MAY MEETING, 2019

The University of Michigan Dearborn May 16, 2019

The regents met at 3:40 p.m. in the Michigan Room, UM-Dearborn campus. Present were President Schlissel and Regents Acker, Behm, Bernstein, Brown, Ilitch, and Weiser. Also present were Vice President Baird, Chancellor Borrego, Vice President Churchill, Chancellor Grasso, Vice President Harper, Executive Vice President Hegarty, Vice President Hu, Vice President Lynch, Vice President Michels, Vice President Pendse, Provost Philbert, Executive Vice President Runge and Vice President Wilbanks. Regent White participated by conference call. Regent Ryder Diggs was absent.

Call to Order and President's Opening Remarks

President Schlissel called the meeting to order and thanked Chancellor Grasso and his team for being such great hosts. He said that more than 10,000 graduates attended the Ann Arbor commencement ceremony and heard remarks from Michigan Governor Gretchen Whitmer and University of California, Berkeley cell biologist Randy Schekman. He congratulated the graduates on all three campuses, and thanked the faculty and staff for their hard work.

He also congratulated Regent Ryder Diggs on her election as the next chair of the Board of Directors of the Association of Governing Boards of Universities and Colleges, the premier organization centered on governance in higher education. Her term will begin July 1. He congratulated individuals who were beginning in some new roles: SACUA Chair Joy Beatty who is a professor in the UM-Dearborn College of Business; and Vice Chair Colleen Conway, a professor in the UM-Ann Arbor School of Music, Theatre & Dance; CSG President Benjamin Gerstein; and UM-Dearborn Student Government President Sarah Nassar.

President Schlissel said, "Next week, we will be rolling out our new mandatory training on sexual misconduct for all University of Michigan employees. This new training is part of an education and prevention program recommended by a broad working group of faculty and staff experts. Preventing all forms of sexual and gender-based misconduct remains a top priority for the university. I thank the regents for their leadership on this important issue, and the many faculty and staff on all three of our campuses and Michigan Medicine who are contributing to our comprehensive efforts to reduce and address misconduct for all members of our community."

He thanked all those who organized and attended the inauguration of Chancellor Grasso last month and said, "It was great to see so many members of the regional community on hand."

Regent Weiser added, "I had the privilege of attending Chancellor Grasso's inauguration in Dearborn last month. It was indeed exciting. There was an enormous number of people there. As someone who is deeply engaged with the Dearborn campus, I wanted to express my excitement for the campus' future. I also would like to congratulate Domenico and thank him for his efforts put forth thus far. We look forward to your continued leadership. This is an exciting time for the Dearborn campus

and I think it's ready to make its next giant leap forward, and I'm sure it will under your leadership."

President Schlissel announced the appointment of Rebecca Cunningham as interim vice president for research. Since 2017, Dr. Cunningham has served as associate vice president for research, health sciences. She is also director of the UM Injury Prevention Center and a professor in the Department of Emergency Medicine and the Department of Health Behavior & Health Education. Her research has focused on injury prevention, substance abuse prevention and public health. She will begin June 1. Dr. Cunningham was present at the meeting and greeted with a warm round of applause.

President Schlissel said, "Today is the final meeting for Vice President Jack Hu before he leaves to begin as provost at the University of Georgia. I am personally grateful to Jack for implementing a vision that has made UM stronger, as well as for his steadfast advocacy for the importance of public research universities in our society.

"During his more than three decades at UM as a master's student, faculty member and VP, Jack demonstrated that integrity, excellence and innovation are qualities that must be pursued simultaneously to fulfill our mission as a public research university. Today, UM is the number one public university in the nation in research expenditures and I would assert that we are also number one in societal impact. His initiatives have enhanced our tech transfer, broadened our engagement and increased our standing in national academies, boards and panels.

"Jack, I very much appreciate your commitment to supporting our faculty and students, and I thank you for your leadership and innumerable contributions to our community. Best of luck in your new role in Georgia."

Resolution for Vice President H. Jack Hu

Regent Brown said, "It's a real honor to present this to Jack. I work in an industry that relies on the success of this position at this institution, and when the last VP of Research retired, and UM had the pick of the litter, my colleagues and I lobbied hard for Jack to be selected. Our community, our industry, Michigan and the country have benefitted from your leadership as the vice president for research."

Regent Brown read the following resolution:

The Regents of the University of Michigan extend heartfelt congratulations to S. Jack Hu, vice president for research, who was recently named as the next senior vice president for academic affairs and provost at the University of Georgia. He will begin in this new role on July 1.

Vice President Hu was appointed UM's vice president for research on January 1, 2016. He previously served as interim vice president for research (2014-15), and in the College of Engineering has served as associate dean for academic affairs (2009-13), and as an associate dean for research and graduate education (2007-09). Dr. Hu earned his M.S. and Ph.D. degrees in mechanical engineering from UM.

Vice President Hu has provided exemplary leadership as our VP for research. He consistently delivered outstanding news on the research mission, supported by enhanced focus on compliance and strategic stewardship of funds. He oversaw a record breaking \$1.5 billion in research expenditures with continual increases in the numbers of startups, new inventions, U.S. patents, and license and option agreements. Through collaboration, untiring leadership and his interdisciplinary approach, he guided the creation of Mcity and the expansion of the Robotics Institute, together with numerous other initiatives.

The Regents thank Vice President Hu for his many contributions, his integrity, his passion for this institution and his friendship, and wish him continued success in his new appointment at the University of Georgia.

