

## JULY MEETING, 2016

*The University of Michigan  
Ann Arbor  
July 21, 2016*

The regents met at 3:00 p.m. in the Anderson Room, Michigan Union. Present were President Schlissel and Regents Behm, Bernstein, Deitch, Ilitch, Newman, and Ryder Diggs. 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, Provost Pollack, Vice President Rudgers, Executive Vice President Runge, and Vice President Wilbanks. Regents Richner and White participated by conference call.

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

President Schlissel reported on several milestones in the leadership of the University of Michigan. He congratulated Regent White on her recent promotion to colonel in the U.S. Army. He welcomed Regent Bernstein into his new role as board chair and Regent Behm as vice chair. He reported that Vice President for Global Communications and Strategic Initiatives Lisa Rudgers is leaving at the end of August to start a new consulting firm. He said, "Lisa was one of the first executive officers I began working with before starting as president more than two years ago. She did an outstanding job organizing the roll out and my introduction to the Michigan community and the public at large during my first year. I will miss her professionalism, her sage advice, and her personal warmth and enthusiasm. We will begin the search for a permanent replacement in the fall and I will announce an interim plan for the division in the coming weeks. Thank you, Lisa, for your service to UM."

President Schlissel congratulated the University of Michigan's 27 Olympians and Paralympians participating in the 2016 Summer Games in Brazil. Also going to Rio de Janeiro

are swimming coach Mike Bottom, former coach Bob Bowman, and athletic trainer Jeremy Marra.

President Schlissel continued, citing three recent honors. The Big Ten Conference has named 66 Wolverines as distinguished scholars, the highest total in UM history. The honor includes student-athletes with a GPA of 3.7 or higher for the previous academic year. Ten UM teams ranked in the top 10% nationally in the Academic Progress Rate, the NCAA's measurement of academic success of individual teams. Finally, UM finished third in the nation in this year's Learfield Sports Directors' Cup, which awards points based on team results. He also congratulated the new faculty athletics representative, Ketra Armstrong, professor and associate dean in the School of Kinesiology.

President Schlissel noted that the University of Michigan was named by the *Chronicle of Higher Education* as a 'Great Colleges to Work For' primarily based on a survey of faculty, staff and administrators. *Money Magazine* has also recognized UM as second on its annual list of best colleges for your money behind Princeton. The former is an honor based on employee feedback and the latter is a ranking that recognizes a commitment to affordability. Both are important hallmarks of a great public university.

President Schlissel said, "I now wish to address an important issue that has been brought forward by members of our community. We have been engaged in candid discussions with students, faculty, staff and alumni about this matter over the past few weeks. In April, we announced a generous gift from Regent Mark Bernstein and his wife Rachel Bendit. They are passionate about multiculturalism and social justice, and wanted to support our efforts with a gift to help build the new facility on State Street that will house our new Trotter Multicultural Center. We were happy to accept the gift and recognize it by promising to name the building Bernstein-

Bendit Hall. This is a standard convention with philanthropic gifts of this level of generosity. Subsequently, though, we began to hear concerns from some members of our community who felt a sense of loss and diminishment with this action. The original Trotter House, named after William Monroe Trotter, is the only building on Michigan's campus named for an African American, and to many the building's name symbolizes the dedication of generations of Michigan students, faculty and staff who have worked to make our campus more diverse and inclusive."

President Schlissel continued, "I have deep respect for Mark and Rachel's efforts to listen carefully to these concerns and to engage in thoughtful discussions about the issue with community members across campus. Given their desire to honor the UM Trotter House's legacy, they told me yesterday they are withdrawing the naming gift in order to preserve the William Monroe Trotter name on the new building that will be home to the Trotter Multicultural Center. They've told me that in the months ahead they'll continue to explore opportunities to support multiculturalism, and of course Regent Bernstein remains fully engaged in the important strategic planning now underway for the University's diversity, equity and inclusion efforts. This experience reinforces how we must as a university do a better job with open and widely inclusive dialogue. As they always have, Mark and Rachel will continue to be strong supporters of Michigan. They have modeled for us the kind of outreach and dialogue we need in order to foster greater levels of cross-cultural understanding and to achieve our goals as a diverse and inclusive community. I know Regent Bernstein would like to make some remarks."

