

MATERIAL SUPPORTING THE AGENDA

VOLUME XLIIa

This volume contains the Material Supporting the Agenda furnished to each member of the Board of Regents prior to the meetings held on

October 7, 1994
December 1, 1994

The material is divided according to the standing committees and the meetings that were held and is color coded as follows:

White paper - for documentation of all items that were presented before the deadline date.

Blue paper - all items submitted to the Executive Session and distributed only to the Regents, Chancellor and Executive Vice Chancellors of the System.

Yellow paper - emergency items distributed at the meeting.

Material distributed at the meeting as additional documentation is not included in the bound volume, because sometimes there is an unusual amount and other times some people get copies and some do not get copies. If the Executive Secretary was furnished a copy, then that material goes into the appropriate subject file.



**Material Supporting the Agenda
of the
Board of Regents
The University of Texas System**

Meeting No.: 880

Date: October 7, 1994

Location: Richardson, Texas

BOARD OF REGENTS
OF
THE UNIVERSITY OF TEXAS SYSTEM

CALENDAR

Place: Rooms 1.212 and 1.304, Conference Center
The University of Texas at Dallas
2601 North Floyd Road
Richardson, Texas

Host Institution: The University of Texas at Dallas

Friday, October 7, 1994

10:00 a.m. Convene in Open Session for
the sole purpose of recessing
to Executive Session

1:00 p.m. or
upon recess
of Executive
Session Reconvene in Open Session to
continue until completion of
business

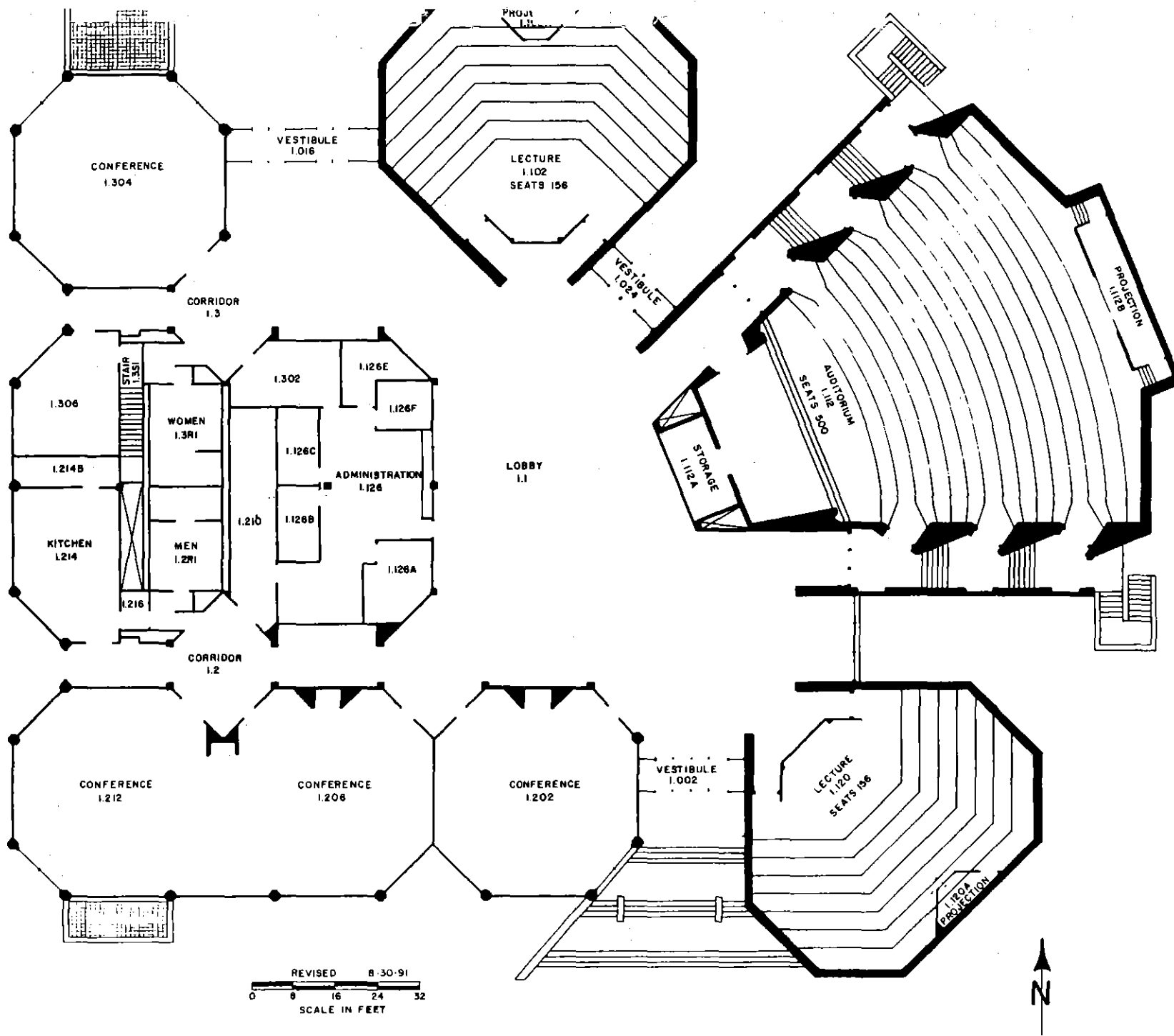
See Pages B of R 1 - 38,
Items A - O

Telephone Numbers

President Jenifer's Office	(214) 690-2201
Conference Center (for calls during the meeting)	(214) 690-2207
Loews Anatole Hotel 2201 Stemmons Freeway	(214) 748-1200

Room 1.212
 Room 1.304
 Room 1.206
 Room 1.202

Regents' Meeting Room
 Executive Session
 Regents' Secretarial Office
 Telephones for Staff/Press



CONFERENCE CENTER

FIRST LEVEL

The University Of Texas At Dallas

Synergy Park Blvd.

To Renner Road ↑

Floyd Road

To Independence ↑
Parkway

Lookout Drive →

Drive D →

Drive E

1

Drive G

Parking

Parking

Parking

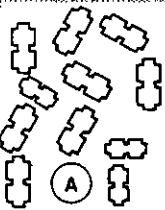
Parking

Drive C

Drive A

Drive B ↑

Main Campus



Waterview Parkway

- | | |
|--|---|
| 1. Guard Station: Visitor Information and Parking | 13. Lloyd V. Berkner Hall (BE) |
| 2. Multipurpose and Engineering Start-up Facility (MP)
Administration Wing (AD) | 14. Engineering & Computer Science Building (ECS) |
| 3. Cecil H. Green Academic Center (GR) | 15. <u>Conference Center (CN)</u> |
| 4. Erik Jonsson Academic Center (JO) | 16. Karl Hobilitzelle Hall |
| 5. Theatre (TH) | 17. Visual Arts Studio (AS) |
| 6. Cecil and Ida Green Center for the Study of Science and Society | 18. Tager |
| 7. Eugene McDermott Library (MC) | 19. North Office Building (NB) |
| 8. Physical Instruction Building (PI) | 20. North Lab Building |
| 9. Student Union (SU) | 21. Garage/Grounds Building |
| 10. Founders Building (FO) | 22. Service Building (SB) |
| 11. Founders North (FN) | 23. Physical Plant (PP) |
| 12. Founders West Annex (FA) | A. Waterview Park Apartments (privately owned) |

To Coit Road ←

Campbell Road

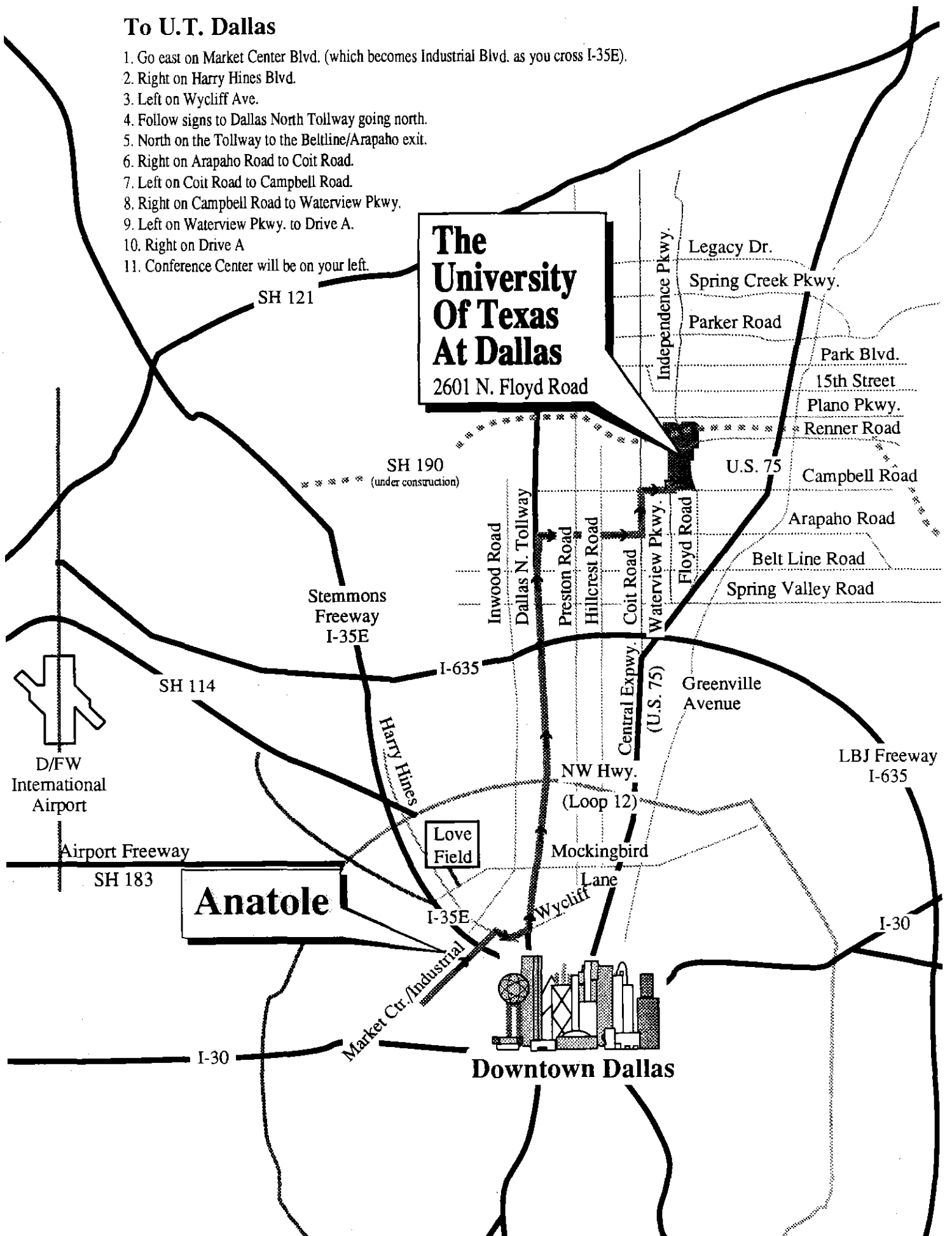
To Central Expressway (U.S. 75) →

North Armstrong

Floyd Road

To U.T. Dallas

1. Go east on Market Center Blvd. (which becomes Industrial Blvd. as you cross I-35E).
2. Right on Harry Hines Blvd.
3. Left on Wycliff Ave.
4. Follow signs to Dallas North Tollway going north.
5. North on the Tollway to the Beltline/Arapaho exit.
6. Right on Arapaho Road to Coit Road.
7. Left on Coit Road to Campbell Road.
8. Right on Campbell Road to Waterview Pkwy.
9. Left on Waterview Pkwy. to Drive A.
10. Right on Drive A
11. Conference Center will be on your left.



Meeting of the Board

AGENDA FOR MEETING
OF
BOARD OF REGENTS
OF
THE UNIVERSITY OF TEXAS SYSTEM

Date: Friday, October 7, 1994

Time: 10:00 a.m. Convene in Open Session for
the sole purpose of recessing
to Executive Session

1:00 p.m. or Reconvene in Open Session to
upon recess continue until completion of
of Executive business
Session

Place: Room 1.304 Open Session at 10:00 a.m.
and Executive Session

Room 1.212 Open Session at 1:00 p.m. or
upon Recess of Executive Session

A. CALL TO ORDER

B. RECESS TO BRIEFING AND EXECUTIVE SESSIONS

The Board will convene in a Briefing Session followed by
an Executive Session pursuant to Texas Government Code,
Chapter 551, Sections 551.071, 551.072, and 551.074 to
consider those matters set out on Page Ex.S - 1 of
the Material Supporting the Agenda.

C. RECONVENE IN OPEN SESSION

D. WELCOME BY PRESIDENT JENIFER

E. APPROVAL OF MINUTES OF REGULAR MEETING
HELD AUGUST 11, 1994

F. RECESS FOR MEETINGS OF THE STANDING COMMITTEES AND COMMITTEE REPORTS TO THE BOARD

The Standing Committees of the Board of Regents of The University of Texas System will meet as set forth below to consider recommendations on those matters on the agenda for each Committee listed in the Material Supporting the Agenda. At the conclusion of each Standing Committee meeting, the report of that Committee will be formally presented to the Board for consideration and action.

Executive Committee: Chairman Rapoport
Vice-Chairman Temple, Vice-Chairman Lebermann
MSA Page Ex.C - 1

Business Affairs and Audit Committee: Chairman Loeffler, Regent Cruikshank, Regent Smiley
MSA Page BAAC - 1

Academic Affairs Committee: Chairman Holmes
Regent Lebermann, Regent Ramirez
MSA Page AAC - 1

Health Affairs Committee: Chairman Ramirez
Regent Cruikshank, Regent Hicks, Regent Temple
MSA Page HAC - 1

Facilities Planning and Construction Committee:
Chairman Temple, Regent Holmes, Regent Lebermann,
Regent Smiley
MSA Page FPCC - 1

Asset Management Committee: Chairman Cruikshank
Regent Hicks, Regent Lebermann, Regent Loeffler,
Regent Smiley
MSA Page AMC - 1

G. RECONVENE AS COMMITTEE OF THE WHOLE

H. ITEMS FOR THE RECORD

1. U. T. System: Report on Status of Degree Programs and Academic Organization Requests Approved by the U. T. Board of Regents and Submitted to the Texas Higher Education Coordinating Board for the Period September 1, 1993 Through August 31, 1994.--

REPORT

Following is a report for the record of the status of degree programs and academic organization requests which have been approved by the U. T. Board of Regents for submission to the Texas Higher Education Coordinating Board. Included are items which have been acted upon by the Coordinating Board since September 1, 1993, were still pending before the Coordinating Board as of August 31, 1994, or have been withdrawn temporarily from Coordinating Board consideration since September 1, 1993.

Four regular Coordinating Board meetings have occurred since the last report. Full approval has been given for 28 programs and administrative change requests and 19 requests are now pending or withdrawn.

a. Degree Programs and Academic Administrative Changes Approved by the Coordinating Board for Implementation

U. T. Arlington

Ph.D. and M.S. in Environmental Science and Engineering

U. T. Austin

M.A. in Post-Soviet and European Studies

U. T. Brownsville

B.A. in Art

B.A. in Music

B.A. in Psychology

M.A. in English

M.A. in History

M.A. in Spanish

Master of Education degrees with majors in
(1) Special Education, (2) Early Childhood Education, (3) Educational Technology, (4) Curriculum and Instruction, and (5) English as a Second Language

U. T. El Paso

M.S.N. in Community Health Nursing with an option in Family Nurse Practitioner

U. T. Pan American

M.A. in Psychology

Ed.D. in Educational Administration (In cooperation with U. T. Austin with degree awarded by U. T. Austin)

Ph.D. in Business Administration with a program in International Business (In cooperation with U. T. Austin with degree awarded by U. T. Pan American)

U. T. Permian Basin

Reorganization of Academic Administrative Structure

U. T. San Antonio

B.A. in Philosophy

M.A. in Art History

B.A. in Communication

B.A. in Mexican-American Studies

B.B.A. with a concentration in Tourism Management

M.S. in Psychology

U. T. Tyler

M.S. in Biology

U. T. Medical Branch - Galveston

Cooperative B.S. in Physician's Assistant Studies
(with U. T. Pan American)

U. T. Health Science Center - Houston

Creation of Department of Physical Medicine and
Rehabilitation

Separation of M.S. in Nursing with major in
Nursing and role option in Perinatal Nursing
into two role options: Perinatal Nursing and
Neonatal Nursing

U. T. Health Science Center - San Antonio

Establishment of Department of Acute Nursing
Care, Chronic Nursing Care, and Family
Nursing Care

Expansion of B.S. with major in Physical Therapy
to the entry-level M.P.T. with Major in
Physical Therapy

M.S. and Ph.D. in Molecular Medicine

M.S.N. with major in Family Nurse Practitioner

b. Requests Approved by the U. T. Board of Regents
and Pending with the Coordinating Board

U. T. Arlington

M.S. in Management of Technology
Master of Software Engineering
Ph.D. in Nursing Administration (withdrawn
from Coordinating Board in 1990 and
resubmitted in 1994 as Ph.D. in Nursing)

U. T. Austin

M.A. and Ph.D. in Neuroscience
Ph.D. in Architecture
Ph.D. in Community and Regional Planning

U. T. Brownsville

B.A. in Chemistry
B.S. in Engineering Technology
B.A. in Physics
B.S. in Health Promotion
B.S. in Nursing

U. T. Pan American

M.S. in Social Work

U. T. San Antonio

Master of Architecture

U. T. Tyler

Creation of a Department of Computer Science and
a Department of Mathematics by Division of the
Department of Mathematics and Computer Science
in the School of Sciences and Mathematics

U. T. Health Science Center - Houston

D.S.N. with major in Nursing (withdrawn from Coordinating Board in 1990 and resubmitted in 1994)

U. T. Health Science Center - San Antonio

B.S. and M.S. with major in Dental Hygiene
B.S. with major in Dental Laboratory Sciences

c. Items Approved by the U. T. Board of Regents, Sent to the Coordinating Board, and Withdrawn

U. T. Arlington

M.A. in Communication withdrawn pending further campus review

U. T. Health Science Center - Houston

Masters Alternative Pathway for Non-Nurses (M.A.P.N.) leading toward M.S. in Nursing (originally called F.A.S.T.)

2. U. T. System: Report on Status of Administratively Approved Academic Program Changes for the Period September 1, 1993 Through August 31, 1994.--

REPORT

Under U. T. Board of Regents' guidelines, the appropriate Executive Vice Chancellors are authorized to forward certain academic program changes to the Texas Higher Education Coordinating Board for approval at the staff level, subject to periodic reporting to the U. T. Board of Regents for the record. These changes, considered to be "nonsubstantive" according to the Coordinating Board's terminology, must be consistent with institutional missions approved by the U. T. Board of Regents and the Coordinating Board.

A report for the record of 25 such nonsubstantive approvals granted by the staff of the Coordinating Board for eight U. T. System general academic and health component institutions for the period September 1, 1993 through August 31, 1994 follows. Items marked by an asterisk (*) indicate an earlier approval by Coordinating Board staff although notification to the U. T. System occurred after September 1, 1993.

U. T. Arlington (1 item)

1. Established B.S. with major in Exercise Science in addition to existing B.A. in Exercise and Sports Studies degree

U. T. Austin (3 items)

2. Replaced program option in Aquatic Biology with option in Ecology, Evolution, and Conservation Biology under B.S. in Biology degree

U. T. Austin (cont'd)

3. Changed name of Department of Music to School of Music in the College of Fine Arts
4. Revised curriculum for B.S. in Applied Learning and Development with major in Applied Learning and Development

U. T. Brownsville (2 items)

5. Changed name of School of Business and Industry to School of Business
6. Changed name of College of Science and Mathematics to College of Science, Mathematics, and Technology

U. T. Dallas (2 items)

7. Changed the B.S. in Business Administration and Management with major in Accounting to a B.S. with major in Accounting
8. Added a major in Engineering Mathematics to the Master of Science in Mathematical Sciences degree

U. T. El Paso (6 items)

9. Changed name of Department of Electrical Engineering to Department of Electrical and Computer Engineering
10. Changed name of B.S. in Metallurgical Engineering to B.S. in Metallurgical and Materials Engineering
11. Replaced B.A. with majors in Communication, Journalism, Broadcasting and Speech Communication with B.A. with major in Communication and programs in Communication Studies, Media Advertising, Print Media, Electronic Media, and Organizational Communication/Public Relations
12. Renamed the Department of Management as Department of Information and Decision Sciences; renamed the Department of Marketing as Department of Management and Marketing; and moved the program for the B.B.A. in Management to the Department of Management and Marketing*
13. Replaced Bachelor of Music with major in Music Education with Bachelor of Music with major in General Music*
14. Replaced M.A. with major in Applied English Linguistics with M.A. with major in Linguistics with programs in Applied Linguistics and Hispanic Linguistics

U. T. San Antonio (7 items)

15. Replaced teacher certification programs in Chemistry, Earth Science, Life/Earth Science, Physical Science, Physics, and Science Composite with B.S. with major in Multidisciplinary Science*
16. Changed name of B.F.A. with major in Art and Design with Concentration in Architectural Design to B.S. with major in Architecture
17. Established a Post-Baccalaureate Teacher Certification program
18. Established B.A. with major in Chemistry in addition to B.S. in Chemistry
19. Established B.A. with major in Geology in addition to B.S. in Geology
20. Established B.A. with major in Physics in addition to B.S. in Physics
21. Changed Master of Professional Accounting with a concentration in Taxation to Master of Taxation degree

U. T. Medical Branch - Galveston (1 item)

22. Changed name of Department of Ophthalmology to Department of Ophthalmology and Visual Sciences

U. T. Health Science Center - Houston (3 items)

23. Added a coordinated program option leading to a M.S. in Nursing with major in Nursing and a M.P.H. with major in Public Health
24. Added concentrations in Cancer Biology, Genes and Development, and Regulatory Biology to the existing M.S. and Ph.D. with major in Biomedical Sciences
25. Added Nurse Practitioner role option within existing programs in Emergency/Ambulatory Care Nursing, Oncology Nursing, and Psychiatric/Mental Health Nursing

3. U. T. System: Report on Role and Mission Statements and Tables of Programs for General Academic Institutions.--

REPORT

At the April 1994 meeting, the U. T. Board of Regents approved U. T. general academic component institution Tables of Programs in a consolidated format and authorized submission of Role and Mission Statements and Tables of Programs for U. T. general academic components to the Texas Higher Education Coordinating Board. That authorization included an expectation of a report back to the Board to include individual component Role and Mission Statements and Tables of Programs. These are set out on Pages B of R 9 - 36. The Tables of Programs were approved by the Coordinating Board at its April 1994 meeting. The Role and Mission Statements are to be considered at the October meeting of the Coordinating Board.

Coordinating Board review is based on Section 61.051 of the Texas Education Code which requires the Coordinating Board to review at least every four years the Role and Mission Statements, Tables of Programs, and all degree and certificate programs offered by public institutions of higher education.

The Role and Mission Statements for the U. T. general academic institutions were last considered by the U. T. Board of Regents at its April 1990 meeting. The proposed Role and Mission Statement for U. T. Austin remains unchanged from the 1990 statement, and U. T. Dallas and U. T. Tyler statements contain minor changes. U. T. Arlington, U. T. El Paso, U. T. Pan American, U. T. Permian Basin, and U. T. San Antonio have revised or replaced the 1990 statements. Each statement is consistent with the respective institution's Table of Programs and strategic plan.

The Coordinating Board has not previously approved a Role and Mission Statement for U. T. Brownsville since the institution was part of U. T. Pan American in 1990. The proposed Role and Mission Statement for U. T. Brownsville reflects the distinctive mission of the institution and includes a statement regarding the U. T. Brownsville/Texas Southmost College educational partnership. A parallel partnership statement was adopted by the Board of Trustees for Texas Southmost College on July 28, 1994.

The University of Texas at Arlington

Role and Mission Statement

The University of Texas at Arlington is the most comprehensive general academic component of The University of Texas System in North Texas. As a component institution of The University of Texas System, the University is committed to high standards of achievement in research and teaching.

Students learn in an environment of academic freedom. They are taught by scholars with expertise in the arts, sciences, and professions of engineering, business administration, architecture, nursing, social work, public affairs and teacher education. This faculty engages in creative activity to develop and maintain its scholarly expertise and to extend human knowledge. The results are made available to students and to the public.

The arts and sciences form the core of the University, as is common to other great universities. The many departments offer courses to support a liberal education at the baccalaureate level. Most departments offer graduate programs, including the doctorate. Graduate and professional degree programs and associated courses meet the varied needs of the region.

As a state-supported public institution, U. T. Arlington is open to all academically-qualified citizens of the State of Texas. Most students come from the Dallas-Fort Worth metropolitan area. However, many come from outside the State, including various foreign countries, to enrich this core.

This mission of The University of Texas at Arlington is consistent with its role and scope as specified by the Texas Legislature, which in 1971 said:

The Board is authorized to maintain, operate and administer The University of Texas at Arlington as a general academic institution of higher education offering a standard four-year undergraduate program. The Board shall have the authority to prescribe courses leading to such customary degrees as are offered at leading American universities and to award such degrees. It is the intent of the legislature that such degrees shall include baccalaureate, master's and doctoral degrees and their equivalents

October 1994

TABLE OF PROGRAMS

INSTITUTION: The University of Texas at Arlington

APB: July 19, 1985
APB: October 26, 1990
APB: April 29, 1994

<u>Academic Disciplines</u>	<u>Categories</u>	<u>Assoc</u>	<u>Bacc</u>	<u>Mast</u>	<u>Doct</u>	<u>Prof</u>
Agriculture	(01 & 02)					
Conservation & Renewable Nat. Resources	(03)					
Architecture & Related Programs	(04)		1	1	2A	
Area, Ethnic, & Cultural Studies	(05)					
Marketing, Operations, & Distribution	(08)					
Communications	(09 & 10)		1	2	*	
Computer & Information Sciences	(11)		2	1	1	
Education	(13)			1		
Engineering	(14)		1	1	1	
Engineering-Related Technologies	(15)					
Foreign Languages & Literatures	(16)		3B	3C	*	
Home Economics	(19 & 20)					
Law & Legal Studies	(22)		3D			
English Language & Literature/Letters	(23)		1	1	*	
Liberal A&S, Gen. Studies, & Humanities	(24)		2E	3F	3F	
Library Science	(25)					
Biological/Life Sciences	(26)		1	1	3G	
Mathematics	(27)		1	1	1	
Multi/Interdisciplinary Studies	(30)		3H	3H	2E	
Parks, Rec., Leisure, & Fitness Studies	(31)		3I	2J		
Philosophy	(38)		1	2		
Physical Sciences	(40 & 41)		1	1	1	
Psychology	(42)		1	1	3K	
Protective Services	(43)		1	1		
Public Administration & Services	(44)		1	1	3L	
Social Sciences & History	(45)		1	1	*	
Trade & Industrial	(46, 47, 48, & 49)					
Visual & Performing Arts	(50)		1	*		
Health Professions & Related Sciences	(51)		3M	3N	*	
Business Mgmt. & Admin. Services	(52)		1	1	1	

FOOTNOTES

INSTITUTION: The University of Texas at Arlington

APB: July 19, 1985

APB: October 26, 1990

APB: April 29, 1994

[Footnote references identify Texas CIP code names and code numbers rather than institutional program names.]

- A: City/Urban, Community, & Regional Planning (04.0301.00) only
- B: Russian Language & Literature (16.0402.00), German Language & Literature (16.0501.00), French Language & Literature (16.0901.00), Spanish Language & Literature (16.0905.00), and Classics & Classical Languages & Literatures (16.1201.00) only
- C: Linguistics (16.0102.00), German Language & Literature (16.0501.00), French Language & Literature (16.0901.00), and Spanish Language & Literature (16.0905.00) only
- D: Paralegal/Legal Assisting (22.0103.00) only
- E: Combinations of previously approved programs only
- F: Humanities/Humanistic Studies (24.0103.00) and combinations of previously approved programs only
- G: Biometrics & Biostatistics (26.0614.50) only
- H: Interdisciplinary Studies, General (30.9999.01) and combinations of previously approved programs only
- I: Fitness & Sports (31.0501.10) only
- J: Fitness & Sports (31.0501.10) and Exercise Sciences/Physiology & Movement Studies (31.0505.00) only
- K: Experimental Psychology (42.0801.00) only
- L: Public Administration (44.0401.00), Social Services Administration (44.0401.10), and Social Work (44.0701.00) only
- M: Medical Technology (51.1005.00) and Nursing, General (51.1601.00) only
- N: Nursing (51.16) only
- *: This designation acknowledges that the institution's governing board has recognized that some degree programs in this discipline category are appropriate for planning at the institutional level for some time in the future. This designation is not recognized by the Coordinating Board as being within the five to six year planning cycle of this Table of Programs. A program proposal submitted under this category will require a change in the Role and Scope prior to consideration of the proposal.

The University of Texas at Austin

Role and Mission Statement

The University of Texas at Austin is a general academic component of The University of Texas System. As a component institution of The University of Texas System, the University is committed to pursue high standards of achievement in instruction, student performance, research, and scholarly accomplishment.

The Role and Mission of The University of Texas at Austin is:

To promote the development of the human resources of Texas and the Nation to their highest potential of intellectual achievement and personal growth;

To provide excellent teaching for the education of qualified and promising undergraduates and graduates of diverse social, economic, and ethnic background;

To conduct research designed to develop and to extend human knowledge;

To advance the arts and to preserve culture;

To cultivate in the minds of students the ethical and moral values that are the basis of a humane social order;

To maintain intellectual freedom, to protect it from those who seek to shackle independent thought, and to guard against unquestioning conformity to established intellectual doctrine;

To provide superior libraries that will serve as centers of scholarly research and as learning resources for students, faculty members, and the people of Texas;

To render service to the public through museums, exhibitions, performing arts, and other cultural activities; through applied research; through dissemination of information; and through athletic activities;

To provide continuing and advanced education for professional development and intellectual enrichment; and,

To serve as the leader of higher education in Texas and to develop further a superior system of higher education, as well as to sustain and strengthen the quality of primary and secondary school education throughout the State.

TABLE OF PROGRAMS

INSTITUTION: The University of Texas at Austin

APB: October 26, 1984

APB: October 26, 1990

APB: April 29, 1994

<u>Academic Disciplines</u>	<u>Categories</u>	<u>Assoc</u>	<u>Bacc</u>	<u>Mast</u>	<u>Doct</u>	<u>Prof</u>
Agriculture	(01 & 02)					
Conservation & Renewable Nat. Resources	(03)					
Architecture & Related Programs	(04)		1	1	2	
Area, Ethnic, & Cultural Studies	(05)		1	1	1	
Marketing, Operations, & Distribution	(08)					
Communications	(09 & 10)		1	1	1	
Computer & Information Sciences	(11)		1	1	1	
Education	(13)			1	1	
Engineering	(14)		1	1	1	
Engineering-Related Technologies	(15)					
Foreign Languages & Literatures	(16)		1	1	1	
Home Economics	(19 & 20)		1	1	1	
Law & Legal Studies	(22)			1		1
English Language & Literature/Letters	(23)		1	1	1	
Liberal A&S, Gen. Studies, & Humanities	(24)		1	2A		
Library Science	(25)		2	1	1	
Biological/Life Sciences	(26)		1	1	1	
Mathematics	(27)		1	1	1	
Multi/Interdisciplinary Studies	(30)		1	1	1	
Parks, Rec., Leisure, & Fitness Studies	(31)		3B	3C	3C	
Philosophy	(38)		1	1	1	
Physical Sciences	(40 & 41)		1	1	1	
Psychology	(42)		1	1	1	
Protective Services	(43)					
Public Administration & Services	(44)		1	1	1	
Social Sciences & History	(45)		1	1	1	
Trade & Industrial	(46, 47, 48, & 49)					
Visual & Performing Arts	(50)		1	1	1	
Health Professions & Related Sciences	(51)		3D	3E	3E	3F
Business Mgmt. & Admin. Services	(52)		1	1	1	

FOOTNOTES

INSTITUTION: The University of Texas at Austin

APB: October 26, 1984

APB: October 26, 1990

APB: April 29, 1994

[Footnote references identify Texas CIP code names and code numbers rather than institutional program names.]

- A: Combinations of previously approved programs only**
- B: Fitness & Sports (31.0501.10) only**
- C: Exercise Sciences/Physiology & Movement Studies (31.0505.00) only**
- D: Communication Disorders, General (51.0201.00), Health Studies (51.0301.20), Medical Technology (51.1005.00), Nursing, General (51.1601.00), and Pharmacy (BPharm, PharmD) (51.2001.00) only**
- E: Communication Disorders, General (51.0201.00), Audiology/Hearing Sciences (51.0202.00), Speech-Language Pathology (51.0203.00), Medical Pathology (51.1312.00), Nursing (51.16), Pharmacy (BPharm, PharmD) (51.2001.00), and Public Health Education & Promotion (51.2207.00) only**
- F: Pharmacy (BPharm, PharmD) (51.2001.00) only**

The University of Texas at Brownsville

Role and Mission Statement

The mission of The University of Texas at Brownsville is to provide an accessible, affordable, post-secondary education of high quality; to conduct research which expands knowledge; and to present programs of continuing education, public service, and cultural value to meet the needs of the community.

The University of Texas at Brownsville under the authority of The University of Texas Board of Regents offers baccalaureate degrees in liberal arts and sciences and a variety of professional programs designed to meet student demand and regional needs. The University offers graduate programs at the master's level designed primarily to meet the needs of practicing professionals. The University also supports the delivery of doctoral programs through cooperative agreements with doctoral degree granting institutions.

The University of Texas at Brownsville advances economic and social development, enhances the quality of life, fosters respect for the environment, provides for personal enrichment, and expands knowledge through programs of research, service, continuing education and training. It convenes the cultures of its community, fosters an appreciation of the unique heritage of the Lower Rio Grande Valley and encourages the development and application of bilingual abilities in its students. It provides academic leadership to the intellectual, social, cultural, and economic life of the binational urban region it serves.

The University of Texas at Brownsville places excellence in teaching and learning at the core of its commitments. It seeks to help students at all levels develop the skills of critical thinking, quantitative analysis, and effective communications which will sustain life-long learning. It seeks to develop a university which respects the dignity of each learner and addresses the needs of the entire community.

Philosophy Statement

The University of Texas at Brownsville is committed to excellence. It is dedicated to stewardship, integrity, service, openness, accessibility, efficiency, and citizenship. The University is committed to students, participatory governance, liberal education, the expansion and application of knowledge, human dignity, the convening of cultures and respect for our environment.

Partnership Statement

The Partnership between the University of Texas at Brownsville and Texas Southmost College, is formed under the provision of Chapter 51, Subchapter L of the Texas Education Code. Texas Southmost College accomplishes its mission through its own operations and through the operations of The University of Texas at Brownsville. The University is committed to its partnership with Texas Southmost College and has policies and procedures which sustain and develop this fundamental relationship.

TABLE OF PROGRAMS

INSTITUTION: The University of Texas at Brownsville

PAPB: April 20, 1990
 APB: October 26, 1990
 APB: April 29, 1994

<u>Academic Disciplines</u>	<u>Categories</u>	<u>Assoc</u>	<u>Bacc</u>	<u>Mast</u>	<u>Doct</u>	<u>Prof</u>
Agriculture	(01 & 02)					
Conservation & Renewable Nat. Resources	(03)					
Architecture & Related Programs	(04)					
Area, Ethnic, & Cultural Studies	(05)			2A		
Marketing, Operations, & Distribution	(08)					
Communications	(09 & 10)		2B			
Computer & Information Sciences	(11)		2			
Education	(13)			1		
Engineering	(14)					
Engineering-Related Technologies	(15)		2C			
Foreign Languages & Literatures	(16)		3D	2D		
Home Economics	(19 & 20)		2E			
Law & Legal Studies	(22)		2			
English Language & Literature/Letters	(23)		3G	2H		
Liberal A&S, Gen. Studies, & Humanities	(24)		3I			
Library Science	(25)					
Biological/Life Sciences	(26)		3J	2J		
Mathematics	(27)		1	2K		
Multi/Interdisciplinary Studies	(30)		3L	3M		
Parks, Rec., Leisure, & Fitness Studies	(31)		3N	2N		
Philosophy	(38)					
Physical Sciences	(40 & 41)		2O			
Psychology	(42)		2P			
Protective Services	(43)		3Q	2R		
Public Administration & Services	(44)		•	•		
Social Sciences & History	(45)		1	•		
Trade & Industrial	(46, 47, 48, & 49)					
Visual & Performing Arts	(50)		2S			
Health Professions & Related Sciences	(51)		2T	•		
Business Mgmt. & Admin. Services	(52)		1	3U		

FOOTNOTES

INSTITUTION: The University of Texas at Brownsville

PAPB: April 20, 1990

APB: October 26, 1990

APB: April 29, 1994

[Footnote references identify Texas CIP code names and code numbers rather than institutional program names.]

- A: Hispanic-American Studies (05.0203.00) only
- B: Journalism (09.0401.00) only
- C: Electronic Engineering Technology/Technician (15.0303.20), Industrial/Manufacturing Technology/Technician (15.0603.00), Manufacturing Technology/Technician (15.0603.10), Environmental & Pollution Control Technology/Technician (15.0507.00), Mechanical Engineering/Mechanical Technology/Technician (15.0805.00), and Engineering Technology/Technician, General (15.1101.01) only
- D: Spanish Language & Literature (16.0905.00) only
- E: Home Economics, General (19.0101.00) and Individual & Family Development Studies, General (19.0701.00) only
- F: Paralegal/Legal Assisting (22.0103.00) only
- G: English Language & Literature, General (23.0101.00) and Speech Communication (23.1001.20) only
- H: English Language & Literature, General (23.0101.00) only
- I: Liberal Arts & Sciences/Liberal Studies (24.0101.00) and combinations of previously approved programs only
- J: Biology, General (26.0101.00) only
- K: Mathematics (27.0101.00) only
- L: Applied Arts & Sciences (30.9999.40) and combinations of previously approved programs only
- M: Interdisciplinary Studies, General (30.9999.01) and combinations of previously approved programs only
- N: Park, Recreation, & Leisure Services (31.0101.00) and Fitness & Sports (31.0501.20) only
- O: Chemistry, General (40.0501.00) and Physics, General (40.0801.00) only
- P: Psychology, General (42.0101.00) only
- Q: Corrections/Correctional Administration (43.0102.00) and Criminal Justice/Law Enforcement Administration (43.0103.00) only
- R: Criminal Justice/Law Enforcement Administration (43.0103.00) only
- S: Drama/Theater Arts, General (50.0501.00), Art, General (Visual) (50.0701.00), and Music, General (50.0901.00) only
- T: Nursing, General (51.1601.00), Health Studies (51.0301.20), and Allied Health Sciences, General (51.9999.01) only
- U: Business, General (52.0101.00) and Operations Management & Supervision (52.0205.00) only
- *: This designation acknowledges that the institution's governing board has recognized that some degree programs in this discipline category are appropriate for planning at the institutional level for some time in the future. This designation is not recognized by the Coordinating Board as being within the five to six year planning cycle of this Table of Programs. A program proposal submitted under this category will require a change in the Role and Scope prior to consideration of the proposal.

The University of Texas at Dallas

Role and Mission Statement

The University of Texas at Dallas, defined by state law as a "general academic institution" of The University of Texas System, is committed to pursue high standards of achievement in instruction, student performance, research, and scholarship.

U. T. Dallas believes the purpose of any university is the advancement of knowledge and the education of its students and recognizes that the quality of a university is measured by how well it accomplishes these purposes. To those ends, U. T. Dallas is committed to excellence in the conduct of research and instruction. In addition, the University's destiny is inextricably linked with the fortune of the Dallas metropolitan area. The University believes a partnership with the knowledge-based businesses and industries of this area will enhance the University's opportunity to become the first-class institution it aspires to be.

The principal mission of the University of Texas at Dallas is to be responsive to the educational and research needs of the nation as exemplified by the technologically-sophisticated and managerially-intensive economy of the Dallas metropolitan area. A unique portion of the mission of U. T. Dallas, which is met through the Callier Center for Communication Disorders, is the provision of clinical services, educational services, cultural and social activities and the conduct of research to serve the needs of those with communication disorders.

To support the social, cultural, and economic development of the Dallas region, U. T. Dallas has defined its principal mission, designed its programs, and assembled its faculty with an aim toward the conduct of graduate education and research to meet the needs of business, industry, and government, as well as to continue to enhance its national academic reputation by the placement of some of its doctoral graduates at major universities.

At the undergraduate level, U. T. Dallas emphasizes the admission of lower division students who intend to enroll in academic programs leading to degrees in natural sciences, mathematics, or engineering. At the upper division, U. T. Dallas emphasizes serving those students who have received freshman-level and sophomore-level instruction at community colleges located in the Dallas metropolitan area.

U. T. Dallas is a doctoral-granting university with a strong research tradition which can be traced back to its origin as the Southwest Center for Advanced Studies. At the core of the U. T. Dallas curriculum are the arts and sciences, those academic disciplines common to most colleges and universities in the United States. Degree programs are offered in these disciplines to support a general liberal education, within an interdisciplinary context, at the baccalaureate level. Master's level courses and degree programs also are offered in many of these disciplines, and offerings at the doctoral level exist in three of the Arts and Sciences discipline categories.

Degree programs and course offerings beyond those in the Arts and Sciences core reflect the specific need of employers and citizens in the Dallas region and the distinctive character of U. T. Dallas as a graduate research institution. U. T. Dallas currently offers baccalaureate and master's level programs and courses in eight professional or other disciplines (Business Administration, Engineering, Health Sciences, Public Affairs, Communication, Computer and Information Sciences, Multi/Interdisciplinary and Liberal/General Studies). In addition, baccalaureate level programs in Area/Ethnic Studies and master's level programs in Education are authorized. Doctoral level work in six professional discipline categories is offered at the present time.

TABLE OF PROGRAMS

INSTITUTION: The University of Texas at Dallas

APB: July 19, 1985
 APB: October 26, 1990
 APB: April 29, 1994

<u>Academic Disciplines</u>	<u>Categories</u>	<u>Assoc</u>	<u>Bacc</u>	<u>Mast</u>	<u>Doct</u>	<u>Prof</u>
Agriculture	(01 & 02)					
Conservation & Renewable Nat. Resources	(03)			2A		
Architecture & Related Programs	(04)					
Area, Ethnic, & Cultural Studies	(05)		3B			
Marketing, Operations, & Distribution	(08)					
Communications	(09 & 10)		*	*		
Computer & Information Sciences	(11)		1	1	1	
Education	(13)			3C	*	
Engineering	(14)		3D	3D	3E	
Engineering-Related Technologies	(15)					
Foreign Languages & Literatures	(16)		3F			
Home Economics	(19 & 20)					
Law & Legal Studies	(22)					
English Language & Literature/Letters	(23)		1	3G	*	
Liberal A&S, Gen. Studies, & Humanities	(24)		3H	3H	3H	
Library Science	(25)					
Biological/Life Sciences	(26)		1	1	1	
Mathematics	(27)		1	1	1	
Multi/Interdisciplinary Studies	(30)		3I	3J		
Parks, Rec., Leisure, & Fitness Studies	(31)					
Philosophy	(38)		2	2		
Physical Sciences	(40 & 41)		1	1	1	
Psychology	(42)		1	3K	*	
Protective Services	(43)					
Public Administration & Services	(44)		3L	3L	3M	
Social Sciences & History	(45)		1	2	*	
Trade & Industrial	(46, 47, 48, & 49)					
Visual & Performing Arts	(50)		3N	*		
Health Professions & Related Sciences	(51)		3O	3P	3Q	
Business Mgmt. & Admin. Services	(52)		1	1	1	

FOOTNOTES

INSTITUTION: **The University of Texas at Dallas**

APB: July 19, 1985

APB: October 26, 1990

APB: April 29, 1994

[Footnote references identify Texas CIP code names and code numbers rather than institutional program names.]

- A: Environmental Science (03.0102.10) only
- B: American Studies/Civilization (05.0102.00) only
- C: Special Education, General (13.1001.00), Mathematics Teacher Education (13.1311.00), Science Teacher Education (13.1316.00), and Social Science Teacher Education (13.1317.00) [Humanities] only
- D: Computer Networks & Data Communication (14.0901.20), Electrical, Electronics, & Communication Engineering (14.10), Engineering Science (14.1301.00), and Industrial/Manufacturing Engineering (14.1701.00) only
- E: Computer Engineering (14.09) and Electrical, Electronics, & Communication Engineering (14.10) only
- F: Russian Language & Literature (16.0402.00), German Language & Literature (16.0501.00), French Language & Literature (16.0901.00), and Spanish Language & Literature (16.0905.00) only
- G: English Language & Literature, General (23.0101.00) only
- H: Humanities/Humanistic Studies (24.0103.00) and combinations of previously approved programs only
- I: Interdisciplinary Studies, General (30.9999.01) and combinations of previously approved programs only
- J: Interdisciplinary Studies, General (30.9999.01), Computer Science & Engineering (30.9999.05), Imaging Science (30.9999.09), and Human Development (30.9999.20) only
- K: Cognitive Psychology (42.0301.10) and Developmental Psychology (42.0701.10) only
- L: Public Administration (44.0401.00) only
- M: Public Policy Analysis (44.0501.00) [Includes Economics] only
- N: Visual & Performing Arts (50.0101.00) only
- O: Speech Pathology & Audiology (51.0201.00) and programs for the diagnosis and remediation of handicapped children and related to the Callier Center only
- P: Speech Pathology & Audiology (51.0204.00) only
- Q: Communication Disorders (51.0201.00) only
- *: This designation acknowledges that the institution's governing board has recognized that some degree programs in this discipline category are appropriate for planning at the institutional level for some time in the future. This designation is not recognized by the Coordinating Board as being within the five to six year planning cycle of this Table of Programs. A program proposal submitted under this category will require a change in the Role and Scope prior to consideration of the proposal.

The University of Texas at El Paso

Role and Mission Statement

The University of Texas at El Paso has as its fundamental mission to provide quality higher education to the citizens of El Paso and the West Texas Region, to prepare them to function effectively in society, and to contribute to the quality of life of this community and region. As a component of The University of Texas System, the University is mandated to be an institution of the first class for the education of all qualified individuals who seek admission.

U. T. El Paso, like other components of the U. T. System, performs the essential functions of a comprehensive urban university. The faculty and administration are committed to the transmission of knowledge through instruction of students, the advancements of knowledge as demonstrated by research and scholarly publication, and the application of knowledge through professional consultation, artistic performance, continuing education and service to agencies and organizations.

