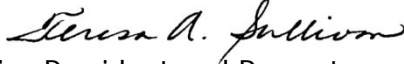


# MICHIGAN STATE UNIVERSITY

June 26, 2020

## MEMORANDUM

**To:** Committee on Audit, Risk and Compliance

**From:** Teresa A. Sullivan   
Interim Executive Vice President and Provost

**Subject:** Approval of Contract Terms: *BoroPharm, Inc.*

### RECOMMENDATION

The Trustee Committee on Audit, Risk and Compliance recommends that the Board of Trustees approve a contract between Michigan State University and *BoroPharm, Inc.*, a company in which faculty members Robert Maleczka and Professor Milton Smith hold a financial interest.

### RESOLUTION

BE IT RESOLVED, that the Board of Trustees of Michigan State University hereby approves a service agreement with *BoroPharm, Inc.* consistent with earlier public notice given at a Board meeting and with an "Amended Service Agreement Term Sheet" now presented to the Board for inclusion in its minutes.

### BACKGROUND

In compliance with State law, public notice of the University's intent to negotiate contracts with "SM Chem" was given at the Board of Trustees' meeting on June 17, 2005. Subsequently, the company became *BoroPharm, Inc.*, a Delaware corporation. An agreement with *BoroPharm, Inc.* was approved on December 17, 2017. The terms of an amended service agreement are now presented for Board approval.

Professor and Chairperson Robert Maleczka and Professor Milton Smith, both of the Department of Chemistry, and members of their families own or have options to buy an ownership interest of more than 1% of the company.

The attached "Amended Service Agreement Term Sheet" summarizes the agreement that MSU has negotiated with *BoroPharm, Inc.*

cc: Board of Trustees, S. Stanley, N. Beauchamp, N. Barr, M. Zeig, S. Hsu, B. Mattes, B. Quinn, C. Berg, C. Leese



#### OFFICE OF THE PROVOST

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## AMENDED SERVICE AGREEMENT TERM SHEET

<b>Party:</b>	BoroPharm, Inc.
<b>Agreement:</b>	BoroPharm, Inc. and MSU executed a two-year pilot plant use and space agreement regarding certain services to be provided at the MSU Bioeconomy Institute in Holland, Michigan, with effect on December 13, 2011. Sequential amendments to the agreement extending the contract period first to December 5, 2015, then to December 5, 2017
<b>Term:</b>	Effective date – December 2022
<b>Payment Terms:</b>	According to the attached rate sheet
<b>Services Provided:</b>	By MSU to BoroPharm, Inc.: Pilot plant scale-up of chemical syntheses  By BoroPharm, Inc. to MSU: None contemplated under the agreement
<b>Use of University Facilities/Personnel:</b>	Use of pilot plant infrastructure and operational staff for execution of pilot plant synthesis runs at the MSU facility in Holland, MI for production of chemical intermediates, process optimization, and related research.
<b>Organization Type:</b>	Delaware Corporation
<b>Personnel Interest:</b>	Professor and Chairperson Robert Maleczka and Professor Milton Smith, both of the Department of Chemistry, and members of their families own or have options to buy an ownership interest of more than 1% of the company.

