accepted for consideration.

#### How to Apply

The Submitting Entity shall carefully read all related documents, including the Official Rules and Application Form, and assemble an Official Project Submission Form (including any relevant attachments) that provides the information described in the "Content of Submission" below. This document shall be submitted in both Word and PDF format to the Administrator via electronic mail at <u>isgan-awards@smartgrid.or.kr</u> no later than the submission deadline.

The Administrator will email the POC at the Submitting Entity confirming receipt of the Submission. Optionally, the Submitting Entity may include a Submission: Supplemental Information form or similar materials, such as a PowerPoint presentation, as part of the Submission.

<sup>&</sup>lt;sup>1</sup> UTC is Coordinated Universal Time, the standard by which much of the world coordinates clocks and time. It is a more precise measure than the more commonly known Greenwich Mean Time (GMT).

Questions regarding any aspect of the Official Rules may be submitted to the Award Administrator via e-mail at <u>isgan-awards@smartgrid.or.kr</u>. Please include the term "Question" in the e-mail subject line.

#### Selection of Award Winner(s)

The Administrator will review each Submission to ensure they meet the minimum requirements as described under "Content of Submission" below. The Administrator (and/or its agents) may, at its discretion, contact the Submitting Entity (via the POC) to schedule a teleconference call or similar interaction to validate information and claims included in the Submission. Submissions that do not meet the minimum requirements will be rejected. Applicants are permitted to address the problems with rejected Submissions and submit them again for re-consideration at any time up to the final deadline listed above.

The Administrator will convene a qualified expert judging panel (the "Jury") assembled by ISGAN in cooperation with the Global Smart Energy Federation. The Jury will receive the qualified Submissions from the Administrator, including any additional information obtained by the Administrator (and/or its agents) via online meetings or other communications with the Submitting Entity. The Jury will individually and collectively review the Submissions, judging them using the Evaluation Criteria described below, in order to select a winning Submission(s) ("Winning Project(s)"). A Submission's likelihood of winning will depend primarily on the number and quality of all of the Submissions, as determined by the Jury using the Evaluation Criteria.

The Administrator and/or the Jury may, at their discretion, utilize the Administrator (and/or its agents) to contact the Submitting Entity (via the POC) to clarify information or to obtain additional information as needed for the Jury to make a reasoned judgment on the strength of the project measured against the Evaluation Criteria described below.

Upon the conclusion of its review, the Jury will provide the Administrator with the results, identifying the Winning Project(s).

Each individual member of the Jury has the right to withdraw without advance notice in the event of circumstances beyond his/her control. Each individual member of the Jury must notify the Administrator in writing if he/she has any substantial prior knowledge of, or contact or involvement with, any of the Submissions provided to him/her for review and recuse him/herself from the review, evaluation, and discussion in which he/she (A) has a personal or substantial financial interest, or is an employee, officer, director, or agent of any entity that is a Submitting Entity or Partner Entity; or (B) has a familial or financial relationship with an individual who is an employee, officer, director, or agent of any entity that is a Submitting Entity or Partner Entity. The Administrator will work with the Jury to prevent any and all conflicts of interest or the appearance thereof.

#### **Evaluation Criteria**

Submissions will be assessed according to the following criteria, which will be equally weighted in the Jury's evaluation.

#### PRIMARY CRITERIA

- **Potential impact** (25 points) The potential impact of the project, including its approach, design, implementation, and benefits demonstrated, in particular related to the optimization of utility assets and operations or reduction in cost and network losses, etc.
- **Economic rationale** (25 points) The degree to which the project, or the benefits achieved by the project, exhibit strong evidence of direct or indirect economic benefits, such as (but not limited to) a compelling business case for the application of Artificial Intelligence based tools/solutions for enhancing the operational efficiency, improved asset utilization, financial performance or reduction in network losses or emissions, etc.
- **Potential for replication or adaptation** (25 points) The degree and ease with which the project attributes can be replicated, adapted, or scaled up to other markets, environments, and/or countries to adopt the solution or tools to improve their electric utility businesses in terms of the costs of implementation and regulatory considerations.

