NanoLogo2413-286

***Pennsylvania NanoMaterials Commercialization Center***

**RFP 9 for COMMERCIALIZING ADVANCED NANOMATERIAL RESEARCH**

**COMMERCIALIZATION GRANT**

**Proposal Cover page**

Name of Primary Proposer:

Affiliation:

Proposal Title:

Date:

Daytime Telephone of Primary Contact:

E- mail:

Address of Primary Contact:

Other Proposers:

All Company/Institutions Involved:

Check the Box that applies:

Grant Application (check one)





Primary Proposer (check one)





Describe the Stage of Development (check one)









2000 Technology Drive | Pittsburgh, PA 15219 | 412.918.4244 | www.pananocenter.org

**PROPOSAL CONTENT CHECKLIST**

*Please be sure to check off content*

|  |  |
| --- | --- |
| **SECTION** | **INSERT CHECK MARK** |
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| PROPOSAL BODY | |
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| SUPPLEMENTAL DOCUMENTATION | |
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**EXECUTIVE SUMMARY**

The Executive Summary should include:

* A summary of both the technical and commercial aspects of the proposal
* Highlights of company and partner core competencies
* The summary should not exceed 1-page.

**TECHNICAL INNOVATION AND VIABILITY**

This section should include:

* A description of how the proposal fits into the Center’s [Technology Roadmap](http://www.pananocenter.org/Docs/Pdf/Technology_Roadmap_10_29_09.pdf).
* An explanation of how the proposed technology solution is unique and innovative
* The proposed stage of technological development regarding the product development cycle.
* Lab scale data to substantiate any claims and demonstrate that the technology is proven and repeatable

This section may include:

* Reputable background information
* Advantages of the proposed technology over existing or competitive technologies
* Relevant references

**DEFINITION OF MARKET AND CUSTOMER NEED**

This section should include:

* Clear definition of the commercial application
* Reputable, current, and relevant market analysis

This section may include:

* An outline of how the proposed project will benefit the future growth of Pennsylvania companies
* Other relevant information to define market and customer need

**COMMERCIALIZATION STRATEGY**

This section should include:

* Clearly defined commercialization milestones such as
  + Prototype development
  + Reaching agreements with customers
  + Continued market analysis
  + Customer prototype evaluation
* Definition and important details of the proposing team partnership
* Future plans for commercialization (after the proposed work is completed)

**INTELLECTUAL PROPERTY RIGHTS AND VALUE PROPOSITION FOR THE CENTER**

This section should include:

* An explanation of the proposing team’s access to and right to practice the technology both needed for and developed during the proposed project
* Completed Field of Use form
* Statements explaining the proposed value proposition to the Nano Center

**PROJECT PLAN**

This section should include a project plan that uses the following format (modified to accommodate project specifics). The template following may be supplemented to include any other information pertinent to your project plan.

Technical and Commercial Project Objectives

*Succinct technical and commercial objective statement.*

Project Team

Project Manager (name, company or institution)

Principal Researchers (names, company or institution)

Primary Commercialization Leader (name, company)

Milestone 1 (date of project start)

* *Sample deliverable i.e. ‘signed contracts, project kick-off’*

Technology Development

Milestone 2 (project start + 3 months)

* 1-2 sentence description of the milestone goals
* List and describe the tasks (and subtasks) to be completed
* List the deliverables for this period. Ensure that the deliverables are measurable.

Continue with consequent milestone descriptions. Typically, the project is made up of about 4-5 Milestones.

Commercial Development

Milestone 2 (project start + 3 months)

* 1-2 sentence description of the milestone goals
* List and describe the tasks (and subtasks) to be completed
* List the deliverables for this period. Ensure that the deliverables are measurable.

Continue with consequent milestone descriptions. Typically, the project is made up of about 4-5 Milestones.

**BUDGET PLAN**

This section should include a proposed budget that follows the following sample format, as well as other statements and information that qualifies your budgetary requests. (Double Click on Table to activate. Press Esc to exit)



**NanoLogo2413-286**

**Subrecipient Agreement Review Form**

To: Pennsylvania NanoMaterials Commercialization Center

Date: Click here to enter a date.

This agreement accompanies our proposal to the Center entitled Insert Title Here . We hereby confirm that we have read and understand the Center’s Standard Commercialization Subrecipient Agreement document posted on the Center’s website.

*Choose an option below*





Click here to enter text.

