

THE UNIVERSITY OF MICHIGAN
REGENTS COMMUNICATION

ACTION REQUEST

Subject: Reassignment Agreement between the University of Michigan and Sara Rampazzi

Action Requested: Approval of Reassignment Agreement

Preamble:

A statutory conflict of interest situation was identified by the Office of Technology Transfer while reviewing the technology transfer agreement that then triggered a review by the UMOR Conflict of Interest Review Committee. A plan for management of the possible risks associated with the conflict of interest was then developed and approved by this Committee and agreed to by the parties involved in this plan.

This proposed reassignment agreement (“Agreement”) falls under the State of Michigan Conflict of Interest Statute because Dr. Sara Rampazzi is an employee of the University of Michigan (“University”) and a direct party to an agreement with the University. The law permits such an Agreement provided it is disclosed to the Board of Regents (“Regents”) of the University of Michigan and approved in advance by a 2/3 vote.

Background:

Dr. Sara Rampazzi, a Research Investigator in the Department of Electrical Engineering and Computer Science – Computer Science and Engineering Division, has asked to have the rights to the following technology assigned to her personally:

UM OTT File No. 2019-476, entitled: “Neuromeric Two Factor Authentication System Using In-Ear EEG” (Inventors: Sara Rampazzi, Angel Rodriguez)

The Office of Technology Transfer negotiated the terms of the proposed Agreement in accordance with University policy and its accepted principles related to reassignment procedures.

Parties to the Agreement:

The Regents of the University of Michigan and Dr. Sara Rampazzi

Agreement Terms Include:

Agreement terms include assigning ownership of the technology referenced above to Dr. Sara Rampazzi at no cost. Dr. Sara Rampazzi will not be obligated to pay a royalty on sales. No reimbursement of expenses will be necessary as the Office of Technology Transfer has not filed any patent applications or spent any money on the technology.

The University will retain an irrevocable, non-exclusive, non-transferable, royalty-free license to practice and have practiced the technology and/or patents for any noncommercial research, academic, or teaching purpose. 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.

Pecuniary Interest:

The pecuniary interests of Dr. Sara Rampazzi arise from receipt of a reassignment agreement to the technology.

Net Effect:

The Office of Technology Transfer has negotiated and finalized the terms of a reassignment agreement for content related to UM OTT File No. 2019-476 for all fields of use. Dr. Sara Rampazzi will obtain use and commercialization rights to the above listed University technology.

Recommendations:

This matter has been reviewed and approved by the UMOR Conflict of Interest Review Committee. In light of this disclosure and our finding that the Agreement was negotiated in conformance with standard University practices, I recommend that the Board of Regents approve the Agreement between the University and Dr. Sara Rampazzi.

Respectfully submitted,



Rebecca Cunningham
Interim Vice President for Research

December 2019