

**FEBRUARY MEETING, 2018**

*The University of Michigan  
Ann Arbor  
February 15, 2018*

The regents met at 3:43 p.m. in the Anderson Room, Michigan Union. Present were President Schlissel and Regents Behm, Ilitch, Richner, Ryder Diggs and White. Also present were Chancellor Borrego, Vice President Churchill, Vice President Harper, Executive Vice President Hegarty, Vice President Hu, Chancellor Little, Vice President Lynch, Vice President May, Vice President Michels, Provost Philbert, Interim Vice President Rosenberg, Executive Vice President Runge and Vice President Wilbanks. Regents Bernstein, Newman and Weiser participated by conference call.

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

President Schlissel began by offering sympathy to the Parkwood, Florida community following the shooting at Marjory Stoneman Douglas High School. He said, "If we really can't figure out how to keep our children safe, then there really isn't much else that matters."

President Schlissel turned to a supplemental personnel item recommending the appointment of Domenico Grasso as the next chancellor of UM-Dearborn following a competitive national search. Mr. Grasso served as provost at the University of Delaware, vice president for research and dean for graduate education at the University of Vermont, and founding director of engineering at Smith College. He is a veteran of the United States Army, was a first-generation college student and earned his Ph.D. in environmental engineering from UM.

President Schlissel thanked the Board of Regents, the search advisory committee, and co-chair, professor of engineering Ghassan Kridli, for their dedication to this process. Dr. Grasso's appointment will begin August 1, 2018. He and his wife Susan were present at the meeting and received a round of applause.

President Schlissel reported that Governor Snyder has recommended increases in state support for the coming year as follows: two percent for UM-Ann Arbor, 2.6 percent for UM-Dearborn and 2.3 percent for UM-Flint. This continues the recent re-investment in public higher education in Michigan and would, for the first time, get the University back to the level of state funding that existed in 2011.

President Schlissel continued with recommendations of four faculty members for Thurnau Professorships. This year's Thurnau recommendations are: Eric F. Bell, professor of astronomy and professor in the Honors Program; Jason P. De León, associate professor of anthropology; Jason P. McCormick, associate professor of civil and environmental engineering; and Ellen H. Rowe, professor of music. Thurnau nominations are made by deans, associate deans, chairs and academic program directors. He congratulated all of the nominees.

President Schlissel then turned to the horrific problem of sexual misconduct that has taken on renewed prominence in the national conscience through the heartbreaking accounts of brave survivors. He commended their courageous efforts to demand justice, inspire fellow survivors and bring about positive change.

UM recently learned of sexual misconduct involving a Michigan Medicine physician charged with receipt and possession of child pornography and who is being investigated for alleged sexual misconduct involving an adult patient. This individual

was immediately removed from patient care duties and reported to the police. He is no longer employed at UM and the University will continue to cooperate fully with this investigation. His patients have been alerted to these allegations and have been provided with information on reporting and support. An experienced national firm with expertise in this area has been retained to investigate. President Schlissel said, “We want to understand how this disturbing situation occurred so that we can best work to prevent such things in the future. We will share findings when the investigation is complete. This occurrence on our own campus, as well as other episodes of sexual misconduct across the country, compel us to remain vigilant while always looking for ways to make this a safer and more supportive university. The University is examining procedures to improve reporting, accountability and support for those who come forward. This is a top institutional priority that includes the board and the executive team.” This will encompass the entire university community, including students, faculty, staff, visitors and patients.

President Schlissel said, “I want to acknowledge the leadership of the Board of Regents, the executive team and the many outstanding experts we have in our community. We care very deeply about this issue and we share a commitment to look each other in the eye and say that we simply won’t tolerate these types of behaviors at the University of Michigan.”

Regent Richner added that nothing is off the table when it comes to protecting the health and safety of the university community.

Regent Newman said allegations will be taken seriously until every member of the university community is safe and respected.

