

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.**

A number of items for wellness promotion in American Indian families with small children were developed by lead inventor, Dr. Alexandra K. Adams. These include a series of in-home wellness lessons and related materials to assist families in making healthy choices, including a website and short videos as supporting material. This work was paid for by start-up funds from MT INBRE's NIH grant. These materials were non-exclusive licensed to Turtle Island Tales LLC by MSU.

2.

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

- Alexandra K. Adams MD, PhD
  - Inventor of intellectual property
  - Professor in the Department of Sociology/Anthropology at Montana State University
  - Owner of start-up company: Turtle Island Tales LLC

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

Turtle Island Tales 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).**

Turtle Island Tales LLC is a business entity specifically formed and wholly owned by Dr. Alexandra K. Adams to license the IP from MSU for the expressed purpose of commercial development of the product. The business entity has completed a free, worldwide non-exclusive license to license this IP from MSU.

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

The non-exclusive license agreement is anticipated to be executed this spring to Turtle Island Tales LLC. The duration of the license is not yet known.

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

The agreement shall terminate at the end of the Evaluation Period unless the option is exercised or declined by company, in which event the agreement will terminate at the end of the stipulated negotiation period or upon execution of a non-exclusive license agreement, whichever occurs first. Upon termination, company will be liable for patent prosecution fees incurred during the evaluation period. Such fees will be paid upon termination.

MSU shall have the right to terminate the agreement immediately, without the obligation to provide notice, if company files a claim, including in any way the assertion that any portion of the patent rights is invalid or unenforceable where the filing is by the company, a third party on behalf of the company, or a third party at the written urging of the company.

All non-exclusive 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. Includes research opportunities for students.
- b. The benefits of this program to the State of Montana are that these materials may be used by tribal wellness programs, MSU extension or other healthcare entities to promote wellness and reduce the risk of chronic disease in Montana's tribal and non-Native families and communities.
- c. Additional opportunities for MSU collaboration exist with MSU extension, and potentially tribal wellness programs, or other healthcare entities that could help fund the program in their communities.
- d. The IP is wholly owned by MSU and this agreement would lead to a fully negotiated non-exclusive license with royalties that would generate significant revenue upon successful commercial development of the technology.

**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 has executed a signed a free, non-exclusive worldwide license to Turtle Island tales LLC, and all appropriate IP disclosure and copyright assignments have been obtained by MSU.

**b. The value and nature of the employee's contribution.**

As an employee of MSU, Alexandra K. Adams will contribute to the preparation and completion of MSU filings. As a business owner, Alexandra K. Adams plans to sponsor research at MSU for the mutual benefit of all parties.

**c. The anticipated revenue to be generated by the project and the timeline for generating such revenue.**

Projected revenue is difficult to anticipate at this time given the nature of the work is primarily copyright, not patentable, and will serve highly underserved communities.

**d. The manner in which revenue and expenses will be shared by the parties.**

The current license will allow Turtle Island Tales LLC to sublicense the materials and will pay MSU an annual fee of 25% of all sublicensing income. All 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.**

Alexandra K. Adams holds 100% equity in Turtle Island Tales LLC.