

MassBioDrive Participation Agreement

The Massachusetts Biotechnology Council (“MassBio”) is committed to ensuring a secure and productive environment for the emerging companies that it supports through the MassBioDrive program and for the participating volunteers. Accordingly, MassBio expects all participating companies (“Companies”) and all analysts, review board members, expert sponsors, and mentors (hereinafter “Specialists”) to comply with this MassBioDrive Participation Agreement (“Participation Agreement”). By participating in MassBioDrive (the “Program”), each Company and Specialist agrees to all terms set forth herein.

- The Program is a voluntary and pro-bono program that brings people together, promotes education, supports Companies, and provides Specialists a way to give back to the life sciences community.
- Specialists are not compensated for their participation in the Program.
- Companies have no obligation to engage in any compensation-based transactions with Specialists beyond the Program.
- Specialists and Companies (together “Participants” or “you”) acknowledge and agree to, and will adhere to, MassBio’s approach to confidentiality, as follows:
 - Because Participants may operate in the same business community and may owe confidentiality and intellectual property obligations to different employers and institutions, we ask that Participants not share any confidential information with each other in connection with the Program. By participating in the Program, each Participant acknowledges and agrees that all information exchanged in the course of the Program, whether disclosed orally, in writing, or by demonstration, shall be shared with no promise or expectation that the recipient will preserve its confidentiality.
 - Program activities are not expected to give rise to any intellectual property, particularly in light of the request that Participants share only non-confidential information. Participants should direct any questions or concerns regarding any inventions developed in the course of the Program to their counsel, and all Participants hereby release MassBio from liability in connection with any such inventions. In any event, and for avoidance of doubt, during and at all

times after participation in the Program, Specialists agree not to seek ownership of any new discoveries, inventions, or know-how developed in the course of the Program, or of intellectual property rights therein or thereto.

- Each Company is an express third-party beneficiary of the Participation Agreement agreed to by each of its Specialists, and each Specialist is an express third party beneficiary of the Participation Agreement agreed to by the Company(ies) it mentors or otherwise engages with, as well as the Participation Agreements signed by any other Specialists participating in common meetings or other communications.

Analysts

MassBioDrive “Analysts” are undergraduate and graduate students pursuing degrees in the life sciences (biology, biotechnology, biomedical engineering, chemistry, or biochemistry preferred) or business, or experienced professional who want to support the next generation of biotech founders. Prospective Analysts can apply to participate in MassBioDrive by sending their CV to drive@massbio.org.

Once selected, Analysts are expected to review 3 – 5 startup applications per MassBioDrive cycle, which includes conducting an abbreviated scientific or business due diligence process, guided by a MassBioDrive-generated rubric; and providing a recommendation on which startups should advance to the next round of judging (in-person interviews with review board members).

Review Board Members

The MassBioDrive “Review Board” is an elite group of leaders from the life sciences, emerging and established biotechs, and the investment community who are deeply committed to strengthening the early-stage innovation ecosystem. Review Board members commit to one year of participation, with the right of first refusal for subsequent years.

MassBioDrive Review Board members are expected to conduct 30-minute 1:1 virtual interviews with 3 – 6 startups that have been pre vetted by MassBioDrive analysts. Each Review Board member will have the opportunity to select the startups they’d like to interview; these meetings will take place virtually, at times when that Review Board member is available.

MassBioDrive Mentors

MassBioDrive “Mentors” are industry or technical experts, business leaders, biotech entrepreneurs, or investors who share their knowledge, advice, and connections with Companies pro bono, thereby playing an invaluable role in helping Companies grow and develop. Mentors can help shape the next generation of biotechs while also giving back to the innovation ecosystem.

Each Company will be matched with an interdisciplinary team of 3 – 5 Mentors who will serve as an advisory board throughout the course of each 8-week program.

Mentor Selection

Starting with MassBioDrive’s 2022 programs, prospective mentors are asked to provide a summary of their experience and skills, which will be shared with the finalist MassBioDrive companies for review. During the onboarding period, MassBioDrive companies will use this information to identify the mentors that best fit their business’s needs; at that same time, the MassBioDrive mentor pool will receive background information about the finalist companies and will have the opportunity to express interest in mentorship. After assessing each mentor’s interest, skills, and expertise, MassBioDrive companies will select their mentors for the program. Accordingly, MassBioDrive does not guarantee that all mentors will match with a company or that all companies will be assigned mentors.

Mentor Commitment

All Mentors are expected to commit to the following:

- Spend 1 – 3 hours per week with their companies for the 8-week program
- Actively participate in the weekly mentoring meeting with their Companies and other Mentors
- When appropriate, participate in each week’s business curriculum session to ensure that expertise advice is being translated to the Company’s specific needs
- Be proactive and responsive beyond the meeting; look for opportunities to connect the Company to networks, tools, and resources beyond the program

Photo, Video and Testimonial Release

In connection with the Program and in exchange for fair and valuable consideration provided, you hereby grant to MassBio a perpetual, irrevocable, and unrestricted worldwide right and permission, with respect to (i) the photographs and/or video recordings that have been taken or will be taken of you or in which you may be included with others (collectively, the “Media”), (ii) feedback, quotes, and other verbal or written content you have provided or will provide to MassBio (collectively, the “Content”), and (iii) your name, image, and likeness (collectively the “Likeness”):

(a) to use and publish, without restriction, in whole or in part, the Media, Content, and Likeness individually or in connection with other media, in any medium, for any purpose whatsoever, including but not limited to illustration, promotion, advertising, and trade of MassBio’s incubator programs (including the Program) and other products and services; and

(a) to obtain and enforce the copyright in the Media in MassBio’s name, or in any other name it chooses.

You waive any right to inspect or approve the Media, Content, and Likeness, including content that may be created and appear in connection therewith.

You release and agree to hold harmless MassBio, its affiliates, entities, and their owners, officers, employees, agents, representatives, contractors, successors and assigns from any liability arising from the recording, production, use or publication of your Content, Likeness, or voice, and from any distortion or illusionary effect resulting from the use of your Likeness, or voice, whether intentional or otherwise.

Other MassBioDrive Policies & Terms

Each Participant is at least 18 years of age and competent to sign this release, and agrees that this release shall be binding on such Participant, and their legal representatives, heirs, and assigns. By agreeing to this Participation Agreement, each Participant acknowledges that participation in the Program on these terms has been cleared with, and does not conflict with obligations to, such Participant’s employer.

This Participation Agreement governs activities under the Program and does not constitute a commitment to offer the Program or to include any individual Participant in the Program. For avoidance of doubt, any Participant can withdraw from the Program at any time, and MassBio retains the right to ask any Participant to leave the Program at any time.

All Participants agree to abide by the terms of this Participation Agreement, as well as other applicable policies including [MassBioDrive's Code of Conduct](#).

Updated: December 13, 2021