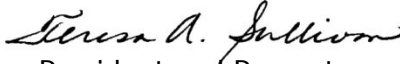
MSU Bioeconomy Institute - Holland, Michigan Scale-up Plant Rates As of February 1, 2020 -- (MSU reserves the right to modify rates at any time)							
Infrastructure							
Primary reactor used in single reactor train --> [where a train may include up to 3 reactors: a primary or still, plus a receiver and/or a charging tank]	Mill Room, Vacuum Tray or Rotary Dryer (no additional processing steps)	850 L Hastelloy Agitated Pan Dryer	200 L Glass-lined	400 L Glass-lined; 120 L High Temperature Still	800 L Glass-lined or Stainless; or any volume Hastelloy, including low temperature reactor	2000 L Glass-lined	4000 L Glass-lined
First day in consecutive plant work period	\$872	\$1,570	\$3,271	\$4,026	\$5,033	\$6,039	\$7,046
Each additional consecutive plant work day, including filtering, centrifugation, drying, milling, etc.	\$872	\$1,570	\$1,290	\$1,688	\$1,986	\$2,483	\$2,880
Daily Blending Operation (single vessel, no major auxiliary equipment, no heating or cooling)	---	---	\$693	\$854	\$1,067	\$1,280	\$1,495
Personnel							
	Mon-Friday Prime Shift; hourly rate up to 10 hrs per day					All other time worked; hourly rate	
Plant Operator	\$96.00					\$144.00	
Shift Manager / Mechanical/ Electrical/ Instrumentation	\$112.00					\$168.00	
Chemist/Engineer	\$161.00					\$241.50	
Other							
	MSU mark-ups of mutually agreed charges for optional supplies and services provided by MSU						
Raw materials (if not privately arranged)	26%						
Waste disposal (if not privately arranged)	26%						
Pilot Plant consumables	26%						
Consulting Engineers	26%						
Other expenses, absent separate agreement	26%						
Volume Discounts							
Volume Discounts are applied for a single customer on "Infrastructure" charges within a January 1st to December 31st calendar year, absent explicit preemption by other specific, contract-defined rates. More than one discount may not be applied at any time, however, Infrastructure charges from both MSU BI Holland and Lansing may be combined for the purposes of calculating volume discounts. N.B. -- Volume discounts do NOT apply to the "Personnel" or "Other" expense categories. Discounts are not applicable to clients that have been more than 45 days delinquent on any payments over the previous 12 months.							
Discounts on Infrastructure calendar year cumulative charges; see notes above							
>\$100,000 to \$250,000	5%						
>\$250,000	10%						

**MICHIGAN STATE**  
**UNIVERSITY**

June 26, 2020

**MEMORANDUM**

**To:** Committee on Audit, Risk and Compliance

**From:** Teresa A. Sullivan   
Interim Executive Vice President and Provost

**Subject:** Approval of Contract Terms: *FibrosIX, LLC (1<sup>st</sup> service agreement)*

**RECOMMENDATION**

The Trustee Committee on Audit, Risk and Compliance recommends that the Board of Trustees approve a contract between Michigan State University and *FibrosIX, LLC*, a company in which MSU faculty member Dr. Richard R. Neubig holds a financial interest.

**RESOLUTION**

BE IT RESOLVED, that the Board of Trustees of Michigan State University hereby approves a service agreement with *FibrosIX, LLC* consistent with earlier public notice given at a Board meeting and with a "Service Agreement Term Sheet" now presented to the Board for inclusion in its minutes.

**BACKGROUND**

In compliance with State law, public notice of the University's intent to negotiate contracts with *FibrosIX, LLC*, a Michigan limited liability company, was given at the Board of Trustees meeting on June 15, 2016. The terms of a service agreement are now presented for Board approval.

Dr. Richard R. Neubig, Professor and Chair of the Department of Pharmacology and Toxicology, and members of his family own or have options to buy an ownership interest of more than 1% of the company.

The attached "Service Agreement Term Sheet" summarizes the agreement that MSU has negotiated with *FibrosIX, LLC*.

cc: Board of Trustees, S. Stanley, N. Beauchamp, N. Barr, M. Zeig, S. Hsu, B. Mattes, B. Quinn, C. Berg, C. Leese



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## SERVICE AGREEMENT TERM SHEET

<b>Party:</b>	FibrosIX, LLC
<b>Agreement:</b>	MSU will perform testing in human dermal fibroblasts (business connect reference number 40596).
<b>Term:</b>	July 2020 – December 2020
<b>Payment Terms:</b>	\$18,106 to MSU in fees for service
<b>Services Provided:</b>	<p>By MSU to FibrosIX, LLC: Test the efficacy of 10 novel compounds in reducing TGF-<math>\beta</math> induced ACTA2 mRNA levels in normal primary human dermal fibroblasts</p> <p>By FibrosIX, LLC to MSU: None contemplated under the agreement</p>
<b>Use of University Facilities/Personnel:</b>	Work to be performed in the Life Sciences Building 6by, or supervised by, Erika Lisabeth
<b>Organization Type:</b>	Michigan limited liability company
<b>Personnel Interest:</b>	Dr. Richard R. Neubig, Professor and Chair of the Department of Pharmacology and Toxicology, and members of his family, own or have options to buy an ownership interest of more than 1% of the company.