Regent Ilitch commented on the bravery of the women who reported sexual misconduct. Speaking directly to the UM community she said, “report, report, report.”

**Presentation: Annual Research Report**

President Schlissel then turned the meeting over to Vice President for Research, Jack Hu. Vice President Hu said the mission of the Office of Research is to advance the excellence and integrity of research, scholarship and creative activities across all three campuses. For fiscal year 2017, research expenditures reached \$1.48 billion dollars, a record high. Total expenditures from federal sources was \$832 million. Research expenditures from industry reached \$100 million. Corporate philanthropy also increased. Clinical trials were up by 6.4% to \$79.3 million.

Mcity continues to provide an outstanding example of a public-private partnership. Total investments will exceed \$100 million by 2020 with funding from UM, government agencies and industry. Currently 53 companies have renewed their investment in Mcity Phase II. Mcubed is a unique, collaborative program that stimulates innovative research with real-time funds and has provided seed funding for 487 projects since 2012. Technology Transfer had a record 444 inventions and 172 U.S. patents issued. He concluded by noting the tremendous uncertainty on the future of federal support for research that underscores the importance of diversified funding sources.

President Schlissel congratulated Vice President Hu for year after year setting, meeting and exceeding goals.

## **Consent Agenda**

**Minutes.** Vice President Churchill submitted for approval the minutes of the meetings of November 21, 2017 and December 7, 2017.

**Reports.** Executive Vice President Hegarty submitted the Investment Report as of December 31, 2017, the Plant Extension Report, the University Human Resources Report and the Regents Report on Non-Competitive Purchases equal to or over \$10,000 from Single Sources, September 16, 2017 through December 15, 2017.

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

**Research Report.** Vice President Hu submitted the Report of Projects Established, July 1, 2017 – December 31, 2017.

**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 Little welcomed and congratulated Domenico Grasso and his wife Susan.

He said that Will Clarkson, assistant professor of physics, is leading a research team in examining nine years of Hubble Space Telescope data. Chancellor Little also reported on a group of supply chain and logistics students who assisted the Dearborn Fire Department in analyzing fire call data to help determine the best potential location for a new fire station.

**University of Michigan-Flint.** Chancellor Borrego also welcomed Dr. Grasso and his wife Susan. She said UM-Flint was recognized in the *US News and World*

*Report* for online and mixed-mode options in nursing and education that provide access to many working adults. She also reported that the College of Arts and Sciences' faculty will be leading presentations this spring as part of the "Be the Astronaut" exhibit at the Sloan Museum.

**Central Student Government Report.** President Anushka Sarkar spoke about a statement of support for the Lecturers Employment Organization (LEO) and their current contraction negotiations. She also spoke of "food insecurity" experienced by a number of students on campus, referring to the campus as a food desert. She described the adverse effect this condition has on health, mental health and graduation rates.

**Voluntary Support.** Vice President May submitted the reports of voluntary support for November 2017 and December 2017.

**Personnel Actions/Personnel Reports.** Provost Philbert presented a number of personnel actions and reports.

**Retirement Memoirs.** Vice President Churchill submitted seven memoirs. Provost Philbert spoke to the memoir for Francis X. Blouin Jr., professor of information and professor of history, and said that his scholarship and service were gratefully acknowledged.

**Memorials.** There were no deaths reported to the regents this month.

**Degrees.** Provost Philbert presented the December 2017 final list of degrees and changes to previously approved degree lists.

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

said the he spent a lot of time on the UM-Dearborn campus, and applauded Chancellor Little's vision and leadership, and also added his congratulations to the new chancellor.

### **Absolute Return and Alternative Asset Commitments, and Delegation Investment**

Executive Vice President Hegarty reported on the University's follow-on investments with previously approved partnerships with a commitment of \$10 million to SSG Capital Partners IV, L.P.; a commitment of \$75 million to BCP Fund II, L.P.; a commitment of \$15 million to IndoSpace Logistics Park III, L.P.; a commitment of \$50 million to Roark Capital Partners II Sidecar Fund, L.P.; and a commitment of \$30 million into the Salient Convexity Offshore Fund.

