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 UMOR Conflict of Interest Review 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 UMOR Conflict of Interest Review 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,

Arthur Lupia
Interim Vice President for Research and Innovation

May 2024

Attachment A

Agreement #1

License Agreement between the University and ALLInBio, Inc.
Reviewed by the Medical School Conflict of Interest Board

Innovation Partnerships Intellectual Property File Information

Number	Title	Inventors
7656	A Small Molecular Compound for Arthritis and Bone Erosion Treatment	Joseph Holoshitz, Andrew White
2024-087	Therapeutic Targeting Receptor-Ligand Interaction in HLA-Associated Diseases	Joseph Holoshitz, Song Ling
2024-088	A New Targetable Pathway in Parkinson's Disease	Joseph Holoshitz

Background

ALLInBio, Inc. was formed to develop treatment for autoimmune diseases, 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

ALLInBio, Inc. will:

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

The University will:

- Receive equity in ALLInBio, Inc.
- Retain the right to purchase more equity in ALLInBio, Inc.

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

- Joseph Holoshitz; Professor, Internal Medicine; Partial Owner

Agreement #2

License Agreement between the University and BallotIQ LLC
Reviewed by the UMOR Conflict of Interest Review Committee

Innovation Partnerships Intellectual Property File Information

Number	Title	Inventors
2023-105	Robust Election Logic and Accuracy Testing	Alex Halderman, Braden Crimmins, Bradley Sturt
2023-446	Single-Ballot Logic and Accuracy Testing	Alex Halderman, Braden Crimmins, Bradley Sturt
2024-443	Verbose Logic and Accuracy Testing	Alex Halderman, Braden Crimmins, Bradley Sturt

Background

BallotIQ LLC was formed to commercialize software products and services related to logic and accuracy testing for improved election security 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

BallotIQ LLC will:

- Obtain the right to grant sublicenses
- Reimburse patent costs

The University will:

- Receive equity in BallotIQ LLC
- Retain the right to purchase more equity in BallotIQ LLC

University Employee; University Title; Relationship with BallotIQ LLC

- Alex Halderman; Professor, Electrical Engineering and Computer Science–Computer Science and Engineering (EECS-CSE Division); Partial Owner
- Braden Crimmins; Graduate Student Research Assistant, EECS-CSE Division; Partial Owner

Agreement #3

Option Agreement between the University and Bloodscan Biotech Inc.
Reviewed by the UMOR Conflict of Interest Review Committee

Innovation Partnerships Intellectual Property File Information

Number	Title	Inventors
5558	Label-Free High Throughput Microfluidic Device for Size-Based Separation of Cells	Hyeun Joong Yoon, Lianette Rivera Baez, Eric Lin, Sunitha Nagrath, Max Wicha, Diane Simeone

Background

Bloodscan Biotech Inc. was formed to commercialize microfluidic devices for the isolation of circulating tumor cells and desires to option the University's rights associated with the technology listed above.

Net Effects

- Worldwide exclusive
- Patents
- All fields of use
- Evaluation only

Agreement Terms

Bloodscan Biotech Inc. will:

- Pay an upfront fee
- Reimburse patent costs

University Employee; University Title; Relationship with Bloodscan Biotech Inc.

- Sunitha Nagrath; Professor, Chemical Engineering; Partial Owner

Agreement #4

License Agreement between the University and Elementium Innovations, Inc.
Reviewed by the UMOR Conflict of Interest Review Committee

Innovation Partnerships Intellectual Property File Information

Number	Title	Inventors
2021-449	Adjusting C:SiO2 Mole Ratios in Rice Hull Ash (RHA) to Control to Carbothermal Reduction to Nanostructured SiC, Si3N4 or Si2N2O Nanocomposites	Richard Laine, Eleni Temeche, Mengjie Yu

Background

Elementium Innovations, Inc. was formed to commercialize new processes for battery material production 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

Elementium Innovations, Inc. will:

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

The University will:

- Receive equity in Elementium Innovations, Inc.
- Retain the right to purchase more equity in Elementium Innovations, Inc.

University Employee; University Title; Relationship with Elementium Innovations, Inc.

- Richard Laine; Professor, Materials Science and Engineering; Partial Owner

Agreement #5

License Agreement between the University and Joy of Coding, LLC
Reviewed by the UMOR Conflict of Interest Review Committee

Innovation Partnerships Intellectual Property File Information

Number	Title	Inventors
2020-490	A System for Authoring, Publishing and Distributing Self-Guided Computational Textbook	Raj Rao Nadakuditi, Travis DePrato

Background

Joy of Coding, LLC was formed to create conventional and computational textbook products and materials and provide services related to educational technology for computational sciences and desires to license the University's rights associated with the technology listed above.

