MICHIGAN STATE
UNIVERSITY

APPROVED

SEPTEMBER 6, 2019

BOARD OF TRUSTEES
MICHIGAN STATE UNIVERSITY

September 6, 2019

MEMORANDUM

To: Committee on Audit, Risk and Compliance

From: June Pierce Youatt
Executive Vice President and Provost

Subject: Approval of Contract Terms: *AccurDx America, Inc.*

RECOMMENDATION

The Trustee Committee on Audit, Risk and Compliance recommends that the Board of Trustees approve a contract between Michigan State University and *AccurDx America, Inc.*, a company in which MSU faculty member Dr. Kefei Yu holds a financial interest.

RESOLUTION

BE IT RESOLVED, that the Board of Trustees of Michigan State University hereby approves an amended research and services agreement with *AccurDx America, Inc.* consistent with earlier public notice given at a Board meeting and with an "Amended Research and Service 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 *AccurDx America, Inc.,* a Michigan corporation, was given at the Board of Trustees meeting on February 16, 2018. The terms of an amended research and service agreement are now presented for Board approval.

Dr. Kefei Yu, Associate Professor in the Department of Microbiology and Molecular Genetics, and members of his family own or have options to buy an ownership interest of more than 1% of the company.

The attached "Amended Research and Service Agreement Term Sheet" summarizes the agreement that MSU has negotiated with *AccurDx America, Inc.*

cc: Board of Trustees, S. Stanley, S. Udpa, N. Barr, M. Zeig, S. Hsu, B. Mattes, K. Wilbur, B. Quinn, C. Berg

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AMENDED RESEARCH AND SERVICE AGREEMENT TERM SHEET

Party:	AccurDx America, Inc.
Agreement:	Amended Research and Service Agreement to develop an express system for two synthetic antibody genes (research) and produce approx. 1 gram of each antibody (service)
Term:	Effect date to September 30, 2020, extended from June 30, 2019
Potential Commercial Application:	Antibodies for use as biological agents
Payment Terms:	Unchanged at $30,400 to MSU for research Unchanged at $46,600 to MSU for service
Services Provided:	By MSU to AccurDx America, Inc.: Develop an express system for antibody genes and produce the antibody By AccurDx America, Inc. to MSU: None contemplated under the agreement
Use of University Facilities/ Personnel:	MSU Biomedical and Physical Sciences Building
Organization Type:	Michigan corporation
Personnel Interest:	Dr. Kefei Yu, Associate Professor in the Department of Microbiology and Molecular Genetics and members of his family, own or have options to buy an ownership interest of more than 1% of the company.

MICHIGAN STATE
UNIVERSITY

September 6, 2019

MEMORANDUM

To: Committee on Audit, Risk and Compliance

From: June Pierce Youatt
Executive Vice President and Provost

Subject: Approval of Contract Terms: *Cove Diamond, LLC*

RECOMMENDATION

The Trustee Committee on Audit, Risk and Compliance recommends that the Board of Trustees approve a contract between Michigan State University and *Cove Diamond, LLC*, a company in which MSU faculty member Dr. Timothy Grotjohn, Professor in the Department of Electrical and Computer Engineering, holds a financial interests.

RESOLUTION

BE IT RESOLVED, that the Board of Trustees of Michigan State University hereby approves a license agreement with *Cove Diamond, LLC* consistent with earlier public notice given at a Board meeting and with a "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 *Cove Diamond, LLC,* a Michigan limited liability company, was given at the Board of Trustees meeting on June 9, 2019. The terms of a license agreement are now presented for Board approval.

