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
# AMENDED SERVICE AGREEMENT TERM SHEET

<table>
<thead>
<tr>
<th>Party:</th>
<th>BoroPharm, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agreement:</td>
<td>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</td>
</tr>
<tr>
<td>Term:</td>
<td>Effective date – December 2022</td>
</tr>
<tr>
<td>Payment Terms:</td>
<td>According to the attached rate sheet</td>
</tr>
<tr>
<td>Services Provided:</td>
<td>By MSU to BoroPharm, Inc.: Pilot plant scale-up of chemical syntheses</td>
</tr>
<tr>
<td></td>
<td>By BoroPharm, Inc. to MSU: None contemplated under the agreement</td>
</tr>
<tr>
<td>Use of University Facilities/Personnel:</td>
<td>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.</td>
</tr>
<tr>
<td>Organization Type:</td>
<td>Delaware Corporation</td>
</tr>
<tr>
<td>Personnel Interest:</td>
<td>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.</td>
</tr>
</tbody>
</table>
### MSU Bioeconomy Institute - Holland, Michigan
#### Scale-up Plant Rates
As of February 1, 2020 — MSU reserves the right to modify rates at any time.

<table>
<thead>
<tr>
<th>Infrastructure</th>
<th>Mill Room, Vacuum Tray or Rotary Dryer (no additional processing steps)</th>
<th>850 L Hastelloy Agitated Pen Dryer</th>
<th>200 L Glass-lined</th>
<th>400 L Glass-lined or Stainless-steel, or any volume Hastelloy, including low temperature reactor</th>
<th>900 L Glass-lined</th>
<th>2000 L Glass-lined</th>
<th>4000 L Glass-lined</th>
</tr>
</thead>
<tbody>
<tr>
<td>First day in consecutive plant work period</td>
<td>$872</td>
<td>$1,570</td>
<td>$3,271</td>
<td>$4,026</td>
<td>$5,033</td>
<td>$6,039</td>
<td>$7,046</td>
</tr>
<tr>
<td>Each additional consecutive plant work day, including filtering, centrifugation, drying, milling, etc.</td>
<td>$872</td>
<td>$1,570</td>
<td>$1,290</td>
<td>$1,688</td>
<td>$1,966</td>
<td>$2,483</td>
<td>$2,880</td>
</tr>
<tr>
<td>Daily Blending Operation (single vessel, no major auxiliary equipment, no heating or cooling)</td>
<td>---</td>
<td>---</td>
<td>$693</td>
<td>$654</td>
<td>$1,057</td>
<td>$1,280</td>
<td>$1,495</td>
</tr>
</tbody>
</table>

### Personnel

<table>
<thead>
<tr>
<th></th>
<th>Mon-Friday Prime Shift: hourly rate up to 10 hrs per day</th>
<th>All other time worked; hourly rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Plant Operator</td>
<td>$96.00</td>
<td>$144.00</td>
</tr>
<tr>
<td>Shift Manager/ Mechanical/Electrical/ Instrumentation</td>
<td>$112.00</td>
<td>$168.00</td>
</tr>
<tr>
<td>Chemist/Engineer</td>
<td>$161.00</td>
<td>$241.50</td>
</tr>
</tbody>
</table>

### 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

| $0-$100,000 | 5% |
| $100,000-$250,000 | 7% |
| $250,000 and up | 10% |
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 (1st 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
## SERVICE AGREEMENT TERM SHEET

**Party:** FibrosIX, LLC

**Agreement:** MSU will perform testing in human dermal fibroblasts (business connect reference number 40596).

**Term:** July 2020 – December 2020

**Payment Terms:** $18,106 to MSU in fees for service

**Services Provided:**
- By MSU to FibrosIX, LLC: Test the efficacy of 10 novel compounds in reducing TGF-β induced ACTA2 mRNA levels in normal primary human dermal fibroblasts
- By FibrosIX, LLC to MSU: None contemplated under the agreement

**Use of University Facilities/Personnel:** Work to be performed in the Life Sciences Building 6by, or supervised by, Erika Lisabeth

**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.
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 (2nd 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
**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.
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 (3rd 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
## 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.
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
<table>
<thead>
<tr>
<th>SERVICE AGREEMENT TERM SHEET</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Party:</strong></td>
</tr>
<tr>
<td><strong>Agreement:</strong></td>
</tr>
<tr>
<td><strong>Term:</strong></td>
</tr>
<tr>
<td><strong>Payment Terms:</strong></td>
</tr>
<tr>
<td><strong>Services Provided:</strong></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td><strong>Use of University Facilities/Personnel:</strong></td>
</tr>
<tr>
<td><strong>Organization Type:</strong></td>
</tr>
<tr>
<td><strong>Personnel Interest:</strong></td>
</tr>
</tbody>
</table>
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.

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

Party: Jolt Energy Storage Technologies LLC

Agreement: 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.

Term: Effective date - two years

Payment Terms: According to the attached rate sheet

Services Provided:
- 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

Use of University Facilities/Personnel: Pilot plant and operational staff at the MSU facility in Holland, MI

Organization Type: Michigan limited liability company

Personnel Interest: Professor Thomas Guar, 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 Guar 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.

