

MICHIGAN STATE UNIVERSITY

May 23, 2014

MEMORANDUM

To: Trustee Policy Committee

From: June Youatt, Provost 

Re: Approval of Contract Terms: *Datashark Corp.*

Recommendation:

BE IT RESOLVED that the Trustee Policy Committee recommends to the Board of Trustees that it approve an agreement with *Datashark Corporation*, 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 *Datashark Corporation*, a Delaware corporation based in East Lansing, was given at the Board of Trustees' meeting on April 22, 2014. The terms of a license agreement are now being presented for approval.

Dr. Xiaobo Tan, 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.

The attached "License Agreement Term Sheet" summarizes the agreement that MSU has negotiated with *Datashark Corporation*.

c: Trustee Finance Committee
President Lou Anna K. Simon
Executive Vice President Satish Udpa
Vice President Mark Haas
Vice President Steve Hsu
Vice President Robert A. Noto
Vice President and Secretary Bill Beekman
Dr. Terry May
Deputy General Counsel Kristine Zayko
Assistant General Counsel Lee Bollinger



OFFICE OF THE PROVOST

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LICENSE AGREEMENT TERM SHEET

Party: Datashark Corporation

License: Exclusive license on Patent Rights and related technologies in all fields of use

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. TEC2013-0091 "Gliding Robotic Fish Navigation and Propulsion" and TEC2010-0003 "Gliding Robotic Fish"

U.S. Patent Application No. 61/895116

Exclusive license on copyright in computer source code and know-how related to technology

Technology's Potential Commercial Utilization:

Autonomous underwater vehicle with on-board sensors

Payment Terms: Beginning in the third year of the agreement, royalties on net sales as follows: 5% on products covered by Patent Rights, 10% on services based on Patent Rights, 2.5% on products that incorporate licensed technology not covered by Patent Rights, 5% on services that incorporate licensed technology not covered by Patent Rights; minimum royalty payments as follows: \$20,000 (Year 3), \$35,000 (Year 4), \$50,000 (Year 5 and all following years of agreement); ownership interest in Datashark Corporation consisting of 10% of preferred shares.

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.

Services Provided: By MSU to Datashark: None under contemplated agreement

By Datashark to MSU: None under contemplated agreement

Use of University Facilities/Personnel:

None

Organization Type: Delaware corporation based in East Lansing.

Personnel Interest: Dr. Xiaobo Tan, 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.

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

May 23, 2014

MEMORANDUM

To: Trustee Policy Committee

From: June Youatt, Provost 

Re: Approval of Contract Terms: *Spartan Dawg, LLC*

Recommendation:

BE IT RESOLVED that the Trustee Policy Committee recommends to the Board of Trustees that it approve an agreement with *Spartan Dawg, LLC*, consistent with earlier public notice given at a Board meeting and with the "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 Dawg, LLC*, a limited liability company based in Lansing, was given at the Board of Trustees' meeting on April 22, 2014. The terms of an agreement are now being presented for approval.

Mr. Timothy Bograkos, a Director of Major Market Engagement in the Alumni Association, and his family own or have options to buy an ownership interest of more than 1% of the company. Mr. Bograkos is also a member of *Spartan Dawg, LLC*.

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

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AGREEMENT TERM SHEET

Party: Spartan Dawg, LLC

Term: From the effective date of the agreement to November 1, 2014.

Contract: Workshop presentations for Spartan Nutrition & Performance Program, a division of MSU Department of Radiology; fall of 2013 and 2014.

Payment Terms: Fee based on enrollment in program, up to \$4,000

Services Provided: By MSU to Spartan Dawg, LLC: none under contemplated agreement.

By Spartan Dawg, LLC to MSU: instruction and presentation services.

Use of University Facilities/Personnel:
None

Organization Type: Limited liability company based in Lansing

Personnel Interest: Mr. Timothy Bograkos, a Director of Major Market Engagement in the Alumni Association, and his family own or have options to buy an ownership interest of more than 1% of the company. Mr. Bograkos is also a member of Spartan Dawg, LLC.