Teaching of students—communicating the excitement of recent research and imparting the values appropriate to the various disciplines—is the foundation of U. T. El Paso's mission. The University provides high quality programs of study leading to bachelor's, master's and doctoral degrees. These programs are available to students in six colleges (Business Administration, Education, Engineering, Liberal Arts, Nursing and Health Sciences, Science) and the Graduate School. Recognizing that excellence in all academic areas must be based on strong foundations in the liberal arts and the sciences, U. T. El Paso promotes in all its academic and professional programs the values of depth and scope of knowledge, as well as critical thinking and professional skills, through both the core curriculum and specific degree requirements. The University is committed to offering additional graduate degree programs, especially at the doctoral level, that build upon institutional strengths and fill special needs of the region, the U. T. System, and the State of Texas.

Advancement of knowledge—including additions to existing knowledge as well as the generation of new knowledge—is equally essential to fulfilling the University's charge. The performance of original, creative research is important not only because of the value of the end product, which may be substantial in both intellectual and economic terms, but also because it is a necessary basis of intellectual vitality and effective practice in the other two spheres of the University's mission. Teaching derived from an active research environment is engaged and informed teaching. By the same token, artistic performance and community service are best fulfilled when guided by research. U. T. El Paso is becoming increasingly known for the quality of the faculty's research and is committed to augmenting support for research efforts.

Sharing the fruits of knowledge—including both performances that maintain cultural heritage and practical intervention in community problems—is also an integral part of the University's mission. To fulfill this function of community service, U. T. El Paso provides continuing education courses that range in focus from professional enhancement to personal growth; offers an active program of cultural events in art, drama and music; conducts many special programs for young people; sponsors programs in men's and women's intercollegiate athletics; and serves as a source of expertise and technical assistance in addressing a broad range of regional issues. Recognizing a reciprocity of interests and the potential to enhance educational achievement at all levels, special attention is directed at fostering a productive partnership with area school districts and the El Paso Community College, from which most of U. T. El Paso's students originate.

U. T. El Paso carries out the traditional functions of an urban university in an environment with three special characteristics. First, the geographical isolation of El Paso creates important interdependence between the community and the institution. U. T. El Paso is the only viable and affordable higher education option available to a majority of the regional population; it interfaces with an unusually wide range of organizations and agencies; and it derives support from a broad regional base. Second, the University is located on an international border. Historically, U. T. El Paso has provided higher educational opportunities to northern Mexico, particularly to the neighboring state of Chihuahua. In addition, the location provides special research and outreach opportunities to faculty and students, and such opportunities are likely to increase significantly as ties between the U.S. and Mexico grow closer through the North American Free Trade Agreement. Third, the University has a majority Hispanic enrollment. U. T. El Paso is in the forefront of an important demographic transition occurring on a regional as well as a national level, and serves as a model for other higher education institutions as they seek to respond to a constituency that is increasingly Hispanic.

TABLE OF PROGRAMS

INSTITUTION: The University of Texas at El Paso

APB: July 19, 1985

APB: October 26, 1990

APB: April 29, 1994

<u>Academic Disciplines</u>	<u>Categories</u>	<u>Assoc</u>	<u>Bacc</u>	<u>Mast</u>	<u>Doct</u>	<u>Prof</u>
Agriculture	(01 & 02)					
Conservation & Renewable Nat. Resources	(03)			2A		
Architecture & Related Programs	(04)		*			
Area, Ethnic, & Cultural Studies	(05)		3B	2B		
Marketing, Operations, & Distribution	(08)					
Communications	(09 & 10)		1	2C		
Computer & Information Sciences	(11)		1	1		
Education	(13)			1	2D	
Engineering	(14)		1	1	3E	
Engineering-Related Technologies	(15)					
Foreign Languages & Literatures	(16)		3F	3F	2G	
Home Economics	(19 & 20)		2H			
Law & Legal Studies	(22)					
English Language & Literature/Letters	(23)		1	1		
Liberal A&S, Gen. Studies, & Humanities	(24)		2I	2I		
Library Science	(25)			2J		
Biological/Life Sciences	(26)		1	1	2K	
Mathematics	(27)		1	1		
Multi/Interdisciplinary Studies	(30)		3L	3L		
Parks, Rec., Leisure, & Fitness Studies	(31)		3M	2M		
Philosophy	(38)		1	2		
Physical Sciences	(40 & 41)		1	1	3N	
Psychology	(42)		1	1	3O	
Protective Services	(43)		1	*		
Public Administration & Services	(44)		3P	3Q		
Social Sciences & History	(45)		1	1	2R	
Trade & Industrial	(46, 47, 48, & 49)					
Visual & Performing Arts	(50)		1	1		
Health Professions & Related Sciences	(51)		3S	3T	*	
Business Mgmt. & Admin. Services	(52)		1	1	*	

FOOTNOTES

INSTITUTION: The University of Texas at El Paso

APB: July 19, 1985
APB: October 26, 1990
APB: April 29, 1994

[Footnote references identify Texas CIP code names and code numbers rather than institutional program names.]

- A: Environmental Science (03.0102.10) only**
- B: Latin American Studies (05.0107.00) and Hispanic-American Studies (05.0203.00) only**
- C: Communications, General (09.0101.00) only**
- D: Educational Administration & Supervision, General (13.0401.00) only**
- E: Computer Engineering (14.0901.00), Environmental Engineering (14.1401.10), and Materials Engineering (14.1801.00) only**
- F: Linguistics (16.0102.00), German Language & Literature (16.0501.00), French Language & Literature (16.0901.00), and Spanish Language & Literature (16.0905.00) only**
- G: Spanish Linguistics (16.0905.01) only**
- H: Child Growth, Care, & Development Studies (19.0706.00) only**
- I: Combinations of previously approved programs only**
- J: Library Science/Librarianship (25.0101.00) only**
- K: Toxicology (26.0612.00) only**
- L: Interdisciplinary Studies, General (30.9999.01) and combinations of previously approved programs only**
- M: Fitness & Sports (31.0501.10) only**
- N: Geology (40.0601.00) only**
- O: Psychology, General (42.0101.00), Community Psychology (42.0401.00), and Industrial & Organizational Psychology (42.0901.00) only**
- P: Social Work (44.0701.00) only**
- Q: Public Administration (44.0401.00) and Social Work (44.0701.00) only**
- R: Southwestern United States History (45.0801.01) only**
- S: Speech Pathology & Audiology (51.0204.00), Health Studies (51.0301.20), Medical Technology (51.1005.00), Nursing, General (51.1601.00), Occupational Therapy (51.2306.00), and Health Professions, General (51.9999.20) only**
- T: Speech Pathology & Audiology (51.0204.00), Community Health Liaison (51.0301.00), Nursing (51.16), Public Health, General (51.2201.00), Physical Therapy (51.2308.00), and Health Professions, General (51.9999.20) only**
- *: This designation acknowledges that the institution's governing board has recognized that some degree programs in this discipline category are appropriate for planning at the institutional level for some time in the future. This designation is not recognized by the Coordinating Board as being within the five to six year planning cycle of this Table of Programs. A program proposal submitted under this category will require a change in the Role and Scope prior to consideration of the proposal.**

The University of Texas - Pan American

Role and Mission Statement

The University of Texas - Pan American is a comprehensive general academic component of The University of Texas System established to meet the higher education needs of the Lower Rio Grande Valley, with a growing commitment to international education. The University is committed to pursuing high standards of achievement in instruction, student performance, research, scholarly accomplishment, and professional service.

The University of Texas - Pan American is committed to providing an environment of academic freedom in which students learn from faculty scholars who have expertise in the arts and sciences, as well as in the professions of business, criminal justice, engineering, nursing and allied health, public administration, social work, and education. Excellence in teaching is enhanced by faculty engaged in research and creative activity, both to develop and maintain their own scholarship and to extend human knowledge. The results of that research and creativity are made available to students in the classroom and the laboratory, and to the general public through performance, presentation, publication, and public service activities.

The University of Texas - Pan American strives to fulfill its responsibilities by providing a variety of quality academic programs leading to degrees at both the undergraduate and graduate level and to certification in selected professions, by basing those programs on a broad core of general education requirements solidly grounded in the liberal arts tradition, by emphasizing multicultural understanding, and by demanding completion requirements which promote competency in basic skills and program areas.

The University of Texas - Pan American is committed to maintaining an "open" admissions policy that recognizes the complex educational needs of its students and that provides broad access to the people of the area; concomitantly, the University pledges itself to the fullest development of its students by seeking financial assistance for those of limited means and earned merit, providing appropriate developmental and support services for those who need them, and offering enriched programs for those of exceptional ability. In addition, the University is committed to providing up-to-date library, computer, laboratory, and physical resources to support its academic programs and to evaluating consistently and responsibly the effectiveness of its instructional programs.

The University of Texas - Pan American seeks to complement the instructional programs of the institution by

- reflecting and responding to the international, multicultural, multilingual character of the Pan American Community;
- providing a wide range of extracurricular activities and experiences which enhance the region's intellectual, cultural, civic, social, economic, and physical environment;
- maintaining services that fulfill personal need and that enrich the academic development of students;
- involving the institution in the community by providing services, programs, cultural experiences, and expertise to the community-at-large;
- encouraging the community-at-large to contribute to the effectiveness of their University; and,
- cooperating with other institutions and agencies to maximize educational opportunity for the people of the state through the sharing of resources.

TABLE OF PROGRAMS

INSTITUTION: The University of Texas-Pan American

APB: January 24, 1986
 APB: October 28, 1988
 APB: October 26, 1990
 APB: April 24, 1992
 APB: April 29, 1994

<u>Academic Disciplines</u>	<u>Categories</u>	<u>Assoc</u>	<u>Bacc</u>	<u>Mast</u>	<u>Doct</u>	<u>Prof</u>
Agriculture	(01 & 02)					
Conservation & Renewable Nat. Resources	(03)		2A			
Architecture & Related Programs	(04)					
Area, Ethnic, & Cultural Studies	(05)		3B	2C		
Marketing, Operations, & Distribution	(08)					
Communications	(09 & 10)		3D	2D		
Computer & Information Sciences	(11)		1	2		
Education	(13)			1	2E	
Engineering	(14)		3F	*		
Engineering-Related Technologies	(15)					
Foreign Languages & Literatures	(16)		3G	3H	*	
Home Economics	(19 & 20)		3I	2I		
Law & Legal Studies	(22)					
English Language & Literature/Letters	(23)		1	1		
Liberal A&S, Gen. Studies, & Humanities	(24)		3J			
Library Science	(25)					
Biological/Life Sciences	(26)		1	1		
Mathematics	(27)		1	3K		
Multi/Interdisciplinary Studies	(30)		3L	3M		
Parks, Rec., Leisure, & Fitness Studies	(31)		3N			
Philosophy	(38)		1			
Physical Sciences	(40 & 41)		1	*		
Psychology	(42)		1	1		
Protective Services	(43)		1	2		
Public Administration & Services	(44)		3O	3O		
Social Sciences & History	(45)		1	1		
Trade & Industrial	(46, 47, 48, & 49)					
Visual & Performing Arts	(50)		1	3P		
Health Professions & Related Sciences	(51)	3Q	3R	3S		
Business Mgmt. & Admin. Services	(52)		1	1	3T	

FOOTNOTES

INSTITUTION: The University of Texas-Pan American

APB: January 24, 1986
APB: October 28, 1988
APB: October 26, 1990
APB: April 24, 1992
APB: April 29, 1994

[Footnote references identify Texas CIP code names and code numbers rather than institutional program names.]

- A: Environmental Science (03.0102.10) only
- B: American Studies/Civilization (05.0102.00), Inter-American Studies (05.0102.01), Latin American Studies (05.0107.00), and Hispanic-American Studies (05.0203.00) only
- C: Hispanic-American Studies (05.0203.00)
- D: Communications, General (09.0101.00), Journalism (09.0401.00), and Broadcast Journalism (09.0402.00) only
- E: Educational Administration & Supervision, General (13.0401.00) and Educational Psychology (13.0802.00) only
- F: Civil Engineering (14.0801.00) Electrical, Electronics & Communication Engineering (14.1001.00), Environmental/Environmental Health Engineering (14.1401.00), Industrial/Manufacturing Engineering (14.1701.00), and Mechanical Engineering (14.1901.00) only
- G: French Language & Literature (16.0901.00) and Spanish Language & Literature (16.0905.00) only
- H: Spanish Language & Literature (16.0905.00) only
- I: Dietetics/Human Nutritional Services (19.0503.00) only
- J: General Studies (24.0102.00) and combinations of previously approved programs only
- K: Mathematics (27.0101.00) only
- L: Interdisciplinary Studies, General (30.9999.01), Applied Arts & Sciences (30.9999.40), and combinations of previously approved programs only
- M: Interdisciplinary Studies, General (30.9999.01) and combinations of previously approved programs only
- N: Recreation & Leisure Facilities Management (31.0301.02) and Fitness & Sports (31.0501.10) only
- O: Public Administration (44.0401.00) and Social Work (44.0701.00) only
- P: Drama/Theater Arts, General (50.0501.00), Art, General (Visual) (50.0701.00), Fine/Studio Art (50.0702.00) and Music, General (50.0901.00) only
- Q: Physical Therapy Assistant (51.0806.00) and Nursing, General (51.1601.00) only
- R: Speech Pathology & Audiology (51.0204.00), Health Studies (51.0301.20), Health Systems/Health Services Administration (51.0701.00), Medical Records Administration (51.0706.00), Physician Assistant (51.0807.00), Respiratory Therapy Technician (51.0908.00), Medical Technology (51.1005.00), Nursing, General (51.1601.00), Occupational Therapy (51.2306), and Rehabilitation Sciences, General (51.2399.10) only
- S: Speech Pathology & Audiology (51.0204.00), Nursing, General (51.1601.00), Physical Therapy (51.2308.00), Nursing, Adult Health (Post RN) (51.1603.00), Nursing, Family Health (51.1605), Nurse Midwifery (51.1607.00), Health Professions, General (51.9999.20), Occupational Therapy (51.2306.00, and Vocational Rehabilitation Counseling (51.2310.00) only
- T: International Business (52.1101.00) only
- *: This designation acknowledges that the institution's governing board has recognized that some degree programs in this discipline category are appropriate for planning at the institutional level for some time in the future. This designation is not recognized by the Coordinating Board as being within the five to six year planning cycle of this Table of Programs. A program proposal submitted under this category will require a change in the Role and Scope prior to consideration of the proposal.

The University of Texas of the Permian Basin

Role and Mission Statement

As a component of The University of Texas System, The University of Texas of the Permian Basin provides equal opportunities in higher education for all qualified students. Historically, the University has served a multicultural, predominantly nontraditional, commuting student body from West Texas, but with recent four-year status the University expects to attract more traditional students and students from outside the region. Undergraduate programs at the University balance a curriculum in the liberal arts and sciences with preparation for professional specializations. Graduate programs provide regionally appropriate professional and academic studies.

The mission of The University of Texas of the Permian Basin is to provide all students a quality education in a supportive academic environment; to promote excellence in teaching, research, creative production and scholarship; and to service as a resource for the intellectual, social, economic and technological advancement of the Permian Basin.

As a regional institution, the University is uniquely qualified to achieve its mission by offering to both traditional and nontraditional students an environment of support and collegiality in which to pursue their educational goals. Students at the University will be well prepared for careers or continuing education in business, education, the natural and social sciences, and the humanities and fine arts. They will be expected to develop skills in written and oral communication, and to gain the historical and cultural perspective necessary for critically evaluating and solving problems arising in all areas of the human experience. The University believes that educated persons are articulate and informed citizens who remain active learners throughout life and are able to assume positions of responsibility in their professions and communities.

October 1994

TABLE OF PROGRAMS

INSTITUTION: The University of Texas of the Permian Basin

APB: July 19, 1985
APB: October 26, 1990
APB: April 29, 1994

<u>Academic Disciplines</u>	<u>Categories</u>	<u>Assoc</u>	<u>Bacc</u>	<u>Mast</u>	<u>Doct</u>	<u>Prof</u>
Agriculture	(01 & 02)					
Conservation & Renewable Nat. Resources	(03)					
Architecture & Related Programs	(04)					
Area, Ethnic, & Cultural Studies	(05)					
Marketing, Operations, & Distribution	(08)					
Communications	(09 & 10)		3A			
Computer & Information Sciences	(11)		1	*		
Education	(13)			1		
Engineering	(14)					
Engineering-Related Technologies	(15)		*			
Foreign Languages & Literatures	(16)		3B			
Home Economics	(19 & 20)					
Law & Legal Studies	(22)					
English Language & Literature/Letters	(23)		1	3C		
Liberal A&S, Gen. Studies, & Humanities	(24)		3D			
Library Science	(25)					
Biological/Life Sciences	(26)		1	3E		
Mathematics	(27)		1	2		
Multi/Interdisciplinary Studies	(30)		2F	2F		
Parks, Rec., Leisure, & Fitness Studies	(31)		3G			
Philosophy	(38)					
Physical Sciences	(40 & 41)		3H	3I		
Psychology	(42)		1	3J		
Protective Services	(43)		2K			
Public Administration & Services	(44)					
Social Sciences & History	(45)		1	3L		
Trade & Industrial	(46, 47, 48, & 49)					
Visual & Performing Arts	(50)		3M	*		
Health Professions & Related Sciences	(51)		2N			
Business Mgmt. & Admin. Services	(52)		1	3O		

FOOTNOTES

INSTITUTION: The University of Texas of the Permian Basin

APB: July 19, 1985

APB: October 26, 1990

APB: April 29, 1994

[Footnote references identify Texas CIP code names and code numbers rather than institutional program names.]

- A: Journalism (09.0401.00) only
- B: Spanish Language & Literature (16.0905.00) only
- C: English Language & Literature, General (23.0101.00) only
- D: Humanities/Humanistic Studies (24.0103.00) and combinations of previously approved programs only
- E: Biology, General (26.0101.00) only
- F: Combinations of previously approved programs only
- G: Fitness & Sports (31.0501.10) only
- H: Chemistry, General (40.0501.00), Geology (40.0601.00), and Earth & Planetary Sciences (40.0703.00) only
- I: Geology (40.0601.00) only
- J: Psychology, General (42.0101.00), Clinical Psychology (42.0201.00), and Counseling Psychology (42.0601.00) only
- K: Criminal Justice Studies (43.0104.00) only
- L: Criminology (45.0401.00) and History, General (45.0801.00) only
- M: Art, General (Visual) (50.0701.00) and Music, General (50.0901.00) only
- N: Medical Technology (51.1005.00) only
- O: Business Management (52.0201.20) and Accounting (51.0301.00) only
- *: This designation acknowledges that the institution's governing board has recognized that some degree programs in this discipline category are appropriate for planning at the institutional level for some time in the future. This designation is not recognized by the Coordinating Board as being within the five to six year planning cycle of this Table of Programs. A program proposal submitted under this category will require a change in the Role and Scope prior to consideration of the proposal.

The University of Texas at San Antonio

Role and Mission Statement

The University of Texas at San Antonio, a comprehensive public metropolitan university, is committed to freedom of inquiry and the creation of an environment in which people can teach, discover, learn and enrich themselves and their community. Through its instructional, research, and public service programs, U. T. San Antonio seeks to fulfill its mission, serve the needs of the multicultural population of San Antonio and the South Texas region, both on its main campus and at U. T. San Antonio Downtown, and emphasize programs that contribute to the technological, economic, and cultural development of the city, region and state.

U. T. San Antonio offers a wide range of academic degree programs leading to the bachelor's and master's degrees and selected doctoral programs. It offers students the knowledge and skills required to succeed in their chosen fields. In addition, U. T. San Antonio provides the opportunity for all undergraduates to develop into truly educated individuals through the core curriculum.

U. T. San Antonio provides access to its various degree programs to a broad constituency at multiple sites and maintains rigorous academic standards in requirements for successful completion of its programs. Through flexible scheduling, varied course offerings, and student support services, U. T. San Antonio encourages attendance by both traditional and nontraditional students.

U. T. San Antonio emphasizes a balance of excellent teaching, research, and creative activities, and scholarship. To this end, U. T. San Antonio recruits and retains faculty who exemplify this balance and encourages faculty to engage in public service activities appropriate to their academic fields. U. T. San Antonio encourages and facilitates multidisciplinary instructional, research, and public service efforts through its administrative structure, degree programs, and personnel policies.

Through its broad research efforts, U. T. San Antonio both creates new knowledge through basic research and applies that knowledge to today's problems through applied research. U. T. San Antonio seeks to facilitate the transfer of research findings into the work environment through continuing education and graduate-level programs for maintaining and upgrading specialized skills of professionals employed in San Antonio and the South Texas region.

U. T. San Antonio seeks to enrich the cultural environment of the University and the community through its fine arts and humanities programming.

October 1994

TABLE OF PROGRAMS

INSTITUTION: The University of Texas at San Antonio

APB: July 19, 1985
APB: October 26, 1990
APB: April 29, 1994

<u>Academic Disciplines</u>	<u>Categories</u>	<u>Assoc</u>	<u>Bacc</u>	<u>Mast</u>	<u>Doct</u>	<u>Prof</u>
Agriculture	(01 & 02)					
Conservation & Renewable Nat. Resources	(03)		2A	3A		
Architecture & Related Programs	(04)		3B	2B		
Area, Ethnic, & Cultural Studies	(05)		3C	3C		
Marketing, Operations, & Distribution	(08)					
Communications	(09 & 10)		3D			
Computer & Information Sciences	(11)		1	1	2	
Education	(13)			1	2E	
Engineering	(14)		3F	3F	2G	
Engineering-Related Technologies	(15)					
Foreign Languages & Literatures	(16)		3H	3I		
Home Economics	(19 & 20)					
Law & Legal Studies	(22)					
English Language & Literature/Letters	(23)		1	1	*	
Liberal A&S, Gen. Studies, & Humanities	(24)		3J	3K	*	
Library Science	(25)					
Biological/Life Sciences	(26)		1	1	3L	
Mathematics	(27)		1	1	*	
Multi/Interdisciplinary Studies	(30)		3M	2N		
Parks, Rec., Leisure, & Fitness Studies	(31)		3O			
Philosophy	(38)		1	*		
Physical Sciences	(40 & 41)		1	3P		
Psychology	(42)		1	2Q		
Protective Services	(43)		1	2		
Public Administration & Services	(44)		2R	3R		
Social Sciences & History	(45)		1	1	*	
Trade & Industrial	(46, 47, 48, & 49)					
Visual & Performing Arts	(50)		1	3S		
Health Professions & Related Sciences	(51)		3T	2U		
Business Mgmt. & Admin. Services	(52)		1	1	*	

FOOTNOTES

INSTITUTION: The University of Texas at San Antonio

APB: July 19, 1985

APB: October 26, 1990

APB: April 29, 1994

[Footnote references identify Texas CIP code names and code numbers rather than institutional program names.]

- A: Environmental Science (03.0102.10) only
- B: Architecture (04.0201.00) only
- C: American Studies/Civilization (05.0102.00) and Hispanic-American Studies (05.0203.00) only
- D: Journalism (09.0401.00), Mass Communications (09.0403.00), and Public Relations & Organizational Communications (09.0501.00) only
- E: Educational Administration & Supervision, General (13.0401.00) only
- F: Civil Engineering (14.0801.00), Computer Engineering (14.0901.00), Electrical, Electronics & Communication Engineering (14.1001.00), and Mechanical Engineering (14.1901.00) only
- G: Electrical, Electronics & Communication Engineering (14.1001.00) only
- H: Russian Language & Literature (16.0402.00), German Language & Literature (16.0501.00), French Language & Literature (16.0901.00), Spanish Language & Literature (16.0905.00) and Classics & Classical Languages & Literatures (16.1201.00) only
- I: German Language & Literature (16.0501.00), French Language & Literature (16.0901.00), and Spanish Language & Literature (16.0905.00) only
- J: Humanities/Humanistic Studies (24.0103.00) and combinations of previously approved programs only
- K: Multicultural Studies (24.0103.40) and combinations of previously approved programs only
- L: Neuroscience (26.0608.00) only
- M: Biological & Physical Sciences (30.0101.00), Interdisciplinary Studies, General (30.9999.01), and combinations of previously approved programs only
- N: Combinations of previously approved programs only
- O: Fitness & Sports (31.0501.10) only
- P: Chemistry, General (40.0501.00), Geology (40.0601.00), and Physics, General (40.0801.00) only
- Q: Psychology, General (42.0101.00) only
- R: Public Administration (44.0401.00) only
- S: Photography (50.0605.00), Fine Arts & Art Studies (50.07), and Music (50.09) only
- T: Health Studies (51.0301.20), Medical Technology (51.1005.00), Occupational Therapy (51.2306.00), and Physical Therapy (51.2308.00) only
- U: Health Studies (51.0301.20)
- *: This designation acknowledges that the institution's governing board has recognized that some degree programs in this discipline category are appropriate for planning at the institutional level for some time in the future. This designation is not recognized by the Coordinating Board as being within the five to six year planning cycle of this Table of Programs. A program proposal submitted under this category will require a change in the Role and Scope prior to consideration of the proposal.

The University of Texas at Tyler

Role and Mission Statement

The University of Texas at Tyler is an upper level general academic component of The University of Texas System in East Texas. As a component institution of the U. T. System, the University is committed to the pursuit of high standards in instruction, student performance, research, and other scholarly accomplishments.

Within an environment of academic freedom, students learn from faculty scholars who have expertise in the arts, the sciences, and the professions of public affairs, education, business, health sciences, allied health science, and technology. The faculty engage in research and creative activity, both to develop and maintain their own scholarly expertise and to extend human knowledge. The results of that research and other creative efforts are made available to students in the classroom and to the general public through publication and public service activities.

At the core of the University curriculum are the arts and sciences, those academic disciplines common to nearly all universities in the United States. Courses are offered in these disciplines to support a general liberal education at the baccalaureate level, and in many disciplines, at the master's degree level.

As a state-supported institution, U. T. Tyler is open to all citizens of the State who meet the academic standards for admission. Also, qualified students from outside the State and throughout the world are admitted. Degree programs and course offerings beyond those in the arts and sciences core are selected primarily to meet the needs and desires of the citizens of this region. In meeting the higher education needs of the East Texas region, U. T. Tyler is committed to fostering cooperative partnerships with area junior/community colleges.

October 1994

TABLE OF PROGRAMS

INSTITUTION: The University of Texas at Tyler

APB: July 19, 1985
 APB: October 26, 1990
 APB: October 29, 1993
 APB: April 29, 1994

<u>Academic Disciplines</u>	<u>Categories</u>	<u>Assoc</u>	<u>Bacc</u>	<u>Mast</u>	<u>Doct</u>	<u>Prof</u>
Agriculture	(01 & 02)					
Conservation & Renewable Nat. Resources	(03)					
Architecture & Related Programs	(04)					
Area, Ethnic, & Cultural Studies	(05)					
Marketing, Operations, & Distribution	(08)		3A	3A		
Communications	(09 & 10)		3B			
Computer & Information Sciences	(11)		1	1		
Education	(13)			1		
Engineering	(14)					
Engineering-Related Technologies	(15)		3C	3C		
Foreign Languages & Literatures	(16)		3D	2D		
Home Economics	(19 & 20)			3E		
Law & Legal Studies	(22)					
English Language & Literature/Letters	(23)		1	3F		
Liberal A&S, Gen. Studies, & Humanities	(24)		3G	2H		
Library Science	(25)					
Biological/Life Sciences	(26)		1	3I		
Mathematics	(27)		1	1		
Multi/Interdisciplinary Studies	(30)		3J	3K		
Parks, Rec., Leisure, & Fitness Studies	(31)		3L	3M		
Philosophy	(38)		2	*		
Physical Sciences	(40 & 41)		3N	2N		
Psychology	(42)		1	1		
Protective Services	(43)		1			
Public Administration & Services	(44)			3O		
Social Sciences & History	(45)		1	3P		
Trade & Industrial	(46, 47, 48, & 49)					
Visual & Performing Arts	(50)		1	*		
Health Professions & Related Sciences	(51)		3Q	3R		
Business Mgmt. & Admin. Services	(52)		1	1		

FOOTNOTES

INSTITUTION: The University of Texas at Tyler

APB: July 19, 1985

APB: October 26, 1990

APB: October 29, 1993

APB: April 29, 1994

[Footnote references identify Texas CIP code names and code numbers rather than institutional program names.]

- A: Industrial Sales (08.0706.01) only**
- B: Journalism (09.0401.00) only**
- C: Industrial/Manufacturing Technology/Technician (15.0603.00), Occupational Safety & Health Technology/Technician (15.0701.00), and Engineering Technology/Technician, General (15.1101.00) only**
- D: Foreign Languages & Literatures, General (16.0101.00), French Language & Literature (16.0901.00), and Spanish Language & Literature (16.0905.00) only**
- E: Family & Marriage Counseling (19.0703.00) only**
- F: English Language & Literature, General (23.0101.00) only**
- G: General Studies (24.0102.00) and combinations of previously approved programs only**
- H: Combinations of previously approved programs only**
- I: Biology, General (26.0101.00) only**
- J: Interdisciplinary Studies, General (30.9999.01), Applied Arts & Sciences (30.9999.40), and combinations of previously approved programs only**
- K: Interdisciplinary Studies, General (30.9999.01) and combinations of previously approved programs only**
- L: Fitness & Sports (31.0501.10) only**
- M: Fitness & Sports (31.0501.10) and Exercise Sciences/Physiology & Movement Studies (31.0505.00) only**
- N: Chemistry, General (40.0501.00) only**
- O: Public Administration (44.0401.00) only**
- P: History, General (45.0801.00) only**
- Q: Community Health Liaison (51.0301.00), Health Studies (51.0301.20), Medical Technology (51.1005.00), and Nursing, General (51.1601.00) only**
- R: Nursing, General (51.1601.00) and Allied Health Sciences (51.9999.01) only**
- *: This designation acknowledges that the institution's governing board has recognized that some degree programs in this discipline category are appropriate for planning at the institutional level for some time in the future. This designation is not recognized by the Coordinating Board as being within the five to six year planning cycle of this Table of Programs. A program proposal submitted under this category will require a change in the Role and Scope prior to consideration of the proposal.**

- I. CONSIDERATION OF ACTION ON ANY ITEMS DISCUSSED IN THE EXECUTIVE SESSION OF THE BOARD OF REGENTS PURSUANT TO TEXAS GOVERNMENT CODE, CHAPTER 551, SECTIONS 551.071, 551.072, AND 551.074
1. Pending and/or Contemplated Litigation - Section 551.071
 - a. U. T. Southwestern Medical Center - Dallas: Proposed Settlement of Medical Liability Litigation
 - b. U. T. Southwestern Medical Center - Dallas: Proposed Settlement of Medical Liability Claim
 2. Land Acquisition, Purchase, Exchange, Lease or Value of Real Property and Negotiated Contracts for Prospective Gifts or Donations - Section 551.072
 3. Personnel Matters Relating to Appointment, Employment, Evaluation, Assignment, Duties, Discipline, or Dismissal of Officers or Employees - Section 551.074
- J. REPORT OF BOARD FOR LEASE OF UNIVERSITY LANDS

REPORT

The Board for Lease of University Lands met on August 16, 1994, and approved a secondary recovery unit agreement with Henry Petroleum Corporation involving approximately 1,529 acres in Shafter Lake Clearfork Unit, Andrews County, Texas.

Frontier acreage totaling 478,932 acres and 35,623 acres of Permanent University Fund lands nominated by the industry will be offered for lease at the 86th Oil and Gas Lease Sale to be held November 10, 1994, at the Center for Energy and Economic Diversification in Midland, Texas.

- K. REPORT OF SPECIAL COMMITTEES
- L. OTHER MATTERS

1. U. T. System: Report on Summary Document of 1995-1999 Strategic Plan.--

REPORT

The Chancellor will present to the U. T. Board of Regents a draft version of the Long Range Plan and Strategic Initiatives for the U. T. System. This document is based upon the Strategic Plans filed on June 1, 1994, with the Legislative Budget Board and the Office of the Governor

by each of the fifteen component institutions in accordance with State statute. This summary document, which is not required by statute, presents Systemwide goals and strategic initiatives to be addressed through the component institutions. It was prepared with input from the component institutions, the U. T. System Faculty Advisory Council, and U. T. System Student Advisory Group.

2. U. T. System: Report on the Activities of the Task Force on U. T. System/Public School Collaborations.--

REPORT

Ms. Gwen Grigsby, Coordinator of the Task Force on U. T. System/Public School Collaborations, will provide a brief presentation on the status of this group's activities.

3. U. T. System: Report from the Faculty Advisory Council on the Faculty Satisfaction Survey.--

REPORT

U. T. System Faculty Advisory Council Chair Dr. Jerry Polinard will present a brief report on the Faculty Satisfaction Survey conducted by the Council.

M. SCHEDULED MEETINGS AND EVENTS

1. Board of Regents' Meetings

<u>Dates</u>	<u>Locations/Hosts</u>
December 1, 1994	U. T. Pan American
February 9, 1995	U. T. Austin
April 13, 1995	U. T. Medical Branch - Galveston
June 8, 1995	U. T. San Antonio
August 10, 1995	Regents' Room - No Host
October 13, 1995	U. T. Arlington
December 7, 1995	U. T. Health Science Center - Houston

2. Other Events

October 14, 1994	U. T. Medical Branch - Galveston: Ground Breaking Ceremony for Lee Hage Jamail Student Center
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N. OTHER BUSINESS

O. ADJOURNMENT

JANUARY 1995							FEBRUARY 1995							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	
1	2	3	4	5	6	7				1	2	3	4	
8	9	10	11	12	13	14	5	6	7	8	9	10	11	
15	16	17	18	19	20	21	12	13	14	15	16	17	18	
22	23	24	25	26	27	28	19	20	21	22	23	24	25	
29	30	31					26	27	28					
MARCH 1995							APRIL 1995							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	
			1	2	3	4							1	
5	6	7	8	9	10	11	2	3	4	5	6	7	8	
12	13	14	15	16	17	18	9	10	11	12	13	14	15	
19	20	21	22	23	24	25	16	17	18	19	20	21	22	
26	27	28	29	30	31		23	24	25	26	27	28	29	
							30							
MAY 1995							JUNE 1995							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	
	1	2	3	4	5	6					1	2	3	
7	8	9	10	11	12	13	4	5	6	7	8	9	10	
14	15	16	17	18	19	20	11	12	13	14	15	16	17	
21	22	23	24	25	26	27	18	19	20	21	22	23	24	
28	29	30	31				25	26	27	28	29	30		
JULY 1995							AUGUST 1995							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	
						1				1	2	3	4	5
2	3	4	5	6	7	8	6	7	8	9	10	11	12	
9	10	11	12	13	14	15	13	14	15	16	17	18	19	
16	17	18	19	20	21	22	20	21	22	23	24	25	26	
23	24	25	26	27	28	29	27	28	29	30	31			
30	31													
SEPTEMBER 1995							OCTOBER 1995							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	
					1	2	1	2	3	4	5	6	7	
3	4	5	6	7	8	9	8	9	10	11	12	13	14	
10	11	12	13	14	15	16	15	16	17	18	19	20	21	
17	18	19	20	21	22	23	22	23	24	25	26	27	28	
24	25	26	27	28	29	30	29	30	31					
NOVEMBER 1995							DECEMBER 1995							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	
			1	2	3	4						1	2	
5	6	7	8	9	10	11	3	4	5	6	7	8	9	
12	13	14	15	16	17	18	10	11	12	13	14	15	16	
19	20	21	22	23	24	25	17	18	19	20	21	22	23	
26	27	28	29	30			24	25	26	27	28	29	30	
							31							

Executive Committee

EXECUTIVE COMMITTEE
Committee Chairman Rapoport

Date: October 7, 1994
Time: Following the reconvening of the Board of Regents
at 1:00 p.m. or upon recess of Executive Session
Place: Room 1.212, Conference Center, U. T. Dallas

	<u>Page</u> <u>Ex.C</u>
1. U. T. System: Request to Renew the Directors and Officers Executive Liability and Indemnification Policy with National Union Fire Insurance Company, Pittsburgh, Pennsylvania (Exec. Com. Letter 95-1)	3
2. U. T. System Administration - Parking Structure (Project No. 101-816): Request for Approval to Increase Total Project Cost; Recommended Award of Construction Contract to C.P. Snider Construction Co., Inc., Austin, Texas; and Additional Appropriation Therefor (Exec. Com. Letter 94-20)	3
3. U. T. Austin - Campus Master Plan: Request for Project Authorization; Appointment of Project Architect; and Appropriation Therefor (Exec. Com. Letter 94-18)	7
4. U. T. Austin: Request for Authorization to Accept the Settlement Amount in an Employee Dishonesty Case Offered by National Union Fire Insurance Company, Pittsburgh, Pennsylvania (Exec. Com. Letter 95-1)	8
5. U. T. Brownsville: Recommendation to Approve Logo (Regents' <u>Rules and Regulations</u> , Part Two, Chapter I, Section 9, Subsection 9.4) (Exec. Com. Letter 95-1)	8
6. U. T. El Paso: Request for Permission for Individual to Serve as a Member of the National Science Board [<u>Regents' Rules and Regulations</u> , Part One, Chapter III, Section 13, Subsections 13.(10) and 13.(11)] (Exec. Com. Letter 94-20)	11
7. U. T. Medical Branch - Galveston - West End Chilled Water Plant (Project No. 601-811): Prepurchase of Vertical Turbine Pumps - Recommended Award of Procurement Contract to Houston Hydronics & Steam Co., Houston, Texas (Exec. Com. Letter 94-19)	12

8. U. T. M.D. Anderson Cancer Center - Bertner Complex - Phase II (Project No. 703-772) and Clinic Services Facility - Phase II (Project No. 703-773): Request for Approval to Increase the General Construction Contract of George Hyman Construction Company, Dallas, Texas; Recommend Award of Alternate Bid No. B3; and Recommend Award of Special System No. 11, Audio - Visual/Teleconferencing System to Audio Communications Corporation, Houston, Texas (Exec. Com. Letter 94-20)

13

1. U. T. System: Request to Renew the Directors and Officers Executive Liability and Indemnification Policy with National Union Fire Insurance Company, Pittsburgh, Pennsylvania (Exec. Com. Letter 95-1).--

RECOMMENDATION

The Executive Committee concurs in the recommendation of the Chancellor and the Executive Vice Chancellor for Business Affairs that authorization be given to renew the U. T. Systemwide Directors and Officers Executive Liability and Indemnification Policy with National Union Fire Insurance Company, Pittsburgh, Pennsylvania, from September 1, 1994 through September 1, 1995, at an annual premium of \$75,000.

BACKGROUND INFORMATION

Coverage under the U. T. Systemwide Directors and Officers Executive Liability and Indemnification Policy has been acquired since 1976. National Union Fire Insurance Company has offered a continuance of the policy with the same terms, conditions, limits (\$10,000,000), and deductible (\$100,000) with the same annual premium of \$75,000. A review of market conditions did not indicate any significant advantage to the U. T. System to seek alternative proposals, and there have been no proposals from other insurance companies offering the broad policy form that National Union Fire Insurance Company has offered. Therefore, it is recommended that this policy be continued with National Union Fire Insurance Company through September 1, 1995.

2. U. T. System Administration - Parking Structure (Project No. 101-816): Request for Approval to Increase Total Project Cost; Recommended Award of Construction Contract to C.P. Snider Construction Co., Inc., Austin, Texas; and Additional Appropriation Therefor (Exec. Com. Letter 94-20).--

RECOMMENDATION

The Executive Committee concurs in the recommendation of the Chancellor and the Executive Vice Chancellor for Business Affairs that the U. T. Board of Regents:

- a. Approve a \$110,000 increase in the authorized total project cost for the U. T. System Administration Parking Structure from \$1,179,282 to \$1,289,282
- b. Award a construction contract for the U. T. System Administration Parking Structure to the lowest responsible bidder, C.P. Snider Construction Co., Inc., Austin, Texas, for the Base Bid and Alternate Bid Nos. 1, 2, and 3 in the amount of \$1,161,200

- c. Appropriate an additional \$110,000 from Unexpended Plant Funds to be combined with previously approved project funding of \$700,000 in Revenue Financing System Bond Proceeds, \$100,000 in Building Rental Income Balances, \$278,282 in Interest on Service and Revolving Funds, and \$101,000 in Unexpended Plant Funds.

BACKGROUND INFORMATION

In accordance with authorization of the U. T. Board of Regents in October 1993 and June 1994, bids for the construction of the U. T. System Administration Parking Structure were received on August 11, 1994, as shown on Pages Ex.C 5 - 6. While it would be possible to award only the Base Bid within the authorized total project cost of \$1,179,282, the Alternate Bids are highly desirable. Alternate Bid No. 1 provides a carport structure allowing the cars on the upper level to park under cover. Alternate Bid No. 2 is for metal grilles and roll-down gates needed for security. Alternate Bid No. 3 provides all of the necessary painting of directional and floor-level graphics and height restriction warnings. The recommended award of the Base Bid and Alternate Bid Nos. 1, 2, and 3 can be made with approval of an additional \$110,000, increasing the authorized total project cost from \$1,179,282 to \$1,289,282.

An analysis of the bids received and discussion with contractors indicates a tight construction market in the Austin area created by the current construction of two large semiconductor plants. These projects have imposed an imbalance in the supply and demand of cement and steel, two basic components in the construction materials used on the Parking Structure.

This project was approved by the Texas Higher Education Coordinating Board in January 1994, with an increase in cost approved in July 1994, and this additional recommended cost increase is within the limits established by Coordinating Board policy.

PARKING STRUCTURE
 THE UNIVERSITY OF TEXAS SYSTEM ADMINISTRATION
 Bids Received August 11, 1994

<u>BIDDER</u>	<u>C.P. Snider Construction Co., Inc. Austin, Texas</u>	<u>K-W Construction, Inc. San Marcos, Texas</u>	<u>Braun and Butler Construction, Inc. Austin, Texas</u>
Base Bid	\$1,097,000	\$1,165,000	\$1,160,000
Alternate Bid No. 1 - Add carport structure	53,200	30,600	34,000
Alternate Bid No. 2 - Add grilles and gates	7,500	18,500	21,000
Alternate Bid No. 3 - Add headache bars, painted, with graphics	<u>3,500</u>	<u>2,000</u>	<u>4,000</u>
Recommended Contract Award - Base Bid Plus Alternate Bid Nos. 1, 2, and 3	\$1,161,200	\$1,216,100	\$1,219,000

PARKING STRUCTURE
 THE UNIVERSITY OF TEXAS SYSTEM ADMINISTRATION
 Bids Received August 11, 1994

<u>BIDDER</u>	<u>Brandes Brothers Constructors, Inc. Austin, Texas</u>	<u>Pelzel & Associates, Inc. Austin, Texas</u>
Base Bid	\$1,284,400	\$1,542,294
Alternate Bid No. 1 - Add carport structure	39,300	38,552
Alternate Bid No. 2 - Add grilles and gates	31,000	24,361
Alternate Bid No. 3 - Add headache bars, painted, with graphics	<u>3,800</u>	<u>3,403</u>
Recommended Contract Award - Base Bid Plus Alternate Bid Nos. 1, 2, and 3	\$1,358,500	\$1,608,610

3. U. T. Austin - Campus Master Plan: Request for Project Authorization; Appointment of Project Architect; and Appropriation Therefor (Exec. Com. Letter 94-18).--

RECOMMENDATION

The Executive Committee concurs in the recommendation of the Chancellor, the Executive Vice Chancellor for Academic Affairs, and President Berdahl that the U. T. Board of Regents:

- a. Authorize a Campus Master Plan for U. T. Austin at a cost of \$1,100,000
- b. Appoint the firm of Cesar Pelli & Associates, Inc., New Haven, Connecticut, as Project Architect
- c. Appropriate \$1,100,000 from General Fee Balances for total project funding.

BACKGROUND INFORMATION

In September 1993, President Berdahl established a committee to formulate a framework for the commissioning of a Campus Master Plan for U. T. Austin. It is anticipated that the Master Plan will address the academic community, extension of the core campus, organization, circulation, expansion, adjacent environments, infrastructure, visual character and historical importance, as well as orientation and directional facilitation.

Working closely with the U. T. System Office of Facilities Planning and Construction, the committee developed a detailed Request for Qualifications and solicited proposals from qualified firms. Five firms were selected for in-depth interviews and recommendations were sent forward for President Berdahl's consideration. The firm of Cesar Pelli & Associates, Inc. has been recommended as the Project Architect to lead the campus master planning effort. This firm has extensive public and private master planning experience for academic and corporate campuses and has produced master plans as an integral scope of work for the design of academic and institutional buildings. Recent clients include Yale University, the University of Washington at Seattle, the University of California at Riverside, and Rice University. Cesar Pelli & Associates, Inc. received the 1989 Firm Award from The American Institute of Architects in recognition of over a decade of standard-setting work in architectural design.

Approval of this recommendation will amend the FY 1994-1999 Capital Improvement Plan and the FY 1995 Capital Budget with the addition of the Campus Master Plan to be funded with \$1,100,000 from General Fee Balances.

4. U. T. Austin: Request for Authorization to Accept the Settlement Amount in an Employee Dishonesty Case Offered by National Union Fire Insurance Company, Pittsburgh, Pennsylvania (Exec. Com. Letter 95-1).--

RECOMMENDATION

The Executive Committee concurs in the recommendation of the Chancellor, the Executive Vice Chancellor for Academic Affairs, the Executive Vice Chancellor for Business Affairs, and President Berdahl that authorization be given for U. T. Austin to accept the employee dishonesty claim settlement amount of \$764,068 offered by National Union Fire Insurance Company, Pittsburgh, Pennsylvania, insurer for the U. T. Systemwide Comprehensive Crime Policy.

BACKGROUND INFORMATION

An employee dishonesty case was discovered at the U. T. Austin College of Fine Arts on January 21, 1994, which involved the initiation and approval of fraudulent payment vouchers over an eleven-year period. The total reported loss is \$816,912. National Union Fire Insurance Company has offered a settlement of \$764,068 which includes a \$50,000 deductible and a \$2,844 deduction due to an excess loss during the coverage year June 1, 1982 through June 1, 1983, where the policy limit for employee dishonesty was \$10,000 per occurrence. The current policy for the U. T. System stipulates that if a loss occurs during a prior insurance policy period, the insurance company will only be obligated to pay up to the limit for that policy period.

5. U. T. Brownsville: Recommendation to Approve Logo (Regents' Rules and Regulations, Part Two, Chapter I, Section 9, Subsection 9.4) (Exec. Com. Letter 95-1).--

RECOMMENDATION

The Executive Committee concurs in the recommendation of the Chancellor, the Executive Vice Chancellor for Academic Affairs, and President Garcia that the U. T. Board of Regents approve the adoption of a logo for U. T. Brownsville. This request is in accordance with the Regents' Rules and Regulations, Part Two, Chapter I, Section 9, Subsection 9.4 relating to approval of official logos. A graphic representation of the logo is set out on Page Ex.C - 10.

