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50-186

December 21, 2001

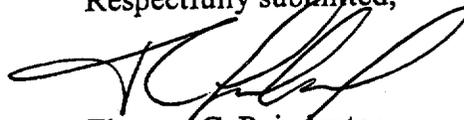
Alexander Adams, Jr.  
Senior Project Manager  
U.S. Nuclear Regulatory Commission  
Division of Regulatory Improvement Programs

**Re: University of Missouri - Columbia - Request for 10 C.F.R. § 2.790  
Withholding**

Dear Mr. Adams:

Consistent with your letter dated December 7, 2001, attached are additional redacted documents that were previously provided to the NRC in support of positions taken during the July 23, 2001, Enforcement Conference with the University of Missouri. We continue to believe that the information redacted herein satisfies the bases for withholding as provided in 10 C.F.R. § 2.790(a)(6). If you have any additional questions or disagree with any of the requested redactions, please contact me at (202) 371-5748.

Respectfully submitted,



Thomas C. Poindexter  
Counsel to the University of Missouri

cc: Ralph Butler (University of Missouri)  
Kelly Mescher (University of Missouri)

A020

Apr. 21, 1998

To: MURR Management team,

From: [REDACTED]

Subject: Morocco project

Attached to this letter are two MURR pre-proposal/proposal worksheets for the project to build a powder diffractometer for Morocco. We would provide a full system consisting of shielding (empty tank to be filled on-site), monochromator and associated mechanics, diffractometer base and sample table, position sensitive detector, shield and collimator, and all associated electronics, computers, software and documentation: essentially a turn-key system. The first worksheet is for the base system, likely to be accepted in full, while the second is for some options which may or may not be accepted.

For the base system the cost to MURR is estimated to be [REDACTED] using the base salary + benefit rates. Costing the project at 2.2 times salary + benefits, and including a 20% overhead/profit on all other items, leads to a total system cost of [REDACTED]. The quote to GA technologies (which is managing the total project) for this work is [REDACTED]. Thus, it is clear that we have met all the MURR requirements on project costs, with a large margin to spare. This is only one of several projects in the pipeline that have common elements and which were costed on the same basis as this project. If they all proceed, the actual costs will be still smaller because design and documentation will be carried out only once, but charged to each customer. Likewise, shop costs can be reduced if fabrication of two pieces can be done simultaneously rather than sequentially. We would, therefore ask for approval to proceed with these projects.

The question has been raised as to why MURR should be in this type of business. Apart from the obvious financial benefits outlined above, these have substantial value to MURR. First, they have led to enhanced visibility for the center and its programs, which generates grant funding and scientific interaction. Second, these efforts have, in the past, (and will in the future), stimulated the development of enhanced instrumentation at MURR. These have led to MURR's leadership in several areas, including powder diffraction and high-resolution quasielastic scattering. These projects have also provided the "bridge" funding for the Instrument Development group, allowing it to function at times when internal projects were at a low ebb. As a result, there has been sufficient stability in ID that we can be sure that it is available when we need it for critical projects. A similar situation exists vis-à-vis the Physics Machine shop. This is one of the outstanding machine shops in the country, putting concepts into design and successful fabrication. Much of the success at MURR, especially in neutron scattering, can be traced to the availability of its unique skills. In return, it is highly dependent on MURR for enough work to maintain its staffing levels. These projects provide much of the extra funds for this when internal projects are not at the fore.

In addition to these benefits, there are some serious costs associated with not proceeding. Most important is the credibility of the center and the scientists who have promoted these projects. Quotes were provided to GA, (for the Morocco and Thailand projects) in good faith, after comprehensive discussion with [REDACTED] and [REDACTED]. Although we have not had any written commitment, it has been understood since the first day that these projects will proceed. If MURR chooses not to pursue these, then we feel that we must proceed outside MURR in order to protect our own reputations as credible, reliable scientists. Delivery of a successful system will probably stimulate multiple orders down the road, since our technology is superior to the alternatives.

Assuming MURR agrees to accept these projects, there remain several problems to be resolved.

