

beach erosion that tentatively indicated that the harbor was the primary cause of erosion. A Notice of Intent to prepare an EIS was originally published in the **Federal Register** on May 31, 2002. The Los Angeles District has elected to republish and to hold a new public Scoping Meeting to allow members of the public to provide input into the scoping of the proposed EIS and the alternatives formulation process.

**Proposed Action and Alternatives:** The Feasibility Study will focus on the problems and needs caused by beach erosion. In general, alternative plans will focus on reducing the beach erosion and improving sand accumulation through either construction or management project features such as groins, reefs, and/or beach nourishment.

The primary undesirable impacts of concern from any of the alternatives will likely be related to temporary turbidity and displacement of sand dwelling organisms and their predators. These will be addressed in the study as part of the plan formulation of the Feasibility Study, and potential impacts will be analyzed in the DEIS.

**Previous Actions:** Annual maintenance dredging of the entrance into Oceanside Harbor with placement on area beaches south of the San Luis Rey River.

**Scoping:** Participation of all interested Federal, State, and County agencies; groups with environmental interests; and any interested individuals is encouraged. Public involvement will be most beneficial and worthwhile in identifying the scope of pertinent, significant environmental issues to be addressed; identifying and eliminating from detailed study issues that are not significant; offering useful information such as published or unpublished data; providing direct personal experience or knowledge which informs decision making; and recommending suitable mitigation measures to offset potential impacts from the proposed action or alternatives.

Two public scoping meetings will be held in the City of Oceanside on March 17, 2016 at 3:00 and 5:30 p.m. The public scoping meeting will be held at Council Chambers at City Hall; 300 North Coast Highway; Oceanside, CA 92054. The purpose of the scoping meeting will be to gather information from the general public or interested organizations about issues and concerns that they would like to see addressed in the DEIS. Comments may be delivered in writing or verbally at the meeting or sent in writing to the Los Angeles District at the address given above. All comments enter into the public record.

Comments should be submitted no later than May 1, 2016.

**Availability of the Draft EIS:** The Draft EIS is scheduled to be published and circulated in late 2016, and a public hearing to receive comments on the Draft EIS will be held after it is published.

Dated: February 24, 2016.

**Kirk E. Gibbs,**

*Colonel, U.S. Army, Commander and District Engineer.*

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**BILLING CODE 3720-58-P**

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## DEPARTMENT OF EDUCATION

### Announcement of Requirements and Registration for the Career and Technical Education Makeover Challenge

**AGENCY:** Office of Career, Technical, and Adult Education, Department of Education.

**ACTION:** Notice; public challenge.

**SUMMARY:** The U.S. Department of Education (the Department) is announcing the Career and Technical Education (CTE) Makeover Challenge (the Challenge), a prize competition funded by the Carl D. Perkins Career and Technical Education Act of 2006 (Perkins IV or Act). The Challenge calls upon eligible high schools to design models of makerspaces that strengthen career and technical skills through making (models of CTE makerspaces). For the purposes of this notice, (1) “makerspace,” a formalized space for making, is an environment and facility that provides resources, materials, and equipment for students to conceive, create, collaborate, and learn through making; and (2) “making” refers to a hands-on learning approach that encourages students to imagine, create, tinker, and learn through the process of manufacturing, testing, and demonstrating their ideas. Through making, CTE educators enable students to immerse themselves in problem-solving and the continuous refinement of their products while learning essential 21st-century career skills, such as critical thinking, planning, and communication. The Department is seeking models of CTE makerspaces across a wide range of facility types, such as classrooms, libraries, and mobile spaces, that it can share with educators to encourage the creation of affordable, scalable, and replicable makerspaces.

**DATES:** We must receive your submission on or before April 1, 2016.

The Department will determine timeframes for judging first and second round submissions, as well as the date that award recipients are announced. The Department will conduct at least one online information session during the first round submission phase of the Challenge. The date of the session will be determined and announced by the Department, posted on [www.CTEMakeoverChallenge.com](http://www.CTEMakeoverChallenge.com) (Challenge Web page), and sent to entrants by email. The dates for Challenge events will be determined and announced by the Department.

**ADDRESSES:** Submit entries for the CTE Makeover Challenge on [www.CTEMakeoverChallenge.com](http://www.CTEMakeoverChallenge.com).