Dr. Timothy Grotjohn, Professor in the Department of Electrical and Computer Engineering and members of 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 *Cove Diamond, LLC.*

cc: Board of Trustees, S. Stanley, S. Udpa, N. Barr, M. Zeig, S. Hsu, B. Mattes, K. Wilbur, B. Quinn, C. Berg

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LICENSE AGREEMENT TERM SHEET

Party:	Cove Diamond, LLC
Agreement:	Exclusive License in the field of decorative lab-grown diamonds
Technology:	MSU TEC2010-0075 "Customized Single Crystal Diamond Gemstones," US Patent No. 9,277,792; 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.
Term:	Effective Date – to the last to expire of the patents
Potential Commercial Application:	Decorative designs incorporated into lab-grown diamonds for jewelry, and fine as well as functional arts
Payment Terms:	$1,000 to MSU within 30 days of the effective date; 3.0% on net sales; reimbursement of patent costs
Services Provided:	By MSU to Cove Diamond, LLC: None contemplated under the agreement By Cove Diamond, LLC to MSU: None contemplated under the agreement
Organization Type:	Michigan limited liability company
Personnel Interest:	Dr. Timothy Grotjohn, a Professor in the Department of Electrical and Computer Engineering and members of his family own or have options to buy an ownership interest of more than 1% of the company.

MICHIGAN STATE UNIVERSITY

September 6, 2019

MEMORANDUM

To: Committee on Audit, Risk and Compliance

From: June Pierce Youatt
Executive Vice President and Provost

Subject: Approval of Contract Terms: *FibrosIX, LLC*

RECOMMENDATION

The Trustee Committee on Audit, Risk and Compliance recommends that the Board of Trustees approve a contract between Michigan State University and *FibrosIX, LLC*, a company in which MSU faculty member Dr. Richard R. Neubig holds a financial interest.

RESOLUTION

BE IT RESOLVED, that the Board of Trustees of Michigan State University hereby approves a service agreement with *FibrosIX, LLC* consistent with earlier public notice given at a Board meeting and with a "Service 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 *FibrosIX, LLC*, a Michigan limited liability company, was given at the Board of Trustees meeting on June 15, 2016. The terms of a service agreement are now presented for Board approval.

Dr. Richard R. Neubig, Professor and Chair of the Department of Pharmacology and Toxicology, and members of his family own or have options to buy an ownership interest of more than 1% of the company.

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

cc: Board of Trustees, S. Stanley, S. Udpa, N. Barr, M. Zeig, S. Hsu, B. Mattes, K. Wilbur, B. Quinn, C. Berg

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SERVICE AGREEMENT TERM SHEET

Party:	FibrosIX, LLC
Agreement:	Testing Services by MSU for assay development
Term:	September 2019 – December 2019
Potential Commercial Application:	Human Therapeutics
Payment Terms:	$35,074.59 to MSU in fees for service
Services Provided:	By MSU to FibrosIX, LLC: Labeling of a protein and optimization of its use in an assay By FibrosIX, LLC to MSU: None contemplated under the agreement
Use of University Facilities/Personnel:	Work to be performed at MSU's Life Sciences Building by, or supervised by, Erika Lisabeth and Thomas Dexheimer
Organization Type:	Michigan limited liability company
Personnel Interest:	Dr. Richard R. Neubig, Professor and Chair of the Department of Pharmacology and Toxicology, and members of his family, own or have options to buy an ownership interest of more than 1% of the company.

MICHIGAN STATE
UNIVERSITY

September 6, 2019

MEMORANDUM

To: Committee on Audit, Risk and Compliance

From: June Pierce Youatt
Executive Vice President and Provost

Subject: Approval of Contract Terms: *Fraunhofer USA, Inc.*

RECOMMENDATION

The Trustee Committee on Audit, Risk and Compliance recommends that the Board of Trustees approve a contract between Michigan State University and *Fraunhofer USA, Inc.*, a company in which MSU faculty member Dr. Thomas Schuelke holds an interest.

RESOLUTION

BE IT RESOLVED, that the Board of Trustees of Michigan State University hereby approves a goods/service agreement with *Fraunhofer USA, Inc.* consistent with earlier public notice given at a Board meeting and with an "Goods/Service Agreement Term Sheet" now presented to the Board for inclusion in its minutes.

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BACKGROUND

In compliance with State law, public notice of the University's intent to negotiate contracts with *Fraunhofer USA, Inc.*, a Rhode Island nonprofit corporation, was given at the Board of Trustees meeting on April 12, 2019. The terms of a goods/service agreement are presented for Board approval.