**MICHIGAN STATE**  
**UNIVERSITY**

June 26, 2020

**MEMORANDUM**

**To:** Committee on Audit, Risk and Compliance

**From:** Teresa A. Sullivan *Teresa A. Sullivan*  
Interim Executive Vice President and Provost

**Subject:** Approval of Contract Terms: *FibrosIX, LLC (2<sup>nd</sup> service agreement)*

**RECOMMENDATION**

The Trustee Committee on Audit, Risk and Compliance recommends that the Board of Trustees approve a contract between Michigan State University and *FibrosIX, LLC*, a company in which MSU faculty member Dr. Richard R. Neubig holds a financial interest.

**RESOLUTION**

BE IT RESOLVED, that the Board of Trustees of Michigan State University hereby approves a service agreement with *FibrosIX, LLC* consistent with earlier public notice given at a Board meeting and with a "Service Agreement Term Sheet" now presented to the Board for inclusion in its minutes.

**BACKGROUND**

In compliance with State law, public notice of the University's intent to negotiate contracts with *FibrosIX, LLC*, a Michigan limited liability company, was given at the Board of Trustees meeting on June 15, 2016. The terms of a service agreement are now presented for Board approval.

Dr. Richard R. Neubig, Professor and Chair of the Department of Pharmacology and Toxicology, and members of his family own or have options to buy an ownership interest of more than 1% of the company.

The attached "Service Agreement Term Sheet" summarizes the agreement that MSU has negotiated with *FibrosIX, LLC*.

cc: Board of Trustees, S. Stanley, N. Beauchamp, N. Barr, M. Zeig, S. Hsu, B. Mattes, B. Quinn, C. Berg, C. Leese



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## SERVICE AGREEMENT TERM SHEET

**Party:** FibrosIX, LLC

**Agreement:** MSU will perform biomarker testing (Business Connect reference number 40597)

**Term:** July 2020 – December 2020

**Payment Terms:** \$32,396 to MSU in fees for service

**Services Provided:** By MSU to FibrosIX, LLC: Animal oral dosing and blood collection

By FibrosIX, LLC to MSU: None contemplated under the agreement

**Use of University Facilities/Personnel:** Work to be performed in the Life Sciences Building by, or supervised by, Teresa Kreiger-Burke

**Organization Type:** Michigan limited liability company

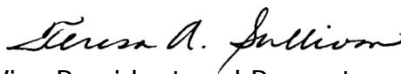
**Personnel Interest:** Dr. Richard R. Neubig, Professor and Chair of the Department of Pharmacology and Toxicology, and members of his family, own or have options to buy an ownership interest of more than 1% of the company.

**MICHIGAN STATE**  
**UNIVERSITY**

June 26, 2020

**MEMORANDUM**

**To:** Committee on Audit, Risk and Compliance

**From:** Teresa A. Sullivan   
Interim Executive Vice President and Provost

**Subject:** Approval of Contract Terms: *FibrosIX, LLC (3<sup>d</sup> service agreement)*

**RECOMMENDATION**

The Trustee Committee on Audit, Risk and Compliance recommends that the Board of Trustees approve a contract between Michigan State University and *FibrosIX, LLC*, a company in which MSU faculty member Dr. Richard R. Neubig holds a financial interest.

**RESOLUTION**

BE IT RESOLVED, that the Board of Trustees of Michigan State University hereby approves a service agreement with *FibrosIX, LLC* consistent with earlier public notice given at a Board meeting and with a "Service Agreement Term Sheet" now presented to the Board for inclusion in its minutes.

**BACKGROUND**

In compliance with State law, public notice of the University's intent to negotiate contracts with *FibrosIX, LLC*, a Michigan limited liability company, was given at the Board of Trustees meeting on June 15, 2016. The terms of a service agreement are now presented for Board approval.

Dr. Richard R. Neubig, Professor and Chair of the Department of Pharmacology and Toxicology, and members of his family own or have options to buy an ownership interest of more than 1% of the company.