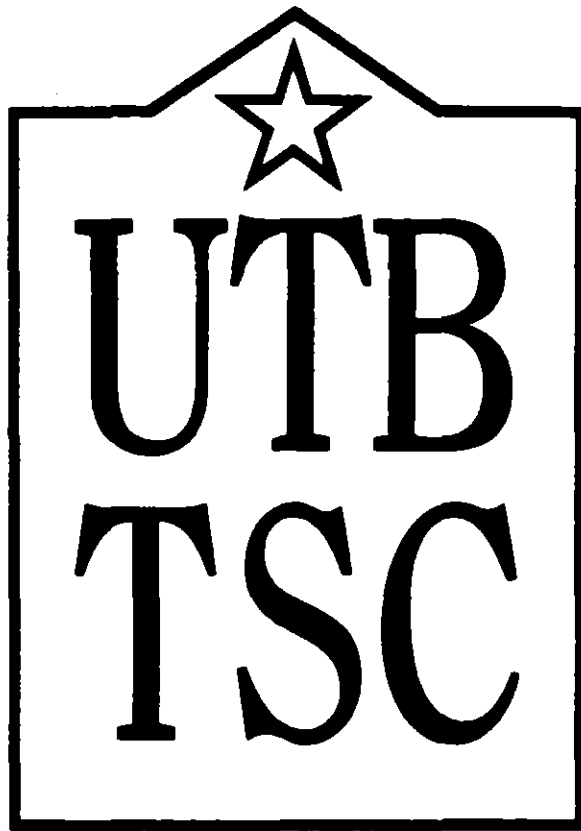
BACKGROUND INFORMATION

U. T. Brownsville has selected a logo design composed of the acronyms UTB and TSC and will incorporate the previously approved official colors, Pantone 166 Orange and 295 Blue. Approval via an Executive Committee Letter was requested in order to expedite use in materials being printed in the 1994 Fall Semester and to demonstrate a prompt response to concerns expressed by a recent visitation team from the Commission on Colleges of the Southern Association of Colleges and Schools, the accrediting body for colleges and universities in Texas and other southern states. An official response to the visiting team report is due by September 20. In their report, the visiting team found that, to a large degree, the separate identity of Texas Southmost College (TSC) had been lost when the partnership with U. T. Brownsville (UTB) was implemented. The proposed logo is also slated for adoption by the TSC Board of Trustees at their regular meeting on September 15, 1994.

The proposed logo, which uses equal size letters for the acronyms UTB and TSC, will give greater prominence to TSC in the partnership. The University is prepared to print a wide variety of official publications and documents with the new logo as soon as it is approved. Those uses include the catalog, a library card, and a viewbook.

A separate logo for use with athletic programs will be presented to the U. T. Board of Regents at a later date.

Upon Regental approval of the logo, the Office of General Counsel will submit the graphic representation for trademark registration.



6. U. T. El Paso: Request for Permission for Individual to Serve as a Member of the National Science Board [Regents' Rules and Regulations, Part One, Chapter III, Section 13, Subsections 13.(10) and 13.(11)] (Exec. Com. Letter 94-20).--

RECOMMENDATION

The Executive Committee concurs in the recommendation of the Chancellor and the Executive Vice Chancellor for Academic Affairs that approval be given for Dr. Diana S. Natalicio, President of U. T. El Paso, to serve as a member of the National Science Board.

It is further recommended that the U. T. Board of Regents find that: (1) the holding of this membership by Dr. Natalicio is of benefit to the State of Texas and (2) there is no conflict between her position at U. T. El Paso and her membership on this Board.

BACKGROUND INFORMATION

Dr. Natalicio has been nominated by President Clinton to serve on the National Science Board for a six-year term beginning in Fall 1994. Her appointment is subject to confirmation by the United States Senate. The National Science Board meets approximately seven times per year in Washington, D. C., and is responsible for recommending national policy to the National Science Foundation. Dr. Natalicio will receive \$443 per day for time spent at meetings and be reimbursed for travel.

This recommendation is in accordance with approval requirements for positions of honor, trust, or profit provided in Chapter 574 of the Texas Government Code and Part One, Chapter III, Section 13, Subsections 13.(10) and 13.(11) of the Regents' Rules and Regulations and was circulated via Executive Committee Letter because the appointment is to be effective prior to the October 1994 U. T. Board of Regents' meeting.

7. U. T. Medical Branch - Galveston - West End Chilled Water Plant (Project No. 601-811): Prepurchase of Vertical Turbine Pumps - Recommended Award of Procurement Contract to Houston Hydronics & Steam Co., Houston, Texas (Exec. Com. Letter 94-19).--

RECOMMENDATION

The Executive Committee concurs in the recommendation of the Chancellor, the Executive Vice Chancellor for Health Affairs, and President James that the U. T. Board of Regents award a procurement contract for the prepurchase of vertical turbine chilled water and condenser water pumps for the West End Chilled Water Plant at the U. T. Medical Branch - Galveston to the lowest responsible bidder, Houston Hydronics & Steam Co., Houston, Texas, in the amount of \$300,000.

BACKGROUND INFORMATION

In accordance with authorization by the U. T. Board of Regents in August 1993, bids for the prepurchase of the chilled and condenser water pumps for the West End Chilled Water Plant at the U. T. Medical Branch - Galveston were received on May 19, 1994, as shown below:

<u>Bidder</u>	<u>Base Bid</u>	<u>Remarks</u>
Houston Hydronics & Steam Co., Houston, Texas	\$300,000	None
Aurora Pump (Layne & Bowler) Company, North Aurora, IL	258,300	None
Fairbanks Morse Pump Corporation, Kansas City, KS	278,750	Qualified Bid Rejected as Non-Responsive
Goulds Pumps c/o SEPCO Industries, Inc., Houston, Texas	327,718	Qualified Bid Rejected as Non-Responsive

The project for the West End Chilled Water Plant is divided into two phases. Phase One is the prepurchase of equipment and Phase Two is the general construction of the plant and thermal energy distribution system.

The procurement documents for the vertical turbine pumps specified that determination of the low responsible bid will be based on pump efficiency which results in the lowest annual operating cost. Analysis by the Project Engineer, Burns, DeLatte & McCoy, Inc., Houston, Texas, indicates that the efficiency of the Peerless pumps submitted by Houston Hydronics & Steam Co., Houston, Texas, will result in the least cost per year and a 4.6 year simple payback.

This project was approved by the Texas Higher Education Coordinating Board in April 1994 and is included in the FY 1994-1999 Capital Improvement Plan and the FY 1995 Capital Budget for a total project cost of \$12,500,000 to be funded from Revenue Financing System Bond Proceeds.

8. U. T. M.D. Anderson Cancer Center - Bertner Complex - Phase II (Project No. 703-772) and Clinic Services Facility - Phase II (Project No. 703-773): Request for Approval to Increase the General Construction Contract of George Hyman Construction Company, Dallas, Texas; Recommend Award of Alternate Bid No. B3; and Recommend Award of Special System No. 11, Audio - Visual/Teleconferencing System to Audio Communications Corporation, Houston, Texas (Exec. Com. Letter 94-20).--

RECOMMENDATION

The Executive Committee concurs in the recommendation of the Chancellor, the Executive Vice Chancellor for Health Affairs, and President LeMaistre that the U. T. Board of Regents approve an increase to the general construction contract of George Hyman Construction Company, Dallas, Texas, with the award of Alternate Bid No. B3 for the Finish-Out of the Tenth Floor Conference Center as part of the Bertner Complex - Phase II and Clinic Services Facility - Phase II projects at the U. T. M.D. Anderson Cancer Center. The award of Alternate Bid No. B3 in the amount of \$1,060,000 will increase the general construction contract from \$117,715,000 to \$118,775,000.

It is further recommended that Special System Bid Package No. 11, Audio - Visual/Teleconferencing System, related to this project be awarded to Audio Communications Corporation, Houston, Texas, in the amount of \$865,466.

BACKGROUND INFORMATION

At the August 1994 meeting, the U. T. Board of Regents awarded a general construction contract for Bertner Complex - Phase II and Clinic Services Facility - Phase II at the U. T. M.D. Anderson Cancer Center to George Hyman Construction Company, Dallas, Texas, for Base Bid "C" and Alternate Bid Nos. A1, B1, and B2 in the amount of \$117,715,000. At that time, the award of Alternate Bid No. B3 for the Finish-Out of the Tenth Floor Conference Center and the award of Special System Bid Package No. 11, Audio - Visual/Teleconferencing System, was not recommended due to budget constraints.

The U. T. M.D. Anderson Cancer Center Administration requested that the bid prices on these two items be held for a period of time so that an alternative funding strategy could be developed to build out this floor. Telemedicine is becoming an increasingly important factor in the institution's outreach efforts. The area on the tenth floor is to house a conference center equipped for meetings and teleconferences to enable the institution to hold many official functions on-site that are currently held in hotels at greater expense and inconvenience.

A funding strategy has now been identified that will allow the completion of the conference center without an increase in the authorized total project cost. With the approval of this request to award Alternate Bid No. B3 and Special System Bid Package No. 11, funds will be transferred from two other project categories: furniture and future work. In addition, a cost reduction program incorporating recommendations from the general contractor, the project architect, and owner representatives is underway and will identify additional items that will reduce the project construction cost.

The total project cost of \$248,600,000 for all phases of the Bertner Complex and Clinic Services Facility remains unchanged as approved in the FY 1994-1999 Capital Improvement Plan and the FY 1994 Capital Budget.

Business Aff. And Audit Com.

BUSINESS AFFAIRS AND AUDIT COMMITTEE
Committee Chairman Loeffler

Date: October 7, 1994

Time: Following the meeting of the Executive Committee

Place: Room 1.212, Conference Center, U. T. Dallas

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2. U. T. Southwestern Medical Center - Dallas: Request to Authorize the Purchase of a Magnetic Resonance Imaging System and Approve the Use of Revenue Financing System Parity Debt, Receipt of Certificate, and Finding of Fact with Regard to Financial Capacity	2

1. U. T. System: Recommendation to Approve Chancellor's Docket No. 78.--

RECOMMENDATION

It is recommended that Chancellor's Docket No. 78 be approved.

It is requested that the committee confirm that authority to execute contracts, documents, or instruments approved therein has been delegated to the officer or official executing same.

2. U. T. Southwestern Medical Center - Dallas: Request to Authorize the Purchase of a Magnetic Resonance Imaging System and Approve the Use of Revenue Financing System Parity Debt, Receipt of Certificate, and Finding of Fact with Regard to Financial Capacity.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Health Affairs, the Executive Vice Chancellor for Business Affairs, and President Wildenthal that the U. T. Board of Regents authorize the purchase of a 1.5 Telsa Magnetic Resonance Imaging (MRI) system in the amount of \$2,500,000 for The Mary Nell and Ralph B. Rogers Magnetic Resonance Center at the U. T. Southwestern Medical Center - Dallas.

The Chancellor also concurs in the recommendation of the Executive Vice Chancellor for Health Affairs, the Executive Vice Chancellor for Business Affairs, and President Wildenthal that, in compliance with Section 5 of the Amended and Restated Master Resolution Establishing The University of Texas System Revenue Financing System, approved by the U. T. Board of Regents on February 14, 1991 and amended October 8, 1993 (the "Master Resolution"), and upon delivery of the Certificate of an Authorized Representative as set out on Page BAAC - 4, the U. T. Board of Regents resolves that:

- a. Parity Debt shall be issued to pay the purchase price including any costs related to the purchase paid prior to the issuance of such Parity Debt
- b. Sufficient funds will be available to meet the financial obligations of the U. T. System including sufficient Pledged Revenues as defined in the Master Resolution to satisfy the Annual Debt Service Requirements of the Financing System and to meet all financial obligations of the Board relating to the Financing System

- c. U. T. Southwestern Medical Center - Dallas, which is a "Member" as such term is used in the Master Resolution, possesses the financial capacity to satisfy its Direct Obligation as defined in the Master Resolution relating to the issuance by the U. T. Board of Regents of tax-exempt Parity Debt in the amount of \$2,500,000
- d. This resolution satisfies the official intent requirements set forth in Section 1.150-2 of the U. S. Treasury Regulations.

BACKGROUND INFORMATION

A new high field imaging system at the Rogers Center is necessary for the U. T. Southwestern Medical Center - Dallas to meet the requirements of its referring clinicians, particularly in the areas of orthopedics, neuroscience, and vascular disease. Patients from the university are presently sent to outside MRI sites due to lack of a high field imaging system at the Rogers facility. Without high field imaging capacity, the U. T. Southwestern Medical Center - Dallas is less able to compete for managed care contracts and research funding.

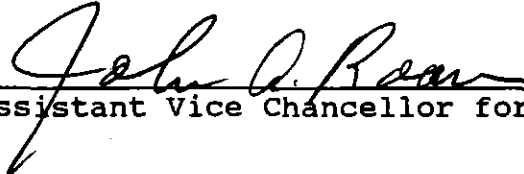
Financial analysis demonstrates acquisition of the system will be supported by incremental technical revenue generated by the U. T. Southwestern Medical Center - Dallas from recapturing its own patient base, referrals from medical groups in the vicinity who have frequently requested high field imaging services, and from new managed care contracts. The new system will also generate funding for spectroscopy and angiography research.

The project will be financed in accordance with the Guidelines Governing Administration of the Revenue Financing System and will be amortized each February 15 and August 15 for a period of six years.

PARITY DEBT CERTIFICATE OF U. T. SYSTEM REPRESENTATIVE

I, the undersigned Assistant Vice Chancellor for Finance of The University of Texas System, a U. T. System Representative under the Amended and Restated Master Resolution Establishing The University of Texas System Revenue Financing System adopted by the Board on February 14, 1991 and amended on October 8, 1993 (the "Master Resolution"), do hereby execute this certificate for the benefit of the Board of Regents pursuant to Section 5 (a) (ii) of the Master Resolution in connection with the authorization by the Board to issue "Parity Debt" pursuant to the Master Resolution to finance the purchase of a Magnetic Resonance Imaging System at U. T. Southwestern Medical Center at Dallas, and do certify that to the best of my knowledge the Board of Regents is in compliance with all covenants contained in the Master Resolution, First Supplemental Resolution Establishing an Interim Financing Program, and the Second Supplemental Resolution, and is not in default of any of the terms, provisions and conditions in said Master Resolution, First Supplemental Resolution and Second Supplemental Resolution as amended.

EXECUTED this 7th day of October, 1994


Assistant Vice Chancellor for Finance

Academic Affairs Com.

ACADEMIC AFFAIRS COMMITTEE
Committee Chairman Holmes

Date: October 7, 1994
Time: Following the meeting of the Business Affairs
and Audit Committee
Place: Room 1.212, Conference Center, U. T. Dallas

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1. U. T. Board of Regents: Proposed Amendments to the Regents' Rules and Regulations, Part One, Chapter III, Section 25, Subsection 25.2, Subdivision 25.22 (Textbooks and Other Materials Prescribed for the Use of Students).--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs, the Executive Vice Chancellor for Business Affairs, and the Executive Vice Chancellor for Health Affairs that the Regents' Rules and Regulations, Part One, Chapter III, Section 25, Subsection 25.2, Subdivision 25.22 regarding textbooks and other materials prescribed for the use of students be amended as set forth below in congressional style:

Sec. 25. Textbooks and Other Materials Prescribed for the Use of Students.

. . .

25.22 Textbooks, notebooks, manuals, or other materials for the use of students of a component institution, written or prepared by a member of the faculty of that institution, shall not be prescribed for the use of students in that institution or sold to such students until approved by the dean, chief academic officer and chief administrative officer, pursuant to policies included in the institutional Handbook of Operating Procedures. At a minimum, these policies should provide for consultation with departmental faculty. [~~An annual list of such approved materials shall be reported to System Administration via the appropriate Executive Vice Chancellor each August. The report shall indicate the proposed prices and profits, if any, and the authorization shall be effective only to the end of the fiscal year (August 31) for which such approval has been given.~~]

This item requires the concurrence of the Health Affairs Committee.

BACKGROUND INFORMATION

Subdivision 25.22 of Subsection 25.2, Section 25 of Part One, Chapter III of the Regents' Rules and Regulations was amended at the August 1993 U. T. Board of Regents' meeting to delete a requirement for Board approval of faculty-authored material and, instead, require an annual report to the appropriate Executive Vice Chancellor. Upon review of two annual reports with appropriate follow-up, the annual report requirement is no longer necessary and it is recommended that approval be fully delegated to the institutional chief administrative officers.

2. U. T. Board of Regents: Proposed Amendment to the Regents' Rules and Regulations, Part One, Chapter VI, Section 5, Subsection 5.1, Subdivision 5.12 (Participation in Student Government).--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and the Executive Vice Chancellor for Health Affairs that the Regents' Rules and Regulations, Part One, Chapter VI, Section 5, Subsection 5.1, Subdivision 5.12 regarding participation in student government be amended as set forth below in congressional style:

Sec. 5. Participation in Student Government.

. . .

- 5.12 Mode of Amending Constitutions and Bylaws.--An amendment to the constitution or bylaws of a students' association may be adopted by an association, in accordance with its constitution and laws, but the change shall not become effective until transmitted to and acted upon by the chief student affairs officer, the chief administrative officer, the appropriate Executive Vice Chancellor, and the Chancellor and approved by the Board. Amendments to internal rules of procedure shall not become effective until transmitted to and acted upon by the chief student affairs officer and the chief administrative officer [~~do-not-require-administrative-approval~~].

This item requires the concurrence of the Health Affairs Committee.

BACKGROUND INFORMATION

The proposed amendment to Section 5, Subsection 5.1, Subdivision 5.12 of the Regents' Rules and Regulations, Part One, Chapter VI is intended to clarify that internal rules of procedure, while not requiring U. T. System administrative approvals, do require appropriate institutional review and approval.

3. U. T. Board of Regents: Proposed Appointment of Regental Representative to the U. T. Austin Intercollegiate Athletics Council for Women Effective September 1, 1994.--

RECOMMENDATION

Chairman Rapoport, with the concurrence of Chancellor Cunningham and President Berdahl, recommends the appointment of Ms. Karen R. Johnson, Austin, Texas, as a Regental representative to the U. T. Austin Intercollegiate Athletics Council for Women for a four-year term beginning September 1, 1994.

BACKGROUND INFORMATION

The Intercollegiate Athletics Council for Women is composed of nine voting members and one nonvoting member as follows: two students (one nonvoting), an ex-student, two Regental appointees, and five members of the University General Faculty. The Regental appointments are for four (4) year staggered terms. Mr. George O. Nokes, Jr., Austin, Texas, is the continuing Regental representative.

Ms. Johnson served as the first woman executive director of the State Bar of Texas and recently was appointed Vice-President, State Governmental Affairs-Texas for Entergy Corporation/Gulf States Utilities.

4. U. T. Arlington: Proposed Appointment to Nonendowed Professorship Effective September 1, 1994 (Regents' Rules and Regulations, Part Two, Chapter I, Section 3, Subsection 3.4, Subdivision 3.41, Named Academic Positions).--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and President Amacher that the U. T. Board of Regents authorize use of the title Deloitte & Touche Professor of Accounting by Dr. Russell J. Petersen, Dean of the College of Business Administration and Professor of Accounting at U. T. Arlington.

The proposed appointment recognizes Deloitte & Touche, Fort Worth, Texas, as donor of a nonendowed fund of \$6,000 per year, known as the Deloitte & Touche Professorship in Accounting Fund, to support the College of Business Administration as authorized by the Regents' Rules and Regulations, Part Two, Chapter I, Section 3, Subsection 3.4, Subdivision 3.41, related to authorized use of a named nonendowed academic position title.

BACKGROUND INFORMATION

Deloitte & Touche, Fort Worth, Texas, has made a commitment of \$6,000 per year to benefit the College of Business Administration at U. T. Arlington through support of a salary supplement for an individual to be designated by the President. This annual contribution commitment provides the equivalent of minimum funding for an endowed professorship (\$100,000).

Dr. Petersen's appointment at U. T. Arlington was effective September 1, 1994. He was previously the Dean, College of Business Administration, at The University of Akron, Akron, Ohio, and is a member of several professional accounting organizations. Dr. Petersen is the recipient of the Gilbert P. Maynard Award for Excellence in Accounting Instruction and the Iowa Society of CPAs Outstanding Committee Chairman Award.

5. U. T. Austin: Recommendation to Name the College of Education Building (Regents' Rules and Regulations, Part One, Chapter VIII, Section 1, Subsection 1.1, Naming of Buildings).--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and President Berdahl that the College of Education Building at U. T. Austin be named the George I. Sanchez Building in accordance with the Regents' Rules and Regulations, Part One, Chapter VIII, Section 1, Subsection 1.1, relating to the naming of buildings.

BACKGROUND INFORMATION

The proposed naming of the College of Education Building is in honor of the late Dr. George I. Sanchez in recognition of his distinguished educational contributions to U. T. Austin, the State of Texas, and the nation. Dr. Sanchez received his M.S. in Education degree from U. T. Austin in 1931 and his Ed.D. from the University of California, Berkeley in 1934. In 1940, Dr. Sanchez became a member of the Department of History and Philosophy of Education at U. T. Austin and taught at U. T. Austin until his death in 1972. Over the course of his remarkable career, he had a profound impact on bilingual education, school financing, and preschool education. He helped devise the strategy for the 1940s court challenge that ended official segregation of Mexican-American children in the public schools of Texas. At U. T. Austin, Dr. Sanchez and Dr. Americo Paredes were the co-founders of the Center for Mexican-American Studies. A prolific writer and innovative researcher, Dr. Sanchez contributed greatly to the understanding of Mexican-American culture and social issues through his numerous books and articles and his other scholarly and professional activities.

6. U. T. Austin: Recommendation to Establish The University of Texas Press Advisory Council.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and President Berdahl that approval be given to establish The University of Texas Press Advisory Council at U. T. Austin, pursuant to the Regents' Rules and Regulations, Part One, Chapter VII, Section 3, regarding the Advisory Councils of a Component Institution.

Recommendations for appointment of nominees to membership on The University of Texas Press Advisory Council will be prepared in accordance with the Regents' Rules and Regulations for consideration by the U. T. Board of Regents at a future meeting.

BACKGROUND INFORMATION

The specific purpose of The University of Texas Press Advisory Council at U. T. Austin will be to provide assistance in identifying sources of private funding for the publication of books that cannot be published without support, to establish endowments to support publication in selected fields of scholarship, to provide advice on programs, and to assist in promoting The University of Texas Press throughout the state and nation.

7. U. T. Dallas: Proposed Amendments to the Constitution of the Student Association and the Bylaws of the Student Senate in Accordance with the Regents' Rules and Regulations, Part One, Chapter VI, Section 5, Subsection 5.12.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and President Jenifer that approval be given to amendments to the Constitution of the Student Association and the Bylaws of the Student Senate at U. T. Dallas, in accordance with the Regents' Rules and Regulations, Part One, Chapter VI, Section 5, Subsection 5.12, with proposed amendments in congressional style as set forth on Pages AAC 9 - 33 to be effective upon approval by the U. T. Board of Regents.

The proposed substantive changes to the Constitution and Bylaws are summarized as follows:

- a. The proposed amendment to Article I, Subarticle A, Sections 2 and 3 of the Constitution clarifies the beginning and ending times for terms of office. Juniors, seniors, and certain graduate senators would be elected in the Spring

Semester and serve from May 1 to April 30 of the following year. Freshman, sophomore, and at-large graduate senators would be elected in September and serve from October 1 to September 30 of the following year.

- b. The proposed amendment to the Constitution in Article II, Subarticle A, Section 2 provides for the President and Vice President to recommend Executive Officers from the Student Senate pending approval by the Senate.
- c. The proposed amendment to the Constitution in Article II, Subarticle B, Sections 1 and 2 specifies that the President and Vice President shall serve as representatives on the Student Union Fee and Student Service Fee Advisory Committee.
- d. The proposed amendments to the Constitution in Article III, Section 1 and to the Bylaws in Article VI, Section 1 specify that candidates for President or Vice President must have served in the Student Senate for a complete regular semester prior to the semester of the election.
- e. The proposed amendment to the Constitution in Article VI, Section 3 provides for a procedure to fill vacant Senate seats.
- f. The Constitution and Bylaws also each contain several minor proposed changes in the names of Senate committees.

BACKGROUND INFORMATION

The proposed amendments to the Constitution were adopted by the U. T. Dallas student body in a campus election on April 4-6, 1994. The amendments have been reviewed and approved by the Office of Academic Affairs and the Office of General Counsel and are submitted for approval pursuant to the Regents' Rules and Regulations, Part One, Chapter VI, Section 5, Subsection 5.12.

The Constitution was approved by the U. T. Board of Regents at the April 1975 meeting and was amended in July 1977, February 1984, April 1985, and August 1990. The Bylaws document was approved initially by the U. T. Board of Regents at the August 1990 meeting and has not been amended since that time.

The Constitution and Bylaws are incorporated in the "Student Services and Activities" section of the U. T. Dallas Handbook of Operating Procedures, which will be amended upon Regental approval of the proposed changes.

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CHAPTER 53. THE CONSTITUTION OF THE STUDENT ASSOCIATION
OF THE UNIVERSITY OF TEXAS AT DALLAS

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CONSTITUTION OF THE STUDENT ASSOCIATION
OF THE
UNIVERSITY OF TEXAS AT DALLAS

Statement of Purpose

It is the primary purpose of the Student Government of The University of Texas at Dallas, hereafter known as the Student Senate, to represent the Student Body, hereafter known as the Student Association, and provide a unified voice in student dealings with individuals and agencies outside of that Association. This includes, but is not limited to, the following:

1. Representing those ideals, goals, and programs which are of general interest to the Student Association, to the administration and other groups within and without the University structure.
2. Serving as a forum for the presentation of student interests and desires, determining which of those represents the opinions of a majority of the Student Association, and then acting as an agency to further the accomplishment of these goals.
3. Enhancing the intellectual life of the University, and ensuring that the opportunity is available for students to expose themselves to the widest possible range of contemporary thought and opinion.
4. Working with the administration and faculty to ensure that adequate programs are provided to meet the student's needs for sports, recreation, and entertainment.
5. Advising the administration of student opinion of proposed University programs.

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ARTICLE I
Student Senate
Subarticle A

Section 1. Composition

(1) At the undergraduate level, the Senate shall be chosen according to class (freshman, sophomore, junior, senior). Each undergraduate college shall be entitled to one senator to represent the junior class and one senator to represent the senior class unless otherwise specified in the Constitution, Bylaws, or Standing Rules. The number of freshman senators shall be equal to the number of undergraduate colleges within the University. The number of sophomore senators shall be equal to the number of undergraduate colleges within the University.

(2) At the graduate level, the Senate shall be composed of two graduate senators from each school within the University. The Senate shall include a number of graduate senators equal to twice the number of schools within the University to be elected on an at-large basis within the graduate class.

(3) The Chair of the Student Organization Forum (SOF) shall be a non-voting ex-officio member of the Student Senate. If the Student Organization Forum is not in existence, then a representative of student organizations shall be selected by the Senate to serve as a non-voting member.

(4) A member of the Executive Board of the Alumni Association of UTD may serve as a non-voting ex-officio member of the Student Senate.

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(5) The advisor(s) to the Student Senate shall be non-voting ex-officio member(s) of the Senate.

(6) The UTD members of the Student Advisory Group to the Board of Regents shall be non-voting ex-officio members of the Senate.

(7) The executive officers of the Student Senate shall include a President, a Vice President, a Secretary, a Treasurer, a Parliamentarian and a Communication Director who shall fulfill the qualifications set forth in Article III of this Constitution.

Section 2. Selection of Members

(1) The President and Vice President of the Student Association shall be chosen by an at-large election of the entire Student Association during the month of April of each year. Concurrent holding of these offices, or either of these offices and the office of senator, shall not be allowed.

(2) Juniors, students with at least 54 credit hours, seniors, students with at least 84 credit hours, and graduate senators shall be elected in the spring [~~All-senators-except-these-representing the-freshman-and-sophomore-classes-and-the-graduate-at-large senators-shall-be-elected-during-April~~] of each year. Freshman, sophomore and graduate at-large senators shall be elected during the month of September of each year on an at-large basis within their classes.

- a. An elected senator will be allowed to take his/her seat in which the powers and responsibilities of each are vested after meeting the requirements specified in the Bylaws of the Student Senate of UTD.

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b. Concurrent holding of Senate seats by one student shall not be allowed.

(3) The offices of Secretary, Treasurer, Parliamentarian, and Communication Director shall be filled by the Student Senate from among its membership by majority vote.

(4) The advisor(s) shall be member(s) of The University of Texas at Dallas Faculty and/or Administrative Staff, selected by the Executive Committee, approved by a two-thirds (2/3) vote of the Senate.

Section 3. Term of Office

(1) The term of office for the President and Vice President and all other E[executive] O[fficers] of the Student Senate [~~and all graduate and undergraduate senators, except those representing the freshman and sophomore classes and those graduate students selected on an at-large basis,~~] shall be [extend] from the first day of May to [until] the last day in [of] April [~~the following year~~].

(2) The term of office of all other graduate and undergraduate senators shall extend from the first day of May until the last day of April of the following year. The term of office for freshman and sophomore senators and graduate at-large senators shall extend from the first day of October until the last day of September. Vacancies occurring in the Student Senate shall be filled in accordance with Article VI of this Constitution.

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Subarticle B

Section 1. Presiding Officer

The President of the Student Association shall preside over all meetings of the Student Senate and may vote in the event of a tie vote. The Student Association Vice President shall preside over all meetings and/or portions of meetings in the absence of the President and shall exercise the option to vote on all matters before the Senate unless he/she is acting as chair of the meeting.

Section 2. Quorum

One-half of the current membership of the Student Senate, rounding up, shall constitute a quorum. The presence of three-fourths of the current membership of the Student Senate shall be necessary to vote on proposed amendments to this Constitution.

Section 3. Meetings

The Student Senate shall hold a regular meeting twice a month during the long semesters, and once a month during summer sessions.

ARTICLE II

Function and Powers

Subarticle A

Section 1. Legislative Power

The legislative power of the Student Association shall be vested in the Student Senate and shall be the highest level of elected Student Government of The University of Texas at Dallas.

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Section 2. Powers and Responsibilities of the Student Senate

The Student Senate shall have the power and responsibility to:

- (1) Be the official representative of the Student Association.
- (2) In accordance with Part One, Chapter VI, Section 5.2 of the Rules and Regulations of the Board of Regents, express its opinion concerning any topic that is of interest to the Student Association and discuss any questions or matters within the scope of this Constitution, or relating to the powers and functions of any organizations provided for in this Constitution, and may make recommendations to any individual or group, or both, on any such matters or questions.
- (3) Recommend or enact legislation.
- (4) Appoint, or recommend the appointment of, from among the Student Association, the student members of all Student-Faculty Committees and other University-wide committees in accordance with the Rules and Regulations of the Board of Regents and the laws of the State of Texas. These members may be removed upon a two-thirds vote of the Senate.
 - a. Members of the Academic Senate Standing Committee on Student Life, or the committee which makes recommendations concerning the use of student union and student service fees, shall be appointed by the Student Senate.
- (5) Confirm all appointments made by the Student Association President.
- (6) Ensure the right of the Student Association members to address issues during the course of all meetings.
- (7) Form special subcommittees to investigate and recommend

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solutions to situations deserving special attention.

(8) Fulfill other such duties as may be specified in the Bylaws of the Student Senate of UTD.

(9) The President, along with the Vice President, shall have the power to recommend Executive Officers from the Student Senate pending approval by a simple majority vote of the Senate. The appointments shall be made after the April elections in accordance with the Standing Rules.

Section 3. Voting by Proxy

Voting by proxy on matters before the Student Senate or other bodies set forth in this Constitution shall not be allowed.

Section 4. Parliamentary Authority

Unless otherwise prescribed in this Constitution of the Student Association of The University of Texas at Dallas, Robert's Rules of Order Newly Revised shall serve as the official rules of procedure.

Subarticle B

Section 1. Powers and Responsibilities of the President

The executive powers shall be vested in a President. The President shall have the power and responsibility to:

- (1) Preside at all meetings of the Student Senate.
- (2) Recommend legislation to the Student Senate.
- (3) Execute all legislation passed by the Student Senate.
- (4) Execute and enforce all decisions rendered by the Student

Judicial Board.

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(5) Unless otherwise prescribed in this Constitution, set the agenda for all Student Senate meetings.

(6) Exercise the option of voting in the case of a tie vote.

(7) Serve as a representative to the Student Union Fee and Student Service Fee Advisory Committee [~~Academic-Senate-Standing Committee-on-Student-Life~~], or the committee which makes recommendations concerning the use of student union and student service fees. If the composition of that committee is such that a representation is allocated according to the college in which the student members reside, and the President and Vice President are from the same college, only one of them shall serve on the aforementioned committee.

(8) Fulfill other such duties as may be specified in the Bylaws and Standing Rules of the Student Senate of UTD.

Section 2. Powers and Responsibilities of the Vice President

The Vice President shall have the power and responsibility to:

(1) Assist the President in the execution of his/her duties.

(2) Perform the duties of the President in the case of his/her absence.

(3) Exercise the option to vote on all matters brought before the Senate unless he/she is acting as chair of the meeting.

(4) Become President, if the office of President should become vacant, for the remainder of the term of office in accordance with Article VI of this Constitution.

(5) Serve as Chairperson of the Student Senate Student Life Committee and act as a representative to the Student Union Fee and Student Service Fee Advisory Committee [~~Academic-Senate~~]

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~~Standing-Committee-on-Student-Life, or the committee that makes recommendations concerning the use of student union and student service fees].~~ If the composition of that committee is such that representation is allocated according to the college in which the student members reside, and the President and Vice President are from the same college, only one of them shall serve on the aforementioned committee.

(6) Be the official representative of non-degree students as defined by the Bylaws of the Student Senate of UTD.

(7) Fulfill other such duties as may be specified in the Bylaws and Standing Rules of the Student Senate of UTD.

Section 3. Secretary of the Student Senate

The Secretary of the Student Senate shall:

(1) Be an elected member of the Student Senate.

(2) Maintain a record of all proceedings of the Student Senate in conjunction with the Student Senate office clerical staff.

(3) Assist the President and Vice President in the execution of their duties.

(4) Oversee, under the direction of the Student Association President, all Senate correspondence.

(5) Fulfill other such duties as may be specified in the Bylaws and Standing Rules of the Student Senate of UTD.

Section 4. Treasurer of the Student Senate

The Treasurer of the Student Senate shall:

(1) Be an elected member of the Student Senate.

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(2) Maintain the financial records of the Student Senate in conjunction with the Student Senate office clerical staff.

(3) Publish by January 1 and June 1 of each year a financial statement which shall include amounts appropriated to each activity, total allocations to date, current balance to date, and other information the Student Senate may designate.

(4) Serve as Chair of the Budget Committee.

(5) Fulfill other such duties as may be specified in the Bylaws and Standing Rules of the Student Senate of UTD.

Section 5. Parliamentarian of the Student Senate

The Parliamentarian of the Student Senate shall:

(1) Be an elected member of the Student Senate.

(2) Render all decisions regarding parliamentary procedure in accordance with Article II, Subarticle A, Section 4, of this Constitution.

(3) Assist the President and Vice President in the execution of their duties.

(4) Serve as Chair of the Rules Committee.

(5) Fulfill other such duties as may be specified in the Bylaws and Standing Rules of the Student Senate of UTD.

Section 6. Communication Director of the Student Senate

The Communication Director of the Student Senate shall:

(1) Be an elected member of the Student Senate.

(2) Be responsible for the marketing of Student Senate activities to the members of the Student Association with the intent of

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increasing awareness and participation.

(3) Serve as Chair of the Communications Committee.

(4) Fulfill other such duties as may be specified in the Bylaws and Standing Rules of the Student Senate of UTD.

Section 7. Executive Committee

The Executive Committee shall consist of the President, Vice President, Secretary, Treasurer, Parliamentarian, Communication Director, and the Chairperson of each Standing Committee.

(1) The UTD members of the Student Advisory Group to the Board of Regents shall serve as non-voting ex-officio members on the Executive Committee.

(2) Voting rights shall be allocated according to the number of persons on the Committee rather than the number of positions available.

ARTICLE III

Qualifications and Elections

Section 1. General Qualifications

No person shall be a candidate or hold office under the authority of this Constitution unless he/she shall:

(1) Be regularly enrolled at UTD for at least a minimum of nine hours on the undergraduate level or six hours on the graduate level.

(2) Hold a minimum cumulative grade point average of 2.5 and not be on disciplinary probation, scholastic or otherwise.

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(3) Be a regularly enrolled student in the program from which he/she was elected and remain a member in the college from which he/she was elected in order to continue membership in the Student Senate.

(4) To be elected to the office of President or Vice President, the candidate must have previously served on the Student Senate for a complete regular semester (either the semester preceding the election semester or any other regular semester).

Section 2. Voting

No person shall be entitled to vote in an election held under the authority of this Constitution unless he/she is a regularly enrolled member of the Student Association. Those defined as non-degree students in the Bylaws of the Student Senate of UTD shall be entitled to vote in University at-large elections.

Section 3. Elections

(1) All elections provided for in this Constitution shall be administered by the Rules Committee.

(2) To be elected President or Vice President of the Student Association, a candidate must receive forty percent of the votes cast for that office in a general Student Association election. If no candidate receives the required forty percent or there is a tie, there will be a run-off between the top two candidates. If two candidates receive at least forty percent and neither receives a majority, there will be a run-off between these two candidates.

(3) Write-in balloting shall not be accepted in any run-off election.

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(4) All other elections shall be decided by a plurality of the votes cast, provided that in the event of a tie vote, a run-off election shall be held.

(5) Special elections may be called by the Student Senate by a two-thirds vote of the membership of the Student Senate or by the Rules Committee.

(6) All undergraduate seats not filled in the April election, or vacated prior to the September election, shall be open on an at-large basis within the undergraduate division during the September elections. All graduate seats not filled in the April election shall be open on an at-large basis within the graduate division during the September elections.

ARTICLE IV

Standing Committees

Section 1. Standing Committees

The standing committees shall consist of the Student Senate Student Life Committee, the Rules Committee, the Budget Committee, the Student Communications Committee, the Student Services Committee, and the Multicultural Affairs Committee.

Section 2. Composition

Each committee shall be composed of at least one undergraduate and one graduate member.

Section 3. Chairperson

The Chairperson of each committee shall have the right to include items on the agenda of the Student Senate meetings subject

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to the Bylaws of the Student Senate of UTD.

Section 4. Committee Responsibilities

(1) The Student Life Committee shall be responsible for coordinating all Student Senate sponsored student activities.

(2) The [~~Student~~] Communications Committee shall be responsible for maintaining an awareness among the Student Association of the activities of the Student Senate.

(3) The Rules Committee shall establish election procedures and administer the conduct of all elections within the framework of this Constitution.

(4) The Budget Committee shall be responsible for the preparation of the Senate budget and may administer the expenditure of the Student Senate funds under the outlines of the laws of the State of Texas, the Rules and Regulations of the Board of Regents, and the Handbook of Operating Procedures for this institution.

(5) The Student Services Committee shall be responsible for hearing, evaluating, and addressing areas of interest and concern related to the University in its role as a service-providing institution.

(6) The Multicultural [~~Affairs~~] Committee shall address and respond to multicultural concerns and issues.

(7) All committees shall be responsible for any other duties as may be enacted in the Bylaws of the Student Senate of UTD.

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ARTICLE V

Student Judicial Board

Section 1. Duties

The Student Judicial Board shall arbitrate over matters of interpretation of this Constitution and acts of the Student Senate. Any member of the Student Senate may petition the Student Judicial Board concerning any matter heretofore mentioned. The Student Judicial Board shall decide, by unanimous consent of all its members, whether to hear a case and shall, by a simple majority, render a decision that shall be final and binding upon all concerned parties.

Section 2. Composition

The Student Judicial Board shall be composed of five (5) members of the Student Association who do not sit on the Student Senate or hold any other elected or appointed office on campus. Of the five (5) members, there shall be at least one undergraduate and one graduate member, the remaining members to be selected from either group.

Section 3. Term of Office

Members of the Student Judicial Board shall serve for the duration of their current academic degree programs.

Section 4. Presiding Officer

The presiding officer of the Student Judicial Board shall be the Chairperson, and he/she shall be elected by the members of that body for his/her term of office.

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Section 5. Selection Process

All members of the Student Judicial Board shall be selected by the Executive Committee and approved by a simple majority of the Student Senate.

Section 6. Other Duties

The Student Judicial Board shall act in any other such matters as directed by the President of The University of Texas at Dallas.

ARTICLE VI

Vacating an Office

Section 1. Removal from Office

(1) Any person serving under the provisions of this Constitution may, upon petition by the Executive Committee or by one-fourth of the Student Senate, be removed from office upon approval of two-thirds of the entire Student Senate.

(2) If at any time a person serving under the provisions of this Constitution can no longer meet the minimum requirements outlined for the office of this Constitution, that office automatically becomes vacant.

Section 2. Succession

If for any reason the Office of President should become vacant, the Vice President shall become President.

If the office of Vice President should become vacant, it shall

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be filled from among the current membership of the Senate in a method to be prescribed in the Bylaws of the Student Senate of UTD.

Section 3. Vacant Senate Seats [Special-Elections]

(1) On completion of the Fall (September) elections, if there are any seats either at the undergraduate or graduate level that have not been filled by the filed or write-in candidates, the following will apply:

a. If there are any undergraduate seats vacant, and all graduate seats have been filled, then and only then can the remaining candidates who had filed for graduate seats be assigned the vacant undergraduate seat.

b. If there are any graduate seats vacant, and all undergraduate seats have been filled, then and only then can the remaining candidates who had filed for undergraduate seats be assigned the vacant graduate seats.

(2) Upon a vacancy occurring in any elected office, a special election may be held to fill that vacancy. Persons elected in special elections shall serve until the next regularly scheduled election for that office.

Section 4. Recall Elections

Any elected person serving under the provisions of this Constitution shall be subject to an automatic recall election upon presentation of a petition bearing a number of signatures of the appropriate constituency specified in the Bylaws of the Student Senate of UTD.

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(1) The petition must be submitted to the Student Association President, or if the office of President is in question, to any member of the Executive Committee.

(2) After receipt of the petition by the appropriate official, a recall election must be held in a timely manner.

(3) The election shall be conducted as if it were a regular election for that office. The member in question shall be a candidate by right and shall continue in office until the election results are certified by the Rules Committee.

Section 5. Student Judicial Board Vacancies

Vacancies on the Student Judicial Board shall be filled as specified in Article V of this Constitution.

ARTICLE VII

Ratification and Amendment

Section 1. Student Senate Initiated Amendments

Any member of the Student Senate may propose amendments to this Constitution. The proposed amendment must lay on the table for thirty days, after which the Student Senate must vote on the proposed amendment. If three-fourths of the total membership of the Student Senate favor the amendment, it must be submitted to the Student Association for approval or disapproval.

Section 2. Student Association-Initiated Amendment

If members of the Student Association equal to at least fifty

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percent (50%) of the certified vote count from the last regular Spring election petition the Student Senate to amend the Constitution, the Student Senate must call an election within thirty (30) days for approval or disapproval of said amendment.

Section 3. Ratification

Amendments to this Constitution shall become effective after ratification by two-thirds of the Student Association voting on said amendments in an election after certification by the Chair of the Rules Committee that such amendments have been duly ratified and after approval by the Board of Regents of The University of Texas System through its prescribed procedures.

Section 4. Permanent Copy

Such amendments shall be attached to the permanent copy of this Constitution preserved in the records of the Student Senate.

Section 5. Deletion and Substitution

Amendments by deletion and substitution are allowed.

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CHAPTER 55. BYLAWS OF THE STUDENT SENATE
OF THE UNIVERSITY OF TEXAS AT DALLAS

...

ARTICLE IV. DUTIES AND RESPONSIBILITIES OF SENATE

COMMITTEES

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| 7. | Senate Multicultural [Affairs] Committee | V-55-8 |
| 8. | Executive Committee | V-55-8 |

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CHAPTER 55. BYLAWS OF THE STUDENT SENATE
OF THE UNIVERSITY OF TEXAS AT DALLAS

...

ARTICLE IV

DUTIES AND RESPONSIBILITIES OF SENATE COMMITTEES

...

Section 6. Senate [~~Student~~] Communications Committee

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The Senate [~~Student~~] Communications Committee shall have the power and responsibility to:

- (1) In conjunction with the standing committees of the Senate, market the activities of the individual committees and the Senate as a whole.

Section 7. Senate Multicultural [~~Affairs~~] Committee

The Senate Multicultural [~~Affairs~~] Committee shall have the power and responsibility to:

- (1) Work in conjunction with the Office of Student Life to address multicultural concerns.

...

ARTICLE VI

STUDENT SENATE ELECTION CODE

Section 1. Qualifications for Obtaining and Holding Office

- (1) President and Vice President
 - (a) Must be enrolled for at least nine (9) hours on the undergraduate level or six (6) hours on the graduate level during regular school sessions.
 - (b) Must hold a cumulative grade point average of 2.5 or higher.
 - (c) Must have attended and completed courses at UTD during the regular semester (fall or spring) immediately prior to the semester in which the

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election will be held.

(d) Must have served on the Senate for a full term or the previous semester to be eligible to be a candidate for President or Vice President.

...

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8. U. T. El Paso: Request for Permission for Individual to Serve as a Member at-Large of the National Aeronautics and Space Administration Advisory Council [Regents' Rules and Regulations, Part One, Chapter III, Section 13, Subsections 13.(10) and 13.(11)].--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs that approval be given for Dr. Diana S. Natalicio, President of U. T. El Paso, to serve as a Member at-large of the National Aeronautics and Space Administration Advisory Council.

It is further recommended that the U. T. Board of Regents find that: (1) the holding of this membership by President Natalicio is of benefit to the State of Texas and (2) there is no conflict between her position at U. T. El Paso and her service on this Advisory Council.

BACKGROUND INFORMATION

Dr. Natalicio has been invited to serve as a Member at-large of the National Aeronautics and Space Administration (NASA) Advisory Council for a two-year term commencing in September 1994. The NASA Advisory Council meets four times a year in Washington, D. C., and is the agency's senior external advisory body for addressing important program and policy matters. Dr. Natalicio will serve without compensation. NASA will cover expenses related to meetings.

This recommendation is in accordance with approval requirements for positions of honor, trust, or profit provided in Chapter 574 of the Texas Government Code and Part One, Chapter III, Section 13, Subsections 13.(10) and 13.(11) of the Regents' Rules and Regulations.

9. U. T. El Paso: Recommendation for Approval of a Proposed Agreement of Cooperation with the National Autonomous University of Mexico, Mexico City, Mexico, and Request for Authorization to Execute Agreement.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and President Natalicio that approval be given to the proposed Agreement of Cooperation set out on Pages AAC 36 - 42 between U. T. El Paso and the National Autonomous University of Mexico, Mexico City, Mexico.

It is further recommended that the President of U. T. El Paso be authorized to execute, on behalf of the U. T. Board of Regents, this agreement with the understanding that any and all specific agreements arising from this agreement are to be submitted for prior administrative review and subsequent approval as required by the Regents' Rules and Regulations.

