

Nano Startup Challenge in Cancer (NSC): Letter of Intent Form

This is the Letter of Intent Form (LOI) for Phase 0 of the Nano Startup Challenge in Cancer. The Team Leader of each team should fill out and submit one form for this challenge. The last day to submit your LOI is January 25th, 2016, but keep in mind that Phase 1 of the challenge will begin on January 15th, 2016.

Saving and Continuing your LOI: At the bottom right of every page there will be a "Submit and Save" button. If you are unfinished with the LOI you may submit your form early. Your form will be saved, and JotForm will send you an email confirming the submission along with an edit link for you to return to your form. *Note that the CAI will not consider your application complete until you answer all required questions (see Please Read below) and indicate a final submission (on the last question of the LOI).*

*NOTE: There are 7 pages total in the LOI Form. **Complete all pages.***

PLEASE READ: If any question is stated as **(Required)**, you must answer that question in order for your Letter of Intent to be considered complete and accepted into the Challenge.

If there are any unanswered **(Required)** questions by the deadline, your LOI will be **disqualified** and **rejected** from the Challenge.

Please email the challenge admin at Jonathan@thecenterforadvancinginnovation.org for any questions or concerns

Team Leader Name*

First Name Last Name

Please adhere to the following naming conventions. Please be 100% sure the rest of your team uses the same naming convention as your team leader and your LOI form:

Team Naming Convention:

'university' - 'team leader's initials'

e.g. "UCLA - GWB" (university: UCLA, team leader: Geoge W. Bush)

Team Leader's University*

Team Leader's Initials*

E-mail*

This will be your main email as a point of contact

Phone Number*



Overall Team Information

PLEASE READ: If any question is stated as **(Required)**, you must answer that question in order for your Letter of Intent to be considered complete and accepted into the Challenge.

If there are any unanswered **(Required)** questions by the deadline, your LOI will be **disqualified** and **rejected** from consideration.

6. (REQUIRED) Select Invention: More information on available NIH inventions can be found here: <http://www.nscsquared.org/inventions.html>

3rd Party Invention NIH Invention #1 - A novel lipid-based nanoparticle that carries drugs to be released on-demand for cancer treatment NIH Invention #2 - RNA nanoparticles and RNA/DNA chimeric nanoparticles comprising one or more functionalities for multiple disorders including cancer NIH Invention #3 - Nanocubes comprising DNA or RNA core with RNA or DNA hybrid duplex for RNA interference and gene silencing NIH Invention #4 - An apparatus containing microarray binding sensors for gene expression and nucleic acid binding assays NIH Invention #5 - A carbohydrate-encapsulated gold nanoparticle used to inhibit metastasis of cancer cells NIH Invention #6 - A nanoparticle complex containing a polymer substrate and Zn-DPA for siRNA and drug delivery targeting cancer

If you have chosen an invention outside of the NIH inventions provided by the Challenge, please fill out questions 7.a-q to complete your invention submission. More information on some of these questions can be found at <http://www.ncsquared.org/inventions.html>

Note that it is to the discretion of the Challenge Hosts to determine whether your team and invention fits the criteria for participating in this challenge.

Foundational Information

7.a (REQUIRED) Title of Invention

7.b (REQUIRED) Therapeutic Area

7.c (REQUIRED) Technology Category (choose at LEAST one)

Class I,II,III Device Class I,II,III Diagnostic Therapeutic Vaccine Platform IT

7.d (REQUIRED) Invention Overview

7.e (REQUIRED) Your team's future plans for the technology

7.f (REQUIRED) URL link to Invention Abstract

7.g (REQUIRED) URL links to Publications

7.h (REQUIRED) List of Inventors and Co-inventors (and Inventor Bios)



7.i (Optional) URL link to Patent Information

7.j (Optional) Current Funding for Technology (Dilutive/Non-dilutive)

Technology Criteria

7.k (REQUIRED) Stage of Invention (Note: we required the invention to be in the Pre-clinical phase or have at least a valid Proof-of-Concept to be considered for the challenge)

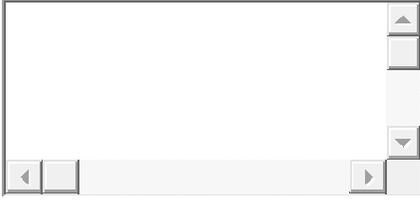
7.l (REQUIRED) Novelty and Differentiation (choose at LEAST one)

