

**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  
Vice President for Research and Innovation

October 2025

**Attachment A**

**Agreement #1**

<p><b>License Agreement between the University and HealthyLifetime Inc. Reviewed by the OVPR Conflict of Interest Committee</b></p>		
<p><b><u>Innovation Partnerships Intellectual Property File Information</u></b></p>		
Number	Title	Inventors
2020-296	HealthyLifetime™ Program	Kathleen Potempa, Marna Flaherty Robb, Margaret Calarco, Olga Yakusheva, Karen Harden, Mary Franklin, Laura Struble, Nancy Gallagher
2024-438	HealthyLifetime™ Nurse Training Program Content/Manuals	Stacia Potempa, Kathleen Potempa, Marna Flaherty Robb, Margaret Calarco, Susan Butterworth
2025-160	HealthyLifetime™ Program AI Augmented Assessment Product	Stacia Potempa, Kathleen Potempa, Marna Flaherty Robb, Susan Butterworth, Somayeh Molaei
2025-441	HealthyLifetime™ Independent Living Risk Assessment (ILRA)	Stacia Potempa, Kathleen Potempa, Marna Flaherty Robb, Susan Butterworth, Somayeh Molaei, Philip Furspan, Deanna Marriott
<p><b><u>Background</u></b></p> <p>HealthyLifetime Inc. was formed to commercialize curriculum, measurement methodology, AI tools and an associated training program "HealthyLifetime" to support aging adults in maintaining a healthy and productive independent lifestyle and desires to license the University's rights associated with the technology listed above.</p>		
<p><b><u>Net Effects</u></b></p> <ul style="list-style-type: none"> <li>● Worldwide exclusive</li> <li>● Patents and copyrights</li> <li>● All fields of use</li> <li>● Right to commercialize</li> </ul>		<p><b><u>Agreement Terms</u></b></p> <p>HealthyLifetime Inc. will:</p> <ul style="list-style-type: none"> <li>● Obtain the right to grant sublicenses</li> <li>● Pay a royalty on sales</li> <li>● Reimburse patent costs</li> <li>● Pay an upfront fee</li> </ul> <p>The University will:</p> <ul style="list-style-type: none"> <li>● Receive equity in HealthyLifetime Inc.</li> <li>● Retain the right to purchase more equity in HealthyLifetime Inc.</li> </ul>
<p style="text-align: center;"><b><u>University Employee; University Title; Relationship with HealthyLifetime Inc.</u></b></p> <ul style="list-style-type: none"> <li>● Kathleen Potempa; Professor, Nursing; Partial Owner</li> <li>● Stacia Potempa; Program Manager, Nursing; Partial Owner</li> <li>● Marna Flaherty-Robb; Prof Misc (temp), Nursing; Partial Owner</li> <li>● Margaret Calarco; Administrative Director Healthcare, Nursing; Partial Owner</li> <li>● Susan Butterworth; Administrative Director, Nursing; Partial Owner</li> </ul>		

**Agreement #2**

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

**Innovation Partnerships Intellectual Property File Information**

<b>Number</b>	<b>Title</b>	<b>Inventors</b>
2025-552	MI Safe Spinal Sam	Deborah Rooney, Ashlee Holman, Benjamin Gerber
2025-553	MI Safe Spinal Sam, Insert	Deborah Rooney, Ashlee Holman, Benjamin Gerber, Raj Patel

**Background**

MI-SAFESAM, LLC was formed to commercialize a clinical simulation tool for training clinical providers on how to appropriately perform spinal anesthesia in infants and young children 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-SAFESAM, LLC will:
- Pay a royalty on sales

**University Employee; University Title; Relationship with MI-SAFESAM, LLC**

- Ashlee Holman; Clinical Associate Professor, Anesthesiology; Partial Owner
- Deborah Rooney; Clinical Professor, Learning Health Sciences; Partial Owner

**Agreement #3**

**License Agreement between the University and PreEmptBio LLC  
Reviewed by the Medical School Conflict of Interest Board**

**Innovation Partnerships Intellectual Property File Information**

<b>Number</b>	<b>Title</b>	<b>Inventors</b>
2024-408	Novel therapeutic targeting in preeclampsia with verteporfin	Johann Gudjonsson, Lam Tsoi, Olesya Plazyo, Allison Billi

**Background**

PreEmptBio LLC was formed to commercialize novel therapeutics to treat preeclampsia and desires to license the University's rights associated with the technology listed above.

**Net Effects**

- Worldwide exclusive
- Patents
- For treatment of systemic sclerosis/preeclampsia in humans
- Right to commercialize

**Agreement Terms**

PreEmptBio LLC will:

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

The University will:

- Receive equity in PreEmptBio LLC

**University Employee; University Title; Relationship with PreEmptBio LLC**

- Johann Gudjonsson; Professor, Dermatology; Partial Owner