BACKGROUND INFORMATION

The proposed agreement is designed to promote collaboration between U. T. El Paso and the National Autonomous University (UNAM) and to capitalize on opportunities resulting from the North American Free Trade Agreement (NAFTA). The goals of the agreement are to:

- a. Promote interest in the pedagogical and research activities of the respective institutions
- b. Increase understanding between the two institutions regarding economic situations, cultural environments, and positions with regard to important social topics
- c. Promote exchanges of knowledge in the areas of pedagogy, research, and professional and student development activities.

The proposed nonstandard agreement has been reviewed and approved by the Office of General Counsel and the Office of Academic Affairs and is similar to other agreements of cooperation previously approved by the U. T. Board of Regents.

GENERAL AGREEMENT ON ACADEMIC, SCIENTIFIC AND CULTURAL COLLABORATION CELEBRATED BETWEEN THE FIRST PARTY, THE NATIONAL AUTONOMOUS UNIVERSITY, HEREINAFTER KNOWN AS "THE UNAM", REPRESENTED IN THIS ACT BY THE UNIVERSITY'S RECTOR, DR. JOSE SARUKHAN KERMEZ, AND THE PARTY OF THE SECOND PART, THE UNIVERSITY OF TEXAS, EL PASO, HEREINAFTER KNOWN AS "THE UTEP", REPRESENTED IN THIS ACT BY THE UNIVERSITY PRESIDENT, DR. DIANA S. NATALICIO, IN ACCORDANCE WITH THE FOLLOWING CLAUSES AND DECLARATIONS:

DECLARATIONS

I. "THE UNAM" DECLARES:

1. That in accordance with Article 1 of its Charter, it is a public corporation and decentralized agency of the state, endowed with full legal powers, whose purpose is to provide higher education with the aim of educating professionals, researchers, university professors and technicians useful to society, to organize and carry out research principally involving national problems, and to extend as widely as possibly the benefits of culture.

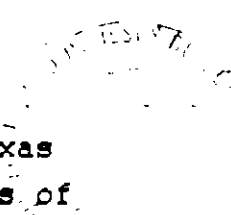
2. That its legal representation rightly falls upon its Rector, Dr. José Sarukhan Kermez, in accordance with the provisions of Article 9 of its Charter and Article 30 of the General Statutes.

3. That it has available to it highly qualified human resources and the necessary infrastructure including installations and equipment at its various schools, departments, institutes and centers, to carry out the objective of this agreement.

3. That, for the purposes of this agreement, it declares its legal address to be: Noveno Piso de la Torre de Rectoría, en Ciudad Universitaria, Coyoacán, Distrito Federal, C.P. 04510.

II. "THE UTEP" DECLARES:

II.1. That it is a component of the University of Texas System, and an agency of the State of Texas, United States of America.


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II.2. That it is a comprehensive urban university with a mission that includes the transmission of knowledge through the instruction of students, the advancement of knowledge as demonstrated by research and scholarly publication, and the application of knowledge through professional consultation, artistic performance, continuing education and service to agencies and organizations.

II.3. That in order to carry out and for the fulfillment of this agreement, Diana S. Natalicio, UTEP's President, has the authority to sign this agreement, and can delegate her authority and responsibility to whomever she designates.

II.4. That its legal address is: The University of Texas at El Paso, 500 University Avenue, El Paso, Texas 79968, United States of America.

III. BOTH PARTIES DECLARE:

That after consideration of the aforesaid, they agree to undertake compliance with the terms and conditions contained in the following

CLAUSES

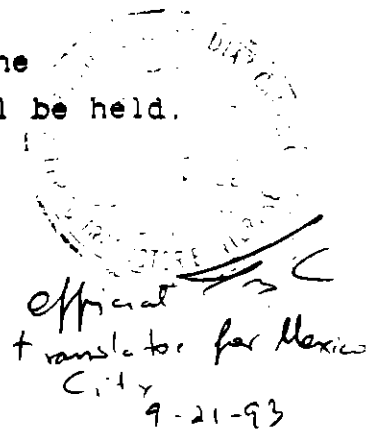
FIRST: OBJECT

The object of this agreement is collaboration between the two parties, with aim of promoting interest in the pedagogical and research activities of the respective institutions, as well as increasing understanding between the two institutions regarding their economic situations, cultural environment and positions as regards important social topics.

SECOND: SCOPE

In order to carry out the activities described in the preceding clause, annual programs of activities will be held, which should include:

- A. Objectives
- B. Calendars of activities



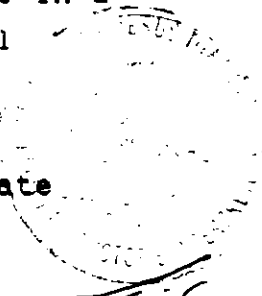
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- C. Staff, materials and financial needs
- D. The venue in which the activities are to be carried out
- E. Sources of financing
- F. Where applicable, teaching, advisory, and training activities and reciprocal academic and personnel interchanges.
- G. Publication of results and diffusion activities.
- H. Designation of persons responsible for the event(s)
- I. Evaluation and follow-up activities
- J. Specific commitments regarding intellectual property
- K. Promotion of academic collaboration between professors as well as graduate and undergraduate students in studies and research.
- L. Planning, coordination and service as the main contact for individual and group activities, both those carried out within one of the parties' own institution, as well as those carried out jointly by both institutions;
- M. Diffusion of information in each institution about the academic staff, facilities, research, publications, library materials and educational resources available at the other institution.
- N. Periodic meetings for the revision and evaluation of the activities carried out, and for the conceptualization of new mechanisms for cooperation agreements in the future;
- O. Any other terms agreeable to both parties.

THIRD: COMMITMENTS OF BOTH PARTIES

In order to achieve these objectives, both parties undertake, to the extent that their means and possibilities allow, to:

1. Promote institutional exchanges, inviting the professors and staff of the other institution to participate in a variety of pedagogical, research and professional development activities;
2. To allow entry to students from the associated institution, both on the graduate and undergraduate



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levels. for the purpose of study or research. during predetermined periods:

3. To organize symposia, conferences, courses and meetings on topics of interest to their respective researchers;
4. To carry out joint research and continuing education programs;
5. To exchange information regarding advances in teaching, research and student development at each institution.

FOURTH: TECHNICAL COMMISSION

In order to ensure adequate development of the activities referred to in this agreement, the parties will form a Technical Commission, to be made up of an equal number of representatives from each of the two institutions. The Commission shall have the following powers:

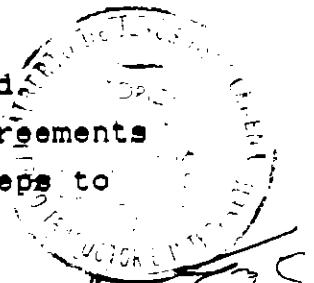
- A. To determine and approve feasible actions of execution;
- B. To coordinate the preparation and signing of the annual programs stipulated in this agreement;
- C. To provide follow-up of the programs and evaluate their results; and
- D. Any other powers agreeable to both parties

FIFTH: LABOR RELATIONS

The parties agree that the personnel supplied by each party for the realization of this agreement will be understood to have a relationship exclusively with the institution which hired him or her, and thus undertake to assume their respective responsibilities in this area and will under no circumstances be considered to be solidary or substitute employers.

SIX: SPECIFIC AGREEMENTS

In the execution of the actions specified in the Second Clause, the parties will reach specific cooperation agreements deriving from this agreement, in which the concrete steps to



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be taken in carrying out the planned activities shall be enunciated in a precise manner.

SEVENTH: INTELLECTUAL PROPERTY

The parties undertake to carry out by their common agreement various types of publications (articles, pamphlets, etc.) as well as informational and joint productions which form the objective of this agreement. It is therefore stipulated that the parties shall share jointly in the rights regarding intellectual property provided for under the Law, both in the Mexican Republic and in other countries.

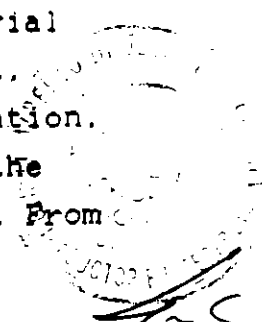
The parties shall maintain confidentiality regarding the activities set forth in this agreement in cases where they consider it necessary to do so.

It is expressly understood that the parties are free to make use of the results obtained in the activities cited in this agreement in their academic activities.

EIGHTH: TAX LIABILITY

The present agreement does not accrue liability for any taxes whatsoever to the "UNAM", given that Article 17 of its Charter states that the university's income, its goods and properties, are not subject to Federal, local or municipal taxes, nor are they to be levied on any of the agreements, acts or contracts to which the university is a party, in cases where the university is liable for the taxes in question under the respective law.

The definitive interpretation of the aforesaid Article is that "the UNAM" operates under a fiscal rule which exempts it from tax liability as has been recognized by the Federal Judiciary in Judicial Case 1.5.A.8. of the Fifth Collegial Tribunal in Administrative Matters of the First Circuit, published in the Weekly Judicial Bulletin of the Federation, number 19-20, July-September 1989, on page 123, under the title "National Autonomous University of Mexico. Exempt From Tax Liability", based upon the executions of the


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Constitutional appeals 35/88. 5/89. 25/89. 45/89 and 85/89 under review.

NINTH: CIVIL LIABILITY

It is expressly agreed that the parties shall have no civil responsibilities or liability for damages and injuries which might result. by chance or by force majeure. particularly those resulting from the suspension of academic or administrative activities.

TENTH: DURATION

This agreement will have an indefinite duration as measured from the date of its signing. and may be terminated by either of the parties with notice prior to such termination. by means of advance written notice of 90 days. in which case both parties shall takes such steps as are necessary to avoid damages both to themselves and to third parties.

ELEVENTH: MODIFICATIONS

The present agreement may be modified or additions may be made to it by mutual agreement of the parties. and such modifications or additions shall be binding upon the signatories as of the date of the signing.

TWELFTH: INTERPRETATION AND CONTROVERSIES

This agreement is the product of good faith, and therefore any conflicts which may arise as to its interpretation. formalization and fulfillment. shall be resolved by the Technical Commission referred to in this agreement. and its decisions shall not be subject to appeal.



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Having read this document, and both parties being fully aware of its contents and scope, they sign it in two copies at _____, on the _____ day of _____ of Nineteen Ninety _____

FOR "THE UNAM"


DR. JOSE SARUKHAN KERMEZ
RECTOR

FOR "THE UTEP"

DR. DIANA S. NATALICIO
PRESIDENT

10. U. T. Pan American: Request for Permission for Individual to Serve as a Member of the Federal Communications Commission's LMDS FSS 28 GHz Band Negotiated Rulemaking Committee [Regents' Rules and Regulations, Part One, Chapter III, Section 13, Subsections 13.(10) and 13.(11)].--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and President Nevarez that approval be given for Mr. Steve Copold, Director of Information Resources at U. T. Pan American, to serve as a member of the Federal Communications Commission's LMDS FSS 28 GHz Band Negotiated Rulemaking Committee.

It is further recommended that the U. T. Board of Regents find that: (1) the holding of this membership by Mr. Copold is of benefit to the State of Texas and (2) there is no conflict between his position at U. T. Pan American and his membership on this Committee.

BACKGROUND INFORMATION

The Federal Communications Commission (FCC) has established the LMDS FSS 28 GHz Band Negotiated Rulemaking Committee to provide expert advice and recommendations to the FCC for use in the formulation of technical rules related to the Local Multipoint Distribution Service (LMDS) and the Fixed Satellite Service (FSS). The rules are expected to maximize the co-frequency sharing of the 27.5 - 29.5 GHz frequency band (28 GHz band) between these services. Mr. Copold will serve without compensation.

This recommendation is in accordance with approval requirements for positions of honor, trust, or profit provided in Chapter 574 of the Texas Government Code and Part One, Chapter III, Section 13, Subsections 13.(10) and 13.(11) of the Regents' Rules and Regulations.

11. U. T. Pan American: Recommendation to Approve a Change in Enforcement Fees Effective with the Fall Semester 1994 (Catalog Change).--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and President Nevarez that the U. T. Board of Regents approve a change from \$10.00 to \$15.00 for the citation enforcement fee at U. T. Pan American effective with the Fall Semester 1994. The enforcement fees are set out in their entirety on Page AAC - 44.

	<u>1993-94</u> <u>Current</u> <u>Fees</u>	<u>1994-95</u> <u>Proposed</u> <u>Fees</u>
<u>Enforcement Fees</u>		
Citation (per violation)	\$10.00	\$15.00
Immobilizer (per violation)	10.00	20.00
Impoundment (per violation)	N/A	25.00
Unauthorized removal of immobilizer	N/A	50.00

Upon Regental approval, the next appropriate catalog published at U. T. Pan American will be amended to reflect this action.

BACKGROUND INFORMATION

At the June 1994 meeting, the U. T. Board of Regents approved a citation fee of \$10.00 for U. T. Pan American. However, the \$10.00 figure was submitted incorrectly by that institution. This request is for a correction to reflect U. T. Pan American's citation fee as \$15.00 rather than \$10.00 to be effective with the Fall Semester 1994.

12. U. T. Pan American: Recommendation to Establish an Internal Foundation for Men's and Women's Intercollegiate Athletics (Regents' Rules and Regulations, Part One, Chapter VII, Section 4, Subsection 4.3, Internal Foundations).--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and President Nevarez that the U. T. Board of Regents approve the following actions relative to establishing an internal foundation at U. T. Pan American:

- a. Approve the resolution set out on Page AAC - 46 creating the Bronc Foundation as an internal foundation to benefit the Department of Athletics at U. T. Pan American in accordance with the Regents' Rules and Regulations, Part One, Chapter VII, Section 4, Subsection 4.3 (Internal Foundations)
- b. Authorize the Executive Secretary to the U. T. Board of Regents to add the foundation to the list of approved internal foundations set out in the Regents' Rules and Regulations, Part One, Chapter VII, Section 4, Subsection 4.33

- c. Establish the Bronc Foundation Advisory Council pursuant to the Regents' Rules and Regulations, Part One, Chapter VII, Section 3 with the understanding that nominees to the Bronc Foundation Advisory Council will be submitted for approval at a future meeting.

BACKGROUND INFORMATION

The Broncs Athletic Club at U. T. Pan American has been an athletics booster organization providing support for intercollegiate athletics programs in past years. The club has not had a clearly defined legal relationship to U. T. Pan American but has operated in many respects as an internal foundation. National Collegiate Athletic Association (NCAA) expectations regarding university control over athletic fund raising activities suggest the need for the club to be restructured in keeping with the provisions of the Regents' Rules and Regulations concerning internal foundations. The establishment of an internal foundation will provide U. T. Pan American with oversight and consistent, internal control of fund raising for athletic programs.

Since the Broncs Athletic Club has not been incorporated previously, it will not require any steps to dissolve, but the club will cease to function as an independent organization and will be reconstituted under the provisions of the internal foundation.

An internal foundation is an accounting and administrative mechanism in the name of which development boards and advisory councils may approach prospective donors. Internal foundations are under the jurisdiction and control of the U. T. Board of Regents and are governed by rules, regulations, policies, and procedures promulgated by the U. T. Board of Regents.

Similar internal foundations in support of athletics programs have been established previously by the U. T. Board of Regents, most recently for the U. T. El Paso Miner Foundation at the February 1992 meeting.

Upon approval, recommendations for the appointment of nominees to membership on the Advisory Council for the Bronc Foundation will be prepared in accordance with the Regents' Rules and Regulations for consideration by the U. T. Board of Regents at a future date.

Resolution of the Board of Regents
of The University of Texas System

WHEREAS, There exists a clear and specific need for means to finance the program of the Department of Athletics of The University of Texas - Pan American, in addition to the regular budgetary provisions; and

WHEREAS, It is the desire of interested persons to set up the facilities to encourage and assist in such financing;

IT IS NOW RESOLVED, That the Board of Regents of The University of Texas System hereby establishes the Bronc Foundation of the Department of Athletics of The University of Texas - Pan American.

AND FURTHER, That the purpose of the said Foundation shall be to foster the understanding and development of the programs of the Department of Athletics at The University of Texas - Pan American, and to encourage the making of gifts to the Foundation by deed, grant, will or otherwise for any purpose appropriate to the work of the Foundation.

AND FINALLY, That all donations to and assets of the Foundation shall be accepted and managed subject to the following conditions:

1. The unrestricted funds of the Foundation shall be devoted to the enrichment of the scholarship programs for student athletes in all varsity sports of the Department of Athletics of The University of Texas - Pan American and such special funds as may be established from time to time, and shall not be used for the ordinary operating expenses of the Department of Athletics.

2. A donation to the Foundation may be made for a specific purpose and may be given in the name of the donor or other designation as specified by the donor or may be given as unrestricted funds. Gifts which meet or exceed the minimum requirements of the Board of Regents may be presented for acceptance by the Board as permanently endowed funds for support of the Department of Athletics program of The University of Texas - Pan American.

3. The Board of Regents shall hold, manage, control, sell, exchange, lease, convey, mortgage or otherwise encumber, invest or reinvest, and generally shall have the power to dispose of in any manner and for any consideration and on any terms the said gifts, funds, or property in their discretion and shall from time to time pay out of the income, or if the income be insufficient, out of the principal, all expenses of the trust and all expenditures incurred in furthering the purposes of the trust.

4. Neither any donation to the Bronc Foundation nor any fund or property arising therefrom in whatever form it may take shall ever be any part of the Permanent University Fund nor shall the Legislature have power or be in any way authorized to change the purposes thereof or to divert such donation, fund or property from those designated purposes.

5. As in the case of other University funds, authorization for expenditure of all funds from the Foundation shall be vested in the Board of Regents and recommendations for such expenditures shall be made by the President of The University of Texas - Pan American through the Executive Vice Chancellor for Academic Affairs to the Chancellor and by the Chancellor to the Board of Regents of The University of Texas System.

Health Affairs Committee

HEALTH AFFAIRS COMMITTEE
Committee Chairman Ramirez

Date: October 7, 1994
Time: Following the meeting of the Academic Affairs
Committee
Place: Room 1.212, Conference Center, U. T. Dallas

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1. U. T. Southwestern Medical Center - Dallas: Proposed Appointments to Endowed Academic Positions Effective Immediately.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Health Affairs and President Wildenthal that the following initial appointments to endowed academic positions at the U. T. Southwestern Medical Center - Dallas be effective immediately:

<u>Name of Proposed Appointee</u>	<u>Endowed Academic Position</u>
Richard A. Lange, M.D. Associate Professor of Internal Medicine	Jonsson-Rogers Chair in Cardiology See Item <u>32</u> on Page <u>AMC - 28</u> for estab- lishment of this Chair.
Harold Ray (Skip) Garner, Jr., Ph.D. Professor of Biochemistry	Philip O'Bryan Montgomery, Jr., M.D. Distinguished Chair in Developmental Biology; established February 1990
Richard Baer, Ph.D. Associate Professor of Microbiology	H. Lloyd and Willye V. Skaggs Professorship in Medical Research; estab- lished August 1993
Adi F. Gazdar, M.B., B.S. Professor of Pathology	W. Ray Wallace Distin- guished Chair in Molecular Oncology Research; estab- lished February 1994
Lynne M. Kirk, M.D. Professor of Internal Medicine; Associate Dean for Medical Education	Peter and Jean D. Dehlinger Professorship in Biomedical Science; established August 1994
David L. Garbers, Ph.D. Professor of Pharmacology	The Patrick E. Haggerty Distinguished Chair in Basic Biomedical Science; established February 1994
David A. Pistenmaa, M.D., Ph.D. Professor of Radiation Oncology	Effie Marie Cain Distin- guished Chair in Cancer Therapy Research See Item <u>29</u> on Page <u>AMC - 26</u> for estab- lishment of this Chair.
Paul L. Flicker, M.D., F.A.C.S., A.A.O.S. Assistant Professor of Ortho- paedic Surgery, Radiology, and Internal Medicine	R. Wofford Cain Distin- guished Chair in Bone and Joint Disease Research See Item <u>29</u> on Page <u>AMC - 26</u> for estab- lishment of this Chair.

Name of Proposed Appointee

Endowed Academic Position

Perrin Charles White, M.D.
Professor of Pediatrics

Audre Newman Rapoport
Distinguished Chair in
Pediatric Endocrinology

See Item 33 on
Page AMC - 29 for estab-
lishment of this Chair.

Helen C. Redman, M.D.
Professor of Radiology

Dr. Fred Bonte Profes-
sorship in Radiology

See Item 28 on
Page AMC - 25 for estab-
lishment of this Profes-
sorship.

Frederick J. Bonte, M.D.
Professor and Director
of the Nuclear Medicine
Research Center

Dr. Jack Krohmer Profes-
sorship in Radiation
Physics

See Item 28 on
Page AMC - 25 for estab-
lishment of this Profes-
sorship.

Ronald A. Butow, Ph.D.
Professor and Acting Chairman
Department of Biochemistry

Beatrice and Miguel Elias
Distinguished Chair in
Biomedical Science

See Item 30 on
Page AMC - 27 for estab-
lishment of this Chair.

BACKGROUND INFORMATION

A graduate of the U. T. Southwestern Medical School - Dallas, Dr. Lange is currently the Director of the Cardiac Catheterization Laboratory at Parkland Memorial Hospital in Dallas. He is the recipient of numerous awards and a member of the editorial board of Circulation.

Dr. Garner joined the faculty of the U. T. Southwestern Medical Center - Dallas in 1994 as Associate Director of the McDermott Center for Human Growth and Development. He is at the forefront of research efforts aimed at automating the analysis of the human genome.

Dr. Baer has been the recipient of the American Cancer Society's Faculty Research Award for the past four years. He is an internationally known leukemia researcher and an effective teacher in microbiology and immunology.

Dr. Gazdar is an expert in the area of molecular pathogenesis of lung cancer. Before joining the staff of the Simmons Comprehensive Cancer Center in 1991, he was Chief of the Human Tumor Cell Biology Section at the Navy Medical Oncology Branch of the National Cancer Institute.

Dr. Kirk is Program Director for the General Internal Medicine Residency Training Program, a member of the Geriatric Assessment Team, a skilled physician, and an exceptional teacher. She has been instrumental in developing community outpatient programs at Parkland Memorial Hospital to provide quality care to indigent patients.

Elected to the National Academy of Sciences in 1993, Dr. Garbers is an investigator in the Howard Hughes Medical Institute. He is world renowned for his work in cell communication and regulation and was awarded the Humboldt Research Award for Senior U. S. Scientists in 1993.

Dr. Pistenmaa is currently the Vice Chairman of the Department of Radiation Oncology and Deputy Director of the Harold C. Simmons Comprehensive Cancer Center at the U. T. Southwestern Medical Center - Dallas.

Dr. Flicker joined the faculty of the U. T. Southwestern Medical Center - Dallas in 1988. He currently serves as the Director of the new Center for Bone and Joint Disorders.

Dr. White, an internationally renowned molecular endocrinologist, was recently recruited by the U. T. Southwestern Medical Center - Dallas as the Director of the Division of Pediatric Endocrinology.

Dr. Redman is an international authority in invasive radiological procedures. She currently serves as Vice Chairman for Academic Affairs for the Department of Radiology at the U. T. Southwestern Medical Center - Dallas.

Dr. Bonte is an internationally known expert in nuclear medicine. He is a former Dean of the U. T. Southwestern Medical School - Dallas and currently serves as Director of the Nuclear Medicine Research Center.

Dr. Butow joined the U. T. Southwestern Medical Center - Dallas faculty in 1971 and is currently Acting Chairman of the Department of Biochemistry. He is a world authority on molecular biology and yeast genetics.

2. U. T. Southwestern Medical Center - Dallas (U. T. Southwestern Medical School - Dallas): Recommendation to Establish a Department of Urology and to Submit the Proposal to the Coordinating Board for Approval (Catalog Change).--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Health Affairs and President Wildenthal that approval be granted to establish a Department of Urology in the U. T. Southwestern Medical School - Dallas at the U. T. Southwestern Medical Center - Dallas. Upon approval by the U. T. Board of Regents, the proposal will be submitted to the Texas Higher Education Coordinating Board for approval with implementation expected to be effective September 1, 1996.

BACKGROUND INFORMATION

The proposal is administrative in nature and calls for the conversion of the Division of Urology, currently within the Department of Surgery, to a Department of Urology. Conversion to departmental status will enhance administrative efficiency and is consistent with state and national trends.

Funding to support the establishment of the department will require no new state funds. Resources currently supporting the Division of Urology will be transferred to support the new department.

Upon approval by the Coordinating Board, the next appropriate catalog published at the U. T. Southwestern Medical Center - Dallas will be amended to reflect this action.

A copy of the proposal is on file in the Office of Health Affairs.

3. U. T. Medical Branch - Galveston (U. T. Medical School - Galveston): Recommendation to Establish a Department of Orthopaedic Surgery and to Submit the Proposal to the Coordinating Board for Approval (Catalog Change).--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Health Affairs and President James that approval be granted to establish a Department of Orthopaedic Surgery in the U. T. Medical School - Galveston at the U. T. Medical Branch - Galveston. Upon approval by the U. T. Board of Regents, the proposal will be submitted to the Texas Higher Education Coordinating Board for approval.

BACKGROUND INFORMATION

The proposal is administrative in nature and calls for the conversion of the Division of Orthopaedic Surgery, currently within the Department of Surgery, to a Department of Orthopaedic Surgery. Recent expansion of the number of subdivisions within the Division of Orthopaedic Surgery and the growing number of students rotating through the program as well as the need for attracting and retaining qualified educators has prompted this request. Conversion to departmental status will enhance administrative efficiency and is consistent with state and national trends.

No new funds will be required to support the establishment of the department. Clinical income in addition to state funding currently supporting the Division of Orthopaedic Surgery will be transferred to support the new department.

Upon approval by the Coordinating Board, the next appropriate catalog published at the U. T. Medical Branch - Galveston will be amended to reflect this action.

A copy of the proposal is on file in the Office of Health Affairs.

4. U. T. Health Science Center - Houston: Proposed Appointment to the Board of Trustees of Affiliated Medical Services (AMS) Effective November 1, 1994.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Health Affairs and President Low that Cheves McCord Smythe, M.D., Professor of Internal Medicine at the U. T. Health Science Center - Houston, be appointed to the Board of Trustees of Affiliated Medical Services (AMS) effective November 1, 1994.

Upon approval of this appointment, the three members of the Board of Trustees of AMS designated by the U. T. Board of Regents will be as follows:

<u>Name</u>	<u>Address</u>
Robert C. Franks, M.D.	6431 Fannin, Houston, TX 77030
Robert K. Creasy, M.D.	6431 Fannin, Houston, TX 77030
Cheves McCord Smythe, M.D.	6431 Fannin, Houston, TX 77030

All three terms will expire March 15, 1995, at which time they may be renewed via the institutional Docket.

BACKGROUND INFORMATION

Administrative changes at the U. T. Medical School - Houston have prompted associated changes in membership on the AMS Board. Dr. Smythe replaces Frank Moody, M.D.

As authorized by the U. T. Board of Regents in December 1986, Affiliated Medical Services (AMS) is a nonprofit membership corporation organized for the purpose of providing health care to patients of Harris County Hospital District by faculty members, residents, fellows, and other health-care professionals affiliated with Baylor College of Medicine and the U. T. Health Science Center - Houston.

The Articles of Incorporation of AMS provide for one-half of the Board members to be appointed by the U. T. Board of Regents and one-half by Baylor. The Board shall be composed solely of physicians licensed to practice medicine by the Texas State Board of Medical Examiners and actively engaged in the practice of medicine in Texas.

5. U. T. M.D. Anderson Cancer Center: Proposed Appointments to Endowed Academic Positions Effective Immediately.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Health Affairs and President LeMaistre that the following initial appointments to endowed academic positions at the U. T. M.D. Anderson Cancer Center be effective immediately:

<u>Name of Proposed Appointee</u>	<u>Endowed Academic Position</u>
Bernard Levin, M.D. Vice President for Cancer Prevention; Professor and Chairman, Department of Gastro- intestinal Oncology and Digestive Diseases	Betty B. Marcus Chair in Cancer Prevention; established February 1994
Andrew C. von Eschenbach, M.D. Professor and Chairman Department of Urology	Roy M. and Phyllis Gough Huffington Chair in Urologic Oncology
	See Item <u>42</u> on Page <u>AMC - 35</u> related to redesignation of this Chair.

BACKGROUND INFORMATION

Dr. Levin has recently been appointed Vice President for Cancer Prevention at the U. T. M.D. Anderson Cancer Center and currently serves as Chairman of the Department of Gastrointestinal Oncology and Digestive Diseases.

Dr. von Eschenbach has served as Chairman of the Department of Urology for more than ten years and has distinguished himself as a caring physician and an outstanding role model for students. He currently holds the Irving and Nadine Mansfield and Robert David Levitt Cancer Research Chair which will be vacated upon approval of this recommendation.

6. U. T. M.D. Anderson Cancer Center: Request for Approval of License Agreements with M.D. Anderson Cancer Center Outreach Corporation and M.D. Anderson Physicians Network for Use of Name.--

These agreements are still in the process of development and will be distributed to the Board in advance of the meeting.

HEALTH AFFAIRS COMMITTEE

SUPPLEMENTAL MATERIAL

OCTOBER 7, 1994

6. U. T. M.D. Anderson Cancer Center: Request for Approval of License Agreements with the M.D. Anderson Cancer Center Outreach Corporation and the M.D. Anderson Physicians Network for Use of Name.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Health Affairs and President LeMaistre that the U. T. Board of Regents:

- a. Approve Attachment C to the License Agreement in substantially the form set forth on Pages HAC 9 - 25 between the U. T. Board of Regents and the M.D. Anderson Cancer Center Outreach Corporation
- b. Approve the License Agreement in substantially the form set forth on Pages HAC 26 - 32 between the U. T. Board of Regents and the M.D. Anderson Physicians Network.

BACKGROUND INFORMATION

At its April 1989 meeting, the U. T. Board of Regents approved the Articles of Incorporation and Bylaws of the M.D. Anderson Cancer Center Outreach Corporation ("Outreach") and at the February 1990 meeting approved amendments thereto as well as a License Agreement whereby Outreach was permitted to use the name and trademark "M.D. Anderson Cancer Center Outreach Corporation" in the operation of the Orlando Cancer Center in Orlando, Florida. Outreach now wishes to provide services in Orlando, Florida, under the name and trademark "M.D. Anderson Cancer Center at Orlando." Attachment C to the License Agreement with Outreach is a sublicense with the Orlando Cancer Center, Inc. for this purpose.

At its April 1994 meeting, the U. T. Board of Regents approved the establishment of certified nonprofit health corporations at each U. T. System health component. As a result, M.D. Anderson Physicians Network ("Physicians Network") was created and is a Certified Non-Profit Health Corporation under the Medical Practice Act, Section 5.01, Article 4495b, V.T.C.S. Physicians Network will enter into prepaid capitation arrangements, and the proposed License Agreement between Physicians

Network and the U. T. Board of Regents permits Physicians Network to use the name and trademark "M.D. Anderson Physicians Network" for the provision of such services. Upon prior approval by the U. T. Board of Regents, Physicians Network's sublicensees also may use the name and trademark.

Both of the proposed License Agreements may be terminated upon the termination of any other agreement governing the provision of services by Outreach and Physicians Network, respectively. The proposed License Agreements are essential to the functioning of Outreach and Physicians Network and have been approved as to content by appropriate officials of U. T. System Administration and as to form by the Office of General Counsel.

LICENSE Agreement

This License Agreement ("Agreement") is entered into effective as of the 1st day of March, 1990, between the parties hereto, who agree as follows in consideration of the mutual promises contained herein:

1. PARTIES

- 1.1 The Board of Regents of The University of Texas System (hereinafter referred to as BOARD OF REGENTS) has its principal office at 201 West 7th Street, Austin, Texas 78701.
- 1.2 M. D. Anderson Cancer Center Outreach Corporation (hereinafter referred to as LICENSEE) has a principal place of business at 1515 Holcombe, Houston, Texas 77030.
- 1.3 BOARD OF REGENTS and LICENSEE are the parties to this Agreement.

2. BACKGROUND

- 2.1 BOARD OF REGENTS owns rights in certain marks now and previously used by THE UNIVERSITY OF TEXAS SYSTEM and/or component institutions thereof identified in Attachment A hereto, and has acquired public recognition and goodwill through the use of such marks.
- 2.2 LICENSEE recognizes the goodwill appurtenant to use of the marks and desires to obtain a nonexclusive license to utilize such marks. BOARD OF REGENTS is willing to grant such a license under the terms and conditions of this Agreement.

3. DEFINITIONS

- 3.1 MARKS include trademarks and service marks.
- 3.2 LICENSED MARKS means those marks listed in Attachment A, including common law rights, as well as any applications for registration which may be filed by BOARD OF REGENTS or registrations which may be issued to BOARD OF REGENTS covering such marks, whether state or federal.
- 3.3 LICENSED SERVICES means those services specified in Attachment B hereto in connection with which any of the LICENSED MARKS are used.
- 3.4 TERM means the effective period of this Agreement, which shall commence on the EFFECTIVE DATE and which shall terminate, upon the earliest termination of any of the following Agreements:
 - a. Orlando Cancer Center Members Agreement,
 - b. Agreement for Personnel to be provided by M. D. Anderson Cancer Center Outreach Corporation to Orlando Cancer Center, Inc., and

- c. Educational Affiliation Agreement between The University of Texas M. D. Anderson Cancer Center and Orlando Cancer Center, Inc.

3.5 **QUALITY** means an acceptable level of quality to **BOARD OF REGENTS**.

4. **LICENSE GRANT**

Subject to the terms and conditions of this Agreement, **BOARD OF REGENTS** grants to **LICENSEE** the nonexclusive right and license to utilize the **LICENSED MARKS** during the **TERM** hereof: (a) solely in connection with the **LICENSED SERVICES** of **QUALITY** of its joint undertaking with Orlando Regional Medical Center of Orlando, Florida; and (b) with advertising and promotional material elsewhere to the extent appropriate to the provision of services through the Orlando Cancer Center in Orlando, Florida.

5. **DEFAULT, TERMINATION**

5.1 Upon expiration or termination of this Agreement, all rights granted to **LICENSEE** hereunder shall cease, and **LICENSEE** will refrain from further use of the **LICENSED MARKS**, or any mark or name reasonably deemed by **BOARD OF REGENTS** to be similar to the **LICENSED MARKS**, in connection with the provision of or promotion of services. **LICENSEE** acknowledges that failure to comply with this provision will result in immediate and irreparable harm affording injunctive and any and all other appropriate relief to **BOARD OF REGENTS**.

5.2 Upon expiration or termination of this Agreement, **LICENSEE** shall not operate its business in any manner which would falsely suggest to the public that this Agreement is still in force or that any relationship exists between **LICENSEE** and **BOARD OF REGENTS**.

6. **SUBLICENSES**

LICENSEE shall have the right to grant a sublicense under this Agreement only to Orlando Cancer Center and to physicians or physician groups that are contractually obligated to provide physician services through Orlando Cancer Center, such license subject to the prior written approval of **BOARD OF REGENTS**.

7. **GOODWILL IN LICENSED MARKS**

LICENSEE agrees that the essence of this Agreement is founded on the goodwill associated with the **LICENSED MARKS** and the value of that goodwill in the minds of the consuming public. **LICENSEE** agrees that it is critical that such goodwill be protected and enhanced and, toward this end, **LICENSEE** shall not during the **TERM** or thereafter:

- (a) attack the title or any rights of **BOARD OF REGENTS** in or to the **LICENSED MARKS**;
- (b) apply to register or maintain any application or registration of the

- LICENSED MARKS or any other mark confusing similar thereto in any jurisdiction, domestic or foreign;
- (c) use any colorable imitation of any of the LICENSED MARKS, or any variant form (including variant design forms, logos, colors, or typestyles) of the LICENSED MARKS not specifically approved by BOARD OF REGENTS;
 - (d) misuse the LICENSED MARKS;
 - (e) take any action that would bring the LICENSED MARKS into public disrepute;
 - (f) use the LICENSED MARKS, or any mark or name confusingly similar thereto, in its corporate or trade name without approval of BOARD OF REGENTS; or
 - (f) take any action that would tend to destroy or diminish the goodwill in the LICENSED MARKS.

8. QUALITY CONTROL; ADVERTISING APPROVAL

8.1 ALL LICENSED SERVICES shall be QUALITY services. LICENSEE acknowledges that if LICENSED SERVICES were of inferior quality, the substantial goodwill which BOARD OF REGENTS possesses in MARKS would be impaired. Accordingly, LICENSEE agrees that all LICENSED SERVICES shall be of high quality.

8.2 All advertising and promotional material bearing the LICENSED MARKS shall be subject to the approval of BOARD OF REGENTS via The University of Texas System Office of General Counsel. LICENSEE shall furnish advertising and promotional materials to BOARD OF REGENTS. In addition, LICENSEE shall furnish to BOARD OF REGENTS one (1) copy of any advertisement of LICENSED SERVICES used by LICENSEE. BOARD OF REGENTS shall have two (2) weeks from receipt thereof in which to reject in writing the materials. In the absence of rejection, or upon earlier written acceptance, the materials will be deemed as accepted. LICENSEE shall furnish to BOARD OF REGENTS a further sample of advertising if it desires to change the advertising. BOARD OF REGENTS will have two (2) weeks to reject advertising. Failure to reject will be deemed acceptable.

9. MARKING

LICENSEE agrees that it will designate the LICENSED SERVICES in a manner as specified from time to time in writing by BOARD OF REGENTS to indicate the rights of BOARD OF REGENTS in the LICENSED MARKS, including registration status of the LICENSED MARKS and that the services are provided pursuant to license.

10. INDEMNITY/HOLD HARMLESS

10.1 LICENSEE agrees that it is wholly responsible for all services provided by it, including all LICENSED SERVICES, and that BOARD OF REGENTS shall have no liability for any services, including any

10.2 **LICENSED SERVICE**, provided by LICENSEE or by the sublicensee of LICENSEE. LICENSEE indemnifies and holds harmless BOARD OF REGENTS and the officers, employees, and agents thereof, from any claims, demands, causes of actions and damages, including reasonable attorney's fees, caused or arising out of LICENSEE'S provision of professional services, including LICENSED SERVICES. **INDEMNITY**. To the extent authorized by the Constitution and the laws of the State of Texas, the BOARD OF REGENTS indemnifies and holds harmless LICENSEE and the officers, employees and agents, thereof, from any claims, demands, causes of action, and damages including reasonable attorneys' fees, based solely on an alleged infringement by LICENSEE of the claimant's trademark or trade name directly resulting from the use by LICENSEE of a LICENSED MARK.

11. **NOTICES**

Any notices, statements, payments, or reports required by this Agreement shall be deemed served when deposited in the United States mail, first class postage prepaid, certified or registered mail, return receipt requested and addressed as follows:

IF TO LICENSEE: M. D. Anderson Cancer Center
Outreach Corporation
1515 Holcombe Blvd., Suite C10.003
Houston, Texas 77030
Attn: Chairman of the Board

BOARD OF REGENTS: Trademark Licensing Manager
Office of General Counsel
The University of Texas System
201 West 7th Street
Austin, Texas 78701

12. **STATUS OF PARTIES**

This Agreement is not intended to create, and shall not be interpreted or construed as creating, a partnership, joint venture, agency, employment, master and servant, or similar relationship between BOARD OF REGENTS and LICENSEE or the sublicensee, and no representation to the contrary shall be binding upon BOARD OF REGENTS.

13. **BINDING EFFECT**

This Agreement shall be binding upon and inure to the benefit of BOARD OF REGENTS and LICENSEE and their respective successors, assigns, executors, heirs, and personal representatives.

14. **LAW GOVERNING**

This Agreement shall for all purposes be governed by and interpreted and enforced in accordance with the laws of the State of Texas. LICENSEE hereby agrees that any action arising out of this Agreement shall be litigated

under the laws of the State of Texas in a court of competent jurisdiction in Travis County, Texas, and LICENSEE hereby agrees to submit to the jurisdiction of the courts of the State of Texas and to obtain the sublicensee's consent to submit to the jurisdiction of the courts of the State of Texas, and that service of process by certified mail, return receipt requested, shall be sufficient to confer in personam jurisdiction over LICENSEE or the sublicensee. LICENSEE agrees that the terms of this paragraph will be part of the sublicense.

15. MISCELLANEOUS

- 15.1 The provisions of this Agreement are severable, and if any provision shall be held illegal, invalid, or unenforceable, such holding shall not affect the legality, validity, or enforceability of any other provision. Any such illegal, invalid, or unenforceable provision shall be deemed stricken herefrom as if it had never been contained herein, but all other provisions shall continue in full force and effect.
- 15.2 As used herein, the term LICENSEE shall include the plural as well as the singular, the masculine and feminine genders, and corporations, partnerships, and other business entities as well as individuals.
- 15.3 This Agreement contains the entire Agreement between the parties with respect to the subject matter hereof and supersedes any prior Agreements between the parties, written or oral, with respect to such subject matter.
- 15.4 This Agreement may not be amended, modified, or rescinded except by a written Agreement executed by BOARD OF REGENTS and LICENSEE.

EXECUTED BY BOARD OF REGENTS and LICENSEE on the day and year first above written, in duplicate copies, each of which shall be deemed an original.

THE BOARD OF REGENTS OF THE
UNIVERSITY OF TEXAS SYSTEM

By: Hans Mark
Hans Mark, Chancellor

M. D. ANDERSON CANCER
CENTER OUTREACH
CORPORATION

By: Ben Love
Ben Love

Title: Chairman of the Board

Approved as to Form:

[Signature]
M.D. Anderson Cancer Center
Office of General Counsel

ATTACHMENT A
LICENSED MARKS ARE:

M. D. Anderson Cancer Center Outreach Corporation

ATTACHMENT B

LICENSED SERVICES ARE:

In accordance with Licensee's purposes and emphases on the clinical, educational and scientific aspects of cancer care, the following services may be provided by Licensee in connection with the Licensed Marks listed in Attachment A:

1. Cancer Care Services provided in Surgery, Medicine, Radiotherapy, Diagnostic Imaging, Laboratory Medicine, Pathology, Pediatrics, Cancer Prevention, Nursing and Pharmacy;
2. Cancer Research Services; and
3. Cancer Education Services.

ATTACHMENT C
OUTREACH - OCC
LICENSE AGREEMENT

This License Agreement ("Agreement") is entered into effective as of the ____ day of _____, 199__, between the parties hereto, who agree as follows in consideration of the mutual promises contained herein:

1. PARTIES

- 1.1 M. D. Anderson Cancer Center Outreach Corporation (hereinafter referred to as LICENSOR) has a principal place of business at 1515 Holcombe, Houston, Texas 77030.
- 1.2 Orlando Cancer Center, Inc. (hereinafter referred to as LICENSEE) has a principal place of business at _____ Orlando, Florida.
- 1.3 LICENSOR and LICENSEE are the parties to this Agreement.

2. BACKGROUND

- 2.1 LICENSOR has rights in certain marks identified in Attachment A hereto, and public recognition and goodwill have been acquired through the use of such marks.
- 2.2 LICENSEE recognizes the goodwill appurtenant to use of the marks and desires to obtain a nonexclusive license to utilize such marks. LICENSOR is willing to grant such a license under the terms and conditions of this Agreement.

3. **DEFINITIONS**

- 3.1 **MARKS** include trademarks and service marks.
- 3.2 **LICENSED MARKS** means those marks listed in Attachment A, including common law rights, as well as any applications for registration or registrations which may be issued covering such marks, whether state or federal.
- 3.3 **LICENSED SERVICES** means those services specified in Attachment B hereto in connection with which any of the **LICENSED MARKS** are used.
- 3.4 **TERM** means the effective period of this Agreement, which shall commence on the **EFFECTIVE DATE** and which shall terminate, upon the earliest termination of any of the following Agreements:
- a. **Orlando Cancer Center, Inc. Members' Agreement,**
 - b. **Agreement for Personnel to be Provided by M. D. Anderson Cancer Center Outreach Corporation to Orlando Cancer Center, Inc.,**
 - c. **Educational Affiliation Agreement between The University of Texas M. D. Anderson Cancer Center and Orlando Cancer Center, Inc., or**
 - d. **License Agreement between The Board of Regents of The University of Texas System and M. D. Anderson Cancer Center Outreach Corporation.**
- 3.5 **QUALITY** means an acceptable level of quality to **LICENSOR**.

4. LICENSE GRANT

Subject to the terms and conditions of this Agreement, LICENSOR grants to LICENSEE the nonexclusive right and license to utilize the LICENSED MARKS during the TERM hereof: (a) solely in connection with the LICENSED SERVICES of QUALITY to be rendered in Orlando, Florida; and (b) with advertising and promotional material elsewhere to the extent appropriate to the provision of services in Orlando, Florida.

5. DEFAULT, TERMINATION

5.1 Upon expiration or termination of this Agreement, all rights granted to LICENSEE hereunder shall cease, and LICENSEE will refrain from further use of the LICENSED MARKS, or any mark or name reasonably deemed by LICENSOR to be similar to the LICENSED MARKS, in connection with the provision of or promotion of services. LICENSEE acknowledges that failure to comply with this provision will result in immediate and irreparable harm affording injunctive and any and all other appropriate relief to the owner of the LICENSED MARKS.

5.2 Upon expiration or termination of this Agreement, LICENSEE shall not operate its business in any manner which would falsely suggest to the public that this Agreement is still in force or that any relationship exists between LICENSEE and LICENSOR or the owner of the LICENSED MARKS.

6. GOODWILL IN LICENSED MARKS

LICENSEE agrees that the essence of this Agreement is founded on the goodwill associated with the LICENSED MARKS and the value of that goodwill in the minds of the consuming public. LICENSEE agrees that it is critical that such goodwill be protected and enhanced and, toward this end, LICENSEE shall not during the TERM or thereafter:

- (a) attack the title or any rights in or to the LICENSED MARKS;
- (b) apply to register or maintain any application or registration of the LICENSED MARKS or any other mark confusing similar thereto in any jurisdiction, domestic or foreign;
- (c) use any colorable imitation of any of the LICENSED MARKS, or any variant form (including variant design forms, logos, colors, or typestyles) of the LICENSED MARKS not specifically approved by LICENSOR;
- (d) misuse the LICENSED MARKS;
- (e) take any action that would bring the LICENSED MARKS into public disrepute;
- (f) use the LICENSED MARKS, or any mark or name confusingly similar thereto, in its corporate or trade name without approval of LICENSOR; or
- (g) take any action that would tend to destroy or diminish the goodwill in the LICENSED MARKS.

7. QUALITY CONTROL; ADVERTISING APPROVAL

7.1 All LICENSED SERVICES shall be QUALITY services. LICENSEE acknowledges that if LICENSED SERVICES were of inferior quality, the substantial goodwill in LICENSED MARKS would be impaired. Accordingly, LICENSEE agrees that all LICENSED SERVICES shall be of high quality.