### **Absolute Return Investment**

On a motion by Regent White, seconded by Regent Behm, the regents unanimously approved an investment of \$60 million from the University's investment pool for working capital to Regan Credit Opportunities Fund International, Ltd.

### **Alternative Assets Commitments (all three)**

On a motion by Regent White, seconded by Regent Behm, the regents unanimously approved a commitment of up to \$30 million from the University's Long Term Portfolio to Penzance DC Real Estate Fund LP; a commitment of up to \$30 million from the University's Long Term Portfolio to Detroit Renaissance Real Estate Fund LP; and a commitment of up to \$70 million from the University's Long Term Portfolio to General Catalyst Group IX, LP.

### **Art and Architecture Building Work Commons Renovation**

On a motion by Regent White, seconded by Regent Behm, the regents unanimously approved the Art and Architecture Building commons renovation project

as described, and authorized issuing the project for bids and awarding construction contracts provided that bids are within the approved budget.

**Camp Davis Rocky Mountain Field Station Student Cabin and Support Facilities Replacement**

On a motion by Regent White, seconded by Regent Behm, the regents unanimously approved the Camp Davis Rocky Mountain Field Station student cabin and support facilities replacement project as described, and authorized issuing the project for bids and awarding construction contracts provided that bids are within the approved budget.

**Detroit Observatory Classroom and Accessibility Addition**

On a motion by Regent White, seconded by Regent Behm, the regents unanimously approved the Detroit Observatory classroom and accessibility addition project as described and authorized commissioning Harley Ellis Devereaux for its design.

**Conflicts of Interest**

On a motion by Regent White, seconded by Regent Behm, the regents approved the conflict of interest agenda items 9 and 10 (ArborMetrix), that fall under the State of Michigan Conflict of Interest Statute, with Regent Richner recusing himself from the vote.

On a motion by Regent White, seconded by Regent Behm, the regents unanimously approved the conflict of interest items 11-42, that fall under the State of Michigan Conflict of Interest Statute.

The following information is provided in compliance with statutory requirements:

### **Authorization for the University to extend an agreement with ArborMetrix**

An agreement with ArborMetrix was approved.

1. The parties to the contract are the Regents of the University of Michigan, its Department of Urology and ArborMetrix.
2. The subject contract will expire 1/31/2018, and this request will extend the term 3 years through 12/31/2020. The total value of this extension is \$501,000. ArborMetrix 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 Dr. Justin Dimick is co-founder and part owner of ArborMetrix.

### **Authorization for the University to extend an agreement with ArborMetrix**

An agreement with ArborMetrix was approved.

1. The parties to the contract are the Regents of the University of Michigan, its Department of Surgery and ArborMetrix.
2. The agreement will provide the University with software licensing, maintenance and analytical tools to support the MSQC project at a total value of \$1,400,000. ArborMetrix 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 Dr. Justin Dimick is co-founder and part owner of ArborMetrix.

### **Authorization for the University to transact with Enthusiasm Productions, LLC**

An agreement with Enthusiasm Productions, LLC was approved.

1. The parties to the contract are the Regents of the University of Michigan, its Intercollegiate Athletics Department and Enthusiasm Productions, LLC.
2. The agreement is for the purchase of 148 books, titled "Rise Again" at a total cost of \$9,990. The per book cost of \$67.50 represents a ten percent discount off the retail price. Enthusiasm Productions, 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 David Turnley is the owner of Enthusiasm Productions, LLC.

**Authorization for the University to enter into an agreement with Guideline Consulting**

An agreement with Guideline Consulting was approved.

1. The parties to the contract are the Regents of the University of Michigan, its University Library and Guideline Consulting.
2. The agreement is for leadership coaching and strategic consulting services for the University Library. The contract amount for the project is not to exceed \$45,000. 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 the owner of Guideline Consulting.

