

## **Contractual Agreement:**

This agreement “ Agreement ” is a contract between Philoptima, llc, (“Philoptima”, “us” or “we”) and you (“you”, “Nonprofit”) together with the Terms of Use, Privacy Notice, and Copyright Notice (collectively “Policies”) which govern your use of the Philoptima.org and PhiloptimaResources.org websites (collectively “website”, or “websites”) and the related products and services we offer through these websites (collectively “Process”). If you represent a company, partnership, collaboration, or firm of individuals, “you”, “Nonprofit”, refers to you individually and to all others using or gaining access to this Process as a whole.

## **Updates and Changes :**

Philoptima reserves the sole right and discretion to change, modify, update, add, delete, improve, correct, or amend portions or all of this Process and/or this Agreement at any time without notice and your continued use of this website after we post changes to the site or to this Agreement means that you accept those changes. We will continue to change and add to the Process and any and all such changes will apply to this Agreement.

## **General Description :**

There are five parts to this Agreement including

1. [Become An Implementation Team Member](#)
2. [Submit An Implementation Plan](#)
3. [Submit An Unfunded Design Prize](#)
4. [Acceptance](#)
5. [Other.](#)

A short, general description of each part follows.

**Become An Implementation Team Member :** To join the Nonprofit Implementation Team, you must first review and accept this Nonprofit Participation Agreement. Next, you must complete and submit an application form to create a secure work folder and to view Open Implementation Prizes or to submit responses. After you join, we grant you a temporary non-exclusive license to access and use the Process.

Your application is received and examined by Philoptima during which time you are in a probationary period and may use the Process to open a secure password protected work folder and begin drafting an Implementation Plan Submission Form or an Unfunded Design Prize Form. If you are accepted as a Nonprofit, you will give an exclusive option any Prize Maker with an Open Implementation Prize to acquire the rights to any proposals for implementation that you submit in response to a Prize.

- **Become A Member of the Nonprofit Implementation Team:**

The Process contains an application form for your completion and submission as a first step in becoming a member of the Philoptima Nonprofit Implementation Team (“NIT” or “Team”). By submitting your online application, you agree to the terms and conditions of this Agreement and of the Process. We reserve the right to reject your application for any reason in our sole discretion. If you submit an Unfunded Design Prize (“UDP”), we reserve and you understand that it is our sole right to assign, limit, or expand the discipline(s) categories to which your UDP is assigned in the Process. There is no limit to the complexity of the UDP you may describe and submit, however, Philoptima is under no obligation to review, post, or accept your submission. In some instances, you may be asked by Philoptima to agree to different terms specifically suggested by the size, nature, or terms of the UDP or Plan that you submit.

After we receive a satisfactorily completed application, you will be granted temporary privileges to open a password protected account and work folder on our website to begin writing the your response to an Open Implementation Prize or a UDP. This website contains forms for both types of submission to help guide you as you develop your Proposals. Philoptima grants you a temporary non-exclusive license during this probationary period to access and use the Process subject to this Agreement and the other terms and conditions making up the Process. Philoptima will review your application and, in our sole discretion, accept or reject your application to become a member of the Team.

If you are responding to a posted Implementation Plan Prize on our website, our Researchers and members of the Philoptima Faculty have previously agreed that every proposal (the “Proposal”) which they submit to Philoptima and the Prize Maker includes all intellectual property related to the development of their Design Prize Proposal which served (in whole or in part) as the basis for the development of the Implementation Plan Prize to which you are responding.

By applying to become an NIT member, you understand and agree that you are granting Philoptima an exclusive option (the “Option”) for up to one-hundred-eighty (180) days following your submission of a UDP or the expiration of the Deadline for an open Implementation Prize to which you are responding. During the Option window, the Prize Maker has the sole right to acquire exclusive ownership of any Implementation Plan(s) or UDP that you submit. The Prize Maker will receive these exclusive rights from us after Philoptima pays you an Award (the “Award”) which is the amount equal to the posted Implementation Plan Prize deposited with Philoptima by the Prize Maker less our fees and charges in U.S. currency as described herein.

