

Meeting No. 862

THE MINUTES OF THE BOARD OF REGENTS  
OF  
THE UNIVERSITY OF TEXAS SYSTEM

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June 11, 1992

Austin, Texas

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 OF  
 THE UNIVERSITY OF TEXAS SYSTEM  
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X.	SCHEDULED MEETING	253

THURSDAY, JUNE 11, 1992.--The members of the Board of Regents of The University of Texas System convened in regular session at 10:03 a.m. on Thursday, June 11, 1992, in The Nancy and Benno Schmidt Board Room of the Lila B. Etter Alumni Center at The University of Texas at Austin, Austin, Texas, with the following in attendance:

ATTENDANCE.--

Present

Chairman Beecherl, presiding  
Vice-Chairman Cruikshank  
Regent Barshop  
Regent Holmes  
Regent Loeffler  
Regent Moncrief  
Regent Rapoport  
Regent Temple

Absent

\*Vice-Chairman Ramirez

Executive Secretary Dilly

Chancellor Mark  
Executive Vice Chancellor Burck  
Executive Vice Chancellor Duncan  
Executive Vice Chancellor Mullins

Chairman Beecherl announced a quorum present and called the meeting to order.

WELCOME BY DR. WILLIAM H. CUNNINGHAM, PRESIDENT OF THE UNIVERSITY OF TEXAS AT AUSTIN.--Chairman Beecherl stated that the Board was pleased to be meeting at The University of Texas at Austin and then called on Dr. William H. Cunningham, President of U. T. Austin, for any welcoming remarks on behalf of the host institution.

On behalf of the faculty, staff, and students at U. T. Austin, President Cunningham welcomed the members of the Board and other guests to Austin.

U. T. BOARD OF REGENTS: APPROVAL OF MINUTES OF REGULAR MEETING HELD ON APRIL 8-9, 1992.--Upon motion of Regent Moncrief, seconded by Vice-Chairman Cruikshank, the Minutes of the regular meeting of the Board of Regents of The University of Texas System held on April 8-9, 1992, in San Antonio, Texas, were approved as distributed by the Executive Secretary. The official copy of these Minutes is recorded in the Permanent Minutes, Volume XXXIX, Pages 2184 - 2567.

\*Vice-Chairman Ramirez, who is recovering from recent surgery, was unable to attend this meeting.

SPECIAL ITEMS

1. U. T. Board of Regents - Regents' Rules and Regulations, Part One: Approval to Amend Chapter II by Adding a New Section 10 Relating to the Vice Chancellor for Development and External Relations.--The Board amended the Regents' Rules and Regulations, Part One, Chapter II by adding a new Section 10 to read as set forth below and renumbering the present Section 10 and subsequent Sections accordingly:

Sec. 10. Vice Chancellor for Development and External Relations.

The Vice Chancellor for Development and External Relations reports to the Chancellor and is responsible for the programs of the System related to private sector support, alumni relations, public information, and external constituencies as set out in Subsection 10.2 of this Chapter. The Vice Chancellor for Development and External Relations provides staff assistance to the Chancellor and the Executive Vice Chancellors in the exercise of their responsibilities. The Vice Chancellor for Development and External Relations has direct access to the Board of Regents of The University of Texas System and is expected to work directly with appropriate committees of the Board in discharging the duties of the office.

10.1 Appointment and Tenure.

The Vice Chancellor for Development and External Relations shall be appointed by the Board after nomination by the Chancellor. The Vice Chancellor for Development and External Relations shall hold office without fixed term, subject to the pleasure of the Chancellor. The Chancellor's actions regarding the Vice Chancellor for Development and External Relations are subject to review and approval by the Board.

10.2 Duties and Responsibilities.

The primary responsibilities of the Vice Chancellor for Development and External Relations include:

10.21 The provision of staff assistance to the Chancellor and the Executive Vice Chancellors in the execution of their responsibilities.

10.22 The development, organization, and administration of activities to obtain private sector funding for programs of the System.

- 10.23 The organization and administration of programs for providing information to the public relating to the System and coordinating those programs with the public information programs of the component institutions.
- 10.24 Directing the administration of the System Office of Special Services.
- 10.25 To assist in the development, organization, and administration of programs and activities related to alumni of System component institutions in coordination with appropriate personnel of the component institutions.
- 10.26 Coordinating the policies and activities of the System and the component institutions related to internal and external foundations that provide support for the System and the component institutions.
- 10.27 The performance of such other duties and responsibilities as may be assigned by the Chancellor.

The creation of the Office of the Vice Chancellor for Development and External Relations will enhance the ability of The University of Texas System Administration and the component institutions to develop, administer, and coordinate their private fund development efforts and relationships with external constituencies.

2. U. T. System: Approval of Membership or Status of Organization for All Component Development Boards and Advisory Councils Effective September 1, 1992.--
- (1) U. T. Arlington: Development Board, School of Architecture, College of Business Administration, College of Engineering, School of Social Work, and School of Nursing Advisory Councils;
- (2) U. T. Austin: Development Board, School of Architecture Foundation, College of Business Administration Foundation, College of Communication Foundation, College of Education Foundation, College of Engineering Foundation, College of Fine Arts Foundation, Geology Foundation, Graduate School Foundation, Graduate School of Library and Information Science Foundation, Harry Ransom Humanities Research Center, College of Liberal Arts Foundation, Longhorn Associates for Excellence in Women's Athletics, Longhorn Foundation, Marine Science, McDonald Observatory and Department of Astronomy Board of Visitors, College of Natural Sciences Foundation, School of Nursing Foundation, Pharmaceutical Foundation, School of Social Work Foundation, Texas Union, and Winedale Historical Center Advisory Councils;
- (3) U. T. Brownsville: Development Board;
- (4) U. T. Dallas: Development Board, School of Arts and Humanities, Callier Center for Communication Disorders, Erik Jonsson School of Engineering and Computer Science, School of General Studies, Cecil and Ida Green Center for the Study of Science and Society, School of Management, and School of Social Sciences Advisory Councils;
- (5) U. T. El Paso: Development Board, College of Engineering Industrial, and Miner Foundation Advisory Councils;
- (6) U. T. Pan American: Development Board, School of Business Administration/Center for Entrepreneurship and Economic Development, and School of Business Administration Advisory Councils;
- (7) U. T. Permian Basin: Development Board and Center for Energy and Economic Diversification Advisory Council;
- (8) U. T. San Antonio: Development Board, College of Business, College of Fine Arts and Humanities, College of Sciences and Engineering, and College of Social and Behavioral Sciences Advisory Councils;
- (9) U. T. Tyler: Development Board;
- (10) U. T. Institute of Texan Cultures - San Antonio: Development Board;
- (11) U. T. Southwestern Medical Center - Dallas: Development Board;
- (12) U. T. Medical Branch - Galveston: Development Board, School of Allied Health Sciences, and School of Nursing Advisory Councils;
- (13) U. T. Health Science Center - Houston: Development Board and Speech and Hearing Institute Advisory Council;
- (14) U. T. Health Science Center - San Antonio: Development Board, Dental School, Medical School, and Nursing School Advisory Councils;
- (15) U. T. M.D. Anderson Cancer Center: University Cancer Foundation Board of Visitors; and
- (16) U. T. Health Center - Tyler: Development Board.--
- Unless otherwise indicated, membership was authorized and nominees approved by the U. T. Board of Regents to the development boards and advisory councils of The University of Texas System as set forth on Pages 5 - 43 effective September 1, 1992. The full membership of each organization is set out with the reappointments indicated by a single asterisk and new appointments by double asterisks.

On behalf of the Board, Chairman Beecherl expressed sincere appreciation to these dedicated friends and supporters of the U. T. System component institutions who are working diligently and effectively to increase the level of support from private sources.

1. The University of Texas at Arlington

Development Board.--Authorized Membership 25:

	<u>Term Expires</u>
* Mr. Eugene T. Allen, Arlington	1995
Malcolm K. Brachman, Ph.D., Dallas	1993
Mr. James T. Brown, Grand Prairie	1994
* Mr. Chris Carroll, Arlington	1995
* Mr. J. Jan Collmer, Dallas	1995
Mr. Tom Cravens, Arlington	1994
Mr. James A. Cribbs, Arlington	1993
Mr. Gary W. Cumbie, Fort Worth	1994
Mr. Robert C. Duncan, Arlington	1993
* Ms. Billie N. Farrar, Arlington	1995
Mr. Jenkins Garrett, Fort Worth	1993
Mr. H. Jarrell Gibbs, Fort Worth	1993
* The Honorable Richard E. Greene, Arlington	1995
Albert H. Halff, Ph.D., Arlington	1994
Mr. John T. King, Arlington	1994
* Mr. Cecil W. Mayfield, Arlington	1995
* Mr. Bill Prince, Arlington	1995
Mr. Nathan L. Robinett, Arlington	1993
T. L. Shields, M.D., Fort Worth	1993
* Benedict A. Termini, M.D., Arlington	1995
Mr. Tom Timmons, Dallas	1993
Mr. Royce West, Dallas	1994
* Mr. Ted C. Willis, Arlington	1995
Mr. Jesse Wilson, Dallas	1994

Unfilled Term - 1 (To be determined as filled)

School of Architecture Advisory Council.--  
Authorized Membership 27:

	<u>Term Expires</u>
* Mr. Bill Booziotis, FAIA, Dallas	1995
* Mr. David Braden, FAIA, Dallas	1995
Richard Brettell, Ph.D., Dallas	1993
Mr. David Browning, AIA, Dallas	1994
Mr. Frank C. Clements, ASLA, Dallas	1993
Mr. Gary Cunningham, AIA, Dallas	1994
* Mr. Stuart Dawson, ASLA, Watertown, MA	1995
Mr. David Dillon, Dallas	1993
Mr. Mark Dilworth, AIA, Dallas	1993
Mr. Martin Growald, AIA, Fort Worth	1994
Mr. Ralph Hawkins, AIA, Dallas	1993
* Ms. Carol Hermanovski, Dallas	1995
* Mr. Don Kirk, FAIA, Fort Worth	1995
Robert Maloy, Ph.D., Dallas	1994
Mr. Raymond Nasher, Dallas	1994
** Ms. Jessie Price, Dallas	1995
Mr. Joseph Scalabrin, FAIA, Dallas	1993
Daniel Schodek, Ph.D., Cambridge, MA	1994
Mr. Gene Schrickel, FASLA, Arlington	1993
Mr. Nelson Spencer, Dallas	1993

Mr. Ed Stout, Fort Worth	1993
Mr. Bartholomew Voorsanger, FAIA, New York, NY	1994
Mr. James Wiley, FAIA, Dallas	1994

Unfilled Terms - 4 (To be determined as filled)

College of Business Administration Advisory Council.--  
Authorized Membership 30:

	<u>Term Expires</u>
Mr. Robert F. Anderson, Fort Worth	1993
* Mr. James E. Buerger, Dallas	1995
Mr. Richard L. Buerkle, Arlington	1993
Mr. W. Frank Cofer, Dallas	1993
Mr. Terry R. Dallas, Fort Worth	1994
Mr. John Dodd, Dallas	1993
Mr. Raul Elizondo, Dallas	1993
** Mr. Gregg Engles, Dallas	1995
* Mr. Richard Fogel, Dallas	1995
Mr. Gordon Forward, Midlothian	1994
Mr. Jerry Grubstein, Dallas	1994
Mr. Tom Harenchar, Dallas	1994
* Mr. W. Preston Holsinger, Dallas	1995
Mr. James E. Jack, Dallas	1993
Mr. Thomas M. McMahon, San Francisco, CA	1993
** Mr. Bruce McNeil, Arlington	1994
** Mr. William A. McWhirter, Dallas	1995
* Mr. David Newell, Fort Worth	1995
* Mr. Ronald L. Parrish, Fort Worth	1995
Mr. Charles Paul, Fort Worth	1994
Ms. Vikki L. Pier, Fort Worth	1993
* Mr. William W. Richey, Dallas	1995
* Mr. Stephen W. Spies, Arlington	1995
* Mr. Donald E. Wagner, Dallas	1995
* Mr. Phillip R. Williams, Arlington	1995
** Mr. Clyde E. Womack, Fort Worth	1993

Unfilled Terms - 4 (To be determined as filled)

College of Engineering Advisory Council.--  
Authorized Membership 26:

	<u>Term Expires</u>
Mr. L. N. Bell, Dallas	1993
Mr. E. R. Brooks, Dallas	1993
Mr. Jan Collmer, Dallas	1994
Mr. C. R. Farmer, Jr., Dallas	1994
* Felix Fenter, Ph.D., Dallas	1995
Mr. Wilton N. Hammond, Fort Worth	1993
Mr. William F. Hayes, Dallas	1994
Mr. Floyd H. Hollister, Dallas	1993
Mr. Max D. Hopper, Fort Worth	1993
Mr. Dwayne Humphrey, Arlington	1993
Mr. Patrick K. Kirkwood, Irving	1993
* Mr. Charles Lynk, Fort Worth	1995
Mr. James R. Nichols, Fort Worth	1993
John Patterson, Ph.D., Fort Worth	1994
Mr. Eric Ross, Richardson	1994
* Mr. Roger Yandell, Fort Worth	1995

Unfilled Terms - 10 (To be determined as filled)

School of Social Work Advisory Council.--  
Authorized Membership 26:

	<u>Term Expires</u>
Miss Josephine Beckwith, Fort Worth	1994
Mrs. Geraldine Beer, Dallas	1994
Malcolm Brachman, Ph.D., Dallas	1994
Mr. J. Vernon Campbell, Arlington	1993
Mr. Ronald S. Clark, Arlington	1993
Mr. Thomas Delatour, Dallas	1994
Mr. Roy E. Dulak, Dallas	1994
* Mr. Larry Eason, Fort Worth	1995
Ms. Billie Farrar, Arlington	1994
Mr. Benton Ford, Grand Prairie	1993
Mrs. Betty Jo Hay, Dallas	1994
* Mr. Pete Hinojosa, Fort Worth	1995
* Mrs. Erma Johnson, Fort Worth	1995
Mrs. JoLene Johnston, Arlington	1993
Mr. Jerome A. Lindsay, Arlington	1993
Rabbi Ralph Mecklenberger, Fort Worth	1994
* Ms. Lori Palmer, Dallas	1995
* Mr. Eddie Sandoval, Hurst	1995
Mr. Ralph Shannon, Dallas	1993
* Mr. Earle A. Shields, Jr., Fort Worth	1995
Mrs. Dovie Webber, Arlington	1993
* Mr. John Widner, Fort Worth	1995

Unfilled Terms - 4 (To be determined as filled)

School of Nursing Advisory Council.--  
Authorized Membership 16:

	<u>Term Expires</u>
Ron Anderson, M.D., Dallas	1994
* Mr. Dave Bloxom, Sr., Fort Worth	1995
Mrs. Sharon Carty, R.N., Dallas	1994
Mr. R. E. Cox III, Fort Worth	1994
* Mr. Dan Dipert, Arlington	1995
Mr. Tom Dwyer, Dallas	1993
Ms. Barbara Grundeman, R.N., Arlington	1994
Mrs. Vera Harrington, Sulphur Springs	1993
James F. Herd, M.D., Fort Worth	1993
Mrs. Hazel Jay, R.N., Fort Worth	1993
* Ms. Margaret Jordan, R.N., Dallas	1995
Mr. Rex C. McRae, Arlington	1994
* Mary Jo Perley, R.N., Ph.D., Dallas	1995
Mrs. Joyce Pike, Arlington	1993
* Mr. Ron Smith, Fort Worth	1995
Mrs. Starke Taylor, Jr., R.N., Dallas	1993

Development Board.--Authorized Membership 61:

	<u>Term Expires</u>
Nasser I. Al-Rashid, Ph.D., Riyadh, Saudi Arabia	1993
Mr. R. C. Allen, Corpus Christi	1993
Mr. Morris Atlas, McAllen	1994
** Mr. John W. Barnhill, Jr., Brenham	1995
Mr. Sam Barshop, San Antonio	Regent Representative
* Mrs. Joan Ragsdale Baskin, Midland	1995
Mrs. Nancy Lee Bass, Fort Worth	1994
* The Honorable Lloyd M. Bentsen, Jr., Washington, DC	1995
Mr. Jack S. Blanton, Houston	1994
* Mr. John F. Bookout, Jr., Houston	1995
Mr. Lewis E. Brazelton III, Houston	1993
* Mr. Jon Brumley, Fort Worth	1995
Mr. Ruben R. Cardenas, McAllen	1994
Mrs. Bob Casey, Jr., Houston	1994
* Mr. John S. Chase, FAIA, Houston	1995
* Ms. Barbara Smith Conrad, New York, NY	1995
Mr. Jack Rust Crosby, Austin	1993
Mr. Robert H. Dedman, Dallas	1994
Mr. Franklin W. Denius, Austin	1994
** Mrs. Ben A. Donnell, Corpus Christi	1995
Mr. Bob R. Dorsey, Austin	1994
* Mr. John H. Duncan, Houston	1995
* Mr. John W. Fainter, Jr., Austin	1995
* Peter T. Flawn, Ph.D., Austin	1995
Mr. Burt Harkins, Corpus Christi	1993
Mr. Norcell D. Haywood, AIA, San Antonio	1993
** James L. Hill, Ph.D., Austin	1995
* The Honorable Kay Bailey Hutchison, Austin	1995
Mrs. Bebe Canales Inkley, San Antonio	1993
Mrs. Joseph D. Jamail, Houston	1993
Mrs. Jean W. Kaspar, Shiner	1994
Mrs. Sue Killam, Laredo	1993
Mr. Lowell H. Lebermann, Jr., Austin	1994
Mr. Jeff B. Love, Houston	1994
Mrs. Prudence M. Mackintosh, Dallas	1994
Mr. Bob Marbut, San Antonio	1993
Mrs. Margaret McDermott, Dallas	1993
Mrs. Beryl Buckley Milburn, Austin	1993
* Mr. James R. Moffett, New Orleans, LA	1995
* Mr. James M. Moroney, Jr., Dallas	1995
Mr. Mike A. Myers, Dallas	1994
* Mr. Jon P. Newton, Austin	1995
* Mr. Wade T. Nowlin, Dallas	1995
Mr. Robert L. Parker, Sr., Tulsa, OK	1994
* Mr. James L. Powell, Fort McKavett	1995
Mario E. Ramirez, M.D., Rio Grande City	Special Member
Mr. Shannon H. Ratliff, Austin	1994
Mrs. John H. Rauscher, Jr., Dallas	1993
* Mr. Corbin J. Robertson, Jr., Houston	1995
Mr. Benno C. Schmidt, New York, NY	1993
** Mr. Marvin Selig, Seguin	1995
H. Don Smith, M.D., Tyler	1993
Mrs. Sandra Esquivel Snyder, Dallas	1994
Mr. Ralph Spence, Tyler	1994
Mr. Ronald G. Steinhart, Dallas	1993
* The Honorable Annette G. Strauss, Dallas	1995
Mr. John T. Stuart III, Dallas	1994
Mr. Larry E. Temple, Austin	1993

* Ms. Trisha Wilson, Dallas	1995
* Mrs. Betty Bentsen Winn, McAllen	1995
Mr. J. Sam Winters, Austin	1994
Mrs. Carolyn Josey Young, Houston	1994
* Mr. Mario Yzaguirre, Brownsville	1995

School of Architecture Foundation Advisory Council.--  
 Authorized Membership 39:

	<u>Term Expires</u>
Mr. Lexa M. Acker, Austin	1994
* Mr. Frank M. Aldridge III, Dallas	1995
Mr. David Brown Barrow, Jr., AIA, Austin	1994
** Mr. Marvin E. Beck, Austin	1993
** Mr. Karl M. Buesing, Austin	1995
Mr. Patrick S. Chumney, San Antonio	1994
** The Honorable Lee Cooke, Austin	1995
* Mr. Bob J. Crow, Fort Worth	1995
* Mr. Hugh M. Cunningham, Jr., Dallas	1995
Mr. Jerry A. Davis, AIA, New York, NY	1993
** Mr. Bobby Dan Dillon, Temple	1993
** Mr. John Morris Dixon, Stanford, CT	1995
** Mr. Ted Flato, San Antonio	1993
Mr. Richard T. Gilbane, Smithfield, RI	1994
* Mr. Stan Haas, San Francisco, CA	1995
** Mr. Ray Henry, Burbank, CA	1993
Mr. Wendell P. Holmes III, The Woodlands	1994
Mr. A. L. Jensen, Houston	1993
Mr. Fay Jones, FAIA, Fayetteville, AR	1994
Mr. Charles P. Kaplan, San Antonio	1994
* Mrs. Alfred A. King, Austin	1995
** Ms. Katheryn Lott, Austin	1993
* Ms. Jane H. Macon, San Antonio	1995
Mr. Laurin McCracken, AIA, Dallas	1993
Mr. Richard W. Meyer, Austin	1994
Mr. Larry Peel, Austin	1994
** Mr. Antoine Predock, Albuquerque, NM	1993
** Mr. Charles Price, Dallas	1995
Ms. Alice Kleberg Reynolds, San Antonio	1994
** Ms. Karin Richmond, Austin	1995
Mr. Everett Roberts, Fort Worth	1994
Ms. Deedie Rose, Dallas	1993
Mr. Jack A. Schutts, AIA, Fort Worth	1993
Mr. Larry D. Self, FAIA, London, England	1993
Mr. Hiram A. Sibley, Alpine	1994
Mrs. Melba Whatley, Austin	1994
Ms. Trisha Wilson, Dallas	1994
** Mr. Mehrdad Yazdani Allahabadi, Santa Monica, CA	1993

Unfilled Term - 1 (To be determined as filled)

College of Business Administration Foundation  
 Advisory Council.--Authorized Membership 46:

	<u>Term Expires</u>
* Mr. Robert Alpert, Dallas	1993
Mr. Travis W. Bain II, Nashville, TN	1993
* Mr. Stephen P. Ballantyne, San Antonio	1995
Mr. Lewis E. Brazelton III, Houston	1993
Mr. Shelby H. Carter, Jr., Austin	1994
Mr. Aubrey L. Cole, Houston	1993
Mr. Peter R. Coneway, Houston	1993
* Mr. Donald L. Evans, Midland	1995
* Mr. John W. Fainter, Jr., Austin	1995
* Mr. James J. Forese, Armonk, NY	1995

Joseph M. Grant, Ph.D., Dallas	1994
Mr. Robert G. Greer, Houston	1994
Ms. Barbara Sublett Guthery, Austin	1993
* Mr. John P. Harbin, Dallas	1995
Frederick B. Hegi, Jr., Ph.D., Dallas	1994
Mr. Alfred Jackson, Houston	1994
Mr. Kenneth M. Jastrow, Austin	1994
* Mr. Larry G. Jones, Houston	1995
Mr. Don D. Jordan, Houston	1994
* Mr. Gregory A. Kozmetsky, Austin	1993
Mr. Andrew K. Ludwick, Santa Clara, CA	1993
Mr. Frank W. Maresh, Houston	1994
* Mr. W. Baker McAdams, London, England	1995
Allen T. McInnes, Ph.D., Houston	1994
Mr. Preston Moore, Jr., Washington, DC	1993
Mr. James J. Mulva, Bartlesville, OK	1993
* Mr. Mike A. Myers, Dallas	1993
Mr. R. Stephen Polley, Carrollton	1993
Mr. Joe N. Prothro, Wichita Falls	1993
* Mr. Benjamin Rodriguez, San Antonio	1995
Mr. Robert B. Rowling, Corpus Christi	1993
* Mr. Neal Spelce, Austin	1993
* Mr. Charles E. Spruell, Dallas	1993
Mr. Donald J. Stone, Dallas	1993
Mr. John T. Stuart III, Dallas	1993
Mr. Charles S. Teeple IV, Austin	1993
Mr. Ralph B. Thomas, Houston	1993
** Mr. James G. Thompson, Skillman, NJ	1995
Mr. McHenry T. Tichenor, Jr., Dallas	1993
Mr. Peter S. Wareing, Houston	1994
Mr. George S. Watson, Dallas	1993
David A. Wilson, Ph.D., Cleveland, OH	1993
* Christopher Wrather, Ph.D., Beverly Hills, CA	1993

Unfilled Terms - 3 (To be determined as filled)

College of Communication Foundation Advisory Council---  
Authorized Membership 35:

	<u>Term Expires</u>
Mr. Lynn C. Ashby, Houston	1994
Mr. Fred V. Barbee, El Campo	1994
Mr. John W. Barnhill, Jr., Brenham	1993
Mrs. Eddy Blanton, Houston	1994
** Mr. Philip William Bode III, Houston	1993
Mr. Jean William Brown, Houston	1994
Mr. George Christian, Austin	1993
Ms. Merry Maureen Clark, New York, NY	1994
** Ms. Catherine Jean Crier, Atlanta, GA	1995
Lillian J. Davis, Ph.D., Austin	1994
Mr. Alejandro Junco de la Vega, Monterrey, Nuevo Leon, Mexico	1993
Mr. Dwight Ellis, Washington, DC	1994
* Mr. Albert E. Fitzpatrick, Miami, FL	1995
* Mr. Larry D. Franklin, San Antonio	1995
Mr. Terry Hemeyer, Spring	1993
Ms. Helen Hernandez, Sherman Oaks, CA	1994
** Mrs. Karen Elliott House, New York, NY	1995
Mr. Joseph T. Jerkins, Austin	1993
Mr. Roger S. Kintzel, Austin	1994
Mr. Thos. H. Law, Fort Worth	1994
* Mr. Julian R. Levine, Redondo Beach, CA	1995
** Mr. David R. Lopez, Austin	1995
Mr. Charles Arthur Lutz, Houston	1994
Mr. Thomas R. McCartin, Dallas	1994
Ms. Judith Asel Newby, Austin	1993

** Mr. Terry Patch, Dallas	1995
Mr. Sidney Pike, Atlanta, GA	1993
Mr. Adam C. Powell III, Mill Valley, CA	1993
** Mr. H. Ken Rigsbee, Jr., Austin	1995
* Mrs. Josefina A. Salas-Porras, El Paso	1995
** Mr. Neal Spelce, Austin	1995
Mr. Robert Squier, Washington, DC	1993
* Ms. Martha Russell Tiller, Dallas	1995
** Elizabeth L. Young, Ph.D., Washington, DC	1995
Mr. Michael A. Zinberg, Beverly Hills, CA	1993

College of Education Foundation Advisory Council.--  
 Authorized Membership 65:

	<u>Term Expires</u>
* Mrs. Ada C. Anderson, Austin	1995
Mrs. Kathy Armstrong, Austin	1993
Mrs. Dorothy C. Ashby, Houston	1993
Lloyd T. Baccus, M.D., Atlanta, GA	1993
Mr. Daniel A. Bennett, San Antonio	1994
* Mr. Frank L. Breedlove, Dallas	1994
** Mr. W. Gray Bryant, Austin	1995
Mr. Jack Thomas Burnett, Austin	1993
Mr. Jerry M. Carlson, Austin	1993
Mrs. Hetty Jean Clement, Austin	1993
John P. Connolly, Ed.D., Dallas	1994
* Mr. Hector De Leon, Austin	1995
* Mr. Bob R. Dorsey, Austin	1995
** Mr. Andrew C. Elliott, Jr., Austin	1995
Mr. Richard F. Erdmann, Salt Lake City, UT	1994
** Mr. John W. Fainter, Jr., Austin	1995
Mrs. Dillon J. Ferguson, Houston	1993
Craig Fields, Ph.D., Austin	1994
Colleen O. George, Ph.D., Scottsdale, AZ	1993
The Honorable Charles A. Gonzalez, San Antonio	1993
Mr. Sanford L. Gottesman, Austin	1994
Mr. Heriberto Guerra, Jr., Austin	1994
* Mr. M. K. Hage, Jr., Austin	1995
Donald D. Hammill, Ed.D., Austin	1993
Mr. David Hart, Austin	1993
Mr. Robert T. Hayes, Dallas	1993
** Mr. Marvin D. Henderson, Jr., Round Rock	1995
Dealey Decherd Herndon, Austin	1994
* Mrs. John L. Hill, Houston	1995
Mr. James Richard Huffines, Austin	1994
* Mrs. Patricia E. Bell Hunter, Austin	1995
Ms. Carol F. Ikard, El Paso	1993
Claiborne Holt Johnson, Jr., Ph.D., Dallas	1994
Mr. Roger S. Kintzel, Austin	1994
** W. N. Kirby, Ph.D., Austin	1995
* Mrs. Mavis Knight, Dallas	1995
Mrs. Janey Lack, Victoria	1993
** Mr. Jack De Vere Ladd, Midland	1995
* Mrs. Franna White Litton, Houston	1995
Mr. Tom Luce, Dallas	1994
Ms. Marynell Maloney, San Antonio	1993
Mrs. Mollie B. Maresh, Houston	1993
* Mrs. Anne Rogers Mauzy, Austin	1995
Mr. Roy Mayers, Austin	1993
Mrs. Jane Clements Monday, Huntsville	1993
Mrs. Ann Bowers Noyce, Palo Alto, CA	1994
** Mrs. Kay Webb Nunnally, Houston	1995
Mrs. Catherine Parker, Tulsa, OK	1993
Mrs. Melinda Perrin, Houston	1993
Mr. Juan Portillo, Austin	1994
* Winston C. Power, Jr., Ph.D., Dallas	1995
Mr. Pike Powers, Austin	1994

Mrs. Gay K. Ratliff, Austin	1993
** Mr. William J. Renfro, Austin	1995
Mrs. Thomas Burton Rhodes, Jr., Dallas	1994
Mr. Ronald M. Smith, Austin	1994
* Mrs. C. Richard Stasney, Houston	1995
* Gordon K. Teal, Ph.D., Dallas	1994
Mrs. Jo Alice Tomforde, Houston	1993
Mr. Donald Van Stone, Austin	1994
* Mrs. Stephanie Whitehurst, Austin	1995
* Mrs. Robert Wilkes, Austin	1995
Mr. Louis B. Williams, Jr., Austin	1994
Mr. Linus D. Wright, Irving	1994
Mrs. Carolyn Josey Young, Houston	1993

College of Engineering Foundation Advisory Council.--  
 Authorized Membership 60:

	<u>Term Expires</u>
Mr. Herbert K. Acord, Fairfax, VA	1994
Mr. Robert J. Allison, Jr., Houston	1993
Ms. Jasmine Azima, San Antonio	1994
** Mr. James W. Bagley, Santa Clara, CA	1995
* Mr. Mellon C. Baird, Jr., Austin	1995
Mr. Thomas J. Billings, Corpus Christi	1993
** David C. Bonner, Ph.D., Akron, OH	1995
Mr. William Meredith Boren, Houston	1994
Mr. John D. Burns, Houston	1993
* Mr. W. E. Crain, San Francisco, CA	1995
Ralph S. Cunningham, Ph.D., Houston	1994
** Mr. Keys A. Curry, Jr., Houston	1995
** Mr. Kenneth R. Dickerson, Los Angeles, CA	1995
Mr. D. Keith Dodson, Houston	1994
Mr. Grant Dove, Austin	1993
E. Linn Draper, Jr., Ph.D., Columbus, OH	1993
* Michael P. Ekstrom, Ph.D., Houston	1995
Felix W. Fenter, Ph.D., Dallas	1994
Craig Fields, Ph.D., Austin	1994
Mr. John A. Focht, Jr., Houston	1993
* Mr. S. A. Garza, Austin	1995
** Mr. Dale D. Gilliam, Houston	1995
* Mr. M. E. Gillis, Dallas	1995
Murray Goldman, Ph.D., Austin	1993
** Mr. Stephen Henry Grote, Houston	1995
Mr. Ron W. Haddock, Dallas	1993
Mr. Jeffrey M. Heller, Dallas	1993
Mr. Gary T. Hurford, Arlington	1993
Mr. Don D. Jordan, Houston	1994
** Mr. Melvin L. Kopf, Dallas	1995
Mr. Milton B. Lee II, Austin	1994
Mr. Ramon Lopez, Houston	1994
* Mr. Charles A. Machedehl, Jr., Birmingham, AL	1995
** Mr. Robert C. Marini, Cambridge, MA	1995
Mr. John G. McMillian, Jr., Miami, FL	1993
* Mr. Russell J. McNaughton, Austin	1995
Charles E. McQueary, Ph.D., Greensboro, NC	1994
** Mr. Edward J. Mooney, Naperville, IL	1995
** Mr. Arnold Wray Oliver, Austin	1995
* Mr. Vin Prothro, Dallas	1995
Mr. James E. Roberts, Dallas	1993
Major General Hugh G. Robinson, Dallas	1994
Mr. Edward W. Rose III, Dallas	1994
* Mr. H. C. Sager, Houston	1995
** Mr. Marvin Selig, Seguin	1995
Mr. George A. Shafer, Dallas	1994
* Mr. Israel Sheinberg, Dallas	1995
Mr. Arthur L. Smalley, Jr., Houston	1994

William J. Spencer, Ph.D., Austin	1994
* Mr. Robert C. Thomas, Houston	1995
** Mr. Robert F. Thompson, Houston	1995
** Mr. Donald Charles Vaughn, Houston	1995
Mr. Bob Young, Houston	1993
** Mr. Jack Zarrow, Tulsa, OK	1995

Unfilled Terms - 6 (To be determined as filled)

College of Fine Arts Foundation Advisory Council.--  
 Authorized Membership 50:

	<u>Term Expires</u>
** Mrs. Ed Auler, Austin	1995
Mrs. Mary Miller Bartholow, Dallas	1993
** Mr. W. Gray Bryant, Austin	1995
Paul Burns, M.D., Austin	1994
Mrs. Roy A. Butler, Austin	1994
Mrs. Frank Cahoon, Midland	1993
Mrs. Charles M. Christensen, Austin	1993
Mrs. Fredricka Crain, Houston	1994
** Mr. Peter de Wetter, El Paso	1995
Mr. Bob R. Dorsey, Austin	1994
** Ms. Katherine F. Ebert, Houston	1995
* Mrs. Jeannette Smith Eppler, Dallas	1995
** Mrs. Carla Cocke Francis, Dallas	1995
Mr. Lester E. Giese, Nursery	1994
Mr. Joe N. Gwathmey, San Antonio	1993
Mr. M. K. Hage, Jr., Austin	1994
Mrs. Marie B. Hanna-Liling, Austin	1994
H. Bryce Jordan, Ph.D., Austin	1994
Mr. Ronald W. Kessler, Austin	1994
** Mrs. Kathryn Lloyd Ketelsen, Houston	1995
Ms. Susan Garwood Knapp, Houston	1994
Mrs. Robert Livingston, Victoria	1993
Mrs. Wales H. Madden, Jr., Amarillo	1993
** Mrs. Mari Schuchart Marchbanks, Austin	1995
Mrs. Edith McAllister, San Antonio	1994
** Mr. William J. McLellan, Austin	1995
** Ms. Ann Maddox Moore, McAllen	1995
** Mr. Merriman Morton, Austin	1995
** Mr. William B. Moser, Jr., Beeville	1995
Mrs. Gino Narboni, San Antonio	1993
Mrs. Edith O'Donnell, Dallas	1993
Mrs. Elizabeth B. Osborne, Austin	1994
** Ms. Kristin Anne Ozmun, Austin	1995
* Mrs. Jane S. Parker, Austin	1995
Mr. Joseph H. Peck, Jr., Houston	1994
Mrs. Sarah J. Roady, Houston	1994
Mr. Sander W. Shapiro, Austin	1994
Mrs. D. J. Sibley, Jr., Austin	1994
** Mr. Lewis T. Tarver, Jr., San Antonio	1995
Mrs. Charles S. Teeple IV, Austin	1993
Mrs. Jere W. Thompson, Dallas	1993
Mr. Darren Walker, New York, NY	1994
Mrs. Sue Trammell Whitfield, Houston	1993
* Ms. Marilyn E. Wilhelm, Houston	1995
** Ms. Julia M. Wilkinson, Austin	1995

Unfilled Terms - 5 (To be determined as filled)

Geology Foundation Advisory Council.--  
Authorized Membership 39:

	<u>Term Expires</u>
Mr. Charles W. Alcorn, Jr., Victoria	1994
* Mr. Eugene L. Ames, Jr., San Antonio	1995
* David S. Birsa, Ph.D., London, England	1995
Richard R. Bloomer, Ph.D., Leander	1994
Mr. Thomas M. Burke, Houston	1993
Mr. Weyman W. Crawford, Houston	1994
* Mr. L. Decker Dawson, Midland	1995
Rodger E. Denison, Ph.D., Dallas	1994
Mr. George A. Donnelly, Jr., Midland	1994
Mr. Thomas E. Fanning, Houston	1994
Peter T. Flawn, Ph.D., Austin	1993
Mr. James H. Frasher, Houston	1993
Mr. William E. Gipson, Houston	1993
Joseph N. Gittelman, Ph.D., Houston	1993
** Mr. William D. Hall, Austin	1995
Mr. George M. Harwell, Jr., Houston	1994
Mr. Larry R. Hensarling, Lafayette, LA	1993
* Mr. David S. Holland, Sr., Houston	1995
* Mr. Charles J. Hooper, Houston	1995
* Mr. John A. Jackson, Dallas	1995
Mr. J. Donald Langston, Oxnard, CA	1994
** Susan A. Longacre, Ph.D., Houston	1995
Mr. Vance M. Lynch, Austin	1994
* Mr. David F. Martineau, Dallas	1995
Mr. Harry A. Miller, Jr., Midland	1994
Mr. Michael B. Morris, Houston	1993
Mr. Robert D. Ottmann, Houston	1993
* Mr. Judd H. Oualline, Houston	1995
Mr. James C. Patterson, Houston	1993
Mr. William F. Reynolds, Wichita Falls	1994
Mr. George W. Schneider, Jr., Austin	1994
* Mr. Don B. Sheffield, Houston	1995
Mr. William T. Stokes, Jr., Dallas	1993
** Mr. David Bruce Story, The Woodlands	1995
Mr. Eddie A. Williamson, Chicago, IL	1993
Mr. Phillip E. Wyche, Austin	1994

Unfilled Terms - 3 (To be determined as filled)

Graduate School Foundation Advisory Council.--

This advisory council was approved by the Board of Regents on March 26, 1976, and nominees to membership have not yet been submitted for Regental approval.

Graduate School of Library and Information Science  
Foundation Advisory Council.--Authorized Membership 12:

	<u>Term Expires</u>
* Mary R. Boyvey, Ph.D., Austin	1995
Governor Bill Daniel, Liberty	1994
Mr. Karl T. Gruben, Houston	1994
** Mrs. Linda K. Hankinson, Dallas	1995
Ms. Carolyn A. Lewis, Austin	1993
** Mrs. Rita Roberdeau Palm, Fort Worth	1995
Scott Cleveland Reeve, Ph.D., Katy	1993
John P. Schneider, M.D., Austin	1993
Ms. Jo Ann Smith, Beaumont	1994
Mr. James B. Stewart, Victoria	1993
Mr. Robert Alan Walton, Sherborn, MA	1994
** Mr. J. Phelps White, Roswell, NM	1995

Harry Ransom Humanities Research Center Advisory Council.--  
Authorized Membership 25:

	<u>Term Expires</u>
** Mr. Thomas Bourne, Houston	1995
Mrs. John S. Cargile, San Angelo	1994
** Ms. Kay Cattarulla, Dallas	1995
Mrs. Jo Anne Christian, Austin	1994
** Fleur Cowles, London, England	1995
Mrs. Ramona Davis, Houston	1994
* Mrs. Valerie S. Dunnam, Austin	1995
Mr. Leonard J. Eaton, Jr., Tulsa, OK	1993
Mrs. Priscilla Pond Flawn, Austin	1993
Mr. Hall S. Hammond, San Antonio	1993
Diana Hobby, Ph.D., Houston	1994
Mrs. Henrietta Jacobsen, West Lake Hills	1993
* Mr. Larry McMurtry, Archer City	1995
Mrs. Nancy Perot Mulford, Dallas	1994
* Mrs. Clare Perkins Ratliff, Austin	1995
Charlotte W. Rhodes, Ph.D., Dripping Springs	1994
* Mr. L. Jeffrey Selznick, Coconut Grove, FL	1995
Mr. Sid Shiff, New York, NY	1994
Mr. John T. Whatley, Austin	1993
Mr. Stephen White, Los Angeles, CA	1993
Mr. William P. Wright, Jr., Abilene	1993

Unfilled Terms - 4 (To be determined as filled)

College of Liberal Arts Foundation Advisory Council.--  
Authorized Membership 45:

	<u>Term Expires</u>
** Mr. John A. Adkins, Houston	1995
* Mr. Gordon Appleman, Fort Worth	1995
Mrs. Mary M. Miller Arnold, Austin	1993
Mr. Rex G. Baker III, Dripping Springs	1994
Mrs. Carolyn Barber, Abilene	1993
* Mrs. Peggy Pattillo Beckham, Abilene	1995
Mrs. Jack S. Blanton, Jr., Houston	1993
* Ms. Michelle K. Brock, Midland	1995
Mrs. Mary Stewart Brumley, Fort Worth	1993
Mr. J. A. Canales, Corpus Christi	1993
Mr. T. Drew Cauthorn, San Antonio	1994
Mr. John B. Connally III, Houston	1994
Mrs. Mary Jane Crook, Albuquerque, NM	1994
** Mr. William C. Davidson, Jr., Austin	1995
Daniel G. Duke, M.D., San Antonio	1994
* Mr. Creekmore Fath, Austin	1995
Mrs. Nancy Strauss Halbreich, Dallas	1993
* Mrs. Patricia W. Hammond, San Antonio	1995
* Mr. R. Brian Haymon, Baton Rouge, LA	1995
* Mr. Morton L. Herman, Fort Worth	1995
Mr. Lenoir Moody Josey II, Houston	1994
Mr. Barron Ulmer Kidd, Dallas	1994
Mrs. Shirley Fisher Kline, San Antonio	1994
Mrs. Prudence M. Mackintosh, Dallas	1993
Mr. William E. Matthews, Houston	1994
Michael S. McArthur, M.D., Tyler	1994
Mr. Brian Thomas McLaughlin, Midland	1993
Mr. Richard L. Nelson, Jr., Houston	1993
* Ms. Martha B. Northington, Houston	1995
Mr. D. Dudley Oldham, Houston	1993
Mrs. William N. Patman, Austin	1993
Mrs. Nancy Hunt Powell, Fort McKavett	1993
* Mr. L. Daniel Prescott, Jr., Fort Worth	1995

* Mr. Paul R. Ray, Jr., Fort Worth	1995
Ms. Macey Hodges Reasoner, Houston	1994
Mr. David Patterson Smith, Dallas	1993
Mrs. Sandra Esquivel Snyder, Dallas	1994
** Mrs. Carolyn W. Stone, Dallas	1995
Mr. Paul E. Szurek, Santa Fe, NM	1994
Mrs. Patti Birge Tyson, San Francisco, CA	1993
Mr. Darren Walker, New York, NY	1993
** Mr. James Thomas Ward, Jr., Washington, DC	1994
* Kelly M. Ward, Ph.D., Houston	1995
W. Darrell Willerson, Jr., M.D., San Antonio	1994
* Mr. James Milton Wilson, Jr., Houston	1995

Longhorn Associates for Excellence in Women's Athletics  
Advisory Council.--Authorized Membership 40:

	<u>Term Expires</u>
** Mr. Charles Akins, Austin	1995
Mr. William Lewis Andrews, Austin	1993
Mrs. Louise Kuehn Appleman, Fort Worth	1993
Mr. James N. C. Baker, Fort Worth	1994
Mrs. Anne M. Ballantyne, San Antonio	1993
Mr. Henry Bonilla, San Antonio	1994
Mrs. Gwendolyn Wilson Cash, Webster	1994
Mr. Mac Churchill, Fort Worth	1993
Jo Ann M. Cornet, M.D., Austin	1994
Mr. William P. Cranz, Jr., Fort Worth	1994
** Mrs. Betty Sanford Crawford, Dallas	1995
Mrs. Sallie Carroll Davis, Houston	1993
Mrs. William C. Duvall, Dallas	1994
Mr. James P. Goodnight, Dallas	1994
** Mrs. Linda Rowe Grinstead, Houston	1995
** Mrs. Brandi M. Hagli, Lubbock	1995
Mrs. Margie N. Hale, Austin	1994
Mrs. Nancy Hager Hammer, Dallas	1993
** Ms. Judy Haralson, Austin	1995
** Ms. Johnnie Frances Harris, San Antonio	1995
** Mr. Gilbert A. Herrera, Houston	1995
* Mrs. Betty Himmelblau, Austin	1995
Mr. Glenn Webster Alexander Holley, Irving	1994
Mr. Richard G. Hunting, Houston	1994
** Mrs. Judith S. Island, Waco	1995
Mr. Lawrence E. Jenkins, Austin	1993
* Ms. Carolyn Frost Keenan, Houston	1995
Mr. John E. Kinney, Woodville	1993
Jane Leffingwell Leizear, Ph.D., San Antonio	1993
Mrs. Martha S. Mangum, San Antonio	1994
Ms. Debra J. Mann, Dallas	1993
Mrs. Mary M. Montgomery, Dallas	1993
* Mr. George O. Nokes, Jr., Austin	1995
** Ms. Ruth Rendon, Seabrook	1995
Mrs. Jessica Darling Sylvester, Houston	1993
Ms. Alicia D. Taliaferro, Austin	1994
** Mr. Albert A. Taub, Dalworthington Gardens	1995
Mrs. Carolyn B. Townsend, Dallas	1994
** Ms. Joan H. Whitworth, Austin	1995
** Mrs. Blanche L. Wilson, Dallas	1995

Longhorn Foundation Advisory Council.--  
 Authorized Membership 70:

Term Expires

* Nasser I. Al-Rashid, Ph.D., Riyadh, Saudi Arabia	1995
Mr. Rooster Andrews, Austin	1994
Jay H. Arnette, D.D.S., Austin	1993
Mr. Stephen P. Ballantyne, San Antonio	1993
* Mr. John W. Barnhill, Jr., Brenham	1995
George E. Bennett, M.D., Marshall	1994
Mr. James A. Besselman, Amarillo	1993
* Mr. H. L. Brown, Jr., Midland	1995
Mr. Harold D. Carter, Dallas	1994
Mr. John B. Connally III, Houston	1993
** Mr. Robert S. Craig, Missouri City	1993
* Mr. Ben D. Crenshaw, Austin	1994
Mr. Solomon D. David, Jr., New Braunfels	1994
Mr. Franklin W. Denius, Austin	1993
* Mr. Bryan P. Dixon, Fort Worth	1995
Mr. S. Finley Ewing, Jr., Dallas	1993
* Mrs. Nancy Warren Frasher, Austin	1995
* Mr. E. P. Gemmer, Jr., Houston	1995
** Mr. Barney L. Giles, Dallas	1995
Mr. Robert G. Greer, Houston	1994
* Ms. Barbara Sublett Guthery, Austin	1994
Mr. Jeffrey M. Heller, Dallas	1993
Mrs. Eleanor M. Hill, Houston	1994
* Mr. Michael H. Hillman, Houston	1995
Mr. William D. Hudson, Dallas	1993
Mr. Alfred Jackson, Houston	1994
Mr. Dwight E. Jefferson, Houston	1993
Mr. Bobby L. Lackey, Weslaco	1994
Mr. Roosevelt Leaks, Austin	1993
** Mr. Stewart Lee, Dallas	1993
* Mr. Joel M. Levy, Bellaire	1995
Mr. Wales H. Madden, Jr., Amarillo	1994
** Mr. John P. McBroom, Corpus Christi	1993
Mr. W. Wayne McDonald, Austin	1994
Mr. Robert E. McKinley, Jr., Houston	1993
* Mr. Pat McMahan, San Antonio	1995
Mrs. Sylvia L. McNatt, Graham	1993
* Mr. Paul D. Meek, Dallas	1995
Mr. James R. Moffett, New Orleans, LA	1994
Mr. Baker Montgomery, Dallas	1993
** Mr. Robert T. Morgan, Fort Worth	1993
* Mr. Robert K. Moses, Jr., Houston	1995
Mr. Mike A. Myers, Dallas	1994
* Mr. Walter L. New, Jr., Austin	1995
Mr. C. Scott Parker, Liberty	1993
Mr. F. Gardner Parker, Houston	1994
** Mr. Robert L. Parker, Sr., Tulsa, OK	1995
Mr. Louis M. Pearce, Jr., Houston	1993
Mr. B. M. Rankin, Jr., Dallas	1994
** Mr. John Ross Ray, Longview	1993
** Mr. Donald J. Reese, Austin	1993
** Mr. Corbin J. Robertson, Jr., Houston	1995
* Mr. Wallace H. Scott, Jr., Austin	1995
Mr. Charles M. Simmons, Fort Worth	1994
Mr. Weldon H. Smith, Houston	1993
Mr. Charles L. Sowell, Houston	1994
Mr. Robert L. Stillwell, Houston	1994
Mr. William T. Stokes, Jr., Dallas	1993
* Mr. John T. Stuart III, Dallas	1995
Mr. Howard L. Terry, Houston	1994
* Mr. Jere W. Thompson, Dallas	1995

** Mr. John P. Thompson, Dallas	1995
** Mr. James H. Todd, Lufkin	1993
Mr. Peyton L. Townsend, Jr., Dallas	1994
Mr. Mike Trant, Dallas	1994
Mr. Duer Wagner, Jr., Fort Worth	1993
* Mr. Charles M. Wender, San Antonio	1993
** Mr. Julius E. Whittier, Oak Cliff	1995
Mr. Darrell R. Windham, El Paso	1993
Mr. Earl L. Yeakel III, Austin	1993

Marine Science Advisory Council.--  
Authorized Membership 45:

	<u>Term Expires</u>
Mrs. Joseph M. Abell, Jr., Austin	1994
* Mr. R. C. Allen, Corpus Christi	1994
Mr. Stevenson Atherton, San Antonio	1993
Charles W. Bailey, Jr., M.D., Houston	1993
* Mr. Perry R. Bass, Fort Worth	1995
Mr. George J. Becker, Orlando, FL	1993
Mr. George Rodney Bolin, Houston	1993
Mr. G. Michael Boswell, Dallas	1993
Mr. H. L. Brown, Jr., Midland	1993
Mr. Frank B. Burney, San Antonio	1994
Mr. Charles C. Butt, San Antonio	1993
Mr. James H. Clement, Sr., Kingsville	1993
** Mrs. Betty B. Davenport, City By The Sea	1995
Mr. John Dorn, Denver, CO	1993
Mr. Laurens B. Fish, Jr., Austin	1993
Peter T. Flawn, Ph.D., Austin	1994
Mr. Christopher Gill, San Antonio	1994
Mr. James W. Gorman, Jr., San Antonio	1993
** Mrs. Claire S. Grasedonio, Corpus Christi	1995
Mr. Hugh Halff, Jr., San Antonio	1994
Mr. John C. Holmgreen, Jr., Corpus Christi	1994
** Clark Hubbs, Ph.D., Austin	1995
Mr. D. Michael Hughes, Ingram	1993
Mr. Luther G. Jones, Jr., Corpus Christi	1993
** Mr. Robert M. Kendrick, Corpus Christi	1995
Mr. Clark R. Mandigo, San Antonio	1994
* Mrs. Edith McAllister, San Antonio	1995
* Mr. Kilburn G. Moore, San Antonio	1994
Mr. George P. Morrill II, Beeville	1994
Mr. Richard B. Negley, San Antonio	1993
** Mark A. Northam, Ph.D., Dallas	1995
Mr. William B. Osborn III, San Antonio	1993
* Mrs. B. Coleman Renick, Jr., San Antonio	1995
* H. Irving Schweppe, Jr., M.D., Houston	1995
* Mr. Arthur A. Seeligson, Jr., San Antonio	1995
* Mr. Frederick M. Smith, Dallas	1994
Mr. Hal Tompkins, Port Aransas	1993
Mr. Ben F. Vaughan III, Austin	1993
* Mr. Donald E. Weber, San Antonio	1995
* Mr. H. C. Weil, Corpus Christi	1995
** Mr. Jack T. Williams II, San Antonio	1994

Unfilled Terms - 4 (To be determined as filled)

McDonald Observatory and Department of Astronomy  
Board of Visitors.--Authorized Membership 35:

	<u>Term Expires</u>
Ms. Lucy M. Alexander, Austin	1993
Mr. J. Gaylord Armstrong, Austin	1993
Mr. Isaac Arnold III, Houston	1993
Mr. Mark E. Bivins, Amarillo	1993
Mr. William C. Block, Bergheim	1994
Malcolm Brachman, Ph.D., Dallas	1993
Mr. William Terry Bray, Austin	1993
* Mr. Clifton Caldwell, Albany	1995
* Mr. George Christian, Austin	1995
Ms. Anne P. Dickson, Dallas	1993
Mr. C. Brien Dillon, Houston	1993
** Mr. Marshall Doke, Jr., Dallas	1995
** Mr. George A. Finley III, Corpus Christi	1995
* Mr. Fred T. Goetting, Jr., San Antonio	1995
** Ms. Elizabeth S. Hutchinson, Bethesda, MD	1995
Mrs. Katherine Miller Johnson, Austin	1994
Mr. Donald C. Judd, Marfa	1993
Mr. Herbert D. Kelleher, Dallas	1993
Mr. Edgar H. Keltner, Fort Worth	1994
** Ms. Vicki S. Kessler, Austin	1995
Mr. Ed Lindsey, Jasper	1994
** Mr. Tom E. Link, Austin	1995
Mr. Ellis O. Mayfield, El Paso	1994
** Mr. Paul D. Meek, Dallas	1995
Mr. Frederick Z. Mills, Jr., Dallas	1994
* Ms. Lillian A. Murray, Corpus Christi	1995
Judy Newton, Ph.D., San Antonio	1994
Mr. Pike Powers, Austin	1993
Mr. William H. Ratz, Houston	1994
Mr. Marshall T. Steves, Jr., San Antonio	1993
Mr. Curtis T. Vaughan, Jr., San Antonio	1994
** Mr. David M. Weeks, Austin	1995
Mr. Otto K. Wetzell, Jr., Dallas	1993
Mr. Gene Wiggins, Arlington	1994
Mr. Samuel T. Yanagisawa, Dallas	1993

College of Natural Sciences Foundation Advisory Council.--  
Authorized Membership 50:

	<u>Term Expires</u>
Jean Andrews, Ph.D., Austin	1994
Jasper H. Arnold III, D.B.A., Denver, CO	1994
Mr. Malcolm D. Bailey, Houston	1993
* Mr. Mellon C. Baird, Jr., Austin	1995
Richard E. Balzhiser, Ph.D., Palo Alto, CA	1993
Robert A. Bell, Ph.D., New York, NY	1993
Mr. Merle L. Borchelt, Dallas	1994
Mr. Robert L. Brueck, Horseshoe Bay	1993
Donald M. Carlton, Ph.D., Austin	1993
Mark Burgess Chandler, Ph.D., Austin	1993
* Howard Crockett, M.D., Conroe	1995
** Mr. Richard B. Curtin, San Antonio	1995
Mr. E. Ted Davis, Houston	1994
Mr. Norbert D. Dittrich, Houston	1994
Mr. Walter B. Dossett, Jr., Waco	1993
Peter T. Flawn, Ph.D., Austin	1993
F. Parker Gregg, M.D., Houston	1994
* Mr. David L. Grimes, Dallas	1995
Mr. Ralph T. Hull, Houston	1993
** Mr. Chester Jones, Houston	1995
* Mrs. Sidney Jones, Austin	1995

Mrs. Jean W. Kaspar, Shiner	1994
James E. Kmiecik, Ph.D., Houston	1994
Rear Admiral John W. Koenig, Austin	1994
Mr. Joe D. Ligon, Austin	1994
* Mrs. Amy Johnson McLaughlin, San Angelo	1993
Mr. Paul D. Meek, Dallas	1994
** Charles W. Monday, Jr., M.D., Huntsville	1995
* Mrs. Judith D. Moyers, New York, NY	1995
** Mr. William F. O'Keefe, Fairfax Station, VA	1995
Warren D. Parker, M.D., Houston	1993
Mr. A. Lee Pflugger, San Angelo	1994
** Mr. Gerald Duane Pint, Austin	1995
James A. Prentice, M.D., Austin	1994
* Mr. Rom Rhome, Houston	1995
* James A. Rickard, Ph.D., Houston	1995
Glenn A. Rogers, D.D.S., Midland	1993
Robert B. Rosenberg, Ph.D., Chicago, IL	1993
** Mr. John N. Scott, Bartlesville, OK	1995
Mr. Israel Sheinberg, Dallas	1994
Mrs. Karen Larson Shewbart, Freeport	1994
Mr. Thomas V. Shockley III, Dallas	1994
Edward J. Skiko, Ph.D., Fairfield, CT	1994
Michael Sandlin Sweeney, M.D., Sugar Land	1993
Mr. J. Virgil Waggoner, Houston	1993
* Mrs. Sam A. Wilson, Austin	1995
Mr. Anton H. Witte, Jr., Charlotte, NC	1993

Unfilled Terms - 3 (To be determined as filled)

School of Nursing Foundation Advisory Council.--  
 Authorized Membership 28:

	<u>Term Expires</u>
Mrs. Eloise H. Blades, Houston	1993
** Mr. Jack L. Campbell, Austin	1995
Mrs. Elizabeth D. Crofford, Dallas	1993
Mrs. Mary Durfor, Austin	1993
Ms. Dolores M. Garlo, R.N., J.D., Austin	1993
Donald J. Gessler, M.D., Austin	1993
Mrs. Bettie Joyce Moore Girling, Austin	1994
Mr. Charles J. Imbordino, Dallas	1993
** Ms. Marsha Z. Kruger, Austin	1995
* Mr. Duncan Manning, Dallas	1995
Mr. P. Mike McCullough, Dallas	1993
Mr. John C. Oeffinger, Austin	1994
* Mrs. Arthuree L. Quander, Austin	1995
* Mrs. Sandra Harris Rotman, Austin	1995
* Mr. Dell M. Sheftall, Jr., Austin	1995
Mrs. Lois Ann Stanton, Beaumont	1993
Ms. Sally T. Sullivan, Austin	1993
Ms. Carol L. Thompson, Austin	1994
Ms. Nancy L. Townsend, Austin	1993
Gayle P. Varnell, Ph.D., Plano	1993
Mr. Thomas N. Young, Austin	1993

Unfilled Terms - 7 (To be determined as filled)

Pharmaceutical Foundation Advisory Council.--  
 Authorized Membership 35:

	<u>Term Expires</u>
Mr. Roger W. Anderson, Houston	1993
Ron J. Anderson, M.D., Dallas	1993
Romeo T. Bachand, Jr., M.D., Abbott Park, IL	1994
Mrs. B. A. Caffey, Arlington	1994
Mr. John R. Carson, San Antonio	1994
* Mr. William L. Clifton, Jr., Waco	1995
* Mr. Robert Coopman, San Antonio	1995
William I. Dismukes, R.Ph., F.A.C.A., Austin	1993
** Mr. Randy W. Faulk, Fort Worth	1993
Mr. Donald K. Fletcher, Philadelphia, PA	1994
* Mr. Robert A. Gude, Fort Worth	1995
Alan W. Hamm, Ph.D., Fort Worth	1994
** Mr. Edward Louis Hiller, Baton Rouge, LA	1995
* Mr. Lonnie F. Hollingsworth, Lubbock	1995
Robert C. Johnson, D.P.S., Scottsdale, AZ	1993
* Mr. Vaughn M. Kailian, San Francisco, CA	1995
** Mr. Jerome C. Keller, West Point, PA	1995
** Mr. Robert L. King, Carrollton	1995
Mr. Jan Michael Klinck, McAllen	1993
Howard B. Lassman, Ph.D., Somerville, NJ	1993
Mr. Gerald J. Mossinghoff, J.D., Washington, DC	1993
Mr. Robert L. Myers, Clearwater, FL	1994
* Mr. Joseph A. Oddis, Bethesda, MD	1995
Mr. John E. Ogden, Washington, DC	1993
** Ms. Diane Owen, Houston	1995
Mr. Lance Piccolo, Deerfield, IL	1994
Ms. Marina P. Sifuentes, Austin	1994
* Mrs. Cynthia Edwards Standefer, Azle	1995
Patricia E. Stewart, M.D., Fort Washington, PA	1994
* Mr. Daniel David Vela, McAllen	1993
Mr. Charles M. West, Alexandria, VA	1993
Mr. David L. Wingate, Deerfield, IL	1993
Mr. Richard F. Wojcik, Indianapolis, IN	1994
* Mr. Ronald L. Ziegler, Alexandria, VA	1995

