

**MAY MEETING, 2018**

*The University of Michigan  
Dearborn  
May 17, 2018*

The regents met at 3:30 p.m. in the Michigan Room, UM-Dearborn campus. Present were President Schlissel and Regents Behm, Bernstein, Ilitch, Newman, Ryder Diggs, Richner 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. Regent Weiser was absent.

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

President Schlissel welcomed everyone and thanked Chancellor Little for hosting his final meeting on the Dearborn campus as chancellor. He also welcomed incoming Chancellor Dominico Grasso and his wife Susan who were in the audience. He congratulated graduates from all three campuses who celebrated commencement activities with their families over the last week, and thanked the regents, faculty and staff for their hard work on the many ceremonies.

President Schlissel congratulated the new SACUA Chair Neil Marsh, a professor in the College of Literature, Science, and the Arts and the Medical School, and Vice Chair Joy Beatty, a professor in the UM-Dearborn College of Business. He also welcomed Central Student Government President Daniel Greene to his first meeting after being sworn-in, and Vivien Adams to her first meeting as the UM-Dearborn student government president.

He announced that Professor Arun Agrawal, Samuel Trask Dana Professor and professor of environment and sustainability in the School for Environment and Sustainability, was elected to the National Academy of Sciences. He also applauded the faculty members who have earned promotions and distinguished honors this year.

The Michigan Road Scholars program recently completed its tour of the state with 29 faculty members from all three campuses who met with civic, business, nonprofit and elected leaders throughout the state. The Road Scholars program underscores the faculty's commitment and interest in engaging publicly with the people and communities served by UM.

President Schlissel brought forward a supplemental item recommending the appointment of Ravi Pendse as vice president for information technology and chief information officer. Dr. Pendse will provide university-wide leadership and strategic direction for information technology beginning August 1<sup>st</sup>. The president expressed his appreciation to Interim Vice President and CIO Andrew Rosenberg for his leadership during this transition.

**Presentations:**

President Schlissel turned to Chancellor Little who introduced the presentation from Marouane Kessentini, assistant professor of computer and information science, UM-Dearborn, on "Monitoring and Improving Software Health with Artificial Intelligence: From Basic Research to Societal Benefits." Professor Kessentini spoke of his work on improving software health and said that his most important accomplishment is the work of his graduate students who continue to excel around the globe.

The following faculty promotion recipients presented a description of their research: Matthew Heinicke, Department of Natural Sciences (UM-Dearborn); Erica Britt, Department of English (UM-Flint); Jonathan Eliason, Department of Surgery; James Moon, College of Pharmacy; Meghan Duffy, Department of Ecology and Evolutionary Biology; and C. David Remy, Department of Mechanical Engineering.

### **Health Affairs Committee report**

Regent Behm reported that he, committee Chair Regent Ryder Diggs, and Regent Newman met on Thursday, April 26<sup>th</sup>. The committee heard from Keith Gran, chief patient experience officer for the health system, along with Hitan Kamdar, administrative director for patient access, for an update on the implementation of the patient experience plan and the four priority areas. Dr. David Spahlinger, president of the University of Michigan Health System, gave an update on various clinical activities, and Chief Financial Officer Paul Castillo provided an update on the health system financials.

### **Consent Agenda**

**Minutes.** Vice President Churchill submitted for approval the minutes of the meeting of March 29, 2018.

**Reports.** Executive Vice President Hegarty submitted the Plant Investment Report, the University Human Resources Report, and the Regents Report on Non-Competitive Purchases equal to or over \$10,000 from Single Sources. He also submitted the Investment Report and said, “the long-term portfolio is underweighted at five percent in the fixed income category relative to the 2006 board approved investment guidelines, which would require a minimum 10% allocation, as of February

28, 2018.” While this is not a problem, he is reviewing the 2006 board guidelines and may recommend updated investment allocation ranges.

