

**DECEMBER MEETING, 2019**

*The University of Michigan  
Ann Arbor  
December 5, 2019*

The regents met at 4:10 p.m. in the UM Golf Course Club House. Present were President Schlissel and Regents Acker, Behm, Bernstein, Brown, Ilitch, Ryder Diggs, Weiser and White. Also present were Vice President Baird, Vice President Churchill, Interim Vice President Cunningham, Acting Provost Dittmar, Chancellor Dutta, Chancellor Grasso, Vice President Harper, Executive Vice President Hegarty, Vice President Lynch, Vice President Michels, Vice President Pendse, Executive Vice President Runge and Vice President Wilbanks.

**Call to Order and President's Opening Remarks**

President Schlissel called the meeting to order and thanked all those who made Giving Blueday a great success this year. Donors made 15,877 gifts, totaling more than \$4.2 million in 24 hours. The number of gifts is a 26% increase from last year and a Giving Blueday record. Student participation on Giving Blueday rose for the fifth consecutive year, and more than 150 student organizations raised funds for their activities.

President Schlissel welcomed Acting Provost Amy Dittmar to the table as she fills in for Provost Philbert until he returns next month.

Earlier this week, the Office of Research reported that UM set a new record in research expenditures, with \$1.62 billion for the last fiscal year. UM has ranked No. 1 in research volume among the nation's public universities for nine consecutive years. The \$1.62 billion total marks a 4.8 percent increase from the 2018 fiscal year.

Last week, the American Association for the Advancement of Science (AAAS) announced that UM led the nation with 22 faculty members elected as 2019 fellows, more than any other university. The scientists and engineers were chosen as AAAS fellows by their peers for their “scientifically or socially distinguished efforts to advance science or its applications.” President Schlissel congratulated all 22 newly elected AAAS fellows.

President Schlissel said, “Today is the final Regents’ meeting for Vice President for Student Life Royster Harper, who has devoted four decades to the University of Michigan and to our students. Her time here has always been characterized by a desire to bring students in. She worked alongside them to enact changes, modernize our facilities, make our campus safer and develop policies and support systems to ensure student success, academically, as citizens and as human beings. Her work always came from a place of love for students, while at the same time setting high expectations for them and for what Student Life could – and should – be at a place like UM. Under Dr. Harper’s leadership, our university has led the nation in many important areas, including sexual misconduct prevention and education.” He also announced the creation of the E. Royster Harper Scholarship, made possible by the generous support of lead donors.

Regent White read the following resolution:

***Regents’ Resolution***

*The Regents of the University of Michigan extend their heartfelt appreciation to Dr. E. Royster Harper for her four decades of service to the University of Michigan, the last 18 serving as vice president for student life.*

*Vice President Harper came to the University in 1978 and has been mentoring and advocating for students ever since. She has always*

*been a passionate advocate for the whole student, including physical and mental well-being. She led efforts to prevent sexual misconduct and has adeptly diffused conflict countless times through the years. Dr. Harper championed efforts to improve student space -- whether new and renovated housing and dining or the Trotter Multicultural Center, the Michigan Union or recreational sports facilities. And more.*

*Dr. Harper has been deeply committed to the development of students and staff and has motivated and supported countless individuals. The University of Michigan is a far better place because of her truly extraordinary service.*

*In recognition of her leadership and service, the Regents now name E. Royster Harper vice president emerita for student life, and wish her a long and rewarding retirement.*

Vice President Harper said, “Thank you very much. It’s hard to believe that after decades of service to Michigan students, faculty and staff I’m retiring – I am. Many in the last month have been so kind and gracious and said to me, ‘I’ll miss you.’ I want to say today that I will miss you. You’ve been such great teachers and healers to so many faculty, staff and students, including me. I’ve appreciated our opportunity to share thoughts, counsel and loving energy. We’ve been colleagues and friends, students and teachers. Sir Francis Bacon wrote a wonderful treaty on friendship. In it, he suggests that there are three great attributes of friendship; affection – the true love and affection for your friend; counsel – to give and receive from your friend untarnished counsel based on integrity of purpose and truth; and agency – to do for your friend which he/she could not do for his/herself – always reflecting on and acting in her best interest. I want to thank the regents, the president, my fellow colleagues, and certainly the faculty, staff and Student Life. Thank you for your friendship. It has or will never be taken for granted.

“Most of you know John Evans who was a cofounder of C-SPAN. In September he wrote me a note that was helpful to me and perhaps can be helpful to you. He said, ‘Royster let me remind you yet again, as we have spoken of this before, that all human actions are motivated at the deepest level by one of two emotions – fear or love. Every action taken by human beings is based in love or fear, not simply those dealing with relationships. Love is the energy which expands, opens up, sends out, stays, reveals, shares and heals. Fear is the energy which contracts, closes down, draws in, runs, hides, hordes and harms. Fear wraps our bodies in clothing, love allows us to stand naked. Fear clings to and clutches all that we have, love gives all that we have away. Fear holds close, love holds dear. Fear grasps, love lets go. Fear wrinkles, love soothes. Fear attacks, love amends. Every human thought, word or deed is based on one emotion or the other – love or fear. You have no choice about this because there is nothing else from which to choose. But, you do have free choice about which of these you select. There my love lies your peace.’ I offer that as something for your consideration and I deeply thank you for all the love and affection and growth that I’ve received. It has been an honor to serve this university and the students of this university, and to serve as part of this team.”

Regent Bernstein said, “We all remember the first person who believed in us. For many people that’s a parent, grandparent, coach or professor. For thousands of students on this campus, it was you. The lives that you’ve changed in a positive, meaningful way are countless. You’ve taught more students on this campus than probably any professor that’s ever been here. I wouldn’t be sitting at this table, my brother wouldn’t be sitting at the Supreme Court and there are thousands of other stories

about the lives that you've impacted, directly and indirectly. You've made this university a better place because of your work. I'm deeply and personally grateful to you."

President Schlissel continued with the meeting agenda and brought forward a supplemental item, recommending the appointment of Simone Taylor as interim vice president for student life. Currently, the senior associate vice president for student life, she has more than 40 years of experience in higher education, including over 20 years at UM. As senior AVP, Dr. Taylor oversees many functional areas within Student Life, including the Career Center, Ginsberg Center, International Center and Spectrum Center, along with the Office of Student Conflict Resolution and Program on Intergroup Relations. Dr. Taylor also serves as adjunct associate professor in our School of Education. Dr. Taylor will continue in this role until the regents appoint our next vice president for student life.

President Schlissel also recommended the reappointment of Kevin Hegarty as executive vice president and chief financial officer. Under Executive Vice President Hegarty's leadership the financial health of the UM enterprise has remained strong in support of academics, research, service and patient care missions. He has demonstrated a clear commitment to cost containment, which enhances the affordability of a UM education for all students. He has also spearheaded an initiative in positive organizational culture, which seeks to ensure the nearly 3,000 staff members in Business and Finance feel connected to our public mission.

Earlier this week, the faculty, students, staff and outside members of the President's Commission on Carbon Neutrality shared their interim progress report. The

report demonstrates the examination of major challenges and it highlights the broad outreach being conducted to capture the best ideas and engage the community.

President Schlissel said, “Driving the University of Michigan toward our goal of carbon neutrality is an enormous task. I know that many are anxious for us to move forward quickly, as am I. To best address the complexity of the real-world challenges we face we must align the science with the real-world needs of a world-class university. We need to thoroughly explore our options and make smart plans that we know we can implement.