Unfilled Term - 1 (To be determined as filled)

School of Social Work Foundation Advisory Council.--  
 Authorized Membership 28:

	<u>Term Expires</u>
* Mrs. Patricia S. Ayres, Austin	1995
* Mr. Tom Backus, Austin	1995
* Ms. Patricia G. Bailey, Des Peres, MO	1995
** Mrs. Sonja R. Berry, Austin	1995
James L. Boynton, M.D., Austin	1994
Mrs. Rebecca Brumley, Aledo	1994
** Mr. Julian Cano, Jr., San Antonio	1995
** Mrs. Eleanor Cochran, Austin	1995
Mr. Christopher J. Daniel, Houston	1994
Mrs. Beverly Griffith, Austin	1993
Mrs. Genevieve Tarlton Hearon, Austin	1994
Mr. James F. Hurley, Houston	1993
Mr. Ronald G. Jackson, Austin	1994
* Mr. Dennis R. Jones, Austin	1995
Mr. Ron Lindsey, Dripping Springs	1993
Ms. Margery Engel Loeb, Victoria	1993
** Brenda Wilkens Lyles, Ph.D., Houston	1995
* Dan McLendon, Ph.D., Round Rock	1995
Mr. Michael L. Meadows, Richardson	1993
Ms. Camille D. Miller, Austin	1993

* Mrs. Ann R. Quinn, Fort Worth	1995
* Mr. Victor W. Ravel, Austin	1995
** Mrs. Judy Rosenblum, Fort Worth	1995
Mrs. Barbara Higley Staley, Houston	1994
Ms. Jo Ann Swinney, Houston	1994
Mrs. Marian Murphy Ward, Fort Worth	1994
Mrs. Pamela P. Willeford, Austin	1994
Mrs. Bettie Anderson Wilson, Port Lavaca	1994

Texas Union Advisory Council.--Authorized Membership 15:

	<u>Term Expires</u>
Mr. John W. Anderson, Houston	1994
* Ms. Janet E. Bauerle, San Antonio	1995
Mr. Patrick William Duval, New York, NY	1994
* Mrs. Laurens B. Fish, Jr., Austin	1995
Ms. Cloteal Davis Haynes, Austin	1994
Mr. Dennis Brian Martinez, Dallas	1994
Ms. Tracye Michelle McDaniel, Austin	1994
Mr. Stan McLelland, San Antonio	1994
Clovis Clyde Morrisson, Jr., Ph.D., Denton	1994
* Mr. C. C. Nolen, Oklahoma City, OK	1995
Michael Shawn Smith, M.D., Houston	1994

Unfilled Terms - 4 (To be determined as filled)

Winedale Historical Center Advisory Council.--  
Authorized Membership 34:

	<u>Term Expires</u>
Mr. Paul S. Ache, Jr., Houston	1993
Mrs. Paul S. Ache, Jr., Houston	1993
Mrs. Helen Anderson, Houston	1993
Mr. Thomas D. Anderson, Houston	1993
Mr. Thomas E. Berry, Houston	1993
Mrs. Thomas E. Berry, Houston	1993
Mr. Richard L. Brooks, Houston	1994
Mrs. Diane Dickey Grace, Houston	1994
Mr. John R. Grace, Houston	1994
Mrs. Mary Burke Hogan, Houston	1994
Mr. Robert J. Hogan, Houston	1994
Mr. George R. Jordan, Jr., Houston	1993
Mrs. George R. Jordan, Jr., Houston	1993
Mr. Earl Littman, Houston	1994
Mrs. Natalie Littman, Houston	1994
Mr. Herbert J. Maddock, Round Top	1994
Mrs. Marge Maddock, Round Top	1994
Mrs. Norma T. Norton, Austin	1994
Mrs. Carolyn Monroe Peck, Round Top	1993
Mr. Charles Northrop Peck III, Round Top	1993
* Charlotte W. Rhodes, Ph.D., Dripping Springs	1995
Mrs. Margaret Shanks, Brenham	1994
Mr. Wallace T. Shanks, Brenham	1994
Mr. Alfred Wagner, Jr., Houston	1993
Mrs. Ruby D. Wagner, Houston	1993
** Mrs. Diane T. Welch, College Station	1995
** William C. Welch, Ph.D., College Station	1995

Unfilled Terms - 7 (To be determined as filled)

3. The University of Texas at Brownsville

Development Board.--Authorized Membership 15:

	<u>Term Expires</u>
Mrs. Mellena Connor, Brownsville	1994
Joseph Coulter, D.V.M., Brownsville	1993
Mr. Bob Dunkin, San Benito	1994
Victor Gonzalez, M.D., Brownsville	1993
Mr. Gary Kimberling, Los Fresnos	1993
Mr. Gilbert Taylor, Brownsville	1993
Mr. Bill Wolf, Brownsville	1994
Mrs. Mary Yturria, Brownsville	1994
Unfilled Terms - 7	(To be determined as filled)

4. The University of Texas at Dallas

Development Board.--Authorized Membership 50:

	<u>Term Expires</u>
Mr. John L. Adams, Dallas	1993
Mr. Kent M. Black, Dallas	1994
Ms. Kathryn Cain, Dallas	1994
* Mr. Bruce Calder, Dallas	1995
Andrew R. Cecil, Ph.D., Dallas	1993
Mr. J. Jan Collmer, Dallas	1993
Mr. Trammell S. Crow, Dallas	1994
** Mr. William Dreyer, Dallas	1995
Mr. Dick Dulaney, Richardson	1994
Mr. Thomas M. Dunning, Dallas	1994
Mrs. Caroline Edens, Dallas	1993
Mr. Hill Feinberg, Dallas	1994
Mr. James L. Fischer, Dallas	1994
Mrs. Carolyn Foxworth, Dallas	1993
Mr. J. Guadalupe V. Garcia, Dallas	1994
Mrs. Dorothy Griffin, Richardson	1993
Mr. Ron W. Haddock, Dallas	1994
** Ms. Linda Wertheimer Hart, Dallas	1995
* Mrs. J. E. Henry, Richardson	1995
** Mr. J. Roger Hirl, Dallas	1995
* Mr. Thomas E. Hoaglin, Dallas	1995
Mr. Jerry Hogan, Dallas	1993
* Mr. Jack B. Jackson, Richardson	1993
* Mr. George W. Jalonick IV, Dallas	1993
Mr. Gifford K. Johnson, Dallas	1994
* Mr. Philip R. Jonsson, Dallas	1993
** Mr. Robert L. Keiser, Dallas	1995
Mr. Dale V. Kesler, Dallas	1993
* Mr. Richard Knight, Dallas	1993
Mr. James R. Lightner, Dallas	1994
* Mr. Charles R. Lotter, Dallas	1995
Mr. George McVay, Dallas	1993
James E. Mitchell, Ph.D., Plano	1993
Mr. Tom Rhodes, Dallas	1993
* Mr. James P. Sheehan, Dallas	1995
Mr. Andrew M. Stern, Dallas	1993
* The Honorable Annette Strauss, Dallas	1993
Mr. David Tacke, Dallas	1993
Mrs. Ann Utley, Dallas	1993

Mr. James R. Voisinet, Dallas	1993
Mr. C. Lee Walton, Jr., Dallas	1993
Mr. William P. Weber, Dallas	1993
Mr. Linus Wright, Dallas	1994

Unfilled Terms - 7 (To be determined as filled)

Advisory Council for the School of Arts and Humanities.--  
 Authorized Membership 25:

	<u>Term Expires</u>
Mr. David Caldwell, Dallas	1993
* Mrs. Gayle C. Davitt, Richardson	1995
Mr. Robert Mader, Richardson	1993
* Mr. S. P. "Bud" Mandell, Dallas	1994
* Ms. Margaret Morrice, Richardson	1994
Ms. Pat Porter, Dallas	1993
Ms. Synthia Rogers, Dallas	1993
* Mrs. Elizabeth Semrad, Richardson	1994
Mr. John C. Tatum, Jr., Dallas	1993
Mrs. Gail Thomas, Dallas	1993

Unfilled Terms - 15 (To be determined as filled)

Advisory Council for the Callier Center for  
Communication Disorders.--Authorized Membership 30:

	<u>Term Expires</u>
* Mr. Stuart Bumpas, Dallas	1995
Mrs. A. Earl Cullum, Jr., Dallas	1994
* Mrs. Dorine Cunningham, Wills Point	1995
Mrs. Margery Currey, Dallas	1993
Mr. Joe Dealey, Dallas	1993
Mrs. Robert E. Dennard, Dallas	1993
* Mr. David Fisher, Dallas	1993
Mr. Jay Goltz, Dallas	1994
Miss Nelle C. Johnston, Dallas	1994
* Mr. J. E. Jonsson, Dallas	1995
Mr. Michael Lockerd, Dallas	1994
Mr. P. M. McCullough, Dallas	1994
* Ludwig A. Michael, M.D., Dallas	1995
* Mr. Robert Neely, Dallas	1995
* Mrs. Emilie Schepps, Dallas	1994
* Mr. Pat Y. Spillman, Dallas	1995
Mr. Carl J. Thomsen, Dallas	1993
Mr. Barney Young, Dallas	1993

Unfilled Terms - 12 (To be determined as filled)

Erik Jonsson School of Engineering and Computer Science  
Advisory Council.--Authorized Membership 30:

	<u>Term Expires</u>
* Harold Allen, Ph.D., Garland	1993
* Mr. Kent Black, Dallas	1995
Mr. George Brody, Richardson	1993
Mr. James D. Browning, Dallas	1993
* Mr. James J. Byrne, Dallas	1995
Mr. Ian Craig, Richardson	1994
* Mr. James D. Crownover, Carrollton	1993
* Mr. Donald J. Hayes, Plano	1995
Mr. Jerry Hogan, Richardson	1994
Mr. Leif Kallen, Richardson	1994
* Mr. Lowell Lawson, Dallas	1995

Mr. James R. Lightner, Richardson	1993
Mr. Robert M. Lockerd, Plano	1994
** Mr. Michael McAnally, Richardson	1995
* Mr. Raymond Marlow, Dallas	1995
Mr. Harry Messenger, Richardson	1994
Mr. Peter O'Donnell, Jr., Dallas	1994
** Mr. David Orr, Richardson	1995
* Mr. Robert J. Paluck, Richardson	1993
** Mr. Jerry Rogers, Richardson	1994
* Mr. Sam Smith, Plano	1995
* Mr. James F. Young, Dallas	1993

Unfilled Terms - 8 (To be determined as filled)

Advisory Council for the School of General Studies.--  
Authorized Membership 28:

	<u>Term Expires</u>
Ms. Beverly Laughlin Brooks, Dallas	1994
Ms. Saralynn Busch, Dallas	1994
* Ms. Carol Duncan, Dallas	1994
Mr. Russ Delatour, Dallas	1994
** Mr. Roy Dulak, Dallas	1995
* Mr. Hardy H. England, Fort Worth	1995
Mr. Edward M. Fjordbak, Dallas	1994
** Mr. Lupe Garcia, Dallas	1994
Ms. Vivian Johnson, Dallas	1993
* Ms. Lorraine Kaas, Dallas	1994
* Mr. David Kaplan, Richardson	1995
* Mrs. Eloise W. Koonce, Dallas	1994
Mrs. Larry Lesh, Richardson	1993
Mr. Jack Lowe, Jr., Dallas	1994
* Ms. Diane Price, Richardson	1994
* Mr. Michael Quarry, Dallas	1994
* Mr. Ernest H. Randall, Jr., Dallas	1995
Raymond Reed, Ph.D., Dallas	1993
Mr. Adrian Reyes, Dallas	1993
The Honorable Martha E. Ritter, Richardson	1994
* Mrs. Hortense Sanger, Dallas	1995
Mrs. Norma Schlinger, Dallas	1994
Mary Sias, Ph.D., Dallas	1994
Mr. Michael Spratt, Dallas	1993
Mr. C. E. Teague, Richardson	1994
* Mr. Julius Wolfram, Dallas	1994

Unfilled Terms - 2 (To be determined as filled)

Advisory Council for the Cecil and Ida Green Center for  
the Study of Science and Society.--  
Authorized Membership 16:

	<u>Term Expires</u>
Robert McCormick Adams, Ph.D., Washington, DC	1994
Richard Atkinson, Ph.D., La Jolla, CA	1994
Brian Berry, Ph.D., Richardson	1993
Robert Frosch, Ph.D., Warren, MI	1993
** Jerry Junkins, M.S., Dallas	1995
Jack Meltzer, M.A., Chevy Chase, MD	1993
** Harry Messel, Ph.D., Sydney, Australia	1994
** Pauline Newman, Ph.D., LL.B., Washington, DC	1995
Frank Press, Ph.D., Washington, DC	1994
Walter Rosenblith, Ph.D., Cambridge, MA	1994

Charles Sprague, M.D., Dallas	1993
David Strangway, Ph.D., Vancouver, BC	1993
Sir Crispin Tickell, Ph.D., Oxford, England	1994

Unfilled Terms - 3 (To be determined as filled)

Advisory Council for the School of Management.--  
Authorized Membership 42:

	<u>Term Expires</u>
Mr. Bishop Allen, Oakland, CA	1993
Ms. Colleen Barrett, Dallas	1994
* Mr. John D. Beletic, Dallas	1995
Mr. Charles M. Best, Dallas	1993
Mr. George Brody, Richardson	1993
Kathleen B. Cooper, Irving	1994
** Ms. Ka Cotter, Dallas	1995
* Mr. James L. Crowson, Dallas	1995
** Ms. Linnet F. Deily, Houston	1994
* Mr. Robert Hall, Dallas	1995
Linda Wertheimer Hart, Dallas	1993
* Sydney Smith Hicks, Ph.D., Dallas	1995
Mr. Gerald W. Hoag, Dallas	1993
Mr. Max D. Hopper, Dallas	1994
* Ms. Nancy J. Huggins, Dallas	1995
** Mr. Gilbert E. Hurley, Dallas	1995
** Ms. Brenda L. Jackson, Dallas	1995
Mr. Richard Jenkins, Richardson	1993
Mr. Brian T. Kelly, Dallas	1993
* Mr. J. Peter Kline, Dallas	1995
** Mr. Richard Knight, Jr., Dallas	1994
** Mr. Gene E. Leeson, Dallas	1993
Mr. Charles Lotter, Dallas	1993
** Ms. Regina Montoya, Dallas	1994
Mr. Thomas E. Muerer, Dallas	1995
** Mr. Marvin J. Newell, Dallas	1995
** Mr. R. Jay Powell, Dallas	1994
Mr. John P. Rochon, Dallas	1993
Mr. Rex A. Sebastian, Dallas	1994
Mr. Robert W. Slater, Dallas	1994
** Mr. Donald E. Steen, Dallas	1994
** Ms. Karen Stuart, Dallas	1995
* Mr. Allan J. Tomlinson, Dallas	1995
Mr. R. A. Wahl, Dallas	1993
* Mr. William W. Winspear, Dallas	1995
** Mr. Clyde Wyant, Dallas	1994
** Mr. David Zemelman, Dallas	1994

Unfilled Terms - 5 (To be determined as filled)

Advisory Council for the School of Social Sciences.--  
Authorized Membership 25:

	<u>Term Expires</u>
Mr. Richard J. Agnich, Dallas	1993
* Ms. Carolyn Bacon, Dallas	1993
Ms. Betty Jo Christian, Washington, DC	1993
Mr. Thomas M. Dunning, Dallas	1994
* Ms. Ruth Miller Fitzgibbons, Dallas	1993
Mr. J. Guadalupe C. Garcia, Dallas	1994
* Ms. Carolyn M. Gilbert, Dallas	1993
* Mr. Jeremy Halbriech, Dallas	1993
The Honorable Patrick Higginbotham, Dallas	1994
The Honorable Kay Bailey Hutchison, Dallas	1993
The Honorable Lee Jackson, Dallas	1994

The Honorable Eddie Bernice Johnson, Dallas	1994
Jan LeCroy, Ph.D., Dallas	1994
* Mr. Raymond D. Nasher, Dallas	1993
William Neaves, M.D., Dallas	1993
Mr. Pettis Norman, Dallas	1994
Mr. Raymond Reed, Dallas	1993
The Honorable Florence Shapiro, Plano	1994
* Mr. Lee Simpson, Dallas	1993

Unfilled Terms - 6 (To be determined as filled)

5. The University of Texas at El Paso

Development Board.--Authorized Membership 33:

	<u>Term Expires</u>
** Mr. Moshe Azoulay, El Paso	1995
Mr. Federico Barrio T., Juarez, Mexico	1994
Mr. Julian Bernat, El Paso	1993
* Gordon L. Black, M.D., El Paso	1995
Mr. Allen Born, New York, NY	1993
* Mr. Hughes Butterworth, Jr., El Paso	1995
Mr. Jaime Bermudez Cuarón, Juarez, Mexico	1994
Mr. H. M. Daugherty, Jr., El Paso	1993
Mr. Federico de la Vega, Juarez, Mexico	1994
Mr. Peter de Wetter, El Paso	1994
* Edward Egbert, M.D., El Paso	1995
Mr. Joseph P. Hammond, El Paso	1994
* Mr. Robert C. Heasley, El Paso	1995
* Mr. Donald S. Henderson, El Paso	1995
Mrs. George (Bette) Hervey, El Paso	1994
* Mr. Richard Hickson, El Paso	1995
Mr. Hector Holguin, El Paso	1994
Mr. Lindsay B. Holt, El Paso	1993
Mr. Larry A. Hornsten, El Paso	1993
* Mr. Guillermo Licon, El Paso	1995
** Mrs. Carol Jones Maxon, El Paso	1995
Mr. Ellis O. Mayfield, El Paso	1994
Ms. Cheryl A. McCown, El Paso	1994
Laurance N. Nickey, M.D., El Paso	1994
Mr. Jaime Oaxaca, Los Angeles, CA	1993
Mr. Guillermo Ochoa, El Paso	1994
Mr. Jim Phillips, El Paso	1994
Mr. Jonathan W. Rogers, El Paso	1993
* Mr. Edward F. Schwartz, El Paso	1995
Mr. Orval W. Story, El Paso	1993
Mr. Steve Taylor, El Paso	1994
Judson F. Williams, Ph.D., El Paso	1993

Unfilled Term - 1 (To be determined as filled)

College of Engineering Industrial Advisory Council.--  
Authorized Membership 30:

	<u>Term Expires</u>
Mr. Bruce F. Aumack, Austin	1994
* Mr. George Bailey, El Paso	1994
Mr. Jorge A. Broggio, Mansfield, OH	1994
Mr. William A. Bruner, El Paso	1993
* Mr. Tony G. Conde, El Paso	1994
Mr. Joseph J. Gaynor, El Paso	1993
Mr. Norman R. Haley, El Paso	1993
Mr. Hector Holguin, El Paso	1993
Mr. Guillermo Licon, El Paso	1994
Mr. Richard H. Michel, El Paso	1994
* Mr. Frederick H. Mitchell, El Paso	1994
* Mr. Edward D. Nelson, El Paso	1994
Mr. John R. Shaw, El Paso	1993
Mr. Ignacio R. Troncoso, El Paso	1994
* Mr. Ed Weir, El Paso	1994
* Mr. James A. Wise, White Sands Missile Range, NM	1994
Mr. Tony Woo, El Paso	1993

Unfilled Terms - 13 (To be determined as filled)

Miner Foundation Advisory Council.--Authorized Membership 39:

	<u>Term Expires</u>
** Dwayne M. Aboud, M.D., El Paso	1994
** Mr. Manny Aldana, El Paso	1995
** Mr. Thomas C. Balsiger, El Paso	1993
** Mr. Jim Barlow, El Paso	1993
** Mr. L. Paul Berry, El Paso	1995
** Mr. John S. Birkelbach, El Paso	1993
** Rene O. Casavantes, D.M.D., El Paso	1994
** Mr. John Colman, El Paso	1994
** Ms. Kimberly D. Curlin, El Paso	1995
** Ms. Jan Wisbrun Dreher, El Paso	1994
** Mr. H. M. Bart Fischer, El Paso	1994
** Mr. John H. Fuller, El Paso	1993
** Ms. Alma Rosa Ganem, El Paso	1995
** Mr. Howard Goldberg, El Paso	1995
** Mr. Andrew R. Guevara, El Paso	1993
** Mr. Edward C. Houghton, Jr., El Paso	1993
** Mr. Bill Howell, El Paso	1993
** Mr. Charles W. Hurd, Jr., El Paso	1994
** Joe N. Kidd, M.D., El Paso	1993
** Ms. Susan B. King, El Paso	1993
** Ms. Marina C. Lee, El Paso	1995
** Hon. Philip R. Martinez, Jr., El Paso	1995
** Mr. Richard Martinez, El Paso	1994
** Ms. Susan B. Mayfield, El Paso	1993
** Mr. Clark McKean, El Paso	1994
** Mr. Michael P. McNamee, El Paso	1994
** Ms. Andrea Meece, El Paso	1994
** Mr. Ted Moore, El Paso	1995
** Maj. Gen. (Ret.) John B. Oblinger, El Paso	1994
** Mr. Paul A. Perez, El Paso	1993
** Mr. Roberto Perez, El Paso	1994
** Rene M. Rosas, D.D.S., El Paso	1995
** Mr. Ron R. Rush, El Paso	1995
** Mr. Humberto F. Sambrano, El Paso	1995
** Mr. John A. Steiner, El Paso	1993

** Ms. Sandy Tyler, El Paso	1993
** Mr. Kermit W. Uecker, El Paso	1995
** Mr. Russell A. Vandenburg, El Paso	1994
** Mr. Robert V. Wingo, El Paso	1995

6. The University of Texas-Pan American

Development Board.--Authorized Membership 18:

	<u>Term Expires</u>
Mrs. Sylvia Aaronson, Houston	1993
Mr. Horacio Barrera, Brownsville	1993
Mr. Bill Ellis, Jr., McAllen	1994
David Finley, Ph.D., Dallas	1994
Mr. A. R. Guerra, Linn	1993
Mr. Enrique Guerra, Linn	1994
Mr. Jon Dee Lawrence, Austin	1994
** Mr. Dave Lopez, Austin	1995
Mr. Eleazar Lucio, McAllen	1993
* Ms. Carolyn Maddux, McAllen	1994
* Mr. John Martin, McAllen	1995
* Mrs. Margaret McAllen, Weslaco	1995
* Mr. Jerry Mills, Austin	1993
* Mr. Jaime Ramon, Washington, DC	1995
Mrs. Lauryn Gayle White, Dallas	1994
Mr. Virgil Wildey, Houston	1993
* Mr. Herm Wille, New York, NY	1995

Unfilled Term - 1 (To be determined as filled)

School of Business Administration/Center for Entrepreneurship and Economic Development Advisory Council.--Authorized Membership 24:

	<u>Term Expires</u>
** Mr. David Alex, Harlingen	1995
** Mr. Mike Allen, McAllen	1993
** Mr. Mike Allen, McAllen	1993
** Mr. Tony Carnesi, Brownsville	1993
** Mr. Mike Cavazos, Harlingen	1995
** Ms. Elvira Chavaria, El Paso	1995
** Mr. Alex Covacevich, Edinburg	1993
** Mr. Robert de los Santos, Harlingen	1993
** Mr. Irv Downing, Brownsville	1994
** Mr. Mario Espinosa, Edcouch	1993
** Mr. Bruce Esterline, Dallas	1995
** Juliet Garcia, Ph.D., Brownsville	1995
** Ms. Wanda Garza, Brownsville	1993
** Mr. Robert Gonzales, Brownsville	1994
** Lic. Alma Yolanda Guerrero-Miller, Matamoros, Tamp., Mexico	1994
** Mr. Juan Hinojosa, McAllen	1993
** Mr. Alan Kamasaki, Mercedes	1994
** Mr. Humberto Rodriguez, Edinburg	1994
** Mr. Paul Rodriguez, McAllen	1995
** Mr. Mickey Sepulveda, McAllen	1994
** Mr. Tito Torres, McAllen	1995
** Mr. Sam Vale, Rio Grande City	1994
** Mr. Steve Vassberg, Harlingen	1995

Unfilled Term - 1 (To be determined as filled)

School of Business Administration Advisory Council.--  
Authorized Membership 28:

	<u>Term Expires</u>
** Cayetano Barrera, M.D., McAllen	1995
** Mr. Eddie Cano, McAllen	1995
** Mr. Ruben Cardenas, McAllen	1995
** Ms. Irma Claudio, Chicago, IL	1993
** Mr. Richard Cortez, McAllen	1994
** Ms. Elizabeth Dietz, McAllen	1993
** Mr. Noe Fernandez, McAllen	1995
** Ben Garza, M.D., Edinburg	1995
** Mr. Ygnacio D. Garza, C.P.A., Brownsville	1993
** Ms. Letty Gavito, Morristown, NJ	1993
** Mr. Gary Gurwitz, McAllen	1995
** Mr. Ruben Hinojosa, Mercedes	1994
** Mr. Jan Klinck, McAllen	1994
** Mr. Cullen Looney, Edinburg	1994
** Mr. David Mendez, Houston	1994
** Darrell T. Piersol, Ph.D., San Marcos	1993
** Mr. Pete Pranis, McAllen	1993
** Mr. Glen Roney, McAllen	1993
** Mr. Neal Runnels, McAllen	1995
** Mr. Robert Shepard, Harlingen	1994
** Mr. Gary Solner, McAllen	1993
** Mrs. Lauryn Gayle White, Dallas	1994
** Mr. Roberto J. Yzaguirre, McAllen	1995

Unfilled Terms - 5 (To be determined as filled)

7. The University of Texas of the Permian Basin

Development Board.--Authorized Membership 30:

	<u>Term Expires</u>
Mr. H. Eugene Abbott, Midland	1993
Mrs. Johnnie Lou Avery, Big Spring	1993
Mr. J. C. Chancellor, Odessa	1994
Mr. Frank Deaderick, Odessa	1994
* Mr. J. Conrad Dunagan, Monahans	1995
* Mr. Ronald Fancher, Odessa	1995
* Mr. John Foster, Odessa	1995
Mr. G. William Fowler, Odessa	1994
** Mr. Sam Gonzalez, Odessa	1994
Mr. Woody Gregory, Odessa	1993
Mr. Robert B. Holt, Midland	1993
Mr. John Landgraf, Odessa	1994
* Mr. Steve Late, Odessa	1995
Mrs. W. D. Noel, Odessa	1994
Mr. Herschel O'Kelley, Midland	1993
* Mr. Joseph I. O'Neill III, Midland	1995
* Mr. William Quillen, Odessa	1995
Mr. James Roberts, Andrews	1993
* Mr. Ted Roden, Odessa	1995
* Mr. Ron Sewell, Odessa	1995
* Mrs. Richard C. Slack, Pecos	1995
Mr. Charles Spence, Midland	1994
** Mr. Ray Stafford, Odessa	1995
Mr. Ray Stoker, Odessa	1993

Mr. Carroll Thomas, Midland	1993
Mr. Cyril Wagner, Jr., Midland	1994
Mr. Clayton Williams, Midland	1994
Mr. Jack Wood, Odessa	1993

Unfilled Terms - 2 (To be determined as filled)

Center for Energy and Economic Diversification Advisory Council.--Authorized Membership 20:

	<u>Term Expires</u>
* Mr. Gordon Baker, Midland	1995
Mr. Jack Brown, Midland	1994
Mr. John Cox, Midland	1993
Mr. Bernold Hanson, Midland	1993
Mr. Robert B. Holt, Midland	1994
* Mr. Steve Late, Odessa	1995
Mr. James Roberts, Andrews	1993
Mr. W. F. Roden, Midland	1994
* Mr. Ted Roden, Odessa	1995
* Mr. E. E. Runyan, Midland	1995
Mr. Cyril Wagner, Jr., Midland	1993
Mr. John Younger, Midland	1994

Unfilled Terms - 8 (To be determined as filled)

8. The University of Texas at San Antonio

Development Board.--Authorized Membership 42:

	<u>Term Expires</u>
Mr. Al Aleman, Jr., San Antonio	1994
** Mrs. Betty Biedenharn, San Antonio	1995
Roland K. Blumberg, Ph.D., Seguin	1994
** Mrs. Margaret Brannan, San Antonio	1995
Governor Dolph Briscoe, Jr., Uvalde and San Antonio	1993
Mr. Richard W. Calvert, San Antonio	1994
Mr. Charles E. Cheever, Jr., San Antonio	1993
Henry G. Cisneros, Ph.D., San Antonio	1994
** Mr. Fully Clingman, San Antonio	1995
** Mr. Bob W. Coleman, San Antonio	1995
** Mr. James Conley, San Antonio	1995
Mr. W. G. Conway, San Antonio	1994
** Mr. Donald J. Douglass, San Antonio	1995
Mr. Ruben Escobedo, San Antonio	1994
** Mr. Larry Franklin, San Antonio	1995
* Mr. T. C. Frost, San Antonio	1995
Mr. Fred T. Goetting, Jr., San Antonio	1993
Mr. C. C. "Pop" Gunn, San Antonio	1994
* Mr. Alex H. Halff, San Antonio	1995
* Mr. Roger R. Hemminghaus, San Antonio	1995
** Mr. George Irish, San Antonio	1995
Mr. Marvin G. Kelfer, San Antonio	1994
Mr. John F. LeFlore, San Antonio	1994
** Mr. Pat Legan, San Antonio	1995
* Mr. Bernard L. Lifshutz, San Antonio	1995
Mrs. Walter W. McAllister, Jr., San Antonio	1993
* Mr. B. J. "Red" McCombs, San Antonio	1995
* Gen. Robert F. McDermott (Ret.), San Antonio	1995
** Mr. Joe C. McKinney, San Antonio	1995
** Mrs. Pat Parker, San Antonio	1995

Mr. Scott Petty, Jr., San Antonio	1994
** Mrs. Aaronetta Pierce, San Antonio	1995
** Mr. Boone V. Powell, San Antonio	1995
Mr. James R. Reed, San Antonio	1994
Mr. John T. Steen, Jr., San Antonio	1993
* Mr. Louis H. Stumberg, San Antonio	1995
Mr. Curtis Vaughan, Jr., San Antonio	1993
** Mr. W. Lawrence Walker, Jr., San Antonio	1995
Mr. Charles Martin Wender, San Antonio	1994
Mrs. Irene S. Wischer, San Antonio	1993
Mr. George Wray, Jr., San Antonio	1994

Unfilled Term - 1 (To be determined as filled)

College of Business Advisory Council.--  
Authorized Membership 27:

	<u>Term Expires</u>
Mr. Charles E. Amato, San Antonio	1993
Mr. J. Tony Anderson, San Antonio	1993
Mr. Jesse A. Baker, San Antonio	1994
Mr. Ed Benninger, San Antonio	1994
** Mr. Richard T. Boverie, San Antonio	1995
Mr. Ernest Bromley, San Antonio	1994
** Mr. Robert P. Burke, San Antonio	1995
** Mr. Robin D. Carson, San Antonio	1995
Mr. Bob W. Coleman, San Antonio	1993
Ms. Stephanie Coleman, San Antonio	1994
* Mr. Robert Cuyler, San Antonio	1995
Mrs. Alice S. Dawson, San Antonio	1993
Mr. James R. Dublin, San Antonio	1993
Mr. Jesse Flores, San Antonio	1993
* Mr. W. Bebb Francis III, San Antonio	1995
Mr. Patrick B. Frost, San Antonio	1994
** Mr. Steven Harms, San Antonio	1995
** Adm. M. Staser Holcomb, San Antonio	1995
Mr. William Hoelscher, San Antonio	1994
* Mr. Phil Howard, San Antonio	1995
** Mr. Joe Earl Linson, San Antonio	1994
** Mr. Steven Lundgren, San Antonio	1995
Mr. Clark R. Mandigo, San Antonio	1994
Mr. Joe C. McKinney, San Antonio	1993
Mr. Philip J. Pfeiffer, San Antonio	1993
Mr. Thomas J. Sineni, San Antonio	1994
Mr. Alan Tallis, San Antonio	1993

College of Fine Arts and Humanities Advisory Council.--  
Authorized Membership 53:

	<u>Term Expires</u>
Ms. Margaret Anderson, San Antonio	1994
Barry M. Beller, M.D., San Antonio	1993
* Mrs. Evelyn Berg, San Antonio	1994
** Mr. David Bowen, San Antonio	1995
Ms. Lynda Billa Burke, San Antonio	1994
* C. Brandon Chenault, M.D., San Antonio	1994
** Mr. Frank P. Christian, San Antonio	1995
Mrs. Candace P. Chumney, San Antonio	1993
Mr. Elliott Z. Cohen, San Antonio	1993
** Mr. John R. Cook, San Antonio	1995
Ms. Maria Eugenia Cossio, San Antonio	1993
** Mrs. Elaine DagenBela, San Antonio	1995
Mrs. Diana Dupré, San Antonio	1994
Mr. Bruce Flohr, San Antonio	1994
Mr. Alfredo L. Flores, Jr., San Antonio	1993

* Miss Gloria Galt, San Antonio	1994
** The Honorable Emilio Garza, Helotes	1995
* Mrs. Jo Ann Goetting, San Antonio	1994
Mrs. Ruth Jean Gurwitz, San Antonio	1993
Mr. J. Joe Harris, San Antonio	1993
** Ms. Catherine Nixon Houston, San Antonio	1995
** Gregory M. Jackson, M.D., San Antonio	1995
** Mrs. Angelica Jansen, San Antonio	1995
Mr. John M. Johnston, San Antonio	1993
Mrs. Sharon Kocurek, San Antonio	1994
** Mr. Mark Lane, San Antonio	1995
** Mr. Cappy Lawton, San Antonio	1995
Mr. Henry Willard Lende, Jr., Boerne	1994
* Mr. A. Leonard C. Magruder, San Antonio	1994
Mrs. Margo Spitz Marbut, San Antonio	1994
Mrs. Debs McCrary, San Antonio	1994
Mrs. Lois Oppenheimer, San Antonio	1993
** Mrs. Nancy Pawel, San Antonio	1995
** Mr. Dogan A. Perese, San Antonio	1995
Mr. David B. Person, San Antonio	1993
Mrs. Aaronetta Pierce, San Antonio	1993
Mr. Boone V. Powell, San Antonio	1993
** Mrs. Jane Cheever Powell, San Antonio	1995
** Mrs. Marianne R. Reuter, San Antonio	1995
Mr. Jack A. Rodgers, San Antonio	1993
** Mr. Michael Roth, San Antonio	1995
** Mr. William R. Simcock, San Antonio	1995
** Ms. Melissa Stenicka, San Antonio	1995
** Mrs. Bobi Stern, San Antonio	1995
Mrs. Patsy Steves, San Antonio	1993
* Mrs. Mary Pat Stumberg, San Antonio	1994
Mr. Alfred F. Sturchio, San Antonio	1994
** Mr. Lewis T. Tarver, Jr., San Antonio	1995
** Mr. Richard Teitz, San Antonio	1995
Ms. Susan Valys, San Antonio	1994
** Ms. Dianne Vaughan, San Antonio	1995
** Mrs. JoAnn Wigodsky, San Antonio	1995
Mrs. Margaret Pace Willson, San Antonio	1993

College of Sciences and Engineering Advisory Council.--  
Authorized Membership 30:

	<u>Term Expires</u>
** Brig. Gen. George K. Anderson, San Antonio	1995
Mr. Robert J. Beal, San Antonio	1993
Mr. John E. Champion, San Antonio	1994
Mr. Doroteo Chavarria, P.E., San Antonio	1993
Mr. Richard B. Curtin, San Antonio	1994
** Mr. Matthew A. Donohue, San Antonio	1995
Mr. George H. Ensley, San Antonio	1993
** Mr. Leigh A. Ewing, San Antonio	1995
* Mr. Martin Goland, San Antonio	1995
Mr. Merrill Hammon, San Antonio	1994
* Mr. Roger R. Hemminghaus, San Antonio	1995
Mr. Mario A. Hernandez, San Antonio	1994
Mr. Bob Marbut, San Antonio	1994
** Mr. Tom Massengill, San Antonio	1995
Mr. Joe C. McKinney, San Antonio	1994
* Mr. Palmer Moe, San Antonio	1995
** Mr. Max Navarro, San Antonio	1995
Mr. Kenneth W. Thomas, Jr., P.E., San Antonio	1993
William E. Thornton, D.D.S., M.S.D., San Antonio	1993
* John L. VandeBerg, Ph.D., San Antonio	1995
Mr. Dave Zinnecker, San Antonio	1993

Unfilled Terms - 9 (To be determined as filled)

College of Social and Behavioral Sciences Advisory Council.--  
Authorized Membership 45:

	<u>Term Expires</u>
** Mr. Paul Beyer, San Antonio	1995
** Reverend Claude Black, San Antonio	1995
** Ms. Audreyjane (AJAY) Castro, San Antonio	1995
** Raymond M. Costello, Ph.D., San Antonio	1995
** Sylvia P. Fernandez, Ph.D., San Antonio	1995
** Mr. Steven Huffman, San Antonio	1995
** Yvonne Katz, Ph.D., San Antonio	1995
** Elizabeth Lende, Ph.D., San Antonio	1995
** Ms. Harriet Marmon, San Antonio	1995
** Mr. Al Martinez-Fonts, San Antonio	1995
** Gen. William V. McBride (Ret.), San Antonio	1995
** Mr. Henry Munoz III, San Antonio	1995
** Mr. Al Notzon, San Antonio	1995
** Ms. Ginger Purdy, San Antonio	1995
** The Honorable Bonnie Reed, San Antonio	1995
** Mr. Robert Rivard, San Antonio	1995
** Ms. Veronica Salazar, San Antonio	1995

Unfilled Terms - 28 (To be determined as filled)

9. The University of Texas at Tyler

Development Board.--Authorized Membership 35:

	<u>Term Expires</u>
* Mr. James W. Arnold, Tyler	1995
Mrs. Patsy Bass, Tyler	1994
* Mr. Henry M. Bell, Jr., Tyler	1995
Mr. Jeff Buford, Tyler	1993
* Mrs. Robert P. Buford, Dallas	1995
* Mr. A. Lee Burch, Jr., Tyler	1995
Mr. Frank M. Burke, Jr., Dallas	1994
* Mr. Allen M. Burt, Tyler	1995
Mrs. D. K. Caldwell, Tyler	1993
Mr. Kerry Cammack, Longview	1993
Robert Cargill, Ph.D., Longview	1993
Mrs. Claudia Carroll, Tyler	1994
Mr. Charles L. Childers, Tyler	1994
Mr. Vernon E. Faulconer, Tyler	1993
Mr. David M. Fender, Tyler	1994
** Mr. Richard B. Hamm, Tyler	1995
Mr. Bill G. Hartley, Tyler	1993
Samuel D. Houston, M.D., Tyler	1994
Mr. Robert B. Irwin, Tyler	1994
Mrs. Mary Elizabeth Jackson, Tyler	1994
Senator Peyton McKnight, Tyler	1994
** Mr. John Carmichael Martin III, Longview	1995
* Mr. George W. Oge, Tyler	1995
Mr. Wade C. Ridley, Tyler	1993
Mr. A. W. Riter, Jr., Tyler	1994
Mr. Robert M. Rogers, Tyler	1994
Mr. Isadore Roosth, Tyler	1994
* Mr. Jere Ruff, Longview	1995
Mr. Donald G. Russell, Tyler	1994
Mr. Norman M. Shtofman, Tyler	1993
Mr. Ralph Spence, Tyler	1994

* Mr. Eugene Talbert, Tyler	1995
Jim M. Vaughn, M.D., Tyler	1993
* Mr. John E. White, Jr., Tyler	1995
Mr. James C. Wynne, Jr., Tyler	1993

10. The University of Texas  
Institute of Texan Cultures at San Antonio

Development Board.--Authorized Membership 45:

	<u>Term Expires</u>
** Mr. Ernest Allen, Fort Worth	1995
** Mr. Charles C. Andrews, Jr., San Antonio	1995
** Mr. Lynn C. Ashby, Houston	1995
Mrs. T. Armour (Claudia Abbey) Ball, Comstock and San Antonio	1993
* Mr. Z. D. Bonner, Austin	1995
Mrs. Ann Brinkerhoff, Houston	1994
* Mr. J. P. Bryan, Jr., Houston	1995
Mr. Robert A. Buschman, San Antonio	1994
Mr. Clifton Caldwell, Albany	1993
Mr. Frank W. Calhoun, Houston	1993
** Mr. Tony Chauveaux, Beaumont	1995
Mr. James R. Cox, Midland	1993
** Mr. John De La Garza, Dallas	1995
Mr. James T. Doyle, Fredericksburg	1994
** Mr. John Eckel, Galveston	1995
Lt. Col. George Ensley, (Ret.), San Antonio	1993
Mr. Gregory Grammer, Seattle, WA	1993
Mr. Brian S. Greig, Austin	1994
** Mr. Henry Guerra, San Antonio	1995
Mr. Alex H. Halff, San Antonio	1993
Mr. John Henderson, Hunt	1994
Mr. F. Peter Herff II, San Antonio	1993
Robert L. M. Hilliard, M.D., San Antonio	1993
** Mr. Reagan Houston IV, San Antonio	1995
* Mrs. Everett (Elizabeth) Hutchinson, Bethesda, MD and Palestine	1995
Mrs. Don (Jean) Kaspar, Shiner	1993
* Mr. John Keck, Laredo	1995
The Honorable Robert Krueger, Austin and New Braunfels	1994
** Mr. Irwin L. Levy, Houston	1995
** Mr. Douglas W. Matthews, Galveston	1995
** John H. McGovern, Ph.D., Houston	1995
** Sheridan Grace Nichols, Ph.D., Dallas	1995
Mr. Chris B. Parsons, Houston	1993
* Dan C. Peavy, Jr., D.D.S., San Antonio	1995
Mr. Scott Petty, Jr., San Antonio	1993
** Mrs. Daisy Potter, Gilmer	1995
Mr. Richard Potter, Gilmer	1993
Miss Josephine Sparks, Corpus Christi	1994
Mrs. Rhoda Stefan, Fredericksburg	1993
* Mrs. Walter (Ruth) Sterling, Houston	1995
** Mr. Marshall T. Steves, Jr., San Antonio	1995
Mr. Patrick Hughes Welder, Victoria	1993
Mrs. Irene Wischer, San Antonio	1994
** Mrs. Nancy Young, Houston	1995
Mr. William P. Wright, Jr., Abilene	1993

11. The University of Texas  
Southwestern Medical Center at Dallas

Development Board.--The Southwestern Medical Foundation serves in this capacity. The nominees are not subject to Regental approval.

12. The University of Texas  
Medical Branch at Galveston

Development Board.--Authorized Membership 48:

	<u>Term Expires</u>
W. Tom Arnold, M.D., Houston	1993
A. Nelson Avery, M.D., Austin	1994
* Mrs. William H. Bauer, La Ward	1995
Mrs. Ann Barber Brinkerhoff, Houston	1993
George R. Brown, M.D., Austin	1994
** C. B. Bruner, M.D., Fort Worth	1994
Max C. Butler, M.D., Houston	1994
Paul J. Cunningham, M.D., Galveston	1994
** Mr. Jack T. Currie, Houston	1995
Harry K. Davis, M.D., League City	1994
Mr. Michael C. Doherty, Galveston	1993
* Mr. Charles T. Doyle, Texas City	1995
Tracy D. Gage, M.D., Lubbock	1993
Mr. Edwin M. Gale, Beaumont	1994
Louis J. Girard, M.D., F.A.C.S., Houston	1994
* Carlos D. Godinez, M.D., McAllen	1995
Mrs. Judy Roberts Godinez, McAllen	1994
Cecil H. Green, Sc.D., Dallas	1993
Miss F. Marie Hall, Big Spring	1993
Mr. Titus H. Harris, Jr., Houston	1994
** Robert L. M. Hilliard, M.D., San Antonio	1995
Wayne H. Holtzman, Ph.D., Austin	1994
Mavis P. Kelsey, M.D., Houston	1993
Mr. Rai B. Kelso, Galveston	1993
Mr. Harris L. Kempner, Jr., Galveston	1994
* Mrs. Ruth L. Kempner, Galveston	1995
Donald R. Lewis, M.D., Paris	1994
* Thomas S. Mackey, Ph.D., Texas City	1995
** John L. Mann, M.D., El Paso	1995
* Mr. Douglas W. Matthews, Galveston	1995
* David C. Miesch, M.D., Paris	1995
* Mr. Ballinger Mills, Galveston	1995
Bernard A. Milstein, M.D., Galveston	1994
* Mr. George P. Mitchell, The Woodlands	1995
* Mr. Robert L. Moody, Galveston	1995
Mario E. Ramirez, M.D., Roma	1993
Wayne V. Ramsey, Jr., M.D., Abilene	1993
Mr. Risher Randall, Houston	1993
* Mrs. Jo Stewart Randel, Panhandle	1995
* Raleigh R. Ross, M.D., Burnet	1995
Ray E. Santos, M.D., Lubbock	1993
The Honorable A. R. Schwartz, Galveston	1993
Mr. Ralph Spence, Tyler	1993
Mr. Edwin J. Terry, Austin	1993
Peter K. Thompson, M.D., Houston	1994
* Miss Lissa W. Walls, Houston	1995

Unfilled Terms - 2 (To be determined as filled)

School of Allied Health Sciences Advisory Council.--  
 Authorized Membership 18:

	<u>Term Expires</u>
** Mike Ahern, Ph.D., Houston	1993
** Ms. Barbara Crews, Galveston	1995
Ms. Beverly Ripple Dickerson, Houston	1993
Mr. Joe Garcia, Jr., Galveston	1994
Miss F. Marie Hall, Big Spring	1994
Wayne H. Holtzman, Ph.D., Austin	1994
** Mr. Jerry Hurt, Houston	1995
Jeanne Lagowski, Ph.D., Austin	1993
** Ms. Therese Lossow, Webster	1995
** Ms. Mike (Gage) Martin, Galveston	1995
Ralph Morris, M.D., LaMarque	1993
Mr. Walter Norris, Galveston	1993
Ms. Linda Ott, Galveston	1994
Karl Shaner, Dr.P.H., Austin	1994
Ms. Ann Simmons, Galveston	1994
* Mr. Donald B. Wagner, Houston	1995
** Mr. Armin Weinberg, Houston	1995
Ms. Jeanette Winfree, Galveston	1993

School of Nursing Advisory Council.--  
 Authorized Membership 25:

	<u>Term Expires</u>
** Mrs. Lloyd (Gayle) Bentsen III, Houston	1995
** Mrs. Morton A. (Bobbie Sue) Cohn, Houston	1995
* Mrs. John (Drucie) Chase, Houston	1995
* Mrs. Richard (Jan) Coggeshall, Galveston	1995
** Mrs. Edwin (Becky) Gale, Beaumont	1995
Mr. Kyle Gillespie, Galveston	1993
Mrs. Judy Godinez, McAllen	1994
* Miss F. Marie Hall, Big Spring	1995
Mrs. Charlotte Hill, Houston	1993
Mrs. Beth Jewett, Dallas	1993
** Mrs. Thomas S. (Kitty) Mackey, Texas City	1993
** Barbara A. McClurg, R.N., Ed.D., Dewey, AZ	1994
** Mrs. W. L. (Darlene) Moody IV, Galveston	1994
** Mr. F. Andy Odom, Galveston	1993
** Mrs. Mary Remmers, Tyler	1994
** Mrs. Lewis S. (Fredell) Rosen, Galveston	1993
Mrs. Marilyn Schwartz, Galveston	1993
Mrs. Walter (Ruth) Sterling, Houston	1994
** Mr. John E. Walker, Galveston	1995
** Mrs. Charles A. (Susan) Worthen, Galveston	1994
** Mr. William E. (Bill) Young, Houston	1994

Unfilled Terms - 4 (To be determined as filled)

The University of Texas  
Health Science Center at Houston

Development Board.--Authorized Membership 65:

	<u>Term Expires</u>
Mr. John A. Adkins, Houston	1993
Mr. Isaac Arnold III, Houston	1994
* Mr. J. Tim Arnoult, Houston	1995
* Mr. J. Evans Attwell, Houston	1995
Mr. Lorne D. Bain, Houston	1993
Mrs. Margaret A. (E. William) Barnett, Houston	1993
* Mr. Paul F. Barnhart, Jr., Houston	1995
Mr. David J. Beck, Houston	1993
Mrs. Laura H. (John B.) Beckworth, Houston	1993
** Mr. Joseph Blood, Fulshear	1995
Mr. William K. Bruce, Houston	1994
Mr. William R. Camp, Jr., Houston	1993
** Mr. William J. Campbell, Houston	1995
Mr. Brady F. Carruth, Houston	1993
* Mrs. Drucie R. (John S.) Chase, Houston	1995
** Mrs. Bobbie Sue (Morton) Cohn, Houston	1995
** Mr. Alfred L. Deaton, Houston	1995
Mr. C. Brien Dillon, Houston	1994
Mr. Tieman H. Dippel, Jr., Brenham	1993
** Mrs. Terri (Ralph) Dittman, Houston	1995
James H. Duke, Jr., M.D., Houston	1993
* Mr. M. Dow Dunn, Houston	1995
Mr. James A. Elkins III, Houston	1993
Mr. James F. Erwin, Houston	1994
* Mr. Dillon J. Ferguson, Houston	1993
** Mrs. Elizabeth (Joe) Franz, Houston	1993
** Mr. L. R. French III, Houston	1995
Mr. Edwin Philip Gemmer, Jr., Houston	1994
Mr. Jenard M. Gross, Houston	1993
Mr. Gary L. Hall, Houston	1993
Mr. William C. Harvin, Houston	1994
* Mrs. Eleanor M. Hill, Houston	1995
* Mr. Gerald D. Hines, Houston	1995
* Mr. Joseph D. Jamail, Jr., Houston	1993
Mr. Jack S. Josey, Houston	1994
** Mr. Lenoir M. Josey II, Houston	1995
Rabbi Samuel E. Karff, Houston	1993
* Mrs. Elyse B. (Robert C.) Lanier, Houston	1995
* Mr. Truett Latimer, Houston	1995
* Mr. Joel M. Levy, Houston	1995
* Mr. Leo E. Linbeck, Jr., Houston	1995
* Mr. Earl B. Loggins, Houston	1995
* Mr. Ben F. Love, Houston	1995
Mrs. Marilyn G. (Frederick R.) Lummis, Houston	1993
* Mrs. Mary Hale Lovett McLean, Houston	1995
** Mr. Rodney H. Margolis, Houston	1995
** Mr. Hank Moore, Houston	1995
Mrs. Beth R. (Reed) Morian, Houston	1993
Mr. Ralph S. O'Connor, Houston	1994
Mr. Robert S. Parsley, Houston	1994
Mr. Joseph H. Peck, Jr., Houston	1993
* Mrs. Melinda H. (Michael W.) Perrin, Houston	1995
Richard S. Ruiz, M.D., Houston	1993
* Mr. Clive Runnells, Houston	1993
Mr. Christopher Sarofim, Houston	1994
* Mr. Neil B. Strauss, Houston	1995
Mr. Bill T. Teague, Houston	1993
Mr. Ralph B. Thomas, Houston	1993
Mr. Richard Trabulsi, Houston	1993
** Mr. David Underwood, Jr., Houston	1995

* Mr. Presley E. Werlein III, Houston	1995
Mr. Robert F. Wheless, Houston	1993
Mr. Daryl J. White, Houston	1993
Mr. Robert C. Wilson III, Houston	1993

Unfilled Term - 1 (To be determined as filled)

Speech and Hearing Institute Advisory Council.--  
 Authorized Membership 12:

	<u>Term Expires</u>
Ms. Elizabeth Alhand, R.N., MBA, Houston	1993
** James T. Cao, M.D., Houston	1994
* Elizabeth Carrow-Woolfolk, Ph.D., Houston	1995
* Ms. Lynn Cutrer, Houston	1994
** Ms. Pat Davis, Houston	1994
* Mrs. Rachel (Charles) Lucas, Houston	1993
** Faber Mc Mullen, M.D., Houston	1994
Mrs. Lois (Harold) Moore, Houston	1993
** Robert Morrow, M.D., Houston	1994
* Sam A. Nixon, M.D., Houston	1994
* Lawrence Raymond, M.D., Houston	1995
Mr. Bert Zimmerli, Houston	1993

14. The University of Texas  
Health Science Center at San Antonio

Development Board.--Authorized Membership 67:

	<u>Term Expires</u>
* Mr. Steve Atherton, San Antonio	1995
Mr. Edward H. Austin, Jr., San Antonio	1994
* Mr. Sam Barshop, San Antonio	1995
* Mr. J. Michael Bell, San Antonio	1995
* Mr. Glenn Biggs, San Antonio	1995
Mr. J. Bruce Bugg, Jr., San Antonio	1994
* Mr. Charles C. Butt, Jr., San Antonio	1995
Mr. Richard W. Calvert, San Antonio	1993
* Mrs. Ruben R. (Dardanella) Cardenas, McAllen	1995
* Donald M. Carlton, Ph.D., Austin	1995
Mrs. Robin D. Carson, San Antonio	1994
Mr. A. Baker Duncan, San Antonio	1994
Mr. Ruben Escobedo, San Antonio	1994
Mr. Thomas C. Frost, San Antonio	1993
* Rafael Garza, M.D., McAllen	1995
* Mr. William E. Greehey, San Antonio	1995
Mr. C. C. Gunn, Sr., San Antonio	1994
Mr. Roger Hemminghaus, San Antonio	1994
Mr. Mario A. Hernandez, San Antonio	1994
Mr. Earl C. Hill, San Antonio	1994
* Mr. James E. Ingram, San Antonio	1995
Mr. George Irish, San Antonio	1993
Mr. Gary Jacobs, Laredo	1993
* Mr. B. K. Johnson, San Antonio	1995
* Mr. Patrick J. Kennedy, San Antonio	1995
* Mr. John Kerr, San Antonio	1995
Mr. Richard M. Kleberg III, San Antonio	1993
* Mrs. Charles (Kathleen) Kuper, San Antonio	1995
Mr. John B. Lahourcade, San Antonio	1994
Mr. Pat Legan, San Antonio	1994
Mr. Ricardo E. "Dickie" Longoria, Laredo	1994
* Mr. Robert G. Marbut, San Antonio	1995
Mr. L. Lowry Mays, San Antonio	1993

* Mr. B. J. "Red" McCombs, San Antonio	1995
* General Robert F. McDermott, San Antonio	1995
Mr. Joe C. McKinney, San Antonio	1994
Mr. Lewis J. Moorman, Jr., San Antonio	1994
Claude L. Nabers, D.D.S., San Antonio	1993
Mr. John E. Newman, Jr., San Antonio	1993
Mr. Emilio Nicolas, San Antonio	1993
Mr. John Oberman, San Antonio	1993
Mr. Charles G. Orsinger, San Antonio	1994
Mrs. Pat Parker, San Antonio	1994
Mr. Dan E. Parman, San Antonio	1994
Mr. Tom E. Pawel, San Antonio	1994
Mr. Philip J. Pfeiffer, San Antonio	1994
Mrs. Freda Robinson, San Antonio	1994
Mr. Stanley D. Rosenberg, San Antonio	1993
* Mrs. Arthur (Linda) Seeligson, Jr., San Antonio	1995
Mr. Pete C. Selig, San Antonio	1994
John M. Smith, M.D., San Antonio	1994
Mrs. Joe R. (Jocelyn) Straus, Jr., San Antonio	1993
Mr. Arnold "Pic" Swartz, San Antonio	1994
* Mr. Abelardo L. Valdez, San Antonio	1995
Mr. Harold E. Walker, San Antonio	1994
Mr. W. Lawrence Walker, Jr., San Antonio	1993
Mr. Martin Weiss, San Antonio	1994
* Mr. C. Martin Wender, San Antonio	1995
* Robert V. West, Jr., Ph.D., San Antonio	1995
* Mr. Jack Willome, San Antonio	1995
Mrs. Earl H. (Irene) Wischer, San Antonio	1994
Mr. Fausto Yturria, Brownsville	1994

Unfilled Terms - 5 (To be determined as filled)

Dental School Advisory Council.--  
Authorized Membership 30:

	<u>Term Expires</u>
Col. Ted Almquist, Lackland AFB	1993
* James Bauerle, D.D.S., San Antonio	1995
Mr. Michael Beldon, San Antonio	1993
Ms. Nancy S. Bohman, San Antonio	1994
Mr. Mike De La Garza, San Antonio	1993
* Mr. Mark Kilpatrick, San Antonio	1995
Ms. Harriet Marmon, CPA, San Antonio	1993
Reeves Smith, D.D.S., San Antonio	1994
Louis Tomaino, CSW, DSW, San Antonio	1993
* Ms. Maria Elena Torralva, San Antonio	1995

Unfilled Terms - 20 (To be determined as filled)

Medical School Advisory Council.--  
Authorized Membership 15:

	<u>Term Expires</u>
* Louis J. Agnese, Jr., Ph.D., San Antonio	1995
Mr. Ernesto Ancira, Jr., San Antonio	1993
Harold M. Brannan, M.D., San Antonio	1994
Frank Bryant, Jr., M.D., San Antonio	1993
Ronald K. Calgaard, Ph.D., San Antonio	1993
Stanley E. Crawford, Sr., M.D., San Antonio	1994
Scott C. Duncan, M.D., San Antonio	1994
Milton S. Jacobs, M.D., San Antonio	1994
Gen. William V. McBride (Ret.), San Antonio	1994
Patrick M. Palmer, M.D., San Antonio	1994
Ms. Sylvia Romo, San Antonio	1994

Mr. J. Burleson Smith, San Antonio	1994
Mr. Paul H. Smith, San Antonio	1994
* Mr. Thomas E. Turner, Jr., San Antonio	1995

Unfilled Term - 1 (To be determined as filled)

Nursing School Advisory Council.--  
Authorized Membership 30:

	<u>Term Expires</u>
* Mrs. Robin F. Ancira, San Antonio	1993
Mr. James (Tony) Anderson, San Antonio	1993
Ms. Janie Barrera, San Antonio	1994
Mr. John Bloodsworth, San Antonio	1994
* Mrs. Jean Carlyle, San Antonio	1995
* Mrs. Stephanie Cavender, San Antonio	1995
Mrs. Esther Curnutt, San Antonio	1993
Mrs. Jane Dreyfus, San Antonio	1994
Ms. Maricela Espinosa-Garcia, San Antonio	1994
Juliet V. Garcia, Ph.D., Brownsville	1994
** Mrs. Louree Greehey, San Antonio	1995
Martha Jean Harris, M.D., San Antonio	1994
Mr. E. D. Hodge III, San Antonio	1994
Mrs. Nikki Jaffe, San Antonio	1993
Ms. Yvonne Katz, San Antonio	1994
** Mrs. Cecelia Leininger, San Antonio	1995
Mr. Alfonso Martinez-Fonts, San Antonio	1993
Col. William McKinsey (Ret.), San Antonio	1994
* Mr. Don McManus, San Antonio	1995
Mrs. Deborah Menger, San Antonio	1994
Mr. Balous T. Miller, San Antonio	1994
* Brig. Gen. Diann Hale O'Connor, (Ret.), Arlington	1995
* Mrs. Harriet Oppenheimer, San Antonio	1995
* Mrs. Margaret Rambie, Uvalde	1995
Mrs. C. Ritchie (Elaine) Spence, San Antonio	1993
** Mrs. Glenda Woods, San Antonio	1995

Unfilled Terms - 4 (To be determined as filled)

15. The University of Texas  
M.D. Anderson Cancer Center

University Cancer Foundation Board of Visitors.--  
Authorized Membership 50:

	<u>Term Expires</u>
* Mr. Thomas J. Brorby, Austin	1995
Mr. John R. Butler, Jr., Houston	1993
* Mr. Roy Butler, Austin	1995
Mr. William E. Carl, Corpus Christi	1993
* Mrs. Amon G. Carter, Jr., Fort Worth	1995
Mr. Ernest H. Cockrell, Houston	1994
Mr. Ted Collins, Jr., Midland	1993
Mr. Dillon Ferguson, Houston	1994
** Mr. Edward O. Gaylord, Houston	1995
Mr. Wayne Gibbens, Arlington, VA	1994
Mr. James W. Glanville, New York, NY	1994
Mr. Harold V. Goodman, Houston	1994
Miss Lyda Hill, Dallas	1993
** Mr. Forrest E. Hoglund, Houston	1995
Mr. Charles E. Hurwitz, Houston	1993
** Mr. Scott J. Hyten, Herndon, VA	1995

Mr. Joseph D. Jamail, Houston	1994
Mr. Richard J. V. Johnson, Houston	1993
Mrs. Glenda Kane, Corpus Christi	1994
Mr. Donald R. Keough, Atlanta, GA	1993
** Mr. Melvyn N. Klein, Corpus Christi	1995
** Mr. R. Bruce LaBoon, Houston	1995
* Mrs. Elyse B. Lanier, Houston	1995
Mr. Henry J. Lartigue, Jr., Dallas	1994
Ms. Marty V. Leonard, Fort Worth	1993
Mr. Michael R. Levy, Austin	1994
Mr. Red McCombs, San Antonio	1994
** Mr. John McCormack, Houston	1995
Mr. Randal B. McDonald, Houston	1994
Mr. LeRoy Melcher, Houston	1993
Mr. Randall Meyer, Houston	1993
Mr. Charles Miller, Houston	1994
* Mr. George P. Mitchell, The Woodlands	1995
Mr. Merriman Morton, Austin	1993
Mrs. Georgette Mosbacher, New York, NY	1993
Mr. Robert Nichols, Dallas	1994
Mr. Robert R. Onstead, Houston	1994
* Mr. J. David Oppenheimer, San Antonio	1995
* Mr. James H. Polk III, Santa Fe, NM	1995
* Mr. Edward Randall III, Houston	1995
Mr. B. M. Rankin, Jr., Dallas	1993
** Mr. L. G. Rawl, Irving	1995
** Ms. Regina J. Rogers, Houston	1995
Mr. Isadore Roosth, Tyler	1993
Mr. Walter M. Ross, Houston	1994
* Mr. Charles M. Simmons, Fort Worth	1995
* Mr. Wade C. Smith, Dallas	1995
* Miss Josephine Sparks, Corpus Christi	1995
Mr. Jack T. Trotter, Houston	1993
Mrs. Isabel B. Wilson, Houston	1993

16. The University of Texas Health Center at Tyler

Development Board.--Authorized Membership 60:

	<u>Term Expires</u>
Mr. Jud Adams, Tyler	1993
John E. Adcock, D.D.S., Tyler	1994
Mr. James W. Arnold, Tyler	1993
Mr. Jeff Austin, Sr., Frankston	1994
* Mr. Harold Beaird, Tyler	1995
* Mr. Henry M. Bell, Jr., Tyler	1995
Mr. Henry Bell III, Tyler	1993
** Mr. Herbert Buie, Tyler	1995
Mr. Frank M. Burke, Jr., Dallas	1993
Mr. Allen Burt, Tyler	1994
* Mrs. D. K. Caldwell, Tyler	1995
* Mr. Charles L. Childers, Tyler	1995
** Mr. Nelson Clyde III, Tyler	1994
Mrs. Thomas E. Duncan, Lufkin	1994
Mrs. Nancy Fair, Tyler	1993
Mr. David Fender, Tyler	1994
Mrs. R. L. Gibson, Kilgore	1993
Mrs. D. R. Glass, Tyler	1994
* Bob Glaze, D.C., Gilmer	1995
** Mr. Richard Hamm, Tyler	1995
Mr. B. G. Hartley, Tyler	1993
Mr. Bob L. Herd, Tyler	1994

* Mr. Larry Hickman, Tyler	1995
Mr. Bob Irwin, Tyler	1993
* Earl C. Kinzie, D.O., Lindale	1995
Mr. Will A. Knight, Tyler	1993
Senator Peyton McKnight, Tyler	1993
B. H. McVicker, M.D., Lufkin	1993
* Mr. Gene Meier, Tyler	1995
Mr. George Oge, Sr., Tyler	1994
* Mr. Harry Phillips, Tyler	1995
Mr. Jack L. Phillips, Gladewater	1994
Blanche Prejean, Ph.D., Tyler	1993
* The Honorable Thomas B. Ramey, Jr., Tyler	1995
Mr. Edwin Rasco, Tyler	1993
* Mr. Richard L. Ray, Tyler	1995
* Mr. Tom Richards, Tyler	1995
** Mr. H. Lanier Richey, Tyler	1995
Mr. Wade Ridley, Tyler	1994
* Mr. A. W. Riter, Jr., Tyler	1995
* Mr. A. W. Riter III, Tyler	1995
Mr. Isadore Roosth, Tyler	1993
Mr. Bill Ross, Tyler	1993
Mr. James R. Russell, Tyler	1994
* C. Fagg Sanford, M.D., Tyler	1995
Mr. Norman Shtofman, Tyler	1993
Tom Smith, M.D., Dallas	1993
* Mr. Ralph Spence, Tyler	1995
* Ms. Rose Strong, Longview	1995
John C. Turner, M.D., Tyler	1993
James M. Vaughn, M.D., Tyler	1994
Mr. Dayton Walkup, Kilgore	1994
Mr. John Warner, Tyler	1994
Mrs. Watson W. Wise, Tyler	1994
Mr. Royce E. Wisenbaker, Tyler	1993
Mr. Sam Wolf, Tyler	1994

Unfilled Terms - 4

(To be determined as filled)

RECESS FOR COMMITTEE MEETINGS AND COMMITTEE REPORTS TO THE BOARD.--At 10:07 a.m., the Board recessed for the meetings of the Standing Committees and Chairman Beecherl announced that, at the conclusion of each committee meeting, the Board would reconvene to approve the report and recommendations of that committee.