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

**Research Report.** Vice President Hu submitted the Report of Projects Established through February 28, 2018.

**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 said the Engineering Building construction is well under way. He also reported on hosting the second annual um3detroit event to encourage discussion about how all three UM campuses can expand research, learning and collaboration with Detroit.

**University of Michigan-Flint.** Chancellor Borrego said that the Flint commencement speaker was former UM Professor Martha Jones and she thanked Regent Behm for his participation in the ceremony.

**Central Student Government Report.** Dearborn Student Government President Vivien Adams provided a brief update on plans for the coming year, including programming for international students, DEI events, stress management services and healthy food options.

Central Student Government (CSG) President Green said that CSG office hours are being expanded, and student organization liaisons and a new executive position are being created.

**Voluntary Support.** Vice President May submitted the reports of voluntary support for March and April 2018.

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

**Retirement Memoirs.** Vice President Churchill submitted 26 retirement memoirs. Provost Philbert and Regent Newman commented on the retirement of Homer Neal. Regent Newman also commented on the retirement of Douglas E. VanHouwelling and Peter Sparling.

**Memorials.** No deaths of active faculty members were reported to the regents this month.

**Degrees.** There were no actions with respect to degrees this month.

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

#### **Alternative and Absolute Return Commitments**

Executive Vice President Hegarty commented on two investments with Kayne Anderson which has a relationship to a member of the Investment Advisory Committee. He said, “The committee member has been at Kayne Anderson for about two years and the University’s investments in Kayne Anderson-sponsored funds date back to 2004. The chief investment officer and I have discussed these investments and the University’s relationship with Kayne Anderson and do not believe they are a conflict of interest.”

He reported on the University's follow-on investments with previously approved partnerships with a commitment of \$25 million to Berkshire IX Coinvestment Fund, L.P.; a commitment of \$50 million to Kayne Anderson Energy Fund VIII, L.P.; a commitment of SEK 274 million (~ \$33.9 million) to Summa Co-Investment (No.1) AB; a commitment of \$40 million to Magna Hotel Fund VI. L.P.; a commitment of \$10 million to the Kawadacho co-investment; a commitment of \$2.49 million to Sequoia Capital U.S. Scout Seed Fund III, L.P.; a commitment of \$15 million to AH Bio Fund II, L.P.; and a commitment of \$25 million to Kayne Anderson CLO Fund I, L.P. from the University's Long Term Portfolio.

#### **Public Equity Commitment**

On a motion by Regent White, seconded by Regent Behm, the regents unanimously approved a commitment with Artisan Partners Non-U.S. Value Fund, with an initial funding of \$200 million from the University's Long Term Portfolio.

#### **Planned uses of Income from the Julian A. Wolfson and the Marguerite Wolfson Endowment Funds for the fiscal year 2018-19**

On a motion by Regent White, seconded by Regent Behm, the regents unanimously approved uses of the income of the Wolfson Endowment Funds as recommended by the Law School faculty and the continued use of the Wolfson Reserves as recommended by the Law School faculty for recruitment and retention of faculty.

#### **East Hall Renovations for the Department of Psychology**

On a motion by Regent White, seconded by Regent Behm, the regents unanimously approved the project as described and authorized issuing the project for

bids and awarding construction contracts provided that bids are within the approved budget.

### **Michigan Stadium International Champions Cup**

On a motion by Regent White, seconded by Regent Behm, the regents unanimously approved an application for a Class C liquor license and catering permit by Sodexo Management Inc., for the International Champions Cup soccer tournament to be held at Michigan Stadium on July 28, 2018.

### **New Dance Building**

On a motion by Regent Newman, seconded by Regent Richner, the regents unanimously approved the new dance building project as described and authorized commissioning TMP Architecture, Inc. for its design. Regent Newman asked if there are plans for the rest of the building and for creating a better connection to it and the rest of North Campus. Vice President Hegarty said that he would be open to discussions with the new dean.

