

Office of the Chancellor

November 6, 2023

Mun Y. Choi President University of Missouri System 321 University Hall Columbia, MO 65211-3020

Dear President Choi:

This letter is to update the re-delegation of authority to authorize signature by Dr. Anthony Caruso as Interim Vice Chancellor for Research and Economic Development and provide additional delegations.

Category #1: Documents Requiring Legal Approval Prior to Execution

- Non-disclosure agreements, confidentiality agreements and proprietary information agreements (other than in University Standard Form Contracts listed in Items A, B, and C) below) (re-delegable to unlimited persons); **Anthony Caruso, Chris Winders, Eric Anderson**
- 2) License agreements or option agreements involving University-owned inventions or plant varieties, regardless of whether patented or unpatented (re-delegable to one (1) person);

 Anthony Caruso
- 3) License agreements or option agreements involving University-owned trademarks, service marks, trade dress, or other similar rights (re-delegable to two (2) persons); Anthony Caruso, Chris Winders
- 4) Endorsements, advertising, use of the University name associated with your campus, or other approvals pursuant to Section 330.015.H and Section 170.040 of the Collected Rules and Regulations (re-delegable to two (2) persons); **Anthony Caruso, Chris Winders**
- 5) License agreements or option agreements involving University-owned copyrightable works (including software and mask works) (re-delegable to two (2) persons); **Anthony** Caruso, Chris Winders
- Official correspondence and agreements with the United States Patent and Trademark Office and foreign patent office's relating to patent applications and patents (including powers of attorney, disclaimers, and micro entity certifications) (re-delegable to one (1) person); **Anthony Caruso**
- 7) Official correspondence and agreements with the United States Patent and Trademark Office relating to trademark applications or registrations (re-delegable to two (2) persons); Anthony Caruso, Eric Anderson
- 8) Official correspondence and agreements with the United States Copyright Office relating to copyright applications or registrations for copyrightable works (including software or mask works) (re-delegable to two (2) persons); Anthony Caruso, Eric Anderson

- 9) Government licenses, confirmation forms and other forms related to intellectual property required by federal agencies (re-delegable to unlimited persons); **Anthony Caruso, Eric Anderson**
- 10) Material transfer agreements to include data use agreements (other than listed in University Standard Form Contract listed in Item D below) (re-delegable to unlimited persons); Anthony Caruso, Eric Anderson
- Inter-institutional agreements related to intellectual property jointly owned by the parties thereto (re-delegable to one (1) person); **Anthony Caruso**
- 12) Allocation of intellectual property rights agreements related to SBIR and/or STTR agreements (re-delegable to unlimited persons); <u>Anthony Caruso, Chris Winders, Eric Anderson</u>
- Assignment of intellectual property from University employees, students or third parties to the University, including but not limited to (a) assignment of patent rights by inventor(s) to the University (other than listed in Standard Form Contracts Item E below) and (b) assignment of copyrights by authors/creators to the University (re-delegable to two (2) persons); Anthony Caruso, Eric Anderson
- MOUs, authors' agreements for copyrighted works (including software and mask works), or other agreements involving author royalty/revenue sharing (re-delegable to two (2) persons); **Anthony Caruso, Eric Anderson**
- 15) Visiting scientist, visiting scholar, or visiting fellow agreements (re-delegable to unlimited persons); **Anthony Caruso**
- Joint faculty appointment agreements (re-delegable to unlimited persons); Anthony
 Caruso
- 17) Affiliation agreements, consortium agreements, collaboration agreements, and cooperative agreements (re-delegable to unlimited persons); Anthony Caruso, Chris Winders, Eric Anderson
- Research proposals, grant award agreements, sponsored research agreements (including both government-sponsored and industry-sponsored):
 - a. Involving an assignment of University-owned intellectual property (re-delegable to one (1) person); **Anthony Caruso**;
 - b. Involving a commercial license of University-owned intellectual property (redelegable to two (2) persons); Anthony Caruso, Chris Winders
 - c. Not involving an assignment or commercial license of University-owned intellectual property (re-delegable to unlimited persons); <u>Anthony Caruso, Chris</u> Winders, Carol Le Braden
- Consulting agreements or personal services agreements relating to services or work performed by third parties involving research or intellectual property analysis and/or commercialization (re-delegable to unlimited persons); Anthony Caruso, Chris Winders, Eric Anderson, Carol Le Braden
- 20) Fee-for-service agreements for research-related projects the University performs for third parties:
 - a. Involving an assignment of University-owned intellectual property (re-delegable to one (1) person); **Anthony Caruso**;
 - b. Involving a commercial license of University-owned intellectual property (redelegable to two (2) persons); **Anthony Caruso, Chris Winders**