**Authorization for the University to enter into an agreement 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 and its Institute for Social and Environmental Research-Nepal (ISER-N).
2. ISER-N will be responsible for the design, refinement and implementation of all data collection and processing to complete the Project in Chitwan, Nepal. The project is sponsored by the National Science Foundation through The Pennsylvania State University and has an estimated cost of \$70,500. ISER-N 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 Ghimire is a director and member of the Board of Directors of ISER-N.

**Authorization for the University to enter into an agreement 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 and its Institute for Social and Environmental Research-Nepal (ISER-N).

2. ISER-N will be responsible for the design, refinement and implementation of all data collection and processing to complete the Project in Chitwan, Nepal. The project is sponsored by the United Kingdom Department for International Development through the Economic and Social Research Council and has an estimated cost of \$241,474. ISER-N 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 Ghimire is a director and member of the Board of Directors of ISER-N.

**Authorization for the University to enter into an agreement 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 and its Institute for Social and Environmental Research-Nepal (ISER-N).
2. ISER-N will be responsible for the design, refinement and implementation of all data collection and processing to complete the Project in Chitwan, Nepal. The project is sponsored by the National Institute of Mental Health and has an estimated cost of \$373,814. ISER-N 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 Ghimire is a director and member of the Board of Directors of ISER-N.

**Authorization for the University to transact with Joy-Southfield Community Development Corporation, Inc.**

An agreement with Joy-Southfield Community Development Corporation, Inc. was approved.

1. The parties to the contract are the Regents of the University of Michigan, its Institute of Healthcare Policy and Innovation and Joy-Southfield Community Development Corporation, Inc. (Joy-Southfield CDC).
2. The agreement is to provide funding for three program trainees to participate in the MiCHWA training for a total cost of \$3,710. Joy-Southfield CDC 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 Dr. David Law is the director of Joy-Southfield CDC.

**Authorize Execution of Investment Agreements for the Monroe-Brown Seed Fund for MDI Therapeutics, Inc.**

An agreement with MDI Therapeutics, Inc. was approved.

1. The parties to the contract are the Regents of the University of Michigan and MDI Therapeutics, Inc.
2. The Monroe-Brown Seed Fund will execute applicable standard agreements for venture capital investing. The University will receive future equity in MDI Therapeutics, Inc., along with the right to purchase more equity. 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. 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 ownership interests of University of Michigan employees Daniel Lawrence and Enming (Joseph) Su in MDI Therapeutics, Inc.

**Subcontract Agreement between the University of Michigan and Arbor Medical Innovations, LLC**

A subcontract agreement with Arbor Medical Innovations, LLC to fund a NIH (prime) STTR Phase I project entitled, "Quantitative Point-of-Care Autonomic and Sensory Measurement System for Next-Generation Pain Management" (ORSP #18-PAF03737) was approved.

1. The parties to the contract are the Regents of the University of Michigan, its Department of Anesthesiology and Arbor Medical Innovations, LLC.
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 \$69,972. 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 employees Steven Harte and Grant Kruger are part owners of Arbor Medical Innovations, LLC.

**Research Agreement between the University of Michigan and Ascentage Pharma Group Corporation, Ltd.**

A research agreement with Ascentage Pharma Group Corporation, Ltd. to fund a project entitled, “MDM2-p53 Inhibitor APG-115 and Tumor Immunity” (ORSP #18-PAF01409) was approved.

1. The parties to the contract are the Regents of the University of Michigan, its Department of Surgery and Ascentage Pharma Group Corporation, Ltd.
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 \$583,625. 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 Shaomeng Wang is a part owner of Ascentage Pharma Group Corporation, Ltd.

**Research Agreement between the University of Michigan and Ascentage Pharma Group Corporation, Ltd.**

A research agreement with Ascentage Pharma Group Corporation, Ltd. to fund a project entitled, “Evaluation of APG-1244 as a gut-targeted anti-fibrotic compound: Testing in vitro and in vivo in Mouse and Rat Models” (ORSP #17-PAF06513) was approved.

