



Office of the Chancellor

June 1, 2023

Ms. Alysha O'Neil, Vice Chancellor for Finance and Operations
204 Parker Hall

Dr. Kamal H. Khayat, Vice Chancellor for Research and Innovation
202 Centennial Hall

Dr. Colin Potts, Provost and Executive Vice Chancellor for Academic Affairs
210 Parker Hall

Ms. Gina Webb, Assistant Director, Office of Sponsored Programs
202 Centennial Hall

Ms. Lisa Cerney, Director, Budget & Planning Services
G-3 Parker Hall

Dr. Tim Faley, Associate Vice Chancellor of Innovation, Entrepreneurship and Commercialization
228 Engineering Management

Mr. John Woodson, Associate Director, Technology Transfer and Economic Development
145 Technology Development Center

Ms. Catherine Eikermann, Senior Compliance Manager, Office of Sponsored Programs
202 Centennial Hall

Dear Alysha, Kamal, Colin, Gina, Lisa, Tim, John and Catherine:

In accordance with the authority granted to me by President Mun Choi, effective August 1, 2019, regarding re-delegation of authority to execute, on behalf of The Curators of the University of Missouri, various instruments and documents ("Board Instruments") that involve intellectual property and research, I hereby re-delegate such authority at Missouri S&T as shown below. The individual noted first will have primary responsibility and others, if any, listed will serve as alternate signatories to provide an expeditious handling of the Board Instruments. For clarity, I have also noted those Board Instruments for which authority is not re-delegated.

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): **John Woodson, Kamal H. Khayat and Colin Potts**
- 2) License agreements or option agreements involving University-owned inventions or plant varieties, regardless of whether patented or unpatented: **Kamal H. Khayat**
- 3) License agreements or option agreements involving University-owned trademarks, service marks, trade dress, or other similar rights: **Kamal H. Khayat and Alysha O'Neil**



- 4) Endorsements, advertising, use of the University name associated with your campus, or other approvals pursuant to Section 330.015H and Section 170.040 of the Collected Rules and Regulations: **Kamal H. Khayat and Colin Potts**
- 5) License agreements or option agreements involving University-owned copyrightable works (including software and mask works): **Kamal H. Khayat, Tim Faley and John Woodson**
- 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): **John Woodson**
- 7) Official correspondence and agreements with the United States Patent and Trademark Office relating to trademark applications or registrations: **Kamal H. Khayat and Colin Potts**
- 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): **Kamal H. Khayat and Colin Potts**
- 9) Government licenses, confirmation forms and other forms related to intellectual property required by federal agencies: **Tim Faley, John Woodson, Kamal H. Khayat and Colin Potts**
- 10) Material transfer agreements (other than listed in University Standard Form Contract listed in Item D below): **John Woodson, Kamal H. Khayat and Colin Potts**
- 11) Inter-institutional agreements related to intellectual property jointly owned by the parties thereto: **Kamal H. Khayat**
- 12) Allocation of intellectual property rights agreements related to SBIR and/or STTR agreements: **Kamal H. Khayat and Colin Potts**
- 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: **Kamal H. Khayat, Tim Faley and John Woodson**
- 14) MOUs, authors' agreements for copyrighted works (including software and mask works), or other agreements involving author royalty/revenue sharing: **Kamal H. Khayat and Colin Potts**
- 15) Visiting scientist, visiting scholar, or visiting fellow agreements: **Kamal H. Khayat and Colin Potts**
- 16) Joint faculty appointment agreements: **Colin Potts**
- 17) Affiliation agreements, consortium agreements, collaboration agreements, and cooperative agreements: **Kamal H. Khayat, Gina Webb, Catherine Eikermann and Colin Potts**
- 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: **Mohammad Dehghani**

- b) Involving a commercial license of University-owned intellectual property: **Kamal H. Khayat and Gina Webb**,
- c) Not involving an assignment or commercial license of University-owned intellectual property: **Kamal H. Khayat, Gina Webb, Catherine Eikermann and Colin Potts**
- 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: **Lisa Cerney and Alysha O'Neil**
- 20) Fee-for-service agreements for research-related projects the University performs for third parties:
 - a) Involving an assignment of University-owned intellectual property: **Mohammad Dehghani**
 - b) Involving a commercial license of University-owned intellectual property: **Kamal H. Khayat and Colin Potts**
 - c) Not involving an assignment or commercial license of University-owned intellectual property: **Kamal H. Khayat and Colin Potts**
- 21) Assurances and certifications relating to Items 16 and 17: **Kamal H. Khayat, Gina Webb, Catherine Eikermann and Colin Potts**
- 22) Sponsored academic course agreements involving research or intellectual property involving non-employee students:
 - a) Involving an assignment of University-owned intellectual property: **Mohammad Dehghani**
 - b) Involving a commercial license of University-owned intellectual property: **Kamal H. Khayat and Colin Potts**
 - c) Not involving an assignment or commercial license of University-owned intellectual property: **Kamal H. Khayat and Colin Potts**
- 23) Assignment of University-owned intellectual property rights (e.g., waiver of University owned inventions back to the inventors): **Kamal H. Khayat**

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: **John Woodson, Gina Webb, Kamal H. Khayat and Colin Potts**
- B) University Standard Form Contract-One-Way Non-Disclosure Agreement (University Receives Confidential Information): **John Woodson, Gina Webb, Kamal H. Khayat and Colin Potts**
- C) University Standard Form Contract-One-Way Non-Disclosure Agreement (University Discloses Confidential Information): **John Woodson, Gina Webb, Kamal H. Khayat and Colin Potts**
- D) University Standard Form Contract-University of Missouri Agreement for Transfer of Biological Material: **John Woodson, Gina Webb, Catherine Eikermann, Kamal H. Khayat and Colin Potts**

E) University Standard Form Contract-Assignment of Patent Rights by Inventor(s) to University: **Tim Faley, John Woodson, Gina Webb, Kamal H. Khayat and Colin Potts**

Except for the execution of unmodified University Standard Form Contracts above-described in Items A) through E), which have already been approved as to legal form, the aforementioned delegation of authority does not eliminate the necessity of having the Board Instruments above-described in Items 1) through 21) approved as to legal form by the Office of the General Counsel prior to execution.

This letter supersedes any prior delegation of authority involving intellectual property and research, effective immediately. Further, the delegation of authority will be in effect as long as you continue to serve in your current position, unless sooner revoked or modified by me or my successor in writing, and the authority delegated to you herein may not be re-delegated by you.

Sincerely,



Mohammad Dehghani, PhD
Chancellor

MMD:chg

cc: Dr. Mun Choi, President
Ryan Rapp, Executive Vice President of Finance and Operations and CFO
Mark A. Menghini, General Counsel
Cindy Harmon, Secretary of the Board of Curators
Velvet Hasner (Missouri S&T Web Link)