SUBMITTED BY: **STEPHEN M. LANIER, VICE PRESIDENT FOR RESEARCH**

UNIVERSITY CONTRACT TO LICENSE A TECHNOLOGY TO A COMPANY OWNED BY A COLLEGE OF LIBERAL ARTS AND SCIENCE FACULTY

RECOMMENDATION

The Administration recommends the Board of Governors authorize the President or his designee to contract with Juvabis AG (Company) to enter into an exclusive license for commercialization of the intellectual property encompassing the technology related to improved antibiotics derivatives.

BACKGROUND

David Crich, Ph.D., Schaap Professor of Chemistry in the College of Liberal Arts and Science at Wayne State University, is a co-inventor of improved antibiotics including Apramycin, Neomycin and Paramoycin derivatives developed under a Collaborative Research Agreement with University of Zurich (UZH) and Prof Andrea Vasella. The technology is described in WSU Tech ID: 17-1415, 17-1397, 17-1396, 17-1449, 17-1450, 16-1392 and embodied in patent applications PCT/US2018/026547 and PCT/US2018/030447.

Juvabis was founded around a proprietary technology developed by researchers at the University of Zurich and incorporated in 2016 in Switzerland. Dr. David Crich is a co-founder along with Dr. Erik Bottger, Dr. Andrea Vasella, Dr. Gunter Festel and Dr. Sven Hobbie. It is the intent of Juvabis to further develop and commercialize the Technology.

Michigan Conflict of Interest law requires specific sunshine procedures in order for a University employee, or a company owned by a University employee, to contract directly or indirectly with the University:

(A) The employee must disclose a pecuniary interest in the contract to the Board and the disclosure must be made a matter of record in the Board's proceedings.

(B) The contract must be approved by a vote of not less than two-thirds of the full membership of the Board in open session.

(C) The Board's minutes must report:

(i) The name of each party involved in the contract.

(ii) The terms of the contract, including duration, financial consideration between parties, facilities or services of the public entity included in the contract, and the nature and degree of assignment of employees of the public entity for fulfillment of the contract.

(iii) The nature of any pecuniary interest.

If the Board approves this Recommendation, the minutes will report as follows:

The Board of Governors authorized the President, or his designee, to contract with Juvabis AG.

(i) The parties involved in the contract are Wayne State University, University of Zurich, and Juvabis AG.

(ii) The contract will provide:

(a) Scope: An option to acquire an exclusive, worldwide royalty bearing license.

(b) Duration: the term of the option shall be for twelve (12) months.

(c) Financial consideration of:

(1) Option fee of $17,707.

(2) 100% of the Actual Patent Expenses incurred after the effective date.

(d) No University employees are assigned in connection with the licensing contract.

(e) No University facilities or services of the University are included in the contract.

(iii) Dr. Crich's pecuniary interest consists of the current 18.4% ownership of Juvabis AG. and he will therefore have the potential to financially benefit from the commercialization of the University's intellectual property known as "Apramycin, Neomycin and Paramoycin derivatives."