

MATERIAL SUPPORTING THE AGENDA

VOLUME XXXIXc

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

June 11, 1992
August 13, 1992

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

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

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

Yellow paper - emergency items distributed at the meeting.

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



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

Meeting No.: 862

Date: June 11, 1992

Location: Austin, Texas



BOARD OF REGENTS
OF
THE UNIVERSITY OF TEXAS SYSTEM

CALENDAR

Place: The Nancy and Benno Schmidt Board Room
Lila B. Etter Alumni Center
2110 San Jacinto
Austin, Texas

Host Institution: The University of Texas at Austin

Thursday, June 11, 1992

10:00 a.m.

Convene in Open Session with
recess to Executive Session
as per the agenda

See Pages B of R 1 - 46
Items A - P

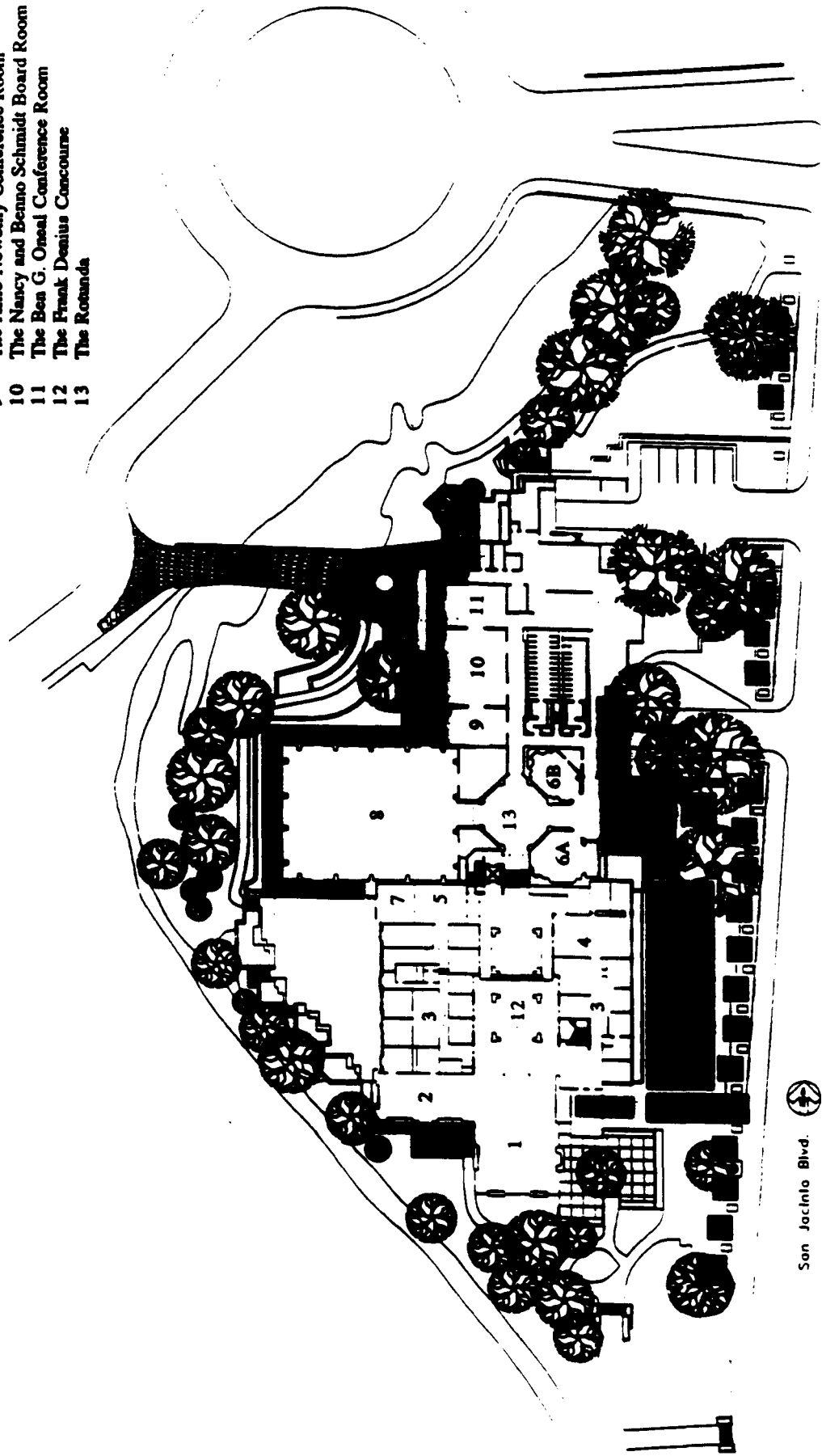
Telephone Numbers

President Cunningham's Office	(512) 471-1232
The Mike A. Myers Library (for calls during the meeting)	(512) 471-8072

**The Vernon K. "Doc" & Gertrude Neuhaus Wing
The Ex-Students' Association
The University of Texas**

Building legend

- 1 Main Lounge
- 2 Dining Room
- 3 Staff Offices
- 4 The Mr. and Mrs. James R. (Jim Bob) Moffett Library
- 5 The Mike A. Myers Library
- 6A The Katherine G. Jackson Room
- 6B The John A. Jackson Room
- 7 Presidents' Room
- 8 The John & Nellie Connally Banquet Hall
- 9 The Arno Nowotny Conference Room
- 10 The Nancy and Benno Schmidt Board Room
- 11 The Ben G. O Neal Conference Room
- 12 The Frank Demaris Concourse
- 13 The Rotunda



San Jacinto Blvd.

Regents' Meeting Room

Executive Session

Regents' Secretarial Office
Telephones for Press

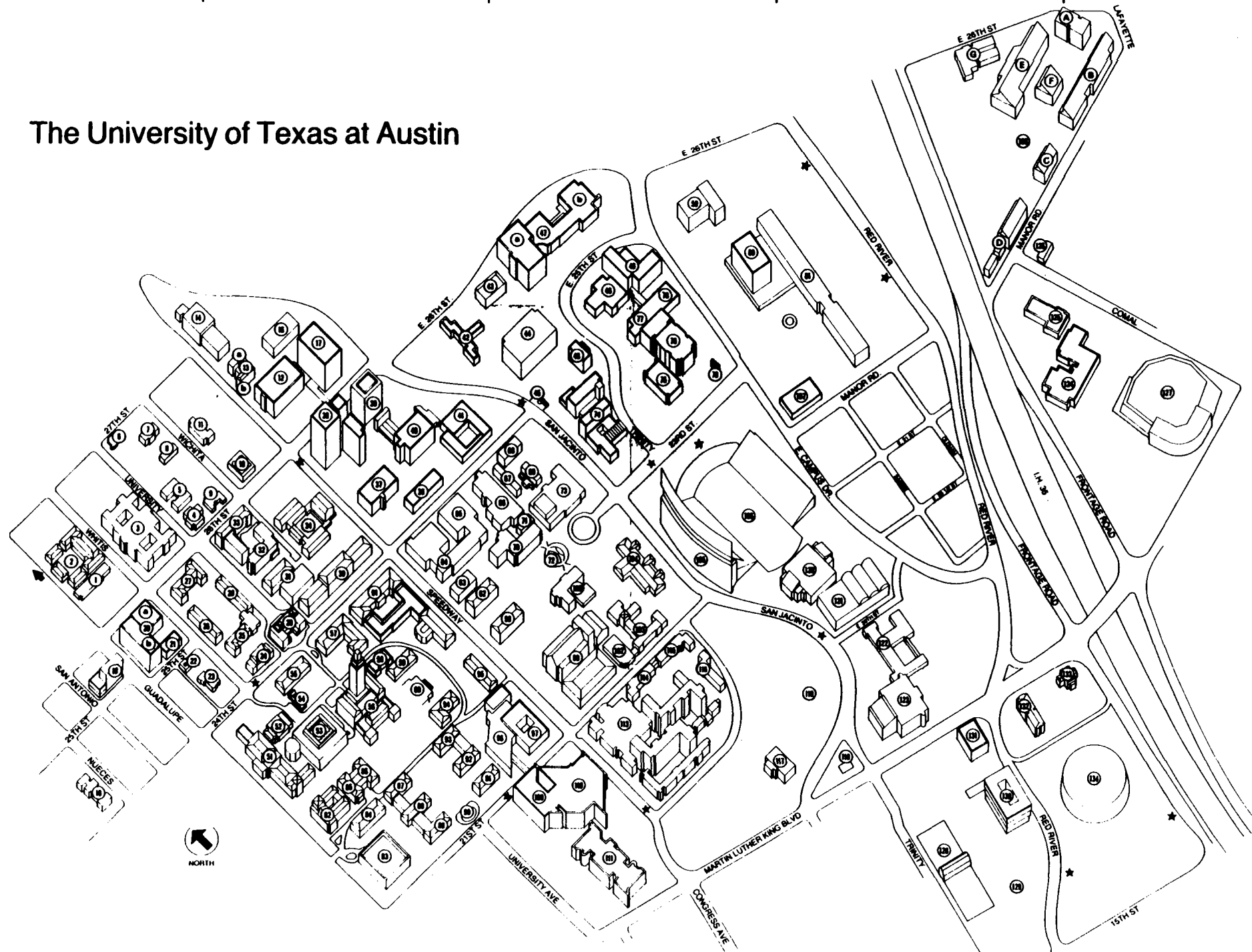
The Nancy and Benno Schmidt
Board Room

The Katherine G. Jackson
Room

The Mike A. Myers Library
The Mr. and Mrs. James R.