- 1) How will the funds be managed? -- We would like a separate C-3 account established in which all funds were held. Only the project managers could authorize spending, as is the case with grant accounts. Surpluses would be held in the account until successful completion of the project as contingency funding. How should salaries be charged?
- 2) Will any discretionary funds for the neutron scattering group be generated by this project? -- Part of the justification for undertaking this type of work, which will require considerable effort on our part, was to generate discretionary funds for our own projects. In particular, it is important to allocate some of the excess revenue to "product development." Our production costs could be substantially reduced by small commitments to detector electronics R & D. New monochromator designs may improve our own scientific efficiency as well as creating new products to market. If this type of funding is no longer available, the incentive to pursue this work will certainly be decreased, as will our market opportunities. We do not cling to any strict formula for allocation of funds, but feel that the principle of research incentive funds is a critical one for scientists who are juggling grants, research, administrative tasks, etc.
- 3) Will there be any "intellectual property" rewards? -- We have raised this issue (in writing) several times over the past year or more. The University recognizes inventors through royalties, when an idea is licensed outside the University. The University's lawyer, [REDACTED], felt that the same principle applied when the University itself sold the results of a staff member's inventiveness. Considering that for these projects the inventors are also responsible for successful execution of the work, it seems all the more appropriate.

06:18 PM 5/20/98 , Call to General Atomics

Date: 20 May 1998 18:18:16 -0500

From: [REDACTED]@neutron.murr.missouri.edu>

Subject: Call to General Atomics

To: [REDACTED]@reactor.murr.missouri.edu>,  
[REDACTED]@missouri.edu>,  
[REDACTED]@neutron.murr.missouri.edu>,  
[REDACTED]@neutron.murr.missouri.edu>

PM Subject: Time: 6:10  
5/20/98 Call to General Atomics Date:

I called [REDACTED] today to get an update and clarify the timing issue that had puzzled me. I again let him know that any contract for the detector systems would be worked through me if the University were involved.

There is no contract between MURR and Cerento (sp) Electronics (a subsidiary of GA) to build the systems. GA bid their contract to Thailand and Morocco based on the numbers [REDACTED] had provided months ago, so I could sense [REDACTED] getting nervous that he only had verbal commitment from [REDACTED] to provide the instruments.

The confusion I had with the timing was my misunderstanding of the several terms. The clock started ticking for GA last July—a fixed contract to have a reactor completed in 48 months and equipment installed on a turnkey basis in 39 months. The construction has been delayed until the construction permit is approved by the government(s). GA is unable to cut loose any funds for other than design until the construction permit is signed.

The IAEA has sent consultants to each location to determine the safety of the reactor and site (you were right about the IAEA, Ed). GA is hoping the government will award contractors a grace period while the economic turmoil simmers down (in Thailand).

Bottom line, unless the government gives GA some relief, GA is expected to have detector systems in Thailand in 27 months.

Printed for [REDACTED]@reactor.murr.missouri.edu>

1



UNIVERSITY OF MISSOURI - COLUMBIA

RESEARCH REACTOR CENTER

Research Park  
Columbia, Missouri 65211  
Telephone: [REDACTED]  
Facsimile: [REDACTED]

June 10, 1998

[REDACTED]  
TRIGA Technologies  
Sorrento Electronics  
10240 Flanders Court  
San Diego, CA 92121

As we discussed May 20, 1998, the Management Team at MURR is evaluating whether or not the University will be involved in the design, manufacture and delivery of the Neutron Detector Systems you have previously discussed with [REDACTED].

I understand you have previously received estimated costs from [REDACTED] to provide the Neutron Detector Systems, but this does not represent a contract for the University to provide them. If a contract is written with the University for these systems, I will be the contact person responsible to coordinate that process for the University. If you are interested in pursuing a contract, you will need to formally request a proposal from the University to provide the specified equipment.

If you have any questions, please call me at [REDACTED]

Sincerely,

[REDACTED SIGNATURE]

WAM/ctb

June 30, 1998

[REDACTED]  
[REDACTED] Research Reactor Center  
University of Missouri  
Research Park  
Columbia, Missouri 65211

Re: Price for HRPD System for Thai project.