Regent Bernstein said, "Rachel and I have long seen ourselves as part of the multicultural fabric of our country and this university community. Our experience in America, our commitment to civil rights and our dedication to social justice motivate us to direct our

philanthropy to support these efforts here on our beloved campus. In our increasing divided and divisive society, we feel not just motivated but obligated to stand publicly for a broad and inclusive approach to multiculturalism. That is why we made this gift. It was about enhancing and preserving Trotter while demonstrating for all to see that multiculturalism in general and race in particular are not other people's issues but a shared responsibility, a message that is more urgent and important today than ever before. We know and appreciate this is a complicated and challenging moment. Once the applause for our gift announcement quieted we heard something else: voices on this campus that expressed deep heartfelt concern about what was happening. It has been said that what we learn is more important than what we set out to do. This was the case with our gift. What we believed to be a gift, others felt as a loss. Since the gift announcement we have spent time with faculty, students, staff and alumni who shared with us their sense of loss and who expressed their fear that the only African American name on a building at our University would be diminished or erased. When Leon Howard, program manager in the Office of Multiethnic Student Affairs, said that the names on the buildings on our campus speak to our students we heard him and we agreed. There are hundreds and hundreds of buildings on this campus and only one, Trotter, honors the name of an African American. This is wrong. In Leon's words we did not want to silence Trotter, this one lonely African American voice on our campus. This was of course not our intention but could have been our result. Therefore Rachel and I agree with the University that our gift be withdrawn. We will continue to explore alternative approaches for playing a role that advances our shared commitment to drive equity and inclusion on this campus and beyond."

Turning to the agenda, President Schlissel said that he had the pleasure of seeing a presentation by faculty from the Institute for Social Research and enjoyed hearing about their projects that have a tremendous impact on society.

Provost Pollack introduced David Lam, director of the Institute for Social Research, a faculty member in economics and a researcher at ISR, focusing on the interaction of economics and demography in developing countries.

### **Presentation: Institute for Social Research**

Director Lam said that the \$32 million grant for the health and retirement study received by the University is the largest single project on campus. ISR science produces a steady stream of path breaking research, such as the nationally representative longitudinal study of a population of +50 years old. It collects data for research on challenges of an aging society and collects a wide range of data helpful to the cutting edge of precision medicine. This year the database collection expanded to include blood draw repository, DNA and gene expression, and new dementia studies, which are key to the study for tracking the same people over years in terms of its prevalence and associated costs. He also said the ISR's consumer sentiment surveys garner the most news coverage and frequently move the stock market.

### **Consent Agenda**

**Minutes.** Vice President Churchill submitted for approval the minutes of the meeting of June 16, 2016.

**Reports.** Executive Vice President Hegarty submitted the Investment Report as of June 30, 2016, the Plant Extension Report, and the Regents Report on Non-Competitive Purchases over \$10,000 from single sources, March 16, 2016 through June 15, 2016.

**Litigation Report.** Vice President Lynch had no report this month.

**Research Report.** Vice President Hu submitted the Report of Projects Established, July 1 2015 – June 30, 2016 noting the total of \$1.199 Billion, which represents an 8.8% increase over the previous year.

**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 spoke about an emergency preparedness table top exercise that took place on campus with over 50 members of the leadership team and staff. He said that the College of Engineering and Computer Sciences has been encouraging middle and high school students, by creating a camp for children which has demonstrated tremendous success.

