



THE
**COMMERCIALIZATION
ACADEMY**

Participation Agreement

I, the undersigned, on behalf of my company identified below, have applied to participate in a future session (“Cohort”) of the Air Force Research Laboratory Information Directorate (“AFRL”) Commercialization Academy (“CA”) operated by the Griffiss Institute (“GI”). The CA is a business incubator program under which entrepreneurs will develop their businesses and identify and leverage pre-existing intellectual property for the purposes of commercialization. I understand that the Cohort is scheduled to begin in the fall of 2020 or early spring of 2021 and will culminate with the Commercialization Academy’s tenth Demo Day, tentatively scheduled for sixteen (16) weeks after the beginning of the Cohort.

As a participant in the CA, I understand that a total of ten (10) companies will be selected to participate in the CA and that approximately eight (8) weeks after the commencement, the ten companies will be down-selected to six (6) companies that will compete on Demo Day. Demo Day is a competition presided over by a panel of expert, independent judges, and is the initiation of IDEA NY. IDEA NY is an independent business accelerator competition and twelve-month program that incentivizes promising entrepreneurs to create and grow viable commercial businesses in the Mohawk Valley region. As a part of the CA, GI will provide free coaching, as well as free tuition to the Commercialization Academy University for up to two (2) people from my company. The Commercialization Academy University is a 16-week educational program designed to provide my company with the skills and tools to successfully compete on Demo Day. A syllabus for the Commercialization Academy University will be provided upon acceptance into the CA. Also as a part of the CA, I will be provided with access to AFRL’s Patent Portfolio and underlying Intellectual Property (collectively, “IP”) for the express purpose of applying for a license to commercialize any patent(s) and other IP (e.g. software) that represent a match to the goals of my company.

In exchange for acceptance into the CA, I understand and agree to the following terms:

1. At least one representative from my company (but no more than two) will participate in cohort meetings, generally held bi-weekly, using video conferences. Dates and times will be scheduled after the participant companies are chosen.
2. It is GI’s goal to facilitate technology transfer from AFRL to commercial organizations. To that end, GI will provide access to available AFRL patents and IP to the Cohort. I will conduct due diligence on the available patents and IP to determine which piece(s) will best help my startup company and I will fully develop and submit a Commercialization Plan and License Application for the selected IP prior to Demo Day.
3. I will provide to GI information about my company including background, what compelled me to



choose this technology, and why I am passionate about the solution, as well as monthly updates during the Cohort.

4. At approximately the half-way point of this Cohort, six (6) companies will be chosen to participate in Demo Day. These companies must meet the goals contained in #1 through #3 above. Determinations will be made by the GI based upon a predetermined set of selection criteria which will be provided to each company within the Cohort shortly after the start of the Commercialization Academy University. Companies that are down-selected during the Cohort will not be permitted to continue in the current Cohort but may apply to participate in any subsequent session of the CA.

5. Completion of an IP license application and a comprehensive Commercialization Plan are mandatory requirements of the CA. My company will not be eligible to compete in Demo Day unless it submits its IP license application package no later than fourteen (14) days prior to Demo Day. When I submit my IP license application package, which includes my Commercialization Plan, a copy must also be submitted to GI at the following link: <https://app.smartsheet.com/b/form/2a98f349f24642f5b533a1a4aa618f05>. GI will aid participating companies in completing these requirements. The fully-executed IP License Agreement must be completed within twelve months of my respective Demo Day as part of the Commercialization Academy Agreement.

6. I understand that should my company earn any monetary award at Demo Day, I will be required to provide to the GI a Request for Taxpayer Identification Number and Certification (Form W-9) and "GI ACH Agreement Form" for automated clearing house payments.

7. The culmination of the CA is Demo Day in which up to six (6) companies will compete for IDEA NY grant money. In order to participate in the Demo Day competition, I am required to participate in the IDEA NY program which begins upon the conclusion of the CA; however, I may withdraw from either the CA or IDEA NY per the terms of each program's Participation Agreement.

8. If my company participates in Demo Day, I will provide quarterly updates on company status to the GI at <https://app.smartsheet.com/b/form/2a98f349f24642f5b533a1a4aa618f05>. I understand that GI will send me a link each quarter to complete my update. In addition, I agree to participate in any survey(s) requested by the GI with regard to my participation in the CA.

9. The CA is only open to US citizens and "US persons" which is defined as: a) any individual who is granted U.S. citizenship; or b) any individual who is granted U.S. permanent residence ("Green Card" holder); or (c) any individual who is granted status as a "protected person" under 8 U.S.C. 1324b(a)(3); and any corporation, business, company/group organized or incorporated in the United States under U.S. law. Any company not meeting these definitions is ineligible to participate in the CA.

10. Any company that has won a prior CA award is not eligible to apply. I assert that my current company has not won any level of monetary award under a prior CA.

11. The IP to which I will have access represents United States technology that may be subject to export control under the Export Administration Regulations (EAR) and/or International Traffic Arms Regulations (ITAR). I understand that something as simple as a conversation could be construed as an "export" and therefore I will ensure that I will not share any technical information learned during my participation in the CA with non-US persons.

12. All points of contact, templates, forms and instructions for submissions for the Commercialization



Academy can be found at the website at <https://www.griffissinstitute.org/CommAcadApplication>. I may not make any news releases, public announcements, advertisement or publicity relating to the CA without GI's prior written approval.

