



Kevin M. McGovern Family Center for
Venture Development in the Life Sciences

Cornell University

MENTOR PROGRAM OVERVIEW

I. POSITION SUMMARY:

The McGovern Center Mentor ("MCM") is a volunteer service opportunity for individuals who have had careers as leaders/executives in Life Science ventures and venture capital, and who have the training, experience, ability, time and willingness to contribute to the value of Cornell's intellectual property assets through their Center service and mentorship.

MCMs will help create and grow Cornell life sciences spin-off companies by mentoring Cornell faculty and staff regarding the commercial feasibility of their Cornell Life Science inventions, and related new venture creation and development.

II. RECRUITMENT:

Prospective McGovern Center Mentors will either self-identify or be identified by Center staff as individuals with depth training and experience by field and/or function. MCM experience fields might include but would not be limited to medical therapeutics, diagnostics, instruments and devices, healthcare services and technologies, plant and agricultural sciences and bioenergy, etc., etc. MCM functional business operations experience might include, but not be limited to operations, finance, marketing, R&D, business development, product development, etc. MCMs may be Cornell University Alumni. However, an alumni affiliation with the University is not a requirement for MCM service.

III. PREREQUISITES FOR SERVICE:

In order to effectively mentor Center potential or actual Clients. McGovern Center Mentors must have demonstrated experience and/or knowledge of one or more of the following:

- As an entrepreneur or senior executive in one or more startup companies, or equivalent experience in Life Science corporate and/or venture capital
- Seed/early stage financing of life science companies
- Advising and mentoring early stage companies
- One or more markets in the life sciences sector. Examples include, but are not limited to: pharmaceuticals, biotechnology, drug delivery, medical devices, cell therapies, diagnostics, laboratory tools, healthcare services and IT, plant and agricultural sciences and bioenergy, etc., etc.
- Business operations. Examples include, but are not limited to: Intellectual property, contracts, operations, finance, marketing, R&D, business development,

product development, preclinical and clinical development, etc.) in the life sciences sector.

In addition to the above prerequisites, service as an MCM is contingent upon execution of the following documents:

1. University Volunteer Profile (Attachment 2)
2. University Volunteer Agreement (Attachment 3)
3. Description of University Volunteer Service (Attachment 4)
4. Center Mentor Nondisclosure Agreement (Attachment 5)

IV. APPOINTMENT:

McGovern Center Mentors serve by mutual agreement. Service can be unilaterally terminated by either the MCM or University at any time and without prior notice.

V. DEPLOYMENT:

MCM service will be coordinated and supervised by the Center Director or his/her designee as follows:

1. Center staff will match potential or actual Center Clients with appropriate MCM(s), based on applicable MCM experience and availability
2. Center staff will provide background information for both the MCM and potential "Mentee", invite the potential MCM and Mentee to engage, and confirm the willingness of both to talk.
3. Center staff will arrange for telephone appointments between Center Mentors and potential or actual Center Clients at mutually convenient dates and times.
4. A written appointment notice of the appointment will be provided to the prospective Mentor and "Mentee" by Center staff.
5. Upon conclusion of the Mentor/Mentee interaction, Center Mentors and Mentees are requested to provide a brief for Center Staff regarding the contact and their suggestions for Center Staff regarding follow up.
6. Center staff will provide MCM's with a written acknowledgement and "thank you" on Center stationery for the MCM service provided, specifying the date, time and duration of the service.

VI. NO COMPENSATION:

McGovern Center Mentors are volunteers. As such, they offer their service to the University freely, and not in exchange for any valuable consideration from the University.

Any out-of-pocket expense related to MCM service may be considered to be a tax-deductible donation. MCM's should take documentation of their expenses and their volunteer service and discuss this with their Tax Advisors.

VII. PUBLICITY:

The Center and the University may announce the appointment of each McGovern Center Mentor via a Press Release. The text of the release will be subject to MCM prior review and approval.

The names of active McGovern Center Mentors may also be posted on the McGovern Center's Web Site. Each MCM post may also include an image and brief biographical sketch for each individual. The image and bio sketch will be subject to the prospective MCM's prior review and approval.

