

**THE UNIVERSITY OF MICHIGAN
REGENTS COMMUNICATION**

ACTION REQUEST

Subject: Commercialization Agreements with the University of Michigan

Action Requested: Approval of Commercialization Agreements

Preamble:

Statutory conflicts of interest situations were identified by Innovation Partnerships while reviewing commercialization agreements that then triggered a review by the Medical School Conflict of Interest Board and/or the OVPR Conflict of Interest Committee. Plans for management of the possible risks associated with the conflicts of interest will be developed and approved by the Board and/or Committee and may require agreement by the parties involved.

These proposed commercialization agreements (“Agreements”) fall under the State of Michigan Conflict of Interest Statute because employees of the University of Michigan (“University”) have outside activities, relationships, or interests in the companies described in Attachment A. The law permits such Agreements provided they are disclosed to the Board of Regents (“Regents”) of the University and approved in advance by a 2/3 vote.

Background:

These companies were formed to commercialize University technologies and desire to option, license, or reassign the University’s rights associated with them. Innovation Partnerships selected these companies as University partners and negotiated the terms of the proposed agreements in accordance with University policy and its accepted licensing principles.

Agreement Terms Include:

The University will retain ownership of the optioned, licensed, or reassigned 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 Agreements. Standard disclaimers of warranties and indemnification apply, and the Agreements 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. Terms specific to each Agreement are described in Attachment A.

Net Effect:

Innovation Partnerships has negotiated and finalized the terms of the option, license, or reassignment agreements for patents, technology, or content related to University technologies for particular fields of use. The companies will obtain the right to evaluate, use, and/or commercialize the University technologies. The net effects specific to each Agreement are described in Attachment A.

Recommendations:

These matters have been reviewed and approved by the Medical School Conflict of Interest Board and/or the OVPR Conflict of Interest Committee. In light of this disclosure and our finding that the Agreements were negotiated in conformance with standard University practices, I recommend that the Board of Regents approve the Agreements between the University and the companies outlined in Attachment A.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Arthur Lupia". The signature is fluid and cursive, with the first name "Arthur" being more prominent than the last name "Lupia".

Arthur Lupia
Vice President for Research and Innovation

February 2026

Attachment A

Agreement #1

License Agreement between the University and DR-TRAC, LLC Reviewed by the Medical School Conflict of Interest Board		
<u>Innovation Partnerships Intellectual Property File Information</u>		
Number	Title	Inventors
2025-538	Mi-TRAC	Deborah Rooney, Marcos Borges, Brent Stansfield
<u>Background</u>		
DR-TRAC, LLC was formed to commercialize a web-based software application and provide associated implementation services and desires to license the University's rights associated with the technology listed above.		
<u>Net Effects</u> <ul style="list-style-type: none">● Worldwide exclusive● Copyrights● All fields of use● Right to commercialize	<u>Agreement Terms</u> DR-TRAC, LLC will: <ul style="list-style-type: none">● Obtain the right to grant sublicenses The University will: <ul style="list-style-type: none">● Receive equity in DR-TRAC, LLC● Retain the right to purchase more equity in DR-TRAC, LLC	
<u>University Employee; University Title; Relationship with DR-TRAC, LLC</u>		
<ul style="list-style-type: none">● Deborah Rooney; Clinical Professor, Learning Health Sciences; Partial Owner		

Agreement #2

Option Agreement between the University and Orades, Inc.
Reviewed by the OVPR Conflict of Interest Committee

Innovation Partnerships Intellectual Property File Information

Number	Title	Inventors
2026-252	Personalized Bioceramic Grafts for Bone Regeneration	Marco Bottino, David Sarment
2024-524	Bioinspired Nanotherapeutics for Managing Periapical Bone Inflammation	Marco Bottino, Renan Dal Fabbro, Hajime Sasaki, Anna Schwendeman

Background

Orades, Inc. was formed to commercialize dental technologies and market medical bone graft and 3D printing biomaterials for bone regeneration and desires to option the University's rights associated with the technology listed above.

Net Effects

- Worldwide exclusive
- Patents
- For animal, human, and industrial use
- Evaluation only

Agreement Terms

Orades, Inc. will:

- Pay an upfront fee
- Reimburse patent costs

University Employee; University Title; Relationship with Orades, Inc.

- Marco Bottino; Professor, Cariology, Restorative Sciences and Endodontics; Partial Owner

Agreement #3

**License Agreement between the University and Parallel Robotics LLC
Reviewed by the OVPR Conflict of Interest Committee**

Innovation Partnerships Intellectual Property File Information

Number	Title	Inventors
3864	Minimally Invasive Surgical Tool with Enhanced Dexterity	Shorya Awtar, James Geiger, Jens Nielsen, Tristan Trutna, Andrew Mansfield, Patrick Quigley, Rosa Bushkuhl
5737	Actuation and Transmission System for Snake-Style Multi-Link End-Effectors	Shorya Awtar

Background

Parallel Robotics LLC is a full-stack engineering R&D firm that was formed to commercialize technologies in mechatronics and robotics and desires to license the University's rights associated with the technology listed above.

Net Effects

- Worldwide exclusive
- Patents and technical information
- All fields of use
- Right to commercialize

Agreement Terms

Parallel Robotics LLC will:

- Obtain the right to grant sublicenses
- Pay a royalty on sales
- Reimburse patent costs

The University will:

- Receive equity in Parallel Robotics LLC
- Retain the right to purchase more equity in Parallel Robotics LLC

University Employee; University Title; Relationship with Parallel Robotics LLC

- Shorya Awtar; Professor, Mechanical Engineering; Partial Owner

Agreement #4

**Option Agreement between the University and Transcellular Inc.
Reviewed by the OVPR Conflict of Interest Committee**

Innovation Partnerships Intellectual Property File Information

Number	Title	Inventors
2023-102	Deep Reactive Ion Etched Microneedle Array for in-vivo Cancer Monitoring via Cancer Exosome Isolation	Sunitha Nagrath, Scott Smith, Yoontae Kang

Background

Transcellular Inc. was formed to commercialize the “ExoPatch” and other at-home screening/diagnostic products and desires to option the University’s rights associated with the technology listed above.

Net Effects

- Worldwide exclusive
- Patents
- For clinical diagnostics/screening for diseases and conditions use
- Evaluation only

Agreement Terms

- Transcellular Inc. will:
- Pay an upfront fee
 - Reimburse patent costs

University Employee; University Title; Relationship with Transcellular Inc.

- Sunitha Nagrath; Professor, Chemical Engineering; Partial Owner