#### SECONDARY CRITERIA

- **Innovation** (15 points) The degree to which one or more major project elements is new, novel, and potentially highly effective or transformative.
- **Other benefits** (10 points) The degree to which the demonstrated functionalities and technologies, systems, and approaches add value and produce non-economic benefits, directly or indirectly, across one or more other dimensions not considered in the criteria above, including (but not limited to) social, environmental, safety, and community factors.

#### **Content of Submission**

Each Submission shall contain the following information using the Official Project Submission Form template available for download at <u>http://www.iea-isgan.org/award2024</u>:

- 1. Title of the project;
- 2. Brief Project Description, describing the project, such as the principal objectives, scope, key implementation attributes, and key outcomes, as well as how the project relates to the theme, "Excellence in Flexibility for Grid Resilience."
- 3. Background and Implementation, describing the context for the project as well as the project's purpose, approach, and conduct related adaptation/demonstration/ development.
- 4. Project Outcomes, describing the project outcomes and how the project attributes and outcomes exhibit excellence when measured against the evaluation criteria, supported whenever possible by relevant metrics or other performance indicators.
- 5. Submitting Entity's information with organizational name, organizational URL, mailing address, and contact information (mailing address, phone, e-mail address) for the POC
- 6. Acceptance of Provisions, either by signing the statement in the Official Project Submission Form template or by including a signed cover letter acknowledging consent to submission of the project and agreement to all the provisions of the Official Rules, and noting that acceptance of the Official Rules is required for the Submission to be considered; and,
- 7. (if applicable) Partner Entities' information including their names, associated organizational URL, mailing address, and contact information (mailing address, phone, e-mail address) for the representative point of contact for each partner (one of whom should be identified as the secondary point of contact for the Applicant.).
- 8. (if applicable) Acceptance of Provisions by Partner Entities, either by having a representative of each Partner Entity sign the statement in the Official Project Submission Form template or by including a letter from each Partner Entity delegating its representation to the Submitting Entity.<sup>2</sup> The inclusion of this letter also signifies acceptance of all provisions in the Official Rules.

The Submission must focus on the substance of what all new functionalities that have been successfully demonstrated through Flexibility for Grid Resilience with the Smart

<sup>&</sup>lt;sup>2</sup> A single letter identifying all the Participating Entities and having co-signature of representatives of each of the Participating Entities is acceptable.

 $<sup>10^{\</sup>mbox{th}}$  ISGAN Award of Excellence 2024

Grid. The project detailed in the Submission must have been completed after 2019. Only one Submission per project is permitted.

As noted above, the project proposed in the Submission should describe how the Flexibility for Grid Resilience integrated with the electric grid, and have demonstrable results, supported by evidence, to allow the Jury to make a reasoned judgment about the strength of the project measured against the Evaluation Criteria. In preparing the Official Project Submission Form, Applicants might consider the aspects mentioned in the discussion below of optional supplemental information.

English must be used to provide information in the Official Project Submission Form.

To support the claims and assertions in the Official Project Submission Form, the applicants shall submit objective evidence of project implementation and outcome (or expected outcome). Please use the Supplemental Form for photos, videos, presentation slides, news articles, reference documents, and URL links and/or written supplemental.

Supplemental Information form available at <u>http://www.iea-isgan.org/award2024</u>. If the size of files is large, submit them as separate attachments, and make sure file names start with Appendix 1, 2, 3, and so on. Supplemental Information form available at <u>http://www.iea-isgan.org/award2024</u>.

Attachments and linked information, such as URL sites, can be in a language other than English, although a summary of that material in English is required for it to be considered. English must be used for the provision of written information in the Submission: Supplemental Information form.

Topics that Applicants might address in the required Official Project Submission Form and any attachments, URL links, or written supplemental information include the following:

- A. Background
  - a) Describe the experience/history that affects design and implementation;
  - b) Describe the rationale for embarking on the project;
  - c) Describe the principal desired changes from past/current practices;
  - d) Describe the necessary features, constraints, and requirements associated with design and implementation;
  - e) Provide the most important/critical factors that shape the project; and,
  - f) Describe the role of stakeholders (i.e., persons, groups or organizations with interest, real or potential, in the project) in the development of the project.