Agreed to by: (Principal Investigator)

PRINT NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Definition of Roles Agreement**

**NanoLogo2413-286**

To: Pennsylvania NanoMaterials Commercialization Center.

Date: Click here to enter a date.

This Definition of Roles Agreement accompanies our proposal to the Center entitled Insert Title Here . We the Proposer Team (INSERT names, titles and organizations listed below) agree that if the project is funded by the Center, we will be responsible for fulfilling the roles as defined herein to ensure successfully achieving the goals outlined in our proposal.

List each Proposer Team member, with a 1-2 sentence description of their respective role.

Signed by *each* member of the Proposing Team:

PRINT NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SIGNATURE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PRINT NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SIGNATURE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PRINT NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SIGNATURE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**NanoLogo2413-286**

INSERT COMPANY NAME **Retained Field of Use**

Dr. Alan Brown

Executive Director

Pennsylvania NanoMaterials Commercialization Center

Date: Click here to enter a date.

The following statement reflects Insert Company Name Retained Field of Use referenced in section 2.1 of the Subrecipient Agreement.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Pennsylvania NanoMaterials Commercialization Center | | |  | Company Name | | |
|  | |  |  |  | |  |
| By: |  | |  | By: |  | | |
|  | | Alan Brown, Ph.D.  Executive Director |  |  | | Name and Title |
|  | |  |  |  | |  |
| Date: | |  |  | Date: | |  |

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**Milestone Report Agreement**

To: The Pennsylvania NanoMaterials Commercialization Center.

Date: Click here to enter a date.

This agreement accompanies our proposal to the Center entitled “INSERT TITLE HERE” We agree that if the project is funded by the Center, we will provide written reports at each milestone date, and final report to ensure successfully achieving the goals outlined in our proposal.

Agreed to by Principal Investigator:

PRINT NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SIGNATURE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Pennsylvania NanoMaterials Commercialization Center

MUTUAL NONDISCLOSURE AGREEMENT

This Mutual Nondisclosure Agreement (the "Agreement") is made and entered into to be effective as of Click here to enter a date. (“Effective Date”) by and between the Pennsylvania NanoMaterials Commercialization Center, located at 2000 Technology Drive, Pittsburgh, PA 15219-3110 ("**PANCC**"), and Company Name (“**Company**”) with its principal office located at Insert Address. PANCC and **COMPANY** may be referred to herein individually as a "**Party**", and collectively as the “**Parties**”).

**PREAMBLE**

Company has submitted a proposal to PANCC for a grant. The Parties may enter into a subrecipient agreement. Regardless of whether PANCC awards Company a subgrant, this agreement shall cover the review process and any future contractual obligations. In connection with the Transaction, each of the Parties may have access to certain confidential information of the other, and the Parties desire to enter into this Agreement to limit disclosure of such information. Therefore, the Parties agree as follows with the intent to be legally bound:

