

**MICHIGAN STATE
UNIVERSITY**

Attachment 3.a

August 29, 2011

MEMORANDUM

To: Trustee Policy Committee
From: Kim A. Wilcox, Provost *KAW*
Re: Approval of Contract Terms: *Drawbridge, LLC*

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 *Drawbridge, 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 was given at the Board of Trustees' meeting on April 15, 2011 of (a) the University's intent to negotiate contracts with *Red Cedar Solutions Group, LLC*, a Michigan limited liability company based in Okemos, Michigan, and (b) the faculty interest in a subsidiary to be created by *Red Cedar Solutions Group, LLC*. The terms of a license agreement with *Drawbridge, LLC*, a subsidiary of *Red Cedar Solutions Group*, are now being presented for approval.

Dr. Jeffrey Grabill, a Professor in the Department of Writing, Rhetoric and American Cultures, Dr. William Hart-Davidson, an Associate Professor in the Department of Writing, Rhetoric and American Cultures, and Mr. Michael McLeod, an Academic Specialist in the Department of Writing, Rhetoric and American Cultures, and their families own or have options to buy an ownership interest of more than 1% of *Drawbridge, LLC*. Drs. Hart-Davidson and Grabill will also be Board members of *Drawbridge, LLC*.

The attached "License Agreement Term Sheet" summarizes the agreement that MSU has negotiated with *Drawbridge, 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 Beekman
Dr. Terry May
Deputy General Counsel Kristine Zayko
Assistant General Counsel Lee Bollinger



**OFFICE OF THE
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Michigan State University
430 Administration Building
East Lansing, MI 48824-1046

517-355-6550
Fax: 517-3559601
provost.msu.edu

LICENSE AGREEMENT TERM SHEET

- Party:** Drawbridge, LLC
- License:** Exclusive License with equity on the Technology in the field of education
- Term:** From the effective date of the license agreement extending to the expiration of the last to expire of the patents.
- Technology:** MSU Invention Disclosure Nos. TEC2009-0065 "Social Writing Platform"; TEC2010-0039 "Method for Creating and Conducting Online Writing Review"; TEC2010-0055 "Garden Workstreaming"; TEC2012-0022 "Activity-Based Instructional Writing Game Engine"; including U.S. Patent Application Nos. 13/045,644 and 13/045,632.
- 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:**
- Software and associated services to K-12 and higher education markets for coordinating and evaluating peer review of classroom writing skills.
- Payment Terms:** Payment of \$10,000 due 30 days after effective date of agreement; royalty ranging from 2.5% to 5.0% on Net Sales; reimbursement of prior patent costs to be paid before 2015; patent costs after effective date to be paid as incurred; MSU will receive a 20% membership interest in Drawbridge, LLC upon the effective date of agreement.
- Services Provided:** By MSU to Drawbridge, LLC: None under contemplated agreement
By Drawbridge, LLC to MSU: None under contemplated agreement
- Organization Type:** Michigan limited liability company
- Personnel Interest:** Dr. Jeffrey Grabill, a Professor in the Department of Writing, Rhetoric and American Cultures, Dr. William Hart-Davidson, an Associate Professor in the Department of Writing, Rhetoric and American Cultures, and Mr. Michael McLeod, an Academic Specialist in the Department of Writing, Rhetoric and American Cultures, and their families own or have options to buy an ownership interest of more than 1% of Drawbridge, LLC. Drs. Hart-Davidson and Grabill are also Board members of Drawbridge, LLC.

**MICHIGAN STATE
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Attachment 3.b.1

August 29, 2011

MEMORANDUM

To: Trustee Policy Committee
From: Kim A. Wilcox, Provost *KAW*
Re: Approval of Contract Terms: *Retia Medical, LLC (formerly Hemodynamic Monitoring Solutions)*

Recommendation:

BE IT RESOLVED that the Trustee Policy Committee recommends to the Board of Trustees that it approve the execution of a testing agreement with *Retia Medical, LLC* consistent with earlier public notice given at a Board meeting and with the "Testing 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 *Hemodynamic Monitoring Solutions, LLC* (now *Retia Medical, LLC*) a Delaware limited liability company based in East Lansing, Michigan, was given at the Board of Trustees' meeting on June 17, 2011. The terms of a testing agreement are now being presented for approval.

