

**Buffalo Believes<sup>SM</sup> Grant Award and Program Participation Agreement**

This Agreement is entered into as of May\_\_\_\_, 2016 by and between the undersigned greater Buffalo region high/middle [circle] school (the "School") the Young Entrepreneurs Academy, Inc. ("YEA!").

**Background.** School has applied to participate in the Buffalo Believes<sup>SM</sup> program operated by YEA!, and in connection with the Buffalo Believes<sup>SM</sup> program, has applied to receive funding to defray a portion of School's costs of operating the Buffalo Believes<sup>SM</sup> program. Conditioned upon School agreeing to the terms and conditions of this Agreement, YEA! will select School to participate in the Buffalo Believes<sup>SM</sup> program and to receive a grant award as described in this Agreement. NOW, THEREFORE, in consideration of the foregoing premises, the undertakings set forth in this Agreement, School and YEA! hereby agree as follows:

1. **Grant Award.** To defray School's costs of operating the Buffalo Believes<sup>SM</sup> program, YEA! is pleased to award a sponsorship grant from The Young Entrepreneurs Academy (Sponsor"), payable in the amounts and for the purposes as set forth on Schedule C hereto.
2. **Participation in Program.** School agrees that it will participate in YEA!'s Buffalo Believes<sup>SM</sup> program for a three year period, and will operate the Buffalo Believes<sup>SM</sup> program in conformity with all YEA! requirements. In furtherance of that commitment, School agrees (a) to comply with the School Commitments set forth on Schedule A attached hereto, and that it will be bound by the YEA! Intellectual Property Acknowledgements set forth on Schedule B hereto. Following completion of the initial three-year term of the Buffalo Believes<sup>SM</sup> program, subject to sufficient ongoing interest among school participants in the Buffalo Believes<sup>SM</sup> program, School shall have the right to continue to operate the Buffalo Believes<sup>SM</sup> program on the terms then in effect. In lieu thereof, School shall have the option of running the standard YEA! program as a stand-alone site in accordance with the terms and conditions of the then-effective YEA! standard program agreement.
3. **YEA! Services.** YEA! shall provide assistance to the School in connection with School's hosting and operation of the Buffalo Believes<sup>SM</sup> program by providing those services listed on Schedule D hereto (as the same may be modified by YEA! from time to time, the "Services"). School acknowledges and agrees that those Services provided by YEA! to School and the other sites operating the Buffalo Believes<sup>SM</sup> program may be modified, enhanced, and in some instances reduced, from time to time in the ordinary course of YEA!'s business for the purpose of improving the operation of the Buffalo Believes<sup>SM</sup> program at multiple sites. YEA! shall provide such Services so as to enhance the opportunities for the successful operation of the Buffalo Believes<sup>SM</sup> program at the School and in a manner that helps to assure both a uniformly high quality of the Buffalo Believes<sup>SM</sup> program across all sites, and with reasonable and appropriate School -specific measures targeted to the operation of the Program at the Location.

IN WITNESS WHEREOF, YEA! and School have entered into this Agreement as of the date first above written.

THE YOUNG ENTREPRENEURS ACADEMY, INC.

[INSERT NAME OF SCHOOL]

By: \_\_\_\_\_  
Gayle B. Jagel, Founder & CEO

By: \_\_\_\_\_  
[Name, Title]