(Jim Bob) Moffett Library

The University of Texas at Austin



CAMPUS MAP LEGEND			Building Abbr	Building Number	Map Index	Building Abbr	Building Number	Map Index	Building Abbr	Building Number	Map Index	Building Abbr	Building Number	Map Index	Building Abbr	Building Number	Map Index	Building Abbr	Building Number	Map Index			
Administrative Offices	MAI	56	B-3	Chemical and Petroleum Engineering Building	CPE	12	B-2	John W. Hargis Hall	JHH	132	D-3	Music Building and Recital Hall	MRH	48, 49	C-2	Student Financial Services	WOH	18	A-4	100 East 26th Street	E26	10	B-2
Admissions Offices	JHH	132	D-3	UT Child Care Center	EDA	122	D-3	Hill Hall Dormitory	HHH	103	C-3	The Mustangs	45	C-2	Student Health Center	SHC	33	B-3	200 East 26 1/2 Street	MSA	13b	B-2	
Freshman Admissions Center	SFS	1	A-3	Clark Field	ECJ	39	B-2	Anna Has Gymnasium	AHG	34	B-3				Student Services Building	SSB	58	B-3	107 West 27th Street	CHR	6	A-2	
International Admissions	SFS	1	A-3	Ernest Cockrell, Jr. Hall	CDL	131	D-3	Hogg Memorial Auditorium	HMA	52	B-3	Neuhaus-Royal Athletic Center	NRC	120	D-3	Sutton Hall	SUT	84	B-4	(Human Resources Study Center)			
Transfer and Former Student Admissions	MAI	56	B-3	Collection Deposit Library	COM	80	B-3	Will C. Hogg Building	WCH	59	B-3	Nursing School	NUR	130	D-4	Herman Sweetall Campus	132, 133	D, E-3	2207 Comal	MSB	126	D-2	
Andrews Dormitory	AND	25	B-3	Computation Center			Huntington Art Gallery	ART	74	C-2	Opera Lab Theatre	PAC	78	C-2				(Meal Services Building)	MSW7	13a	B-2		
Animal Resources Center	ARC	14	B-2				In the Art Building							T. U. Taylor Hall	TAY	64	B-3	2617 Speedway	UNI	4	A-3		
Art Building and Gallery	ART	74	C-2	Dach-Falk Field	DFP	127	E-2	Huntington Art Gallery in the Harry Ransom Center	HRC	83	B-4			Texas Memorial Museum	TMM	46	C-2	2601 University Avenue	SFS	1	A-3		
				Drama Workshops	PAC	77	C-2	International Center	INT	9	B-2	T. S. Painter Hall	PAI	57	B-3	Texas Memorial Stadium	STD	106	C-3	2608 Wichita	BWY	8	A-2
				East Mall Fountain	ECB	72	C-3					Parking Facility	PF1	44	C-2	Texas Student Publications Building	TSP	21	A-3	2616 Wichita			
Barber Texas History Center	SRH	81	D-2	Economics Building	EDA	86	C-3	Beauford J. Jester Center	JES	113	C-3	Parlin Hall	PAR	87	B-4	Texas Swimming Center	TSC	123	D-3	(Measurement and Evaluation Center)			
Nancy Lee and Perry R. Bass Lecture Hall	PAC	76	C-2	Education Annex	EDB	111	C-4	Lyndon B. Johnson Auditorium	LBJ	80	C-2	J. T. Patterson Laboratories Building	PAT	37	B-2	Theatre Room	UNB	51	B-3	2622 Wichita	WT2	7	A-2
Nancy Lee and Perry R. Bass Concert Hall	MRH	48	C-2	College of Education Building	JHH	132	D-3	Lyndon B. Johnson School of Public Affairs	SRH	81	D-2	B. Iden Payne Theatre	WIN (PTH)	73	C-2	Joe C. Thompson Conference Center	TCC	50	C-1	(University Interscholastic League)			
Bates Recital Hall	BTL	86	B-4	Employment Center	ENS	40	B-2	Lyndon Baines Johnson Library and Museum	LBJ	80	C-2	Perich-Alison Tennis Center	TTC	128	D-4	Towhee Hall	TNH	47b	C-1				
Battle Hall	BAT	93	B-3	Engineering Science Building	ERC	17	B-2	Jesse H. Jones Communication Center	CMA, CMB	30a, b	A-3	Performing Arts Center	PAC	78	C-2				Undergraduate Advisory Center	FAC	53	B-3	
Bells Hall	BEL	105	C-3	Engineering Teaching Center II	ETC	134	E-4	Jesse H. Jones Hall	TSP	21	A-3	Perry-Castelfeada Library (Main Library)	PCL	110	C-4	Office of Personnel Services and Employee Relations	PER	11	B-2	University Police Building	UPB	107	D-2
Benedict Hall	BEN	91	B-4	Frank C. Ewen, Jr. Special Events Center	EAM	104	C-3		JOH	47a	C-2	Office of Personnel Services and Employee Relations	PHR	31	B-3	University Teaching Center	UTC	109	C-4	UT Press	PPB	124	E-2
Benson Latin American Collection	SRH	81	D-2	Lia B. Etter Alumni Center	ESB	30	B-3					Physical Plant Complex A-G	PPC	108	D, E-1	Visitor Services	MAI	56	B-3				
Biological Greenhouse	BOT	54	B-3	Experimental Science Building			Knocking Dormitory	KIN	3	A-3	George Kosmetzky Center for Business Education	GSB, CBA, UTC	96, 97, 109	C-3, C-4				Varsity Center	VRG	102	C-3		
Biological Laboratories	BIO	55	B-3				George Kosmetzky Center for Business Education	GSB, CBA, UTC	96, 97, 109	C-3, C-4		Prather Hall Dormitory	PHD	118	C-3				Visitor Services	AMB	133	E-3	
Blanton Dormitory	BHD	114	C-3	Peter T. Fleiss Academic Center	FAC	53	B-3					Printing and Press Building	PPB	124	E-2				MAI	56	B-3		
Brackenridge Hall Dormitory	BUR	32	B-3	Fine Arts Library and Administration Building	FAB	75	C-2											SRH	81	D-2			
Burdine Hall	BUR	79	C-2	Charles I. France Auditorium	TNH	47b	C-1																
College of Business Administration Building	CBA	97	C-3				Laboratory Theatre Building	LTH	71	C-3	Harry Ransom Center	HRC	83	B-4									
Graduate School of Business Building	GSB	96	C-3	Garmon Hall	GAR	94	B-3	Littlefield Carriage House	LCH	22	A-3	Recreational Sports Center	RSC	121	D-3	Waggoner Hall	WAG	95	B-3				
				Mary E. Geering Hall	GEA	29	B-3	Littlefield Dormitory	LTD	27	A-3	Sid Richardson Hall	SRH	81	D-2	Hal C. Weaver Power Plant	PPL	65-69	B-3, C-2				
				Dorothy Gabauer Student Services Building	SSB	58	B-3	Littlefield Fountain	LFH	23	B-3	Roberts Hall Dormitory	RHD	115	C-3	Walter Webb Hall	WWH	19	A-3				
				Geography Building	GRG	24	B-3	Littlefield Home							West Mall Office Building	WEL	61	B-3					
				Geology Building	GEO	70	C-3							Whisper Field	WMB	85	B-4						
				Goldsmith Hall	GRE	99	C-3	Man Building and Tower	MAI	56	B-3	Santa Rita #1	SER	118	D-3	Robert A. Welch Hall	WEL	61	B-3				
				Gregory Gymnasium	GRE	99	*	Ralph and Ruth McCullough Theatre	PAC	78	C-2	Service Building	EPS	62	B-3	Whisper Field (51st and Guadalupe Streets)	WIN	73	C-2				
				Guard Station (UT Police)			Masses Hall	MEZ	92	B-3	E. P. Schoch Building	SHD	42	B-2	F. Loren Winship Drama Building	WCA-F	2	A-3					
							Moore Hall Dormitory	MHD	103	C-3	Sinkins Hall Dormitory	SWB	5	A-2	Women's Co-op Buildings A-F	WOH	18	A-4					
							Robert Lee Moore Hall	RLM	38	B-2	Social Work Building	RAS	100	C-3	Woodruff Hall	WFW	36	B-2					
							Music Building	MUB	89	B-4	Russell A. Stanham Hall and ROTC Rate Range				W. R. Woolrich Laboratories								

See reverse side for numerical listing of campus buildings

**Meeting of
the Board**



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

Date: Thursday, June 11, 1992

Time: 10:00 a.m. Convene in Open Session with recess to Executive Session as per the agenda

Place: The Nancy and Benno Schmidt Board Room (Open Session) and The Katherine G. Jackson Room (Executive Session), Lila B. Etter Alumni Center, U. T. Austin

- A. CALL TO ORDER
- B. WELCOME BY PRESIDENT CUNNINGHAM
- C. APPROVAL OF MINUTES OF REGULAR MEETING HELD APRIL 8-9, 1992
- D. SPECIAL ITEMS
 - 1. U. T. Board of Regents: Recommendation to Amend the Regents' Rules and Regulations, Part One, Chapter II by Adding a New Section 10 Relating to the Vice Chancellor for Development and External Relations.--

RECOMMENDATION

With the concurrence of Chairman Beecherl, the Chancellor-Elect recommends that the Regents' Rules and Regulations, Part One, Chapter II be amended by adding a new Section 10 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 of the Vice Chancellor for Development and External Relations.
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.

BACKGROUND INFORMATION

The creation of the Office of the Vice Chancellor for Development and External Relations will enhance the ability of the System and the component institutions to develop, administer, and coordinate programs and activities related to the areas of responsibility delegated to the Vice Chancellor for Development and External Relations.

2. U. T. System: Proposed 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.--

RECOMMENDATION

The Chancellor and the Executive Vice Chancellor for Academic Affairs or the Executive Vice Chancellor for Health Affairs, as appropriate, concur in the recommendation of the respective chief administrative officers that the U. T. Board of Regents approve the membership of the component development boards and advisory councils of The University of Texas

System as set forth on Pages B of R 5 - 43 to be effective September 1, 1992. The full membership of each organization is set out with the reappointments indicated by single asterisk and new appointments by double asterisks.

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

2.

The University of Texas at AustinDevelopment 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. Machemehl, 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:

	<u>Term Expires</u>
* 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. Grassedonio, 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. Wetzels, 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)

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

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

Executive Committee: Chairman Beecherl
Vice-Chairman Ramirez, Vice-Chairman Cruikshank
MSA Page Ex.C - 1

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

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

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

Facilities Planning and Construction Committee:
Chairman Moncrief, Regent Barshop, Regent
Cruikshank, Regent Rapoport
MSA Page FPCC - 1

Asset Management Committee: Chairman Cruikshank
Regent Beecherl, Regent Loeffler, Regent Rapoport
MSA Page AMC - 1

F. RECONVENE AS COMMITTEE OF THE WHOLE

G. ITEMS FOR THE RECORD

1. U. T. Austin: Report on Gift of Art Collection for the Archer M. Huntington Art Gallery of the College of Fine Arts.--

REPORT

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 U. T. 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 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. Tyler - On-Campus Housing, Student Apartment Complex (Phase I): Report on Amendment of Project Details.--

REPORT

Following approval by the U. T. Board of Regents at the December 1991 meeting, negotiations to finalize the Ground Lease between U. T. 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 on April 15, 1992. Modifications to the project description follow:

- 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.
3. U. T. Southwestern Medical Center - Dallas: Report 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.--

REPORT

The U. T. Board of Regents recognizes and agrees 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.

- H. REPORT OF BOARD FOR LEASE OF UNIVERSITY LANDS
- I. REPORT OF SPECIAL COMMITTEES
- J. OTHER MATTERS

Resolution of Appreciation

- K. RECESS TO EXECUTIVE SESSION

The Board will 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 on Page EX.S - 1 of the Material Supporting the Agenda.