Dr. Ramakrishna Mukkamala, an Associate Professor in the Department of Electrical and Computer Engineering, and his family own or have options to buy an ownership interest of more than 1% of *Retia Medical, LLC*. Dr. Mukkamala is also a member of *Retia Medical, LLC*.

The attached "Testing Agreement Term Sheet" summarizes the agreement that MSU has negotiated with *Retia Medical, LLC*.

Cc: Trustee Finance Committee
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TESTING AGREEMENT TERM SHEET

Party: Retia Medical, LLC (formerly Hemodynamic Monitoring Solutions, LLC)

Contract: Agreement between Retia Medical, LLC and MSU
“Comparative Test of Cardiac Output Monitoring Devices”

Term: October 1, 2011 to June 30, 2012

Payment Terms: MSU contract total: \$149,921

Services Provided: By MSU to Retia Medical, LLC: testing of different devices to monitor cardiac output

By Retia Medical, LLC to MSU: None under contemplated agreement

Use of University Facilities/Personnel:
Use of MSU facilities/personnel by Retia Medical, LLC provided at relevant rates for industrial research

Organization Type: Delaware limited liability company

Personnel Interest: Dr. Ramakrishna Mukkamala, an Associate Professor in the Department of Electrical and Computer Engineering, and his family own or have options to buy an ownership interest of more than 1% of the company. Dr. Mukkamala is also a member of Retia Medical, LLC.

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

Attachment 3.b.2

August 29, 2011

MEMORANDUM

To: Trustee Policy Committee
From: Kim A. Wilcox, Provost *KAW*
Re: Approval of Contract Terms: *Retia Medical, LLC (formerly Hemodynamic Monitoring Solutions)*

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 *Retia Medical, 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 *Hemodynamic Monitoring Solutions, LLC* (now *Retia Medical, LLC*) a Delaware limited liability company based in East Lansing, Michigan, was given at the Board of Trustees' meeting on June 17, 2011. The terms of a license agreement are now being presented for approval.

Dr. Ramakrishna Mukkamala, an Associate Professor in the Department of Electrical and Computer Engineering, and his family own or have options to buy an ownership interest of more than 1% of *Retia Medical, LLC*. Dr. Mukkamala is also a member of *Retia Medical, LLC*.

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

Cc: Trustee Finance Committee
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LICENSE AGREEMENT TERM SHEET

Party: Retia Medical, LLC (formerly Hemodynamic Monitoring Solutions, LLC)

License: Exclusive license on Patent Rights in the field of hemodynamic monitoring

Term: From the effective date of the agreement extending to the expiration of the last to expire of the patents

Technology: MSU Invention Disclosure Nos. TEC2005-0010 "Method and Apparatus for Continuous Monitoring of Cardiac Output and Left Atrial Pressure"; TEC2006-0077 "Methods and Apparatus for Determining Ejection Fraction"; TEC2008-0063 "Methods and Apparatus For Determining Circulatory Pressures and Flows"; TEC2010-0098 "Methods and Apparatus for Determining Arterial Pulse Wave Velocity"; TEC2010-0103 "Methods and Apparatus for Determining Cardiac Output"; including U.S. Patent Nos. 7,666,144; 7,815,578 and U.S. Patent Application Nos. 12/646,362; 12/225,133; 60/782,724; 12/993,544; 61/128,956; 31/372,958; 10/667,956; 12/903,915.

Technology's Potential Commercial Utilization:
Cardiac output monitoring

Payment Terms: Payment of \$10,000 within 30 days of signing; royalty of 4.5% on net sales; 50% on all sublicensing revenues; minimum annual royalty payments of \$20,250 beginning in calendar year 2016; reimbursement of prior patent costs beginning in 2013 with payment of \$50,000 and remaining balance paid in 2014; patent costs incurred after effective date of agreement paid as incurred.