### **Conflicts of Interest**

On a motion by Regent Newman, seconded by Regent Ilitch, the regents unanimously approved the following conflict of interest items 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 transact with Arbor Medical Innovations, LLC.**

An agreement with Arbor Medical Innovations, LLC was approved.

1. The parties to the contract are the Regents of the University of Michigan, its Department of Biomedical Engineering and Arbor Medical Innovations, LLC.
2. The agreement for a one-time purchase of two (2) MASB devices, accompanying

software and accessories for a total of \$17,448. Arbor Medical Innovations, 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 employees Grant Kruger and Steven Harte are part owners of Arbor Medical Innovations, LLC.

### **Authorization for the University of Michigan to transact with Biodiscovery, LLC d/b/a Arbor Biosciences**

An agreement with Biodiscovery, LLC d/b/a Arbor Biosciences was approved.

1. The parties to the contract are the Regents of the University of Michigan, its Department of Ecology and Evolutionary Biology and Biodiscovery, LLC d/b/a Arbor Biosciences.
2. The agreement is for the purchase of several myBaits and myReads at a total cost of \$7,661. Biodiscovery, LLC d/b/a Arbor Biosciences 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 Erdogan Gulari is a partner of Biodiscovery, LLC d/b/a Arbor Biosciences.

### **Authorization for the University of Michigan to transact with CubeWorks, Inc.**

An agreement with Cube Works, Inc. was approved.

1. The parties to the contract are the Regents of the University of Michigan, its Department of Department of Electrical Engineering and Computer science and CubeWorks, Inc.
2. The agreement is for two types of silicon aggregator services at a total cost of \$78,936. CubeWorks, Inc. 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 employees Dennis Sylvester, David Blaauw, David Wentzloff, Prabal Dutta and Zhiyoong Foo are part owners, partners and stockholders of CubeWorks, Inc.

### **Authorization for the University of Michigan to transact with Knowledge Village, LLC**

An agreement with Knowledge Village, LLC was approved.

1. The parties to the contract are the Regents of the University of Michigan, its School of Education and Knowledge Village, LLC.
2. The agreement is for a grand prize award of \$10,000 to the winner of a campus-wide social entrepreneurship competition.. Knowledge village, 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 Gabriel Dellavecchia is a partner and director of Knowledge Village, LLC.



### **Authorization for the University of Michigan to purchase services from Michigan Aerospace Corporation**

An agreement with Michigan Aerospace Corporation was approved.

1. The parties to the contract are the Regents of the University of Michigan, its Department of Chemical Engineering and Michigan Aerospace Corporation.
2. The agreement is for the assembly of a LIDAR for 1550 nm laser employing kirigami diffraction gratings developed at the University of Michigan and design a car-countable generation of M-LIDAR prototype over a six-month period at a cost of \$60,000. The Michigan Aerospace Corporation 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 Lennard Fisk is a co-founder, director and stockholder of Michigan Aerospace Corporation.

### **Authorization for the University of Michigan to transact with Ripple Science Corporation**

An agreement with Ripple Science Corporation was approved.

1. The parties to the contract are the Regents of the University of Michigan, its Department of Internal Medicine and Ripple Science Corporation.
2. The agreement is for a one-time purchase of the clinical trial management software at a total cost of \$1,512. Ripple Science Corporation 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 Nestor Lopez-Duran is a part owner of Ripple Science Corporation.

### **Authorization for the University of Michigan to transact with Roberts and Limbrick Enterprises, LLC**

An agreement with Roberts and Limbrick Enterprises, LLC was approved.

1. The parties to the contract are the Regents of the University of Michigan, its Center for Engineering, Diversity and Outreach (CEDO), and Roberts and Limbrick Enterprises, LLC.
2. The agreement is to provide teaching, training and parent liaisons work in the outreach programs for CEDO. The total cost is not to exceed \$15,000. Roberts and Limbrick Enterprises, 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 Byron Roberts is a partner of Roberts and Limbrick Enterprises, LLC.

