

MICHIGAN STATE
UNIVERSITY

April 3, 2012

MEMORANDUM

To: Trustee Policy Committee
From: Kim A. Wilcox, Provost *KAW*
Re: Approval of Contract Terms: *InPore Technologies, Inc.*

Recommendation:

BE IT RESOLVED that the Trustee Policy Committee recommends to the Board of Trustees that it approve the execution of an amended license agreement with *InPore Technologies, Inc.*, consistent with earlier public notice given at a Board meeting and with the "License Amendment Term Sheet" now presented to the Board for inclusion in its minutes. (Attachment A.)

Background:

In compliance with State law, public notice of the University's intent to negotiate contracts with *InPore Technologies, Inc.* (formerly *Claytec, Inc.*), a Michigan corporation based in East Lansing, was given at the Board of Trustees' meeting on April 30, 2005. The Board approved the terms of a license agreement at its meeting on June 19, 2009. (Attachment C.) The Board subsequently approved the terms of a restated and amended license agreement at its meeting on September 17, 2010. (Attachment B.) The terms of an additional amendment to the license agreement are now being presented for approval.

Dr. Thomas J. Pinnavaia, a Professor in the Department of Chemistry, and his immediate family own or have an option to buy an equity interest of more than 1% of the company. Dr. Pinnavaia is also an officer of *InPore Technologies, Inc.*

The attached "License Amendment Term Sheet" summarizes the agreement that MSU has negotiated with *InPore Technologies, Inc.*

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



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LICENSE AMENDMENT TERM SHEET

Party: InPore Technologies, Inc.
License: Amended Exclusive License.
Term: From the effective date of the agreement extending to the expiration of the last to expire of the patents.
Technology: U.S. Patent Nos. 5,672,556; 5,712,402; 5,785,946; 5,800,800; 5,855,864; 6,162,414; 6,193,943; 6,410,473; 6,413,902; 5,622,684; 5,795,559; 5,800,799; 6,649,083; 6,465,387; 6,946,109; 7,132,165; 6,800,266; 6,506,485; 6,641,657; 6,607,705; 6,585,952; 6,746,659; 6,702,993; 6,770,258; 6,706,169; 6,869,906; 7,128,892; 6,843,977; 6,713,643; 7,067,687; 7,166,265; 7,485,282; 7,449,164; 7,714,156; 7,879,31; and U.S. Patent Application Nos. 12/520,960; 13/005,739; 13/190,699; 13/110,239; and U.S. Provisional Patent Application No. 61/584,791; and improvements.

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: Mesostructures-based materials.

Payment Terms:

Payment of \$5,000 by August 15, 2012; a running royalty ranging from 2.0 to 5.0% on net sales corresponding to cost of product per kilogram; 50% on all sublicensing revenues; annual minimum royalty payments reaching \$125,000 in calendar year 2017; additional payment of approximately \$62,000 by February, 2014 (to cover approximately \$58,000 in patent legal costs and \$4,000 in minimum royalties due MSU under existing license); patent costs after effective date to be paid as incurred.

Services Provided:

By MSU to InPore Technologies, Inc.: None contemplated under agreement
By InPore Technologies, Inc. to MSU: None contemplated under agreement

Organization Type: Incorporated Michigan-based small business.

Personnel interest:

Dr. Thomas J. Pinnavaia, a Professor in the Department of Chemistry, and his immediate family own or have an option to buy an equity interest of more than 1% of the company. Dr. Pinnavaia is also an officer of *InPore Technologies, Inc.*

MICHIGAN STATE
UNIVERSITY

September 7, 2010

MEMORANDUM

To: Trustee Policy Committee

From: Kim A. Wilcox, Provost

Re: Approval of Contract Terms: *InPore Technologies, Inc.*

Recommendation:

BE IT RESOLVED that the Trustee Policy Committee recommends to the Board of Trustees that it approve the execution of a restated and amended license agreement with *InPore Technologies, Inc.*, consistent with earlier public notice given at a Board meeting and with the "License Amendment 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 *InPore Technologies, Inc.* (formerly *Claytec, Inc.*), a Michigan corporation based in East Lansing, was given at the Board of Trustees' meeting on April 30, 2005. The Board approved the terms of a license agreement at its meeting on June 19, 2009. (Attachment B.) The terms of a restated and amended license agreement are now being presented for approval. (Attachment A.)

Dr. Thomas J. Pinnavaia, a Professor in the Department of Chemistry, and his immediate family own or have an option to buy an equity interest of more than 1% of the company. Dr. Pinnavaia is also an officer of *InPore Technologies, Inc.*

The attached "License Amendment Term Sheet" summarizes the agreement that MSU has negotiated with *InPore Technologies, Inc.*

Cc: Trustee Finance Committee
President Lou Anna K. Simon
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48824-1046

FAX: 517/355-9601

LICENSE AMENDMENT TERM SHEET

Party: InPore Technologies, Inc. (formerly Claytec, Inc.)