Dr. Thomas Schuelke, a Professor in the Department of Electrical and Computer Engineering, is President of *Fraunhofer USA, Inc.*

The attached "Goods/Service Agreement Term Sheet" summarizes the agreement that MSU has negotiated with *Fraunhofer USA, Inc.*

cc: Board of Trustees, S. Stanley, S. Udpa, N. Barr, M. Zeig, S. Hsu, B. Mattes, K. Wilbur, B. Quinn, C. Berg

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GOODS/SERVICE AGREEMENT TERM SHEET

Party:	Fraunhofer USA, Inc.
Agreement:	Goods/service agreement for polishing of diamond seeds and wafers
Term:	Effective date of Purchase Order and extending 4 weeks
Commercial Application:	Lab-grown diamonds
Payment Terms:	MSU to pay $3,600 to Fraunhofer USA, Inc. for the service
Services Provided:	By MSU to Fraunhofer USA, Inc.: None contemplated under the agreement By Fraunhofer USA, Inc. to MSU: Polishing of diamond seeds and wafers
Organization Type:	Rhode Island nonprofit corporation
Personnel Interest:	Dr. Thomas Schuelke, a Professor in the Department of Electrical and Computer Engineering, is President of Fraunhofer USA, Inc.

MICHIGAN STATE
UNIVERSITY

September 6, 2019

MEMORANDUM

To: Committee on Audit, Risk and Compliance

From: June Pierce Youatt
Executive Vice President and Provost

Subject: Approval of Contract Terms: *Fraunhofer USA, Inc.*

RECOMMENDATION

The Trustee Committee on Audit, Risk and Compliance recommends that the Board of Trustees approve a contract between Michigan State University and *Fraunhofer USA, Inc.*, a company in which MSU faculty member Dr. Thomas Schuelke holds an interest.

RESOLUTION

BE IT RESOLVED, that the Board of Trustees of Michigan State University hereby approves an inter-institutional agreement with *Fraunhofer USA, Inc.* consistent with earlier public notice given at a Board meeting and with an "Inter-Institutional Agreement Term Sheet" now presented to the Board for inclusion in its minutes.

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BACKGROUND

In compliance with State law, public notice of the University's intent to negotiate contracts with *Fraunhofer USA, Inc.*, a Rhode Island nonprofit corporation, was given at the Board of Trustees meeting on April 12, 2019. The terms of an Inter-Institutional agreement are presented for Board approval.

Dr. Thomas Schuelke, a Professor in the Department of Electrical and Computer Engineering, is President of *Fraunhofer USA, Inc.*

The attached "Inter-Institutional Agreement Term Sheet" summarizes the agreement that MSU has negotiated with *Fraunhofer USA, Inc.*

cc: Board of Trustees, S. Stanley, S. Udpa, N. Barr, M. Zeig, S. Hsu, B. Mattes, K. Wilbur, B. Quinn, C. Berg

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INTER-INSTITUTIONAL AGREEMENT TERM SHEET

Party:	Fraunhofer USA, Inc.
Agreement:	Inter-Institutional agreement – Fraunhofer USA appoints MSU as its exclusive agent for licensing technology jointly owned by the parties.
Technology:	MSU TEC2007-0078 "Process and Apparatus for Diamond Synthesis," US Patent Nos. 9,487,858 and 9,732,440; and TEC2018-0100 "Method to Frabrication of Large Area Diamond Substrate," US Prov. Patent Appl. No. 62/673,420. The parties may add or remove technologies under the agreement, provided there is no change in the financial consideration of the parties or the nature or extent of any pecuniary interest of MSU personnel
Term:	Effective date to the last expiration date of the patents
Commercial Application:	Lab-grown diamonds
Payment Terms:	Revenue received by MSU from licensing, if any, will be distributed after patent reimbursements according to the number of inventors each party listed in the licensed rights
Services Provided:	By MSU to Fraunhofer USA, Inc.: Agency services for jointly owned patents By Fraunhofer USA, Inc. to MSU: None contemplated under the agreement
Organization Type:	Rhode Island nonprofit corporation
Personnel Interest:	Dr. Thomas Schuelke, a Professor in the Department of Electrical and Computer Engineering, is President of Fraunhofer USA, Inc.