### **Authorization for the University of Michigan to transact with Sundberg-Ferar, Inc.**

An agreement with Sundberg-Ferar, Inc. was approved.

1. The parties to the contract are the Regents of the University of Michigan, its Dearborn Department of Electrical and Computer Engineering and Sundberg-Ferar, Inc.
2. The agreement is for a one-time purchase of a humanoid robot with an initial project meeting, and design and fabrication work for a total cost of \$30,000. Sundberg-Ferar, Inc. 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 Jeff DeBoer is a stockholder and owner of Sundberg-Ferar, Inc.

**Authorization for the University of Michigan to transact with ZCorp Technology, Inc.**

An agreement with ZCorp Technology, Inc. was approved.

1. The parties to the contract are the Regents of the University of Michigan, its Business Engagement Center and ZCorp Technology, Inc.
2. The agreement is to transact with ZCorp Technology, Inc. for the 2018 Summer Internship Award. The internship program is from May 1 through August 31, 2018. The MCRN award pays for 50% of the intern's salary up to \$3,500 for the entire summer. The ZCorp Technology, Inc. will be supplying all the necessary resources and personnel to fulfill this contract.
3. The pecuniary interest arises from the fact that University of Michigan employees David Adrian, Zakir Durumeric and Alex Halderman are stockholder, director, officer and/or chief scientist of ZCorp Technology, Inc.

**Master Agreement between the University of Michigan and ATGC, Inc.**

An agreement with ATGC, Inc. to have the University participate in various projects that the company will support independently or from grants from federal agencies related to research and the development of these technologies was approved.

1. The parties to the contract are the Regents of the University of Michigan, its Department of Internal Medicine and ATGC, Inc.
2. The University will enter into an agreement with ATGC, Inc. that will cover standard procedures for performance of projects as well as provisions implementing University and federal policies related to intellectual property and publication. The agreement will cover an initial five (5) year period, with a total authorization not to exceed \$1,500,000. The University will continue to use standard sponsored project accounting procedures to determine the cost of each project under the agreement. Budgets will be reviewed and approved by authorized representatives of the applicable department(s) and school(s)/college(s) where projects will be performed. The agreement will allow the University and Innovative Biotherapies, Inc. to specify projects that the University will conduct under the terms of the agreement. Since sponsored projects are often amended, the agreement will include provisions for changes in the time and scope of each supported project. University procedures for approval of each project will be followed and additional conflict of interest review will be done on a project-by-project basis.
3. The pecuniary interest arises from the fact that University of Michigan employees Dr. Yuqing Chen and Jie Xu are part owners of ATGC, Inc.

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

A subcontract agreement with Diapin Therapeutics, LLC to fund a NIH (prime) SBIR Phase II project entitled, “DT-678 for the treatment of acute coronary syndrome and stroke” (ORSP #18-PAF06251) was approved.

1. The parties to the contract are the Regents of the University of Michigan, its Department of Pharmacology and Diapin Therapeutics, 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 \$298,687. 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 Dr. Yuqing Chen is part owner of Diapin Therapeutics, LLC.

**Research Agreement between the University of Michigan and Elegus Technologies, Inc.**

A research agreement with Elegus Technologies, Inc. to fund a project entitled, “Evaluation of the ANF separator for HF scavenging” (ORSP #18-PAF06620) was approved.

1. The parties to the contract are the Regents of the University of Michigan, its Center for Entrepreneurship and Elegus Technologies, Inc.
2. The terms of the agreement conform to University policy. The period of performance for the project is approximately four (4) months. The amount of funding support will not exceed \$39,129. 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 Nicholas Kotov and John Hennessy are part owners of Elegus Technologies, Inc.

**License Agreement between the University of Michigan and Water Risk Analytics, LLC dba Equarius Risk Analytics**

A license agreement with Water Risk Analytics, LLC dba Equarius Risk Analytics to license from the University of Michigan the University’s rights associated with the following technology was approved: UM OTT File No. 2018-386 entitled, “Equarius Water Risk Index.”