- L. RECONVENE IN OPEN SESSION

- M. CONSIDERATION OF ACTION ON ANY ITEMS DISCUSSED IN THE EXECUTIVE SESSION OF THE BOARD OF REGENTS PURSUANT TO V.T.C.S., ARTICLE 6252-17, SECTIONS 2(e), (f) AND (g)

1. Pending and/or Contemplated Litigation - Section 2(e)
 - a. U. T. Southwestern Medical Center - Dallas: Proposed Settlement of Medical Liability Litigation
 - b. U. T. Medical Branch - Galveston: Proposed Settlement of Medical Liability Litigation
2. Land Acquisition, Purchase, Exchange, Lease or Value of Real Property and Negotiated Contracts for Prospective Gifts or Donations - Section 2(f)
3. Personnel Matters [Section 2(g)] Relating to Appointment, Employment, Evaluation, Assignment, Duties, Discipline, or Dismissal of Officers or Employees

U. T. System: Consideration 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 Request for the Chancellor to Make Editorial Corrections Therein

- N. SCHEDULED EVENTS

Board of Regents' Meetings

<u>Dates</u>	<u>Locations/Hosts</u>
August 13, 1992	Regents' Room, Austin
October 9, 1992	U. T. Dallas
December 3, 1992	Regents' Room, Austin

- O. OTHER BUSINESS

- P. ADJOURNMENT

1992

January 1992						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

February 1992						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

March 1992						
S	M	T	W	T	F	S
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15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

April 1992						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

May 1992						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

June 1992						
S	M	T	W	T	F	S
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14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

July 1992						
S	M	T	W	T	F	S
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12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August 1992						
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23	24	25	26	27	28	29
30	31					

September 1992						
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13	14	15	16	17	18	19
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27	28	29	30			

October 1992						
S	M	T	W	T	F	S
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10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

November 1992						
S	M	T	W	T	F	S
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15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

December 1992						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

**Executive
Committee**

EXECUTIVE COMMITTEE
Committee Chairman Beecherl

Date: June 11, 1992

Time: Following the convening of the Board of Regents
at 10:00 a.m.

Place: The Nancy and Benno Schmidt Board Room
Lila B. Etter Alumni Center
U. T. Austin

- | | <u>Page</u>
<u>Ex.C</u> |
|---|----------------------------|
| 1. U. T. El Paso: Miner Foundation Advisory Council - Proposed Nominees Thereto (NO PUBLICITY UNTIL ACCEPTANCES ARE RECEIVED) (Exec. Com. Letter 92-13) | 2 |
| 2. U. T. Pan American - Academic Services Building (Project No. 901-739): Request to Excuse Rockford Business Interiors, Austin, Texas, from the Bid on Base Proposal "O" Due to Errors in the Bid; and Recommended 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) | 4 |
| 3. U. T. Pan American - Allied Health Annex (Project No. 901-742): Recommended 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) | 9 |
| 4. U. T. Southwestern Medical Center - Dallas - Intercampus Connector for Research Building - Phase II North Campus Expansion (Project No. 303-755): Request for Approval of Temporary Revised Total Project Cost; Recommended Award of Construction Contract to SEDALCO, INC., Fort Worth, Texas; and Request for Approval to Identify and Implement Change Orders to Reduce Total Project Cost (Exec. Com. Letter 92-14) | 12 |

1. U. T. El Paso: Miner Foundation Advisory Council - Proposed Nominees Thereto (NO PUBLICITY UNTIL ACCEPTANCES ARE RECEIVED) (Exec. Com. Letter 92-13).--

RECOMMENDATION

The Executive Committee concurs in the recommendation of the Chancellor, the Executive Vice Chancellor for Academic Affairs, and President Natalicio that the following individuals be approved as initial nominees to membership on the U. T. El Paso Miner Foundation Advisory Council:

THE UNIVERSITY OF TEXAS AT EL PASO

Recommended Appointments to Membership

Miner Foundation Advisory Council

a. Membership

Authorized 39 Recommended 39

b. Reappointments

None

c. New Appointments

For one-year term ending 1993

Mr. Thomas C. Balsiger, El Paso, Business: President, North American Data Processors Ltd.
Mr. Jim Barlow, El Paso, Business: Agent, Teamsters Truck Drivers Local 745
Mr. John S. Birkelbach, El Paso, Business: Attorney, Ginnings Birkelbach Keith & Delgado, P.C.
Mr. John H. Fuller, El Paso, Business: Director, Upper Rio Grande Private Industry Council
Mr. Andrew R. Guevara, El Paso, Business: Attorney
Mr. Edward C. Houghton, Jr., El Paso, Business: Sales Representative - Insurance, Goodman Planning
Mr. Bill Howell, El Paso, Business: Owner, Bill Howell Real Estate
Joe N. Kidd, M.D., El Paso, Business: Cardiovascular Surgeon
Ms. Susan B. King, El Paso, Business: Attorney
Ms. Susan B. Mayfield, El Paso, Business: Civic Leader
Mr. Paul A. Perez, El Paso, Business: District Manager, A Pro Trailers of El Paso
Mr. John A. Steiner, El Paso, Business: President, Nobles/Steiner, Inc.
Ms. Sandy Tyler, El Paso, Business: Area Manager - Sales/Service Center, Southwestern Bell Telephone

For two-year term ending 1994

Dwayne M. Aboud, M.D., El Paso, Business:
Internal Medicine
Rene O. Casavantes, D.M.D., El Paso, Business:
Dentist
Mr. John Colman, El Paso, Business: President,
Iron Skillet Restaurants (Petro, Inc.)
Ms. Jan Wisbrun Dreher, El Paso, Business:
Financial Consultant, Merrill Lynch, Pierce
Fenner & Smith
Mr. H. M. Bart Fischer, El Paso, Business:
Architect
Mr. Charles W. Hurd, Jr., El Paso, Business:
Owner, Hurd Distributing Company
Mr. Richard Martinez, El Paso, Business:
Engineer, White Sands Missile Range
Mr. Clark McKean, El Paso, Business: Manager,
Magnolia Coca Cola Bottling Company
Mr. Michael P. McNamee, El Paso, Business:
Farmer
Ms. Andrea Meece, El Paso, Business: Financial
Manager, Roger Salome, D.D.S.
Maj. Gen. (Ret) John B. Oblinger, El Paso,
Business: Vice-President, State National
Bank
Mr. Roberto Perez, El Paso, Business: Sales
Agent, Presi Ortega & Associates
Mr. Russell A. Vandenburg, El Paso, Business:
Property Manager, EPT Management

For three-year term ending 1995

Mr. Manny Aldana, El Paso, Business:
President, BOR-MAQ Associates
Mr. L. Paul Berry, El Paso, Business:
President, Wyler Industrial Works, Inc.
Ms. Kimberly D. Curlin, El Paso, Business:
Marketing Director, Paragon Cable TV
Ms. Alma Rosa Ganem, El Paso, Business:
Marketing Representative, Contel Cellular
Mr. Howard Goldberg, El Paso, Business:
President, Final Finish/Supreme Laundry &
Cleaners
Ms. Marina C. Lee, El Paso, Business:
President, Emery Advertising, Inc.
Hon. Philip R. Martinez, Jr., El Paso,
Business: Judge/Attorney
Mr. Ted Moore, El Paso, Business: Owner/
President, Moore's EZE Clean/Gold Line
Construction
Rene M. Rosas, D.D.S., El Paso, Business:
Dentist
Mr. Ron R. Rush, El Paso, Business: President,
Lawyers Title of El Paso
Mr. Humberto F. Sambrano, El Paso, Business:
President, Samcorp General Contractors
Mr. Kermit W. Uecker, El Paso, Business:
Certified Public Accountant, Uecker and
Company, P.C.
Mr. Robert V. Wingo, El Paso, Business:
President, Sanders Wingo Galvan & Morton
Advertising

d. Unfilled Terms

None

BACKGROUND INFORMATION

At the February 1992 meeting, the U. T. Board of Regents established the U. T. El Paso Miner Foundation Advisory Council with the understanding that nominees to the Council would be submitted at a later date. Approval of these nominees was requested via Executive Committee Letter in order to publicly announce the Council membership and initiate the 1992 fund raising and season ticket campaigns for Intercollegiate Athletics as soon as possible.

In accordance with usual procedures, no publicity will be given to these nominations until acceptances are received and reported for the record at a subsequent meeting of the U. T. Board of Regents.

2. U. T. Pan American - Academic Services Building (Project No. 901-739): Request to Excuse Rockford Business Interiors, Austin, Texas, from the Bid on Base Proposal "O" Due to Errors in the Bid; and Recommended 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).--

RECOMMENDATION

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

- a. Excuse Rockford Business Interiors, Austin, Texas, from its bid on Base Proposal "O," Interaction Lounge Furniture, because of errors in that bid
- b. Award 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 RECOMMENDED CONTRACT AWARD \$505,923.32

BACKGROUND INFORMATION

In accordance with authorization of the U. T. Board of Regents in October 1990, bids were received on April 23, 1992, as shown below in the bid tabulation, for furniture and furnishings for the Academic Services Building at U. T. Pan American. Funds for the contract awards are available in the Project Furniture and Equipment Account.

With respect to Base Proposal "O" (Interaction Lounge Furniture), the apparent low bidder, Rockford Business Interiors, Austin, Texas, alleges that an error was made in its bid and has requested to be excused. The error was mathematical in nature as opposed to an error in judgement and involves a lack of multiplication of unit prices for the modular components of waiting area lounge furniture. It is recommended by the Office of General Counsel 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.