#### B. Purpose

- a) Describe the key outcomes desired for the overall project;
- b) Describe the key functionalities demonstrated successfully;
- c) Describe the success metrics (i.e., how will you know if you have been successful).

#### C. Approach

- a) Describe the approach to implementation of the project;
- b) Describe the principal elements (activities/tasks) of the project (including those associated with planning and implementation);
- c) Describe the methods and metrics of evaluation and how these metrics influence the implementation of the project; and
- d) Describe the schedule associated with key activities/tasks.

#### D. Project Conduct and Outcomes

- a) Describe the conduct of the project in practice (e.g., what went as expected, what did not, and what was surprising);
- b) Describe the known outcomes at the time of Submission, as measured against the metrics used;
- c) Describe the projected, future outcomes and impacts, as measured against the metrics used;
- d) Describe stakeholder reactions to the project; and,
- e) Provide other detailed project information, using project attributes relevant to the Competition theme.

Where possible, provide factual evidence for claims and assertions regarding relevant project information (or make such evidence accessible via citations, independent references, or URLs for web access).

As noted above, the Administrator and/or the Jury may, at their discretion, utilize the Administrator (and/or its agents) to contact the Submitting Entity (via the POC) to clarify information provided in the Official Project Submission Form or the supplemental information or to obtain additional information as needed for the Jury to make a reasoned judgment on the strength of the project measured against the Evaluation Criteria.

#### Award Use and Restrictions

Applicant and Winner acknowledge that the ISGAN Award of Excellence mark and all other intellectual property regarding the Competition (collectively the "ISGAN IP" including associated "Branding Materials") are owned by the Administrator. In this context, "Winner" includes all members identified on a winning Submission as participants in that project. Applicant and Winner agree not to challenge or seek to register any intellectual property associated with the Competition. The winner will be granted a limited individual license to the ISGAN IP to advertise and promote the award granted to the project, which was submitted for review from the date of the award. All use of the ISGAN IP must be in compliance with the guidelines published by the Administrator, as updated and posted on the ISGAN website (http://www.ieaisgan.org/award2024), and as attached to these Official Rules and incorporated by reference. The winner agrees not to use the ISGAN IP or make any mention of winning an award that is inconsistent with these guidelines and to immediately cease all inconsistent use upon notice by the Administrator. Winner may only promote that an award pertains to a specific project which was the subject of the award and may not state or imply that the award applies to any other projects in which the Submitting Entity (or team members thereof, e.g. "Partner Entities") participates. Winner may not use the ISGAN IP to state or imply that the Administrator or any other entity or person associated with the Competition endorse or are affiliated with the Winner or any other projects in which the Winner participated.

#### Award Ceremony and Publicity

The Award winners will officially announced in a ceremony at the **the Fifteenth Clean Energy Ministerial (CEM15).** The final date of the awarding ceremony is to be decided, but it will be between **30<sup>th</sup> September – 3<sup>rd</sup> October 2024 in Foz do Iguaçu, Brazil**. Winners will be notified individually by e-mail at the latest 2-3 month before the CEM15. Please submit your application with the understanding that all winning projects must be able to attend the awards ceremony in person. A press release will be prepared for each Award. ISGAN reserves the right to change the date and location of the award ceremony as circumstances require.

Subsequent to the award ceremony, the Winner may utilize Branding Materials associated with the award (e.g. the logo and summary description) provided that the year of the award and linkage to the specific project is always apparent. Any use of the ISGAN Award of Excellence mark (i.e., the award logo) will be accompanied by the name of the project for which the award was received, as an integral part of the image, unless authorized in writing in advance by the Administrator. Utilization of Branding Materials is subject to other provisions in the Official Rules.

Except where and as may be prohibited by law, participation in the Competition constitutes express permission of an Applicant for the Administrator (and those acting

pursuant to the authority of the Administrator) to use each Applicant's name and the factof-application for the Competition in advertising, trade, and publicity purposed for the ISGAN program and the Competition in all forms of media now known or hereafter discovered or devised, worldwide, in perpetuity, without further notice, review or approval, or compensation.