“Some of the challenges we face include how to keep our academic buildings and residence halls warm in the winter, power our hospitals and accurately and honestly measure our emissions. These are real challenges and we need everyone’s help and participation as we work through them, determine the actions we all must take to achieve carbon neutrality, and decide on what investments we will need to make.

“We are not waiting to act on reducing our carbon footprint while the commission deliberates. We’ve completed actions necessary to get to a 25% reduction in our carbon footprint compared to 2006 well ahead of our 2025 target year, and we continue to pursue enhanced energy efficiency standards in our construction projects and with campus transportation plans.

He thanked the members of the commission and the many students and community members who are working to help us achieve carbon neutrality at UM as quickly as possible.

President Schlissel noted that the conferring of UM degrees to hundreds of our students will take place on Sunday, December 15<sup>th</sup>, at the Ann Arbor Winter

Commencement at the Crisler Center. The UM-Dearborn and UM-Flint commencement ceremonies will be held on Saturday, December 14<sup>th</sup> and Sunday, December 15<sup>th</sup>, respectively. President Schlissel wished all UM students the best of luck on their final exams and projects, and safe travels and joyous times over the upcoming winter break.

### **Finance, Audit and Investment Committee**

Regent White, chair, reported that she and Regents Acker, Brown and Weiser met with Kevin Hegarty, executive vice president and chief financial officer, Brian Smith, associate vice president for finance, Lorraine Currie, director of enterprise risk management, and Jeff Moelich, executive director of university audits. They discussed the university's capital project forecast and debt capacity, the status of the university's enterprise strategic risk program and the university's FY19 audit plan and significant audits findings.

### **Health Affairs Committee**

Regent Ryder Diggs, chair, and Regent Behm met with Dee Hunt, Michigan Medicine's chief human resources officer and Sonya Jacobs, chief organizational learning officer for the university, who provided an overview of best practices for talent management. They were then joined by Dr. David Brown, associate vice president and associate dean for health equity and inclusion for the Medical School, and Patti Andreski, senior research area specialist with the Office of Health Equity and Inclusion. They provided an overview of the diversity, equity and inclusion dashboard and illustrated how the tool would be used to inform strategy and improve operations.

### **Personnel, Compensation and Governance Committee**

Regent Ilitch, chair, and Regent Bernstein met with Acting Provost Dittmar for an update on current searches and other matters. They also met with Vice President Churchill to continue plans for a regents' strategic session that will take place on January 14-16, 2020. This session will be held in Washington, D.C. They look forward to discussions with thought leaders in the nation's capital on such topics as the public's perception of higher education, trends in higher education, enhanced governance and other strategic matters that are important to the Board of Regents.

**Minutes.** Vice President Churchill submitted for approval the minutes of the meeting of October 17, 2019.

**Reports.** Executive Vice President Hegarty submitted the Investment Report, Plant Extension Report and the University Human Resources Report.

**Litigation Report.** Vice President Lynch had no additional report.

**Research Report.** Vice President Cunningham submitted the Report of Projects Established through October 31, 2019.

**University of Michigan Health System.** Executive Vice President Runge had no report.

**Student Life.** Vice President Harper had no report.

**University of Michigan-Dearborn.** Chancellor Grasso announced that Kate Davy is stepping down on December 31<sup>st</sup>, after more than 10 years serving as provost. She has done an outstanding job and her creativity will be missed. She plans to write a book about the impact of regional public universities and tour the country. Chancellor Grasso noted that the Winter Commencement speaker will be Provost Davy.

Chancellor Grasso brought forward a recommendation to appointment Sue Alcock as the UM-Dearborn provost and executive vice chancellor for academic affairs. Since 2018, Sue has been UM-Flint's interim provost and vice chancellor for academic affairs. Prior to her time in Flint, she served in UM's Office of the President as special counsel for institutional outreach and engagement, and as a Presidential Bicentennial Professor. She is a MacArthur Foundation Fellow and will be the first MacArthur Fellow on the Dearborn campus. After teaching at the University of Reading, Sue began her UM career in 1992, culminating in her position as a curator in the Kelsey Museum of Archaeology, and the John H. D'Arms Collegiate Professor of Classical Archaeology and Classics. In 2006, Sue moved to Brown University where she served as the Joukowsky Family Professor of Archaeology and the director of the Joukowsky Institute for Archaeology and the Ancient World. During this time, she also served as deputy and interim vice president for research at Brown University.

He also noted that UM-Dearborn created the university's first podcast, which is focused on strategic planning efforts and featured Arizona State University's Provost Mark Searle. The second podcast will be released next week and will focus on our Environmental Study Area, including its history and impact in the region.

**University of Michigan-Flint.** Chancellor Dutta thanked the regents for participating in the HLC accreditation site visit last month and said it was an important show of support for and interest in UM-Flint and the HLC team was impressed.

In 2007, the Dual Enrollment Education Partnership (DEEP) program began in Lapeer County with 17 students. This year, the program has nearly 700 students from

25 K-12 districts in five counties. It has also expanded to include Early College options for nine local districts.

The Entrepreneur Society at UM-Flint won the 2019 Global Chapter of the Year award from the Collegiate Entrepreneur's Organization.

**Rackham Student Government Report.** Rackham Student Government President Lucca Henrion spoke of climate change, mental health services and sexual assault.

**Central Student Government Report.** Central Student Government (CSG) President Gerstein gave an overview of several initiatives, including student housing and graduation. Priorities for next year are more investment in mental health and support for student activism on campus.

President Schlissel congratulated former CSG President David Schaffer, who graduated in 2017 and recently became the university's first Schwarzman Scholar, a very prestigious scholarship, to study at Tsinghua University in Beijing, China.

**Voluntary Support.** Vice President Baird had no additional report.

**Personnel Actions/Personnel Reports.** Acting Provost Dittmar presented a number of personnel actions and reports. Chancellor Dutta put forward the appointment of Keith A. Moreland, as interim provost and vice chancellor for academic affairs, Office of the Chancellor, effective January 1, 2020. He also brought forward the appointment of William Hull as vice chancellor for university advancement, Office of the Chancellor, effective January 20, 2020.

**Retirement Memoirs.** Vice President Churchill submitted 26 retirement memoirs.

**Memorials.** No deaths of active faculty members reported to the regents this month.

**Degrees.** President Schlissel submitted recommendations for honorary degrees.

**Approval of Consent Agenda.** On a motion by Regent White, seconded by Regent Bernstein, the regents unanimously approved the consent agenda.

### **Fiscal Year 2021 Capital Outlay Submissions All Campuses**

Executive Vice President Hegarty reported on the capital outlay requests and five-year master plans for the Ann Arbor, Dearborn and Flint campuses for the 2021 fiscal year.

### **University Real Estate Policy Annual Report on Leases Exceeding 50,000 Square Feet**

Executive Vice President Hegarty reported on the university's commercial leasing portfolio, which contains eight locations where various university departments are leasing more than 50,000 square feet.

### **Absolute Return and Alternative Assets Commitments**

Executive Vice President Hegarty reported on the University's follow-on investments with previously approved partnerships with a commitment of \$22 million to Champlain Capital Partners III, L.P.; a commitment of \$25 million to OSP Value Fund II-B, L.P.; a commitment of \$50 million to Graham Partners V, L.P.; a commitment of \$50 million to Advent Global Private Equity IX-C, L.P.; a commitment of \$25 million to Andreessen Horowitz Fund VI, L.P. and Andreessen Horowitz LSV Fund I, L.P.; a commitment of \$15 million to Accel London VI, L.P.; and an investment of \$40 million in Project MacKenzie.