The meetings of the Standing Committees were conducted in open session and the reports and recommendations thereof are set forth on the following pages.

REPORTS AND RECOMMENDATIONS OF STANDING COMMITTEES

REPORT OF EXECUTIVE COMMITTEE (Pages 44 - 48).--In compliance with Section 7.14 of Chapter I of Part One of the Regents' Rules and Regulations, Chairman Beecherl reported to the Board for ratification and approval all actions taken by the Executive Committee since the last meeting. Unless otherwise indicated, the recommendations of the Executive Committee were in all things approved as set forth below:

1. U. T. El Paso - Miner Foundation Advisory Council: Approval of Nominees Thereto (Exec. Com. Letter 92-13).--At the February 1992 meeting, the U. T. Board of Regents established The University of Texas at El Paso Miner Foundation Advisory Council with the understanding that initial nominees to the Council would be submitted at a later date. In compliance therewith, the Board approved 39 nominees for membership to this Advisory Council.

For completeness, the names of these nominees were also included in the System-wide compilation of membership to development boards and advisory councils reported on Pages 4 - 43.

2. U. T. Pan American - Academic Services Building (Project No. 901-739): Approval to Excuse Rockford Business Interiors, Austin, Texas, from the Bid on Base Proposal "O" Due to Errors in the Bid; and Award of Contracts for Furniture and Furnishings to Jones Office Supply, McAllen, Texas; CDM Contract Furnishings, Inc., Austin, Texas; Educational & Institutional Cooperative Service, Inc., Dallas, Texas; Brown & Parker, Inc. dba Texas Office Supply Company, Corpus Christi, Texas; Finger Office Furniture, A Division of Finger Furniture Co., Inc., Houston, Texas; O. P. Corporate Furnishings, Inc., Austin, Texas; Austin Material Handling, Austin, Texas; and Fredericksburg Industries, Inc., Fredericksburg, Texas (Exec. Com. Letter 92-15).--The Board, upon recommendation of the Executive Committee:

- a. Excused Rockford Business Interiors, Austin, Texas, from its bid on Base Proposal "O," Interaction Lounge Furniture, for the Academic Services Building at The University of Texas - Pan American because of errors in that bid
- b. Awarded contracts for furniture and furnishings for the Academic Services Building at U. T. Pan American to the following lowest responsible bidders:

Jones Office Supply, McAllen, Texas

Base Proposal "A" (Faculty Office Chairs)	\$12,734.04
Base Proposal "B" (Office Casework Type "K")	23,018.73
Base Proposal "C" (Bookcases)	16,954.59
Base Proposal "E" (Visitor Chairs)	9,714.60

Base Proposal "G" (Work Chairs and Stools)	\$22,414.75	
Base Proposal "H" (Conference Tables)	2,332.26	
Base Proposal "L" (Wood Computer Tables)	12,085.29	
Base Proposal "O" (Interaction Lounge Furniture)	<u>11,702.30</u>	
Total Contract Award to Jones Office Supply		\$110,956.56
CDM Contract Furnishings, Inc. Austin, Texas		
Base Proposal "D" (Steel Files, Light Tables and Plan Files)		34,336.02
Educational & Institutional Cooperative Service, Inc. Dallas, Texas		
Base Proposal "F" (Work Tables)	\$15,000.36	
Base Proposal "I" (Conference Chairs)	<u>4,160.72</u>	
Total Contract Award to Educational & Institutional Cooperative Service, Inc.		19,161.08
Brown & Parker, Inc. dba Texas Office Supply Company Corpus Christi, Texas		
Base Proposal "J" (Steel Computer Tables)		200,635.90
Finger Office Furniture, A Division of Finger Furniture Co., Inc. Houston, Texas		
Base Proposal "K" (Computer Chairs)	\$103,292.00	
Alternate Proposal "R-1" (Spare Parts for Computer Chairs)	<u>3,467.00</u>	
Total Contract Award to Finger Office Furniture, A Division of Finger Furniture Co., Inc.		106,759.00
O. P. Corporate Furnishings, Inc. Austin, Texas		
Base Proposal "M" (Modular Office Furniture)		10,185.41

Austin Material Handling  
Austin, Texas

Base Proposal "N"  
(Steel Shelving and Workbenches) \$ 17,689.35

Fredericksburg Industries, Inc.  
Fredericksburg, Texas

Base Proposal "P"  
(Wood Library Shelving) 6,200.00

GRAND TOTAL CONTRACT AWARDS \$505,923.32

With respect to Base Proposal "O" (Interaction Lounge Furniture), the apparent low bidder, Rockford Business Interiors, Austin, Texas, alleged that an error was made in its bid and had requested to be excused. The error was mathematical in nature as opposed to an error in judgement and involved a lack of multiplication of unit prices for the modular components of waiting area lounge furniture. The Office of General Counsel recommended that the Board excuse Rockford Business Interiors from its erroneous bid and award the contract for Base Proposal "O" to the next low bidder, Jones Office Supply, in the amount of \$11,702.30.

3. U. T. Pan American - Allied Health Annex (Project No. 901-742): Award of Contracts for Furniture and Furnishings to Jones Office Supply, McAllen, Texas; CDM Contract Furnishings, Inc., Austin, Texas; and Finger Office Furniture, A Division of Finger Furniture Co., Inc., Houston, Texas (Exec. Com. Letter 92-15).--The Executive Committee recommended and the Board awarded contracts for furniture and furnishings for the Allied Health Annex at The University of Texas - Pan American to the following lowest responsible bidders:

Jones Office Supply  
McAllen, Texas

Base Proposal "A"  
(Faculty Office Chairs) \$ 8,926.19

Base Proposal "B"  
(Office Casework Type "K") 25,526.68

Base Proposal "C"  
(Bookcases and Steel  
Shelving) 17,569.19

Base Proposal "E"  
(Visitor Chairs) 12,445.17

Base Proposal "F"  
(Classroom Tables) 18,625.28

Base Proposal "G"  
(Classroom Chairs) 22,064.21

Base Proposal "H"  
(Conference Tables) 3,637.37

Base Proposal "I"  
(Conference Chairs) 13,755.97

Base Proposal "J" (Computer Tables)	\$ 11,689.70
Base Proposal "M" (Student Lounge Furniture)	<u>7,149.91</u>
Total Contract Award to Jones Office Supply	\$141,389.67
CDM Contract Furnishings, Inc. Austin, Texas	
Base Proposal "D" (Steel Files)	13,418.52
Finger Office Furniture, A Division of Finger Furniture Co., Inc. Houston, Texas	
Base Proposal "K" (Computer Chairs)	<u>12,218.00</u>
GRAND TOTAL CONTRACT AWARDS	<u>\$167,026.19</u>

4. U. T. Southwestern Medical Center - Dallas - Intercampus Connector for Research Building - Phase II North Campus Expansion (Project No. 303-755): Approval of Temporary Revised Total Project Cost; Award of Construction Contract to SEDALCO, INC., Fort Worth, Texas; and Approval to Identify and Implement Change Orders to Reduce Total Project Cost (Exec. Com. Letter 92-14).--Upon recommendation of the Executive Committee, the Board:
- a. Approved a temporary increase in the total project cost from \$5,500,000 to \$6,121,627 for the Intercampus Connector for Research Building - Phase II North Campus Expansion at The University of Texas Southwestern Medical Center at Dallas
  - b. Awarded a construction contract for the Intercampus Connector for Research Building - Phase II North Campus Expansion to the lowest responsive bidder, SEDALCO, INC., Fort Worth, Texas, for the Base Bid less Deductive Alternate Bid Item Nos. 1, 2, 4, and 5 in the amount of \$5,660,300
  - c. Directed the Office of Facilities Planning and Construction, in consultation with the Project Architect and U. T. Southwestern Medical Center - Dallas, to identify and implement change orders which would reduce the above total project cost of \$6,121,627 to the previously approved and funded amount of \$5,500,000.

In accordance with authorization of the U. T. Board of Regents in February 1992, bids for the Intercampus Connector for Research Building - Phase II North Campus Expansion were received and opened on March 31, 1992.

All bids received exceeded the estimated cost of \$4,920,900, including consideration of four of the eight possible Deductive Alternate Bids. The lowest responsive bid received, including consideration of the remaining

Deductive Alternate Bids, exceeded the estimated construction cost by \$565,358 and resulted in a total project cost which would exceed the estimated total project cost by \$621,627.

Award of a construction contract to SEDALCO, INC., will not constitute an increase in the approved total project cost for the Phase II North Campus Development. The Intercampus Connector project carries the data and telecommunications link to the main campus for research, clinical, and administrative computing and is necessary to network the medical center complex. It is critical that these links be in place when the North Campus Phase I, Simmons Biomedical Research Building is completed in February 1993.

During design of the Intercampus Connector project, the Project Architect, Omniplan, Inc., Dallas, Texas, relied on two building cost estimates in an attempt to ensure that the project was within the budget. The first estimate was prepared by Busby Denny International, Inc., the firm which successfully prepared the building cost estimate for Phase I Expansion of the North Campus. The second estimate was prepared by a general contracting firm which is qualified in road and bridge construction. Both estimates confirmed that the scope of work could be afforded within the budget.

Following the bid opening, the Project Architect reviewed the bid with the low bidder and concluded that the increased cost resulted from difficulties in placing concrete when crossing Inwood Road and Harry Hines Boulevard and arranging for utility relocations necessary within the public right-of-way. It was decided that rebidding the project would not result in a reduction of cost and that a reduction in the scope of work would be necessary. Therefore, the Office of Facilities Planning and Construction, the Project Architect, and U. T. Southwestern Medical Center - Dallas identified acceptable reductions in the scope of work which would reduce the cost to within the originally estimated total project cost of \$5,500,000.

At a future meeting, the Office of Facilities Planning and Construction will report to the U. T. Board of Regents what deductions have been achieved in the contract cost and the composition of the project budget.

The Intercampus Connector project is a critical part of the Research Building - Phase II North Campus Expansion project which is included in the FY 1991 Capital Improvement Plan and the FY 1992 Capital Budget for a total project cost of \$67,800,000. Funding for the Intercampus Connector project is \$5,500,000 as previously appropriated from U. T. Southwestern Medical Center - Dallas Interest on Designated Funds Time Deposits.

See Page 121 related to the Research Building - Phase II North Campus Expansion.

REPORT AND RECOMMENDATIONS OF THE BUSINESS AFFAIRS AND AUDIT COMMITTEE (Pages 49 - 53).--Committee Chairman Loeffler reported that the Business Affairs and Audit Committee had met in open session to consider those matters on its agenda and to formulate recommendations for the U. T. Board of Regents. Unless otherwise indicated, the actions set forth in the Minute Orders which follow were recommended by the Business Affairs and Audit Committee and approved in open session and without objection by the U. T. Board of Regents:

1. U. T. System: Approval of Chancellor's Docket No. 64 (Catalog Change).--Upon recommendation of the Business Affairs and Audit Committee, the Board approved Chancellor's Docket No. 64 in the form distributed by the Executive Secretary. It is attached following Page 253 in the official copies of the Minutes and is made a part of the record of this meeting.

It was expressly authorized that any contracts or other documents or instruments approved therein had been or shall be executed by the appropriate officials of the respective institution involved.

It was ordered that any item included in the Docket that normally is published in the institutional catalog be reflected in the next appropriate catalog published by the respective institution.

2. U. T. Board of Regents - Regents' Rules and Regulations, Part One: Amendments to Chapter II, Section 6, Subdivision 6.33 (Director of Facilities Planning and Construction).--Approval was given to amend the Regents' Rules and Regulations, Part One, Chapter II, Section 6, Subdivision 6.33 to read as set forth below:

6.33 Director of Facilities Planning and Construction.

The Director of Facilities Planning and Construction reports to the Executive Vice Chancellor for Business Affairs. The primary duties and responsibilities of the office include:

- 6.331 The provision of staff assistance to the Chancellor and the Executive Vice Chancellors in the execution of their responsibilities.
- 6.332 General administration and supervision of any new building construction and initial equipping thereof, or any new construction of improvements other than building; or campus planning exceeding \$300,000 in cost, or of any inside or outside repairs, remodeling, or rehabilitation, exceeding \$600,000 in cost; managing any preliminary planning, feasibility studies, or investigations which are estimated to ultimately develop into one of the above projects at any component institution of the System; advising and working with the consultants, architects and engineers employed by the Board, subject to the terms and conditions of the contracts with those architects and engineers.

- 6.333 Serving as ex officio member of all faculty building committees at the component institutions.
- 6.334 Preparing and executing all documents relating to the acquisition and the use of funds received from the federal government and state agencies in connection with construction grant awards.
- 6.335 Coordinating the preparation of and approving of all grant applications on approved construction projects filed with governmental agencies.
- 6.336 Coordinating the development of and maintaining of master plans for all component institutions, including but not limited to land utilization, utility and landscape plans.
- 6.337 Directing the negotiation and approval of all contracts for commercially operated thermal energy plants.
- 6.338 Complying with federal and state accessibility standards applicable to new construction and major repair and rehabilitation projects of the System and its component institutions.

3. U. T. System: Approval of Non-Personnel Aspects of the Operating Budgets for Fiscal Year Ending August 31, 1993, Including Auxiliary Enterprises, Grants and Contracts, Designated Funds, Restricted Current Funds, and Medical and Dental Services, Research and Development Plans and Authorization for the Chancellor to Make Editorial Corrections Therein.--At the request of Committee Chairman Loeffler, Chancellor Mark, with the aid of transparencies, presented a comprehensive overview of the proposed Operating Budgets for the fiscal year ending August 31, 1993, for The University of Texas System. A copy of [Chancellor Mark's report](#) is on file in the Office of the Board of Regents.

Following Chancellor Mark's presentation and upon recommendation of the Academic Affairs, Health Affairs, and Business Affairs and Audit Committees, the Board approved the non-personnel aspects of the Operating Budgets for the U. T. System as listed below for the fiscal year ending August 31, 1993, Including Auxiliary Enterprises, Grants and Contracts, Designated Funds, Restricted Current Funds, and Medical and Dental Services, Research and Development Plans and authorized the Chancellor to make editorial corrections in these budgets with subsequent adjustments to be reported to the U. T. Board of Regents through the institutional dockets:

- The University of Texas System Administration  
(including the Available University Fund)
- The University of Texas at Arlington
- The University of Texas at Austin
- The University of Texas at Brownsville
- The University of Texas at Dallas
- The University of Texas at El Paso
- The University of Texas - Pan American
- The University of Texas of the Permian Basin
- The University of Texas at San Antonio
- The University of Texas at Tyler
- The University of Texas Southwestern Medical  
Center at Dallas
- The University of Texas Medical Branch at Galveston

The University of Texas Health Science Center  
at Houston  
The University of Texas Health Science Center  
at San Antonio  
The University of Texas M.D. Anderson Cancer  
Center  
The University of Texas Health Center at Tyler

These budgets are a part of the Minutes of this meeting and the official copy is in bound Volume XLVII entitled Annual Budget for 1992-1993.

See Page 253 for approval of the personnel aspects of the Operating Budgets for the fiscal year ending August 31, 1993.

Noting that this would be his last budget presentation to the Board, Chancellor Mark expressed appreciation to the Board for its support and noted that without the detailed attention that the Board pays to the budget process the U. T. System would not have been able to make the progress that it has in the last eight years.

4. U. T. System: Approval of the Capital Budget for the Fiscal Year Ending August 31, 1993.--Committee Chairman Loeffler called upon Chancellor Mark who, with the aid of transparencies, presented an overview of the proposed Capital Budget for The University of Texas System for the fiscal year ending August 31, 1993. A copy of Chancellor Mark's report is on file in the Office of the Board of Regents.

Upon recommendation of the Business Affairs and Audit Committee, the Board approved the U. T. System Capital Budget, Part A (Major Construction Projects) and Part B (Reserve Allocations for Repairs and Equipment Projects) for the fiscal year ending August 31, 1993. The Capital Budget was presented in a separate document labeled "U. T. System Fiscal Year 1993 Capital Budget" which is on file in the Office of the Board of Regents.

The U. T. System 1993 Capital Budget, Part A, sets forth the application of funds from all sources to those capital projects which, in keeping with the Capital Improvement Plan (CIP) approved by the U. T. Board of Regents in June 1991, involve any expenditures during the fiscal year ending August 31, 1993. Approval of the Capital Budget is an authorization to expend funds for named projects in the 1993 fiscal year.

As required by provisions of the Regents' Rules and Regulations, authorization to appoint project architects and engineers, approval of plans, authorization to advertise for bids, award of bids, appropriation and authorization to expend funds will continue to be accomplished via a standard agenda item, at appropriate times. The Capital Budget includes projects authorized by Board action prior to adoption of the FY 1991 Capital Improvement Plan as well as projects included in the FY 1991 CIP which will move into their first year of expenditures.

In accordance with the campus planning rules of the Texas Higher Education Coordinating Board, the Chairman of the Board must certify that the need for new construction which will require formula funding is at least equal to the need to acquire additional or more modern instructional and research equipment. Since the capital budgeting process used by the U. T. System to develop the Capital Improvement Plan and the Capital Budget ensures

that such a determination or prioritization is considered and endorsed by the Board on behalf of each new project, the Executive Secretary to the U. T. Board of Regents was authorized, on behalf of the Chairman, to issue the certification as required by the Texas Higher Education Coordinating Board for all new construction contained in the FY 1993 Capital Budget.

Part B of the Capital Budget appropriates Permanent University Fund (PUF) Bond Proceeds from reserves provided in the FY 1991 Capital Improvement Plan for Institutional Equipment and Library Purchases and Repair and Rehabilitation Projects. The CIP provides for an allocation to U. T. System component institutions of \$11.5 million for equipment and library and \$12.5 million for repair and renovation projects.

Furthermore, the U. T. System component institutions were authorized to purchase approved equipment items and library materials and to contract for repair and rehabilitation projects following standard purchasing and contracting procedures and within approved PUF Bond Proceeds dollar limits or a combination of allocated bond proceeds and other funds, where appropriate. Substitute equipment purchases are to receive prior approval by the Chancellor and appropriate Executive Vice Chancellor and, where required, the U. T. Board of Regents. Transfer by U. T. System Administration of allocated funds to institutional control or to vendors will coincide with vendor payment requirements. Final approval of specific repair and rehabilitation projects will be in accordance with U. T. Board of Regents' established procedures for construction projects.

5. U. T. System: Reappointment of Anthem Life Insurance Company, Dallas, Texas, for Group Term Life, Accidental Death and Dismemberment, and Long-Term Disability Insurance Coverage to be Effective September 1, 1992.--The Board, upon recommendation of the Business Affairs and Audit Committee, reappointed Anthem Life Insurance Company, Dallas, Texas, to provide group term life, accidental death and dismemberment, and long-term disability insurance coverage with no premium increases for The University of Texas System effective September 1, 1992, as set forth below:

Group Term Life

Automatic:  
\$0.276/\$1,000 Coverage

Active and Eligible Retired Employees:  
\$0.080/\$1,000 to \$1.550/\$1,000 Coverage  
(based on age)

Retired Employees:  
\$5.34 to \$98.37 for \$2,500 Coverage (based on age)

Dependents:  
\$1.37/\$1,000 Coverage

One-time Optional Retired Employee:  
Same as Active and Eligible Retired Employee rate

Accidental Death and Dismemberment (AD&D)

Automatic and Active Employees  
and Their Dependents:  
\$0.024/\$1,000 Coverage

Long-Term Disability (LTD)

Active Employees Only:  
\$0.69/\$100 Salary

The group term life insurance plan includes a new feature for eligible employees who wish to retire in August 1992. Retired employees presently are eligible for either \$2,500 (less than 10 years of service) or \$10,000 (10 or more years of service) coverage. This addendum allows employees who wish to retire as of August 31, 1992, to continue, on a one-time option during the August 1992 annual enrollment period, the same life insurance coverage, up to \$500,000, that they had as active employees until age 70.

6. U. T. System: Establishment of a Self-Insured Vision Care Plan; Appointment of Vision Service Plan of Texas, Dallas, Texas, as Administrative/Fiscal Agent for Management of Optional Self-Insured Vision Plan; and Establishment of Group Rates to be Effective September 1, 1992.--Upon recommendation of the Business Affairs and Audit Committee, the Board:

- a. Established a voluntary, self-insured vision care plan for The University of Texas System employees
- b. Appointed Vision Service Plan of Texas, Dallas, Texas, as administrative/fiscal agent for the day-to-day management of the optional self-insured vision plan effective September 1, 1992
- c. Approved group rates for Fiscal Year 1993 as set forth below:

MONTHLY PREMIUMS	
Employee	\$ 6.10
Employee + Spouse	\$ 9.75
Employee + Child(ren)	\$ 9.95
Employee + Family	\$16.05

This plan, which provides an additional cost-effective benefit for U. T. System employees, provides for annual eye examinations, eye glasses (frames and lenses), and contact lenses. Should the beneficiary obtain the services and hardware from specified contracted providers, the only out-of-pocket cost in addition to the premium is a \$25 deductible per person. The beneficiary, however, may obtain services and hardware from any provider, and the reimbursement will be limited to a pre-determined schedule.

Article 3.50-3 of the Texas Insurance Code authorizes institutions of higher education to become self-insured for health insurance. The advantages to self-insuring the plan are return on cash flow and reserves and savings on expenses. No additional U. T. System Administration staff will be needed to effect the change.

REPORT AND RECOMMENDATIONS OF THE ACADEMIC AFFAIRS COMMITTEE (Pages 54 - 107).--Committee Chairman Barshop reported that the Academic Affairs Committee had met in open session to consider those matters on its agenda and to formulate recommendations for the U. T. Board of Regents. Unless otherwise indicated, the actions set forth in the Minute Orders which follow were recommended by the Academic Affairs Committee and approved in open session and without objection by the U. T. Board of Regents:

1. U. T. Board of Regents - Regents' Rules and Regulations, Part One: Amendments to Chapter III, Section 6, Subsection 6.3, Subdivision 6.35 and Subsection 6.(11) (Tenure, Promotion, and Termination of Employment).--Upon recommendation of the Academic Affairs and Health Affairs Committees, the Board amended the Regents' Rules and Regulations, Part One, Chapter III, Section 6 (Tenure, Promotion, and Termination of Employment) as set forth below:

a. Subdivision 6.35 of Subsection 6.3 was amended to read as follows:

6.35 Nontenured faculty members who are notified in accordance with Subsection 6.7 that they will not be reappointed or who are notified in accordance with Subdivision 6.23 or Subsections 6.7 or 6.8 that the subsequent academic year will be the terminal year of appointment shall not be entitled to a statement of the reasons upon which the decision for such action is based. Such a decision shall be subject to review only to determine whether the decision was made for reasons that are unlawful under the laws or Constitution of this state or the United States. A review may be granted only in those cases where the affected faculty member submits a written request for a review to the chief administrative officer that describes in detail the facts relied upon to prove that the decision was made for unlawful reasons. If the chief administrative officer determines that the alleged facts, if proven by credible evidence, support a conclusion that the decision was made for unlawful reasons, such allegations shall be heard under the procedures in Subsection 6.3 as in the case of dismissal for cause, with the following exceptions:

(1) the burden of proof is upon the affected faculty member to establish by the greater weight of the credible evidence that the decision in question was made for reasons that are unlawful under the laws or Constitution of this state or the United States;

- (2) the administration of the institution need not state the reasons for the questioned decision or offer evidence in support thereof unless the affected faculty member presents credible evidence that, if unchallenged, proves the decision was made for unlawful reasons;
- (3) the hearing tribunal shall make written findings and recommendations based on the evidence presented at the hearing and shall forward such findings and recommendations with the transcript and exhibits from the hearing to the chief administrative officer;
- (4) the chief administrative officer may approve, reject, or amend the recommendations of the hearing tribunal or may reach different conclusions based upon the record of the hearing. The decision of the chief administrative officer shall be final.

b. Subsection 6.(11) was amended to read as follows:

- 6.(11) The chief administrative officer of a component institution has the responsibility for determining when to eliminate occupied academic positions, the titles of which are given in Subsection 1.8 of this Chapter, or abandon academic programs or both, subject to approval by the appropriate Executive Vice Chancellor. The decision of the chief administrative officer and the implementation of that decision shall be subject to the following minimum procedural requirements:
- 6.(11)1 An academic program under consideration for abandonment or an academic position that is under consideration for elimination for bona fide academic reasons should be reviewed in depth through procedures determined by the chief administrative officer;
  - 6.(11)2 Tenured faculty in a program that is under consideration for abandonment or in an academic position that is under consideration for elimination will be notified and afforded an opportunity to contribute to the review process and have those contributions fairly considered;
  - 6.(11)3 Upon completion of the review process, a recommendation with supporting rationale should be submitted to the academic vice president for review and recommendation to the chief administrative officer;

- 6.(11)4 If the chief administrative officer determines that an academic program should be abandoned or that one or more academic positions occupied by tenured faculty should be eliminated, or both, a request for approval with supporting documentation should be forwarded to the appropriate Executive Vice Chancellor;
- 6.(11)5 The date for abandoning or phasing out an academic program should take into consideration the time required for anticipated completion by students currently enrolled or to facilitate their placement in acceptable alternative programs;
- 6.(11)6 The administration will notify tenured faculty in a program to be abandoned or in an academic position that is to be eliminated and ask each faculty member to inform the chief administrative officer or designee in writing of the faculty member's request for reassignment to other academic program(s) and to provide details of the faculty member's qualifications to teach in such academic program(s);
- 6.(11)7 The chief administrative officer or designee will meet individually with tenured faculty who respond to discuss possible employment alternatives to termination;
- 6.(11)8 If the decision is not to retain, the chief administrative officer or designee will send a written response stating reasons for not retaining the tenured faculty member;
- 6.(11)9 If retention of a tenured faculty member results in displacement of a tenured faculty member in another area, the displaced faculty member is entitled to above procedures;
- 6.(11)10 Any faculty member whose employment is terminated pursuant to this Subsection shall be informed of applicable benefits available upon termination, such as retirement, accrued leave and opportunity to continue insurance coverage;
- 6.(11)11 U. T. System components should provide appropriate assistance to affected faculty members concerning available alternative employment opportunities.

The amendments to Subdivision 6.35 clarify that appeals of institutional decisions related to nonreappointment of nontenured faculty are limited to allegations of reasons unlawful under the state or federal laws and constitution. Additionally, the amendments provide that the decision of the chief administrative officer, reached following recommendation by the hearing tribunal, is final.

The amendments to Subsection 6.(11), which provide the minimum procedural requirements for academic program and/or position reduction not resulting from financial exigency, comply with a recent decision of the Fifth Circuit Court of Appeals.

2. U. T. Arlington: Authorization to Establish Master of Science and Doctor of Philosophy Degrees in Environmental Science and Engineering and to Submit the Degree Programs to the Coordinating Board for Approval (Catalog Change).--The Board, upon recommendation of the Academic Affairs Committee, established Master of Science and Doctor of Philosophy degrees in Environmental Science and Engineering at The University of Texas at Arlington and authorized submission of the proposals to the Texas Higher Education Coordinating Board for approval.

The Master of Science and Doctor of Philosophy in Environmental Science and Engineering programs are multidisciplinary and will require entering students to have a solid background in science and/or engineering. The new master's and doctoral degrees will be administered through the Graduate School with a Committee on Graduate Studies for Environmental Science and Engineering to be composed of faculty from the principal participating departments in the Colleges of Science and Engineering and the School of Urban and Public Affairs.

The master's degree will require a minimum of 27 hours of course work plus six hours of thesis or 33 hours of course work and 3 hours for a research project and report. The master's degree is expected to be the professional terminal degree for persons seeking applied work in the public and private sectors. The doctoral degree, which will have a basic requirement for 30 hours of course work beyond the master's level preparation plus the research for and defense of the dissertation, will prepare students for careers in research in academic, industry, and government settings as well as for management and policy supervision at the highest levels.

A need exists for environmental specialists in both the private and public sectors. Every manufacturing facility, regardless of whether it is a "dirty" industry or a so-called "clean" industry, is faced with the disposal or recycling and reuse of waste products and will have a need for either an environmental division or environmental consultants. State, local and federal government entities responsible for environmental regulation and economic development will require a large number of environmental specialists.

U. T. Arlington currently offers both master's and doctoral degrees in civil engineering, biology, chemistry, and public affairs and a master's degree in geology. The interdisciplinary program uses faculty and courses from these existing programs. U. T. Arlington has the structure necessary for successfully administering a master's

and Ph.D. program in environmental science and engineering. Areas of specialization and the integrated, multidisciplinary approach required of both the master's and doctoral students will assure the highest standard of excellence for the professional (master's level) or the scholarly (Ph.D. level) graduate.

No new state resources will be required to support this program since all faculty and most courses are already in place to support other existing programs. U. T. Arlington has identified 39 principal faculty and 17 supporting faculty who will be responsible for the program. In addition, all participating departments have committed to recruiting, during the first four years, at least one position created by retirement or resignation with faculty qualified to contribute to environmental science and engineering. Existing library resources, facilities and equipment are sufficient to support these programs.

The degree programs are consistent with the institution's strategic plan and the approved Table of Programs.

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

3. U. T. Austin: Establishment of a Ph.D. Degree in Community and Regional Planning and Authorization to Submit the Degree Program to the Coordinating Board for Approval (Catalog Change).--Authorization was granted to establish a Ph.D. in Community and Regional Planning at The University of Texas at Austin and to submit the proposal to the Texas Higher Education Coordinating Board for approval. In addition, the Coordinating Board will be asked to expand the U. T. Austin Table of Programs to reflect authorization for the degree program.

The Ph.D. program in Community and Regional Planning will build upon the existing curriculum, faculty, and resources of the Graduate Program in Community and Regional Planning (CRP), which currently offers the M.S. degree in Community and Regional Planning. The Ph.D. program will be an intensive research-oriented program with annual admission limited to between two and four highly qualified students compared to the 25-35 students admitted annually to the master's degree program. Entering students will normally have a master's degree in community and regional planning or a related field.

The program will be administered by the Graduate Program in Community and Regional Planning in the School of Architecture and by the Graduate School. The existence of the program will entail no administrative changes, since it builds upon the existing M.S. in Community and Regional Planning degree program.

The objectives of the program are to prepare highly qualified graduate students for research and teaching at the university level and to make substantive contributions to the planning profession. The program will provide rigorous, but flexibly tailored, scholastic training for the most advanced students to prepare them as specialists for careers in teaching and/or scholarly research. The Ph.D. degree program will complement the objectives of the existing master's degree program which prepares students for professional practice in planning.

The need and demand for a Ph.D. program in Community and Regional Planning at U. T. Austin have been discussed and evaluated for several years. A critical need exists for advanced planning research and problem-solving to address issues and crises relating to urban and regional growth and change, local and regional economic development, and the many pressing nationwide environmental and land development concerns.

Urban planning is an interdisciplinary field which draws heavily from other social science disciplines. The program will have strong support from existing Ph.D. programs in American Studies, Civil Engineering, Economics, Finance, Geography, Public Affairs, Marketing, Social Work, and Sociology. In addition to doctoral course work in planning, Ph.D. students are expected to complete a doctoral level course sequence in an outside field at a level which allows the student to successfully sit for the outside discipline's exam. The Ph.D. degree program will also build upon U. T. Austin's existing high quality master's program in Community and Regional Planning.

The limited number of doctoral students and minimal changes to the Community and Regional Planning academic curriculum will have minor impact on the School of Architecture budget so that the doctoral program in planning can be implemented with limited additional cost and with no requirement for additional State appropriated funds.

Three doctoral courses will be added to the Community and Regional Planning curriculum offerings to establish the Ph.D. core. These courses represent offerings tailored to the traditions of planning inquiry at the Ph.D. level and represent the state of the academic planning art common to all students, regardless of specialization. No additional faculty are required to implement the program.

The existing clerical and administrative staff of the School of Architecture Graduate Programs Office will provide support to the program without requiring additional staff. Existing physical resources (personnel, library, equipment, and facilities) are adequate under current budgets to accommodate the doctoral program. In addition, the new degree program will draw heavily on existing courses and members of the other Graduate Studies Committees at U. T. Austin.

It is anticipated that externally funded research will support at least one-half of doctoral student funding. The remaining financial support will come from a combination of the following: teaching assistantships, the Mike Hogg Endowment for Research in Urban Governance, fellowships, and scholarships.

The Ph.D. degree program is consistent with U. T. Austin's broad-based statewide mission and its plans for offering a full range of quality degree programs to meet student needs.

Upon Coordinating Board approval, the next appropriate catalog published at U. T. Austin will be amended to reflect this action.

4. U. T. Austin: Establishment of Master of Science and Doctor of Philosophy Degree Programs in Computational and Applied Mathematics and Authorization to Submit the Degree Programs to the Coordinating Board for Approval (Catalog Change).--Upon recommendation of the Academic Affairs Committee, authorization was given to establish Master of Science and Doctor of Philosophy degree programs in Computational and Applied Mathematics at The University of Texas at Austin and to submit the proposals to the Texas Higher Education Coordinating Board for approval.

The M.S. and Ph.D. programs in Computational and Applied Mathematics (CAM) will provide an interdisciplinary approach at the graduate level for study in the computational sciences and applied mathematics as well as application areas that utilize computational and applied mathematics. Computational and mathematical modeling in product design, manufacturing, prototype testing, and understanding the behavior of physical and engineering systems has led to the need for individuals trained in several of the component disciplines.

The CAM programs will be administered by an interdisciplinary graduate studies committee appointed by the Graduate School with representation from the key disciplines in the Colleges of Natural Science and Engineering.

The committee will approve the students' courses of study for the program. The master's program will offer options for 33 hours of courses plus 3 hours of a professional report or 36 hours of courses. Courses must include concentrations in two or more of the five different study areas within the CAM program. Doctoral students must pursue studies in all five of the CAM areas and demonstrate through written exams competency in three of the areas. The written dissertation proposal and oral presentation will constitute the requirements for admission to candidacy and the dissertation will complete the degree requirements.

The program will provide a framework for better use of existing resources in the Departments of Computer Sciences, Mathematics, Aerospace Engineering and Engineering Mechanics, Electrical and Computer Engineering, Physics, and Mechanical Engineering. A strong faculty, good facilities, and ample course work in each of the component areas already exist, but these resources are currently utilized within traditional departmental structures. For students whose interests are in computation and applied mathematics, the program will permit the elimination of unnecessary course work which is required for majors in the individual disciplines.

Graduate student support is already in place and any additional support will not be a direct result of this new program. A one-half time clerical position will be needed to assist the Graduate Studies Committee in handling admissions and other clerical matters, but the reduction in clerical work load in other related programs will offset this increase. Because students will be permitted to pursue a degree clearly focused upon computation and applied mathematics without being required to also meet the requirements for a traditional discipline-based degree, total hours per degree will be reduced. Hence, this program may be expected to reduce costs on an individual student basis.

Since the program utilizes existing courses and builds on existing strengths, no additional library materials, equipment, facilities, or faculty will be required.

The M.S. and Ph.D. degree programs are consistent with U. T. Austin's broad-based statewide mission and are within its approved Table of Programs.

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

5. U. T. Austin: Proposed Amendments to the Undergraduate Admissions Policy Effective August 1992 (Catalog Change) (Deferred).--Committee Chairman Barshop reported that the item related to proposed amendments to The University of Texas at Austin Undergraduate Admissions Policy was deferred for consideration at a future meeting.
  
6. U. T. Austin: Proposed Appointment to the History of Music Chair in the College of Fine Arts Effective September 1, 1992 (Withdrawn).--The item related to a proposed appointment to the History of Music Chair in the College of Fine Arts at The University of Texas at Austin effective September 1, 1992, was withdrawn due to the fact that Dr. Richard Leppert declined the appointment to the U. T. Austin faculty.
  
7. U. T. Austin - College of Liberal Arts: Appointment of (a) Dr. Carlota S. Smith as Initial Holder of the Dallas TACA Centennial Professorship in the Humanities and (b) Dr. Thomas F. Staley as Initial Holder of the C. B. Smith, Sr., Nash Phillips, Clyde Copus Centennial Chair Honoring Harry Hunt Ransom Effective September 1, 1992, and Proposed Appointment of Dr. James Duban as Initial Holder of the Archibald A. Hill Regents Professorship in American and English Literature Effective September 1, 1992 (Withdrawn).--The Academic Affairs Committee recommended and the Board approved the following initial appointments to endowed academic positions in the College of Liberal Arts at The University of Texas at Austin effective September 1, 1992, with the understanding that the individuals would vacate any currently held endowed positions on the effective date of the new appointments:
  - a. Dr. Carlota S. Smith, Professor in the Department of Linguistics, to the Dallas TACA Centennial Professorship in the Humanities
  
  - b. Dr. Thomas F. Staley, Director of the Harry Ransom Humanities Research Center, and Holder of The Chancellor's Council Centennial Professorship in the Book Arts, to the C. B. Smith, Sr., Nash Phillips, Clyde Copus Centennial Chair Honoring Harry Hunt Ransom.

The proposed appointment of Dr. James Duban, Professor in the Department of English, as initial holder of the Archibald A. Hill Regents Professorship in American and English Literature effective September 1, 1992, was withdrawn due to his acceptance of a position at another university.

8. U. T. Austin: Approval of Changes in Parking Permit Fees Effective with the Fall Semester 1992 (Catalog Change).-- In order to generate income required to amortize revenue bonds for construction of Parking Garage No. 2 at The University of Texas at Austin, the Board approved changes in parking permit fees at U. T. Austin effective with the Fall Semester 1992 as set out below:

	<u>1992-93</u> <u>Fees</u>
<u>Faculty/Staff Permits</u>	
Class A (unreserved)	\$ 48.00
Class D (disabled)	120.00
Class F (reserved)	120.00
Class M (motorcycle)	9.00
Class O (administrator)	180.00
<u>Special Use Permits</u>	
Class E (exercise fitness programs)	13.00
Class R (recreational sports)	13.00
<u>Student Permits</u>	
Class A (health)	13.00
Class C (students)	13.00
Class D (disabled)	13.00
Class G (graduate students)	22.00
Class M (motorcycle)	9.00

Annual parking permit fees are prorated if purchased for the Spring Semester and/or Summer Session(s) only.

It was ordered that the next appropriate catalog published at U. T. Austin be amended to conform to this action.

9. U. T. Austin: Authorization to Name Rooms 3.304, 3.306, and 3.308 in the Harry Ransom Humanities Research Center as the Fleur Cowles Room (Regents' Rules and Regulations, Part One, Chapter VIII, Section 1, Subsection 1.2, Naming of Facilities Other Than Buildings) (No Publicity).--Committee Chairman Barshop reported that since the Material Supporting the Agenda was published an additional item had been posted with the Secretary of State and was before the Board on yellow paper. In accordance with the Regents' Rules and Regulations, Part One, Chapter VIII, Section 1, Subsection 1.2, relating to the naming of facilities other than buildings, Rooms 3.304, 3.306, and 3.308 in the Harry Ransom Humanities Research Center at The University of Texas at Austin were named the Fleur Cowles Room.

The naming of these rooms is in recognition of a gift from the Fleur Cowles Charitable Foundation, London, England, to create rooms in the Harry Ransom Humanities Research Center that replicate Fleur Cowles' studio and office in London. The rooms will include state of the art electronic video equipment to accommodate an archive of "Flair" Magazine and will be used for teaching and research activities.

It was requested that no publicity be given to this matter.

See Page 132 related to establishment of the Fleur Cowles Endowment Matching Fund.

10. U. T. Austin: Approval of Agreements with (a) Ecole Polytechnique Feminine, Sceaux, France; (b) Instituto Tecnologico de Durango, Mexico; (c) Thammasat University, Bangkok, Thailand; (d) University of Melbourne, Australia; and (e) University of Paris X - Nanterre, France, and Authorization for the Executive Vice Chancellor for Academic Affairs to Execute Agreements.--The Board, upon recommendation of the Academic Affairs Committee, approved agreements of cooperation between The University of Texas at Austin and the following international institutions:
- a. Ecole Polytechnique Feminine, Sceaux, France  
(Pages 64 - 66)
  - b. Instituto Tecnologico de Durango, Mexico  
(Pages 67 - 70)
  - c. Thammasat University, Bangkok, Thailand  
(Pages 71 - 86)
  - d. University of Melbourne, Australia  
(Pages 87 - 91)
  - e. University of Paris X - Nanterre, France  
(Pages 92 - 94).

Further, the Executive Vice Chancellor for Academic Affairs was authorized, on behalf of the U. T. Board of Regents, to execute these agreements with the understanding that any and all specific agreements arising from each agreement are to be submitted for prior administrative review and approval as required by the Regents' Rules and Regulations.

These agreements of cooperation are designed to promote academic, cultural, and research cooperation between U. T. Austin and the other institutions.

AGREEMENT OF ACADEMIC AND SCIENTIFIC COOPERATION  
between  
THE UNIVERSITY OF **TEXAS** AT AUSTIN (U.S.A.)  
and  
**ECOLE POLYTECHNIQUE FEMININE** (FRANCE)

In order to encourage closer academic ties, The University of Texas at Austin (U.S.A.), for an on behalf of the College of Engineering, and the **Ecole** Polytechnique Feminine (Sceaux, France) **enter** into an **agreement** of **cooperation** to establish programs of exchange and collaboration in areas of interest **and benefit** to both institutions. This agreement will **serve** as a general **framework** for **cooperation** between the two universities and is intended to **facilitate** discussions of **specific** programs of academic and scientific collaboration. In particular, the two **institutions** agree :

ARTICLE I

- A. to establish programs that will enable interested and qualified students to pursue either short-term or extended programs of study in each other's institution;
- B. to identify opportunities for exchange of faculty and research staff;
- C. to develop collaborative research projects in **areas** of mutual interest and expertise and to publish the results under joint authorship;
- D. to organize joint academic and scientific activities, such as courses, conferences, seminars, symposia or lectures; and
- E. to exchange publications and other materials of common interest.

ARTICLE II

- A. The University of Texas at Austin (hereafter referred to as UT Austin and **Ecole** Polytechnique **Feminine**) agree to designate the **following** individuals to oversee and facilitate implementation of **this** agreement in cooperation with other appropriate administrators at the respective institutions:

Dr. Herbert H. **Woodson**  
Dean, College of Engineering  
The University of Texas at Austin

Dr. **Alain** Jeneveau  
Vice President  
**Ecole** Polytechnique Feminine

Through the coordinators, either institution may initiate proposals for activities under this agreement. The coordinators will be responsible for the evaluation of activities under this agreement according to the practices of their respective institutions.

B. Specific **details** of any activity will **be** set forth in a Letter of Agreement which, upon **signing** by appropriate persons at both **universities**, will become **an** integral part of this general agreement. Letters of **Agreement** will include such items as:

1. Elaboration of the responsibilities of each institution for the agreed upon activity;
2. Schedules for the **specific activities**;
3. **Budgets** and **sources** of financing of each activity;
4. Names of the contact persons at each institution for the activity described; and
5. Any other items necessary for the smooth and **efficient** conduct of the activity.

#### ARTICLE III

The scope of activities under this agreement shall **be** determined by the funds regularly available at both **institutions** for the types of **collaboration undertaken** and by such other **financial assistance** as may **be obtained** by **either** institution from external sources.

#### ARTICLE IV

Upon approval by each instftutfon, this agreement shall be in **effect** until terminated by either institution and may **be** amended by **mutual** agreement of both institutions. Either institution may terminate this **agreement** by giving **the** other **institution** at **least** six months advance notice of their intention to terminate. Termination shall be without penalty.

EXECUTED by the Board of Regents of The University of Texas System and the **Ecole** Polytechnique Feminine on the day and year first below written, in duplicate copies, each of which shall be deemed an original.

THE **UNIVERSITY OF TEXAS AT AUSTIN**

**ECOLE POLYTECHNIQUE FEMININE**

BY: \_\_\_\_\_  
William H. Cunningham

BY: \_\_\_\_\_  
Colette Kredet

TITLE: **President** \_\_\_\_\_

TITLE: **President** \_\_\_\_\_

FORM APPROVED:

BOARD OF REGENTS OF THE **UNIVERSITY OF TEXAS SYSTEM**

\_\_\_\_\_  
Office of General Counsel

BY: \_\_\_\_\_  
James P. Duncan  
Executive Vice Chancellor for  
Academic Affairs

**CERTIFICATE OF APPROVAL**

I hereby certify that the foregoing Agreement was approved by the Board of Regents of The University of Texas System on the \_\_\_\_\_ day of \_\_\_\_\_, 1992 and that the person whose signature appears above is authorized to execute such Agreement on behalf of the Board.

\_\_\_\_\_  
Executive Secretary, Board of Regents  
The University of Texas System

AGREEMENT OF **ACADEMIC** AND SCIENTIFIC COOPERATION  
**between**  
THE UNIVERSITY OF **TEXAS** AT AUSTIN (U.S.A.)  
**and**  
**INSTITUTO TECNOLOGIOQ DE DURANGO** (Mexico)

In order to encourage closer academic ties, The **University** of Texas at Austin (hereafter referred to as "UT Austin"), for and on behalf of the College of Engineering (hereafter referred to as "UT-CE), and the Instituto **Tecnologico** de Dursngo ((hereafter referred to as "ITD") enter into an agreement of **cooperation** to establish programs of exchange and **collaboration** in areas of interest and **benefit** to both institutions. This agreement will **serve** as a general framework for cooperation **between** the two institutions and is intended to facilitate discussion of specific programs of academic and scientific collaboration. In particular, the two **universities** agree:

I. Program Coordinators

A. UT Austin and ITD designate the following individuals as program coordinators:

Herbert H. **Woodson**  
Dean, College of Engineering  
The University of Texas at Austin

Francisco Ruvakaba Gonzalez  
Director, Engineering Studies  
Instituto **Tecnologico** de Durango

B. The two coordinators will have responsibility for overseeing and **facilitating** the implementation of this agreement in cooperation with other appropriate **administrators** at the respective institutions and for facilitating and encouraging the identification of appropriate research projects, courses, staff development and **other** opportunities for cooperation.

II. Students

Short-term and extended study by students and staff from ITD at UT Austin is the primary activity intended under the terms of this agreement.

A. Special Students. UT-CE will receive as special, students a maximum of two ITD Masters of Science students per year for the **purpose** of conducting research and/or taking **graduate-level** courses at UT Austin.

B. After being approved by the ITD coordinator for this agreement, ITD student applications for admission to UT Austin as special students should be sent, along with transcripts and other supporting documents, materials, and fees, directly to the UT Austin coordinator for this agreement, who will monitor the status of the applications.

C. Processing of the applications for admission will be handled through the UT Austin Graduate Advisor in the area which corresponds to that of the student application

with due regard to usual deadlines set by UT Austin. Acceptance as a special student must be **approved** before the student begins taking courses. Credit for these courses will be shown on the UT Austin transcript, but will be considered for degree credit only by ITD.

- D. A UT-CE faculty **member** will supervise the work of the student during the year. At the end of the year, the student will prepare a technical report/paper based on research conducted at UT Austin, which, subject to approval of the supervising UT-CE faculty member, will be **submitted** to ITD in partial **fulfilment** of the academic requirements for a Masters of Science degree at ITD.
- E. Ph.D. Students. All regular requirements for admission to UT Austin Ph.D. programs, including satisfactory TOEFL (Test of English as a Foreign Language) and GRE (Graduate Record Exam) scores, must be met by ITD students and staff desiring to study at UT Austin.
- F. ITD will be responsible for the payment of all required UT Austin out-of-state tuition, fees, and other costs of **ITD** students studying at UT Austin. In addition, ITD will pay travel, health insurance, and living expenses of ITD students studying at UT Austin.

### III. Faculty and Staff

Exchange of faculty and staff for research, teaching, and other educational purposes is another intended activity under the terms of the agreement.

- A. Faculty and staff invited to teach a course(s) or conduct research at the other institution shall be subject to the rules, regulations, policies, and practices of the home institution with respect to approvals and arrangements for leaves of absence and related matters.
- B. Faculty members on exchange will be responsible to the dean/head of the academic unit to which they are assigned at the host institution.
- C. Financial arrangements for faculty/staff activities shall be determined by the host institution.
- D. Faculty and staff members on exchange will be responsible for all personal expenses incurred during the exchange.
- E. Arrangements for collaboration on research projects must be consistent with all applicable rules, regulations, policies, and practices of each institution.
- F. ITD may invite UT-CE faculty members to **serve** on the thesis committees for ITD Masters of Science students participating in the program.

**IV. Financial Support**

The scope of the activities under this agreement shall be determined by the funds regularly available at both institutions for **the** types of collaboration undertaken and by such other financial assistance as may be **obtained** by **either** institution from external sources.

**V. Terms and Termination**

This agreement shall be in effect for **a period of five years** at which time it will be reviewed for changes and modifications if both **institutions** desire to continue the agreement. Either university may **terminate** this **agreement** by giving the other institution at least six months advance **notice** of its intention to terminate. Termination shall be without penalty.

EXECUTED by the Board of Regents of The **University** of Texas System and the Instituto Tecnológico de **Durango**, on the day and year first below written, in duplicate copies, each of which shall be deemed an original.

THE UNIVERSITY OF **TEXAS** AT AUSTIN

**INSTITUTO TECNOLÓGICO DE DURANGO**

BY: \_\_\_\_\_  
William H. Cunningham

BY: \_\_\_\_\_  
Hector **Arreola-Soria**

TITLE: **President** \_\_\_\_\_

TITLE: **General Director** \_\_\_\_\_

FORM APPROVED:

**BOARD OF REGENTS OF THE UNIVERSITY  
OF TEXAS SYSTEM**

\_\_\_\_\_  
Office of General Counsel

BY: \_\_\_\_\_  
James P. Duncan  
**Executive** Vice Chancellor for Academic  
Affairs

Agreement of Academic Cooperation  
UT **Austin/Instituto** Tecnológico de Durango  
Page 4 of 4

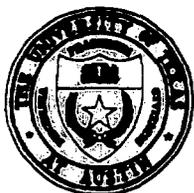
#### CERTIFICATE OF APPROVAL

I hereby certify that the foregoing agreement was approved by the Board of Regents of The University of Texas System on the \_\_\_\_\_ day of \_\_\_\_\_, 1992 and that the person whose signature appears above is authorized to execute such agreement on behalf of the Board.

---

Executive Secretary, Board of Regents  
The **University** of Texas System

AGREEMENT OF ACADEMIC COOPERATION  
BETWEEN  
THE UNIVERSITY OF TEXAS AT AUSTIN  
AND  
THAMMASAT UNIVERSITY



In order to encourage closer academic ties, The University of Texas at Austin and Thammasat University enter into an agreement of cooperation to establish programs of exchange and collaboration in areas of interest and benefit to both institutions. This agreement will serve as a general **framework** for cooperation between the two universities and is intended to facilitate discussions of more specific programs of collaboration. In particular, the two universities agree:

- a. to identify opportunities for exchange of faculty and research **staff**;
- b. to establish programs that will enable interested and qualified students to pursue either short-term or extended programs of study in each other's institution;
- c. to identify other areas of possible interest and collaboration; and
- d. to make faculty and students aware of the academic programs, research and study opportunities, research institutes, and educational resources of each other's institution.

A designated person at each institution shall oversee and facilitate implementation of this agreement in cooperation with other appropriate administrators at the respective institutions.

The scope of activities under this agreement shall be determined by the funds regularly available at both institutions for the types of collaboration undertaken and by such other financial assistance as may be obtained by either institution from external sources.

Upon approval by each institution, this agreement shall be in effect until terminated by either institution. Either university may terminate this agreement by giving the other institution at least six months advance notice of their intention to terminate. Termination shall be **without** penalty.

For The University of Texas at Austin

For Thammasat University

Name William H. Cunningham

Name Associate Professor Noranit Setabutr

Signature

Signature

Title President

Title President

Date June 9, 1992

Date September 9, 1991

EXECUTED by the Board of Regents of The University of Texas System and Thammasat University (Bangkok, Thailand) on the day and year first below written, in duplicate copies, each of which shall be deemed an original.

THE UNIVERSITY OF TEXAS AT AUSTIN

BY: \_\_\_\_\_  
William H. Cunningham

TITLE: President

THAMMASAT UNIVERSITY

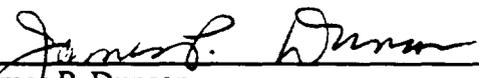
BY: \_\_\_\_\_  
Noranit Setabutr

TITLE: \_\_\_\_\_  
President

FORM APPROVED:

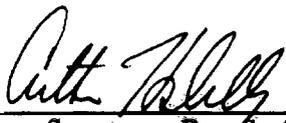
  
\_\_\_\_\_

BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM

BY:   
\_\_\_\_\_ James P. Duncan  
Executive Vice Chancellor for Academic Affairs

CERTIFICATE OF APPROVAL

I hereby certify that the foregoing Agreement was approved by the Board of Regents of The University of Texas System on the d 11th o f, June the person whose signature appears above is authorized to execute such Agreement on behalf of the Board.

  
\_\_\_\_\_ Executive Secretary, Board of Regents  
The University of Texas System

**ARTHUR H. DILLY**

**PROPOSAL FOR THE DEVELOPMENT OF  
LINKAGES BETWEEN THE GRADUATE SCHOOL OF BUSINESS  
OF THE UNIVERSITY OF TEXAS AT AUSTIN AND  
THAMMASAT UNIVERSITY IN BANGKOK, THAILAND**

Thammasat University in Bangkok, Thailand, has expressed an interest in entering into an affiliation with the Graduate school of Business of the University of Texas at Austin. The initial form of this linkage would be for the two schools to work together to enhance current business programs at Thammasat and to develop, staff, and expand the English-language business **classes** and programs at Thammasat.

The University of Texas at Austin is interested in entering into this collaborative arrangement with Thammasat. The Graduate School of Business at Texas would receive several benefits from this affiliation that **are consistent** with the objectives of the recently awarded Center for International Business Education and Research from the Department of Education. This linkage **would provide overseas** study opportunities for Texas students, international experience for **its** faculty **and** administration, and the development **of** Texas' global network of business schools.