Vice President Hu said, "I'm truly honored and humbled by this board resolution. I'm grateful to President Schlissel and my fellow executive officers for the opportunities to work together to fulfill the mission of the university." He said,

"serving the university as the vice president for research was never my 'sand box dream.' I never thought I would be a student, faculty member and vice president. I came to Ann Arbor as a student in January 1985, so it has been an incredible run in terms of my 34 years at UM. Over this period, I had the opportunity to work with many outstanding faculty, students and staff who helped enrich my research, my teaching and my life. I'm forever grateful. I may be leaving Michigan but Michigan will never leave me. Go Blue!"

President Schlissel continued and said that the Michigan Road Scholars program recently completed its 20th successful tour of Michigan. Twenty-nine faculty members from all three of our campuses met with civic, business, nonprofit and elected leaders in multiple settings over a five-day tour period that included stops at a tribal health center in the Upper Peninsula, a General Motors plant and a housing development in Detroit. The Road Scholars program underscores our faculty's deep commitment and interest in engaging publicly with the people and communities we serve.

He applauded the seven University of Michigan varsity athletic teams that achieved perfect multiyear scores in the 2017-18 Academic Progress Rate data released by the NCAA last week. The APR is a real-time measure of a team's academic performance and is calculated by reviewing variables such as eligibility, retention and graduation rates of student-athletes competing on every Division I sports team.

The teams with perfect multiyear scores are baseball, women's cross country, women's golf, men's gymnastics, softball, men's tennis and women's tennis. In addition six of UM athletic teams have won 10 big ten titles this year.

Earlier this week Head Basketball Coach John Beilein resigned to accept the coaching position with the Cleveland Cavaliers. He thanked Coach Beilein for his 12 years of encouraging and teaching players, and wished him the best in his new role.

President Schlissel noted with sadness the passing of Marilyn Mason, a professor emerita of organ, internationally acclaimed organist, and the longest-serving faculty member in the history of the University of Michigan. She was the first American woman organist to perform in Westminster Abbey, and during a sabbatical, she performed on five continents. Her prominence and teaching ability made our university a destination for students of organ.

President Schlissel proudly turned to the faculty members recommended for promotions and tenure. He said, "The talent, commitment and hard work of University of Michigan faculty never cease to amaze me. Congratulations to all."

Chancellor Grasso introduced Mitch Sollenberger, UM-Dearborn associate provost for undergraduate education and student success who gave a presentation entitled, "Presidential Power in the Age of Trump."

Professor Sollenberger spoke of his research on presidential power, the unitary executive theory and the use of executive privilege and the protection of testimony and information.

Provost Philbert said, "One of the university's greatest strengths is the breadth and depth of our faculty. Each year, the review of promotion and tenure casebooks reaffirms our appreciation for the outstanding work of the faculty. It reveals the many ways they carry out our mission of contributing to the state, the nation and the world through research, teaching and service.

"Today, we are bringing forward 152 recommendations for instructional track promotions for your review and approval. In addition, there are 96 recommendations for promotion for clinical faculty and seven for research faculty. I present them to you with great pride in the accomplishments of the faculty being recommended for promotion. This year we are pleased to share information about some of these faculty members with you via the slides on the screen and a with commentary."

He began with Sara Moss, recommended for promotion to professor, Department of Philosophy, College of Literature, Science, and the Arts. She is a member of the philosophy department who focuses on epistemology – the theory of knowledge. Her work on the metaphysics of belief and knowledge is contributing to our understanding of social issues such as racial profiling and criminal conviction based on statistical evidence. She is also the recipient of two teaching excellence awards.

Keren Sharon, recommended for promotion to associate professor, Department of Astronomy, College of Literature, Science, and the Arts is an astrophysicist doing pathbreaking research that expands our knowledge about how galaxies like our own form and evolve. Part of her professional service is chairing the Space Telescope Users Committee, a role that includes providing advice and guidance on the use of the Hubble Space Telescope, a critical resource for all researchers in the field.

Aubree Gordon, recommended for promotion to associate professor, Department of Epidemiology, School of Public Health is an epidemiologist who focuses on infectious diseases and global health. Data on influenza in the tropics is fairly scarce and her field studies in Nicaragua have helped to fill that information gap. She is part of several research teams that explore relationships between diseases, for example, how

exposure to dengue may affect the severity of the Zika virus in individuals who encounter both diseases.

Executive Vice President for Medical Affairs and Dean of the Medical School Runge commented on two recommended faculty promotions: Elizabeth Lawlor, M.D., Ph.D., is recommended for promotion to professor, Departments of Pediatrics and Pathology. Professor Lawlor is an internationally recognized leader in pediatric cancer research. Bo Yang, M.D., Ph.D., is recommended for promotion to associate professor, Department of Cardiac Surgery. Professor Yang is a nationally recognized cardiac/aortic surgeon.

Chancellor Grasso commented on two recommended faculty promotions at UM-Dearborn. Wencong Su, Ph.D., P.E., is recommended for promotion to associate professor, Department of Electrical and Computer Engineering. Professor Su's research interests are in power and energy systems, electrified transportation systems and cyber-physical systems. Stein Brunvand, Ph.D., is recommended for promotion to professor, Department of Education. Professor Brunvand's teaching and research interests include technology integration in K-12 settings, gamified teaching and learning, and online teaching and learning.