#### **General Conditions**

By participating in the Competition, each Applicant fully and unconditionally agrees to and accepts these Official Rules and the decisions of the Administrator, which are final and binding in all respects. By participating in the Competition, each Applicant waives any right to claim ambiguity in these Official Rules. An Applicant is not a Winner until it has fully complied with these Official Rules and been formally notified by the Administrator that they have been selected as a Winner. The Administrator reserves the right, in its sole and absolute discretion, to cancel, terminate, modify, extend or suspend the Competition (in whole or in part) should non-authorized intervention, fraud, or other causes corrupt or affect the administrator may grant awards from all eligible applications received for the Competition prior to and/or after (if appropriate) the action taken by the Administrator or via some other means determined by the Administrator in its sole and absolute discretion to be fair, appropriate and consistent with these Official Rules. The Administrator reserves the right to disqualify any Applicant it determines, in its sole and absolute discretion, is or is attempting or intending to:

- (a) tamper with any aspect of the operation of the Competition,
- (b) defraud the Competition,
- (c) undermine the legitimate operation of the Competition by cheating, deception, or other unfair practices,
- (d) annoy, abuse, threaten, or harass any other participants, the Administrator, any representatives of ISGAN, or any Participant of ISGAN, or
- (e) act in violation of these Official Rules.

In such event, the Administrator reserves the right (in addition to disqualification of such Applicant) to seek damages from any such Applicant to the fullest extent permitted by law. The Administrator's failure to enforce any provision of these Official Rules shall not constitute a waiver of that provision. Any entity that enters the Competition through means not permitted by these Official Rules is subject to disqualification. The Administrator is not required to respond to questions about the Competition.

#### General Release and Waiver of Claims

By entering this Competition, each Applicant hereby releases the Administrator, ISGAN, its participants and all of their respective parents, subsidiaries, affiliates, advertising agencies, and all of their respective directors, officers, governors, employees, shareholders, and agents (collectively, the "Releasees") from:

- (a) any and all liability, loss, harm, damage, cost, expense, or claims, including third-party claims based on publicity and/or privacy rights, defamation, and intellectual property associated with the Applicant or Winner's participation in this Competition, and any award associated with this Competition, and/or use or misuse of any award in connection with the Competition, including, but not limited to, all reasonable counsel fees and court costs incurred
- (b) anything related to the Competition or execution of this Competition (or participation therein), including preemption, cancellation, or rescheduling; and
- (c) anything that may occur in connection with acceptance and/or use of the award or while participating in the Competition, even if caused or contributed to by the negligence of the Releasees.

#### Limitation and Liability

Neither the Administrator nor any other Releasee, is responsible for lost, late, incomplete, stolen, misdirected, illegible, erroneous or incomplete applications. Neither the Administrator, nor any other Releasee is responsible for any incorrect or inaccurate information, whether caused by an Applicant tampering, or by any of the equipment or programming associated with or utilized in the Competition, and neither the Administrator nor any Release assumes responsibility for any error, omission, defect, theft, destruction, or unauthorized access to the materials related to the Competition, or for any damage to any computer related to, or resulting from, participating in the Competition. No responsibility is assumed by the Administrator for lost, mutilated, incomplete, illegible, stolen, misdirected, erroneous or delayed entries or e-mail; or for any computer, telephone, cable, satellite, network, electronic or online/Internet hardware or software malfunctions, failures, connections, or availability, or garbled or jumbled transmissions, or service provider/Internet/website use, accessibility or availability, or traffic congestion, or unauthorized human intervention, other errors of any kind, including without limitation, testing results, whether human, mechanical, electronic or network, or the incorrect or inaccurate capture of entry or other information or the failure to capture, or loss of, any such information. Any use of the robotic, macro, automatic, programmed or like entry methods will void all such entries by such methods. No responsibility is assumed by the Administrator for any incorrect or inaccurate information, whether caused by Applicants, website users, testing or evaluating individuals or organizations, tampering hacking, product testing or by any of the equipment or programming associated with or utilized in the Competition; and none