**AGREEMENT**

1. Confidential Information. As used in this Agreement, the "**Confidential Information**" of a Party shall mean all information concerning or related to the business, technology, operations, financial condition or prospects of such Party, regardless of the form in which such information appears and whether or not such information has been reduced to a tangible form, and shall specifically include, but not be limited to, (a) all information regarding the officers, directors, employees, equity holders, customers, suppliers, distributors, sales representatives and licensees of such Party, in each case whether present or prospective, (b) all inventions, discoveries, trade secrets, processes, techniques, methods, ideas and know-how of such Party, (c) all financial statements, audit reports, budgets and business plans or forecasts of such Party, (d) all information concerning or related to the Transaction and (e) any analyses, compilations, studies or other documents or records prepared by any Party which contain or otherwise reflect or are generated from such Confidential Information. Confidential Information shall not include (i) information which is independently developed by a Party without the use or reference to the Confidential Information of the other Party; (ii) information that was in the receiving Party's lawful possession prior to the Effective Date; (iii) is or becomes available to the public through no fault of the receiving Party; or (iv) is disclosed by the receiving Party with the disclosing Party's prior written approval. The Parties shall use any such Confidential Information of the other Party solely for the purpose of performing its obligations in connection with the Transaction.
2. Nondisclosure of Confidential Information. Each Party agrees that it will not, without the prior written consent of the other Party, disclose any Confidential Information of the other Party, and shall help protect the unauthorized disclosure of such Confidential Information of the other Party by using the same degree of care that it uses to protect its own Confidential Information of like nature, but no less than is commercially reasonable.
3. Restrictions on Use of Confidential Information. PANCC shall not (i) reverse engineer any Confidential Information of Company or any of its products related to the Confidential Information and/or (ii) analyze, utilize analysis tools or methods for the purpose of reverse engineering or determining or attempting to determine composition, formulas or processes or other matters related to or concerning any information or any products related to such Confidential Information.
4. Return of Confidential Information. Promptly after the written request of any Party, the other Party shall return to the requesting Party all Confidential Information of the requesting Party previously provided to such Party.
5. Term. The obligations of confidentiality by both parties shall continue for a period of five (5) years from the Effective Date.
6. Miscellaneous.
   1. Amendments. This Agreement may be amended only by a writing signed by each of the Parties, and any such amendment shall be effective only to the extent specifically set forth in such writing.
   2. Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the transactions contemplated hereby and supersedes all prior written and oral agreements, and all contemporaneous oral agreements, relating to such transactions.
   3. Equitable Relief. The Parties acknowledge and agree that each would be irreparably damaged in the event that any of the provisions of this Agreement are not performed by the other in accordance with their specific terms or are otherwise breached. Accordingly, it is agreed that each Party shall be entitled to an injunction or injunctions to prevent breaches of this Agreement by the others and shall have the right to specifically enforce this Agreement and the terms and provisions hereof against the other in addition to any other remedy to which such aggrieved Party may be entitled at law or in equity.
   4. Governing Law. This Agreement shall be a contract under the laws of the Commonwealth of Pennsylvania and for all purposes shall be governed by and construed and enforced in accordance with the laws of such Commonwealth.
   5. Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.
   6. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of each of the Parties and their respective heirs, successors and permitted assigns.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Click here to enter a date..

|  |  |
| --- | --- |
| (INSERT COMPANY NAME)  By:  (Signature)  Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Pennsylvania NanoMaterials Commercialization Center  By:  Alan Brown, Ph. D  Executive Director |

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COMPANY APPLICATION QUESTIONS (Due Diligence)

Please provide a written response to each of the following questions. Your answers will be treated as confidential information, to be used by the staff of the Center.

|  |  |
| --- | --- |
| Company Name: | [Type Company name here] |
| Company Address: | [Type Company Address here] |
| Primary Contact: | [Type Primary Contact here] |
| Primary Contact email: | [Type Primary Contact Email here] |
| Primary Contact Phone: | [Type Primary Contact Phone here] |

1. Company EIN number

[Type EIN Number here]

1. Company type (LLC, Inc., C-Corp, etc), date of incorporation, state of incorporation

[Type Company type, date of incorporation, and state of incorporation here]

1. Is the company public or privately held?

[Type public or private here]

1. Does the company have articles of incorporation and bylaws?

[Type Information here]

1. Does the company have a Board of Directors? Provide the names and titles of the officers of the corporation. Note if any are not US Citizens. If applicable, provide country of citizenship.

Click here to enter text.

1. How many full time employees are supported by the company?

Click here to enter text.

1. Is any percentage of the company foreign owned? List countries and % ownership.

Click here to enter text.

1. What other types of funding has the company received that is related to the potential project with the PA Nano Center?

Click here to enter text.

1. Please list existing IP, including Patents and Patent Applications, relevant to this project.

Click here to enter text.

1. Does the company intend to patent the work supported by this grant?

Click here to enter text.

1. Does the company employ any non-US Citizens that will be actively working on this project? If so, is the green card / visa status of the key persons in good standing?

Click here to enter text.

1. Is the company or any company officer considered to be debarred by any federal or state institution?

Click here to enter text.

1. Please confirm that you have no conflicts of interest with the PA NanoCenter or list conflicts below.

Click here to enter text.

Submitted by:

|  |  |  |
| --- | --- | --- |
| Include signature here |  | Click here to enter a date. |
| Name |  | Date |
| Type title here |
| Title |

**References**

All Letters of Support must be included in the same file as the proposal body and other required documents.

**Letters of Support**

* Should be specifically written for **this** proposal application by authorized personnel on official letterhead of eth supporting company.
* The letter must confirm the supporting company or individual’s confidence in the proposer’s ability to deliver on the proposed progress.
* The letter must reconfirm the commercial market need for the proposed product.
* Highlight any potential interaction between the authors of the letter and the proposers. *(For example, potential customers may state that they agree to help commercialize the product in the event of successful prototype production, etc.)*