1. The parties to the contract are the Regents of the University of Michigan, its Department of Internal Medicine and Ascentage Pharma Group Corporation, Ltd.
2. The terms of the agreement conform to University policy. The period of performance for the project is approximately eighteen (18) months. The amount of funding support will not exceed \$604,965. 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 Shaomeng Wang is a part owner of Ascentage Pharma Group Corporation, Ltd.

### **Research Agreement between the University of Michigan and Decibel Therapeutics, Inc.**

A research agreement with Decibel Therapeutics, Inc. to fund a project entitled, “Assessment of Possible Therapies for Auditory Phenotypes in Chacot-Marie-Tooth Disease (CMT) Using Ntf3” (ORSP #18-PAF02432) was approved.

1. The parties to the contract are the Regents of the University of Michigan, its Department of Otolaryngology and Decibel Therapeutics, Inc.
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 \$142,659. 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 Gabriel Corfas is a part owner of Decibel Therapeutics, Inc.

### **License Agreement between the University of Michigan and Diapin Therapeutics, LLC**

A license agreement with Diapin Therapeutics, LLC to license from the University of Michigan the University’s rights associated with the following technologies was approved: UM OTT File No. 5574 entitled, “Mixed Disulfide Conjugates of Thienopyridines as Antiplatelet Agents”; UM OTT File No. 6647 entitled, “Novel Thienopyridinyl Conjugates to Prevent Thrombosis”; and UM OTT File No. 7773 entitled, “Stereo-Selective Synthesis of Mixed Disulfide Conjugate of Thienopyridine Compounds.”

1. The parties to the contract are the Regents of the University of Michigan and Diapin Therapeutics, LLC.
2. Agreement terms include granting an exclusive license with the right to grant sublicenses. Diapin Therapeutics, LLC will pay a royalty on sales, milestone payments and reimburse patent costs as detailed in the license agreement. 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 Dr. Yuqing (Eugene) Chen is a part owner of Diapin Therapeutics, LLC.

### **Subcontract Agreement between the University of Michigan and Endectra, LLC**

A subcontract agreement with Endectra, LLC to fund a NIH (prime) STTR Phase I project entitled, “Cerenkov Multi-Spectral Imaging and Dosimetry for Real-Time Image Guided Radiation Therapy” (ORSP #18-PAF03996) was approved.

1. The parties to the contract are the Regents of the University of Michigan, its Department of Radiation Oncology and Endectra, LLC.
2. The terms of the agreement conform to University policy. The period of performance for the project is approximately eighteen (18) months. The amount of funding support will not exceed \$75,732. 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 Roy Clarke and Nicholas Cucinelli are part owners of Endectra, LLC.

### **License Agreement between the University of Michigan and Enliven Work, Inc.**

A license agreement with Enliven Work, Inc. to license from the University of Michigan the University’s rights associated with the following technology was approved: UM OTT File No. 3197 entitled, “Reflected Best Self-Exercise.”

1. The parties to the contract are the Regents of the University of Michigan and Enliven Work, Inc.
2. Agreement terms include granting Enliven Work, Inc. a non-exclusive license with the right to grant sublicenses. Enliven Work, Inc. will pay a royalty on sales and milestone minimum payments. The University may receive equity in Enliven Work, 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 Monica Worline is a part owner of Enliven Work, Inc.

### **Subcontract Agreement between the University of Michigan and EVOQ Therapeutics LLC**

A subcontract agreement with EVOQ Therapeutics LLC to fund a NIH (prime) STTR Phase I project entitled, “Nanomedicine for Personalized Cancer Immunotherapy” (ORSP #18-PAF04215) was approved.

