

THE UNIVERSITY OF MICHIGAN
REGENTS COMMUNICATION

ACTION REQUEST

Subject: Commercialization Agreements with the University of Michigan

Action Requested: Approval of Commercialization Agreements

Preamble:

Statutory conflicts of interest situations were identified by Innovation Partnerships while reviewing commercialization agreements that then triggered a review by the Medical School Conflict of Interest Board and/or the UMOR Conflict of Interest Review Committee. Plans for management of the possible risks associated with the conflicts of interest will be developed and approved by the Board and/or Committee and may require agreement by the parties involved.

These proposed commercialization agreements (“Agreements”) fall under the State of Michigan Conflict of Interest Statute because employees of the University of Michigan (“University”) have outside activities, relationships, or interests in the companies described in Attachment A. The law permits such Agreements provided they are disclosed to the Board of Regents (“Regents”) of the University and approved in advance by a 2/3 vote.

Background:

These companies were formed to commercialize University technologies and desire to option, license, or reassign the University’s rights associated with them. Innovation Partnerships selected these companies as University partners and negotiated the terms of the proposed agreements in accordance with University policy and its accepted licensing principles.

Agreement Terms Include:

The University will retain ownership of the optioned, licensed, or reassigned technologies and may continue to further develop and use them internally. No use of University services or facilities, nor any assignment of University employees, is obligated or contemplated under the Agreements. Standard disclaimers of warranties and indemnification apply, and the Agreements 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. Terms specific to each Agreement are described in Attachment A.

Net Effect:

Innovation Partnerships has negotiated and finalized the terms of the option, license, or reassignment agreements for patents, technology, or content related to University technologies for particular fields of use. The companies will obtain the right to evaluate, use, and/or commercialize the University technologies. The net effects specific to each Agreement are described in Attachment A.

Recommendations:

These matters have been reviewed and approved by the Medical School Conflict of Interest Board and/or the UMOR Conflict of Interest Review Committee. In light of this disclosure and our finding that the Agreements were negotiated in conformance with standard University practices, I recommend that the Board of Regents approve the Agreements between the University and the companies outlined in Attachment A.

Respectfully submitted,



Rebecca Cunningham
Vice President for Research

July 2023

Attachment A

Agreement #1

License Agreement between the University and Abcon Therapeutics, Inc. Reviewed by the Medical School Conflict of Interest Board		
<u>Innovation Partnerships Intellectual Property File Information</u>		
Number	Title	Inventors
2018-298	Treatment of Autoimmune Diseases by Blockade of Interactions Between CD6 and CD318	David Fox, Feng Lin
2019-110	Novel Cancer Immunotherapy targeting CD6 and/or CD6 Ligands.	David Fox, Jeffrey Ruth
<u>Background</u>		
Abcon Therapeutics, Inc. was formed to commercialize and develop therapeutic antibody drug conjugates and antibodies to treat cancer and other conditions and desires to license the University's rights associated with the technology listed above.		
<u>Net Effects</u>	<u>Agreement Terms</u>	
<ul style="list-style-type: none">Worldwide exclusivePatentsField specific (use of the humanized CD6 monoclonal antibody for treating non-blood cancer)Right to commercialize	Abcon Therapeutics, Inc. will: <ul style="list-style-type: none">Obtain the right to grant sublicensesPay a royalty on salesReimburse patent costs The University will: <ul style="list-style-type: none">Receive equity in Abcon Therapeutics, Inc.	
<u>University Employee; University Title; Relationship with Abcon Therapeutics, Inc.</u>		
<ul style="list-style-type: none">David Fox; Professor, Internal Medicine-Rheumatology; Partial Owner		

Agreement #2

**Reassignment Agreement between the University and Alexis Donneys
Reviewed by the Medical School Conflict of Interest Board**

Innovation Partnerships Intellectual Property File Information

Number	Title	Inventors
7233	Radiolucent Hardware for Reconstructive Surgery Research	Alexis Donneys, Steven Buchman

Background

Dr. Alexis Donneys and the University have agreed to have the University technology described above assigned to Dr. Donneys personally.

Net Effects

- Reassignment
- All fields of use
- Right to commercialize

Agreement Terms

Dr. Alexis Donneys will:

- Pay a royalty on sales

The University will:

- Assign ownership of the technology to Dr. Alexis Donneys
- Retain the right to practice the technology for internal research purposes

University Employee; University Title

- Alexis Donneys; Research Lab Specialist Associate, Orthopaedic Surgery

Agreement #3

**License Agreement between the University and ArtSpective LLC
Reviewed by the UMOR Conflict of Interest Review Committee**

Innovation Partnerships Intellectual Property File Information

Number	Title	Inventors
2022-114	ArtSpective: Perinatal Substance Use - Interventional Platform/App	Clayton Shuman, Michael Rubyan, Carol Boyd, David Choberka
2023-526	ArtSpective: Implicit Bias Training Program/Tool	Clayton Shuman, Michael Rubyan, David Choberka

Background

ArtSpective LLC was formed to commercialize a platform and program that were developed to provide users with implicit bias training utilizing perspective based artwork and desires to license the University's rights associated with the technology listed above.

Net Effects

- Worldwide exclusive
- Copyrights
- All fields of use
- Right to commercialize

Agreement Terms

ArtSpective LLC will:

- Obtain the right to grant sublicenses

The University will:

- Receive equity in ArtSpective LLC

University Employee; University Title; Relationship with ArtSpective LLC

- Clayton Shuman; Assistant Professor, Nursing; Partial Owner