MICHIGAN STATE
UNIVERSITY

May 27, 2014

MEMORANDUM

To: Trustee Policy Committee

From: June Youatt, Provost



Re: Approval of Contract Terms: *Prof. Laura Apol*

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 Prof. Laura Apol, consistent with earlier public notice given at a Board meeting and with the "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 Prof. Laura Apol was given at the Board of Trustees' meeting on April 22, 2014. The terms of an MSU Press publishing contract are now being presented for approval.



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Prof. Apol is a faculty member in the MSU Department of Teacher Education.

The attached "Contract Term Sheet" summarizes the MSU Press publishing contract that MSU anticipates signing with Prof. Apol.

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Assistant General Counsel Lee Bollinger

CONTRACT TERM SHEET

Party: Prof. Laura Apol

Project Description: Publication of a book, *Requiem, Rwanda*, authored by Prof. Apol.

Term: Immediate publication.

Contractual Terms: The author shall receive 5% of net revenue from net copies sold of all print editions, up to one thousand units, plus 8% of net revenue from units sold of all print editions thereafter, plus 12% of net revenue from units sold of all electronic ("eBook" or other digital delivery) editions. In addition, the author shall receive ten free copies and additional copies at a 40% discount from the retail price.

Services Provided: By MSU to Prof. Laura Apol (as author): Publication of book under standard MSU Press terms and conditions.

By Prof. Laura Apol (as author) to MSU: Delivery of manuscript for publication under standard MSU Press terms and conditions.

Use of University Facilities/Personnel: Not applicable.

Organization Type: Prof. Laura Apol is acting as an individual.

Personnel Interest: Prof. Laura Apol is the author of the intended publication.

MICHIGAN STATE UNIVERSITY

May 27, 2014

MEMORANDUM

To: Trustee Policy Committee

From: June Youatt, Provost 

Re: Approval of Contract Terms: *Two Publishing Contracts with Prof. Rita Kiki Edozie*

Recommendation:

BE IT RESOLVED that the Trustee Policy Committee recommends to the Board of Trustees that it approve the execution of two publishing contracts with Prof. Rita Kiki Edozie, consistent with earlier public notice given at a Board meeting and with the two "Contract Term Sheets" 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 publishing contracts with Prof. Rita Kiki Edozie was given at the Board of Trustees' meeting on April 22, 2014. The terms of two MSU Press publishing contracts are now being presented for approval.

Prof. Edozie is a faculty member in the James Madison College and is the Director of African-American and African Studies in the College of Arts & Letters.

The attached "Contract Term Sheets" summarize the MSU Press publishing contracts that MSU anticipates signing with Prof. Edozie.

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CONTRACT TERM SHEET

Party: Prof. Rita Kiki Edozie

Project Description: Publication of a book, *The Legacy Scholarship of Malcolm X, the Michigander: Contemporary Themes from a Black Studies Academic Community*, co-edited by Prof. Rita Kiki Edozie.

Term: Immediate publication.

Contractual Terms: Each co-editor will receive 2% of net revenue from copies sold of all editions, plus three free copies each and additional copies at a 40% discount from the retail price.

Services Provided: By MSU to Prof. Rita Kiki Edozie (as co-editor): Publication of book under standard MSU Press terms and conditions.

By Prof. Rita Kiki Edozie (as co-author) to MSU: Delivery of manuscript for publication under standard MSU Press terms and conditions.

Use of University Facilities/Personnel: Not applicable.

Organization Type: Prof. Rita Kiki Edozie is acting as an individual.

Personnel Interest: Prof. Rita Kiki Edozie is a co-editor of the intended publication.

CONTRACT TERM SHEET

Party: Prof. Rita Kiki Edozie

Project Description: Publication of a book, *The African Union's Africa: New Pan African Initiatives in Global Governance*, authored by Prof. Rita Kiki Edozie.

Term: Immediate publication.

