

MICHIGAN STATE
UNIVERSITY

October 26, 2010

MEMORANDUM

To: Trustee Policy Committee
From: Kim A. Wilcox, Provost *KAW*
Re: Approval of Contract Terms: Dr. Ruben O. Martinez

Recommendation:

BE IT RESOLVED that the Trustee Policy Committee recommends to the Board of Trustees that it approve the execution of a publishing contract with Dr. Ruben O. Martinez, consistent with earlier public notice given at a Board meeting and with the "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 a publishing contract with Dr. Ruben O. Martinez was given at the Board of Trustees' meeting on September 17, 2010. The terms of a contract are now being presented for approval.

Dr. Martinez is Director of the Julian Samora Research Institute and a faculty member in the Department of Sociology. He will be directly and personally remunerated for his work as editor under the terms of the envisioned agreement.

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

cc: Trustee Finance Committee
President Lou Anna K. Simon
Vice President Fred Poston
Vice President J. Ian Gray
Vice President Robert A. Noto
Secretary Bill Beekman
Dr. Terry May
Senior Associate Vice President Paul Hunt
Deputy General Counsel Kristine Zayko
Assistant General Counsel Lee Bollinger



OFFICE OF THE
PROVOST

Michigan State University
Administration Building
East Lansing, Michigan
48824-1046

FAX: 517/355-9601

PUBLISHING CONTRACT TERM SHEET

Party: Dr. Ruben O. Martinez

Project Description: Editorial preparation of books tentatively titled *Latinos in the Midwest*.

Term: Initial manuscript delivery in December 2009.

Contractual Terms: MSU Press standard publishing terms and conditions apply. For each edition published by the MSU Press, Dr. Martinez will receive five (5) free copies, and will receive the right to purchase for personal use, on a non-returnable basis, copies of the work at a 40% discount from the retail rate.

Services Provided: By MSU to Dr. Martinez:
Publication of the book.
By Dr. Martinez to MSU:
Editorial preparation of the work.

Use of University Facilities/Personnel:
None under contemplated agreement.

Organization Type: Dr. Martinez will be acting as an individual scholar.

Personnel Interest: This contract will be directly with Dr. Martinez, who will receive the totality of the contemplated consideration.

MICHIGAN STATE
U N I V E R S I T Y

October 26, 2010

MEMORANDUM

To: Trustee Policy Committee
From: Kim A. Wilcox, Provost *KAW*
Re: Approval of Contract Terms: Dr. Hiram E. Fitzgerald

Recommendation:

BE IT RESOLVED that the Trustee Policy Committee recommends to the Board of Trustees that it approve the execution of a publishing contract with Dr. Hiram E. Fitzgerald, consistent with earlier public notice given at a Board meeting and with the "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 a publishing contract with Dr. Hiram E. Fitzgerald was given at the Board of Trustees' meeting on September 17, 2010. The terms of a contract are now being presented for approval.

Dr. Fitzgerald is Associate Provost for University Outreach & Engagement and a faculty member in the Department of Psychology. He will be directly and personally remunerated for his work as co-editor under the terms of the envisioned agreement.

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

cc: Trustee Finance Committee
President Lou Anna K. Simon
Vice President Fred Poston
Vice President J. Ian Gray
Vice President Robert A. Noto
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PUBLISHING CONTRACT TERM SHEET

Party: Dr. Hiram E. Fitzgerald

Project Description: Co-editorship of a work (in two volumes) tentatively titled *Handbook of Engaged Scholarship: Contemporary Landscapes, Future Directions*.

Term: Initial manuscript delivery in September 2010.

Contractual Terms: MSU Press standard publishing terms and conditions apply. For each edition published by the MSU Press, Dr. Fitzgerald will receive five (5) free copies plus the right to purchase for personal use, on a non-returnable basis, copies of the work at a 40% discount from the retail rate. The National Collaborative for the Study of University Engagement (or in the event of the dissolution of that unit, the MSU Office of University Outreach & Engagement) will receive a royalty of 5% of net revenues from the work.

Services Provided: By MSU to Dr. Fitzgerald:
Publication of the book.
By Dr. Fitzgerald to MSU:
Co-editorship of the work.

Use of University Facilities/Personnel:
None under contemplated agreement.

Organization Type: Dr. Fitzgerald will be acting as an individual scholar.

Personnel Interest: This contract will be directly with Dr. Fitzgerald and his co-editors, who will personally receive the non-royalty component of the contemplated consideration. Dr. Fitzgerald is currently MSU Associate Provost for University Outreach & Engagement and oversees the National Collaborative for the Study of University Engagement, which will receive the royalty component of the contemplated consideration.

MICHIGAN STATE
UNIVERSITY

October 26, 2010

MEMORANDUM

To: Trustee Policy Committee
From: Kim A. Wilcox, Provost *KAW*
Re: Approval of Contract Terms: Dr. Charles L. Ballard

Recommendation:

BE IT RESOLVED that the Trustee Policy Committee recommends to the Board of Trustees that it approve the execution of a publishing contract with Dr. Charles L. Ballard, consistent with earlier public notice given at a Board meeting and with the "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 a publishing contract with Dr. Charles L. Ballard was given at the Board of Trustees' meeting on September 17, 2010. The terms of a contract are now being presented for approval.

