

**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 of Higher Education with a copy of the contract(s) that forms 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.

Elizabeth Johnson is the owner and founder of Loop Clinical Systems, Inc., a health technology company focused on improving clinical trial safety, communication, and operational efficiency. The company develops human-centered technologies that support clinical research teams, sponsors, healthcare providers, and trial participants through real-time information exchange, safety management, and predictive analytics.

2. Name(s) of the university employee(s) involved.

- 1) Dr. Elizabeth Johnson
 - Lead Inventor of intellectual property
 - Assistant Professor, Mark and Robyn Jones College of Nursing

The MSU Office of Research Integrity and Compliance has worked with the named individual to develop a Conflict of Interest Management Plan. The purpose of the plans is to accurately describe the potential conflicts in writing, create explicit agreements to protect against actual conflicts, and to facilitate oversight. A Plan Manager has been assigned to review the case annually and whenever major changes in circumstance occur.

a. Name(s) of business entity(ies) involved.

Loop Clinical Systems, Inc
2509 Annie Street
Bozeman, MT 59718

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).**

Loop Clinical Systems, Inc. is a business entity interested in licensing technology created at MSU. The IP disclosure for this invention was made to tech transfer as University Case Number: JEA-2022-TRIALWEAR.

Contingent upon Montana Board of Regents Policy 407 approval pursuant to § 20-25-109, Montana Code Annotated, this will be an exclusive license option agreement for technology developed at MSU. Should a 407 application be rejected by the BOR, this Agreement will be voided in its entirety.

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

The duration of the license is 25 years from the date of execution.

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

MSU may terminate this Agreement if Licensee does and fails to cure, within 30 days of notice, any of the following:

- Fails to issue the Equity License Fee as required.
- Is delinquent on any report or payment that is due under this Agreement.
- Is in breach of the diligence obligations described in **the agreement**, including the milestone requirements and such missed milestone is not otherwise excused pursuant to the terms of this Agreement.
- Provides any materially false report or is in material breach of any other material provision of this Agreement.
- Violates any laws or regulations of applicable governmental entities that have a material adverse effect on:
 - University; or,
 - Licensee's ability to perform its obligations under this Agreement.
- Ceases to carry on development activities pertaining to the Licensed Patents.
- Institutes a legal action challenging the validity of any Licensed Patent.
- Asserts that its production, use, manufacture, rendering or sale of any product or process that University reasonably believes is a Licensed Product does not infringe a Licensed Patent, the dispute is resolved in the University's favor pursuant to Article 13.9 and Licensee fails to make payment within 45 days after the dispute is resolved.
- Fails to maintain insurance as provided in the agreement.

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

- a.** The IP owned by MSU under the negotiated license provides MSU with 10% of the company's equity and sublicensing royalties, which will generate revenue to MSU upon any dividends paid to shareholders and/or a successful company sale or IPO ("exit event").
- b.** Technical advances in the field with public and private contribution provides both academic and economic development.

- c. A key goal of the company's commercialization strategy is to improve health outcomes in rural areas, particularly Montana.
- d. Collaborative research opportunities for Montana State University and its students.

6. Summarize the financial terms of the agreement or arrangement. Include:

a. The value, nature and source of the University's contribution.

University shall pay patenting expenses incurred by for the Licensed Patents. Licensee shall reimburse previous patent expenses to University within 30 days of the Effective Date. With respect to patent expenses incurred by University after the Effective Date plus any other unreimbursed patent expenses incurred by University prior to the Effective Date, Licensee shall reimburse University within 30 days of receiving an invoice from University.

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

No later than the first anniversary of the Effective Date, Licensee shall issue to Montana State University, substantially in the form of Montana State University's standard stock subscription agreement, shares of Licensee's common stock or membership interests in Licensee (as may be applicable) equal to ten percent (10%) of all outstanding shares of capital stock or membership interests of Licensee as of the Effective Date on a fully diluted, as converted to common, basis (such basis including the license fee shares and any stock options granted, but excluding options reserved but not granted), with anti-dilution until such time as Licensee issues and sells its capital stock or membership interests to non-affiliated third parties in arms-length transactions having an aggregate purchase price of One Million Dollars (\$1,000,000.00).

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

The license agreement will set performance milestones for sales of the licensed technology, as well as annually due sales and marketing reports. There is no way to determine anticipated revenue at this early stage.

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

Sublicensing royalty revenues and any payouts due to dividends or a company exit event will be shared by MSU and the inventors after payment of a development fee to MSU and collection of any unreimbursed patent costs. All expense information will be detailed in the confidential agreement language.

e. The nature of each party's equity interest in the project. If none, so indicate.

Elizabeth Johnson is the sole owner of Loop Clinical Systems, Inc.