- A) Addresses multi-drug resistance B) Improved efficacy AND/OR Improved efficiency (e.g. faster) C) Improved specificity and safety D) Target specific group E) Better standard of care F) Personalized G) Strategic Priority (e.g. BVGH) H) Reduces recurrence I) Nothing exists to cure J) Easy to usediagnostic K) More affordable L) Unique Mechanism of Action AND/OR Unique Target M) Replaces technology coming off... N) Reduces economic burden of... O) Low investment in clinical... P) Addresses more than one indication

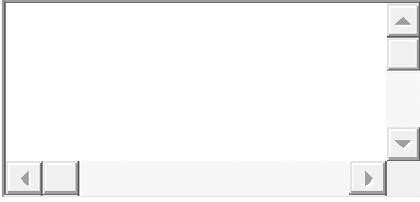
7.m (REQUIRED) Unmet Need



7.n (REQUIRED) Addressable Market and Growth Rate

An empty rectangular text box with a thin black border. It features a vertical scrollbar on the right side and a horizontal scrollbar at the bottom, both with standard arrow and track icons.

7.o (REQUIRED) Operational Feasibility

An empty rectangular text box with a thin black border. It features a vertical scrollbar on the right side and a horizontal scrollbar at the bottom, both with standard arrow and track icons.

7.p (REQUIRED) Financial Feasibility

An empty rectangular text box with a thin black border. It features a vertical scrollbar on the right side and a horizontal scrollbar at the bottom, both with standard arrow and track icons.

7.q (REQUIRED) Weaknesses

An empty rectangular text box with a thin black border. It features a vertical scrollbar on the right side and a horizontal scrollbar at the bottom, both with standard arrow and track icons.

Cumulative Team Experience

PLEASE READ: If any question is stated as **(Required)**, you must answer that question in order for your Letter of Intent to be considered complete and accepted into the Challenge.

If there are any unanswered **(Required)** questions by the deadline, your LOI will be **disqualified** and **rejected** from consideration.

Answer the following as diligently and completely as possible and keep these questions in mind for when you progress through the later phases of the Challenge.

You may skip any (Optional) questions. However, answering the questions will be beneficial to the overall evaluation of your Letter of Intent and will allow the Challenge moderators to more effectively assess the capabilities of your team.

For all questions, answer with respect to the biomedical and/or engineering industries.

8. (REQUIRED) Universities represented by your team



Please type the FULL NAME of each University

Startup Experience

9. (REQUIRED) Biomedical / Engineering Startup Experience - Include the following information: names of companies started, how long they were in business, and how they exited (if they have done so)



10. (REQUIRED) Enter the cumulative number of years your team members were with the startups (Note: your entrepreneur must have a minimum of 3 years)

11. (Optional) Experience 'exiting' a company by selling the company, merging with a company, etc. - Include the following information: which team members have this type of experience, what companies have been sold / merged and when, description of IPOs, etc.

Fundraising

12. (REQUIRED) Venture Capital Fundraising Experience (dilutive capital) - Include the following information: team members involved, amount of dilutive capital raised, time frame raised, and ability to secure future capital

13. (REQUIRED) Enter the total amount of dilutive capital your team has raised (whole number in USD)

14. (Optional) Does your team include members from venture organizations or related that could provide funding? Provide any additional information.

15. (Optional) Grant Fundraising (non-dilutive capital) - Include the following information: team members have this type of experience, how much non-dilutive capital has been raised, over what time frame, and ability to secure future grants or related funds

16. (Optional) Enter the total amount of non-dilutive capital your team has raised (whole number in USD)

R&D / Lifesciences Experience

17. (Optional) Post-doc or related Experience - Include the following information: which team members have this type of experience and the organizations with whom team members worked



18. (Optional) Enter the cumulative number of years your team members served as post-docs/scientists (enter a whole number)

19. (Optional) Relevant R&D, marketing, manufacturing and/or other operational experience related to the invention you have selected - Include the following information: which team members have this type of experience and how it relates to the invention the team has selected



Additional Collaborators

20. (REQUIRED) Please check all stakeholders and collaborators represented in your team - you can submit additional detailed information on the Stakeholders and Collaborators Forms, each optionally submitted with your team resumes

- Non-Profit Economic Development Key Opinion Leaders Patient Advocacy Groups
- VCs / PE / Angel Investors Federal Government / University Collaborators Pharma
- Collaborators Service Providers (CRO, CMO, law firms, accounting firms)

21. (REQUIRED) If your team is interested in this Challenge as an educational opportunity, which areas of learning are you most interested in?

