

**Nano Startup Challenge in Cancer (NSC2):
Confidentiality Disclosure Agreement Form**

This is the Confidentiality Disclosure Agreement Form (CDA) for Phase 0 of the Nano Startup Challenge. Each team member of your team, including the team leader, should fill out and submit a CDA form for this challenge. The last day to submit your LOI is February 11th, 2016. Keep in mind that entries are rolling, and Phase 1 of the challenge will begin on February 12th, 2016.

Saving and Editing your CDA: You must answer all of the required questions (marked by and asterisk*) before submitting and saving your CDA. Once submitted, 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 LAST page of this form is the CDA Agreement

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

Team Member Definitions:

A Core Team Member: is defined as a person who is accountable for deliverables.

A Mentor: is defined as a person who has domain experience who will actively work with the team on a daily basis as the team needs

An Advisor: is defined as a person who has domain expertise and the team uses for Q&A sessions only

A Collaborator: is defined as an entity that can improve your probability of success in this challenge; it could include seed funders, services firms, e.g., Clinical Research Outsourcers, law firms, etc.

Team Structure:

Disciplines: Teams must be cross-functional, representing business, medical, legal and entrepreneurial disciplines. It also may be useful for some inventions to have computer science and/or engineering expertise

Cross-University: Teams may be from any University

Team Size: As large as the lead student decides; the minimum team size is three people

University Participation: At least 2 team participants must be University graduate students, post-docs and/or residents. *Undergraduates may join established teams.*

Age: All team members must be over 18 years old

Required Team Member: Seasoned entrepreneur, who is a person who has founded a Life Sciences, biomedical and/or health IT company; raised dilutive and non-dilutive capital for that company and have exited either successfully or unsuccessfully. We prefer entrepreneurs that have tenure of at least five years (a minimum of three years) in a start-up and also have had corporate experience

Recommended Team Members: We recommend that you include collaborators, mentors and advisors on your team; however, they are not mandatory

Core Team Member,
Team Mentor / Advisor
or Collaborator
Team Leader
Core Team Member
Mentor / Advisor
Collaborator

Team Member Information

Please adhere to the following naming conventions. 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)

2. Team Leader's University

3. Team Leader's Initials

4. Name

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First Name	Last Name

5. E-mail

6. Phone Number

7. Current City

8. Current State (please specify Country if not US)

Business, and/or
University affiliation:

**10. (Optional) What is
your title? (if applicable)**

**11. (Optional) What
school / college do you
belong to at your
university (if applicable)**

**12. (Optional) Degrees
you have earned:**

B.A.

B.S.

J.D.

M.D.

M.S.

Ph.D.

MBA

**13. (Optional) Degrees
in progress:**

B.A.

B.S.

J.D.

M.D.

M.S.

Ph.D.

MBA

**14. Which discipline(s)
are you representing?
One person can fulfill
up to two roles**

Legal

Medical / Scientific

Business

Entrepreneurship

Engineering

Computer Science

**your role, please first
define your role, then
describe how you will fill
it.**

**16. What specific
experience do you have
that will make the team
successful?**

Have formed successful collaborations with industry

Have formed successful academic collaborations

Venture capital fund raising experience (dilutive capital)

Founded a biomedical startup

Experience on the bench as a post-doc or related

Have successfully applied for grants (non-dilutive fund raising)

Performed strategy consulting in the Biomedical Field, doing due diligence and/or portfolio strategy

Have in-licensed inventions from an entity

Have 'exited' a company by selling the company, merging with a company, etc.

Relevant R&D, marketing, manufacturing and/or other operational experience related to the invention you have selected

**17. (Optional) Are you
receiving educational
credit for participating
in this Challenge? If so,
what class or program is
the Challenge
incorporated into?**

**18. (Optional) Why do
you personally want to
participate in this
Challenge?**

**19. Are you over 18
years of age?**

Yes

No

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 in 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

Following, you agree to
be bound by the terms of
this Agreement.
I Agree