of the Releasees assume any responsibility for any error, omission, interruption, deletion, defect or delay in the operation of the Competition. IN NO EVENT WILL THE ADMINISTRATOR OR ANY RELEASEE BE RESPONSIBLE OR LIABLE FOR ANY INJURIES, CLAIMS, ACTIONS, DAMAGES, LOSSES, OR LIABILITY OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES RESULTING FROM OR ARISING FROM PARTICIPATION IN, OR THE PRODUCTION, COMPETITION, OR ADMINISTRATION OF THE COMPETITION, OR ACCEPTANCE, POSSESSION, USE, MISUSE, OR NONUSE OF AN AWARD. WITHOUT LIMITING THE FOREGOING, ALL AWARDS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. ANY ATTEMPT BY AN APPLICANT OR ANY OTHER INDIVIDUAL OR ORGANIZATION TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD ANY SUCH ATTEMPT BE MADE, THE ADMINISTRATOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON OR ENTITY TO THE FULLEST EXTENT PERMITTED BY LAW.

#### Choice of Law

All Republic of Korea national, provincial and local laws and regulations apply to the Competition, regardless of the nationals or origins of the Applicant. Applicant agrees that:

- (a) any and all disputes, claims, and causes of action arising out of or connected with this Competition, or any award, or the determination of the Winners, shall be resolved individually, without resort to any form of class action;
- (b) any and all claims, judgments, and awards shall be limited to actual out-ofpocket costs incurred, including costs associated with entering this Competition but in no event attorney's fees.

All Applicants acknowledge and agree that the Competition shall be administered solely and exclusively in the Republic of Korea, and that all issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of Applicant and/or Administrator in connection with the Competition, shall be governed by, and construed solely and exclusively in accordance with, the laws of the Republic of Korea, without regard to conflicts of law/choice of law doctrine or any other jurisdiction, and all proceedings shall exclusively take place in the courts of the Republic of Korea. Applicant agrees to the exclusive jurisdiction of such court and waives any right to change of venue or any like right.

#### **Copy of Official Rules**

Official Rules may be obtained by visiting the website of the Administrator at <a href="http://www.iea-isgan.org/award2024">http://www.iea-isgan.org/award2024</a> during the Competition period.

#### Copy of Winning Project's List

For a list of the previous Winning Projects, visit the ISGAN website at <u>http://www.iea-isgan.org/awards</u>

**Administrator**: Korea Smart Grid Institute (KSGI) Email: isgan-awards@smartgrid.or.kr

Appendix 1 – Glossary of Terms Appendix 2 – Guidelines for Use of Intellectual Property

#### Appendix 1

#### International Smart Grid Action Network Award of Excellence Glossary of Terms

Administrator (also called Award Administrator or the ISGAN Award Administrator)– The Korea Smart Grid Institute, in its role as co-Secretariat for the Implementing Agreement for a Co-operative Programme on Smart Grids (ISGAN).

Applicant – The Submitting Entity and Partner Entities, considered collectively.

Attribute – An important feature of successful smart grid projects

Attribute Class – A collection of project attributes having a common organizing principle

Branding Materials –Generally, visual imagery and public relations descriptions and phrases; specifically as referenced in Appendix 2 Guidelines for Use of Intellectual Property

Competition – The process associated with the submittal, review and award of the ISGAN Award of Excellence, as specifically employed in Appendix 2, Guidelines for Use of Intellectual Property

Demonstration-level project – A project whose intent is to establish confidence in the viability and merit of deployment of a new technology, system, product or service at a scale relevant for wide-scale adoption.

Deployment-level project – A project that embodies all the features and functionality for broad dissemination without further scale-up or adaptation.

Flexibility – In general, Flexibility in a power grid refers to its capacity to efficiently adapt to fluctuations in electricity supply and demand, ensuring grid stability and reliability while optimizing costs. Note that the specific definition of flexibility can vary by country, electricity market, organization or other entity or jurisdiction.

GSEF – Global Smart Energy Federation

IEA – International Energy Agency

IP – Intellectual Property, specifically as identified in Appendix 2 Guidelines for Use of Intellectual Property

ISGAN – the Implementing Agreement for a Co-operative Programme on Smart Grids (ISGAN), more commonly known as the International Smart Grid Action Network

ISGAN Operating Agent (or Operating Agent) – The entity, organization, or individual empowered to act for and on behalf of the Participants in the Implementing Agreement for a Co-operative Programme on Smart Grids (ISGAN), currently the Austrian Institute of Technology.