MICHIGAN STATE
UNIVERSITY

September 6, 2019

MEMORANDUM

To: Committee on Audit, Risk and Compliance

From: June Pierce Youatt
Executive Vice President and Provost

Subject: Approval of Contract Terms: *Jolt Energy Storage Technologies, LLC*

RECOMMENDATION
The Trustee Committee on Audit, Risk and Compliance recommends that the Board of Trustees approve a contract between Michigan State University and *Jolt Energy Storage Technologies, LLC*, a company in which MSU employee Dr. Thomas Guarr holds a financial interest.

RESOLUTION
BE IT RESOLVED, that the Board of Trustees of Michigan State University hereby approves a service agreement with *Jolt Energy Storage Technologies, LLC* consistent with earlier public notice given at a Board meeting and with a "Service Agreement Term Sheet" now presented to the Board for inclusion in its minutes.

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BACKGROUND
In compliance with State law, public notice of the University's intent to negotiate contracts with *Jolt Energy Storage Technologies, LLC*, a Michigan company based in Holland, Michigan, was given at the Board of Trustees meeting on February 6, 2015. The terms of a service agreement are now presented for Board approval.

Dr. Thomas Guarr, the Director of R&D at the MSU Bioeconomy Institute, and members of his family own or have options to buy an ownership interest of more than 1% of the company.

The attached "Service Agreement Term Sheet" summarizes the agreement that MSU has negotiated with *Jolt Energy Storage Technologies, LLC.*

cc: Board of Trustees, S. Stanley, S. Udpa, N. Barr, M. Zeig, S. Hsu, B. Mattes, K. Wilbur, B. Quinn, C. Berg

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SERVICE AGREEMENT TERM SHEET

Party:	Jolt Energy Storage Technologies, LLC
Agreement:	Testing Services by MSU for assay development
Term:	Effective Date – March 31, 2020
Potential Commercial Application:	Organic Batteries
Payment Terms:	$62,000 to MSU in fees for service
Services Provided:	By MSU to Jolt Energy Storage Technologies, LLC: Design and fabricate a robust and efficient prototype organic reflux flow battery that involves novel organic compounds By Jolt Energy Storage Technologies, LLC to MSU: None contemplated under the agreement
Use of University Facilities/Personnel:	Work to be performed at MSU's Engineering Building by, or supervised by, Dr. Andre Benard
Organization Type:	Michigan limited liability company
Personnel Interest:	Dr. Thomas Guarr, Director of R&D at the MSU Bioeconomy Institute, and members of his family, own or have options to buy an ownership interest of more than 1% of the company.

MICHIGAN STATE
UNIVERSITY

September 6, 2019

MEMORANDUM

To: Committee on Audit, Risk and Compliance

From: June Pierce Youatt
Executive Vice President and Provost

Subject: Approval of Contract Terms: Dr. Richard E. Sherman

RECOMMENDATION
The Trustee Committee on Audit, Risk and Compliance recommends that the Board of Trustees approve a contract between Michigan State University and faculty member Dr. Richard E. Sherman.

RESOLUTION
BE IT RESOLVED, that the Board of Trustees of Michigan State University hereby approves an independent contractor agreement for artist services with Dr. Richard E. Sherman consistent with earlier public notice given at a Board meeting and with an "Independent Contractor Agreement for Artist Services 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 Dr. Sherman was given at the Board of Trustees meeting on April 13, 2017. The terms of an independent contractor agreement for artist services are now presented for Board approval.

Dr. Richard E. Sherman is a Professor in the College of Music.