By submitting an Implementation Plan or a UDP (“Proposal) to Philoptima, you agree to transfer ownership to Philoptima of all intellectual property related to the development of your submission including but not limited to any work, drafts, ideas, inventions, experiments, discoveries, processes and improvements, computer programs, specifications, operating instructions, notes, and all other documentation (whether or not patentable, published, or recorded) which was created, conceived, or first reduced to practice by you, acting alone or with others, in connection with the development of your Proposal. At the option of Philoptima and/or the Prize Maker, you may be asked to

produce all such material related to the development of your Proposal in the event it is selected as a prize-winning Proposal by the Prize Maker and an Award is paid to you.

**Submit An Implementation Plan :** In order to submit a proposed Implementation Plan to a Prize Maker who sponsors an Open Implementation Prize, you must complete our Implementation Plan Submission Form in preparation for posting it on our website(s).

- Submit An Implementation Plan:

Only a Philoptima Team member can submit an Implementation Plan (“Plan”) in response to an open Implementation Prize on this website. You agree to submit all proposed Plans to Philoptima using the Implementation Plan Submission Form (the “Form”). You understand that you may attach additional material in PDF form to help describe the Plan. To qualify for posting on this website(s) your submissions must be received prior to the expiration of the specific Deadline associated with the Implementation Plan Prize to which you are responding and you understand that late submissions will not be posted to the Prize Maker.

You understand and agree that we are under no obligation to post every submission from you or any other member of the Team nor are we under any obligation to forward to the Prize Maker every Plan submitted by members of the Philoptima NIT in response to a Prize. We will make reasonable efforts to post Plans and to transmit to the Prize Maker what we consider to be relevant submissions, however, nothing in this Agreement or this Process will be constructed to require us to post every submission or all parts of a submission or to transmit every Plan or any or all of related material to a Prize Maker. We may, but are not required to, edit, filter, or review your Plan submission and any associated material as part of the Philoptima Process.

By submitting an Implementation Plan to Philoptima, you are agreeing to provide reasonable assistance to us to facilitate our understanding of the Plan and to provide additional information concerning the Plan to Philoptima at our request. By becoming a Philoptima NIT member and by posting a Plan, you agree that our exclusive rights mean that you will not use any material taken from or conceptually arising from a Plan you have submitted in response to a Prize for any purpose until such time as the Prize Maker selects a winning Plan and we pay an Award to you which consists of the posted Prize value less our fees. After we pay you an Award, if we do, you understand and agree that the Prize Maker will exclusively own all rights (including patents, trade marks, copyrights, and service marks specific to the Plan) to the winning Plan and that you may not use all or any part or any derivative there from without the written permission of the Prize Maker.

In addition to the winning Plan, the Prize Maker may purchase the rights to any rejected Plan or UDP submitted by a Team member so long as such purchase occurs during the Option period. Without additional compensation equal to the original posted Prize which was paid as an Award to the winning Team member, the Prize Maker understands and agrees that all rights to Plans or UDPs that the Prize Maker rejects will revert to the proposing Team member after expiration of the Option period.

The Prize Maker has further agreed not to disclose any rejected Plan to third parties or to grant or assign or transfer any rights to a third party to use rejected Plans or UDPs

submitted by you to the Prize Maker for any purpose including the application for patents or for similar intellectual property rights. The Prize Maker has expressly agreed that any agreements he/she might have made or makes with third parties that use or rely on the contents of any rejected submission are null and unenforceable as to Philoptima and/or the Team member and our rights may be enforced by us as to third parties. The Prize Maker has also agreed that he/she is prohibited from using any part of a submitted but rejected Plan or UDP or disclosing to or granting or assigning or transferring any rights taken from any rejected submission to third parties for any use including for the application for patents or similar intellectual property rights.

**Submit An Unfunded Design Prize :** If you do not see an Open Implementation Prize that fits your nonprofit's skills or geography, you may wish to design your own unfunded prize and submit it to Prize Makers for viewing and possible funding. To submit an Unfunded Design Prize, you must complete our form "Unfunded Design Prize Form" and submit it to Philoptima along with supporting material of your choosing in PDF form. We will consider posting your suggested prize to our site for grant makers and other funders and Prize Makers to review for possible adoption. You understand that Unfunded Design Prize Proposals that fail to attract the support of a Prize Maker are routinely culled from our site without any obligation on our part to notify you.