BACKGROUND

**Thammasat University**

Thammasat University was founded in 1933 and is the second oldest of 14 government universities in Thailand. The Faculty of Commerce and Accountancy of Thammasat University was established in 1938, and today this business school offers programs at the undergraduate and graduate levels. The university currently offers a Thai-language bachelor's degree in business administration, an English-language master's degree in marketing, and a **Thai-language (primarily)** MBA program. Thammasat seeks to both develop an English-language bachelor's degree program and to enhance its MBA

program through the addition of English-language MBA classes. Thammasat has proposed that both of these efforts be pursued in conjunction with the University of Texas at Austin.

The rapid economic development that is occurring in Thailand has led to strong demand for business education. The other major institution of higher education in Thailand -- Chulalongkorn University -- is currently collaborating with Northwestern University and with the Wharton School of the University of Pennsylvania to offer business degrees. Demand for business education in Thailand is vividly illustrated by the fact that each year over 5000 students apply for the 200 slots in Thammasat's graduate business programs. The linkage between Thammasat University and the University of Texas at Austin would be directed toward expanding and enhancing business education in the country.

On October 17, 1990, representatives from Thammasat University visited the University of Texas at Austin to discuss the collaborative arrangements. The delegation was led by Professor Kesree Narongdej, a professor of accounting at Thammasat and former Dean of the business school. Professor Narongdej was accompanied by Prasit Narongdej, Chairman and Chief Executive Officer of **Cellox** Paper Company, the largest paper products company in Thailand. Mr. Narongdej has also served as Thailand's Minister of Commerce. Both **Kesree** and **Prasit** Narongdej are graduates of the University of Texas at Austin. They were accompanied by two faculty members from Thammasat. Texas faculty at the meeting were Robert T. Green, Director of the Center for International Business Education and Research, and Michael **Granof**, Professor of Accounting. Professor Granof was acquainted with Kesree and Prasit Narongdej from a visit to Thailand in 1986.

**The** framework of the collaboration was established during the October 17 meeting. Michael Granof sent a proposal to Kesree **Narongdej** in which he summarized the broad guidelines of the collaboration between Texas and Thammasat (attached).

Kesree Narongdej subsequently presented these guidelines to Yupha Kanchanadul, Dean of the Faculty of Commerce and Accountancy at Thammasat. Dean Kanchanadul then sent a response to Michael Granof in which clarifications were made with respect to some aspects of the collaboration, and indicated strong support for proceeding with the establishment of the **linkage**\*(letter attached).

This proposal presents a request for temporary (two-year) funding that would facilitate the establishment and implementation of the linkage between Texas and Thammasat. The primary use of the requested funds would be to support a series of workshops which focus on curriculum and faculty development interaction between Thammasat and Texas, and to provide initial funding for faculty and administrative expenses that are necessary to get the linkage established. The formation of the linkage and associated programs will also receive contributions from Thammasat University and the Center for International Business Education and Research at the University of Texas at Austin. Following the initial two-year period, the programs established between Texas and Thammasat will be entirely supported by these institutions and by private funding from the corporate sector in Thailand.

### **The University of Texas at Austin**

The College and Graduate School of Business at the University of Texas at Austin is widely recognized as being one of the best business schools among public universities in the United States. It currently has approximately 200 full-time faculty members and about 8000 BBA, 1200 MBA, and 200 **PhD** students. The Graduate School of Business was recently selected by the U.S. Department of Education to receive funding to establish a Center for International Business Education and Research.

The establishment of the linkage between Thammasat University and the University of Texas at Austin is consistent with the objectives of this **university's** Center for International Business Education and Research. The mission of the Center is to

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\* Not on file in the Office of the Board of Regents.

enhance the international competitiveness of U.S. business. The associated objectives of the Center are to internationalize business education and to work with the U.S. business community in ways in which its international competitiveness can be directly enhanced. The linkage with Thammasat will contribute toward the achievement of these objectives. The Center will be directly involved in the establishment and operation of all programs associated with the linkage.

#### NATURE OF THE COLLABORATION

The collaborative activities involved in the linkage between Thammasat University and the University of Texas at Austin would take several forms. Presented below are the forms of collaboration that were discussed at the October 17, meeting. These activities **will be** part of the formal agreement to be signed between Thammasat and Texas. While the collaboration will definitely involve all of the activities presented below, it is likely that additional forms of collaboration will be identified in the workshops being proposed and as the two universities become experienced in working together.

1. Texas **faculty teaching at Thammasat.** A cornerstone of the agreement between Thammasat and Texas will be the use of Texas faculty and advanced **PhD** students to teach in the programs at Thammasat. Texas faculty and advanced **PhD** students would teach in all of the business programs at Thammasat, but especially in the MBA program and in the BBA program that Thammasat is to develop with the participation of the University of Texas at Austin. Six Texas faculty and advanced **PhD** students will teach at Thammasat each year. Both core courses and electives will be taught. Texas faculty and advanced **PhD** students will be selected for participation

based upon the courses they can offer, and they will be used to complement the faculty expertise that exists at Thammasat.

2. Thammasat faculty studvinn at Texas. A second integral aspect of the agreement is that current Thammasat faculty will spend time in Texas obtaining advanced training in their fields of business expertise. The objectives of this component of the linkage are the knowledge-enhancement of **Thammasat's** faculty and the development of personal relations between Thammasat faculty and Texas faculty in the United States. It is envisioned that Texas' contribution to staffing the Thammasat program will be scaled down as Thammasat faculty increase in numbers and training to effectively handle all teaching requirements. However, as described below, it is also envisioned that the linkage between Thammasat and the University of Texas at Austin will deepen over time. At first, it will involve Texas faculty teaching Thammasat students and faculty. The ultimate goal is to develop a close partnership in which Texas faculty and students **interact** with Thammasat faculty and students across several dimensions of business academics: teaching, research, and executive education.

3. Thammasat students earning advanced business degrees at Texas. The third component of the linkage involves a **selected** number of Thammasat students studying for their advanced business degrees at the University of Texas at Austin. These students will provide an initial cadre of prospective faculty for programs at Thammasat. It is anticipated that this group will initially be composed of BBA and MBA students, but that in the near future Thammasat students will come to Texas to study for their doctoral degrees.

4. Texas students studvinn at Thammasat. The fourth component of the collaboration between Thammasat and Texas will be the flow of students from Texas to

Thammasat for a semester of study. This **flow** will occur mainly in the Summer, and the students who participate **will** study courses being taught by Texas faculty at the time and classes offered by Thammasat faculty that focus on doing business in Southeast Asia. The opportunity to study in Thailand will be of great benefit to these U.S. students, since it will generally contribute to their globalization, in addition to providing them with specific expertise with regard to doing business in Southeast Asia.

5. Executive programs. An important component of the collaboration will involve direct interaction with the business communities. The precise forms of this interaction will be determined during the planning period, but several types of programs are being considered. Both Texas and Thammasat offer executive MBA programs, and efforts will be made to stimulate interaction between the students in these programs as well as between the companies that employ these students. In addition, executive programs will be explored that can be offered by Texas and Thammasat faculty in residence at the partner institution that presents topics of interest to the local business community. Finally, programs will be discussed in which business delegations from each country will make reciprocal visits for purposes of executive education, learning about the other country, and developing business and investment opportunities.

#### FUTURE DEVELOPMENTS

The components of the program being pursued at the onset of the collaboration between Thammasat and Texas are intended to serve as a beginning to a strong partnership of long duration between the two universities. At the present time, business education at the University of Texas at Austin can probably be considered to be in an advanced stage of development when **compared** with the situation at Thammasat. A major objective of the programs undertaken at the beginning of this linkage is to

**equalize** the state of business education across the two schools. This will be a long-term process, and it is a primary initial goal of the collaboration.

As the goal of educational equality comes closer to being achieved, it is envisioned that the relations between Thammasat and Texas will evolve toward becoming full partners in global business education. This partnership would involve joint research between faculty at Thammasat and Texas. The interaction of the earlier years of the collaboration will lead to working relationships among faculty members of the two institutions. One can also envision the possibility of joint programs between the two schools. The Graduate School of Business of the University of Texas at Austin currently has joint MBA programs with two leading European business schools. The development of such a program with Thammasat would be considered desirable as that institution attains a position of academic stature.

A major focus of the development of relations between Texas and Thammasat is in the field of executive education. It is anticipated that demand among U.S. executives for knowledge pertinent to doing business in Southeast Asia in general, and Thailand in particular, will grow as this area continues to grow in economic importance. Similarly, as more Thai industries reach a size that will permit global approaches to their businesses, there will be growing demand among Thai executives to learn about doing business in the United States. The partnership between **Thammasat** and Texas could be useful in serving these needs in both locations.

#### PROPOSED PROJECT

The specific activities for which funding is being requested in this proposal are those associated with the necessary planning and start-up functions that need to be performed in order to ensure the success of the linkage between Thammasat and Texas. Texas faculty and administration will need to be actively involved in the planning

process, together with their counterparts at Thammasat. The initial programs that comprise the linkage need to be devised on the basis of mutual understanding between relevant parties at the two universities.

It is being proposed that a series of workshops be conducted during the two-year period, 1991-93 that bring faculty, administrators, and business leaders together to discuss the linkage between the two institutions. Three fundamental purposes will be served by these workshops. First, it will permit faculty and administration from both institutions to become acquainted and to engage in open dialogue and to gain first-hand knowledge of the situation that exists at the partner institution. For the linkage to be successful, it is necessary that individuals at both institutions who will be instrumental in its success become well acquainted with the resources and trends that characterize each other. Resources would include faculty and physical facilities, the associated strengths and limitations within which each school operates, and business community contributions to the programs.

The second purpose of the workshops would be to focus on the planning of the curriculum which will be central to the linkage. Curriculum development will occur on three dimensions: (a) existing **programs**; (b) a course for Texas students to be offered at **Thammasat**; and (c) program development. Existing **programs** will be evaluated from the standpoint of additions/deletions/revisions that could be made to maximize the impact that Texas faculty could have on these programs in such ways that are consistent with the objectives of Thammasat.

The workshops would also address the development of a course for Texas students to be offered by Thammasat. This course would focus on doing business in Southeast Asia. Its primary focus would be Thailand, but it would also include the business environment in other Southeast Asian nations. Faculty for this course would be provided by Thammasat.

The primary curriculum development **task would** involve the recommendations for the English-language BBA and additions to the MBA program that are to be developed and staffed in conjunction with Thammasat. This effort will consist of the **preparation** and discussion of proposals concerning all of the aspects of the degrees. It is **difficult** to anticipate at this point all of the issues to be considered. Business degree **programs** in the United States exhibit wide diversity in **terms** of the number of hours **required** and the exact nature of the **classes**. Special emphasis will **be placed on involving** the Thai business community in the development of these programs, since an **important** of the collaboration is to encourage support of business education by the **private** sector in Thailand.

#### BENEFITS

The linkage being proposed between the business schools at Thammasat and Texas offers manifold benefits to both institutions. Several of the benefits are related to the way in which both institutions are **served** in their efforts to **globalize** business education. The principal benefits to be received by each institution are indicated below.

#### **Texas**

The business school at the University of Texas at Austin would receive benefits that impact students, faculty, and the institution as a whole. Texas students will receive enhanced opportunities to study abroad and to learn to conduct business in a region that continues to grow in economic importance. Such international training and direct exposure to the business environment in another country **will** better enable these business **students** to operate in the global economy.

**The faculty** at Texas will also benefit from the opportunities offered to them to participate in the establishment of this cooperative arrangement and to teach in the

programs associated with the linkage. A primary objective of the Center for International Business Education and Research at Texas is the internationalization of business school faculty. The faculty has now recognized the importance of internationalization, but they need a vehicle to enable them to become internationally oriented. Direct overseas experience is perhaps the most effective way to achieve faculty **internationalization**. The proposed linkage will provide this experience, and the opportunities to teach abroad will be at **times** that will attract faculty members and at compensation commensurate with their earnings in the United States. Furthermore, the faculty involved in the initial workshops will develop a vested interest and commitment to the Thammasat linkage that will help to ensure the program's success.

The Texas business school itself is perhaps the biggest beneficiary of the linkage with Thammasat. The development of a more **globalized** faculty will mean that business education will become more generally global in its orientation. Such globalization will provide an increase in the quality of business education at the **University** of Texas at **Austin**. The development of a global perspective among a single faculty member means that all subsequent students taught by that faculty member will receive a more global business education. When this impact is multiplied across the large number of faculty anticipated to be involved in that program, it is evident that business education at Texas, in general, is the greatest beneficiary of the proposed linkage.

Texas' benefits are not limited to the University. The region's business community will also be a beneficiary of the linkage between the University of Texas at **Austin** and Thammasat. The interaction that is being planned between the business community from the Southwest United States and Thailand could serve as a catalyst for increased business activity between the two regions.

### Thammasat

The business school at Thammasat also receives benefits at several levels from the collaboration with Texas. Students at Thammasat will benefit from the instruction they receive from Texas faculty, in both Thailand and the United States. Thammasat faculty **will** benefit from their association with Texas faculty and students. It is anticipated that faculty from Thammasat and Texas will become actively involved in joint research activities. This involvement will arise through the associations that are developed over time between faculty members at the two institutions. Thammasat will also benefit from the associations that will be established with the Thai business community. It is anticipated that the new and augmented programs, including executive development programs, will lead to increased support from the business community for Thammasat's business school activities.

**As** in the case of Texas, the primary beneficiary on the Thai side of the linkage is the business school itself. The cooperative activities with Texas will lead to **better-**trained **students** and faculty, which in turn will result in higher quality business education at the institution. The United States is among Thailand's largest trading partners, and graduates of the **Texas/Thammasat** programs will be in an excellent position to participate in this commercial activity. Further, relations that will be developed between Thammasat and the Thai business sector can have a long-term impact on the quality of education at the school. Increased support from the business community will permit **Thammasat** to permanently increase the quality of business education it provides in the region.

## TIMELINE

### Year 1

The first year of the project will be devoted to intensive planning with regard to the precise forms of the linkage between Thammasat and Texas. Two workshops will be scheduled for the summer of 1991, one at Texas and the other at Thammasat. The workshop at Thammasat will **take** place over a two-week period, during which Texas faculty representatives will interact intensively with faculty, administration, and students at Thammasat, and with influential members of the Thai business community. A group of 5-6 Texas students will accompany the Texas faculty for this period. These students will participate in many of the workshop-related activities, as well as receive instruction on topics related to business in Thailand and Southeast Asia.

The workshop at Texas will be similar to the one at Thammasat two representatives from **Thammasat** will interact intensively with faculty, administration and students at Texas, and with members of the business community who are strong supporters of business education at Texas. The Texas faculty who participated in the Thammasat workshop will coordinate this effort. Thammasat representatives will become familiar with all aspects of Texas relevant to the linkage.

The result of these workshops and related follow-up activities will be **the** development of the precise forms of the collaboration between the two universities. It will also include the curriculum for the English-language programs at Thammasat. Based upon these results, Texas faculty will **be** selected to teach at Thammasat beginning in the summer of 1992. A group of **10-12** Texas students will also be going to Thammasat in summer, 1992. The flow of 3-4 Thammasat faculty and 5-6 students to Texas will commence in Fall, 1992.

### Year Two

The second year of the planning and establishment of the linkage will involve the monitoring and augmenting the arrangements made in Year One. Two follow-up workshops will be held at Texas and Thammasat that are of one-week duration, and that will bring together representatives of both institutions at their respective campuses. These workshops will be for purposes of assessing the initial agreement and for determining additions, deletions, and revisions.

The collaborative efforts, as devised in Year One and revised in the summer of Year Two, will be closely monitored during the remainder of Year Two. Faculty and students will be flowing in both directions during this time, and all participants will be asked to provide input regarding the **manner** in which the linkages could be enhanced. At the end of Year Two, the nature of the linkage should be well developed, and the associated programs will continue and be fully funded by the two institutions.

### REQUESTED RESOURCES

The resources being requested in this proposal relate to personnel and administrative expenses necessary to successfully complete the initial planning/workshop stages of the **Texas/Thammasat** linkage. After the initial planning stages for the collaborative effort, the costs of maintaining the programs will be borne by Thammasat and Texas, with substantial support from the Thai business community. The personnel being requested in the first year include two faculty members from each institution who will coordinate the workshops, engage in curriculum planning, and generally be the program developers on each side of the collaboration. One faculty member is being requested for the second year to serve in this capacity, since it is anticipated that most of the planning will have been completed in year one.

The faculty will be assisted by academic programs coordinators of the Center for International Business Education and Research at Texas and the counterpart person at Thammasat, an academic (student) assistant, and a half-time secretary. The additional items of travel support, printing, telephone, and miscellaneous office supplies will be employed to facilitate the planning process. The project will be operated as a part of the Center for International Business Education and Research at Texas and through the international division of the Dean's office at Thammasat, and these entities will provide **all** of the additional support required to ensure the success of the collaboration between the two institutions.

**AGREEMENT OF ACADEMIC COOPERATION**  
**between**  
**THE UNIVERSITY OF MELBOURNE (Australia)**  
**and**  
**THE UNIVERSITY OF TEXAS AT AUSTIN (U.S.A.)**

The University of Melbourne (Australia) (hereafter referred to a "UM") and The University of Texas at Austin (U.S.A.) (hereafter referred to as "UT Austin") in order to develop academic and cultural interchange between the two institutions through mutual assistance in the areas of interest and benefit to both institutions, agree as follows:

**PART I: SCOPE OF THE COOPERATION**

The areas of cooperation include, subject to mutual **consent**, any program offered at either university that both parties feel contributes to the fostering and **development of the cooperative relationship** between the two **universities**. The assistance to be provided by **each of the** parties will be exchange of students, research collaboration and staff **development** as **deemed beneficial** by the **two** universities.

**PART II: AREAS OF COOPERATION**

**A. PROGRAMS**

Assistance shall be carried out through such activities or programs as:

1. **Exchange of students**
2. Joint research activities
3. Participation in seminars and **academic** meetings
4. Exchange of academic material and other information
5. Special short-term **academic** programs.

**B. PROGRAM COORDINATORS**

Each university will **designate** a liaison Officer to **develop** and coordinate specific activities or programs.

**PART III: FINANCIAL SUPPORT**

The **scope** of the activities under this agreement shall be determined by the funds regularly available at both **institutions** for the **types** of collaboration undertaken and by such other financial assistance as may be **obtained** by **either** institution from external sources. The **terms** of **student** exchange and other collaboration and the necessary budget for each specific program and activity that is **implemented** under the terms of this agreement shall be mutually discussed and agreed **upon** in **writing** by both parties prior to the initiation of the particular program or activity, and the terms of such programs and activity shall be negotiated on an annual basis.

#### PART IV: STUDENT EXCHANGE PROGRAM

##### A. PURPOSE

The primary purpose of this agreement is to make possible and institute the exchange of students, both graduate and undergraduate, between the two universities on a continuing basis.

##### B. DEFINITIONS

In this agreement, unless the content will otherwise imply, exchange shall mean a one-for-one exchange of students from each university: **exchange students shall** mean students participating in the exchange **implemented** herein; **home institution** shall mean the university at which the **student** intends to graduate; and host **institution** shall mean the university that **has** agreed to receive the exchange students from the home institution.

##### C. NUMBERS

Beginning in 1992, UM will send up to five (5) exchange students to UT Austin each year and UT Austin will send up to five (5) exchange students to UM each year during the term of this agreement, unless **this** number is varied by mutual agreement. Both institutions will review the program annually for any **imbalances** in the number of students and adjust the numbers of students **exchanged** the following year, as necessary, to maintain a well-balanced exchange.

##### D. SELECTION OF PARTICIPANTS

The home institution will screen applicants from its **university** for the exchange. At least four (4) months before the start of the academic year/semester, each institution will send to the **other**, the applications for as many exchange students as there have been **places** allocated. The host institution will **reserve** the right to make final **judgements** on the admissibility of **each student** nominated for the exchange. The following guidelines apply to all exchange students:

- 1) The exchange students may apply to any academic program offered at the host institution as full-time, non-degree seeking students at a level (undergraduate or graduate) determined by **the** host institution. The host institution **reserves** the right to exclude students from restricted enrollment programs. Any academic credit earned at the host institution may be transferred back to the home institution in accordance with rules and procedures determined by the latter.
- 2) The exchange students must complete at least one year of continuous study at the home institution before the exchange year.
- 3) Upon completion of the year or semester of study at the host institution, the exchange students must return to the home institution unless an extension of stay has been approved by both universities.

- 4) The exchange students must abide by all the rules and regulations of the host institution.

#### E. RESPONSIBILITIES OF THE UNIVERSITY OF MELBOURNE

UM will agree to accept the prescribed number of UT Austin exchange students, to enroll them as full-time, non-degree **seeking** students for the two regular semesters of the academic year or for one semester only. UM will provide the appropriate **counselling** and other assistance to UT Austin exchange students and will assist in finding housing in the UM residential colleges or an **appropriate** alternative. **AT the end of each** academic term, UM will send to UT Austin an official transcript of credits for each UT Austin exchange student studying at UM.

#### F. RESPONSIBILITIES OF THE UNIVERSITY OF TEXAS AT AUSTIN

UT Austin will agree to accept the prescribed number of UM exchange students, to enroll them as full-time, non-degree seeking students for the two long session semesters of the academic year or for one semester **only**. UT Austin will provide **the** appropriate **counselling** and other assistance to UM exchange students and will assist them in finding housing in UT Austin residence halls or an appropriate alternative. At the end of each academic term, UT Austin will send to **UM** an official transcript of credits **for each** UM exchange student studying at UT Austin.

#### G. EXCHANGE STUDENT RESPONSIBILITIES

Each exchange student will register at and pay tuition and other required fees to the home institution. Exchange students will not be required to pay tuition and other fees to the host institution. The host institution will provide the **documents** needed for the visa of the host institution country. The participating **students** will be responsible for the following:

- 1) Room and board expenses
- 2) Transportation to and from the host institution
- 3) Medical insurance and/or medical expenses
- 4) Textbooks and other supplies
- 5) Passport and visa costs
- 6) All personal expenses
- 7) All other debts incurred during the course of the period abroad.

#### PART V: RENEWAL, TERMINATION AND AMENDMENT

This agreement shall remain in force for a period of five (5) years from **the** date of the last signature, with the understanding that it may be terminated by either party giving notice to **the** other party in writing no later than the end of March in any year. Termination **shall be without penalty**. The agreement **may be extended** by mutual consent of the **two** parties.

This agreement may be amended by the exchange of letters between the two institutions. Upon execution of such letters by **the** authorized representatives of the two institutions and approval in writing by the Executive Vice **Chancellor** for Academic Affairs of The University of Texas System, such amendments will **become** part of this agreement.

EXECUTED by the Board of Regents of The University of Texas System and the University of Melbourne (Melbourne, Australia) on the day and year first below written, in duplicate copies, each of **which** shall be deemed an original.

**THE UNIVERSITY OF TEXAS AT AUSTIN**

BY: \_\_\_\_\_  
William H. Cunningham

TITLE: **President** \_\_\_\_\_

**UNIVERSITY OF MELBOURNE**

BY: \_\_\_\_\_  
O. G. Peflington

TITLE: \_\_\_\_\_  
Vice-Chancellor

FORM APPROVED:

\_\_\_\_\_  
**Office** of General Counsel

BY: \_\_\_\_\_  
James P. Duncan  
Executive Vice Chancellor for Academic  
Affairs

Agreement of Academic Cooperation  
U. of Melbourne/UT Austin  
Page 5 of 5

**CERTIFICATE OF APPROVAL**

I hereby certify that the foregoing agreement was approved by the Board of Regents of The University of Texas System on **the** \_\_\_\_\_ day of \_\_\_\_\_, 1992 and that the person whose signature appears above is authorized to execute such agreement on behalf of the Board.

---

Executive **Secretary**, Board of Regents  
The University of Texas System

**AGREEMENT OF ACADEMIC COOPERATION**  
**between**  
THE UNIVERSITY OF TEXAS AT AUSTIN (U.S.A.)  
**and**  
L'UNIVERSITÉ DE PARIS X - NANTERRE (FRANCE)

In order to encourage closer academic ties, The University of Texas at Austin (hereafter referred to as "UT Austin"), for and on behalf of the College of Liberal Arts and the College of Fine Arts, and L'Université de Paris X • Nanterre (hereafter referred to as "UPX") enter into an agreement of cooperation to establish programs of exchange and collaboration in areas of interest and **benefit to both institutions**. This agreement will serve as a general framework for cooperation between the two universities and is intended to facilitate discussions of specific programs of academic collaboration.

ARTICLE I

- A. The two universities agree to identify opportunities for exchange of faculty and research staff for teaching special or standard courses and collaborating on research projects or other educational activities.
- B. Arrangements for collaboration on research projects must be consistent with all applicable rules, regulations, policies, and practices of each institution.
- C. Faculty members will be responsible for all personal expenses incurred during the exchange.
- D. Faculty members on exchange will **be responsible to the** dean/head of the academic unit to which they are **assigned** at the host institution.

ARTICLE II

- A. The two institutions also agree to establish programs that will enable interested and qualified undergraduate and graduate students to pursue short-term or extended programs of study in each other's institution.
- B. Beginning with the 1992-93 academic year, UT Austin and UPX agree to receive each year up to **5** students from the other institution, on a "paired" basis. The students will formally register **and** pay tuition **and** fees at the home institution **while** attending classes at **the** host institution. Exchange **students** will not seek formal admission to the host institution's **degree** programs.
- C. Students will be responsible for their travel and living expenses.

ARTICLE III

- A. UT Austin and UPX agree to identify other areas of possible interest and collaboration; and
- B. To make faculty and students aware of the **academic** programs, study opportunities, research institutes, and educational resources of the other institution.

#### ARTICLE IV

The University of Texas at Austin and **L'Université** de Paris X • Nanterre agree to designate the following **individuals** to **oversee** and facilitate implementation of this agreement in cooperation **with** other **appropriate** administrators at the respective institutions:

- A For UT Austin programs in the College of Fine Arts:

Dr. Jon **S. Whitmore**  
Dean, College of Fine Arts  
The University of Texas at Austin

- B. For UT Austin programs in the College of Liberal Arts:

Dr. **Robert** O. King  
Dean **ad interim**, College of Liberal Arts  
The University of Texas at Austin

- C. For UPX programs:

Dr. **Alain Anelli**  
Vice President for **International** Relations  
**L'Université** de Paris X • Nanterre

#### ARTICLE V

The scope of activities under this agreement shall be determined by the funds regularly available at both institutions for the types of collaboration undertaken and by such other financial assistance as may be obtained by either institution from external sources.

#### ARTICLE VI

Upon approval by each **institution**, this agreement shall be in effect until terminated by either **institution**. Either university may terminate this agreement by giving the other institution at least six months advance notice of their intention to terminate. Termination shall be without penalty.

EXECUTED by the Board of Regents of The University of Texas System and **L'Université** de Paris X • Nanterre on the day and year first below written, in duplicate copies, each of which shall be deemed an original.

THE UNIVERSITY **OF** TEXAS AT AUSTIN

BY: \_\_\_\_\_  
William H. CUNNINGHAM

TITLE: **President** \_\_\_\_\_

**L'UNIVERSITÉ** DE PARIS X • NANTERRE

BY: \_\_\_\_\_  
Paul **LARIVAILLE**

TITLE: **President** \_\_\_\_\_

**FORM APPROVED:**

**BOARD OF REGENTS OF THE UNIVERSITY  
OF TEXAS SYSTEM**

\_\_\_\_\_  
Office of General Counsel

BY: \_\_\_\_\_  
James **P.** DUNCAN  
Executive Vii Chancellor for Academic  
Affairs

**CERTIFICATE OF APPROVAL**

I hereby certify that the foregoing Agreement was approved by the Board of Regents of The University of Texas **System** on the \_\_\_\_\_ day of \_\_\_\_\_, 1992 and that the person whose signature appears above is authorized to execute such Agreement on behalf of the Board.

\_\_\_\_\_  
Executive Secretary, Board of Regents  
The University of Texas System

11. U. T. Brownsville: Permission for Dr. Juliet V. Garcia to Serve as a Member of the Governor's Texas 2000 State Coordinating Team [Regents' Rules and Regulations, Part One, Chapter III, Section 13, Subsections 13.(10) and 13.(11)].--Permission was given for Dr. Juliet V. Garcia, President of The University of Texas at Brownsville, to serve as a member of the Governor's Texas 2000 State Coordinating Team. Dr. Garcia's appointment is effective immediately and she will serve without compensation.

Dr. Garcia's appointment to this Team by the Director of Education Policy for the Governor's Office is of benefit to the State of Texas, creates no conflict with her regular duties at U. T. Brownsville, and is in accordance with approval requirements for positions of honor, trust, or profit provided in Article 6252-9a of Vernon's Texas Civil Statutes and Part One, Chapter III, Section 13, Subsections 13.(10) and 13.(11) of the Regents' Rules and Regulations.

12. U. T. Brownsville: Approval of Official Seal and Colors for Athletic Activities (Regents' Rules and Regulations, Part Two, Chapter I, Section 9, Subsections 9.1 and 9.2).--In accordance with the Regents' Rules and Regulations, Part Two, Chapter I, Section 9, Subsections 9.1 and 9.2 relating to approval of official seals and colors, the Board adopted an official seal for The University of Texas at Brownsville as set out on Page 96. The design and color of the seal are the same as the official U. T. System seal with the name of the component institution inscribed in the outer ring.

Further, the Board approved the adoption of dark blue, equivalent to Pantone Marking System Number 295, as a designated color to be used in connection with athletic activities in addition to the official colors of orange and white.

It was noted that U. T. Brownsville, via the partnership with Texas Southmost College, has athletic competition in men's baseball and women's volleyball.



13. U. T. Brownsville and U. T. Pan American: Approval of Membership in a Consortium to Establish the Hispanic Educational Satellite System (HESS); Authorization for Other U. T. System Academic Component Institutions to Become Members of the Consortium; and Approval to Execute Memorandum of Understanding and Intent Related Thereto.--Upon recommendation of the Academic Affairs Committee, the Board:

- a. Authorized The University of Texas at Brownsville and The University of Texas - Pan American to become members of a consortium to establish the Hispanic Educational Satellite System (HESS) after approval of the memorandum agreement by the Executive Vice Chancellor for Academic Affairs
- b. Authorized other U. T. System academic component institutions to become members of the consortium if eligible and subsequently invited to join subject to prior approval by the Executive Vice Chancellor for Academic Affairs
- c. Authorized each chief administrative officer, on behalf of the U. T. Board of Regents, to execute a memorandum of understanding and intent in substantially the format set out on Pages 98 - 100, after review and administrative approval by the Executive Vice Chancellor for Academic Affairs and the Office of General Counsel, and with the understanding that any and all specific agreements arising from the agreement are to be submitted for prior administrative review and approval as required by the Regents' Rules and Regulations.

Representatives from several United States universities serving Hispanic populations desire to form a satellite interconnect system to serve their campuses as well as schools in Mexico and Latin America. The formation of this system will allow participants to produce and share courses, faculty development resources, cultural exchanges, and teleconferences.

The memorandum of understanding and intent is designed to establish a collaborative program to develop and operate a noncommercial educational satellite system. The goals of the agreement are to:

- a. Create a consortium to establish, operate and maintain an educational satellite system interconnecting United States colleges and universities with colleges and universities in Mexico, other Latin American countries, and Spain
- b. Appoint representatives to identify methods for funding the network
- c. Develop credit and noncredit courses, lectures, workshops, teleconferences, and institutional enrichment and strengthening programs
- d. Explore options to develop and provide job site training for Spanish speaking employees throughout the United States.



- 6) The consortium participants will develop jointly and mutually assist in the development and/or enhancement of credit and non-credit courses, mini-courses, lectures, workshops, teleconferences and institutional and strengthening programs.
- 7) The consortium participants also will explore options to develop and provide job site training for Spanish speaking employees throughout the United States.
- 8) The consortium will develop a Funding base.
- 9) Participation by the institutions comprising the consortium shall be subject to and in compliance with (a) the policies and by-law duly adopted by the respective boards of trustees or other governing bodies of each institution; (b) any corporate charter or state constitution, laws or regulations applicable to such institutions; and (c) appropriation of funds by a cognizant governmental authority, where applicable.

#### BACKGROUND

The purpose of this Memorandum of Understanding and Intent is to develop a sustained program, with the combined efforts of the participating institutions, to create a noncommercial, educational satellite system to interconnect United States colleges and universities serving significant Hispanic populations in order to • rich curricula, and share other educational and instructional resources including courses, conferences, and instructors. The satellite system will also • enable the participating institutions to interconnect with colleges and universities in Mexico, throughout Latin America and in Spain.

The collaboration that will result from this alliance will expand and increase the capabilities of the participating institutions and their capacity together to contribute to the Nation's economic competitiveness.

This effort will also stimulate the professional development of the faculties and • administration of the participating institutions. Finally, this collaborative effort is expected to facilitate the financial support of public agencies, private foundations and the business community for the development, operation programming and maintenance of the satellite system.

The collaboration that will develop from this consortium will expand and increase the capability of the participating institutions to deliver quality, strong academic programs to Hispanic's enrolled in higher education as well as Hispanics in the work force.

This consortium is anchored on the understanding that the participating institutions must develop and sustain competitive educational and teaching programs to meet the requirements of the 21st century.

There are existing educational satellite networks which *each* focus on specific substantive areas. However, the colleges and university in America serving large Hispanic populations generally are not included in these networks. Yet these institutions bear the main responsibility for preparing Hispanic students to compete in the economy of the 21st century. We have adopted this model of collaboration because it promises to be successful in keeping the United States at the forefront of education.

14. U. T. Dallas: Authorization to Increase the Compulsory Student Union Fee Effective with the Fall Semester 1992 (Catalog Change).--Pursuant to Section 54.531(a) of the Texas Education Code which authorizes a maximum student union fee of \$25.00 per student per regular semester and \$12.50 per student per summer session, the Board authorized an increase in the Compulsory Student Union Fee at The University of Texas at Dallas from \$15 per regular semester to \$25 per regular semester and from \$7.50 per six-week summer session to \$12.50 per six-week summer session, to be prorated at \$16.67 for the eight-week summer term, effective with the Fall Semester 1992.

U. T. Dallas students and administration have worked together to begin planning for a first phase expansion to the existing Student Union Building of approximately 32,900 square feet at an estimated cost of \$3.7 million. This fee increase is a first step toward the financing necessary to undertake the project. U. T. Board of Regents' authorization for the project will be sought at a later date when planning and financing requirements have become better developed.

The statutory provision for a maximum fee of \$12.50 per summer session assumes two six-week summer sessions. Since U. T. Dallas now operates one eight-week summer session, the fee of \$16.67 represents a proration of the \$25 maximum fee which would have been charged had a student enrolled for a twelve-week summer program.

It was ordered that the next appropriate catalog published at U. T. Dallas be amended to conform to this action.

15. U. T. El Paso: Approval of Memorandum of Agreement with the Technological Institute of Saltillo, Coahuila, Mexico, and Authorization for the Executive Vice Chancellor for Academic Affairs to Execute Agreement.--Approval was given to the memorandum of agreement set out on Pages 102 - 105 between The University of Texas at El Paso and the Technological Institute of Saltillo, Coahuila, Mexico.

Further, the Executive Vice Chancellor for Academic Affairs was authorized, on behalf of the U. T. Board of Regents, to execute this agreement with the understanding that any and all specific agreements arising from the agreement are to be submitted for prior administrative review and approval as required by the Regents' Rules and Regulations.

The memorandum of agreement is designed to promote academic, cultural, and research cooperation between the institutions.

## MEMORANDUM OF AGREEMENT

The Board of Regents of The University of Texas System on behalf of The University of Texas at El Paso, a component institution of The University of Texas System, an agency of the State of Texas, United States of America, and the Technological **Institute of Saltillo**, is a Public Institution of Higher Education, belonging to the National System of Technological Institutions and the Ministry of Public Education of the Federal Government of the United States of Mexico dependent, enter into the following agreement on the date of execution of this MEMORANDUM OF AGREEMENT, as indicated below:

WHEREAS the two educational institutions are culturally and geographically linked and both institutions are concerned with scientific, and technical research, and

WHEREAS the academic resources of these institutions represent opportunities for cooperative and complementary exchange in a spirit of international cooperation,

IT IS MUTUALLY AGREED AS FOLLOWS:

### Section 1. Goals

It is to the mutual benefit of each institution that an effort toward the realization of these opportunities be initiated, and therefore that the following general goals be established:

- (a) cooperation in fields of mutual interest including, but not limited to metallurgical research and education; materials science and engineering:

- (b) exchange of faculty, researchers, and administrators for limited periods of time;
- (c) collaboration on seminars or professional development activities including but not limited to a seminar/workshop series on advanced materials development:
- (d) sharing of cultural and social experiences;
- (e) exchange of pedagogical equipment, materials, and publications, and shared **access** to special research facilities at each institution.
- (f) exchange of statistical, technical, and educational data:
- (g) cooperation in research related to problems common to both institutions and the border, including but not limited to joint research proposal development in materials **and** manufacturing processes and metal recovery:
- (h) other programs that **would be** mutually beneficial.

## Section 2. Planning

Both institutions agree:

- (a) to assign to an administrative entity of each respective University the responsibility for the biennial renewal of this agreement or the negotiation of changes or additional agreements on the development of projects in specific areas of mutual interest, as appropriate and feasible: and
- (b) to plan ways to make available, to the extent possible,

resources of the respective institutions for projects under the specific terms of **future** agreements.

Section 3. Future Aareementg

- (a) Future agreements concerning any specific project agreed to by the two parties shall provide details concerning the specific commitments being made by each party and shall not become effective until they have been put in writing and executed by the duly authorized representatives of the two parties, and approved in writing by the Office of the Chancellor of The University of Texas System.
- (b) Such agreements may be cancelled by either party by giving written notice to the other of its intention to terminate the program.

**EXECUTION**

Executed on the 16th day of March, 1992, in duplicate originals.

BY THE:

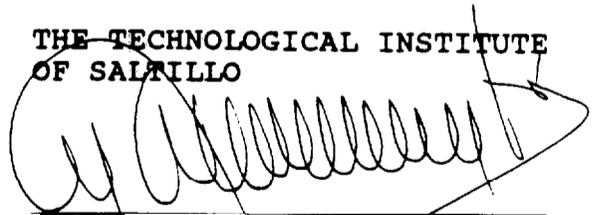
THE UNIVERSITY OF TEXAS  
AT EL PASO:



Diaria S. Natalicio  
President

BY THE:

~~THE~~ TECHNOLOGICAL INSTITUTE  
OF SALTILLO



Ing. Manuel F. Flores Revuelta  
Director

FORM APPROVED:

BOARD OF REGENTS OF THE  
UNIVERSITY OF TEXAS SYSTEM:

\_\_\_\_\_  
Office of General Counsel  
The University of Texas System

By: \_\_\_\_\_  
James P. Duncan  
Executive Vice Chancellor  
for Academic Affairs

CERTIFICATE OF APPROVAL

I hereby certify that the foregoing Agreement was approved by the Board of Regents of The University of Texas System on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_ and that the person whose signature appears above **is authorized** to execute such agreement on behalf of the Board.

\_\_\_\_\_  
Executive Secretary, Board of Regents  
The University of Texas System

16. U. T. San Antonio: Approval of Changes in Parking Permit and Enforcement Fees Effective with the Fall Semester 1992 (Catalog Change).--Upon recommendation of the Academic Affairs Committee, the Board approved changes in parking permit and enforcement fees at The University of Texas at San Antonio effective with the Fall Semester 1992 as set out below:

	<u>1992-93</u> <u>Fees</u>
<u>Executive Officers Permits</u>	
Class O (reserved)	\$144.00
<u>Faculty/Staff Permits</u>	
Class A (reserved)	96.00
Class B (faculty/staff)	50.00
Class C (motorcycles)	16.00
Class E (dual parking)	N/A
Class H (handicapped)*	50.00
Class K (mini-car)	N/A
Class P (car pool)	50.00
Class W (bicycles)	4.00
<u>Student Permits</u>	
Class C (motorcycles)	16.00
Class D (student resident)	36.00
Class F (dual parking)	36.00
Class G (general)	36.00
Class H (handicapped)*	36.00
Class M (mini-car)	26.00
Class S (car pool)	36.00
Class W (bicycles)	4.00
<u>Other</u>	
Class T (vendors, salespersons, technical representatives, other servicing personnel, and persons regularly using campus facilities)	20.00
<u>Replacement Permits</u>	
Replacement Fee	10.00
Exchange Fee	5.00

\* No parking permit fees are charged for permanently disabled persons or disabled veterans as defined by Articles 6675a-5e and 6675a-5e.1 of Vernon's Texas Civil Statutes.

Enforcement Fees

Class A Violations

Student Vehicles	\$36.00
Faculty/Staff Vehicles	50.00
Motorcycles	16.00

Class B Violations 50.00

Class C Violations

First Violation	15.00
Second Violation	20.00
Third Violation	25.00
Fourth and Subsequent Violations	30.00

Class D Violations

Up to 5 Violations	10.00
Over 5 Violations	15.00

Annual parking permit fees are prorated if purchased for the Spring Semester and/or Summer Session(s) only.

These fee increases are necessary due to rising administrative costs. Additional revenues from increased fees will also permit U. T. San Antonio to maintain its existing lots and postpone the need for restoration.

It was ordered that the next appropriate catalog published by U. T. San Antonio be amended to reflect this action.

REPORT AND RECOMMENDATIONS OF THE HEALTH AFFAIRS COMMITTEE (Pages 108 - 116).--In the absence of Committee Chairman Ramirez, Regent Temple reported that the Health Affairs Committee had met in open session to consider those matters on its agenda and to formulate recommendations for the U. T. Board of Regents. Unless otherwise indicated, the actions set forth in the Minute Orders which follow were recommended by the Health Affairs Committee and approved in open session and without objection by the U. T. Board of Regents:

1. U. T. System - Plan for Professional Medical Liability Self-Insurance: Approval to Amend Article VI (Limits of Liability) Effective September 1, 1992.--Upon recommendation of the Health Affairs Committee, the premium rate for The University of Texas System Plan for Professional Medical Liability Self-Insurance was increased by 9% effective September 1, 1992, and Article VI (Limits of Liability) of the Plan was amended by:
  - a. Increasing the limits of liability for staff physicians from \$400,000 per claim to \$500,000 per claim
  - b. Increasing the aggregate per participant for staff physicians from \$1,200,000 to \$1,500,000
  - c. Increasing the Annual Aggregate for claims to be paid in any annual period from its current limitation of \$15,000,000 to \$20,000,000.

With these amendments, the Limits of Liability Schedule will read as set forth below:

Staff Physician	\$ 500,000 per claim \$ 1,500,000 aggregate per participant
Resident	\$ 100,000 per claim
Intern or Fellow	\$ 300,000 aggregate per participant
Student	\$ 25,000 per claim \$ 75,000 aggregate per participant
Annual Aggregate	\$20,000,000

Further, the Supplementary Limits of Liability Endorsement in Article VI was deleted from the Plan due to the confusion caused by the limitations placed upon each individual health component's Special Reserve Funds.

The Self-Insurance Plan is funded by the payment of premiums from the Medical Service, Research and Development Plans (MSRDP) of the health-related components of the U. T. System. The 9% increase in premiums will be paid from component Special Reserve Funds upon their termination on September 1, 1992. Remaining Special Reserve Fund balances will be retained by the Plan to prepay Plan premiums and to pay claims that accrue prior to September 1, 1992.

2. U. T. Southwestern Medical Center - Dallas: Appointment of Frank A. Gottschalk, M.D., as Initial Holder of the Dallas Rehabilitation Institute Distinguished Chair in Orthopaedic Rehabilitation Effective Immediately.-- Authorization was granted for the appointment of Frank A. Gottschalk, M.D., Associate Professor of Orthopaedic Surgery, as initial holder of the Dallas Rehabilitation Institute Distinguished Chair in Orthopaedic Rehabilitation at The University of Texas Southwestern Medical Center at Dallas effective immediately.
  
3. U. T. Medical Branch - Galveston: Acceptance of Gift from Mr. and Mrs. Joseph D. Jamail, Houston, Texas, Toward the Construction Cost of a Student Center.--With grateful appreciation, the Board accepted a \$2 million gift from Mr. and Mrs. Joseph D. Jamail, Houston, Texas, to be applied toward the construction cost of a Student Center at The University of Texas Medical Branch at Galveston.

The Student Center project is a part of the approved institutional Capital Improvement Plan, and this gift will provide a major portion of the funds necessary to construct the facility.

It is anticipated that plans for the project and a formal request for project approval will be submitted to the U. T. Board of Regents in the near future. Upon completion of the Student Center, it will be appropriately named in recognition of this very generous gift.

4. U. T. Medical Branch - Galveston: Approval to Apply for a National Institutes of Health Grant Under the Extramural Research Facilities Construction Projects Program.--To facilitate the conduct of biomedical research by providing funds for construction of new facilities and for the purchase of associated fixed research equipment essential for the operation of these facilities, the Board authorized The University of Texas Medical Branch at Galveston to apply for a grant from the National Institutes of Health under the Request for Application Number OD-92-02 entitled "Extramural Research Facilities Construction Projects."

In keeping with the application guidelines, the request will be for 50% of an estimated \$4 million project, and George T. Bryan, M.D., Vice President for Academic Affairs and Dean of Medicine at the U. T. Medical Branch - Galveston, will be the principal investigator and authorized representative to administer the grant. It is understood that the grant request can be for no more than \$2 million with the institution providing an additional \$2 million plus any and all expenses in excess of \$4 million.

This project involves the development and upgrading of facilities currently owned by the U. T. Medical Branch - Galveston and will include the completion of shell space on one floor of the Medical Research Building and the renovation of a portion of the Basic Sciences Building that is physically connected to the Medical Research Building. The NIH funded facility will be used exclusively for the specific biomedical research/research support purposes for which it was constructed for a period of 20 years unless otherwise approved by the Director of the Institute which provided NIH funds for the project.

The construction of these facilities will place this entire activity in close proximity to the existing Center for Molecular Science and the Departments of Human Biological Chemistry and Genetics, Physiology and Biophysics, Microbiology and basic research groups for Medicine and Obstetrics and Gynecology and will allow the U. T. Medical Branch - Galveston to complete the recruitment of several outstanding individuals of internationally recognized calibre to what will be a unique facility.

The Administration of U. T. Medical Branch - Galveston understands that approval to apply for the grant does not constitute Regental approval for the project. If the grant is awarded, President James will be required to meet procedural and approval conditions consistent with a capital improvement project.

5. U. T. Health Science Center - Houston: Joseph N. Corriere, Jr., M.D., Appointed Initial Holder of the Cecil M. Crigler, M.D. Chair in Urology Effective Immediately.--Approval was granted to appoint Joseph N. Corriere, Jr., M.D., Professor of Surgery and Director of the Division of Urology, as initial holder of the Cecil M. Crigler, M.D. Chair in Urology at The University of Texas Health Science Center at Houston effective immediately.
  
6. U. T. Health Science Center - San Antonio: Establishment of M.S. and Ph.D. Degrees in Molecular Medicine and Authorization to Submit the Degree Programs to the Coordinating Board for Approval (Catalog Change).--The Board, upon recommendation of the Health Affairs Committee, established M.S. and Ph.D. degrees in Molecular Medicine at The University of Texas Health Science Center at San Antonio and authorized submission of the proposals to the Texas Higher Education Coordinating Board for approval.

In addition to approval of the degree programs, the Coordinating Board will be asked to expand the U. T. Health Science Center - San Antonio Table of Programs to reflect authorization for the degree programs. The M.S. and Ph.D. programs are consistent with the institution's mission and its plan for offering modern, cutting-edge degree programs to meet the needs of students, academic medicine, and the biotechnology industry.

The M.S. and Ph.D. programs in Molecular Medicine will provide advanced training for students in the use of basic molecular and genetic approaches for the investigation of fundamental biomedical questions associated with the diagnosis and treatment of human diseases. The programs will build on existing expertise in the biosciences, utilizing some present graduate courses in General Biochemistry, Human Genetics, Human Cytogenetics, Microbiology and Pathology.

The programs have been reviewed and approved by the Dean of the Graduate School of Biomedical Sciences and the Graduate School Faculty Council. The programs will be an interdepartmental, interschool, and interinstitutional collaborative effort of faculty of the Graduate School of Biomedical Sciences, the Medical School, and the U. T. Institute of Biotechnology. Administrative responsibility will be held by the Graduate School of

Biomedical Science through the Graduate Faculty Council and the Committee on Graduate Studies for Molecular Medicine.

There is an increasing demand for graduates with experience in Molecular Biology. The Graduate School anticipates admitting ten students each year and having approximately 50 students enrolled at any one time. The program will follow all of the established procedures for doctoral programs administered by the Graduate School at the U. T. Health Science Center - San Antonio.

New courses required for these programs will utilize the expertise of the faculty at the U. T. Institute of Biotechnology, other basic science faculty, and clinical science faculty with emphasis on molecular events in human health and disease, which will not require an expansion of faculty. The programs include existing courses as well as new courses. These additional requirements will be accommodated by the internal reallocation of work load among the existing faculty and will be an additional work load for the relatively new faculty who have been recruited to the U. T. Institute of Biotechnology. It is projected that all of these faculty will have extramural research grant support and that the programs will be supported by federally funded predoctoral training grants, faculty grants and private donations. Library resources to support the programs are strong and no additional special equipment is required.

Upon approval by the Coordinating Board, the next appropriate catalog published at the U. T. Health Science Center - San Antonio will be amended to reflect this action.

7. U. T. Health Science Center - San Antonio: Authorization to Establish a Bachelor of Science (B.S.) Degree with a Major in Physician Assistant Studies and to Submit the Degree Program to the Coordinating Board for Approval (Catalog Change).--Authorization was given to establish a Bachelor of Science (B.S.) degree with a major in Physician Assistant Studies at The University of Texas Health Science Center at San Antonio and to submit the proposal to the Texas Higher Education Coordinating Board for approval.

In addition to the approval of the degree program, the Coordinating Board will be asked to expand the U. T. Health Science Center - San Antonio Table of Programs to reflect authorization for the degree program. This B.S. program is consistent with the U. T. Health Science Center - San Antonio's mission and its plan to offer allied health programs to meet the needs of students and citizens in the San Antonio and South Texas area.

The B.S. degree with a major in Physician Assistant Studies will be a cooperative program with the Academy of Health Sciences, United States Army, with the degree awarded by the U. T. Health Science Center - San Antonio. Both military and civilian students will be enrolled in the program. All didactic program offerings will be at the Academy of Health Sciences at Fort Sam Houston, Texas. The program objective is to educate Physician Assistants to work under the direct supervision of a physician in a primary care environment and should have a positive impact on the severe shortage of primary care medical services throughout South Texas.

The Academy of Health Sciences, United States Army, will provide the teaching facilities. The U. T. Health Science Center - San Antonio will provide academic supervision to ensure the quality of the program, full registrar services, limited instructional support in two or three specialty areas, and will award the degree to all graduates, both military and civilian effective with the class entering in January 1993. In return for these services, the Academy of Health Sciences has agreed to accept up to 20 civilian students (10 in each of two classes) into the program annually. The 20 civilian students will be selected by the U. T. Allied Health Sciences School - San Antonio and will pay full tuition to the U. T. Health Science Center - San Antonio. One hundred military students will be enrolled each year. The military students will be required to meet the admission standards of the U. T. Allied Health Sciences School - San Antonio but will be selected by the Academy of Health Sciences.

Admission requirements will include the completion of 60 semester credit hours of undergraduate courses from a fully accredited college or university. This includes all courses required by the State of Texas for the awarding of a baccalaureate degree. The professional phase includes 66 semester hour credits for a total of 126 semester credit hours.

Requirements for additional personnel are minimal since the teaching facility will be provided by the Department of Defense at the Academy of Health Sciences. The program will require one-fourth time of one physician faculty member. The Registrar's Office and the Dean's Office will each require a one-half time person for additional administrative and clerical support work. The total additional annual cost for the program is approximately \$55,000.

Upon Coordinating Board approval, the next appropriate catalog published at the U. T. Health Science Center - San Antonio will be amended to reflect this action.

8. U. T. Health Science Center - San Antonio: Permission for (a) Ralph Blumhardt, M.D., and Dr. Wayne A. Wiatrowski to Serve on the Texas Board of Licensure for Professional Medical Physicists, (b) Leonard E. Lawrence, M.D., to Serve on the Board of the Texas Youth Commission, and (c) Ciro V. Sumaya, M.D., to Serve on the Vaccines and Related Biological Products Advisory Committee of the U. S. Food and Drug Administration [Regents' Rules and Regulations, Part One, Chapter III, Section 13, Subsections 13.(10) and 13.(11)].--Permission was granted for the following faculty members at The University of Texas Health Science Center at San Antonio to serve as indicated:
  - a. Ralph Blumhardt, M.D., Professor of Radiology, and Dr. Wayne A. Wiatrowski, Associate Professor of Radiology, on the Texas Board of Licensure for Professional Medical Physicists for terms which will expire February 1, 1995
  - b. Leonard E. Lawrence, M.D., Associate Dean for Student Affairs of the U. T. Medical School - San Antonio, on the Board of the Texas Youth Commission for a six-year term effective January 14, 1992

- c.   Ciro V. Sumaya, M.D., Professor and Associate Dean for Continuing Medical Education, on the Vaccines and Related Biological Products Advisory Committee of the U. S. Food and Drug Administration for a term ending January 31, 1995.

It was noted that these individuals will serve in these capacities without compensation.

These appointments are of benefit to the State of Texas, create no conflict with their regular duties at the U. T. Health Science Center - San Antonio, and are in accordance with approval requirements for positions of honor, trust, or profit provided in Article 6252-9a of Vernon's Texas Civil Statutes, and Part One, Chapter III, Section 13, Subsections 13.(10) and 13.(11) of the Regents' Rules and Regulations.

9.   U. T. Health Science Center - San Antonio: Approval of Changes in Parking Permits and Enforcement Fees Effective August 1, 1992 (Catalog Change).--Upon recommendation of the Health Affairs Committee, the Board approved changes in parking permits and enforcement fees at The University of Texas Health Science Center at San Antonio effective August 1, 1992, as set out below:

	<u>1992-93</u> <u>Fees</u>
<u>Executive Officers Permits</u>	
Class A (administration)	\$180.00
<u>Faculty/Staff Permits</u>	
Class B (faculty/staff)	90.00
Class C (classified staff)	45.00
Class E (motorcycles)	36.00
Class I (car pool)	36.00
Class P (bicycles)	5.00
<u>Student Permits</u>	
Class D (students)	36.00
Class E (motorcycles)	36.00
Class I (car pool)	36.00
Class P (bicycles)	5.00
<u>Other</u>	
Class F (vendors, salesmen and servicing personnel)	120.00
Class T (temporary)	3.00/day
Class V (visitor/continuing education)	.25 per hour not to exceed 3.00/day
<u>Enforcement Fees</u>	
Class A (no permit)	cost of permit
Class B (improper permit)	50.00

1992-93  
Fees

Class C (traffic violation)	
first violation	15.00
second violation	20.00
third violation	25.00
fourth and subsequent violations	30.00

Class D (improper parking)	
first violation	\$ 10.00
second violation	15.00
third violation	20.00
fourth violation	25.00
fifth violation	30.00

Late payment fee	\$ 5.00 for each ten days late for the first 30 days-- \$ 5.00 for each 30 days thereafter
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Annual parking permit fees for students are prorated if purchased for the Spring and Summer or Summer Session(s) only.

The next appropriate catalog published at the U. T. Health Science Center - San Antonio will be amended to conform to this action.

10. U. T. M.D. Anderson Cancer Center: Dr. Barry D. Shur Appointed as Initial Holder of The Felix Haas Professorship in Basic Science Effective June 1, 1992.--Approval was granted to appoint Dr. Barry D. Shur, Professor of Biochemistry and Molecular Biology, as initial holder of The Felix Haas Professorship in Basic Science at The University of Texas M.D. Anderson Cancer Center effective June 1, 1992.
  
11. U. T. M.D. Anderson Cancer Center: Permission Granted for Individuals to Serve as Indicated - (a) J. Taylor Wharton, M.D., on the Texas Cancer Council, (b) Lester J. Peters, M.D., on the Texas Board of Licensure for Professional Medical Physicists, (c) Ms. Barbara B. Shell on the State Board of Physical Therapy Examiners, and (d) S. Eva Singletary, M.D., on the President's Cancer Panel Special Commission on Breast Cancer [Regents' Rules and Regulations, Part One, Chapter III, Section 13, Subsections 13.(10) and 13.(11)].--Permission was granted for the following faculty members at The University of Texas M.D. Anderson Cancer Center to serve as indicated:
  - a. J. Taylor Wharton, M.D., Chairman of the Department of Gynecology, Division of Surgery, on the Texas Cancer Council to a term which will expire on February 1, 1998
  - b. Lester J. Peters, M.D., Professor and Head of the Division of Radiotherapy, on the Texas Board of Licensure for Professional Medical Physicists to a term which will expire on February 1, 1997

- c. Ms. Barbara B. Shell, Director of Rehabilitation Medicine Services, on the State Board of Physical Therapy Examiners for a term to expire on January 31, 1997
- d. S. Eva Singletary, M.D., Chief of the Breast Surgical Section, on the President's Cancer Panel Special Commission on Breast Cancer for a term which will expire on February 26, 1994.

Dr. Singletary will receive an honorarium in the amount of \$150 per day while attending meetings and will be reimbursed for travel expenses incurred.

It was noted that Dr. Wharton, Dr. Peters, and Ms. Shell will receive no compensation for their services in these capacities.

These appointments are of benefit to the State of Texas, create no conflict with their regular duties at the U. T. M.D. Anderson Cancer Center, and are in accordance with approval requirements for positions of honor, trust, or profit provided in Article 6252-9a of Vernon's Texas Civil Statutes, and Part One, Chapter III, Section 13, Subsections 13.(10) and 13.(11) of the Regents' Rules and Regulations.

- 12. U. T. El Paso, U. T. Medical Branch - Galveston, and U. T. Health Science Center - Houston: Report on Development of Satellite Academic Programs.--At the conclusion of the meeting of the Health Affairs Committee, Regent Temple called on Executive Vice Chancellor for Health Affairs Mullins for a report on satellite academic programs being developed jointly by the U. T. Allied Health Sciences School - Galveston of The University of Texas Medical Branch at Galveston and the U. T. Public Health School - Houston of The University of Texas Health Science Center at Houston on The University of Texas at El Paso campus.

Dr. Mullins reported that the U. T. Allied Health Sciences School - Galveston and the U. T. Public Health School - Houston have submitted requests to the Texas Higher Education Coordinating Board for approval to offer the following satellite programs on the U. T. El Paso campus:

- a. Master of Physical Therapy (MPT)
- b. Bachelor of Science degree in Occupational Therapy (BSOT)
- c. Master of Public Health (MPH).

The Master of Public Health (MPH) offerings from the U. T. Public Health School - Houston will begin with the Fall Semester 1992 with instruction on the U. T. El Paso campus. The initial courses will be from the core curriculum of the program. The mission of the satellite program is to contribute to the promotion of health and prevention of disease by providing exemplary teaching, research, and community service to the people of El Paso and the West Texas area. The 71st Texas Legislature

authorized the establishment of the Master of Public Health at U. T. El Paso with funding as a special item in the amount of \$793,505 to the U. T. Health Science Center - Houston and \$147,053 to U. T. El Paso for the 1992-93 biennium.

The Master of Physical Therapy/Bachelor of Science degree in Occupational Therapy (MPT/BSOT) offerings by the U. T. Allied Health Sciences School - Galveston will be located in the College of Nursing and Allied Health Building, a short distance from the U. T. El Paso campus. There are seventy students currently enrolled at U. T. El Paso in the pre-professional portion of the curriculum for the MPT/BSOT programs. Twenty students who successfully complete the pre-professional portion of the program will be selected for admission to each program. The professional portion of the curriculum will begin with classes in the Occupational Therapy program scheduled to begin in January 1993 and a Physical Therapy program to begin in May 1993. Enrollment is expected to grow by four students per year in each program until maximum class sizes of 32 in Occupational Therapy and 36 in Physical Therapy are achieved. The total funding provided by the 71st Legislature for the MPT/BSOT programs was \$1,145,967.