- Business Planning Commercialization Planning and Execution Development Planning
- Financial Modeling Raising Dilutive/Non-Dilutive Capital Regulatory Strategy
- Research and Development Licensing and Negotiation

Required Attachments to the LOI Form

PLEASE READ the following before moving on to the Prize Allocation and CDA Agreements

For your application to be considered complete we require that you:

Complete this Letter of Intent Form

Have all team members (core team members, mentors and advisors) populate their individual CDAs
You can find the form here: <http://www.jotformpro.com/form/52446341191956>

Upload and Submit all of your team's Resumes, Stakeholder Engagement (optional), and Collaborators (optional)

Follow this link for Submission: <http://www.jotformpro.com/form/52455658427969>

Templates for optional attachments can be accessed by clicking on the following link.
<http://www.nscsquared.org/guidance.html>

REQUIRED ATTACHMENTS:

Resume for each team member

Resume's are limited to two (2) pages per team member. Please include a header on the top of each resume indicating what their role is on the team (e.g. Core Team Member, Mentor, Advisor, etc.)
Combine all resumes into **one file** and upload that one file to the form submission

OPTIONAL ATTACHMENTS (Please submit these with your Resumes):

Stakeholder Engagement Form

Additional information on your Collaborators - In order to add specific biomedical startup expertise team members, we encourage teams to collaborate with other universities, business entities, non profits, venture firms, etc. Here we would like a summary of these collaborators / collaborations.

(Follow this link for Submission: <http://www.jotformpro.com/form/52455658427969>)

Important information:

File Naming Convention: In order for reviewers to easily identify attachments, please use the following naming convention for files to be uploaded. Please be 100% sure to use the same naming convention as your team leader and your LOI form:

Team Naming Convention:

'university' - 'team leader's initials'

e.g. "UCLA - GWB" (university: UCLA, team leader: George W. Bush)

As noted above, where you have multiple documents for the same upload category, please combine all documents of a specific type into one document and upload that one document.

Please try to limit file size to 1-2MB per upload.

Communications Agreement

By entering the Nano Startup Challenge in Cancer, your team must maintain stable communication with the Challenge hosts throughout the challenge.

Your team must respond to any CAI request within **48 hours** and must provide information about your team quarterly. Failure to do so will result in negative action taken against your team.

(REQUIRED) By checking the following, my team demonstrates the acknowledgement of the communication requirements for the Challenge

I Agree

Start-up Creation Agreement

By entering the Nano Startup Challenge in Cancer, your team must have the intent of creating a startup in order to be accepted into the Challenge. If your team does not have plans to create a start-up, your team should not enter this Challenge.

(REQUIRED) By checking the following, my team demonstrates the intention of creating a startup for the Nano Startup Challenge in Cancer

I Agree

Equity Agreement

7.5% equity in every winning startup created out of this Challenge will be granted to one of the pharmaceutical companies supporting the Challenge. Detailed provisions for these terms will be completed at a later date.

(REQUIRED) By checking the following, my team acknowledges the terms for equity from winning this Challenge

I Agree

Prize Allocation Agreement

At the end of Phase 2: Business Plan, Challenge judges will put together their final evaluations and make the final decision for the winners on June 20th, 2016. Each Winner of this phase will receive the Nano Startup Challenge prize of \$2500 and will move on to the next phase of the challenge, the Startup Phase.

The \$2500 will be distributed by the Center of Advancing Innovation to the winning team's Team Leader. The prize will be in the form of one check paid to the order of the Team Leader.

It is the responsibility of the Team Leader to distribute the \$2500 prize to his/her teammates. The Center for Advancing Innovation and the National Institutes of Health hold no responsibility in allocating winnings besides to the winning teams' Team Leader.

Please check the box below to acknowledge receipt of this information.

(REQUIRED) By checking the following, you agree to be bound by the terms of this Agreement.

I Agree

Confidentiality Disclosure Agreement (CDA)

CONFIDENTIALITY AGREEMENT

This Click-Through Confidentiality Agreement (the "Agreement") is made and entered into by you ("Signatory") in connection with the Nanotechnology Start-Up Challenge for Cancer (the "Challenge") hosted by participating institutes of the National Institutes of Health and The Center for Advancing Innovation, Inc. (together the "Challenge Hosts"). By clicking "I AGREE" below, you as Signatory acknowledge that you have read and accepted the terms and conditions of this Agreement and that any agents, consultants, service providers, collaborators or third parties that are working with you have also read and accepted the terms and conditions of this Agreement. The Agreement is effective as of the date Signatory clicks the "I AGREE" checkbox and is effective until the end of the business plan phase.*

Signatory is a Challenge participant. Challenge participants are individuals participating in the Challenge including designated Challenge Team Leads, Challenge Team Members, Challenge Judges, Challenge Team Mentors, and Challenge Team Collaborators (e.g., University students, University faculty members with experience in the selected invention, venture capitalists). Challenge participants are also the Challenge Hosts and the aforementioned individuals' associated institution if and as required by such institution. The participating institutes of the NIH, CAI, Signatory and the other Challenge participants may sometimes be referred to herein collectively as the "Participants," and individually as a "Participant."