Dear [REDACTED]

We have received your letter dated 10 June 1998 addressed to [REDACTED] and are concerned with the tone of your letter. We had long and careful discussions of all aspects of the two HRPD systems we plan to acquire from the Reactor facility (MURR). We received what we believe were firm offers provided by [REDACTED]. The total price for each of the HRPD systems was [REDACTED]. It is our understanding that the details of the offers were discussed with, and had the approval of, the [REDACTED].

The prices we received from MURR were incorporated into the specific contracts (Morocco, Thailand). We don't have flexibility at this late stage to modify the contract prices.

The Thai Contract requires that all work including experimental equipment must be in place, tested, demonstrated, and accepted by our client within 48 months; i.e., on or before July, 2001. The Morocco contract is a 30 month contract beginning August 1998 (i.e., completion in the year 2000). We trust we can work effectively with the MURR personnel to complete this interesting HRPD project in a timely fashion and on the previous terms.

Sincerely,

[REDACTED]  
[REDACTED]  
[REDACTED]

Cc: [REDACTED]

5 Aug., 1998

[REDACTED]  
[REDACTED] Research Reactor Center  
University of Missouri  
Research Park  
Columbia, Missouri 65211

Fax: [REDACTED]

Re: Purchase of HRPD Systems.

Dear [REDACTED]

This is a follow up to our letter of 30 June 1998 concerning the HRPD systems for our Morocco and Thailand projects. The schedules for both programs require placing the purchase orders for both systems within the next calendar quarter. We therefore need to get responses to our earlier letter in a timely fashion so that we may proceed with the procurement process for these systems.

The need to move forward quickly is particularly important since these systems are long lead items which require early delivery for the installation and commissioning in a timely fashion to avoid substantial late penalties.

We need to receive from you the assurance that these important systems will be made available to us on the agreed upon schedule and price.

We look forward to an early reply.

Sincerely,

[REDACTED SIGNATURE]

Cc: [REDACTED]

**FAXED**  
8-5-98



UNIVERSITY OF MISSOURI - COLUMBIA

RESEARCH REACTOR CENTER

Research Park  
Columbia, Missouri 65211  
Telephone: [REDACTED]  
Facsimile: [REDACTED]

August 8, 1998

[REDACTED]  
TRIGA Technologies, Inc.  
10240 Flanders Court  
San Diego, CA 92121-3990

Dear [REDACTED]

The Management Team at MURR is continuing to evaluate whether or not the University will be involved in the design and manufacture of the HRPD systems to which you refer in your August 5 letter.

We are currently unable to provide the assurances you seek. As I stated in my June 10 letter, the University does not have a contract to provide these systems. At this time there is no assurance the University will be participating in the design and delivery of these systems.

Sincerely,

[REDACTED]

[REDACTED]

[REDACTED]

Income Generating Operations

[REDACTED]



August 17, 1998

TO: [REDACTED]  
FROM: [REDACTED]  
RE: Neutron Detectors

[REDACTED]  
The attached series of correspondence should serve to bring you up to date on the business aspects of the [REDACTED] proposal to build neutron detectors for commercial sale.

Apparently, [REDACTED] had given General Atomics [TRIGATEC] assurances that MU would build the detectors, and even quoted a price for doing so. The folks at General Atomics then incorporated [REDACTED] assurances and price quote into their contracts to build reactors for Thailand and Morocco - all this, without a written contract! At this point General Atomics is "holding the bag".

Walt Meyer's responses accurately reflect my position. We do not have a contract to supply these neutron detectors. We do not have an agreed price. If we are to develop a contract, it would have to be approved by the appropriate University officials. I am still wrestling with whether or not I want to participate in this enterprise. It is not a business, and thus it is not eligible for SBIR or STTR funding.

This might be one of the items we discuss when we meet with [REDACTED]

Thanks.

[REDACTED]

Cc: [REDACTED] [w/o attachments]  
[REDACTED] [w/o attachments]



UNIVERSITY OF MISSOURI-COLUMBIA

Mar. 9, 1999

Research Reactor Center

Research Park

University of Missouri, Columbia

Dear [redacted]

I am writing to you in the hope that you may be able to arbitrate a problem between the MURR management and me.