Space planning is complete for both programs. An application for an anatomy laboratory is pending review by the Texas Anatomical Review Board. A review of these satellite programs is being conducted by the staff of the Texas Higher Education Coordinating Board with final approval anticipated in July 1992.

It is anticipated that these programs will enhance the development of a regional center for professional public health education and allied health training by collaborating with governmental, nongovernmental, and international agencies on health, health-related, and environmental issues along the United States-Mexico border.

REPORT AND RECOMMENDATIONS OF THE FACILITIES PLANNING AND CONSTRUCTION COMMITTEE (Pages 117 - 128).--Committee Chairman Moncrief reported that the Facilities Planning and Construction Committee had met in open session to consider those matters on its agenda and to formulate recommendations for the U. T. Board of Regents. Unless otherwise indicated, all actions set forth in the Minute Orders which follow were recommended by the Facilities Planning and Construction Committee and approved in open session and without objection by the U. T. Board of Regents:

1. U. T. Austin - Air-Conditioning of Andrews, Brackenridge, Carothers, Littlefield, Prather, and Roberts Dormitories: Authorization for Phase II; Appointment of Energy Engineering Associates, Inc., Austin, Texas, as Project Engineer; Authorization to Submit Project to the Coordinating Board; Authorization for U. T. Austin Administration to Manage Project, Advertise for Bids, and Award Contracts; and Appropriation Therefor.--The Board, upon recommendation of the Academic Affairs and Facilities Planning and Construction Committees:
  - a. Authorized Phase II of a project to air-condition the remaining three nonair-conditioned residence halls, Andrews, Brackenridge, and Roberts Dormitories, at The University of Texas at Austin at an estimated total project cost of \$3,075,000
  - b. Appointed the firm of Energy Engineering Associates, Inc., Austin, Texas, as Project Engineer to prepare final plans and specifications
  - c. Authorized submission of the project to the Texas Higher Education Coordinating Board
  - d. Authorized U. T. Austin Administration to manage this project in consultation with the Office of Facilities Planning and Construction
  - e. Upon completion of final review and approval by the Coordinating Board, authorized U. T. Austin to advertise for bids and award all contracts and complete all work
  - f. Appropriated \$3,075,000 from Housing and Food Service Reserves for total funding of the Phase II project.

At the December 1990 meeting of the U. T. Board of Regents, a project was authorized to air-condition and replace windows in Andrews, Brackenridge, Carothers, Littlefield, Prather, and Roberts Dormitories at U. T. Austin at an estimated combined total project cost of \$6,150,000. Additional authorization was granted to complete Phase I, Carothers, Littlefield, and Prather Dormitories, at an estimated project cost of \$3,750,000.

Phase I was successfully completed in a timely manner during the Summer of 1991, at a total cost of \$3,075,000, well within the approved budget. The windows were renovated, rather than replaced, on the recommendation of the project engineer who determined that the energy savings would not justify the cost of total replacement. All three residence halls were fully occupied during the Fall Semester 1991.

In approving Phase I, the U. T. Board of Regents specified that the demand for nonair-conditioned space be reassessed prior to requesting approval for Phase II. As of the priority drawing date of November 1, 1991, only 33 out of 2,312 new applicants, or 1.4%, requested nonair-conditioned space as a first choice for the Fall of 1992.

Phase II of the project will complete the air-conditioning of Andrews, Brackenridge, and Roberts Dormitories during the Summer of 1993.

This project is part of the FY 1991 Capital Improvement Plan and FY 1992 Capital Budget.

2. U. T. Austin - McDonald Observatory - Spectroscopic Survey Telescope (SST): Authorization for Project; Authorization for Employment of a Project Manager to Oversee Technical Design and Cost Estimates; and Appropriation Therefor.--Following opening remarks by President Cunningham, the Facilities Planning and Construction Committee recommended and the Board:

- a. Authorized a project for a Spectroscopic Survey Telescope (SST) for The University of Texas at Austin McDonald Observatory at an estimated total project cost of \$12,000,000
- b. Authorized the employment by U. T. Austin of a Project Manager to oversee technical design and cost estimates to be presented to the U. T. Board of Regents at a future meeting
- c. Appropriated \$500,000 from U. T. Austin Special Item appropriation for the Center for Advanced Studies in Astronomy, \$300,000 from contributions from Pennsylvania State University, and \$300,000 from other gifts and grants anticipated from interested and cooperating universities for a total of \$1,100,000 to fund this phase of technical design
- d. Authorized President Cunningham to substitute other U. T. Austin astronomy related funding for all or part of the \$300,000 anticipated from other interested and cooperating universities should such contributions not be realized.

In February 1988, the U. T. Board of Regents approved a private fund development campaign for the construction and operation of the SST. A Spectroscopic Survey Telescope (SST) to be located at the U. T. Austin McDonald Observatory is listed in the FY 1991 Capital Improvement Plan and FY 1992 Capital Budget.

Astronomers and technical staff at U. T. Austin and Pennsylvania State University have carried out over the past several years substantial concept and technical design work relating to the SST. Funding for this work was provided in part from a grant from the National Science Foundation and in part from institutional funds. By the Fall of 1991, this work had progressed to a point where it seemed reasonable and prudent to have the project reviewed by a Management Review Panel, a group of technical experts in the design, management, and construction of telescopes and similar large scale and technically complex scientific instruments.

The Management Review Panel advised that the project is technically ready to proceed from the conceptual phase to the formal design and construction phases. It recommended an approach to the project based upon employment of a Project Manager to oversee the additional technical design work needed to establish reliable cost estimates for the construction of the SST. The recommended approach to the development of cost estimates is to establish the cost of each of the telescope's seven subsystems, e.g., the optical system, the tracker system, the telescope control system, the primary mirror activators, etc. The estimate for the total project construction cost would then be derived from evaluation of the cost estimates for each subsystem and overall system integration for purposes of construction.

The effort to complete the SST design and engineering work to a point where there can be established a reliable total project cost is projected to cost about \$1,100,000 and will require approximately twelve months. The work would be done at U. T. Austin and, in part, at Pennsylvania State University. All work would be under the direction of a Project Manager employed by U. T. Austin.

Although the SST project began as a cooperative activity of U. T. Austin and Pennsylvania State University, a number of other universities have expressed interest in participating in the project through contribution of capital funds for construction of the telescope and subsequent funding of its operation. They are:

Rutgers University	New Brunswick, New Jersey
Stanford University	Stanford, California
The University of Pittsburgh	Pittsburgh, Pennsylvania
The University of Munich	Germany
The University of Goettingen	Germany

It is proposed that each interested institution contribute funds toward the \$1,100,000 projected cost of completing the SST design and engineering work needed to establish a reliable total project cost estimate. In return for the contribution, the institutions will, at a later time, be given an opportunity to consider entering into an appropriate agreement to provide capital funds for the construction of the SST and operating funds in return for commensurate assured use of the telescope facility.

U. T. Austin proposes to commit \$500,000 and Pennsylvania State University proposes to commit \$300,000 to support the completion of the SST design and engineering work. The aforementioned other interested institutions will be asked to commit funding of not less than \$50,000 each in order to provide the remaining \$300,000 needed to complete the \$1,100,000 design and engineering work.

3. U. T. Austin - Student Health Center (Project No. 102-767): Authorization to Expand Project Scope to Include Student Services Facility; Authorization for Cox/Croslin and Associates, Austin, Texas, Project Architect to Prepare Preliminary Plans; and Appropriation Therefor.--In order to provide centralized student services in a single location, the Board, upon recommendation of the Academic Affairs and Facilities Planning and Construction Committees:
- a. Authorized an expansion of scope for the Student Health Center at The University of Texas at Austin to include the Student Services Facility at a revised combined total project cost of \$24,296,000 (\$11,616,000 for the Student Health Center and \$12,680,000 for the Student Services Facility)
  - b. Authorized the Project Architect, Cox/Croslin and Associates, Austin, Texas, to prepare preliminary plans on the expanded project for presentation to the U. T. Board of Regents at a future meeting
  - c. Appropriated \$275,000 from Auxiliary Enterprise Balances for fees and administrative expenses through the completion of preliminary plans. Previous appropriations had been \$275,000 from the same source. When revenue bonds are sold, the \$550,000 appropriation is to be refunded.

At the April 1991 meeting, the U. T. Board of Regents authorized a project for a new Student Health Center at U. T. Austin at an estimated total project cost of \$11,616,000. This project will contain approximately 100,000 gross square feet of space for the Student Health Center and the Counseling and Mental Health Center. The site is to be north of 26th Street between University Avenue and Wichita Street.

In addition, a student fee for a Student Services Building was overwhelmingly approved in an election in March 1991. The fee was authorized by the 72nd Legislature in May 1991. A feasibility study committee was appointed in Fall 1991 and charged with recommending potential occupants of the Student Services Facility. The Student Services Facility project will have approximately 80,000 gross square feet of space to provide centralized student services in a single location. The site is north of 26th Street immediately west of the new Student Health Center site.

The footprint of the two buildings will cover the entire available site allowing for the desired setbacks from streets and optimal height of five or six floors. In discussing the need for closely coordinated design of the structures, including possible connections, a number of clear advantages emerged from combining the projects into a single building. Some cost savings would be expected through economies-of-scale in a larger construction contract. The reduction in exterior wall surface, combined mechanical, electrical, and plumbing systems, sharing of lobby space, elevators and possibly stairwells would all contribute to cost savings. The combined building would give more flexibility to the layout of floor space for specific functions, and the service to students will be improved in a single building.

The Student Services Facility is included in the FY 1991 Capital Improvement Plan and the FY 1993 Capital Budget at \$12,680,000 total project cost, including interim interest.

4. U. T. Pan American - Engineering Building: Appointment of JonesKell, San Antonio, Texas, as Project Architect to Prepare a Project Analysis and Conceptual Design and Appropriation Therefor.--In June 1991, the U. T. Board of Regents adopted a Capital Improvement Plan which included an Engineering Building at The University of Texas - Pan American at an estimated total project cost of \$19,000,000 to be funded from gifts and grants.

In October 1991, authorization was granted to establish programs leading to a Bachelor of Science in Electrical Engineering, a Bachelor of Science in Mechanical Engineering and a Bachelor of Science in Manufacturing Engineering and to create a Department of Engineering within the College of Arts and Sciences at U. T. Pan American.

To facilitate initiation of this program, the Texas Legislature appropriated \$1,196,000 for the 1990-1991 biennium and \$1,909,965 for the current biennium. To complement this legislative funding, U. T. Pan American is launching a fund raising campaign directed primarily at building and equipping an engineering building. A small first phase of an engineering startup building is under construction in the physical plant area of the campus with local funds.

In compliance therewith, the Board, upon recommendation of the Facilities Planning and Construction Committee:

- a. Appointed the firm of JonesKell, San Antonio, Texas, as Project Architect to prepare a detailed project analysis and conceptual design with cost estimate for the Engineering Building at U. T. Pan American to be presented to the U. T. Board of Regents at a future meeting
  - b. Appropriated \$50,000 from General Use Fees for fees and expenses through completion of the project analysis and conceptual design.
5. U. T. Southwestern Medical Center - Dallas - Research Building - Phase II North Campus Expansion (Project No. 303-755): Approval of Preliminary Plans; Authorization to Prepare Final Plans for Staged Construction; Authorization to Advertise for Bids and for Executive Committee to Award Contracts for First Stage; and Appropriation Therefor.--In accordance with authorization by the U. T. Board of Regents in October 1991, preliminary plans and a detailed cost estimate for the construction of the second phase of development on the North Campus of The University of Texas Southwestern Medical Center at Dallas to consist of a Research Building with support facilities, Expansion of the Thermal Energy Plant, and attendant site work have been prepared by the Project Architect Omniplan, Inc., Dallas, Texas.

Upon recommendation of the Facilities Planning and Construction Committee, the Board:

- a. Approved preliminary plans and specifications for the construction of the second phase of development on the North Campus of the U. T. Southwestern Medical Center - Dallas to consist of a Research Building with support facilities, Expansion of the Thermal Energy Plant, and attendant site work at an estimated total project cost of \$67,800,000, exclusive of institutional equipment
- b. Authorized the Project Architect to prepare final plans and specifications in such a manner that contracts can be awarded in the following stages:
  - (1) Pre-purchase of thermal energy plant equipment
  - (2) General construction of the Research Building with support facilities, Expansion of the Thermal Energy Plant and attendant site work
  - (3) Finish-out of shell research space in the Research Building.
- c. Upon completion of final review, authorized the Office of Facilities Planning and Construction to advertise for bids and the Executive Committee to award contracts for the first stage. Final plans for the second and third stages will be presented to the U. T. Board of Regents for consideration at a future meeting.
- d. Appropriated an additional \$3,600,000 from U. T. Southwestern Medical Center - Dallas Interest on Designated Funds Time Deposits for fees and administrative expenses through preparation of final plans and contract award of the first stage. Previous appropriations had been \$2,000,000 from the same source. These funds totaling \$5,600,000 will be reimbursed from Revenue Financing System Bond Proceeds to be issued at a later date. This notice of planned reimbursement is provided pursuant to the provisions of Section 1.103-18 of the Treasury Regulations. An additional \$5,500,000 had been previously appropriated from Designated Funds Time Deposits for total project funding of the Inter-campus Connector awarded for construction in Executive Committee Letter 92-14.

Research Building NA will be the second research building constructed on the North Campus. It will be a ten-level facility consisting of approximately 182,913 gross square feet of research space (6 levels), 30,333 gross square feet of research support space (1 level), and 88,933 gross square feet of parking (3 levels). Support Building NG will provide an additional 137,700 gross square feet of parking (3 levels) and a plaza area of 45,900 gross square feet. The Thermal Energy Plant Building NJ will also be expanded at this time.

The six levels of research space in Research Building NA will be constructed as shell space to be finished out in the third stage of construction.

A key part of Phase II is construction of an Intercampus Connector to provide safe pedestrian access, a data and communications bank, and a busway between the two campuses. The contract for construction of the Intercampus Connector was previously awarded by the U. T. Board of Regents for a total project cost of \$5,500,000. The total project cost for the Intercampus Connector is included within the total project cost of \$67,800,000 for construction of the second phase of development on the North Campus.

This project is included in the FY 1991 Capital Improvement Plan and the FY 1992 Capital Budget. Final project funding will be \$20,000,000 from Permanent University Fund Bond Proceeds, \$42,300,000 from Revenue Financing System Bond Proceeds, and \$5,500,000 for the Intercampus Connector project as previously appropriated from U. T. Southwestern Medical Center - Dallas Interest on Designated Funds Time Deposits.

This project was approved by the Texas Higher Education Coordinating Board in October 1991.

See Page 47 related to the Intercampus Connector project.

6. U. T. Medical Branch - Galveston - Remodeling of John Sealy Hospital (Old Building) - Remodeling of R. Waverley Smith Pavilion - Phase II: Authorization for Project; Appointment of Page Southerland Page, Houston, Texas, as Project Architect to Prepare Final Plans; Authorization to Advertise for Bids and for Executive Committee to Award Contracts; and Appropriation Therefor.--The Facilities Planning and Construction Committee recommended and the Board:
  - a. Authorized a project for Remodeling of R. Waverley Smith Pavilion - Phase II, as a part of the continuing phased Remodeling of John Sealy Hospital (Old Building), at The University of Texas Medical Branch at Galveston at an estimated total project cost of \$4,750,000
  - b. Appointed Page Southerland Page, Houston, Texas, as Project Architect to prepare final plans and specifications
  - c. Authorized the Office of Facilities Planning and Construction to advertise for bids upon completion of final review

- d. Authorized the Executive Committee to award all contracts associated with this project within the authorized total project cost
- e. Appropriated \$4,750,000 from The Sealy & Smith Foundation for the John Sealy Hospital grant funds for total project funding.

In December 1987, the U. T. Board of Regents authorized the first phase for Remodeling of R. Waverley Smith Pavilion as a continuation of the phased remodeling of the old building of the John Sealy Hospital at the U. T. Medical Branch - Galveston. This work has been recently completed. The work planned under Phase II was delayed pending identification of additional funding. Funding has now been made available from a grant award from The Sealy & Smith Foundation for the John Sealy Hospital in the amount of \$4,750,000.

The Phase II project will involve the remodeling of approximately 21,000 gross square feet of space on the first and second levels.

A covered entrance for passengers from vehicles at the east side of the R. Waverley Smith Pavilion and access for disabled individuals to the second level will also be included in this project. Upon completion of the Phase II renovation, the second level will be used as a patient care floor and the first level area will house support services.

This project is included in the FY 1991 Capital Improvement Plan and the FY 1992 Capital Budget.

- 7. U. T. M.D. Anderson Cancer Center - Bertner Complex (Project No. 703-772) and Clinical Services Facility (Project No. 703-773): Approval of Preliminary Plans; Authorization to Submit Project to the Coordinating Board; Authorization to Prepare Final Plans; and Additional Appropriation Therefor.--Following a brief overview by President LeMaistre, the preliminary plans for the construction of the Bertner Complex and Clinical Services Facility at The University of Texas M.D. Anderson Cancer Center were presented to the Facilities Planning and Construction Committee by Mr. George Jumonville and Mr. Ron Skaggs, representing the Project Architect, Lockwood, Andrews & Newnam, Inc., Houston, Texas, and HKS Inc., Dallas, Texas (LAN/HKS, A Joint Venture).

The Board, upon recommendation of the Facilities Planning and Construction Committee and based upon the presentation of the Project Architect:

- a. Approved the preliminary plans and specifications for the Bertner Complex and Clinical Services Facility at the U. T. M.D. Anderson Cancer Center at an estimated total project cost of \$248,600,000
- b. Authorized submission of the project to the Texas Higher Education Coordinating Board

- c. Authorized the Project Architect to prepare final plans and specifications in such a manner that the project can be constructed in one or more phases. The plans and specifications will be presented to the U. T. Board of Regents for consideration at a future meeting.
- d. Appropriated \$15,000,000 from U. T. M.D. Anderson Cancer Center Educational and General Funds for fees and administrative expenses through preparation of final plans. An additional \$5,250,000 from U. T. M.D. Anderson Cancer Center Educational and General Funds had previously been appropriated.

The Bertner Complex will contain a total of 779,400 gross square feet and includes the Bertner Patient Care Facility and the Bertner Research Building at a total project cost of \$206.2 million.

The Bertner Patient Care Facility totals 549,000 square feet including eight occupied floors, three interstitial floors, and one mechanical floor. The building is comprised of a base block of diagnostic and treatment areas housing replacement Operating Rooms, Diagnostic Imaging Inpatient services including MRI, Pathology service labs, Radiotherapy treatment vaults and support functions. The base block incorporates an interstitial design concept. The top four floors house 206 beds replacing 188 beds currently in the older Anderson East and West units. Included in this total is a comprehensive critical care floor incorporating all existing critical care units and adding a pediatric critical care and supportive care unit.

The Bertner Research Building totals 230,400 gross square feet and is comprised of seven levels including the basement. Laboratory facilities for the U. T. M.D. Anderson Cancer Center's Clinical Divisions will occupy levels 2 through 5. The basement will contain large animal space and the ground level will serve as a parking area for Radiotherapy patients. Mechanical equipment will be housed in the first level.

The Clinical Services Facility totals 174,085 gross square feet of space in ten levels and a basement at a total project cost of \$42.4 million as adopted in the FY 1991 Capital Budget. The facility is designed for the convenience of the patient. The reconfigured Station 19A will serve as the emergency area for the Cancer Center. Locating this function on the ground level adjacent to the ambulance entrance permits quick access to necessary acute care services. The facility will contain the newly developed comprehensive cancer prevention program, including screening and detection programs, a prevention learning center, and the risk assessment/behavior modification areas. The facility will also enable the development of disease site clinics offering a multidisciplinary approach to the care of the cancer outpatient. These

centers will allow the medical, surgical, and radiotherapy disciplines to serve patients in contiguous space. Also included in the facility is an outpatient MRI facility, a patient diagnostic center for commonly ordered diagnostic services and a patient amenities center to provide a restful area for those patients who are at the Center for several hours. The tenth level will house a conference center that will enable the Cancer Center to hold on-site conferences that currently require expensive hotel space.

The design for the Clinical Services Facility includes two pedestrian bridges connecting the facility to the Texas Medical Center Garage #10 and to the existing bridge over Holcombe Boulevard which will connect to the Jesse H. Jones Rotary House International.

The total square footage of the Clinical Services Facility as designed is 24,000 gross square feet more than approved by the U. T. Board of Regents at the June 1991 meeting but remains within the authorized \$42.4 million budget. The increased square footage is a result of maximizing the site by designing the largest possible building footprint.

In order to remain within the approved total project cost, the bridge proposed to connect the Texas Medical Center Garages #5 and #10 will not be constructed and approximately 10% to 15% of the Facility will be shelled. The functions that have been identified as shell space have been designed so that if the bidding climate is favorable, these areas will be constructed. With the growth in less costly outpatient care at the U. T. M.D. Anderson Cancer Center, it is projected that the shelled areas will provide space for patient care in this decade.

This project has been included in the FY 1991 Capital Improvement Plan and the total project funding as approved in the FY 1993 Capital Budget is as follows:

U. T. M.D. Anderson Cancer Center Revenue Bonds	\$ 65.4 million
Philanthropy	113.7 million
U. T. M.D. Anderson Cancer Center Educational and General Fund Balances	68.0 million
Permanent University Fund Bond Proceeds	<u>1.5 million</u>
Total	<u>\$248.6 million</u>

8. U. T. M.D. Anderson Cancer Center - Phase I Renovation of Gimbel and Anderson Center Core - Dock and Service Corridor Improvements: Authorization for Project; Appointment of LAN/HKS, A Joint Venture, Houston, Texas, as Project Architect to Prepare Preliminary Plans for Dock and Service Corridor Improvements; and Appropriation Therefor.--The FY 1991-1996 Capital Improvement Plan adopted by the U. T. Board of Regents in June 1991 included a project for the Renovation of Gimbel and Anderson Center Core at The University of Texas M.D. Anderson Cancer Center with the estimated total project cost of \$98,579,000 expected to be phased over a period of five to ten years as space is vacated in the older buildings with the construction of the Bertner Complex and the relocation of departments and functions into the new building.

During the programming and preliminary planning of the Bertner Complex and Clinical Services Facility, the need to upgrade the existing loading dock and service corridor to accommodate the expanding complex was identified as a critical element. The increasing size of the various departments will result in additional demands on the materials handling functions, and the longer distances now required to supply these units will present major logistic and staffing issues.

Following brief remarks by President LeMaistre, the Board, upon recommendation of the Facilities Planning and Construction Committee:

- a. Authorized the Phase I Renovation of Gimbel and Anderson Center Core at the U. T. M.D. Anderson Cancer Center to include the Dock and Service Corridor Improvements at an estimated total project cost of \$16,500,000
- b. Appointed the firm of LAN/HKS, A Joint Venture, Houston, Texas, as Project Architect to prepare preliminary plans to be presented to the U. T. Board of Regents at a future meeting
- c. Appropriated \$1,500,000 from U. T. M.D. Anderson Cancer Center retained earnings for fees and administrative expenses through preparation of preliminary plans.

Recognizing that current materials management issues are complex, especially with respect to inventory and delivery systems, the preliminary design work for the Bertner Complex and Clinical Services Facility incorporated additional services to evaluate the most desired material management systems to serve the increasing needs of the institution. The project architect retained a special consultant to conduct a materials management master plan to include the functional and space programming of the dock and service corridor network.

The current dock has only three truck bays serving nearly three million square feet of space. The materials handling functions that currently occur at this dock include general receiving, staging, holding, distribution, shipping, bulk clean linen delivery, soiled linen pickup, bottled gas storage, trash handling, and morgue transfer. Located adjacent to these three bays are the ambulance entrance and food service bays. The physical inadequacies of the dock and service corridor network materially affect many departments and services.

The materials management consultant submitted a report, through the Project Architect, recommending that ten bays are required to adequately serve the needs of U. T. M.D. Anderson Cancer Center. This recommendation is based on the hours of operation, frequency, and type of traffic, staffing and format in which goods are received. However, because of physical site constraints, a maximum of nine bays can be constructed. The study further recommended that constructing two additional levels to the dock would solve one of the major dilemmas in the clinic planning. The Medical Records Department is currently located in the Clark Clinic Facility with no opportunity for expansion. None of the older facilities have the structural capability to support the weight of medical record stacks. It is critical that medical records be located central to both inpatient and outpatient areas. The construction of the second level to the dock with adequate weight bearing capacity is an ideal location for the Medical Records Department. An increasing number of medical records will be warehoused off site and adjacency to the dock will permit ease in the movement of these records. Likewise, the growing volume of diagnostic imaging films could be housed on the third level of the dock construction.

The Renovation of Gimbel and Anderson Center Core was previously planned to follow the construction of the Bertner Complex and Clinical Services Facility. The scope of the Phase I Renovation will expand the current dock from three to nine bays and construct two additional stories with 17,000 gross square feet to house medical records and diagnostic film storage.

REPORT AND RECOMMENDATIONS OF THE ASSET MANAGEMENT COMMITTEE (Pages 128 - 244).--Committee Chairman Cruikshank reported that the Asset Management Committee had met in open session to consider those matters on its agenda and to formulate recommendations for the U. T. Board of Regents. Unless otherwise indicated, all actions set forth in the Minute Orders which follow were recommended by the Asset Management Committee and approved in open session and without objection by the U. T. Board of Regents.

I. PERMANENT UNIVERSITY FUND

INVESTMENT MATTER

JUN 11 1992

Report on Clearance of Monies to the Permanent University Fund for March and April 1992 and Report on Oil and Gas Development as of April 30, 1992.-- The following reports with respect to (a) certain monies cleared to the Permanent University Fund for March and April 1992 and (b) Oil and Gas Development as of April 30, 1992, were submitted by the Executive Vice **Chancellor** for Business-Affairs:

Permanent University Fund	March 1992	April 1992	Cumulative Through April of this Fiscal Year (1991-1992)	Cumulative Through April of Preceding Fiscal Year (1990-1991)	Per Cent Change
Royalty					
Oil	\$3,374,924.65	\$ 4,234,399.61	\$32,758,838.38	\$49,551,869.01	-33.89%
Gas	1,172,007.14	914,075.28	9,151,476.16	14,147,505.76	-35.31%
Sulphur	0.00	0.00	(10,598.69)	0.00	--
Water	66,973.93	36,444.54	403,494.55	464,576.22	-13.15%
Brine	3,036.60	2,895.25	33,579.15	43,078.91	-22.05%
Trace Minerals	0.00	0.00	0.00	0.00	--
Rental					
Oil and Gas Lease	(2,904.63)	17,312.37	379,441.27	423,306.75	-10.36%
Other	200.00	1,204.00	5,951.70	6,992.65	-14.89%
Sale of Sand, Gravel, Etc.	0.00	1.320.00	8,310.00	23,802.75	-65.09%
Total University Lands Receipts Before Bonuses	4,614,237.69	5,207,651.05	42,730,492.52	64,661,132.05	-33.92%
Bonuses					
Oil and Gas Lease Sales	0.00	0.00	0.00	0.00	--
Amendments and Extensions to Mineral Leases	0.00	0.00	2,009.65	90,931.84	-97.79%
Total University Lands Receipts	4,614,237.69	5,207,651.05	42,732,502.17	64,752,063.89	-34.01%
Gain or (Loss) on Sale of Securities	3,774,964.91	6,689,156.08	34,481,646.13	(45,592,330.36)	175.63%
<b>TOTAL CLEARANCES</b>	<b>\$8,389,202.60</b>	<b>\$11,896,807.13</b>	<b>\$77,214,148.30</b>	<b>\$19,159,733.53</b>	<b>303.00%</b>

Oil and Gas Development - April 30, 1992

Acreage Under Lease = 650,957

Number of Producing Acres = 536,804

Number of Producing Leases = 2,096

## II. TRUST AND SPECIAL FUNDS

### Gifts, Bequests and Estates

1. U. T. Arlington: Acceptance of Bequest from the Estate of Samuel Thomas Hughes, Jr., Dallas, Texas.--Upon recommendation of the Asset Management Committee, the Board accepted a specific bequest of book royalties from the Estate of Samuel Thomas Hughes, Jr., Dallas, Texas, to support ongoing programs in the School of Nursing at The University of Texas at Arlington.

The U. T. System Office of General Counsel has rendered an opinion that the use of this bequest is permissible under Section 65.36(f) of the Texas Education Code.

2. U. T. Arlington: Acceptance of Gift from Dr. and Mrs. Carl Scharf, Arlington, Texas, and Establishment of the Scharf Awards Endowment in the College of Science.--The Board accepted a \$25,000 gift from Dr. and Mrs. Carl Scharf, Arlington, Texas, with \$10,000 of the gift to be used to establish a non-endowed fund at The University of Texas at Arlington to be named the Scharf Awards in the College of Science and the remaining \$15,000 of the gift to be used to establish the Scharf Awards Endowment in the College of Science at U. T. Arlington.

The non-endowed fund and income earned from the endowment will be used to support academically promising upper-level undergraduate and graduate level students in a cooperative effort with the Superconducting Super Collider Project.

3. U. T. Austin: Acceptance of Transfer of The President's Associates Funds; Establishment of the Steve Barton and Denny Berry Endowed Presidential Scholarship in Theatre and Dance in the College of Fine Arts; and Eligibility for Matching Funds Under The Regents' Endowment Program.--The Asset Management Committee recommended and the Board accepted a \$25,000 transfer of The President's Associates funds and established the Steve Barton and Denny Berry Endowed Presidential Scholarship in Theatre and Dance in the College of Fine Arts at The University of Texas at Austin.

Further, \$12,500 in matching funds will be allocated under The Regents' Endowment Program and will be used to increase the endowment to a total of \$37,500.

Income earned from the endowment will be used to award scholarships under the Endowed Presidential Scholarship program to outstanding students in the College of Fine Arts who are majoring in theatre and dance.

4. U. T. Austin: Acceptance of Gift from Mr. Nathan Snyder, Austin, Texas, and Establishment of the Rabbi Simha B. Ben-Zakkai Memorial Endowment for the General Libraries.--The Board, upon recommendation of the Asset Management Committee, accepted a \$10,000 gift from Mr. Nathan Snyder, Austin, Texas, and established the Rabbi Simha B. Ben-Zakkai Memorial Endowment for the General Libraries at The University of Texas at Austin.

Income earned from this endowment will be used to purchase Judaica, Hebraica, and Yiddica materials.

5. U. T. Austin: Approval to Accept Gift from Dr. Nell Boylan Dale, Austin, Texas, and to Establish the Boylan Family Scholarship in the College of Natural Sciences.--Approval was given to accept a \$10,000 gift from Dr. Nell Boylan Dale, Austin, Texas, and to establish the Boylan Family Scholarship in the Department of Computer Sciences, College of Natural Sciences, at The University of Texas at Austin.

Income earned from the endowment will be used to provide scholarship support to computer sciences students at any level who have shown great promise.

6. U. T. Austin: Acceptance of Gift and Pledge from the David Bruton, Jr. Charitable Trust, Dallas, Texas, and Establishment of the David Bruton, Jr. Endowment for Undergraduate Scholarships and Graduate Fellowships.--The Board accepted a \$120,000 gift from the David Bruton, Jr. Charitable Trust, Dallas, Texas, and a \$380,000 pledge, payable by December 31, 1994, for a total of \$500,000 and established the David Bruton, Jr. Endowment for Undergraduate Scholarships and Graduate Fellowships at The University of Texas at Austin.

Income earned from the endowment will be used for University-wide scholarship and fellowship support.

7. U. T. Austin: Acceptance of Gifts from Various Donors for Addition to the C. C. and Lottie Mae Colvert Fellowship in the College of Education and Eligibility for Matching Funds Under The Regents' Endowment Program.--Upon recommendation of the Asset Management Committee, the Board accepted \$38,981.60 in gifts from various donors for addition to the C. C. and Lottie Mae Colvert Fellowship in the College of Education at The University of Texas at Austin.

Further, \$19,490.80 in matching funds will be allocated under The Regents' Endowment Program and will be used to increase the endowment to a total of \$237,564.45.

8. U. T. Austin: Approval of a Deed of Agreement with The Fleur Cowles Charitable Foundation, London, England, Related to Impending Gift; Authorization for the Acting Vice Chancellor for Asset Management to Execute the Deed of Agreement; and Establishment of the Fleur Cowles Endowment Matching Fund (No Publicity).--Committee Chairman Cruikshank reported that since the Material Supporting the Agenda was published an additional item had been posted with the Secretary of State and was before the Board on yellow paper.

The Asset Management Committee recommended and the Board approved a Deed of Agreement between the U. T. Board of Regents, for and on behalf of The University of Texas at Austin, and the Trustees of The Fleur Cowles Charitable Foundation, London, England, setting out the terms and provisions of a \$1,000,000 impending gift from the Trustees of The Fleur Cowles Charitable Foundation for the benefit of the Harry Ransom Humanities Research Center at U. T. Austin.

Further, the Acting Vice Chancellor for Asset Management was authorized to execute the Deed of Agreement, in substantially the same form as set out on Pages 133 - 149, and any related documents, following review and approval by the Offices of Academic Affairs and General Counsel and by appropriate U. T. Austin officials after review and recommendation by The University of Texas System Planned Giving Committee.

In addition, \$500,000 of sale proceeds from the Brackenridge Tract endowment will be used to establish an endowment at U. T. Austin to be named the Fleur Cowles Endowment Matching Fund.

Income earned from this endowment will be used to support the purposes outlined in the Deed of Agreement for so long as annual payments of \$45,000 are made and until the \$1,000,000 gift is due. If the annual payments cease or if the \$1,000,000 gift is not finalized, a request will be made to designate an alternative use for the endowment income.

The Office of General Counsel has rendered an opinion that proceeds from the sale of Sections II and III of the Stratford Hills Subdivision, Austin, Texas, associated with the Brackenridge Tract may be used for the endowment purposes.

In accordance with the donor's request, no publicity will be given to this matter.

See Page 62 related to naming a room in the Harry Ransom Humanities Research Center as the Fleur Cowles Room.

DEED OF AGREEMENT

This DEED OF AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_, 1992,  
between:

- (1) TOM MONTAGUE MEYER of A5 Albany, Piccadilly, London W1, England, ROBERT ALAN ALBERT of 6 Dowgate Hill, London EC4R 2SS, England, and JONATHAN MARE LANDALE of 6 Dowgate Hill, aforesaid as trustees of THE FLEUR COWLES CHARITABLE FOUNDATION ("**the Foundation**"); and
- (2) THE BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM of Austin, Texas, United States of America ("**the Regents**");

WHEREAS :

- (A) The Regents on the recommendation of the President of the University may agree to add to certain eligible gifts, a maximum sum equal to one-half of such gift;
- (B) Under the current Wills of Tom Montague Meyer and Fleur Cowles Meyer, both of A5 Albany, aforesaid the residue of the Estate of the survivor of them will pass on the death of such survivor to the Foundation;
- (C) It has been proposed by the Regents, and the Foundation has agreed, that the Foundation will donate \$1,000,000.00 to the University on the terms contained herein for the establishment of a fund to support the study of the humanities as detailed herein to be known as THE FLEUR COWLES ENDOWMENT FUND;
- (D) The University and Mr. and Mrs. T. M. Meyer have entered into an Agreement of even date herewith for the payment of an annual sum during the period between the date

hereof and the Endowment Day to fund the Fleur Cowles Research Fellowship prior to the Endowment Day, a copy of such Agreement being annexed hereto.

**NOW THIS DBBD WITNESSES AS FOLLOWS:**

1. **Definitions and Interpretation.**

1.1 In this Deed, the following words and expressions shall have the following meanings:

the Committee: the Fleur Cowles Fellowship Committee or Committees to be set up pursuant to Clause 5;

the Director: the Director of the Harry Ransom Research Center of The University;

the Donation: the sum of One Million U. S. Dollars **(\$1,000,000.00)** to be paid by the Foundation pursuant to Clause 2;

the Endowment Day:  
the date on which the Foundation pays the Donation, such date not to be after the Expiry Date, but otherwise to be at the discretion of the Foundation;

the Endowment Fund:  
The Donation Match Amount, together plus additions or accretions thereto;

the Expiry Date:

the date two years from the date of death of the Survivor;

FLAIR: a magazine produced during the period from January, 1950 to January, 1951 in the USA;

the Fleur Cowles **Fellow**:

a fellow in the study of the humanities from time to time as selected and appointed by the Committee pursuant to Clause 6;

the Fleur Cowles Intern:

an intern in the study of the humanities from time to time as selected and appointed by the Committee pursuant to Clause 6;

the Fleur Cowles Internship;

the internship supported by the Endowment Fund pursuant to this Agreement;

the Fleur Cowles Research Fellowship:

the fellowship supported by the Endowment Fund pursuant to this Agreement;

the Fleur Cowles Room:

the rooms at the University known as the Fleur Cowles Room for Humanities as is referred to in the receipt given by the University dated \_\_\_\_\_, a copy of which is annexed hereto;

the Foundation:

the trustees and their successors as trustees of the Fleur Cowles Charitable Foundation established by a deed made between Fleur Cowles Meyer of AS Albany aforesaid (1) and the said Tom Montague Meyer, the said Robert Alan Albert and the said Jonathan Mark **Landale** (2) dated 16th September, 1987;

the Match Amount:

the sum of Five Hundred Thousand U.S. Dollars (\$500,000.00) to be allocated by the Regents pursuant to Clause 2 and which from the Endowment Day onward shall together with the Donation form the Endowment Fund;

the Regents: the Board of Regents of The University of Texas System being the

governing body of The University and  
their successors;

the Survivor: the survivor of the said **Fleur**  
Cowles Meyer and the said Tom  
Montague Meyer;

the University:

The University of Texas at Austin of  
Austin, Texas, United States of  
America;

1.2 Unless the context otherwise requires the singular  
includes the plural and the masculine includes the  
feminine, and vice versa.

1.3 Clause headings are for reference only and shall  
not be taken into consideration in their  
interpretation.

2. The **Endowment.**

2.1 The Foundation shall, on or before the Expiry Date  
and subject to the terms of this Agreement, pay the  
Donation to the Regents which sum shall be added  
the Match Amount to establish the Endowment Fund  
which shall be held by the Regents in accordance  
with the terms hereof.

2.2 Subject to the provisions of Subclause 9.2 below,  
the Regents shall within ninety days of the date of  
their signature hereto shall allocate the Match  
Amount which shall be used to establish a fund to

be maintained until the earlier of the Endowment Day or the Expiry Date;

2.3 From the Endowment Day, the Regents shall hold the Match Amount as an accretion to the Endowment Fund;

3. **Investment.**

The Regents shall invest the Endowment Fund in the name of the Regents in any investments permitted by the law of Texas for the investment of trust funds and may at any time and from time to time vary any such investments for others of a like nature, insofar as they are permitted to do so by the said law.

4. **Purpose of the Endowment Fund.**

The Regents shall hold the Endowment Fund upon trust for the application of the income therefrom in perpetuity solely for the promotion and encouragement of education at the University, and in particular as specified in Clause 6 hereof, provided always that neither the Endowment Fund nor the income therefrom shall be applied for purposes which under English law would be considered noncharitable.

5. **Appointment of Committee.**

5.1 The Regents shall require that the Director shall create one or more committees any such committee to be composed of at least three persons as deemed appropriate by the Director to exercise the duties

and powers of the Regents and the **Committee** declared and contained in Clauses 6 and 7.

5.2 The members of such committee or committees shall be faculty members and/or professional teaching or research staff of the University who shall be appointed by the Director at his discretion.

5.3 Persons who would not qualify for committee membership under Subclause 5.2 may at the Director's discretion serve as ad hoc nonvoting members of the Committee.

5.4 The Regents shall have power to appoint further persons to the Committee.

**5.5** The Regents shall have power to remove persons from the Committee.

5.6 Such Committee shall be known as the Fleur Cowles Fellowship Committee.

6. The Fleur Cowles Fellowship, for Research in the  
**Humanities.**

6.1 The income of the Endowment Fund shall be used by the Regents;

6.1.1 to award such grants as the Committee shall decide from time to time to be paid to the Fleur Cowles Fellow or Fellows and the Fleur Cowles Intern or Interns as selected by the Committee on such dates

as the Committee shall decide which grants may be used to meet the following:

- (i) tuition fees and University fees;
- (ii) research and study expenses;
- (iii) costs of subsistence;
- (iv) cost of accommodation; and
- (v) traveling, equipment, work materials and books used in pursuance **of** the studies of the Fleur Cowles Fellow or Fleur Cowles Intern as specified in Subclause 6.5, or

6.1.2 to provide for the cost of organizing a symposium at the University in every other academic **year**, the subject matter of which shall be in the field of the Humanities, but otherwise at the discretion of the Committee, each of such symposia to be known as the Fleur Cowles Humanities Symposium;

6.1.3 to provide for the cost of maintaining the Fleur Cowles Room, provided that such provision shall not exceed five per cent (5%) of the said income of the Endowment Fund actually received in any Fiscal Year;

- 6.1.4 to provide for the cost of the administration of the Endowment Fund which is exclusive of other costs referenced in Clause 6 provided that such provision shall not exceed fifteen percent (15%) of the said income of the Endowment Fund actually received in any **Fiscal Year**;
- 6.1.5 to provide for the cost of such lectures at the University by experts in the fields referred to **in** Subclause 6.5 as the Committee may organize from time to time;
- 6.1.6 provided that in the then-current academic year, there are appointed a Fleur Cowles **Fellow** and two Fleur Cowles Interns or the Committee is satisfied that Subclause 6.7 empowers it not to make such appointments to purchase items *for* addition to the University's collections which are both associated with mid-Twentieth Century art and culture **and** related to the purposes of the Fleur Cowles Research Fellowship;

6.2 The criteria for selection by the Committee of the Fleur Cowles Fellow or **Fellows** and the Fleur Cowles Intern or Interns shall be as follows:

6.2.1 The Fleur Cowles Research Fellowships and the Fleur Cowles Internships will be open to international students, as well as those from the United States;

6.2.1.1 The Fleur Cowles Fellow will usually be of at least post-doctorate level but the Fleur Cowles Fellowship may be awarded to a person not so qualified if that person is in the opinion of the **Committee** established with sufficient professional standing in the field referred to in Sub-clause 6.5;

6.2.1.2 The Fleur Cowles Intern will usually be of at least post-graduate level but the Fleur Cowles Internship may **be** awarded **to** a person not so qualified if that person is in the opinion of the Committee established with sufficient professional standing in the field referred to in Sub-clause 6.5;

6.2.2 Otherwise, the selection shall **be** at the complete discretion of the Committee whose decision shall be final and binding;

- 6.3 The Fleur Cowles Research Fellowship and the Fleur Cowles Internship shall be awarded for any period up to the period of one academic year which shall be the normal period.
- 6.4 At the discretion of the Committee, the Fleur Cowles Research Fellowship and the Fleur Cowles Internship may upon satisfactory performance be extended beyond the normal period such extension to be in the case of:
- 6.4.1 the Fleur Cowles Research Fellowship at the absolute discretion of the Committee;
- 6.4.2 the Fleur Cowles Internship for a maximum period of two **years**;
- 6.5 The Fleur Cowles Fellow and the Fleur Cowles Intern shall be expected to undertake the study of and research into any area of the humanities associated with or relevant to innovative **art**, literature and journalism as exemplified by Fleur Cowles in founding and editing FLAIR MAGAZINE, such study and research to be agreed with the Committee from time to time.
- 6.6 The Regents shall require that the Director shall produce accounts to the Foundation detailing the capital of the Endowment Fund and the application therefrom pursuant to the terms of this deed for each Fiscal Year and such accounts shall be produced within four months of the end of the relevant Fiscal Year;

6.7 The Committee shall not be bound to make an award of the Fleur Cowles Research Fellowship or of the Fleur Cowles Internship, if in its opinion there is no candidate who qualifies or there is no qualifying candidate of sufficient ability, or if the cost of a symposium pursuant to Subclause 6.1.2 is such that there are insufficient funds in the year of such symposium to make an award of the Fleur Cowles Research Fellowship or of the Fleur Cowles Research Internship, or of both,

7. Residue of Income.

Income received and distributed by the Regents to the Director in a Fiscal year may be retained by the Director and expended for the purposes of the Endowment Fund in subsequent years and a portion of the income may be designated at the discretion of the Regents as a permanent addition to the principal of the Endowment Fund.

8. First Call.

The Foundation agrees that it shall not enter into any agreement for the distribution of funds held by the Foundation as trustees of the said Fleur Cowles Charitable Foundation which would create any liability on the Foundation ranking in priority to the liability hereunder.

9. Obliaation to Pav.

9.1 Subject to the provision of Subclause 9.2, the Foundation shall not be bound to pay the Donation pursuant to Subclause 2.1 if

9.1.1 the Regents have not allocated the Match Amount pursuant to Subclause 2.2, or

9.1.2 the Agreement referred to in Recital (D) shall have been determined pursuant to Clause 8 thereof.

9.2 If the Foundation does not make the payment of the the Donation the Expiry Date as required by Subclause 21, the Match Amount and any accumulated undistributed income related thereto may, at the discretion of the Regents, be reallocated for any endowment purpose chosen by the Regents.

9.3 If the Regents do not comply with Subclause 2.3, the Donation shall become repayable to the Foundation.

10. Cy m-es.

If in the opinion of the Regents, future circumstances change so that the purpose for which the Endowment Fund is established becomes illegal, impractical or impossible to fulfill, then, and in such event, the Regents may SUBJECT to Clause 4 designate an alternative charitable use for the income to further the

purposes of the University giving full consideration to the original wishes and desires of the Donors.

11. Liability of Foundation Trustees

The liability of the Foundation shall at all times be limited to the amount of the funds held by them as trustees of the **said** Fleur Cowles Charitable Foundation,

12. Notices.

**Where** written notice or a written request or an agreement in writing or accounts are required by this deed of either party hereto to be served on the other partyhereto, such notice request agreement or accounts shall be sent by prepaid properly addressed Airmail letter sent by First Class Post or by Facsimile transmission to the address or Facsimile number of the party to be served with such notice request undertaking or accounts being in the case of:

12.1 Foundation: c/o **Alsop** Wilkinson  
6 **Dowgate** Hill  
London **EC4R** 2SS  
England  
FacsimileNo. 011 44 71 623 8286

12.2 Regents: Board of Regents of  
The University **of** Texas System  
c/o Office of Asset Management  
210 West 6th Street  
Austin, Texas 78701  
Facsimile No. **512/499-4365**

or such other address and Facsimile number as either party shall from time to time notify to the other.

13. Waiver.

13.1 No waiver by the Foundation of any breach or non-fulfillment by the Regents of any provision of this Agreement shall be deemed to be a waiver of any subsequent or other breach of that or any other provision hereof and no failure to exercise or delay in exercising any right or remedy under this Agreement shall constitute a waiver thereof.

13.2 No single or partial exercise of any right or remedy under this Agreement shall preclude or restrict the further exercise of any such right or remedy.

13.3 The rights and remedies of the Foundation provided in this Agreement are cumulative and not exclusive of any rights and remedies provided by law.

14. Law and Disputes.

This deed shall be governed and construed in accordance with the laws of the State of Texas.

15. Confidentiality.

The Regents shall use their best endeavors to the extent that is **is lawful** for them to do so at all times to keep confidential the source of the Donation.

16. Nonappropriation.

The Endowment Fund shall never become a part of the Permanent University Fund, the Available University Fund, or the General Fund of the State of Texas, and shall

never be subject to appropriation by the Legislature of the State of Texas.

II **WITNESS WHEREOF**, the parties hereto have executed this instrument as a deed the date first before written.

EXECUTED by the Board of Regents of The University of Texas System and the Fleur Cowles Charitable Foundation on the day and year first above written, in duplicate copies, each of which shall be deemed an original.

THE **FLEUR** COWLES CHARITABLE FOUNDATION

By: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_

THE BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM

By: \_\_\_\_\_  
Thomas G. Ricks  
Acting Vice Chancellor for  
Asset Management

APPROVED AS TO FORM:

\_\_\_\_\_  
Teresa **Burroff**  
Office of General Counsel

**CERTIFICATE OF APPROVAL**

I hereby certify that the foregoing Deed of Agreement was approved by the Board of Regents of The University of Texas System on the \_\_\_\_ day of \_\_\_\_\_, 1992, and that the person whose signature appears above **is** authorized to execute such Agreement on behalf of said Board.

\_\_\_\_\_  
Arthur H. Dilly  
Executive Secretary  
Board of Regents of  
The University of Texas System

9. U. T. Austin: Acceptance of Gifts from Various Donors and Accumulated Interest from the College of Engineering Challenge Grant; Establishment of the Engineering Foundation Endowed Faculty Fellowship in Engineering in the College of Engineering; and Eligibility for Matching Funds Under The Regents' Endowment Program.--The Board accepted \$29,072 in gifts from various donors and \$9,712.50 in accumulated interest from the College of Engineering Challenge Grant for a total of \$38,784.50 and established the Engineering Foundation Endowed Faculty Fellowship in Engineering in the College of Engineering at The University of Texas at Austin.

Further, \$32,143.50 will be allocated from the College of Engineering Challenge Grant received from an anonymous donor and will be used to increase the endowment to a total of \$70,928.

Additionally, \$29,072 in matching funds will be allocated under The Regents' Endowment Program and will be used to increase the endowment to a total of \$100,000.

10. U. T. Austin: Acceptance of Gift from the Texas Law Review Association, Austin, Texas, and Pledge from The University of Texas Law School Foundation and Establishment of the Professor William W. Gibson, Jr. Endowed Presidential Scholarship in Law in the School of Law.-- Authorization was given to accept a \$12,500 gift from the Texas Law Review Association, Austin, Texas, and a \$12,500 pledge, payable by August 31, 1992, from The University of Texas Law School Foundation for a total of \$25,000 and to establish the Professor William W. Gibson, Jr. Endowed Presidential Scholarship in Law in the School of Law at The University of Texas at Austin.

Income earned from the endowment will be used to award scholarships to law students selected at the discretion of the Dean of the School of Law or the Dean's designee, based on merit or need, with preference given to members of the Texas Law Review Editorial Board.

11. U. T. Austin: Acceptance of Bequest from the Estate of Kathryn Gurley, Austin, Texas; Establishment of The Kathryn Gurley Scholarship Endowment in the School of Nursing; and Eligibility for Matching Funds Under The Regents' Endowment Program.--The Board, upon recommendation of the Asset Management Committee, accepted a bequest of twenty percent of the residue of the Estate of Kathryn Gurley, Austin, Texas, with a value of approximately \$330,000, and established The Kathryn Gurley Scholarship Endowment in the School of Nursing at The University of Texas at Austin.

Further, \$27,500 in matching funds will be allocated under The Regents' Endowment Program and will be used to increase the endowment to a total of \$357,500.

Income earned from the endowment will be used to provide financial aid scholarships for nursing students.

12. U. T. Austin: Acceptance of Gift from the Texas Law Review Association, Austin, Texas, and Pledge from The University of Texas Law School Foundation and Establishment of the Dean Ira P. Hildebrand Endowed Presidential Scholarship in Law in the School of Law.--Upon recommendation of the Asset Management Committee, the Board accepted a \$12,500 gift from the Texas Law Review Association, Austin, Texas, and a \$12,500 pledge, payable by August 31, 1992, from The University of Texas Law School Foundation for a total of \$25,000 and established the Dean Ira P. Hildebrand Endowed Presidential Scholarship in Law in the School of Law at The University of Texas at Austin.

Income earned from the endowment will be used to award scholarships to law students selected at the discretion of the Dean of the School of Law or the Dean's designee, based on merit or need, with preference given to members of the Texas Law Review Editorial Board.

13. U. T. Austin: Approval to Accept Gifts and Pledges from Various Donors for Addition to the Lectureship for the Faculty Seminar on British Studies in the College of Liberal Arts and Eligibility for Matching Funds Under The Regents' Endowment Program.--Approval was given to accept \$60,717 in gifts and \$35,915 in pledges, payable by August 31, 1995, from various donors for a total of \$96,632 for addition to the Lectureship for the Faculty Seminar on British Studies in the College of Liberal Arts at The University of Texas at Austin.

Further, \$48,316 in matching funds will be allocated under The Regents' Endowment Program and will be used to increase the endowment to a total of \$305,248.

14. U. T. Austin: Acceptance of Gift from The Limited Editions Club, New York, New York; Establishment of The Limited Editions Club Endowment for the Harry Ransom Humanities Research Center; and Eligibility for Matching Funds Under The Regents' Endowment Program.--The Asset Management Committee recommended and the Board accepted a \$25,000 gift from The Limited Editions Club, New York, New York, and established The Limited Editions Club Endowment for the Harry Ransom Humanities Research Center at The University of Texas at Austin.

Further, \$12,500 in matching funds will be allocated under The Regents' Endowment Program and will be used to increase the endowment to a total of \$37,500.

Income earned from the endowment will be used to support research initiatives, including research fellows, visiting lecturers, and partial support of conferences at the Harry Ransom Humanities Research Center.

15. U. T. Austin: Acceptance of Gifts from Various Donors and Establishment of the Adele Lorusso Memorial Scholarship Fund in the School of Social Work.--The Board accepted \$10,000 in gifts from various donors and established the Adele Lorusso Memorial Scholarship Fund in the School of Social Work at The University of Texas at Austin.

Income earned from the endowment will be used to award scholarships to social work students selected at the discretion of the Dean of the School of Social Work, based on merit or need.

16. U. T. Austin: Acceptance of Gifts from Mrs. Hazel Ransom, Austin, Texas, and Various Donors; Establishment of the Ransom Collection Development Endowment for Modern Literature for the Harry Ransom Humanities Research Center; and Eligibility for Matching Funds Under The Regents' Endowment Program.--Upon recommendation of the Asset Management Committee, the Board accepted a \$10,000 gift from Mrs. Hazel Ransom, Austin, Texas, and \$15,000 in gifts from various donors for a total of \$25,000 and established the Ransom Collection Development Endowment for Modern Literature for the Harry Ransom Humanities Research Center at The University of Texas at Austin.

Further, \$12,500 in matching funds will be allocated under The Regents' Endowment Program and will be used to increase the endowment to a total of \$37,500.

Income earned from the endowment will be used to assist with the long-term goal of enrichment of the twentieth century literary collections at the Harry Ransom Humanities Research Center.

17. U. T. Austin: Approval to Accept Gifts from The Headliners Foundation of Texas, Inc., Austin, Texas, and Various Donors; Establishment of the Joe Roddy, Jr. Headliners Foundation Scholarship in Broadcast News in the College of Communication; and Eligibility for Matching Funds Under The Regents' Endowment Program.--Approval was given to accept a \$12,150 gift from The Headliners Foundation of Texas, Inc., Austin, Texas, and \$12,850 in gifts from various donors for a total of \$25,000 and to establish the Joe Roddy, Jr. Headliners Foundation Scholarship in Broadcast News in the Department of Journalism, College of Communication, at The University of Texas at Austin.

Further, \$12,500 in matching funds will be allocated under The Regents' Endowment Program and will be used to increase the endowment to a total of \$37,500.

Income earned from the endowment will be used for scholarship awards to regularly enrolled undergraduate students who have been admitted to the broadcast news sequence in the Department of Journalism.

18. U. T. Austin: Acceptance of Gift from the Texas Law Review Association, Austin, Texas, and Pledge from The University of Texas Law School Foundation and Establishment of the Dean John F. Sutton, Jr. Endowed Presidential Scholarship in Law in the School of Law.--The Board, upon recommendation of the Asset Management Committee, accepted a \$12,500 gift from the Texas Law Review Association, Austin, Texas, and a \$12,500 pledge, payable by August 31, 1992, from The University of Texas Law School Foundation for a total of \$25,000 and established the Dean John F. Sutton, Jr. Endowed Presidential Scholarship in Law in the School of Law at The University of Texas at Austin.

Income earned from the endowment will be used to award scholarships to law students selected at the discretion of the Dean of the School of Law or the Dean's designee, based on merit or need, with preference given to members of the Texas Law Review Editorial Board.

19. U. T. Austin: Albert W. and Alice M. Weeks Centennial Professorship in Geological Sciences in the College of Natural Sciences - Authorization to Accept Trust Distribution from the Albert W. Weeks Trust, Philadelphia, Pennsylvania, Transfer of Funds, and to Establish the Albert W. and Alice M. Weeks Fund in Geology in the College of Natural Sciences.--Authorization was given to accept a \$353,512 distribution from the Albert W. Weeks Trust, Philadelphia, Pennsylvania, and to establish the Albert W. and Alice M. Weeks Fund in Geology in the Department of Geological Sciences, College of Natural Sciences, at The University of Texas at Austin.

In compliance with the "Agreement Between Albert W. Weeks and The University of Texas at Austin to Establish the Albert W. Weeks and Alice M. Weeks Fund and/or Professorship in the Department of Geological Sciences" dated December 27, 1978, \$14,295.20 was transferred from the Albert W. and Alice M. Weeks Centennial Professorship in Geological Sciences in the College of Natural Sciences at U. T. Austin to the Albert W. and Alice M. Weeks Fund in Geology.

Income earned from the endowment will be used to provide financial assistance for Geology students, graduate or undergraduate, in the form of fellowships, scholarships, or loans.

20. U. T. Austin: Redesignation of the Winstead, McGuire, Sechrest & Minick Faculty Fellowship in Law in the School of Law as the Winstead Sechrest & Minick P.C. Faculty Fellowship in Law.--In accordance with the donor's request to reflect the law firm's current name, the Board redesignated the Winstead, McGuire, Sechrest & Minick Faculty Fellowship in Law in the School of Law at The University of Texas at Austin as the Winstead Sechrest & Minick P.C. Faculty Fellowship in Law.

21. U. T. Austin: Approval to Allocate Matching Funds Under The Regents' Endowment Program for Addition to Six Endowed Academic Positions in the School of Law.--The Board allocated matching funds totalling \$231,000 under The Regents' Endowment Program for a previously accepted bequest and increased the endowment principal of six existing academic positions in the School of Law at The University of Texas at Austin as follows:

<u>Endowment and Date of Establishment</u>	<u>Amount</u>
Anne Green Regents Chair established 6/17/83	\$42,500
Andrews & Kurth Centennial Professorship in Law established 2/11/83	1,500
Arnold, White & Durkee Cen- tennial Professorship in Law established 8/11/83	67,000
Tiny Gooch Centennial Profes- sorship in Trial Practice established 8/13/82	10,000

Endowment and Date of  
Establishment

Amount

Thos. H. Law Centennial Profes- \$65,000  
sorship in Law  
established 6/17/83

Stanley D. and Sandra Rosenberg 45,000  
Centennial Professorship in  
Property Law  
established 2/11/83

22. U. T. Dallas: Acceptance of Gifts from the Excellence in Education Foundation, Dallas, Texas, and Establishment of the Excellence in Education Scholarship Endowment.--Upon recommendation of the Asset Management Committee, the Board accepted with appreciation a gift of \$650,000 paid in May 1992 and an additional gift of from \$10,000 to \$30,000 to be paid in June 1992 all from the Excellence in Education Foundation, Dallas, Texas, to establish the Excellence in Education Scholarship Endowment at The University of Texas at Dallas pursuant to the provisions and conditions of the "Grant Establishing Permanent Endowment," dated October 25, 1991, accepted by President Rutford and Chairman Beecherl on December 5, 1991.

Income earned from the Excellence in Education Scholarship Endowment will be used to support scholarship grants based on merit to specified undergraduate students enrolled in the Erik Jonsson School of Engineering and Computer Science or the School of Natural Sciences and Mathematics at U. T. Dallas, as provided in said Grant.

Previous gifts of \$5,050,000 to establish nine endowments as specified in the Grant and subject to its provisions and conditions and a 76.3553 acre tract of land, subject to the provisions and conditions of the Deed of Gift dated July 19, 1991, as recorded in Volume 91144, Pages 814-820 of the Deed Records, Dallas County, Texas, were accepted at the February 13, 1992 meeting of the U. T. Board of Regents.