Dr. Ballard is a faculty member in the Department of Economics. He will be directly and personally remunerated for his work as author under the terms of the envisioned agreement.

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

cc: Trustee Finance Committee
President Lou Anna K. Simon
Vice President Fred Poston
Vice President J. Ian Gray
Vice President Robert A. Noto
Secretary Bill Beekman
Dr. Terry May
Senior Associate Vice President Paul Hunt
Deputy General Counsel Kristine Zayko
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PUBLISHING CONTRACT TERM SHEET

Party: Dr. Charles L. Ballard

Project Description: Authorship of a book tentatively titled *Michigan's Economic Future: A New Look*.

Term: Initial manuscript delivery in July 2010.

Contractual Terms: MSU Press standard publishing terms and conditions apply. For each edition published by the MSU Press, Dr. Ballard will receive a royalty of 10% of net revenues from the work, and will receive ten (10) free copies plus the right to purchase for personal use, on a non-returnable basis, copies of the work at a 40% discount from the retail rate.

Services Provided: By MSU to Dr. Ballard:
Publication of the book.
By Dr. Ballard to MSU:
Authorship of the work.

Use of University Facilities/Personnel:
None under contemplated agreement.

Organization Type: Dr. Ballard will be acting as an individual scholar.

Personnel Interest: This contract will be directly with Dr. Ballard, who will receive the totality of the contemplated remuneration.

October 26, 2010

MEMORANDUM

To: Trustee Policy Committee
From: Kim A. Wilcox, Provost *KAW*
Re: Approval of Contract Terms: Professor Anita Skeen

Recommendation:

BE IT RESOLVED that the Trustee Policy Committee recommends to the Board of Trustees that it approve the execution of a publishing contract with Professor Anita Skeen, consistent with earlier public notice given at a Board meeting and with the "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 a publishing contract with Professor Anita Skeen was given at the Board of Trustees' meeting on September 17, 2010. The terms of a contract are now being presented for approval.

Professor Skeen is a faculty member and Arts Coordinator in the Residential College in Arts & Humanities. She will be directly and personally remunerated for her work as author under the terms of the envisioned agreement.

The attached "Publishing Contract Term Sheet" summarizes the agreement that MSU has negotiated with Professor Skeen.

cc: Trustee Finance Committee
President Lou Anna K. Simon
Vice President Fred Poston
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PUBLISHING CONTRACT TERM SHEET

Party: Professor Anita Skeen

Project Description: Authorship of a book tentatively titled *Never the Whole Story*.

Term: Initial manuscript delivery in July 2010.

Contractual Terms: MSU Press standard publishing terms and conditions apply. For each edition published by the MSU Press, Professor Skeen will receive a royalty of 5% of net revenues from the work, and will receive ten free copies plus the right to purchase for personal use, on a non-returnable basis, copies of the work at a 40% discount from the retail rate.

Services Provided: By MSU to Professor Skeen:
Publication of the book.
By Professor Skeen to MSU:
Authorship of the work.

Use of University Facilities/Personnel:
None under contemplated agreement.

Organization Type: Professor Skeen will be acting as an individual scholar.

Personnel Interest: This contract will be directly with Professor Skeen, who will receive the totality of the contemplated remuneration.

October 26, 2010

MEMORANDUM

To: Trustee Policy Committee
From: Kim A. Wilcox, Provost *KAW*
Re: Approval of Contract Terms: Dr. Douglas Noverr

Recommendation:

BE IT RESOLVED that the Trustee Policy Committee recommends to the Board of Trustees that it approve the execution of a publishing contract with Dr. Douglas Noverr, consistent with earlier public notice given at a Board meeting and with the "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 a publishing contract with Dr. Douglas Noverr was given at the Board of Trustees' meeting on September 17, 2010. The terms of a contract are now being presented for approval.

Dr. Noverr is a faculty member in the Department of Writing, Rhetoric, and American Cultures. He will be directly and personally remunerated for his work as author under the terms of the envisioned agreement.

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

cc: Trustee Finance Committee
President Lou Anna K. Simon
Vice President Fred Poston
Vice President J. Ian Gray
Vice President Robert A. Noto
Secretary Bill Beekman
Dr. Terry May
Senior Associate Vice President Paul Hunt
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PUBLISHING CONTRACT TERM SHEET

Party: Dr. Douglas Noverr

Project Description: Authorship of a book tentatively titled *MSU, the Rise of the Research University in the New Millennium*.

Term: Initial manuscript delivery by June 30, 2012.

Contractual Terms: MSU Press standard publishing terms and conditions apply. For each edition published by the MSU Press, Dr. Noverr will receive ten (10) free copies plus the right to purchase for personal use, on a non-returnable basis, copies of the work at a 40% discount from the retail rate.

Services Provided: By MSU to Dr. Noverr:
Publication of the book.
By Dr. Noverr to MSU:
Authorship of the work.

Use of University Facilities/Personnel:
None under contemplated agreement.