- c. Not involving an assignment or commercial license of University-owned intellectual property (re-delegable to unlimited persons); <u>Anthony Caruso, Chris</u> Winders, Carol Le Braden
- Assurances and certifications relating to Items 17) and 18) (re-delegable to unlimited persons); [Anthony Caruso, Chris Winders, Eric Anderson, Carol Le Braden (all authority in this section)]; [Sheela Perumalla, Amir Ayoub, Arminta Brown, Diana Jones (only authority to sign financial report certifications on awards)]
- Sponsored academic course agreements involving research or intellectual property involving non-employee students:
 - a. Involving an assignment of University-owned intellectual property property (redelegable to one (1) person); **Anthony Caruso**;
 - b. Involving a commercial license of University-owned intellectual property (redelegable to two (2) persons); Anthony Caruso, Chris Winders
 - c. Not involving an assignment or commercial license of University-owned intellectual property (re-delegable to unlimited persons). <u>Anthony Caruso, Chris Winders, Carol Le Braden</u>
- Assignment of University –owned intellectual property right (e.g., waiver of University-owned inventions back to University inventors) (re-delegable to one (1) person) **Anthony** Caruso

<u>Category #2: Documents Which Do Not Require Legal Approval Prior to Execution if No Modifications Are Made</u>

- A) University Standard Form Contract—Mutual Non-Disclosure Agreement (re-delegable to unlimited persons); **Anthony Caruso, Eric Anderson, Chris Winders**
- B) University Standard Form Contract—One-Way Non-Disclosure Agreement (University Receives Confidential Information) (re-delegable to unlimited persons); Anthony Caruso, Eric Anderson, Chris Winders
- C) University Standard Form Contract—One-Way Non-Disclosure Agreement (University Discloses Confidential Information) (re-delegable to unlimited persons); **Anthony Caruso**, **Eric Anderson**, **Chris Winders**
- D) University Standard Form Contract—University of Missouri Agreement for Transfer of Biological Material (re-delegable to unlimited persons); **Anthony Caruso, Eric Anderson**, Chris Winders
- E) University Standard Form Contract —Assignment of Patent Rights by Inventor(s) to University (re-delegable to unlimited persons). **Anthony Caruso, Eric Anderson, Chris Winders**

Designation of Institutional Official (IO)

Pursuant to the requirements of the Office of Human Research Protection (OHRP) and the Office of Lab Animal Welfare (OLAW) and the authority granted to me by President Choi, I hereby designate Anthony Caruso, Interim Vice Chancellor for Research and Economic Development as the Institutional Official (IO).

As IO, Anthony Caruso has the authority to obligate the institution to the Terms of Assurance; ensure that the Human Research Protection Program (HRPP) functions effectively and efficiently and that the Institution provides the resources and support necessary to comply with requirements applicable to human subject research; represents the University as the Institution named in the Federalwide Assurance (FWA). The IO designates Institutional Review Boards (IRBs) to review research covered by the FWA; provides support for the IRB's review and record keeping duties; provides training and educational opportunities for the IRB and investigators; promotes a culture of respect and conscience supporting the ethical conduct of human subjects research; ensures effective institution-wide communication and guidance on human subjects research; ensure that the investigators fulfill their responsibilities; encourage all staff involved in human subjects research participate in education activities; serve as the point of contact of OHRP and other federal agencies (or delegate that responsibility to an appropriate individual).

With regard to animal research, the IO bears ultimate responsibility for the Animal Research Program and animal welfare at the University; is responsible for resource planning and ensuring alignment of Program goals with the University's mission; makes commitments to ensure compliance with PHS policy; relies on the Institution Animal Care and Use Committee (IACUC) to oversee the program, develop plans to correct program deficiencies, address concerns that may arise regarding the institution's use of animals, and to make recommendations concerning the program. The IO signs any documents submitted to OLAW by the IACUC.

Sincerely,

C. Mauli Agrawal, Ph.D. Chancellor, UMKC

Cc: Mun Y. Choi, President

Mark A. Menghini, General Counsel

Cindy S. Harmon, Secretary to the Board of Curators

Ryan Rapp, Vice President for Finance and Chief Financial Officer

Mark McIntosh, UM System Vice President for Research and Economic Development