Base Proposal "A" - Faculty Office Chairs

Jones Office Supply, McAllen, Texas	\$ 12,734.04
Educational & Institutional Cooperative Service, Inc., Dallas, Texas	14,165.93
Brown & Parker, Inc. dba Texas Office Supply Company, Corpus Christi, Texas	14,197.80
Rockford Business Interiors Austin, Texas	14,228.07
O. P. Corporate Furnishings, Inc. Austin, Texas	15,207.97

Base Proposal "B" - Office Casework Type "K"

Jones Office Supply, McAllen, Texas	\$ 23,018.73
Wilson Business Products Systems & Services, Inc., San Antonio, Texas	23,452.00
Brown & Parker, Inc. dba Texas Office Supply Company, Corpus Christi, Texas	23,660.15
O. P. Corporate Furnishings, Inc. Austin, Texas	23,866.12
Commercial Furniture Services Inc. Houston, Texas	24,646.00
Rockford Business Interiors Austin, Texas	25,177.80

Base Proposal "C" - Bookcases

Jones Office Supply, McAllen, Texas	\$ 16,954.59
CDM Contract Furnishings, Inc. Austin, Texas	17,985.97
Rockford Business Interiors Austin, Texas	18,266.79
Brown & Parker, Inc. dba Texas Office Supply Company, Corpus Christi, Texas	18,364.40
Rodco-Brandt Mfg., Midlothian, Texas	19,711.50
O. P. Corporate Furnishings, Inc. Austin, Texas	20,814.61

Base Proposal "D" - Steel Files, Light Tables
and Plan Files

CDM Contract Furnishings, Inc. Austin, Texas	\$ 34,336.02
Brown & Parker, Inc. dba Texas Office Supply Company, Corpus Christi, Texas	35,100.80

Base Proposal "E" - Visitor Chairs

Jones Office Supply, McAllen, Texas	\$ 9,714.60
Rockford Business Interiors Austin, Texas	9,816.75
Brown & Parker, Inc. dba Texas Office Supply Company, Corpus Christi, Texas	9,883.65
O. P. Corporate Furnishings, Inc. Austin, Texas	10,168.57

Base Proposal "F" - Work Tables

Educational & Institutional Cooperative Service, Inc., Dallas, Texas	\$ 15,000.36
Brown & Parker, Inc. dba Texas Office Supply Company, Corpus Christi, Texas	15,000.70
Rockford Business Interiors Austin, Texas	15,378.67
Jones Office Supply, McAllen, Texas	16,020.13
O. P. Corporate Furnishings, Inc. Austin, Texas	16,304.60

Base Proposal "G" - Work Chairs and Stools

Jones Office Supply, McAllen, Texas	\$ 22,414.75
Brown & Parker, Inc. dba Texas Office Supply Company, Corpus Christi, Texas	22,582.80
O. P. Corporate Furnishings, Inc. Austin, Texas	22,982.66

Base Proposal "H" - Conference Tables

Jones Office Supply, McAllen, Texas	\$ 2,332.26
O. P. Corporate Furnishings, Inc. Austin, Texas	2,631.30
Brown & Parker, Inc. dba Texas Office Supply Company, Corpus Christi, Texas	2,658.60

Base Proposal "I" - Conference Chairs

Educational & Institutional Cooperative Service, Inc., Dallas, Texas	\$ 4,160.72
Jones Office Supply, McAllen, Texas	4,903.51
Rockford Business Interiors Austin, Texas	5,281.13
Brown & Parker, Inc. dba Texas Office Supply Company, Corpus Christi, Texas	5,593.00

Base Proposal "J" - Steel Computer Tables

Brown & Parker, Inc. dba Texas Office Supply Company, Corpus Christi, Texas	\$200,635.90
Jones Office Supply, McAllen, Texas	201,126.98
O. P. Corporate Furnishings, Inc. Austin, Texas	209,164.22
Rockford Business Interiors Austin, Texas	211,427.18

Base Proposal "K" - Computer Chairs

Finger Office Furniture, A Division of Finger Furniture Co., Inc. Houston, Texas	\$103,292.00
Jones Office Supply, McAllen, Texas	121,505.99
O. P. Corporate Furnishings, Inc. Austin, Texas	127,623.80
Brown & Parker, Inc. dba Texas Office Supply Company, Corpus Christi, Texas	129,558.45
Commercial Furniture Services Inc. Houston, Texas	145,722.00

Base Proposal "L" - Wood Computer Tables

Jones Office Supply, McAllen, Texas	\$ 12,085.29
Fredericksburg Industries, Inc. Fredericksburg, Texas	13,158.85
Brown & Parker, Inc. dba Texas Office Supply Company, Corpus Christi, Texas	13,500.00
G. Madison Company, Dallas, Texas	15,388.00
Rockford Business Interiors Austin, Texas	15,788.64
Moseley Woodcraft, Inc. Austin, Texas	20,500.00

Base Proposal "M" - Modular Office Furniture

O. P. Corporate Furnishings, Inc. Austin, Texas	\$ 10,185.41
Jones Office Supply, McAllen, Texas	10,190.85
Brown & Parker, Inc. dba Texas Office Supply Company, Corpus Christi, Texas	11,022.60

Base Proposal "N" - Steel Shelving and Workbenches

Austin Material Handling Austin, Texas	\$ 17,689.35
A.I.M. Inc., San Antonio, Texas	17,824.31
Brown & Parker, Inc. dba Texas Office Supply Company, Corpus Christi, Texas	24,540.55

Base Proposal "O" - Interaction Lounge Furniture

Rockford Business Interiors Austin, Texas (erroneous bid)	\$ 3,547.47
Jones Office Supply, McAllen, Texas	11,702.30
Educational & Institutional Cooperative Service, Inc., Dallas, Texas	11,824.05
Brown & Parker, Inc. dba Texas Office Supply Company, Corpus Christi, Texas	13,486.00

Base Proposal "P" - Wood Library Shelving

Fredericksburg Industries, Inc. Fredericksburg, Texas	\$ 6,200.00
G. Madison Company, Dallas, Texas	6,793.00
Rockford Business Interiors Austin, Texas	7,512.00

Alternate Proposal "R-1" - Spare Parts for
Computer Chairs

Finger Office Furniture, A Division of Finger Furniture Co., Inc. Houston, Texas	\$ 3,467.00
Jones Office Supply, McAllen, Texas	4,052.92
O. P. Corporate Furnishings, Inc. Austin, Texas	4,729.40
Brown & Parker, Inc. dba Texas Office Supply Company, Corpus Christi, Texas	6,384.00

3. U. T. Pan American - Allied Health Annex (Project
No. 901-742): Recommended Award of Contracts for Furni-
ture 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).--

RECOMMENDATION

The Executive Committee concurs in the recommendation of the Chancellor, the Executive Vice Chancellor for Academic Affairs, and President Nevarez that the U. T. Board of Regents award contracts for furniture and furnishings for the Allied Health Annex at U. T. 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)

12,218.00

GRAND TOTAL RECOMMENDED CONTRACT AWARDS

\$167,026.19

BACKGROUND INFORMATION

In accordance with authorization of the U. T. Board of Regents in October 1990, bids were received on April 23, 1992, as shown below, for furniture and furnishings for the Allied Health Annex at U. T. Pan American. Funds for the contract awards are available in the Furniture and Equipment Account.

Base Proposal "A" - Faculty Office Chairs

Jones Office Supply, McAllen, Texas	\$ 8,926.19
Rockford Business Interiors, Austin, Texas	11,693.79
Brown & Parker, Inc. dba Texas Office Supply Company, Corpus Christi, Texas	12,258.05
O. P. Corporate Furnishings, Inc. Austin, Texas	13,596.39
Educational & Institutional Cooperative Service, Inc., Dallas, Texas	14,080.84

Base Proposal "B" - Office Casework Type "K"

Jones Office Supply, McAllen, Texas	\$25,526.68
Wilson Business Products Systems and Services, Inc., San Antonio, Texas	26,011.00
Brown & Parker, Inc. dba Texas Office Supply Company, Corpus Christi, Texas	26,236.00
O. P. Corporate Furnishings, Inc. Austin, Texas	26,711.66
Commercial Furniture Services Inc. Houston, Texas	27,410.00
Rockford Business Interiors, Austin, Texas	29,889.72

Base Proposal "C" - Bookcases and Steel Shelving

Jones Office Supply, McAllen, Texas	\$17,569.19
Rockford Business Interiors, Austin, Texas	18,081.34
Brown & Parker, Inc. dba Texas Office Supply Company, Corpus Christi, Texas	18,490.29
Austin Material Handling, Austin, Texas	19,015.92
O. P. Corporate Furnishings, Inc. Austin, Texas	19,668.06
Rodco-Brandt Mfg., Midlothian, Texas	21,265.00

Base Proposal "D" - Steel Files

CDM Contract Furnishings, Inc. Austin, Texas	\$13,418.52
Brown & Parker, Inc. dba Texas Office Supply Company, Corpus Christi, Texas	14,172.25
Commercial Furniture Services Inc. Houston, Texas	14,788.00
Educational & Institutional Cooperative Service, Inc., Dallas, Texas	15,633.50

Base Proposal "E" - Visitor Chairs

Jones Office Supply, McAllen, Texas	\$12,445.17
Brown & Parker, Inc. dba Texas Office Supply Company, Corpus Christi, Texas	12,472.50
Rockford Business Interiors, Austin, Texas	12,769.92
O. P. Corporate Furnishings, Inc. Austin, Texas	13,353.06

Base Proposal "F" - Classroom Tables

Jones Office Supply, McAllen, Texas	\$18,625.28
CDM Contract Furnishings, Inc. Austin, Texas	19,238.25
Rockford Business Interiors, Austin, Texas	19,587.65
Brown & Parker, Inc. dba Texas Office Supply Company, Corpus Christi, Texas	23,684.60
Educational & Institutional Cooperative Service, Inc., Dallas, Texas	23,889.48
O. P. Corporate Furnishings, Inc. Austin, Texas	25,742.88

Base Proposal "G" - Classroom Chairs

Jones Office Supply, McAllen, Texas	\$22,064.21
O. P. Corporate Furnishings, Inc. Austin, Texas	22,256.53
CDM Contract Furnishings, Inc. Austin, Texas	22,359.19
Educational & Institutional Cooperative Service, Inc., Dallas, Texas	22,461.01
Brown & Parker, Inc. dba Texas Office Supply Company, Corpus Christi, Texas	22,586.50
Rockford Business Interiors, Austin, Texas	23,248.25

Base Proposal "H" - Conference Tables

Jones Office Supply, McAllen, Texas	\$ 3,637.37
O. P. Corporate Furnishings, Inc. Austin, Texas	4,103.76
Brown & Parker, Inc. dba Texas Office Supply Company, Corpus Christi, Texas	4,279.50

Base Proposal "I" - Conference Chairs

Jones Office Supply, McAllen, Texas	\$13,755.97
Brown & Parker, Inc. dba Texas Office Supply Company, Corpus Christi, Texas	14,042.65
O. P. Corporate Furnishings, Inc. Austin, Texas	15,169.66

Base Proposal "J" - Computer Tables

Jones Office Supply, McAllen, Texas	\$11,689.70
Brown & Parker, Inc. dba Texas Office Supply Company, Corpus Christi, Texas	12,189.50
Rockford Business Interiors, Austin, Texas	12,224.02
O. P. Corporate Furnishings, Inc. Austin, Texas	13,298.94

Base Proposal "K" - Computer Chairs

Finger Office Furniture, A Division of Finger Furniture Co., Inc. Houston, Texas	\$12,218.00
Brown & Parker, Inc. dba Texas Office Supply Company, Corpus Christi, Texas	12,967.00
Jones Office Supply, McAllen, Texas	14,188.50
Commercial Furniture Services Inc. Houston, Texas	14,258.00
O. P. Corporate Furnishings, Inc. Austin, Texas	15,777.74

Base Proposal "M" - Student Lounge Furniture

Jones Office Supply, McAllen, Texas	\$ 7,149.91
O. P. Corporate Furnishings, Inc. Austin, Texas	7,162.48
Rockford Business Interiors, Austin, Texas	7,376.73
Brown & Parker, Inc. dba Texas Office Supply Company, Corpus Christi, Texas	7,376.75
CDM Contract Furnishings, Inc. Austin, Texas	7,992.56

4. U. T. Southwestern Medical Center - Dallas - Intercampus Connector for Research Building - Phase II North Campus Expansion (Project No. 303-755): Request for Approval of Temporary Revised Total Project Cost; Recommended Award of Construction Contract to SEDALCO, INC., Fort Worth, Texas; and Request for Approval to Identify and Implement Change Orders to Reduce Total Project Cost (Exec. Com. Letter 92-14).--

RECOMMENDATION

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

- a. Approve 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 U. T. Southwestern Medical Center - Dallas
- b. Award 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. Direct 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.

