

THE UNIVERSITY OF MICHIGAN
REGENTS COMMUNICATION

ACTION REQUEST

Subject: License Agreement between the University of Michigan and Tempus, Inc.

Action Requested: Approval of License Agreement

Preamble:

A statutory conflict of interest situation was identified by the Office of Technology Transfer while reviewing the technology transfer agreement that then triggered a review by the Medical School Conflict of Interest Board. A plan for management of the possible risks associated with the conflict of interest was then developed and approved by this Board and agreed to by the parties involved in this plan.

This proposed license agreement (“Agreement”) falls under the State of Michigan Conflict of Interest Statute because Professor Arul Chinnaiyan is both an employee of the University of Michigan (“University”) and a partial owner of Tempus, Inc. The law permits such an Agreement provided it is disclosed to the Board of Regents (“Regents”) of the University of Michigan and approved in advance by a 2/3 vote.

Background:

Arul Chinnaiyan, MD, PhD, a Professor in Pathology and Urology, is the partial owner of a for-profit company called Tempus, Inc. (the “Company”). The Company desires to license from the University of Michigan the University’s rights associated with the following technology:

UM OTT File No. 6424, entitled: “Patient Gene Panel known as ONCOSEQ™ Panel or MiONCOSEQ™” (Inventors: Arul Chinnaiyan, Dan Robinson, Yi-Mi Wu, Robert Lonigro, Xuhong Cao)

The Office of Technology Transfer selected the Company as a University partner and negotiated the terms of the proposed Agreement in accordance with University policy and its accepted licensing principles.

Parties to the Agreement:

The Regents of the University of Michigan and Tempus, Inc.

Agreement Terms Include:

Agreement terms include granting the Company an exclusive license without the right to grant sublicenses. The Company will pay a license fee and royalty on sales.

The University will retain ownership of the licensed technology and may continue to further develop it and use it internally. No use of University services or facilities, nor

any assignment of University employees, is obligated or contemplated under the Agreement. Standard disclaimers of warranties and indemnification apply, and the Agreement may be amended by consent of the parties, such as adding related technology. University procedures for approval of these changes will be followed and additional conflict of interest review will be done as appropriate.

Pecuniary Interest:

The pecuniary interests of Dr. Chinnaiyan arise from his ownership interest in Tempus, Inc.

Net Effect:

The Office of Technology Transfer has negotiated and finalized the terms of a worldwide exclusive license agreement for the gene panel and related technology described in UM OTT File No. 6424 for all fields of use. Tempus, Inc. will obtain use and commercialization rights to the above listed University technology.

Recommendations:

This matter has been reviewed and approved by the Medical School Conflict of Interest Board. In light of this disclosure and our finding that the Agreement was negotiated in conformance with standard University practices, I recommend that the Board of Regents approve the Agreement between the University and Tempus, Inc.

Respectfully submitted,



S. Jack Hu
Vice President for Research

April 2016