**FOR FURTHER INFORMATION CONTACT:** Albert Palacios, U.S. Department of Education, 550 12th Street SW., Room 11086, Washington, DC 20202 or by email: [albert.palacios@ed.gov](mailto:albert.palacios@ed.gov).

If you use a telecommunications device for the deaf or a text telephone, call the Federal Relay Service, toll free, at 1-800-877-8339.

#### SUPPLEMENTARY INFORMATION:

##### I. Administration of the Challenge Competition

The CTE Makeover Challenge is being conducted by the U.S. Department of Education (Department). Luminary Labs, L.L.C. (Luminary Labs), has been contracted by the Department to assist and support the Department in organizing and managing this competition. Activities conducted by Luminary Labs may also include providing technical assistance to potential entrants, entrants, and schools selected to proceed to the CTE Makeover Bootcamp phase of the Challenge based on the criteria described in the *CTE Makeover Eligibility Criteria* section of this notice.

##### II. Subject of Challenge Competition

CTE is an essential component of developing a more competitive workforce. As technology becomes a critical component of an increasing number of jobs, education providers (or educational institutions) must adapt to prepare students for 21st century careers. Growth industries, including robotics, medical devices, mobile applications, consumer technology, sustainable development, and many more, all point to an increasing need for applied technical learning experiences.

CTE has been an essential part of preparing students to succeed in the workforce for decades. Foundational elements of CTE include hands-on applied learning, technical skills

attainment, and employability skills.<sup>1</sup> These elements can also be found in “making,” as defined in the **SUMMARY** section of this notice. Makerspaces, defined in the **SUMMARY** section of this notice, assist students in learning important employability skills, including problem-solving, critical thinking, planning, and communication. Makerspaces may include electronic components, software, craft materials, tools, and equipment such as 3D Printers, laser cutters, and other computer-guided devices.

This Challenge seeks to reinforce and highlight the common elements in CTE and making, and encourage schools to explore innovative ways to bring the benefits of making to CTE. CTE and making are applied teaching and learning approaches that prepare students with the academic and technical knowledge and skills needed to succeed in education and careers. Making involves higher-order reasoning and problem-solving skills, individual and collaborative project-based learning, and instills the employability and technical skills that are needed in the 21st century workplace, all of which are foundational elements of CTE. CTE and making also bring entrepreneurship to the classroom by inspiring students to take their ideas from concept to reality.

The Challenge invites eligible schools to design makerspaces that strengthen career and technical skills through making.

The Challenge will be conducted in five phases:

- (1) The First Round Submission phase;
- (2) The CTE Makeover Bootcamp phase;
- (3) The Judging and Award phase;
- (4) The CTE Makerspace Build-Out phase; and
- (5) The CTE Makerspace Showcase phase.

The dates for each of the phases will be determined by the Department and announced on the Challenge Web page.

The five phases in this section are described below.

#### *First Round Submission Phase Description*

Schools enter the Challenge by completing the entry submission process on the Challenge Web page. This phase is designed to determine eligibility. Entrants who fulfill the criteria described in the *Eligibility* section of this notice will be eligible to participate in the CTE Makeover Bootcamp phase of the Challenge.

<sup>1</sup> For more information visit <http://cte.ed.gov/employabilityskills>.

#### *CTE Makeover Bootcamp Phase Description*

During the CTE Makeover Bootcamp, experts in the field of making will provide technical assistance to all eligible entrants. Eligible entrants will receive resources to improve and expand upon plans and designs for their makerspaces. At least one informational training Webinar will be held during the CTE Makeover Bootcamp. CTE Makeover Bootcamp participants will be provided access to community engagement tools and sustainability strategies to support build-out efforts and maintain their makerspaces beyond the period of the Challenge. At the completion of the CTE Makeover Bootcamp, entrants will have the option of submitting a second round submission that will include detailed design plans, budgets, and implementation strategies.

#### *Judging Phase Description*

Independent Judges will review second round submissions using the criteria in the *Award Selection Criteria* section of this notice and make recommendations to the Department as to which entrants should receive monetary awards.

