

**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 cursive script, appearing to read "Arthur Lupia".

Arthur Lupia
Interim Vice President for Research and Innovation

March 2025

Attachment A

Agreement #1

License Agreement between the University and Fragmatics, LLC Reviewed by the Medical School Conflict of Interest Board		
<u>Innovation Partnerships Intellectual Property File Information</u>		
Number	Title	Inventors
7143	MSFragger	Alexey Nesvizhskii, Andy Kong
2022-301	MSFragger-Core	Alexey Nesvizhskii, Andy Kong, Fengchao Yu
2022-302	MSFragger-Glyco	Alexey Nesvizhskii, Andy Kong, Fengchao Yu, Daniel Polasky
2022-303	IonQuant	Alexey Nesvizhskii, Fengchao Yu
2022-304	MSFragger-LOS	Alexey Nesvizhskii, Andy Kong, Fengchao Yu
2022-305	MSFragger-DIA	Alexey Nesvizhskii, Andy Kong, Fengchao Yu
2024-015	MSFragger-Labile	Alexey Nesvizhskii, Fengchao Yu, Daniel Polasky
2025-051	MSFragger-DDA+	Alexey Nesvizhskii, Fengchao Yu
2024-417	diaTracer	Alexey Nesvizhskii, Fengchao Yu, Kai Li
<u>Background</u>		
Fragmatics, LLC was formed to commercialize and manage the MS Fragger software suite and desires to license the University’s rights associated with the technology listed above.		
<u>Net Effects</u>	<u>Agreement Terms</u>	
<ul style="list-style-type: none"> ● Worldwide exclusive ● Copyrights ● All fields of use ● Right to commercialize 	Fragmatics, LLC will: <ul style="list-style-type: none"> ● Obtain the right to grant sublicenses ● Pay a royalty on sales The University will: <ul style="list-style-type: none"> ● Receive equity in Fragmatics, LLC ● Retain the right to purchase more equity in Fragmatics, LLC 	
<u>University Employee; University Title; Relationship with Fragmatics, LLC</u>		
<ul style="list-style-type: none"> ● Alexey Nesvizhskii; Professor, Pathology; Partial Owner 		

Agreement #2

**License Agreement between the University and Fulgor, Inc
Reviewed by the OVPR Conflict of Interest Committee**

Innovation Partnerships Intellectual Property File Information

Number	Title	Inventors
7489	Line-of-Sight Low-Power Optical Communication System for Vehicle-to-Vehicle and Vehicle-to-Infrastructure Mobile Communication	Sridhar Lakshmanan, Paul Richardson, YaSha Yi
2018-325	Detection of Near-Field Occlusions in Images	Sridhar Lakshmanan, Christopher Bargman
2022-021	Robust Line-of-Sight Low-Power Optical System for Vehicle-to-Vehicle Mobile Communication Networks	Sridhar Lakshmanan, Michael Putty, Russell Andres
2022-192	Line-of-Sight Low-Power Optical Communication System for Vehicle-to-Vehicle and Vehicle-to-Infrastructure Mobile Communication	Sridhar Lakshmanan, Michael Putty, Jethro Reimann
2025-034	ImpLi-Fi 2024 Update	Sridhar Lakshmanan, Michael Putty, Jethro Reimann, Aaron Brzozowski
2025-302	Fla[[0shlight, Blackout-light, Catadioptric and TIR related invention disclosure	Sridhar Lakshmanan, Michael Putty, Jethro Reimann, Aaron Brzozowski, Benjamin Moyer

Background

Fulgor, Inc was formed to develop and commercialize an ImpLi-Fi light-based line-of-sight wireless optical data communication system and desires to license the University’s rights associated with the technology listed above.

Net Effects

- Worldwide exclusive
- Patents
- All fields of use
- Right to commercialize

Agreement Terms

- Fulgor, Inc will:
- Obtain the right to grant sublicenses
- The University will:
- Receive equity in Fulgor, Inc
 - Retain the right to purchase more equity in Fulgor, Inc

University Employee; University Title; Relationship with Fulgor, Inc

- Sridhar Lakshmanan; Associate Professor, Dearborn Electrical and Computer Engineering; Partial Owner

Agreement #3

**License Agreement between the University and Media Shield Inc
Reviewed by the OVPR Conflict of Interest Committee**

Innovation Partnerships Intellectual Property File Information

Number	Title	Inventors
2020-117	Securing Speaker Verification Systems	Hafiz Muhammad Aslam Malik, Syed Aun Irtaza, Muteb Aljaseem
2024-582	Person-Specific Deepfake Detection	Hafiz Muhammad Aslam Malik, Hashim Ali
2024-583	Enhancing the Reliability of Deepfake Detection through Stable Feature Analysis	Hafiz Muhammad Aslam Malik, Hashim Ali

Background

Media Shield Inc was formed to develop and commercialize a deepfake detection software platform and desires to license the University's rights associated with the technology listed above.

Net Effects

- Worldwide exclusive
- Patents
- All fields of use
- Right to commercialize

Agreement Terms

Media Shield Inc will:

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

The University will:

- Receive equity in Media Shield Inc
- Retain the right to purchase more equity in Media Shield Inc

University Employee; University Title; Relationship with Media Shield Inc

- Hafiz Malik; Professor, Dearborn Electrical and Computer Engineering; Partial Owner