Chancellor Borrego commented on two recommended faculty promotions at UM-Flint. Otrude Moyo, Ph.D., M.A., M.S.W., is recommended for promotion to professor, Department of Social Work, School of Education and Human Services. Professor Moyo's research involves issues of social policy, diversity and social justice, built on a foundation of social welfare and critical multiculturalism in southern Africa, Detroit and Flint. Laura Smith, P.T., Ph.D., is recommended for promotion to associate

professor of physical therapy, Department of Physical Therapy, College of Health Sciences. Professor Smith's research includes performance measures and injuries in athletes and interprofessional education and collaborative practice.

Consent Agenda

Minutes. Vice President Churchill submitted for approval the minutes of the meeting of March 28, 2019.

Reports. Executive Vice President Hegarty submitted the Investment Report, the Plant Extension Report and the Regents Report on Non-Competitive Purchases equal to or over \$10,000 from Single Sources, December 16, 2018 through March 15, 2019. There was no University Human Resources Report.

Litigation Report. Vice President Lynch had no additional report.

Research Report. Vice President Hu had no additional report.

University of Michigan Health System. Executive Vice President Runge had no report.

Student Life. Vice President Harper had no report.

University of Michigan-Dearborn. Chancellor Grasso welcomed everyone to the Dearborn campus. He congratulated the 1,100 student from UM-Dearborn who participated in commencement. Tony England, dean of the College of Engineering and Computer Science, was the commencement speaker. Dean England was the youngest person selected as a scientist-astronaut by NASA. He served on both the Apollo 13 and 16 missions and is credited with serving on the support team that saved the Apollo 13 crew.

He stated that Brahim Medjahed, professor of computer and information science and associate dean of the Rackham Graduate School, was selected as Professor of the Year by the Michigan Association of State Universities. He is the first UM-Dearborn faculty member to earn this distinction. Chancellor Grasso also introduced Casandra Ulbrich, the new vice chancellor for institutional advancement at UM-Dearborn.

University of Michigan-Flint. Chancellor Borrego extended her congratulations to the more than 1,100 UM-Flint undergraduate and graduate students who earned their degrees this year. Commencement ceremonies featured a keynote address from Dr. Sumun Pandakur, a scholar-practitioner whose work focuses on social justice and racial equity.

She commended the 13 faculty members recommended for promotion and acknowledged their dedication to their students, their research and to the campus. She congratulated Dr. Hiba Wehba-Alamah, who was honored by the Michigan Association of State Universities (MASU) as one of three Distinguished Professors of the Year.

Chancellor Borrego reported that the Flint & Genesee Chamber of Commerce declared that Flint Promise students can now attend UM-Flint immediately following high school, provided they meet admission requirements. Previously, students had to earn an associate degree or transfer certificate from Mott Community College before transferring to UM-Flint to pursue a bachelor's degree. The Flint Promise offers scholarships and support services to students who reside in the city of Flint and either graduate from a high school or complete a GED program located in the city of Flint. She said, "This is a big win for UM-Flint, the city and the students of the region."

Central Student Government Report. UM-Dearborn Student Government President Sarah Nassar, a senior studying English and criminal justice, introduced her vice president, Abraham Uza, a criminal justice major. She said that her plans for the year include assuring that every building is ADA accessible, improving parking and assuring the inclusion of all students on campus.

Central Student Government (CSG) President Benjamin Gerstein is a junior in the Gerald R. Ford School of Public Policy. He said he recognizes the value of partnerships and efforts to bridge gaps across all campuses to amplify the student voice. He is also working on a five-year sustainability plan to become more environmentally friendly.

Voluntary Support. Vice President Baird reported on a gift of more than \$2.8 million from Lizzie and Jonathan Tisch to the UMMA for ongoing support. In recognition of this generous gift the UMMA's apse will be named the Lizzie and Jonathan Tisch Apse.

Personnel Actions/Personnel Reports. Provost Philbert presented a number of personnel actions and reports.

Retirement Memoirs. Vice President Churchill submitted 30 retirement memoirs.

Memorials. No deaths of active faculty were reported to the regents.

Degrees. There was no action with respect to degrees.

Approval of Consent Agenda. On a motion by Regent White, seconded by Regent Ilitch, the regents unanimously approved the consent agenda.

Alternative Asset and Absolute Return Commitments

Executive Vice President Hegarty reported on the university's follow-on investments with previously approved partnerships with a commitment of \$50 million to Bain Capital Asia IV, L.P.; a commitment of £30 million to Primary V, L.P.; a commitment of \$50 million of Summa Equity II, L.P.; a commitment of \$50 million to Abax Asian Structured Private Credit Fund III, L.P.; a commitment of \$60 million to JAM Partners, L.P.; and a commitment of \$50 million to Napier Park ELM series III, LLC and \$100 million to Napier Park Henely Series I, LLC.

Planned Uses of Income from the Julian A. Wolfson and the Marguerite Wolfson Endowment Funds for the fiscal year 2019-2020 as recommended by the Law Faculty

On a motion by Regent Ilitch, seconded by Regent Behm, the regents unanimously approved the uses of income of the Wolfson Endowment Funds as recommended by the Law School faculty.

New Building for the College of Pharmacy

On a motion by Regent Brown, seconded by Regent Acker, the regents unanimously approved the project as described and authorized commissioning RDG Planning and Design for its design.

New Dance Building

Todd Drake, architect, TMP/Ballinger design team, provided a schematic design presentation on the new Dance Building near the Brehm Pavilion. This is primarily a one story building, with plans that include several studios, student activities space and faculty and administration offices.