BACKGROUND INFORMATION

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 project were received and opened on March 31, 1992, as shown on Page Ex.C - 15.

All bids received exceeded the estimated cost of \$4,920,900, including consideration of four of the eight possible Deductive Alternate Bids. (Deductive Alternate Bid Nos. 2A, 3, 6, and 7 are not recommended for acceptance because: No. 2A is for work under an agreement with St. Paul Medical Center; No. 3 is for a necessary security system; No. 6 is mutually exclusive with certain of the other Deductive Alternate Bids; and No. 7 is for necessary site work on the North Campus.) The lowest responsive bid received, including consideration of the remaining Deductive Alternate Bids, exceeds the estimated construction cost by \$565,358 and would result in a total project cost which would exceed the estimated total project cost authorization of the U. T. Board of Regents by \$621,627.

The Intercampus Connector project is a critical part of the Phase II North Campus Development which has been approved by the Board of Regents and the Coordinating Board at a total Project Cost of \$67,800,000. 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. In order for this coordination to occur, it is necessary to proceed with construction of the Intercampus Connector project in May 1992.

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 for 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 U. T. System Office of

Facilities Planning and Construction, the Project Architect, and U. T. Southwestern Medical Center - Dallas, have 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.

Therefore, it is recommended that the U. T. Board of Regents approve a temporary increase in the total project cost from \$5,500,000 to \$6,121,627 which is necessary to award a construction contract 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. The U. T. System Office of Facilities Planning and Construction and the Project Architect, in consultation with the U. T. Southwestern Medical Center - Dallas, will process change orders which will reduce the revised total project cost to within the originally authorized 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 recommended contract award to SEDALCO, INC., Fort Worth, Texas, the lowest responsive bidder, can be made within the \$6,121,627 temporary total project cost.

The Intercampus Connector project is a part of the Research Building - Phase II North Campus Expansion project which is included in the Capital Improvement Plan approved in June 1991 and the Capital Budget approved in October 1991 by the U. T. Board of Regents 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.

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

See Item 5 on Page FPCC - 10 related to the Research Building - Phase II North Campus Expansion.

INTERCAMPUS CONNECTOR
RESEARCH BUILDING - PHASE II NORTH CAMPUS EXPANSION
U. T. SOUTHWESTERN MEDICAL CENTER - DALLAS
Bids Received March 31, 1992, at Dallas, Texas

<u>BIDDER</u>	<u>SEDALCO, INC.</u> <u>Fort Worth, TX</u>	<u>H. B. ZACHRY</u> <u>COMPANY</u> <u>San Antonio, TX</u>	<u>DAL-MAC</u> <u>CONSTRUCTION</u> <u>COMPANY</u> <u>Richardson, TX</u>	<u>Austin</u> <u>Bridge &</u> <u>Road, Inc.</u> <u>Dallas, TX</u>
BASE BID	\$5,947,000	\$6,472,000	\$6,900,000	\$7,360,000
Ded. Alt. #1 - Deduct One Elevator	(19,000)	(18,130)	(34,000)	(77,719)
Ded. Alt. #2 - Provide Open Pedestrian Bridges, Vestibule and Stair/Elevator Tower at Main Campus	(76,900)	(90,831)	(104,000)	(57,676)
EX. C - 15 Ded. Alt. #2A - Provide Open Pedestrian Bridges at St. Paul Professional Building	(56,000)	(55,367)	(51,000)	(49,633)
Ded. Alt. #3 - Deduct Security Gate	(3,800)	(21,752)	(16,000)	(16,648)
Ded. Alt. #4 - Deduct Middle Guard Rail	(90,300)	(95,806)	(100,000)	(101,138)
Ded. Alt. #5 - Deduct Argon Lighting and Lexan Shield	(100,500)	(111,488)	(85,000)	(65,520)
Ded. Alt. #6 - Provide Vinyl Composition Tile in Lieu of Porcelain Ceramic Tile	(13,300)	(15,200)	(14,000)	(15,600)
Ded. Alt. #7 - Deduct Work at North Campus	<u>(40,500)</u>	<u>(38,256)</u>	<u>(63,000)</u>	<u>(53,737)</u>
Recommended Award Base Bid Less Deductive Alternate Bid Nos. 1, 2, 4, and 5	\$5,660,300	\$6,155,745	\$6,577,000	\$7,057,947

**Business Aff.
and Audit Com.**

BUSINESS AFFAIRS AND AUDIT COMMITTEE
Committee Chairman Loeffler

Date: June 11, 1992

Time: Following the meeting of the Executive Committee

Place: The Nancy and Benno Schmidt Board Room
Lila B. Etter Alumni Center
U. T. Austin

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2. U. T. Board of Regents: Recommendation to Amend the Regents' <u>Rules and Regula-</u> <u>tions</u> , Part One, Chapter II, Section 6, Subdivision 6.33 (Director of Facilities Planning and Construction)	2
3. U. T. System: Recommended Approval of Non-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 Request for the Chancellor to Make Editorial Corrections Therein	4
4. U. T. System: Recommended Approval of the Capital Budget for the Fiscal Year Ending August 31, 1993	4
5. U. T. System: Recommended 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	7
6. U. T. System: Recommended Establishment of a Self-Insured Vision Plan; Appoint- ment of Vision Service Plan of Texas, Dallas, Texas, as Administrative/Fiscal Agent for an Optional Self-Funded Vision Plan; and Establishment of Rates to be Effective September 1, 1992	8

1. U. T. System: Recommendation to Approve Chancellor's Docket No. 64.--

RECOMMENDATION

It is recommended that Chancellor's Docket No. 64 be approved.

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

2. U. T. Board of Regents: Recommendation to Amend the Regents' Rules and Regulations, Part One, Chapter II, Section 6, Subdivision 6.33 (Director of Facilities Planning and Construction).--

RECOMMENDATION

The Chancellor concurs with the recommendation of the Executive Vice Chancellor for Business Affairs that the Regents' Rules and Regulations, Part One, Chapter II, Section 6, Subdivision 6.33, be amended as set forth below in congressional style:

- 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 [Managing the] administration and [general] supervision of any new building construction and initial equipping thereof, or any [inside or outside repairs, remodeling, rehabilitation,] new construction of improvements other than building; [7] or campus planning exceeding \$300,000 in cost, [costing \$300,000 or more,] 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] ~~[Developing standards for maintenance of all physical facilities at component institutions.]~~
- 6.337 [6.338] Directing the negotiation and approval of all [utility] contracts for commercially operated thermal energy plants.
- 6.338 [6.339] Complying ~~[Coordinating compliance]~~ with federal and state accessibility standards applicable to new construction and major repair and rehabilitation projects of the System and its ~~[the]~~ component institutions.

BACKGROUND INFORMATION

This recommendation conforms monetary limits for management of construction and major repair and rehabilitation projects by the Director of Facilities Planning and Construction to those expressed in Part Two, Chapter VIII, Section 1 of the Regents' Rules and Regulations. It also deletes reference to responsibility for developing standards for maintenance of physical facilities, a function now performed by the components.

3. U. T. System: Recommended Approval of Non-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 Request for the Chancellor to Make Editorial Corrections Therein.--

RECOMMENDATION

The Chancellor, with the concurrence of the appropriate Executive Vice Chancellor and chief administrative officers of the component institutions of the U. T. System, recommends that the non-personnel aspects of the Operating Budgets for the U. T. System 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 be approved.

It is also recommended that the Chancellor be authorized to make editorial corrections therein and that subsequent adjustments be reported to the U. T. Board of Regents through the institutional dockets.

This item requires the concurrence of the Academic Affairs and Health Affairs Committees.

BACKGROUND INFORMATION

The Chancellor will present a statement in support of the budget recommendation at the committee meeting.

See Page Ex.S - 1 related to the personnel aspects of the Operating Budgets.

4. U. T. System: Recommended Approval of the Capital Budget for the Fiscal Year Ending August 31, 1993.--

RECOMMENDATION

The Chancellor, with the concurrence of the Executive Vice Chancellor for Academic Affairs, the Executive Vice Chancellor for Health Affairs, the Executive Vice Chancellor for Business Affairs, and the chief administrative officers of the component institutions of the U. T. System, recommends approval of The University of Texas 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 is presented in a separate document which will be distributed in advance of the June 1992 meeting of the U. T. Board of Regents.

Part A - Major Construction Projects

The U. T. System 1993 Capital Budget, Part A, projects 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 that 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, it is recommended that the Executive Secretary to the Board be 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 - Reserve Allocations for Repairs and Equipment Projects

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.

It is recommended that the U. T. System component institutions be 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 Board established procedures for construction projects.

BACKGROUND INFORMATION

The recommendations in Part B of the Capital Budget were developed from prioritized lists of projects submitted by component institutions and reviewed by U. T. System staff. The following major factors influenced the selection of Part B projects:

- a. Need to protect the current investment in buildings and laboratories which support important ongoing programs
- b. Desire to take advantage of opportunities to enhance the University's budget through energy conservation, obtaining matching grants, and increasing the prospects for obtaining competitive research contracts and grants
- c. Desire to implement selected strategic plans and enhance the strength of selected academic areas
- d. Desire to equip laboratories with advanced instrumentation and computational power in order that scholars and students working in those laboratories will have maximum opportunity to make significant contributions in their fields of inquiry.

Appropriation Explanations and Special Considerations for Part B

The summary table in Part B of the Capital Budget lists the total allocation for each institution from both the \$12.5 million reserve for repairs and rehabilitation as well as the \$11.5 million reserve for equipment and library resources. Following this summary table is a single page for each institution listing each authorized project along with an estimate of PUF requirements.

The dollar amount shown for each project is the best estimate available at the present stage of project planning. Slight adjustments will be necessary as equipment bids are received and repair and rehabilitation designs are refined. In a few cases, the total amount recommended for appropriation is less than the funds requested for the set of recommended authorized projects. In these cases, partial funding of a project is anticipated and the institution is encouraged to seek additional funding from other sources to implement as much of the project as possible or in some cases to consider project phasing options.

Because all institutions have a continuing need for additional resources and because the exact cost of implementing any project is unknown until completion of design and the end of a competitive bidding process, funds may be redistributed among authorized projects as needed to adjust for the uncertainty associated with initial cost estimates. Authorization to use remaining funds in this way creates incentives to implement the projects in the most cost effective manner.

