



Office of the Chancellor

May 7, 2019

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

Dear President Choi:

In accordance with the authority you granted to me in your letter dated January 8, 2019, attached here as Appendix A, regarding re-delegation of authority to execute, on behalf of The Curators of the University of Missouri, various instruments and documents that involve intellectual property and research, I hereby re-delegate such authority on the UMKC campus for certain agreements as shown below to:

- Mark Nichols, Interim Vice Chancellor for Research and Economic Development
- Christopher Winders, Director, Research Compliance; Interim-Director, Sponsored Program Administration
- Eric Anderson, Director of Technology Commercialization
- Linda Daugherty, Manager of Pre-Award Services
- Sheela Perumalla, Grants & Contracts Administrator
- Amir Ayoub, Grants & Contracts Administrator
- Arminta Brown, Grants & Contracts Administrator
- Diana Jones, Grants & Contracts Administrator

Additionally, I hereby make the request to delegate the following persons to be authorized to execute UMKC miscellaneous standard form contracts:

- Sharon Lindenbaum, Vice Chancellor for Finance and Administration
- Jeffery Ross, Manager III, Bus. Admin.

I require a reporting of effort from the following delegations, a schedule of this reporting is attached hereto as Appendix C. A yearly meeting will be held with management to review and analyze the results and, if needed, revise the reporting structure.

Category #1: Documents Requiring Legal Approval Prior to Execution

- 1) 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); **Mark Nichols, Christopher 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); **Mark Nichols**

- 3) License agreements or option agreements involving University-owned trademarks, service marks, trade dress, or other similar rights (re-delegable to two (2) persons); **Mark Nichols**
- 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);); **Mark Nichols**
- 5) License agreements or option agreements involving University-owned copyrightable works (including software and mask works) (re-delegable to two (2) persons); **Mark Nichols**
- 6) Official correspondence and agreements with the United States Patent and Trademark Office and foreign patent offices relating to patent applications and patents (including powers of attorney, disclaimers, and micro entity certifications) (re-delegable to one (1) person); **Mark Nichols**
- 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); **Mark Nichols, 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); **Mark Nichols, Eric Anderson**
- 9) Government licenses, confirmation forms and other forms related to intellectual property required by federal agencies (re-delegable to unlimited persons); **Mark Nichols, Eric Anderson**
- 10) Material transfer agreements (other than listed in University Standard Form Contract listed in Item D below) (re-delegable to unlimited persons); **Mark Nichols, Eric Anderson**
- 11) Inter-institutional agreements related to intellectual property jointly owned by the parties thereto (re-delegable to one (1) person); **Mark Nichols**
- 12) Allocation of intellectual property rights agreements related to SBIR and/or STTR agreements (re-delegable to unlimited persons); **Mark Nichols**
- 13) 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); **Mark Nichols, Eric Anderson**
- 14) 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); **Mark Nichols**
- 15) Visiting scientist, visiting scholar, or visiting fellow agreements (re-delegable to unlimited persons); **Mark Nichols**
- 16) Joint faculty appointment agreements (re-delegable to unlimited persons); **Mark Nichols**
- 17) Affiliation agreements, consortium agreements, collaboration agreements, and cooperative agreements (re-delegable to unlimited persons); **Mark Nichols, Christopher Winders**
- 18) 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); **Mark Nichols**;