On a motion by Regent Ilitch, seconded by Regent Brown, the regents unanimously approved the schematic design for the New Dance building project as

presented and authorized issuing the project for bids and awarding construction contracts provided that bids are within the approved budget.

Catherine Street Area Utility Infrastructure upgrades

On a motion by Regent Behm, seconded by Regent Acker, the regents unanimously approved the project as presented and authorized proceeding with construction provided that bids are within the approved budget.

Michigan Medicine Eisenhower Corporate Park West HomeMed Pharmacy Clean Room Renovations

On a motion by Regent Brown, seconded by Regent Bernstein, the regents unanimously approved the project as presented and authorized proceeding with construction provided that bids are within the approved budget

Conflicts of Interest

On a motion by Regent Bernstein, seconded by Regent Brown, the regents unanimously approved the following conflict of interest items that fall under the State of Michigan Conflict of Interest Statute.

The following information is provided in compliance with statutory requirements:

Authorization for the University of Michigan to Enter into an Agreement with H3D, Inc.

An agreement with H3D, Inc. was approved.

- 1. The parties to the contract are the Regents of the University of Michigan and its Business Engagement Center H3D, Inc.
- 2. The agreement is for a duration of three months at a total cost not to exceed \$3,500. H3D, Inc. will be supplying all the necessary resources and personnel to fulfill this contract. The remaining base contract terms and conditions are typical to those used in Procurement Services standard templates for other similar contracts entered into by the regents.
- 3. The pecuniary interest arises from the fact that University of Michigan employee Gianluigi De Geronimo, Zhong He and Yufeng Zhu are stockholders of H3D, Inc.

Authorization for the University to enter into an agreement with Mood Lifters, LLC

An agreement with Mood Lifters, LLC was approved.

- 1. The parties to the contract are the Regents of the University of Michigan and its MHealthy and Mood Lifters, LLC.
- 2. The agreement is for a duration of three years at a total cost not to exceed \$100,000. Mood Lifters, LLC will be supplying all the necessary resources and personnel to fulfill this contract. The remaining base contract terms and conditions are typical to those used in Procurement Services' after advice from the Office of General Counsel.
- 3. The pecuniary interest arises from the fact that University of Michigan employee Patricia J. Deldin, is the owner of Mood Lifters, LLC.

Authorization for the University to transact with Pincause, Inc.

An agreement with Pincause, Inc. was approved.

- 1. The parties to the contract are the Regents of the University of Michigan, its Museum of Art and Pincause, Inc.
- 2. The agreement is for a one time purchase at a total cost not to exceed \$200. Pincause, Inc. will be supplying all the necessary resources and personnel to fulfill this contract. The remaining base contract terms and conditions are typical to those used in Procurement Services' standard templates for other similar contracts entered into by the regents.
- 3. The pecuniary interest arises from the fact that University of Michigan employee Katharine Lind is owner of Pincause, Inc.

Authorization for the University to enter into an agreement with Competing Values, LLC

An agreement with Competing Values, LLC was approved.

- 1. The parties to the contract are the Regents of the University of Michigan, its School of Nursing and Competing Values, LLC.
- 2. The agreement is for a one time purchase at a total cost not to exceed \$27,000. Competing Values, LLC will be supplying all the necessary resources and personnel to fulfill this contract. The remaining base contract terms and conditions were tailored to meet the particular needs of this contract and have been approved by Procurement Services after advice from the Office of General Counsel.
- 3. The pecuniary interest arises from the fact that University of Michigan employee Jeffrey DeGraff is a member of Competing Values, LLC.

Authorization for the University to transact with Melisa M. Schuster

An agreement with Melisa M. Schuster was approved.

- 1. The parties to the contract are the Regents of the University of Michigan, its Department of Psychiatry and Melisa M. Schuster.
- 2. The agreement is for a one time purchase at a total cost not to exceed \$10,000. Melisa M. Schuster will be supplying all the necessary resources and personnel to fulfill this contract. The remaining base contract terms and conditions are typical to those used in Procurement Services' standard templates for other similar contracts entered into by the regents.
- 3. The pecuniary interest arises from the fact that University of Michigan employee Melisa Schuster is creator and distributor of Melisa M. Schuster.

Authorization for the University to transact with Invenio Imaging, Inc.

An agreement with Invenio Imaging, Inc. was approved.

- 1. The parties to the contract are the Regents of the University of Michigan, its Department of Neurosurgery and Invenio Imaging, Inc.
- 2. The agreement is for a duration of one year at a total cost not to exceed \$9,800. Invenio Imaging, Inc. will be supplying all the necessary resources and personnel to fulfill this contract. The remaining base contract terms and conditions are typical to those used in Procurement Services' standard templates for other similar contracts entered into by the regents.
- 3. The pecuniary interest arises from the fact that University of Michigan employee Daniel Orringer is chair of the medical advisory board, director and stockholder of Invenio Imaging, Inc.

Subcontract Agreement between the University of Michigan and Amphionic LLC A subcontract agreement with Amphionic LLC to fund a NASA (prime) SBIR

Phase II project entitled, "Dust-free fabrication of uranium and plutonium oxide powders for radioisotope systems, nuclear thermal rockets, nuclear electric propulsion, and surface power reactors" (ORSP #19-PAF05305) was approved.