**Alternative Assets Commitment**

On a motion by Regent Bernstein, seconded by Regent Ryder Diggs, the regents unanimously rejected a commitment of up to \$50 million from the university's Long Term Portfolio to Vendera Resources IV-B, LP.

**Central Power Plant Steam Pressure Regulator Valve System**

On a motion by Regent White seconded by Regent Bernstein, the regents approved the project as described, and authorized issuing the project for bids and awarding construction contracts provided that bids are within the approved budget.

**West Michigan Oncology Joint Venture with Trinity Health-Michigan**

Executive Vice President Runge brought forward a supplement item to approve the West Michigan Oncology Joint Venture with Trinity Health-Michigan.

On a motion by Regent Bernstein, seconded by Regent Ilitch, the regents unanimously approved the framework of the joint operating agreement as described, and authorize the executive vice president for medical affairs and dean of the Medical School and the executive vice president and chief financial officer to negotiate any final changes to the joint operating agreement; to execute and deliver, individually or jointly, any other agreements and instruments contemplated in the joint operating agreement; to take any other actions necessary or desirable to consummate the transactions described in this action request and in the joint operating agreement; and to obtain or make, as applicable, all governmental and third-party approvals, consents, notices and authorizations that may be necessary.

**Conflicts of Interest**

On a motion by Regent White, seconded by Regent Behm, the regents approved the following conflict of interest items that fall under the State of Michigan Conflict of Interest Statute.

The following information is provided in compliance with statutory requirements:

**Authorize Execution of Investment Agreements Under the MINTS Program for Zakuro LLC**

An agreement with Zakuro LLC was approved.

1. The parties to the contract are the regents of the University of Michigan and Zakuro LLC.
2. The agreement is for financing agreements up to a total of \$5 million in potential investments (through one or more rounds of financing) under MINTS for Zakuro LLC. It is understood that, upon approval of this item, MINTS will have no obligation to enter into Agreements or proceed with any investment in the company. No use of university services or facilities, nor any assignment of university employees, is obligated or contemplated under the agreements. If the transaction proceeds, the university would receive an equity interest in the entity in return for its investment(s).
3. The pecuniary interest arises from the interest of University of Michigan employee Jeffrey Sakamoto.

**Authorize Execution of Investment Agreements Under the MINTS Program for Arborsense, Inc.**

An agreement with Arborsense, Inc. was approved.

1. The parties to the contract are the regents of the University of Michigan and Arborsense, Inc.
2. The agreement is for financing agreements up to a total of \$5 million in potential investments (through one or more rounds of financing) under MINTS for Arborsense, Inc. It is understood that, upon approval of this item, MINTS will have no obligation to enter into Agreements or proceed with any investment in the company. No use of university services or facilities, nor any assignment of university employees, is obligated or contemplated under the agreements. The university will receive an equity interest in the entity in return for its investment(s).
3. The pecuniary interest arises from the interest of University of Michigan employees Xudong Fan, Mark Ilgen and Zhaohui Zhong.

**Authorize Execution of Investment Agreements Under the MINTS Program for NS Nanotech, Inc.**

An agreement with NS Nanotech, Inc. was approved.

1. The parties to the contract are the regents of the University of Michigan and NS Nanotech, Inc.
2. The agreement is for financing agreements up to a total of \$5 million in potential investments (through one or more rounds of financing) under MINTS for NS Nanotech, Inc. It is understood that, upon approval of this item, MINTS will have no

obligation to enter into Agreements or proceed with any investment in the company. No use of university services or facilities, nor any assignment of university employees, is obligated or contemplated under the agreements. If the transaction proceeds, the university will receive an equity interest in the entity in return for its investment(s).

3. The pecuniary interest arises from the interest of University of Michigan employee Zetian Mi.

### **Authorization for the University of Michigan to Enter into a License Agreement with a Venture Accelerator Firm Located at the North Campus Research Complex**

An agreement with a Venture Accelerator Firm at the North Campus Research complex was approved.

1. The parties to the contract are the regents of the University of Michigan and Sequal Inc.
2. The service to be provided is the license of space in the North Campus Research Complex Venture Accelerator located at 1600 Huron Parkway, Ann Arbor, Michigan with access to common area space within the building. The license durations, including all options for renewal are outlined in the spreadsheet. The license will use the standard University of Michigan Venture Accelerator license template. The licensee company will pay the rates as stipulated in the attached spreadsheet for the current term and option years as indicated. The licensee company will be responsible for providing monthly updates concerning its business progress to the University of Michigan's Office of Technology Transfer, and will have access to Office of Technology Transfer personnel for advice concerning obtaining technology assessment, business consulting, technical assistance, capital raising or other business services.
3. The pecuniary interest arises from the fact that University of Michigan employees David Blaauw, Reetu Das, Robert Dickson, Kush Goliya, Satish Narayanasamy, Arun Subramanian, Jack Wadden and Xiao Wu are owners and/or officers of Sequal Inc.

### **Authorization for the University to transact with Flowergirl LLC**

An agreement with Flowergirl LLC was approved.

1. The parties to the contract are the regents of the University of Michigan, its Library and Flowergirl LLC.
2. The agreement is for a one time purchase at a total cost not to exceed \$2,765. Flowergirl LLC will be supplying all the necessary resources and personnel to fulfill this contract. The remaining base contract terms and conditions are typical to those used in Procurement Services' standard templates for other similar contracts entered into by the regents.
3. The pecuniary interest arises from the fact that University of Michigan employee Aileen Kennison is owner of Flowergirl LLC.

### **Authorization for the University to enter into an agreement with Reames Consulting dba "Guideline Consulting"**

An agreement with Reames Consulting dba "Guideline Consulting" was approved.

1. The parties to the contract are the regents of the University of Michigan, its Department of Mechanical Engineering and Reames Consulting dba "Guideline Consulting".
2. The agreement is for a duration of one year at a total cost not to exceed \$47,520. Reames Consulting dba "Guideline Consulting" will be supplying all the necessary resources and personnel to fulfill this contract. The remaining base contract terms and conditions were tailored to meet the particular needs of this contract and have been approved by Procurement Services after advice from the Office of General Counsel.
3. The pecuniary interest arises from the fact that University of Michigan employee Griffin Reames is owner of Reames Consulting dba "Guideline Consulting".

#### **Authorization for the University to transact with Universal Fabrication Services**

An agreement with Universal Fabrication Services was approved.

1. The parties to the contract are the regents of the University of Michigan and its Museum of Natural History and Universal Fabrication Services.
2. The agreement is for a one time purchase at a total cost not to exceed \$5,000. Universal Fabrication Services will be supplying all the necessary resources and personnel to fulfill this contract. The remaining base contract terms and conditions are typical to those used in Procurement Services' standard templates for other similar contracts entered into by the regents.
3. The pecuniary interest arises from the fact that University of Michigan employee Daniel Erickson is owner of Universal Fabrication Services.

#### **Authorization for the University to enter into an agreement with AlertWatch, Inc.**

An agreement with AlertWatch, Inc. was approved.