7.2 All advertising and promotional material bearing the LICENSED MARKS shall be subject to the approval of LICENSOR. LICENSEE shall furnish advertising and promotional materials to LICENSOR, and to The University of Texas System Office of General Counsel, 201 W. 7th St., Austin, Texas 78701. In addition, LICENSEE shall furnish to LICENSOR one (1) copy of any advertisement of LICENSED SERVICES used by LICENSEE. LICENSOR shall have one (1) month from receipt thereof in which to reject in writing the materials. In the absence of rejection, or upon earlier written acceptance, the materials will be deemed as accepted. LICENSEE shall furnish to LICENSOR a further sample of advertising if it desires to change the advertising. LICENSOR will have one (1) month to reject advertising. Failure to reject will be deemed acceptable.

8. MARKING

LICENSEE agrees that it will designate the LICENSED SERVICES in a manner as specified from time to time in writing by LICENSOR to indicate the rights of LICENSOR in the LICENSED MARKS, including registration status of the LICENSED MARKS and that the services are provided pursuant to license.

9. INDEMNITY/HOLD HARMLESS

LICENSEE agrees that it is wholly responsible for all services provided by it, including all LICENSED SERVICES, and that neither LICENSOR nor the BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM (hereinafter "BOARD") shall have any liability for any services, including any LICENSED SERVICE, provided by LICENSEE. LICENSEE indemnifies and holds harmless LICENSOR and BOARD and the officers, employees, and agents thereof, from any claims, demands, causes of action and damages, including reasonable attorney's fees, caused or arising out of LICENSEE'S provision of professional services, including LICENSED SERVICES.

10. NOTICES

All notices or demands required to be made or permitted under this Agreement shall be in writing and shall be deemed served when deposited in the United States mail, first class postage prepaid, certified or registered mail, return receipt requested, addressed as provided in paragraph 1 of this Agreement, or to such other address as either party may from time to time designate in writing.

11. STATUS OF PARTIES

This Agreement is not intended to create, and shall not be interpreted or construed as creating, a partnership, joint venture, agency, employment, master and servant, or similar relationship between BOARD, LICENSOR and LICENSEE and no representation to the contrary shall be binding upon BOARD or LICENSOR.

12. BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of BOARD, LICENSOR and LICENSEE and their respective successors, assigns, executors, heirs, and personal representatives.

13. LAW GOVERNING

This Agreement shall for all purposes be governed by and interpreted and enforced in accordance with the laws of the State of Texas. LICENSEE hereby agrees that any action arising out of this Agreement shall be litigated under the laws of the State of Texas in a court of competent jurisdiction in Texas, and LICENSEE hereby agrees to submit to the jurisdiction of the courts of the State of Texas, and that service of process by certified mail, return receipt requested, shall be sufficient to confer in personam jurisdiction over LICENSEE.

14. MISCELLANEOUS

14.1 The provisions of this Agreement are severable, and if any provision shall be held illegal, invalid, or unenforceable, such holding shall not affect the legality, validity, or enforceability of any other provision. Any such illegal, invalid, or unenforceable provision shall be deemed stricken herefrom as if it had never been contained herein, but all other provisions shall continue in full force and effect.

14.2 As used herein, the term LICENSEE shall include the plural as well as the singular, the masculine and feminine genders, and corporations, partnerships, and other business entities as well as individuals.

14.3 This Agreement contains the entire Agreement between the parties with respect to the subject matter hereof and supersedes any prior agreements between the parties, written or oral, with respect to such subject matter.

14.4 This Agreement may not be amended, modified, or rescinded except by a written agreement executed by LICENSOR and LICENSEE.

EXECUTED BY LICENSOR and LICENSEE on the day and year first above written, in duplicate copies, each of which shall be deemed an original.

LICENSOR:

M. D. ANDERSON CANCER
CENTER OUTREACH CORPORATION

By: _____
(Name of Individual)

Title: _____

LICENSEE:

ORLANDO CANCER CENTER

By: _____
(Name of Individual)

Title: _____

ATTACHMENT A

LICENSED MARKS ARE:

M. D. Anderson Cancer Center at Orlando

ATTACHMENT B

LICENSED SERVICES ARE:

In accordance with Licensee's purposes and emphases on the clinical, educational and scientific aspects of cancer care, the following services may be provided by Licensee in connection with the Licensed Marks listed in Attachment A:

1. **Cancer Care Services provided in Surgery, Medicine, Radiotherapy, Diagnostic Imaging, Laboratory Medicine, Pathology, Pediatrics, Cancer Prevention, Nursing and Pharmacy;**
2. **Cancer Research Services; and**
3. **Cancer Education Services.**

LICENSE Agreement

This License Agreement ("Agreement") is entered into effective as of the ___ day of _____, 1994, between the parties hereto, who agree as follows in consideration of the mutual promises contained herein:

1. PARTIES

- 1.1 The Board of Regents of The University of Texas System (hereinafter referred to as BOARD OF REGENTS) has its principal office at 201 West 7th Street, Austin, Texas 78701.
- 1.2 M.D. Anderson Physicians Network, a Texas corporation (hereinafter referred to as LICENSEE) has a principal place of business at 1515 Holcombe, Houston, Texas 77030.
- 1.3 BOARD OF REGENTS and LICENSEE are the parties to this Agreement.

2. BACKGROUND

- 2.1 BOARD OF REGENTS owns rights in certain marks now and previously used by THE UNIVERSITY OF TEXAS SYSTEM and/or component institutions thereof identified in Attachment A hereto, and has acquired public recognition and goodwill through the use of such marks.
- 2.2 LICENSEE recognizes the goodwill appurtenant to use of the marks and desires to obtain a nonexclusive license to utilize such marks. BOARD OF REGENTS is willing to grant such a license under the terms and conditions of this Agreement.

3. DEFINITIONS

- 3.1 MARKS include trademarks and service marks.
- 3.2 LICENSED MARKS means those marks listed in Attachment A, including common law rights, as well as any applications for registration which may be filed by BOARD OF REGENTS or registrations which may be issued to BOARD OF REGENTS covering such marks, whether state or federal.
- 3.3 LICENSED SERVICES means those services specified in Attachment B hereto in connection with which any of the LICENSED MARKS are used.
- 3.4 TERM means the effective period of this Agreement, which shall commence on the EFFECTIVE DATE and which shall terminate, upon the earliest termination of any other agreement between the parties hereto governing the LICENSED SERVICES.
- 3.5 QUALITY means an acceptable level of quality to BOARD OF REGENTS.

4. LICENSE GRANT

Subject to the terms and conditions of this Agreement, BOARD OF REGENTS grants to LICENSEE the nonexclusive right and license to utilize the LICENSED MARKS during the TERM hereof: (a) solely in connection with the LICENSED

SERVICES of QUALITY; and (b) with advertising and promotional material to the extent appropriate to the provision of LICENSED SERVICES.

5. **DEFAULT, TERMINATION**

5.1 Upon expiration or termination of this Agreement, all rights granted to LICENSEE hereunder shall cease, and LICENSEE will refrain from further use of the LICENSED MARKS, or any mark or name reasonably deemed by BOARD OF REGENTS to be similar to the LICENSED MARKS, in connection with the provision of or promotion of services. LICENSEE acknowledges that failure to comply with this provision will result in immediate and irreparable harm affording injunctive and any and all other appropriate relief to BOARD OF REGENTS.

5.2 Upon expiration or termination of this Agreement, LICENSEE shall not operate its business in any manner which would falsely suggest to the public that this Agreement is still in force or that any relationship exists between LICENSEE and BOARD OF REGENTS.

6. **SUBLICENSES**

LICENSEE shall have the right to grant a sublicense under this Agreement only to physicians or physician groups that are contractually obligated to provide physician services to or through LICENSEE, such license subject to the prior written approval of BOARD OF REGENTS.

7. **GOODWILL IN LICENSED MARKS**

LICENSEE agrees that the essence of this Agreement is founded on the goodwill associated with the LICENSED MARKS and the value of that goodwill in the minds of the consuming public. LICENSEE agrees that it is critical that such goodwill be protected and enhanced and, toward this end, LICENSEE shall not during the TERM or thereafter:

- (a) attack the title or any rights of BOARD OF REGENTS in or to the LICENSED MARKS;
- (b) apply to register or maintain any application or registration of the LICENSED MARKS or any other mark confusing similar thereto in any jurisdiction, domestic or foreign;
- (c) use any colorable imitation of any of the LICENSED MARKS, or any variant form (including variant design forms, logos, colors, or typestyles) of the LICENSED MARKS not specifically approved by BOARD OF REGENTS;
- (d) misuse the LICENSED MARKS;
- (e) take any action that would bring the LICENSED MARKS into public disrepute;
- (f) use the LICENSED MARKS, or any mark or name confusingly similar thereto, in its corporate or trade name without approval of BOARD OF REGENTS; or

- (g) take any action that would tend to destroy or diminish the goodwill in the LICENSED MARKS.

8. **QUALITY CONTROL; ADVERTISING APPROVAL**

8.1 ALL LICENSED SERVICES shall be QUALITY services. LICENSEE acknowledges that if LICENSED SERVICES were of inferior quality, the substantial goodwill which BOARD OF REGENTS possesses in MARKS would be impaired. Accordingly, LICENSEE agrees that all LICENSED SERVICES shall be of high quality.

8.2 All advertising and promotional material bearing the LICENSED MARKS shall be subject to the approval of BOARD OF REGENTS via The University of Texas System Office of General Counsel. LICENSEE shall furnish advertising and promotional materials to BOARD OF REGENTS. In addition, LICENSEE shall furnish to BOARD OF REGENTS one (1) copy of any advertisement of LICENSED SERVICES used by LICENSEE. BOARD OF REGENTS shall have two (2) weeks from receipt thereof in which to reject in writing the materials. In the absence of rejection, or upon earlier written acceptance, the materials will be deemed as accepted. LICENSEE shall furnish to BOARD OF REGENTS a further sample of advertising if it desires to change the advertising. BOARD OF REGENTS will have two (2) weeks to reject advertising. Failure to reject will be deemed acceptable.

9. **MARKING**

LICENSEE agrees that it will designate the LICENSED SERVICES in a manner as specified from time to time in writing by BOARD OF REGENTS to indicate the rights of BOARD OF REGENTS in the LICENSED MARKS, including registration status of the LICENSED MARKS and that the services are provided pursuant to license.

10. **INDEMNITY/HOLD HARMLESS**

LICENSEE agrees that it is wholly responsible for all services provided by it, including all LICENSED SERVICES, and that BOARD OF REGENTS shall have no liability for any services, including any LICENSED SERVICE, provided by LICENSEE or by the sublicensee of LICENSEE. LICENSEE indemnifies and holds harmless BOARD OF REGENTS and the officers, employees, and agents thereof, from any claims, demands, causes of actions and damages, including reasonable attorney's fees, caused or arising out of LICENSEE'S provision of professional services, including LICENSED SERVICES.

11. **NOTICES**

Any notices, statements, payments, or reports required by this Agreement shall be deemed served when deposited in the United States mail, first class postage prepaid, certified or registered mail, return receipt requested and addressed as follows:

IF TO LICENSEE:

M. D. Anderson Physicians Network
1515 Holcombe Blvd., Suite C10.003
Houston, Texas 77030
Attn: Chairman of the Board

BOARD OF REGENTS:

Trademark Licensing Manager
Office of General Counsel
The University of Texas System
201 West 7th Street
Austin, Texas 78701

12. **STATUS OF PARTIES**

This Agreement is not intended to create, and shall not be interpreted or construed as creating, a partnership, joint venture, agency, employment, master and servant, or similar relationship between BOARD OF REGENTS and LICENSEE or the sublicensee, and no representation to the contrary shall be binding upon BOARD OF REGENTS.

13. **BINDING EFFECT**

This Agreement shall be binding upon and inure to the benefit of BOARD OF REGENTS and LICENSEE and their respective successors, assigns, executor, heirs, and personal representatives.

14. **LAW GOVERNING**

This Agreement shall for all purposes be governed by and interpreted and enforced in accordance with the laws of the State of Texas. LICENSEE hereby agrees that any action arising out of this Agreement shall be litigated under the laws of the State of Texas in a court of competent jurisdiction in Travis County, Texas, and LICENSEE hereby agrees to submit to the jurisdiction of the courts of the State of Texas and to obtain the sublicensee's consent to submit to the jurisdiction of the court's of the State of Texas, and that service of process by certified mail, return receipt requested, shall be sufficient to confer in personam jurisdiction over LICENSEE or the sublicensee. LICENSEE agrees that the terms of this paragraph will be part of the sublicense.

15. **MISCELLANEOUS**

15.1 The provisions of this Agreement are severable, and if any provision shall be held illegal, invalid, or unenforceable, such holding shall not affect the legality, validity, or enforceability of any other provision. Any such illegal,

invalid, or unenforceable provision shall be deemed stricken herefrom as if it had never been contained herein, but all other provisions shall continue in full force and effect.

- 15.2 As used herein, the term LICENSEE shall include the plural as well as the singular, the masculine and feminine genders, and corporation, partnerships, and other business entities as well as individuals.
- 15.3 This Agreement contains the entire Agreement between the parties with respect to the LICENSED MARKS of Attachment A and supersedes any prior Agreements between the parties, written or oral, with respect to such LICENSED MARKS.
- 15.4 This Agreement may not be amended, modified, or rescinded except by a written Agreement executed by BOARD OF REGENTS and LICENSEE.

EXECUTED BY BOARD OF REGENTS and LICENSEE on the day and year first above written, in duplicate copies, each of which shall be deemed an original.

THE BOARD OF REGENTS OF THE
UNIVERSITY OF TEXAS SYSTEM

M. D. ANDERSON PHYSICIANS
NETWORK

By: _____

By: _____

Title: _____

Approved as to Form:

U.T. System
Office of General Counsel

ATTACHMENT A
LICENSED MARKS ARE:

M. D. Anderson Physicians Network

ATTACHMENT B

LICENSED SERVICES ARE:

In accordance with Licensee's purposes and emphases on the clinical, educational and scientific aspects of cancer care, the following services may be provided by Licensee in connection with the Licensed Marks listed in Attachment A:

1. **Cancer Care Services provided in Surgery, Medicine, Radiotherapy, Diagnostic Imaging, Laboratory Medicine, Pathology, Pediatrics, Cancer Prevention, Nursing and Pharmacy;**
2. **Cancer Research Services; and**
3. **Cancer Education Services.**

Fac. Plan. & Const. Com.

FACILITIES PLANNING AND CONSTRUCTION COMMITTEE
Committee Chairman Temple

Date: October 7, 1994
Time: Following the meeting of the Health Affairs
Committee
Place: Room 1.212, Conference Center, U. T. Dallas

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RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and President Amacher that the U. T. Board of Regents:

- a. Approve an increase in the authorized total project cost for the Renovation of Ransom Hall at U. T. Arlington from \$1,585,934 to \$3,117,000. Total project funding from Permanent University Fund Bond Proceeds will remain \$1,000,000 and funding from Revenue Financing System Bond Proceeds will increase to \$2,117,000
- b. Approve the final plans and specifications within the increased total project cost of \$3,117,000
- c. Authorize the Office of Facilities Planning and Construction to advertise for bids upon completion of final review and the Executive Committee to award all contracts associated with this project within the authorized total project cost
- d. Appropriate an additional \$885,000 from Permanent University Fund Bond Proceeds and \$2,117,000 from Revenue Financing System Bond Proceeds to fund the project. Previous appropriations have been \$115,000 from Permanent University Fund Bond Proceeds.

The Chancellor also concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs, the Executive Vice Chancellor for Business Affairs, and President Amacher that, in compliance with Section 5 of the Amended and Restated Master Resolution Establishing The University of Texas System Revenue Financing System, adopted by the U. T. Board of Regents on February 14, 1991, and amended on October 8, 1993, and upon delivery of the Certificate of an Authorized Representative as set out on Page FPCC - 5, the U. T. Board of Regents resolves that:

- a. Parity Debt shall be issued to pay the project's cost including any project costs paid prior to the issuance of such Parity Debt

- b. Sufficient funds will be available to meet the financial obligations of the U. T. System including sufficient Pledged Revenues as defined in the Master Resolution to satisfy the Annual Debt Service Requirements of the Financing System and to meet all financial obligations of the Board relating to the Financing System
- c. U. T. Arlington, which is a "Member" as such term is used in the Master Resolution, possesses the financial capacity to satisfy its Direct Obligation as defined in the Master Resolution relating to the issuance by the U. T. Board of Regents of tax-exempt Parity Debt in the amount of \$2,117,000
- d. This resolution satisfies the official intent requirements set forth in Section 1.150-2 of the U. S. Treasury Regulations.

BACKGROUND INFORMATION

In accordance with authorization of the U. T. Board of Regents in October 1991, final plans, specifications, and a cost estimate for the Renovation of Ransom Hall at U. T. Arlington are currently being prepared by the Project Engineer, Friberg Associates, Inc., Fort Worth, Texas.

Ransom Hall is the oldest building on the U. T. Arlington campus and was built in 1919. The existing air-conditioning system, installed in 1966, is over twenty-five years old. The project was primarily intended to replace the heating, ventilating, and air-conditioning system, and repair or replace damaged floors, walls, ceilings, and carpet. Since October 1991, an increase in the project scope has occurred which includes housing the offices of the Provost and Student Affairs in addition to an Academic Computer Center remote site. U. T. Arlington is prepared to finance the increased scope with no additional funding from Permanent University Fund Bond Proceeds.

Funding for the project is \$1,000,000 in Permanent University Fund Bond Proceeds and \$2,117,000 in Revenue Financing System Bond Proceeds for \$3,117,000 in total project funding. Approval of this item will amend the FY 1994-1999 Capital Improvement Plan and the FY 1995 Capital Budget.

PARITY DEBT CERTIFICATE OF U. T. SYSTEM REPRESENTATIVE

I, the undersigned Assistant Vice Chancellor for Finance of The University of Texas System, a U. T. System Representative under the Amended and Restated Master Resolution Establishing The University of Texas System Revenue Financing System adopted by the Board on February 14, 1991, and amended on October 8, 1993 (the "Master Resolution"), do hereby execute this certificate for the benefit of the Board of Regents pursuant to Section 5(a) (ii) of the Master Resolution in connection with the authorization by the Board to issue "Parity Debt" pursuant to the Master Resolution to finance the cost of the construction of the Renovation of Ransom Hall at U. T. Arlington, and do certify that to the best of my knowledge the Board of Regents is in compliance with all covenants contained in the Master Resolution, First Supplemental Resolution Establishing an Interim Financing Program, and the Second Supplemental Resolution, and is not in default of any of the terms, provisions and conditions in said Master Resolution, First Supplemental Resolution and Second Supplemental Resolution as amended.

EXECUTED this 7 day of October, 1994



Assistant Vice Chancellor for Finance

2. U. T. Arlington - Thermal Energy Plant Boiler (Project No. 301-784): Request for Approval of Final Plans and Specifications; Authorization to Advertise for Bids and for Executive Committee to Award Contracts; and Additional Appropriation Therefor.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and President Amacher that the U. T. Board of Regents:

- a. Approve the final plans and specifications for the Thermal Energy Plant Boiler at U. T. Arlington at a total project cost of \$1,054,720
- b. Authorize the Office of Facilities Planning and Construction to advertise for bids upon completion of final review and the Executive Committee to award all contracts associated with this project within the authorized total project cost
- c. Appropriate \$416,986 from General Use Fee Balances and \$515,868 from Interest Earned on Unexpended Plant Funds. Previous appropriations have been \$121,866 from Permanent University Fund Bond Proceeds Reserve Allocations for Repair and Rehabilitation.

BACKGROUND INFORMATION

In accordance with the authorization of the U. T. Board of Regents in December 1991, final plans and specifications for the Thermal Energy Plant Boiler at U. T. Arlington have been completed by the Project Engineer, Friberg & Associates, Inc., Fort Worth, Texas.

The purchase and installation of this boiler is the first upgrade of boiler capacity since 1968 and will provide the additional service required for the Chemistry Research Building now under construction and reserve capacity needed during periods of natural gas curtailment when the boilers must be operated on oil.

This project is included in the FY 1994-1999 Capital Improvement Plan and the FY 1995 Capital Budget with a total project cost of \$1,054,720 funded by \$121,866 from Permanent University Fund Bond Proceeds Reserve Allocations for Repair and Rehabilitation and \$932,854 from General Use Fee Balances. Approval of this recommendation will amend the FY 1995 Capital Budget by substituting \$515,868 from Interest Earned on Unexpended Plant Funds for the same amount of General Use Fee Balances.

3. U. T. Austin - Student Health Center Including the Student Services Facility (Project No. 102-767): Request for Approval of Final Plans and Specifications; Authorization to Advertise for Bids and for the Executive Committee to Award Contracts; Additional Appropriation Therefor; and Approval of Use of Revenue Financing System Parity Debt, Receipt of Certificate, and Finding of Fact with Regard to Financial Capacity.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and President Berdahl that the U. T. Board of Regents:

- a. Approve the final plans and specifications for the Student Health Center, including the Student Services Facility, at U. T. Austin within the authorized total project cost of \$24,296,000
- b. Authorize the Office of Facilities Planning and Construction to advertise for bids upon completion of final review and the Executive Committee to award all contracts associated with this project within the authorized total project cost
- c. Appropriate an additional \$23,346,000 to be funded by \$19,680,000 in Revenue Financing System Bond Proceeds, \$3,401,000 in General Fee Balances and \$265,000 in Auxiliary Enterprise Balances. This amount, combined with previous appropriations of \$950,000 from Auxiliary Enterprise Balances, will fund the total project cost of \$24,296,000.

The Chancellor also concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs, the Executive Vice Chancellor for Business Affairs, and President Berdahl that, in compliance with Section 5 of the Amended and Restated Master Resolution Establishing The University of Texas System Revenue Financing System, adopted by the U. T. Board of Regents on February 14, 1991, and amended on October 8, 1993, and upon delivery of the Certificate of an Authorized Representative as set out on Page FPCC - 9, the U. T. Board of Regents resolves that:

- a. Parity Debt shall be issued to pay the project's cost including any project costs paid prior to the issuance of such Parity Debt
- b. Sufficient funds will be available to meet the financial obligations of the U. T. System including sufficient Pledged Revenues as defined in the Master Resolution to satisfy the Annual Debt Service Requirements of the Financing System and to meet all financial obligations of the Board relating to the Financing System

- c. U. T. Austin, which is a "Member" as such term is used in the Master Resolution, possesses the financial capacity to satisfy its Direct Obligation as defined in the Master Resolution relating to the issuance by the U. T. Board of Regents of tax-exempt Parity Debt in the amount of \$19,680,000
- d. This resolution satisfies the official intent requirements set forth in Section 1.150-2 of the U. S. Treasury Regulations.

BACKGROUND INFORMATION

In accordance with the authorization of the U. T. Board of Regents in October 1993, final plans and specifications for the Student Health Center, including the Student Services Facility, at U. T. Austin have been completed by the Project Architect, Cox/Croslin and Associates, Austin, Texas.

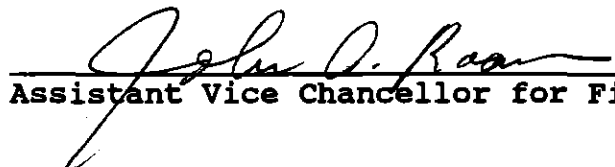
At the June 1992 meeting, the Board authorized an expansion in scope for the Student Health Center at U. T. Austin to include the Student Services Facility. The combined project will have approximately 177,000 gross square feet of space to provide centralized student services in a single location.

This project is included in the FY 1994-1999 Capital Improvement Plan and the FY 1995 Capital Budget. Debt service on Revenue Financing System Bonds will be paid from special fees for the Student Health Center and Student Services Facility approved by the students and authorized by the 72nd Session of the Texas Legislature.

PARITY DEBT CERTIFICATE OF U. T. SYSTEM REPRESENTATIVE

I, the undersigned Assistant Vice Chancellor for Finance of The University of Texas System, a U. T. System Representative under the Amended and Restated Master Resolution Establishing The University of Texas System Revenue Financing System adopted by the Board on February 14, 1991, and amended on October 8, 1993 (the "Master Resolution"), do hereby execute this certificate for the benefit of the Board of Regents pursuant to Section 5(a) (ii) of the Master Resolution in connection with the authorization by the Board to issue "Parity Debt" pursuant to the Master Resolution to finance the cost of the construction of the Student Health Center, including the Student Services Facility, at U. T. Austin, and do certify that to the best of my knowledge the Board of Regents is in compliance with all covenants contained in the Master Resolution, First Supplemental Resolution Establishing an Interim Financing Program, and the Second Supplemental Resolution, and is not in default of any of the terms, provisions and conditions in said Master Resolution, First Supplemental Resolution and Second Supplemental Resolution as amended.

EXECUTED this 7 day of October, 1994



Assistant Vice Chancellor for Finance

4. U. T. Austin - Women's Softball Field: Request for Project Authorization; Appointment of Project Architect/Engineer to Prepare Preliminary Plans and Specifications; Submission of the Project to the Coordinating Board; and Appropriation Therefor.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and President Berdahl that the U. T. Board of Regents:

- a. Authorize the Women's Softball Field project at U. T. Austin at an estimated total project cost of \$2,000,000 to be funded from Auxiliary Enterprise Balances
- b. Appoint a Project Architect/Engineer from the list set forth on Page FPCC - 11 to prepare preliminary plans, specifications, and a cost estimate to be presented to the U. T. Board of Regents at a future meeting
- c. Authorize submission of the project to the Texas Higher Education Coordinating Board
- d. Appropriate \$56,000 from Auxiliary Enterprise Balances for fees and administrative expenses through completion of preliminary plans.

BACKGROUND INFORMATION

U. T. Austin has added women's softball as an intercollegiate sport. The Women's Softball Field project will construct a natural grass softball field which meets National Collegiate Athletic Association (NCAA) regulations and standards for women's softball competition. It will include approximately 1,700 seats with a covered grandstand facility and press box, ticket/concession/rest room building of approximately 2,000 gross square feet, and related softball field components.

This project is included in the FY 1994-1999 Capital Improvement Plan and the FY 1995 Capital Budget with funding in the amount of \$2,000,000 from Auxiliary Enterprise Balances.

List of Firms for Consideration

<u>Project Architect/Engineer</u>	<u>Representative Projects</u>
Marmon Mok San Antonio, Texas	U. T. Austin: Disch-Falk Field USAA: Recreational Facilities Alamodome Stadium/Convention Facility, San Antonio, Texas
Robinson+Morales, Architects Austin, Texas	Baseball Fields, City of Austin Parks and Recreation South Austin Tennis Center: City of Austin U. T. Austin: Texas Swimming Center Outdoor Pool
Carter & Burgess, Inc. Fort Worth, Texas	Randol Mill Park Sports Complex, Arlington, Texas Baseball Field, Mary Hardin Baylor The Ballpark at Arlington, Texas

5. U. T. Dallas - Student Union Building Addition and Renovation (Project No. 302-829): Presentation of Preliminary Plans; Authorization to Prepare Final Plans and Specifications; Submission of the Project to the Coordinating Board; and Additional Appropriation Therefor.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and President Jenifer that the U. T. Board of Regents:

- a. Approve preliminary plans and specifications for the Student Union Building Addition and Renovation at U. T. Dallas at an estimated total project cost of \$3,800,000
- b. Authorize preparation of final plans and specifications
- c. Authorize submission of the project to the Texas Higher Education Coordinating Board
- d. Appropriate \$100,000 from Auxiliary Enterprise Balances for fees and administrative expenses through completion of final plans. Previous appropriations have been \$85,000 from the same source. These appropriations will be reimbursed from Revenue Financing System Bond Proceeds when issued. This action satisfies the official intent requirement set forth in Section 1.103-18 of the U. S. Treasury Regulations.

BACKGROUND INFORMATION

In accordance with the authorization of the U. T. Board of Regents at the February 1994 meeting, preliminary plans, specifications, and a cost estimate for the Student Union Building Addition and Renovation at U. T. Dallas have been prepared by the Project Architect, MPI Architects, Dallas, Texas.

This project will add approximately 30,000 gross square feet to the existing Student Union Building and renovate that facility to provide for growth in the number of students and student programs. Funding for the \$3,800,000 project will be from Revenue Financing System Bond Proceeds supported by an increased student union fee approved by student vote and also by the 73rd Session of the Texas Legislature.

This project is included in the FY 1994-1999 Capital Improvement Plan and the FY 1995 Capital Budget to be funded by Revenue Financing System Bond Proceeds.

6. U. T. El Paso - Indoor Swimming Pool Facility (Project No. 201-810): Presentation of Preliminary Plans; Authorization to Prepare Final Plans and Specifications; Submission of the Project to the Coordinating Board; and Additional Appropriation Therefor.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and President Natalicio that the U. T. Board of Regents:

- a. Approve preliminary plans and specifications for the Indoor Swimming Pool Facility at U. T. El Paso at an estimated total project cost of \$5,000,000
- b. Authorize preparation of final plans and specifications
- c. Authorize submission of the project to the Texas Higher Education Coordinating Board
- d. Appropriate an additional \$200,000 from Unexpended Plant Funds which, when combined with \$100,000 previously appropriated from the same source, provides a total of \$300,000 for fees and administrative expenses through completion of final plans.

BACKGROUND INFORMATION

In August 1993, the U. T. Board of Regents authorized the Indoor Swimming Pool Facility at U. T. El Paso at an estimated total project cost of \$5,000,000. The firm of Moore Nordell Kroeger, El Paso, Texas, was appointed Project Architect to prepare preliminary plans. This project will contain two 25 meter indoor swimming pools along with appropriate space for lockers, dressing rooms, and showers. The facility is designed for the pool areas to be open to the outside during good weather.

The project is included in the FY 1994-1999 Capital Improvement Plan and the FY 1995 Capital Budget to be funded from \$4,500,000 in Revenue Financing System Bond Proceeds financed by Student Recreational Fees and \$500,000 from Unexpended Plant Funds.

7. U. T. Pan American - Engineering Building (Project No. 901-809): Request for Approval of Final Plans and Specifications; Authorization to Advertise for Bids and for the Executive Committee to Award Contracts; Additional Appropriation Therefor; and Approval of Use of Revenue Financing System Parity Debt, Receipt of Certificate, and Finding of Fact with Regard to Financial Capacity.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and President Nevarez that the U. T. Board of Regents:

- a. Approve the final plans and specifications for the Engineering Building at U. T. Pan American within the authorized total project cost of \$23,054,000
- b. Authorize the Office of Facilities Planning and Construction to advertise for bids upon completion of final review and the Executive Committee to award all contracts associated with this project within the authorized total project cost
- c. Appropriate an additional \$22,154,000 from Tuition Revenue Bonds and Notes issued under the Revenue Financing System for total project funding. Previous appropriations of \$900,000 have been made from Tuition Revenue Bonds and Notes.

The Chancellor also concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs, the Executive Vice Chancellor for Business Affairs, and President Nevarez that, in compliance with Section 5 of the Amended and Restated Master Resolution Establishing The University of Texas System

Revenue Financing System, adopted by the U. T. Board of Regents on February 14, 1991, and amended on October 8, 1993, and upon delivery of the Certificate of an Authorized Representative as set out on Page FPCC - 15, the U. T. Board of Regents resolves that:

- a. Parity Debt shall be issued to pay the project's cost including any project costs paid prior to the issuance of such Parity Debt
- b. Sufficient funds will be available to meet the financial obligations of the U. T. System including sufficient Pledged Revenues as defined in the Master Resolution to satisfy the Annual Debt Service Requirements of the Financing System and to meet all financial obligations of the Board relating to the Financing System
- c. U. T. component institutions, which are "Members" as such term is used in the Master Resolution, possess the financial capacity to satisfy their Direct Obligations as defined in the Master Resolution relating to the issuance by the U. T. Board of Regents of tax-exempt Parity Debt in the amount of \$23,054,000
- d. This resolution satisfies the official intent requirements set forth in Section 1.150-2 of the U. S. Treasury Regulations.

BACKGROUND INFORMATION

In accordance with the authorization of the U. T. Board of Regents in April 1994, final plans, specifications, and a cost estimate for the Engineering Building at U. T. Pan American have been prepared by the Project Architect, Kell Muñoz Wigodsky, San Antonio, Texas.

The Engineering Building will contain approximately 122,000 gross square feet to house laboratories, classrooms, faculty offices, and support space for programs leading to Bachelor of Science degrees in Electrical Engineering, Mechanical Engineering, and Manufacturing Engineering. Construction cost, including site preparation and contingencies, is approximately \$15,000,000 providing a unit price in the range of \$123 per square foot. The total project cost, including equipment, is \$23,054,000.

This project is included in the FY 1994-1999 Capital Improvement Plan and the FY 1995 Capital Budget. Funding for the project is \$23,054,000 in Tuition Revenue Bonds and Notes authorized by the 73rd Session of the Texas Legislature as part of the South Texas/Border Initiative.

PARITY DEBT CERTIFICATE OF U. T. SYSTEM REPRESENTATIVE

I, the undersigned Assistant Vice Chancellor for Finance of The University of Texas System, a U. T. System Representative under the Amended and Restated Master Resolution Establishing The University of Texas System Revenue Financing System adopted by the Board on February 14, 1991, and amended on October 8, 1993 (the "Master Resolution"), do hereby execute this certificate for the benefit of the Board of Regents pursuant to Section 5(a) (ii) of the Master Resolution in connection with the authorization by the Board to issue "Parity Debt" pursuant to the Master Resolution to finance the cost of the construction of the Engineering Building at U. T. Pan American, and do certify that to the best of my knowledge the Board of Regents is in compliance with all covenants contained in the Master Resolution, First Supplemental Resolution Establishing an Interim Financing Program, and the Second Supplemental Resolution, and is not in default of any of the terms, provisions and conditions in said Master Resolution, First Supplemental Resolution and Second Supplemental Resolution as amended.

EXECUTED this 7 day of October, 1994



Assistant Vice Chancellor for Finance

8. U. T. Pan American - Science Building: Request for Project Authorization; Appointment of Project Architect to Prepare Preliminary Plans and Specifications; Submission of the Project to the Coordinating Board; and Appropriation Therefor.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and President Nevarez that the U. T. Board of Regents:

- a. Authorize the Science Building project at U. T. Pan American at an estimated total project cost of \$26,000,000 to be funded from Higher Education Assistance Fund Bond Proceeds
- b. Appoint a Project Architect from the list set forth on Page FPCC - 17 to prepare preliminary plans, specifications, and a cost estimate to be presented to the U. T. Board of Regents at a future meeting
- c. Authorize submission of the project to the Texas Higher Education Coordinating Board
- d. Appropriate \$500,000 from Unexpended Plant Funds for fees and administrative expenses. These appropriations will be reimbursed from Higher Education Assistance Fund Bond Proceeds when issued. This action satisfies the official intent requirement set forth in Section 1.103-18 of the U. S. Treasury Regulations.

BACKGROUND INFORMATION

U. T. Pan American has identified a need to complete a Science Building project to permit the upgrade of laboratory instruction and provide adequate space for future growth of the Natural Sciences program. The quality of instruction for the programs will be enhanced by the availability of a new Science Building with modern laboratory and research facilities. The Science Building will consolidate programs currently in different locations into a single building. The building will contain approximately 140,000 gross square feet and provide faculty office space, classrooms, instructional laboratories, and research space for the Natural Sciences, and potentially for Mathematics and Computer Science.

This project is included in the FY 1994-1999 Capital Improvement Plan and the FY 1995 Capital Budget with funding in the amount of \$26,000,000 from Higher Education Assistance Fund Bond Proceeds.

List of Firms for Consideration

<u>Project Architect</u>	<u>Representative Projects</u>
Kell Muñoz Wigodsky San Antonio, Texas	U. T. Pan American: Engineering Building, Edinburg, Texas U. T. Health Science Center - San Antonio: Institute of Biotechnology, San Antonio, Texas Southwest Texas State University: Health Science Building, San Marcos, Texas Texas A & M University: Classroom/Laboratory/Office Building, Corpus Christi, Texas
Marmon Mok San Antonio, Texas	U. T. Brownsville: Science and Engineering Technology Building, Brownsville, Texas U. T. Health Science Center - San Antonio: McDermott Clinical Science Building, San Antonio, Texas San Antonio College: Multipurpose Lab/Classroom, San Antonio, Texas Texas A & M University: Chemistry Building Renovation - Phase 1, College Station, Texas
Graeber, Simmons & Cowan, Architects, Austin, Texas	U. T. Austin: Microelectronics and Engineering Research Facility, Austin, Texas U. T. Pan American: Allied Health Annex, Edinburg, Texas U. T. Pan American: Academic Services Building, Edinburg, Texas Southwest Texas State University: The Science Building, San Marcos, Texas

9. U. T. San Antonio - Academic Building (Project No. 401-756): Request to Change Building Name and Request to Change Name of Humanities-Business Building.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and President Kirkpatrick that the U. T. Board of Regents:

- a. Approve the recommendation that the name of the Academic Building at U. T. San Antonio be redesignated as the "Business Building"
- b. Approve the recommendation that the name of the Humanities-Business Building at U. T. San Antonio be redesignated as the "Humanities and Social Sciences Building."

BACKGROUND INFORMATION

The construction contract for the new Academic Building at U. T. San Antonio is scheduled to begin by December 1994 and be completed during FY 1996-1997. At that time, the College of Business will become the major tenant in the new building. Since the new building will include the suite of offices for the College of Business Dean and staff, the College of Business Center for Professional Development, and more than 100 offices for faculty of the College of Business, it is recommended that the Academic Building be officially redesignated as the "Business Building."

Inasmuch as the U. T. San Antonio College of Business will relocate to the new Business Building from the Humanities-Business Building, it is also recommended that the Humanities-Business Building be redesignated as the "Humanities and Social Sciences Building."

10. U. T. Medical Branch - Galveston - Lee Hage Jamail Student Center (Project No. 601-808): Request for Approval of Final Plans and Specifications; Authorization to Advertise for Bids and for Executive Committee to Award Contracts; and Additional Appropriation Therefor.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Health Affairs and President James that the U. T. Board of Regents:

- a. Approve the final plans and specifications for the Lee Hage Jamail Student Center at the U. T. Medical Branch - Galveston within the authorized total project cost of \$2,850,000

- b. Authorize the Office of Facilities Planning and Construction to advertise for bids upon completion of final review and the Executive Committee to award all contracts associated with this project within the authorized total project cost
- c. Appropriate \$2,685,000 from Gifts and Grants for total project funding. Previous appropriations have been \$165,000 from the same source.

BACKGROUND INFORMATION

In accordance with the authorization of the U. T. Board of Regents in February 1994, final plans and specifications for the Lee Hage Jamail Student Center at the U. T. Medical Branch - Galveston have been completed by the Project Architect, The Mathes Group, Houston, Texas.

The new Student Center will contain approximately 18,000 square feet to serve an estimated 2,000 students at the U. T. Medical Branch - Galveston. The freestanding facility will contain administrative offices for Campus Life, offices for student government and related service areas, student activities space, recreational and leisure reading areas, meeting rooms, commons area, and food service facilities.

Funding for the total project cost of \$2,850,000 is from Gifts and Grants, the most significant of which is the \$2,000,000 gift from Mr. and Mrs. Joseph D. Jamail, Houston, Texas.

This project is included in the FY 1994-1999 Capital Improvement Plan and the FY 1995 Capital Budget and was approved by the Texas Higher Education Coordinating Board in April 1994.

- 11. U. T. Health Science Center - Houston: Recommendation to Grant Authority to Foreclose Deed of Trust Lien on the Former Dental Science Institute Building; Authorize Appropriate Officials to Implement Such Foreclosure; and Authorize Purchase of the Property at the Foreclosure Sale for an Amount Not to Exceed the Amount Owed.--

RECOMMENDATION

The Chancellor concurs with the recommendation of the Executive Vice Chancellor for Health Affairs and President Low that the U. T. Board of Regents, as beneficiary under the Deed of Trust covering the former Dental Science Institute Building located at 1018 Blodgett Street, Houston, Harris County, Texas:

- a. Appoint Ms. Anne Campbell Liedtke in the Office of Legal Affairs and Risk Management at the U. T. Health Science Center - Houston to act as substitute trustee

- b. Appoint the Assistant Vice President of Legal Affairs and Risk Management at the U. T. Health Science Center - Houston to serve as successor substitute trustee (such appointment to be effective on and after the date that the substitute trustee named above notifies the U. T. Board of Regents in writing that she will no longer serve as substitute trustee)
- c. Direct such substitute trustee (or successor substitute trustee) to take all necessary and appropriate actions to foreclose the lien created by the Deed of Trust and purchase the property for the benefit of the U. T. Health Science Center - Houston at the foreclosure sale for an amount not to exceed the amount owed
- d. Authorize such substitute trustee or the Assistant Vice President of Legal Affairs and Risk Management to bid on the property at the foreclosure sale in accordance with instructions received from the Executive Vice President for Administration and Finance at the U. T. Health Science Center - Houston
- e. Authorize the Executive Vice President for Administration and Finance to execute all documents pertaining to the appointment of substitute trustee, the appointment of the successor substitute trustee, and for the purchase of the property following approval by the Executive Vice Chancellor for Health Affairs, the Executive Vice Chancellor for Business Affairs, and the Office of General Counsel.

BACKGROUND INFORMATION

Pursuant to authority granted by the U. T. Board of Regents at its August 1990 meeting, the U. T. Health Science Center - Houston sold the former Dental Science Institute Building on February 28, 1991. As partial consideration, the U. T. Health Science Center - Houston accepted a promissory note in the original principal amount of \$165,000.00 from the buyer, Mr. Nicholas P. Litinas, who has repeatedly defaulted in his obligations under the note. The note is secured by a Deed of Trust lien against the property and foreclosure of the lien is appropriate to enforce the U. T. Board of Regents' right to repayment of the note. If a bid by a third party exceeding the amount owed by Mr. Litinas is not made at the foreclosure sale, the U. T. Health Science Center - Houston will purchase the property at the foreclosure sale.

12. U. T. Health Science Center - Houston - Renovation of the Speech and Hearing Institute Building for the Institute of Molecular Medicine (Project No. 701-834): Request for Increase in Project Scope and Total Project Cost and Additional Appropriation Therefor.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Health Affairs and President Low that the U. T. Board of Regents approve an increase in the scope of work and the authorized total project cost for Renovation of the Speech and Hearing Institute Building for the Institute of Molecular Medicine at the U. T. Health Science Center - Houston from \$2,500,000 to \$5,390,000 and appropriate an additional \$2,890,000 from Gifts and Grants. Previous appropriations have been \$2,500,000 in Permanent University Fund Bond Proceeds.

BACKGROUND INFORMATION

In accordance with the authorization of the U. T. Board of Regents in April 1994, the Project Architect, Watkins Carter Hamilton Architects, Inc., Houston, Texas, is preparing final plans, specifications, and detailed cost estimates for the Renovation of the Speech and Hearing Institute Building for the Institute of Molecular Medicine at the U. T. Health Science Center - Houston.

The project, as originally authorized, was to renovate the mechanical infrastructure of the four-story building and the basement and first floor to accommodate the institute's initial operations. Then, as funds become available, the U. T. Health Science Center - Houston would request authorization to renovate floors two and three.

A successful development campaign, facilitated by the support of the U. T. Board of Regents for this program, has generated gift and grant funds that can now be combined with previously appropriated funding to enable renovation of the entire second floor and a major portion of the third floor of the building. Substantial economies of scale will be achieved by renovating the complete building now, with less disruption to research than if the additional renovation were done at a later date.

Approval of this item will amend the FY 1994-1999 Capital Improvement Plan and the FY 1995 Capital Budget accordingly. Total project funding is \$5,390,000 with previous funding of \$2,500,000 in Permanent University Fund Bond Proceeds and additional project funding of \$2,890,000 in Gifts and Grants.

Asset Management Com.

ASSET MANAGEMENT COMMITTEE
Committee Chairman Cruikshank

Date: October 7, 1994
Time: Following the meeting of the Facilities Planning
 and Construction Committee
Place: Room 1.212, Conference Center, U. T. Dallas

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I. PERMANENT UNIVERSITY FUND

PERMANENT UNIVERSITY FUND (1)
SUMMARY REPORT
AUGUST 31,
(\$ millions)

	FY92-93	Fiscal Year 1993-94						
	Year-to-Date	Sep/Oct	Nov/Dec	Jan/Feb	Mar/Apr	May/June	July/Aug	Year-to-Date
Beginning Market Value	4,145.4	4,468.7	4,495.6	4,486.4	4,478.8	4,335.4	4,285.3	4,468.7
PUF Lands Receipts(2)	69.3	9.6	13.1	8.6	8.3	10.4	9.6	59.6
Investment Income	250.3	35.5	43.6	39.7	35.6	44.9	42.6	241.9
Investment Income Distributed	(250.3)	(35.5)	(43.6)	(39.7)	(35.6)	(44.9)	(42.6)	(241.9)
Realized Gains(Losses)	317.9	7.8	8.2	42.3	9.5	15.6	25.2	108.6
Change in Unrealized Gains(Losses)	(63.9)	9.5	(30.5)	(58.5)	(161.2)	(76.1)	107.9	(208.9)
Ending Market Value	4,468.7	4,495.6	4,486.4	4,478.8	4,335.4	4,285.3	4,428.0	4,428.0
Investment Income	250.3	35.5	43.6	39.7	35.6	44.9	42.6	241.9
Surface Income	4.5	0.2	1.0	0.6	0.6	1.3	0.6	4.3
Other Income	0.2	0.1		0.1				0.2
Total	255.0	35.8	44.6	40.4	36.2	46.2	43.2	246.4

(1) Excludes PUF Lands mineral and surface interests with estimated values of \$391.6 million and \$105 million, respectively, as of June 30, 1994.

(2) As of June 30, 1994: 768,779 acres under lease, 521,932 producing acres, 2,562 active leases.

II. COMMON TRUST FUND

**COMMON TRUST FUND
SUMMARY REPORT
AUGUST 31,
(\$ millions)**

	FY92-93	Fiscal Year 1993-94				
	Year-to-Date	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	Year-to-Date
Beginning Market Value	958.8	1,128.0	1,170.0	1,201.7	1,190.0	1,128.0
Contributions	106.5	48.5	21.4	28.1	13.8	111.8
Investment Income	58.7	15.1	15.0	15.2	17.0	62.3
Expenses	(2.0)	(0.5)	(0.5)	(0.5)	(0.6)	(2.1)
Distributions	(56.5)	(15.2)	(15.5)	(15.9)	(16.1)	(62.7)
Realized Gains(Losses)	48.2	4.3	13.3	4.8	13.9	36.3
Change in Unrealized Gains(Losses)	14.3	(10.2)	(2.0)	(43.4)	8.3	(47.3)
Ending Market Value	1,128.0	1,170.0	1,201.7	1,190.0	1,226.3	1,226.3
Net Asset Value per Unit	\$ 3.375	\$ 3.356	\$ 3.385	\$ 3.275	\$ 3.336	\$ 3.336
No. of Units (End of Period)	334,267,084	348,645,921	355,033,170	363,328,970	367,542,933	367,542,933
Distribution Rate per Unit	\$ 0.175	\$ 0.04375	\$ 0.04375	\$ 0.04375	\$ 0.04375	\$ 0.175

III. TRUST AND SPECIAL FUNDS

Gifts, Bequests and Estates

1. U. T. Arlington: Recommendation to Accept Gifts to Establish the Student Publications Scholarship Fund.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs, the Vice Chancellor for Asset Management, and President Amacher that \$10,000 in gifts from various donors be accepted to establish a quasi-endowment at U. T. Arlington to be named the Student Publications Scholarship Fund.

