

THE UNIVERSITY OF MICHIGAN

REGENTS COMMUNICATION

Approved by the Regents

December 13, 2007

ACTION REQUEST

Subject: Second Amendment to License Agreement between the University of Michigan and ImBio, LLC

Action Requested: Approval of Second Amendment

Preamble:

A statutory conflict of interest situation was identified by the Office of Technology Transfer while reviewing a technology transfer agreement, which 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 by this Board and agreed to by the parties involved.

This proposed Second Amendment ("Agreement") falls under the State of Michigan Conflict of Interest Statute because Professors Brian Ross and Al Rehemtulla are both employees of the University of Michigan ("University") and are principal owners, directors and officers of ImBio, LLC ("ImBio").

The law permits such an Agreement provided it is disclosed to the executive officers and approved in advance by a 2/3 vote of the Regents of the University of Michigan.

Background:

Drs. Brian D. Ross, Professor in the Department of Radiology and Biological Chemistry, Medical School, and Alnawaz Rehemtulla, Professor in the Department of Radiation Oncology, Medical School are the principal owners, directors and officers of ImBio, a start-up company incorporated in the State of Michigan. They now wish to license from the University of Michigan the following technology:

UM OTT File No. 3812 entitled: "Method of Display and Quantification of Hemodynamic Characteristics in Image Data Sets." Inventors: Brian Ross, Alnawaz Rehemtulla, Thomas Chenevert, Charles Meyer, and Craig Galban

The Office of Technology Transfer selected ImBio 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 ImBio, LLC

Agreement Terms:

Agreement terms include granting ImBio an exclusive license with the right to grant sublicenses. ImBio will pay a royalty on sales and reimburse patent costs. 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. 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 Drs. Ross and Rehemtulla arise from their ownership in ImBio.

Net Effect:

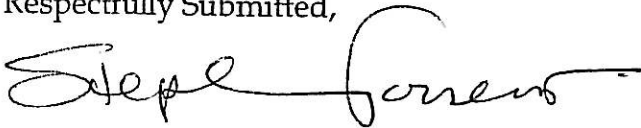
The Office of Technology Transfer has negotiated and finalized the terms of an amendment to our existing exclusive license agreement to add patents related to UM OTT File No. 3812 for the fields of use of magnetic resonance imaging data acquisition and modeling to assess the effectiveness of a particular treatment (e.g., a cancer treatment) directed to a particular tissue region (e.g., a tumor).

ImBio will obtain use and commercialization rights to the above listed University technologies.

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 ImBio, LLC.

Respectfully Submitted,



Stephen R. Forrest
Vice President for Research

December 2007