

**SUBMISSION FORM**  
University System/Employee Intellectual Property Joint Participation  
MUSP 407

This form is to be submitted with any Board of Regents item whereby a campus seeks the approval of an agreement with or arrangement regarding an employee pursuant to [20-25-109 MCA](#) and [Regents Policy 407](#).

When the submission concerns matters of trade secrets or confidential business information, or any other matter entitled to privacy under state or federal law (e.g., the federal statute known as Bayh/Dole) the submitting campus may request consideration of the submission, in whole or in part, in executive session.

The submitting campus should also provide the Commissioner a copy of the contract(s) that form the basis for the cooperative arrangement for which approval is sought. Submission of the contract does not indicate a conclusion that all or part of the contract is a public document and the question of whether it is in whole or in part protected from public disclosure will be evaluated on a case by case basis.

**1. Summarize the nature of the intellectual property that was developed by the employee seeking approval. Indicate the sources of funding for the research that resulted in this invention.**

The intellectual property is a line of chemically defined supplements for cell cultures. Each line of supplements is tailored to the needs of a specific cell type or application, as different cells need different types of nutrients. The developed supplements only provide nutrients and growth factors that are beneficial to the cell type, minimizing confounding variables and eliminating the risk of contamination that is common from use of animal derived products such as serum and serum albumin.

The funding from this research came from the Ford Foundation Fellowship, the Montana Board of Research and Commercialization Technology, and the Montana Research and Economic Develop Initiative.

**2.**

**a. Name(s) of the university employee(s) involved.**

- Dr. Elizabeth (“Tess”) Corbin
  - Inventor of intellectual property; Dr. Corbin holds a PhD in Biochemistry from Montana State Univeristy
  - Teaching Lab Manager in the Department of Microbiology and Immunology at Montana State University
  - Owner of start-up company Integralabs, LLC

**b. Name(s) of business entity(ies) involved.**

Integralabs, LLC, a new start-up based in Bozeman, MT.

**3. The university and employee(s) are seeking approval for (check as many as appropriate):**

- a.  The employee to be awarded equity interest in the business entity
- b.  The employee to serve as a member of the board of directors or other governing board of the business entity
- c.  The employee to accept employment from the business entity
- d.  Other. Please explain.

4.

- a. **Summarize the nature of the relationship between the university and the business entity (e.g., the entity is licensing the intellectual property from the university, the entity is co-owning the intellectual property with the university).**

Integralabs, LLC, is a business entity specifically formed and wholly owned by Dr. Elizabeth Corbin to license the IP she invented from MSU for the expressed purpose of commercial development of the technology. The business entity recently licensed the IP from MSU. This confidential document is available upon request. Dr. Corbin will be seeking external funding to pursue commercial development of the technology.

- b. **The proposed duration of the agreement or arrangement.**

The License Agreement was executed this summer, and Integralabs includes fees to be paid to MSU and includes performance milestones and royalty payments in the event the technology is commercialized. The Agreement will remain in effect until the last patent for the licensed technology has expired or been abandoned.

- c. **The conditions under which the agreement may be terminated or dissolved.**

MSU can terminate the agreement for the following reasons:

- for non-payment;
- if Integralabs becomes insolvent;
- if royalty payments are underreported/underpaid;
- for failure to satisfy performance milestones
- for a material breach of the terms;
- if Licensee submits a claim that the patent is unenforceable;
- or with ninety days written notice by Licensee.

All License Agreements (and possible future licenses as provided for by Option Agreements) issued by the MSU Technology Transfer Office are contingent upon BOR 407 approval.

**5. Explain specifically how the University System or the State of Montana will likely benefit from the agreement or arrangement.**

- a. The IP is wholly owned by MSU and this agreement allows annual fees and royalties that would generate significant revenue upon successful commercial development of the technology.

- b. This technology removes obstacles for today's advanced cell applications by eliminating the problems associated with using animal derived supplements, thus paving the way for cures for genetic diseases, stem cell therapies and cell-based agriculture.
  - c. Potential for future SBIR's and other funding as the technology advances.
  - d. Could include research opportunities for students.
- 6. Summarize the financial terms of the agreement or arrangement. Include:**
- a. **The value, nature and source of the University's contribution.**  

MSU Technology Transfer is pursuing a patent for this technology. The University will front any accrued patent filing costs, which will be paid back by the company. This agreement, signed by Integralabs, commits the company to cover the attorney costs and initial filing fees.
  - b. **The value and nature of the employee's contribution.**  

Dr. Corbin has contributed personal capital to the company from which the associated option fees will be paid. As an employee of MSU, she will assist in the preparation and completion of the patent filing.
  - c. **The anticipated revenue to be generated by the project and the time line for generating such revenue.**  

MSU will obtain the annual licensing fee as well as royalty payments from all net sales.
  - d. **The manner in which revenue and expenses will be shared by the parties.**  

All revenue and expense information is detailed in the confidential agreement language.
  - e. **The nature of each party's equity interest in the project. If none, so indicate.**  

Dr. Corbin currently holds 100% equity in Integralabs, LLC.