The income earned from the endowment will be used to provide scholarship support to students who have provided exceptional service to Student Publications and who have excelled in writing, graphics, or management.

BACKGROUND INFORMATION

This endowment is being funded with unrestricted contributions received from staff members from Student Publications, ex-students of U. T. Arlington, and relatives and friends of persons formerly associated with U. T. Arlington's Student Publications.

2. U. T. Austin: Recommendation to Accept Gift, Pledge, and Transfer of Funds to Establish the Betty Osborn Biedenharn Endowed Presidential Scholarship in Music in the College of Fine Arts.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs, the Vice Chancellor for Asset Management, and President Berdahl that a \$12,500 gift and a \$12,500 pledge, payable by August 31, 1995, from Mrs. Betty Osborn Biedenharn, San Antonio, Texas, and a \$12,500 transfer of President's designated funds for a total of \$37,500 be accepted to establish the Betty Osborn Biedenharn Endowed Presidential Scholarship in Music in the Department of Music, College of Fine Arts, at U. T. Austin.

Income earned from the endowment will be used to provide scholarship support to undergraduate or graduate students in music who have demonstrated talent, promise, and academic excellence, with preference given to truly outstanding piano students.

BACKGROUND INFORMATION

Mrs. Betty Osborn Biedenharn (Mrs. A. M. Biedenharn, Jr.), San Antonio, Texas, received her bachelor's degree in Music in 1945 from U. T. Austin. Mrs. Biedenharn is the Chairman of the Board of the Osborn Heirs Company, San Antonio, Texas. She is a member of The Chancellor's Council and the Littlefield Society and is an honorary member of the College of Fine Arts Foundation Advisory Council.

3. U. T. Austin: Recommendation to Accept Gifts to Establish the Robert E. Boyer Endowed Presidential Scholarship for Natural Sciences in the College of Natural Sciences.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs, the Vice Chancellor for Asset Management, and President Berdahl that \$100,586 in gifts from various donors be accepted to establish the Robert E. Boyer Endowed Presidential Scholarship for Natural Sciences in the College of Natural Sciences at U. T. Austin.

Income earned from the endowment will be used to provide scholarship support to deserving students enrolled in the College of Natural Sciences.

BACKGROUND INFORMATION

This endowment is being funded through a fund raising effort by members of the College of Natural Sciences Foundation Advisory Council in recognition of Dr. Robert E. Boyer's service as Dean of the College of Natural Sciences for 14 years, from September 1, 1980 to August 31, 1994. Dr. Boyer joined U. T. Austin as a faculty member in the Department of Geological Sciences in 1957 and served as Chairman of that Department from September 1, 1971 to August 31, 1980. He is a member of The Chancellor's Council.

4. U. T. Austin: Recommendation to Accept Gift to Establish the Howard H. "Hap" Dalrymple Endowed Presidential Scholarship in Civil Engineering in the College of Engineering.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs, the Vice Chancellor for Asset Management, and President Berdahl that a \$25,000 gift from Dr. Nasser I. Al-Rashid, Saudi Arabia, be accepted to

establish the Howard H. "Hap" Dalrymple Endowed Presidential Scholarship in Civil Engineering in the Department of Civil Engineering, College of Engineering, at U. T. Austin.

Income earned from the endowment will be used to provide scholarship support to junior, senior, or graduate engineering students who have an interest in the application of instrument technology.

BACKGROUND INFORMATION

This endowment is being funded by Dr. Nasser I. Al-Rashid, Chairman of Rashid Engineering, Saudi Arabia, in memory of his mentor and friend, Mr. Howard H. "Hap" Dalrymple, a former Instrumentation Engineer in the Department of Civil Engineering at U. T. Austin. Dr. Al-Rashid received his B.S. in 1965 and his Ph.D. in 1970 in Civil Engineering from the College of Engineering at U. T. Austin. He is a member of The Chancellor's Council, The President's Associates, and the Littlefield Society.

5. U. T. Austin: Recommendation to Accept Gifts to Establish the William Dente Endowed Memorial Scholarship in Opera in the College of Fine Arts.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs, the Vice Chancellor for Asset Management, and President Berdahl that \$10,343 in gifts from various donors be accepted to establish the William Dente Endowed Memorial Scholarship in Opera in the Department of Music, College of Fine Arts, at U. T. Austin.

Income earned from the endowment will be used for the benefit and development of exceptionally talented opera students.

BACKGROUND INFORMATION

This endowment is being funded through a series of benefit performances by Esther's Follies, Austin, Texas, in memory of Mr. William Dente in recognition of his devotion to opera. Mr. Dente was a member of Esther's Follies for more than twelve years and was one of the founding members of the Austin based musical-comedy troupe.

6. U. T. Austin: Ellen McAngus Ezell Scholarship Fund in Accounting in the College of Business Administration and the Graduate School of Business - Recommendation to Accept Bequest from the Estate of Jessie Eula Ezell, Austin, Texas.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs, the Vice Chancellor for Asset Management, and President Berdahl that the residue of the Estate of Jessie Eula Ezell, Austin, Texas, valued at \$202,865.25 be accepted for addition to the Ellen McAngus Ezell Scholarship Fund in Accounting in the Department of Accounting, College of Business Administration and the Graduate School of Business, at U. T. Austin for a total endowment of \$232,010.25. The bequest is comprised of \$72,256.25 in cash and real property valued at \$130,609, described as follows:

89.32 acres of land, more or less, out of and being a part of the N. M. Bain Survey in Travis County, Texas (save and except a 0.08 acre portion of said property subsequently conveyed as right of way to Travis County, Texas), as further described in that certain deed, dated December 6, 1939, from Walter Doherty to Jessie Eula Ezell, recorded in Volume 642, Pages 418-419, of the Deed Records of Travis County, Texas.

BACKGROUND INFORMATION

The Ellen McAngus Ezell Scholarship Fund in Accounting was established at the June 1975 meeting of the U. T. Board of Regents with \$12,045 in gifts given in memory of Ms. Ellen Ezell who received her B.B.A in Accounting in 1961 and her M.P.A in 1963 from U. T. Austin. Ms. Ezell's mother, Mrs. Jessie Eula Ezell, Austin, Texas, provided in her Will that the residue of her Estate be added to the endowment established in her daughter's name.

7. U. T. Austin: Recommendation to Accept Gifts and Transfer of Funds to Establish the GLISSA Endowed Scholarship in the Graduate School of Library and Information Science.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs, the Vice Chancellor for Asset Management, and President Berdahl that \$2,465.51 in gifts from various donors and a \$7,534.49 transfer of previously reported gifts from current restricted funds for a total of \$10,000 be accepted to establish a quasi-endowment in the Graduate School of Library and Information Science at U. T. Austin to be named the GLISSA Endowed Scholarship.

Income earned from the endowment will be used to provide scholarship support to students in the Graduate School of Library and Information Science.

BACKGROUND INFORMATION

The GLISSA Endowed Scholarship is being funded in recognition of the Graduate Library and Information Science Student Association. Since 1978, \$7,534.49 in gifts from various donors have been received and deposited into the GLISSA Scholarship Fund. Through its 1993-94 Annual Fund drive, the Graduate School of Library and Information Science received an additional \$2,465.51 in gifts for a total of \$10,000.

8. U. T. Austin: Recommendation to Accept Gifts to Establish the Jimmy Greenwood Memorial Golf Scholarship in the Department of Intercollegiate Athletics for Men.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs, the Vice Chancellor for Asset Management, and President Berdahl that a \$10,000 gift from The Fondren Foundation, Houston, Texas, and \$8,625 in gifts from various donors for a total of \$18,625 be accepted to establish the Jimmy Greenwood Memorial Golf Scholarship in the Department of Intercollegiate Athletics for Men at U. T. Austin.

Income earned from the endowment will be used to provide scholarship support to student-athletes participating in the men's golf program.

BACKGROUND INFORMATION

This endowment is being funded by friends and colleagues of Mr. Jimmy Greenwood, Houston, Texas, a longtime supporter of U. T. Austin athletics and an avid golfer. Mr. Greenwood attended U. T. Austin and was a former District Committeeman of the U. T. Austin Parents' Association.

9. U. T. Austin: Recommendation to Establish the Robert F. Henderson, Jr. Endowed Presidential Scholarship in State Government Law in the School of Law.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs, the Vice Chancellor for Asset Management, and President Berdahl that the Robert F. Henderson, Jr. Endowed Presidential Scholarship in State

Government Law in the School of Law at U. T. Austin be established. The funds for the endowment will be held and administered by The University of Texas Law School Foundation (an external foundation) in accordance with the Regents' Rules and Regulations.

Income earned from the endowment will be used to provide scholarship support to students who have demonstrated a particular interest or ability in the law relating to State Government.

BACKGROUND INFORMATION

This endowment is being funded in honor of Mr. Robert F. Henderson, Jr., Austin, Texas, with a \$10,000 gift from the law firm of Hughes & Luce L.L.P., Austin, Texas, and a \$10,000 pledge, payable by December 31, 1995, from EDS Corp., Dallas, Texas. Additional contributions from friends and clients are expected. The Law School Foundation will contribute \$20,000 in matching funds to create a total corpus of \$40,000. Mr. Henderson is a partner and head of the Public Law Section in the Austin office of Hughes & Luce, L.L.P. He received his B.A. in Plan II in 1967 and his J.D. in 1969 from U. T. Austin.

10. U. T. Austin: Recommendation to Accept Gift to Establish the Kristi Kana Endowed Presidential Scholarship in Nursing in the School of Nursing.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs, the Vice Chancellor for Asset Management, and President Berdahl that a \$25,000 gift from Mrs. Ruth Patton Connor, Austin, Texas, be accepted to establish the Kristi Kana Endowed Presidential Scholarship in Nursing in the School of Nursing at U. T. Austin.

Income earned from the endowment will be used to recognize and support outstanding students pursuing a degree in nursing and a career in providing quality health care.

BACKGROUND INFORMATION

Mrs. Ruth Patton Connor, Austin, Texas, is funding this endowment in honor of Ms. Kristi Marie Kana who received her B.S. in Nursing from U. T. Austin in 1994. Mrs. Connor received her B.A. in Education/History in 1942 and her M.Ed. in 1949 from U. T. Austin.

11. U. T. Austin: Recommendation to Accept Bequest from the Estate of Charles T. Banister, Dallas, Texas, and Gift to Establish the Patterson-Banister Chair in the College of Liberal Arts.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs, the Vice Chancellor for Asset Management, and President Berdahl that the residue of the Estate of Charles T. Banister, Dallas, Texas, comprised of stocks, bonds, cash, and real estate, valued at \$1,402,100.64, and a \$250 gift from various donors for a total of \$1,402,350.64 be accepted to establish the Patterson-Banister Chair in the Departments of History, Government, and Economics, College of Liberal Arts, at U. T. Austin.

Income earned from the endowment will be used to support the Chair, which may rotate among the Departments of History, Government, and Economics.

BACKGROUND INFORMATION

The late Mr. Charles T. Banister, Dallas, Texas, received his B.A. in Government in 1925 and his LL.B. in 1928 from U. T. Austin. He was a member of The President's Associates, The Chancellor's Council and the Littlefield Society. In his Will, Mr. Banister specified that the residue of his estate be used to fund a chair in memory of Dr. Caleb Perry Patterson, Saltillo, Tennessee, former Chairman and Graduate Professor in the Department of Government at U. T. Austin until 1957, for the profound influence he had on Mr. Banister during his student years and in memory of Mr. and Mrs. Clarence Tullius (Lillian Butler) Banister, parents of Mr. Charles T. Banister, in recognition of the sacrifices they made to provide for their son's education.

Additionally, several of Mr. Charles T. Banister's Naval Reserve Law Company comrades in Dallas, Texas, donated \$250 for addition to the endowment and as a memorial to their friend, Mr. Banister.

12. U. T. Austin: The Luisa G. G. Sanchez Charitable Remainder Trust - Recommendation to Sell Part of Lot No. 9 and All of Lots Nos. 10-12, Pedernales Subdivision No. 2, Travis County, Texas, and Authorization to Execute Documents Related Thereto.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs, the Vice Chancellor for Asset Management, and President Berdahl that the U. T. Board of Regents, acting in its capacity as Trustee of The Luisa G. G. Sanchez Charitable Remainder Trust, sell part of Lot No. 9 and all of Lots Nos. 10-12 of the Pedernales

Subdivision No. 2, Travis County, Texas, for \$91,500 to Messrs. Robert D. Gay and Robert J. Lange, Bellville, Texas, for the benefit of U. T. Austin and that the Chairman of the Board be authorized to execute all documents pertaining to the sale.

BACKGROUND INFORMATION

At its meeting in December 1993, the U. T. Board of Regents accepted appointment as Trustee of The Luisa G. G. Sanchez Charitable Remainder Trust and a gift of real property in Travis County, Texas, to fund the Trust. The property was valued by an independent appraiser at \$74,000 at the time the gift was made. Upon termination of the Trust, U. T. Austin will benefit from the addition of the remainder of the Trust to the George I. Sanchez Centennial Professorship in Liberal Arts in the College of Liberal Arts.

13. U. T. Austin: Recommendation to Accept Gifts and Accumulated Income to Establish the Marion Burck Smith Junior Fellowship Fund and Designate Funds to Establish the C. R. Smith Endowed Scholarship Fund.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs, the Vice Chancellor for Asset Management, and President Berdahl that \$40,000 in previously accepted gifts from various donors and \$300 in accumulated income for a total of \$40,300 be accepted to establish a quasi-endowment at U. T. Austin to be named the Marion Burck Smith Junior Fellowship Fund.

Income earned from the endowment will be used to provide undergraduate research awards for students of any academic major.

It is further recommended that approximately \$1,490,000, representing the remainder of a previously accepted residual bequest from the Estate of Cyrus Rowlett Smith, Washington, D. C., be designated for the benefit of U. T. Austin as follows:

- a. Of the total, \$260,000 is to be added to the Marion Burck Smith Junior Fellowship Fund for a total endowment of \$300,300
- b. The approximately \$1,230,000 remaining is to be used to establish a quasi-endowment at U. T. Austin to be named the C. R. Smith Endowed Scholarship Fund.

Income earned from the endowment will be used to provide scholarship support for incoming freshmen of high academic merit for up to five years of undergraduate enrollment.

BACKGROUND INFORMATION

At the August 1992 meeting, the U. T. Board of Regents accepted specific and residual bequests, totalling approximately \$1,600,000, from the Estate of Cyrus Rowlett Smith, Washington, D. C., and allocated \$200,000 of the residual bequest for addition to the J. J. "Jake" Pickle Scholarship Program in the Lyndon B. Johnson School of Public Affairs at U. T. Austin. The remaining residual bequest was to be designated at a later date. U. T. Austin also plans to use \$500,000 in matching funds from the sale of the Borden, Inc. property to increase the C. R. Smith Endowed Scholarship Fund to a total of approximately \$1,730,000.

The Marion Burck Smith Junior Fellowship Fund is being funded in memory of Mr. Cyrus Rowlett "C. R." Smith's mother. Funding for this endowment includes \$30,000 in proceeds which resulted from the sale of a gift of a Charles M. Russell oil painting received from Mr. C. R. Smith in 1964 and accepted at the October 1964 meeting of the U. T. Board of Regents.

14. U. T. Austin: Recommendation to Accept Transfer of Funds to Establish the Delbert Stark Endowed Scholarship in the Department of Intercollegiate Athletics for Men.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs, the Vice Chancellor for Asset Management, and President Berdahl that a \$20,000 transfer of a previously reported gift from Mrs. Sudie Schaer Stark, Brenham, Texas, and \$855.63 in accumulated income for a total of \$20,855.63 be accepted to establish the Delbert Stark Endowed Scholarship in the Department of Intercollegiate Athletics for Men at U. T. Austin.

Income earned from the endowment will be used to support student-athletes participating in the men's football program.

BACKGROUND INFORMATION

In 1978, Mrs. Sudie Schaer Stark, Brenham, Texas, gave \$20,000 to the Department of Intercollegiate Athletics for Men in memory of her husband, Dr. Delbert H. Stark. Mrs. Stark specified that her gift be used for scholarships within the football program. Dr. Stark, a valuable supporter of Longhorn Athletics, received his D.D.S. from the U. T. Dental Branch - Houston in 1960.

15. U. T. Austin: Recommendation to Accept Transfer of Funds to Establish the Texas Offshore Industry Endowed Scholarship in the College of Engineering.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs, the Vice Chancellor for Asset Management, and President Berdahl that a \$10,000 transfer of unrestricted gifts from various donors be accepted to establish a quasi-endowment in the Department of Aerospace Engineering and Engineering Mechanics, College of Engineering, at U. T. Austin to be named the Texas Offshore Industry Endowed Scholarship.

Income earned from the endowment will be used to provide scholarship support to junior or senior students in the Department of Aerospace Engineering and Engineering Mechanics who have at least 30 hours of course credit at U. T. Austin.

BACKGROUND INFORMATION

This endowment is being funded with unrestricted gifts that have been made to the College of Engineering by various supporters of the Texas offshore industry.

16. U. T. Austin: Recommendation to Accept Gift, Corporate Matching Funds, and Transfer of Funds to Establish the Amelia and Lloyd Thacker Endowed Scholarship in the College of Engineering.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs, the Vice Chancellor for Asset Management, and President Berdahl that a \$2,500 gift from Mr. George H. Thacker, Huntsville, Alabama, \$2,500 in corporate matching funds from The Boeing Company, Seattle, Washington, and a \$5,000 transfer of discretionary funds for a total of \$10,000 be accepted to establish the Amelia and Lloyd Thacker Endowed Scholarship in the Department of Aerospace Engineering and Engineering Mechanics, College of Engineering, at U. T. Austin.

Income earned from the endowment will be used to provide scholarship support for junior or senior students in Aerospace Engineering having at least 30 hours of course credit at U. T. Austin.

BACKGROUND INFORMATION

This endowment is being funded by Mr. George H. Thacker, Huntsville, Alabama, in honor and memory of his parents, Colonel Lloyd William Thacker, San Antonio, Texas, and the late Mrs. Amelia Josephine Disberger Thacker. Colonel Thacker joined the U. S. Army Air Corps in 1923 and spent 32 years as an aerial photographer, aircraft mechanic, and inspector. He was the chief mechanic for Amelia Earhart on Howland Island.

17. U. T. Austin: Recommendation to Accept Bequest from the Estate of Robert Ervin Veselka, Austin, Texas, Gifts, and Pledge to Establish the Robert E. Veselka Endowed Fellowship for Graduate Research Travel - and in Memory of Stephen T. Moore.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs, the Vice Chancellor for Asset Management, and President Berdahl that a bequest of the residue of the Estate of Robert Ervin Veselka, Austin, Texas, valued at approximately \$50,000, and \$18,610 in gifts and a pledge, payable by December 31, 1995, from various donors for a total of \$68,610 be accepted to establish the Robert E. Veselka Endowed Fellowship for Graduate Research Travel - and in Memory of Stephen T. Moore at U. T. Austin.

Income earned from the endowment will be used to provide financial assistance to promising graduate students, based on merit, for travel expenses related to preparation of a thesis or dissertation. The award is to be made in the name of Robert E. Veselka and Stephen T. Moore and will be allocated annually on a rotating basis between the School of Architecture and the Department of Geography, College of Liberal Arts.

BACKGROUND INFORMATION

Dr. Robert E. Veselka, Austin, Texas, received his B.A. in Anthropology in 1985, his M.S. in Architectural Studies in 1986, and his Ph.D. in Geography in 1993 from U. T. Austin. Through this bequest, Dr. Veselka also memorializes Mr. Stephen T. Moore, a friend from his early undergraduate studies at U. T. Austin who predeceased him. Additional funding comes from various memorial gifts that were received for Dr. Veselka.

18. U. T. Austin: Recommendation to Accept Transfer of Funds to Establish the Ching Yew Endowed Design Scholarship in the College of Engineering.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs, the Vice Chancellor for Asset Management, and President Berdahl that a \$10,000 transfer of unrestricted gifts from various donors be accepted to establish a quasi-endowment in the Department of Aerospace Engineering and Engineering Mechanics, College of Engineering, at U. T. Austin to be named the Ching Yew Endowed Design Scholarship.

Income earned from the endowment will be used to provide scholarship support to junior or senior students in the Department of Aerospace Engineering and Engineering Mechanics with at least 30 hours of course credit at U. T. Austin.

BACKGROUND INFORMATION

This endowment is being funded in honor of Dr. Ching Hsie Yew, Austin, Texas, current holder of the Halliburton Annual Professorship in Petroleum Engineering at U. T. Austin.

19. U. T. Dallas: Recommendation to Accept Transfer of Funds to Establish the Richardson Woman's Club Scholarship.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs, the Vice Chancellor for Asset Management, and President Rutford that a \$10,000 transfer of previously reported gifts from the Richardson Woman's Club, Richardson, Texas, be accepted to establish the Richardson Woman's Club Scholarship at U. T. Dallas.

Income earned from the endowment will be used to provide scholarship support to a deserving student, with preference given to a graduate of Richardson High School, Richardson, Texas.

BACKGROUND INFORMATION

In 1991, the Richardson Woman's Club, Richardson, Texas, began a scholarship program at U. T. Dallas to be utilized to help a deserving student from Richardson High School obtain a college education.

20. U. T. El Paso: Recommendation to Accept Transfer of Funds to Establish The Chevrolet Scholarship.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs, the Vice Chancellor for Asset Management, and President Natalicio that an \$11,630.69 transfer of previously reported gifts from the Chevrolet Motor Division of General Motors Corporation, Warren, Michigan, be accepted to establish a quasi-endowment at U. T. El Paso to be named The Chevrolet Scholarship.

Income earned from the endowment will be used to provide scholarship support to students at U. T. El Paso.

BACKGROUND INFORMATION

This endowment is being funded with gifts made since 1981 to U. T. El Paso by the Chevrolet Motor Division of General Motors Corporation, Warren, Michigan, in recognition of outstanding performances by athletes during nationally broadcast sporting events.

21. U. T. El Paso: Recommendation to Accept Gift to Establish the Randolph S. Jr., and Lucille M. Murray Endowed Fund for Student Enhancement.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs, the Vice Chancellor for Asset Management, and President Natalicio that a gift of 100 shares of George S. Thomson Company, Inc. common stock, valued at \$200,000, from Mr. and Mrs. Randolph S. (Lucille M.) Murray, Jr., El Paso, Texas, be accepted to establish the Randolph S. Jr., and Lucille M. Murray Endowed Fund for Student Enhancement at U. T. El Paso.

Income earned from the endowment will be used to provide scholarship support to academically worthy full-time U. T. El Paso students who are in need of financial assistance.

BACKGROUND INFORMATION

Mr. Randolph S. Murray, Jr., El Paso, Texas, is Chairman of the Board of the George S. Thomson Co., Inc., an El Paso-based industrial equipment company. Mr. Murray attended the Texas College of Mines & Metallurgy in 1929. The Murrays have been supporters of U. T. El Paso for many years. They are members of the U. T. El Paso President's Associates.

22. U. T. Pan American: Recommendation to Accept Trust Distribution to Establish the Thomason Art Scholarship.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs, the Vice Chancellor for Asset Management, and President Nevarez that a \$24,267.42 distribution from the Margaret Thomason Trust, Harlingen, Texas, be accepted to establish the Thomason Art Scholarship at U. T. Pan American.

Income earned from the endowment will be used to support students pursuing a course of study towards a career as an art instructor or an art teacher.

BACKGROUND INFORMATION

This endowment is being funded with a distribution from a trust created under the Will of Miss Margaret Thomason, Harlingen, Texas. Miss Thomason was a teacher for many years in the Art Department of the Junior High Schools in Harlingen, Texas. Her Will created this Trust for the benefit of her sister during her life, allowing for the use of income and corpus for her care. U. T. Pan American was named to receive a \$25,000 distribution. However, the costs related to her sister's care slightly depleted the amount left to be distributed.

23. U. T. Tyler: Recommendation to Accept Gift to Establish The Lloyd and Seville Nunn Endowed Presidential Scholarship.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs, the Vice Chancellor for Asset Management, and President Hamm that a \$25,000 gift from Mrs. Seville Nunn, Tyler, Texas, be accepted to establish The Lloyd and Seville Nunn Endowed Presidential Scholarship at U. T. Tyler.

Income earned from the endowment will be used to provide scholarship support to a nursing student.

BACKGROUND INFORMATION

This endowment is being funded in memory of Mr. Lloyd Nunn, Tyler, Texas, with a gift from his widow, Mrs. Seville Nunn, Tyler, Texas.

24. U. T. Tyler: Recommendation to Accept Gift to Establish The Smith County Medical Society Alliance Endowed Presidential Nursing Scholarship.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs, the Vice Chancellor for Asset Management, and President Hamm that a \$25,000 gift from the Smith County Medical Society Alliance, Tyler, Texas, be accepted to establish The Smith County Medical Society Alliance Endowed Presidential Nursing Scholarship at U. T. Tyler.

Income earned from the endowment will be used to provide scholarship support to a nursing student.

BACKGROUND INFORMATION

This endowment is being funded by the Smith County Medical Society Alliance, Tyler, Texas. The Alliance is made up of the spouses of the members of the Smith County Medical Society. Many of the Alliance's members are longtime supporters of U. T. Tyler and are members of the President's Associates and the U. T. Tyler Friends of the Arts.

25. U. T. Tyler: Recommendation to Accept Distribution from the Ruby Stubblefield Trust, Tyler, Texas, to Establish The Ruby Stubblefield Scholarship Endowment.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs, the Vice Chancellor for Asset Management, and President Hamm that a \$130,000 distribution from the Ruby Stubblefield Trust, Tyler, Texas, be accepted to establish The Ruby Stubblefield Scholarship Endowment at U. T. Tyler.

Income earned from the endowment will be used to provide scholarship support to worthy students at U. T. Tyler.

BACKGROUND INFORMATION

U. T. Tyler was named remainder beneficiary of the Ruby Stubblefield Trust, Tyler, Texas. An initial distribution of \$130,000 has been received to date and another \$10,000 is expected from the Trust. Mrs. Ruby Stubblefield was a retired school teacher for the Arp Independent School District, where she taught for over 35 years.

26. U. T. Tyler: Recommendation to Accept Gift to Establish The Jeretta Kennedy Tomblin Memorial Endowed Presidential Scholarship.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs, the Vice Chancellor for Asset Management, and President Hamm that a \$25,000 gift from Messrs. Ken and Micah Tomblin, Palestine, Texas, Ms. Billie Kennedy, Beaumont, Texas, and Ms. Debbie Kennedy, League City, Texas, be accepted to establish The Jeretta Kennedy Tomblin Memorial Endowed Presidential Scholarship at U. T. Tyler.

Income earned from the endowment will be used to provide scholarship support to a junior, senior, or graduate level student, with preference given to female students, among equally qualified applicants.

BACKGROUND INFORMATION

This endowment is being funded in memory of Mrs. Jeretta Kennedy Tomblin by her husband, Mr. Ken Tomblin, her son, Mr. Micah Tomblin, Palestine, Texas, Ms. Billie Kennedy, Beaumont, Texas, and Ms. Debbie Kennedy, League City, Texas. Mrs. Tomblin received her B.S. in 1992 from U. T. Tyler. She was elected to Who's Who Among Students in American Universities and Colleges.

27. U. T. Tyler: Recommendation to Accept Gift and Corporate Matching Funds to Establish The Jack and Dorothy Fay White Fellowship for Teaching Excellence.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs, the Vice Chancellor for Asset Management, and President Hamm that a \$36,000 gift from Mr. and Mrs. Jack (Dorothy) White, Tyler, Texas, and \$14,000 in corporate matching funds from the ARCO Foundation, Los Angeles, California, for a total of \$50,000 be accepted to establish The Jack and Dorothy Fay White Fellowship for Teaching Excellence at U. T. Tyler.

Income earned from the endowment will be used to supplement the salary of a faculty member at U. T. Tyler in recognition of their teaching excellence.

BACKGROUND INFORMATION

Mr. and Mrs. Jack (Dorothy) White, Tyler, Texas, are longtime supporters of U. T. Tyler and are members of the President's Associates.

28. U. T. Southwestern Medical Center - Dallas: Recommendation to Accept Gift and Accumulated Earnings to Establish the Dr. Fred Bonte Professorship in Radiology and the Dr. Jack Krohmer Professorship in Radiation Physics and Eligibility for Matching Funds Under the Texas Eminent Scholars Program.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Health Affairs, the Vice Chancellor for Asset Management, and President Wildenthal that a gift of 2,062 shares of Gilbert X-Ray Company of Texas stock, valued at \$199,993.38 from Mr. and Mrs. R. F. (Lola) Sanford, Dallas, Texas, and \$6.62 in accumulated earnings for a total of \$200,000, be accepted to establish two endowments at the U. T. Southwestern Medical Center - Dallas as follows:

- a. Of the total, \$100,000 of the gift and accumulated earnings is to be used to establish the Dr. Fred Bonte Professorship in Radiology in the Department of Radiology at the U. T. Southwestern Medical Center - Dallas
- b. The remaining \$100,000 of the gift and accumulated earnings is to be used to establish the Dr. Jack Krohmer Professorship in Radiation Physics in the Department of Radiology at the U. T. Southwestern Medical Center - Dallas.

In each case, income earned from the endowment will be used to support the Professorship.

It is further recommended that the actual income that will be earned on the \$199,993.38 gift be certified to the appropriate State authorities for matching under the Texas Eminent Scholars Program as set out in Chapter 51, Subchapter I of the Texas Education Code, when matching funds are made available under that act.

BACKGROUND INFORMATION

The Gilbert X-Ray Company of Texas, Dallas, Texas, and its President and Chief Executive Officer, Mr. R. F. Sanford, and Mrs. R. F. (Lola) Sanford, Dallas, Texas, are longtime supporters of the U. T. Southwestern Medical Center - Dallas. Through this gift, they wish to honor Drs. Fred Bonte and Jack Krohmer, former Chairman of the Department of Radiology and former Director of Radiological Physics, respectively.

See Item 1 on Page HAC - 2 related to proposed appointments to these Professorships.

29. U. T. Southwestern Medical Center - Dallas: Recommendation to Accept Gift and Pledge and Allocate Funds from the Private Fund Development Campaign to Establish (a) the Effie Marie Cain Distinguished Chair in Cancer Therapy Research and (b) the R. Wofford Cain Distinguished Chair in Bone and Joint Disease Research and Eligibility for Matching Funds Under the Texas Eminent Scholars Program.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Health Affairs, the Vice Chancellor for Asset Management, and President Wildenthal that a \$250,000 gift and a \$750,000 pledge, payable by August 31, 1997, from The Cain Foundation, Austin, Texas, for a total of \$1,000,000 be accepted to establish with equal funding (a) the Effie Marie Cain Distinguished Chair in Cancer Therapy Research and (b) the R. Wofford Cain Distinguished Chair in Bone and Joint Disease Research at the U. T. Southwestern Medical Center - Dallas.

It is further recommended that \$500,000 in matching funds be allocated from the \$25,000,000 challenge fund established by an anonymous donor as part of the Private Fund Development Campaign and used to increase the endowment for the Effie Marie Cain Distinguished Chair in Cancer Therapy Research to a total of \$1,000,000.

Similarly, it is recommended that \$500,000 in matching funds from the \$12,500,000 challenge fund established with MSRDP funds at the U. T. Southwestern Medical Center - Dallas as part of the Private Fund Development Campaign be allocated to the R. Wofford Cain Distinguished Chair in Bone and Joint Disease Research to increase that endowment to \$1,000,000.

Income earned from the endowments will be used to support the Distinguished Chairs.

It is further recommended that the actual income that will be earned on the \$250,000 gift, the \$750,000 pledge, as received, and the \$500,000 in challenge funds for the Effie Marie Cain Distinguished Chair in Cancer Therapy Research be certified to the appropriate State authorities for matching under the Texas Eminent Scholars Program as set out in Chapter 51, Subchapter I of the Texas Education Code, when matching funds are made available under that act.

BACKGROUND INFORMATION

The Cain Foundation, Austin, Texas, was established in 1952 by Mrs. Effie Cain and the late Mr. Wofford Cain, Dallas, Texas. Mr. Cain was a leading oil explorer and producer. The Cain Foundation has been a major supporter of higher education in Texas, making numerous gifts in particular to the U. T. Southwestern Medical Center - Dallas and U. T. Austin.

See Item 1 on Page HAC - 2 related to proposed appointments to these Distinguished Chairs.

30. U. T. Southwestern Medical Center - Dallas: Report on Final Distributions from the Estate of Beatrice M. Elias and The Beatrice and Miguel Elias Charitable Trust, New York, New York, and Recommendation to Accept Transfer of Funds to Establish the Beatrice and Miguel Elias Distinguished Chair in Biomedical Science.--

REPORT AND RECOMMENDATION

The Chancellor reports that the final distributions from the Estate of Beatrice M. Elias and The Beatrice and Miguel Elias Charitable Trust, both of New York, New York, have been received for a total in excess of \$2,180,000 for the benefit of the U. T. Southwestern Medical Center - Dallas. Such monies are to be held in a nonendowed fund known as the Beatrice M. and Miguel G. Elias Fund and used for research at the U. T. Southwestern Medical Center - Dallas.

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Health Affairs, the Vice Chancellor for Asset Management, and President Wildenthal that a \$1,000,000 transfer of previously reported funds from the nonendowed Beatrice M. and Miguel G. Elias Fund be accepted to establish a quasi-endowment at the U. T. Southwestern Medical Center - Dallas to be named the Beatrice and Miguel Elias Distinguished Chair in Biomedical Science.

Income earned from the endowment will be used to support the Distinguished Chair.

BACKGROUND INFORMATION

At the April 1989 meeting of the U. T. Board of Regents, specific and residual bequests from the Estate of Beatrice M. Elias, New York, New York, were accepted for the benefit of the U. T. Southwestern Medical Center - Dallas with a final report to be submitted later. A portion of these funds is now being used to establish this endowment in memory of Mrs. Elias, a prominent member of the Dallas community prior to relocating to New York, and her husband, Miguel G. Elias, M.D.

See Item 1 on Page HAC - 2 related to a proposed appointment to this Distinguished Chair.

31. U. T. Southwestern Medical Center - Dallas: Recommendation to Accept Gift and Pledge and Allocate Funds from the Private Fund Development Campaign to Establish the Earl A. Forsythe Distinguished Professorship in Biomedical Science and Eligibility for Matching Funds Under the Texas Eminent Scholars Program.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Health Affairs, the Vice Chancellor for Asset Management, and President Wildenthal that a \$25,000 gift and a \$100,000 pledge, payable by December 31, 1997, from the Gaston Episcopal Hospital Foundation, Dallas, Texas, for a total of \$125,000 be accepted to establish the Earl A. Forsythe Distinguished Professorship in Biomedical Science at the U. T. Southwestern Medical Center - Dallas.

It is further recommended that \$125,000 be allocated from the \$25,000,000 challenge fund established by an anonymous donor as part of the Private Fund Development Campaign and used to increase the endowment to a total of \$250,000.

Income earned from the endowment will be used to support the Distinguished Professorship.

It is further recommended that the actual income that will be earned on the \$25,000 gift, the \$100,000 pledge, as received, and the \$125,000 in challenge funds be certified to the appropriate State authorities for matching under the Texas Eminent Scholars Program as set out in Chapter 51, Subchapter I of the Texas Education Code, when matching funds are made available under that act.

BACKGROUND INFORMATION

The Gaston Episcopal Hospital Foundation, Dallas, Texas, provides support to various health-related causes. Its Board is funding this endowment in honor of one of its members, Mr. Earl A. Forsythe, Dallas, Texas, an outstanding attorney and community leader in Dallas for the past six decades.

32. U. T. Southwestern Medical Center - Dallas: Recommendation to Accept Pledges and Allocate Funds from the Private Fund Development Campaign to Establish the Jonsson-Rogers Chair in Cardiology and Eligibility for Matching Funds Under the Texas Eminent Scholars Program.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Health Affairs, the Vice Chancellor for Asset Management, and President Wildenthal that pledges of \$125,000, payable by August 31, 1996, from each of Mr. Erik Jonsson, Mr. and Mrs. Robert (Margaret) Rogers, and

Mr. and Mrs. Ralph (Mary Nell) Rogers, all of Dallas, Texas, for a total of \$375,000 be accepted to establish the Jonsson-Rogers Chair in Cardiology at the U. T. Southwestern Medical Center - Dallas.

It is further recommended that \$375,000 be allocated from the \$12,500,000 challenge fund established with MSRDP funds at the U. T. Southwestern Medical Center - Dallas as part of the Private Fund Development Campaign and used to increase the endowment to a total of \$750,000.

Income earned from the endowment will be used to support the Chair.

It is further recommended that the actual income that will be earned on the \$375,000 pledge, as received, be certified to the appropriate State authorities for matching under the Texas Eminent Scholars Program as set out in Chapter 51, Subchapter I of the Texas Education Code, when matching funds are made available under that act.

BACKGROUND INFORMATION

Mr. Erik Jonsson, Dallas, Texas, and Mr. and Mrs. Ralph (Mary Nell) Rogers, Dallas, Texas, are distinguished civic leaders and long-standing supporters of the U. T. Southwestern Medical Center - Dallas. The Rogers' son, Robert, is married to Mr. Jonsson's daughter, Margaret, and the younger generation couple is following in their parents' footsteps as community leaders and philanthropists. They are joining together to establish this Chair.

See Item 1 on Page HAC - 2 related to a proposed appointment to this Chair.

33. U. T. Southwestern Medical Center - Dallas: Recommendation to Accept Pledge and Allocate Funds from the Private Fund Development Campaign to Establish the Audre Newman Rapoport Distinguished Chair in Pediatric Endocrinology and Eligibility for Matching Funds Under the Texas Eminent Scholars Program.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Health Affairs, the Vice Chancellor for Asset Management, and President Wildenthal that a \$500,000 pledge, payable by January 31, 1996, from The Bernard and Audre Rapoport Foundation, Waco, Texas, be accepted to establish the Audre Newman Rapoport Distinguished Chair in Pediatric Endocrinology at the U. T. Southwestern Medical Center - Dallas.

It is further recommended that \$500,000 be allocated from the \$25,000,000 challenge fund established by an anonymous donor as part of the Private Fund Development Campaign and used to increase the endowment to a total of \$1,000,000.

Income earned from the endowment will be used to support the Distinguished Chair.

It is further recommended that the actual income that will be earned on the \$500,000 pledge, as received, and the \$500,000 in challenge funds be certified to the appropriate State authorities for matching under the Texas Eminent Scholars Program as set out in Chapter 51, Subchapter I of the Texas Education Code, when matching funds are made available under that act.

BACKGROUND INFORMATION

Mr. and Mrs. Bernard (Audre) Rapoport, Waco, Texas, are Trustees of The Bernard and Audre Rapoport Foundation, Waco, Texas. The Rapoport family are leading supporters of the U. T. System and of higher education and research in Texas and the nation. Mr. Rapoport has been a member of the U. T. Board of Regents since 1991, and its Chairman since 1993.

See Item 1 on Page HAC - 2 related to a proposed appointment to this Distinguished Chair.

34. U. T. Medical Branch - Galveston: Recommendation to Accept Gift to Establish The Antonio George Kantis Memorial Scholarship for Students in the School of Medicine.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Health Affairs, the Vice Chancellor for Asset Management, and President James that a \$10,000 gift from Mrs. Sofia A. Kantis, Houston, Texas, be accepted to establish The Antonio George Kantis Memorial Scholarship for Students in the School of Medicine at the U. T. Medical Branch - Galveston.

Income earned from the endowment will be used to support outstanding students enrolled in the U. T. Medical School - Galveston, based on financial need.

BACKGROUND INFORMATION

This endowment is being funded in memory of Mr. Antonio George Kantis by his wife, Mrs. Sofia A. Kantis, Houston, Texas. Both Mr. and Mrs. Kantis were born in Greece. Mrs. Kantis was a nurse and Mr. Kantis was to attend medical school but lacked adequate financial support. After becoming successful business people and moving to the U. S., they committed themselves to aiding students in need and have anonymously supported medical students in the U. S. and Europe for over twenty years.

35. U. T. Medical Branch - Galveston: Recommendation to Accept Transfer of Funds to Establish The David Weeks Chair in Ophthalmology Endowment Fund.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Health Affairs, the Vice Chancellor for Asset Management, and President James that a \$300,000 transfer of MSRDP funds from the Department of Ophthalmology and Visual Sciences be accepted to establish an endowment at the U. T. Medical Branch - Galveston to be named The David Weeks Chair in Ophthalmology Endowment Fund.

Income earned from the endowment will be reinvested in the corpus of the endowment until the total endowment reaches \$500,000 at which time a request will be made to redesignate the endowment as a chair.

BACKGROUND INFORMATION

This endowment is being funded in honor of Mr. David Weeks of Ho Ho Kus, New Jersey, who is President, Chief Executive Officer, and one of the founders of Research to Prevent Blindness, Inc., New York, New York, as well as one of the founders of the National Eye Institute, Bethesda, Maryland. These two organizations rank first and second in research support to the Visual Sciences. It is anticipated that sufficient additional gifts will be solicited and received during the next five years to bring the endowment to the \$500,000 minimum funding required for a chair.

Since this endowment is funded with MSRDP funds, it will be held as "funds functioning as endowment" for accounting purposes.

36. U. T. Health Science Center - Houston: Roger J. Bulger Professorship in Health Sciences - Recommendation to Redesignate as The Roger J. Bulger Visiting Lecture Series in the Health Sciences.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Health Affairs, the Vice Chancellor for Asset Management, and President Low that the Roger J. Bulger Professorship in Health Sciences at the U. T. Health Science Center - Houston be redesignated as The Roger J. Bulger Visiting Lecture Series in the Health Sciences.

BACKGROUND INFORMATION

The Roger J. Bulger Professorship in Health Sciences was established at the February 1988 meeting of the U. T. Board of Regents. This redesignation will make possible the annual visit of a nationally prominent individual to the U. T. Health Science Center - Houston, the aim of which is to enlighten the community on health-related problems and their impact on society. This endowment will continue to honor Dr. Roger Bulger, past President of the U. T. Health Science Center - Houston and current President and Chief Executive Officer of the Association of Academic Health Centers, Washington, D. C.

37. U. T. Health Science Center - Houston: Recommendation to Establish the Adrien and Gladys Drouilhet Lecture Series in Ophthalmology.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Health Affairs, the Vice Chancellor for Asset Management, and President Low that the Adrien and Gladys Drouilhet Lecture Series in Ophthalmology at the U. T. Health Science Center - Houston be established. The funds for the endowment will be held and administered by the Hermann Eye Fund, Houston, Texas (an external foundation).

BACKGROUND INFORMATION

The Adrien and Gladys Drouilhet Lecture Series in Ophthalmology is being funded with a \$25,500 gift from John H. Drouilhet, M.D., Honolulu, Hawaii, and Adrien F. Drouilhet, III, M.Ed., Goliad, Texas, and \$12,750 from the Hermann Eye Fund, Houston, Texas, for a total endowment of \$38,250.

38. U. T. Health Science Center - Houston: Recommendation to Establish the Joe M. Green, Jr. Distinguished Professorship in Ophthalmology.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Health Affairs, the Vice Chancellor for Asset Management, and President Low that the Joe M. Green, Jr. Distinguished Professorship in Ophthalmology at the U. T. Health Science Center - Houston be established. Funds for the endowment will be held and administered by the Hermann Eye Fund, Houston, Texas (an external foundation).

BACKGROUND INFORMATION

The Joe M. Green, Jr. Distinguished Professorship in Ophthalmology is being funded with \$140,000 in gifts from the Rockwell Fund, Inc., Houston, Texas, \$60,000 in gifts from the Hermann Eye Fund, Houston, Texas, and pledges totalling \$50,000, payable by June 30, 1995, from the Rockwell Fund, Inc. and the Hermann Eye Fund for a total of \$250,000.

Mr. Joe M. Green, Jr., Houston, Texas, a civic leader in the Houston community prior to his death in January 1993, was the longtime President of the Rockwell Fund, Inc. The Rockwell Fund, Inc. is a charitable foundation, which was created in 1931 under the terms of the Will of Mr. Green's uncle, James M. Rockwell.

39. U. T. Health Science Center - Houston: The Bernice Weingarten Distinguished Professorship in Ophthalmology - Recommendation to Redesignate as The Bernice Weingarten Chair in Ophthalmology.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Health Affairs, the Vice Chancellor for Asset Management, and President Low that The Bernice Weingarten Distinguished Professorship in Ophthalmology be redesignated as The Bernice Weingarten Chair in Ophthalmology at the U. T. Health Science Center - Houston. The funds for the endowment will continue to be held and administered by the Hermann Eye Fund, Houston, Texas (an external foundation).

BACKGROUND INFORMATION

The Bernice Weingarten Distinguished Professorship in Ophthalmology was established at the August 1992 meeting of the U. T. Board of Regents with a \$250,000 gift from Ms. Bernice Weingarten, Houston, Texas. Additional funds in the amount of \$77,288 from the Abe and Rae Weingarten Fund, Houston, Texas, and \$38,644 from the Hermann Eye Fund, Houston, Texas, for a total of \$115,932 have been added to the corpus of the endowment for a total of \$500,000.

40. U. T. Health Science Center - Houston: Recommendation to Accept Gift to Establish the James T. Willerson, M.D., Endowed Lecture Series.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Health Affairs, the Vice Chancellor for Asset Management, and President Low that a gift of 585 shares of Valero Energy Corporation common stock, valued at

\$10,164.38, from Mr. and Mrs. John Edward (Martha H.) Tyson, Houston, Texas, be accepted to establish an endowment at the U. T. Health Science Center - Houston to be named the James T. Willerson, M.D., Endowed Lecture Series.

Income earned from the endowment will be used to provide resources to bring guest lecturers in the field of cardiology to the U. T. Medical School - Houston.

BACKGROUND INFORMATION

This endowment is being funded in honor of James T. Willerson, M.D., Houston, Texas, Chairman of the Department of Internal Medicine in the U. T. Medical School - Houston, by a grateful patient, Mr. John Edward Tyson, and his wife, Mrs. Martha H. Tyson, Houston, Texas.