## Schedule A

### **School Commitments**

- Host all Buffalo Believes<sup>SM</sup> program classes and Buffalo Believes<sup>SM</sup> program events as reasonably requested by YEA!, including but not limited to a classroom and computer lab for student classes, larger space for orientation, an Investor Panel, and graduation for Buffalo Believes<sup>SM</sup> program participants. Event space with applicable AV for Parent/Student Orientation, the BIG Investor Panel Event (stage, microphones, projection screen, etc.), Graduation (rows of chairs, small stage or area for presentation of certificates).
- Designate (in consultation with YEA!) and support the Club Advisor/Instructor for the Buffalo Believes<sup>SM</sup> program operating at School's location, including assisting Club Advisor/Instructor in fulfilling the Club Advisor Duties (as described on Schedule E to this Agreement)
- Recruit School students for the Buffalo Believes<sup>SM</sup> program using YEA! approved student recruitment materials and methods in accordance with YEA! recruitment procedures, to recruit 30 students to the YEA! class.
- Either obtain a \$395 club fee from or on behalf of each participating student in each year of the Buffalo Believes<sup>SM</sup> program, which will be used to defray School's costs of operating the Buffalo Believes<sup>SM</sup> program. Or the school may elect to not collect a club fee from students and raise funds with in-school fundraising activities (PTA sponsorship, bake sales, etc.)
- Obtain required parental consents and send out all required parental notifications.
- In consultation with YEA!, participate in six field trips annually as part of the Buffalo Believes<sup>SM</sup> program, including providing round trip bus transportation.
- Use only the Buffalo Believes<sup>SM</sup> curriculum and materials provided by YEA! (School is not permitted to use additional or supplemental materials without the prior written consent of YEA! and any such approved materials becomes the property of YEA!).
- Print Buffalo Believes<sup>SM</sup> program curriculum and worksheets for all students and Advisor/Instructor Guides in format provided by YEA!
- Use YEA! and Sponsor logos on all electronic and paper materials relating to the operation of the Buffalo Believes<sup>SM</sup> program at the School.
- Permit YEA! and Sponsor to use School logos on their websites and in its Buffalo Believes<sup>SM</sup> specific promotional materials.
- Adhere to all appropriate safety procedures related to off-campus excursions, on campus and classroom activities, and other YEA! functions at the School, including but not limited to appropriate measures related to adult/minor interactions
- Submit to YEA! student rosters, budget worksheets, student photos, student liability forms.



**Schedule B**  
**YEA! Intellectual Property Acknowledgments**

As a condition to accepting School into YEA!s Buffalo Believes<sup>SM</sup> program, School acknowledges and agrees that:

(a) YEA! possesses and will continue to possess information that has been created, discovered or developed, or has otherwise become known to YEA! (including without limitation information created, discovered, developed or made known by or to School during the period of School's operation of the Buffalo Believes<sup>SM</sup> program), and/or in which property or other rights have been assigned or otherwise conveyed to YEA!, which information has commercial value in the business in which YEA! is engaged. All of the aforementioned information is hereinafter called "YEA! Proprietary Information." By way of illustration, but not limitation, YEA! Proprietary Information includes "Developments" (as herein defined), data and know-how, techniques, marketing plans and opportunities, cost and pricing data, strategies, forecasts and customer lists. By way of illustration, but not limitation, "Developments" includes developments, improvements, discoveries, trade secrets, technologies, processes, research, methods, procedures, designs, models, testing systems, research, uses of any of the foregoing, computer software and programs (including source code and related documentation), test and/or experimental data and results, specifications, drawings and technical information and materials.

(b) School shall not, directly or indirectly, during the term of this Agreement or at any time thereafter, disclose to any person, firm or corporation or use (except in the regular course of the Buffalo Believes<sup>SM</sup> program) any YEA! Proprietary Information of any type that it shall have acquired from YEA! in connection with School's operation of the Buffalo Believes<sup>SM</sup> program, unless such information (i) has first been published voluntarily and intentionally by YEA!, (ii) is in, or becomes part of, the public domain through no act or fault of School, (iii) was known to School on a non-confidential basis prior to the disclosure to School by YEA! or (iv) is subsequently disclosed to School by a third party that is not under an obligation of confidentiality to YEA! with respect to such information.

(c) All YEA! Proprietary Information is and shall remain the sole property of YEA! and its successors and assigns, which shall be the sole owner of all copyrights and other rights in connection therewith. School hereby assigns to YEA! any copyrights or trademark rights School may have or acquire in such YEA! Proprietary Information, and School agrees to take such action and sign such documents from time to time as YEA! reasonably requires to effect or confirm the assignment. At all times, both during the term of this Agreement and thereafter until such information becomes known to the public, School will keep in confidence and trust all YEA! Proprietary Information or anything relating to it, except as may be necessary in the ordinary course of School's operation of the Buffalo Believes<sup>SM</sup> program.

(d) All documents, records, apparatus, equipment and other physical property, whether or not pertaining to YEA! Proprietary Information, furnished to School by YEA! and all program-related documents and records produced by School or others in connection with School's operation of the Buffalo Believes<sup>SM</sup> program shall be and remain the sole property of the YEA! School will return and deliver such property to YEA! as and when requested by YEA!, and in any event upon termination or expiration of this Agreement. Copies of documents and records may be kept to the extent required by law, but shall be kept completely confidential to the same extent as other YEA! Proprietary Information.