#### *The CTE Makerspace Build-Out Phase Description*

Award recipients are strongly encouraged to use their prize money to build their proposed makerspaces during the CTE Makeover Build-Out phase. Award recipients will be required to produce and submit a video on the progress they have made constructing their makerspaces and compile an online portfolio of materials for use in the CTE Makerspace Showcase.

#### *The CTE Makerspace Showcase Phase Description*

Award recipients will be invited to attend the World Maker Faire in New York City in October 2016 and may use their prize money to attend the event. The Department anticipates presenting CTE Makerspaces at the event and sharing the models of CTE makerspaces resulting from the Challenge.

*Program Authority:* The goals, purposes, and activities related to the Challenge are authorized by section 114(c)(1) of Perkins IV, 20 U.S.C. 2324(c)(1). Under this section, the Secretary of the U.S. Department of Education is authorized to carry out research, development, dissemination, evaluation and assessment, capacity building, and technical assistance with regard to CTE programs under Perkins IV. Following the CTE Makeover

Challenge, submissions selected as CTE Makerspaces will be disseminated to the public as CTE Makerspace models to inspire others to incorporate making into teaching and learning.

### **III. Eligibility**

(a) An eligible entrant must be either:  
 (1) A school that is eligible to receive funds directly under section 3(14)(A) of Perkins IV<sup>2</sup> (e.g. a charter school or area CTE school); or

(2) A school that is eligible to receive funds from an eligible recipient under section 3(14)(A) of Perkins IV (e.g. a local high-school that receives funds from an LEA eligible under section 3(14)(A) of Perkins IV).

(b) Entrants must:

(1) Register on the Challenge Web page (see *Additional Terms* that are part of the *Official Rules*, under the *General Terms and Conditions* in this notice);

(2) Enter a submission on the Challenge Web page according to the rules, terms, and conditions in this notice;

(3) Comply with all requirements on the Challenge Web page and this notice;

(4) Provide affirmation upon submission of an entry for the Challenge that an entrant is eligible under subsection (a) of this section. If selected as an Award Recipient, entrants must provide documentation to demonstrate their eligibility prior to receiving a prize;

(5) Submit signed letters from the entrant's administrator and superintendent approving the entrant's permission to enter the Challenge; and

(6) Agree to—

(i) Assume any and all risks and waive claims against the Federal government and its related entities, except in the case of willful misconduct, for any injury, death, damage, or loss of property, revenue, or profits, whether direct, indirect, or consequential, arising from their participation in the Challenge, whether the injury, death, damage, or loss of property, revenue, or profits, whether direct, indirect, or consequential, arises through negligence or otherwise;

(ii) Indemnify the Federal government against third party claims for damages arising from, or related to, competition activities, patents, copyrights, and trademark infringements; and

(iii) Comply with and abide by the *Official Rules, Terms and Conditions* in

<sup>2</sup> Under section 3(14)(A) of Perkins IV the term ‘eligible recipient’ means—a local educational agency (including a public charter school that operates as a local educational agency), an area career and technical education school, an educational service agency, or a consortium, eligible to receive assistance under section 131 of Perkins IV.

this notice, and the decisions of the Department which shall be final and binding in all respects.

#### IV. Prizes

The total prize pool for the Challenge is \$200,000. The \$200,000 Challenge prize pool will be divided equally and awarded to a maximum of ten award recipients, following the judging of second round submissions.

Prizes awarded under this competition will be paid by electronic funds transfer. Award Recipients are responsible for any applicable local, State, and Federal taxes and reporting that may be required under applicable tax laws.

#### V. CTE Makeover Eligibility Criteria

(a) To participate in the Challenge, an entrant must submit an eligible entry according to the *Eligibility* section of this notice.

(b) An entrant must complete the entry requirements outlined in the *Submission Information* section of this notice.

(c) CTE Makeover Bootcamp participants will be chosen based on the extent that their submission provides all of the required information in paragraphs (a) and (b) of this section and it is sufficient for the Department to determine their eligibility and intent to participate in the Challenge.

#### VI. Award Selection Criteria

Up to 105 points may be assigned during the judging of the second round submissions based on the criteria in paragraphs (a) and (b) of this section.