41. U. T. Health Science Center - San Antonio: Distinguished Professorship in Psychiatry - Recommendation to Accept Additional Transfer of Funds and Redesignate as the Chair in Psychiatry.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Health Affairs, the Vice Chancellor for Asset Management, and President Howe that a \$350,000 transfer of restricted funds be accepted for addition to the Distinguished Professorship in Psychiatry at the U. T. Health Science Center - San Antonio. This contribution will increase the endowment to a total of \$600,000, and it is recommended that the Distinguished Professorship be redesignated as the Chair in Psychiatry.

BACKGROUND INFORMATION

The Distinguished Professorship in Psychiatry was established at the December 1984 meeting of the U. T. Board of Regents with a transfer of funds totalling \$250,000 from the Department of Psychiatry's Medical Service, Research and Development Plan funds at the U. T. Health Science Center - San Antonio.

Since this endowment is funded with MSRDP funds, it will be held as "funds functioning as endowment" for accounting purposes.

42. U. T. M.D. Anderson Cancer Center: Roy M. and Phyllis Gough Huffington Chair in Laser Sciences - Recommendation to Redesignate as the Roy M. and Phyllis Gough Huffington Chair in Urologic Oncology.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Health Affairs, the Vice Chancellor for Asset Management, and President LeMaistre that the Roy M. and Phyllis Gough Huffington Chair in Laser Sciences at the U. T. M.D. Anderson Cancer Center be redesignated as the Roy M. and Phyllis Gough Huffington Chair in Urologic Oncology.

This redesignation is being requested with the concurrence of the donor.

BACKGROUND INFORMATION

The Roy M. and Phyllis Gough Huffington Chair in Laser Sciences was established at the February 1988 meeting of the U. T. Board of Regents. Mr. and Mrs. Roy M. (Phyllis) Huffington, Houston, Texas, have been longtime supporters of the U. T. M.D. Anderson Cancer Center.

See Item 5 on Page HAC - 7 related to a proposed appointment to this Chair.

IV. INTELLECTUAL PROPERTY MATTERS

U. T. M.D. Anderson Cancer Center: Recommendation to Approve Patent and Technology License and Stockholder Agreements with Intron Therapeutics, Inc., Austin, Texas; Request for Approval to Accept Stock; and Request to Assign a Portion Thereof to Jack A. Roth, M.D., Houston, Texas.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Health Affairs and President LeMaistre that the U. T. Board of Regents:

- a. Approve the Patent and Technology License Agreement and the Stockholder Agreement set out on Pages AMC 37 - 80 among the U. T. Board of Regents, the U. T. M.D. Anderson Cancer Center, and Intron Therapeutics, Inc., Austin, Texas
- b. Approve the acceptance of stock in Intron Therapeutics, Inc. by the U. T. Board of Regents for the benefit of the U. T. M.D. Anderson Cancer Center

- c. Approve the assignment of stock in Intron Therapeutics, Inc. to faculty member Jack A. Roth, M.D., at the U. T. M.D. Anderson Cancer Center.

BACKGROUND INFORMATION

Intron Therapeutics, Inc. (referred to herein as "Intron" notwithstanding that Intron changed its name to "Introgen Therapeutics, Inc." after execution of the subject agreements) is a Delaware Corporation with principal offices in Austin, Texas. Intron develops and commercializes diagnostic kits and therapies for human cancers. Under the Patent and Technology License Agreement (License Agreement), Intron is granted a royalty-bearing, exclusive, worldwide license to make, have made, use or sell diagnostic and therapeutic products and procedures incorporating gene therapy technologies developed by Dr. Roth of the U. T. M.D. Anderson Cancer Center. Intron will pay U. T. M.D. Anderson Cancer Center royalties equal to one and one-half percent (1½%) of net sales and advance payments received by Intron from sublicensees. In addition, Intron will issue to the U. T. Board of Regents for the benefit of the U. T. M.D. Anderson Cancer Center 1,207,914 shares of the common stock of Intron so that the U. T. Board of Regents will own twenty-four percent (24%) of the total shares issued to date. The Stockholder Agreement places certain restrictions on the disposition of the shares and sets forth the U. T. Board of Regents' rights as a shareholder. Dr. Roth will serve as Chairman of the Scientific Advisory Board of Intron.

Pursuant to the Regents' Rules and Regulations, Part Two, Chapter XII, Subsection 6.1, the U. T. Board of Regents may share a portion of the Intron stock with Dr. Roth. Accordingly, the Stock Assignment Agreement assigns and transfers to Dr. Roth 603,957 shares of Intron stock which is one-half (½) of the total shares acquired by the U. T. Board of Regents.

The proposed agreements are the type contemplated by Section 51.912, Texas Education Code, and corresponding provisions of the U. T. System Intellectual Property Policy. Pursuant to the Regents' Rules and Regulations, Part Two, Chapter XII, Section 6, the U. T. Board of Regents' approval is necessary for the U. T. M.D. Anderson Cancer Center's and Dr. Roth's equity ownership in Intron concurrent with approval of the proposed License Agreement and Stockholder Agreement.

PATENT AND TECHNOLOGY LICENSE AGREEMENT

THIS AGREEMENT ("AGREEMENT") is made by and between the BOARD OF REGENTS ("BOARD") of THE UNIVERSITY OF TEXAS SYSTEM ("SYSTEM"), an agency of the State of Texas, whose address is 201 West 7th Street, Austin, Texas 78701, THE UNIVERSITY OF TEXAS M.D. ANDERSON CANCER CENTER ("MDA"), a component institution of the SYSTEM and INTRON THERAPEUTICS, INC., a Texas corporation having a principal place of business located at 301 Congress, Suite 2025, Austin, Texas 78701 ("LICENSEE").

RECITALS

- A. BOARD owns certain PATENT RIGHTS and TECHNOLOGY RIGHTS related to LICENSED SUBJECT MATTER, which were developed at MDA, a component institution of the SYSTEM.
- B. BOARD desires to have the LICENSED SUBJECT MATTER developed and used for the benefit of LICENSEE, the inventor, BOARD, and the public as outlined in the Intellectual Property Policy promulgated by the BOARD.
- C. The LICENSED SUBJECT MATTER was the subject of an OPTION AGREEMENT between MDA and the Texas Biomedical Development Partners ("TBDP"), dated December 15, 1992, a copy of which is attached hereto as Exhibit 1 for approval by BOARD, granting TBDP the option to negotiate a license from BOARD to the LICENSED SUBJECT MATTER in consideration for an option fee and commitment of research support.
- D. TBDP exercised its option under the OPTION AGREEMENT in a timely manner by virtue of the letter dated June 17, 1993, a copy of which is attached hereto as Exhibit 2 for approval by BOARD, and further assigned TBDP's right and obligations under the OPTION AGREEMENT (Exhibit 1) to LICENSEE, thereby granting permission to BOARD to execute this LICENSE AGREEMENT with LICENSEE.
- E. The LICENSED SUBJECT MATTER was also the subject of SPONSORED RESEARCH AGREEMENTS between MDA and the TBDP, entitled "Development of Therapeutic Treatment and Prevention of Lung Cancer" (SR93-04) and "Clinical Protocol for Modification of Oncogene and Tumor Suppressor Gene Expression in Nori-Small Cell Lung Cancer (CS93-27), respectively, and a copy of each is attached hereto as Exhibits 3 and 4 (the "RESEARCH AGREEMENTS").
- F. The RESEARCH AGREEMENTS have been assigned by TBDP to LICENSEE by virtue of a letter dated November 26, 1993, a copy of which is attached hereto as Exhibit 5 for approval by BOARD.

G. LICENSEE is a company which was formed to develop and commercially exploit the inventions of LICENSED SUBJECT MATTER, and LICENSEE, therefore, wishes to obtain a license from BOARD to practice LICENSED SUBJECT MATTER.

NOW, THEREFORE, in consideration of the mutual covenants and premises herein contained, the parties hereto agree as follows:

I. EFFECTIVE DATE

1.1 This AGREEMENT shall be effective as of July 20, 1994 ("EFFECTIVE DATE"), subject to approval by BOARD.

II. DEFINITIONS

As used in this AGREEMENT, the following terms shall have the meanings indicated:

- 2.1 LICENSED FIELD shall mean all fields of use of the LICENSED SUBJECT MATTER.
- 2.2 LICENSED SUBJECT MATTER shall mean inventions and discoveries covered by PATENT RIGHTS or TECHNOLOGY RIGHTS within LICENSED FIELD.
- 2.3 PATENT RIGHTS shall mean any and all rights of BOARD in and to:
- (a) the patents and patent applications described in Schedule A hereto (the "Existing Patent Rights") and all patents anywhere in the world issuing thereon;
 - (b) any patent or patent application of any kind anywhere in the world that claims or discloses any invention that is claimed in any of the Existing Patent Rights, or that takes priority from an application within the Existing Patent Rights or derives from an application from which any of the Existing Patent Rights derived;
 - (c) all divisions, continuations, continuations-in-part, patents of addition, patents, substitutions, registrations, reissues, reexaminations or extensions of any kind with respect to any of the applications and patents described in (a) or (b) above. From time to time during the term of this AGREEMENT, upon request by either party, LICENSEE and BOARD shall promptly update Schedule A hereto to include all patent applications and patents that are then within the PATENT RIGHTS.
- 2.4 TECHNOLOGY RIGHTS shall mean BOARD's rights in any technical information, know-how, process, procedure, composition, biological materials, device, method, formula, protocol, technique, software, design, drawing or data relating to LICENSED FIELD and made or developed by Dr. Jack A. Roth or others working in his lab or under his

supervision or direction, whether or not covered by PATENT RIGHTS, which is reasonably necessary for practicing an invention at any time covered by PATENT RIGHTS.

- 2.5 LICENSED PRODUCT shall mean any product, component or material the manufacture, use or sale of which would infringe a VALID CLAIM.
- 2.6 LICENSED TERRITORY shall mean the entire world.
- 2.7 SALE or sold shall mean the transfer or disposition of a LICENSED PRODUCT for value to a party other than LICENSEE or an AFFILIATE, which transfer or disposition would, but for the rights and license granted hereunder, infringe a VALID CLAIM in the country for which such LICENSED PRODUCT is transferred or disposed.
- 2.8 NET SALES shall mean the gross revenues received by LICENSEE, its AFFILIATES or SUBLICENSEES, from the SALE of LICENSED PRODUCTS less sales and/or use taxes actually paid, import and/or export duties actually paid, outbound transportation prepaid or allowed, and amounts allowed or credited due to returns (not to exceed the original billing or invoice amount).
- 2.9 AFFILIATE shall mean any business entity more than 50% owned by LICENSEE, or any business entity that is more than 50% owned by a business entity that owns more than 50% of LICENSEE.
- 2.10 VALID CLAIM shall mean either (a) a claim of an issued and unexpired patent included within the PATENT RIGHTS, which has not been held unenforceable, unpatentable or invalid by a court or other governmental agency of competent jurisdiction, and which has not been admitted to be invalid or unenforceable through reissue, disclaimer or otherwise, or (b) a pending claim in a patent application within the PATENT RIGHTS, provided that if such pending claim has not issued as a claim or an issued patent within the PATENT RIGHTS within three (3) years after the filing date from which such patent application takes priority, such pending claim shall not be a VALID CLAIM for purposes of this AGREEMENT unless and until, subsequent to such three (3) year period, such pending claim is issued as a claim of an issued and unexpired patent included within the PATENT RIGHTS as set forth in (a) above. In the event that a claim of an issued and unexpired patent within the PATENT RIGHTS is held by a court or other governmental agency of competent jurisdiction to be unenforceable, unpatentable or invalid, and such holding is reversed on appeal by a higher court or agency of competent jurisdiction, such claim shall be reinstated thereafter as a VALID CLAIM hereunder.
- 2.11 SUBLICENSEE shall mean any third party to whom LICENSEE has granted a sublicense under the PATENT RIGHTS to make and sell LICENSED PRODUCTS, with respect to LICENSED PRODUCTS made and sold by such SUBLICENSEE. As used herein, "SUBLICENSEE" shall also mean a third party to whom LICENSEE has granted the

exclusive right to distribute LICENSED PRODUCTS supplied by LICENSEE, provided that such third party is responsible for all marketing and promotion of the subject LICENSED PRODUCTS within its exclusive territory.

III. WARRANTY: SUPERIOR-RIGHTS

- 3.1 Except for the rights, if any, of the Government of the United States as set forth hereinbelow, BOARD represents and warrants its belief that it is the owner of the entire right, title, and interest in and to LICENSED SUBJECT MATTER, and that it has the sole right to grant licenses thereunder, and that it has not granted licenses thereunder to any other entity that would restrict rights granted hereunder except as stated herein. In addition, BOARD represents and warrants that it owns and will own all right, title and interest in and to the patent applications listed in Exhibit A as of the Effective Date, and all patents that will issue thereon; and that the patents listed on Exhibit A comprise all patents and applications owned by BOARD or MDA that claim inventions of any of the inventors listed therein which pertain to the p53 gene or K-ras or gene therapy.
- 3.2 LICENSEE understands that the LICENSED SUBJECT MATTER may have been developed under a funding agreement with the Government of the United States of America and, if so, that the Government may have certain rights relative thereto. This AGREEMENT is explicitly made subject to the Government's rights under any such agreement and any applicable law or regulation, including P.L. 96-517 as amended by P.L. 98-620. To the extent that there is a conflict between any such agreement, applicable law or regulation and this Agreement, the terms of such Government agreement, applicable law or regulation shall prevail.
- 3.3 BOARD, by this AGREEMENT, makes no representation as to the patentability, validity, and/or breadth of the inventions contained in the PATENT RIGHTS. BOARD, by this AGREEMENT, makes no representation as to whether there are any patents now held, or which will be held, by others or by BOARD in the LICENSED FIELD, nor does BOARD make any representation that the inventions contained in PATENT RIGHTS do not infringe any other patents now held or that will be held by others or by BOARD.

IV. LICENSE

- 4.1 BOARD hereby grants to LICENSEE a royalty-bearing, exclusive license under the LICENSED SUBJECT MATTER to manufacture, have manufactured, use and/or sell LICENSED PRODUCTS, to practice any method, process or procedure and to otherwise exploit the LICENSED SUBJECT MATTER, within LICENSED TERRITORY for use within LICENSED FIELD. Subject to Paragraph 5.8 herein, such license shall extend to BOARD's undivided interest in any LICENSED SUBJECT MATTER developed during the term of this AGREEMENT and jointly owned by BOARD and LICENSEE. This grant shall be subject to Paragraph 3.2, hereinabove, the payment by LICENSEE to BOARD of all

consideration as provided in this AGREEMENT, including the timely payment of all amounts due during the term of this Agreement under any sponsored research agreement covering the Licensed Subject Matter between MDA and LICENSEE (including but not limited to the RESEARCH AGREEMENTS, reimbursement of MDA's patent expenses as set forth in Paragraph 5.7 below, and shall be further subject to rights retained by BOARD and MDA to:

- (a) Publish the general scientific findings from research related to LICENSED SUBJECT MATTER; and
- (b) Use any information contained in LICENSED SUBJECT MATTER for research, teaching, patient care, and other educationally-related purposes.

Notwithstanding the foregoing, the license granted in this Section 4.1 under TECHNOLOGY RIGHTS not covered by any PATENT RIGHTS shall be non-exclusive for all applications that do not pertain in any way to the p53 gene, the k-ras gene, or mutations thereof, the genetic or functional inhibition or promotion thereof; the translation or transcription pathways of such genes or mutations thereof, or any protein or molecule expressed by such genes or mutations thereof.

- 4.2 LICENSEE shall have the right to extend the license granted herein to any AFFILIATE provided that such AFFILIATE consents in writing, with copy to BOARD, to be bound by this AGREEMENT to the same extent as LICENSEE.
- 4.3 The license granted under Paragraph 4.1 above shall include the rights to grant and authorize sublicenses within the scope of the right and license granted to LICENSEE. LICENSEE shall monitor the operations of its SUBLICENSEES in connection with the obligations of LICENSEE pursuant to this AGREEMENT, and shall use reasonable efforts to ensure that such SUBLICENSEES comply fully with such obligations. LICENSEE shall promptly inform BOARD of the name and address of each such SUBLICENSEE, and subject to any obligations of confidentiality to the SUBLICENSEE, shall provide MDA a copy of the sublicense agreement.

V. PAYMENTS AND REPORTS

- 5.1 In consideration of rights granted by BOARD to LICENSEE under this AGREEMENT, LICENSEE agrees to pay MDA the following:
 - (a) One and one half percent (1.5%) of NET SALES attributed to SALES of LICENSED PRODUCTS by LICENSEE, AFFILIATES and SUBLICENSEES; and
 - (b) For any advance payment received by LICENSEE from a third party pursuant to a sublicense, marketing, distribution, or franchise agreement, other than amounts paid

to LICENSEE in reimbursement of development or other costs, as provided for in Article 4.3 hereof and which is creditable against future royalties to be received by LICENSEE: one and one half percent (1.5%) of said advance payment.

- (c) LICENSEE will not be obligated to pay MDA any portion of any advanced payment received by LICENSEE from a third party that is not creditable against future running royalties to be received by LICENSEE.
- (d) If LICENSEE desires to fund sponsored research, and particularly where LICENSEE receives R&D money in lieu of or in addition to royalty revenues pursuant to a sublicense, LICENSEE shall give good faith consideration to funding such proposals at MDA.

5.2 In the event that more than one patent within the PATENT RIGHTS is applicable to any LICENSED PRODUCT subject to royalties under this Article V, then only one royalty shall be paid to MDA in respect of such quantity of the LICENSED PRODUCTS and in any event no more than one royalty will be payable hereunder with respect to any particular LICENSED PRODUCT unit. In addition:

- (a) No royalty shall be payable under Paragraph 5.1 above with respect to the SALE of LICENSED PRODUCTS between or among LICENSEE, AFFILIATES and SUBLICENSEES, provided that such LICENSED PRODUCTS are to be resold to unrelated third parties, or with respect to any fees or other payments paid between or among LICENSEE and AFFILIATES; nor shall a royalty be payable under Paragraph 5.1 with respect to SALES of LICENSED PRODUCTS for use in clinical trials or as samples.
- (b) In the event that a LICENSED PRODUCT is sold in combination as a single product, or in a kit, with another product or component and no royalty would be due hereunder on the sale of such other product or component alone, then NET SALES from such combination sales for purposes of calculating the amounts due under this Article V shall be as reasonably allocated by LICENSEE between such LICENSED PRODUCT and such other product or components, based upon their relative importance and proprietary protection as commercially reasonable.

5.3 During the Term of this AGREEMENT and for one (1) year thereafter, LICENSEE shall keep complete and accurate records of its SALES and NET SALES of LICENSED PRODUCTS and other income subject to royalties hereunder and all revenues received from all SUBLICENSEES to enable the royalties payable hereunder to be determined. LICENSEE shall permit BOARD or its representatives, at BOARD's expense, to periodically examine its books, ledgers, and records during regular business hours for the purpose of and to the extent that the amounts due to BOARD are determined to have been underpaid

LICENSEE shall pay the cost of such examination, and accrued interest at the highest allowable rate.

- 5.4 Within thirty (30) days after March 31, June 30, September 30, and December 31, LICENSEE shall deliver to BOARD and MDA a true and accurate report, giving such particulars of the business conducted, if any, by LICENSEE, including all revenues received from all SUBLICENSEES, during the preceding three (3) calendar months under this AGREEMENT as are pertinent to an account for payments hereunder. Such report shall include at least (a) the quantities of LICENSED SUBJECT MATTER that it has produced; (b) the total SALES, (c) the calculation of royalties thereon; and (d) the total royalties so computed and due BOARD. Simultaneously with the delivery of each such report, LICENSEE shall pay to BOARD the amount, if any, due for the period of such report. If no payments are due, it shall be so reported.
- 5.5 Upon the request of BOARD or MDA but not more often than once per calendar year, LICENSEE shall deliver to BOARD and MDA a written report as to LICENSEE's efforts and accomplishments during the preceding year in commercializing LICENSED SUBJECT MATTER in various parts of the LICENSED TERRITORY and its commercialization plans for the upcoming year.
- 5.6 All amounts payable hereunder by LICENSEE shall be payable in United States funds. Checks shall be made payable to The University of Texas M.D. Anderson Cancer Center. Any withholding or other tax that LICENSEE, an AFFILIATE, or a SUBLICENSEE are required by law to withhold shall be deducted from royalties owing to MDA hereunder and promptly paid to the taxing authority. If royalties paid to LICENSEE or an AFFILIATE by a SUBLICENSEE on NET SALES of LICENSED PRODUCTS are reduced for withholding or similar taxes, LICENSEE may deduct a portion of such tax from the royalties payable to UNIVERSITY with respect to such Net Sales; the portion to be so deducted shall equal the amount of the tax multiplied by the fraction B/A, where "A" equals the gross royalty payable to LICENSEE on such Net Sales prior to the withholding or similar tax, and "B" equals the gross royalty payable to UNIVERSITY on such Net Sales prior to the reduction under this Section 5.6. In regard to any tax so deducted, LICENSEE shall furnish UNIVERSITY with proper evidence of the taxes paid. In the event that LICENSEE realizes a reduction in its U.S. tax liability by reason of a foreign tax credit with respect to withholding taxes so deducted from royalties payable to MDA hereunder, LICENSEE shall pay to MDA the amount of such reduction in its U.S. tax liability.
- 5.7 LICENSEE shall reimburse MDA for all of its out-of-pocket expenses thus far incurred in filing, prosecuting, enforcing and maintaining PATENT RIGHTS exclusively licensed hereunder and which were not already reimbursed pursuant to the Option Agreement in Exhibit I hereto, and shall pay all such future expenses so long as and in such countries as its license remains exclusive. In the event that LICENSEE notifies MDA that it does not wish to reimburse further expenses of prosecuting or maintaining any application or patent

within the PATENT RIGHTS in any country, LICENSEE shall not be responsible for any such expenses with respect to such application or patent after MDA's receipt of such notice, and LICENSEE's license under Paragraph 4.1 above shall become nonexclusive with respect to such application (and any patent issuing thereon) or patent in such country. MDA will invoice LICENSEE on a quarterly basis beginning October 1, 1994, with such invoices being due and payable within thirty (30) days thereafter.

- 5.8 No payments due or royalty rates under this AGREEMENT shall be reduced as the result of co-ownership of LICENSED SUBJECT MATTER by BOARD and LICENSEE.
- 5.9 It is understood that royalties shall be due under 5.1(a) above only on SALES of LICENSED PRODUCTS, the SALE of which would, but for the license granted herein, infringe a VALID CLAIM in the country for which such LICENSED PRODUCT is SOLD. However, if the SALE of a LICENSED PRODUCT would infringe a VALID CLAIM in the United States, Japan and at least four (4) Major Countries in Europe, LICENSEE shall pay royalties hereunder on all sales of such LICENSED PRODUCT in any country, regardless of whether the sale of such product in such country would infringe a VALID CLAIM. As used herein, "Major Countries" shall mean the United Kingdom, France, Germany, Spain, Italy, Sweden and Switzerland.
- 5.10 Effective upon written notice to MDA, LICENSEE may convert the license granted to LICENSEE under Paragraph 4.1 with respect to any patent or application within the PATENT RIGHTS to a non-exclusive license. Following such notice, the amounts to be paid to MDA under Paragraph 5.1 above with respect to any VALID CLAIMS within such patent or application, after any other adjustment under this AGREEMENT, shall be reduced by one-half.

VI. PATENTS AND INVENTIONS

- 6.1 If after consultation with LICENSEE it is agreed by BOARD and LICENSEE that a new patent application should be filed for LICENSED SUBJECT MATTER, BOARD will prepare and file appropriate patent applications, and LICENSEE will pay the cost of searching, preparing, filing, prosecuting and maintaining same, subject to Paragraph 5.7 above. BOARD shall provide LICENSEE with a copy of the new patent application for which LICENSEE has paid the cost of filing, as well as copies of any documents received or filed during prosecution thereof. BOARD shall consult with LICENSEE in a timely manner concerning (i) scope and content of all patent applications within the PATENT RIGHTS prior to filing such patent applications, and (ii) content of and proposed responses to official actions of the United States Patent and Trademark Office and foreign patent offices during prosecution of any patent applications within the PATENT RIGHTS. For purposes of this Paragraph 6.1, "timely" shall mean sufficiently in advance of any decision by BOARD or any deadline imposed upon written response by BOARD so as to allow LICENSEE to meaningfully review such decision or written response and also provide

comments to BOARD in advance of such decision or deadline to allow comments of LICENSEE respect to the PATENT RIGHTS to be considered and incorporated into BOARD's decision or written response.

- 6.2 With respect to the filing of any patent application within the PATENT RIGHTS, or the prosecution of any patent application within the PATENT RIGHTS, or the maintenance of any patent within the PATENT RIGHTS, if BOARD elects not to file for or continue prosecution of any such patent application or maintain any such patent, BOARD shall promptly notify LICENSEE in writing sufficiently in advance of any deadline to enable LICENSEE to file for or continue prosecution of such patent application and/or maintain such patent, and in such event LICENSEE (or its designee) may at its discretion pursue such filing, prosecution and/or maintenance of its own expense in BOARD's name.

VII. INFRINGEMENT AND DEFENSE

- 7.1 LICENSEE agrees, itself or through its designee, to use reasonable efforts generally to enforce the PATENT RIGHTS with respect to substantial continuing infringements of the PATENT RIGHTS within the LICENSED FIELD, by initiating legal action, sublicensing the infringing activities or otherwise. It is understood, however, that such obligation shall not be deemed to require LICENSEE to take such actions with respect to each such infringement, and LICENSEE may take into account reasonable strategic and other considerations in determining which infringers to take action against, as well as when and whether to do so. If LICENSEE or its designee commences an action to enforce the PATENT RIGHTS, LICENSEE shall have the right during the pendency of the action to withhold up to, but not more than, fifty percent (50%) of the royalties payable to BOARD hereunder based on the SALE of the LICENSED PRODUCTS covered by the patent within the PATENT RIGHTS in dispute to offset LICENSEE's and its SUBLICENSEE's out-of-pocket legal expenses incurred in connection with such action or proceeding. Any portion of such withheld royalties that is not so applied, shall be promptly paid to BOARD after such action or proceeding is resolved or abandoned. Any amounts recovered from third parties by LICENSEE or a SUBLICENSEE with respect to the PATENT RIGHTS in such action or proceeding shall be applied first to reimburse any outstanding legal expenses of the action or proceeding incurred by LICENSEE or such SUBLICENSEE, and then to reimburse BOARD for any royalties or fees withheld under this Paragraph 7.1 with respect to such action or proceeding. Any amounts remaining shall be included in NET SALES of LICENSEE or such SUBLICENSEE (as the case may be) for purposes of calculating royalties owed pursuant to Paragraph 5.1(a).
- 7.2 In the event that LICENSEE does not fulfill its obligations under Paragraph 7.1 above, MDA shall have the right to enforce the PATENT RIGHTS relating to infringement by such a substantial infringer on behalf of MDA and LICENSEE; and in such event MDA shall have the right to grant a nonexclusive license, under the PATENT RIGHTS that are the subject of such action, to the claimed infringer to make, use and sell the infringing products in the

countries where such products are being sold at the time the action is commenced. Any amounts recovered or received from third parties by MDA with respect to the PATENT RIGHTS in such action, proceeding or license shall be retained by MDA.

- 7.3 In the event that LICENSEE, an AFFILIATE or SUBLICENSEE receives a claim from a third party alleging an infringement of intellectual property rights of a third party based upon the manufacture, sale or use of a LICENSED PRODUCT, LICENSEE shall have the right to withhold fifty percent (50%) of the royalties payable to BOARD hereunder and apply such amounts against LICENSEE's and such AFFILIATES' or SUBLICENSEES' out-of-pocket expenses incurred in defending such claim. Any and all withheld amounts that are not so used shall promptly be reimbursed to BOARD after the resolution of such claim.
- 7.4 In any suit or dispute involving the enforcement or defense of PATENT RIGHTS, the parties shall cooperate fully, including without limitation, subject to the statutory authority of the Attorney General of the State of Texas as applicable to BOARD and MDA, by joining as a party plaintiff and executing such documents as the party prosecuting such suit, action or other proceeding may reasonably request, all at such requesting party's expense. Upon the request and at the expense of the party bringing suit, the other party shall make available to the party bringing suit at reasonable times and under appropriate conditions all relevant personnel, records, papers, information, samples, specimens, and the like which are in its possession.

VIII. PATENT MARKING

- 8.1 LICENSEE agrees that all packaging containing individual LICENSED PRODUCT(S), and documentation therefor, sold by LICENSEE, AFFILIATES and SUBLICENSEES of LICENSEE will be marked permanently and legibly with the number of the applicable patent(s) licensed hereunder in accordance with each country's patent laws, including Title 35, United States Code.

IX. INDEMNIFICATION

- 9.1 LICENSEE shall hold harmless and indemnify BOARD, SYSTEM, MDA, its Regents, officers, employees, students, and agents from and against any claims, demand, or causes of action whatsoever, including without limitation those arising on account of any injury or death of persons or damage to property, caused by, or arising out of, or resulting from, the exercise or practice of the license granted hereunder by LICENSEE or its officers, employees, agents or representatives.
- 9.2 BOARD shall, to the extent authorized under the Constitution and the laws of the State of Texas, hold LICENSEE harmless from liability resulting from the negligent acts or omissions of BOARD or MDA, their agents or employees pertaining to the activities to be carried out pursuant to the obligations of this AGREEMENT; provided, however, that

BOARD shall not hold LICENSEE harmless from claims arising out of the negligence of LICENSEE, its officers, agents or any person or entity not subject to BOARD's or MDA's supervision or control.

X. USE OF BOARD AND COMPONENTS NAME

- 10.1 (A) In accordance with BOARD policy, LICENSEE shall not use the name of BOARD, SYSTEM or BOARD, except as described in 10.1 (B), below.
- (B)(i) LICENSEE may use the name of MDA, BOARD, or SYSTEM only when indicating, as a factual matter, that MDA, BOARD, or SYSTEM is a licensor of LICENSEE under this AGREEMENT and only in connection with either or both of the following:
- (a) communications associated with LICENSEE's financing activities; and
 - (b) communications (other than promotions and advertisements) directed to describing or responding to inquiries concerning the business, technology, products, services and associated activities of LICENSEE.
 - (c) in all such communications, LICENSEE shall limit such use, in substance, to stating that a LICENSED PRODUCT or other LICENSED SUBJECT MATTER was invented by the inventor thereof as an employee of MDA and/or that MDA and/or BOARD is the licensor thereof. In no event shall LICENSEE use the name of MDA, SYSTEM or BOARD in product advertising or on product packaging or labels affixed to any products. Communications in accordance with this Section 10.1(B) shall not be deemed a breach of Section 6 of either of the RESEARCH AGREEMENTS.
- (ii) LICENSEE may otherwise use the name of MDA, BOARD, or SYSTEM when and as required by applicable law, rules and regulations, or upon written consent of the party the use of whose name is requested.

XI. CONFIDENTIAL INFORMATION

- 11.1 BOARD and LICENSEE each agree that all information contained in documents marked "confidential" which are forwarded to one by the other shall be received in strict confidence, used only for the purposes of this AGREEMENT, and not disclosed by the recipient party (except as required by law or court order), its agent or employees without the prior written consent of the other party, unless such information (a) was in the public domain at the time of disclosure, (b) later became part of the public domain through no act or omission of the recipient party, its employees, agents, successors or assigns, (c) was lawfully disclosed to

the recipient party by a third party having the right to disclose it, (d) was already known by the recipient party at the time of disclosure, (e) was independently developed or (f) is required to be submitted to a government agency or as otherwise required by law. Notwithstanding the foregoing or any provision of the RESEARCH AGREEMENTS, LICENSEE may disclose any LICENSED SUBJECT MATTER comprising confidential information of BOARD to third parties pursuant to a reasonable confidentiality agreement, and otherwise as is reasonably necessary to exploit the LICENSED SUBJECT MATTER as contemplated in this AGREEMENT.

- 11.2 Each party's obligation of confidence hereunder shall be fulfilled by using at least the same degree of care with the other party's confidential information as it uses to protect its own confidential information. This obligation shall exist while this AGREEMENT is in force and for a period of three (3) years thereafter.

XII. ASSIGNMENT

- 12.1 This AGREEMENT may not be assigned by LICENSEE without the prior written consent of BOARD; provided that, at any time after eighteen (18) months after the Effective Date, LICENSEE may assign this AGREEMENT without such consent to a party that acquires substantially all of the business or assets of LICENSEE to which this AGREEMENT pertains, so long as LICENSEE notifies BOARD and the assignee agrees in writing to be bound by the terms of this AGREEMENT.

XIII. DUE DILIGENCE

- 13.1 BOARD shall have a right after five (5) years from the EFFECTIVE DATE to terminate the exclusivity of the license granted by BOARD to LICENSEE pursuant to Paragraph 4.1 in any national political jurisdiction within the LICENSED TERRITORY at any time upon written notice to LICENSEE if LICENSEE fails to provide written evidence, within one hundred eighty (180) days after receiving written notice from BOARD of BOARD's intention to terminate such exclusivity, that LICENSEE is using commercially reasonable efforts to commercialize a LICENSED PRODUCT in such jurisdiction; provided that termination of such exclusivity shall not occur unless and until a court of competent jurisdiction has determined in a suit filed by LICENSEE within such one hundred eighty (180) day period, that LICENSEE has not satisfied LICENSEE's obligations hereunder, and LICENSEE fails to meet its obligations hereunder within six (6) months after such determination. Evidence provided by LICENSEE in writing that LICENSEE has an ongoing and active research, development, manufacturing, marketing or sublicensing program (as appropriate), directed toward the development, production or sale of one or more LICENSED PRODUCTS within either the United States, Japan or Europe shall be deemed satisfactory evidence that LICENSEE has commercialized or is using commercially reasonable efforts to commercialize a LICENSED PRODUCT and to meet the market demand therefor worldwide for all purposes of this Article XIII.

XIV. TERM, TERMINATION, AND DEFAULT

- 14.1 The term of this AGREEMENT shall extend from the Effective Date set forth hereinabove to the full end of the term or terms for which PATENT RIGHTS have not expired and if only TECHNOLOGY RIGHTS are licensed and no PATENT RIGHTS are applicable, for a term of fifteen (15) years. Notwithstanding the above, upon the expiration, but not an earlier termination of this AGREEMENT, LICENSEE shall have a non-exclusive, fully paid-up right and license under the LICENSED SUBJECT MATTER to use and otherwise exploit the TECHNOLOGY RIGHTS.
- 14.2 This AGREEMENT will earlier terminate:
- (a) upon the expiration of thirty (30) days written notice from BOARD if LICENSEE shall become bankrupt and/or if the business of LICENSEE shall be placed in hand of a receiver, assignee, or trustee, whether by voluntary act of LICENSEE or otherwise;
 - (b) (i) upon thirty (30) days written notice from BOARD if LICENSEE shall breach or default on the payment obligations of Article V, or use of name obligations of Article X; or (ii) upon ninety (90) days written notice if LICENSEE shall breach or default any other obligation under this AGREEMENT; provided, however, LICENSEE may avoid such termination if before the end of the applicable period LICENSEE notifies BOARD that such breach has been cured and states the manner of such cure. However, if LICENSEE disputes such breach in writing within such thirty (30) or ninety (90) day period, BOARD shall not have the right to terminate this AGREEMENT unless and until a court of competent jurisdiction has determined, in a suit filed by LICENSEE within such thirty (30) or ninety (90) day period, that this AGREEMENT was materially breached, and LICENSEE fails to cure such breach within thirty (30) or ninety (90) days (respectively) after such determination; provided that the foregoing shall not suspend any obligation of LICENSEE to pay to BOARD any undisputed amount owed by LICENSEE to BOARD or MDA under this AGREEMENT, during the pendency of any determination of breach.
 - (c) In its entirety or as to any particular patent application or patent within the PATENT RIGHTS, upon LICENSEE's sixty (60) days prior written notice to BOARD. From and after the effective date of a termination under this Paragraph 15.2(c) with respect to a particular patent application or patent, such patent application and patent in the particular country shall cease to be within the PATENT RIGHTS for all purposes of this AGREEMENT. Upon a termination of this AGREEMENT in its entirety under this Paragraph 15.2(c), all rights and obligations of LICENSEE and BOARD shall terminate, except as provided below.

- 14.3 Upon termination of this AGREEMENT for any cause, nothing herein shall be construed to release either party of any obligation matured prior to the effective date of such termination. LICENSEE may, after the effective date of such termination, sell all LICENSED PRODUCT and parts therefore that it may have on hand at the date of termination, provided that it pays earned royalty thereon as provided in this AGREEMENT.
- 14.4 Articles IX, X, and XI, shall survive the expiration and any termination of this AGREEMENT. In addition, upon termination of this AGREEMENT, any and all existing sublicenses shall survive; provided that such SUBLICENSEES promptly agree in writing to be bound by the applicable terms of this AGREEMENT. Except as otherwise provided in this Article XV, all rights and obligations of the parties under this AGREEMENT shall terminate upon the expiration or termination of this AGREEMENT.

XV. GENERAL

- 15.1 This AGREEMENT constitutes the entire and only AGREEMENT between the parties for LICENSED SUBJECT MATTER and all other prior negotiations, representations, agreements (including that certain PATENT AND TECHNOLOGY LICENSE AGREEMENT between the parties hereto executed on April 21, 1994 but not approved by BOARD) and understandings are superseded hereby. No agreements altering or supplementing the terms hereof may be made except by means of a written document signed by the duly authorized representatives of the parties.
- 15.2 Any notice required by this AGREEMENT shall be given by prepaid, first class, certified mail, return receipt requested, and addressed in the case of BOARD to:

**BOARD OF REGENTS
The University of Texas System
201 West Seventh Street
Austin, Texas 78701
ATTENTION: Office of General Counsel**

with a copy to:

**The University of Texas
M.D. Anderson Cancer Center
Office of Technology Development
1020 Holcombe Boulevard, Suite 1405
Houston, Texas 77030
ATTENTION: William J. Doty**

or in the case of LICENSEE to:

**Intron Therapeutics, Inc.
301 Congress, Suite 2025
Austin, Texas 78701
ATTENTION: Mr. David Nance**

with a copy to:

Kenneth A. Clark, Esq.
Wilson, Sonsini, Goodrich & Rosati
650 Page Mill Road
Palo Alto, California 94304

or such other address as may be given from time to time under the terms of this notice provision.

- 15.3 LICENSEE shall comply with all applicable federal, state and local laws and regulations in connection with its activities pursuant to this AGREEMENT.
- 15.4 This AGREEMENT shall be construed and enforced in accordance with the laws of the United States of America and of the State of Texas.
- 15.5 Failure of BOARD to enforce a right under this AGREEMENT shall not act as a waiver of that right or the ability to later assert that right relative to the particular situation involved.
- 15.6 Headings included herein are for convenience only and shall not be used to construe this AGREEMENT.
- 15.7 If any provision of this AGREEMENT shall be found by a court to be void, invalid or unenforceable, the same shall be reformed to comply with applicable law or stricken if not so conformable, so as not to affect the validity or enforceability of this AGREEMENT.

IN WITNESS WHEREOF, parties hereto have caused their duly authorized representatives to execute this AGREEMENT.

THE UNIVERSITY OF TEXAS
M.D. ANDERSON CANCER CENTER

BOARD OF REGENTS OF THE
UNIVERSITY OF TEXAS SYSTEM

By: _____
David J. Bachrach
Executive Vice President
for Administration and Finance

By: _____
Thomas G. Ricks
Vice Chancellor for
Asset Management

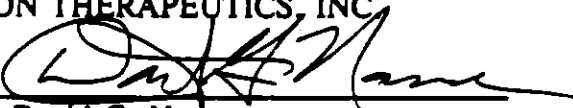
APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

By: _____
William J. Doty
Director, Technology Development

By: _____
Dudley R. Dobie, Jr.
Manager, Intellectual Property

INTRON THERAPEUTICS, INC

By: 
David G. Nance
President

ATTACHMENT A

Patent and technology rights for U.S. and Foreign Patent Application entitled:

- o **"Methods and Compositions for the Selective Inhibition of Gene Expression"**
Inventors: Jack A. Roth, M.D., et. al.
 - Australia Serial No. 15704/92, filed March 6, 1992; Canada Serial No. 2108144, filed March 6, 1992; European Serial No. 92908663-.5, filed March 6, 1992, (MDA Ref. UTSC:171); and
 - **"Methods and Compositions for Retroviral Vector Mediated Transduction"** Continuation-in-part U.S. Serial No. 960513, filed October 13, 1992, (MDA Ref. UTSC:295); and
 - **"Methods and Compositions for the Selective Inhibition of Gene Expression"** Continuation-in-part U.S. Serial No. 987235, filed December 7, 1992, (MDA Ref. UTSC:328); and
 - **"Recombinant p53 Adenovirus Methods and Compositions"** Continuation-in-part U.S. Serial No. 145826, filed October 29, 1993, (MDA Ref. UTSC:350); and
 - **"An Adenovirus Supervector System"** Continuation-in-part patent has not been filed yet (MDA Ref. UTSC:382); and
 - **"Recombinant p53 Adenovirus Methods and Compositions"** U.S. Serial No. 224232, filed April 7, 1994, (MDA Ref. UTSC:402); and
 - **"Methods and Compositions Comprising DNA Damaging Agents and p53"** Continuation-in-part patent has not been filed yet (MDA Ref. UTSC:403); and
 - **"Use of Lectins for the Delivery and Translocation of Genetic Material Across Cell Membranes"** patent has not filed yet (MDA Ref. UTSC:405); and
 - **"Reconstruction of a-FAS/APO-1 Mediated-Apoptosis in Human Cancer Cells by Adenovirus-Mediated transduction of the Wildtype p53 Gene"** patent has not filed yet (MDA Ref. UTSC:417);

8/18/94 dm

THE UNIVERSITY OF TEXAS
MD ANDERSON
CANCER CENTER

EXHIBIT 1

Office of the
Director for Technology
Development

OPTION AGREEMENT

December 15, 1992

Mr. David Nance
Managing Partner
Texas Biomedical Development Partners
301 Congress Avenue, 14th Floor
Austin, Texas 78701

RE: "Methods and Compositions for Retroviral Vector Mediated Transduction" (Patent Serial No. 960,513), Jack A. Roth, M.D., et al.

Dear Mr. Nance:

In accordance with our recent conversation, I am pleased to inform you that The University of Texas M.D. Anderson Cancer Center (MDA) hereby extends an option to Texas Biomedical Development Partners (TBDP) to negotiate a license to the above captioned technology.

This option comprises a promise by MDA not to offer the above-cited technology to others during a prescribed period of time and a promise to negotiate in good faith for the grant of a license. It does not in any way constitute a license in itself. This option is personal to and not assignable by TBDP.

If accepted by your signature below, this option will become active as of December 10, 1992 and will expire on the latter of June 10, 1994 or within 90 days after completion of the Sponsored Research contemplated herein. If the notice by TBDP to exercise their option to negotiate a license has not been received by MDA by June 30, 1994, or 90 days after the completion of the referenced sponsored research, then MDA will thereafter be free to seek other prospective licensees for this technology with no further consideration due TBDP.

TEXAS MEDICAL CENTER
1515 HOLCOMBE BOULEVARD • HOUSTON, TEXAS 77030 • (713) 792-2121

Mr. David Nance
December 15, 1992
Page 2

Should MDA receive written notification from TBDP exercising said option on or before June 30, 1994, or 90 days subsequent to the completion of the referenced sponsored research, the parties agree to negotiate a license to the captioned matter in good faith, consistent with the attached form of agreement (Attachment A hereto) and consistent with the following terms:

- TBDP will reimburse MDA's patent and other out-of-pocket costs.
- TBDP will pay MDA a running royalty of four percent (4%) on net sales of licensed products, or one-half (1/2) of any running royalty received by TBDP as consideration from any sublicensee, whichever amount is less.
- TBDP will pay MDA that portion equal to MDA's portion of the running royalty of any advance royalty or fee received by TBDP from a sublicensee which is creditable against future running royalties by the sublicensee.
- TBDP will not be obligated to pay MDA any portion of any advance payment received by TBDP from a sublicensee which is not creditable against future running royalties by the sublicensee.
- TBDP will convey individually to Dr. Jack A. Roth ten percent (10%) of the capital stock of the new company established by TBDP to complete the development and commercialization of the captioned matter. Dr. Roth's share of capital stock in the new company shall not be diluted up to Initial Public Offering (IPO). However, in the event that the new company, for example, merges with or is acquired by another entity, or transfers or sublicenses materially all of its rights under the contemplated license agreement prior to IPO, then TBDP will convey to Dr. Roth twenty-five percent (25%) of the capital stock of the new company previously established to develop the captioned matter. Additionally, if TBDP wishes, at some future date, to syndicate the development and commercialization of the captioned matter and must give up equity in the new company, then Dr. Roth's pre-IPO equity position shall be diluted on a prorate basis with all other capital stockholders. However, Dr. Roth's share of the capital stock in the new company shall not be diluted below ten percent (10%) up to IPO.
- TBDP will commit to the development and commercialization of the captioned matter and will grant MDA a first right of refusal to conduct the research required for said development and commercialization.

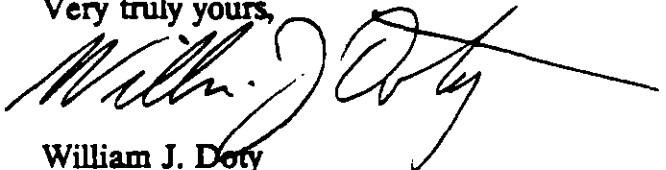
Should TBDP exercise its option in the time and manner provided herein and should TBDP and MDA fail to reach agreement on license terms by July 31, 1994, then MDA will thereafter be free to seek other prospective licensees with no further consideration due TBDP, except MDA agrees to use reasonable efforts to secure reimbursement of TBDP's direct costs hereunder from said licensee.

Mr. David Nance
December 15, 1992
Page 3

It is agreed between the parties that the consideration for this option is a \$50,000 option fee, plus a commitment of up to \$515,000 for Phase I Clinical Trials and \$300,000 for basic research (subject to internal approval by MDA, approval by TBDP, and a definitive Sponsored Research Agreement mutually agreed to and executed by the parties) on the captioned matter. The \$50,000 option fee, payable upon execution of this Option Agreement by TBDP, will be applied by MDA as a credit against any future payments for reimbursement of patent expenses due under a license agreement subsequently entered into pursuant hereto. The option fee is only refundable to TBDP in the event that MDA elects not to perform the referenced research and thereby terminates this Option Agreement. MDA agrees to notify TBDP of MDA's intention, if any, to terminate this Option Agreement within a reasonable period of time.

If the provisions of this Option Agreement are satisfactory to you, then please indicate your acceptance of these terms by signing and returning the enclosed copy of this letter.