(e) School will disclose to YEA! all improvements, formulas, processes, techniques, know-how and data, whether or not subject to copyright protection, made or conceived or reduced to practice or learned by School, either alone or jointly with others, related to or arising out of School's operation of the Buffalo Believes<sup>SM</sup> program which are related to or useful in the business of YEA! (all said improvements, formulas, processes, techniques, know-how and data shall be hereinafter collectively called "Improvements").

(f) All Improvements shall be the sole property of YEA! and its assigns, and YEA! and its assigns shall be the sole owner of all copyrights and trademark rights in connection therewith. School hereby assigns to YEA! any rights School may acquire in such Improvements. School further agrees as to all such Improvements, to assist YEA! in every reasonable manner (but at YEA!'s expense) to obtain, and from time to time endorse, appropriate protections on said Improvements in any and all countries, and to that end School will execute all documents for use in applying for and obtaining such protections thereon and enforcing same, as YEA! may desire, together with any assignments thereof to YEA! or persons designated by it. School's obligations in this regard shall continue beyond the termination of this Agreement.

(g) School will not, during the term of this Agreement or for a period of three (3) years after the termination of this Agreement, create or operate a program or class for middle and high school students that is substantially similar to the Buffalo Believes<sup>SM</sup> program, nor provide any classes or other offerings that include content substantially similar to that provided in the Buffalo Believes<sup>SM</sup> program. The expiration of the limitations in this Section (g) shall not affect School's continuing obligations of confidentiality and non-use otherwise set forth in this Agreement.

(h) The provisions contained in this Acknowledgement as to the time periods, scope of activities, persons or entities affected, and territories restricted shall be deemed divisible so that, if any provision contained in this Acknowledgement is determined to be invalid or unenforceable, such provisions shall be deemed modified so as to be valid and enforceable to the full extent lawfully permitted.

(i) School acknowledges that the provisions of this Acknowledgement are reasonable and necessary for the protection of YEA!, that, but for these provisions YEA! would not permit the School to participate in the Buffalo Believes<sup>SM</sup> program or provide it with any related materials or other Proprietary Information, and that YEA! will be irrevocably damaged if such covenants are not specifically enforced. Accordingly, School agrees that YEA! will be entitled to injunctive relief for the purpose of restraining the School from violating such covenants in addition to any other relief to which YEA! may be entitled.

(j) YEA! and School each encourage the entrepreneurial aim of the Buffalo Believes<sup>SM</sup> program and therefore neither will make any claim to or seek to acquire ownership of any portion of the businesses or social movements developed by students during their participation in the Buffalo Believes<sup>SM</sup> program at the School, including without limitation any intellectual property relating thereto.



# Strategic School Funding Plan - YEA! Buffalo 6 Year Plan 2016 - 2021

## The Young Entrepreneurs Academy School Budget

At the Young Entrepreneurs Academy we practice what we teach, this initiative is designed to be self-sustaining. Schools that are awarded the YEA! Buffalo Believes grant funding receive support in launching an entrepreneurial endeavor to embed entrepreneurial thinking into the culture of Buffalo schools. The 3-year grant covers the cost of the curriculum, materials, student books, teacher training, lesson plans, events, and student business seed funding in years one, two and a portion in year three. By collecting a nominal 'student fee' your school will raise the funding needed to continue the program beyond the grant funding period. In a word, the Young Entrepreneurs Academy Buffalo Believes initiative is entrepreneurial! Add a world-class, national, college scholarship opportunity and nationally recognized entrepreneurship education to your school offerings.