In 1995, with the encouragement and support of the MURR management, we helped the research reactor center in Sao Paulo Brazil (IPEN) prepare a proposal to their funding agency (the FAPESP), to acquire from us the components needed to construct a high performance neutron powder diffractometer. This was modeled after our unique and successful designs. The prices we indicated to them would have left substantial excess revenue (profit) for MURR, even after the personnel costs had been fully recovered. The FAPESP finally awarded the funding in late 1997, and we received a request for a proforma invoice in April 1998. After many months of discussion, [redacted] decided the MURR would not engage in that type of business activity, and we have been struggling with the commitments we made. We have finally decided to carry out the work as a private business.

During the period when this project was pending, I visited Brazil, as an invited speaker at the Physical Society National Meeting and at various Universities in 1997 and again in 1998 as an invited speaker at a Latin American Workshop on Magnetism. As a result of those visits we have begun several collaborative programs, and I wrote a proposal to the NSF to support these through a "neutron scattering school" to be conducted in Brazil. My Brazilian counterparts have written (and submitted) a parallel proposal to the CNPq (the national science foundation of Brazil). I have been trying to get approval for this submission since the first week in January. The reactor management continues to put obstacles in the way of this, most recently insisting that beam port charges, associated with measurements performed by students in the school, be recovered in full, because (according to them) the benefits to MURR of this proposal were not sufficiently great otherwise. This is impossible because the NSF has been categorical in its refusal to pay neutron charges.

[redacted] has argued that the benefits of this proposal do not justify waiving the neutron charges. In fact, those benefits are substantial:

- 1) Recovered salary for me and [redacted] (and indirects)
- 2) Enhanced collaborations with scientists at some of the premier research institutions in Latin America leading to publications, presentations, future funding, etc.
- 3) Recognition for the University and the investigators.
- 4) Access to students from Brazil, paid by their home institutions.



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Furthermore, the incremental cost to the reactor to carry out this work is nil. No supplies are required and the only people involved are my students, for whom this is a part of their education. If the instrument is idle, the reactor realizes no cost saving.

I agree that we should try to recover the neutron charges when possible, but this should not be an impediment to research if that funding is unavailable and the beams are idle. This issue, of course, is not restricted to this project, but affects all MU researchers who wish to do neutron beam research at MURR. It should be noted, as well, that the National Labs do not charge for beam time when a proposal is accepted, either for neutron beam research or for synchrotron research.

The management has also continued to raise "conflict-of interest" issues without trying to determine if they are real and if so how can they be resolved, further delaying this process. Of course, this issue would never have arisen if the reactor had not prevented us from proceeding with the original project as a funded grant program.

In the most recent e-mail on the subject (Mar 8, 1999), my veracity is questioned, as though I had some ulterior motive for withholding from MURR the revenue it is entitled to. This poisonous atmosphere makes it impossible to work effectively and has had a severe impact on the morale of a large number of MURR employees.

I believe the difficulties I have encountered with regard to this submission are, in part, retaliation for filing a grievance against the MURR management, and are clearly inconsistent with [redacted] agreement, in mediation of that grievance, to provide timely response to grant submissions. I feel that I have been singled out for mistreatment, and the MURR management is using any plausible excuse to interfere with my legitimate activities, and is violating my academic freedom in the process.

I have attached to this letter the correspondence related to this matter. If I have to wait for my grievance to be settled before any action can be taken on this matter, then the opportunity will have been irrevocably lost. Perhaps you can help find a mechanism whereby the proposal can be submitted and the outstanding issues resolved while it is being considered in Washington.

Thank you in advance for your assistance.

Yours sincerely,

[redacted]  
[redacted]  
[redacted] Neutron Scattering  
[redacted]

April 13, 1999

Neutron Scattering  
MURR

Dear [REDACTED]

I appreciate your letter of March 9, 1999 appealing to me to arbitrate a problem between the MURR management and you. I have taken the time to gather additional information on this matter in order to gain as clear an understanding as possible of the issues. In doing so, I reviewed your request carefully with [REDACTED] and [REDACTED].