(a) Judges may assign up to 20 points for each selection criterion during the judging of second round submissions (for a total of up to 100 points) based on the following five selection criteria:

(1) *Innovative*. The extent that the model of the CTE makerspace described in a submission exhibits novelty or ingenuity, and has the potential to significantly transform current practices in hands-on applied CTE learning, especially in response to economic and systemic constraints;

(2) *Replicable*. The extent that the model of the CTE makerspace described in the submission—

(i) Is able to be adopted and replicated by other schools, including schools serving low-income communities, based on design, budget, and curriculum, and

(ii) Includes approaches and options that could be used to easily implement the model in schools with limited resources, such as schools serving low-income communities;

(3) *Multi-functional*. The extent that the model of the CTE makerspace

described in the submission has the capacity to be utilized by a broad cross-section of students, including various grade-levels, students with disabilities, multidisciplinary subjects, and CTE programs and skills;

(4) *Feasible*. The extent that the submission demonstrates the ability of the entrant to successfully implement the model of the CTE makerspace described in the submission within the Challenge timeframe and with its proposed resources including support from the local community and businesses; and

(5) *Sustainable*. The extent that the model of the CTE makerspace described in the submission demonstrates the capability to sustain the makerspace following the Challenge including administration, maintenance, curricular programming, teacher involvement, and community support while being able to adapt to changing needs and technologies over time.

(b) Judges may assign up to five bonus points during the judging of second round submissions (in addition to a total score of up to 100 points in paragraph (a) of this section, for a total score of up to 105 points) based on the following selection criteria—

*Addressing need*. The extent to which the student population served by the eligible entity is low-income, as defined by the percentage of students enrolled in free and reduced price lunch programs under the Richard B. Russell National School Lunch Act (42 U.S.C. 1759), as amended.

(c) The Department will review the recommendations of the judges and may consider additional characteristics when selecting Award Recipients from the top scoring submissions to ensure diverse distribution of awards, including:

(1) School size (number of students),

(2) Percentage of students enrolled in free and reduced price lunch programs under the Richard B. Russell National School Lunch Act (42 U.S.C. 1759), as amended, and

(3) Geographic location and local population density.

#### VII. Submission Information

1. To participate in the Challenge, an entrant must—

(a) Register on the Challenge Web page.

(b) Enter the required information on the Challenge Web page submission form.

2. Content and Form of Submission:

To submit an entry to the Challenge, an entrant must complete the submission form on the Challenge Web page.

3. First Round Submission Dates and Times:

The first round submission phase officially begins March 9, 2016 with this announcement of the Challenge and continues to April 1, 2016 at 11:59:59 p.m., Washington, DC time. Luminary Labs is the official timekeeper for the Challenge.

Submissions must be received during the first round submission phase of the Challenge to be eligible. To submit an entry to the Challenge, an entrant must go to the Challenge Web page and complete all required fields of the first round submission form before the close of the first round submission phase.

Each entrant must complete all of the required fields in the first round submission form in accordance with the *Official Rules, Terms, and Conditions* section of this notice. All entrants are required to provide consent to those *Official Rules, Terms, and Conditions* upon submitting an entry. Once submitted, a first round submission may not be altered during the first round submission phase. The Department reserves the right to disqualify any submission that the Department deems inappropriate.

Eligible entrants will be invited to participate in the CTE Makeover Bootcamp. Entrants must designate a primary contact to serve as the Team Lead and manage the distribution of any awarded prizes. Team Leads must be employed by the submitting school and must be over 18 years of age. In the event a dispute regarding the identity of the entrant who actually submitted the entry cannot be resolved by the Department, the affected entry will be deemed ineligible.

The Department encourages entrants to submit entries as far in advance of the deadline as possible and suggests not later than one hour before the deadline to ensure the completed submission is received. If an entrant submits an entry after the deadline date because of a technical problem with the Challenge Web page system, the entrant must immediately contact the person listed under **FOR FURTHER INFORMATION CONTACT** in this notice, and provide an explanation of the technical problem experienced on the Challenge Web page system. The Department will accept the entrant's submission if the Department can confirm that a technical problem occurred with the Challenge Web page system and that the technical problem affected the entrant's ability to submit an entry by 11:59 p.m., Washington, DC time, on the entry deadline date. The Department will contact the entrant after a determination is made on whether the entry will be accepted.