	2016	2017	2018	2019	2020	2021
<b>Student Seed Funding</b>	<b>\$17,500 Grant Funded over 3 years</b>			<b>School Funded</b>		
Students in each YEA! class will pitch their business idea to a panel of top business leaders for real funding and an opportunity to win college scholarships.	\$5,000	\$5,000	\$2,500	\$5,000	\$5,000	\$5,000
			\$2,500			
<b>Young Entrepreneurs Academy Program Materials</b>				<b>School Funded</b>		
• All student materials: books, supplies, t-shirts, ID Badges included						
• Teacher at each school receives full training, all curriculum, teaching tools and lesson plans from YEA! • All Academy processes, media support, social media provided	\$3,850	\$3,850	\$3,850	\$3,850	\$3,850	\$3,850
• All signature event materials provided						
• Launch Training & Initial Program Management	\$1,150					
<b>In-School Teachers or After-school Club Advisors</b>				<b>School Funded</b>		
• Existing teachers, provided by school district (may be a volunteer)	\$1,600	\$1,600	\$1,600	\$1,600	\$1,600	\$1,600
<b>Transportation</b>				<b>School Funded</b>		
• Field trip transportation for 6 trips per class location, in-kind sponsorship provided by school district. (may be donated)	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200
<b>Event Refreshments &amp; Pizza Party</b>				<b>School Funded</b>		
• Cheese & Crackers, Bagels and Juice, and Pizza & Soda for Student events	\$200	\$200	\$200	\$200	\$200	\$200
• School may secure sponsor or PTSA funded						
<b>Total School Funded Expenses</b>	<b>\$3,000</b>	<b>\$6,850</b>	<b>\$9,350</b>	<b>\$11,850</b>	<b>\$11,850</b>	<b>\$11,850</b>

### Program Revenue Generated and Retained by School

Student Fee (collected and retained by school) includes field trip transportation, innovator competition, selected finalists competition fee, travel, and accommodation at national final competition event, seed funding for student businesses. \$395 Club Fee x 30 Students = \$11,850	\$11,850	\$11,850	\$11,850	\$11,850	\$11,850	\$11,850
Optional Fundraising Activities exist for students who can not cover their own club fee						
<b>Total Revenue to School</b>	<b>\$11,850</b>	<b>\$11,850</b>	<b>\$11,850</b>	<b>\$11,850</b>	<b>\$11,850</b>	<b>\$11,850</b>
Carry Over from previous year	\$0	\$8,850	\$13,850	\$16,350	\$16,350	\$16,350
<b>Total Surplus for School</b>	<b>\$8,850</b>	<b>\$13,850</b>	<b>\$16,350</b>	<b>\$16,350</b>	<b>\$16,350</b>	<b>\$16,350</b>



## **Schedule D**

### **Services Provided by YEA!**

- Provide Buffalo Believes<sup>SM</sup> curriculum, planning guide, and instructor's guide.
- Provide web-based training and group teleconferences for Buffalo Believes<sup>SM</sup> Club Advisors/Instructor and to coordinate program operations
- Include event checklists and timelines.
- Coordinate field trips that reinforce in-class learning.
- Provide a list of guest speaker topics and ways to incorporate mentor involvement.
- Provide electronic invitation templates to investor panel, trade show and graduation events.
- Provide informational materials for marketing to students, and parents.
- Provide pre- and post-survey forms online.
- Provide reasonable technical program support via phone & e-mail during the Term of the Agreement.
- Provide recognition for School on YEA! Buffalo Believes<sup>SM</sup> website.
- Provide site-specific student applications, event materials and event signage for the sponsored Buffalo Believes<sup>SM</sup> location.

**Schedule E**

**YEA! CLUB ADVISOR JOB DESCRIPTION**

YEA! is a groundbreaking and exciting entrepreneurship program that transforms middle and high school students into real, confident entrepreneurs. Through the program, students in grades 6-12 generate business ideas, conduct market research, write business plans, pitch to a panel of investors, get real funding and launch their own REAL companies.

The year-long YEA! curriculum is broken up into three segments; "The Big Idea" where students generate their business concept and ideas, "The Business Plan & Pitch" where they complete professional business plans and pitch them for real funding, and "The Launch" where students perfect their services, create their products, and get their first customers at the Trade Show Event.

Every segment will feature guest speakers and field trips to solidify the learning that will go on in the classroom. You, as the Club Advisor, along with the business people in your community, will deliver the exciting YEA! tested material, and get students excited about the power of entrepreneurship! Students will learn how to think outside of the box, how to write a rough draft of a business plan, and how to begin transforming their passions and interests into real companies!

The team at YEA! Inc. will arrange for great guest speakers and field trip visits that will assist you and other classroom guests in delivering industry-specific content to the students.

