

MICHIGAN STATE
UNIVERSITY

January 25, 2023

MEMORANDUM

To: Committee on Audit, Risk and Compliance
From: Douglas A. Gage, Ph.D. *Douglas Gage*
Vice President for Research and Innovation
Subject: Approval of Contract Terms: *CavGene, LLC*

RECOMMENDATION

The Trustee Committee on Audit, Risk and Compliance recommends that the Board of Trustees approve an Option Agreement between Michigan State University and *CavGene, LLC*, a Michigan LLC, in which MSU Professor Kathy Steece-Collier and members of her family hold a financial interest.

RESOLUTION

BE IT RESOLVED, that the Board of Trustees of Michigan State University hereby approves an Option Agreement with CavGene, LLC, consistent with earlier public notice and with an Option Agreement Term Sheet now presented to the Board for inclusion in its minutes.

BACKGROUND

The terms of an Option Agreement are now presented for Board approval. Dr. Steece-Collier has developed a treatment for Parkinson's Disease utilizing gene therapy with Levodopa-induced Dyskinesia. For MSU, she is currently researching the effects of this treatment on Parkinson's disease. The company has contracted with MSU the option to license the technology.

This entity was spun out of MSU-developed technology related to Parkinson's Disease treatments. The attached Option Agreement Term Sheet summarizes the agreement that MSU has negotiated with CavGene, LLC. Dr. Kathy Steece-Collier is a co-founder and Chief Scientific Officer of the Entity.

cc: Board of Trustees, T. Woodruff, M. Woo, T. Jeitschko, N. Beauchamp, M. Zeig, J. Swartz, B. Quinn, L. Kriser



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OPTION AGREEMENT TERM SHEET

Party:	CavGene, LLC
Project Description:	<p>Option agreement for an exclusive world-wide license to the patent rights of the following technology:</p> <p>TEC2020-0154, "Gene Therapy-Mediated Inhibition of CaV1.3 channels in Treatment of 1) Levodopa-induced Dyskinesia, 2) Motor Dysfunction, and 3) Disease Progression in Parkinson's disease (PD)", PCT application PCT/US2021/031167, National phase application 17/998,128 (US Application), 21800435.6 (European Application).</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> <p>MSU and Dignity Health, d/b/a St. Joseph's Hospital and Medical Center, and Barrow Neurological Institute (BNI) jointly own the technology. Under the terms and conditions of an Interinstitutional Agreement (AGR2021-00265) executed on November 16, 2020, MSU has the right to grant exclusive licenses to the technology.</p>
Term:	Twelve months from the effective date of the option agreement and extendable for an additional twelve months.
Payment Terms:	Option Fee of \$ 1,000; additional one-year extension fee of \$ 2,000.
Services Provided:	<p>By MSU to CavGene, LLC: None contemplated under this agreement</p> <p>By CavGene, LLC to MSU: None contemplated under this agreement</p>
Use of University Facilities/Personnel:	None
Organization Type:	LLC, Michigan Corporation
Personnel Interest:	Dr. Kathy Steece-Collier, Professor in the Department of Translational Neuroscience and members of her family, own or have options to buy ownership interest of more than 1% of the company.

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MEMORANDUM

To: Committee on Audit, Risk and Compliance
From: Douglas A. Gage, Ph.D. 
Vice President for Research and Innovation
Subject: Approval of Contract Terms: *Environmental Protective Coatings (dba SCOPS)*

RECOMMENDATION

The Trustee Committee on Audit, Risk and Compliance recommends that the Board of Trustees approve a contract between Michigan State University and Environmental Protective Coatings (dba SCOPS), a Michigan limited liability company, in which MSU Associate Professor Muhammad Rabnawaz holds a financial interest.

RESOLUTION

BE IT RESOLVED, that the Board of Trustees of Michigan State University hereby approves a License Agreement with Environmental Protective Coatings, consistent with earlier public notice and with a License Agreement Term Sheet now presented to the Board for inclusion in its minutes.

BACKGROUND

The terms of a License Agreement are now presented for Board approval. MSU is licensing exclusive patent rights for all fields of use. Dr. Rabnawaz is the science advisor to Environmental Protective Coatings. He has a 25% equity interest in the entity. The current value of this interest is less than \$5000. Dr. Rabnawaz provides feedback to Environmental Protective Coatings about commercializing MSU technologies that are the subject of pending IP agreements. His feedback as an MSU employee could affect the potential value of the entity. For MSU, Dr. Rabnawaz researches sustainable packaging systems and multifunctional coating systems (coating that is water and oil resistant and has good barrier properties).

The attached License Agreement Term Sheet summarizes the agreement that MSU has negotiated with Environmental Protective Coatings.

cc: Board of Trustees, T. Woodruff, M. Woo, T. Jeitschko, N. Beauchamp, M. Zeig, J. Swartz, B. Quinn, L. Kriser



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LICENSE AGREEMENT TERM SHEET

Party: Environmental Protective Coatings, LLC

Project Description: MSU is licensing patent rights for omniphobic coatings, omniphobic materials and related manufacturing methods.

The parties may add or remove technologies under the agreement, including improvements, 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: Life of the patents

Payment Terms: MSU will obtain equity in the company, reimbursement of patent costs, and royalties on product sales.

Services Provided: By MSU to company: None
By company to MSU: None

Use of University Facilities/Personnel: None

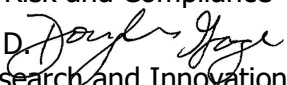
Organization Type: Michigan Limited Liability Corporation

Personnel Interest: Dr. Rabnawaz owns greater than 1% in Environmental Protective Coatings, LLC.