**University of Michigan-Flint.** Chancellor Borrego said Marty Kauffman, GIS systems manager, along with several students, mapped out Flint's city pipes during a presentation at the White House to help mitigate the Flint water crisis. She added that the campus continues to work with early childhood programs and the Kellogg Foundation awarded additional funding for 14 new classrooms for 0-5 year old children. In addition, the Isabel Foundation funded pop-up pre-schools in some Flint neighborhoods.

**Central Student Government Report.** Central Student Government (CSG) President David Schafer expressed condolences to the families of recently killed citizens and police officers in Dallas and Baton Rouge and said, "It is our duty to speak out against injustice." He discussed plans for the fall semester, which include events for student harm reduction such as working with Absopure Water for hydration stations, an alcohol free tailgate, and collaboration with wellness programs and Michigan Dining. He thanked Provost Pollack and Vice President

Harper for their commitment to student mental wellness by providing additional staff members. He said a survey will be sent out in September that will help gather information on mental health related issues and recommendations for solving them. Finally, they are revamping the CSG website to make it more student friendly.

**Voluntary Support.** Vice President May had no report this month.

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

**Retirement Memoirs.** Vice President Churchill submitted five faculty retirement memoirs.

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

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

**Approval of Consent Agenda.** On a motion by Regent Behm, seconded by Regent Bernstein, the regents unanimously approved the consent agenda including the supplemental personnel items.

### **Alternative and Public Equity Commitments**

Vice President Hegarty reported on commitments of \$15 million to Accel London V, L.P.; a commitment of \$30 million to Advent International GPE VIII-B, L.P.; a commitment of \$7 million to AH Bio Fund I, L.P.; a commitment of \$50 million to Carmel Partners Investment Fund VI, L.P.; a commitment of \$25 million to Yorktown XI, L.P.; a commitment of \$20 million to Terra Energy Partners; and a commitment of \$30 million to Coliseum Co-invest Debt Fund, L.P.

### **Michigan Union Renovation**

On a motion by Regent White, seconded by Regent Behm, the regents unanimously approved the \$85,200,000 Michigan Union renovation project that will provide accessibility under the Americans with Disabilities Act throughout the building, create social space on the main level by enclosing the courtyard, greatly expand and improve lounge and study spaces, create a state-of-the-art student organizations and student involvement space, create appropriate spaces for counseling and student support services, and create enhanced meeting space near the main ballroom; and authorized commissioning Integrated Solutions in association with Workshop Architects and Hartman-Cox for its design.

### **Central Power Plant Boiler 3 and 4 Efficiency and Reliability Improvements**

On a motion by Regent Newman, seconded by Regent Ilitch, the regents unanimously approved the \$3,250,000 Central Power Plant boiler 3 and 4 efficiency and reliability improvements project that will improve the operating efficiency and reliability for boilers 3 and 4, which represent approximately 45% of the steam-generating capacity of the facility, and authorized issuing the project for bids and awarding construction contracts provided that bids are within the approved budget.

### **UM-Dearborn Manufacturing Systems Engineering Laboratory Renovation for Professional and Student Shops**

On a motion by Regent Newman, seconded by Regent Behm, the regents unanimously approved the \$2,100,000 UM-Dearborn Manufacturing Systems Engineering Laboratory renovation project that will accommodate the relocation of the professional and student shops program from its current location in the Engineering Lab building and authorized issuing the

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

#### **UM-Dearborn Mardigian Library Galleries Center**

On a motion by Regent Newman, seconded by Regent Bernstein, the regents unanimously approved the \$1,600,000 UM-Dearborn Mardigian Library project that will renovate approximately 5,600 gross square feet of space on the main floor to create two small galleries, including a separate entry and reception area and support space, and authorized issuing the project for bids and awarding construction contracts provided that bids are within the approved budget.