**Note:** These extensions apply only to the unavailability of, or technical problems with, the Challenge Web page system. The Department will not grant an entrant an extension if the entrant failed to submit an entry in the system by the submission deadline date and time, or if the technical problem experienced is unrelated to the Challenge Web page system.

Individuals with disabilities who need an accommodation or auxiliary aid in connection with the submission process should contact the person listed under **FOR FURTHER INFORMATION CONTACT** in this notice. If the Department provides an accommodation or auxiliary aid to an individual with a disability in connection with the submission process, the entry remains subject to all other requirements and limitations in this notice.

### VIII. Submission Review Information

#### *Review and Selection Process:*

The Department and Luminary Labs will review first round submissions based on the requirements in the *Eligibility* section of this notice to determine the schools that will participate in CTE Makeover Bootcamp.

The participants may choose to refine their submissions during the CTE Makeover Bootcamp phase and prepare a second round submission.

The Department and Luminary Labs will review second round submissions to ensure that entrants meet the requirements described in the *Official Rules, Terms, and Conditions* section of this notice.

Should the volume of second round submissions exceed the capacity of the independent judges to conduct a thorough evaluation of the submissions, an independent review panel with expertise relevant to the criteria described in the *Award Selection Criteria* section of this notice will conduct a preliminary review of the second round submissions. In conducting the preliminary review, the independent review panel will assign scores to each second round submission according to the criteria described in the *Award Selection Criteria* section of this notice. During the preliminary review each criterion may be assigned up to 20 points for a total of up to 100 points in paragraph (a) and up to five bonus points in paragraph (b) for a combined total of up to 105 points.

The size of the independent review panel will be based on the number of participants in the CTE Makeover Bootcamp and the quantity of second round submissions received. Each member of the independent review panel will score a maximum of thirty submissions and all submissions will

receive scores from three different independent review panelists.

The submissions with the thirty highest scores assigned by the independent review panel will then be scored by independent judges based on the quality of each entry according to the criteria described in the *Award Selection Criteria* section of this notice. Judges may assign up to 20 points for each criterion for a total of up to 100 points in paragraph (a) and up to five bonus points in paragraph (b) for a combined total of up to 105 points.

From the pool of second round submissions, judges will recommend up to ten entrants to receive monetary awards. The Department will review the recommendations of the judges and make final award decisions as described in the *Award Selection Criteria* section of this notice.

By participating in the Challenge, each entrant acknowledges and agrees that such recommendations of the judges based on the criteria may differ and agrees to be bound by, and not to challenge, the final decisions of the Department.

### IX. Official Rules, Terms, and Conditions

#### *General Terms and Conditions*

The Department reserves the right to suspend, postpone, cease, terminate, or otherwise modify this Challenge or any entrant's participation in the Challenge, at any time at the Department's sole discretion.

All entry information submitted on the Challenge Web page and all materials, including any copy of the submission, becomes property of the Department and will not be acknowledged or returned by Luminary Labs or the Department. Proof of submission is not considered proof of delivery or receipt of such entry. Furthermore, the Department and Luminary Labs shall have no liability for any submission that is lost, intercepted, or not received by the Department and/or Luminary Labs. The Department and Luminary Labs assume no liability or responsibility for any error, omission, interruption, deletion, theft, destruction, unauthorized access to, or alteration of, submissions.

#### *Representations and Warranties/Indemnification*

By participating in the Challenge, each entrant represents, warrants, and covenants as follows:

- (a) The entrants are the sole authors, creators, and owners of the submission;
- (b) The entrant's submission—
  - (i) Is not the subject of any actual or threatened litigation or claim;

- (ii) Does not, and will not, violate or infringe upon the privacy rights, publicity rights, or other legal rights of any third party;

- (iii) Does not contain any harmful computer code (sometimes referred to as "malware," "viruses," or "worms"); and

- (c) The submission, and entrants' implementation of the submission, does not, and will not, violate any applicable laws or regulations of the United States.

Entrants will indemnify, defend, and hold harmless the Department and Luminary Labs from and against all third party claims, actions, or proceedings of any kind and from any and all damages, liabilities, costs, and expenses relating to, or arising from, entrant's submission or any breach or alleged breach of any of the representations, warranties, and covenants of entrant hereunder. The Department reserves the right to disqualify any submission that the Department, in its discretion, deems to violate these *Official Rules, Terms, and Conditions* in this notice.