[REDACTED] was brought into his current leadership role with the charge to develop appropriate policies and charges to users of the Reactor in a manner which would ensure the fiscal solvency of MURR. The issues you raise appear to fall within the domain of MURR management. I fully support the current management policy at the reactor and find them to be reasonable and essential to maintain the solvency of the MU reactor center. I would emphasize the following points in response to your request:

- We have decided not to pursue arrangements with other agencies, universities, or countries to build equipment for entities that do not align with the current mission priorities of MURR. We cannot waive reactor access charges. Research groups such as yours must be prepared to pay such costs of using the reactor. I do not believe it is reasonable to ask the taxpayers of Missouri to absorb the expenses of training foreign nationals in these areas.
- My understanding is that you have been requested to provide additional information to [REDACTED] and MURR management on cost match details associated with your grant.
- I am concerned about your advocating a relationship between your private company and Brazil at a time when you are working for MURR. The relationship between MURR and your private company appears to represent a potential conflict of interest. While I am not in a position to fully judge this matter, I am sure that [REDACTED] is competently undertaking the management of MURR regarding such issues.

AN EQUAL OPPORTUNITY/ADA COMPLIANCE STATEMENT

[REDACTED]  
April 13, 1999  
Page Two

It is your responsibility to ensure that no conflict of interest issues exist. If you have had difficulty communicating this to [REDACTED], I would be interested in more details on this matter.

I wish I could be more helpful in responding directly to your request. I do not believe it is appropriate for me to interject myself in what is clearly an issue of appropriate management of MURR. We have vested this management responsibility in [REDACTED] and I am fully supportive of the role he is playing in that regard.

Sincerely,

[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]  
c [REDACTED]



May 4, 1999

To: [Redacted]

From: [Redacted]

RE: Disciplinary Action - Oral Warning

cc: [Redacted]  
Human Resource Services

This letter serves as documentation of an oral warning, delivered on May 4, 1999, concerning your behavior at a meeting of MURR scientists on April 15, 1999. During this meeting you began shouting and using obscenities which were overheard by those in the MURR front lobby, including some faculty visitors. Your behavior was disrespectful to all in the meeting, not only because of the tone and profane language, but also by cutting people off and overriding others' attempts to contribute to the discussion. However, the most egregious offense was your vehement and hostile verbal attack aimed specifically at [Redacted] subordinate [Redacted] MURR employee. No one should have to endure this type of verbal abuse in any setting, but most certainly not in the work place.

This type of hostile aggressive behavior is unacceptable and will not be tolerated by MURR management. Therefore, we must inform you that if you exhibit such behavior in the future, the appropriate disciplinary actions will be taken, up to and including termination of your employment at MURR.

Again this letter serves as documentation of MURR management's oral warning concerning your hostile aggressive behavior. A copy of this memo is being placed in your Personnel File.

UNIVERSITY OF MISSOURI-COLUMBIA



UNIVERSITY OF MISSOURI-COLUMBIA

Research reactor Center

Research Park  
Columbia, Missouri 65211

May 24, 1999

UMC

Dear [redacted]

I delayed responding to your letter of Apr. 13, since I did not want it to consist only of my opinions, which are contrary to those of [redacted] and [redacted] I have attempted, in the intervening period, to collect some information about the effects of requiring the researchers to pay for access to MURR, through the imposition of neutron charges. I have spoken to a variety of people at the funding agencies and to numerous people at MU about this policy.

The waiver of charges dates back to the earliest history of MURR and is associated with both NSF support for infrastructure and permission to carry out commercial work while DOE maintains its fuel support, as the attached recollection by [redacted] makes clear. I have not found any sign of a formal agreement between MU and the agencies and so I inquired as to whether such an agreement exists and what the agencies might do if requests for these charges were included in grant applications.

I spoke first to the office of the NSF that supports some of my work in magnetism (DMR). To the best of their knowledge there is no formal prohibition against payment of these charges. However, they made it clear that the likelihood of increased funding levels was close to zero and that these charges must simply substitute for other expense items such as salary, student support, etc. Furthermore, they suggested that a budget structured in that way (i.e. reduced student support or commitment by the P.I.) would probably be seen by the reviewers in an unfavorable light. In other words, the likelihood of successful funding would be reduced.

