

## **COSPONSORSHIP AGREEMENT**

**between**

**U.S. Small Business Administration  
Office of Women's Business Ownership  
and**

**Springboard Enterprises Authorization No: 17-6050-38**

### **1. Parties**

This cosponsorship agreement ("Agreement") is between the U.S. Small Business Administration ("SBA") and the following cosponsor(s) (individually a "Cosponsor" or collectively the "Cosponsors"):

- (1) Springboard Enterprises**  
2100 Foxhall Road NW  
Washington, DC 20007

Description of Cosponsor: Springboard Enterprises, a 501(c)(3) non-profit organization, is a resource hub of entrepreneurs, investors, and advisors that help women-led technology and life science companies reach their next milestone. Over 15 years they have supported 550+ women leaders globally with access to funding, advisors, partnerships, and customers for expansion and product development.

### **2. Purpose**

The purpose of this Agreement is to describe the rights and responsibilities of each Cosponsor regarding the activity described below pursuant to SBA's cosponsorship authority, section 132(a) of Division K in Public Law No. 108-447, as extended by Public Law No. 114-113, and 13 C.F.R. Part 106. The Agreement encompasses this document, and all Attachments and cosponsor shall comply with all applicable laws and regulations in its performance under this Agreement. Except as properly amended, this Agreement is the final and complete agreement of the Cosponsors. It does not authorize the expenditure of any funds, other than by express terms of this Agreement nor does it create special consideration by SBA regarding any other matter. This Agreement shall not limit any Cosponsor from participating in similar activities or arrangements with other entities.

### **3. Cosponsored Activity**

- a) Name of Activity/Event(s): InnovateHER: Innovating for Women Business Challenge 2017 ("the Challenge").
- b) Date(s): March – September
- c) Place: Local competitions will take place at various locations across the U.S., culminating in a live pitch competition in September, 2017.
- d) Estimated Number of Attendees: The various local competition locations are unknown at this time, but the event will have an estimated 300+ attendees.
- e) Budgeted Direct Cost of Cosponsored Activity: \$0
- f) Summary of Events/Activity: This cosponsorship is an integral part of the InnovateHER competition. Specifically it memorializes the relationship between SBA and competition host(s). Competition details are provided below.

Contestants must develop a product or service that meets the following three Challenge criteria:

- Has a measurable impact on the lives of women and families (30%);
- Has the potential for commercialization (40%); and
- Fills a need in the marketplace (30%)

Contestants must also meet the Eligibility Rules for participating in the Challenge as outlined in Paragraph 2 of the Challenge Rules, **Attachment B**.

The Challenge launches on March 2017. The initial round of the Challenge will take the form of local competitions that will be run across the country beginning March 2017 and ending no later than June 3<sup>rd</sup>, 2017 by host organizations such as universities, accelerators, incubators, SBA Resource Partners, and other organizations. Following the completion of the local competitions, each host organization will identify one winner that will advance to the semi-final round of the Challenge. For a winning entry that has been submitted by a team of competitors, the host organization must list the team's self-identified project leader as the winner who will advance to the semi-final round. No later than June 23<sup>rd</sup>, 2017 each host organization will submit a Nomination Package to SBA via Challenge.gov containing the winning individual/team's Business Plan and other required information. Refer to Paragraph 4(b) below and the Challenge Rules, Attachment B, for the required elements of the Nomination Package.

SBA will then identify up to 10 Finalists. These Finalists will be invited to travel to the area where they will have the opportunity to pitch to a panel of expert judges at a live pitch competition in September, 2017 and compete for up to \$70,000 in prize money donated by Sara Blakely Foundation. Finalists will be responsible for covering their own travel costs for the national finals. SBA is conducting InnovateHER under the authority of and in accordance with the America Competes Act, 15 U.S.C. § 3719. SBA published a notice in the Federal Register describing the rules and procedures for InnovateHER on December 29, 2016. This notice is fully incorporated herein.

#### **4. Cosponsors' Responsibilities**

The Cosponsors agree that each will do the following in support of the cosponsored activity:

(a) SBA will:

- Manage the overall planning, marketing, and execution of the cosponsored event. Duties include, among others, establishing the Challenge Rules (see **Attachment B**) and other legal requirements that govern this Challenge under the America Competes Act; disseminating information to prospective host organization and Challenge participants; publicizing the Challenge; maintaining up-to-date information on the Challenge website, [www.sba.gov/InnovateHER](http://www.sba.gov/InnovateHER); planning the final event involving the live pitch; recruiting judges for the final event; and coordinating logistics throughout the Challenge.
- Additionally, in the semi-final round of the Challenge, SBA will review the semi-finalist nomination packages submitted by the host organizations and select up to 10 Finalists who will have the opportunity to compete in the live pitch portion of the Challenge. SBA will screen all semi-finalist nominations for eligibility.

