

SUBMITTED BY: STEPHEN LANIER, PH.D., VICE PRESIDENT FOR RESEARCH

**UNIVERSITY CONTRACT FROM
QUANTUM PATHOLOGY
(Q PATHOLOGY)
A COMPANY CO-OWNED BY A
SCHOOL OF MEDICINE FACULTY**

RECOMMENDATION

The Administration recommends that the Board of Governors authorize the President or his designee to enter into a contract with Quantum Pathology (Q Pathology). The contract is for evaluation of a naturally occurring zinc binding peptide and its ability to stimulate cytokine production using techniques available in Dr. Ananda Prasad’s laboratory.

BACKGROUND

Ananda Prasad, M.D., Ph.D., distinguished professor of oncology, School of Medicine, was the first person to show that zinc is essential to humans and that zinc deficiency occurred in the Middle East. He also noted that many of these early-onset zinc deficient individuals died in their mid-20s from pneumonia or parasitic infections and he interpreted this to indicate that zinc affected the immune system. He also reported that zinc deficiency decreased thymulin activity and the generation of Th-1 cytokines. In 1974 his reports led to the National Research Council to declare that zinc was essential for humans; his recommendations were adopted by the US Congress.

Q Pathology was founded in 2018 by Octavian Bucur, M.D., Ph.D., co-founder and CEO, and Bhanu P. Jena, Ph.D., co-founder and president. Q Pathology is a next generation medical services company and is also registered with the National Institutes of Health as a contract research organization. Q Pathology seeks to support preliminary studies and potentially ongoing research regarding the role of zinc and zinc-binding agents and their analogues in biology. They reached out to Professor Prasad to assist with the design and development of experimental procedures that can better characterize how zinc regulates the immune system and, specifically, the role in regulating cytokine production.

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 any 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 the 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 enter into an agreement to provide up to \$240,000 in services with Q Pathology.

(i) The parties involved in the contract are Wayne State University and Q Pathology.

(ii) The contract will provide:

(a) This contract is for the generation of preliminary data that can be evaluated for development into a multi-year research study.

(b) Duration: The contract will be for three months.

(c) Financial Consideration: The amount of the contract will not exceed \$240,000, which includes Q Pathology's indirect cost rate of 20%.

(d) University facilities to be utilized include laboratories in the Lande Building and the Elliman research building and/or facilities available in the Karmanos Cancer Center

(e) Employees Assigned to the Services: Ananda Prasad, M.D., Ph.D., distinguished professor of oncology, School of Medicine will be the principal investigator and Dr. Andrew Fribley, or Dr. Prasad's designee, will serve as a co-investigator for these services to prevent any conflicts of interest, real or perceived, that may arise in the conduct of the laboratory services.

(iii) Dr. Bhanu Jena's pecuniary interest consists of co-ownership of Q Pathology. He receives no compensation from Q Pathology nor from this contract. As a co-founder of Q Pathology he has the potential to financially benefit from the commercial success of the company.