#### **UMHHC C.S. Mott Children's and Von Voigtlander Women's Hospitals Medical Vacuum and Medical Air Front End System**

On a motion by Regent Newman, seconded by Regent White, the regents unanimously approved the \$1,800,000 C.S. Mott Children's and Von Voigtlander Women's hospitals project that will provide improved redundancy and enhanced reliability of the medical air and vacuum systems serving the hospitals facility to reduce the potential of equipment failure leading to an impact on patient care, authorized commissioning the architectural firm of Harley Ellis Devereaux for its design, and authorized issuing the project for bids and awarding construction contracts provided that bids are within the approved budget.

#### **UMHHC University Hospital Radiation Oncology Linear Accelerator Replacement**

On a motion by Regent Newman, seconded by Regent Ilitch, the regents unanimously approved the \$6,810,000 University Hospital Radiation Oncology project that will renovate the treatment room B2C527 as well as part of the associated control and equipment rooms to accommodate installation of a new linear accelerator, authorized commissioning the architectural

firm of Integrated Design Solutions for its design, and authorized issuing the project for bids and awarding construction contracts provided that bids are within the approved budget.

### **UMHHC University Hospital South Air Handling Unit Upgrades**

On a motion by Regent Newman, seconded by Regent Bernstein, the regents unanimously approved the \$2,700,000 University Hospital south air handling unit upgrades project that will recondition the remaining air handling units that have not been upgraded in previous projects for improved environmental control, reliability, and energy efficiency, authorized commissioning the architectural firm of Fishbeck Thompson Carr & Huber for its design, and authorized issuing the project for bids and awarding construction contracts provided that bids are within the approved budget.

### **Conflicts of Interest Items**

On a motion by Regent Bernstein, seconded by Regent Behm, the regents approved the 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 extend an agreement with the University of Michigan Credit Union**

An agreement with the University of Michigan Credit Union to finance patient LASIK eye surgery was approved.

1. Parties to the agreement are the Regents of the University of Michigan, its Kellogg Eye Center Department of Ophthalmology and Visual Sciences and the University of Michigan Credit Union.
2. The terms of the agreement are to extend the current agreement for patient financing of LASIK eye surgery for two additional years. The approximate cost is \$5,506 over the term of the extension.
3. The pecuniary interest arises from the fact that the University of Michigan employees Paul Kirsch and Jeff Frumkin are board chair and vice chair, respectively, of the University of Michigan Credit Union.

### **Authorization for the University to purchase from H3D, Incorporated**

A purchase agreement with H3D, Incorporated to purchase digital circuit boards was approved.

1. Parties to the agreement are the Regents of the University of Michigan, its Department of Nuclear Engineering and Radiological Sciences and H3D, Incorporated.
2. The terms of the agreement are for a one-time purchase of two Digital ASIC DAQ boards and the supporting electronics for a total cost of \$102,900.
3. The pecuniary interest arises from the fact that the University of Michigan employees Zhong He is the owner, director, and stockholder and Yuefeng Zhu is a stockholder and employee of H3D, Incorporated.

### **Authorization for the University to transact with miLEAD Consulting Group**

An agreement with miLEAD Consulting Group to provide insight into how the Medical School Office of Graduate and Postdoctoral Studies can consider changing its thought process for teaching within the biomedical sciences was approved.

1. Parties to the agreement are the Regents of the University of Michigan, its Department of Graduate & Postdoctoral Studies and miLEAD Consulting Group.
2. The terms of the agreement are for contracted study for insight into how to change the thought process for teaching within the biomedical sciences. The project is anticipated to take six months with a service fee of \$8,100.
3. The pecuniary interest arises from the fact that the University of Michigan employee Michael Lang is the president of miLEAD.

### **Authorization for the University to purchase from the Institute for Social and Environmental Research-Nepal**

A purchase agreement with the Institute for Social and Environmental Research-Nepal to purchase data collection and processing services in Nepal and infrastructure costs for ongoing research studies was approved.