#### *Submission License*

Each entrant retains title to, and full ownership of, their submission. The entrant expressly reserves all legal rights not expressly granted under this agreement. By participating in the Challenge, each entrant hereby irrevocably grants a license to the Department and Luminary Labs to store and access submissions in perpetuity that may be reproduced, published, or distributed in the future.

#### *Publicity Release*

By participating in the Challenge, each entrant hereby irrevocably grants to the Department and Luminary Labs the right to use such entrant's name, likeness, image, and biographical information in any and all media for advertising and promotional purposes relating to the Challenge in perpetuity and otherwise as stated in the *Submission License* section of this notice.

#### *Disqualification*

The Department reserves the right in its sole discretion to disqualify any entrant who is found to be tampering with the entry process or the operation of the Challenge, Challenge Web page, or other Challenge-related Web pages; to be acting in violation of these *Official Rules, Terms, and Conditions*; to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Challenge; or to annoy, abuse, threaten, or harass any other person; and, the Department reserves

the right to seek damages and other remedies from any such person to the fullest extent permitted by law.

#### *Links to Third-Party Web Pages*

The Challenge Web page may contain links to third-party Web pages that are not owned or controlled by Luminary Labs or the Department. Luminary Labs and the Department do not endorse or assume any responsibility for any such third party sites. If an entrant accesses a third-party Web page from the Challenge Web page, the entrant does so at the entrant's own risk and expressly relieves Luminary Labs and/or the Department from any and all liability arising from use of any third-party Web page content.

#### *Disclaimer*

The Challenge Web page contains information and resources from public and private organizations that may be useful to the reader. Inclusion of this information does not constitute an endorsement by the Department or Luminary Labs of any products or services offered or views expressed. Blog articles provide insights on the activities of schools, programs, grantees, and other education stakeholders to promote continuing discussion of educational innovation and reform. Blog articles do not endorse any educational product, service, curriculum, or pedagogy.

The Challenge Web page also contains hyperlinks and URLs created and maintained by outside organizations, which are provided for the reader's convenience. The Department and Luminary Labs are not responsible for the accuracy of the information contained therein.

#### *Notice to Challenge Entrants and Award Recipients*

Attempts to notify entrants and award recipients will be made using the email address associated with the entrants' submission. The Department and Luminary Labs are not responsible for email or other communication problems of any kind.

If, despite reasonable efforts, an entrant does not respond within three days of the first notification attempt regarding selection as an award recipient (or a shorter time as exigencies may require) or if the notification is returned as undeliverable to such entrant, that entrant may forfeit the entrant's award and associated prizes, and an alternate award recipient may be selected.

If any potential award recipient is found to be ineligible, has not complied with these *Official Rules, Terms, and*

*Conditions*, or declines the applicable prize for any reason prior to award, such potential prize winner will be disqualified. An alternate winner may be selected, or the applicable prize may go unawarded.

#### *Attendance*

To maintain eligibility, entrants deemed eligible after the first round submission phase are required to participate in Challenge activities organized by the Department and Luminary Labs, which include the CTE Makeover Bootcamp. If an eligible entrant is unable to participate in any mandatory activities, the entrant will no longer be eligible to win the Challenge. Eligible entrants opting to participate in the CTE Makeover Bootcamp are required to participate in these events at their own expense. Entrants not attending the live introductory Webinar will be given access to the archived Webinar following the event. Entrants not participating in, or watching the archived version of the introductory Webinar before the end of the CTE Makeover Bootcamp phase will not be permitted to enter a second round submission. Award recipients are invited to attend the World Maker Faire on October 1st and 2nd, 2016 in New York City at their own expense.

#### *Dates/Deadlines*

The Department reserves the right to modify any dates or deadlines set forth in these *Official Rules, Terms, and Conditions* or otherwise governing the Challenge.

#### *Challenge Termination*

The Department reserves the right to suspend, postpone, cease, terminate, or otherwise modify this Challenge, or any entrant's participation in the Challenge, at any time at the Department's discretion.