1. The parties to the contract are the Regents of the University of Michigan and Water

Risk Analytics, LLC dba Equarius Risk Analytics.

2. Agreement terms include granting Water Risk Analytics, LLC dba Equarius Risk Analytics an exclusive license with the right to grant sublicenses. Water Risk Analytics, LLC dba Equarius Risk Analytics will pay a royalty on sales and reimburse patent costs. The University may receive additional equity in Water Risk Analytics, LLC dba Equarius Risk Analytics, 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 Peter Adriaens is part owner of Water Risk Analytics, LLC dba Equarius Risk Analytics.

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

A license agreement with InheRET, Inc. to license from the University of Michigan the University's rights associated with the following technology was approved: UM OTT File No. 7799 entitled, "InheRET Inherited Risk Evaluation Tool."

1. The parties to the contract are the Regents of the University of Michigan and InheRET, Inc.
2. Agreement terms include granting InheRET, Inc. an exclusive license with the right to grant sublicenses. InheRET, Inc. will pay a royalty on sales and reimburse patent costs. The University may receive additional equity in InheRET, 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 Dr. David Keren, Dr. Sofia Merajver, Dr. Lee Schroeder, Lynn McCain and Kara Milliron are part owners of InheRET, Inc.

### **Option Agreement between the University of Michigan and iReprogram, LLC**

An option agreement with iReprogram, LLC to option from the University of Michigan the University's rights associated with the following technology was approved: UM OTT File No. 7027 entitled, "Control Approach to Cell Reprogramming."

1. The parties to the contract are the Regents of the University of Michigan and iReprogram, LLC.
2. Agreement terms include granting iReprogram, LLC an option to negotiate an exclusive license with the right to grant sublicenses. The University shall receive

equity in iReprogram, LLC as part of any future license agreement, along with the right to purchase more equity. The University will retain ownership of the optioned 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 Indika Rajapakse and Lindsey Muir are part owners of iReprogram, LLC.

### **Reassignment Agreement between the University of Michigan and Michael Lipson**

A reassignment agreement with Michael Lipson to have the rights to the following technology granted to him personally was approved: UM OTT File No. 6529 entitled, “Overnight Corneal Reshaping – Quality of Life (OCRQOL) Questionnaire.”

1. The parties to the contract are the Regents of the University of Michigan and Dr. Michael Lipson.
2. Agreement terms include granting Dr. Michael Lipson any right, title and interest the University may have in the technology referenced above. The University may continue to further develop it and use it internally. Absent the appropriate approvals, 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 interests of University of Michigan employee Dr. Michael Lipson arise from receipt of a reassignment agreement to the technology.

### **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 First in Class Therapeutic for the Treatment of Idiopathic Pulmonary Fibrosis” (ORSP #18-PAF06401) 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 \$74,462. 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 and Enming Su are part owners of MDI Therapeutics, Inc.

### **Research Agreement between the University of Michigan and MeiraGTx Limited**

A research agreement with MeiraGTx Limited to fund a project entitled, “MeiraGTX Fast Forward Medical Innovations Barmada” (ORSP #18-PAF00128) was approved.

1. The parties to the contract are the Regents of the University of Michigan, its Department of Neurology and MeiraGTx Limited.
2. The terms of the agreement conform to University policy. The period of performance for the project is approximately fifteen (15) months. The amount of funding support will not exceed \$96,744. 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 Robin Ali is part owner of MeiraGTx Limited.

### **Research Agreement between the University of Michigan and MeiraGTx Limited**

A research agreement with MeiraGTx Limited to fund a project entitled, “RPGR Natural History Study” (ORSP #18-PAF04415) was approved.