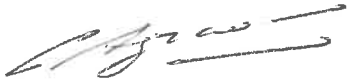
- b. Involving a commercial license of University-owned intellectual property (re-delegable to two (2) persons); **Mark Nichols, Christopher Winders**
 - c. Not involving an assignment or commercial license of University-owned intellectual property (re-delegable to unlimited persons); **Mark Nichols, Christopher Winders, Linda Daugherty**
- 19) 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); **Mark Nichols, Christopher Winders, Linda Daugherty**
- 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); **Mark Nichols**;
 - b. Involving a commercial license of University-owned intellectual property (re-delegable to two (2) persons); **Mark Nichols, Christopher Winders**
 - c. Not involving an assignment or commercial license of University-owned intellectual property (re-delegable to unlimited persons); **Mark Nichols, Christopher Winders, Linda Daugherty**
- 21) Assurances and certifications relating to Items 17) and 18) (re-delegable to unlimited persons); **[Mark Nichols, Christopher Winders, Linda Daugherty (all authority in this section)]; [Sheela Perumalla, Amir Ayoub, Arminta Brown, Diana Jones (only authority to sign financial report certifications on awards)]**
- 22) Sponsored academic course agreements involving research or intellectual property involving non-employee students:
 - a. Involving an assignment of University-owned intellectual property (re-delegable to one (1) person); **Mark Nichols**;
 - b. Involving a commercial license of University-owned intellectual property (re-delegable to two (2) persons); **Mark Nichols, Christopher Winders**
 - c. Not involving an assignment or commercial license of University-owned intellectual property (re-delegable to unlimited persons). **Mark Nichols, Christopher Winders, Linda Daugherty**
- 23) Assignment of University –owned intellectual property right (e.g., waiver of University-owned inventions back to University inventors) (re-delegable to one (1) person) **Mark Nichols**

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

- A) University Standard Form Contract—Mutual Non-Disclosure Agreement (re-delegable to unlimited persons); **Mark Nichols, Eric Anderson**
- B) University Standard Form Contract—One-Way Non-Disclosure Agreement (University Receives Confidential Information) (re-delegable to unlimited persons); **Mark Nichols, Eric Anderson**

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

Sincerely,



C. Mauli Agrawal
Chancellor, UMKC

Cc: Mun Y. Choi, President
Stephen J. Owens, 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

Appendix C

Schedule of Effort Reporting to UMKC Chancellor and Provost from Delegations of Authority

Signature Authority Delegee and Document	Items to be included in report	Person Responsible for Reporting	Reporting Frequency (monthly, quarterly, semester, year)
1. and Cat. 2A, B, & C Non-disclosure agreements, confidentiality agreements and proprietary information agreements	Company, Type of Agreement, Date, Faculty	Eric Anderson	Quarterly
2. License agreements or option agreements involving University-owned inventions or plant varieties	Company, Type of Agreement, Date, Faculty, Technology	Eric Anderson	Quarterly
3. License agreements or option agreements involving University-owned trademarks, service marks, trade dress, or other similar rights	Company, Type of Agreement, Date, Faculty, Technology	Eric Anderson	Quarterly
4. Endorsements, advertising, use of the University name	Explanation of use and organizations and people involved	Mark Nichols	Quarterly
5. License agreements or option agreements involving University-owned copyrightable works	Company, Type of Agreement, Date, Faculty, Technology	Eric Anderson	Quarterly
6. Official correspondence and agreements with the United States Patent and Trademark Office and foreign	Patent applications, patents issued or abandoned	Eric Anderson	Quarterly

patent offices relating to patent applications and patents			
7. Official correspondence and agreements with the United States Patent and Trademark Office relating to trademark applications or registrations	Patent applications, Trademark application, patents and trademarks issued or abandoned	Eric Anderson	Quarterly
8. Official correspondence and agreements with the United States Copyright Office relating to copyright applications or registrations for copyrightable works	Copyrights applied for/issued	Eric Anderson	Quarterly
9. Government licenses, confirmation forms and other forms related to intellectual property required by federal agencies	Patent applications, patents issued or abandoned	Eric Anderson	Quarterly
10. and Cat. 2D Material transfer agreements	Company, Type of Agreement, Date, Faculty, Materials Requested	Eric Anderson	Quarterly
11. Inter-institutional agreements related to intellectual property jointly owned by the parties thereto	Other Institution, Date, Terms, Technology	Eric Anderson	Fall and Winter Semester
12. Allocation of intellectual property rights agreements related to SBIR and/or STTR agreements	Company, Date, Faculty, Technology	Eric Anderson	Quarterly
13. Assignment of intellectual property from University	Description of Technology, name of assignor and date	Eric Anderson	Fall and Winter Semester

