


**MICHIGAN STATE  
UNIVERSITY**

February 12, 2021

**MEMORANDUM**

**APPROVED**  
**FEBRUARY 12, 2021**  
**BOARD OF TRUSTEES**  
**MICHIGAN STATE UNIVERSITY**

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

**From:** Douglas A. Gage  
Interim Vice President for Research and Innovation 

**Subject:** Approval of Contract Terms: *FibrosIX LLC*

**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 Michigan limited liability 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 and with a "Services 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 services agreement are now presented for Board approval.

Dr. Richard R. Neubig, a Professor and Chair of the Department of Pharmacology and Toxicology, and members of their families, have, or have options to buy, an interest in the company or are officers or paid employees of the company.

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

cc: Board of Trustees, S. Stanley, M. Woo, T. Woodruff, N. Beauchamp, N. Barr, M. Zeig, B. Mattes, B. Quinn, N. Stuart



Office of  
**RESEARCH &  
INNOVATION**

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### **SERVICE AGREEMENT TERM SHEET**

**Party:** FibrosIX LLC

**Project Description:** MSU will be producing purified pirin protein and providing it to FibrosIX, in 1 mg batches.

**Term:** February 2021 – February 2022

**Payment Terms:** Not to exceed \$8,000 to MSU in fees for service

**Services Provided:** By MSU to FibrosIX LLC: Production of purified pirin protein  
By FibrosIX LLC to MSU: None contemplated under this agreement

**Use of University Facilities/Personnel:** Work is to be performed at MSU's Life Sciences Building 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.

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**To:** Committee on Audit, Risk and Compliance  
**From:** Douglas A. Gage   
Interim Vice President for Research and Innovation  
**Subject:** Approval of Contract Terms: *Drawbridge, Inc.*

**RECOMMENDATION**

The Trustee Committee on Audit, Risk and Compliance recommends that the Board of Trustees approve a contract between Michigan State University and Drawbridge, Inc., a Michigan corporation, in which MSU faculty members Dr. Jeffrey Grabill and Dr. William Hart-Davidson hold a financial interest.

**RESOLUTION**

BE IT RESOLVED, that the Board of Trustees of Michigan State University hereby approves a software license agreement with Drawbridge, Inc., consistent with earlier public notice 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 Drawbridge, Inc., a Michigan corporation was given at the Board of Trustees meeting on September 9, 2011. The terms of a software license agreement are now presented for Board approval.

Dr. Jeffrey Grabill, Associate Provost for Teaching, Learning and Technology and Professor in the Department of Writing, Rhetoric and American Cultures, and his family own or have options to buy an ownership interest of more than 1% of the company. Dr. William Hart-Davidson, a Professor in the Department of Writing, Rhetoric and American Cultures, and his family own or have options to buy an ownership interest of more than 1% of the company. Dr. Grabill and Dr. Hart-Davidson are also board members of the company.

The attached "License Agreement Term Sheet" summarizes the agreement that MSU has negotiated with Drawbridge, Inc.

cc: Board of Trustees, S. Stanley, M. Woo, T. Woodruff, N. Beauchamp, N. Barr, M. Zeig, B. Mattes, B. Quinn, N. Stuart



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## LICENSE AGREEMENT TERM SHEET

<b>Party:</b>	Drawbridge, Inc.
<b>Agreement:</b>	Drawbridge to continue to license Eli Review writing instruction software service to MSU and provide support and hosting of the software.
<b>Term:</b>	August 28, 2020 through August 27, 2023 <sup>1</sup>
<b>Payment Terms:</b>	August 28, 2020 through August 27, 2021 annual license fee: \$45,000  August 28, 2021 through August 27, 2022 annual license fee: \$46,350  August 28, 2022 through August 27, 2023 annual license fee: \$47,740
<b>Services Provided:</b>	By MSU to Drawbridge, Inc.: None  By Drawbridge, Inc. to MSU: Drawbridge will provide hosting services, customer service and technical support to MSU with respect to problems related to access and/or use of Eli Review writing instruction software.
<b>Organization Type:</b>	Michigan corporation
<b>Personnel Interest:</b>	Dr. Jeffrey Grabill, Associate Provost for Teaching, Learning and Technology and Professor in the Department of Writing, Rhetoric and American Cultures, and Dr. William Hart-Davidson, a Professor in the Department of Writing, Rhetoric and American Cultures, and members of their families own or have options to buy an ownership interest of more than 1% of the company.

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<sup>1</sup> On September 8, 2017, the Board of Trustees approved a an Eli Review license agreement between MSU and Drawbridge with a term of August 28, 2017 through August 27, 2020.

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**To:** Committee on Audit, Risk and Compliance  
**From:** Douglas A. Gage   
Interim Vice President for Research and Innovation  
**Subject:** Approval of Contract Terms: *National Pesticide Safety Education Center (NPSEC)*

**RECOMMENDATION**

The Trustee Committee on Audit, Risk and Compliance recommends that the Board of Trustees approve a contract between Michigan State University and National Pesticide Safety Education Center (NPSEC), a Michigan non-profit corporation, of which Tom Smith, Associate Director of MSU's Institute of Agricultural Technology, is the Executive Director.

**RESOLUTION**

BE IT RESOLVED, that the Board of Trustees of Michigan State University hereby approves a service agreement with National Pesticide Safety Education Center 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 National Pesticide Safety Education Center, a Michigan non-profit corporation, was given at the Board of Trustees meeting on April 12, 2019. The terms of a service agreement are now presented for Board approval.

Mr. Tom Smith, Associate Director of MSU's Institute of Agricultural Technology, is the executive director of the National Pesticide Safety Education Center.

The attached "Service Agreement Term Sheet" summarizes the agreement that MSU has negotiated with National Pesticide Safety Education Center.

cc: Board of Trustees, S. Stanley, M. Woo, T. Woodruff, N. Beauchamp, N. Barr, M. Zeig, B. Mattes, B. Quinn, N. Stuart



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### **SERVICE AGREEMENT TERM SHEET**

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

**Agreement:** NPSEC to prepare five online education modules  
regarding meat processing

**Term:** Through completion of the modules

**Payment Terms:** \$24,900 to NPSEC in fees for service

**Services Provided:** By MSU to NPSEC: None  
By NPSEC to MSU: Develop five online modules

**Use of University**

**Facilities/Personnel:** None contemplated under this agreement

**Organization Type:** Michigan non-profit 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.