1. The parties to the contract are the Regents of the University of Michigan, its Department of Pharmaceutical Sciences and EVOQ Therapeutics LLC.
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 \$90,000. 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 James Moon and Anna Schwendeman are part owners of EVOQ Therapeutics LLC.

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

A research agreement with The Hope Foundation to fund a project entitled, “Identification of novel kinase targets for the treatment of aggressive, radioresistant breast cancers” (ORSP #18-PAF01174) was approved.

1. The parties to the contract are the Regents of the University of Michigan, its Department of Radiation Oncology 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 \$50,000. 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 James Rae is the secretary of the board of directors for The Hope Foundation.

**Subcontract Agreement between the University of Michigan and Integrated Sensing Systems, Inc.**

A subcontract agreement with Integrated Sensing Systems, Inc. to fund a NIH (prime) SBIR Phase II project entitled, “Implantable Intra-Cardiac Pressor Sensor Applications in Patients Receiving Durable Left Ventricular Assist Device Therapy” (ORSP #18-PAF00791) was approved.

1. The parties to the contract are the Regents of the University of Michigan, its Department of Cardiac Surgery and Integrated Sensing Systems, Inc.
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 \$1,359,575. 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 employees Khalil Najafi and Kensall Wise are part owners of Integrated Sensing Systems, Inc.

**Subcontract Agreement between the University of Michigan and MDI Therapeutics, Inc.**

A subcontract agreement with MDI Therapeutics, Inc. to fund a NIH (prime) SBIR Phase I project entitled, “Development of a Small Molecule Inhibitor of PAI-1 for the Treatment of Diffuse Cutaneous Systemic Sclerosis” (ORSP #18-PAF04039) was approved.

1. The parties to the contract are the Regents of the University of Michigan, its Department of Internal Medicine and MDI Therapeutics, Inc.
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 \$74,140. 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 employees Daniel Lawrence, Maria Sandkvist and Enming (Joseph) Su are part owners of MDI Therapeutics, Inc.

### **Subcontract Agreement between the University of Michigan and Mekanistic Therapeutics LLC**

A subcontract agreement with Mekanistic Therapeutics LLC to fund a NIH (prime) STTR Phase I project entitled, “STTR-A1 Phase I Development of a Selective Dual Inhibitor of EGFR and PI3 Kinase for the Treatment of Pancreatic Cancer” (ORSP #18-PAF04016) was approved.

1. The parties to the contract are the Regents of the University of Michigan, its Department of Radiology and Mekanistic Therapeutics LLC.
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 \$101,896. 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 employees Judith Leopold and Christopher Whitehead are part owners of Mekanistic Therapeutics LLC.

### **Subcontract Agreement between the University of Michigan and NOTA Laboratories LLC**

A subcontract agreement with NOTA Laboratories LLC to fund a NIH (prime) SBIR Phase I project entitled, “Antimicrobial Intravascular Catheter Lock Solutions Based on Endogenous Nitric Oxide Release Agent” (ORSP #18-PAF04052) was approved.

1. The parties to the contract are the Regents of the University of Michigan, its Department of Environmental Health Sciences and NOTA Laboratories LLC.
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 \$46,927. 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 employees Mark Meyerhoff, Mark Zacharek and Marc Hershenson are part owners of NOTA Laboratories LLC.

### **Subcontract Agreement between the University of Michigan and NOTA Laboratories LLC**

A subcontract agreement with NOTA Laboratories LLC to fund a NIH (prime) STTR Phase I project entitled, “Low Molecular Electrochemical Gas Phase Nitric Oxide Generator for Biomedical Applications” (ORSP #18-PAF04159) was approved.

1. The parties to the contract are the Regents of the University of Michigan, its Department of Surgery and NOTA Laboratories LLC.
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 \$580,113. 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 employees Mark Meyerhoff, Mark Zacharek and Marc Hershenson are part owners of NOTA Laboratories LLC.

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

A license agreement with Omniscent, Inc. to license from the University of Michigan the University’s rights associated with the following technology was approved: UM OTT File No. 5618 entitled, “Standardized Scalable Micro GC.”