1. The parties to the contract are the regents of the University of Michigan, its Department of Anesthesiology and AlertWatch, Inc.
2. The agreement is for a duration of three months at a total cost not to exceed \$3,000. AlertWatch, Inc. will be supplying all the necessary resources and personnel to fulfill this contract. The remaining base contract terms and conditions are typical to those used in Procurement Services' standard templates for other similar contracts entered into by the regents.
3. The pecuniary interest arises from the fact that University of Michigan employees Jan Gombert, Theodore Tremper and Kevin Tremper are employee, stockholder, owner and/or director of AlertWatch, Inc.

#### **Authorization for the University to transact with the Institute for Social and Environmental Research-Nepal**

An agreement with the Institute for Social and Environmental Research-Nepal was approved.

1. The parties to the contract are the regents of the University of Michigan, its Institute for Social Research and the Institute for Social and Environmental Research-Nepal.
2. The agreement is for a duration of one year at a total cost not to exceed \$200,000. The Institute for Social and Environmental Research-Nepal will be supplying all the necessary resources and personnel to fulfill this contract. The remaining base contract terms and conditions are typical to those used in Procurement Services' standard templates for other similar contracts entered into by the regents.

3. The pecuniary interest arises from the fact that University of Michigan employee Dirgha Jibi Ghimire is director of the Institute for Social and Environmental Research-Nepal.

### **Authorization for the University to enter into an agreement with Kevin Rutherford Thomas**

An agreement with Kevin Rutherford Thomas was approved.

1. The parties to the contract are the regents of the University of Michigan, its Residential College and Kevin Rutherford Thomas.
2. The agreement is for a duration of one year at a total cost not to exceed \$10,000. Kevin Rutherford Thomas will be supplying all the necessary resources and personnel to fulfill this contract. The remaining base contract terms and conditions are typical to those used in Procurement Services' standard templates for other similar contracts entered into by the regents.
3. The pecuniary interest arises from the fact that University of Michigan employee Kevin Rutherford Thomas is owner of Kevin Rutherford Thomas.

### **Authorization for the University to transact with Aria Thakore**

An agreement with Aria Thakore was approved.

1. The parties to the contract are the regents of the University of Michigan, its Zell Lurie Institute and Aria Thakore.
2. The agreement is for a duration of one year at a total cost not to exceed \$6,500. Aria Thakore will be supplying all the necessary resources and personnel to fulfill this contract. The remaining base contract terms and conditions are typical to those used in Procurement Services' standard templates for other similar contracts entered into by the regents.
3. The pecuniary interest arises from the fact that University of Michigan employee Aria Thakore is owner of Aria Thakore.

### **Authorization for the University to transact with Lead with Grace dba "For Dearborn"**

An agreement with Lead with Grace dba "For Dearborn" was approved.

1. The parties to the contract are the regents of the University of Michigan, its Zell Lurie Institute and Lead with Grace dba "For Dearborn".
2. The agreement is for a duration of one year at a total cost not to exceed \$15,000. Lead with Grace dba "For Dearborn" will be supplying all the necessary resources and personnel to fulfill this contract. The remaining base contract terms and conditions are typical to those used in Procurement Services' standard templates for other similar contracts entered into by the regents.
3. The pecuniary interest arises from the fact that University of Michigan employee Rima Imad Fadlallah is owner of Lead with Grace dba "For Dearborn".

### **Authorization for the University to transact with Angel Rodriguez**

An agreement with Angel Rodriguez was approved.

1. The parties to the contract are the regents of the University of Michigan, its Zell Lurie Institute and Angel Rodriguez.
2. The agreement is for a duration of one year at a total cost not to exceed \$15,000.

Angel Rodriguez will be supplying all the necessary resources and personnel to fulfill this contract. The remaining base contract terms and conditions are typical to those used in Procurement Services' standard templates for other similar contracts entered into by the regents.

3. The pecuniary interest arises from the fact that University of Michigan employee Angel Rodriguez is owner of Angel Rodriguez.

### **Authorization for the University to transact with Pikkit**

An agreement with Pikkit was approved.

1. The parties to the contract are the regents of the University of Michigan, its Zell Lurie Institute and Pikkit.
2. The agreement is for a duration of one year at a total cost not to exceed \$15,000. Pikkit will be supplying all the necessary resources and personnel to fulfill this contract. The remaining base contract terms and conditions are typical to those used in Procurement Services' standard templates for other similar contracts entered into by the regents.
3. The pecuniary interest arises from the fact that University of Michigan employee Pranav Tadikonda is owner of Pikkit.

### **Authorization for the University to transact with Puente**

An agreement with Puente was approved.

1. The parties to the contract are the regents of the University of Michigan, its Zell Lurie Institute and Puente.
2. The agreement is for a duration of one year at a total cost not to exceed \$15,000. Puente will be supplying all the necessary resources and personnel to fulfill this contract. The remaining base contract terms and conditions are typical to those used in Procurement Services' standard templates for other similar contracts entered into by the regents.
3. The pecuniary interest arises from the fact that University of Michigan employee Hope Tambala is employee, partner and owner of Puente.

### **Authorization for the University to enter into a contract with CubeWorks, Inc.**

An agreement with CubeWorks, Inc. was approved.

1. The parties to the contract are the regents of the University of Michigan, its Department of Electrical Engineering and Computer Science and CubeWorks, Inc.
2. The contract is for Cube Works, Inc. to support the development and delivery of a new battery casing technology for a three millimeter sized high temperature, high energy density battery for powering the University of Michigan's M3 based (Michigan Micro Mote) high temperature and pressure system. Cube Works, Inc. will provide samples of the battery and collaborate with the university to incorporate the battery into the high temperature and pressure system. The performance period is anticipated to be August 1, 2019 through September 30, 2020 and have an estimated value not to exceed \$100,000. The terms of the proposed contract will comply with appropriate university requirements. Since research projects are often amended, this proposed contract will include a provision for changes in time, amount and scope.
3. The pecuniary interest arises from the fact that University of Michigan employees David Blaauw, Prabal Dutta, ZhiYoong Foo, Gyouho Kim and Dennis Sylvester are partial owners of CubeWorks, Inc.

### **Research Agreement between the University of Michigan and Eli Lilly and Company**

An amended research agreement with Eli Lilly and Company to include the proposal to a previously approved agreement entitled, “The Renal Pre-Competitive Consortium (RPC2) – Eli Lilly (2020-2021)” (ORSP #20-PAF02477) was approved.

1. The parties to the contract are the Regents of the University of Michigan and Eli Lilly and Company.
2. The terms of the amendment conform to university policy. The period of performance for the project is extended to December 31, 2021. The amount of additional funding support will not exceed \$399,462. Since research projects are often amended, this agreement includes a provision for changes in time and scope. University procedures for approval of these changes will be followed and additional conflict of interest review will be done as appropriate.
3. The pecuniary interest arises from the fact that University of Michigan employee Dr. Marschall Runge is a paid member of the board of directors of Eli Lilly and Company.