MICHIGAN STATE UNIVERSITY

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MEMORANDUM

To: Committee on Audit, Risk and Compliance
From: Douglas A. Gage, Ph.D. 
Vice President for Research and Innovation
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. (GLCT), a Michigan for-profit corporation, in which MSU professor Timothy Grotjohn holds a financial interest.

RESOLUTION

BE IT RESOLVED, that the Board of Trustees of Michigan State University hereby approves an Inter-Institutional Agreement (IIA) with Great Lakes Crystal Technologies, Inc., consistent with earlier public notice and with a Term Sheet now presented to the Board for inclusion in its minutes.

BACKGROUND

The terms of an IIA are now presented for Board approval. Dr. Grotjohn is a tenured Professor in the Department of Electrical and Computer Engineering (ECE) and a co-founder, officer, equity holder, and technical advisor to GLCT. GLCT produces diamonds for electronic, detector, sensor, laser, X-4a7 and quantum applications. Both MSU and GLCT own intellectual property to research conducted under an SBIR grant from NASA.

The proposed IIA clarifies that GLCT will take the lead in patent prosecution, and MSU will share in the costs. Both GLCT and MSU retain all their rights to the intellectual property (IP). GLCT would choose and retain the law firm to file the application. GLCT would assure MSU that there is no conflict between the attorney representing GLCT and MSU's IP rights. During patent prosecution MSU will provide input to the application (through Tim Grotjohn and MSUT) and pay our share of the costs. GLCT becomes the primary to lead the patenting process.

The attached IIA Term Sheet summarizes the agreement that MSU has negotiated with Great Lakes Crystal Technologies, Inc.

cc: Board of Trustees, T. Woodruff, M. Woo, T. Jeitschko, N. Beauchamp, M. Zeig, J. Swartz, B. Quinn, L. Kriser



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SERVICE AGREEMENT TERM SHEET


Party:	Great Lakes Crystal Technologies, Inc.
Project Description:	Inter-Institutional Agreement
Term:	Five years
Payment Terms:	Each party will pay 50% of the patent prosecution costs.
Services Provided:	By MSU to GLCT: Provide input to the application. By GLCT to MSU: GLCT will become primary patent prosecution lead.
Use of University Facilities/Personnel:	Dr. Grotjohn and MSUT will provide input to patent application.
Organization Type:	For-profit Michigan corporation
Personnel Interest:	Dr. Grotjohn owns over 1% of equity interest in the entity.

The parties may add or remove technologies under the agreement, including improvements, provided the change does not affect the financial consideration of the parties or the nature or extent of any pecuniary interest of MSU personnel.

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MEMORANDUM

To: Committee on Audit, Risk and Compliance
From: Douglas A. Gage, Ph.D. 
Vice President for Research and Innovation
Subject: Approval of Contract Terms: *Scion Plasma, LLC*

RECOMMENDATION

The Trustee Committee on Audit, Risk and Compliance recommends that the Board of Trustees approve a contract between Michigan State University and Scion Plasma, LLC, a Michigan Limited Liability Company, in which MSU Associate Professor Qi Hua Fan and his family hold a financial interest.

RESOLUTION

BE IT RESOLVED, that the Board of Trustees of Michigan State University hereby approves a License agreement with Scion Plasma, LLC, consistent with earlier public notice and with a License Agreement Term Sheet now presented to the Board for inclusion in its minutes.

BACKGROUND

The terms of a license agreement are now presented for Board approval. MSU intends to license software copyright rights for computational simulation of plasma in physical devices to Scion. Scion Plasma, LLC, is an MSU spin-off company partly owned by Dr. Fan's spouse. The company has received a DOE grant (3/2020-10/2022) to develop the plasma source technology for solar manufacturing. Dr. Fan serves as a consultant for Scion Plasma on the DOE grant to help the company to commercialize plasma technology. His equity and income interests in the company are in the range of \$25,000 to \$100,000 a year. Dr. Richard Lunt from MSU is the PI on the award. MSU now seeks to license the technology Dr. Fan developed at MSU to Scion Plasma.

The attached License Agreement Term Sheet summarizes the agreement that MSU has negotiated with Scion Plasma, LLC.

cc: Board of Trustees, T. Woodruff, M. Woo, T. Jeitschko, N. Beauchamp, M. Zeig, J. Swartz, B. Quinn, L. Kriser



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LICENSE AGREEMENT TERM SHEET

- Party:** Scion Plasma, LLC
- Project Description:** License agreement for:
- A. Exclusive for software copyright rights, field of use for Computational simulation of plasma in physical devices.
 - B. Software based on the ASTRA Code for Plasma Modeling Tool (TEC2019-0081)
 - C. The parties may add or remove technologies under the agreement, including improvements, 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:** This license agreement is for a term of 10 years.
- Payment Terms:** Upfront fee of \$1000 and royalties on product sales.
- Services Provided:** By MSU to Scion Plasma, LLC: None contemplated under this agreement.
- By Scion Plasma, LLC to MSU: None contemplated under this agreement.
- Use of University Facilities/Personnel:** None
- Organization Type:** LLC, Michigan Corporation
- Personnel Interest:** Dr. Qi Hua Fan, Professor in the College of Engineering, currently has ownership interest of more than 1% in the company. Additionally, Dr. Fan's spouse owns the company.