- 1. The parties to the contract are the Regents of the University of Michigan, its Department of Nuclear Engineering and Radiological Sciences and Amphionic LLC.
- 2. The terms of the agreement conform to university policy. The period of performance for the project is approximately two (2) years. The amount of funding support will not exceed \$209,574. Since research projects are often amended, this agreement includes provisions for changes in time and scope. University procedures for approval of these changes will be followed and additional conflict of interest review will be done as appropriate.
- 3. The pecuniary interest arises from the fact that University of Michigan employee Mark Hammig is part owner of Amphionic LLC.

Amendment to Master Agreement between the University of Michigan and Arbor Research Collaborative for Health

An amendment to master agreement with Arbor Research Collaborative for Health to continue to support research projects at the university and desires to use facilities of the university for projects related to research was approved.

- 1. The parties to the contract are the Regents of the University of Michigan and Arbor Research Collaborative for Health.
- 2. The university will continue to use standard procedures for performance of projects as well as provisions implementing university and federal policies related to intellectual property and publications. The university has amended the agreement with Arbor Research Collaborative for Health to extend the end date of the agreement to August 31, 2021 and increase the funding authorization cap so that the total authorization will not exceed \$20,000,000. The university will continue to use standard sponsored

project accounting procedures to determine the cost of each project under this agreement. Budgets will be reviewed and approved by authorized representatives of the applicable department(s) and school(s)/college(s) where projects will be performed. The agreement will allow the university and Arbor Research Collaborative for Health to specify projects that the university will conduct under the terms of the agreement. Since sponsored projects are often amended, the agreement will include provisions for changes in the time and scope of each supported project. University procedures for approval of each project will be followed and additional conflict of interest review will be done on a project-by-project basis.

3. The pecuniary interest arises from the fact that University of Michigan employees Marianne Udow-Phillips and Paula Lantz are paid members of the board of directors of Arbor Research Collaborative for Health.

Research Agreement between the University of Michigan and Eli Lilly and Company

A research agreement with Eli Lilly and Company to fund a project entitled,

"Iron(III)-Catalyzed Carbonyl-Olefin Matethesis" (ORSP #19-PAF05900) was approved.

- 1. The parties to the contract are the Regents of the University of Michigan, its Department of Chemistry and Eli Lilly and Company.
- 2. The terms of the agreement conform to university policy. The period of performance for the project is approximately one (1) year. The amount of funding support will not exceed \$100,000. Since research projects are often amended, this agreement includes provisions for changes in time and scope. University procedures for approval of these changes will be followed and additional conflict of interest review will be done as appropriate.
- 3. The pecuniary interest arises from the fact that University of Michigan employee Dr. Marschall Runge is a paid member of the board of directors of Eli Lilly and Company.

Research Agreement between the University of Michigan and Eli Lilly and Company

A research agreement with Eli Lilly and Company to fund a project entitled, "I4V-

MC-JAJA: A Randomized, Active-Controlled, Parallel-Group, Phase 3b/4 Study of Baricitinib in Patients with Rheumatoid Arthritis" (ORSP #19-PAF06072) was approved.

- 1. The parties to the contract are the Regents of the University of Michigan, its Department of Internal Medicine and Eli Lilly and Company.
- 2. The terms of the agreement conform to university policy. The period of performance for the project is approximately eight (8) years. The amount of funding support will not exceed \$330,000. Since research projects are often amended, this agreement includes provisions for changes in time and scope. University procedures for approval of these changes will be followed and additional conflict of interest review will be done as appropriate.
- 3. The pecuniary interest arises from the fact that University of Michigan employee Dr. Marschall Runge is a paid member of the board of directors of Eli Lilly and

Company.

Subcontract Agreement between the University of Michigan and GreenMark Biomedical Inc.

A subcontract agreement with GreenMark Biomedical Inc. to fund an NIH (prime)

SBIR Phase II project entitled, "Bioresorbable Nanoparticles for Visual Detection of

Early-Stage Dental Caries" (ORSP #19-PAF04053) was approved.

- 1. The parties to the contract are the Regents of the University of Michigan, its Department of Cariology, Restorative Sciences and Endodontics and GreenMark Biomedical Inc.
- 2. The terms of the agreement conform to University policy. The period of performance for the project is approximately two (2) years. The amount of funding support will not exceed \$477,182. Since research projects are often amended, this agreement includes a provision for changes in time and scope. University procedures for approval of these changes will be followed and additional conflict of interest review will be done as appropriate.
- 3. The pecuniary interest arises from the fact that University of Michigan employee Joerg Lahann is a member of the board of directors of GreenMark Biomedical Inc.

License Agreement between the University of Michigan and HiPer Fiber, LLC

A license agreement with HiPer Fiber, LLC to license from the University of

Michigan the university's rights associated with the following technologies was approved:

UM OTT File No. 2018-361 entitled, "Striated Street Fibers"; and UM OTT File No. 2018-452 entitled, "Method for Striating Steel Fibers"

- The parties to the contract are the Regents of the University of Michigan and HiPer Fiber, LLC.
- 2. Agreement terms include granting HiPer Fiber, LLC an exclusive license with the right to grant sublicenses. HiPer Fiber, LLC will pay a 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.
- 3. The pecuniary interest arises from the fact that University of Michigan employees Sherif El-Tawil and Yuh-Shiou Tai are part owners of HiPer Fiber, LLC.

Subcontract Agreement between the University of Michigan and MDI Therapeutics, Inc.

