

**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", with a stylized flourish at the end.

Arthur Lupia
Interim Vice President for Research and Innovation

May 2025

Attachment A

Agreement #1

**License Agreement between the University and A3 Technologies, Inc.
Reviewed by the OVPR Conflict of Interest Committee**

Innovation Partnerships Intellectual Property File Information

Number	Title	Inventors
2020-004	In-space Electric Propulsion System Enabled by Multitone Radiofrequency Waves	Benjamin Alexander Jorns, Benjamin Natan Wachs
2022-330	Self-Healing Electrospray Thruster Array	Benjamin Alexander Jorns, Henry Sodano, Collin Brenner Whittaker
2022-412	Coaxial Electron Cyclotron Resonance Magnetic Nozzle Thruster	Benjamin Alexander Jorns, Benjamin Natan Wachs
2023-401	Ultrahigh current density Hall thruster	Madison Allen, Tate Marlow Gill, Leanne Liuyue Su, William Hurley, Benjamin Alexander Jorns, Thomas Archer Marks, Parker Roberts, Christopher Lee Sercel, Eric Vigés
2023-402	Thermal management strategy for passively cooling high power density Hall thruster	William Hurley, Benjamin Alexander Jorns, Thomas Archer Marks, Parker Roberts, Christopher Lee Sercel, Eric Vigés
2024-265	Electrospray Thruster Propellant Storage and Feed System	Benjamin Alexander Jorns, An Nguyen, Nico Seghi, Collin Brenner Whittaker, Kimberly Zwolshen
2024-287	Method to slow and trap ions for reducing back sputter and enhancing pumping speed during electric propulsion testing	William Hurley, Benjamin Alexander Jorns, Christopher May, Seth Thompson, Collin Brenner Whittaker, John Williams
2025-017	Cryopump based air scoop for air breathing electric propulsion	Tate Marlow Gill, Benjamin Alexander Jorns, Liam McCarthy, Christopher Lee Sercel, Eric Vigés
2025-466	Oxygen Resilient Cathode for Electric Propulsion	Tate Marlow Gill, William Hurley, Benjamin Alexander Jorns
2025-143	Condensable propellant wire feed system for electric propulsion devices	Tate Marlow Gill, Trevor Jarvis, Benjamin Alexander Jorns, Carter Krumins, Braden Oh, Tyler Linfesty, John Oberlies

Background

A3 Technologies, Inc. was formed to commercialize plasma thruster technologies for satellites and space craft and desires to license the University's rights associated with the technology listed above.

<p><u>Net Effects</u></p> <ul style="list-style-type: none"> Worldwide exclusive Patents All fields of use Right to commercialize 	<p><u>Agreement Terms</u></p> <p>A3 Technologies, Inc. will:</p> <ul style="list-style-type: none"> Obtain the right to grant sublicenses Pay a royalty on sales Reimburse patent costs <p>The University will:</p> <ul style="list-style-type: none"> Receive equity in A3 Technologies, Inc. <p>The University may:</p> <ul style="list-style-type: none"> Retain the right to purchase more equity in A3 Technologies, Inc.
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University Employee; University Title; Relationship with A3 Technologies, Inc.

- Benjamin Jorns; Associate Professor, Aerospace Engineering; Partial Owner
- Christopher Sercel; Assistant Research Scientist, Aerospace Engineering; Partial Owner
- Eric Viges; Engineer in Research Senior, Aerospace Engineering; Partial Owner
- Tate Gill; Assistant Research Scientist, Aerospace Engineering; Partial Owner

Agreement #2

<p>License Agreement between the University and Arbor Halides Inc. Reviewed by the OVPR Conflict of Interest Committee</p>		
<p><u>Innovation Partnerships Intellectual Property File Information</u></p>		
Number	Title	Inventors
2025-370	Molten Salt Synthesis	Adam Burak
<p><u>Background</u></p> <p>Arbor Halides Inc. was formed to commercialize salts produced for nuclear reactors and desires to license the University's rights associated with the technology listed above.</p>		
<p><u>Net Effects</u></p> <ul style="list-style-type: none"> Worldwide exclusive Technology All fields of use Right to commercialize 	<p><u>Agreement Terms</u></p> <p>Arbor Halides Inc. will:</p> <ul style="list-style-type: none"> Obtain the right to grant sublicenses <p>The University will:</p> <ul style="list-style-type: none"> Receive equity in Arbor Halides Inc. <p>The University may:</p> <ul style="list-style-type: none"> Retain the right to purchase more equity in Arbor Halides Inc. 	
<p><u>University Employee; University Title; Relationship with Arbor Halides Inc.</u></p> <ul style="list-style-type: none"> Adam Burak; Assistant Research Scientist, Nuclear Engineering; Partial Owner 		