License: Restated and Amended Exclusive License for commercial purposes

Term: Ending at the expiration of the last to expire Patent.

Technology: U.S. Patent Numbers: 5,712,402; 5,785,946; 5,800,800; 5,855,864; 6,162,414; 6,193,943; 6,410,473; 6,413,902 (MSU TEC1994-0069); 5,622,684; 5,795,559; 5,726,113; 5,800,799; 6,649,083; 6,465,387; 6,946,109; 7,132,165; 6,800,266; 6,506,485; 6,641,657; 6,607,705; 6,585,952; 6,746,659; 6,702,993; 6,770,258; 6,706,169; 6,869,906; 7,128,892; 6,843,977; 6,713,643; 7,067,687; 7,166,265; 7,485,282; 7,449,164; 7,714,156; and U.S. Patent Application Numbers: 11/799,159; 12/520,960; and European Union Patent Application No. 8724423.2; Korean Patent Application No. 10-2009-7016387; and Japan Patent Application No. 2009-544944.

Technology's Potential Commercial Utilization:

Mesostructures-based materials

Terms: Payment of \$11,000 within 30 days of signing; a running royalty ranging from 2.0% to 5.0% and 50% of revenue from sublicensing. The agreement includes annual minimums and commercialization milestones.

Services Provided: By MSU to InPore Technologies, Inc.: None under contemplated agreement.
By InPore Technologies, Inc. to MSU: None under contemplated agreement.

Use of University Facilities/Personnel:

No use of MSU facilities/personnel by InPore Technologies, Inc. under the Restated and Amended Exclusive License

Organization Type: Incorporated Michigan-based small business.

Personnel Interest: Dr. Thomas J. Pinnavaia, a Professor in the Department of Chemistry, and his immediate family own or have an option to buy an equity interest of more than 1% of the company. Dr. Pinnavaia is also an officer of InPore Technologies, Inc.

**MICHIGAN STATE
UNIVERSITY**

(Approved by the Board of
Trustees on June 19, 2009)

June 10, 2009

MEMORANDUM

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

Recommendation:

BE IT RESOLVED that the Trustee Policy Committee recommends to the Board of Trustees that it approve the execution of a contract with *Claytech, Inc.*, 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 *Claytech, Inc.*, a Michigan corporation based in East Lansing, was given at the Board of Trustees' meeting on February 13, 2002.

The terms of a license agreement with *Claytech, Inc.* are now being presented for approval.

Dr. Thomas J. Pinnavaia, a Professor in the Department of Chemistry, and his immediate family own or have an option to buy an equity interest of more than 1% of the company. Dr. Pinnavaia is also an officer of *Claytech, Inc.*

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

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
Director Michael Poterala
Deputy General Counsel Kristine Zayko



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LICENSE AGREEMENT TERM SHEET

Party: Claytec, Inc.

License: Exclusive license for commercial purposes

Term: Ending at the expiration of the last to expire patent

Technology: MSU Invention Disclosure No. TEC2007-0088, entitled "Mesoporous Metal Oxide - Polymer Mesocomposites," and any continuation, continuation-in-part, and divisional patent applications and issued patents derived from any of the foregoing.

Technology's Potential Commercial Utilization:
Mesostructures-based materials

Payment Terms: Payment of \$1,000 upon signing; a running royalty ranging from 3.0% to 4.0%. The agreement includes annual minimums and commercialization milestones.

Use of University Facilities/Services/Personnel:

No University facilities, services, or personnel will be utilized by Claytec, Inc. under the terms of the License Agreement.

Organization Type: Incorporated Michigan-based small business

Personnel Interest: Dr. Thomas J. Pinnavaia, a Professor in the Department of Chemistry, and his immediate family own or have an option to buy an equity interest of more than 1% of the company. Dr. Pinnavaia is also an officer of Claytec, Inc.

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

April 3, 2012

MEMORANDUM

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

Recommendation:

BE IT RESOLVED that the Trustee Policy Committee recommends to the Board of Trustees that it approve the execution of a research contract with *Technova Corporation*, consistent with earlier public notice given at a Board meeting and with the "Research 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 *Technova Corporation*, a Michigan corporation based in Okemos, was given at the Board of Trustees' meeting on September 13, 2002. The terms of a research contract is now being presented for approval.

Dr. Parviz Soroushian, a Professor in the Department of Civil and Environmental Engineering, and his family own or have options to buy an ownership interest of more than 1% of the company. Dr. Soroushian is also the president of *Technova Corporation*.

The attached "Research Contract Term Sheet" summarizes the agreement that MSU has negotiated with *Technova Corporation*.

