

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.**

This application seeks BOR 407 approval for technology license between Montana State University ("MSU") and OpenBioWorks, Inc. The intellectual property ("IP") involved refers to inventions created at MSU that are licensed by OpenBioWorks, Inc. The mission of the technology is to increase adoption of metabolomic profiling for biodiscovery. The company looks to support the production of bioproducts through offering metabolomics services ranging from mass spectrometry through data analysis and interpretation.

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

Dr. Ronald June

1.0 FTE Professor in the Department of Mechanical and Industrial Engineering at Montana State University;

Past and potential inventor of MSU IP;

Co-Founder and Co-Owner of start-up company, OpenBioWorks, LLC.

Dr. Priyanka Brahmachary

1.0 FTE June Lab Manager in the Department of Mechanical and Industrial Engineering at Montana State University;

Potential investor of MSU IP;

Co-Founder and Co-Owner of start-up company, OpenBioWorks, LLC.

The MSU Office of Research Compliance is working with Dr. June and Dr. Brahmachary to develop a Conflict of Interest Management Plan. The purpose of the plan is to accurately describe the potential conflicts in writing, create explicit agreements to protect against actual conflicts, and to facilitate oversight. A Plan Manager will be assigned to review the case annually and whenever major changes in circumstance occur.

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

OpenBioWorks, LLC, a Domestic Limited Liability Company, is based in Bozeman, MT at 12 Hatfield Ct., and was registered on February 27, 2023. OpenBioWorks, LLC. is in Active-Good Standing status with the Montana Secretary of State.

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

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

**3.**

**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).**

OpenBioWorks, Inc. is a business entity formed and owned by Dr. June and Dr. Brahmachary with the mission to increase adoption of metabolomic profiling for biodiscovery. The company looks to support the production of bioproducts through offering metabolomics services ranging from mass spectrometry through data analysis and interpretation.

Contingent upon Montana Board of Regents Policy 407 approval pursuant to § 20-25-109, Montana Code Annotated, this will be a non-exclusive license agreement for technology (principally software) developed at MSU. The technology in this instance is two software applications under MSU docket #s JRK-2022-MDPP (METABOLOMICS DATA PROCESSING PIPELINE, Ron June) & JRK-2022-ECCCO (ENSEMBLE CLUSTERING COMBINED WITH CLUSTERING OPTIMIZATION, Ron June). 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 proposed arrangement shall remain in effect for twenty years with the inherent opportunity to extend if necessary.

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

- 1) Assignee may terminate this Agreement as follows:
  - a) if Assignor shall become insolvent, shall make an assignment for the benefit of creditors, or shall have a petition in bankruptcy filed for or against it (in such case, termination shall be effective immediately upon Assignee giving written notice to Assignor);
  - b) if Assignor breaches any material term of this Agreement.
- 2) Assignor may terminate this Agreement by giving ninety (90) days advance written notice of termination to Assignee.

3) Termination of the Agreement shall terminate all rights and licenses granted to Assignor pursuant to Section 5 of this Agreement.

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

- a. Technical advances in the field with public and private contribution provides both academic and economic development
- b. Collaborative research opportunities for Montana State University and its students.

**5. Summarize the financial terms of the agreement or arrangement. Include:**

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

MSU owns the copyright for the intellectual property. MSU will own the intellectual property associated with OpenBioWorks, Inc. as described along with all derivative works and retains the right to use the technology for academic research or other not-for-profit scholarly purposes.

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

As MSU inventors, Dr. June and Dr. Brahmachary will provide to MSU, its successors and assigns, for good and sufficient consideration, the receipt of which is acknowledged herein, the entire right, title and interest in and to any and all of the following that exist as of the date hereof: (a) all Intellectual Property owned and/or developed by or on behalf of Dr. June and Dr. Brahmachary relating to the OpenBioWorks, (b) any and all Intellectual Property Rights claiming or covering such Intellectual Property, and (c) any and all causes of action that may have accrued to the undersigned in connection with such Intellectual Property and/or Intellectual Property Rights.

**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.**

Royalty revenues will be shared by MSU and the inventors after payment of a development fee to MSU and collection of any unreimbursed legal 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.**

Dr. June owns a 49% equity interest in OpenBioworks, LLC. while Dr. Brahmachary owns 51%.