"Retired" former McGovern Center Mentors can publically cite their prior volunteer service to the University as Mentors. Center staff will be happy to verify such MCM service for referencing purposes, should it be required.



VOLUNTEER PROFILE

Directions

- Please complete this page, and all fields, even if resume attached
- Type or print, using black ink or marker
- If you need additional space, attach a separate sheet
- Sign the completed application

GENERAL

NAME (LAST)	(FIRST)	(MIDDLE)	TODAY'S DATE:	
PRESENT ADDRESS (STREET, CITY, STATE, ZIP CODE)			DAY PHONE WITH AREA CODE	EVENING PHONE WITH AREA CODE
ADDRESS WHERE YOU MAY BE CONTACTED IF DIFFERENT FROM PRESENT ADDRESS			ALTERNATE PHONE NO.	BIRTH DATE, IF UNDER 18

1) ARE YOU A STUDENT? YES NO. IF YOU ANSWERED "YES" TO QUESTION ONE:
 a) ARE YOUR VOLUNTEER ACTIVITIES PART OF A SCHOOL OR ANY OTHER FORMAL PROGRAM? YES NO
 b) IF YOU ANSWERED "YES" TO QUESTION 2a): PROGRAM OR SCHOOL NAME: _____

2) HAVE YOU EVER VOLUNTEERED FOR CORNELL? IF YOU ANSWERED "YES" TO QUESTION 2, PLEASE INDICATE:

Dates of Volunteer Service:	Department:	Position:

HAVE YOU EVER BEEN CONVICTED OF ANY CRIMINAL OFFENSE OTHER THAN MINOR TRAFFIC VIOLATIONS? YES NO. IF YES, PLEASE EXPLAIN ON AN ATTACHED PAGE. A CRIMINAL CONVICTION WILL BE CONSIDERED ONLY IN RELATION TO THE VOLUNTEER SERVICE FOR WHICH YOU ARE APPLYING. SERIOUSNESS AND NATURE OF OFFENSE, TIME ELAPSED, AND REHABILITATION WILL BE TAKEN INTO ACCOUNT.

Date available to start:	Approximately when and how many hours per week would you like to volunteer? Day/time preference: _____ Max: _____
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EDUCATION AND TRAINING

RELEVANT EDUCATION
 A. FIELD EXPERTISE/EXPERIENCE: _____ B. FUNCTIONAL EXPERTISE/EXPERIENCE: _____
(ATTACH CV OR RESUME[PREFERRED], OR USE SEPARATE SHEET IF REQUIRED)

RELEVANT TRAINING, SKILLS, EXPERIENCE
(ATTACH CV OR RESUME[PREFERRED], OR USE SEPARATE SHEET IF REQUIRED)

REFERENCES

LIST THREE PEOPLE, OTHER THAN RELATIVES OR FRIENDS, WHO HAVE KNOWLEDGE OF YOUR EXPERIENCE AND/OR EDUCATION

NAME	MAILING ADDRESS	TELEPHONE NUMBER

I certify that all statements contained in this application are true. I also agree that if I am accepted as a volunteer, I will abide by all regulations of the university.

Date _____ Signature _____

CORNELL UNIVERSITY VOLUNTEER AGREEMENT

We are pleased that you have decided to volunteer your services to Cornell University and The Kevin M. McGovern Family Center For Venture Development in the Life Sciences (hereinafter referred to as "Cornell").

Please affirm your acceptance of the terms of this Agreement, stated below, with your signature. Also, please accept our sincere thanks for your valuable contribution to Cornell University.