I turned then to DOE and spoke to [redacted] from the Office of Energy Research, which funds most of the neutron scattering in the U.S. He informed me that DOE does not allow such charges for use of the DOE facilities, but that he was also not aware of any prohibition against inclusion of those charges in grants to MU. Like NSF, though, he referred to the inelasticity in the funding levels and the trade-off that would have to be made in budgets, to the possible detriment to credibility of the application. He suggested, though, that while his office had no formal objection, this should be discussed with the DOE officers responsible for our fuel support. Consequently, I spoke to [redacted] who is [redacted]

I was shocked to find that DOE already has serious concerns about the level of commercial activity at MURR, although fuel support would probably continue if things followed their historic course. However, when I explained the new policy, he was quite disturbed. He asked for a letter describing the proposal, which he intends to bring to his advisory board in June. Briefly, his opinion is that DOE should not be supporting commercial work, but that it is tolerated as long as research is the beneficiary. The possibility that the line has been crossed seems real to him.



an equal opportunity institution

I am aware of two previous cases in which this type of charge has been imposed for scattering research. The first was for neutrons at the MIT reactor. The result was the retirement of [REDACTED] who subsequently [REDACTED] and the cessation of research at MIT by the remaining faculty in the field. They took their programs to DOE facilities. The reactor's revenues declined and it has been an ongoing struggle to keep the doors open. The other case is the Daresbury Laboratory in the U.K., a national x-ray beam facility. [REDACTED] informed me that since charges have been imposed, the users are "staying away in droves." They have either shifted to other topics or have applied to the other European Synchrotron facilities for access.

Based on these discussions I conclude that the result of this policy would be, at best, a marginal increase in reactor support, through the substitution of neutron charges for GRA stipends, to the detriment of the educational mission. At worst there will be a decline in grant support and possible loss of fuel support. Is this worth the risk?

I believe this entire problem has arisen in large part due to confusion between the attribution of costs on an accounting basis and the real costs. It is entirely appropriate to attribute a significant fraction of the reactor costs to the neutron beams. However, this process does not alter the fact that closing the beams would lead to no reduction in the reactor operating costs. The major costs of the program are the scientists' salaries, which can be (partially) recovered from research grants. MURR recovered 5 months of my salary this year. Elimination of the entire neutron scattering program would lead to a reduction of MURR's total budget by less than 10% while the scientific program would be cut by about 1/3. This program has generated three Chancellor's Awards for Outstanding Research, published hundreds of peer reviewed papers, educated numerous graduate students and brought many forms of recognition to MU. I believe that there are opportunities for significantly enhanced (block) funding based on MURR's unique position as the center best able to educate the next generation of scientists in this field. The lack of institutional support makes it presently impossible to develop a credible request.

With regard to the Brazilian proposal, my original budget of \$[REDACTED] was more than the \$[REDACTED] typically awarded by NSF's International Programs. Clearly the addition of \$[REDACTED] would have put it totally out of range. I have informed my Brazilian collaborators that I will not submit this proposal and that they should withdraw theirs (which was submitted in July 1998 before I had any idea of these requirements).

I would very much welcome the opportunity to discuss this matter with you and hope that a reasonable solution can be found.

Yours sincerely

[REDACTED]  
[REDACTED]  
[REDACTED] Neutron Scattering

\* Personnel File Document  
Withhold in its entirety.

DEC-21-2001 14:17

Winston &  
NRR

Personnel File Document  
Withdrawn in its Entirety



UNIVERSITY OF MISSOURI-COLUMBIA

24

Research Reactor Center

Research Park  
Columbia, Missouri 65211



May 24, 1999

[Redacted]

UMC

Dear [Redacted]

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OPTIONAL FORM NO. 10

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Based on these discussions I conclude that the result of this policy would be, at best, a marginal increase in reactor support, through the substitution of neutron charges for GRA stipends, to the detriment of the educational mission. At worst there will be a decline in grant support and possible loss of fuel support. Is this worth the risk?

