

THE UNIVERSITY OF MICHIGAN

REGENTS COMMUNICATION

ACTION REQUEST

EXH

MOTION *Newman*  
 SECOND *Maimard*  
 ACTION APPROVED BY THE REGENTS

NOTE: SEP 15 2005

Subject: Amendment to License Agreement between the University of Michigan and Michigan Critical Care Consultants, Inc.

Action Requested: Approval of Amendment to License Agreement

Preamble:

A statutory conflict of interest situation was identified by the Office of Technology Transfer while reviewing the 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 in this agreement.

This proposed amendment to license agreement ("Agreement") falls under the State of Michigan Conflict of Interest Statute because Professor Bartlett is both an employee of the University of Michigan ("University") and a partial owner, Scientific Advisory Board member and consultant to Michigan Critical Care Consultants, Inc. ("MC3"). 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. Robert Bartlett, an Emeritus Professor in Internal Medicine, is the partial owner of, Scientific Advisory Board member of, and consultant to a for-profit company called MC3. MC3 was formed to commercialize a number of polymer technologies which were originally licensed from the University in 2003. MC3 is interested in adding two new technologies to their current license. Dr. Bartlett is not an inventor on either of these files. They are:

UM OTT File No. 1937p1, entitled: "Biocatalytic Generation of Nitric Oxide" (Mark Meyerhoff, Melissa Batchelor-Reynolds and Bong Kyun Oh)

UM OTT File No. 2936, entitled: "Multi-Functional Biocompatible Coatings for Intravascular Devices (Mark Meyerhoff and Zhengrong Zhou).

Parties to the Agreement:

The Regents of the University of Michigan and MC3.

Licensing Terms:

The Agreement will add two technologies to MC3's current exclusive license with the right to grant sublicenses. MC3 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 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. Bartlett arise from his ownership interest in MC3. He has waived any personal participation in the sharing of revenue received by the University.

Net Effect:

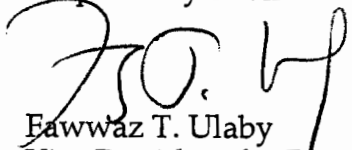
The Office of Technology Transfer has negotiated and finalized the terms of an amendment to the existing license agreement for patents related to UM OTT File No. 1937p1 and 2936 for all fields.

MC3 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 Amendment to License Agreement between the University and MC3.

Respectfully Submitted,

  
Fawwaz T. Ulaby  
Vice President for Research

September 2005