- 1) I agree that as a university volunteer my participation in the activities outlined in the attached Cornell University Description of Volunteer Duties is without valuable consideration. That document shall be considered a part of this Agreement.
- 2) I understand that the university shall have the right to release me as a university volunteer without prior notice. I understand that I do not have a formal work appointment for those particular services.
- 3) I understand that as a University volunteer, Cornell does not provide me with accident or medical insurance, and is therefore not responsible for any accident or medical expenses incurred by me. Further, I understand that I am neither covered by Workers' Compensation nor entitled to employee benefits as a result of my university volunteer affiliation.
- 4) Cornell agrees to provide me with third party liability insurance to protect me from any claims filed against me related to the duties described in the attached Cornell University Description of Volunteer Duties. In exchange, I, on behalf of myself, my heirs, and my representatives do hereby release, indemnify, and hold harmless Cornell or any of its officers, agents, or employees from any and all liability, damage, or claim of any nature that arises out of or related to my volunteer activities.
- 5) I am aware of the terms and conditions of this agreement and am signing this agreement of my own free will. Further, by signing this agreement I attest to the fact that I am eighteen years of age or older.

University Volunteer's Signature: _____

Date: _____

Home Address: _____

Provide one copy of this agreement to the university volunteer.
Retain this agreement for three years from university volunteer separation.

CORNELL UNIVERSITY DESCRIPTION OF VOLUNTEER SERVICE

Unit Name: The Kevin M. McGovern Family Center
for Venture Development in the Life Sciences

Date: _____

University Volunteer Name: _____

University Volunteer Title: Mentor _____

University Volunteer Duty 1: Assist in preliminary evaluation of technical viability, commercial viability, and the feasibility of securing venture or industrial capital investment for "venture capable" Cornell Life Science technology commercialization projects

University Volunteer Duty 2: Assist and advise in creation and development of Cornell life science companies within a nexus of Cornell entrepreneurs, faculty, staff, and off-campus expert technical consultants. Facilitate connections to sources of capital in support company formation.

University Volunteer Duty 3: Assist and advise "McGovern Center-track" companies with creation and refinement of initial business and product development plans, financial projections, and preparation of key Center Client documents (NDA, Candidate Screening, Application, Equity Partnership Agreement, Space License Term Sheet, Space License Agreement, Incubation Program Term Sheet, Incubation Program Agreement, etc.)

University Volunteer Duty 4: Mentor McGovern Center Client companies regarding executive team development, staff recruiting, company structuring, investor/industrial partner development, solicitations and presentations, debt and equity financing, business and product development plan creation/refinement, product and customer development, sales strategy, and general business management.

Other Duties:

Specialized Skills Expected From This University Volunteer:

- Demonstrated experience as an entrepreneur or senior executive in one or more startup companies, or equivalent experience in Life Science corporate and/or venture capital
- Demonstrated experience and knowledge of seed/early stage financing of life science companies
- Demonstrated experience in advising and mentoring early stage companies
- Demonstrated knowledge of one or more markets in the life sciences sector

Notes:

University Volunteer Signature _____ Date: _____

KEVIN M. MCGOVERN FAMILY CENTER FOR VENTURE DEVELOPMENT IN THE LIFE SCIENCES MENTOR NON-DISCLOSURE AGREEMENT

As a Mentor with the McGovern Center, I may be given access to an array of confidential and highly sensitive information, including but not limited to intellectual property, trade secrets or other proprietary business or technical information belonging to Cornell University, potential company clients of the McGovern Center, and/or the Center's client companies.

I agree to treat as confidential any information, oral or written, disclosed to me by Center Staff, Center Advisory Council Members, potential company Clients of the McGovern Center, and the Center's Client companies in connection with my service as Mentor with the Center. I will not use or disclose said confidential information except as authorized in writing by the disclosing party.

The term "confidential" does not apply to or include any information that:

1. I obtain from other sources that obtained the information lawfully and without any obligation of confidentiality to the disclosing party,
2. I develop independently, or
3. Is or becomes part of the public domain (including information furnished by the disclosing party to others without restricting further disclosure).

I acknowledge that my disclosure of confidential information could result in irreparable harm to Cornell University, and/or the current or potential clients of the Center.

I agree that upon request, I will return to Cornell University all written or descriptive matter received from the Center, Center Advisory Council Members, staff, potential company clients of the McGovern Center, and the Center's client companies.

Name: _____ Date: _____