### **License Agreement between the University of Michigan and PTM Therapeutics, Inc.**

A license agreement with PTM Therapeutics, Inc. to license from the University of Michigan the university’s rights associated with the following technology was approved: UM OTT File No. 2020-066 entitled, “Monoclonal Antibody GM35”

1. The parties to the contract are the Regents of the University of Michigan and PTM Therapeutics, Inc.
2. Agreement terms include granting an exclusive license with the right to grant sublicenses. PTM Therapeutics, Inc. will pay a royalty on sales. The university may receive equity in PTM Therapeutics, Inc., along with the right to purchase more equity. The university will retain rights to the licensed technology and may continue to further develop it and use it internally. No use of university services or facilities, nor any assignment of university employees, is obligated or contemplated under the agreement. Standard disclaimers of warranties and indemnification apply, and the agreement may be amended by consent of the parties, such as adding related technology. University procedures for approval of these changes will be followed and additional conflict of interest review will be done as appropriate.
3. The pecuniary interest arises from the fact that University of Michigan employees Dr. Charles Parkos and Jennifer Brazil are part owners of PTM Therapeutics, Inc.

### **License Agreement between the University of Michigan and Zakuro LLC**

A license agreement with Zakuro LLC to license from the University of Michigan the University’s rights associated with the following technologies was approved: UM OTT File No. 6744 entitled, “Segmented Cell Architecture for Solid State Batteries”; UM OTT File No. 6746 entitled, “Slurry Formulation for the

Formation of Layers for Solid State Batteries”; UM OTT File No. 7102 entitled, “Ceramic Garnet Based Ionically Conducting Material – electrolyte”; UM OTT File No. 7182 entitled, “Stabilization Coatings for Solid State Batteries”; UM OTT File No. 7185 entitled, “Metal Infiltrated Electrodes for Solid State Batteries”; UM OTT File No. 7310 entitled, “Method for Formation of Facile Li Metal Anode Interface with a Solid-Electrolyte”; UM OTT File No. 7352 entitled, “Method for Treating the Surface of Solid Electrolytes”; UM OTT File No. 7423 entitled, “Method for Suppressing Metal Propagation in Polycrystalline Solid Electrolytes”; UM OTT File No. 7518 entitled, “Bulk Solid State Batteries Utilizing Mixed Ionic Electronic Conductors”; UM OTT File No. 7630 entitled, “Mixed Ionic and Electronic Conductor for Solid State Battery”; UM OTT File No. 7659 entitled, “Solid-State Battery Electrolyte Having Increased Stability Towards Cathode Materials”; UM OTT File No. 7753 entitled, “Methods for Lowering the Hot-Pressing Temperatures of Garnet Structured Ionic Conductors”; UM OTT File No. 7760 entitled, “Current Collector Clad with Li-ion Solid Electrolyte”; UM OTT File No. 2019-177 entitled, “Cermets Electrode for Solid-State and Lithium-Ion Battery”; UM OTT File No. 2020-005 entitled, “Rapid-Induction Sinter Forge for Roll-to-Roll”; UM OTT File No. 2020-017 entitled, “Stabilizing the Alkali Metal-Solid Electrolyte”; and UM OTT File No. 2020-093 entitled, “Method of Electrodeposition of Electroactive Species at Solid-Solid Interfaces”

1. The parties to the contract are the Regents of the University of Michigan and Zakuro LLC.
2. Agreement terms include granting Zakuro LLC an exclusive license with the right to grant sublicenses. Zakuro LLC will pay a royalty on sales and reimburse patent costs. The university may receive equity in Zakuro LLC along with the right to purchase more equity. The university will retain ownership of the licensed technologies and may continue to further develop and use them internally. No use of university services or facilities, nor any assignment of university employees, is obligated or contemplated under the agreement. Standard disclaimers of warranties and indemnification apply, and the agreement may be amended by consent of the parties,

such as adding related technology. University procedures for approval of these changes will be followed and additional conflict of interest review will be done as appropriate.

3. The pecuniary interest arises from the fact that University of Michigan employee Jeff Sakamoto is part owner of Zakuro LLC.

### **Subcontract Agreement between the University of Michigan and Otzi Bio LLC**

A subcontract agreement with Otzi Bio LLC to fund a Department of Defense (prime) STTR Phase I project entitled, “Creation of a bioprinted 3D environment to mimic Neural Tissue” (ORSP #20-PAF02350) was approved.

1. The parties to the contract are the Regents of the University of Michigan, its Department of Mechanical Engineering and Otzi Bio LLC.
2. The terms of the agreement conform to university policy. The period of performance for the project is approximately six (6) months. The amount of funding support will not exceed \$89,694. Since research projects are often amended, this agreement includes provisions for changes in time and scope. University procedures for approval of these changes will be followed and additional conflict of interest review will be done as appropriate.
3. The pecuniary interest arises from the fact that University of Michigan employees Nilay Chakraborty and Quinn Osgood are part owners of Otzi Bio LLC.

### **Subcontract Agreement between the University of Michigan and Sarcoma Alliance for Research Through Collaboration**

A subcontract agreement with Sarcoma Alliance for Research Through Collaboration to fund a NIH (prime) project entitled, “Establishing a Clinically-Annotated Tissue Bank for Rare Sarcoma Subtypes” (ORSP #20-PAF02344) was approved.

1. The parties to the contract are the Regents of the University of Michigan, its Department of Internal Medicine-Hematology/Oncology and Sarcoma Alliance for Research Through Collaboration.
2. The terms of the agreement conform to university policy. The period of performance for the project is approximately two (2) years. The amount of funding support will not exceed \$128,700. Since research projects are often amended, this agreement includes provisions for changes in time and scope. University procedures for approval of these changes will be followed and additional conflict of interest review will be done as appropriate.
3. The pecuniary interest arises from the fact that University of Michigan employee Denise Reinke is president and chief executive officer of Sarcoma Alliance for Research Through Collaboration.

### **Reassignment Agreement between the University of Michigan and Sara Rampazzi**

A reassignment agreement with Sara Rampazzi to have the rights to the following technology assigned to her personally was approved: UM OTT File No. 2019-476 entitled, “Neuromeric Two Factor Authentication System Using In-Ear EEG”.

1. The parties to the contract are the Regents of the University of Michigan and Sara Rampazzi.
2. Agreement terms include assigning ownership of the technology referenced above to Sara Rampazzi at no cost. Sara Rampazzi will not be obligated to pay a royalty on sales. No reimbursement of expenses will be necessary as the Office of Technology Transfer has not filed any patent applications or spent any money on the technology. The university will retain an irrevocable, non-exclusive, non-transferable, royalty-free license to practice and have practiced the technology and/or patents for any noncommercial research, academic or teaching purpose. No use of university services or facilities nor any assignment of university employees is obligated or contemplated under the agreement. Standard disclaimers of warranties and indemnification apply, and the agreement may be amended by consent of the parties, such as adding related technology. University procedures for approval of these changes will be followed and additional conflict of interest review will be done as appropriate.
3. The pecuniary interest arises from the fact that University of Michigan employee Sara Rampazzi is owner of Sara Rampazzi.

### **Research Agreement between the University of Michigan and MeiraGTx Limited**

An amended research agreement with MeiraGTx Limited to include in a previously approved agreement the following proposal entitled, “Long-term follow-up study of participants following an open label, multi-centre, Phase I/II dose escalation trial of a recombinant adeno-associated virus vector (AAV2/8-hCARp.hCNGB3) for gene therapy of adults and children with achromatopsia owing to defects in CNGB3” (ORSP #20-PAF01705) was approved.

1. The parties to the contract are the Regents of the University of Michigan, its Department of Ophthalmology and Visual Sciences and MeiraGTx Limited.
2. The terms of the amendment conform to university policy. The period of performance for the project is approximately six (6) years. The amount of funding support will be increased by \$1,049,833. Since research projects are often amended, this agreement includes a provision for changes in time and scope. University procedures for approval of these changes will be followed and additional conflict of interest review will be done as appropriate.