The attached "Service Agreement Term Sheet" summarizes the agreement that MSU has negotiated with *FibrosIX, LLC*.

cc: Board of Trustees, S. Stanley, N. Beauchamp, N. Barr, M. Zeig, S. Hsu, B. Mattes, B. Quinn, C. Berg, C. Leese



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## SERVICE AGREEMENT TERM SHEET

**Party:** FibrosIX, LLC

**Agreement:** MSU, as a subrecipient under an NIH grant, will perform testing services to refine doses of bleomycin in an animal study for pulmonary fibrosis under a project entitled, "Intraperitoneal Bleomycin DRF in Mice."

**Term:** Effective date to December 31, 2020

**Payment Terms:** \$22,843 to MSU in fees for service

**Services Provided:** By MSU to FibrosIX, LLC: Conduct a study to refine doses of bleomycin in mouse model  
  
By FibrosIX, LLC to MSU: None contemplated under the agreement

**Use of University Facilities/Personnel:** Work to be performed at MSU's Life Sciences Building by, or supervised by, Dr. Teresa Krieger-Burke

**Organization Type:** Michigan limited liability company

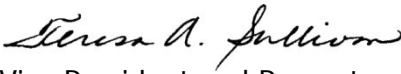
**Personnel Interest:** Dr. Richard R. Neubig, Professor and Chair of the Department of Pharmacology and Toxicology, and members of his family, own or have options to buy an ownership interest of more than 1% of the company.

**MICHIGAN STATE**  
**UNIVERSITY**

June 26, 2020

**MEMORANDUM**

**To:** Committee on Audit, Risk and Compliance

**From:** Teresa A. Sullivan   
Interim Executive Vice President and Provost

**Subject:** Approval of Contract Terms: *Great Lakes Crystal Technologies, Inc.*

**RECOMMENDATION**

The Trustee Committee on Audit, Risk and Compliance recommends that the Board of Trustees approve a contract between Michigan State University and *Great Lakes Crystal Technologies, Inc.*, a company in which MSU faculty member Dr. Timothy Grotjohn holds an interest.

**RESOLUTION**

BE IT RESOLVED, that the Board of Trustees of Michigan State University hereby approves service agreement with *Great Lakes Crystal Technologies, Inc.* consistent with earlier public notice and with a "Service Agreement Term Sheet" now presented to the Board for inclusion in its minutes.

**BACKGROUND**

In compliance with State law, public notice of the University's intent to negotiate contracts with *Great Lakes Crystal Technologies, Inc.*, a Michigan company, was given at the Board of Trustees meeting on September 6, 2019. The terms of a service agreement are now presented for Board approval.

Dr. Timothy Grotjohn, a Professor in the Department of Electrical and Computer Engineering, and members of his family, have, or have options to buy, an interest in the company or are officers or paid employees of the company.

The attached "Service Agreement Term Sheet" summarizes the agreement that MSU has negotiated with *Great Lakes Crystal Technologies, Inc.*

cc: Board of Trustees, S. Stanley, N. Beauchamp, N. Barr, M. Zeig, S. Hsu, B. Mattes, B. Quinn, C. Berg, C. Leese



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## SERVICE AGREEMENT TERM SHEET

**Party:** Great Lakes Crystal Technologies, Inc.

**Agreement:** Subcontract from Great Lakes Crystal Technologies, Inc. prime award from the US Department of the Navy to MSU (IP00472862)

**Term:** Effective date – June 8, 2021

**Payment Terms:** \$75,337.66 payment to MSU for services

**Services Provided:** By MSU to Great Lakes Crystal Technologies, Inc.:  
Develop a preliminary design of a diamond semiconductor pulse shaper including diamond device structure and specifications for the doping levels of the diamond semiconducting layers

By Great Lakes Crystal Technologies, Inc. to MSU:  
None completed under the agreement

**Use of University Facilities/  
Personnel:** Services conducted in the Engineering Building by or under Dr. Sergey Baryshev

**Organization Type:** Michigan corporation

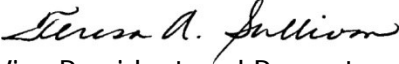
**Personnel Interest:** Dr. Timothy Grotjohn, a Professor in the Department of Electrical and Computer Engineering, and members of his family, have, or have options to buy, an interest in the company or are officers or paid employees of the company.