1. The parties to the contract are the Regents of the University of Michigan, its Department of Ophthalmology and Visual Sciences and MeiraGTx Limited.
2. The terms of the agreement conform to University policy. The period of performance for the project is approximately six (6) years. The amount of funding support will not exceed \$763,023. 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 Robin Ali is part owner of MeiraGTx Limited.

### **Research Agreement between the University of Michigan and My Total Health, Inc.**

A research agreement with My Total Health, Inc. to fund a project entitled, “My Nutrition Health mobile app development” (ORSP #18-PAF03956) was approved.

1. The parties to the contract are the Regents of the University of Michigan, its Department of Gastroenterology and My Total Health, Inc.
2. The terms of the agreement conform to University policy. The period of performance for the project is approximately nine (9) months. The amount of funding support will not exceed \$15,722. 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 Dr. William Chey is part owner of My Total Health, Inc.

### **License Agreement between the University of Michigan and NeuroLight Technologies, LLC**

A license agreement with NeuroLight Technologies, LLC to license from the University of Michigan the University's rights associated with the following technology was approved: UM OTT File No. 4552 entitled, "Neural Probes Integrated with Optical Simulation Capability."

1. The parties to the contract are the Regents of the University of Michigan and NeuroLight Technologies, LLC.
2. Agreement terms include granting NeuroLight Technologies, LLC an exclusive license with the right to grant sublicenses. NeuroLight Technologies, LLC will pay a royalty on sales and reimburse patent costs. The University may receive additional equity in NeuroLight Technologies, 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 employees Euisik Yoon, Kensall Wise and Sangwoo Lee are part owners of NeuroLight Technologies, LLC.

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

A license agreement with Nanotech, Inc. to license from the University of Michigan the University's rights associated with the following technologies was approved: UM OTT File No. 7478 entitled, "Monolithically Integrated Metal/Semiconductor Tunnel Junction Nanowire Light Emitting Diodes"; UM OTT File No. 7498 entitled, "High Efficiency Visible and Ultraviolet Nanowire Emitters"; UM OTT File No. 7499 entitled, "Method of Growing Uniform Semiconductor Nanowires Without Foreign Metal Catalyst and Devices Thereof"; UM OTT File No. 7517 entitled, "Nanowires LEDs for Full-Color Display Applications"; UM OTT File No. 7563 entitled, "Full-Color Single Nanowire Pixels for Projection Displays"; and UM OTT File No. 7593 entitled, "Optically Active Dilute-Antimonide III-Nitride Nanostructures for Optoelectronic Devices."

1. The parties to the contract are the Regents of the University of Michigan and Nanotech, Inc.
2. Agreement terms include granting Nanotech, Inc. an exclusive license with the right to grant sublicenses. The University will retain ownership of the licensed technology and may continue to further develop it and use it internally. Absent the appropriate approvals, 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 Zetian Mi is part owner of Nanotech, Inc.

**License Agreement between the University of Michigan and Phenomics Health, Inc.**

A license agreement with Phenomics Health, Inc. to license from the University of Michigan the University's rights associated with the following technologies was approved: UM OTT File No. 7326 entitled, "Bioinformatics Pipeline for Pharmacoeconomic Regulatory Variant Prediction"; UM OTT File No. 7552 entitled, "Microscopy Image Analysis for Cellular and Sub-Cellular Morphological Modeling and Classification"; UM OTT File No. 2018-261 entitled, "A Method to Determine the Effect Size of Epigenome Regulatory Variation and Predict Novel Drug Targets and configure Pharmacogenomic Diagnostics"; and UM OTT File No. 2018-311 entitled, "Method and Apparatus for Analysis of Chromatin Interaction Data."

1. The parties to the contract are the Regents of the University of Michigan and Phenomics Health, Inc.
2. Agreement terms include granting Phenomics Health, Inc. an exclusive license with the right to grant sublicenses. Phenomics Health, Inc. will pay a royalty on sales and reimburse patent costs. The University may receive additional equity in Phenomics Health, 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 Brian Athey, Gerry Higgins and Ari Allyn-Feuer.