5. U. T. System: Recommended 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.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Business Affairs that the U. T. Board of Regents approve the reappointment of Anthem Life Insurance Company, Dallas, Texas, for group term life, accidental death and dismemberment, and long-term disability insurance coverage for the U. T. System effective September 1, 1992.

The recommended monthly premiums are as follows:

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

BACKGROUND INFORMATION

Group term life, accidental death and dismemberment (AD&D), and long-term disability (LTD) insurance coverage for FY 1993 will continue on an insured basis with Anthem Life Insurance Company. No premium increases will be necessary.

A new feature of the group term life insurance plan is 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. The proposal is to allow 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.

This proposal and rates are recommended with the concurrence of the U. T. System Employee Health Plan Administrator and the U. T. System Employee Health Plan Operating Committee with input from the System-wide Insurance Advisory Committee.

6. U. T. System: Recommended Establishment of a Self-Insured Vision Plan; Appointment of Vision Service Plan of Texas, Dallas, Texas, as Administrative/Fiscal Agent for an Optional Self-Funded Vision Plan; and Establishment of Rates to be Effective September 1, 1992.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs, the Executive Vice Chancellor for Health Affairs, and the Executive Vice Chancellor for Business Affairs that the U. T. Board of Regents approve the establishment of a voluntary, self-insured vision care plan for U. T. System employees and appointment of 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.

Proposed group rates for FY 1993 are as follows:

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

BACKGROUND INFORMATION

Detailed eye examinations, including refraction, eye glasses and contact lenses are not covered benefits either in the U. T. System self-funded indemnity health plan or in Health Maintenance Organizations. Probably 50-60% of U. T. System employees, however, require correction of their vision. The proposed plan provides an additional cost-effective benefit for U. T. System employees. The vision plan would be voluntary and provides for an annual examination, 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 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 predetermined schedule.

The expected losses in a vision plan are highly predictable, and there are no catastrophic claims. The most cost-effective mechanism for funding the plan is through the self-funding mechanism. Article 3.50-3, 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 System Administration staff will be needed to effect the change.

This proposal and rates are recommended with the concurrence of the U. T. System Employee Health Plan Administrator and the U. T. System Employee Health Plan Operating Committee with input from the System-wide Insurance Advisory Committee.

**Academic
Affairs Com.**

ACADEMIC AFFAIRS COMMITTEE
Committee Chairman Barshop

Date: June 11, 1992
Time: Following the meeting of the Business Affairs and
Audit Committee
Place: The Nancy and Benno Schmidt Board Room
Lila B. Etter Alumni Center
U. T. Austin

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1. U. T. Board of Regents: Recommendation to Amend the Regents' Rules and Regulations, Part One, Chapter III, Section 6 (Tenure, Promotion, and Termination of Employment).--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and the Executive Vice Chancellor for Health Affairs that the Regents' Rules and Regulations, Part One, Chapter III, Section 6, Subsection 6.3, Subdivision 6.35 and Subsection 6.(11) be amended as set forth below in congressional style:

- 6.35 Nontenured faculty members who are notified in accordance with Subsection [~~Section~~] 6.7 that they will not be reappointed or who are notified in accordance with Subdivision [~~Section~~] 6.23 or Subsections [~~Section~~] 6.7[~~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. [~~No hearing to review~~] S[s]uch a decision shall be subject to review only to determine whether [~~held unless the affected faculty member submits in writing to the chief administrative officer of the institution factual allegations that~~] the decision [~~to terminate~~] was made for reasons that are unlawful under [~~based upon the faculty member's exercise of rights guaranteed by~~] the laws or Constitution of this state or the United States [~~and requests an administrative hearing to review these allegations~~]. 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, s[S]uch allegations shall be heard under the [~~same~~] 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 [~~at such hearing~~] that the decision in question was made for reasons that are unlawful under [~~based on the faculty member's exercise of rights guaranteed by~~] 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; [~~a prima facie case in support of the allegations.~~]
 - (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.

6.(11)

The chief administrative officer of a component institution has the responsibility for determining when [~~it shall be necessary~~] to eliminate occupied [~~reduce~~] 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 [~~and the Chancellor of The University of Texas System~~]. 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.

This item requires the concurrence of the Health Affairs Committee.

BACKGROUND INFORMATION

The proposed amendments to the Regents' Rules and Regulations, Part One, Chapter III, Section 6, Subsection 6.3, 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 proposed amendments to Subsection 6.(11) provide the minimum procedural requirements for academic program and/or position reduction not resulting from financial exigency. The guidelines comply with a recent decision of the Fifth Circuit Court of Appeals. The proposed amendments have been circulated to the chief administrative officers for review and comment and input has also been provided by the U. T. System Faculty Advisory Council.

- 2. U. T. Arlington: Request for Authorization to Establish Master of Science and Doctor of Philosophy Degrees in Environmental Science and Engineering and to Submit the Proposed Degree Programs to the Coordinating Board for Approval (Catalog Change).--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and President Nedderman that authorization be granted to establish Master of Science and Doctor of Philosophy degrees in Environmental Science and

Engineering at U. T. Arlington and to submit the proposals to the Texas Higher Education Coordinating Board for approval. The proposed degree programs are consistent with the institution's strategic plan and the approved Table of Programs. Descriptions of the proposed graduate degree programs are given in the Background Information of this agenda item.

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

BACKGROUND INFORMATION

Program Description

The proposed 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 programs will prepare students with a sound scientific base upon which to design solutions for today's rapidly changing and critical environmental problems. 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.

Program Need

No other state-supported institutions in Texas currently offer an interdisciplinary environmental science and engineering graduate program which requires, as a prerequisite, a degree in either mathematics, science, or engineering. Rice University is the only university in the state that offers a program with similar features.

In 1990, total annualized investments and operating costs for environmental control in the U. S. were \$115 billion, or 2.1 percent of the gross national product (GNP). Pollution control costs as a share of GNP have more than doubled since 1972 and are projected to increase to 2.6 percent by the year 2000.

Projections of increased revenues for certain industries provide an indication of where new jobs can be anticipated for environmental specialists. Following are projections of the percentage increase in revenues expected through 1996 for the specified business sector:

	<u>Percent</u>
• Environmental Business Market	11
• Consulting and Engineering	16
• Air Pollution Control	16
• Resource Recovery	15
• Hazardous Waste	14

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.

Because environmental engineering is an area of specialization within civil engineering, the Department of Civil Engineering is receiving a large number of inquiries from students with bachelors degrees in science about the possibility of pursuing a degree in the environmental area. In environmental graduate courses at U. T. Arlington, where students with science backgrounds have proper prerequisites, enrollments have jumped from 8 to 10 per course to 25 to 30 per course in recent semesters. Most of these students would prefer to pursue an environmental science and engineering degree and not a degree exclusively in engineering. The following table provides a conservative estimate of the projected enrollment of students new to the campus as a result of offering these programs:

Projected New Masters and Ph.D. Enrollments

<u>Year</u>	<u>Masters</u>	<u>Ph.D.</u>
1	5	2
2	10	4
3	15	6
4	20	8
5	25	10

Program Quality

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. All of the doctoral programs have recently undergone an external peer review. The proposed 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.

U. T. Arlington has established three entities that would provide opportunities for research and training related to environmental concerns: the Center for Environmental Research and Training (CERT) and the Environmental Institute for Technology Transfer (EITT), both in cooperation with the federal

Environmental Protection Agency; and the Center for Geoenvironmental and Geoarchaeological Studies (CGGS) established by the Department of Geology.

The Committee on Graduate Studies for Environmental Science and Engineering will provide deans and the administration with an annual review of the progress of the program; an external Environmental Science and Engineering Advisory Committee will be established to provide advice and counsel and ongoing evaluation of all aspects of the program; and a full review and self-study will be performed at the end of five years.

Program Cost

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 filling, 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 the proposed programs.

Summary

A well documented and growing concern for environmental quality has been translated into new federal and state legislation and municipal ordinances and the regulations have created a demand for environmental professionals. Currently, no state-supported university in Texas offers a strong interdisciplinary program designed to meet the growing demands. U. T. Arlington is well equipped to offer the proposed master's and doctoral degree programs in Environmental Science and Engineering without requiring additional state money.

A copy of the proposal for the Master of Science and Doctor of Philosophy in Environmental Science and Engineering is on file in the U. T. System Office of Academic Affairs.

3. U. T. Austin: Request for Authorization to Establish a Ph.D. Degree in Community and Regional Planning and to Submit the Proposed Degree Program to the Coordinating Board for Approval (Catalog Change).--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and President Cunningham that authorization be granted to establish a Ph.D. in Community and Regional Planning at U. T. Austin and to submit the proposal to the Texas Higher Education Coordinating Board for approval. In addition, the Coordinating Board will be asked to change the U. T. Austin Table of Programs to reflect authorization for the proposed degree program. The proposed 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. A description of the degree program is given in the Background Information of this agenda item.

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

BACKGROUND INFORMATION

Program Description

The proposed 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 proposed 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 proposed 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.

Students currently pursuing a Ph.D. with a focus in community and regional planning must now do so through the joint degree program in planning and geography (M.S. in CRP and Ph.D. in Geography). The route through geography to attain Ph.D. level competence in planning requires the student to complete a minimum of 27-36 additional credit hours beyond the total of 45 credit hours proposed here. The student is expected, in effect, to complete all the requirements for a Ph.D. in Geography as well as the doctoral-level work in planning. The CRP Program has co-sponsored a joint degree program in planning and geography for the past six years, with four students actively enrolled in the program.

Program Need

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. For the academic year 1988-89, 903 applications were

received by the 24 active doctoral degree programs in planning nationwide. Of those applying, 306 were offered admission, and 177 entered that year. In addition, there were 79 Ph.D. degrees granted.

The demand is increasing for new teaching and research positions at a number of growing planning departments and for replacement positions for retiring faculty members at established planning departments throughout the nation. At the University of California at Berkeley and the Massachusetts Institute of Technology, more than 25% of the full-time faculty members will be retiring in the next 10 years. Equally significant is the growing number of research-oriented planning positions in industry and public agencies at the state and federal levels. Demand is also growing in other countries for Ph.D. graduates with strong research capabilities for employment in academic planning departments and in government and private sectors.

Texas A&M University began its Ph.D. degree in Urban and Regional Science (U.R.Sc.) in 1980. It remains the only doctoral program related to planning in Texas. As of December 1988, there were 50-plus students enrolled in the U.R.Sc. degree program with an unusually high student/faculty ratio of five to eight U.R.Sc. doctoral students assigned to each faculty member. As of April 1989, more than 70 persons had graduated from the U.R.Sc. program. The evident high demand for Ph.D. level training in planning is not being adequately met by the Texas A&M University program. The schools nearest to the State of Texas which offer the Ph.D. in planning are located in Florida, Illinois, and California.