#### *General Liability Release*

By participating in the Challenge, each entrant hereby agrees that—

(a) The Department and Luminary Labs shall not be responsible or liable for any losses, damages, or injuries of any kind (including death) resulting from participation in the Challenge or any Challenge-related activity, or from entrants' acceptance, receipt, possession, use, or misuse of any prize; and

(b) The entrant will indemnify, defend, and hold harmless the Department and Luminary Labs from and against all third party claims, actions, or proceedings of any kind and from any and all damages, liabilities, costs, and expenses relating to, or

arising from, the entrant's participation in the Challenge.

Without limiting the generality of the foregoing, the Department and Luminary Labs are not responsible for incomplete, illegible, misdirected, misprinted, late, lost, postage-due, damaged, or stolen entries or prize notifications; or for lost, interrupted, inaccessible, or unavailable networks, servers, satellites, Internet Service Providers, Web pages, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone, cable transmissions or other communications; or for any technical malfunctions, failures, difficulties, or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information.

These *Official Rules, Terms, and Conditions* cannot be modified except by the Department in its sole and absolute discretion. The invalidity or unenforceability of any provision of these *Official Rules, Terms, and Conditions* shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these *Official Rules, Terms, and Conditions* shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

#### *Exercise*

The failure of the Department to exercise or enforce any right or provision of these *Official Rules, Terms, and Conditions* shall not constitute a waiver of such right or provision.

#### *Governing Law*

All issues and questions concerning the construction, validity, interpretation, and enforceability of these *Official Rules, Terms, and Conditions* shall be governed by and construed in accordance with U.S. Federal law as applied in the Federal courts of the District of Columbia if a complaint is filed by any party against the Department, and the laws of the State of New York as applied in the New York state courts in New York City if a complaint is filed by any party against Luminary Labs.

#### *Privacy Policy*

By participating in the Challenge, each entrant hereby agrees that occasionally, the Department and Luminary Labs may also use the entrant's information to contact the entrant about Federal Challenge and innovation related activities, and

acknowledges that the entrant has read and accepted the privacy policy at: [www.CTEMakeoverChallenge.com/privacy](http://www.CTEMakeoverChallenge.com/privacy).

*Additional Terms That Are Part of the Official Rules, Terms, and Conditions*

Please review the Luminary Lightbox™ Terms of Service at [www.LuminaryLightbox.com/terms](http://www.LuminaryLightbox.com/terms) for additional rules that apply to participation in the Challenge and more generally to use of the Challenge Web page. Such Terms of Service are incorporated by reference into these *Official Rules, Terms, and Conditions*. If there is a conflict between the Terms of Service and these *Official Rules, Terms, and Conditions*, the latter terms shall control with respect to this Challenge only.

Participation in the Challenge constitutes an entrant's full and unconditional agreement to these *Official Rules, Terms, and Conditions*. By entering, an entrant agrees that all decisions related to the Challenge that are made pursuant to these *Official Rules, Terms, and Conditions* are final and binding, and that all such decisions are at the sole discretion of the Department and/or Luminary Labs.

Luminary Labs collects personal information from entrants to the Challenge. The information collected is subject to the privacy policy located here: [www.LuminaryLightbox.com/privacy](http://www.LuminaryLightbox.com/privacy).

*List of Award Recipients/Official Rules/Contact*

To obtain a list of award recipients (after the conclusion of the Challenge) or a copy of these *Official Rules, Terms, and Conditions*, send a self-addressed envelope with the proper postage affixed to: Luminary Labs, 30 West 22nd St., Floor 6, New York, NY, 10010. Please specify "Awards List" or "Official Rules" and the name of the specific Challenge in this request.

Please contact the person listed in the **FOR FURTHER INFORMATION CONTACT** section of this notice, should you have any comments or questions about these *Official Rules, Terms, and Conditions*.

**X. Other Information**

**Accessible Format:** Individuals with disabilities can obtain this document and a copy of the application package in an accessible format (e.g., braille, large print, audiotope, or compact disc) on request to the program contact person listed under **FOR FURTHER INFORMATION CONTACT** in this notice.