### **License Agreement between the University of Michigan and S2A Technologies LLC**

A license agreement with S2A Technologies LLC to license from the University of Michigan the University's rights associated with the following technology was approved: UM OTT File No. 6747 entitled, "Use of Filtered Basis Functions to Compensate Servo-induced Motion Errors."

1. The parties to the contract are the Regents of the University of Michigan and S2A Technologies LLC.
2. Agreement terms include granting S2A Technologies LLC an exclusive license with the right to grant sublicenses. S2A Technologies LLC will pay a royalty on sales and reimburse patent costs. The University may receive additional equity in S2A Technologies 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 Chinedum Okwudire is part owner of S2A Technologies LLC.

### **Reassignment Agreement between the University of Michigan and Oscar Ybarra**

A reassignment agreement with Oscar Ybarra to have the rights to the following technology granted to him personally was approved: UM OTT File No. 2018-360 entitled, "Employability Skills Assessment."

1. The parties to the contract are the Regents of the University of Michigan and Oscar Ybarra.
2. Agreement terms include granting Oscar Ybarra any right, title and interest the University may have in the technology referenced above. The University may continue to further develop it and use it internally. Absent the appropriate approvals, 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 interests of University of Michigan employee Oscar Ybarra arise from receipt of a reassignment agreement to the technology.

### **Reassignment Agreement between the University of Michigan and Euisik Yoon**

A reassignment agreement with Euisik Yoon to have the rights to the following technology granted to him personally was approved: UM OTT File No. 7059 entitled,

“Lossless Neural Signal Compression Scheme for Massive-Parallel Neural Recording Microsystems.”

1. The parties to the contract are the Regents of the University of Michigan and Euisik Yoon.
2. Agreement terms include granting Euisik Yoon any right, title and interest the University may have in the technology referenced above. The University may continue to further develop it and use it internally. Absent the appropriate approvals, 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 interests of University of Michigan employee Euisik Yoon arise from receipt of a reassignment agreement to the technology.

### **Approval to change the name of the UM-Flint School of Health Professions and Studies to the UM-Flint College of Health Sciences**

On a motion by Regent Newman, seconded by Regent Ryder Diggs, the regents unanimously approved the change in name of the UM-Flint School of Health Professions and Studies to the UM-Flint College of Health Sciences effective July 1, 2018.

### **Approval of Academic Calendar for 2020-2021**

Provost Philbert reported that Labor Day falls on Monday, September 7, 2020. Following review and study of the challenges posed by such a late Labor Day, and after consultation with various groups across campus, a 2020-2021 academic calendar is recommended in which classes start on Monday, August 31. Without this change, fall semester exams would go until Thursday, December 24, which would create a significant challenge for many students who wish to travel home between semesters.

Regent Newman asked whether there was consideration of eliminating the fall break instead of the pre-Labor Day start, and also if there were additional costs associated with the planned change.

Provost Philbert said that students appreciate the fall break, which provides a good mental health break and an opportunity to catch up. The pre-Labor Day start will be a three-year pilot, after which the calendar could return to the post Labor Day start.

Vice President Harper agreed that students are very clear about keeping fall break as a means to de-stress and have an opportunity to catch up.

On a motion by Regent White, seconded by Regent Newman, the regents unanimously approved the proposed academic calendar for 2020-2021.

### **Public Comment**

The regents heard public comments from: Adam Simon, faculty on UM sustainability goals; Nathan Houghteling, student, on reducing the University's carbon emissions; Roger Klungle, faculty, on the LEO contract proposal; Andrew Hatt, student, on carbon emissions and reductions/renewable energy; Danielle Potts, faculty on a LEO personal matter; Samia Al-Qaisi, faculty, on the LEO contract proposal; Jordan Yunker, student on LEO; and Eucharia Ganda, students, on LEO.

### **Adjournment**

The meeting was adjourned at 5:07 p.m. The next meeting will take place on June 21, 2018.