Contractual Terms: The author and Mr. Keith Gottschalk of Claremont, South Africa, shall each receive 2.5% of net revenue from copies sold of all editions. In addition, the author shall receive ten free copies and additional copies at a 40% discount from the retail price, plus 50% of all net revenues from the exploitation or disposition of secondary or subsidiary rights (such as digests, condensations, translations, reprints, or the sale of rights).

Services Provided: By MSU to Prof. Rita Kiki Edozie (as author): Publication of book under standard MSU Press terms and conditions.

By Prof. Rita Kiki Edozie (as author) to MSU: Delivery of manuscript for publication under standard MSU Press terms and conditions.

Use of University Facilities/Personnel: Not applicable.

Organization Type: Prof. Rita Kiki Edozie is acting as an individual.

Personnel Interest: Prof. Rita Kiki Edozie is the author of the intended publication.

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

May 27, 2014

MEMORANDUM

To: Trustee Policy Committee

From: June Youatt, Provost



Re: Approval of Contract Terms: Dr. Robert Richardson

Recommendation:

BE IT RESOLVED that the Trustee Policy Committee recommends to the Board of Trustees that it approve the execution of publishing contract with Prof. Robert Richardson, consistent with earlier public notice given at a Board meeting and with the "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 Prof. Robert Richardson was given at the Board of Trustees' meeting on April 22, 2014. The terms of an MSU Press publishing contract are now being presented for approval.

Prof. Richardson is a faculty member in the MSU Department of Community Sustainability.

The attached "Contract Term Sheet" summarizes the MSU Press publishing contract that MSU anticipates signing with Prof. Richardson.



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Assistant General Counsel Lee Bollinger

CONTRACT TERM SHEET

- Party:** Prof. Robert Richardson
- Project Description:** Publication of a book, *Building a Green Economy*, edited by Prof. Richardson
- Term:** Immediate publication.
- Contractual Terms:** The editor shall receive five free copies and additional copies at a 40% discount from the retail price. No royalty under contemplated agreement.
- Services Provided:** By MSU to Prof. Robert Richardson (as editor): Publication of book under standard MSU Press terms and conditions.
- By Prof. Robert Richardson (as editor) to MSU: Delivery of manuscript for publication under standard MSU Press terms and conditions.
- Use of University Facilities/Personnel:** Not applicable.
- Organization Type:** Prof. Robert Richardson is acting as an individual.
- Personnel Interest:** Prof. Robert Richardson is the editor of the intended publication.

MICHIGAN STATE
UNIVERSITY

May 27, 2014

MEMORANDUM

To: Trustee Policy Committee

From: June Youatt, Provost 

Re: Approval of Contract Terms: Prof. 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 Prof. Anita Skeen, consistent with earlier public notice given at a Board meeting and with the "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 Prof. Anita Skeen was given at the Board of Trustees' meeting on April 22, 2014. The terms of an MSU Press publishing contract are now being presented for approval.

Prof. Skeen is a faculty member in the Residential College in the Arts and Humanities.

The attached "Contract Term Sheet" summarizes the MSU Press publishing contract that MSU anticipates signing with Prof. Skeen.



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CONTRACT TERM SHEET

Party: Prof. Anita Skeen

Project Description: Publication of a book, *The Unauthorized Audobon*, co-authored by Prof. Anita Skeen and Prof. Emeritus Laura B. DeLind.

Term: Immediate publication.

Contractual Terms: Each co-author will receive a half share of royalties, comprising 5% of net revenue from copies sold of all editions, plus eight free copies each and additional copies at a 40% discount from the retail price.

Services Provided: By MSU to Prof. Skeen (as co-author): Publication of book under standard MSU Press terms and conditions.

By Prof. Skeen (as co-author) to MSU: Delivery of manuscript for publication under standard MSU Press terms and conditions.

Use of University Facilities/Personnel: Not applicable.

Organization Type: Prof. Skeen is acting as an individual.

Personnel Interest: Prof. Anita Skeen is a co-author of the intended publication.