**Electronic Access to This Document:** The official version of this document is the document published in the **Federal**

**Register.** Free Internet access to the official edition of the **Federal Register** and the Code of Federal Regulations is available via the Federal Digital System at: [www.gpo.gov/fdsys](http://www.gpo.gov/fdsys). At this site you can view this document, as well as all other documents of this Department published in the **Federal Register**, in text or Portable Document Format (PDF). To use PDF you must have Adobe Acrobat Reader, which is available free at the site.

You may also access documents of the Department published in the **Federal Register** by using the article search feature at: [www.federalregister.gov](http://www.federalregister.gov). Specifically, through the advanced search feature at this site, you can limit your search to documents published by the Department.

Dated: March 3, 2016.

**Johan E. Uvin,**

*Deputy Assistant Secretary Delegated the Duties of the Assistant Secretary for Career, Technical, and Adult Education.*

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**DEPARTMENT OF ENERGY**

[OE Docket No. EA-216-D]

**Application To Export Electric Energy; TransAlta Energy Marketing (U.S.) Inc.**

**AGENCY:** Office of Electricity Delivery and Energy Reliability, DOE.

**ACTION:** Notice of application.

**SUMMARY:** TransAlta Energy Marketing (U.S.) Inc. (Applicant or TEMUS) has applied to renew its authority to transmit electric energy from the United States to Canada pursuant to section 202(e) of the Federal Power Act.

**DATES:** Comments, protests, or motions to intervene must be submitted on or before April 8, 2016.

**ADDRESSES:** Comments, protests, motions to intervene, or requests for more information should be addressed to: Office of Electricity Delivery and Energy Reliability, Mail Code: OE-20, U.S. Department of Energy, 1000 Independence Avenue SW., Washington, DC 20585-0350. Because of delays in handling conventional mail, it is recommended that documents be transmitted by overnight mail, by electronic mail to [Electricity.Exports@hq.doe.gov](mailto:Electricity.Exports@hq.doe.gov), or by facsimile to 202-586-8008.

**SUPPLEMENTARY INFORMATION:** Exports of electricity from the United States to a foreign country are regulated by the Department of Energy (DOE) pursuant to sections 301(b) and 402(f) of the

Department of Energy Organization Act (42 U.S.C. 7151(b), 7172(f)) and require authorization under section 202(e) of the Federal Power Act (16 U.S.C. 824a(e)).

On May 17, 2011, DOE issued Order No. EA-216-C to TEMUS, which authorized the Applicant to transmit electric energy from the United States to Canada as a power marketer for a five-year term using existing international transmission facilities. That authority expires on May 17, 2016. On February 29, 2016, TEMUS filed an application with DOE for renewal of the export authority contained in Order No. EA-216 for an additional five-year term.

In its application, TEMUS states that it does not own or operate any electric generation or transmission facilities, and it does not have a franchised service area. The electric energy that TEMUS proposes to export to Canada would be surplus energy purchased from third parties such as electric utilities and Federal power marketing agencies pursuant to voluntary agreements. The existing international transmission facilities to be utilized by TEMUS have previously been authorized by Presidential permits issued pursuant to Executive Order 10485, as amended, and are appropriate for open access transmission by third parties.

**Procedural Matters:** Any person desiring to be heard in this proceeding should file a comment or protest to the application at the address provided above. Protests should be filed in accordance with Rule 211 of the Federal Energy Regulatory Commission's (FERC) Rules of Practice and Procedures (18 CFR 385.211). Any person desiring to become a party to these proceedings should file a motion to intervene at the above address in accordance with FERC Rule 214 (18 CFR 385.214). Five copies of such comments, protests, or motions to intervene should be sent to the address provided above on or before the date listed above.

Comments and other filings concerning TEMUS's application to export electric energy to Canada should be clearly marked with OE Docket No. EA-216-D. An additional copy is to be provided directly to Steve Lincoln, TransAlta Energy Marketing (U.S.) Inc., 222 SW Columbia Street, Suite 1105, Portland, OR 97201 and to both Catherine P. McCarthy and Tracey L. Bradley, Bracewell LLP, 2000 K Street NW., Suite 500, Washington, DC 20006.

A final decision will be made on this application after the environmental impacts have been evaluated pursuant to DOE's National Environmental Policy Act Implementing Procedures (10 CFR part 1021) and after a determination is