- **Submit An Unfunded Design Prize:**

You may not find an open Implementation Prize that fits your nonprofit organization's skill set or geography. In such case, as a Team member, you may create and submit an Unfunded Design Prize ("UDP") as a suggestion for Prize Makers to consider. Only a Philoptima Team member can submit a UDP for Prize Makers to view on this website. You agree to submit all proposed UDPs to Philoptima using the UDP Submission Form (the "Form"). You understand that you may attach additional material in PDF form to help describe the UDP.

You understand and agree that we are under no obligation to post every submission from you or any other member of the Team nor are we under any obligation to forward to the Prize Maker every UDP submitted by members of the Philoptima NIT in response to a Prize. We will make reasonable efforts to post UDPs and to transmit to the Prize Maker what we consider to be relevant submissions, however, nothing in this Agreement or this Process will be constructed to require us to post every submission or all parts of a submission or to transmit every UDP or any or all of related material to a Prize Maker. We may, but are not required to, edit, filter, or review your UDP submission and any associated material as part of the Philoptima Process.

By submitting an UDP to Philoptima, you are agreeing to provide reasonable assistance to us to facilitate our understanding of the UDP and to provide additional information concerning the UDP to Philoptima at our request. By becoming a Philoptima NIT member and by posting a UDP, you agree that our exclusive rights mean that you will not use any material taken from or conceptually arising from a UDP you have submitted in response to a Prize for any purpose until such time as the Prize Maker selects a winning UDP and we pay an Award to you which consists of the posted Prize value less our fees. After we pay you an Award, if we do, you understand and agree that the Prize Maker will

exclusively own all rights (including patents, trade marks, copyrights, and service marks specific to the UDP) to the winning UDP and that you may not use all or any part or any derivative there from without the written permission of the Prize Maker.

In addition to selecting a UDP to fund for a Design Prize, the Prize Maker may purchase the rights to any UDP submitted by a Team member so long as such purchase occurs during the Option period of the subsequent Design Prize process. Without additional compensation equal to the posted Prize associated with the UDP which was paid as an Award to the winning Team member, the Prize Maker understands and agrees that all rights to UDPs that the Prize Maker rejects will revert to the proposing Team member. The Prize Maker has further agreed not to disclose any rejected UDP to third parties or to grant or assign or transfer any rights to a third party to use rejected UDPs submitted by you to the Prize Maker for any purpose including the application for patents or for similar intellectual property rights. The Prize Maker has expressly agreed that any agreements he/she might have made or makes with third parties that use or rely on the contents of any rejected submission are null and unenforceable as to Philoptima and/or the Team member and our rights may be enforced by us as to third parties. The Prize Maker has also agreed that he/she is prohibited from using any part of a submitted but rejected UDP or disclosing to or granting or assigning or transferring any rights taken from any rejected submission to third parties for any use including for the application for patents or similar intellectual property rights.

**Acceptance :** If your nonprofit is accepted as a member of the Philoptima Nonprofit Implementation Team, you understand and agree that neither Philoptima nor any Prize Maker is obligated to post, review, or accept, your Implementation Plan Proposals. You agree that Philoptima will be exclusively assigned all of the intellectual property rights to any and every Implementation Plan Proposal that you submit until or unless your Proposal is rejected or accepted as a winning Plan by a Prize Maker and an Award is paid to you. Between the Prize Deadline and the issuance of an Award, if any, you agree to grant an exclusive option to purchase all rights to your Proposal to the Prize Maker for up to 180 days. During the option period, the Prize Maker may purchase all rights and ownership in your Proposal by releasing Philoptima to pay you an Award. If your Proposal is rejected, or if the option period expires without action by Philoptima to pay an Award, all rights accrue to you.

- Acceptance :

Prior to the end of the Option, we will inform you, if your submission has been chosen as a winning solution by a Prize Maker. This means that the Prize Maker has accepted your submission as meeting the essential criteria, terms, and conditions of the Implementation Plan Prize posted on this website and has been chosen as the winning Plan. Acceptance of a winning Plan is the sole and exclusive purview and authority of the Prize Maker. We and you understand that not every submission that meets the criteria of the Prize will be selected as a winning solution.

If the Prize Maker does not accept your submission as the winning Plan with respect to a posted Prize within the Option term, you understand that our exclusive rights to your submission will terminate and revert to you.