Very truly yours,



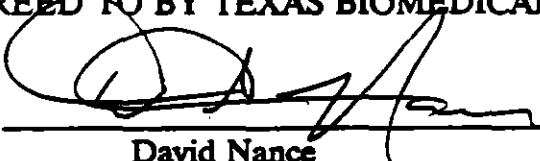
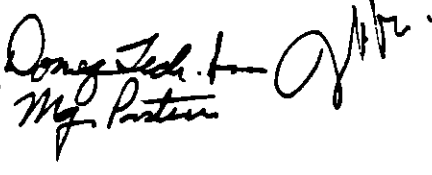
William J. Doty
Director, Technology Development

WJD:ipm

cc: Jack A. Roth, M.D.
Tapas Mukhopadhyay, Ph.D.
Michael A. Tainsky, Ph.D.

AGREED TO BY TEXAS BIOMEDICAL DEVELOPMENT PARTNERS

By:



David Nance
Managing Partner

Date: 12-17-92

EXHIBIT 2

RECEIVED

JUN 18 1993

Technology
Development

TEXAS BIOMEDICAL DEVELOPMENT PARTNERS

June 17, 1993

Mr. William J. Doty
Director
Technology Development
The University of Texas
M.D. Anderson Cancer Center
1515 Holcombe Boulevard
Houston, TX 77030
FAX (713) 794-1356

RE: Option Agreement for "HIV VACCINE/THERAPEUTIC", Ralph B. Arlinghaus, Ph.D., et al. dated August 10, 1992, and Option Agreement for "Methods and Compositions for Retroviral Vector Mediated Transduction", Jack A. Roth, M.D., et al., dated December 15, 1992.

Dear Bill:

This is to inform you that Texas Biomedical Development Partners (TBDP) wishes to exercise the above referenced options and to immediately begin preparation of a License Agreements as contemplated in the Option Agreements.

Further, TBDP wishes to assign its rights and responsibilities under the respective Option Agreements and under the prospective License Agreements to new corporations established to commercialize the technologies optioned and/or supported by Sponsored Research Agreements with TBDP.

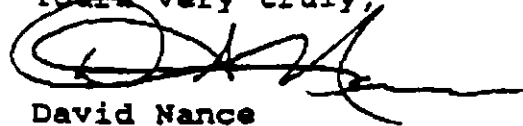
Respecting the technologies and research associated with the laboratory of Dr. Arlinghaus, the new company is CyToVac Corporation, a Delaware Corporation.

Respecting the technologies and research associated with the laboratory of Dr. Roth, the new company is Intron Therapeutics, Inc., a Delaware Corporation.

If you have any questions please do not hesitate to call.

I look forward to working with you to document and expedite the License Agreements.

Yours very truly,



David Nance
Managing Partner

SR 93-04

SPONSORED RESEARCH AGREEMENT

Agreement, made this 11th day of February, 1993, by and between THE UNIVERSITY OF TEXAS M.D. ANDERSON CANCER CENTER (hereinafter referred to as "CANCER CENTER"), a component institution of The University of Texas System (hereinafter referred to as "SYSTEM"), located in Houston, Texas, and Texas Biomedical Development Partners (hereinafter referred to as "SPONSOR"), located in Austin, Texas.

WITNESSETH:

WHEREAS, CANCER CENTER has research facilities and situations which would allow investigation and study of the "Development of Therapeutic Treatment and Prevention of Lung Cancer" as described in Exhibit I hereinafter referred to as ("Research"), a copy of which is attached hereto and incorporated herein by reference; and

WHEREAS, both SPONSOR and CANCER CENTER consider it necessary and desirable to perform the Research;

NOW, THEREFORE, the parties agree as follows:

1. Evaluation. SPONSOR agrees to engage the services of CANCER CENTER as an independent contractor to perform the Research. The Research will be under the supervision of Jack A Roth, M.D. (Principal Investigator) at CANCER CENTER, with the assistance of appropriate associates and colleagues at CANCER CENTER as may be required.
2. Research. CANCER CENTER agrees as an independent contractor to conduct the Research. Such Research was originally approved by CANCER CENTER in accordance with CANCER CENTER policy and may be subsequently amended only in accordance with CANCER CENTER policy and the written agreement of CANCER CENTER and SPONSOR as provided for in Article 15 herein below.
3. Invention and Patents.
 - a. For all purposes herein, "Invention" shall mean any discovery, concept or idea whether or not patentable or copyrightable, which (i) arises out of work performed pursuant to the obligations of this Agreement; (ii) is conceived and reduced to practice during the term of the Agreement as defined in Article 13 hereinbelow; and (iii) includes but is not limited to processes, methods, software, formulae, techniques, compositions of matter, devices, and improvements thereof and know-how relating thereto. Inventions made solely by the Principal Investigator and/or other CANCER CENTER personnel as identified in Article 1 hereinabove or agents of CANCER CENTER shall be the sole property of CANCER CENTER.

EXHIBIT 3

- b. In the event that an Invention is made, CANCER CENTER agrees to include such Invention in the Option Agreement of December 17, 1992 (attached hereto as Exhibit II) previously entered into by CANCER CENTER and SPONSOR and give notice of such Invention to SPONSOR within thirty (30) days of the identification of such Invention.
4. Confidentiality. In the course of work performed pursuant to the Research under this Agreement, should either party provide confidential information to the other party, the recipient party shall, until three (3) years after the termination of this Agreement, maintain the confidentiality of that information as it maintains the confidentiality of its own confidential information, and shall not disclose such confidential information to any other party, nor shall the recipient party disclose the disclosing party's confidential information to the recipient's employees other than those employees having a "need-to-know". Confidential information shall be clearly marked as such. If disclosed orally, the party making the disclosure shall be responsible for clearly informing the recipient party of the confidentiality of the information disclosed. Notwithstanding the other provisions of this paragraph, nothing disclosed hereunder shall be construed as confidential information which:
- a. is or becomes available to the public (except by a breach of this Agreement by a party hereto);
 - b. is rightfully received from another party not under obligation of confidentiality to the disclosing party;
 - c. is not known by the recipient party, or is independently developed by the recipient party by persons without access to the confidential information;
 - d. is approved for release by the party designating the information as confidential;
 - e. is not identified as confidential at the time of disclosure;
 - f. is not in writing or physical form at time of disclosure or reduced to a written or physical form and identified as confidential within thirty (30) days of disclosure; or
 - g. is required to be disclosed under the laws of the United States of America or the State of Texas or other governmental bodies, provided that the parties shall first exhaust all reasonable measures available to protect the confidentiality of such information upon disclosure.

EXHIBIT 3

5. Publication Rights. Notwithstanding the provisions of Article 4 of this Agreement, CANCER CENTER may publish scientific papers relating to the collaborative research performed under this Agreement. In the event that CANCER CENTER wishes to publish, CANCER CENTER shall notify SPONSOR of its desire to publish at least thirty (30) days in advance of publication and shall furnish to SPONSOR a written description of the subject matter of the publication in order to permit SPONSOR to review and comment thereon.
6. Publicity. CANCER CENTER acknowledges SPONSOR's intention to distribute periodically informational releases and announcements to the news media regarding the progress of research hereunder. SPONSOR shall not release such materials containing the name of CANCER CENTER or any of its employees without prior written approval by an authorized representative of CANCER CENTER, and said approval shall not be unreasonably withheld. Should CANCER CENTER reject the news release, CANCER CENTER and SPONSOR agree to discuss the reasons for CANCER CENTER's rejection, and every effort shall be made to develop an appropriate informational news release within the bounds of accepted academic practices. SPONSOR reserves the same right in the event that CANCER CENTER desires to distribute a news release concerning the research program. Nothing herein shall be construed as prohibiting CANCER CENTER or SPONSOR from reporting on this study to a governmental agency.
7. Responsibility. The parties each agree to assume individual responsibility for the actions and omissions of their respective employees, agents and assigns in conjunction with this evaluation.
8. Independent Contractor. SPONSOR will not have the right to direct or control the activities of CANCER CENTER in performing the services provided herein, and CANCER CENTER shall perform services hereunder only as an independent contractor, and nothing herein contained shall be construed to be inconsistent with this relationship or status. Under no circumstances shall CANCER CENTER be considered to be an employee or agent of SPONSOR. This Agreement shall not constitute, create or in any way be interpreted as a joint venture, partnership or formal business organization of any kind.
9. Title to Equipment. CANCER CENTER shall retain title to all equipment purchased and/or fabricated by it with funds provided by SPONSOR under this Agreement.
10. Survivorship. The provisions of Article 3, 4, 5, 6, and 12 shall survive any expiration or termination of this Agreement.

EXHIBIT 3

11. Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party; provided, however, that SPONSOR may assign this Agreement to any purchaser or transferee of all or substantially all of SPONSOR's business upon prior written notice to CANCER CENTER.

12. Indemnification. CANCER CENTER shall, to the extent authorized under the Constitution and the laws of the State of Texas, hold SPONSOR harmless from liability resulting from the negligent acts or omissions of CANCER CENTER, its agents or employees pertaining to the activities to be carried out pursuant to the obligations of this Agreement; provided, however, that CANCER CENTER shall not hold SPONSOR harmless from claims arising out of the negligence of SPONSOR, its officers, agents or any person or entity not subject to CANCER CENTER's supervision or control.

SPONSOR shall indemnify and hold harmless SYSTEM, CANCER CENTER, their regents, officers, agents and employees from any liability or loss resulting from judgments or claims against them arising out of the activities to be carried out pursuant to the obligations of this Agreement or the use by SPONSOR of the results of the Research, provided, however, that the following is excluded from SPONSOR's obligation to indemnify and hold harmless:
 - a. the negligent failure of CANCER CENTER to comply with any applicable governmental requirements; or
 - b. the negligence or willful malfeasance by a regent, officer, agent or employee of CANCER CENTER or SYSTEM.

13. Award. SPONSOR agrees to pay CANCER CENTER a fee of Three Hundred Thousand and No/100 Dollars (\$300,000.00) for expenses and other related costs incurred in conjunction with the Research. This fee, as shown by approximate category of expense in Exhibit I, which is attached hereto and is incorporated herein by reference, for information only, shall be payable in Four (4) equal installments of Seventy-Five Thousand and No/100 Dollars (\$75,000.00) each by SPONSOR to CANCER CENTER. The first such installment shall be due within thirty (30) days of the date of execution of this Agreement. The subsequent installments shall be due and payable as follows: (a) three (3) months after execution, (b) six (6) months after execution and (c) nine (9) months after execution.

14. Basic Term. This Agreement shall become effective as of the date first hereinabove written and unless earlier terminated as hereinafter provided, shall continue in force for a period of Eighteen (18) months after the same.

EXHIBIT 3

15. Default and Termination. In the event that either party to this Agreement shall be in default of any of its material obligations hereunder and shall fail to remedy such default within thirty (30) days after receipt of written notice thereof, the party not in default shall have the option of terminating this Agreement by giving written notice thereof, notwithstanding anything to the contrary contained in this Agreement. Termination of this Agreement shall not affect the rights and obligations of the parties which accrued prior to the effective date of termination. SPONSOR shall pay CANCER CENTER for all reasonable expenses incurred or committed to be expended as of the effective termination date, subject to the maximum amount as specified in Article 13.
16. Entire Agreement. The parties acknowledge that this Agreement and the attached Exhibits hereto represent the sole and entire Agreement between the parties hereto pertaining to the Research and that such supersedes all prior Agreements, understandings, negotiations and discussions between the parties regarding same, whether oral or written. There are no warranties, representations or other Agreements between the parties in connection with the subject matter hereof except as specifically set forth herein. No supplement, amendment, alteration, modification, waiver or termination of this Agreement shall be binding unless executed in writing by the parties hereto.
17. Reform of Agreement. If any provision of this Agreement is, becomes or is deemed invalid, illegal or unenforceable in any United States jurisdiction, such provision shall be deemed amended to conform to applicable laws so as to be valid and enforceable; or if it cannot be so amended without materially altering the intention of the parties, it shall be stricken, and the remainder of this Agreement shall remain in full force and effect.
18. Notices. Any notices, statements, payments, or reports required by this Agreement shall be considered given if sent by United States Certified Mail, postage prepaid and addressed as follows:

If to CANCER CENTER:

Michael J. Best
Chief Financial Officer
The University of Texas M.D. Anderson Cancer Center
1515 Holcombe Blvd.
Houston, Texas 77030

If to SPONSOR:

EXHIBIT 3

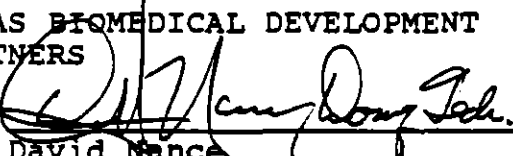
David Nance
Managing Partner
Texas Biomedical Development Partners
100 Congress Avenue, Suite 200
Austin, Texas 78701

19. Captions. The captions in this Agreement are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Agreement.
20. Governing Law. This Agreement shall be governed and interpreted in accordance with the substantive laws of the State of Texas and with applicable laws of the United States of America.

IN WITNESS WHEREOF, CANCER CENTER and SPONSOR entered into this Agreement effective as of the date first hereinabove written and have executed three (3) originals each of which are of equal dignity.

TEXAS BIOMEDICAL DEVELOPMENT
PARTNERS

BY:


David Nance
Managing Partner

THE UNIVERSITY OF TEXAS
M.D. ANDERSON CANCER CENTER

BY:


Michael J. Best
Chief Financial Officer


I have read this agreement and understand my obligations hereunder:

BY:



Jack A. Roth, M.D.
Principal Investigator

CONTENT APPROVED:

BY:


Donna S. Gilberg, CPA
Manager, Sponsored
Agreements

BY:


Charles M. Balch, M.D.
Head, Division of Surgery

FORM APPROVED:

BY:


Matthew E. Burr, J.D.
Legal Services Officer

The purpose of the research support component of the Texas Biomedical Development Partners Sponsored Research Agreement is to provide support for projects directly related to developing technology for the use of gene therapy for the prevention and treatment of cancer. The funds will provide support for professional staff, technicians, supplies, and equipment. The following projects are included:

- 1) Development of novel vectors for gene transduction. New vector systems will be studied for delivering gene constructs to cancer cells. Current projects include adenoviruses and adeno-associated viral vectors. Promoters, modifications of the viral genome, and orientation of constructs will be studied.
- 2) Identification of targets for gene therapy. Genes which control the phenotype of the cancer cell will be studied. These will be evaluated as potential targets for genetic modification. Identification of gene products interacting with known oncogenes and tumor suppressor genes will be studied.
- 3) Determination of the role of oncogenes and tumor suppressor genes in cancer development. The presence of gene mutations in human tumors will be studied to determine their frequency and time of appearance. These studies will be important in determining the timing of gene therapy.
- 4) Development of clinically relevant animal models. Orthotopic growth of human cancer cells in immuno-incompetent mice will provide relevant models for evaluating new gene delivery systems.
- 5) Studies on techniques to modify oncogene and tumor suppressor gene expression. New technology will be developed to more effectively eliminate expression of activated oncogene products and to replace inactivated tumor suppressor genes with functioning tumor suppressor gene constructs.

Budget for one year:

Supplies	\$56,400
Staff researcher	\$33,000
Technicians (1)	\$20,000
Visiting scientists or postdoctoral fellows	\$25,000
Sub-total	\$134,400
Indirect	\$33,600
Equipment	\$132,000
Total	\$300,000

CS 93-27

SPONSORED RESEARCH AGREEMENT FOR CLINICAL STUDY

Agreement, made this 11th day of February, 1993, by and between THE UNIVERSITY OF TEXAS M.D. ANDERSON CANCER CENTER (hereinafter referred to as "CANCER CENTER"), a component institution of The University of Texas System (hereinafter referred to as "SYSTEM"), located in Houston, Texas, and Texas Biomedical Development Partners (hereinafter referred to as "SPONSOR"), located in Austin, Texas.

WITNESSETH:

WHEREAS, CANCER CENTER has research facilities and situations which would allow clinical investigation and study of the "Clinical Protocol for Modification of Oncogene and Tumor Suppressor Gene Expression in Non-Small Cell Lung Cancer (NSCLC)" as described in Exhibit I hereinafter referred to as ("Research"), a copy of which is attached hereto and incorporated herein by reference; and

WHEREAS, both SPONSOR and CANCER CENTER consider it necessary and desirable to perform the Research;

NOW, THEREFORE, the parties agree as follows:

1. Evaluation. SPONSOR agrees to engage the services of CANCER CENTER as an independent contractor to perform the Research. The Research will be under the supervision of Jack A Roth, M.D. (Principal Investigator) at CANCER CENTER, with the assistance of appropriate associates and colleagues at CANCER CENTER as may be required.
2. Research. CANCER CENTER agrees as an independent contractor to conduct the Research. Such Research was originally approved by CANCER CENTER in accordance with CANCER CENTER policy and may be subsequently amended only in accordance with CANCER CENTER policy and the written agreement of CANCER CENTER and SPONSOR as provided for in Article 15 herein below.
3. Invention and Patents.
 - a. For all purposes herein, "Invention" shall mean any discovery, concept or idea whether or not patentable or copyrightable, which (i) arises out of work performed pursuant to the obligations of this Agreement; (ii) is conceived and reduced to practice during the term of the Agreement as defined in Article 13 hereinbelow; and (iii) includes but is not limited to processes, methods, software, formulae, techniques, compositions of matter, devices, and improvements thereof and know-how relating thereto. Inventions made solely by the Principal Investigator and/or other CANCER CENTER personnel as

EXHIBIT 4

identified in Article 1 hereinabove or agents of CANCER CENTER shall be the sole property of CANCER CENTER.

- b. In the event that an Invention is made, CANCER CENTER agrees to include such Invention in the Option Agreement of December 17, 1992 (attached hereto as Exhibit III) previously entered into by CANCER CENTER and SPONSOR and give notice of such Invention to SPONSOR within thirty (30) days of the identification of such Invention.

4. Confidentiality. In the course of work performed pursuant to the Research under this Agreement, should either party provide confidential information to the other party, the recipient party shall, until three (3) years after the termination of this Agreement, maintain the confidentiality of that information as it maintains the confidentiality of its own confidential information, and shall not disclose such confidential information to any other party, nor shall the recipient party disclose the disclosing party's confidential information to the recipient's employees other than those employees having a "need-to-know". Confidential information shall be clearly marked as such. If disclosed orally, the party making the disclosure shall be responsible for clearly informing the recipient party of the confidentiality of the information disclosed. Notwithstanding the other provisions of this paragraph, nothing disclosed hereunder shall be construed as confidential information which:

- a. is or becomes available to the public (except by a breach of this Agreement by a party hereto);
- b. is rightfully received from another party not under obligation of confidentiality to the disclosing party;
- c. is not known by the recipient party, or is independently developed by the recipient party by persons without access to the confidential information;
- d. is approved for release by the party designating the information as confidential;
- e. is not identified as confidential at the time of disclosure;
- f. is not in writing or physical form at time of disclosure or reduced to a written or physical form and identified as confidential within thirty (30) days of disclosure; or
- g. is required to be disclosed under the laws of the United States of America or the State of Texas or other governmental bodies, provided that the parties shall first exhaust all reasonable measures available to

protect the confidentiality of such information upon disclosure.

5. Publication Rights. Notwithstanding the provisions of Article 4 of this Agreement, CANCER CENTER may publish scientific papers relating to the collaborative research performed under this Agreement. In the event that CANCER CENTER wishes to publish, CANCER CENTER shall notify SPONSOR of its desire to publish at least thirty (30) days in advance of publication and shall furnish to SPONSOR a written description of the subject matter of the publication in order to permit SPONSOR to review and comment thereon.
6. Publicity. CANCER CENTER acknowledges SPONSOR's intention to distribute periodically informational releases and announcements to the news media regarding the progress of research hereunder. SPONSOR shall not release such materials containing the name of CANCER CENTER or any of its employees without prior written approval by an authorized representative of CANCER CENTER, and said approval shall not be unreasonably withheld. Should CANCER CENTER reject the news release, CANCER CENTER and SPONSOR agree to discuss the reasons for CANCER CENTER's rejection, and every effort shall be made to develop an appropriate informational news release within the bounds of accepted academic practices. SPONSOR reserves the same right in the event that CANCER CENTER desires to distribute a news release concerning the research program. Nothing herein shall be construed as prohibiting CANCER CENTER or SPONSOR from reporting on this study to a governmental agency.
7. Responsibility. The parties each agree to assume individual responsibility for the actions and omissions of their respective employees, agents and assigns in conjunction with this evaluation.
8. Independent Contractor. SPONSOR will not have the right to direct or control the activities of CANCER CENTER in performing the services provided herein, and CANCER CENTER shall perform services hereunder only as an independent contractor, and nothing herein contained shall be construed to be inconsistent with this relationship or status. Under no circumstances shall CANCER CENTER be considered to be an employee or agent of SPONSOR. This Agreement shall not constitute, create or in any way be interpreted as a joint venture, partnership or formal business organization of any kind.
9. Title to Equipment. CANCER CENTER shall retain title to all equipment purchased and/or fabricated by it with funds provided by SPONSOR under this Agreement.

EXHIBIT 4

10. Survivorship. The provisions of Article 3, 4, 5, 6, and 12 shall survive any expiration or termination of this Agreement.
11. Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party; provided, however, that SPONSOR may assign this Agreement to any purchaser or transferee of all or substantially all of SPONSOR's business upon prior written notice to CANCER CENTER.
12. Indemnification. CANCER CENTER shall, to the extent authorized under the Constitution and the laws of the State of Texas, hold SPONSOR harmless from liability resulting from the negligent acts or omissions of CANCER CENTER, its agents or employees pertaining to the activities to be carried out pursuant to the obligations of this Agreement; provided, however, that CANCER CENTER shall not hold SPONSOR harmless from claims arising out of the negligence of SPONSOR, its officers, agents or any person or entity not subject to CANCER CENTER's supervision or control.

SPONSOR shall indemnify and hold harmless SYSTEM, CANCER CENTER, their regents, officers, agents and employees from any liability or loss resulting from judgments or claims against them arising out of the activities to be carried out pursuant to the obligations of this Agreement or the use by SPONSOR of the results of the Research, provided, however, that the following is excluded from SPONSOR's obligation to indemnify and hold harmless:
 - a. the negligent failure of CANCER CENTER to comply with any applicable governmental requirements; or
 - b. the negligence or willful malfeasance by a regent, officer, agent or employee of CANCER CENTER or SYSTEM.
13. Award. SPONSOR agrees to pay CANCER CENTER a fee of Five Hundred Fifteen Thousand and No/100 Dollars (\$515,000.00) for expenses and other related costs incurred in conjunction with the Research. This fee, as shown by approximate category of expense in Exhibit II, which is attached hereto and is incorporated herein by reference, for information only, shall be payable in Four (4) equal installments of One Hundred Twenty-Eight Thousand Seven Hundred Fifty and No/100 Dollars (\$128,750.00) each by SPONSOR to CANCER CENTER. The first such installment shall be due within thirty (30) days of the date of execution of this Agreement. The subsequent installments shall be due and payable as follows: (a) three (3) months after execution, (b) six (6) months after execution and (c) nine (9) months after execution.
14. Basic Term. This Agreement shall become effective as of the date first hereinabove written and unless earlier terminated

as hereinafter provided, shall continue in force for a period of Eighteen (18) months after the same.

15. Default and Termination. In the event that either party to this Agreement shall be in default of any of its material obligations hereunder and shall fail to remedy such default within thirty (30) days after receipt of written notice thereof, the party not in default shall have the option of terminating this Agreement by giving written notice thereof, notwithstanding anything to the contrary contained in this Agreement. Termination of this Agreement shall not affect the rights and obligations of the parties which accrued prior to the effective date of termination. SPONSOR shall pay CANCER CENTER for all reasonable expenses incurred or committed to be expended as of the effective termination date, subject to the maximum amount as specified in Article 13.
16. Entire Agreement. The parties acknowledge that this Agreement and the attached Exhibits hereto represent the sole and entire Agreement between the parties hereto pertaining to the Research and that such supersedes all prior Agreements, understandings, negotiations and discussions between the parties regarding same, whether oral or written. There are no warranties, representations or other Agreements between the parties in connection with the subject matter hereof except as specifically set forth herein. No supplement, amendment, alteration, modification, waiver or termination of this Agreement shall be binding unless executed in writing by the parties hereto.
17. Reform of Agreement. If any provision of this Agreement is, becomes or is deemed invalid, illegal or unenforceable in any United States jurisdiction, such provision shall be deemed amended to conform to applicable laws so as to be valid and enforceable; or if it cannot be so amended without materially altering the intention of the parties, it shall be stricken, and the remainder of this Agreement shall remain in full force and effect.
18. Notices. Any notices, statements, payments, or reports required by this Agreement shall be considered given if sent by United States Certified Mail, postage prepaid and addressed as follows:

If to CANCER CENTER:

Michael J. Best
 Chief Financial Officer
 The University of Texas M.D. Anderson Cancer Center
 1515 Holcombe Blvd.
 Houston, Texas 77030

If to SPONSOR:

David Nance
Managing Partner
Texas Biomedical Development Partners
100 Congress Avenue, Suite 200
Austin, Texas 78701


- 19. Captions. The captions in this Agreement are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Agreement.
- 20. Governing Law. This Agreement shall be governed and interpreted in accordance with the substantive laws of the State of Texas and with applicable laws of the United States of America.

IN WITNESS WHEREOF, CANCER CENTER and SPONSOR entered into this Agreement effective as of the date first hereinabove written and have executed three (3) originals each of which are of equal dignity.

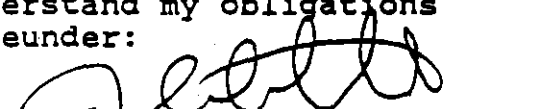
TEXAS BIOMEDICAL DEVELOPMENT PARTNERS

BY: 
David Nance
Managing Partner


THE UNIVERSITY OF TEXAS
M.D. ANDERSON CANCER CENTER


BY: 
Michael J. Best
Chief Financial Officer

I have read this agreement and understand my obligations hereunder:

BY: 
Jack A. Roth, M.D.
Principal Investigator

CONTENT APPROVED:

BY: 
Donna S. Gilberg, CPA
Manager, Sponsored Agreements

BY: 
Charles M. Balch, M.D.
Head, Division of Surgery

FORM APPROVED:

BY: 
Matthew E. Burr, J.D.
Legal Services Officer

TEXAS BIOMEDICAL DEVELOPMENT PARTNERS

November 26, 1993

EXHIBIT 5

RECEIVED

NOV 30 1993

Technology
Development

Mr. Michael J. Best
Chief Financial Officer
The University of Texas
M.D. Anderson Cancer Center
1515 Holcombe Boulevard
Houston, TX 77030

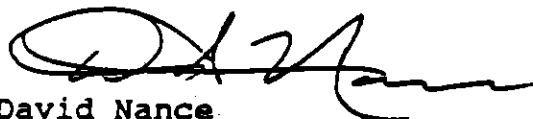
RE: Sponsored Research Agreement (SR93-04), "Development of Therapeutic Treatment and Prevention of Lung Cancer", and Sponsored Research Agreement (CS93-27), "Clinical Protocol for Modification of Oncogene and Tumor Suppressor Gene Expression in Non-Small Cell Lung Cancer (NSCLC)".

Dear Mr. Best:

Pursuant to Article 11 of the above referenced sponsored research agreements, Texas Biomedical Development Partners herewith provides notification that it has assigned substantially all of its business respecting the subject sponsored research agreements to Intron Therapeutics, Inc.

Please contact me if you have any questions.

Sincerely,



David Nance
Managing Partner

cc: Jack A. Roth, M.D.
William J. Doty
Donna S. Gilberg, CPA

301 CONGRESS AVENUE · SUITE 2025 · AUSTIN, TEXAS 78701
TELEPHONE (512) 320-4169
TELEFAX (512) 320-4166

INTRON THERAPEUTICS, INC.

STOCK PURCHASE AGREEMENT

THIS AGREEMENT is made effective as of the ___ day of August, 1994, between the Board of Regents ("Board") of The University of Texas System ("System"), an agency of the State of Texas, whose address is 201 West 7th Street, Austin, Texas 78701; The University of Texas M.D. Anderson Cancer Center ("MDA"), a component institution of the System; and Intron Therapeutics, Inc., a Texas corporation having a principal place of business located at 301 Congress, Suite 2025, Austin, Texas 78701 ("Company"). System and MDA shall collectively be referred to as "Purchaser".

WHEREAS, the Company and the Purchaser have entered into a Patent and Technology License Agreement (the "Technology License") relating to certain patent and technology rights owned by Purchaser and invented by Jack A. Roth, M.D. ("Roth");

WHEREAS, it was contemplated at the time of execution of the Technology License that stock in the Company would be issued to Purchaser as partial consideration for such execution; and

WHEREAS, Purchaser will be transferring 50% of the Shares (defined below) to Roth.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and obligations contained herein, the parties agree as follows:

1. Sale of Stock. The Company and Purchaser hereby agree to sell and purchase 1,207,914 shares of the Company's Common Stock (the "Shares") in consideration for execution of the Technology License.

2. Investment Representations.

(a) In connection with the purchase of the Shares, the Purchaser represents to the Company the following:

(i) The Purchaser is aware of the Company's business affairs and financial condition and has acquired sufficient information about the Company to reach an informed and knowledgeable decision to acquire the securities. The Purchaser is purchasing these securities for investment for Purchaser's own account only and not with a view to, or for resale in connection with, any "distribution" thereof within the meaning of the Securities Act of 1933 (the "Securities Act").

(ii) The Purchaser understands that the securities have not been registered under the Securities Act by reason of a specific exemption therefrom, which exemption depends upon, among other things, the bona fide nature of Purchaser's investment intent

as expressed herein. In this connection, the Purchaser understands that, in view of the Securities and Exchange Commission (the "Commission"), the statutory basis for such exemption may not be present if Purchaser's representations meant that Purchaser's present intention was to hold these securities for a minimum capital gains period under the tax statutes, for a deferred sale, for a market rise, for a sale if the market does not rise, or for a year or any other fixed period in the future.

(iii) The Purchaser further acknowledges, agrees and understands that the securities must be held indefinitely unless they are subsequently registered under the Securities Act or an exemption from such registration is available. The Purchaser understands and agrees that the certificate evidencing the securities will be imprinted with a legend which prohibits the transfer of the securities unless they are registered or such registration is not required in the opinion of counsel for the Company.

(iv) The Purchaser is aware of the adoption of Rule 144 by the Commission, promulgated under the Securities Act, which permits limited public resale of securities acquired in a non-public offering subject to the satisfaction of certain conditions.

(v) The Purchaser further acknowledges that in the event all of the requirements of Rule 144 are not met, compliance with Regulation A or some other registration exemption will be required; and that although Rule 144 is not exclusive, the staff of the Commission has expressed its opinion that persons proposing to sell private placement securities other than in a registered offering and other than pursuant to Rule 144 will have a substantial burden of proof in establishing that an exemption from registration is available for such offers or sales and that such persons and the brokers who participate in the transactions do so at their own risk.

(b) The Purchaser agrees, in connection with the Company's initial public offering of the Company's securities, (i) not to sell, make short sales of, loan, grant any options for the purchase of, or otherwise dispose of any shares of Common Stock of the Company held by the Purchaser (other than those shares included in the registration) without the prior written consent of the Company or the underwriters managing such initial underwritten public offering of the Company's securities for one hundred eighty (180) days from the effective date of such registration and (ii) further agrees to execute any agreement reflecting (i) above as may be requested by the underwriters at the time of the public offering.

3. Legends. The share certificate evidencing the Shares issued hereunder shall be endorsed with the following legends:

(a) "THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO, OR IN CONNECTION WITH, THE SALE OR DISTRIBUTION THEREOF. NO SUCH SALE OR DISPOSITION MAY BE EFFECTED WITHOUT AN EFFECTIVE REGISTRATION STATEMENT RELATED THERETO OR AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED UNDER THE SECURITIES ACT OF 1933".

(b) THE SHARES REPRESENTED BY THIS CERTIFICATE MAY BE TRANSFERRED ONLY IN ACCORDANCE WITH THE TERMS OF AN AGREEMENT BETWEEN THE COMPANY AND THE STOCKHOLDER, A COPY OF WHICH IS ON FILE WITH THE SECRETARY OF THE COMPANY.

(c) Any legend required by applicable state securities laws.

4. Right of First Refusal.

(a) In the event, at any time following the date of this Agreement, the Purchaser or his transferee desires (or is required) to sell or transfer in any manner the Shares (except for transfers to Roth or any member of the University of Texas System provided such transferee agrees in writing to be bound by the terms of this Agreement as if such transferee were the "Purchaser" hereunder), he shall first offer such Shares for sale to the Company at the same price, and upon the same terms (or terms as similar as reasonably possible) upon which he is proposing or is to dispose of such Shares. If the transfer does not involve a price freely set by the Purchaser, the price shall be determined as set forth in Section 4(c) below. Such right of first refusal shall be provided to the Company for a period of thirty (30) days following receipt by the Company of written notice by the Purchaser of the terms and conditions of said proposed sale or transfer, or thirty (30) days following the setting of a price under Section 4(c) (when the price is determined under Section 4(c)). In the event the Shares are not disposed of within thirty (30) days following lapse of the period of the right of first refusal provided to the Company, they shall once again be subject to the right of first refusal herein provided.

(b) In the event, at any time following the date of this Agreement, of any transfer by operation of law or other involuntary transfer (including a transfer pursuant to dissolution of marriage) of all or a portion of the Shares, the Company shall have an option to purchase all of the Shares transferred. Upon such a transfer, the person acquiring the Shares shall promptly notify the Secretary of the Company of such transfer. The right to purchase such Shares shall be provided to the Company for a period of thirty (30) days following receipt by the Company of written notice by the person acquiring the Shares.

(c) With respect to any stock to be transferred pursuant to Sections 4(a) or 4(b) and as to which a price has not been set by the Purchaser under Section 4(a), the price per Share shall be a price set by the mutual agreement of Purchaser and the Board of Directors of the Company which price will reflect the current value of the Shares in terms of present earnings and future prospects of the Company. If no such mutual agreement can be reached, the price will be determined by an independent financial analyst which is acceptable to both the Purchaser and the Board of Directors of the Company. The cost of such determination, if any, will be divided equally between the Company and the Purchaser. Any time required to resolve a dispute regarding the value of the Shares shall be added to the thirty (30) day period in which the Company may exercise its right to purchase.

(d) The right of the Company to purchase any part of the Shares may be assigned in whole or in part to one or more employees, officers, directors or shareholders of the Company or other persons or organizations.

(e) All transferees of Shares or any interest therein shall be required as a condition of such transfer to agree in writing in the form satisfactory to the Company that they will receive and hold such Shares or interests subject to the provisions of this Agreement, including, insofar as applicable, the Company's right of first refusal in this Section 4. Any sale or transfer of the Company's Shares shall be void unless the provisions of this Agreement are met.

(f) The right of first refusal granted the Company by this Section 4 shall terminate at such time as a public market exists for the Company's Common Stock (or any other stock issued to purchasers in exchange for the Shares purchased under this Agreement). Upon termination of the right of first refusal, at the Purchaser's request the Company shall issue a new certificate representing the Shares without a legend referring to such refusal right. For the purpose of this Agreement, a "public market" shall be deemed to exist if (i) such stock is listed on a national securities exchange (as that term is used in the Securities Exchange Act of 1934) or (ii) such stock is traded on the over-the-counter market and prices are published daily on business days in a recognized financial journal.

(g) The right of first refusal contained in this Section 4 shall not apply to a transfer to the Purchaser's ancestors or descendants or spouse or to a trustee for their benefit, provided that such transferee shall agree in writing in form satisfactory to the Company to take such Shares subject to all the terms of this Agreement, including the Company's right of first refusal on further transfers.

5. Adjustment for Stock Split. All references to the number of Shares and the purchase price of the Shares in this Agreement shall be appropriately adjusted to reflect any stock split, stock dividend or other change in the Shares which may be made by the Company after the date of this Agreement.

6. General Provisions.

(a) This Agreement shall be governed by the internal laws of the State of Delaware. This Agreement represents the entire agreement between the parties with respect to the purchase of Common Stock by the Purchaser, may only be modified or amended in writing signed by both parties and satisfies all of the Company's obligations to the Purchaser with regard to the issuance or sale of securities.

(b) Any notice, demand or request required or permitted to be given by either the Company or the Purchaser pursuant to the terms of this Agreement shall be in writing and shall be deemed given when delivered personally or deposited in the U.S. mail, registered with a return receipt requested and with postage prepaid, and addressed to the parties at the addresses of the parties set forth at the end of this Agreement or such other address as a party may request by notifying the other in writing.

(c) The rights and benefits of the Company under this Agreement shall be transferable to any one or more persons or entities, and all covenants and agreements hereunder shall inure to the benefit of, and be enforceable by the Company's successors and assigns. The rights and obligations of the Purchaser under this Agreement may only be assigned with the prior written consent of the Company.

(d) Either party's failure to enforce any provision or provisions of this Agreement shall not in any way be construed as a waiver of any such provision or provisions, nor prevent that party thereafter from enforcing each and every other provision of this Agreement. The rights granted both parties herein are cumulative and shall not constitute a waiver of either party's right to assert all other legal remedies available to it under the circumstances.

(e) The Purchaser and the Company agree upon request to execute any further documents or instruments necessary or desirable to carry out the purposes or intent of this Agreement.

(f) The Purchaser shall be entitled to be, in its sole discretion, a party to any agreement regarding registration rights and/or information rights which the Company enters into pursuant to an equity financing.

(g) This Agreement may be executed in counterparts. Each of which shall be deemed an original and all of which together shall constitute one instrument.

(h) EACH OF THE UNDERSIGNED ACKNOWLEDGES THAT THIS IS AN EXECUTORY CONTRACT THE RIGHTS AND OBLIGATIONS OF WHICH ARE EXPRESSLY CONDITIONED UPON THE APPROVAL OF THE BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM AS EVIDENCED BY SIGNATURE BELOW. IF THE BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM HAS NOT APPROVED AND EXECUTED THIS AGREEMENT BY OCTOBER 15, 1994, IT SHALL BE OF NO FURTHER FORCE OR EFFECT AND ALL SECURITIES ISSUED PURSUANT TO THIS AGREEMENT SHALL BE FORFEITED, NO LONGER BE DEEMED OUTSTANDING AND BE DEEMED AUTHORIZED BUT UNISSUED SHARES OF CAPITAL STOCK.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year first set forth above.

PURCHASER:


THE UNIVERSITY OF TEXAS
M.D. ANDERSON CANCER CENTER

BOARD OF REGENTS OF THE
UNIVERSITY OF TEXAS SYSTEM

By: _____
David J. Bachrach
Executive Vice President
for Administration and Finance

By: _____
Thomas G. Ricks
Vice Chancellor for
Asset Management

APPROVED AS TO CONTENT:

By: 
William J. Doty
Director, Technology
Development

APPROVED AS TO FORM:

By: _____
Dudley R. Dobie, Jr.
Manager, Intellectual
Property

COMPANY:

INTRON THERAPEUTICS, INC.

By: 
David Nance
President

Pursuant to the transfer of 603,957 of the shares purchased under the foregoing agreement to Jack A. Roth, M.D., the undersigned hereby agrees to be bound by the terms of the foregoing agreement.

Jack A. Roth, M.D.

STOCK ASSIGNMENT AGREEMENT

THIS AGREEMENT is made effective as of the 27th day of August, 1994, between the Board of Regents of The University of Texas System ("Board"), an agency of the State of Texas, whose address is 201 W. Seventh Street, Austin, Texas 78701; and Jack A. Roth, M.D. of Houston, Texas ("Roth").

WHEREAS, Board, in anticipation that, at its regularly scheduled meeting in October, 1994, it will enter into a Patent and Technology License Agreement (the "Technology License") with Intron Therapeutics, Inc., a Delaware corporation having a principal place of business located at 301 Congress Avenue, Suite 2025, Austin, Texas 78701 (referred to herein as "Intron" notwithstanding that Intron has changed its name to "Introgen Therapeutics, Inc.") relating to certain patent and technology rights owned by Board and invented by Roth;

WHEREAS, as partial consideration for the Technology License to be granted by Board to Intron at the Board's regularly scheduled October, 1994 meeting, Board has acquired Intron stock and such stock has in fact been issued to Board by Intron subject only to the terms of such grant and any and all agreements entered into by Intron and Board pursuant to such grant and incorporated by reference into the Board agenda making such grant; and

WHEREAS, pursuant to Board's Rules and Regulations, Part Two, Chapter XII, subdivision 6.1, Board may share such stock with Roth, and Roth wishes to receive a portion of such stock subject to the terms set forth herein.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and obligations contained herein, the parties agree as follows:

1. Assignment of stock. Board hereby assigns and transfers 603,957 shares of Intron's Common Stock (the "Shares"), this number of shares being one-half of those acquired by Board from Intron as described in the recitations above. This assignment is subject to, and Roth hereby accedes and agrees to the terms of, that certain "Intron Therapeutics, Inc. Stock Purchase Agreement" dated August 23, 1994, and to be approved by Board in October, 1994, and a copy of which is attached hereto and incorporated by reference herein for all purposes as if Roth were included as "Purchaser" in such agreement.

2. Representations and warranties. Other than its authority to enter into this Agreement, Board makes no representations or warranties whatsoever to Roth with respect to the Shares, the Technology License, the "Intron Therapeutics, Inc. Stock Purchase Agreement" or any other matter concerning this Agreement or the transaction to which it relates.

3. Release and indemnification. Roth acknowledges that Board has had no opportunity to vote the Shares in any manner and has no past, present or future obligation of trust or as a fiduciary to Roth with respect to the Shares. Further, Roth hereby releases and forever discharges Board, The University of Texas System, The University of Texas M.D. Anderson Cancer Center, and their officers, employees and representatives, from any and all claims, demands, causes of action, damages, judgments, reasonable attorneys fees, including without limitation, claims or actions under securities laws, with respect to the Shares, Board's possession thereof, or the transfer of said Shares pursuant to this Agreement.

4. General.

4.1 This Agreement incorporates the provisions of any and all agreements that have been or will be entered into by Intron and Board pursuant to the Board's grant of rights under the Technology License and incorporated by reference into the Board agenda making such grant.

4.2 This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas.

IN WITNESS WHEREOF, the parties have executed and caused this Agreement to be executed by their duly authorized representatives.

BOARD OF REGENTS OF THE
UNIVERSITY OF TEXAS SYSTEM

By: _____
Thomas G. Ricks
Vice Chancellor for Asset Management

APPROVED AS TO FORM:

By: _____
Dudley R. Dobie, Jr.
Office of General Counsel
The University of Texas System

JACK A. ROTH

V. OTHER MATTERS

U. T. System: Proposed Amendments to Sections III and IV of the Private Placement Investment Policy Statement.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Vice Chancellor for Asset Management that Sections III and IV of the U. T. System Private Placement Investment Policy Statement be amended as set forth below in congressional style:

~~[III--SPECIAL-ADVISORS~~

~~The Regents and Investment Committee shall designate a minimum of two Special Advisors to assist and provide guidance to the private placement investment function.--These advisors shall generally be selected from members of the Investment Advisory Committee.--Their role shall be to provide experienced input and judgment to the decision process and transaction structuring.--In practice their counsel will cover both portfolio strategy as well as specific transactions.]~~

III[IV]. INVESTMENT APPROVAL AND MANAGEMENT

The Office of Private Investments, under procedures established by the Vice Chancellor for ~~[Placement Office within the]~~ Asset Management, ~~[organization]~~ is responsible for the selection, ~~[all]~~ investigation, due diligence, negotiation, closing, and monitoring of each private ~~[placement]~~ investment.

~~[Approval of individual investments shall involve a four step process.]~~

~~[1)]~~ The Office of Private Investments ~~[Placement Office]~~ shall conduct a thorough written evaluation of each specific investment proposal~~[s]~~ selected for review. Upon the unanimous approval of the Office of Private Investments portfolio managers ~~[group decision to proceed]~~, the proposed transaction, its risk and return characteristics, and structure will be recommended to ~~[presented to the Special Advisors.]~~

~~2)---~~ ~~Interaction with the Special Advisors will provide for a complete discussion of the recommended investment including relevant information about the business or partnership, lead investor (if any), management, proposed terms, promote involved (if applicable), and expected returns.--Risk elements and exit strategies shall also be disclosed to the extent known.~~

~~3)---~~ ~~The~~ ~~[Executive]~~ Vice Chancellor for Asset Management, who will independently ratify or veto ~~[shall make]~~ the portfolio managers' investment decision, after considering fully all relevant information available ~~[and the advice of the Special Advisors. Affirmative decisions shall be communicated by the Executive Vice Chancellor for Asset Management to the chairman and members of the Land and Investment Committee]~~. At least once a quarter, the Vice Chancellor for Asset Management shall issue a report to

the Asset Management Committee which summarizes the activity of the private investment portfolios for each fund so invested. Said report shall include new commitments, portfolio cash flows, and performance for the immediately preceding quarter and portfolio values and asset allocation as of the end of the immediately preceding quarter.

~~[4]--The Chairman of the Land and Investment Committee, after consultation with the other Committee members, shall make a determination as to whether the investment decision is satisfactory as to process and conclusion or if additional Land and Investment Committee input and review is appropriate.--Approval of the Land and Investment Committee shall be the highest authority required to approve a specific private placement investment.~~

~~The approval process is designed to assure the adequacy of experienced input to the decision process, a timely response capability, and sufficiency of information for the Board of Regents.--For logistical reasons, any meeting or information exchange may occur in person or via telephone.]~~

BACKGROUND INFORMATION

The Private Placement Investment Policy Statement was approved at the U. T. Board of Regents' meeting in December 1990. The proposed amendments to Sections III and IV of the Private Placement Investment Policy Statement were approved at the joint meeting of the Asset Management Committee and the Investment Advisory Committee on June 30, 1994. These amendments are recommended in order to:

- a. Designate the Regents' Rules and Regulations as the single source of delegation of investment authority to portfolio managers within the Office of Asset Management
- b. Uniformly control the investment risk of any asset class through asset allocation, diversification requirements, and other investment guidelines contained within the U. T. Board of Regents' investment policies for each Fund.

Executive Session of the Board

BOARD OF REGENTS
EXECUTIVE SESSION
Pursuant to Texas Government Code
Chapter 551, Sections 551.071, 551.072, and 551.074

Date: October 7, 1994

Time: 10:00 a.m. The Board will convene in Open Session and immediately recess to Executive Session. The Open Session will reconvene about 1:00 p.m. and continue through adjournment.

Place: Room 1.212 (Open Session) and Room 1.304 (Executive Session), Conference Center, U. T. Dallas

1. Pending and/or Contemplated Litigation - Section 551.071
 - a. U. T. Southwestern Medical Center - Dallas:
Proposed Settlement of Medical Liability Litigation
 - b. U. T. Southwestern Medical Center - Dallas:
Proposed Settlement of Medical Liability Claim
2. Land Acquisition, Purchase, Exchange, Lease or Value of Real Property and Negotiated Contracts for Prospective Gifts or Donations - Section 551.072
3. Personnel Matters Relating to Appointment, Employment, Evaluation, Assignment, Duties, Discipline, or Dismissal of Officers or Employees - Section 551.074