Program Quality

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. All of the doctoral programs have recently undergone an external peer review. 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 master's program is accredited by the national Planning Accreditation Board (PAB) and is reviewed every five years. The PAB is a cooperative organization sponsored by the most highly recognized professional and learned planning associations in the U. S.: the American Institute of Certified Planners, the Association of Collegiate Schools of Planning, and the American Planning Association. In April 1989, the PAB was recognized by the Board of Directors of the Council on Postsecondary Accreditation as the national accrediting body in the field of planning.

While no program accreditation procedure currently exists in this field at the Ph.D. level, a special study committee is developing accreditation policies and criteria for doctoral programs in planning. It is anticipated that the proposed doctoral program at U. T. Austin will be subject to peer review and accreditation along with the master's degree within the next three years.

Program Costs

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.

Summary

The proposed Ph.D. in Community and Regional Planning degree program will more nearly satisfy the needs and interests of students and state constituencies which are interested in planning. The proposed program is consistent with U. T. Austin's statewide mission and will accomplish four purposes: (a) the time and credit hour effort required for a student to complete a Ph.D. degree in planning will be significantly lower than is required for the current joint program in planning and geography; (b) time and credit hour savings will lower the total funds required for student support, because the period of time for such support is decreased; (c) student quality will be increased because the formal applicant pool, currently small because of the reluctance of potential applicants to undertake the excessive geography course requirements, will expand; and, (d) administrative effort will decrease because the formal degree coordination currently required between planning and geography would be eliminated. The demand for the degree is evident and the program can be implemented with no requirement for additional state appropriated funds.

A copy of the proposal is on file in the U. T. System Office of Academic Affairs.

4. U. T. Austin: Request for Authorization to Establish Master of Science and Doctor of Philosophy Degree Programs in Computational and Applied Mathematics and to Submit the Proposed Degree Programs to the Coordinating Board for Approval (Catalog Change).--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and President Cunningham that authorization be granted to establish Master of Science and Doctor of Philosophy degree programs in Computational and Applied Mathematics at U. T. Austin and to submit the proposals to the Texas Higher Education Coordinating Board for approval. The proposed 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. A description of the degree programs is given in the Background Information of this agenda item.

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

BACKGROUND INFORMATION

Program Description

The proposed 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 proposed 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 proposed program will provide a framework for better use of existing resources in the Departments of Computer Science, 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 proposed program will permit the elimination of unnecessary course work which is required for majors in the individual disciplines.

Need

A growing awareness has emerged throughout the U. S. of the need to develop formal interdisciplinary graduate degree programs in computational and applied mathematics. A number of major universities have initiated such programs. The newly announced degree program in Computational and Engineering Science at Rice University is the only similar program in Texas.

The U. S. Congress recently approved the U. S. High Performance Computing and Communications (HPCC) program. The HPCC program is intended to extend U. S. technological leadership in high performance computing and computer communications; to provide wide dissemination and applications of the supporting technology; to speed the pace of innovation; and to serve the national economy, national security, education, and the global environment. The program should spur gains in U. S. productivity and competitiveness by making high performance computing networks and technologies an integral part of the design and production process of the nation's high technology business and industry. Several billion dollars will be made available by the program during the next five years in support of a vigorous research and development effort that will bring together and integrate computer science, mathematics, and engineering. Such efforts are expected to provide solutions to the so-called "Grand Challenges" facing technological progress. These challenges also present an opportunity for universities to coordinate resources and to train a generation of new specialists for these developments.

Quality

A strong faculty, excellent facilities, and an extensive collection of graduate courses for the proposed program are already in place. The proposed interdisciplinary program will be supported by strong and active degree programs that exist in each of its component fields of mathematics, computer sciences, aerospace engineering and engineering mechanics, electrical and computer engineering, mechanical engineering, and physics. All of the doctoral programs in the component fields have recently undergone an external peer review and several departments have programs of nationally recognized quality.

Cost

The proposed interdisciplinary program will utilize existing faculty, equipment, and facilities in the Departments of Computer Sciences, Mathematics, Aerospace Engineering and Engineering Mechanics, Electrical and Computer Engineering, Physics, and Mechanical Engineering. No new faculty, equipment or facilities will be required to offer the program. 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, approval of this program may be expected to reduce costs on an individual student basis.

Summary

U. T. Austin proposes to establish a graduate degree program in computational and applied mathematics which will be structured to train competent researchers, teachers, and practitioners with multidisciplinary backgrounds in the computational sciences, applied mathematics, and in mathematical modeling with applications in engineering and science.

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

A copy of the proposal is on file in the U. T. System Office of Academic Affairs.

5. U. T. Austin: Proposed Amendments to the Undergraduate Admissions Policy to be Effective August 1992 (Catalog Change).--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and President Cunningham that amendments to the U. T. Austin Undergraduate Admissions Policy be adopted to be effective August 1992 for admissions beginning with the 1993 Summer Session. The proposed changes are set out below in congressional style:

THE UNIVERSITY OF TEXAS AT AUSTIN UNDERGRADUATE ADMISSIONS POLICY

The policy of The University of Texas at Austin regarding admission of undergraduates is as follows:

A. Texas Residents

1. Priority admission shall be granted to all Texas resident freshman applicants who meet the following standards and whose completed applications are received by The University of Texas at Austin Office of Admissions by February 1 for the following Summer Session or Fall Semester.
 - a. [~~Admit all~~] Texas resident freshman applicants in the top 10% of their high school class irrespective of SAT or ACT scores. All applicants will be required to submit an SAT or ACT score for evaluation purposes.

- b. ~~[Admit all Texas resident freshman applicants with SAT scores of 1200 or greater or ACT scores of 29 or greater irrespective of standing in high school class.]~~
- ~~[e. Admit all]~~ Texas resident freshman applicants ranking in the top quarter, but below the top 10%, of their high school graduating class if they attain a score of at least 1100 [~~1000~~] on the SAT or 26 [~~24~~] on the ACT.
- c. ~~[d. Admit all]~~ Texas resident freshman applicants ranking in the second quarter of their high school graduating class if they attain a score of at least 1200 [~~1100~~] on the SAT or 29 [~~27~~] on the ACT.
- ~~[e. Admit all Texas resident freshman applicants ranking in the lower one-half of their high school graduating class if they attain a score of at least 1200 on the SAT or 29 on the ACT.]~~
2. ~~[f.]~~ Individual review will be given to all Texas resident freshman applicants who meet the following standards and whose completed applications are received by The University of Texas at Austin Office of Admissions by March 1 for the following Summer Session or Fall Semester.
- a. Texas resident freshman applicants who would have been eligible for priority admission but did not meet the February 1 deadline.
- b. Texas resident freshman applicants ranking in the top quarter but below the top 10% if they attain scores of 800-1090 [900] on the SAT or 19-25 [18-23] on the ACT. [7-10]
- c. Texas resident freshman applicants ranking in the second quarter if they attain scores of 900-1190 [1090] on the SAT or 21-28 [22-26] on the ACT. [7 and 10]
- d. Texas resident freshman applicants ranking in the third and fourth quarters [~~lower one-half~~] if they attain test scores of at least 1200 [~~1100-1190~~] on the SAT or at least 29 [~~27-28~~] on the ACT.
3. ~~[g.]~~ Consistent with the Texas Equal Educational Opportunity Plan for Higher Education, individual review will be given routinely to ~~[the Texas resident freshman applications of]~~ all Black and Hispanic Texas resident freshman applicants [~~students~~] ranking in the top half of their high school graduating class and not otherwise admitted.
4. Texas resident freshman applicants graduating from an unaccredited high school are eligible for individual review if they score at least 1100 on the SAT or at least 26 on the ACT and

at least 500 on the College Board English Composition Test, Math Level I or Level II Test, and a third achievement test of the student's choice. A Texas resident over twenty-one years of age who did not graduate from high school but scored at least 1100 on the SAT or at least 26 on the ACT may be given individual review.

5. ~~(h)~~ The review of applications under provisions 2, 3 ~~(f)~~ and 4 ~~(g)~~ will ~~[be conducted by professionals and will]~~ take into account such multiple criteria as leadership, recommendations of teachers, special hardships, competitiveness of high school, the University's need for ethnic and cultural diversity, and the extent to which an academic program is impacted.

B. Nonresidents

1. ~~(i)~~ Priority admission shall be granted to [Admit] all nonresident freshman applicants who are in the top 25% of their high school class with a minimum SAT score of 1200 [1100] or minimum ACT score of 29 [27] and whose completed applications are received by The University of Texas at Austin Office of Admissions by February 1 for the following Summer Session or Fall Semester [as permitted under State law]. The President has the authority to raise these required scores if necessary.

2. Individual review will be given to all nonresident freshman applicants who meet the following standards and whose completed applications are received by The University of Texas at Austin Office of Admissions by March 1 for the following Summer Session or Fall Semester.

a. Applicants who would have been eligible for priority admission but did not meet the February 1 deadline.

b. Applicants who rank in the top 25% of their high school class and attain scores of 1100-1190 on the SAT or 26-28 on the ACT.

C. ~~(j)~~ Admission shall be granted to [Admit] all applicants who are holders of bona fide U. T. Austin scholarships designated by the President.

D. ~~(k)~~ Admission shall be granted to [Admit] all resident [and nonresident] transfer applicants who submit applications by March 1 and who have [with] 30 or more transferable semester credit hours of college credit and a minimum cumulative grade point average of 3.00; individual review shall be given to all resident [and nonresident] transfer applicants with 54 transferable semester credit hours or more and a cumulative grade point average between 2.50 and 2.99. Transfer applicants with fewer than 30 transferable hours will not be considered for admission.

Individual review will be given to all nonresident transfer applicants who submit applications by March 1 and who have 30 or more transferable semester credit hours of college credit and a minimum cumulative grade point average of 3.00 or who have 54 transferable semester credit hours or more and a minimum cumulative grade point average of 2.5.

E.[1-] Texas residents graduating from Texas high schools with the requisite units of high school credit, but not meeting the requirements for regular admission, may be considered for provisional freshman admission in the Summer or Spring terms immediately following graduation from high school, provided they have not enrolled for credit at any other college or university since graduation.

Provisionally admitted students must complete four courses for a minimum total of twelve semester credit hours with a 2.25 grade point average and no grade[s] of "X" or "F" [below "C" and at least one grade of "B" or higher] in that Summer Session or Spring Semester to be eligible to continue beyond that Summer Session or Spring Semester. All students must register for English 306 unless they already have credit for the course or qualify for credit on the basis of a placement examination. The remaining three or four courses must be chosen from at least three of the following groups:

Group I	Foreign Language	
Group II	Mathematics	
Group III	Anthropology Classics Economics Geography Government	History Linguistics Philosophy Psychology Sociology
Group IV	Astronomy Biology Botany Chemistry Computer Sciences	Geology Microbiology Physics Zoology

A provisionally admitted student will be required to register according to the published schedule and to participate in an orientation program at the time of registration.