1. The parties to the contract are the Regents of the University of Michigan and Omniscent, Inc.
2. Agreement terms include granting Omniscent, Inc. a non-exclusive license without the right to grant sublicenses. Omniscent, Inc. will pay a royalty on sales and reimburse patent costs. The University may receive equity in Omniscent, 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 employees Yogesh Gianchandani and Yutao Qin are part owners of Omniscent, Inc.

**Research Agreement between the University of Michigan and ONL Therapeutics, Inc.**

A research agreement with ONL Therapeutics, Inc. to fund a project entitled, “Testing Neuroprotective effect of ONL-1204 Ocular Formulation Dose Response in Mouse Retinal Ischemia Injury Model” (ORSP #18-PAF03755) was approved.

1. The parties to the contract are the Regents of the University of Michigan, its Department of Ophthalmology and Visual Sciences and ONL Therapeutics, Inc.
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 \$150,000. 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 David Zacks is a part owner of ONL Therapeutics, Inc.

**Research Agreement between the University of Michigan and ONL Therapeutics, Inc.**

A research agreement with ONL Therapeutics, Inc. to fund a project entitled, “Performing Assays on Samples from Rodent Retinal Detachment (RD) or Sodium Iodate (NaIO<sub>3</sub>) Models” (ORSP #18-PAF05051) was approved.

1. The parties to the contract are the Regents of the University of Michigan, its Department of Ophthalmology and Visual Sciences and ONL Therapeutics, Inc.
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 \$150,000. 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 David Zacks is a part owner of ONL Therapeutics, Inc.

### **License Agreement between the University of Michigan and Optofluidic Bioassay, LLC**

A license agreement with Optofluidic Bioassay, LLC to license from the University of Michigan the University's rights associated with the following technology was approved: UM OTT File No. 6326 entitled, "Assay Plate and Uses Thereof."

1. The parties to the contract are the Regents of the University of Michigan and Optofluidic Bioassay, LLC.
2. Agreement terms include granting Optofluidic Bioassay, LLC an exclusive license with the right to grant sublicenses. Optofluidic Bioassay, LLC will pay a royalty on sales and reimburse patent costs. The University may receive equity in Optofluidic Bioassay, 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 employee Xudong Fan is a part owner of Optofluidic Bioassay, LLC.

### **Research Agreement between the University of Michigan and Orbital ATK, Inc.**

A research agreement with Orbital ATK, Inc. to fund a project entitled, "Expansion of Software to Measure Driver-Side Airbag Inflator Components from CT Scan Images" (ORSP #18-PAF04379) was approved.

1. The parties to the contract are the Regents of the University of Michigan, its Department of Surgery and Orbital ATK, Inc.
2. The terms of the agreement conform to University policy. The period of performance for the project is approximately three (3) months. The amount of funding support will not exceed \$57,000. 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 Lennard Fisk is a member of the board of directors of Orbital ATK, Inc.

### **Reassignment Agreement between the University of Michigan and Mark Orringer**

A reassignment agreement with Mark Orringer to have the University's rights to the following technology assigned to him personally was approved: UM OTT File No. 7789 entitled, "Cervical Esophagogastric Anastomosis (CEGA) Simulator."

1. The parties to the contract are the Regents of the University of Michigan and Mark Orringer.
2. Agreement terms include granting Mark Orringer any right, title and interest the University may have in the technology referenced above. 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. 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 of University of Michigan employee Mark Orringer arises from receipt of a reassignment agreement to the technology.

### **Services Agreement between the University of Michigan and Sarcoma Alliance for Research through Collaboration**

A services agreement with Sarcoma Alliance for Research through Collaboration (SARC) to enter into a service agreement entitled, "SARC Sarcoma SPORE – Core C" (ORSP #18-PAF04054) was approved.