The attached "Independent Contractor Agreement for Artist Services Term Sheet" summarizes the agreement that MSU has negotiated with Dr. Sherman.

cc: Board of Trustees, S. Stanley, S. Udpa, N. Barr, M. Zeig, S. Hsu, B. Mattes, K. Wilbur, B. Quinn, C. Berg

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INDEPENDENT CONTRACTOR AGREEMENT FOR ARTIST SERVICES TERM SHEET

Party:	Dr. Richard E. Sherman
Agreement:	Non-exclusive services to engage local musicians for Wharton Center performances
Term:	July 1, 2020 – June 30, 2023
Payment Terms:	Commission to Dr. Sherman in the amount of 10% of the total cost of the arranged Orchesra/Band/Ensemble fee paid to local musician(s)*
Services Provided:	By MSU to Dr. Sherman: None contemplated under the agreement By Dr. Sherman to MSU: Identify and engage local musicians for Wharton Center performances according to instructions provided by a touring engagement's musical director, coordinator, or orchestra conductor or by MSU when applicable; schedule and administer the operation of musical services, pay local musicians directly for service and cartage of instruments; attend first rehearsal and be on call for additional services; an provide itemized settlement for touring engagement
Organization Type:	Dr. Sherman is acting as an individual.
Personnel Interest:	This contract will be directly between Dr. Sherman, a Professor in the College of Music, and MSU.

*The base rate for musician fees for the 2020-2021 performance season is $147 per service and $85 per sound check session. Local musicians required to play two or more closely related instruments, referred to as doubling, will be paid an additional 20% for the first double and an additional 10% for each additional double. A flat rate of $100 will be included for large instrument transportation and/or instruments that require additional loading time and/or require the musician to arrive early.

MICHIGAN STATE
UNIVERSITY

September 6, 2019

MEMORANDUM

To: Committee on Audit, Risk and Compliance

From: June Pierce Youatt
Executive Vice President and Provost

Subject: Approval of Contract Terms: *Tarn BioSciences, Inc.*

RECOMMENDATION

The Trustee Committee on Audit, Risk and Compliance recommends that the Board of Trustees approve a contract between Michigan State University and *Tarn BioSciences, Inc.*, a company in which MSU faculty member Dr. Robert Abramovitch holds a financial interest.

RESOLUTION

BE IT RESOLVED, that the Board of Trustees of Michigan State University hereby approves a service agreement with *Tarn BioSciences, Inc.* consistent with earlier public notice given at a Board meeting and with a "Service 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 *Tarn BioSciences, Inc.*, a Michigan corporation, was given at the Board of Trustees meeting on June 22, 2018. The terms of a service agreement are now presented for Board approval.

Dr. Robert Abramovitch, Assistant Professor in the Department of Microbiology and Molecular Genetics and Chemistry, and members of his family own or have options to buy an ownership interest of more than 1% of the company.

The attached "Service Agreement Term Sheet" summarizes the agreement that MSU has negotiated with *Tarn BioSciences, Inc.*

cc: Board of Trustees, S. Stanley, S. Udpa, N. Barr, M. Zeig, S. Hsu, B. Mattes, K. Wilbur, B. Quinn, C. Berg

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SERVICE AGREEMENT TERM SHEET

Party:	Tarn BioSciences, Inc.
Agreement:	Development services by MSU for therapy/treatment
Term:	December 1, 2019 – November 30, 2020
Potential Commercial Application:	Therapy for, and treatment of, TB
Payment Terms:	$164,300.02 to MSU in fees for service
Services Provided:	By MSU to Tarn BioSciences, Inc.: Develop a cost-effective adjunct therapy for the treatment of TB By Tarn BioSciences, Inc. to MSU: None contemplated under the agreement
Use of University Facilities/Personnel:	Work to be performed at MSU's Biomedical Physical Sciences Building by, or supervised by, Dr. Robert Abramovitch
Organization Type:	Michigan corporation
Personnel Interest:	Dr. Robert Abramovitch, Assistant Professor in the Department of Microbiology and Molecular Genetics and Chemistry, and members of his family own or have options to buy an ownership interest of more than 1% of the company.