(b) Springboard Enterprises will:

- Host a local competition between March 2017 and June 3<sup>rd</sup>, 2017 consistent with the terms outlined in this Agreement as well as the Challenge Rules (see **Attachment B**).
- Determine the type of local InnovateHER competition, conducted in a manner that is consistent with the Challenge Rules, that will best identify the most innovative and entrepreneurial business ideas, including the type of application that individuals need to prepare in order to compete. The local competition will be judged by individuals selected by each host in its sole discretion. Note, however, that no individual acting as a judge at any stage of this Challenge may have personal or financial interests in, or be an employee, officer, director, or agent of any contestant or have a familial or financial relationship with a contestant.
- No later than June 23<sup>rd</sup>, 2017 select and submit **one winner** from the local competition, along with a complete Nomination Package, to SBA through the [www.Challenge.gov](http://www.Challenge.gov) website.

The Nomination Package must contain all of the following items:

1. A single cover page detailing –
  - (i) The Name of the winning individual (in the case of a winning team, please provide the name of the team's self-identified project lead); Company name (if applicable); Product/Service Name; Company Address, City, State, and Place of Incorporation (if applicable); Product/Service website (if applicable); telephone number of winning individual; and his/her e-mail address;
  - (ii) The host organization's official legal name, street address, city, state, designated POC, and his/her best contact number and e-mail address (*Note: this information must match the information provided by the organization as part of its request to SBA to host a local competition*);
  - (iii) A concise, two-sentence description of the product or service (*Note: this description may also be also in promotional or informational materials in connection with InnovateHER*).
2. A Business Plan from the winning individual/team (maximum length: 20 pages, including attachments)
3. A signed Statement of Support prepared by the host organization that explains why the winner of the local competition best satisfied the competition criteria and presented the greatest potential for success (maximum length: 2 pages).

Each host organization is responsible for preparing the complete Nomination Package, including obtaining a copy of the relevant Business Plan from the winner, and ensuring that the full package is timely submitted to the SBA via the [www.Challenge.gov](http://www.Challenge.gov) website.

- Identify in all communications that the local competition is a part of SBA's national Challenge.
- Engage in promotion of the Challenge and related local competition through press kits, social media tools, and related channels.
- Keep abreast of and disseminate up-to-date information related to the Challenge as provided by SBA, including the information located on the Challenge website, [www.sba.gov/InnovateHER](http://www.sba.gov/InnovateHER).
- Make available to its competition participants SBA pamphlets, brochures, and other publications as appropriate.

- Provide a text-only hyperlink from Cosponsor's website to SBA's website.
- Assign a primary Point of Contact (POC) who will serve as the liaison between Cosponsor and SBA for the purposes of the Challenge.

#### **5. Budget and Fees**

There are no anticipated direct costs associated with conducting the cosponsored activity. Should unanticipated direct expenses for the cosponsored activity be uncured, the cosponsors will prepare an itemized budget to reflect such expenses and whether such expenses were met by cash or in-kind contributions.

#### **6. Appropriate Recognition**

Cosponsor will include appropriate recognition for SBA in all materials Cosponsor creates for this cosponsorship. Each Cosponsor will be given appropriate recognition by SBA for cosponsorship of the activity outlined in this Agreement, however such recognition does not constitute an express or implied endorsement by SBA of any of the opinions, products or services of any Cosponsor, its subsidiaries or its contractors. As such, all appropriate disclaimers and authorization numbers will be visible on all Cosponsored Materials. SBA has the right to determine what constitutes appropriate recognition, in its reasonable discretion.

#### **7. Cosponsored Material**

Cosponsored material refers to all print and electronic materials used to promote the cosponsored activity or material used during or as the cosponsored activity. This includes, but is not limited to, flyers, brochures, mailers, email promotional pieces, web pages, cosponsored promotional items, or any other physical, print or electronic item bearing SBA's name or logo. Cosponsor grants SBA a perpetual, irrevocable, non-exclusive, worldwide, royalty-free license to use and to create derivative works of any copyrighted cosponsorship material Cosponsor develops for the cosponsorship outlined in this Agreement.