1. The parties to the contract are the Regents of the University of Michigan and SARC.
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 \$13,675. 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 the president and chief executive officer of SARC.

### **Services Agreement between the University of Michigan and Sarcoma Alliance for Research through Collaboration**

A services agreement with Sarcoma Alliance for Research through Collaboration (SARC) to enter into a service agreement entitled, “SARC Sarcoma SPORE – Core A” (ORSP #18-PAF04053) was approved.

1. The parties to the contract are the Regents of the University of Michigan and SARC.
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 \$40,673. 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 the president and chief executive officer of SARC.

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

An option agreement with Sequal, Inc. to option from the University of Michigan the University’s rights associated with the following technology was approved: UM OTT File No. 7840 entitled, “GenAx: A Genome Sequencing Accelerator.”

1. The parties to the contract are the Regents of the University of Michigan and Sequal, Inc.
2. Agreement terms include granting Sequal, Inc. an option to further evaluate the subject technologies and, upon meeting specific milestones, the ability to negotiate an exclusive license with the right to grant sublicenses. Sequal, Inc. will pay an option fee to the University and reimburse patent costs that incur during the term of the agreement. The University will retain ownership of the optioned technology and may continue to further develop it and use it internally, as well as in collaborations with other research institutions. 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 ownership interests of University of Michigan employees Satish Narayanasamy, Reetuparna Das, David Blaauw, Arun Subramanian and Daichi Fujiki in Sequal, Inc.

### **Subcontract Agreement between the University of Michigan and Taza Aya LLC**

A subcontract agreement with Taza Aya LLC to fund a NSF (prime) STTR Phase I project entitled, “Protecting Livestock from Airborne Disease Transmission Using Non-Thermal Plasma Airstream Disinfection” (ORSP #18-PAF03567) was approved.

1. The parties to the contract are the Regents of the University of Michigan, its Department of Civil and Environmental Engineering and Taza Aya LLC.
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 \$92,461. 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 employees Herek Clack and Michael Drake are part owners of Taza Aya LLC.

### **Subcontract Agreement between the University of Michigan and The TruEnamel Company, LLC**

A subcontract agreement with The TruEnamel Company, LLC to fund a NIH (prime) STTR Phase II project entitled, “A tooth whitening Desensitizing Agent for the Treatment of Dentin Hypersensitivity” (ORSP #18-PAF93769) was approved.

1. The parties to the contract are the Regents of the University of Michigan, its Department of Cariology, Restorative Sciences and Endodontics, and The TruEnamel Company, LLC.
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 \$540,111. 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 employees Brian Clarkson, Sywe-Ren Chang and Jun Liu are part owners of The TruEnamel Company, LLC.

## **Master Affiliation and Related Joint Venture Agreements, each with Trinity Health- Michigan**

Executive Vice President Runge brought forward a supplemental item to develop and implement new collaborations with Trinity Health, which owns and operates Saint Joseph Mercy Chelsea Hospital as described in the Regents' Communication.

On a motion by Regent White, seconded by Regent Behm, the regents unanimously approved the Master Affiliation and Related Joint Venture Agreements each with Trinity Health - Michigan.

## **Public Comment**

The regents heard public comments from: Marissa W. Pollick, alumna, on the requested removal of the Michigan Union "Michigan Men" plaque; Sophia Savas, student, on advocating for Student Life facility renovations; Matthew Mosser Miller, faculty, on lecturer conditions at UM; Christopher Olson, student, conflicts of interest with endowment investments; Tony Hessenthaler, faculty, on LEO contract and salary increase; Eugene Bondarenko, faculty, on union contract bargaining; Katie Oppenheim, staff on LEO negotiations; Heather Thompson, faculty, on contract negotiations with LEO; An Pham, Darian Razdar, students, and Neala Berkowski, staff, on Richard Spencer; and Samuel Finn, student, on community update.

## **Adjournment**

The meeting was adjourned at 5:08 p.m. The next meeting will take place on March 29, 2018.