Services Provided: By MSU to Retia Medical, LLC: None under contemplated agreement
By Retia Medical, LLC to MSU: None under contemplated agreement

Organization Type: Delaware limited liability company

Personnel Interest: Dr. Ramakrishna Mukkamala, an Associate Professor in the Department of Electrical and Computer Engineering, and his family own or have options to buy an ownership interest of more than 1% of the company. Dr. Mukkamala is also a member of Retia Medical, LLC.

August 29, 2011

MEMORANDUM

To: Trustee Policy Committee
From: Kim A. Wilcox, Provost *KAW*
Re: Approval of Contract Terms: Dr. Adesoji Adelaja and Dr. Mark Wyckoff

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. Adesoji Adelaja and Dr. Mark Wyckoff, 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. Adesoji Adelaja and Dr. Mark Wyckoff was given at the Board of Trustees' meeting on June 17, 2011. The terms of a contract are now being presented for approval.

Dr. Adelaja is a faculty member in the Department of Agricultural, Food, and Resource Economics; the Department of Community, Agriculture, Recreation, and Resource Studies; and the Department of Geography. Dr. Wyckoff is a faculty member in the Land Policy Institute. They each will be directly and personally remunerated for their work as co-editors under the terms of the envisioned agreement.

The attached "Publishing Contract Term Sheet" summarizes the agreement that MSU has negotiated with Dr. Adesoji Adelaja and Dr. Mark Wyckoff.

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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Assistant General Counsel Lee Bollinger

PUBLISHING CONTRACT TERM SHEET

- Party:** Dr. Adesoji Adelaja and Dr. Mark Wyckoff
- Project Description:** Co-editorship of a book tentatively titled *School Siting and Healthy Communities: Why Where We Invest in School Facilities Matters*.
- Term:** Initial manuscript delivery in or before September, 2011.
- Contractual Terms:** MSU Press standard publishing terms and conditions apply. Dr. Adelaja and Dr. Wyckoff will each receive 2% of net revenues from all net copies sold of all editions, plus five (5) free copies of each edition, 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. Adelaja and Dr. Wyckoff:
Publication of the book.
By Dr. Adelaja and Dr. Wyckoff to MSU:
Co-editorship of the work.
- Use of University Facilities/Personnel:**
None under contemplated agreement.
- Organization Type:** Dr. Adelaja and Dr. Wyckoff will each be acting as an individual scholar.
- Personnel Interest:** Agreement will be directly with Dr. Adelaja and Dr. Wyckoff, who, together with a similarly compensated external co-editor, collectively will receive the totality of the contemplated consideration.

**MICHIGAN STATE
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Attachment 3.d

August 29, 2011

MEMORANDUM

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

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. William B. Tyrrell, 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. William B. Tyrrell was given at the Board of Trustees' meeting on June 17, 2011. The terms of a contract are now being presented for approval.

Dr. Tyrrell is a faculty member in the Department of French, Classics, and Italian. He will be directly and personally remunerated for his work as author under the terms of the proposed agreement.

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

cc: Trustee Finance Committee
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PUBLISHING CONTRACT TERM SHEET

Party: Dr. William B. Tyrrell

Project Description: Authorship of a book tentatively titled *The Sacrifice of Socrates: Athens, Plato, Girard*.

Term: Initial manuscript delivery in September 2011.

Contractual Terms: MSU Press standard publishing terms and conditions apply. Dr. Tyrrell will receive 5% of net revenues from the first 1,000 net copies sold of all editions, plus 7.5% of net revenues from the sales in excess of 1,000 net copies sold of all editions, plus ten (10) free copies of each edition, 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. Tyrrell:
Publication of the book.
By Dr. Tyrrell to MSU:
Authorship of the work.

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

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

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