Organization Type: Dr. Noverr will be acting as an individual scholar.

Personnel Interest: This contract will be directly with Dr. Noverr, who will receive the totality of the contemplated consideration.

October 26, 2010

MEMORANDUM

To: Trustee Policy Committee
From: Kim A. Wilcox, Provost
Re: Approval of Contract Terms: *Spartan Crystal Works, LLC*

KAW

Recommendation:

BE IT RESOLVED that the Trustee Policy Committee recommends to the Board of Trustees that it approve the execution of a license agreement with *Spartan Crystal Works, LLC*, consistent with earlier public notice given at a Board meeting and with the "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 *Spartan Crystal Works, LLC*, a Michigan limited liability company based in Lansing, Michigan, was given at the Board of Trustees' meeting on September 17, 2010. The terms of a license agreement are now being presented for approval.

Dr. Timothy Grotjohn, a Professor and Chairperson in the Department of Electrical & Computer Engineering, Dr. Donnie Reinhard, a Professor in the Department of Electrical & Computer Engineering, and Dr. Jes Asmussen, a Professor in the Department of Electrical & Computer Engineering, and their families each own or have options to buy an ownership interest of more than 1% of the company. Drs. Grotjohn and Asmussen are also officers of *Spartan Crystal Works, LLC*.

The attached "License Agreement Term Sheet" summarizes the agreement that MSU has negotiated with *Spartan Crystal Works, LLC*.

Cc: Trustee Finance Committee
President Lou Anna K. Simon
Vice President Fred Poston
Vice President J. Ian Gray
Vice President Robert A. Noto
Secretary Bill Beckman
Dr. Terry May
Deputy General Counsel Kristine Zayko
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FAX: 517/355-9601

LICENSE AGREEMENT TERM SHEET

- Party:** Spartan Crystal Works, LLC
- License:** Exclusive License on the Technology in several fields of single crystal diamond.
- Term:** From the effective date of the license agreement extending to the expiration of the last to expire of the patents.
- Technology:** Invention disclosures and patents related to diamond materials, and other directly related intellectual property arising from a separate sponsored research agreement funded by Spartan Crystal Works; technology licensed through an inter-institutional agreement with Fraunhofer USA.
- The parties may add or remove technologies under the agreement, including improvements generated under a separate sponsored research agreement, provided that the change does not affect the financial consideration of the parties or the nature or extent of any pecuniary interest of MSU personnel.
- Technology's Potential Commercial Utilization:**
Single crystal diamond materials produced using a microwave plasma reactor.
- Payment Terms:** Payment of \$25,000 due 30 days after effective date of agreement; a running royalty of in the range of 0.5-6.0% of Net Sales including sublicensing revenues with annual minima and one milestone payment. MSU will also receive a 2.0-8.0% membership interest in Spartan Crystal Works upon signing, convertible to 2.0-8.0% of common stock if and when Spartan Crystal Works becomes a stock-based corporation.
- Services Provided:** By MSU to Spartan Crystal Works: None under contemplated agreement.
By Spartan Crystal Works to MSU: None under contemplated agreement.
- Use of University Facilities/Personnel:**
No use of MSU facilities/personnel by Spartan Crystal Works under the contemplated agreement.
- Organization Type:** Limited Liability Company, Michigan-based small business.

Personnel Interest: Dr. Timothy Grotjohn, a Professor and Chairperson in the Department of Electrical & Computer Engineering, Dr. Donnie Reinhard, a Professor in the Department of Electrical & Computer Engineering, and Dr. Jes Asmussen, a Professor in the Department of Electrical & Computer Engineering, and their families each own or have options to buy an ownership interest of more than 1% of the company. Drs. Grotjohn and Asmussen are also officers of Spartan Crystal Works, LLC.

RESEARCH CONTRACT TERM SHEET

- Party:** Spartan Crystal Works, LLC
- Contracts:** Sponsored Research Agreement from Spartan Crystal Works to MSU
“Single Crystal Diamond synthesis procedure”
- Related Contracts:** License agreement from MSU to Spartan Crystal Works
- Term:** November 8, 2010 to October 31, 2015
Extendable for an additional 5 years
- Payment Terms:** MSU contract five year total: \$10,000,000
(\$2,000,000 per year).
- Services Provided:** By MSU to Spartan Crystal Works: research, testing and evaluation related to synthesis and testing of single crystal synthetic diamond.

By Spartan Crystal Works to MSU: loan to MSU of two chemical vapor deposition reactors.
- Use of University Facilities/Personnel:**
Use of MSU facilities/personnel by Spartan Crystal Works provided at relevant rates for industrial research.
- Organization Type:** Limited Liability Company, Michigan-based small business.
- Personnel Interest:** Dr. Timothy Grotjohn, a Professor and Chairperson in the Department of Electrical & Computer Engineering, Dr. Donnie Reinhard, a Professor in the Department of Electrical & Computer Engineering, and Dr. Jes Asmussen, a Professor in the Department of Electrical & Computer Engineering, and their families each own or have options to buy an ownership interest of more than 1% of the company. Drs. Grotjohn and Asmussen are also officers of Spartan Crystal Works, LLC.