The Excellence in Education Foundation, Dallas, Texas, was established in August 1969 by Mr. Erik Jonsson, Mr. Cecil H. Green, and the late Mr. Eugene McDermott. These individuals, who were business partners and co-founders of Texas Instruments, Inc., Dallas, Texas, have been major supporters of and contributors to U. T. Dallas, The University of Texas Southwestern Medical Center at Dallas, and other components of The University of Texas System for many years. This gift is related to the voluntary dissolution of the Foundation.

23. U. T. El Paso: Acceptance of Gifts from the El Paso Chapter - Data Processing Management Association, El Paso, Texas, and Establishment of the El Paso Chapter - Data Processing Management Association Scholarship Fund.--The Asset Management Committee recommended and the Board accepted \$10,000 in gifts from the El Paso Chapter - Data Processing Management Association, El Paso, Texas, and established the El Paso Chapter - Data Processing Management Association Scholarship Fund at The University of Texas at El Paso.

One-half of the income earned from the endowment will be used to award an annual academic scholarship to a graduating senior in the College of Business Administration, with preference given to a student majoring in Computer Information Systems. The remaining one-half of income earned will be reinvested in the corpus of the endowment.

24. U. T. El Paso: Acceptance of Gift from the Lanward Foundation, El Paso, Texas, and Establishment of the Lanward Foundation Endowed Scholarship Fund in Honor of Nesa Azar.--Approval was given to accept a \$10,000 gift from the Lanward Foundation, El Paso, Texas, and to establish the Lanward Foundation Endowed Scholarship Fund in Honor of Nesa Azar at The University of Texas at El Paso.

Income earned from the endowment will be used to award an annual scholarship to an undergraduate student pursuing a degree in either Business, Engineering, or Science.

25. U. T. El Paso: Acceptance of Gift of a 1,280 Surface Acre Tract of Land Located in G.C. & S.F. Ry. Co. Survey Lands, in Hudspeth County, Texas, from The Allar Company, Inc., Graham, Texas, for Unrestricted Use.--The Board, upon recommendation of the Asset Management Committee, accepted an unrestricted gift of a 1,280 surface acre tract of land located in the G.C. & S.F. Ry. Co. Survey Lands, being Section 20, Abstract 5906 and Section 46, Abstract 5912, Block 3, Hudspeth County, Texas, with an appraised value of \$42,200, from The Allar Company, Inc., Graham, Texas, for the benefit of The University of Texas at El Paso.

These two sections are located within the boundaries of another U. T. El Paso endowment property consisting of 38,877 acres and known as the Cotton Ranch. With the acceptance of these two sections, the overall value of the Cotton Ranch will be increased due to the assemblage of the outlots. The Cotton Ranch is currently used for research and teaching purposes.

26. U. T. Tyler: Acceptance of Additional Gift and Pledge from Mrs. Rosalis Montgomery, Tyler, Texas, and Corporate Matching Funds from the Exxon Education Foundation, Irving, Texas, for Addition to the James Robert and Rosalis Montgomery Endowed Academic Scholarship and Redesignation as The James Robert and Rosalis Montgomery Endowed Presidential Scholarship.--In accordance with the donor's request, the Board accepted a \$230 gift and a \$1,978.50 pledge, payable by June 30, 1993, from Mrs. Rosalis Montgomery, Tyler, Texas, and \$12,750 in corporate matching funds from the Exxon Education Foundation, Irving, Texas, for a total of \$14,958.50 for addition to the James Robert and Rosalis Montgomery Endowed Academic Scholarship at The University of Texas at Tyler. These contributions will increase the endowment to a total of \$25,000 and the Scholarship was redesignated as The James Robert and Rosalis Montgomery Endowed Presidential Scholarship.

27. U. T. Southwestern Medical Center - Dallas: Acceptance of Gifts from the Southwestern Ball, Dallas, Texas, Houston Endowment Inc., Houston, Texas, Exxon Corporation, Irving, Texas, NCH Corporation, Irving, Texas, and Various Donors; Allocation of Funds from the Private Fund Development Campaign Challenge Fund; and Establishment of the Nerve Regeneration Endowment Fund No. 2.--Upon recommendation of the Asset Management Committee, the Board accepted gifts totalling \$500,000 from the following donors and established the Nerve Regeneration Endowment Fund No. 2 at The University of Texas Southwestern Medical Center at Dallas:

<u>Donor</u>	<u>Gift</u>
Southwestern Ball, Dallas	\$442,000 in proceeds
Houston Endowment Inc., Houston	25,000
Exxon Corporation, Irving	20,000
NCH Corporation, Irving	10,000
Various Donors	3,000

Further, \$500,000 will be allocated from the Private Fund Development Campaign Challenge Fund received from an anonymous donor and will be used to increase the endowment to a total of \$1,000,000.

Income earned from the endowment will be used to support basic research related to nerve growth, function, and regeneration.

28. U. T. Southwestern Medical Center - Dallas: Acceptance of Gift and Pledge from the Children's Cancer Fund of Dallas, Inc., Dallas, Texas, and Establishment of the Pediatric Oncology Fund.--The Asset Management Committee recommended and the Board accepted a \$100,000 gift and a \$50,000 pledge, payable by December 31, 1992, from the Children's Cancer Fund of Dallas, Inc., Dallas, Texas, for a total of \$150,000 and established an endowment at The University of Texas Southwestern Medical Center at Dallas to be named the Pediatric Oncology Fund.

Income earned from the endowment will be used to support oncology research in the Department of Pediatrics.

29. U. T. Health Science Center - San Antonio: Authorization to Accept Bequest from the Estate of Hyman A. Balbos, San Antonio, Texas, and to Establish the Hyman A. Balbos Memorial Scholarship Fund.--Authorization was given to accept a bequest of the residue of the Estate of Hyman A. Balbos, San Antonio, Texas, valued at approximately \$30,000, and to establish the Hyman A. Balbos Memorial Scholarship Fund in the U. T. Medical School - San Antonio at The University of Texas Health Science Center at San Antonio.

Income earned from the endowment will be used to provide scholarships to deserving students who have been accepted into the U. T. Medical School - San Antonio and qualify for financial aid.

30. U. T. Health Science Center - San Antonio: Acceptance of Bequest from the Estate of Marie Schmid, San Antonio, Texas.--The Board accepted a \$2,735.22 distribution from the Estate of Marie Schmid, San Antonio, Texas, to be used for cancer research at The University of Texas Health Science Center at San Antonio.
  
31. U. T. M.D. Anderson Cancer Center: Acceptance of Bequest from the Estate of Mary Sue Daniel, Houston, Texas.--Upon recommendation of the Asset Management Committee, the Board accepted a promissory note from the Estate of Mary Sue Daniel, Houston, Texas, valued at \$35,711.19 for unrestricted purposes at The University of Texas M.D. Anderson Cancer Center.
  
32. U. T. M.D. Anderson Cancer Center: Acceptance of Bequest from the Estate of Helen T. Hawkins, Williamson County, Texas, and Establishment of the N. G. and Helen T. Hawkins Memorial Cancer Research Fund.--Approval was given to accept a one-fifth interest in the residue of the Estate of Helen T. Hawkins, Williamson County, Texas, with a value of approximately \$358,000 and to establish an endowment at The University of Texas M.D. Anderson Cancer Center to be named the N. G. and Helen T. Hawkins Memorial Cancer Research Fund.

Income earned from the endowment will be used to advance the knowledge regarding cancer diseases and to support research projects on such disease or diseases which will promote the treatment and/or cure of such disease.

### III. INTELLECTUAL PROPERTY MATTERS

1. U. T. Board of Regents - Regents' Rules and Regulations, Part Two: Approval to Amend Chapter V, Subsection 2.4 (Intellectual Property Policy) and to Renumber and Redesignate Subsection 2.4 as Chapter XII.--In order to emphasize the continuing importance of the development and management of intellectual property and to clarify certain terms and conditions of the existing policy, Subsection 2.4 (Intellectual Property Policy) of Chapter V, Part Two of the Regents' Rules and Regulations was amended to read as set forth on Pages 158 - 166 and renumbered and redesignated as Chapter XII of Part Two thereby deleting present Subsection 2.4 of Chapter V in its entirety.

## CHAPTER XII

### INTELLECTUAL PROPERTY

Sec. 1. Philosophy and Objectives.--While the discovery of patentable processes or inventions and the creation of other intellectual property is not the primary objective of the System, for any such discoveries or creations, it is the objective of the Board to provide an intellectual property policy that will encourage the development of inventions and other intellectual creations for the best interest of the public, the creator, and the research sponsor, if any, and that will permit the timely protection and disclosure of such intellectual property whether by development and commercialization after securing available protection for the creation, by publication, or both. The policy is further intended to protect the respective interests of all concerned by ensuring that the benefits of such property accrue to the public, to the inventor, to the System and to sponsors of specific research in varying degrees of protection, monetary return and recognition, as circumstances justify or require. Each component institution may develop in its Handbook of Operating Procedures additional policies and rules covering the subject matter of this Section not inconsistent with this Section or other policies or procedures adopted by the Board.

Sec. 2. General Policy.

- 2.1 The intellectual property policy shall apply to all persons employed by the U. T. System and the component institutions of the System, to anyone using System facilities under the supervision of System personnel, to candidates for masters and doctoral degrees, and to post-doctoral and predoctoral fellows.
- 2.2 Except for intellectual property included in Subsections 2.3 and 2.4, this policy shall apply to and the Board may assert ownership in intellectual property of all types (including, but not limited to, any invention, discovery, trade secret, technology, scientific or technological development, and computer software) regardless of whether subject to protection under patent, trademark, copyright, or other laws.
- 2.3 The Board will not assert an interest in faculty produced textbooks, scholarly writing, art works, musical compositions and dramatic and non-dramatic literary works that are related to the faculty member's professional field unless such work is commissioned by the System or a component institution of the System or is a work for hire pursuant to Subsection 2.4.
- 2.4 The Board shall have sole ownership of all intellectual property that it commissions or that is produced as a work for hire for the System or a component institution of the System. Except as may be provided otherwise in a written agreement approved by the chief administrative officer of the component institution

and the Chancellor, the provisions of Subdivision 5.23 relating to division of royalties shall not apply to intellectual property owned solely by the Board pursuant to this Subsection 2.4.

- 2.5 Any person who as a result of his or her activities creates intellectual property that is subject to this Policy, other than on government or other sponsored research projects where the grant agreements provide otherwise, should have a major role in the ultimate determination of how it is to be made public, whether by publication, by development and commercialization after securing available protection for the creation, or both.
- 2.6 The System, with the cooperation of the component institution, will provide review and management services for patentable inventions as well as other intellectual property either by its own staff, through a related foundation, or by other means.
- 2.7 It is a basic policy of the System that intellectual property be developed primarily to serve the public interest. This objective usually will require development and commercialization by exclusive licensing, but the public interest may best be promoted by the granting of nonexclusive licenses for the period of the patent. These determinations will be recommended and made in accordance with the administrative procedures hereinafter set out and with the approval of the Board.

Sec. 3. Institutional Intellectual Property Advisory Committees, Office of General Counsel, and Office of Asset Management.

- 3.1 Intellectual Property Advisory Committees.--To help administer the intellectual property policy at each component institution and to make recommendations to chief administrative officers for further referral to the System Administration and the Board (in those cases when action by the System Administration and/or the Board is required), Institutional Intellectual Property Advisory Committees may be established. Each institution at its option may use the term "Patent Advisory Committee" in lieu of "Intellectual Property Advisory Committee."
- 3.2 Office of General Counsel.--The Office of General Counsel will have responsibility for all legal matters relating to intellectual property and will assist component institutions with respect to such matters. Among other responsibilities, the Office of General Counsel will secure protection for intellectual property when appropriate and will police infringements; maintain central databases and files of patent applications, issued patents, copyrights, licenses and agreements; coordinate with component institutions in negotiating and preparing license and other

agreements; review and approve as to form all agreements relating to intellectual property; and coordinate with and cooperate with the Office of Asset Management in all such matters.

- 3.3 Office of Asset Management.--The Office of Asset Management will assist component institutions in business and financial matters relating to intellectual property; coordinate with component institutions in evaluating royalty and/or equity transactions and review and approve agreements relating to equity transactions; represent System on boards of directors of entities in which the Board holds equity and the right to a board position; serve as a repository for certificates of shares in entities in which the Board holds equity and represent the System's interest with respect thereto; and coordinate with and cooperate with the Office of General Counsel in all such matters.

Sec. 4. Classification of Discoveries by Source of Support.

- 4.1 Intellectual property that is unrelated to the individual's employment responsibility and has been developed as a result of the individual's efforts on his or her own time with no System support or use of System's facilities.
- 4.2 Intellectual property that is related to the individual's employment responsibility, or has resulted either from activities performed by the individual on System time, or with support by state funds, or from using System facilities.
- 4.3 Intellectual property that has resulted from research supported by a grant or contract with the Federal Government or an agency thereof, a nonprofit or for profit nongovernmental entity or by a private gift to the System.

Sec. 5. Property Rights and Obligations.

- 5.1 Intellectual property unrelated to the individual's employment responsibility that is developed on an individual's own time and without System support or use of System facilities (see Subsection 4.1) is the exclusive property of the creator and the System has no interest in any such property and no claim to any profits resulting therefrom. Should the creator choose to offer the creation to the System, the chief administrative officer shall recommend whether the System should support and finance a patent application or other available protective measures and manage the development and commercialization of the property. If the creator makes the offer after obtaining a patent or other protection, the chief administrative officer shall recommend whether the System should reimburse the creator for expenses in obtaining such protection. If the chief administrative officer so recommends and the creation is accepted for management by the System, the procedures to be followed and the rights of the parties shall be those set out in Subdivision 5.23.

- 5.2 Intellectual property either related to the individual's employment responsibility, or resulting from activities performed on System time, or with support by state funds, or from using System facilities is subject to ownership by the Board. (See Subsection 2.2.)
- 5.21 Before intellectual property covered by Subsection 4.2 is disclosed either to the public or for commercial purposes, and before publishing same, the creator shall submit a reasonably complete and detailed disclosure of such intellectual property to the chief administrative officer of the creator's institution for determination of the System's interest. A component institution may establish guidelines in its Handbook of Operating Procedures for submitting different categories of intellectual property to its Institutional Intellectual Property Advisory Committee and procedures to be followed by the Institutional Intellectual Property Advisory Committee in reviewing and evaluating such submissions. Such guidelines and procedures shall be consistent with this policy and shall be subject to approval as a part of the institutional Handbook. In those instances, however, where delay would jeopardize obtaining the appropriate protection for the property, the creator may request the approval of the chief administrative officer and the Office of General Counsel, to file a patent application or take other steps to obtain available protection prior to the administrative review provided in the following two subdivisions. If the request is granted, the creator may proceed with the filing of a patent application or other available protective measures pending the determination of the System's interest; provided, however, that the creator shall be reimbursed for reasonable expenses in filing the patent application or taking other steps to obtain protection if the decision of the System is to assert and exploit its interests. Either the Chairman of the Institutional Intellectual Property Advisory Committee or the chief administrative officer shall notify the Office of General Counsel of any such application.
- 5.22 If the chief administrative officer recommends that the System not assert and exploit its interest, and that recommendation is approved by the Office of General Counsel and the appropriate Executive Vice Chancellor, the creator shall be notified within one hundred eighty (180) days of the date of submission that he or she is free to obtain and exploit a patent or other intellectual property protection in his or her own right and the System shall not have any further rights, obligations or duties with respect thereto except that,

in some instances the System may elect to impose certain limitations or obligations or retain income rights, dependent upon the degree of System support involved in the creation of such property.

- 5.23 With respect to intellectual property in which the System asserts an interest, the Office of General Counsel in consultation with the chief administrative officer (or his/her designee) shall decide how, when, and where the intellectual property is to be protected. If the System decides to patent or seek other available protection for such intellectual property, it may proceed either through its own efforts or those of an appropriate private firm or attorney to obtain protection and manage the intellectual property. Under appropriate circumstances, and with the consent of the Vice Chancellor and General Counsel and the approval of the Attorney General, component institutions may arrange to have services to obtain protection for intellectual property performed by a local outside attorney on a case-by-case basis. It shall be mandatory for all employees, academic and nonacademic, to assign the rights to intellectual property and patents to the Board when such creations fall within Subsection 5.2. In those instances where the System licenses rights in intellectual property to third parties, the costs of licensing and obtaining a patent or other protection for the property on behalf of the Board shall first be recaptured from any royalties received by the System, and the remainder of such royalty income (including license fees, prepaid royalties and minimum royalties) shall be divided as follows:

50% to creator  
50% to System.

With the prior approval of the Board as an agenda item, a component institution may include provisions in its Handbook of Operating Procedures to adjust the allocation of royalties set forth herein, but in no event shall the creator receive more than 50% or less than 25% of such proceeds. The division of royalties from patents or other intellectual property managed by an intellectual property management concern will be controlled by the terms of the System's agreement with such concern, as approved by the Board. Any other deviation from this rule requires the prior approval of the Board.

- 5.3 Intellectual property resulting from research supported by a grant or contract with the Federal Government, or an agency thereof, with a nonprofit or for profit nongovernmental entity, or by a private gift or grant to the System shall be subject to ownership by the Board. (See Subsection 4.3.)

- 5.31 Administrative approval of application requests to, and acceptance of grants or contracts with, the Federal Government or any agency thereof, with a nonprofit or for profit nongovernmental entity, or a private donor that contain provisions that are inconsistent with this policy, or other policies and guidelines adopted by the Board from time to time imply a decision that the value to the System of receiving the grant or performing the contract outweighs the impact of any nonconforming provisions of the grant or contract on the intellectual property policies and guidelines of the System.
- 5.32 The intellectual property policies and guidelines of the System are subject to, and thus amended and superseded by, the specific terms pertaining to intellectual property rights included in federal grants and contracts, or grants and contracts with nonprofit and for profit nongovernmental entities or private donors, to the extent of any conflict.
- 5.33 In those instances where it is possible to negotiate System-wide intellectual property agreements with the federal agencies or nonprofit and for profit nongovernmental entities or private donors and thereby obtain more favorable treatment for the creator and the System, every effort will be made to do so with the cooperation and concurrence of the Office of General Counsel after consultation with the institutional chief administrative officer.
- 5.34 Employees of the System whose intellectual property creations result from a grant or contract with the Federal Government, or any agency thereof, with a nonprofit or for profit nongovernmental entity, or by private gift to the System shall make such assignment of such creations as is necessary in each case in order that the System may discharge its obligation, expressed or implied, under the particular agreement.
- 5.35 In the event that two or more persons are entitled to share royalty income pursuant to Subdivision 5.23 (or equity pursuant to Section 6) and such persons cannot agree on an appropriate sharing arrangement as evidenced by a clear and unequivocal written agreement transmitted to the Office of General Counsel, that portion of the royalty income to which the creators are entitled under this Policy will be distributed to such persons in such portions as the institutional chief administrative officer or, in the event that the creators are located at two or more component institutions within the System, the Chancellor may deem appropriate under the circumstances and such decision shall be binding on the creators.

5.36 A decision by the System to seek patent or other available protection for intellectual property covered by Subsection 5.2 shall not obligate System to pursue such protection in all national jurisdictions. The System's decision relating to the geographical scope and duration of such protection shall be final.

Sec. 6. Equity Interests.

- 6.1 In agreements with business entities relating to rights in intellectual property owned by the Board, the System may receive equity interests as partial or total compensation for the rights conveyed. In any such instance, the component institution where the intellectual property was created may elect, at its option and with the concurrence of the Chancellor, to share an equity interest with the creator(s) in the same manner as royalties are shared pursuant to Subdivision 5.23.
- 6.2 Consistent with Section 51.912, Texas Education Code, and subject to review and approval by the chief administrative officer of the component institution, the appropriate Executive Vice Chancellor, the Chancellor and the Board, employees of the System who conceive, create, discover, invent or develop intellectual property may hold an equity interest in a business entity that has an agreement with the System relating to the research, development, licensing or exploitation of that intellectual property.
- 6.3 The System may negotiate, but shall not be obligated to negotiate, an equity interest on behalf of any employee as a part of an agreement between the System and a business entity relating to intellectual property conceived, created, discovered, invented, or developed by the employee and owned by the Board.
- 6.4 Dividend income and income from the sale or disposition of equity interests held by the Board pursuant to agreements relating to intellectual property shall belong to the System and shall be distributed in accordance with the provisions of Section 10.
- 6.5 Dividend income and income from the sale or disposition of an equity interest held by a System employee pursuant to an agreement between the System and a business entity relating to rights in intellectual property conceived, created, discovered, invented or developed by such employee shall belong to the employee.

Sec. 7. Business Participation.

- 7.1 Any System employee who conceives, creates, discovers, invents or develops intellectual property shall not serve as a member of the board of directors or other governing board or as an officer or an employee (other than as a

consultant) of a business entity that has an agreement with the System relating to the research, development, licensing, or exploitation of that intellectual property without prior review and approval by the chief administrative officer of the component institution, the Chancellor and the Board as an agenda item.

- 7.2 When requested and authorized by the Board, an employee may serve on behalf of the Board as a member of the board of directors or other governing board of a business entity that has an agreement with the System relating to the research, development, licensing or exploitation of intellectual property.

Sec. 8. Reporting.

- 8.1 Any employee covered by Subsections 6.2, 7.1, or 7.2 shall report in writing to the chief administrative officer of the component institution, or to such other person as may be designated by the chief administrative officer, the name of any business entity as referred to therein in which the person has an interest or for which the person serves as a director, officer or employee and shall be responsible for submitting a revised written report upon any change in the interest or position held by such person in such business entity. These reports shall be accumulated in the office of the chief administrative officer or designee and then forwarded to the appropriate Executive Vice Chancellor by September 1 of each year so that the Chancellor may file a report with the Board at its October meeting. After the report has been approved by the Board, the Chancellor shall prepare the report to the Governor and the Legislature required by Section 51.912(c), Texas Education Code.

Sec. 9. Approval of and Execution of Legal Documents Relating to Rights in Intellectual Property.

- 9.1 Documents relating to rights in intellectual property shall ordinarily be approved by the Board on the institutional docket following review by the Office of General Counsel and approval by the chief administrative officer of the component institution, the appropriate Executive Vice Chancellor and the Chancellor.
- 9.2 Any document altering substantially the basic intellectual property policy of the System as set out in the preceding Sections and other policies and guidelines that may be adopted by the Board shall have the advance approval of the chief administrative officer, the appropriate Executive Vice Chancellor, the Chancellor, and the Board as an agenda item. Such an alteration in a sponsored research agreement shall not be considered substantial and may be approved by the Board on the institutional docket if, in the judgment of the chief administrative officer and with the concurrence of

the appropriate Executive Vice Chancellor, the benefits from the level of funding for the proposed research and/or other consideration from the sponsor outweigh any potential disadvantage that may result from the policy deviation.

- 9.3 The Chancellor, the appropriate Executive Vice Chancellor, the Vice Chancellor and General Counsel or the Vice Chancellor for Asset Management may execute, on behalf of the Board, legal documents relating to the Board's rights in intellectual property, including, but not limited to, declarations, affidavits, powers of attorney, disclaimers, and other such documents relating to patent applications and patents; applications, declarations, affidavits, affidavits of use, powers of attorney, and other such documents relating to trademarks; applications for registration of and other such documents relating to copyrights; and license and assignment documents approved by the Board pursuant to Subsections 9.1 or 9.2.

Sec. 10. Income from Intellectual Property.

- 10.1 The portion of the net income the System retains from royalties and any other intellectual property-related income shall be used by the component institutions where the income-producing creation originated for research and other purposes approved by the Board in accordance with standard budgetary policies. At the option of a component institution, such income may be accumulated in an endowment fund administered by the Office of Asset Management with the income to be distributed to the component institution for such purposes as may be approved by the Board.
- 10.2 With the prior written approval of the chief administrative officer of the component institution, future royalties payable to a faculty member pursuant to Subdivision 5.23 may be assigned to the component institution by the faculty member and designated for use in research to be conducted by such faculty member.

Sec. 11. Implementation of Intellectual Property Policy.--  
The Office of General Counsel shall prepare and distribute to the component institutions such model agreements and recommended procedures as may be considered appropriate for the implementation of the provisions of this policy as well as other policies and guidelines adopted by the Board.

Sec. 12. Construction of Documents.--Unless otherwise required by law or the Regents' Rules and Regulations, each intellectual property agreement approved hereunder shall be construed in accordance with the Intellectual Property Policy in existence as of its approval date.

2. U. T. Austin: Approval of a Patent and Technology License Agreement with Pegas Pharmaceuticals, Inc. (Pegas), Menlo Park, California, and Authorization for Dr. Jeffrey A. Hubbell to Acquire Equity in Pegas Pharmaceuticals, Inc.--The Board, upon recommendation of the Asset Management Committee:
- a. Approved the Patent and Technology License Agreement set out on Pages 168 - 194 by and between the U. T. Board of Regents, for and on behalf of The University of Texas at Austin, and Pegas Pharmaceuticals, Inc., Menlo Park, California, for the licensing of inventions and technology relating to photopolymerizable, biodegradable hydrogels as tissue contracting materials and controlled-release carriers created by Dr. Jeffrey A. Hubbell, Professor in the Department of Chemical Engineering at U. T. Austin
  - b. Authorized Professor Hubbell's acquisition of equity in Pegas Pharmaceuticals, Inc. pursuant to Section 51.912, Texas Education Code, and the U. T. System Intellectual Property Policy as contained in the Regents' Rules and Regulations.

Pegas Pharmaceuticals, Inc. (Pegas) is a Delaware corporation with principal offices in Menlo Park, California. The license agreement grants Pegas a royalty-bearing, exclusive, worldwide license to manufacture, have manufactured, use and sell photopolymerizable, biodegradable hydrogel compositions for treatment of certain human medical conditions subject of pending United States Patent Application No. 07/843485 filed February 28, 1992. Pegas will pay a license fee, milestone payments based on certain benchmarks, sublicense fees, and running royalties of two percent (2%) of net sales.

The terms and conditions of the license agreement are consistent with the Intellectual Property Policy of The University of Texas System. In addition to Dr. Hubbell's acquisition of equity in Pegas, he will be employed as a research scientist for Pegas during a leave of absence without pay from U. T. Austin for the 1992-93 academic year.

PATENT AND TECHNOLOGY LICENSE AGREEMENT

THIS PATENT AND TECHNOLOGY LICENSE AGREEMENT ("LICENSE 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**, on **behalf** of THE UNIVERSITY OF TEXAS AT AUSTIN ("UNIVERSITY"), which is a **component** institution of SYSTEM, and **PEGAS PHARMACEUTICALS, INC.**, a **corporation** duly organized and existing **under** the laws of **Delaware**, whose address is 2200 Sand Hill Road, Menlo Park, California 94025 ("LICENSEE").

W I T N E S S E T H :

Whereas BOARD owns certain PATENT RIGHTS and TECHNOLOGY RIGHTS related to LICENSED SUBJECT **MATTER** which were developed at UNIVERSITY prior to the effective date of this LICENSE **AGREEMENT** and, in addition, may be developed at UNIVERSITY pursuant to the RESEARCH AGREEMENT;

Whereas BOARD desires to have the LICENSED SUBJECT MATTER developed and used for the benefit of LICENSEE, the inventor(s), BOARD, and the public as outlined in the Intellectual Property Policy promulgated by the BOARD; and

Whereas LICENSEE 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

This LICENSE AGREEMENT shall be effective as of June 11, 1992 ("EFFECTIVE DATE"), subject to approval by BOARD.

II. DEFINITIONS

As used in this LICENSE AGREEMENT, the following terms shall have the meanings indicated:

2.1 "**LICENSED FIELD**" shall mean treatment of any medical condition of humans including without limitation treatment of post-surgical adhesions and other fibrosis or scarring conditions, treatment by means of leave-behind materials after open and other less invasive surgical procedures (such as localized drug delivery vehicles, adhesives, sealers, glues and polymers), treatment by means of localized drug release, and treatment by

arterial plugging after angioplasty or other percutaneous procedures in interventional cardiology by means of angioplasty catheters of any type. The "LICENSED FIELD", however, shall not include treatment of medical conditions of humans by means of (a) coated medical devices (such as contact lens, non-angioplasty catheter, vascular graft, heart valve, pump bladder, ventricular assist device, hemodialysis membrane, heat exchanger or blood pump), except any type of angioplasty catheter, endoscope, laparoscope, intravascular stent, or controlled release device for drug delivery, (b) cell encapsulation, (c) the systemic release of therapeutic substances, or (d) the use of polymeric systems to prolong the systemic half-life of therapeutic substances. BOARD shall be free to license PATENT RIGHTS and TECHNOLOGY RIGHTS to other parties in all fields of use outside the LICENSED FIELD.

2.2 "LICENSED PRODUCT" shall mean any product, component or material the manufacture, use or sale of which would infringe a VALID CLAIM.

2.3 "LICENSED SUBJECT MATTER" shall mean inventions, discoveries and information covered by PATENT RIGHTS or TECHNOLOGY RIGHTS within the LICENSED FIELD.

2.4 "LICENSED TERRITORY" shall mean the entire world.

2.5 "NET SALES" shall mean the gross revenues actually received by LICENSEE or SUBSIDIARIES from the SALE of LICENSED PRODUCTS, less (a) normal and customary rebates, and cash and trade discounts, (b) sales, use and/or other excise taxes or duties actually paid, (c) the cost of any packages and packing, (d) insurance costs and outbound transportation charges prepaid or allowed, (e) import and/or export duties actually paid, and (f) amounts allowed or credited due to returns (not to exceed the original billing or invoice amount).

2.6 "PATENT RIGHTS" shall mean any and all rights in and to inventions, discoveries or information relating to the manufacture, use or sale of biomedical hydrogels or surface coatings covered by patents and/or patent applications whether domestic or foreign, and all divisions, continuations, continuations-in-part, reissues, reexaminations or extensions thereof, and any letters patents that issue thereon, conceived or reduced to practice either prior to the EFFECTIVE DATE and which name Dr. Jeffery A. Hubbell as either sole or joint inventor, or after the EFFECTIVE DATE and arising out of *or* in connection with the RESEARCH PROGRAM, and which BOARD has or may have the right to license or sublicense to LICENSEE under this LICENSE AGREEMENT. The PATENT RIGHTS in existence in the LICENSED TERRITORY as of the EFFECTIVE DATE are set forth on SCHEDULE A attached hereto and incorporated herein.

2.7 "RESEARCH AGREEMENT" shall mean a certain Sponsored Research Agreement by and between the UNIVERSITY and LICENSEE effective as of June 1, 1992.

2.8 "RESEARCH PROGRAM" shall mean the Research Program conducted by UNIVERSITY under the direction of Professor Jeffery A. Hubbell pursuant to the RESEARCH AGREEMENT in accordance with the description set forth in Attachment A attached thereto.

2.9 "SALE" or "SELL" or "SOLD" shall mean the transfer or disposition of a LICENSED PRODUCT for value to a party other than LICENSEE or a SUBSIDIARY, which transfer or disposition would, but for the rights and license granted hereunder, infringe a VALID CLAIM in the country in which such LICENSED PRODUCT is transferred or disposed.

2.10 "SUBSIDIARY" shall mean any corporation or other entity that is directly or indirectly controlling, controlled by or under common control with LICENSEE. For the purpose of this definition, "control" shall mean the direct or indirect ownership of more than fifty percent (50%) of the shares of the subject entity entitled to vote in the election of directors (or, in the case of an entity that is not a corporation, for the election of the corresponding managing authority).

2.11 "TECHNOLOGY RIGHTS" shall mean any and all rights in any technical information, know-how, process, procedure, composition, device, method, formula, protocol, technique, software, design, drawing or data relating to biomedical hydrogels or surface coatings which is not covered by the PATENT RIGHTS but which is necessary for practicing an invention, discovery or information covered by the PATENT RIGHTS, conceived or reduced to practice either prior to the EFFECTIVE DATE, or after the EFFECTIVE DATE and arising out of or in connection with the RESEARCH PROGRAM, and which BOARD has or may have the right to license or sublicense to LICENSEE under this LICENSE AGREEMENT.

2.12 "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 claim in a hypothetical issued patent corresponding to a pending claim in a patent application within the PATENT RIGHTS, provided that if such pending claim has not issued as a claim of an issued patent within the PATENT RIGHTS within six (6) years after the filing of such patent application, such pending claim shall not be a VALID CLAIM for purposes of this LICENSE AGREEMENT. In the event that a claim of an issued 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 competition jurisdiction, such claim shall be reinstated as a VALID CLAIM hereunder.

### III. REPRESENTATIONS AND WARRANTIES

3.1 Except for the rights, if any, of the Government of the United States of America, as set forth in Paragraph 3.2, BOARD represents and warrants that (a) BOARD is the owner of the entire right, title, and interest in and to LICENSED SUBJECT MATTER, (b) BOARD has the sole right and authority to enter into this LICENSE AGREEMENT and grant the rights and licenses hereunder, (c) BOARD has not previously granted and will not grant any rights in the LICENSED SUBJECT MATTER or LICENSED PRODUCTS that are inconsistent with the rights and licenses granted to LICENSEE herein, (d) to the best of BOARD's knowledge, as of the EFFECTIVE DATE, but without research into the matter, the LICENSED PRODUCTS do not infringe any patent rights, trade secrets or other proprietary rights of any third party, and (e) SCHEDULE A includes all patents and patent applications within the PATENT RIGHTS existing as of the EFFECTIVE DATE, and BOARD owns no rights in any other patent or patent application, the claims of which would dominate the claims of a patent or patent application within the PATENTS RIGHTS as applied to the LICENSED FIELD.

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 LICENSE AGREEMENT is explicitly made subject to the Government's rights under any such Government funding agreement and any applicable law or regulation. To the extent that there is a conflict between any such Government funding agreement, applicable law or regulation, and this LICENSE AGREEMENT, the terms of such Government funding agreement, applicable law or regulation shall prevail.

3.3. NEITHER PARTY MAKES ANY REPRESENTATIONS OTHER THAN THOSE EXPRESSLY STATED IN THIS LICENSE AGREEMENT, AND SPECIFICALLY, BOARD MAKES NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

### IV. LICENSE

4.1 Subject to the terms and conditions of this LICENSE AGREEMENT, BOARD hereby grants to LICENSEE a royalty-bearing, exclusive right and license under LICENSED SUBJECT MATTER to manufacture, have manufactured, use and sell LICENSED PRODUCTS, to practice any method, process or procedure within the PATENT

RIGHTS or the TECHNOLOGY RIGHTS, and to otherwise exploit the LICENSED SUBJECT MATTER, within the LICENSED TERRITORY for use within the LICENSED FIELD. This grant shall be subject to the payment by LICENSEE to BOARD of all consideration as provided in this LICENSE AGREEMENT, and shall be further subject to rights retained by BOARD to:

(a) Subject to Article XII below, and Articles VI and VII of the RESEARCH AGREEMENT, 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 and other educationally-related purposes.

4.2 LICENSEE may extend the right and license granted to LICENSEE under Paragraph 4.1 to any SUBSIDIARY provided that such SUBSIDIARY consents to be bound by this LICENSE AGREEMENT to the same extent as LICENSEE.

4.3 LICENSEE and any SUBSIDIARY may grant and authorize sublicenses within the scope of the right and license granted to LICENSEE pursuant to this LICENSE AGREEMENT; provided, however, that any such right and license granted to a sublicensee shall not include the right to grant sublicenses. LICENSEE and any SUBSIDIARY, if applicable, shall monitor the operations of their respective sublicensees in connection with the obligations of LICENSEE and any SUBSIDIARY pursuant to this LICENSE AGREEMENT, and shall take all reasonable steps to ensure that such sublicensees comply fully with such obligations. LICENSEE shall promptly inform BOARD of the name and address of each such sublicensee. Upon termination of this LICENSE AGREEMENT, any and all existing sublicenses granted by LICENSEE or any SUBSIDIARY, if applicable, shall survive; provided that such sublicensees promptly agree in writing to be bound by the terms of this LICENSE AGREEMENT.

4.4 The right and license under the LICENSED SUBJECT MATTER granted to LICENSEE pursuant to Paragraph 4.1 shall inure to the benefit of and may be extended to any customer, direct or indirect, of LICENSED PRODUCTS manufactured by or for LICENSEE, SUBSIDIARIES and/or LICENSEE's sublicensees hereunder insofar as the inventions, discoveries and information covered by the LICENSED SUBJECT MATTER may be practiced by such customer in connection with application or use of such LICENSED PRODUCTS.

4.5 BOARD agrees to promptly provide to LICENSEE copies of all documented information in BOARD's possession pertaining to LICENSED PRODUCTS and the manufacture or use of LICENSED PRODUCTS that in each case BOARD has the right to provide to LICENSEE, including without limitation all preclinical and clinical trial

data, if any, and related reports, manufacturing information and the like. Subject to Article XII, LICENSEE shall have the right to use and disclose such information to the extent reasonably necessary to exploit the rights and license granted to LICENSEE under this LICENSE AGREEMENT.

4.6 If at any time during the term of this LICENSE AGREEMENT BOARD establishes a bona fide detailed plan to develop a product covered by the LICENSED SUBJECT MATTER (a "PRODUCT"), or receives such a plan from a reputable third party with resources reasonably necessary to develop and commercialize such PRODUCT, BOARD may give written notice to LICENSEE of such event. If LICENSEE is not then developing, producing or using a LICENSED PRODUCT that is substantially similar to or intended for a similar purpose as the PRODUCT that BOARD or such third party proposes to develop, and the development or sublicensing of such a PRODUCT is not within LICENSEE's business plans or activities for development and commercialization on a schedule that either reasonably approximates that of such third party or is more favorable than that of such third party, LICENSEE shall elect one of the following options following BOARD's notice:

(a) Undertake reasonable efforts to sponsor research toward the development of such PRODUCT (directly or indirectly through third parties), and thereafter develop, produce, sell, use or sublicense such PRODUCT; or

(b) Release its rights under this LICENSE AGREEMENT to such PRODUCT.

Following BOARD's notice to LICENSEE under this Paragraph 4.6, BOARD shall provide to LICENSEE a written research plan for the development of the PRODUCT in sufficient detail to enable LICENSEE to determine its capability to develop such PRODUCT, together with such other information as LICENSEE may reasonably request for purposes of such determination. LICENSEE shall have one hundred twenty days (120) after receipt of such plan and information to notify BOARD of LICENSEE's election under this Paragraph 4.6.

#### V. PAYMENTS AND REPORTS

5.1 In consideration of the rights and license granted by BOARD to LICENSEE under this LICENSE AGREEMENT, LICENSEE agrees to pay BOARD a non-refundable, non-creditable license fee equal to One Hundred Fifty Thousand Dollars (\$150,000). LICENSEE shall pay such fee in accordance with the following schedule:

(a) Within ten (10) days after the EFFECTIVE DATE, Fifty Thousand Dollars (\$50,000);

(b) Upon the first anniversary of the EFFECTIVE DATE, Twenty Five Thousand Dollars (\$25,000);

(c) Upon the second anniversary of the EFFECTIVE DATE, Twenty Five Thousand Dollars (\$25,000);

(d) Upon the third anniversary of the EFFECTIVE DATE, Twenty Five Thousand Dollars (\$25,000); and

(e) Upon the fourth anniversary of the EFFECTIVE DATE, Twenty Five Thousand Dollars (\$25,000).

5.2 In further consideration of the rights and license granted by BOARD to LICENSEE under this LICENSE AGREEMENT, LICENSEE agrees to pay BOARD in connection with the development of the first LICENSED PRODUCT One Hundred Fifty Thousand Dollars (\$150,000) in accordance with the following schedule:

(a) Upon submission of an Investigation New Drug application ("IND"), or the equivalent thereof, to the United States of America Food and Drug Administration ("FDA") for the first LICENSED PRODUCT by LICENSEE or SUBSIDIARY or a sublicensee of either LICENSEE or a SUBSIDIARY, Fifty Thousand Dollars (\$50,000);

(b) Upon completion of Phase I human clinical trials of the first LICENSED PRODUCT by LICENSEE or SUBSIDIARY or a sublicensee of either LICENSEE or a SUBSIDIARY, Twenty Five Thousand Dollars (\$25,000);

(c) Upon completion of Phase III human clinical trials of the first LICENSED PRODUCT by LICENSEE or SUBSIDIARY or a sublicensee of either LICENSEE or a SUBSIDIARY, Twenty Five Thousand Dollars (\$25,000);

(d) Upon submission of a New Drug Application ("NDA"), or the equivalent thereof, to the FDA for the first LICENSED PRODUCT by LICENSEE or SUBSIDIARY or a sublicensee of either LICENSEE or a SUBSIDIARY, Twenty Five Thousand Dollars (\$25,000); and

(e) Upon the first commercial SALE of the first LICENSED PRODUCT by LICENSEE or SUBSIDIARY or a sublicensee of either LICENSEE or a SUBSIDIARY, Twenty Five Thousand Dollars (\$25,000).

All payments made to BOARD by LICENSEE pursuant to this Paragraph 5.2 shall be non-refundable and non-creditable payments and shall apply to the development of the first LICENSED PRODUCT only.

5.3 In further consideration of the rights and license granted by BOARD to LICENSEE under this LICENSE AGREEMENT, LICENSEE agrees to pay BOARD:

(a) Ten percent (10%) of any SUBLICENSE FEES received by LICENSEE or SUBSIDIARIES in connection with the grant of a sublicense to a third party relating to the manufacture, use or sale of a LICENSED PRODUCT in any medical treatment within the LICENSED FIELD, except treatment of post-surgical adhesions; and

(b) Fifteen percent (15%) of any SUBLICENSE FEES received by LICENSEE or SUBSIDIARIES in connection with the grant of a sublicense to a third party relating to the manufacture, use or sale of a LICENSED PRODUCT in the treatment of post-surgical adhesions.

"SUBLICENSEE FEES" shall mean all cash license fees paid or payable to LICENSEE upon execution of a sublicense between LICENSEE and a third party relating to LICENSED PRODUCTS, but such fees shall not include advances against future royalties that are to be credited against future running royalties to be paid by sublicensee on sale of LICENSED PRODUCTS, LICENSED PRODUCT development funds, equity investments, or scientific benchmark payments or payments for past research expenditures relating to development of LICENSED PRODUCTS.

5.4 In further consideration of the rights and license granted by BOARD to LICENSEE under this LICENSE AGREEMENT, except as otherwise provided in Paragraph 5.5, LICENSEE agrees to pay to BOARD a running royalty equal to:

(a) Two percent (2%) of NET SALES attributed to SALES of LICENSED PRODUCTS by LICENSEE and/or SUBSIDIARIES; and

(b) One percent (1%) of NET SALES attributed to SALES of LICENSED PRODUCTS by LICENSEE's sublicensees.

5.5 In the event that a LICENSED PRODUCT is approved for marketing by the FDA, or other similar government agencies in the LICENSED TERRITORY, with a label claim for use in the treatment of post-surgical adhesions, LICENSEE agrees to pay to BOARD a running royalty equal to:

(a) Three percent (3%) of NET SALES attributed to SALES of LICENSED PRODUCTS by LICENSEE and/or SUBSIDIARIES for use of such LICENSED PRODUCTS in treatment of post-surgical adhesions; and

(b) One and one-half percent (1.5%) of NET SALES attributed to SALES of LICENSED PRODUCTS by LICENSEE's

sublicensees for use of such LICENSED **PRODUCTS** in treatment of post-surgical adhesions.

5.6 The running royalties under Paragraph 5.4 and Paragraph 5.5 shall be payable only for SALES of LICENSED PRODUCTS by LICENSEE, SUBSIDIARIES or LICENSEE's sublicensees beginning upon the date of the first SALE of such LICENSED PRODUCT in any country in the LICENSED TERRITORY by LICENSEE, SUBSIDIARIES or LICENSEE's sublicensees after obtaining approval for marketing of such LICENSED PRODUCTS by the FDA, or other similar government agencies, in such country, and continuing until the date that SALES of such LICENSED PRODUCTS would not infringe a VALID CLAIM in the country in which such SALES occur.

5.7 Notwithstanding the foregoing, if LICENSEE is required to pay royalties to third parties in connection with the SALE of LICENSED PRODUCTS either under license agreements for other technologies which LICENSEE, in LICENSEE's reasonable judgment, determines are desirable to be incorporated in such LICENSED PRODUCTS, or under license agreements with third parties that are joint owners of patent applications or patents within the PATENT RIGHTS, and the total royalties to be paid by LICENSEE to BOARD and third parties would exceed five percent (5%) on SALES of LICENSED PRODUCTS by LICENSEE and/or SUBSIDIARIES, or three percent (3%) on SALES of LICENSED PRODUCTS by LICENSEE's sublicensees, the amounts to be paid under Paragraph 5.4 and/or Paragraph 5.5 shall be reduced in accordance with the following formulas:

(a) Royalties payable on SALES by LICENSEE and/or SUBSIDIARIES of LICENSED PRODUCTS shall equal the amount calculated in accordance with either Paragraph 5.4(a) or Paragraph 5.5(a), as applicable, multiplied by the fraction  $5\%/X\%$ , where "X" the total percentage of NET SALES payable as royalties to BOARD and third parties on SALES by LICENSEE of LICENSED PRODUCTS (prior to the adjustment hereunder and any similar adjustment in the amount to be paid to such third parties). However, after adjustment in accordance with this Paragraph 5.7 (a), royalties payable to BOARD on SALES of LICENSED PRODUCTS by LICENSEE and/or SUBSIDIARIES shall not be less than one percent (1%) of NET SALES attributed to such SALES, unless LICENSEE, pursuant to Paragraph 5.8, converts the license granted to LICENSEE under Paragraph 4.1 to a non-exclusive license.

(b) Royalties payable on SALES by LICENSEE's **sublicensees** of LICENSED PRODUCTS shall **equal** the amount calculated in accordance with either Paragraph 5.4(b) or Paragraph **5.5(b)**, as applicable, multiplied by the fraction  $3\%/X\%$ , where "X" the total percentage of NET SALES payable as royalties to BOARD and third parties on SALES by LICENSEE's sublicensees of LICENSED PRODUCTS (prior to the adjustment

hereunder and any similar adjustment in the amount to be paid to such third parties). However, after adjustment in accordance with this Paragraph 5.7(b), royalties payable to BOARD on SALES of LICENSED PRODUCTS by LICENSEE's sub-licensees shall not be less than one half of one percent (0.5%) of NET SALES attributed to such SALES.

Notwithstanding the foregoing, the adjustment in this Paragraph 5.7 shall not apply if such adjustment would increase the amounts payable under Paragraph 5.4 or Paragraph 5.5 above.

5.8 Effective upon written notice to BOARD, LICENSEE may convert the license granted to LICENSEE under Paragraph 4.1 to a non-exclusive license. In such event, the amounts to be paid to BOARD under Paragraph 5.4 and Paragraph 5.5 following such notice, after any adjustment under Paragraph 5.7, if applicable, shall be reduced by one-half; provided, however, that in no event shall the amounts payable to BOARD under Paragraph 5.4 and Paragraph 5.5 be less than one half of one percent (0.5%) of NET SALES.

5.9 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 BOARD in respect of such quantity of the LICENSED PRODUCTS and in any event duplication of the running royalty shall be avoided. It is understood that royalties shall only be payable under this Article V with respect to LICENSED PRODUCTS whose sale would infringe a VALID CLAIM in the country in which such LICENSED PRODUCT is SOLD. No royalty shall be payable under Paragraph 5.4 or Paragraph 5.5 above with respect to the SALE of LICENSED PRODUCTS between or among LICENSEE and SUBSIDIARIES, 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 SUBSIDIARIES; nor shall a royalty be payable under Paragraph 5.4 or Paragraph 5.5 with respect to SALES of LICENSED PRODUCTS for use in clinical trials or as samples, or for LICENSED PRODUCTS that are otherwise SOLD at a price less than LICENSEE's MANUFACTURING COST plus ten percent (10%). "MANUFACTURING COST" shall mean the fully burdened cost of manufacturing a LICENSED PRODUCT including without limitation the direct cost of labor, materials and allocable pharmaceutical manufacturing overheads in accordance with generally accepted accounting principles consistently applied.

5.10 LICENSEE shall keep complete and accurate records of SALES by LICENSEE, SUBSIDIARIES and LICENSEE's sublicensees and NET SALES, and any SUBLICENSEE FEES received by LICENSEE or SUBSIDIARIES, in sufficient detail to enable the amounts payable hereunder to be determined. Upon BOARD's written request, but not more frequently than once per calendar year, LICENSEE shall permit representatives or agents of BOARD, at BOARD's expense, to

examine such records during LICENSEE's regular business hours for the purpose of and to the extent necessary to verify any report required under this LICENSE AGREEMENT with respect to SALES and SUBLICENSEE FEES made not more than three (3) years prior to the date of BOARD's request. In the event that **the** amounts due to BOARD are determined to have been underpaid, LICENSEE shall pay to BOARD any amount due and unpaid, together with interest on such amount at the prime rate in effect at Bank of America **NT&SA**, San Francisco, California, or at the maximum rate permitted by law, whichever is lower.

5.11 In each calendar year during the term of this LICENSE AGREEMENT first beginning after commercialization of a LICENSED PRODUCT or receipt by LICENSEE or SUBSIDIARIES of any SUBLICENSEE FEES, within ninety (90) days after March 31, June 30, September 30 and December 31, LICENSEE shall deliver to BOARD at the address listed in Paragraph 5.11, a true and accurate report, giving such particulars of the business conducted by LICENSEE, SUBSIDIARIES and LICENSEE's sublicensees, if any, during the preceding three (3) calendar months under this LICENSE AGREEMENT as are pertinent to an account for payments hereunder. Such report shall include at least (a) the total number of SALES; (b) the total of NET SALES; (c) the total amount of SUBLICENSEE FEES received by LICENSEE and SUBSIDIARIES; (d) the calculation of amounts due BOARD pursuant to this Article V; and (e) the total amount so calculated and due BOARD. Simultaneously with the delivery of each such report, LICENSEE shall pay to BOARD the total royalties amount, if any, due to BOARD for the period of such report. If no royalties are due, LICENSEE shall so report.

5.12 Upon the request of BOARD but not more frequently than once per calendar year, LICENSEE shall deliver to BOARD a written report as to LICENSEE's efforts and accomplishments during the preceding year in commercializing LICENSED SUBJECT MATTER in the LICENSED TERRITORY and its commercialization plans for the upcoming year.

5.13 All amounts payable hereunder by LICENSEE shall be payable in United States of America Dollars. If any currency conversion shall be required in connection with the payment of royalties hereunder, such conversion shall be made by using the exchange rates used by LICENSEE in calculating LICENSEE's own revenues for financial reporting purposes. Any income or other tax that LICENSEE, SUBSIDIARIES, or LICENSEE's sublicensees are required by statute to withhold with respect to the amounts payable under this LICENSE AGREEMENT shall be deducted from such amounts, and LICENSEE shall furnish BOARD with proper evidence of the taxes paid. Checks shall be made payable to The University of Texas at Austin and mailed to: Executive Vice President and Provost, The University of Texas at Austin, Main Building 201, Austin, Texas, 78712-1111, Attention: Patricia C. Ohlendorf.

## VI. TERM AND TERMINATION

6.1 The term of this LICENSE AGREEMENT shall commence on the EFFECTIVE DATE and continue in full force and effect until expiration, revocation or invalidation of the last patent within the PATENT RIGHTS licensed to LICENSEE, unless terminated earlier pursuant to this Article VI. Notwithstanding the above, upon the expiration, but not an earlier termination of this LICENSE AGREEMENT, LICENSEE shall have a non-exclusive, fully paid-up right and license under the LICENSED SUBJECT MATTER to use and exploit the TECHNOLOGY RIGHTS.

6.2 This LICENSE AGREEMENT will terminate:

(a) Upon BOARD's written notice to LICENSEE after ninety (90) days written notice to LICENSEE if LICENSEE breaches or defaults on any material obligation under this LICENSE AGREEMENT; provided that such ninety (90) day notice specifies the nature of the breach; and provided further that LICENSEE may avoid such termination if before the end of such ninety (90) day period LICENSEE notifies BOARD in writing that such breach or default has been cured and states the manner of such cure. However, if LICENSEE disputes such breach in writing within such ninety (90) day period, BOARD shall not have the right to terminate this LICENSE AGREEMENT unless and until a court of competent jurisdiction has determined that this LICENSEE AGREEMENT was materially breached and such determination is final, and LICENSEE fails to cure such breach within ninety (90) days after such determination. For purposes of this Paragraph 6.2(a), a determination by a court of competent jurisdiction shall be deemed final if such determination either is not appealed, or is appealed to and upheld or otherwise confirmed by a court of appeals to which an appeal for review of such determination may be made directly; or

(b) 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 6.2(b) with respect to a particular patent application or patent, such patent application and patent shall cease to be within the PATENT RIGHTS for all purposes of this LICENSE AGREEMENT. Upon a termination of this LICENSE AGREEMENT in its entirety under this Paragraph 6.2(b), all rights and obligations of LICENSEE and BOARD shall terminate, except as provided in Paragraphs 6.3, 6.4 and 6.5 below.

6.3 Upon termination of this LICENSE 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.

6.4 In the event that this LICENSE AGREEMENT is terminated for any reason, LICENSEE and LICENSEE's customers may, after the effective date of such termination, sell or otherwise dispose of all LICENSED PRODUCTS and parts therefor that LICENSEE, SUBSIDIARIES and LICENSEE's customers may have on hand on the effective date of such termination, subject to LICENSEE's payment to BOARD of royalties pursuant to Article V of this LICENSE AGREEMENT. Upon termination of this LICENSE AGREEMENT for any reason, any sublicense granted by LICENSEE or SUBSIDIARY, if any, under this LICENSE AGREEMENT shall survive, provided that the sublicensee promptly agrees in writing to be bound by the terms of this LICENSE AGREEMENT.

6.5 Articles II, VI, IX, X, XI, XII and XV shall survive the expiration and any termination of this Agreement. Except as otherwise provided in this Article VI, all rights and obligations of the parties under this Agreement shall terminate upon the expiration or termination of this Agreement.

## VII. INFRINGEMENT

7.1 In the event that any of the PATENT RIGHTS are infringed by a third party, LICENSEE and/or LICENSEE's sublicensee shall have, subject to Paragraph 7.2, the first right and obligation to institute and prosecute any action or proceeding to enforce the PATENT RIGHTS with respect to such infringement including without limitation settlement discussions relating to, and any declaratory judgment action arising from, such infringement by competent counsel of LICENSEE's choice or, if applicable, LICENSEE's sublicensee's choice. If LICENSEE or, if applicable, LICENSEE's sublicensee institutes and prosecutes any such action or proceeding, LICENSEE or LICENSEE's sublicensee, if applicable, shall have an exclusive right to control such action or proceeding. In the event that LICENSEE or LICENSEE's sublicensee 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 or patent within the PATENT RIGHTS in dispute to offset LICENSEE's and LICENSEE's 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 LICENSEE's 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 LICENSEE's

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 for purposes of calculating royalties owed pursuant to Paragraph 5.4 and/or Paragraph 5.5, as applicable.

7.2 In the event that any of the PATENT RIGHTS are infringed by a third party, and LICENSEE and/or LICENSEE's sublicensee, if appropriate, has not instituted action or proceedings against such third party to enforce the PATENT RIGHTS, or has not concluded settlement discussions with such third party, or has not granted to such third party sublicense rights under the PATENT RIGHTS, within one (1) year of LICENSEE's or LICENSEE's sublicensee's receipt of information of such third party's infringement of the PATENT RIGHTS, BOARD and LICENSEE and LICENSEE's sublicensee, if appropriate, will consult with one another in an effort to determine whether the infringement is a substantial infringement of the PATENT RIGHTS and whether a reasonably prudent licensee would have instituted such action or proceedings, concluded such settlement negotiations, and/or granted such sublicense rights within such one (1) year period in light of all relevant business and economic factors (including without limitation the projected cost of such action or proceedings, the likelihood of success on the merits, the probable amount of any damage award, the prospects for satisfaction of any judgment against the alleged infringer, the possibility of counterclaims against BOARD, LICENSEE and/or LICENSEE's sublicensee, the diversion of LICENSEE's and/or LICENSEE's sublicensee human and economic resources, the impact of any possible adverse outcome on LICENSEE and/or LICENSEE's sublicensee, and the effect any publicity might have on the respective reputations and goodwill of BOARD and LICENSEE and/or LICENSEE's sublicensee). If after such consultation BOARD and LICENSEE and LICENSEE's sublicensee, if appropriate, have not reached agreement and LICENSEE and/or LICENSEE's sublicensee, if appropriate, does not institute action or proceedings against, or enter into settlement negotiations with, or grant sublicense rights to a substantial infringer, BOARD shall have the right to enforce the PATENT RIGHTS relating to infringement by such a substantial infringer on behalf of BOARD and LICENSEE and/or LICENSEE's sublicensee. Any amounts recovered from third parties by BOARD with respect to the PATENT RIGHTS in such action or proceeding shall be retained by BOARD.

7.3 LICENSEE shall notify BOARD promptly in writing of any claim asserted against LICENSEE by any third party alleging infringement of any patent owned by such third party in connection with LICENSEE's manufacture, use or sale of LICENSED PRODUCTS or practice of any method, process or procedure within the PATENT RIGHTS. Notwithstanding anything herein to the contrary, if in LICENSEE's reasonable judgment, the manufacture, use or sale of LICENSED PRODUCTS or the practice of any method,

process or procedure within the **PATENT RIGHTS** by **LICENSEE**, **SUBSIDIARIES** or **LICENSEE's** sublicensees would infringe a **BLOCKING PATENT** owned or controlled by a third party, **LICENSEE** shall have the right to deduct from the royalties payable to **BOARD** under Article V the amount which **LICENSEE**, **SUBSIDIARIES** or **LICENSEE's** sublicensee, as the case may be, shall pay or shall continue to pay to such third party for rights and license under such **BLOCKING PATENT** to manufacture, use or sell such **LICENSED PRODUCTS** or practice of any method, process or procedure within the **PATENT RIGHTS**. "**BLOCKING PATENT**" shall mean any issued and unexpired patent not within the **PATENT RIGHTS** the claims of which cover a **LICENSED PRODUCT** or any method, process or procedure within the **PATENT RIGHTS** and, but for rights and license granted by the party that owns or controls such patent, would be infringed by the manufacture, use or sale of such **LICENSED PRODUCT** or the practice of any method, process or procedure within the **PATENT RIGHTS**. In no event, however, shall the rate of the royalty payable to **BOARD** under Paragraph 5.4 and/or Paragraph 5.5 be reduced to less than one percent (1%) by reason of this Paragraph 7.3. The reduction in royalty pursuant to this Paragraph 7.3 shall be made prior to calculating any adjustment under Paragraph 5.7. In the event that **LICENSEE**, **SUBSIDIARIES** or **LICENSEE's** sublicensee receives a claim from a third party alleging an infringement for which **LICENSEE** would be entitled to deduct royalties under this Paragraph 7.3, **LICENSEE** shall have the right to withhold seventy-five percent (75%) of the royalties payable to **BOARD** hereunder and apply such amounts against **LICENSEE's** and **LICENSEE's** sublicensee's out-of-pocket expenses incurred in defending such claim. Any withheld amounts that are not so used shall promptly be reimbursed to **BOARD** after the resolution of such claim.

7.4 In any suit, action or other proceeding in connection with enforcement and/or defense of the **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**, by joining as a party plaintiff and executing such documents as the party prosecuting such suit, action or other proceeding may reasonably request. Upon the request and at the expense of the party prosecuting such suit, action or other proceeding, the other party shall make available at reasonable times and under appropriate conditions all relevant personnel, records, papers, information, samples, specimens and other similar materials in such other party's possession.

#### VIII. ASSIGNMENT

This **LICENSE AGREEMENT** may not be assigned by **LICENSEE** without the prior written consent of **BOARD**, except to a party that succeeds to all-or substantially all of **LICENSEE's** business or assets relating to this **LICENSE AGREEMENT** whether by sale,

merger, operation of law or otherwise; provided that such assignee or transferee promptly agrees in writing to be bound by the terms and conditions of this LICENSE AGREEMENT. BOARD may assign its right to receive payments hereunder.