3. The pecuniary interest arises from the fact that University of Michigan employee Robin Ali is part owner and chief scientific officer of MeiraGTx Limited.

### **License Agreement between the University of Michigan and MONSTR Sense Technologies, LLC**

A license agreement with MONSTR Sense Technologies, LLC to license from the University of Michigan the university's rights associated with the following technology was approved: UM OTT File No. 2018-285 entitled, "Path-Fluctuation Monitor for Frequency-Modulated Interferometer"

1. The parties to the contract are the Regents of the University of Michigan and MONSTR Sense Technologies, LLC.
2. Agreement terms include granting MONSTR Sense Technologies, LLC an exclusive license with the right to grant sublicenses. MONSTR Sense Technologies, LLC will reimburse patent costs. The university will receive equity in MONSTR Sense Technologies, LLC along with the right to purchase more equity. The university will retain ownership of the licensed technology and may continue to further develop it and use it internally. No use of university services or facilities, nor any assignment of university employees, is obligated or contemplated under the agreement. Standard disclaimers of warranties and indemnification apply, and the agreement may be amended by consent of the parties, such as adding related technology. University procedures for approval of these changes will be followed and additional conflict of interest review will be done as appropriate.
3. The pecuniary interest arises from the fact that University of Michigan employees Steven Cundiff and Eric Martin are part owners of MONSTR Sense Technologies, LLC.

### **Research Agreement between the University of Michigan and International Association for Dental Research**

A research agreement with International Association for Dental Research to fund a project entitled, "Redefining the Tumor Microenvironment" (ORSP #20-PAF02694) was approved.

1. The parties to the contract are the Regents of the University of Michigan, its Department of Periodontics and Oral Medicine and International Association for Dental Research.
2. The terms of the agreement conform to university policy. The period of performance for the project is approximately one (1) year. The amount of funding support will not exceed \$10,000. Since research projects are often amended, this agreement includes a provision for changes in time and scope. University procedures for approval of these changes will be followed and additional conflict of interest review will be done as appropriate.
3. The pecuniary interest arises from the fact that University of Michigan employee Nisha D'Silva is the treasurer of the board of directors of International Association for Dental Research.

**Research Agreement between the University of Michigan and Eli Lilly and Company**

A research agreement with Eli Lilly and Company to fund a project entitled, “A Randomized, Double-Blind, Placebo-Controlled, Parallel-Group, Phase 3 Study of Baricitinib in Patients with Systemic Lupus Erythematosus (SLE)” (ORSP #20-PAF01872) was approved.

1. The parties to the contract are the Regents of the University of Michigan, its Department of Internal Medicine and Eli Lilly and Company.
2. The terms of the agreement conform to university policy. The period of performance for the project is approximately two (2) years. The amount of funding support will not exceed \$179,035. Since research projects are often amended, this agreement includes a provision for changes in time and scope. University procedures for approval of these changes will be followed and additional conflict of interest review will be done as appropriate.
3. The pecuniary interest arises from the fact that University of Michigan employee Dr. Marschall Runge is a paid member of the board of directors of Eli Lilly and Company.

**Research Agreement between the University of Michigan and Eli Lilly and Company**

A research agreement with Eli Lilly and Company to fund a project entitled, “A Phase 3 Trial Comparing LOXO-292 to Cabozantinib or Vandetanib in Patients with RET-Mutant Medullary Thyroid Cancer” (ORSP #20-PAF01325) was approved.

1. The parties to the contract are the Regents of the University of Michigan, its Department of Internal Medicine and Eli Lilly and Company.
2. The terms of the agreement conform to university policy. The period of performance for the project is approximately seven (7) years. The amount of funding support will not exceed \$1,520,612. Since research projects are often amended, this agreement includes a provision for changes in time and scope. University procedures for approval of these changes will be followed and additional conflict of interest review will be done as appropriate.
3. The pecuniary interest arises from the fact that University of Michigan employee Dr. Marschall Runge is a paid member of the board of directors of Eli Lilly and Company.

**License Agreement between the University of Michigan and Labyrinth Biotech Inc.**

A license agreement with Labyrinth Biotech Inc. to license from the University of Michigan the university’s rights associated with the following technology was approved: UM OTT File No. 5558 entitled, “Label Free High Throughput Microfluidic Device for Size-Based Separation of Cells”.

1. The parties to the contract are the Regents of the University of Michigan and Labyrinth Biotech Inc.
2. Agreement terms include granting Labyrinth Biotech Inc. an exclusive license with the right to grant sublicenses. Labyrinth Biotech Inc. will pay a royalty on sales and reimburse patent costs. The university may receive equity in Labyrinth Biotech Inc. along with the right to purchase more equity. The university will retain ownership of the licensed technology and may continue to further develop it and use it internally. No use of university services or facilities, nor any assignment of university employees, is obligated or contemplated under the agreement. Standard disclaimers of warranties and indemnification apply, and the agreement may be amended by consent of the parties, such as adding related technology. University procedures for approval of these changes will be followed and additional conflict of interest review will be done as appropriate.
3. The pecuniary interest arises from the fact that University of Michigan employee Sunitha Nagrath is part owner of Labyrinth Biotech Inc.

### **Research Agreement between the University of Michigan and The Hope Foundation**

A research agreement with The Hope Foundation to fund a project entitled, “Prospective Drug-Drug Interaction (DDI) Screening in SWOG Clinical Trials” (ORSP #19-PAF08442) was approved.

1. The parties to the contract are the Regents of the University of Michigan, its Department of Clinical Pharmacy and The Hope Foundation.
2. The terms of the agreement conform to university policy. The period of performance for the project is approximately one (1) year. The amount of funding support will not exceed \$62,500. Since research projects are often amended, this agreement includes a provision for changes in time and scope. University procedures for approval of these changes will be followed and additional conflict of interest review will be done as appropriate.
3. The pecuniary interest arises from the fact that University of Michigan employee James Rae is the secretary of the board of directors of The Hope Foundation.

### **Research Agreement between the University of Michigan and Eli Lilly and Company**

A research agreement with Eli Lilly and Company to fund a project entitled, “Phase II Trial of Abemaciclib with or without Atezolizumab in Metastatic Castration Resistant Prostate Cancer (mCRPC) (I3Y-USI016)” (ORSP #20-PAF03399) was approved.

1. The parties to the contract are the Regents of the University of Michigan, its Department of Internal Medicine and Eli Lilly and Company.
2. The terms of the agreement conform to university policy. The period of performance for the project is approximately five (5) years. The amount of funding support will not exceed \$1,548,205. Since research projects are often amended, this agreement includes a provision for changes in time and scope. University procedures for approval of these changes will be followed and additional conflict of interest review will be done as appropriate.

3. The pecuniary interest arises from the fact that University of Michigan employee Dr. Marschall Runge is a paid member of the board of directors of Eli Lilly and Company.

**Option Agreement between the University of Michigan and Calcium Solutions, Inc.**

An option agreement with Calcium Solutions, Inc. to option from the University of Michigan the university's rights associated with the following technology was approved: UM OTT File No. 2018-265 entitled, "Harmonic Pressurized Balloon Angioplasty for Treatment of Calcified Vascular Lesions".