If the Prize Maker selects your submission as a winning solution to a posted

Implementation Plan Prize, Philoptima will pay to you an Award which shall be an amount equal to the value of the posted Prize less Philoptima fees and charges in U.S. currency. In return for payment of the Award, you agree that the Prize Maker acquires exclusive ownership of the winning Plan and that you relinquish and deny having any further ownership rights to the Plan. You understand that Philoptima retains all income, dividends, interest, or other earnings above the corpus of the prize (“Interest”) held in trust by Philoptima from the date it is deposited with Philoptima to the date of payment of an Award if any. Philoptima keeps all Interest regardless of the decision of the Prize Maker to accept a submission as a winning Plan to a posted Prize or to reject any or all submissions. In the event all submitted Proposals are rejected, the full corpus of the Prize on deposit with Philoptima is returned to the Prize Maker or may be directed by the Prize Maker to a revised Prize, a new Prize, or to an adopted UDP to form a new Prize. Philoptima fees and charges are deducted from the Prize on a sliding scale as noted below unless a different fee structure is negotiated with the Prize Maker for particularly large or complex prizes. The resultant Award is paid to the submitting Team member.

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Prize Range

Philoptima Fee

Award Range

1

\$5,000 - \$10,000

10%

\$4,500 - \$9,000

2

\$10,001 - \$25,000

9%

\$9,100 - \$22,750

3

\$25,001 - \$50,000

8%

\$23,000 - \$46,000

4

\$50,001 - \$75,000

7%

\$46,500 - \$69,750

5

\$75,001 - \$100,000

6%

\$70,500 - \$94,000

6

\$100,001 or more

5%

\$95,000 or more

You understand and agree that when a Prize Maker accepts a submission as the winning Plan in response to a posted Prize and we pay an Award to the Team member, all rights, title, and interests in and to the winning Proposal will be owned exclusively by the Prize Maker and that you will retain no rights to the submission thereafter. In the event that the rights to the Proposal cannot be conveyed under statutory law to Philoptima or the Prize Maker, you agree to grant to Philoptima a worldwide, exclusive, perpetual, royalty-free right and license to the Plan or any component part thereof which Philoptima may transfer, sell, or convey by gift or donation to the Prize Maker after we pay the Award. You also agree during the term of this Agreement or any time thereafter as regards a winning or purchased Plan or UDP, without any further compensation, to cooperate in good faith with Philoptima and to execute all papers and do all things necessary to ensure that Philoptima and the Prize Maker acquire the full rights to all intellectual property embodied in your submission(s). If, at our request, you encounter additional out-of-pocket expenses to carry out the timely transfer of all intellectual rights, Philoptima will reimburse you and charge such additional incidental costs to the Prize Maker which the Prize Maker has agreed to reimburse to Philoptima.

You understand and agree that we will release your identity to the Prize Maker winning after we pay to you the Award so that you and the Prize Maker may continue a dialogue about design measures, implementation, evaluation, impact, etc. We make no claims on

any future relationships between you and the Prize Maker or any member of the Philoptima Faculty. The Prize Maker is under no obligation to actually implement your Plan in whole or in part after paying you the Award and gaining all ownership rights to your submission(s).

**Other:** In this section of the Agreement, we describe payments, warranties, confidentiality, termination, liability, indemnification, dispute resolution, and other general provisions.

- Other :
  - **Payments.** Philoptima will pay the Award to the winning NIT member within 45 days of the date the Prize Maker accepts your Plan as the winning solution to a posted Prize and after we have completed our legal due diligence if any which may extend beyond the 45 day payment target. The Award will be paid in U.S. currency or in the local currency of the Prize Maker in equivalent value based on the foreign exchange rate in effect on the date of the disbursement of the Award by Philoptima at our option. We will pay the Award only to the registered NIT member who submitted the Plan and we have notified all members of the Team that neither we nor the Prize Maker are responsible to make payments to any associates, partners, employees, or other third parties claiming to have participated with you in development of the winning Plan. As the Awardee, you are solely responsible for reporting and payment of any and all local, state, or national taxes incurred from our payment of the Award to you.
  - **Warranties & Representations.** By using this website(s) and submitting your Plan or UDP, you represent and warrant if you are an employee or agent of another person or company, that you have the authority to enter into this Agreement on behalf of that person or entity. You also represent that all information provided by you regarding your application to become a Philoptima NIT member or as regards the submission of your Plan or UDP statements are true, accurate, current, and complete to the best of your knowledge. You are hereby agreeing to keep your contact information current and to update our files in order to keep our information about you current and true. In the event that we or the Prize Maker are enjoined from using the winning Plan or any portion thereof for any reason, you agree to promptly, your expense (including but not limited to disgorging royalties) provide a non-infringing means of using the winning Plan, to negotiate and procure for the Prize Maker the right to use the Plan without restriction, or to refund any portion of or all of the Award if you are unable or unwilling to secure a non-infringing means of use for the Prize Maker at your sole option.
  - **Confidentiality.** During the term of this Agreement and at all times thereafter, you agree to not disclose to any third party any confidential information about which you become aware as a result of the Philoptima Process without our express, written authorization. Confidential Information includes all information set forth in the password-protected sections of this website(s) and used in this Agreement or in our Process. Philoptima will be bound to the same level of confidentiality for all material submitted by you in the form of your Application, Plan, or UDP statement(s)