1. Parties to the agreement are the Regents of the University of Michigan, its Population Studies Center and Institute for Social and Environmental Research-Nepal.
2. The terms of the agreement are to purchase services from the Institute for Social and Environmental Research-Nepal for data collection, processing and infrastructure costs, such as new file cabinets for protected human subjects data and survey

information and for ongoing research studies. The services will take place from July 2016 through July 2017 at a total cost of \$100,000.

3. The pecuniary interest arises from the fact that the University of Michigan employee Dirgha Jibi Ghimire is the director of Institute for Social and Environmental Research-Nepal.

### **Authorization for the University to transact with Newline Builders**

An agreement with Newline Builders to update the Peer Advisors for Veteran Education website was approved.

1. Parties to the agreement are the Regents of the University of Michigan, its Peer Advisors for Veteran Education Program and Newline Builders.
2. The terms of the agreement are for six hours of programming updates at a total cost of \$600.
3. The pecuniary interest arises from the fact that the University of Michigan employee Frederic Bayoff is the owner of Newline Builders.

### **Research Agreement between the University of Michigan and CalyGene Biotechnology**

A research agreement with CalyGene Biotechnology to fund a project entitled “Small molecule TRPML modulators” (ORSP# 16-PAF07864) was approved.

1. Parties to the agreement are the Regents of the University of Michigan, its Department of Molecular, Cellular and Developmental Biology and CalyGene Biotechnology.
2. The terms of the agreement will conform to University policy. The period of performance for the project is approximately one (1) year. The amount of funding support will not exceed \$115,000. 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 the University of Michigan employee Dr. Haoxing Xu is part owner of CalyGene Biotechnology.

## **Master Agreement between the University of Michigan and Cour Pharmaceuticals Development Co., Inc.**

A master agreement with Cour Pharmaceuticals Development Co., Inc. to support research projects at the University and use facilities of the University for projects related to research and development of these technologies was approved.

1. Parties to the agreement are the Regents of the University of Michigan, its Department of Biomedical Engineering and Cour Pharmaceuticals Development Co., Inc.
2. The agreement 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 eight (8) year period, with a total authorization not to exceed \$2,000,000. The University will use standard sponsored project accounting procedures to determine the cost of each project under this 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 Cour Pharmaceuticals Development Co. 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 the University of Michigan employee Dr. Lonnie Shea is part owner of Cour Pharmaceuticals Development Co., Inc.

## **Research Agreement between the University of Michigan and Eli Lilly and Company**

A research agreement with Eli Lilly and Company to fund a project entitled “16T-MC-AMAC: Phase 2, Multicenter, Randomized, Double-Blind, Parallel, Placebo-Controlled Study of LY3074828 in Subjects with Moderate to Severe Ulcerative Colitis” (ORSP# 16-PAF05786) was approved.

1. Parties to the agreement are the Regents of the University of Michigan, its Department of Internal Medicine and Eli Lilly and Company.
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 \$213,875. 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 the University of Michigan employee Dr. Marschall Runge is a paid member of the Board of Directors of Eli Lilly and Company.

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

An option agreement with EVOQ Therapeutics LLC to option from the University of Michigan the University's rights associated with UM OTT File No. 6025 entitled "Delivery Drugs and Nucleotides to Scavenger Receptor Expressing Cancers by Synthetic HDL6"; UM OTT File No. 6585 entitled "Synthetic High Density Lipoprotein Nanodiscs for in Vivo Delivery"; and UM OTT File No. 7158 entitled "The Use of Synthetic High Density Lipoproteins as Nanocarriers for Adjuvant Delivery" was approved.

1. Parties to the agreement are the Regents of the University of Michigan, its Department of Pharmaceutical Sciences and EVOQ Therapeutics LLC.
2. The terms of the agreement include granting EVOQ Therapeutics LLC an exclusive option to the technology. EVOQ Therapeutics LLC will reimburse ongoing patent costs, perform technical diligence, and provide a business plan that describes their intention and ability to develop and commercialize the licensed technology. Terms of the subsequent license agreement would include a royalty on sales and reimbursement of patent costs. 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 the University of Michigan employees Dr. James J. Moon and Dr. Anna A. Schwendeman have ownership interest in EVOQ Therapeutics LLC.