Net Effects

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

Agreement Terms

Joy of Coding, LLC will:

- Obtain the right to grant sublicenses

The University will:

- Receive equity in Joy of Coding, LLC
- Retain the right to purchase more equity in Joy of Coding, LLC

University Employee; University Title; Relationship with Joy of Coding, LLC

- Raj Rao Nadakuditi; Associate Professor, Electrical Engineering and Computer Science–Electrical & Computer Engineering (EECS-ECE Division); Partial Owner

Agreement #6

License Agreement between the University and NuLynx Therapeutics LLC
Reviewed by the Medical School Conflict of Interest Board

Innovation Partnerships Intellectual Property File Information

Number	Title	Inventors
2022-280	Discovery of a Highly Potent and Selective Dual PROTAC Degrader of CDK12 and CDK13	Arul Chinnaiyan, Xiaoju Wang, Yu Chang; Ke Ding, Weixue Wang, Jianzhang Yang
2022-439	Discovery of a highly potent and selective dual PROTAC degrader inhibitor of CDK12 and CDK13 and their derivatives	Arul Chinnaiyan, Xiaoju Wang, Yu Chang; Ke Ding, Weixue Wang, Jianzhang Yang, Jean Tien, Zhen Wang
2023-290	Novel CDK12/13 protein degradation agent and application	Arul Chinnaiyan, Xiaoju Wang, Yu Chang; Ke Ding, Weixue Wang, Jianzhang Yang, Fengtao Zhou, Zhen Wang
2023-302	Development of a class of PIKfyve protein degradation agent and its application	Arul Chinnaiyan, Yuanyuan Qiao; Ke Ding, Chungen Li, Zhen Wang
2023-486	Novel NSD2 protein degradation agent and application	Arul Chinnaiyan, Abhijit Parolia; Ke Ding, Weixue Wang
2024-104	A Class of Degrading Agents with Monocycloaryl Substitution Group for Cyclin-Dependent Kinase 12/13, Preparation Method therefore, Pharmaceutical Composition thereof, and use thereof	Arul Chinnaiyan, Xiaoju Wang, Yu Chang; Ke Ding, Weixue Wang, Jianzhang Yang, Fengtao Zhou, Zhen Wang
2024-339	CDK12-13 Inhibitors	Arul Chinnaiyan, Xiaoju Wang, Yu Chang; Ke Ding, Weixue Wang, Jianzhang Yang, Kai Zhou, Li Zhou, Zhen Wang
2024-340	Targeting lipid metabolism in pancreatic cancer	Arul Chinnaiyan, Yuanyuan Qiao, Caleb Cheng, Costas Lyssiotis; Ke Ding, Chungen Li, Zhen Wang

Background

NuLynx Therapeutics LLC was formed to develop inhibitor and degrader technologies for cancer treatment and desires to license the University's rights associated with the technology listed above.

Net Effects

- Ex-China exclusive
- Patents
- All fields of use
- Right to commercialize

Agreement Terms

NuLynx Therapeutics LLC will:

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

	The University will: ● Receive equity in NuLynx Therapeutics LLC ● Retain the right to purchase more equity in NuLynx Therapeutics LLC
<u>University Employee; University Title; Relationship with NuLynx Therapeutics LLC</u> ● Arul Chinnaiyan; Section Head, Pathology; Partial Owner	

Agreement #7

License Agreement between the University and Roadmap Learning Inc.
Reviewed by the UMOR Conflict of Interest Review Committee

Innovation Partnerships Intellectual Property File Information

Number	Title	Inventors
2023-189	The Collabrify Roadmap Platform & Productivity App Suite	Elliot Soloway, Joshua Meyer
7017	Blended Learning Platform 1.0	Elliot Soloway, Joshua Meyer, John Doherty, Noreen Kim, Tanner Trombley, Megan Oosthoek, Kaiwei Wang, Lucas Katt, Andrew Axtell, Dina Rudelson, Ayshwarya Balasubramanian, Maxwell Yinger, Alex Intner, Bogdan Mosincat

Background

Roadmap Learning Inc. was formed to commercialize educational technology for interactive and collaborative learning in classrooms and desires to license the University's rights associated with the technology listed above.

Net Effects

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

Agreement Terms

Roadmap Learning Inc. will:

- Obtain the right to grant sublicenses

The University will:

- Receive equity in Roadmap Learning Inc.
- Retain the right to purchase more equity in Roadmap Learning Inc.

University Employee; University Title; Relationship with Roadmap Learning Inc.

- Elliot Soloway; Professor, EECS-CSE Division; Partial Owner
- Joshua Meyer; Application Programmer/Analyst Senior, EECS-CSE Division; Partial Owner