Agreement #3

**License Agreement between the University and Eradix Therapeutics LLC
Reviewed by the Medical School Conflict of Interest Board and the OVPR Conflict of Interest Committee**

Innovation Partnerships Intellectual Property File Information

Number	Title	Inventors
2025-521	Degrader-antibody conjugates using CBP/p300 degraders	Shaomeng Wang, Brandon Bordeau, Mi Wang, Jianzhang Yang, Yu Wang

Background

Eradix Therapeutics LLC was formed to commercialize degrader-antibody conjugates technology 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

Eradix Therapeutics LLC will:

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

The University will:

- Receive equity in Eradix Therapeutics LLC
- Retain the right to purchase more equity in Eradix Therapeutics LLC

University Employee; University Title; Relationship with Eradix Therapeutics LLC

- Shaomeng Wang; Professor, Internal Medicine; Partial Owner
- Brandon Bordeau; Assistant Professor, Pharmaceutical Sciences; Partial Owner
- Arul Chinnaiyan; Professor, Pathology; Partial Owner

Agreement #4

**License Agreement between the University and MI-Hip, LLC
Reviewed by the Medical School Conflict of Interest Board**

Innovation Partnerships Intellectual Property File Information

Number	Title	Inventors
2025-522	Updated Michigan Hip	Deborah Rooney, Clifford Craig, Daniel Rzeppa, Scott Laorr, Trevor Alberts, Kade Wong, Benjamin Gerber

Background

MI-Hip, LLC was formed to commercialize an educational clinical simulation tool for training clinical providers on how to appropriately recognize and diagnose hip dysplasia in infants and desires to license the University's rights associated with the technology listed above.

Net Effects

- Worldwide exclusive
- Copyrights
- For educational use
- Right to commercialize

Agreement Terms

- MI-Hip, LLC will:
- Pay a royalty on sales

University Employee; University Title; Relationship with MI-Hip, LLC

- Deborah Rooney; Clinical Professor, Learning Health Sciences; Partial Owner

Agreement #5

**Option Agreement between the University and Skeletalis, Inc.
Reviewed by the Medical School Conflict of Interest Board**

Innovation Partnerships Intellectual Property File Information

Number	Title	Inventors
2021-128	Bone-Anchored, Acid-Activated Delivery Strategy Targeting Bone Resorption and CTSK Activity	Colin Greineder, Ben Swanson, Megan Weivoda

Background

Skeletalis, Inc. was formed to develop and commercialize technology that targets and delivers compounds directly to bone to treat disorders such as osteoporosis with improved efficacy and desires to option the University's rights associated with the technology listed above.

Net Effects

- Worldwide exclusive
- Patents
- For human therapeutics use
- Evaluation only

Agreement Terms

Skeletalis, Inc. will:

- Pay an upfront fee

The University may:

- Receive equity in Skeletalis, Inc.

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

- Colin Greineder; Associate Professor, Emergency Medicine; Partial Owner

Agreement #6

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

Innovation Partnerships Intellectual Property File Information

Number	Title	Inventors
2021-128	Bone-Anchored, Acid-Activated Delivery Strategy Targeting Bone Resorption and CTSK Activity	Colin Greineder, Ben Swanson, Megan Weivoda

Background

Skeletalis, Inc. was formed to develop and commercialize technology that targets and delivers compounds directly to bone to treat disorders such as osteoporosis with improved efficacy and desires to license the University's rights associated with the technology listed above.

Net Effects

- Worldwide exclusive
- Patents
- For human therapeutics use
- Right to commercialize

Agreement Terms

Skeletalis, Inc. will:

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

The University will:

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

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

- Colin Greineder; Associate Professor, Emergency Medicine; Partial Owner

Agreement #7

**Reassignment Agreement between the University and Dr. Yongqing Li
Reviewed by the Medical School Conflict of Interest Board**

Innovation Partnerships Intellectual Property File Information

Number	Title	Inventors
7466	Methods and Compositions for Diagnosis and Treatment of Sepsis	Yongqi Li, Hasan Alam, Wei Chong

Background

Dr. Yongqing Li and the University have agreed to have the University technology described above assigned to Dr. Li personally.

Net Effects

- Reassignment
- Patents
- All fields of use
- Right to commercialize

Agreement Terms

Dr. Yongqing Li will:

- Share revenue with the University

The University will:

- Assign ownership of the technology to Yongqing Li
- Retain the right to practice the technology for internal research purposes

University Employee; University Title; Relationship with Yongqing Li

- Yongqing Li; Associate Professor, Surgery