#### **8. Use of SBA Logo**

Each Cosponsor agrees to use its name and logo in connection with SBA's on cosponsored materials or in factual publicity only for the cosponsored activity as outlined in this Agreement. Factual publicity includes dates, times, locations, purposes, agendas, fees and speakers involved with the activity. Any materials, print or electronic, bearing SBA's logo must include the appropriate disclaimers as outlined in paragraph 10 and be approved in advance by SBA's Responsible Program Official. Cosponsor is not permitted to use SBA's name or logo for commercial purposes, such as advertising a product or service.

#### **9. Web Activity**

SBA and the Cosponsors will create a website located at [www.sba.gov/InnovateHER](http://www.sba.gov/InnovateHER) to house all materials and documents related to the Challenge, including Challenge Rules and FAQs, as well as a list of all of the host organizations as confirmed and the Finalists as they are identified. Cosponsor agrees there will be no commercial advertisements or commercial promotions of any kind, including its own products or services, displayed on this cosponsored site.

**10. Disclaimers**

All cosponsored materials, print or electronic, bearing the SBA name or logo must be approved in advance by SBA's Responsible Program Official and contain the following statement(s):

1. Cosponsorship Authorization # 17-8050-38. SBA's participation in this cosponsored activity is not an endorsement of the views, opinions, products or services of any cosponsor or other person or entity. All SBA programs and services are extended to the public on a nondiscriminatory basis.
2. Reasonable arrangements for persons with disabilities will be made if requested at least two weeks in advance. Contact: Simona Duffin, telephone: (202) 205-4401

**11. Points of Contact**

The respective Points of Contact for this Cosponsorship will be Anna Consani, [anna@sb.co](mailto:anna@sb.co), 202-242-8066 for Springboard Enterprises and Bruce Purdy, 202-205-7532, [Bruce.Purdy@sba.gov](mailto:Bruce.Purdy@sba.gov) the Responsible Program Official, for SBA. These individuals will facilitate contact between the Cosponsors to plan, organize and execute the activity(s) contemplated in this Agreement.

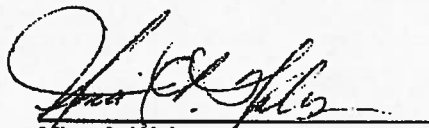
**12. Term, Amendment and Termination**

This Agreement will take effect upon signature of all Cosponsors and will remain in effect through the final competition day, in September, 2017. This Agreement can only be amended in writing. Any Cosponsor may terminate its participation in the activity upon 30 calendar days advance written notice to the other Cosponsors. Termination by one cosponsor will not affect continued participation by remaining cosponsors. Such termination will not require changes to materials already produced, and will not entitle the terminating cosponsor to a return of funds or property contributed.

**13. Signature**

Each of the persons signing this Agreement represents that he/she has the authority to enter into this Agreement on behalf of the entity involved. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

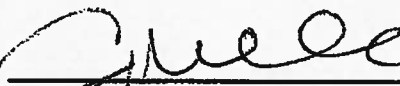
SBA:

  
Mina A. Wales  
Acting Associate Administrator, Communications and Public Liaison

Date

3/22/17

Springboard Enterprises:

  
Amy Millman  
President

Date

3/22/17

**Attachment B**  
**(InnovateHER 2017 Challenge Rules)**

# InnovateHER 2017: Challenge Rules

1. **Subject of Challenge:** The SBA is looking for innovative products and services that help impact and empower the lives of women and families. Our workforce looks very different from 50 years ago. Women now make up nearly half of the labor force and play a critical role in our nation's economic prosperity. Most children live in households where all parents work. And as our population ages, families are increasingly caring for aging parents while balancing the needs of work and home. As the demands on women and families grow, the need for products and services that address these unique challenges increases. This Challenge will provide a platform to fulfill that need. Contestants must develop a product or service that meets the following three Challenge criteria:
  - Has a measurable impact on the lives of women and families (30%);
  - Has the potential for commercialization (40%); and
  - Fills a need in the marketplace (30%).
2. **Eligibility Rules for Participating in the Challenge:** This Challenge is open only to: (1) citizens or permanent residents of the United States who are at least eighteen (18) years of age at the time of their submission of an entry (or teams of such individuals); and (2) private entities, such as corporations or other organizations, that are incorporated in and maintain a primary place of business in the United States. Individuals submitting on behalf of corporations, nonprofits, or groups of individuals (such as an academic class or other team) must meet the eligibility requirements for individual contestants. An individual may belong to more than one team submitting an entry in this Challenge. SBA employees are not eligible, nor are Federal entities or Federal employees acting within the scope of their employment. Individuals or organizations that are currently suspended or disbarred by the federal government are not eligible for this Challenge.
3. **Registration Process for Participants:** The Challenge launched on December 29, 2016. The initial round of the Challenge will take the form of local competitions that will be run across the country beginning no earlier than December 29, 2016, and ending no later than June 3, 2017, by host organizations such as universities, accelerators, clusters, scale-up communities, SBA Resource Partners. For more information regarding these local competitions as it becomes available, please visit [sba.gov/InnovateHER](http://sba.gov/InnovateHER). SBA will continue to update the list of local competitions as details are confirmed. While these local competitions will be identified as part of the national InnovateHER Challenge and will be conducted in a manner that is consistent with these Challenge Rules, they will be administered solely by the local host organizations and will be judged by individuals selected by each host in their sole discretion. At a minimum, however, each application must contain a business plan covering the contestant's proposed product or service and must satisfy the Challenge criteria identified by SBA in Paragraph 1 above. Following the completion of the local competitions, each host organization will identify one winner that will advance to the semi-final round of the Challenge. For a winning entry that has been submitted by a team of competitors, the host organization must list the team's self-identified project leader as the winner who will advance to the semi-final round. No later than June 23, 2017 each host organization will submit a nomination package to [www.Challenge.gov](http://www.Challenge.gov) containing the winning individual/team's business plan and other required information to SBA, which will administer the semi-final and final rounds of the Challenge. Selection as a semi-finalist following a local competition is the only means of registering for the Challenge. All nominations will be screened by SBA for eligibility. Contestants cannot submit entries directly to SBA.
4. **Prize for Winners:** Cash prizes totaling \$70,000 will be awarded to the three highest-rated contestants in the final round of the Challenge in the following amounts:
  - 1st Place - \$40,000



- 2nd Place - \$20,000
- 3rd Place - \$10,000

For winning entries submitted by teams of competitors, prize money will be awarded to the self-identified project leader for distribution to the rest of the team at their discretion and independently from SBA.

##### **5. Process for Host Organizations:**

**Initial Round – Local Competitions** - Organizations that wish to host a local competition as part of the initial round of this Challenge must send a request to the SBA at [womenbusiness@sba.gov](mailto:womenbusiness@sba.gov) **no later than April 19, 2017** with the following information:

- a. The organization's **official legal name**, street address, city, state;
- b. Website of the organization (if applicable);
- c. The name of the organization's designated Point of Contact (POC) for the local competition, his/her email address, and phone number.

SBA will evaluate all requests to host a local InnovateHER competition in its sole discretion and will confirm a host's participation in writing. Additionally, with some exceptions, organizations that wish to host an InnovateHER local competition will be required to agree to the terms of a *Cosponsorship Agreement* with the SBA that defines the scope of the relationship for the purposes of InnovateHER and outlines the co-promotion and marketing terms. SBA will notify prospective hosts if such agreement is required. *SBA will reject any nomination package submitted to the SBA by an organization that has not been officially confirmed by SBA to participate in the InnovateHER Challenge.*

Each host organization will determine the type of local competition, conducted in a manner that is consistent with these Challenge Rules, that will best identify the most innovative and entrepreneurial business ideas, including the type of application that individuals need to prepare in order to compete. At a minimum, however, each application must contain a business plan covering the contestant's proposed product or service and must satisfy the Challenge criteria identified by SBA in Paragraph 1 above. The local competitions will be administered solely by the local host organizations and will be judged by individuals selected by each host in their sole discretion.

**However, no individual acting as a judge at any stage of this Challenge may have personal or financial interests in, or be an employee, officer, director, or agent of any contestant or have a familial or financial relationship with a contestant.** Host organizations will also publicize the competition locally. Host organizations should notify SBA of the date and location of the local competitions for the purposes of publication at [www.sba.gov/InnovateHER](http://www.sba.gov/InnovateHER).

No later than **June 3, 2017**, host organizations can hold local competitions.

**Semi-Final Round - Submission of Local Winners** - **No later than June 23, 2017** host organizations must select and submit one winner from the local competition along with a Nomination Package to SBA through the [www.Challenge.gov](http://www.Challenge.gov) website. The Nomination Package must contain all of the following:

A single cover page detailing –

- (i) The Name of the winning individual (in the case of a winning team, please provide the name of the team's self-identified project lead); Company name (if applicable); Product/Service Name; Company Address, City, State, and Place of Incorporation (if applicable); Product/Service website (if applicable); telephone number of winning individual; and his/her e-mail address;
- (ii) The host organization's official legal name, street address, city, state, designated POC, and his/her best contact number and e-mail address (**Note:** this information must match the information provided by the organization as part of its request to SBA to host a local competition);



(iii) A concise, two-sentence description of the product or service (*Note: this description may also be also in promotional or informational materials in connection with InnovateHER*).