unless the material made the basis for a claim of breach was known to us previously, independently created by other members of the Philoptima Faculty or community of Prize Makers with no access to your information, or was known to the public. Nothing in this Agreement shall prevent a Faculty, NIT, or Prize Maker member from using material for this or another Prize that was independently developed but which overlaps material separately submitted by you or is included in your winning Plan.

- **Termination.** Philoptima may terminate your access to the secure sections of our website(s) or to the Process or to any or all of your work folders or password-protected sections of this site without any prior notice in our sole discretion. We are under no obligation to notify you or any third party of our termination of your privileges to access or use the secure elements of the Process or website(s). We will not be responsible for any damages or consequences arising from our termination of your use of our website or of the Process. If we terminate the use of the Process by a NIT member during an Option period and his/her Plan was selected by the Prize Maker as a winning Proposal, then payment of an Award to the respective NIT member will be made after he/she has assigned and transferred all rights as described herein.

You may terminate this Agreement at any time by notifying us by email of your decision to terminate your status as a member of the Team. You will not be entitled to any submitted material or rights after the date of termination except that during an Option period, if your submission(s) is selected as a winning Plan, we will pay you the associated Award after our fee has been deducted from the Prize and you have transferred all rights described herein. Termination of this Agreement automatically ends your rights and permission to use this site.

The rights and obligations of each party to this Agreement to the other party shall be considered terminated upon payment of an Award or upon notification by Philoptima that your submission Option has expired but in no event will our mutual obligations survive longer than twelve months after your submission of a Plan. You agree that without regard to any statute or law to the contrary, any claim or cause of action arising out of or related to the use of the Philoptima Process or website or from this Agreement must be filed in a court of proper jurisdiction within one (1) year after the claim or cause accrues or you will be forever barred.

- **Limitation of Liability.** We do not control and are not responsible for the actions of donors, grant makers, advertisers, nonprofit implementers, third-party websites linked to ours, visitors to our blog, users of the Process, or general visitors. We are not responsible for and do not guarantee the quality, accuracy, veracity, fitness of purpose, or legality of the Plan or UDP statement(s) you submit nor of any material submitted in response to your UDP posted on our site.

We do not guarantee that your use of our website or of the Process will be uninterrupted or error free, nor do we warrant the solutions, Proposals, Plans, or UDPs for any particular purpose or that any proposed or suggested impact or outcome will in fact be achieved.

- **Indemnification.** You agree to hold harmless and to indemnify Philoptima, our agents, employees, officers, and directors against any and all claims for damages,

costs, expenses, and liabilities including attorney fees and costs of litigation or defense arising out of or relating to (a) any breach or violation of any term of this Agreement or of the Process by you or others using your name and/or password, and (b) any claim for payment of all or any part of an Award or any other compensation we paid to a prize winner by their agents, employees, employers, partners, associates, contractors, or sub-contractors.

- **Your Risk.** You understand and agree that you are using our website(s) and the Philoptima Process at your sole risk. We provide the Process and site without any warranty of any kind, express or implied, including but not limited to any warranty of information, data, services, security, or uninterrupted access. We disclaim any and all warranties concerning the availability, accuracy, usefulness, or content of information in our Plan or UDP statements, solutions, or Process and of any title, infringement of merchantability, or of fitness for any particular purpose.