<table>
<thead>
<tr>
<th>Infrastructure</th>
<th>Mill Room, Vacuum Tray or Rotary Dryer</th>
<th>850 L Hastelloy Reactor</th>
<th>200 L Glass-lined</th>
<th>400 L Glass-lined</th>
<th>900 L Glass-lined or Stainless; or any volume Hastelloy, including low temperature reactor</th>
<th>2000 L Glass-lined</th>
<th>4000 L Glass-lined</th>
</tr>
</thead>
<tbody>
<tr>
<td>First day in consecutive plant work period</td>
<td>$872</td>
<td>$1,570</td>
<td>$3,271</td>
<td>$4,026</td>
<td>$5,033</td>
<td>$6,039</td>
<td>$7,046</td>
</tr>
<tr>
<td>Each additional consecutive plant work day, including filtering, centrifugation, drying, milling, etc.</td>
<td>$872</td>
<td>$1,570</td>
<td>$1,290</td>
<td>$1,688</td>
<td>$1,966</td>
<td>$2,483</td>
<td>$2,880</td>
</tr>
<tr>
<td>Daily Blending Operation (single vessel, no major auxiliary equipment, no heating or cooling)</td>
<td>---</td>
<td>---</td>
<td>$693</td>
<td>$654</td>
<td>$1,057</td>
<td>$1,280</td>
<td>$1,495</td>
</tr>
</tbody>
</table>

#### Personnel

<table>
<thead>
<tr>
<th>Role</th>
<th>Monday-Friday Prime Shift: hourly rate up to 10 hrs per day</th>
<th>All other time worked; hourly rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Plant Operator</td>
<td>$96.00</td>
<td>$144.00</td>
</tr>
<tr>
<td>Shift Manager / Mechanical / Electrical / Instrumentation</td>
<td>$112.00</td>
<td>$168.00</td>
</tr>
<tr>
<td>Chemist/Engineer</td>
<td>$161.00</td>
<td>$241.50</td>
</tr>
</tbody>
</table>

#### Other

MSU mark-ups of mutually agreed charges for optional supplies and services provided by MSU

<table>
<thead>
<tr>
<th>Item</th>
<th>Mark-Up</th>
</tr>
</thead>
<tbody>
<tr>
<td>Raw materials (if not privately arranged)</td>
<td>26%</td>
</tr>
<tr>
<td>Waste disposal (if not privately arranged)</td>
<td>26%</td>
</tr>
<tr>
<td>Pilot Plant consumables</td>
<td>26%</td>
</tr>
<tr>
<td>Consulting Engineers</td>
<td>26%</td>
</tr>
<tr>
<td>Other expenses, absent separate agreement</td>
<td>26%</td>
</tr>
</tbody>
</table>

#### 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 B1 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:

<table>
<thead>
<tr>
<th>Cumulative Charge</th>
<th>Discount</th>
</tr>
</thead>
<tbody>
<tr>
<td>$100,000 to $250,000</td>
<td>5%</td>
</tr>
<tr>
<td>$250,000</td>
<td>10%</td>
</tr>
</tbody>
</table>
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: 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
## CORRECTED AGREEMENT TERM SHEET

<table>
<thead>
<tr>
<th><strong>Party:</strong></th>
<th>National Pesticide Safety and Education Center (&quot;NPSEC&quot;)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Corrected Agreement:</strong></td>
<td>The duration and payment terms are adjusted as indicated below.</td>
</tr>
<tr>
<td><strong>Term:</strong></td>
<td>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</td>
</tr>
<tr>
<td><strong>Payment Terms:</strong></td>
<td>$149,759.45 to MSU in fees for service</td>
</tr>
<tr>
<td><strong>Services Provided:</strong></td>
<td>By MSU to NPSEC: provide Executive Director services to the Center’s Board</td>
</tr>
<tr>
<td></td>
<td>By NPSEC to MSU: none contemplated under the agreement</td>
</tr>
<tr>
<td><strong>Use of University Facilities/Personnel:</strong></td>
<td>Efforts of Mr. Tom Smith in Agriculture Hall at MSU</td>
</tr>
<tr>
<td><strong>Organization Type:</strong></td>
<td>Michigan nonprofit corporation</td>
</tr>
<tr>
<td><strong>Personnel Interest:</strong></td>
<td>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.</td>
</tr>
</tbody>
</table>
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: Adam Candeub

RECOMMENDATION
The Trustee Committee on Audit, Risk and Compliance recommends that the Board of Trustees approve a contract between Michigan State University and Adam Candeub, 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 Candeub 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 Candeub 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 Candeub 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 Candeub 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 Candeub.

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

Party: Adam Candeub

Agreement: Copyright License Agreement

Background: Adam Candeub 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 LugusLegis, LLC (a company owned by Adam Candeub) 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 Candeub $6,000 for technical support during the summer 2021 academic semester. MSU to pay the first $10,000 of gross revenue to Adam Candeub; MSU to retain the next $165,000 of gross revenue; thereafter, MSU to pay Adam Candeub 34% of gross revenue.

Services Provided: None.

Personnel Interest: Adam Candeub 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.
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
LICENSE AGREEMENT TERM SHEET

Party: Jetfire Power, LLC

Agreement: Exclusive license in all fields of use


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.

Term: Effective Date - to the last to expire of the patents

Payment Terms: 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

Services Provided: None contemplated under the agreement

Organization Type: Michigan limited liability company

Personnel Interest: 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.
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
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.