A Business Plan from the winning individual/team (maximum length: 20 pages, including attachments)

A signed Statement of Support prepared by the host organization that explains why the winner of the local competition best satisfied the Challenge criteria and presented the greatest potential for success (maximum length: 2 pages).

**Each host organization is responsible for preparing the complete Nomination Package, including obtaining a copy of the relevant Business Plan from the winner and ensuring that the full package is timely submitted to the SBA via the [www.Challenge.gov](http://www.Challenge.gov) website.**

#### **6. Selection of Winners:**

**Semi-Final Round** - In the semi-final round of the Challenge, SBA will review the semi-finalist nomination packages submitted by the local competition host organizations and select up to 10 Finalists whose products or services, in SBA's sole judgment, best satisfy the Challenge criteria identified in Paragraph 1 of these Rules and present the greatest potential for success. In addition, in order to achieve nationwide distribution of prizes for the purpose of stimulating the growth and development of new products and services across the entire United States and across a diverse range of project types, SBA may take into account nominees' geographic locations when selecting winners, including support to geographic regions that traditionally have limited access to capital, as well as diversity in the types of products and services. **Finalists selected by SBA will be required to sign a form certifying that they meet the eligibility requirements identified in Paragraph 2 above and have complied with these Challenge Rules.**

**Final Round** - Each finalist will be offered the opportunity to participate in the InnovateHER Final Challenge to be held in September 2017, where they will make a live marketing pitch to a panel of expert judges drawn from the private sector. The panel of judges will select the three finalists whose pitches, in their sole judgment, best satisfy the Challenge criteria and present the greatest potential for success and rank them in descending order. **Finalists will be responsible for covering their own travel costs for the national competition.**

#### **7. Applicable Law:**

This Challenge is being conducted by SBA pursuant to the America Competes Act (15 U.S.C. § 3719) and is subject to all applicable federal laws and regulations. By participating in this Challenge, each contestant gives its full and unconditional agreement to the Challenge Rules and the related administrative decisions described in this notice, which are final and binding in all matters related to the Challenge. A contestant's eligibility for a prize award is contingent upon their fulfilling all requirements identified in this notice. Publication of this notice is not an obligation of funds on the part of SBA. All prize monies are funded through private sector sources. The private sector source is liable to the winners for payment of the prize. SBA, however, will coordinate with the private sector source regarding instructions for award of the prize purse. SBA reserves the right to modify or cancel this Challenge, in whole or in part, at any time prior to the award of prizes.

**8. Conflicts of Interest:** No individual acting as a judge at any stage of this Challenge may have personal or financial interests in, or be an employee, officer, director, or agent of any contestant or have a familial or financial relationship with a contestant.

**9. Intellectual Property Rights:** All entries submitted in response to this Challenge will remain the sole intellectual property of the individuals or organizations that developed them. By registering and entering a submission, each contestant represents and warrants that it is the sole author and copyright owner of the

submission, and that the submission is an original work of the contestant, or if the submission is a work based on an existing application, that the contestant has acquired sufficient rights to use and to authorize others to use the submission, and that the submission does not infringe upon any copyright or upon any other third party rights of which the contestant is aware.

**10. Publicity Rights:** By registering and entering a submission, each contestant consents to SBA's and its agents' use, in perpetuity, of its name, likeness, photograph, voice, opinions, and/or hometown and state information for promotional or informational purposes through any form of media, worldwide, without further payment or consideration.

**11. Liability and Insurance Requirements:** By registering and entering a submission, each contestant agrees to 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 this Challenge, whether the injury, death, damage, or loss arises through negligence or otherwise. By registering and entering a submission, each contestant further represents and warrants that it possesses sufficient liability insurance or financial resources to cover claims by a third party for death, bodily injury, or property damage or loss resulting from any activity it carries out in connection with its participation in this Challenge, or claims by the Federal Government for damage or loss to Government property resulting from such an activity. Contest winners should be prepared to demonstrate proof of insurance or financial responsibility in the event SBA deems it necessary.

**12. Record Retention and Disclosure:** All nomination packages and related materials provided to SBA in the semi-final and final rounds of the Challenge automatically become SBA records and cannot be returned. Contestants should identify any confidential commercial information contained in their entries at the time of their submission to the local Host Organization. SBA will notify contestants of any Freedom of Information Act requests the Agency receives related to their submissions in accordance with 13 C.F.R. part 102.