

THE UNIVERSITY OF MICHIGAN

REGENTS COMMUNICATION

ACTION REQUEST

EXH	MOTION <i>Brandon</i>
	SECOND <i>White</i>
	APPROVED BY THE REGENTS
NOTE:	APR 21 2005

Subject: Reassignment Agreement between the University of Michigan and Steven F. Bolling, M.D.

Action Requested: Approval of Reassignment Agreement

Preamble:

A statutory conflict of interest situation was identified by the Office of Technology Transfer while reviewing the reassignment 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 developed by the Board and agreed to by the parties involved in this plan.

This proposed reassignment agreement ("Agreement") falls under the State of Michigan Conflict of Interest Statute because Professor Steven F. Bolling is an employee of the University and the Agreement is directly between the University and Dr. Bolling. 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.

Background:

Dr. Bolling is a Professor in the Department of Surgery. In April 2002, the University reassigned its rights in UM OTT File No. 1548, "Mitral Valve Reconstruction Ring" to Dr. Bolling. This disclosure resulted in an issued patent, 6,805,710, which Dr. Bolling assigned to Edwards Lifesciences, LLC ("Edwards").

Dr. Bolling has disclosed to the OTT an improvement to the original design of the above-described ring (UM OTT File No. 3085: "Tricuspid Valve Ring for Molding Ventricular Geometry") which Dr. Bolling would also like to patent and include in the original license to Edwards. Since the invention is an improvement over the existing technology, Dr. Bolling would like the University to formally reassign its rights in this disclosure as well.

Parties to the Agreement:

The Regents of the University of Michigan and Steven F. Bolling, M.D.

Reassignment Terms Include:

Reassignment terms include Dr. Bolling being responsible for all patent expenses and paying to the University 15% of royalties, equity, or other value received through subsequent marketing and licensing of the invention.

Dr. Bolling will obtain ownership of the licensed technology and, unless appropriate formal University approvals are obtained, continuing development of the invention will take place without the use of University funds, facilities, or funds administered by the University.

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 contract may be amended by consent of the parties. University procedures for approval of these changes will be followed and additional review by the Medical School Conflict of Interest Board will be done as appropriate.

Pecuniary Interest:

The pecuniary interests of Dr. Bolling arise from his future ownership of the technology.

Net Effect:

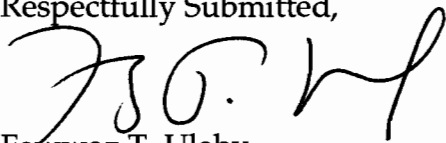
The Office of Technology Transfer has negotiated and finalized the terms of a reassignment agreement.

Dr. Bolling will obtain use and commercialization rights to the above listed University technology.

Recommendations:

This matter has been reviewed and approved by the Medical School's Conflict of Interest Board and a plan has been developed to manage the potential risks associated with the conflict of interest. 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 Reassignment Agreement between the University and Dr. Bolling.

Respectfully Submitted,



Fawwaz T. Ulaby
Vice President for Research

April 2005