employees, students or third parties to the University			
14. MOUs, authors' agreements for copyrighted works (including software and mask works), or other agreements involving author royalty/revenue sharing	Parties to the MOU, Description of works to be created and revenue sharing in comparison with the UM System Rules.	Eric Anderson	Fall and Winter Semester
15. Visiting scientist, visiting scholar, or visiting fellow agreements	Home institution, Name of visiting scholar, department	Mark Nichols	Fall and Winter Semester
16. Joint faculty appointment agreements	Other institution, Name of visiting scholar, department	Mark Nichols	Fall and Winter Semester
17. Affiliation agreements, consortium agreements, collaboration agreements, and cooperative agreements	Other institution(s), Researchers, Overview of research to be performed	Mark Nichols	Fall and Winter Semester
18. and Cat. 2E Research proposals, grant award agreements, sponsored research agreements (including both government-sponsored and industry-sponsored) (includes possible assignment of intellectual property)	Sponsor, Agency, \$, any assignment of IP	Christopher Winders	Monthly
19. Consulting agreements or personal services agreements relating to services or work performed by third	Parties to the agreement, work to be performed, any assignment of IP	Jeff Ross	Fall and Winter Semester

parties involving research or intellectual property analysis and/or commercialization			
20. Fee-for-service agreements for research-related projects the University performs for third parties (includes possible assignment of intellectual property)	Parties to the agreement, work to be performed, any assignment of IP	Christopher Winders	Fall and Winter Semester
21. Assurances and certifications relating to Items 17) and 18)	Parties to the agreement, work to be performed, assignment of IP, List of assurances and certifications	Christopher Winders	Fall and Winter Semester
22. Sponsored academic course agreements involving research or intellectual property involving non-employee students(includes possible assignment of intellectual property)	Parties to the agreement, work to be performed, any assignment of IP	Christopher Winders	Fall and Winter Semester

UMKC Miscellaneous Standard Form Contracts, see below, will be reported on a quarterly basis from Jeffery Ross

UMKC-18a Consulting Agreement

UMKC-18b Consulting Agreement Amendment-extension

UMKC-18c Consulting Agreement Amendment-compensation change

UMKC-18d Consulting Agreement Amendment.-extension/compensation change

UMKC-34 Facilities and Services Agreement

UMKC-19 Performance Agreement

UMKC-33 Appearance Agreement

UMKC-64 Confidentiality Agreement-UMKC as discloser (will work with Eric Anderson to report which Agreements are from Finance and which are Research Services)

UMKC-28 Affiliation Agreement-School of Nursing

UMKC-31 Affiliation Agreement-School of Nursing {Health Sciences}

UMKC-39 Affiliation Agreement-School of Pharmacy

UMKC-48 Law School incubator lease

UMKC-49 Residential Life External Summer Facilities and Services Agreement

UMKC-50 Student Affairs- Facilities and Services Agreement

UMKC-51 SRC- Facilities and Services Agreement

UMKC-52 IT Security Agreement (FERPA)

UMKC-53 Executive Education Service Agreement

UMKC-54 Sourcelink Licensing Agreement

UMKC -55 Biz-Trakker Service Agreement

UMKC -56 CTO Bailment

UMKC-59 Field Practicum Placement Agreement-Arts & Sciences (various units)

UMKC-60 Affiliation Agreement-Conservatory of Music

UMKC-61 Affiliation Agreement-School of Dentistry (Dental Hygiene)

UMKC-62 Affiliation Agreement-School of Dentistry (Non-Health Care)

UMKC-63 Affiliation Agreement-School of Dentistry

UMKC -57 Drug Information Centers Standard contract

UMKC -58 Resource Navigator Service Agreement

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 Mark Nichols, Interim Vice Chancellor for Research and Economic Development as the Institutional Official (IO).

As IO, Mark Nichols 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.