Cc: Trustee Finance Committee
President Lou Anna K. Simon
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RESEARCH CONTRACT TERM SHEET

Party: Technova Corporation

Contracts: Sponsored Research Agreement
"Materials Processing and Characterization"

Term: April 15, 2012 to December 31, 2019

Payment Terms: \$80,000

Services Provided: By MSU to Technova: testing and evaluation of sustainable materials intended to replace conventional materials

By Technova to MSU: none

Use of University Facilities/Personnel:
Use of MSU facilities/personnel by Technova provided at prevailing rates for industrial research.

Organization Type: Incorporated, Michigan-based small business.

Personnel Interest: Dr. Parviz Soroushian, a Professor in the Department of Civil and Environmental Engineering, and his family own or have options to buy an ownership interest of more than 1% of the company. Dr. Soroushian is also the president of Technova Corporation.

MICHIGAN STATE
UNIVERSITY

April 3, 2012

MEMORANDUM

To: Trustee Policy Committee
From: Kim A. Wilcox, Provost *KAW*
Re: Approval of Contract Terms: *Ubiquitous Energy, Inc.*

Recommendation:

BE IT RESOLVED that the Trustee Policy Committee recommends to the Board of Trustees that it approve the execution of a research contract with *Ubiquitous Energy, Inc.*, consistent with earlier public notice and with the "Research 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 *Ubiquitous Energy, Inc.*, a Delaware corporation based in Boston, Massachusetts, was posted along with the public notice for this Board of Trustees meeting. The terms of a research contract are now being presented for approval.

Dr. Richard Lunt, an Assistant Professor in the Department of Chemical Engineering and Materials Science, and his family own or have options to buy an ownership interest of more than 1% of the company.

The attached "Research Contract Term Sheet" summarizes the agreement that MSU has negotiated with *Ubiquitous Energy, Inc.*

Cc: Trustee Finance Committee
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RESEARCH CONTRACT TERM SHEET

Party: Ubiquitous Energy, Inc.

Contracts: Sponsored Research Agreement
“Packaging and Lifetime of Transparent Organic Solar Cells”

Term: April 14, 2012 to August 30, 2012

Payment Terms: \$4,887

Services Provided: By MSU to Ubiquitous: fabrication and evaluation of molecular photovoltaic cells

By Ubiquitous to MSU: none

Use of University Facilities/Personnel:
Use of MSU facilities/personnel by Ubiquitous provided at prevailing rates for industrial research

Organization Type: Delaware corporation based in Boston, Massachusetts

Personnel Interest: Dr. Richard Lunt, an Assistant Professor in the Department of Chemical Engineering and Materials Science, and his family own or have options to buy an ownership interest of more than 1% of the company

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

April 3, 2012

MEMORANDUM

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

Recommendation:

BE IT RESOLVED that the Trustee Policy Committee recommends to the Board of Trustees that it approve the execution of an amended publishing contract with Dr. Igor Z. Vojnovic, consistent with earlier public notice given at a Board meeting and with the "Revised 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. Igor Z. Vojnovic was given at the Board of Trustees' meeting on September 11, 2009. The terms of a contract were presented to and approved by the Board on October 30, 2009. Subsequently, the scope of work and Dr. Vojnovic's editorial services changed. Revised contract terms, which incorporate those changes, are now being presented for approval.

Dr. Vojnovic is an associate professor in the Department of Geography. He will be directly and personally remunerated for his work as a volume editor under the terms of the amended agreement.

The attached "Revised Contract Term Sheet" summarizes the amended agreement that MSU has negotiated with Dr. Vojnovic.

Cc: Trustee Finance Committee
President Lou Anna K. Simon
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REVISED CONTRACT TERM SHEET

- Party:** Dr. Igor Z. Vojnovic
- Project Description:** Provision to the MSU Press of editing services for the manuscript of a book tentatively titled *Sustainability: A Global Urban Context*. The manuscript is expected to consist of a collection of essays about urban sustainability and the challenge of having most of the world's population residing in an urban environment.
- Term:** From effective date of agreement until cessation of sales and royalty payments, if any.
- Contractual Terms:** MSU Press standard publishing terms and conditions apply. Dr. Vojnovic will receive as royalty 2.5% of net revenue from copies sold for each edition of the work, 50% of all net revenues actually received for the exploitation or disposition of secondary or subsidiary rights (such as digests, condensations, translations, or reprints), five free copies of each edition, plus the right to purchase for personal use on a non-returnable basis additional copies at a 40% discount from the retail rate.
- Services Provided:** By MSU to Dr. Vojnovic:
Publication of the book.
By Dr. Vojnovic to MSU:
Editing of the book manuscript.
- Use of University Facilities/Personnel:**
None under contemplated agreement.
- Organization Type:** Dr. Vojnovic will be acting as an individual scholar.
- Personnel Interest:** This contract will be directly with Dr. Vojnovic, who will receive the totality of the contemplated remuneration.