14. I may withdraw from the CA at any time with a two-week advance written notice to GI stating my desire to withdraw, the reason for withdrawal, and the effective date of such withdrawal. Such a notice shall be submitted to Ms. Regan Johnson, Vice President, Griffiss Institute, 592 Hangar Road, Rome NY 13441. Should I withdraw after receiving grant award funding, I will promptly return any unspent grant award funding to the GI; however, I will not be responsible for payment or repayment of any other fees or costs associated with my participation in the CA. Upon the effective date of the withdrawal, all my rights and obligations, as well as all GI's rights and obligations, shall cease, except for my obligations regarding export control.

15. I and my company may be expelled from the CA in the event that I or my company fails to materially perform the obligations set forth in this Participation Agreement or if I or any other principal in my company acts in any manner that adversely affects the reputation of GI and any respective affiliates, subsidiaries and/or programs. I and my company may also be expelled from the CA if I or any other principal in my company is convicted of or plead no contest to a crime or misdemeanor involving acts of moral turpitude. In the event of expulsion, I will refund to GI any and all remaining grant award funding, as well as any fees or costs expended on my and/or my company's behalf during the operation of the CA, which may include tuition fees for the Commercialization Academy University. Upon the effective date of the expulsion, all my rights and obligations, as well as all GI's rights and obligations, shall cease, except for my obligations regarding export control.

16. Subject to the other terms and conditions of this Participation Agreement, I and my company agree to indemnify and defend the Griffiss Institute and its affiliates and their respective representatives (collectively, the "Griffiss Institute Indemnitees") against, and shall hold each of them harmless from and against, and shall pay and reimburse each of them for, any and all losses incurred or sustained by, or imposed upon, the Griffiss Institute Indemnitees based upon, arising out of, with respect to or by reason of: a. any inaccuracy in or breach of any of the representations or warranties by me or my company contained in these terms and conditions, the Commercialization Academy application or in any certificate or instrument delivered by or on behalf of me or my company pursuant hereto; or b. any breach or non-fulfillment of any covenant, agreement or obligation to be performed by me or my company pursuant to these terms and conditions.

17. Comply with all laws applicable to it and its business, business properties, or assets and the Commercialization Academy Rules; will not transfer, assign or encumber any of my or my company's assets, other than in the ordinary course of business, during the term of the CA without the consent of the Griffiss Institute; will not enter into a line of business which is substantially different from the business set forth in the Commercialization Academy Application or otherwise approved in writing by the Griffiss Institute as a result of Commercialization Plan modifications; and will not adopt any plan of merger, consolidation or reorganization or file a petition under the Federal or State Bankruptcy Laws without the consent of the Griffiss Institute.

18. GI recommends you obtain and maintain such customary insurance with a reputable insurance



company, covering risks and hazards of such types and in such amounts as are customary for adequately-insured companies of similar size engaged in similar industries and lines of business.

19. Ensure that the financial books and stock record books of the company shall be complete and correct and have been maintained in accordance with sound business practices. I and my company will keep adequate books, accounts and records in accordance with past custom and practice as used in the preparation of the financial statements, which books, accounts and records shall fairly present the financial condition and results of operations. All such financial books, stock record books, and accounts and records of the financial statements shall be made available to the Griffiss Institute upon its written request.

20. Allow the Griffiss Institute to disclose and/or reproduce (1) my and my company's name, pictures, voices, videos and participation in the CA Demo Day competition, (2) any written and/or visual materials and works of art that were created by me or my company and/or that represent me and/or my company and my/its work or likeness, including, but not limited to, pictures, photographs, audio and video recordings and digital images in all print and electronic form that may pertain to me and/or my company and my/its activities with or regarding the CA Demo Day competition (collectively, the "Materials") for this same purpose and understand that the Materials may be used in various print and digital publications, public affairs releases, recruitment materials, social media platforms, and for other similar educational and marketing efforts on behalf of the Griffiss Institute, and that the Griffiss Institute cannot control how this information will be used once it is disclosed.

21. Except as otherwise expressly provided herein, all costs and expenses, including, without limitation, fees and disbursements of counsel, financial advisors and accountants, incurred in connection with these terms and conditions, and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses, whether or not you or your company remains in the Commercialization Academy and/or the Demo Day competition.

22. These terms and conditions shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors (including any entity formed by you or your company hereafter) and permitted assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. No assignment shall relieve the assigning party of any of its obligations hereunder.

23. These terms and conditions may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from these terms and conditions shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

24. These terms and conditions shall be governed by and construed in accordance with the laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the



State of New York or any other jurisdiction).

25. In the event that any provision of this Participation Agreement should be held void, voidable, or unenforceable, the remaining portions hereof shall remain in full force and effect.

26. Any legal suit, action or proceeding arising out of or based upon these terms and conditions, the transaction documents or the transactions contemplated hereby or thereby may be instituted in the federal courts of the United States of America or the courts of the State of New York in each case located in the County of Oneida, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

27. These terms and conditions and together with the documents incorporated herein by reference, constitute the sole and entire agreement of the parties with respect to the subject matter contained herein and therein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

I, _____, as owner and/or chief executive officer of the undersigned company, hereby agree to the above stated terms and conditions of the AFRL Commercialization Academy program. I understand that failure to comply with the above stated terms and conditions may result in expulsion from the CA program and/or the forfeiture or refund of any/all grant funding.

Signature of Owner/CEO

Company Name

Date