**MICHIGAN STATE**  
**UNIVERSITY**

June 26, 2020

**MEMORANDUM**

**To:** Committee on Audit, Risk and Compliance

**From:** Teresa A. Sullivan   
Interim Executive Vice President and Provost

**Subject:** Approval of Contract Terms: *Jolt Energy Storage Technologies LLC*

**RECOMMENDATION**

The Trustee Committee on Audit, Risk and Compliance recommends that the Board of Trustees approve a contract between Michigan State University and *Jolt Energy Storage Technologies LLC*, a company in which Professor Thomas Guarr holds a financial interest.

**RESOLUTION**

BE IT RESOLVED, that the Board of Trustees of Michigan State University hereby approves a service agreement with *Jolt Energy Storage Technologies LLC* consistent with earlier public notice given at a Board meeting and with a "Service Agreement Term Sheet" now presented to the Board for inclusion in its minutes.



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**BACKGROUND**

In compliance with State law, public notice of the University's intent to negotiate contracts with *Jolt Energy Storage Technologies LLC*, a Michigan limited liability company, was given at the Board of Trustees meeting on February 6, 2015. The terms of a service agreement are now presented for Board approval.

Professor Thomas Guarr, R&D Director of the MSU Bioeconomy Institute, and members of his family, own or have options to buy an ownership interest of more than 1% of the company.

The attached "Service Agreement Term Sheet" summarizes the agreement that MSU has negotiated with *Jolt Energy Storage Technologies LLC*.

cc: Board of Trustees, S. Stanley, N. Beauchamp, N. Barr, M. Zeig, S. Hsu, B. Mattes, B. Quinn, C. Berg, C. Leese

## SERVICE AGREEMENT TERM SHEET

<b>Party:</b>	Jolt Energy Storage Technologies LLC
<b>Agreement:</b>	Use of pilot plant infrastructure and operational staff at the MSU Bioeconomy Institute facility in Holland, MI for production of chemical intermediates, process optimization, and related research.
<b>Term:</b>	Effective date – two years
<b>Payment Terms:</b>	According to the attached rate sheet
<b>Services Provided:</b>	By MSU to Jolt Energy Storage Technologies LLC: Pilot plant scale-up of chemical syntheses  By Jolt Energy Storage Technologies LLC to MSU: None contemplated under the agreement
<b>Use of University Facilities/Personnel:</b>	Pilot plant and operational staff at the MSU facility in Holland, MI
<b>Organization Type:</b>	Michigan limited liability company
<b>Personnel Interest:</b>	Professor Thomas Guarr, R&D Director of the MSU Bioeconomy Institute, and members of his family, own or have options to buy an ownership interest of more than 1% of the company. Professor Guarr is also an officer of Jolt Energy Storage Technologies LLC.

MSU Bioeconomy Institute - Holland, Michigan Scale-up Plant Rates As of February 1, 2020 -- (MSU reserves the right to modify rates at any time)							
Infrastructure							
Primary reactor used in single reactor train --> [where a train may include up to 3 reactors: a primary or still, plus a receiver and/or a charging tank]	Mill Room, Vacuum Tray or Rotary Dryer (no additional processing steps)	850 L Hastelloy Agitated Pan Dryer	200 L Glass-lined	400 L Glass-lined; 120 L High Temperature Still	800 L Glass-lined or Stainless; or any volume Hastelloy, including low temperature reactor	2000 L Glass-lined	4000 L Glass-lined
First day in consecutive plant work period	\$872	\$1,570	\$3,271	\$4,026	\$5,033	\$6,039	\$7,046
Each additional consecutive plant work day, including filtering, centrifugation, drying, milling, etc.	\$872	\$1,570	\$1,290	\$1,688	\$1,986	\$2,483	\$2,880
Daily Blending Operation (single vessel, no major auxiliary equipment, no heating or cooling)	---	---	\$693	\$854	\$1,067	\$1,280	\$1,495
Personnel							
	Mon-Friday Prime Shift; hourly rate up to 10 hrs per day					All other time worked; hourly rate	
Plant Operator	\$96.00					\$144.00	
Shift Manager / Mechanical/ Electrical/ Instrumentation	\$112.00					\$168.00	
Chemist/Engineer	\$161.00					\$241.50	
Other							
	MSU mark-ups of mutually agreed charges for optional supplies and services provided by MSU						
Raw materials (if not privately arranged)	26%						
Waste disposal (if not privately arranged)	26%						
Pilot Plant consumables	26%						
Consulting Engineers	26%						
Other expenses, absent separate agreement	26%						
Volume Discounts							
Volume Discounts are applied for a single customer on "Infrastructure" charges within a January 1st to December 31st calendar year, absent explicit preemption by other specific, contract-defined rates. More than one discount may not be applied at any time, however, Infrastructure charges from both MSU BI Holland and Lansing may be combined for the purposes of calculating volume discounts. N.B. -- Volume discounts do NOT apply to the "Personnel" or "Other" expense categories. Discounts are not applicable to clients that have been more than 45 days delinquent on any payments over the previous 12 months.							
Discounts on Infrastructure calendar year cumulative charges; see notes above							
>\$100,000 to \$250,000	5%						
>\$250,000	10%						

