Healthcare Anti–Fraud Academic Competition

This Participation Agreement (“Agreement”) is between The MITRE Corporation (“MITRE”) and (University) (“Participant”) for partaking in the MITRE Healthcare Anti–Fraud Academic Competition (“Competition”). MITRE is conducting a competition to stimulate student interest in the field of health care fraud analytics, and to encourage innovation through competition.

By submitting the Competition registration form (“Registration”) you hereby acknowledge and agree to abide by the terms and conditions of this Agreement.

1. GENERAL PRINCIPLES

a. Each member of a Participant’s team must complete and submit a signed Rules of Behavior agreement in order for that individual and that team to participate in the Competition. All members of a Participant team must satisfy the eligibility requirements and a single individual from the team must be designated as an official representative for each entry. MITRE reserves the sole right to determine the eligibility of any entry (see Competition rules, below.)

b. MITRE, in its sole discretion, has the unilateral right to reject, disqualify, or delete Competition entries that do not conform with the terms and conditions of this Agreement, compromise fair conduct, or not in accordance with professional standards. Such entries shall be deemed disqualified and a disqualified entry will not be evaluated or considered for an award.

c. MITRE reserves the authority in its sole discretion to cancel, suspend, and/or modify the Competition and the timeframe, on account of any fraud, technical failure, an impairment of the Competition’s integrity, or for other good reason.

d. Participant’s team members are required to share details of their fraud detection methodology (algorithms, filters, rules). Specific source code need not be shared. Participant’s team members will be required to confirm capability to successfully execute sample test cases ahead of being provided access to the Competition data.
2. COMPETITION RULES

a. The Competition is open to all U.S.-based college and university undergraduate and graduate teams, except as noted below. Individual team members must be over the age of eighteen (18) and may register to be on only one team.

b. MITRE and employees from any of MITRE's sponsoring organizations are not eligible to participate in the Competition.

c. Participant’s team members who are not U.S. citizens or entities may be subject to additional requirements or restrictions imposed by MITRE.

d. Participant’s team members representing a college or university team are responsible for confirming that their participation and entry does not violate any policies of that institution, or legal entity.

e. Participant’s team members may not collude with other teams to share solutions and/or algorithms during the Competition.

f. Participant’s team members bear all costs incurred in the preparation of Competition entries.

g. Submitted entries must be completed in the English language.

h. Entries submitted before the start date and time, or after the end date and time, will not be accepted. Once the submission time period has ended, team members may not make any changes or alterations to the entry.

i. Final awards will be decided by MITRE, the U.S. Government and its subject matter experts (“Judges”) based on the final score and details of the participants’ methodology.

j. All awards are a one-time offer and there is no offer of licensure, royalty, or other financial compensation implied beyond the awards. Winning Participant team members are responsible for all applicable taxes and reporting related to any award received as part of this Competition.

k. If no eligible submissions are entered, a Competition award will not be bestowed.
3. COMPETITION PROTOCOLS

a. After a Participant and team members are approved by MITRE to enter the Competition, the team members will be provided access to a de-identified data set ("De-Identified Data"). This De-Identified Data set contains MITRE generated synthetic data and insurer provided de-identified data, which has been de-identified according to the standard of the HIPAA Privacy Rule, 45 CFR Section 164.514. Re-identification of De-Identified Data by any team member is prohibited.

b. The Participant’s team members will access the De-Identified Data set via a Competition Cell ("Cell"). The Cell is the purpose-suited, secure, virtual private cloud analysis platform hosted on Amazon Web Services (AWS) public cloud where Competition De-Identified Data will be stored and the team’s data analysis will occur.

c. In no event shall Participant’s team members use the De-Identified Data for any other purpose other than for completing an entry for submission to the Competition.

   i. The team members shall only handle, process, query, analyze, transform, manipulate, store, and report on De-Identified Data within the Cell.

   ii. Team members are prohibited from using, downloading, or redistributing De-Identified Data outside the Cell, or otherwise attempt to exfiltrate or screen capture from the Cell any De-Identified Data, including derived work products.