A subcontract agreement with MDI Therapeutics, Inc. to fund an NIH (prime)

SBIR Phase II project entitled, "Development of a Small Molecule Inhibitor of PAI-1

for the Treatment of Diffuse Cutaneous Systemic Sclerosis – Phase II" (ORSP #19-PAF06283) was approved.

- 1. The parties to the contract are the Regents of the University of Michigan, its Department of Internal Medicine and MDI Therapeutics, Inc.
- 2. The terms of the agreement conform to University policy. The period of performance for the project is approximately two (2) years. The amount of funding support will not exceed \$245,894. Since research projects are often amended, this agreement includes a provision for changes in time and scope. University procedures for approval of these changes will be followed and additional conflict of interest review will be done as appropriate.
- 3. The pecuniary interest arises from the fact that University of Michigan employees Daniel Lawrence and Enming Su are part owners of MDI Therapeutics, Inc.

Research Agreement between the University of Michigan and MeiraGTx Limited

A research agreement with MeiraGTx Limited to fund a project entitled, "Long-term follow-up study of participants following an open label, multi-centre, Phase I/II dose escalation trial of a recombinant adeno-associated virus vector (AAV2/8-hCARp.hCNGB3) for gene therapy of adults and children with achromatopsia owing to defects in CNGB3" (ORSP #19-PAF05230) was approved.

- 1. The parties to the contract are the Regents of the University of Michigan, its Department of Ophthalmology and Visual Sciences and MeiraGTx Limited.
- 2. The terms of the agreement conform to university policy. The period of performance for the project is approximately six (6) years. The amount of funding support will not exceed \$697,166. Since research projects are often amended, this agreement includes provisions for changes in time and scope. University procedures for approval of these changes will be followed and additional conflict of interest review will be done as appropriate.
- 3. The pecuniary interest arises from the fact that University of Michigan employee Robin Ali is the chief scientific officer and part owner of MeiraGTx Limited.

Sponsored Activity Agreement between the University of Michigan and MeiraGTx Limited

A sponsored activity agreement with MeiraGTx Limited to fund a sponsored activity entitled, "Meira CSA for Clinical Trial Support" (ORSP #19-PAF06723) was approved.

- 1. The parties to the contract are the Regents of the University of Michigan, its Department of Ophthalmology and Visual Sciences and MeiraGTx Limited.
- 2. The terms of the agreement conform to university policy. The period of performance for the project is approximately five (5) years. The amount of funding support will not exceed \$998,975. Since research projects are often amended, this agreement includes provisions for changes in time and scope. University procedures for

- approval of these changes will be followed and additional conflict of interest review will be done as appropriate.
- 3. The pecuniary interest arises from the fact that University of Michigan employee Robin Ali is the chief scientific officer and part owner of MeiraGTx Limited.

Subcontract Agreement between the University of Michigan and MoxyTech, Inc.

A subcontract agreement with MoxyTech, Inc. to fund an NIH (prime) STTR Phase I project entitled, "STTR Clinical Augmented Reality and Artificial Intelligence to Objectively Detect and Map Pain" (ORSP #19-PAF06481) was approved.

- 1. The parties to the contract are the Regents of the University of Michigan, its Department of Prosthodontics and MoxyTech, Inc.
- 2. The terms of the agreement conform to University policy. The period of performance for the project is approximately one (1) year. The amount of funding support will not exceed \$90,514. Since research projects are often amended, this agreement includes a provision for changes in time and scope. University procedures for approval of these changes will be followed and additional conflict of interest review will be done as appropriate.
- 3. The pecuniary interest arises from the fact that University of Michigan employee Alexandre DaSilva is part owner of MoxyTech, Inc.

License Agreement between the University of Michigan and NewHaptics Corp.

A license agreement with HiPer Fiber, LLC to license from the University of Michigan the university's rights associated with the following technology was approved: UM OTT File No. 5928 entitled, "Dual-layer Surface Haptic Device"

- 1. The parties to the contract are the Regents of the University of Michigan and NewHaptics Corp.
- 2. Agreement terms include granting NewHaptics Corp. an exclusive license with the right to grant sublicenses. NewHaptics Corp. will pay a royalty on sales and reimburse patent costs. The university may receive equity in NewHaptics Corp., along with the right to purchase more equity. 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.
- 3. The pecuniary interest arises from the fact that University of Michigan employees Richard Brent Gillespie, Maire Sile O'Modhrain and Alexander Russomanno are part owners of NewHaptics Corp.

Subcontract Agreement between the University of Michigan and NewHaptics Corp.

A subcontract agreement with NewHaptics Corp. to fund an NIH (prime) Phase I SBIR project entitled, "Microfluidic technology for a full-page braille and graphical tactile display" (ORSP #19-PAF01234) was approved.

- 1. The parties to the contract are the Regents of the University of Michigan, its School of Information and NewHaptics Corp.
- 2. The terms of the agreement conform to University policy. The period of performance for the project is approximately one (1) year. The amount of funding support will not exceed \$43,973. Since research projects are often amended, this agreement includes a provision for changes in time and scope. University procedures for approval of these changes will be followed and additional conflict of interest review will be done as appropriate.
- 3. The pecuniary interest arises from the fact that University of Michigan employees Richard Brent Gillespie, Maire Sile O'Modhrain and Alexander Russomanno are part owners of NewHaptics Corp.

Subcontract Agreement between the University of Michigan and NewHaptics Corp.