**MICHIGAN STATE**  
**UNIVERSITY**

June 26, 2020

**MEMORANDUM**

**To:** Committee on Audit, Risk and Compliance

**From:** Teresa A. Sullivan *Teresa A. Sullivan*  
Interim Executive Vice President and Provost

**Subject:** Approval of Contract Terms: *National Pesticide Safety and Education Center*

**RECOMMENDATION**

The Trustee Committee on Audit, Risk and Compliance recommends that the Board of Trustees approve a contract between Michigan State University and the *National Pesticide Safety and Education Center*, in which MSU employee Mr. Tom Smith holds an interest.

**RESOLUTION**

BE IT RESOLVED, that the Board of Trustees of Michigan State University hereby approves a corrected service agreement with the *National Pesticide Safety and Education Center* consistent with earlier public notice given at a Board meeting and with a "Corrected Agreement Term Sheet" now presented to the Board for inclusion in its minutes.

**BACKGROUND**

In compliance with State law, public notice of the University's intent to negotiate contracts with the *National Pesticide Safety and Education Center*, a Michigan nonprofit corporation, was given at the Board of Trustees meeting on April 12, 2019. Subsequently, the Board approved an amended service agreement on May 15, 2020. The terms of a correct agreement are now presented for Board approval.

Mr. Tom Smith, Associate Director of MSU's Institute of Agricultural Technology has an interest in the center.

The attached "Corrected Agreement Term Sheet" summarizes the amended terms that MSU has negotiated with the *National Pesticide Safety and Education Center*.

cc: Board of Trustees, S. Stanley, N. Beauchamp, N. Barr, M. Zeig, S. Hsu, B. Mattes, B. Quinn, C. Berg, C. Leese



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## **CORRECTED AGREEMENT TERM SHEET**

**Party:** National Pesticide Safety and Education Center  
("NPSEC")

**Corrected Agreement:** The duration and payment terms are adjusted as indicated below.

**Term:** Extended to cover the time period between February 18, 2020 and March 26, 2020 from initial term of February 1, 2019 to January 31, 2020

**Payment Terms:** \$149,759.45 to MSU in fees for service

**Services Provided:** By MSU to NPSEC: provide Executive Director services to the Center's Board

By NPSEC to MSU: none contemplated under the agreement

**Use of University Facilities/Personnel:** Efforts of Mr. Tom Smith in Agriculture Hall at MSU

**Organization Type:** Michigan nonprofit corporation

**Personnel Interest:** Mr. Tom Smith is the Associate Director of MSU's Institute of Agricultural Technology and is the Executive Director of the National Pesticide Safety and Education Center.



**MICHIGAN STATE**  
**UNIVERSITY**

June 26, 2020

**MEMORANDUM**

**To:** Committee on Audit, Risk and Compliance

**From:** Teresa A. Sullivan *Teresa A. Sullivan*  
Interim Executive Vice President and Provost

**Subject:** Approval of Contract Terms: *Adam Candeb*

**RECOMMENDATION**

The Trustee Committee on Audit, Risk and Compliance recommends that the Board of Trustees approve a contract between Michigan State University and *Adam Candeb*, an MSU faculty member.