d. As regards to access and use of the Cell, the Participant’s team members shall:

   i. only use their own personal credentials to access the Cell and not share access credentials with others;

   ii. only connect to the Cell using a computer that is patched and up-to-date in its security configuration in accordance with current best practices;

   iii. not change the Cell hardware or software baseline unless authorized;

   iv. stay within the defined limits of storage and compute for AWS—Idle instances should be closed down, e.g., after business hours; and

   v. immediately report any Cell security or privacy incidents, concerns, or suspicions (e.g., malicious code, unauthorized access, unauthorized disclosure) to HCFChallenge@mitre.org.
e. Participant’s team members’ access to the Cell and De-Identified Data will terminate at the end of the Competition cycle or upon any violation of the terms and conditions of this Agreement as determined in MITRE’s sole discretion.

4. INTELLECTUAL PROPERTY RIGHTS

a. MITRE makes no claim to ownership of your Competition entry or of Participant’s intellectual property or any third-party intellectual property contained therein.

b. If a team wins a Competition award, MITRE may have an interest in licensing or procuring Participant’s intellectual property upon the Participant’s consent. Any license or procurement agreement will be separately negotiated between the parties.

c. Participant hereby grants to the Competition Judges the right to review a team’s entry. Participant also grants to MITRE and U.S. Government subject matter experts the right to convey a synopsis of the team’s entry materials to other parties.

d. By submitting a Competition entry, Participant grants to MITRE a non-exclusive, perpetual, and irrevocable license to use Participant’s name, image, contact information, the entry synopsis, and to publicly disclose the Competition results.

e. Participant acknowledges that Participant is not granted a right or license to use any names or logos of MITRE, or any other intellectual property or proprietary rights of MITRE on account of their submission of an entry in this Competition.

5. WARRANTIES, INDEMNITY AND RELEASES

a. Participant represents and warrants that:

   i. all information in Participant’s team entry is true and complete to the best of Participant’s knowledge;

   ii. Participant has the right and authority to submit the entry on the team’s behalf and all persons and entities listed within the entry;

   iii. The Participant’ team’s entry (e.g., the submitted information, software, and underlying technologies or concepts described in the entry) is the team’s own original work;
iv. Participant’s team entry is submitted by permission with proper credit given, and does not misappropriate third-party intellectual property rights, rights of privacy, or other rights of any person or entity; and

v. Participant’s team entry does not contain malicious code, such as viruses, malware, or other potentially harmful programs or information.

vi. Participant’s team entry does not violate any applicable law, statute, or ordinance, including, without limitation, U.S. export laws and regulations.

b. Indemnity and Releases

i. Participant hereby releases MITRE from any claim related to telephone, cable, and unavailable network or server connections, technical failures, failures related to computer hardware, software or viruses, or incomplete or late entries.

ii. MITRE is not responsible for: (1) Any incorrect or inaccurate entry submissions; (2) unauthorized intervention in any part of the entry process; (3) technical or human error that may occur in the administration of the Competition; or (4) any injury or damage to persons or property that may be caused, directly or indirectly, in whole or in part, from a Participant’s team involvement in the Competition.

iii. If for any reason a Competition entry is confirmed to have been deleted erroneously, lost, or otherwise destroyed or corrupted, Participant’s team sole remedy is to submit another entry in the Competition.

6. MISCELLANEOUS

a. This Agreement may not be assigned by either party to any other party except upon the written consent of MITRE and the Participant.

b. If any provision of this Agreement is found to be invalid, unlawful or unenforceable to any extent, then the meaning of said provision shall be construed, to the extent feasible, so as to render the provision enforceable.

c. The obligations set forth in Sections 3.c., 4 and 5 shall survive any termination of this Agreement.

d. Neither of the parties to this Agreement shall be construed to be the agent, employee, or representative of any the other party to this Agreement. Each party enters into this Agreement voluntarily.
IN WITNESS WHEREOF,
the Participant hereto causes this Agreement to be executed
by the below-signed duly-authorized representative.

By:  ________________________________________________________________

Title: ______________________________________________________________

University Name: ______________________________________________________

Date:  _________________________________________________________________