1. The parties to the contract are the Regents of the University of Michigan and Calcium Solutions, Inc.
2. Agreement terms include granting Calcium Solutions, Inc. an option with the right to obtain an exclusive license. Calcium Solutions, Inc. will pay an option fee and reimburse ongoing patent costs. The university will retain ownership of the optioned technology and may continue to further develop it and use it internally. No use of university services or facilities, nor any assignment of university employees, is obligated or contemplated under the agreement. Standard disclaimers of warranties and indemnification apply, and the agreement may be amended by consent of the parties, such as adding related technology. University procedures for approval of these changes will be followed and additional conflict of interest review will be done as appropriate.
3. The pecuniary interest arises from University of Michigan employees Hitinder Gurm and Robert Chisena are part owners of Calcium Solutions, Inc.

**License Agreement between the University of Michigan and Advanced Lidar Semantics, LLC**

A license agreement with Advanced Lidar Semantics, LLC to license from the University of Michigan the University's rights associated with the following technologies was approved: UM OTT File No. 6621 entitled, "Kirigami Nanocomposites;" UM OTT File No. 7574, entitled, "Materials-Sensing LIDARs for Robotics, Drones, and Vehicles with Different Degrees of Automation;" UM OTT File No. 2018-451, entitled: "Kirigami Chiroptical Modulators for Circular Dichroism Measurements in Terahertz and Other Parts of Electromagnetic Spectrum;" and UM OTT File No. 2019-297, entitled: "Multidimensional LIDARs for Recycling."

1. The parties to the contract are the Regents of the University of Michigan and

Advanced Lidar Semantics, LLC

2. Agreement terms include granting Advanced Lidar Semantics, LLC an exclusive license. Advanced Lidar Semantics, LLC will reimburse patent costs and pay royalties. The university will retain ownership of the licensed technologies and may continue to further develop and use them internally. No use of university services or facilities, nor any assignment of university employees, is obligated or contemplated under the agreement. Standard disclaimers of warranties and indemnification apply, and the agreement may be amended by consent of the parties, such as adding related technology. University procedures for approval of these changes will be followed and additional conflict of interest review will be done as appropriate.
3. The pecuniary interest arises from the fact that University of Michigan employee Nicholas Kotov is part owner of Advanced Lidar Semantics, LLC.

### **License Agreement between the University of Michigan and Cor-Dx LLC**

A license agreement with Cor-Dx LLC to license from the University of Michigan the university's rights associated with the following technologies was approved: UM OTT File No. 4633 entitled, "Algorithm and Device to Detect and Differentiate AF from Other Arrhythmias"; and UM OTT File No. 6066 entitled, "Injectable Device and System for Heart Rhythm and Other Physiologic Monitoring".

1. The parties to the contract are the Regents of the University of Michigan and Cor-Dx LLC
2. Agreement terms include granting Cor-Dx LLC an exclusive license with the right to grant sublicenses. Cor-Dx LLC will pay a royalty on sales and reimburse patent costs. The university may receive equity in Cor-Dx LLC along with the right to purchase more equity. The university will retain ownership of the licensed technologies and may continue to further develop and use them internally. No use of university services or facilities, nor any assignment of university employees, is obligated or contemplated under the agreement. Standard disclaimers of warranties and indemnification apply, and the agreement may be amended by consent of the parties, such as adding related technology. University procedures for approval of these changes will be followed and additional conflict of interest review will be done as appropriate.
3. The pecuniary interest arises from the fact that University of Michigan employees Grant Kruger, Dr. Hakan Oral and Omer Berenfeld are part owners of Cor-Dx LLC.

### **Option Agreement between the University of Michigan and Auricle Inc.**

An option agreement with Auricle Inc. to option from the University of Michigan the university's rights associated with the following technology was approved: UM OTT File No. 5507 entitled, "Tailored Auditory - Somatosensory Stimulation to Treat Tinnitus".

1. The parties to the contract are the Regents of the University of Michigan and Auricle Inc.
2. Agreement terms include granting Auricle Inc. an option with the right to obtain an exclusive license. Auricle Inc. will pay an option fee. The university will retain ownership of the optioned technology and may continue to further develop it and use it internally. No use of university services or facilities, nor any assignment of university employees, is obligated or contemplated under the agreement. Standard disclaimers of warranties and indemnification apply, and the agreement may be amended by consent of the parties, such as adding related technology. University procedures for approval of these changes will be followed and additional conflict of interest review will be done as appropriate.
3. The pecuniary interest arises from University of Michigan employees Susan Shore and David Martel are part owners of Auricle Inc.

**License Agreement between the University of Michigan and Ecovia Renewables Inc.**

A license agreement with Ecovia Renewables Inc. to license from the University of Michigan the university's rights associated with the following technology was approved: UM OTT File No. 6244 entitled, "Co-Cultures for Producing Polyglutamic Acid".

1. The parties to the contract are the Regents of the University of Michigan and Ecovia Renewables Inc.
2. Agreement terms include granting Ecovia Renewables Inc. an exclusive license with the right to grant sublicenses. Ecovia Renewables Inc. will pay a royalty on sales and reimburse patent costs. The University may receive equity in Ecovia Renewables Inc. along with the right to purchase more equity. The university will retain ownership of the licensed technology and may continue to further develop it and use it internally. No use of university services or facilities, nor any assignment of university employees, is obligated or contemplated under the agreement. Standard disclaimers of warranties and indemnification apply, and the agreement may be amended by consent of the parties, such as adding related technology. University procedures for approval of these changes will be followed and additional conflict of interest review will be done as appropriate.
3. The pecuniary interest arises from the fact that University of Michigan employee Xiaoxia (Nina) Lin is part owner of Ecovia Renewables Inc.

**Option Agreement between the University of Michigan and Aquora Biosystems, Inc.**

An option agreement with Aquora Biosystems, Inc. to option from the University of Michigan the university's rights associated with the following technology was approved: UM OTT File No. 2018-457, entitled: "High Surface Area Biofilm Structure with Multiple-Pass Recirculation for Biological Treatment".

1. The parties to the contract are the Regents of the University of Michigan and Aquora

Biosystems, Inc.

2. Agreement terms include granting Aquora Biosystems, Inc. an option to an exclusive license with the right to grant sublicenses. The license contemplated by the option agreement may include terms requiring Aquora Biosystems, Inc. to pay a royalty on sales, reimburse patent costs and to grant to university equity in Aquora Biosystems, Inc., along with the right to purchase more equity. The university will retain ownership of the optioned technology and may continue to further develop it and use it internally. No use of university services or facilities, nor any assignment of university employees, is obligated or contemplated under the agreement. Standard disclaimers of warranties and indemnification apply, and the agreement may be amended by consent of the parties, such as adding related technology. University procedures for approval of these changes will be followed and additional conflict of interest review will be done as appropriate.
3. The pecuniary interest arises from University of Michigan employees Steven Skerlos, Lutgarde Raskin and Timothy Fairley are part owners of Aquora Biosystems, Inc.

On a motion by Regent White, seconded by Regent Bernstein, the regents approved the following conflict of interest items that fall under the State of Michigan Conflict of Interest Statute. Regent Brown recused himself from the vote.

The following information is provided in compliance with statutory requirements:

**Authorize Execution of Investment Agreements Under the MINTS Program for Voxel51, Inc.**

An agreement with Voxel51, Inc. was approved.