**RESOLUTION**

BE IT RESOLVED, that the Board of Trustees of Michigan State University hereby approves a copyright license agreement with *Adam Candeb* consistent with earlier public notice given at a Board meeting and with a "Copyright License Agreement Term Sheet" now presented to the Board for inclusion in its minutes.

**BACKGROUND**

In compliance with State law, public notice of the University's intent to negotiate contracts with *Adam Candeb* and *LugusLegis, LLC* was given at the Board of Trustees meeting on May 15, 2020. The terms of a copyright license agreement are now presented for Board approval.

*Adam Candeb* is an MSU faculty member appointed in the College of Law as a Professor of Law and is Director of the Intellectual Property, Information & Communications Law Program. *Adam Candeb* is currently on an unpaid leave of absence to serve as a senior-level federal governmental appointee.

The attached "Copyright License Agreement Term Sheet" summarizes the agreement that MSU has negotiated with *Adam Candeb*.

cc: Board of Trustees, S. Stanley, N. Beauchamp, N. Barr, M. Zeig, S. Hsu, B. Mattes, B. Quinn, C. Berg, C. Leese



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## COPYRIGHT LICENSE AGREEMENT TERM SHEET

**Party:** Adam Candeb

**Agreement:** Copyright License Agreement

**Background:** Adam Candeb previously participated in the development of an educational video game for Michigan State University College of Law ("COL"). COL entered a Copyright License Agreement ("Existing Agreement"), dated February 4, 2014, with LugasLegis, LLC (a company owned by Adam Candeb) in which the company provided COL with a non-exclusive license to use the video game within its educational programs and at other institutions.

**Licensed Content:** Criminal Procedure video game including scenarios designed to illustrate teaching objectives of the course in Criminal Procedure. Licensed content includes all future versions of the video game and any adaptations and improvements on it.

**Term:** From the effective date of the full integration of COL into MSU through February 4, 2029. The existing agreement will terminate upon integration of the COL into MSU.

**Payment Terms:** MSU to pay Adam Candeb \$6,000 for technical support during the summer 2021 academic semester. MSU to pay the first \$10,000 of gross revenue to Adam Candeb; MSU to retain the next \$165,000 of gross revenue; thereafter, MSU to pay Adam Candeb 34% of gross revenue.

**Services Provided:** None.

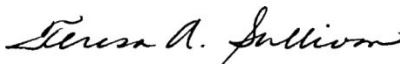
**Personnel Interest:** Adam Candeb is a party to this agreement as an individual. He is an MSU faculty member appointed in the College of Law as a Professor of Law and is the Director of the Intellectual Property, Information & Communications Law Program.

**MICHIGAN STATE**  
**UNIVERSITY**

June 26, 2020

**MEMORANDUM**

**To:** Committee on Audit, Risk and Compliance

**From:** Teresa A. Sullivan   
Interim Executive Vice President and Provost

**Subject:** Approval of Contract Terms: *Jetfire Power, LLC*

**RECOMMENDATION**

The Trustee Committee on Audit, Risk and Compliance recommends that the Board of Trustees approve a contract between Michigan State University and *Jetfire Power, LLC*, a company in which MSU faculty member Dr. Harold Schock holds a financial interest.

**RESOLUTION**

BE IT RESOLVED, that the Board of Trustees of Michigan State University hereby approves a license agreement with *Jetfire Power, LLC*, consistent with earlier public notice given at a Board meeting and with a "License Agreement Term Sheet" now presented to the Board for inclusion in its minutes.

**BACKGROUND**

In compliance with State law, public notice of the University's intent to negotiate contracts with *Jetfire Power, LLC*, a Michigan limited liability company, was given at the Board of Trustees meeting on April 12, 2019 under the name Jetfire Power Systems, Inc. The terms of a license agreement are now presented for Board approval.

Dr. Harold Schock, Professor in the Department of Mechanical Engineering and members of his family own or have options to buy an ownership interest of more than 1% of the company.