**Primary Role:** The YEA! Club Advisor is responsible for the successful operation of the YEA! class. Typical duties and responsibilities:

**Student Recruitment and Selection**

- Market the opportunity and benefits to students
- Interview prospective YEA! students
- Review student applications and make student admissions decisions
- Promote YEA! events to the school community

**Manage the Classroom & Academic Activity**

- Attend after-school classes during the 30-week academic year (class is 3 hours including fieldtrips)
- Provide assistance to the guest lecturers and mentors in class, and take attendance, distribute student materials, etc.
- Manage all weekly parent/student communication

A 3-5 hour weekly time commitment is estimated for this role. Complete training is provided. The ideal candidate is a dynamic, go-getter who has the ability to reach goals with enthusiasm! A positive, high-energy personality with a make-it-happen attitude is who we are looking for.

**Qualifications:**

- Sales, marketing, fundraising, publicity and media experience
- Strong administrative skills
- Training and presentation experience strongly preferred
- Enthusiastic, high energy, positive, "people person"
- Professional, makes a great impression



## THE YOUNG ENTREPRENEURS ACADEMY CLUB ADVISOR CONFIDENTIALITY AGREEMENT

The Young Entrepreneurs Academy, Inc. ("YEA!") has valuable confidential and proprietary information that is vital to its continued success, as do all students (each a "Student") in YEA!'s program to learn how to start and launch their own real enterprise (the "Program"). The protection of that information allows and enhances the ability of YEA! and each Student to succeed. Therefore, as a condition to your participation in the Program, either as a Club Advisor, Instructor, or Mentor, you agree to be bound by this agreement.

I acknowledge and agree, as a condition to participating in the Young Entrepreneurs Academy (YEA!) class, that all YEA! materials including, without limitation, the YEA! course curriculum, the YEA! program package, all documents, drawings, graphs, models, sketches, designs, lists and other information furnished to me by YEA or which are designated in writing to be the property of YEA!, and all copies thereof, are owned by the Young Entrepreneurs Academy, Inc. and may not be duplicated, shared, distributed, sold or otherwise used, except (i) for the purpose for which it is intended by YEA!, or (ii) for any other purpose YEA! may hereafter authorize in writing. I understand and agree that any enhancements to any YEA! materials that I create become the property of the Young Entrepreneurs Academy, Inc.

I acknowledge and agree, as a condition to participating in the YEA! class, that all ideas and materials created by YEA! students are the sole property of the students.

You agree not to disclose, discuss or use any confidential or proprietary information, or trade secrets of, or your efforts on behalf of, YEA! or the Program without the prior written consent of YEA!. All YEA! confidential information shall remain the property of YEA!. You agree not to disclose, discuss or use any confidential or proprietary information, or trade secrets of, or your efforts on behalf of, any Student without the prior written consent of that Student. All Student confidential information shall remain the property of that Student. You agree to protect all YEA! or Consultant information that you have learned or to which you may have access. Examples of the protected information include: business ideas, methods, know-how, discoveries, processes, ingredients, formulas, cultures, systems, plans, strategies, products, suppliers, customers and personnel.

You agree that the only permitted use of any confidential or proprietary information of YEA! or any Student is for the benefit of YEA! or such Student, and only in furtherance of the Program and its objectives.

The prohibition against disclosure or use of information protected by this agreement continues after completion of the Program and the cessation of your involvement in it and survives for 6 years thereafter. Upon completion of the Program, you must promptly deliver to YEA! all documents and materials of any nature pertaining to YEA!, the Program or any Student you have in your possession.

This Agreement will be governed by and construed in accordance with the internal laws of the State of New York without regard to the choice of law provisions thereof, whether common law or statutory. Any dispute arising out of or relating to this Agreement shall be exclusively submitted to the Federal or state courts located in Monroe County, New York. The undersigned agree to submit to the jurisdiction of such courts and waives any claims related to personal jurisdiction and venue.

I understand that YEA! is relying upon my promises as a condition to providing me with YEA! training and materials permitting me to volunteer or work for the YEA! program.

I agree to adhere to all local laws and school district policies. I understand and agree to all emergency and evacuation procedures.

I HAVE READ THE ABOVE AGREEMENT, HAVE HAD THE OPPORTUNITY TO ASK QUESTIONS ABOUT IT, AND UNDERSTAND ITS TERMS. I ACKNOWLEDGE THE AGREEMENT'S IMPORTANCE TO YEA!, THE PROGRAM AND EACH STUDENT AND AGREE TO BE BOUND BY IT.

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_



Date: \_\_\_\_\_

Gayle B. Jagel,  
Founder & CEO, The Young Entrepreneurs Academy, Inc.  
*The Young Entrepreneurs Academy, Inc.*