I believe this entire problem has arisen in large part due to confusion between the attribution of costs on an accounting basis and the real costs. It is entirely appropriate to attribute a significant fraction of the reactor costs to the neutron beams. However, this process does not alter the fact that closing the beams would lead to no reduction in the reactor operating costs. The major costs of the program are the scientists' salaries, which can be (partially) recovered from research grants. MURR recovered 5 months of my salary this year. Elimination of the entire neutron scattering program would lead to a reduction of MURR's total budget by less than 10% while the scientific program would be cut by about 1/3. This program has generated three Chancellor's Awards for Outstanding Research, published hundreds of peer reviewed papers, educated numerous graduate students and brought many forms of recognition to MU. I believe that there are opportunities for significantly enhanced (block) funding based on MURR's unique position as the center best able to educate the next generation of scientists in this field. The lack of institutional support makes it presently impossible to develop a credible request.

With regard to the Brazilian proposal, my original budget of [REDACTED] was more than the [REDACTED] typically awarded by NSF's International Programs. Clearly the addition of [REDACTED] would have put it totally out of range. I have informed my Brazilian collaborators that I will not submit this proposal and that they should withdraw theirs (which was submitted in July 1998 before I had any idea of these requirements).

I would very much welcome the opportunity to discuss this matter with you and hope that a reasonable solution can be found.

Yours sincerely

[REDACTED]

[REDACTED] Neutron Scattering

# GENERAL EXECUTION OF CORPORATE OR BOARD INSTRUMENTS

172.390, R.S.Mo. 1959; Bd. Min. 4-11-58, p. 12,512; Amended 5-20-77, p. 37,690 and 3-28-80, p. 38,100; Revised Bd. Min. 6-14-85; 1-21-98.

## 70.010 GENERAL EXECUTION OF CORPORATE OR BOARD INSTRUMENTS

**A. ALL INSTRUMENTS** -- All instruments affecting The Curators of the University of Missouri, the Board of Curators of the University of Missouri, or the University generally shall be executed on behalf thereof as provided in this section unless execution thereof shall have otherwise been specifically provided for and directed by the Board.

### B. REAL ESTATE

1. Any of the lands donated by the Atlantic & Pacific Railroad Company to the State of Missouri by deed dated the sixteenth day of February, 1871, and all other lands conveyed by corporations or individuals to the State of Missouri for sale in aid of the state university, may be sold and conveyed by the board of curators, and deeds of conveyance to same shall be executed by the president of the board, signed by him, with the seal of the corporation attached thereto, and attested by the secretary of the board; and provided further, that any conveyances of such lands heretofore made by said board in accordance with the provisions of this section shall divest the State of Missouri of all title to the same and vest said title in the grantees, their heirs and assigns forever.

2. Instruments conveying title to real estate owned by The Curators of the University of Missouri shall, upon approval of same by the Board of Curators, be executed in the name of The Curators of the University of Missouri and signed by the President of the University or his/her designee, with the corporate seal affixed, attested by the Secretary.

**C. ALL CONTRACTS, OTHER INSTRUMENTS AND AGREEMENTS** -- All contracts and other instruments and agreements of The Curators of the University of Missouri shall be executed in the name of The Curators of the University of Missouri and signed by the President thereof, the President of the University, the Vice President for Finance and Administration, or such other officer as may be specifically designated by the Board, and the corporate seal may be affixed, attested by the Secretary. The named officers may, by written authorization, delegate special authority to sign specific instruments on their behalf to the Chancellor of each campus. The named officers and the Chancellors receiving delegation from such officers may, by specific written authorization, delegate to one or more designees all or partial authority to sign instruments on their behalf, such written authorization to be filed with the President, Vice President for Finance and Administration, and Secretary of The Board of Curators.

### D. AGREEMENTS BINDING ON BOARD

1. Any instrument heretofore or hereafter executed in conformity with this Section 70.010 shall have the same force and validity as if executed by the President of the Board;

2. No contract or other instrument or agreement which has not been duly authorized by The Board of Curators and executed in the manner herein provided or in a manner specifically provided and directed by the Board shall be binding upon The Curators of the University of Missouri.

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7/20/2001

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http://www.system.missouri.edu/adminfo/rules/business-mm/70010.htm

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