#### IX. PATENT MARKING

LICENSEE agrees to mark permanently and legibly all products and documentation manufactured, used or sold by LICENSEE under this LICENSE AGREEMENT with such patent notice as may be permitted or required under Title 35, United States Code.

#### X. INDEMNIFICATION AND INSURANCE

10.1 LICENSEE shall hold harmless and indemnify BOARD, SYSTEM, UNIVERSITY, the Regents of the SYSTEM, officers, employees and agents from and against amounts paid to third parties as a result of claims, demands, 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 rights and license granted under this LICENSE AGREEMENT by LICENSEE or its officers, employees, agents or representatives; provided that (a) LICENSEE receives prompt notice of any such claim, demand or cause of action, (b) LICENSEE shall not be obligated to indemnify any party in connection with any settlement for any claim, demand or cause of action unless LICENSEE consents in writing to such settlement, and (c) LICENSEE shall have the first right to defend any such claim, demand or cause of action and, if LICENSEE elects to exercise such first right, the exclusive right to control the defense thereof.

10.2 During the term of human clinical trials intended for purposes of obtaining approval for marketing of LICENSED PRODUCTS by the FDA, or other similar government agencies in the LICENSED TERRITORY, LICENSEE shall maintain, at LICENSEE's expense, at least One Million Dollars (\$1,000,000) of product liability insurance per occurrence from an insurance company or companies reasonably satisfactory to BOARD. The insurance policy relating to such coverage shall name BOARD as an additional party insured by way of endorsement or otherwise. After initiation of such human clinical trials, and on an annual basis thereafter, LICENSEE shall deliver or cause to be delivered to BOARD an insurance certificate evidencing the insurance coverage required pursuant to this Paragraph 10.2. Prior to commercialization of any LICENSED PRODUCTS, LICENSEE and BOARD shall negotiate in good faith an appropriate minimum level of insurance coverage based upon usual and customary standards in the medical products

XI. USE OF BOARD AND COMPONENTS'S NAME

LICENSEE shall not use the name of The University of Texas at Austin, SYSTEM, BOARD, or Regents on LICENSED PRODUCTS or in advertising products that incorporate or are covered by the PATENT RIGHTS or the TECHNOLOGY RIGHTS without BOARD's express written consent.

XII. CONFIDENTIAL INFORMATION

The parties may, from time to time, in connection with this LICENSE AGREEMENT and the work contemplated under the RESEARCH AGREEMENT, disclose to each other CONFIDENTIAL INFORMATION. "CONFIDENTIAL INFORMATION" shall mean any information disclosed in writing by a party to either this LICENSE AGREEMENT or the RESEARCH AGREEMENT to any of the other parties to either this LICENSE AGREEMENT or the RESEARCH AGREEMENT, and marked by the disclosing party with the legend "CONFIDENTIAL" or other similar legend sufficient to identify such information as confidential proprietary information of the disclosing party. Each party will use best efforts to prevent the disclosure of the other party's CONFIDENTIAL INFORMATION to third parties; provided that LICENSEE may disclose BOARD's CONFIDENTIAL, INFORMATION to the extent reasonably necessary to exploit the rights and license granted to LICENSEE hereunder or pursuant to the RESEARCH AGREEMENT; and provided further that the recipient party's obligations under this Article XII shall not apply to CONFIDENTIAL INFORMATION that:

(a) is disclosed orally; provided, however, that the recipient party's obligations under this Article XII shall apply to information disclosed orally if such information is reduced to writing and marked with the legend "CONFIDENTIAL" by the disclosing party within thirty (30) days after disclosure thereof;

(b) is in the recipient party's possession at the time of disclosure thereof as demonstrated by documentary evidence;

(c) is or later becomes part of the public domain through no fault of the recipient party;

(d) is received from a third party having no obligations of confidentiality to the disclosing party;

(e) is developed independently by the recipient party without access to the disclosing party's CONFIDENTIAL INFORMATION; or

(f) is required by law or regulation to be disclosed; provided, however, that the party subject to such disclosure requirement has provided written notice to the other party promptly to enable such other party to seek a protective order or otherwise prevent disclosure of such CONFIDENTIAL INFORMATION.

In the event that LICENSEE reasonably determines that disclosure of CONFIDENTIAL INFORMATION is necessary to exploit the rights and license granted to LICENSEE hereunder or pursuant to the RESEARCH AGREEMENT, LICENSEE agrees that LICENSEE shall not disclose to a third party CONFIDENTIAL INFORMATION of any of the other parties to either this LICENSE AGREEMENT or the RESEARCH AGREEMENT, unless either such third party has executed a confidentiality agreement with LICENSEE containing terms and conditions substantially similar to this Article XII, or, with respect to governmental agencies or other regulatory bodies, other usual and customary procedures in the medical products industry are utilized to protect such CONFIDENTIAL INFORMATION. The obligations of the parties pursuant to this Article XII with respect to CONFIDENTIAL INFORMATION of the other party shall continue in full force and effect for a period of five (5) years after expiration or termination of the later of either this LICENSE AGREEMENT or the RESEARCH AGREEMENT.

#### XIII. PATENTS AND INVENTIONS

13.1 BOARD shall have the right to file and prosecute any patent application and maintain any patent that may issue therefrom within the PATENT RIGHTS, and LICENSEE shall pay BOARD's expenses relating to filing and prosecuting of such patent applications and maintaining such patents, unless LICENSEE elects not to pay such expenses pursuant to LICENSEE's rights under Paragraph 13.5. In addition, in the event that LICENSEE desires that BOARD file a patent application on any invention arising out of or in connection with the RESEARCH PROGRAM and BOARD elects to do so, BOARD shall have the right to file and prosecute such patent application and maintain any patent that may issue therefrom, and LICENSEE shall pay BOARD's expenses relating to filing and prosecuting of such patent applications and maintaining such patents, unless LICENSEE elects not to pay such expenses pursuant to LICENSEE's rights under Paragraph 13.5. LICENSEE shall pay BOARD's expenses relating to filing and prosecuting of such patent applications and maintaining such patents within thirty (30) days after receipt of BOARD's written invoice. Subject to the rights and license granted to LICENSEE pursuant to Article IV of this LICENSE AGREEMENT, BOARD shall own all right, title and interest in and to any patent applications, and any patents that may issue therefrom, within the PATENT RIGHTS or that disclose inventions arising out of or in connection with the RESEARCH PROGRAM made solely by employees of BOARD

and jointly by employees of BOARD and LICENSEE. Such patent applications and patents issuing therefrom shall be deemed to be patent applications and patents within the PATENT RIGHTS.

13.2 BOARD agrees to consult with LICENSEE in a timely manner concerning the selection of patent counsel for the purpose of filing and prosecuting patent applications within the PATENT RIGHTS. BOARD further agrees to consult with LICENSEE in a timely manner concerning (i) scope and content of 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 such patent applications. For purposes of this Paragraph 13.2, "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 LICENSEE's comments to be considered and incorporated into BOARD's decision or written response.

13.3 BOARD agrees to keep LICENSEE informed in a timely manner of the contents, status and progress of all patent applications within the PATENT RIGHTS filed and prosecuted by BOARD. BOARD further agrees that BOARD will not allow any such patent application or any patent that may issue therefrom to become abandoned until LICENSEE has determined, and informed BOARD in writing, that LICENSEE does not desire to continue prosecution or appeal(s) or maintenance of such patent application or patent. For purposes of this Paragraph 13.3, "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 LICENSEE's comments to be considered and incorporated into BOARD's decision or written response.

13.4 In the event that BOARD elects not to file any patent application within the PATENT RIGHTS, or thereafter elects not to continue prosecution of any such patent application, or elects not to maintain any patent that may issue therefrom, LICENSEE shall have the right, at LICENSEE's option and expense, to file for and prosecute such patent application and maintain such patent using patent counsel selected by LICENSEE and approved by BOARD, such approval not to be unreasonably withheld. BOARD shall reasonably cooperate with and assist LICENSEE in connection with any filing, prosecution and maintenance activities undertaken by LICENSEE in accordance with this Paragraph 13.4. LICENSEE agrees to consult with BOARD with respect to such filing, prosecution and maintenance activities and to take into

account all comments provided by BOARD, including without limitation, comments concerning (i) scope and content of 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 such patent applications.

13.5 With- respect to the filing of any patent application within the PATENT RIGHTS by either BOARD or LICENSEE, or the prosecution of any such patent application within the PATENT RIGHTS, or the maintenance of any patent within the PATENT RIGHTS that may issue therefrom; if LICENSEE elects not to pay the expenses actually incurred by BOARD in filing and prosecuting such patent application and maintaining such patent, or if LICENSEE elects not to file for or continue prosecution of a patent application (whether such patent application was filed by BOARD or LICENSEE) or maintain any patent that may issue therefrom within the PATENT RIGHTS pursuant to LICENSEE's rights under Paragraph 13.4, in any country, LICENSEE shall promptly notify BOARD in writing sufficiently in advance of any deadline to enable BOARD, at BOARD's expense, to file for or continue prosecution of such patent application, and/or maintain such patent. Thereafter, LICENSEE shall have no further rights or obligations with respect to such patent application and/or such patent in such country.

#### XIV. DUE DILIGENCE

14.1 LICENSEE shall use commercially reasonable efforts to bring one or more LICENSED PRODUCTS to market and to meet the market demand therefor. BOARD shall have a right after two (2) 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 that LICENSEE has commercialized or is using commercially reasonable efforts to commercialize a LICENSED PRODUCT within one hundred eighty (180) days after receiving written notice from BOARD of BOARD's intention to terminate such exclusivity; provided that termination of such exclusivity shall not occur unless and until a court of competent jurisdiction has determined that LICENSEE has not satisfied LICENSEE's obligations hereunder and such determination is final. For purposes of this Paragraph 14.1, a determination by a court of competent jurisdiction shall be deemed final if such determination either is not appealed, or is appealed to and upheld or otherwise confirmed by a court of appeals to which an appeal for review of such determination may be made directly. Evidence provided by LICENSEE in writing that LICENSEE has an ongoing and active research, development, manufacturing, marketing or sublicensing

program (as appropriate), directed toward production and sale of LICENSED PRODUCTS within either the United States 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. In the event that termination of the exclusivity of the license granted herein occurs in any national political jurisdiction pursuant to this Paragraph 14.1, BOARD agrees to negotiate in good faith with LICENSEE lower royalty rates-with respect to SALES of LICENSED PRODUCTS in such jurisdiction and other terms and conditions relating to a non-exclusive right and license under LICENSED SUBJECT MATTER to manufacture, have manufactured, use and sell LICENSED PRODUCTS, to practice any method, process or procedure within the PATENT RIGHTS or the TECHNOLOGY RIGHTS, and to otherwise exploit the LICENSED SUBJECT MATTER, within such national political jurisdiction for use within the LICENSED FIELD. This Paragraph 14.1 sets forth BOARD's sole remedy for a failure by LICENSEE to meet LICENSEE's obligations under this Paragraph 14.1.

14.2 If LICENSEE's rights under this LICENSE AGREEMENT become non-exclusive pursuant to Paragraph 14.1 above, and BOARD grants a license under the PATENT RIGHTS to a third party for lower fees and/or at a lower royalty rate than those set forth in Article V above or negotiated in good faith pursuant to the parties obligations under Paragraph 14.1, BOARD shall so notify LICENSEE and the amounts payable by LICENSEE hereunder shall be reduced to such lower amounts.

#### XV. GENERAL

15.1 This LICENSE AGREEMENT, together with the RESEARCH AGREEMENT, constitutes the entire understanding and only agreement between the parties with respect to the subject matter hereof and supersedes any and all prior negotiations, representations, agreements, and understandings, written or oral, that the parties may have reached with respect to the subject matter hereof. 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 each of the parties hereto.

15.2 LICENSEE's sole obligation to bring LICENSED PRODUCTS to market and meet the market demand therefor is as set forth in Article XIV. Nothing in this LICENSE AGREEMENT shall be deemed to require LICENSEE to otherwise exploit the LICENSED SUBJECT MATTER for commercial purposes, or prevent LICENSEE from commercializing products similar to or competitive with a LICENSED PRODUCT.

15.3 In the event either party hereto is prevented from or delayed in the performance of any of its obligations hereunder by reason of acts of God, war, strikes, riots, storms, fires, or any other cause whatsoever beyond the reasonable control of the party, the party so prevented or delayed shall be excused from the performance of any such obligation to the extent and during the period of such prevention or delay.

15.4 Any notice or **other** communication required by this LICENSE AGREEMENT shall be made in writing and given by prepaid, first class, certified mail, return receipt requested, and shall be deemed to have been served on the date received by the addressee at the following address or such other address as may from time to time be designated to the other party in writing:

If to BOARD: BOARD OF REGENTS  
The University of Texas System  
201 West 7th Street  
Austin, Texas 78701  
ATTENTION: System Intellectual Property  
Office

with a copy to:

Executive Vice President and Provost  
The University of Texas at Austin  
Main Building 201  
Austin, Texas 78712-1111  
ATTENTION: Patricia C. Ohlendorf

If to LICENSEE: PEGAS PHARMACEUTICALS, INC.  
2200 Sand Hill Road  
Menlo Park, California 94025  
ATTENTION: Vice President,  
Corporate Development

15.5 LICENSEE shall comply with all applicable federal, state and local laws and regulations in connection with its activities pursuant to this LICENSE AGREEMENT.

15.6 This LICENSE AGREEMENT shall be governed by, and construed and interpreted in accordance with, the laws of the State of Texas; provided, however, that all questions with respect to validity of any patents or patent applications within the PATENT RIGHTS shall be determined in accordance with the laws of the respective country in the territory in which such patents or patent applications shall have been granted or filed, as applicable.

15.7 A waiver, express or implied, by either BOARD or LICENSEE of any right under this LICENSE AGREEMENT or of any failure to perform or breach hereof by the other party hereto shall not constitute or be deemed to be a waiver of any other right hereunder or of any other failure to perform or breach hereof by such other party, whether of a similar or dissimilar nature thereto.

15.8 Headings included herein are for convenience only, do not form a part of this LICENSE AGREEMENT and shall not be used in any way to construe or interpret this LICENSE AGREEMENT.

15.9 If any provision of this LICENSE AGREEMENT shall be found by a court of competent jurisdiction to be void, invalid or unenforceable, the same shall be reformed to comply with applicable law or stricken if not so reformable, so as not to affect the validity or enforceability of the remainder of this LICENSE AGREEMENT.

15.10 This LICENSE AGREEMENT may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this LICENSE AGREEMENT.

BOARD OF REGENTS OF THE  
UNIVERSITY OF TEXAS SYSTEM  
("BOARD")

PEGAS PHARMACEUTICALS, INC.  
("LICENSEE")

By: \_\_\_\_\_  
Thomas G. Ricks  
Acting Executive Vice  
Chancellor for Asset  
Management

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED AS TO CONTENT:

By: \_\_\_\_\_  
Gerhard J. Fonken,  
Executive Vice President  
and Provost  
The University of Texas  
at Austin

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Dudley R. Dobie, Jr.,  
Office of General Counsel

SCHEDULE A  
PATENT RIGHTS

<u>UTSB #</u>	<u>FEDERAL SERIAL#</u>	<u>FILING DATE</u>
496	843,485	February 28, 1992

**APPLICATION TITLE**

Photopolymerizable Biodegradable Hydrogels as Tissue Contracting  
Materials and Controlled-Release Carriers

**INVENTORS**

Hubbell, Jeffrey A.  
Pathak, **Chandrashekar** P.  
Sawhney, Amarpreet S.

CFH08U.R6(T1)  
05/13/92

## Attachment A

### Research Plan

#### Preface

Research will be performed in the **application** of photopolymerizable degradable **hydrogels** to the prevention of postoperative **adhesions**, the **prevention** of **restenosis**, the plugging of femoral punctures after percutaneous procedures, and the **controlled** release of **proteins**, to be addressed in that order. More details are presented regarding the prevention of **postoperative** adhesions than for the other three projects.

#### 1. Prevention of Postoperative Adhesions

Project Objective:

Use in **situ** photopolymerized **hydrogels** to prevent postoperative adhesions.

Project Goals:

1. Select a **polymer** formulation using **rabbit** uterine **horn** model.
2. Compare polymer performance in **horn adhesiolysis** model.
3. Characterize **degradation kinetics and products**.
4. Manufacture **sufficient quantities** for off **-site toxicity** testing.
5. Characterize **optical and kinetic requirements** for **laparoscopic** delivery.
6. Examine the incorporation of **fibrinolytic** drugs.

Project Outline:

Aqueous solutions of photopolymerizable, **biodegradable prepolymers** will be applied to injured sites in the peritoneal cavity; these sites will be **illuminated** with, **long-wave ultraviolet** or visible **light** to gel the prepolymer, forming a biocompatible **barrier to prevent the formation** of adhesions on the affected site. As a first animal model, the rabbit **uterine horn cautery model** will be used. In **this** model, the vascular arcade feeding the horn will be cauterized using **electrocautery** by **laparotomy**. In **treated** animals, the horn surface will be treated with 2 **ml prepolymer solution**, 1 ml each side, and then **illuminated**, 1 min each side. In control animals, no prepolymer **solution** will be applied. After two weeks, **laparotomy** will be performed, and the extent of adhesion formation will be scored.

The prepolymer solution will consist of 23% of the prepolymer in phosphate-buffered saline with 50 **mM** ethanolamine, 1 **mM** **eosin Y**, and 0.26% vinyl **pyrrolidinone**. The **prepolymer** will consist of polyethylene **glycol**, chain extended with **oligolactide**, and terminated by reaction with acrylyl chloride.

Project Steps:

1. Select a polymer formulation using rabbit uterine horn model.

Prepolymer will be evaluated with polyethylene **glycol** of molecular weight ranging from 1000 **g/mol** to 18,500 **g/mol**, in groups of **8 rabbits**. This will **allow** the selection of a prepolymer with the greatest potential for adhesion prevention.

2. Compare polymer performance in horn **adhesiolysis** model.

Once the ability to prevent postoperative adhesions has been demonstrated and the optimal polymer selected, the polymer will be evaluated in an adhesiolysis model. Adhesions will be formed in rabbits, as

described above. The adhesions will be **lysed following laparotomy, the polymer** (optimal only) applied, and adhesion reformation scored 2 weeks post-lysis.

3. Characterize degradation kinetics and **products**.

Polymer degradation kinetics will be characterized in vitro at **pH 7.4 and 37 C** by mass loss. Degradation kinetics in vivo will **be characterized intraperitoneally in rats by mass loss. The degradation components** will be determined by **FTIR, NMR, and gel permeation chromatography**. In particular, attention will be paid to the degree of polymerization of the **oligoacrylate** form and to the **amount** of nonpolymerized vinyl pyrrolidinone remaining.

4. **Manufacture** sufficient quantities for off-site toxicity testing.

One hundred gram **quantities** of prepolymer will be synthesized and **sterilely formulated** for off-site toxicity testing, at the expense of the sponsor.

5. Characterize **optical** and kinetic requirements for **laparoscopic delivery**.

The kinetics of **polymerization** in vivo and the amount of light required to affect a **<10 sec polymerization** will be determined. This will allow **specification** of **appropriate** light sources for **laparoscopic** delivery of the prepolymer and **photopolymerization**.

6. Evaluation of incorporation of fibrinolytic drugs.

The controlled release of **polypeptide fibrinolytic drugs**, and any enhanced **efficacy** in the prevention of adhesion formation, will be explored **in the** rabbit uterine horn **adhesiolysis** model. In particular, the **release** of tissue-type plasminogen activator and of **urokinase** will be **explored**. Such drugs will be supplied by the sponsor at the **sponsor's** expense.

## II. Prevention of Restenosis

Project Objective:

Use in situ **photopolymerized hydrogels** to prevent thrombosis and restenosis following angioplasty.

Project Goals:

1. Develop techniques for the **polymerization** of bulk gel **layers** within living arteries.
2. Develop techniques for the polymerization of thin gel coatings within living arteries.

Project Outline:

Aqueous solutions of **photopolymerizable**, biodegradable **prepolymers** will be applied to balloon angioplasty-treated arteries in vitro. Two techniques will be utilized: bulk gel treatment and thin gel treatment. In the bulk technique, a prepolymer **solution** will be injected, via a custom angioplasty catheter, into the **luminal** space between an expanded **balloon** and the artery wall, after which it will **be** photopolymerized using a fiber optic within the catheter. In the thin gel technique, a solution of the photoinitiator will be injected into the lumen space, **permitting** ad- and absorption onto the vessel wall. This **fluid** will be rinsed away, and the space will be filled with the prepolymer solution, after which the tissue will be illuminated. **Nonpolymerized prepolymer** will be rinsed, leaving a thin (**<30 uM**) gel film on the surface of the artery. All in vivo animal **models will** be performed collaboratively with investigators at the sponsor's site, or at another site of the sponsor's arrangement.

### III. Plugging of Femoral Punctures

Project Objective:

Use in situ photopolymerized hydrogels to seal femoral punctures after angioplasty.

Project Goals:

1. Develop polymers and techniques for the **polymerization** of femoral artery sealants for the treatment of femoral arteries after angioplasty.
2. Evaluate the **developed photopolymerizable** hydrogels in dogs following arterial puncture with **trocars** used in angioplasty.

Project Outline:

Aqueous solutions of **photopolymerizable, biodegradable** prepolymers will be applied to the trocar introduction site in **angioplasty-treated** vessels to **seal** the puncture site. Polymer selection will be based upon the ability to polymerize **rapidly and with sufficient** strength to maintain **hemostasis** during the period required for vascular **healing, approximately** two days. The **polyethylene glycol/lactide** hydrogels will be evaluated, with emphasis upon the lower molecular **weight, higher crosslinked** hydrogels. The technique will be developed using vessels pressurized **with saline. Once** a suitable **formulation** is developed, it will be evaluated in **vivo in** dogs.

### IV. Controlled Release of Protein

Project Objective :

Degradable hydrogels will be used for the controlled release of **polypeptide** drugs.

Project Goals:

1. Develop techniques for the incorporation of bioactive proteins into hydrogels.
2. Evaluate release kinetics and **retention** of bioactive proteins.
3. Evaluate any undesirable chemical **modifications** to the proteins.

Project Outline:

**Bioactive** proteins will be incorporated into aqueous solutions of the photopolymerizable prepolymers. These solutions will be gelled by exposure to light to entrap the protein. The release kinetics and the retention of **bioactivity** will be measured in vitro, using **TPA** as a model enzyme. The extent of chemical modification to the protein will be measured by two techniques: **NMR** of purified proteins and radiolabeling. In the first, **PEG-monoacrylate** will be activated in **the** presence of the protein. The protein will be purified by immunoaffinity chromatography, **eluted**, and the presence of PEG will be determined by NMR. In the **second**, a **radiolabeled PEG-monoacrylate** will be similarly used, with scintillation counting rather than NMR.

3. U. T. M.D. Anderson Cancer Center: Approval of a Patent License Agreement and a Sponsored Research Agreement with Rhodon, Inc. (Rhodon), Houston, Texas, and Authorization for Dr. Garth L. Nicolson to Acquire Equity In and Serve as a Director of Rhodon, Inc.--The Asset Management Committee recommended and the Board:

- a. Approved the Patent License Agreement set out on Pages 196 - 220 by and between the U. T. Board of Regents, for and on behalf of The University of Texas M.D. Anderson Cancer Center, and Rhodon, Inc., Houston, Texas, for the licensing of inventions and technology relating to the diagnosis, prognosis, prediction, monitoring and treatment of metastasis created by Dr. Garth L. Nicolson
- b. Approved the Sponsored Research Agreement set out on Pages 221 - 244 between the U. T. M.D. Anderson Cancer Center and Rhodon, Inc. for further research in the same field
- c. Approved Dr. Nicolson's acquisition of equity in and the right to a seat on the board of directors of Rhodon, Inc.

Rhodon, Inc. (Rhodon) is a Delaware corporation with principal offices in Houston, Texas. Rhodon has been formed to commercialize cancer diagnosis and treatment technologies. Under the Patent License Agreement, Rhodon is granted a royalty-bearing, exclusive, worldwide license to make, have made, use and sell products and services for the diagnosis, prognosis, prediction, monitoring and treatment of metastasis developed by Dr. Garth L. Nicolson of U. T. M.D. Anderson Cancer Center. Rhodon will pay the U. T. Board of Regents running royalties of two and one-half percent (2.5%) on sales of diagnostic products and four to six percent (4-6%) on sales of therapeutic products. Upon Rhodon receiving final approval from the U. S. Food and Drug Administration to commence regular commercial marketing, Rhodon will pay a one-time milestone payment of \$250,000.

Rhodon will also sponsor further research in Dr. Nicolson's laboratory pursuant to the Sponsored Research Agreement. Rhodon must fund the research at a level of \$200,000 per year to obtain further rights in the technology.

Dr. Nicolson will consult with Rhodon in consideration for which he will receive shares of stock in Rhodon. He also will serve on the company's Scientific Advisory Board and will have the right to a seat on the board of directors of Rhodon. His activities on behalf of Rhodon will be limited to twenty (20) days per year in accordance with Section 51.912 of the Texas Education Code and provisions contained in the U. T. System Intellectual Property Policy.

PATENT LICENSE AGREEMENT

THIS 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 **Rhodon, Inc.**, (LICENSEE), a Delaware corporation having a principal place of business located at 3810 Swarthmore, **Houston, Texas** 77005.

W I T N E S S E T H :

Whereas BOARD owns certain PATENT RIGHTS and TECHNOLOGY RIGHTS related to LICENSED SUBJECT **MATTER**, which were developed at The University of Texas M.D. Anderson Cancer Center, a component institution of The University of Texas System;

Whereas 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; and

Whereas LICENSEE 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 \_\_\_\_\_ subject to approval by BOARD.

II. DEFINITIONS

As used in this Agreement, the following terms shall have the meanings indicated:

- 2.1 LICENSED SUBJECT **MATTER** shall mean inventions and discoveries covered by PATENT RIGHTS or TECHNOLOGY RIGHTS within LICENSED FIELD.
- 2.2 PATENT RIGHTS shall mean BOARD'S rights in all information or discoveries covered by patents and/or patent applications listed in Attachment **A** hereto, BOARD'S patent rights in inventions hereafter discovered or developed, whether domestic or foreign (including all rights in foreign patent equivalents and filings now or hereafter made), all improvements and developments thereon, all divisionals, continuations, continuations-in-part, reissues, **reexaminations** or extensions thereof, and any letters patent

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that issue thereon, which name Dr. Garth Nicolson or any of his laboratory staff **associated** with the work at Dr. Nicolson's MDA laboratory as either sole or joint inventor and which relate to the **manufacture**, use or sale of methods and compositions in the LICENSED FIELD.

- 2.3 TECHNOLOGY RIGHTS shall mean Only those rights of BOARD in technical information, know-how, process, procedure, composition, device, method, formula, protocol, technique, software, design, drawing or data directly related to **PATENT RIGHTS (i.e., pre-PATENT RIGHTS technology)** or which are necessary for practicing the inventions at any time covered by PATENT RIGHTS. TECHNOLOGY RIGHTS do not include any technology or intellectual property not directly related to PATENT RIGHTS or that is developed or discovered by LICENSEE (other than through Dr. Nicolson **or** his co-workers at the MDA laboratory).
- 2.4 LICENSED FIELD shall mean the prediction, monitoring, diagnosis, prognosis and treatment of cancer metastasis and **associated** conditions.
- 2.5 LICENSED TERRITORY shall mean anywhere in the world.
- 2.6 LICENSED PRODUCT shall mean any product SOLD by LICENSEE, any product used in **or** the product portion of **services** rendered by LICENSEE, **or** process licensed by LICENSEE, in each case directly based upon LICENSED SUBJECT MATTER pursuant to this Agreement.
- 2.7 SALE or SOLD shall mean the transfer or disposition of a LICENSED PRODUCT for value to a party other than LICENSEE or a SUBSIDIARY, or BOARD, SYSTEM or MDA.
- 2.8 SUBSIDIARY shall mean any business entity more than 50% owned by LICENSEE, any business entity which owns **more** than 50% of LICENSEE, or any business entity that is more than 50% owned by a business entity that owns more than 50% of LICENSEE.
- 2.9 NET SALES shall mean the gross revenues received by LICENSEE 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, rebates, discounts and the like (not to exceed the original billing or invoice amount).
- 2.10 ADDITIONAL TECHNOLOGY shall mean inventions, discoveries, information, know-how, and the like not claimed or described in PATENT RIGHTS or TECHNOLOGY RIGHTS but which relate to or are useful within LICENSED FIELD and which **are** made or

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developed, presently or in the future, in Dr. Nicolson's **MDA** laboratory.

- 2.11 LICENSEE SPONSORED TECHNOLOGY shall mean inventions, discoveries, information, know-how, and the like not claimed or described in PATENT RIGHTS or TECHNOLOGY RIGHTS and which do not relate to and are not useful within LICENSED FIELD and which are made or developed, presently or in the future, in Dr. Nicolson's MDA laboratory.

### 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 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.
- 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. 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.

### IV. LICENSE

- 4.1 BOARD hereby grants to LICENSEE a royalty-bearing (subject to Section 5.7 below), exclusive **license** under LICENSED SUBJECT MATTER to use, manufacture, have manufactured, and/or sell LICENSED PRODUCT within LICENSED TERRITORY for use within LICENSED FIELD. This grant shall be subject to the payment by LICENSEE to BOARD **of** all consideration as provided in this Agreement, 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, clinical trials and similar non-commercial activities, and other educational-related purposes.

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- 4.2 (a) In addition to the license granted in **Section 4.1** above, for the initial 18 months during which **LICENSEE** provides funding for Dr. **Nicolson's MDA** laboratory (pursuant to separate Sponsored Research Agreement), and thereafter for so long as **LICENSEE** continues such funding at a level of at least \$200,000 per year, **LICENSEE** shall be entitled to, and **BOARD** hereby grants to **LICENSEE** a royalty-bearing (subject to Section 5.7 below), exclusive license under (i) **ADDITIONAL TECHNOLOGY** to use, manufacture, have manufactured, and/or sell **LICENSED PRODUCT** within **LICENSED TERRITORY** for use within **LICENSED FIELD**, and (ii) **LICENSEE SPONSORED TECHNOLOGY** to use, manufacture, have manufactured, and/or sell any products in any field including **LICENSED PRODUCTS** **for** use in the **LICENSED FIELD**.
- (b) In the event, and in each instance, that any **ADDITIONAL TECHNOLOGY** results from work sponsored by a third party sponsor ("**SPONSORED ADDITIONAL TECHNOLOGY**"), **BOARD** shall notify **LICENSEE** in writing of such **SPONSORED ADDITIONAL TECHNOLOGY** and offer manufacturing, licensing, marketing, distribution and other rights, subject to the rights of the third party sponsor (collectively, "**Commercial Rights**") for such **SPONSORED ADDITIONAL TECHNOLOGY** to **LICENSEE** on terms to be negotiated in good faith between the parties (the "**Offer Terms**"). **LICENSEE** shall have a right of first refusal for **Commercial Rights** to the **SPONSORED ADDITIONAL TECHNOLOGY** on the **Offer Terms** for a period of thirty (30) days following establishment of the **Offer Terms** by the parties. If **LICENSEE** rejects such **Offer Terms** in writing, **BOARD** shall then be free to negotiate with any third party regarding the **Commercial Rights** to such **SPONSORED ADDITIONAL TECHNOLOGY**. However, prior to entering into a definitive agreement or any other instrument or transaction with any such third party regarding such rights, **BOARD** shall again offer the rights to such **SPONSORED ADDITIONAL TECHNOLOGY** to **LICENSEE** in writing on same or equivalent terms as those negotiated with such third party (the "**Third Party Terms**"). **LICENSEE** shall have a right of first refusal for **Commercial Rights** to the **SPONSORED ADDITIONAL TECHNOLOGY** on the **Third Party Terms** for a period of thirty (30) days following receipt of **BOARD's** written offer. If **LICENSEE** rejects the **Third Party Terms** in writing or does not respond within thirty (30) **days**, **BOARD** may conclude a transaction with the **Third Party Terms** offeree on the **Third Party Terms**. It is acknowledged by **BOARD** that part of the royalty rates are in consideration for these rights of first

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refusal, and that the royalty rates would be less without such rights.

- 4.3 LICENSEE shall have the right to grant sublicenses consistent with this Agreement. LICENSEE further agrees to deliver to BOARD for informational purposes (and under an obligation of confidentiality) a true and correct copy of each sublicense granted by LICENSEE, and any modification or termination thereof, within thirty (30) days after execution, modification, or termination. Upon **termination** of this Agreement, no existing sublicenses granted by LICENSEE shall be affected by such termination, and shall remain in effect according to their terms. MDA shall continue to be entitled to royalties under such sublicenses pursuant to Section **5.1(b)** below, and such sublicenses shall be deemed assigned to BOARD if necessary to ensure the continued royalties.
- 4.4 All improvements or **developments** made **solely** by employees or agents (other than Dr. **Nicolson** or his co-workers at MDA) of LICENSEE to any of LICENSED **SUBJECT MATTER**, ADDITIONAL TECHNOLOGY or LICENSEE SPONSORED TECHNOLOGY shall be the sole property of LICENSEE.
- 4.5 In the event that Dr. **Nicolson's** affiliation with his MDA laboratory ceases, or the laboratory otherwise ceases to operate, **MDA agrees** to use reasonable efforts to provide knowledgeable and competent **personnel** to effect all necessary transfers and impart an understanding of the then existing tangible and intangible aspects of LICENSED SUBJECT MATTER, ADDITIONAL TECHNOLOGY and LICENSEE SPONSORED TECHNOLOGY, provided that once this activity is completed MDA shall have no ongoing obligation to provide additional technical assistance. Furthermore, MDA shall not be obligated to employ new personnel or provide routine consulting services to LICENSEE as a result of this Section 4.5.

#### V. PAYMENTS AND REPORTS

- 5.1 Subject to the paid-up license rights in Section 5.7 below, **in** consideration of rights granted by BOARD to LICENSEE under this Agreement, LICENSEE agrees to pay MDA the following:
- (a) A running royalty as follows:
- (i) for LICENSED PRODUCTS that are designed for or directed to only therapeutic uses and covered by one or more PATENT RIGHTS, six percent (6%) of NET SALES for such LICENSED PRODUCTS:

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- (ii) for LICENSED PRODUCTS described in (i) above but that are not covered by any PATENT RIGHTS (i.e., covered by only non-patented, TECHNOLOGY RIGHTS), four percent (4%) of NET SALES for such LICENSED PRODUCTS; and
- (iii) for LICENSED PRODUCTS that are designed for or directed to diagnostic uses and all uses other than therapeutic, two and one-half percent (2.5%) of NET SALES for such LICENSED PRODUCTS;

In the event LICENSEE establishes a reference laboratory or similar facility which is responsible for NET SALES of LICENSED PRODUCTS in connection with its services performed at such facility, such that the amounts of the NET SALES are not capable of independent determination, the amounts used for determining royalties hereunder shall be those amounts reasonably determined by LICENSEE, subject to the approval of MDA which shall not be unreasonably withheld or delayed.

- (b) Fifty percent (50%) of the gross royalty income revenues, milestone royalty payments, and initial license fees received by LICENSEE from any sublicensee, provided that LICENSEE shall have the right to retain any other amounts from **sublicensees** including, without limitation, amounts associated with **research** funding activity, equity **investments**, loans, other financing activity and the like; and
- (c) Upon LICENSEE receiving final approval from the U.S. Food and Drug Administration (and all other relevant authorities) to commence regular commercial marketing of **its** first LICENSED PRODUCT, a one-time milestone payment of \$250,000.

5.2 During the Term of this Agreement and for one (1) year thereafter, LICENSEE shall keep complete and accurate records of its and **its** sublicensees' SALES and NET SALES of LICENSED PRODUCTS to enable the royalties payable hereunder to be determined. Upon reasonable notice from BOARD and subject to LICENSEE's ordinary nondisclosure agreement, LICENSEE shall permit BOARD or its representatives, at BOARD'S expense, to periodically (but not more than twice per every 12 months) examine its books, ledgers, and records during regular business hours for the purpose of and to the **extent** necessary to verify any report required under this Agreement. In the event that the amounts due to BOARD **are** determined to have been underpaid by more than **10%**, LICENSEE shall pay the cost of such examination, and accrued interest **at** the highest legally allowable rate.

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- 5.3 Commencing with the initial commercial SALE of any **LICENSED PRODUCT**, 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 by LICENSEE and its sublicensee, if any exist, 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 **MDA**. Simultaneously with the delivery of each such report, LICENSEE shall pay to **MDA** the amount, if any, due for the period of such report. **If** no payments are due, it shall be so reported. It is understood and agreed that any research, milestone or similar payment made to BOARD or MDA will be used solely for the intended purpose and **will** not in any manner be applied against **or used** to offset any royalties **or associated** license fees. It is further understood that a **portion of** all royalties will be paid to the appropriate inventors pursuant to BOARD's Rules and Regulations relating to intellectual property rights. LICENSEE will nevertheless be **responsible** for royalty payments only to **MDA** and **MDA** shall be solely responsible for any subsequent distributions of those payments.
- 5.4 Upon the request of BOARD **or MDA but** not more often than once per calendar **year**, LICENSEES shall deliver to BOARD and MDA a written summary report (subject to confidentiality) 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.
- 5.5 All amounts payable hereunder by LICENSEE shall be payable in United States funds. without deductions for taxes, assessments, fees, or charges of any kind. Checks shall be made payable to the University of Texas M.D. Anderson Cancer Center.
- 5.6 LICENSEE shall reimburse BOARD as specified below for all its out-of-pocket and properly documented expenses thus far incurred in filing, prosecuting, enforcing and maintaining PATENT RIGHTS exclusively licensed hereunder and shall pay all such future expenses so long as and in such countries as its license remains exclusive. With respect to reimbursement for expenses thus far incurred by BOARD:
- (a) Upon LICENSEE obtaining "first round" equity funding with proceeds to LICENSEE in excess of \$1 million, LICENSEE will reimburse BOARD up to \$50,000 for such expenses; and

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(b) LICENSEE will then execute its promissory note in favor of BOARD in respect of any remaining such expenses (not to exceed \$100,000) bearing simple **interest at** an annual rate of 8% and payable if and when there is a closing of a "second round" of equity funding with proceeds to LICENSEE in excess **of** \$2 million.

**5.7** Notwithstanding anything in this Agreement, in the event that LICENSEE is acquired by a third party or a SUBSIDIARY, or is the subject of a merger with any such party or SUBSIDIARY, or is the subject of a liquidation of its **assets**, or sells securities in an initial public offering, then LICENSEE shall have the right to obtain fully-paid and royalty-free grants of the licenses under this Agreement, as follows:

(a) A fully-paid and thenceforth royalty-free license under LICENSED SUBJECT MATTER in exchange for a one-time payment of **\$2 million**; and

(b) At LICENSEE's option, a fully-paid and thenceforth royalty-free license under ADDITIONAL TECHNOLOGY and LICENSEE SPONSORED TECHNOLOGY in exchange for an additional one-time payment of **\$2 million**.

#### VT. TERM AND TERMINATION

**6.1** 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.

**6.2** This Agreement will earlier terminate:

(a) automatically if LICENSEE shall become bankrupt or insolvent 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; or

(b) upon ninety (90) days written notice if any party shall breach or default on any obligation under this License Agreement; provided, however, such party may avoid such termination if before the end of **such period** such party notifies the other parties that such breach has been cured and states the manner of such cure.

**6.3** 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

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termination, sell all LICENSED PRODUCT and parts thereof that it may have on hand at the date of termination, provided that it pays earned royalty thereon as provided in this Agreement.

#### VII. INFRINGEMENT BY THIRD PARTIES

- 7.1 LICENSEE shall have the obligation of enforcing at its expense any patent exclusively licensed hereunder against infringement by third parties and shall be entitled to retain recovery from such enforcement. LICENSEE shall pay MDA a royalty of 2.5% on any monetary recovery (or 4% on any monetary recovery based on an infringement primarily affecting therapeutic uses of LICENSED PRODUCTS) in excess of the cost incurred by LICENSEE in such enforcement action to the extent that such monetary recovery by LICENSEE is held to be damages or a reasonable royalty in lieu thereof. In the event that LICENSEE does not file suit against a substantial infringer of such patents within six (6) months of knowledge thereof, then BOARD shall have the right to enforce any patent licensed hereunder on behalf of itself and LICENSEE (MDA retaining all recoveries from such enforcement).
- 7.2 In any suit or dispute involving an infringer, the parties shall cooperate fully, and 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. ASSIGNMENT

- 8.1 Except in connection with the sale of LICENSEE'S business (by sale of assets, sale of stock, merger, or otherwise) this Agreement may not be assigned by LICENSEE without the prior written consent of BOARD, which shall not be unreasonably withheld or delayed.

#### IX. PATENT MARKING

- 9.1 LICENSEE agrees to mark permanently and legibly all products and documentation manufactured or sold by it under this Agreement with such patent notice as may be permitted or required under Title 35, United States Code.

#### X. INDEMNIFICATION

- 10.1 LICENSEE shall hold harmless and indemnify BOARD, SYSTEM, MDA, their Regents, officers, employees and agents from and against those damages finally awarded a third party in

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respect of 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, except to the extent caused by the technology or intellectual property as licensed to LICENSEE under this Agreement, or by the negligence, recklessness or willful misconduct of BOARD, **SYSTEM**, MDA, its Regents, officers, employees and agents, **for** which BOARD, SYSTEM and MDA, to the extent authorized under the constitution and laws of the State of Texas, shall similarly hold harmless and indemnify LICENSEE, its officers, employees, agents or representatives.

10.2 In the event of any infringement or likely infringement by any of the LICENSED SUBJECT MATTER, ADDITIONAL TECHNOLOGY or LICENSEE SPONSORED TECHNOLOGY of any third party's intellectual property (collectively, "Infringing Rights"), BOARD, SYSTEM and MDA shall, together with LICENSEE, cooperate in good faith and on a mutual and reasonable basis, with each party responsible for its respective expenses:

- (a) To negotiate and settle any dispute with any such third party concerning the Infringing Rights, and otherwise resolve any such infringement and secure LICENSEE's continued rights to the Infringing Rights; and
- (b) To make a reasonable and equitable adjustment, if any, to the royalties paid or otherwise due under this Agreement in respect of licenses or other rights obtained by LICENSEE from third parties under such Infringing Rights in order for LICENSEE to continue to exercise rights granted under this Agreement.

10.3 In no event shall any party to this Agreement be liable for indirect, consequential or similar damages, even if advised of the possibility **of such** liability.

#### XI. USE OF BOARD AND COMPONENTS NAME

- 11.1 (a) Except as described in **11.1(b)** below, LICENSEE may not use the name of MDA, BOARD or SYSTEM.
- (b) (i) LICENSEE may use the name of MDA, BOARD or SYSTEM only when indicating, as a factual matter, that MDA is a **licensor** of LICENSEE under this Agreement and only in connection with either or both of the following:

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(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.

(ii) LICENSEE **may** otherwise use the name of **MDA**, BOARD or SYSTEM when and as required by applicable law, rules and regulations, **or** upon MDA's consent, which shall not be unreasonably withheld or delayed.

#### XII. CONFIDENTIAL INFORMATION

12.1 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 agents 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 pursuant to any preexisting obligation.

12.2 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.

#### XIII. PATENTS AND INVENTIONS

13.1 Except with respect to expenses thus far incurred which shall be reimbursed only in accordance with Section 5.6 above, LICENSEE shall reimburse BOARD for all future third party expenses incurred by BOARD in searching, preparing, filing, prosecuting and maintaining patent applications and patents relating to PATENT RIGHTS. If after consultation with LICENSEE it is agreed by BOARD and LICENSEE that a patent application should be filed **for** LICENSEE SUBJECT MATTER, BOARD will prepare and file appropriate patent

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applications, and LICENSEE will pay the reasonable third party costs of searching, preparing, filing, prosecuting and maintaining same. If LICENSEE notifies BOARD that it does not intend to pay the third party costs of an application, or if LICENSEE does not respond or make an effort to agree with BOARD on the disposition of rights of the subject invention, then BOARD may file such application at its own expense and **LICENSEE** shall have no rights to such invention other than TECHNOLOGY RIGHTS. BOARD shall provide LICENSEE with a copy of the application for which LICENSEE has paid the cost of filing as well as copies of any documents received or filed during prosecution thereof.

XIV. GENERAL

- 14.1 This Agreement and the Sponsored Research Agreement of even date herewith constitute the entire and only Agreements between the parties for LICENSED SUBJECT MATTER, ADDITIONAL TECHNOLOGY and LICENSEE SPONSORED TECHNOLOGY and all other prior negotiations, representations, agreements 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.
- 14.2 Any notice required by this License Agreement shall be in writing and shall be given by prepaid, first class, certified mail, return receipt requested, addressed in the case of BOARD to:

BOARD OF REGENTS  
The University of Texas System  
201 West Seventh Street  
Austin, Texas 78701  
**ATTENTION:** System Intellectual  
Property Office

with copy to: **UTMDACC**  
Office of Technology Development  
1020 Holcombe Blvd., Suite 1450  
Houston, Texas 77030  
**ATTENTION:** William J. Doty

or in the case of LICENSEE to:

**RHODON, INC.**  
3810 Swarthmore  
Houston, Texas  
**ATTENTION:** Carl S. Stutts

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or such other address as may be given from time to time under the terms of this notice provision.

- 14.3 LICENSEE shall comply with all applicable federal, state and local laws and regulations in **connection** with its activities pursuant to this Agreement.
- 14.4 This License Agreement shall be construed and enforced in accordance with the laws of the United States of America and of the State of Texas.
- 14.5 Failure of a party 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.
- 14.6 Headings included herein are **for** convenience only and shall not be used to construe this Agreement.
- 14.7 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.
- 14.8 This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

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  
Acting Vice Chancellor  
for Asset Management

APPROVED AS TO CONTENT:

**RHODON, INC.**

BY \_\_\_\_\_  
William J. Doty  
Director, Technology  
Development

BY \_\_\_\_\_  
Carl S. Stutts,  
President

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ATTACHMENT A  
THE UNIVERSITY OF TEXAS M.D. ANDERSON CANCER CENTER  
REPORT OF DR. NICOLSON'S PATENTS

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ID #: UTMACC:028      Australia      Serial #: 70753/87      Filed: 3/30/87      Status: EXPIRES      3/30/03  
Parent #:      Patent #: 599364      Issued: 11/27/90      Last Action:  
AKA#:      Tax Date: 3/30/93      Action1:  
Outside Counsel: DLP      Their Ref: UTSC:028      Federal Grant #:  
Assignee:      Licensee: Triton, term. 8/89      Action2:  
  
Inventor1: Garth L. Nicolson, Ph.D.      Inventor2: Susan M. North, Ph.D.      Inventor3: Peter A. Steck, Ph.D.  
Inventor4:      Inventor5:      Inventor6:  
Inventor7:

Title: Methods and Compositions for the Identification of Metastatic Human Tumors

ID #: UTMACC:028      Canada      Serial #: 533286      Filed: 3/30/87      Status: ALLOWED      2/04/92  
Parent #:      Patent #:      Issued:      Last Action: RESPOND OA 10/15/91  
AKA#:      Tax Date:      Action1:  
Outside Counsel: DLP      Their Ref: UTSC:028      Federal Grant #:  
Assignee:      Licensee: Triton, term. 8/89      Action2:  
  
Inventor1: Garth L. Nicolson, Ph.D.      Inventor2: Susan M. North, Ph.D.      Inventor3: Peter A. Steck, Ph.D.  
Inventor4:      Inventor5:      Inventor6:  
Inventor7:

Title: Methods and Compositions for the Identification of Metastatic Human Tumors

ID #: UTMACC:028      Denmark      Serial #: 1623/87      Filed: 3/31/87      Status: PENDING  
Parent #:      Patent #:      Issued:      Last Action:  
AKA#:      Tax Date: 3/31/93      Action1:  
Outside Counsel: DLP      Their Ref: UTSC:028      Federal Grant #:  
Assignee:      Licensee: Triton, term. 8/89      Action2:  
  
Inventor1: Garth L. Nicolson, Ph.D.      Inventor2: Susan M. North, Ph.D.      Inventor3: Peter A. Steck, Ph.D.  
Inventor4:      Inventor5:      Inventor6:  
Inventor7:

Title: Methods and Compositions for the Identification of Metastatic Human Tumors

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REPORT OF DR. NICOLSON'S PATENTS

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ID #: UTMACC:028 EPC Serial #: 87302848.4 Filed: 4/01/87 Status: PUBLISHED 10/07/87  
Parent #: Patent #: 0240341 Issued: Last Action: RESPOND OA 12/13/91  
AKA#: Tax Date: 4/01/92 Action1:  
Outside Counsel: DLP Their Ref: UTSC:028 Federal Grant #: Action2:  
Assignee: Licensee: Triton, term 8/89  
Inventor1: Garth L. Nicolson, Ph.D. Inventor2: Susan M. North, Ph.D. Inventor3: Peter A. Steck, Ph.D.  
Inventor4: Inventor5: Inventor6:  
Inventor7:

Title: Methods and Compositions for the Identification of Metastatic Human Tumors

ID #: UTMACC:028 Finland Serial #: 871411 Filed: 3/31/87 Status: PENDING  
Parent #: Patent #: Issued: Last Action: RESPOND OA 1/15/92  
AKA#: Tax Date: 3/31/93 Action1:  
Outside Counsel: DLP Their Ref: UTSC:028 Federal Grant #: Action2:  
Assignee: Licensee: Triton, term 8/89  
Inventor1: Garth L. Nicolson, Ph.D. Inventor2: Susan M. North, Ph.D. Inventor3: Peter A. Steck Ph.D.  
Inventor4: Inventor5: Inventor6:  
Inventor7:

Title: Methods and Compositions for the Identification of Metastatic Human Tumors

ID #: UTMACC:028 Japan Serial #: 80856/87 Filed: 4/01/87 Status: PUBLISHED 11/05/87  
Parent #: Patent #: Issued: Last Action: EXAM REQ'D 4/04/88  
AKA#: Tax Date: Action1:  
Outside Counsel: DLP Their Ref: UTSC:028 Federal Grant #: Action2:  
Assignee: Licensee: Triton, term. 8/89  
Inventor1: Garth L. Nicolson, Ph.D. Inventor2: Susan M. North, Ph.D. Inventor3: Peter A. Steck, Ph.D.  
Inventor4: Inventor5: Inventor6:  
Inventor7:

Title: Methods and Compositions for the Identification of Metastatic Human Tumors

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ID #: UTMACC:028 Norway Serial #: 871352 Filed: 3/31/87 status: PENDING  
Parent I: Patent #: Issued: Last Action: RESPOND ON 10/09/91  
AKA/: Tax Date: 3/31/93 Action1:  
Outside Counsel: DLP Their Ref: UTSC:028 Federal Grant #: Action2:  
Assignee: Licensee: Triton, ten. 8/89  
Inventor1: Garth L. Nicolson, Ph.D. Inventor2: Susan M. North, Ph.D. Inventor3: Peter A. Steck, Ph.D.  
Inventor4: Inventor5: Inventor6:  
Inventor7 :

Title: **Methods and Compositions for the Identification of Metastatic Human Tumors**

ID I: UTMACC:028 USA Serial #: 846938 Piled: 4/01/86 Status: EXPIRES 7/09/08  
Parent I: Patent #: 5030559 Issued: 7/09/91 Last Action:  
AKA/: Tax Date: 1/09/94 Action1:  
Outside Counsel: DLP Their Ref: UTSC:028 Federal Grant #: Action2:  
Assignee: Licensee: Triton, ten. 8/89  
Inventor1: Garth L. Nicolson, Ph. D. Inventor2: Susan M. North, Ph.D. Inventor3: Peter A. Steck, Ph.D.  
Inventor4 : Inventor5: Inventor6:  
Inventor7 :

Title: **Methods and Compositions for the Identification of Metastatic Human Tumors**

ID #: UTMACC:058 Australia Serial #: 69870/87 Filed: 3/10/87 Status: EXPIRES 3/10/03  
Parent #: 839890 (027) 3/10/86 Patent #: 609386 Issued: 9/19/91 Last Action:  
AKA/: Tax Date: 3/10/93 Action1: WORKING 9/19/94  
Outside Counsel: DSH Their Ref: UTSC:058 Federal Grant #: Action2:  
Assignee: Licensee:  
Inventor1: Garth L. Nicolson, Ph.D. Inventor2: Motowo Nakajima, Ph.D. Inventor3: Tatsuro Irimura, Ph.D.  
Inventor4: Inventors: Inventor6:  
Inventor7 :

Title: **Endoglycosidase Assay**

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ID #: **UTMDACC:058** Canada Serial I: 531498 Filed: **3/09/87** status: PENDING  
Parent #: **839890 (027)** 3/10/86 Patent #: Issued: Last Action: **RESPOND OA 11/17/89**  
AKA/: Tax Date: Action1 :  
Outside Counsel: **DSH** Their Ref: **UTSC:058** Federal Grant #: **Action2:**  
Assignee: Licensee:  
Inventor1: **Garth L. Nicolson, Ph.D.** Inventor2: **Motowo Nakajima, Ph.D.** Inventor3: **Tatsuro Irimura, Ph.D.**  
Inventor4: Inventor5: Inventor6:  
Inventor7 :

Title: **Endoglycosidase** Assay

ID #: **UTMDACC:058** Denmark Serial #: **1220/87** Filed: **3/10/87** Status: PENDING  
Parent I: **839890 (027)** 3/10/86 Patent I: Issued: Last Action: **RESPOND OA 11/07/91**  
AKA/: tax Date: **3/10/93** Action1:  
Outside Counsel: **DSH** Their Ref: **UTSC:058** Federal Grant #: **Action2:**  
Assignee: Licensee:  
Inventor1: **Garth L. Nicolson, Ph.D.** Inventor2: **Motowo Nakajima, Ph.D.** Inventor3: **Tatsuro Irimura, Ph.D.**  
Inventor4 : Inventor5: Inventor6:  
Inventor7 :

Title: **Endoglycosidase** Assay

ID 1: **UTMDACC:058** EPC Serial #: **87302030.9** Filed: **3/10/87** status: PENDING  
Parent #: **839890 (027)** 3/10/86 Patent #: **0244932** Issued: Last Action: **EXAM REQ'D 9/10/91**  
AKA/: Tax Date: **3/10/93** Act ion1 :  
Outside Counsel: **DSH** Their Ref: **UTSC:058** Federal Grant #: **Action2:**  
Assignee: Licensee:  
Inventor1: **Garth L. Nicolson, Ph.D.** Inventor2: **Motowo Nakajima, Ph.D.** Inventor3: **Tatsuro Irimura, Ph.D.**  
Inventor4: Inventor5: Inventor6:  
Inventor7 :

Title: **Endoglycosidase** Assay

THE UNIVERSITY OF TEXAS M.D. ANDERSON CANCER CENTER  
REPORT OF DR. NICOLSON'S PATENTS

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ID #: UTMACC:058 Finland Serial #: 871039 Filed: 3/10/87 status: PENDING  
Parent #: 839890 (027) 3/10/86 Patent #: Issued: Last Action: RESPOND ON 12/20/88  
NW: Tax Date: 3/10/93 Action1 :  
Outside Counsel: DSH Their Ref: UTSC:058 Federal Grant #: Action2:  
Assignee: Licensee:  
  
Inventor1: Garth L. Nicolson, Ph.D. Inventor2: Motowo Nakajima, Ph.D. Inventor3: Tatsuro Irimura, Ph.D.  
Inventor4: Inventor5: Inventor6:  
Inventor7 :

title: Endoglycosidase Assay

ID #: UTMACC:058 Japan Serial #: 55106/87 Filed: 3/10/87 Status: PUBLISHED 11/18/87  
Parent #: 839890 (027) 3/10/86 Patent #: Issued: 11/18/87 Last Action: EXAM REQ'D 9/19/88  
AKA#: Tax Date: Action1:  
Outside Counsel: DSH Their Ref: UTSC:058 Federal Grant #: Action2:  
Assignee: Licensee:  
  
Inventor1: Garth L. Nicolson, Ph.D. Inventor2: Motowo Nakajima, Ph.D. Inventor3: Tatsuro Irimura, Ph.D.  
Inventor4 : Inventor5: Inventor6:  
Inventor7:

Title: Endoglycosidase Assay

ID #: UTMACC:058 Norway Serial #: 87/0977 Filed: 3/10/87 status: PENDING  
Parent #: 8398% (027) 3/10/86 Patent #: Issued: Last Action: RESPOND OR 10/09/91  
AKA#: Tax Date: 3/10/93 Action1:  
Outside Counsel: DSH Their Ref: UTSC:058 Federal Grant #: Action2:  
Assignee: Licensee:  
  
Inventor1: Garth L. Nicolson, Ph.D. Inventor2: Motowo Nakajima, Ph.D. Inventor3: Tatsuro Irimura, Ph.D.  
Inventor4: Inventor5: Inventor6:  
Inventor7 :

Title: Endoglycosidase Assay

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ID #: UTMACC:058 USA CIP Serial #: 012860 Filed: 2/20/87 Status: EXPIRES 8/22/06  
Parent #: 839890 (027) 3/10/86 Patent #: 4859581 Issued: 8/22/89 Last Action:  
AKA#: Tax Date: 2/22/93 Action1 :  
outside Counsel: DSH Their Ref: UTSC:058 Federal Grant #: Action2:  
Assignee: Licensee:  
Inventor1: Garth L. Nicolson, Ph.D. Inventor2: Motowo Nakajima, Ph.D. Inventor3: Tatsuro Irimura, Ph.D.  
Inventor4: Inventor5: Inventor6:  
Inventor7:

Title: **Endoglycosidase** Assay

ID #: UTMACC:073 Australia Serial #: 35502/89 Filed: 12/20/90 Status: PENDING  
Parent #: Patent #: Issued: Last Action: EXAM REQ'D 7/15/91  
AKA#: Tax Date: 5/02/92 Action1:  
Outside Counsel: KDG Their Ref: UTSC:073 Federal Grant #: Action2:  
Assignee: Licensee:  
Inventor1: Garth L. Nicolson, Ph.D. Inventor2: Philip C. Cavanaugh, Ph.D. Inventor3:  
Inventor4: Inventor5: Inventor6:  
Inventor7:

Title: **Lung Growth Stimulatory and Inhibitory Factors for Carcinoma Tumor Cells**

ID #: UTMACC:073 EPC Serial #: 89905552.9 Filed: 1/15/90 status: PUBLISHED 2/06/91  
Parent #: Patent #: 041729 Issued: Last Action:  
AKA#: Tax Date: 5/02/92 Action1:  
Outside Counsel: KDG Their Ref: UTSC:073 Federal Grant #: Action2:  
Assignee: Licensee:  
Inventor1: Garth L. Nicolson, Ph.D. Inventor2: Philip C. Cavanaugh, Ph.D. Inventor3 :  
Inventor4: Inventor5: Inventor6:  
Inventor7:

Title: **Lung Growth Stimulatory and Inhibitory Factors for Carcinoma Tumor Cells**

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ID #: **UTMDACC:073**    **Japan**                      Serial #: 1-505 281                      Filed:                      status: PENDING  
 Parent I:                      Patent #:                      Issued:                      Last Action:  
 AKA#:                      Tax Date:                      Action1: REQ EXAM+ 5/02/96  
 Outside Counsel: **KDG**    Their Ref: **UTSC:073**                      Federal Grant #:                      Action2:  
 Assignee:                      Licensee:  
 Inventor1: **Garth L. Nicolson, Ph.D.**                      Inventor2: **Philip C. Cavanaugh, Ph.D.**                      Inventor3:  
 Inventor4:                      Inventor5:                      Inventor6:  
 Inventor7 :

Title: **Lung Growth Stimulatory and Inhibitory Factors for Carcinoma Tumor Cells**