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

A subcontract agreement with ImBio, LLC to fund a National Institute of health (prime) SBIR Phase IIB project entitled "Advancement of PRM Software for Longitudinal Assessment of COPD Subtypes" (ORSP# 16-PAF06979) was approved.

1. Parties to the agreement are the Regents of the University of Michigan, its Department of Radiology and ImBio, LLC

2. The terms of the agreement conform to University policy. The period of performance is two (2) years. The amount of funding support will not exceed \$784,610. 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 the University of Michigan employees Brian Ross and Alnawaz Rehemtulla are part owners of ImBio, LLC

### **License Agreement between the University of Michigan and Hosagrahar V. Jagadish**

A license agreement with Hosagrahar V. Jagadish to license from the University of Michigan the University's rights associated with UM OTT File No. 3020 entitled "A Natural Language Interface to a Database" was approved.

1. Parties to the agreement are the Regents of the University of Michigan and Hosagrahar V. Jagadish.
2. Agreement terms include granting Hosagrahar V. Jagadish an exclusive license with the right to grant sublicenses. Hosagrahar V. Jagadish will pay a royalty on sales, milestone payments, and reimburse patent costs.
3. The pecuniary interest of University of Michigan employee Hosagrahar V. Jagadish would arise from receipt of a license of the technology.

### **Subcontract Agreement between the University of Michigan and Michigan Aerospace Corporation**

A subcontract agreement with Michigan Aerospace Corporation to fund a NASA (prime) SBIR Phase II project entitled "Improved Forecasts of Solar Particle Events using Eruptive Event Generators based on Gibson-Low and Titov-Demoulin Magnetic Configurations" (ORSP# 16-PAF07779) was approved.

1. Parties to the agreement are the Regents of the University of Michigan, its Department of Climate and Space Sciences and Engineering and the Michigan Aerospace Corporation.
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 \$350,000. 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 the University of Michigan employee Lennard Fisk is part owner of Michigan Aerospace Corporation.

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

An option agreement with MedigenixBio, Inc. to option from the University of Michigan the University's rights associated with UM OTT File No. 3356 entitled "Methods for altering lipid metabolism"; UM OTT File No. 4352 entitled "Plasminogen activator inhibitor-1 inhibitors and methods of use thereof to modulate lipid metabolism"; and UM OTT File No. 5475 entitled "Plasminogen activator inhibitor-1 inhibitors and methods of use thereof" was approved.

1. Parties to the agreement are the Regents of the University of Michigan, its Department of Internal Medicine and MedigenixBio, Inc.
2. The terms of the agreement include granting MedigenixBio, Inc. an option to obtain an exclusive license with the right to grant sublicenses. MedigenixBio, Inc. will pay an option fee and reimburse patent costs. The University may receive equity in MedigenixBio, Inc., 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 the University of Michigan employees Daniel Lawrence and Enming Joseph Su are part owners of MedigenixBio Inc.

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

An option agreement with PreDxion Bio, Inc. to option from the University of Michigan the University's rights associated with UM OTT File No. 6371 entitled "Label-free Barcode Optical Biosensor Microarray Immunoassay" was approved.

1. Parties to the agreement are the Regents of the University of Michigan, its Department of Pediatrics and Communicable Diseases and PreDxion Bio, Inc.
2. The terms of the agreement include granting PreDxion Bio, Inc. an option to obtain an exclusive license with the right to grant sublicenses. PreDxion Bio, Inc. will pay a royalty on sales and reimburse patent costs. The University may receive equity in PreDxion Bio, Inc., 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 the University of Michigan employees Dr. Timothy Cornell and Walker McHugh are part owners of PreDxion Bio, Inc.

