

Neuro Startup Challenge: Letter of Intent Form



This is the Letter of Intent Form (LOI) for Phase 0 of the Neuro Startup Challenge. The Team Leader of each team should fill out and submit one form for this challenge. The last day to submit your LOI is October 31st, 2014.

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).*

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

1. Name *

First Name

Last Name

2. Team Name *

ex: UCLA - 3.A

Team Naming Convention: 'university' - 'invention #' - 'group letter'

3. E-mail *

ex: myname@example.com

This will be your main email as a point of contact

Submit and Save

Overall Team Information

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

- #1 - A novel compound for treatment of disorders with cognitive dysfunction for example attention-deficit/hyperactivity disorder
- #2 - A novel therapy for neurodegenerative diseases for example Alzheimer's disease
- #3 - A method of treating an enzyme deficiency disorders which causes neurodegeneration with small molecule
- #4 - Novel Dopamine D2 Receptor Antagonists and Methods of Their Use
- #5 - A device to simulate the impact of brain trauma
- #6 - A novel drug delivery method for treatment of brain injury and disease
- #7 - A novel treatment for vascular disease/injury/inflammation in vasculature such as carotid artery which supplies blood to the brain
- #8 - A brain cancer specific target which can be used in diagnostics and potentially therapeutic applications
- #9 - A tumor diagnostic marker for new blood vessels formation which can be used for early detection of brain tumors
- #10 - A new compound for treatment of Neurofibromatosis Type 1
- #11 - A novel radio frequency coil circuitry scheme to obtain better signal to noise ratio in MRI
- #12 - A specific radio frequency coil system which improves the resolution of high-field MRI
- #13 - A MRI invention that improves several facets of MRI usage to help in several capacities such as guided surgery
- #14 - A motion correction method to reduce MRI artifacts during brain inspection
- #15 - A novel MRI contrast agent to improve the visibility of internal body structures during MR imaging
- #16 - A novel diagnostic assay that can be used for detection of JC virus

5. (REQUIRED) Universities represented by your team

Type each university on a new line

Please type the full name of the University

6. (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
- Other

7. (REQUIRED) Why is your team competing in this Challenge?

- Educational Purposes
- Impact Brain and CNS Health
- Networking / Publicity
- Other

8. (Optional) Additional information on why your team is competing

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.

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)
- Other

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:

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

Follow this link for Submission:

Templates for select attachments can be accessed by clicking on the following link.

<http://www.neurostartupchallenge.org/guidance.html>

REQUIRED ATTACHMENTS (Follow this link for Submission: <http://goo.gl/7niFS6>):

1) 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):

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: 'university' - 'invention #'.'group letter' deliverable type.format (e.g. UCLA - 3.A Resume.pdf)

* 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 to the Wiggio folder.

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

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 April 13th 2015. Each Winner of this phase will receive the Neuro 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 Heritage Provider Network, 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

Submit and Save

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 Neuro Start-Up Challenge (the "Challenge") hosted by the the Heritage Provider Network, 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.

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 Heritage Provider Network, 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 start-up deliverables 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 and start-up phases of the Challenge ("Purpose"). Details for the Challenge

can be found at: <http://www.neurostartupchallenge.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 and/or start-up phases 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 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

Submit and Save