Jury – A qualified expert review panel convened to evaluate the Submissions according to the criteria listed in the Official Rules and, from this evaluation, to select one or more of said Submissions as winners of the ISGAN Award of Excellence.

Participating Entity – An organization, company or individual that was a principal contributor to the project being submitted for the ISGAN Award of Excellence. There may be multiple Participating Entities included in any one Submission. All Participating Entities, by their acknowledgement in the Submission, accept all provisions in the Official Rules.

Partner Entity – a Participating Entity that is not the Submitting Entity, as identified in the Submission.

Phrase – "ISGAN Award of Excellence Winner", as specifically referenced in Appendix 2, Guidelines for Use of Intellectual Property.

Pilot-level project – A project whose intent is to explore the operational effectiveness, viability and merit of a new technology, system, product or service, at a scale that, if successful enables direct scale-up to configurations appropriate for broad deployment.

POC – Point of Contact – The designated representative of the Submitting Entity, including all contact information.

Rules (or Official Rules) – ISGAN Award of Excellence, Awards Competition Official Rules

Service Providers – Entities that are responsible for providing electric supply and/or related services (could range from power quality, metering, appliances, appliance control, to billing services) to consumers.

Smart Grid – In general, a modernized electrical grid that uses analogue or digital information and communications technology, sensors, and control systems to gather and act on information, such as information about the behaviours of suppliers and consumers, in an automated fashion to improve the efficiency, reliability, economics, and

sustainability of the production and distribution of electricity. Note that the specific definition of a smart grid can vary by country, electricity market, or another jurisdiction.

Submission – The collective information submitted for review as a candidate to win the ISGAN Award of Excellence (also referred to as the nomination or the nominations package). This must include the Official Project Submission Form for the Submission to be considered.

Submitting Entity – The organization, company, or individual that is serving as the principal agent in representing an Applicant and Submission for the ISGAN Award of Excellence, including all Participating Entities listed on the submittal. If the Submitting Entity is not a Participating Entity, it must identify such in the Submission.

UTC – Coordinated Universal Time

Winner – A Participating Entity identified on a winning Submission as selected by the Jury, granted a limited individual license to the ISGAN IP to advertise and promote the award granted to the project which was submitted for review, from the date of award.

Winning Project – The project corresponding to a Submission selected by the Jury, following evaluation according to the criteria in the Official Rules, for receipt of the ISGAN Award of Excellence.

#### Appendix 2

#### International Smart Grid Action Network Guidelines for Use of Intellectual Property

#### (1) Use of ISGAN Marks and References to the Competition.

Subject to the Official Rules for the ISGAN Award of Excellence Awards Competition (the "Competition"), and using the same capitalized terms as used in the Official Rules unless indicated herein to the contrary, pursuant to these policies and guidelines ("Guidelines"), each Winner shall have a non-exclusive, non-transferable, restricted, revocable, limited right to use and refer to the phrase "**ISGAN Award of Excellence Winner**" (the "Phrase"), solely in a factual manner or context, and solely in connection with materials or activities specifically related to the particular winning project (the "Winning Project") that:

- (a) have been previously reviewed and approved by the Award Administrator in the first instance; and
- (b) must comply with the Guidelines at all times.

Once the use of the Phrase and ISGAN name in materials or activities has been approved by the Award Administrator, subsequent materials or activities that do not alter or modify the use of the Phrase or ISGAN name need not be submitted for approval. Except upon the prior written consent of the Award Administrator in each instance, the Phrase and ISGAN name must only be used in association with the Winning Project as submitted in the Competition. For the avoidance of doubt, the Phrase and ISGAN name may not be used in any way or for any purposes whatsoever in connection or association with other non-Winning projects that may be considered alternatives or derivatives of the Winning Project.