The attached "License Agreement Term Sheet" summarizes the agreement that MSU has negotiated with *Jetfire Power, LLC*.

cc: Board of Trustees, S. Stanley, N. Beauchamp, N. Barr, M. Zeig, S. Hsu, B. Mattes, B. Quinn, C. Berg, C. Leese



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## LICENSE AGREEMENT TERM SHEET

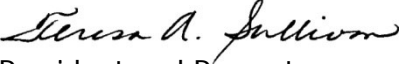
<b>Party:</b>	Jetfire Power, LLC
<b>Agreement:</b>	Exclusive license in all fields of use
<b>Technology:</b>	<p>Technology: TEC2013-0003 and TEC2016-0119 "Turbulent Jet Ignition Internal Combustion Engine" US Patent 10,161,296; TEC2018-0010 "Diesel Engine with Turbulent Jet Ignition," US Patent Application 16/634,733; and TEC2020-0055 "Jetfire Ignition System"; and TEC2020-0138 "DM-TJI System with Single Injector Fuel Delivery Per Cylinder".</p> <p>The parties may add or remove technologies under the agreement, including improvements generated under a separate sponsored research agreement, provided the change does not affect the financial consideration of the parties or the nature or extent of any pecuniary interest of MSU personnel.</p>
<b>Term:</b>	Effective Date – to the last to expire of the patents
<b>Payment Terms:</b>	Royalties of \$0.33-\$0.66 per engine; 10-25% on all sublicensing revenues; milestone payment upon change in control (2%) and patent cost reimbursements
<b>Services Provided:</b>	None contemplated under the agreement
<b>Organization Type:</b>	Michigan limited liability company
<b>Personnel Interest:</b>	Dr. Harold Schock, Professor in the Department of Mechanical Engineering and members of his family own or have options to buy an ownership interest of more than 1% of the company.

**MICHIGAN STATE**  
UNIVERSITY

June 26, 2020

**MEMORANDUM**

**To:** Committee on Audit, Risk and Compliance

**From:** Teresa A. Sullivan   
Interim Executive Vice President and Provost

**Subject:** Approval of Contract Terms: *Dr. Hiram Fitzgerald*

**RECOMMENDATION**

The Trustee Committee on Audit, Risk and Compliance recommends that the Board of Trustees approve a contract between Michigan State University and *Dr. Hiram Fitzgerald*, an MSU faculty member.

**RESOLUTION**

BE IT RESOLVED, that the Board of Trustees of Michigan State University hereby approves a publishing contract with *Dr. Hiram Fitzgerald*, consistent with earlier public notice given at a Board meeting and with a "Publishing Contract Term Sheet" now presented to the Board for inclusion in its minutes.

**BACKGROUND**

In compliance with State law, public notice of the University's intent to negotiate contracts with *Dr. Hiram Fitzgerald* was given at the Board of Trustees meeting on May 15, 2020. The terms of a publishing contract are now presented for Board approval.

*Dr. Hiram Fitzgerald* is a University Distinguished Professor in the Department of Psychology.

The attached "Publishing Contract Term Sheet" summarizes the agreement that MSU has negotiated with *Dr. Hiram Fitzgerald*.

cc: Board of Trustees, S. Stanley, N. Beauchamp, N. Barr, M. Zeig, S. Hsu, B. Mattes, B. Quinn, C. Berg, C. Leese



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## PUBLISHING CONTRACT TERM SHEET

**Party:** Dr. Hiram Fitzgerald

**Project Description:** Service as series co-editor for *Transformations in Higher Education: The Scholarship of Engagement (THE)*

**Term:** Effective date extending two years

**Agreement:** Dr. Fitzgerald will receive two free copies of each published work, and additional copies at a 40% discount from the retail prices.

**Services Provided:** By MSU to Dr. Fitzgerald: Publication of book series  
By Dr. Fitzgerald to MSU: Co-editing the book manuscripts

**Use of University Facilities/  
Personnel:** Not Applicable

**Organization Type:** Dr. Fitzgerald is contracting as an individual

**Personnel Interest:** This contract will be directly between Dr. Fitzgerald, a Distinguished Professor in the Department of Psychology, and MSU.