1. The parties to the contract are the regents of the University of Michigan and Voxel51, Inc.
2. The agreement is for financing agreements up to a total of \$5 million in potential investments (through one or more rounds of financing) under MINTS for Voxel51, Inc. It is understood that, upon approval of this item, MINTS will have no obligation to enter into Agreements or proceed with any investment in the company. No use of university services or facilities, nor any assignment of university employees, is obligated or contemplated under the agreements. The university will receive an equity interest in the entity in return for its investment(s).
3. The pecuniary interest arises from the interest of University of Michigan employee Jason Corso.
- 4.

**Name and Operational Change of an Academic Institute**

On a motion by Regent Bernstein, seconded by Regent Brown, the regents unanimously approved changing the name and reporting line of the Molecular and Behavioral Neurosciences Institute, effective January 1, 2020.

**Approval to Allow the Quantitative Methods in the Social Sciences Program to Appoint Faculty**

On a motion by Regent Bernstein, seconded by Regent Behm, the regents unanimously approved establishing the Quantitative Methods in the Social Sciences Program as an instructional unit with the ability to offer joint faculty appointments in the program, but not be a tenure home.

**Authorization to Allow the Weinberg Institute for Cognitive Science to Appoint Faculty**

On a motion by Regent Bernstein, seconded by Regent Brown, the regents unanimously approved changing the status of the Weinberg Institute for Cognitive Science to an instructional unit allowing the director of the institute to negotiate with departments for partial teaching and service efforts from existing faculty, and partner with departments in future cross-disciplinary growth.

**Comments by Regent Acker on Athletics**

Regent Acker said, “Today, I’d like to talk about an issue that has quickly come to the forefront regarding Athletics and the NCAA: Name, Image and Likeness rights. I want to be clear about where I stand on this important issue, but also the principles that I believe this university should use when advancing this topic. First, it is important to remember the principle reason why we are here discussing this, namely, the NCAA and its members make billions of dollars annually while denying student athletes the free-market rights to license their image as they deem appropriate. In a world where a

bowl executive made \$1.2 million in 2015, while the athletes that competed in his game were restricted to a \$500 gift, the sustainability of this system is quite obviously impossible.

“But why extend name, image and likeness rights to NCAA student athletes? For two reasons. First, it’s good for student athletes, including here at Michigan. Second, it’s good for the integrity of the sports. Allowing name, image and likeness rights helps our athletes. Throughout this university, we are able to push our students to succeed in their chosen fields. We hold showcases for our musical and theatrical students, we encourage the recruitment of our students for companies throughout the world, and even work with our students and faculty to allow them to use their ideas to start world-changing businesses. Restriction of these rights to athletes in this context is simply unconscionable. The reality is that for many of our student athletes, especially those without a professional option, their time at the University of Michigan may be their peak earning potential when it comes to their likeness, name and image.

“Allowing name, image and likeness rights is also good for the integrity of the sports. NLI rights frees the NCAA and university leadership of the burden in determining what appropriate compensation is for student-athletes fame and image. Athletes are then compensated based on their ability and fame, not on an arbitrary basis. We can see the impact that allowing such rights has had on Olympic athletes. It has allowed athletes to continue to maintain their amateur status while being compensated without their sport determining their compensation, and it has allowed Olympic sports to continue to thrive even as professional leagues are nonexistent.

“It is crucial that the University of Michigan needs to lead on this issue. Let’s be clear about who we are in the athletic space. We are a university with national and international reach in intercollegiate athletics, reflected in our strong TV ratings for football and basketball. Viewers do not tune in to see the NCAA, but they do tune in to see our iconic helmets and the block M. We need to leverage the power of our brand to lead to make sure that whatever legislation is enacted benefits Michigan’s student athletes first.

“We must ensure that we develop a system that is transparent. It would be naïve to believe that pay-for-play isn’t occurring at other universities as we sit here today. One of the most important things we must do is take remuneration out of the shadows and ensure that all universities operate on the same playing field. If a booster or donor chooses to spend hundreds of thousands of dollars on the image rights for an individual athlete, it should be reported and publicly available and searchable.

“Fortunately, Michigan has a long tradition of leading innovation, from the point of Yost teams to the Polio vaccine to Google, from Don Canham’s carpet to the Fab Five’s revolutionary basketball style. Name, image and likeness rights are no different, and Michigan’s leadership on this issue with the guiding principles that come from this special institution, would no doubt benefit student athletes on our campuses, in our conference, and across the country. Thank you.”

Regent Bernstein said, “Earlier today the regents met with Athletic Director Warde Manuel who is attending meetings that touch on this topic. They are eager for the university to lead in this and be proactive as this issue is tackled. This is a

university that has been on the cutting edge of athletics for decades. This is another moment for us to do so.

### **Comments by Regent Paul Brown on Protesting**

Regent Brown said, “I’d like to comment on the continued prosecution of the UM students who were arrested as a result of a peaceful protest in the Fleming Building. This university has a long and proud history of free speech – vigorous, peaceful protests, often placing those protestors in personal and legal jeopardy. These activities epitomize the phrase ‘Leaders and Best’ and have made this university, country and world a better place. I deeply respect and appreciate our campus enforcement security teams. They are simply the best in the country. All of us, for our and the staff’s safety, should always comply to directions of the public safety officers. But, in this circumstance, and as a policy I oppose, and believe this university should oppose, the prosecution of UM students, who are arrested as part of a peaceful protest and compliant arrest. I believe to do otherwise is to abandon our duty to be students and our duty to all of our students and society. Thank you.”

### **Public Comment**

The regents heard public comments from: Haley Johnson, student, on the One University Campaign; Richard Norton, faculty, on carbon neutrality, North Campus and faculty/staff housing; Matt Sehrsweeney, student, on Climate Action Michigan; Douglas Kelbaugh, faculty, on climate change; Nick Schmidt, student, on the Michigan Union renovation and reopening celebrations; Grif Barron, student, on UM; Kristen

Hayden, student, on carbon neutrality; Tyrice Denson, alumnus, on the One University Campaign; and Logan Vear, student, on carbon neutrality;

Regent Ryder Diggs said, “Whenever you speak and give us information, we take it in. We listen, we’re reading, we’re thinking about it. Asking me to give you an answer right this second - I just can’t do that. I actually think you have been very effective because when you first started coming to the regents’ meetings and talking individually with each one of us, there was no commission. I think this is the reason why President Schlissel put together a commission to address this issue. The next question is how long does it take? As a person in small business things in my world happen pretty quickly. Obviously, things at a university take a little longer. We study these issues from all different angles. It’s a complex place. For many of us that can seem like it takes a long time. We had an update today and we talked about this along with the timeline. I think Fall 2018 is when the commission began and the report will be ready next fall. I do think that once the commission makes their report, I can trust that it’s very thoughtful, they’ve looked at all the information, they’ve spoken to everyone, they’ve had meetings and townhalls. I would say that just because we don’t say something right away doesn’t mean that we are not listening and taking it all in, because we are. It’s just that we want to hear everyone, we want to read, we want to think about it and we want to make sure that our words are meaningful, real, honest, transparent and based on facts and data.”

Public comments continued with Dim Mang, student, on Asian Americans’ support on campus; Sasha Bishop, student, on UM; Sofia Csazar, student, on UM; Sara Alqaragholy, student, on the One University Campaign; Logan Smith, student, on the

One University Campaign; and Dominic Coletti, student, on the dangerous weapons policy.

**Adjournment**

The meeting was adjourned at 5:35 p.m. The next meeting will take place on February 20, 2019.