All Participants are required to agree to the terms of this Agreement as a condition to participation in the Challenge. Each Participant is acting and providing information in his or her individual capacity; no communications, including, but not limited to, discussions between Challenge Judges and Challenge Team Members, should be considered professional advice or representations on behalf of a Participant's employer. Further, each Participant agrees that the obligations under this Agreement do not extend to any individual, including those employed at a Participant's workplace, that has not received the information protected herein, and each Participant agrees that it will not seek to disqualify a Challenge Judge's law firm from representing a party adverse to a Participant in a matter in which the covered information is material to the representation, provided that any individuals at the law firm who received information protected herein would be screened off and would not participate in such representation.

Information sharing is fundamental to the attainment of the Challenge's goals of collaborative innovation among the Participants. However, information sharing during the time frame of the Challenge is for the limited purpose of creating business plans and live pitches, including commercialization plans, development plans, regulatory strategies, intellectual property strategies and such other deliverables as the Challenge Teams believe are critical for the business plan of the Challenge ("Purpose"). Details for the Challenge can be found at: www.NSCSquared.org

Accordingly, Signatory shall only use Confidential Information for the Purpose. In addition, Signatory agrees to keep all Confidential Information it receives directly or indirectly from any other Participant strictly confidential and, except as permitted herein, shall not disclose, reveal or share any portion of the Confidential Information to or with any individual or entity.

As used herein, “Confidential Information” means any and all information that is presented or disclosed by a Participant to any other Participant(s) in written, electronic, visual or oral form or in any other tangible medium during meetings, communications, or other information exchanges held in connection with the business plan of the Challenge. Confidential Information shall include, but not be limited to, unpublished data, research results, unpublished proprietary methods, financial/valuation models, business plans, business model canvases, theories, drawings and figures or visual depictions of research data or results regardless of format. Confidential Information also includes anything disclosed by a Participant (the “Disclosing Participant”) to another Participant that the Disclosing Participant marks in writing as “Confidential.”

“Confidential Information” shall not include, and the obligations contained herein shall not extend to, any part of the Confidential Information: (a) that can be demonstrated to have been in the public domain or publicly known at the time of disclosure; (b) that can be demonstrated to have been in the possession of or that can be demonstrated to have been readily available to Signatory from another source prior to the disclosure; (c) that becomes part of the public domain or publicly known by publication or otherwise, not due to any unauthorized act by Signatory; (d) that can be demonstrated as independently developed or acquired by Signatory without reference to or reliance upon such Confidential Information; or (e) that is required to be disclosed by law.

Signatory may share Confidential Information with its employees, contractors and volunteers who are under an obligation of confidentiality to Signatory and who have a need to review the Confidential Information in connection with Signatory’s Challenge duties and in furtherance of the Purpose. Signatory shall advise such individuals of the confidential nature of the Confidential Information and require that the Confidential Information be treated accordingly.

Signatory agrees to accept the Confidential Information and employ all reasonable efforts to keep the Confidential Information secret and confidential, such efforts to be no less than the degree of care employed by Signatory to preserve and safeguard its own confidential information.

Signatory acknowledges and agrees that neither this Agreement nor any disclosure hereunder shall be deemed, by implication, estoppel or otherwise, to vest in Signatory, as recipient, any license or other ownership rights to any Confidential Information Signatory receives hereunder including to any inventions, patents, know-how, trade secrets, trademarks or copyrights owned or controlled by the Disclosing Participant.

Signatory further acknowledges and agrees that should this Agreement be breached, all legal monetary and equitable relief remedies between the Participants of said breach are available and will include exclusion from the Challenge of the breaching Participant.

The obligation of confidentiality shall extend for a period of five (5) years from the date of the disclosure, unless the Disclosing Participant gives Signatory permission in writing to disclose the Confidential Information at an earlier date.

Each Challenge Host has agreed to and accepted the terms of this Agreement.

(REQUIRED) By checking the following, you agree to be bound by the terms of this Agreement.

I Agree

(REQUIRED) Is this your final submission of the Lol Form? (If no is selected, keep in mind you may return to this form to edit your Lol)

No, our team is still editing Yes, this is the final submission