Philoptima, its directors, officers, employees, agents, faculty members, nonprofit implementers, nor its licensors shall be liable to you or to any third party for any compensatory, direct or indirect, incidental, special, or consequential damages arising from your access to or use of the Process or our website or for the inability to gain access to or use the Process or our website. Some states limit or exclude liability for consequential, incidental or special damages and, in such event, our liability is limited to the greatest extent permitted by law. In no event shall our liability under the terms of the Process or of this Agreement exceed the amount of any Prize paid by you under the terms of this Agreement. Termination of this Agreement is your sole right and remedy with respect to any dispute with Philoptima.

- **Dispute Resolution** Any dispute arising between you and Philoptima in connection with this Agreement or use of this web site shall be conducted in English and resolved in and constructed under the laws of the State of Louisiana, USA, without regard to any conflict of law provisions of any jurisdiction. Whenever possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable Louisiana law but if any provisions of this Agreement are held to be prohibited or invalid, such provision will be ineffective only to the extent of such prohibition or invalidity and without affect on the remainder of this Agreement or the terms of this Process which shall remain in full force.

- **General Provisions.** We jointly acknowledge and agree that any Faculty member or Prize Maker contributing to or posting a Prize shall be a third-party beneficiary of this Agreement and each of us shall have the right to assert and enforce the provisions of this Agreement directly on its own behalf. Nothing herein shall be constructed to establish a joint venture, agency, employment, or other business relationship between you and Philoptima or you and any Faculty member or Prize Maker.

Our failure or yours, to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision.

You agree that Philoptima has the right to assign this Agreement and to sublicense any and all of its rights under this Agreement. We may, at any time,

without advance notice and in our sole discretion, modify the various elements, content, and components on this site made a part of this Process and such modification will be effective immediately after being posted on the site and we are under no obligation to notify you of changes. Your continued use of this site or Process after a change is posted to the site constitutes your agreement with the changes.

By selecting the “Accept & Join” button at the bottom of this Agreement, you acknowledge that you have read, understood, and intend to be bound by all of the terms, conditions, and notices contained herein. As well as the terms, condition, and notices contained in the Philoptima Terms of Use, Privacy Policy, and Copyright Notices posted in various locations on the website just as if you had signed a paper copy of this Agreement. If you do not accept this Agreement, or the referenced policies of this Process, please click “Decline” and you will be returned to the public pages of the Philoptima site.

### **Definitions :**

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- **Award.** The amount of money paid to a member of the Philoptima Faculty or Nonprofit Implementation Team equal to the prize corpus less posting fees charged by Philoptima and described in the Participation Agreement.
- **Corpus.** The amount of money deposited with Philoptima for payment of an Award. The Corpus does not include interest, royalties, dividends, fees, or any other form of earnings generated from the deposit.
- **Design Prize.** The amount of money deposited by the Prize Maker from which is paid the Award for submission of a winning solution in the first phase of the Philoptima Process involving the Prize Maker and Faculty member(s).
- **Implementation Plan.** (also “Plan”) the plan proposed by a member of the Philoptima Nonprofit Implementation Team as a solution to and in response to a posted Implementation Prize.
- **Implementation Prize.** The amount of money deposited by the Prize Maker from which is paid the Award for submission of a winning implementation Plan in the second phase of the Philoptima Process involving the Prize Maker and members of the Nonprofit Implementation Team.
- **Interest.** The money earned on funds deposited by the Prize Maker and held in trust by Philoptima starting with the first day of the deposit and ending on midnight the day of payment of an Award.
- **Nonprofit Implementation Team.** (Also “NIT”, “Team”, or “Nonprofit”) A term to include each or all nonprofit organizations joining Philoptima and participating in the Process in order to respond to Implementation Prizes with a Program Plan posted by a Prize Maker in the second phase of the Process.
- **Option.** a maximum 180-day window starting the day following the expiration of a posted prize deadline during which the Prize Maker has an exclusive option to acquire ownership of all rights to a winning solution to a Design Prize or to a winning Implementation Plan.

- **Prize.** Either an Implementation or Design type fund deposited by a Prize Maker and held by Philoptima a portion of which is paid to winning Faculty or Nonprofit members in the form of Awards and a portion of which is retained by Philoptima as partial payment for services rendered.
- **Process.** A term used to describe the various collective parts of the Problem/Solution/Prize cycle to include Design Prizes and Implementation Prizes.
- **Proposal.** A submission of material or content from a member of the Philoptima Faculty or Nonprofit Team to Philoptima in response to a posted Design or Implementation Prize on the Philoptima website.