

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 trade secrets, intellectual property 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 dietary provision of individual amino acids provides physiological advantages over intact protein in the maintenance of skeletal muscle under conditions of metabolic stress. Unfortunately, these amino acids are not water soluble and have undesirable tastes and odors that limit their applicability. Through a direct award from the National Security Innovation Network and the US Army Combat Capabilities Command (DEVCOM), Industria Imperium (hereafter, "II, LLC") created a solution to this problem in the form of Minimus². Developed in conjunction with a contractual agreement with Blue California (Rancho Santa Margarita, CA), Minimus² delivers microencapsulated amino acids using the fermentation of US-sourced ingredients to produce water re-dispersible powder. Minimus² is the only microencapsulated, virtually flavorless version of amino acids in the world.

No University of Montana resources were used in the development of Minimus².

Please describe the SBIR submission and award, along with anticipated subK to UM.

II, LLC was invited to participate in the 2023 xTechPacific competition by DEVCOM. After winning the competition, II, LLC was invited to submit a Phase II proposal to the Army SBIR Phase II request for applications.

With subcontracts to UM and Mattson (Foster City, CA) as a part of an Army Phase II SBIR proposal, II, LLC seeks to conduct physiological and sensory evaluations, respectively.

Please describe the nature of II, LLC's nutrition products.

Microencapsulation is a process of enclosing small particles, a liquid, or a gas within a layer of coating or within a matrix, to avoid degradation resulting from exposure to environmental factors such as water, oxygen, heat, or light. Microencapsulation is an effective method to preserve and protect active ingredients, flavors or dietary components to control their release or unpleasant features such as taste or odor.

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

Dr. Brent Ruby
Dr. Robert Coker
Dr. M. Sheri Coker

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

Industria Imperium, LLC (Alaska)

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).

II, LLC has submitted, at the invitation of DEVCOM and with the collaboration of UM Principal Investigator Dr. Dustin Slivka, an SBIR Phase II grant application relating to the development of microencapsulation of food products that can be used in austere circumstances (e.g., conflict areas, emergency/disaster circumstances, wildland firefighting). Dr. Slivka is not affiliated with and does not hold any beneficial/equity interest in II, LLC. While Drs. Coker and Dr. Ruby will serve as consultants to II, LLC on the SBIR Phase II grant, Dr. Slivka will conduct his subaward as the PI, independent of their involvement. This arrangement will be similar for any future proposals originating from II, LLC.

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

18 months

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

The prospective subcontract between II, LLC (prime) and UM (subcontractor) in furtherance of the SBIR Phase II project will contain standard sponsored agreement terms and conditions that permit termination when, e.g., either party fails to perform its ascribed duties or if federal support for the SBIR award ceases.

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

- a. The subcontract to UM will provide direct financial resources to support the salary of the PI, Dr. Dustin Slivka.
 - b. The subcontract to UM will provide direct financial resources to support the salary of technicians and/or students.
 - c. The subcontract to UM will provide direct financial resources in the form of indirect costs.
 - d. There is potential for future proposals that may provide subcontract agreements with UM.
6. Summarize the financial terms of the agreement or arrangement. Include:
- a. The value, nature and source of the University's contribution.

Consistent with the terms of the subcontract, UM will provide personnel, facilities, and infrastructure to conduct two studies explicitly described in the proposal.
 - b. The value and nature of the employee's contribution.

Independent from their UM responsibilities, Drs. RH and MS Coker and Dr. BC Ruby have contributed to the proposal.
 - c. The anticipated revenue to be generated by the project and the timeline for generating such revenue.

Approximately \$700K in direct and indirect costs have been assigned to the UM subcontract.
 - d. The manner in which revenue and expenses will be shared by the parties.

Any subcontract received from II, LLC will be processed through normal UM grant administration channels and process, and shall provide for recovery of research expenses, salary/benefit support, and indirect costs.
 - e. The nature of each party's equity interest in the project. If none, so indicate.

Dr. Robert Coker will own 29% interest. Dr. Melynda S. Coker will own 10% interest. Dr. Brent Ruby will own 10% interest.