A subcontract agreement with NewHaptics Corp. to fund an NSF (prime) Phase I STTR project entitled, "Microfluidic technology for a full-page braille and graphical tactile display" (ORSP #19-PAF03591) was approved.

- 1. The parties to the contract are the Regents of the University of Michigan, its School of Information and NewHaptics Corp.
- 2. The terms of the agreement conform to University policy. The period of performance for the project is approximately one (1) year. The amount of funding support will not exceed \$68,030. Since research projects are often amended, this agreement includes a provision for changes in time and scope. University procedures for approval of these changes will be followed and additional conflict of interest review will be done as appropriate.
- 3. The pecuniary interest arises from the fact that University of Michigan employees Richard Brent Gillespie, Maire Sile O'Modhrain and Alexander Russomanno are part owners of NewHaptics Corp.

Subcontract Agreement between the University of Michigan and NOTA Laboratories LLC

A subcontract agreement with NOTA Laboratories LLC to fund an NIH (prime) SBIR Phase I project entitled, "Extended Nitric Oxide Delivery Device to Reduce/Prevent Tunneled Dialysis Catheter Infections" (ORSP #19-PAF06223) was approved.

- 1. The parties to the contract are the Regents of the University of Michigan, its Department of Environmental Health Sciences and NOTA Laboratories LLC.
- 2. The terms of the agreement conform to University policy. The period of performance for the project is approximately one (1) year. The amount of funding support will not exceed \$69,952. Since research projects are often amended, this agreement includes a provision for changes in time and scope. University procedures for approval of these changes will be followed and additional conflict of interest review will be done as appropriate.
- 3. The pecuniary interest arises from the fact that University of Michigan employees Mark Meyerhoff, Mark Zacharek and Marc Hershenson are part owners of NOTA Laboratories LLC.

Subcontract Agreement between the University of Michigan and Opsidio, Inc.

A subcontract agreement with Opsidio, Inc. to fund a NIH (prime) STTR Phase II project entitled, "Therapeutic Mabs for Chronic Kidney Disease" (ORSP #19-PAF06178) was approved.

- 1. The parties to the contract are the Regents of the University of Michigan, its Department of Pathology and Opsidio, Inc.
- 2. The terms of the agreement conform to University policy. The period of performance for the project is approximately two (2) years. The amount of funding support will not exceed \$493,810. Since research projects are often amended, this agreement includes a provision for changes in time and scope. University procedures for approval of these changes will be followed and additional conflict of interest review will be done as appropriate.
- 3. The pecuniary interest arises from the fact that University of Michigan employees Steve Kunkel and Nicholas Lukacs are part owners of Opsidio, Inc.

Subcontract Agreement between the University of Michigan and PhotoSonoX LLC

A subcontract agreement with PhotoSonoX LLC to fund an NIH (prime) STTR

Phase I project entitled, "Novel Nanosecond Laser and Ultrasound to Selectively Treat

Eye Neovascularization" (ORSP #19-PAF06046) was approved.

- 1. The parties to the contract are the Regents of the University of Michigan, its Department of Ophthalmology and Visual Sciences and PhotoSonoX LLC.
- 2. The terms of the agreement conform to University policy. The period of performance for the project is approximately one (1) year. The amount of funding support will not exceed \$75,127. Since research projects are often amended, this agreement includes a provision for changes in time and scope. University procedures for approval of these changes will be followed and additional conflict of interest review will be done as appropriate.
- 3. The pecuniary interest arises from the fact that University of Michigan employees Xueding Wang and Dr. Yannis Paulus are part owners of PhotoSonoX LLC.

Subcontract Agreement between the University of Michigan and PhotoSonoX LLC

A subcontract agreement with PhotoSonoX LLC to fund an NIH (prime) SBIR Phase I project entitled, "The development of a high intensity ultrasoundaided laser thermal ablation system" (ORSP #19-PAF06463) was approved.

- 1. The parties to the contract are the Regents of the University of Michigan, its Department of Biomedical Engineering and PhotoSonoX LLC.
- 2. The terms of the agreement conform to University policy. The period of performance for the project is approximately six (6) months. The amount of funding support will not exceed \$74,250. Since research projects are often amended, this agreement includes a provision for changes in time and scope. University procedures for approval of these changes will be followed and additional conflict of interest review will be done as appropriate.
- 3. The pecuniary interest arises from the fact that University of Michigan employees Xueding Wang and Dr. Yannis Paulus are part owners of PhotoSonoX LLC.

Subcontract Agreement between the University of Michigan and Prove Concepts, LLC

A subcontract agreement with Prove Concepts, LLC to fund an NIH (prime) STTR

Phase I & II project entitled, "Long Term Pulsatile Delivery of PTH to Treat

Osteoporosis" (ORSP #19-PAF06354) was approved.

- 1. The parties to the contract are the Regents of the University of Michigan, its Department of Biologic and Materials Science and Prove Concepts, LLC.
- 2. The terms of the agreement conform to University policy. The period of performance for the project is approximately three (3) years. The amount of funding support will not exceed \$561,600. Since research projects are often amended, this agreement includes a provision for changes in time and scope. University procedures for approval of these changes will be followed and additional conflict of interest review will be done as appropriate.
- 3. The pecuniary interest arises from the fact that University of Michigan employee Peter Ma is part owner of Prove Concepts, LLC.

Subcontract Agreement between the University of Michigan and Soar Technology, Inc.