Any use or reference of the Phrase or to the ISGAN name beyond use in a factual manner or context (for example, packaging, advertising, marketing materials and/or the Competition entry's website for the Winning Project), shall require the winner to:

- (a) obtain written permission from the Award Administrator prior to its use or distribution, including where such approval is contingent on strict adherence to the Guidelines.
- (b) maintain the quality controls and abide by the minimum standards of quality control provided in the Guidelines.
- (c) execute such further documents, assignments, agreements, and instruments and take any further acts as the Award Administrator may deem necessary and reasonably request in order to effectuate these terms.

ISGAN will retain all rights, including intellectual property rights, associated with the Phrase (and any variants) and the ISGAN name and reserves the right to monitor and/or police the use of the Phrase or any other reference to ISGAN names, marks or trademarks, including without limitation, on any Winning Project or other materials associated with the Winning Project.

It is understood the Guidelines may be updated and/or modified periodically in ISGAN's sole discretion, and Applicant agrees to accept and be bound by any updates and/or modifications. Applicant further agrees to abide by use or reference of the Phrase or any other ISGAN-owned names or marks in a manner expressly consistent with the minimum standard of quality controls specified and as updated and/or modified in the Official Rules and Guidelines.

#### (2) Intellectual Property and Publicity Rights.

The Operating Agent for the Implementing Agreement for a Co-operative Programme on Smart Grids (ISGAN) ("ISGAN Operating Agent"), is the owner of the service mark/trademark ISGAN. Applicant acknowledges the ISGAN Operating Agent's exclusive right, title and interest in and to the ISGAN name and will not, at any time, do or cause to be done any act or thing contesting or impairing such rights, titles and interests. Applicant further acknowledges that the sole right granted to a Winner under these Guidelines and the Official Rules is to use the Phrase solely and specifically in connection with those materials or activities associated with the Winning Project and that are previously approved by the ISGAN Award Administrator (in consultation with ISGAN Operating Agent) as a result of winning the Competition, and for no other purpose whatsoever. Any and all goodwill that arises from Applicant's use of the Phrase will inure to the sole benefit of ISGAN.

Applicant agrees not to challenge, oppose, petition to cancel or otherwise attack the validity of the ISGAN name or trademark and/or the ISGAN Operating Agent's ownership thereof. Applicant acknowledges that Applicant has no right, title or interest in the Phrase or the ISGAN name and that nothing in these Guidelines or the Official Rules shall be construed as an assignment of any right, title or interest in the Phrase or the ISGAN name, except the limited right to use and refer to the Phrase as provided in this agreement and under these Guidelines.

Applicant acknowledges and agrees that the ISGAN Operating Agent has complete authority to control use of the ISGAN name or marks. Applicant shall use the Phrase in strict compliance with the provisions of the Official Rules and conformity with the Guidelines, as amended from time to time. Should Applicant fail to comply with the Guidelines as outlined in the Appendix, or fail to maintain proper quality controls and/or act, behave and/or do anything to negatively impact the goodwill and/or the ISGAN name, the ISGAN Operating Agent shall have the right in its sole discretion to terminate the rights granted under these Official Rules or Guidelines at any time.

Applicant acknowledges and agrees that the ISGAN Operating Agent shall have the sole right and discretion to determine whether any action should be taken to terminate unauthorized use of the Phrase or the ISGAN name or settle any proceeding brought by the ISGAN Operating Agent to terminate such unauthorized use. All proceeds from any enforcement action shall belong exclusively to the ISGAN Operating Agent.

By participating in this Competition, Applicant agrees and hereby grants the ISGAN Operating Agent permission to use statements, quotes, testimonials, photographs, designs, models, and/or any other material(s) provided by Applicant as part of the Competition entry, as well as Applicant's name, photograph, likeness, and, if applicable, the name of eligible Applicant's company and affiliation, for advertising, and/or promotional purposes, consistent with the ISGAN mission, without any additional compensation to eligible Applicant unless prohibited by law. Applicant retains ownership of the Projects' intellectual property rights in the Competition entry, subject to ISGAN's rights to reprint, display, reproduce, perform and exhibit the Competition entry for advertising and/or promotional purposes. By participating in this Competition, Applicant agrees that any materials generated by ISGAN, its agent, or those acting at the direction of the agent in reviewing and accessing the Projects are the sole property of the ISGAN Operating Agent.