ID #: **UTMDACC:073**    **PCT**                      Serial #: **US89/01875**                      Piled : **5/02/89**                      Status: **ABANDON**    **11/23/90**  
 Parent I:                      Patent #:                      Issued:                      Last Action: **NATIONAL 10/03/90**  
 AKA#:                      Tax Date:                      Action1:  
 Outside Counsel: **KDG**    Their Ref: **UTSC:073**                      Federal Grant #:                      Action2:  
 Assignee:                      Licensee:  
 Inventor1: **Garth L. Nicolson, Ph.D.**                      Inventor2: **Philip G. Cavanaugh, Ph.D.**                      Inventor3:  
 Inventor4 :                      Inventor5:                      Inventor6:  
 Inventor7 :

Title: **Lung Growth Stimulatory and Inhibitory Factors for Carcinoma Tumor Cells**

ID I: **UTMDACC:073**    **USA**                      Serial f: 197689                      Filed: **5/23/88**                      Status: **ALLOWED**    **12/04/91**  
 Parent I:                      Patent #:                      Issued:                      Last Action: **FEE PAID**    **2/13/92**  
 AKA#:                      Tax Date:                      Action1:  
 Outside Counsel: **KDG**    Their Ref: **UTSC:073**                      Federal Grant #:                      Action2:  
 Assignee:                      Licensee: .  
 Inventor1: **Garth L. Nicolson, Ph.D.**                      Inventor2: **Philip G. Cavanaugh, Ph.D.**                      Inventor3 :  
 Inventor1:                      Inventor5:                      Inventor6:  
 Inventor7 :

Title: **Lung Growth Stimulatory and Inhibitory Factors for Carcinoma Tumor Cells**

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ID #: UTMACC:115      Australia      Serial #: 51047/90      Filed:      Status: PENDING  
Parent #:      Patent #:      Issued:      Last Action:  
AKA/: IDR89-003      Tax Date:      Action1:  
Outside Counsel: DLP      Their Ref: UTSC:115      Federal Grant #: R01 CA41524      Action2:  
Assignee:      Licensee:  
  
Inventor1: Motowo Nakajima, Ph.D.      Inventor2: Garth L. Nicolson, Ph.D.      Inventor3:  
Inventor4:      Inventor5:      Inventor6:  
Inventor7:

Title: Metastasis-Associated Collagenolytic Metalloproteinase

ID #: UTMACC:115      Canada      Serial #:      Filed:      Status: FILED  
Parent #:      Patent #:      Issued:      Last Action:  
AKA/: IDR89-003      Tax Date: 1/24/93      Action1:  
Outside Counsel: DLP      Their Ref: UTSC:115      Federal Grant #: R01 CA41524      Action2:  
Assignee:      Licensee:  
  
Inventor1: Motowo Nakajima, Ph.D.      Inventor2: Garth L. Nicolson, Ph.D.      Inventor3:  
Inventor4:      Inventor5:      Inventor6:  
Inventor7:

Title: Metastasis-Associated Collagenolytic Metalloproteinase

ID #: UTMACC:115      EPC      Serial #: 9090355.2      Filed:      Status: PENDING  
Parent #:      Patent #:      Issued:      Last Action:  
AKA/: IDR89-003      Tax Date: 1/29/93      Action1:  
Outside Counsel: DLP      Their Ref: UTSC:115      Federal Grant #: R01 CA41524      Action2:  
Assignee:      Licensee:  
  
Inventor1: Motowo Nakajima, Ph.D.      Inventor2: Garth L. Nicolson, Ph.D.      Inventor3:  
Inventor4:      Inventor5:      Inventor6:  
Inventor7:

Title: Metastasis-Associated Collagenolytic Metalloproteinase

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ID #: UTMACC:115      Japan      Serial #:      Filed: 8/27/91      Status: PENDING  
Parent #:      Patent #:      Issued:      Last Action:  
AKA#: IDR89-003      Tax Date:      Action1: REQ EXAM      1/29/97  
Outside Counsel: DLP      Their Ref: UTSC:115      Federal Grant #: RO1 CA41524      Action2:  
Assignee:      Licensee:  
  
Inventor1: Motowo Nakajima, Ph.D.      Inventor2: Garth L. Nicolson, Ph.D.      Inventor3:  
Inventor4:      Inventor5:      Inventor6:  
Inventor7:

Title: Metastasis-Associated Collagenolytic Metalloproteinase

ID #: UTMACC:115      PCT      Serial #- US90/00506      Filed: 1/29/90      Status: PUBLISHED      9/07/90  
Parent #:      Patent #:-      Issued:      Last Action: NATIONAL      8/06  
AKA#: IDR89-003      Tax Date:      Action1:  
Outside Counsel: DLP      Their Ref: UTSC:115      Federal Grant #: RO1 CA41524      Action2:  
Assignee:      Licensee:  
  
Inventor1: Motowo Nakajima, Ph.D.      Inventor2: Garth L. Nicolson, Ph.D.      Inventor3:  
Inventor4:      Inventor5:      Inventor6:  
Inventor7:

Title: Metastasis-Associated Collagenolytic Metalloproteinase

ID #: UTMACC:115      USA      Serial #: 316260      Filed: 2/27/89      Status: PENDING  
Parent #:      Patent #:      Issued:      Last Action: RESPOND OA      1/08/92  
AKA#: IDR89-003      Tax Date:      Action1: RESP OA      5/18/92  
Outside Counsel: DLP      Their Ref: UTSC:115      Federal Grant #: RO1 CA41524      Action2:  
Assignee:      Licensee:  
  
Inventor1: Motowo Nakajima, Ph.D.      Inventor2: Garth L. Nicolson, Ph.D.      Inventor3:  
Inventor4:      Inventor5:      Inventor6:  
Inventor7:

Title: Metastasis-Associated Collagenolytic Metalloproteinase

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ID #: UTMACC:152 USA DIV Serial #: 377015 Filed: 7/07/89 Status: PENDING  
Parent #: 012860 (058) 2/20/87 Patent #: Issued: Last Action: RESPOND OA 10/15/91  
AKA/: Tax Date: Action1:  
Outside Counsel: DSH Their Ref: UTSC:152 Federal Grant #: Action2:  
Assignee: Licensee:  
Inventor1: Garth L. Nicolson, Ph.D. Inventor2: Motowo Nakajima, Ph.D. Inventor3: Tatsuro Irimura, Ph.D.  
Inventor4: Inventor5: Inventor6:  
Inventor7:

Title: Endoglycosidase Assay

ID #: UTMACC:193 PCT Serial #: US91/03832 Filed: 5/22/91 Status: PENDING  
Parent #: 377015 (152) 7/07/89 Patent #: Issued: Last Action: RESPOND WO 4/09/92  
AKA/: Tax Date: Action1:  
Outside Counsel: DSH Their Ref: UTSC:193 Federal Grant #: Action2: NATIONAL 11/30/92  
Assignee: University of Texas System Licensee:  
Inventor1: Garth L. Nicolson, Ph.D. Inventor2: Li Jin Inventor3: Motowo Nakajima, Ph.D.  
Inventor4: Inventor5: Inventor6:  
Inventor7:

Title: Immunochemical Localization of Heparanase In Mouse And Human Melanomas

ID #: UTMACC:193 USA CIP Serial #: 530869 Filed: 5/31/90 Status: PENDING  
Parent #: 377015 (152) 7/07/89 Patent #: Issued: Last Action: FILE IDS 11/12/91  
AKA/: Tax Date: Action1: FINAL OA+ 5/10/92  
Outside Counsel: DSH Their Ref: UTSC:193 Federal Grant #: Action2:  
Assignee: University of Texas System Licensee:  
Inventor1: Garth L. Nicolson, Ph.D. Inventor2: Li Jin Inventor3: Motowo Nakajima, Ph.D.  
Inventor4: Inventor5: Inventor6:  
Inventor7:

Title: Immunochemical Localization of Heparanase In Mouse And Human Melanomas

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ID #: UTMACC:199 PCT Serial #: US91/04863 Filed: 7/10/91 Status: PUBLISHED 1/23/92  
 Parent #: 342627 (143) 4/18/89 Patent #: WO 92/01003 Issued: Last Action: CHII 12/13/91  
 AKA/: Tax Date: Action1:  
 Outside Counsel: DSH Their Ref: UTSC:143 Federal Grant #: BRSG RR5511 Action2: NATIONAL 1/10/93  
 Assignee: University of Texas System Licensee:  
 Inventor1: Garth L. Nicolson, Ph.D. Inventor2: Tatsuro Irimura, Ph.D. Inventor3: Motowo Nakajima, Ph.D.  
 Inventor4: Inventor5: Inventor6:  
 Inventor7:

Title: Glycosaminoglycon Derivatives and Their Use As Inhibitors Of Tumor Invasiveness or Metastatic Profusion-II

ID #: UTMACC:199 USA CIP Serial #: 550827 Filed: 7/10/90 Status: PENDING  
 Parent #: 342627 (143) 4/18/89 Patent #: Issued: Last Action: FILE IDS 12/19/91  
 AKA/: Tax Date: Action1: RESP OR+ 5/12/92  
 Outside Counsel: DSH Their Ref: UTSC:143 Federal Grant #: BRSG RR5511 Action2:  
 Assignee: University of Texas System Licensee:  
 Inventor1: Garth L. Nicolson, Ph.D. Inventor2: Tatsuro Irimura, Ph.D. Inventor3: Motowo Nakajima, Ph.D.  
 Inventor4: Inventor5: Inventor6:  
 Inventor7:

Title: Glycosaminoglycon Derivatives and Their Use As Inhibitors Of Tumor Invasiveness or Metastatic Profusion-II

ID #: UTMACC:248 USA DIV Serial #: Filed: 10/15/91 Status: FILED  
 Parent #: 377015 (152) 7/07/89 Patent #: Issued: Last Action:  
 AKA/: Tax Date: Action1:  
 Outside Counsel: DSH Their Ref: UTSC:248 Federal Grant #: Action2:  
 Assignee: Licensee:  
 Inventor1: Garth L. Nicolson, Ph.D. Inventor2: Motowo Nakajima, Ph.D. Inventor3: Tatsuro Irimura, Ph.D.  
 Inventor4: Inventor5: Inventor6:  
 Inventor7:

Title: Endoglycosidase Assay

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ID #: **UTMDACC:268** USA DIV Serial #: 837391 Filed: 2/19/92  
Parent I: 197689 (073) 5/23/88 Patent #: Issued: Last Action: FILE HISS 3/11/92  
**AKA/:** Tax Date:  
Outside Counsel: KDG Their Ref: **UTSC:268** Federal Grant #:  
Assignee: Licensee:  
  
Inventor1: Garth L. Nicolson, Ph.D. Inventor2: Philip G. Cavanaugh, Ph.D. Inventor3:  
Inventor4 : Inventors: Inventor6:  
Inventor7 :

status: **PENDING**

action1:  
Action2:

Title: **Lung Growth Stimulatory and Inhibitory Factors for Carcinoma Tumor Cells**

ID #: **UTMDACC:270** USA Serial #: Filed:  
Parent #: Patent #: Issued: Last Action: **DRAFT-INV 4/03/92**  
**AKA/:** **IDR92-005** Tax Date:  
Outside Counsel: DIP Their Ref: **UTSC:270** Federal Grant #: **5R35-CA44352\***  
Assignee: Licensee:  
  
Inventor1: Philip G. Cavanaugh, Ph.D. Inventor2: Garth L. Nicolson, Ph.D. Inventor3:  
Inventor4: Inventor5: Inventor6:  
Inventor7 :

Status: **DISCLOSURE 10/18/91**

Action1:  
Action2:

Title: **Liver-Derived Tumor Cell Growth Indicator**

SPONSORED RESEARCH **AGREEMENT**

Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 1992, 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 **Rhodon, Inc.**, a Delaware corporation (hereinafter referred to as "SPONSOR"), located at 3810 Swarthmore, Houston, Texas 77005.

WITNESSETH:

WHEREAS, **SPONSOR** is the manufacturer or licensee of certain patent rights and know-how covering metastasis detection and inhibition which have potential utilization in patient care and treatment; and

WHEREAS, the Board of Regents of SYSTEM, SYSTEM and **CANCER CENTER** on the **one** hand, and **SPONSOR** on the other hand, have entered into a Patent License Agreement (the "License Agreement") of even date with this Agreement covering the license of certain technology and intellectual property to **SPONSOR**; and

**WHEREAS**, **CANCER CENTER** has research facilities and situations which would allow investigation and study of Biological Markers for Detection of Metastatic Cancer Cells in Biopsies and Blood 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 Dr. Garth **Nicolson** (Principal Investigator) at **CANCER CENTER**, with the assistance of appropriate associates and colleagues at **CANCER CENTER** as may be required, provided, however, that **SPONSOR** shall be entitled to **request** the appointment of a new Principal Investigator with the consent of **CANCER CENTER**, which consent shall not be unreasonably withheld.
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's** policy and may be subsequently amended only in accordance with **CANCER CENTER's** policy and the written agreement of

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CANCER CENTER and SPONSOR as provided for in Article 15 hereinbelow.

3. Invention and Patents. This Article 3 shall apply only to matters not covered in the License Agreement.
  - 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 and funded pursuant to the obligations of this Agreement; (ii) is conceived and reduced to practice during the term of this 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**. Inventions made jointly by employees or agents of **CANCER CENTER** and **SPONSOR** shall be jointly owned (without accounting) by **CANCER CENTER** and **SPONSOR**. Inventions made solely by employees or agents of **SPONSOR** shall be the sole property of **SPONSOR**.
  - b. In the event that an Invention is made, either solely by employees or agents of **CANCER CENTER** or jointly by employees or agents of **CANCER CENTER** and **SPONSOR**, **CANCER CENTER** and **SPONSOR** agree to give notice of such Invention to each other within fifteen (15) days of the identification of such Invention. Within fifteen (15) days of notice of Invention, **CANCER CENTER** and **SPONSOR** will thereupon exert their best reasonable efforts in cooperation with each other to investigate, evaluate and determine to the mutual satisfaction of both parties, the disposition of rights to the Invention, including whether, by whom, and where any patent applications are to be filed.
  - c. If, after consultation with **SPONSOR**, it is agreed by the parties that a patent application should be filed, **CANCER CENTER** will prepare and file appropriate United States and foreign patent applications on Inventions made under this Agreement, and **SPONSOR** will pay the reasonable third party costs of preparing, filing and maintenance thereof. If **SPONSOR** notifies **CANCER CENTER** that it does not intend to pay the third party costs of an application, or if **SPONSOR** does not respond or make an effort to agree with **CANCER CENTER** on the disposition of rights to the Invention, then **CANCER CENTER** may file such application at its own expense,

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and SPONSOR shall have no rights to such Invention. CANCER CENTER will provide SPONSOR a copy of the application filed for which SPONSOR has paid the cost of filing, as well as copies of any documents received or filed during prosecution thereof. SPONSOR agrees to maintain any such application in confidence until it is published by CANCER CENTER or by the respective patent office, or otherwise enters the public domain other than by an act of SPONSOR.

- d. CANCER CENTER hereby grants SPONSOR an irrevocable option to negotiate and acquire an exclusive, world-wide, royalty bearing license to an Invention (as well as patent applications, patents, and copyrights thereon) for commercial purposes, provided that SPONSOR shall pay all reasonable costs and expenses associated with patent and copyright filing, prosecution, issuance, and maintenance. SPONSOR shall have sixty (60) days from the date of notice of Invention from CANCER CENTER pursuant to Article 3(b) hereinabove, to give written notice to CANCER CENTER exercising said option.
- e. In the event that SPONSOR elects to exercise its option to negotiate and acquire such a license in the **time** and manner provided in Article 3(d) hereinabove, the parties agree to enter into good faith negotiations regarding the terms and conditions of said license and further **agree** to negotiate license fee rates and other payments which are fair and reasonable to both parties.
- f. In the event that the parties fail to reach an agreement regarding the terms and conditions of said license, within one hundred eighty (180) days after SPONSOR's notification to CANCER CENTER **of** SPONSOR's exercise of said option pursuant to Articles 3(d) and (e) hereinabove, CANCER CENTER shall have the right to enter into license agreements concerning the same Inventions with third parties; provided, however, that during the term of this Agreement CANCER CENTER shall not enter into any such license agreements with third parties if the terms and conditions thereof are not, in general, more favorable to the CANCER CENTER than those terms and conditions last proposed by SPONSOR prior to the expiration of the one hundred eighty (180) days negotiation period provided for herein, unless CANCER CENTER has offered the new terms and conditions to SPONSOR, and SPONSOR has refused to accept them, or has failed to respond within [seven (7)] days of receipt of the terms.

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4. Confidentiality. Because CANCER CENTER and SPONSOR will be cooperating with each other in this Research, and because each may reveal to the other in the course of this Research certain confidential information, CANCER CENTER and SPONSOR agree to hold any confidential information which (a) is obtained during the course of this work and (b) is related thereto and (c) is marked **as** "CONFIDENTIAL" in confidence, and each party will not disclose same to any third party without the express written **consent** of the other party to this Agreement. This **requirement** shall remain in force for a period of three (3) years following completion of work under this Agreement. Nothing in this paragraph shall in any way restrict the rights of either CANCER CENTER or SPONSOR to use, disclose or otherwise deal with any information which:
- a. Can be demonstrated to have been in the public domain as of the effective date of this Agreement **or comes** into the public domain through the term of this Agreement through no act of the recipient; or
  - b. Can be demonstrated to have been known to the recipient prior to the execution of this Agreement; or
  - c. Can be demonstrated to have been rightfully received by the recipient after disclosure under this Agreement from a third party who did not **require** the recipient to hold it in confidence or limit its use and who did not acquire it, directly or indirectly, under obligation of confidentiality to the disclosing party; or
  - d. Shall be required for disclosure to federal regulatory agencies pursuant to approval for use; or
  - e. Is independently invented by researchers of the recipient, which **in** the case of CANCER CENTER includes SYSTEM, who have not had access to the information provided to the recipient hereunder.

Except as permitted under the License Agreement, nothing herein is intended to give SPONSOR the right to use for any purpose pre-existing confidential information of CANCER CENTER. Notwithstanding the confidentiality obligations of this Agreement, nothing herein shall prevent CANCER CENTER and any other component of SYSTEM from using any information generated hereunder for ordinary research and educational purposes of a university.

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

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CANCER wishes to publish, CANCER CENTER shall notify SPONSOR of its desire to publish at least ninety (90) 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. 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 and CANCER CENTER's and SYSTEM's policies. SPONSOR **reserves** the same right in the event that CANCER CENTER desires to distribute a news release containing the research program. Nothing herein shall be construed as prohibiting CANCER CENTER or SPONSOR from reporting on this study to a governmental agency or as prohibiting SPONSOR from using the name of CANCER CENTER or its employees, but only when indicating, as a factual matter, that SPONSOR is sponsoring research at CANCER CENTER under this Agreement and only in connection with either or both of the following: (a) communications associated with SPONSOR'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 SPONSOR. **SPONSOR** may otherwise use the name of CANCER CENTER when and as required by applicable law, rules and regulations, or upon CANCER CENTER's consent, which shall not be unreasonably withheld or delayed.
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

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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 Articles 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 and its officers, directors, employees and agents harmless from and indemnify same for any and all liability or loss resulting from the negligent acts or omissions of **CANCER CENTER**, its regents, officers, agents or **employees that** is associated with any: judgment or claim 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 or agents.

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, recklessness 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 One Hundred Eighty Thousand One Hundred Twenty and **NO/100** DOLLARS (\$180,120) for expenses and other related costs incurred in conjunction with the Research. This fee, as shown by approximate category of expense in the attached

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Exhibit **II** which is attached hereto and is incorporated herein by reference, for information only, shall be payable in six (6) equal installments of Thirty Thousand Twenty and **NO/100** DOLLARS (\$30,020) 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 on or before October 1, 1992, January 1, 1993, April 1, 1993, July 1, 1993 and October 1, 1993.

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, provided, however, that the provisions of Article 4 hereof shall remain in effect as provided for in **Article** 4. This Agreement may be extended from time to time by mutual agreement of the parties hereto.
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 termination effective 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

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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:

Carl S. Stutts  
President  
**Rhodon, Inc.**  
3810 Swarthmore  
Houston, Texas 77005

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.
21. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

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IN WITNESS WHEREOF, CANCER CENTER and SPONSOR entered into this Agreement effective as of the date first hereinabove written and have duly executed three (3) originals each of which are of equal dignity.

**RHODON, INC.**

**THE UNIVERSITY OF TEXAS**  
M.D. ANDERSON CANCER CENTER

BY: \_\_\_\_\_  
Carl S. Stuttr,  
President

BY: \_\_\_\_\_  
Michael J. Best  
Chief Financial Officer

I have read this agreement and understand my **obligations** hereunder:

CONTENT APPROVED;

BY: \_\_\_\_\_  
Principal Investigator

**BY:** \_\_\_\_\_  
Donna S. **Gilberg**, CPA  
Manager, **Sponsored**  
Agreements

FORM APPROVED:

**BY:** \_\_\_\_\_  
Matthew **E.** Burr, J.D.  
Legal Services Officer  
Intellectual Property

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EXHIBIT I  
RESEARCH DESCRIPTION

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RESEARCH PROPOSAL CHECKLIST  
(PRIVATE FOUNDATION/INDUSTRY)

RECEIVED  
OFFICE OF RESEARCH  
MAR 25 1992 SA

RESEARCHER CERTIFICATION/DEPARTMENT/DIVISION RECOMMENDATION

- The following information is provided in support of the attached application entitled: Biochemical Markers for Detection of Metastatic Cancer Cells in Biopsies and Blood
- Type of Application:  NEW  REVISED Budget Only  RENEWAL
- Proposed funding source:  NOT KNOWN  KNOWN, Specify \_\_\_\_\_
- Current financial support for this research: \$ 0 Source: The Columbine Venture Funds
- The research described in this proposal was conceived by:  
 SPONSOR  PRINCIPAL INVESTIGATOR  JOINT COLLABORATION
- Does this research propose the use of REPRODUCTION RIGHTS?  
If yes, has the proposed research been approved by the INSTITUTIONAL MEDICAL CARE AND USE COMMITTEE? Protocol Number \_\_\_\_\_ Approval Date \_\_\_\_\_  
 Yes  No  
 Yes  No\*\*\*
- Does this proposal require additional or renovated SPACE?  
 Yes  No
- Are EDGM SUBJECTS, or SPECIMENS or DATA from Humans involved in this research proposal?  
If yes, is Research exempt from DHS regulations based on a specific category? (see Policy for the Exemption of Human Subjects Research). Exemption Category No. 4s  
 Yes  No  
 Yes  No  
If not exempt has the proposed research or protocol been approved by the SURVEILLANCE COMMITTEE (DS) in the past year? Protocol Number \_\_\_\_\_ Approval Date \_\_\_\_\_  
 Yes  No
- Does this proposal involve REPRODUCTION DNA RESEARCH?  
If yes, is there a current approved Registration of Experimentation Document on file with the INSTITUTIONAL BIOETHICS COMMITTEE which supports this proposal?  
 Yes  No  
 Yes  No

As Principal Investigator and preparer of the subject research proposal, I certify that the statements provided above are complete and accurate.

\*\*\*Animal Protocol Handled at Bastrop (see file)

Garth L. Nicolson, Ph.D. 3/25/92 X27477  
Principal Investigator Name (Print/Type)/Signature/Date/Telephone Extension

I have reviewed the attached research proposal and determined that the statements are accurate and the research meets the Department/Division standards for scientific merit.

Recommended for Processing:

Garth L. Nicolson, Ph.D. 3/25/92 X27477  
Department Chairman Name (Print/Type) Signature/Date

Recommended for Processing:

Division Head Name (Print/Type) Signature/Date

SURVEILLANCE COMMITTEE CERTIFICATION (The signatures below will be obtained by the Office of Research)

In conformance with this institution's ASSURANCE OF COMPLIANCE DOCUMENT (No. M-1096),

I have reviewed the subject proposal and affirm the following:

EDGM SUBJECTS, or SPECIMENS or DATA from Humans are required in this proposal.  Yes  No

If yes, Subjects at Risk  Subjects NOT at Risk

If yes, the research described in this proposal has been approved by the Surveillance Committee within the past twelve months.  Yes  No

Ed Dunn 3/27/92  
Chairman, Surveillance Committee/Date

The attached proposal has been reviewed by the Office of the Vice President for Research, and approved for processing.

SN [Signature] 3/3/92  
Vice President for Research (or Designee)/Date

**Biochemical Markers for Detection of Metastatic Cancer  
Cells in Biopsies and Blood**

**Garth L. Nicolson, Ph.D.**

***David Bruton Jr. Chair in Cancer Research  
Professor and Chairman  
Department of Tumor Biology  
The University of Texas M. D. Anderson Cancer Center  
Houston, Texas***

## SUMMARY OF PROPOSED WORK

Mortality in the most common solid cancers, such as carcinomas of the breast, colon and lung, is the result of the spread of cancer and the formation of regional and distant metastases. The development of adequate risk assessment of these cancers (prognosis), the detection of residual or recurrent disease at various times after primary surgery and the development of more effective therapies of metastases are important goals in cancer research.

In order for cancers to invade and metastasize, malignant cells must penetrate tissue barriers. The most important of these are the basement membranes, which are continuous extracellular matrices that separate different tissues, such as the blood vascular system from surrounding tissues. Enzymatic destruction of basement membranes is thought to be one of the most important steps in the invasion and metastasis of tumors to distant organ sites. We have found an excellent correlation between the spontaneous metastatic potential of various malignant tumor cells and their abilities to degrade certain basement membrane components, such as heparan sulfate and type IV collagen. During the past eight years we have conducted extensive studies on tumor cell basement membrane degradative enzymes, such as heparanases and type IV collagenolytic metalloproteinases. We have succeeded in the purification and the partial amino acid sequencing of the **murine** and human melanoma heparanase and two type IV collagenases, and we have demonstrated that the serum heparanase and type IV collagenolytic metalloproteinases are potential markers for blood-borne metastasis of melanoma and breast cancer in a retrospective trial and possible targets to eventually block metastasis. We have also developed, published and patented (or have patents pending on) procedures for the immunological detection of these enzymes in biopsy samples. This latter information can be used to assess risk for developing future metastases at the time of primary tumor resection.

In the proposed projects we will pursue the purification and characterization of antibodies which specifically react with tumor heparanases and metalloproteinases and eventually other degradative enzymes. For **scale-up** studies we will generate goat polyclonal antibodies against the purified enzymes and synthetic **peptides** constructed from the N-terminal region of the enzymes' amino sequence, and these will be affinity purified and used for immunoassays and immuno-histochemical studies. Using these immunological reagents, highly sensitive microassays for the tumor enzymes will be established and applied to clinical samples in a prospective trial. We will continue our comparative studies of heparanase and metalloproteinases in various tumor tissues as well as in sera of patients with various types of cancer. We have found differences in enzyme expression between tumors at

primary sites and their metastases, and differences in these enzymes among **sera** from cancer patients at different stages of malignant disease and recurrence. The results should lead to the development of reliable, <sup>new</sup> approaches for the diagnosis, prognosis and monitoring of tumor metastasis.

## PROJECT 1:

### IDENTIFICATION AND DETECTION OF CANCER METASTASIS- ASSOCIATED HEPARANASE

#### A. SPECIFIC AIMS:

1. Purification of tumor and normal cell heparanases.
2. Production of goat polyclonal antibodies against the purified heparanases as well as against synthetic **peptides** of heparanases.
3. Biochemical, enzymological, and immunological comparisons of tumor heparanases with normal cell heparanases
4. Development of specific and highly sensitive methods for determining the amounts of heparanase in tumor tissues and sera and its use in monitoring cancer patients for recurrent disease.
5. Immunohistochemical localization of heparanases in tumor tissues and cells and the reliability of its prognostic use in predicting the future formation of distant metastases.

#### B. PRELIMINARY STUDIES: .

We have been establishing methods for the large scale purification of heparanases from human and murine melanoma cells as well as human platelets. Large amounts of heparanases are necessary for their enzymological and biochemical characterization and for the preparation of immunoassay reagents, such as polyclonal affinity-purified antibodies against heparanases. To improve the yield of human melanoma **heparanase** in active form we have examined various chromatography techniques. We have tested more than forty human melanoma cell lines for heparanase activity and growth *in vitro*, and we have related this to their malignancy *in vivo*.

The N-terminal amino acid sequence of pure **heparanase** was determined. We synthesized three overlapping **peptides** using the N-terminal sequence and produced rabbit antibodies against these peptides. The antibodies have been utilized in the comparative studies of heparanases from various origins.

### 1. Purification and characterization of heparanases.

We have scaled up the purification of melanoma heparanase during the last two years and have developed a protocol for its purification (Jin et al. . 1990). We have recently found that heparanase often made complexes with small molecular weight proteins, including an endogenous heparanase inhibitor that we recently discovered. The **pI** of purified 'heparanase was 5.2, as determined by 2D gel electrophoresis. We detected two lower molecular weight forms of heparanase ( $M_r$  **-72K** and **-55K**) in the chromatofocusing fractions. These **proteins** were also detected by Western blot analysis using the affinity purified antibodies raised against synthetic **peptides** of heparanase N-terminal sequence. The relationship between the  $M_r$  **-97K** heparanase and the lower molecular weight heparanases is currently under investigation.

### 2. Preparation of immunoassay, reagents against heparanases.

In order to reduce the time and cost for the purification of a large amount of heparanase needed for antibody production, we utilized synthetic **peptides** of heparanase. Polyclonal antibodies were raised in rabbits against two different synthesized **peptides** of the heparanase N-terminal sequence: **Glu-Val-Asp-Val-Asp-Gly-Thr-Val-Glu-Glu-Asp-Leu-Gly-Lys-Cys** and **Glu-Glu-Asp-Leu-Gly-Lys-Ser-Arg-Glu-Gly-Ser-Arg-Thr-Asp-Asp-Cys**. The **IgG** fractions of anti-heparanase **peptides** were purified by sequential affinity chromatography using columns of the synthetic **peptides** linked to agarose, followed by Protein A-agarose affinity chromatography. We obtained two **IgG** fractions of the purified antibodies which had high or low affinities for heparanase.

The high-affinity **IgG** fraction of anti-synthetic heparanase **peptides** detected a band of  $M_r$  -97K on Western blots of total cell lysates from both human and murine melanoma cells (murine melanoma B16 and human melanoma **A375**, **MeWo** and A2058). A single band of  $M_r$  **-97K** was also detected by fluorography of the immunoprecipitates of [<sup>35</sup>S]methionine labeled cellular proteins. There was a good correlation between the intensity of the  $M_r$  **-97K** band of melanoma cells and their lung metastatic potential. These results were consistent with our previous finding that the heparanase activities in melanoma cells correlate with their lung colonizing properties. The **IgG** fraction

of anti-heparanase synthetic **peptide** also detected one or more bands of lower molecular weight ( $M_r$  ~60K-72K) in the melanoma cell lysates. These proteins often appeared in variable amounts in the heparanase fractions after chromatofocusing and had heparanase activity. We are currently investigating **these** lower molecular weight proteins.

### 3. Investigation of the relationship between serum heparanase activity and stage of malignant disease.

Heparanase is released from metastatic tumor cells, and this enzyme can circulate in the body fluids of **tumor-bearing** animals and humans. For example, heparanase activity in sera increased with time after subcutaneous injection of highly metastatic mammary adenocarcinoma cells into female F344 rats. In contrast, sera from rats **bearing** mammary adenocarcinoma of low metastatic potential possessed **low levels** of heparanase, even 30 days after tumor cell injection. Rats with large numbers of metastases in the lung and/or lymph nodes had much higher heparanase activities in their sera than rats with few or no metastases.

Data from the serum enzyme assays using the solid-phase assay substrates we patented demonstrated that heparanase **activities** in melanoma patient sera were related to the stage of disease and the presence **of** metastases. The enzymatic assays will detect all sources of heparanase, including the platelet enzyme. The **sera** from breast cancer patients were assayed for heparanase by HPLC using [ $^3\text{H}$ ]acetylated heparan sulfate as a substrate. The average serum heparanase activities (in  $\mu\text{g HS degraded/ml/hr}$ ) of malignant breast cancer patients ( $n=48$ ) and normal adults ( $n=18$ ) were 39.4 and 14.3, respectively. As mentioned above, the source of HS-degrading activity in the normal adult serum includes platelets and other blood cells, because heparin-degrading activity was also detected and heparin inhibits tumor cell heparanase (Nakajima et *al.*, 1988). Therefore, the difference in serum heparanase is **much** greater in patients with metastatic disease than we have estimated with the enzymatic assay. By using the degradation of heparin compared to heparan sulfate the relative levels of **platelet** and other normal host cell enzymes can be estimated.

### C. PROPOSED WORK:

#### 1. Preparation of immunological reagents.

Polyclonal antibodies against purified heparanases and synthetic **peptides** will be produced using rabbits and goats. We will synthesize **peptides** according to the amino acid sequences of amino termini of heparanases and their

cyanogen bromide cleavage products in order to produce highly sensitive and specific antibodies,. The antibodies will be affinity purified as we have described (Jin *et al.*, 1990).

## **2. Comparison of melanoma heparanase with normal cell heparanases.**

The characteristics of human melanoma heparanases will be compared to those of normal cell heparanases by biochemical, enzymological, and immunological methods, **as** described above. **Heparanases** from blood cells, such as platelets and **leucocytes** capable of degrading both heparin and HS, are usually detected in sera from normal adults and cancer patients. We will concentrate on **a** comparative study of melanoma heparanase and the blood cell heparanases and establish the best enzymological and immunological methods to identify these enzymes that are present in cancer patient sera.

## **3. Development of specific and highly sensitive methods for heparanase determination.**

To determine the amounts of heparanase in tumor tissues and body fluids we are developing **a** highly sensitive and reproducible radioimmunoassay and ELISA assay. For example, **we recently** found that the affinity purified **IgG** of anti-heparanase N-terminal **peptide was** able to bind to intact heparanase without inhibiting heparanase activity in the presence of CHAPS detergent. Using biotinylated antibodies and streptavidin-coated multititer plates, we are going to develop **a new assay** system by which both heparanase activity and immunoreactivity can be assessed.

## **4. Immunohistochemical localization of heparanases in tumor tissues and cells.**

Localization of **melanoma and** normal **cell** heparanases in tissues and cells will be investigated using specific, affinity-purified antibodies. Combinations of biotinylated antibodies **with** streptavidin-horseradish peroxidase or **FITC-**streptavidin will be employed in the light microscopic and fluorescent microscopic studies. We have perfected these assays for use with frozen tumor (melanoma and breast) tissue sections (the most commonly used preparation for surgical pathology and diagnosis of **cancer**) and paraffin sections (the most commonly used preparation for anatomic pathology and prognosis of cancer). Over the last two years we have examined archival paraffin sections from tumor tissues as old as ten years and have had excellent **success** in detecting heparanase in tumor cells. In every case we were able to find that the breast

cancer patients that recurred early (within 2 years of **surgery**)with metastatic disease had high levels of heparanase in their tumor cells.

**5. Studies on the relationship between serum heparanase activity and stage of disease.**

We have been conducting heparanase assays of the sera from cancer patients with diseases such as malignant melanoma and breast cancer. The data from our preliminary study using a solid-phase substrate assay demonstrated that heparanase activities in melanoma patient sera were closely related to the stage of disease and the presence of metastases. The elevated levels of serum heparanase activity were also detected in sera of malignant breast cancer patients. We will collect a large number of fresh serum samples from breast cancer patients and determine the amounts of heparanase in such sera by immunoassays and enzyme activity assays, and then investigate the relationship between the stage of disease and the amounts of serum heparanase in a prospective study. Since breast cancer recurs slowly over a 1-20 year period after surgery, we will follow patients to determine time of recurrence of metastatic disease.

**PROJECT 2:**

**IDENTIFICATION AND DETECTION OF METASTASIS-ASSOCIATED METALLOPROTEINASES**

**A. SPECIFIC AIMS:**

1. Purification of **M<sub>r</sub> ~90K** type IV collagenolytic metalloproteinases from metastatic tumor and normal cells.
2. Biochemical and enzymological characterization of **M<sub>r</sub> ~90K** type IV collagenolytic metalloproteinases from tumor and normal cells.
3. Production of polyclonal antibodies against purified **M<sub>r</sub> ~90K** type IV metalloproteinases as well as synthetic N-terminal peptides.
4. Development of specific and highly sensitive methods for determining the amounts of **M<sub>r</sub> ~90K** metalloproteinase in tumor tissues and **sera**.

5. Immunohistochemical studies of  $M_r$  ~90K metalloproteinases in tumor tissues and cells from primary and secondary cancers.
6. Examination of the use of  $M_r$  ~90K metalloproteinase assays in prognosis of malignant diseases.

#### B. PRELIMINARY STUDIES:

In our published studies on metastatic tumor cell-endothelial cell basement membrane interactions, we have found that the highly metastatic rat mammary adenocarcinoma cells solubilized collagenous components from lung **subendothelial** matrix at higher rates than did poorly metastatic cells. Assaying these same cell clones for type IV collagenolytic activity, we found an excellent correlation between the type IV collagenolytic activities of the mammary tumor cells and their spontaneous lung metastatic potentials (Nakajima et al., 1987). Rat mammary adenocarcinoma cells of high metastatic potential produce two major collagenolytic metalloproteinases of  $M_r$  -64K and -92K. These enzymes were detected by zymography in the sera of rats bearing metastatic mammary adenocarcinoma, but not in the sera of nonmetastatic tumor-bearing rats. The amount of the  $M_r$  ~92K proteinase in sera correlated well with the extent of **metastases** in lung and lymph nodes. We have been investigating these enzyme activities in the sera from breast cancer patients to see if these enzymes can be used in the diagnosis, prognosis and monitoring of breast cancer metastasis as we have shown for heparanase.

The  $M_r$  -64K collagen-specific metalloproteinase, which is released from rat mammary adenocarcinoma cells of high metastatic potential, was purified from the culture medium of **MTF7.T35.3** cells by gelatin-Sepharose affinity chromatography, gel filtration on a **Sepharose** CL-6B column, and preparative SDS-polyacrylamide gel electrophoresis. The  $M_r$  ~64K metalloproteinase has been found in a variety of tumor and normal cells, and increased levels of this enzyme in the sera of tumor-bearing animals were not correlated as well with metastases as another collagen-specific metalloproteinase of  $M_r$  -92K. This latter collagenase was expressed at high levels in the blood of mammary adenocarcinoma-bearing rats, and was purified.

Human breast cancer **MCF7** cells were found to secrete both the  $M_r$  -92K and -64K metalloproteinases. Therefore, the sera from breast cancer patients ( $n=26$ ) were assessed for collagenolytic activity by substrate-embedded polyacrylamide gel electrophoresis. We detected a  $M_r$  ~90K serum metalloproteinase that is capable of degrading **collagens** type I, III, and IV, but not fibronectin, albumin, **casein**, and hemoglobin. The increased serum enzyme

activity of this enzyme correlated with the presence of malignant breast carcinoma metastases. This study must be pursued using a large number of fresh serum samples.

## C PROPOSED WORK

### 1. Purification and characterization of Mr -92K metalloproteinases.

Mr -92K metalloproteinase **will be** purified from human breast cancer cell line **MCF7**. A similar type IV **collagenolytic** metalloproteinase was secreted at high levels by polymorphonuclear **leucocytes (PMN)** isolated from the blood of mammary adenocarcinoma-bearing **rats**. Circulating PMN levels increase in rats bearing subcutaneously growing clones of the mammary adenocarcinoma and the level of increase correlated with the metastatic potential of the clone. Therefore, we will conduct a comparative study of **Mr ~90K-92K metalloproteinases** from breast adenocarcinoma cells **and PMNs** as well as sera of breast cancer and normal subjects.

### 2. Preparation of immunological reagents.

Polyclonal antibodies against purified metalloproteinases and synthetic **N-terminal peptides** will be **produced.using** rabbits and goats. We have synthesized **peptides** according to the amino acid sequences of the amino termini of the metalloproteinases and their cyanogen bromide cleavage products in order to produce highly sensitive and specific antibodies. These will be affinity purified to yield highly specific reagents.

### 3. Comparison of mammary adenocarcinoma metalloproteinase with normal cell metalloproteinases.

The properties of the breast **carcinoma** metalloproteinase will be compared to those of normal cell metalloproteinase by general biochemical, enzymological, and immunological methods. A Mr **-92K** metalloproteinase capable of specifically degrading collagenous proteins is usually detected in sera from cancer patients. We will focus on a comparative study of the carcinoma cell enzyme and blood cell enzymes to establish the best enzymological and immunological methods to identify these enzymes in cancer patient sera.

## 5. Immunohistochemical studies of metalloproteinases in tumor and normal tissues and cells.

Localization of tumor and normal cell metalloproteinases in tissues and cells will be investigated using specific antibodies. Metalloproteinases in cells are generally proenzymes in **inactive form**. Immunological assays are convenient for determining the intracellular level **of these** proenzymes. Combinations of biotinylated antibodies with streptavidin-horseradish peroxidase **or FITC-strep tavidin** will be employed in the light microscopic and fluorescent microscopic studies. We will examine frozen sections of breast carcinoma tissues from primary tumors and metastases for Mr **-92K** metalloproteinase production and analyze the relationship between the metalloproteinase levels and metastases in a prospective study.

## 6. The relationship between serum metalloproteinase activity and stage of disease.

A Mr **-92K** enzyme **was** detected by zymography in the sera of rats bearing metastatic mammary adenocarcinoma, but not in the sera of nonmetastatic tumor-bearing rats. The amounts **of** the Mr **-92K** proteinase in sera of breast cancer patients correlated well with the presence of metastases. We will collect a large number of fresh serum samples from breast **cancer** patients at various stages of disease and determine the amount of the serum Mr **-92K** metalloproteinase by immunoassays and zymography, and then investigate possible relationships between the recurrence of disease and the amounts of serum metalloproteinases.

**Biochemical Markers for Detection of Metastatic Cancer Cells  
in Biopsies and Blood**

**BUDGET  
April 1, 1992-Mar. 30, 1993**

**Personnel**

		<u>Salaries</u>	<u>Benefits</u>
G. L. Nicolson, Ph.D., Principal Investigator Professor	10 % effort	\$ 0	\$ 0
S. Pencil, M.D., Ph.D., Co-Investigator Pathologist	100% effort	\$ 32,500	\$ 9,100
D. Wynn, M.S. Research Associate	100% effort	\$ 21,870	\$ 6,123
	<b>Subtotal Personnel</b>		<b>\$69,593</b>

**Supplies and Equipment**

Equipment (1) CO2 incubator		\$ 6,580
General Supplies		\$25,000
Immunological Reagents		\$ 4,500
Animals and Care (15 goats & 15 rabbits/yr)		\$ 3,642
Misc. (Radioactive waste, shop, etc.)		\$ 2,000
	<b>Subtotal Supplies</b>	\$74,500
	<b>Total Direct Costs</b>	\$ 144,093
	<b>Overhead (25%)</b>	\$ 36,023
	<b>GRANDTOTAL</b>	<b>\$180,116</b>

## BUDGET JUSTIFICATION

### PERSONNEL:

**Garth L. Nicolson**, Ph.D., will have overall responsibility for supervising the proposed research in **this application**. He will also be responsible for design of experiments, analysis of data, and preparation of all reports.

Scott Pencil, M.D., Ph.D., will be responsible for the day to day supervision of classified personnel, design of specific protocols, and analysis of results. He is a board-certified pathologist and will be responsible for evaluation of the scientific and clinical data and design of tests of clinical samples.

Diana Wynn, M.S., will be responsible for establishing the serum assays for heparanase and collagenases and generating specific **monoclonal** and **polyclonal** antibodies against heparanase and heparanase peptides.

### SUPPLIES AND EQUIPMENT:

**C O<sub>2</sub>** Incubator: This is required for growing human tumor cells. Recently the incubator we were using for this project began leaking and it can not be fixed.

Supplies: These. have been calculated on current usage for the two projects in this proposal.

EXHIBIT II  
SPONSORED RESEARCH AGREEMENT  
BETWEEN  
THE UNIVERSITY OF TEXAS M.D. ANDERSON CANCER CENTER  
AND  
SPONSOR

The approximate distribution of expenses related to the evaluation described in the covering Agreement is as follows:

Salaries (including fringe benefits)	<b>\$69,593.00</b>
Supplies	<b>74,504.00</b>
Indirect costs (institutional overhead)	<u>36,023.00</u>
TOTAL,	<b><u>\$180,120.00</u></b>

Such expenses are provided for information only. CANCER CENTER **reserves** the right to modify the distribution of such expenses as necessary in the circumstance<sup>8</sup>, provided that the stipulated total costs of **\$180,120.00** and the line item for total indirect overhead expenses of **\$36,023.00** are not exceeded.

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Reconvene.--At 11:40 a.m., the Board reconvened as a committee of the whole to consider those items remaining on the agenda.

#### ITEMS FOR THE RECORD

1. U. T. Austin: Report on Gift of Art Collection from Mr. and Mrs. James A. Michener, Austin, Texas, for the Archer M. Huntington Art Gallery of the College of Fine Arts.--It is herewith reported that a most generous gift of an art collection has been accepted for the benefit of the Archer M. Huntington Art Gallery, College of Fine Arts, at The University of Texas at Austin from Mr. and Mrs. James A. Michener, Austin, Texas. The gift is comprised of the Micheners' magnificent collection of 172 pieces of 20th century American art, valued at over \$14 million, including the famed "Oil Field Girls" by Jerry Bywaters. Much of the collection has been on loan to U. T. Austin and has provided outstanding research opportunities in the visual arts since 1968. The gift assures the entire community of access to museum pieces of the highest order and allows research opportunities available through the collection to be carried on permanently by the Huntington Art Gallery.

The Micheners' munificence to U. T. Austin has been outstanding over the years. Mr. Michener is noted worldwide for his many epic novels including *Texas*, which he wrote during a stay on the U. T. Austin campus between 1982-1986. Mr. and Mrs. Michener were the inspirational sources behind the Texas Center for Writers, a graduate writing program, which they continue to support through a charitable remainder trust agreement. Mr. and Mrs. Michener have also shown their generous support by funding and contributing to several endowments for fellowships and academic positions in the College of Liberal Arts which support the graduate writing program.

2. U. T. Austin: Appointment of Advisory Committee for the Selection of a Chief Administrative Officer (President).--The membership of the Advisory Committee for the Selection of a Chief Administrative Officer (President) at The University of Texas at Austin is herewith reported for the record. This committee has been constituted pursuant to the Regents' Rules and Regulations, Part One, Chapter II, Section 12:

Advisory Committee for the Selection  
of a Chief Administrative Officer  
for  
The University of Texas at Austin

#### System Administration Representatives

Executive Vice Chancellor James P. Duncan  
(Chairman)  
Chancellor Hans Mark  
Chancellor-Elect William H. Cunningham

#### Board of Regents

Regent Sam Barshop  
Regent Ellen C. Temple

Chief Administrative Officers

Dr. Diana S. Natalicio, President, The University  
of Texas at El Paso  
Kern Wildenthal, M.D., President, The University  
of Texas Southwestern Medical Center at  
Dallas

Deans' Representative

Dr. James T. Doluisio, Dean, College of Pharmacy

Faculty Representatives - U. T. Austin

Dr. Teresa A. Sullivan, Professor of Sociology  
Dr. Steven Weinberg, Professor of Physics  
Mr. Charles A. Wright, Professor of Law

Non-faculty Representatives - U. T. Austin

Ms. Linda Casarez, Personnel Group Manager  
Mr. Augustine Garza, Deputy Director of Admissions

Student Representatives

Ms. April Cheatam  
Mr. Howard Nirken

U. T. Austin Alumni Association Representative

Mr. Jon P. Newton

Community/External Representatives

The Honorable Tony Garza  
Dr. James Hill  
Mrs. Beryl Buckley Milburn

3. U. T. Permian Basin: Appointment of Advisory Committee for the Selection of a Chief Administrative Officer (President).--The membership of the Advisory Committee for the Selection of a Chief Administrative Officer (President) at The University of Texas of the Permian Basin is herewith reported for the record. This committee has been constituted pursuant to the Regents' Rules and Regulations, Part One, Chapter II, Section 12:

Advisory Committee for the Selection  
of a Chief Administrative Officer  
for  
The University of Texas of the Permian Basin

System Administration Representatives

Executive Vice Chancellor James P. Duncan  
(Chairman)  
Chancellor Hans Mark  
Chancellor-Elect William H. Cunningham

Board of Regents

Regent Robert J. Cruikshank  
Regent Bernard Rapoport

Chief Administrative Officers

Dr. Juliet V. Garcia, President, The University  
of Texas at Brownsville  
Dr. Samuel A. Kirkpatrick, President, The Uni-  
versity of Texas at San Antonio

Deans' Representative

Dr. G. Peter Ienatsch, Director of Education

Faculty Representatives - U. T. Permian Basin

Dr. Patricio T. Jaramillo, Professor of Education  
Ms. Pamela J. Price, Professor of Art  
Dr. Cathie Tinney, Associate Professor of  
Marketing

Non-faculty Representatives - U. T. Permian Basin

Ms. Margaret Sample, Administrative Assistant  
Mr. Keith Yarbrough, Director, Computer Services

Student Representatives

Mr. Robert Lisenbe  
Ms. Lynne Markgraf

U. T. Permian Basin Alumni Association Representative

Mr. Ron Clifton

Community/External Representatives

Mr. Ronald Fancher  
Mr. Joe Rutledge  
Mr. Clarence Scharbauer III

4. U. T. Tyler - On-Campus Housing, Student Apartment Complex (Phase I): Report on Amendment of Project Details.--  
Following approval by the U. T. Board of Regents at the December 1991 meeting, negotiations to finalize the Ground Lease between The University of Texas at Tyler and Century Development, a Texas Limited Partnership, Houston, Texas, as Limited Partner and Owner of General Partnership Entity in University Pines Housing Partnership I, Ltd., a Texas Limited Partnership, Houston, Texas, for the construction of a student apartment complex have proceeded and the Ground Lease was executed by the Chairman of the Board on April 15, 1992. Modifications to the project description are as follows:
- a. Total project acreage for Phase I has been changed from approximately 6.0 acres to exactly 7.8 acres
  - b. The names of the development entities associated with Century Development will be Tyler Housing Partnership I, Ltd. and Tyler Housing Corporation, a wholly owned subsidiary of Century Development.

5. U. T. Southwestern Medical Center - Dallas: Agreement to Supplement and Clarify the Minutes of the Regents' Meeting Held December 5, 1991, Regarding the Acceptance of a Gift of \$30,000,000 from the Excellence in Education Foundation, Dallas, Texas, on Behalf of The University of Texas Southwestern Medical Center at Dallas.--Following introductory comments by Chairman Beecherl, the U. T. Board of Regents recognized and agreed that the Board's acceptance of a gift of \$30,000,000 from the Excellence in Education Foundation, Dallas, Texas, on behalf of The University of Texas Southwestern Medical Center at Dallas as recorded in the Minutes of the meeting held on December 5, 1991, (1) was made pursuant to the "Revised Grant Establishing Permanent Endowment" dated October 7, 1991, from the Excellence in Education Foundation accepted by Kern Wildenthal, M.D., President, U. T. Southwestern Medical Center - Dallas, on December 2, 1991, and by Mr. Louis A. Beecherl, Jr., Chairman, on behalf of the U. T. Board of Regents; and (2) said gift is subject to all the provisions and conditions of said Grant.

#### REPORT OF BOARD FOR LEASE OF UNIVERSITY LANDS

Regent Rapoport, a member of the Board for Lease of University Lands, submitted the following report on behalf of that Board:

#### Report

The Board for Lease of University Lands met in Midland, Texas, on May 6, 1992, at 10:00 a.m. and offered 57,251 acres of Permanent University Fund Lands in ten West Texas Counties for oil and gas lease by sealed bids. Sale results were as follows:

Total high bonus	\$1,932,666
Average bonus per acre	\$106
Acreage leased	18,213 acres
Acreage receiving no bids	39,038 acres

The next Oil and Gas Lease Sale will be a Special Frontier Sealed Bid Sale on October 20, 1992, at 1:30 p.m. in Austin, Texas.

Following this report, Regent Rapoport called on Executive Vice Chancellor for Business Affairs Burck for comments regarding the special frontier oil and gas lease sale.

Mr. Burck reported that on October 20, 1992, the Board for Lease and the Board of Regents will participate in a Joint Oil and Gas Lease Sale with the General Land Office and the School

Land Board. Over one million acres of minerals in far West Texas as specified below will be available for oil and gas leasing:

Permanent University Fund Lands located in  
Culberson, El Paso, Hudspeth and Terrell  
Counties - 612,808 acres

U. T. Trust Lands (Cotton Estate in Culberson  
and Hudspeth Counties) - 35,724 acres

State Minerals - 450,000 acres

He noted that the lands to be leased are rank wildcat acreage and there has been limited drilling in this area with no production of oil or gas. Twenty-five dry holes have been drilled on Permanent University Fund Lands.

The lease terms as set out below should be an incentive to encourage leasing and exploration for this area:

Primary Term - 10 years

Minimum Bonus - \$1.00 per acre (all counties except  
Terrell)

Terrell County - \$20.00 per acre

Royalty Rate - 1/8th (all counties except Terrell)

Terrell County - 3/16th

Tracts to be offered vary from 11,520 acres in El Paso County to 289,823 acres in Hudspeth County.

In the event there is production from these lands, the University's interest will be protected since the lease provides for an increase in royalty rates after a term of years or a certain amount of gross production.

OTHER MATTERS

1. U. T. Arlington: Resolution of Appreciation to Dr. Wendell H. Nedderman, President of The University of Texas at Arlington.--Chairman Beecherl noted that this would be the last time that Dr. Wendell H. Nedderman would be representing The University of Texas at Arlington before the Board of Regents and called on Vice-Chairman Cruikshank to read another Resolution of Appreciation into the record.

In recognition of President Nedderman's many years of devoted service to The University of Texas System, Vice-Chairman Cruikshank read and presented the following Resolution of Appreciation:

RESOLUTION OF APPRECIATION

WHEREAS, Dr. Wendell H. Nedderman has served The University of Texas at Arlington with distinction and honor for over thirty-two years;

WHEREAS, Dr. Nedderman has provided outstanding administrative and professional leadership as Dean of Engineering, Vice President for Research and Graduate Affairs, Graduate School Administrator, Vice President for Academic Affairs, Acting President, and President of The University of Texas at Arlington;

WHEREAS, Dr. Nedderman will have given, as of June 30, 1992, unprecedented service as President for 19 years, 7 months, and 27 days, a term longer than any other presidential tenure at a U. T. System institution;

WHEREAS, Dr. Nedderman has also served during his years as an administrator as an honored and highly regarded member of the faculty as Professor of Civil Engineering;

WHEREAS, Dr. Nedderman, as a scholar and researcher, has enjoyed the professional confidence of numerous corporations throughout the world as a consultant in the research and design of coastal and offshore structures;

WHEREAS, Dr. Nedderman has, during his tenure at the University, also served his community in numerous and distinctive capacities;

WHEREAS, Dr. Nedderman has most recently demonstrated his extraordinary loyalty to The University of Texas at Arlington and to The University of Texas System by extending his service as President, thereby shortening his well-deserved administrative leave by six months;

WHEREAS, Dr. Nedderman has elected to retire from active service with The University of Texas at Arlington effective August 31, 1992; and

WHEREAS, Dr. Nedderman has been ably assisted and supported in his responsibilities and endeavors by his wife, Betty;

NOW, THEREFORE BE IT RESOLVED, That the Board of Regents of The University of Texas System expresses its utmost appreciation to Wendell and Betty Nedderman for their excellent service and admirable devotion to The University of Texas at Arlington and The University of Texas System; and be it

RESOLVED, That the Board of Regents recognizes the extraordinary talents and accomplishments of Dr. Nedderman and applauds the significant positive impact he has had on students and colleagues; and be it further

RESOLVED, That in response to Regent Moncrief's earlier notation of the fact that a street and a building had been named in President Nedderman's honor, but no body of water had yet been so named, the U. T. Board of Regents, in order to correct that oversight, hereby designates the Cooper Street Fountain as Nedderman Fountain; and be it further

RESOLVED, That the Board of Regents, in accordance with the Regents' Rules and Regulations, does hereby confer the honorary title of President Emeritus on Dr. Nedderman, to be effective September 1, 1992, following his retirement from active service; and be it further

RESOLVED, That the original of this Resolution be presented to Dr. and Mrs. Wendell H. Nedderman as a token of esteem and gratitude of the Board of Regents of The University of Texas System and that a copy be incorporated in the Minutes of this meeting as a testament to their invaluable service.

Adopted by unanimous vote this 11th day of June 1992.

President Nedderman stated that he was overwhelmed by this recognition and thanked the Board for the opportunity to serve the U. T. System. He noted that the U. T. System has made great strides over the years and this had been possible largely because System Administration and the Board of Regents left the initiative to the institutions to develop plans and come forward to justify them.

2. U. T. System: Announcement of Retirement of Ms. Mary A. Guyon, Budget Director, Effective August 31, 1992.-- Executive Vice Chancellor for Business Affairs Burck acknowledged the impending retirement of Ms. Mary A. Guyon, Budget Director for The University of Texas System, effective August 31, 1992, and expressed deep appreciation to Ms. Guyon for her 35 years of dedicated and distinguished service to the U. T. System.

Chairman Beecherl expressed the Board's gratitude to Ms. Guyon and stated that "She may be retiring but we may have to call her back."

RECESS TO EXECUTIVE SESSION.--At 11:52 a.m., the Board recessed to convene in Executive Session pursuant to Vernon's Texas Civil Statutes, Article 6252-17, Sections 2(e), (f) and (g) to consider those matters set out in the Material Supporting the Agenda.

RECONVENE.--At 2:50 p.m., the Board reconvened in open session.

#### EXECUTIVE SESSION OF THE BOARD OF REGENTS

Chairman Beecherl reported that the Board had met in Executive Session in The Katherine G. Jackson Room in the Lila B. Etter Alumni Center to discuss matters in accordance with Article 6252-17, Sections 2(e), (f) and (g) of Vernon's Texas Civil Statutes. In response to Chairman Beecherl's inquiry regarding the wishes of the Board, the following actions were taken:

1. U. T. Southwestern Medical Center - Dallas: Settlement of Medical Liability Litigation - Ranier Gravenstein, et ux.-- Regent Moncrief moved that the Chancellor and the Office of General Counsel be authorized to settle on behalf of The University of Texas Southwestern Medical Center at Dallas the medical liability litigation filed by Ranier Gravenstein, et ux., in accordance with the proposal presented in Executive Session.

Regent Temple seconded the motion which carried without objection.

2. U. T. Medical Branch - Galveston: Settlement of Medical Liability Litigation - John and Veronica Padilla.--Upon motion of Regent Temple, seconded by Vice-Chairman Cruikshank, the Board authorized the Chancellor and the Office of General Counsel to settle on behalf of The University of Texas Medical Branch at Galveston the medical liability litigation filed by John and Veronica Padilla in accordance with the proposal presented in Executive Session.

3. U. T. System: Approval of Personnel Aspects of the Operating Budgets for the Fiscal Year Ending August 31, 1993, Including Auxiliary Enterprises, Grants and Contracts, Designated Funds, Restricted Current Funds and Medical and Dental Services, Research and Development Plans and Authorization for the Chancellor to Make Editorial Corrections Therein.--Regent Loeffler moved that the personnel aspects of the Operating Budgets for the fiscal year ending August 31, 1993, Including Auxiliary Enterprises, Grants and Contracts, Designated Funds, Restricted Current Funds and Medical and Dental Services, Research and Development Plans for The University of Texas System be approved.

Regent Loeffler further moved that the Chancellor be authorized to make editorial corrections in these budgets and that subsequent adjustments be reported to the U. T. Board of Regents through the institutional Dockets.

Vice-Chairman Cruikshank seconded the motions which prevailed by unanimous vote.

See Page 51 for approval of non-personnel aspects of the 1993 Operating Budgets.

SCHEDULED MEETING.--Chairman Beecherl announced that the next scheduled meeting of the U. T. Board of Regents would be on August 13, 1992, in the Regents' Meeting Room in Austin, Texas.

ADJOURNMENT.--There being no further business, the meeting was adjourned at 2:55 p.m.

/s/ Arthur H. Dilly  
Executive Secretary

June 16, 1992