A subcontract agreement with Soar Technology, Inc. to fund a DARPA (prime) project entitled, "AWARE – A Self-Aware Architecture for Robust, Long-Duration Autonomy" (ORSP #19-PAF04496) was approved.

- 1. The parties to the contract are the Regents of the University of Michigan, its Department of Naval Architecture & Marine Engineering and Soar Technology, Inc.
- 2. The terms of the agreement conform to University policy. The period of performance for the project is approximately one (1) year. The amount of funding support will not

exceed \$150,000. Since research projects are often amended, this agreement includes a provision for changes in time and scope. University procedures for approval of these changes will be followed and additional conflict of interest review will be done as appropriate.

3. The pecuniary interest arises from the fact that University of Michigan employee John Laird is part owner of Soar Technology, Inc.

License Agreement between the University of Michigan and Sublime, LLC

A license agreement with Sublime, LLC to license from the University of Michigan the university's rights associated with the following technologies was approved:

UM OTT File No. 6705 entitled, "Method to Enhance Bioavailability of Organic Small Molecule Medicines";

UM OTT File No. 7570 entitled, "Precision Bio-Chemotronic Devices and Systems"; and

UM OTT File No. 2018-445 entitled, "Process and Apparatus for Creating Pharmaceutical Cocrystals"

- 1. The parties to the contract are the Regents of the University of Michigan and Sublime, LLC.
- 2. Agreement terms include granting Sublime, LLC an exclusive license with the right to grant sublicenses. Sublime, LLC will pay a royalty on sales and reimburse patent costs. The university may receive equity in Sublime, LLC, along with the right to purchase more equity. 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.
- 3. The pecuniary interest arises from the fact that University of Michigan employee Max Shtein is part owner of Sublime, LLC.

Academic calendar for 2012-2022 for the UM-Ann Arbor Campus

On a motion by Regent White, seconded by Regent Behm, the regents unanimously approved the academic calendar for 2021-2022 as presented.

Academic calendar for 2021-2022 for the UM-Dearborn Campus

Chancellor Grasso presented the academic calendar for approval that incorporates a Thanksgiving week break in lieu of the Fall study break beginning with the 2021-2022 academic year.

On a motion by Regent Ilitch, seconded by Regent White, the regents unanimously approved the academic calendar as presented.

Resolution Delegating Duties and Responsibilities Concerning Federally Classified Information

On a motion by Regent Behm, seconded by Regent White, the regents unanimously approved the Resolution Delegating Duties and Responsibilities Concerning Access to, Management, Handling and Protection of Federally-Classified Information as presented.

Public Comment

The regents heard public comments from: Deborah Roundtree, faculty, and Amytess Girgis, student, on a campaign to direct more university resources to UM-Dearborn/Flint

Regent Bernstein thanked the speakers for the thoughtful activism on this issue. He said, "Over the past several months I've spent time on all three campuses to learn more about the disparities between them. I am very grateful to the students, faculty and staff who took time to speak with me. I want to share some ideas informed by these dialogues. The three UM campuses are different but have the same obligations, responsibilities, opportunities and mission to allow all of our student, faculty and staff to succeed. Fortunately, we have a governance structure and constitutional authority to empower this unified work. We have one Board of Regents for all three campuses as a whole, and until the mid-80s we had one budget, and we have one president, who I have great support and admiration for. This is a university that goes all-in on things, whether building and infrastructure, the Medical Center, DEI or athletics. I think we have to be all-in here in Dearborn and in Flint. This entails big and small things. I went with

Regents Ilitch and Brown to the student recovery commencement, an amazing organization in Ann Arbor that is not available in Dearborn or Flint, and it would be powerful and supportive there as well. Athletics and curricular changes, library resources, veteran affairs, the Go Blue Guarantee, transparency in the transfer of credits — there is a long list that we can focus on together to honor our greatest aspirations. It goes both ways, Dearborn and Flint benefit Ann Arbor as well. There is much to be learned on this campus from the student, faculty and staff. Finally, I'm eager to work to achieve our highest aspirations for what a great university can accomplish in the communities we serve."

Public comments continued with Melissa Beck, faculty, on retaliation and/or unfulfilled budgets due to lecturer raises; D.J. Trela, faculty, and Austin Oble, student, on a campaign to direct more university resources to UM-Dearborn/Flint; and Melissa Boyd, citizen, on a request for memorial bench in Wilson Park in Flint, MI.

Regent Ilitch extended her sympathies for the loss of her husband. She asked for information on the process for putting a bench in the park.

Vice President Churchill said that there is naming policy that can be shared that is also on the website. It prescribes how all spaces on campus are named.

Public comments continued with Lia Fabbri, student, on a campaign to direct more university resources to UM-Dearborn/Flint; Douglas Kelbaugh, faculty, on UM combatting climate change; Greg Fiedler, alumnus, on the placement of memorial bench at Wilson Park, Flint campus; Knute Nadelhoffer, faculty, on recommendations for meeting carbon neutrality goals; Kirsten Herold, faculty, on SMTD implementation of the new LEO contract; Kathleen Rubin, faculty, on Student Coalition of Progressive

Empowerment; Edward Samir Harake, student, on implementation of the CSG-passed resolution for well-being fee; and Jane Esper Vogel, alumna, on creating a culture to drive UM toward carbon action.

Regent Weiser thanked the speakers for their comments and their passion on the issues brought forward.

Adjournment

The meeting was adjourned at 5:40 p.m. The next meeting will take place on June 20, 2019 on the Ann Arbor campus.