### **Subcontract Agreement between the University of Michigan and Rydberg Technologies LLC**

A subcontract agreement with Rydberg Technologies LLC to fund a DARPA (prime) SBIR Phase II project entitled “Broadband Self-calibrated Rydberg-based RF Electric Field and Power Sensor” (ORSP# 16-PAF06635) was approved.

1. Parties to the agreement are the Regents of the University of Michigan, its Department of Physics and Rydberg Technologies 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 \$72,000. 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 the University of Michigan employee Georg Raithel is part owner of Rydberg Technologies LLC.

### **Research Agreement between the University of Michigan and Lycera Corp.**

A research agreement with Lycera Corp. to fund a project entitled “A randomized, double-blind, placebo-controlled parallel group study to assess the efficacy and safety of induction therapy with LYC-30937-EC in subjects with active ulcerative colitis/LYC-30937-2001” (ORSP# 16-PAF07566) was approved.

1. Parties to the agreement are the Regents of the University of Michigan, its Department of Internal Medicine and Lycera Corp.
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 \$62,531. 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 the University of Michigan employees Dr. Gary Glick, Dr. Anthony Pipari, and Dr. David Canter are part owners of Lycera Corp.

### **Research Agreement between the University of Michigan and NanoFlex Power Corporation**

A research agreement with NanoFlex Power Corporation (the “Company”) to continue funding a project entitled “Low-Cost and High-Efficiency Thin-Film GaAs Solar Cells for Building Integrated and Building Applied Photovoltaics” (ORSP# 16-PAF03598) was approved.

1. Parties to the agreement are the Regents of the University of Michigan, its Department of Electrical Engineering and Computer Science and NanoFlex Power Corporation.
2. The terms of the agreement as amended conform to University policy. The period of performance for the project is approximately thirty-six (36) months. The amount of funding support as supplemented will not exceed \$300,000. 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 the University of Michigan employee Dr. Stephen Forrest is a part owner of NanoFlex Power Corporation.

### **Research Agreement between the University of Michigan and NanoFlex Power Corporation**

A research agreement with NanoFlex Power Corporation to fund a project entitled “Low-Cost and High-Efficiency Thin-Film GaAs Solar Cells” (ORSP# 16-PAF06416) was approved.

1. Parties to the agreement are the Regents of the University of Michigan, its Department of Electrical Engineering and Computer Science and NanoFlex Power Corporation.
2. The terms of the agreement as amended conform to University policy. The period of performance for the project is approximately thirty-six (36) months. The amount of funding support as supplemented will not exceed \$450,000. 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 the University of Michigan employee Dr. Stephen Forrest is a part owner of NanoFlex Power Corporation.

### **International Institute, College of Literature, Science, and the Arts**

On a motion by Regent Newman, seconded by Regent Behm, the regents unanimously approved the International Institute to be named an “instructional unit” to enable it to work with departments to establish joint appointments with part-time effort from existing and new faculty.

### **Revisions to the Regents’ Bylaws/UMHS Bylaws**

On a motion by Regent Ryder Diggs, seconded by Regent Behm, the regents unanimously approved the revisions to the University of Michigan Regents’ Bylaws and the UMHS Bylaws as presented.

### **Regents’ Ordinance Revision**

On a motion by Regent Bernstein, seconded by Regent Behm, the regents unanimously approved the revisions to the *Ordinance to Regulate Parking and Traffic and to Regulate the Use and Protection of the Buildings and Property of the Regents of the University of Michigan*, adding a new article to address unmanned aerial vehicles and unmanned aircraft systems commonly referred to as drones.

### **Public Comment**

The regents heard public comments from Yusong Gong, citizen, on patient safety; and Jim Mogensen, citizen, on university-side conflict of interest policies.

### **Adjournment**

The meeting was adjourned at 4:08 p.m. The next meeting will take place on September 15, 2016.

