

Freedom from Cancer Startup Challenge (FCSC):

Team Letter of Intent Form

This is the Letter of Intent Form (LOI) for Phase 0 of the Freedom from Cancer Startup Challenge. The Team Leader of each team should fill out and submit one form for this challenge. **The start up Phase 1 is October 18th, and the last date to submit an LOI is December 29th.**

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. Any issues receiving the edit link, contact the challenge admin. *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 be 100% sure the rest of your team uses the same naming convention as your team leader and your LOI form:

Name your team with a unique identifier or team name to differentiate your from others. CAI reserves the right to change your team name.

Team Name

E-mail

Phone Number

Input patent number of your chosen technology as shown on the website

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.

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 industries.

(REQUIRED) Universities and Organizations Represented by your team

Startup Experience

(REQUIRED) Biomedical Startup Experience - Include the following information: Team Member, Company Name, Duration, and Exit Result (if exited)

(REQUIRED) Enter the cumulative number of years your team members were with the startups (Note: your entrepreneurs should have a minimum of 3 years)

Fundraising

(REQUIRED) Venture Capital Fundraising Experience (dilutive capital) - Include the following information: Team Members, Amount Raised, Approx. Time

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

(REQUIRED) Grant Fundraising (non-dilutive capital) - Include the following information: Team Member, Amount Raised, Approx. Time

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

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

R&D / Lifesciences Experience

(Optional) Post-doc or related Life Sciences Experience - Include the following information: Team Members, Organizations

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

(Optional) Relevant clinical, marketing, manufacturing and/or other operational experience related to the invention you have selected - Include the following information: Organizations

Additional Collaborators

(REQUIRED) Please check all that apply to your team - you are required to represent your team - you can select each additional collaborator with your information on the Stakeholders and Collaborators Forms, each optionally submitted with your resumes

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

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:

- 1) Complete this Letter of Intent Form
- 2) Have all team members (core team members, mentors and advisors) populate their individual CDAs

You can find the form here: <https://form.jotformpro.com/71855567673976>

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

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

REQUIRED ATTACHMENTS:

- 1) Resume / LinkedIn / Detailed Bio 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):

- 1) Stakeholder Engagement Form
- 2) 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.

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 Name - Filetype

eg. Oncolinx - Resumes; CAI - Stakeholder Engagement; Whole Foods - Collaborators

* 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 Freedom from Cancer Startup Challenge, 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, I acknowledge the terms of the agreement and my team demonstrates the acknowledgement of the communication requirements for the Challenge

Start-up Creation Agreement

By entering the Freedom from Cancer Startup Challenge, 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, I acknowledge the terms of the agreement and my team demonstrates the intent of creating a startup for the Freedom from Cancer Startup Challenge

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. Each Winner of this phase will receive the 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 \$2000 prize to his/her teammates. The Center for Advancing Innovation holds 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, I acknowledge the terms of the agreement and you agree to be bound by the terms of this Agreement.

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 Freedom from Cancer Startup Challenge (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 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: <http://www.freedomfromcancerchallenge.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 three (3) 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, I acknowledge the terms of the agreement and you agree to be bound by the terms of this Agreement.

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

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