[2-] A provisionally admitted student who fails to fulfill the academic requirements for continuation will be dismissed from the University and may be considered for readmission under the rules for transfer applicants.

F.[3-] All applicants for regular or provisional freshman admission are required to meet the high school unit requirements: four units of English, two units in a single foreign language, three units of mathematics at the level of algebra I or higher, two units of physical science, three units of social science and one and one-half units of elective courses.

G.[e-] The priority application deadline is February 1 and the regular application deadline is March 1 for all seeking admission for the Summer Session or the Fall Semester and October 1 for all seeking admission for the following Spring Semester [~~is March 1~~].

H.[p-] With approval of the U. T. Board of Regents, individual schools and colleges may institute higher admission requirements where limitations on faculty and facilities do not permit the acceptance of all qualified applicants. In such cases, priority will be given to the applicants with the higher overall academic achievement and potential and earlier date of application.

I.[q-] Under compelling circumstances, the President may revise application deadlines or criteria for admission as reasonably necessary to stabilize enrollment, increase the academic quality and diversity of the student body, and maintain access to the University for qualified Texas resident students.

BACKGROUND INFORMATION

Undergraduate admissions policies for U. T. Austin were most recently amended by the U. T. Board of Regents at the August 1990 meeting. The amendments now being proposed change certain provisions relating to new freshman admissions for resident and nonresident applicants, specify the treatment of nonresident transfer applications, clarify the standards for continuation of provisionally-admitted freshmen, and make certain other changes of an editorial nature. The revised policy would be effective August 1992 and apply to applications received from persons who expect to enroll for the 1993 Summer Session or subsequent semesters.

The proposed changes are an important aspect of the enrollment management strategies at U. T. Austin. An analysis of Fall 1992 freshman applications indicates that nearly all available spaces could be filled by applicants who qualify under the current standards for priority admissions. Consequently, the number of students who could be admitted after individual review is reduced substantially. Under the proposed standards, Texas resident students in the top 10% of their high school graduating class would still be given priority admission without regard to scores on the SAT or ACT. For students below the top 10%, the standards for test scores would be increased both for priority admissions and for deferred admission decisions following individual review.

Texas resident applicants whose class rank and test scores fall below the proposed standards and students who are denied admission after the individual reviews will continue to be eligible for provisional admissions. A proposed change for provisionally admitted students would require a 2.25 grade point average with no grade of "X" or "F" on twelve hours of courses before students are given regular admission. This change does not alter the performance now required to attain regular admission but provides a clearer, more easily understood statement of that standard.

For nonresidents, high school graduates in the top quarter of their class would have to score 1200 on the SAT or 29 on the ACT to be eligible for priority admission and those with scores between 1100-1190 would be given a deferred decision after individual review.

An additional change would establish a February 1 deadline for applications for students who wish to be given consideration for priority admission. This change would allow the processing of priority applications to be completed prior to the regular March 1 deadline and thus allow the staff more time for processing the increased numbers of applications for individual review. Students whose rank in class and test scores would qualify for priority admission but who fail to meet the February 1 priority deadline would still be eligible for individual review if they meet the March 1 deadline.

6. U. T. Austin: Proposed Appointment to the History of Music Chair in the College of Fine Arts Effective September 1, 1992.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and President Cunningham that Dr. Richard Leppert, Professor, Department of Humanities at the University of Minnesota, Minneapolis, Minnesota, be appointed as the initial holder of the History of Music Chair in the College of Fine Arts at U. T. Austin effective September 1, 1992.

BACKGROUND INFORMATION

Dr. Leppert's appointment as Professor, Department of Music at U. T. Austin, will be effective September 1, 1992. He has received numerous awards for study and research in this country and abroad, including four from the National Endowment for the Humanities and several fellowships, including Guggenheim and Fulbright-Hays. Dr. Leppert is the author of four books, with a fifth book in preparation, and numerous scholarly publications which support his scholarship in integrating the visual arts and music.

The History of Music Chair was established by the U. T. Board of Regents at the August 1988 meeting.

7. U. T. Austin: Proposed Appointments to Endowed Academic Positions in the College of Liberal Arts Effective September 1, 1992.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and President Cunningham that the following initial appointments be made to endowed academic positions in the College of Liberal Arts at U. T. Austin effective September 1, 1992. Professors will vacate any currently held endowed positions on the effective date of the new appointments.

<u>Name of Proposed Appointee</u>	<u>Endowed Academic Position</u>
Dr. Carlota S. Smith, Professor, Department of Linguistics	Dallas TACA Centennial Professorship in the Humanities; established August 1984
Dr. James Duban, Professor, Department of English	Archibald A. Hill Regents Professorship in American and English Literature; established June 1985
Dr. Thomas F. Staley, Direc- tor, Harry Ransom Humanities Research Center, and Holder of The Chancellor's Council Centennial Professorship in the Book Arts	C. B. Smith, Sr., Nash Phillips, Clyde Copus Centennial Chair Honoring Harry Hunt Ransom; established October 1984

BACKGROUND INFORMATION

Dr. Smith joined the U. T. Austin faculty in 1981 and is internationally recognized for her work in syntactic theory, particularly the field known as discourse analysis which she was instrumental in creating. During her tenure at U. T. Austin, she has served as Chair of the Department of Linguistics and currently serves as Director of the Center for Cognitive Science. Dr. Smith is the author or coauthor of numerous scholarly publications and has recently been given high acclaim for her book The Parameter of Aspect.

Dr. Duban, a faculty member at U. T. Austin since 1977, is nationally recognized for his original scholarship on Herman Melville and nineteenth-century intellectual history. He has an outstanding record in teaching, having been the recipient of the President's Associates Teaching Excellence Award for Teaching of Composition, the Liberal Arts Student Council Teaching Excellence Award and the Blunk Memorial Professorship. Dr. Duban has served as the Department of English Honors Advisor and on numerous other University administrative committees.

Dr. Staley was appointed as Director of the Harry Ransom Humanities Research Center and Professor, Department of English, at U. T. Austin in 1988. He is internationally recognized for his expertise on James Joyce and has served as chairman or co-chairman of four international James Joyce symposia in Dublin, Ireland, and Trieste, Italy. Dr. Staley is the author or coauthor of 13 books and over 50 scholarly publications and has been a Fulbright Professor and a Fulbright Research Professor in Trieste, Italy.

8. U. T. Austin: Recommendation to Approve Changes in Parking Permit Fees Effective with the Fall Semester 1992.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and President Cunningham that the U. T. Board of Regents approve changes in parking permit fees at U. T. Austin effective with the Fall Semester 1992 as set out below:

	<u>1991-92 Current Fees</u>	<u>1992-93 Proposed Fees</u>
<u>Faculty/Staff Permits</u>		
Class A (unreserved)	\$ 37.00	\$ 48.00
Class D (disabled)	92.00	120.00
Class F (reserved)	92.00	120.00
Class M (motorcycle)	9.00	9.00
Class O (administrator)	138.00	180.00
<u>Special Use Permits</u>		
Class E (exercise fitness programs)	13.00	13.00
Class R (recreational sports)	13.00	13.00
<u>Student Permits</u>		
Class A (health)	13.00	13.00
Class C (students)	13.00	13.00
Class D (disabled)	13.00	13.00
Class G (graduate students)	22.00	22.00
Class M (motorcycle)	9.00	9.00

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

BACKGROUND INFORMATION

The Parking and Traffic Policies Committee at U. T. Austin has recommended certain increases in parking permit fees for 1992-93 and the increases have been included in proposed amendments to the U. T. Austin Parking and Traffic Regulations for 1992-93. Those amendments have been reviewed and approved by the Office of General Counsel and the Executive Vice Chancellor for Academic Affairs and will be included in the next institutional docket for ratification by the U. T. Board of Regents. The proposed changes involving increases in existing fees require Regental approval via agenda action.

The proposed increases affect faculty and staff permits only and are the second phase of a two-phase plan initiated and approved by the U. T. Board of Regents at the April 1991 meeting. The proposed increases are necessary to generate income required to amortize revenue bonds for construction of Parking Garage No. 2 which was approved by the U. T. Board of Regents at the December 1990 meeting.

9. U. T. Austin: Recommendation for Approval of Proposed 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 Request for Authorization to Execute Agreements.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and President Cunningham that approval be given to five agreements of cooperation between U. T. Austin and the following international institutions:

- a. Ecole Polytechnique Feminine, Sceaux, France
(Pages AAC 24 - 26)
- b. Instituto Tecnologico de Durango, Mexico
(Pages AAC 27 - 30)
- c. Thammasat University, Bangkok, Thailand
(Pages AAC 31 - 46)
- d. University of Melbourne, Australia
(Pages AAC 47 - 51)
- e. University of Paris X - Nanterre, France
(Pages AAC 52 - 54).

It is further recommended that the Executive Vice Chancellor for Academic Affairs be 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.

BACKGROUND INFORMATION

The proposed agreements of cooperation are designed to promote academic, cultural and research cooperation between U. T. Austin and the other institutions. In general, the goal of each agreement is to:

- a. Establish student exchange programs for short-term or extended study
- b. Identify opportunities for exchange of faculty and research staff
- c. Develop collaborative research projects in areas of mutual interest and expertise
- d. Organize joint academic and scientific activities, such as courses, conferences, seminars, symposia or lectures
- e. Exchange publications and other materials of common interest and exchange information about academic and cultural opportunities at the cooperating institutions.

The proposed agreements have been reviewed and approved by the Office of General Counsel and are similar to other agreements of cooperation previously approved by the U. T. Board of Regents.

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 institution, 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.

Agreement of Academic and Scientific Cooperation
UT Austin/Ecole Polytechnique Feminine
Page 3 of 3

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 Kreder

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 TECNOLOGICO 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 Tecnológico de Durango ((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 Ruvalcaba Gonzalez
Director, Engineering Studies
Instituto Tecnológico 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 fulfillment 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

Name Associate Professor Noranit Setabutr

Signature

Signature Noranit Setabutr

Title

Title President

Date

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 _____ 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

**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

* 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 studying 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 studying 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 One

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.

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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: _____
D. G. Penington

TITLE: _____
Vice-Chancellor

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

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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 D. 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.

Agreement of Academic Cooperation
UT Austin/Université de Paris X
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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 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

10. U. T. Brownsville: Request for Permission for Individual 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)].--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs that approval be given for Dr. Juliet V. Garcia, President of U. T. Brownsville, to serve as a member of the Governor's Texas 2000 State Coordinating Team.

It is further recommended that the U. T. Board of Regents find that: (1) the holding of this membership by Dr. Garcia is of benefit to the State of Texas and (2) there is no conflict between Dr. Garcia's position at U. T. Brownsville and her membership on this Team.

BACKGROUND INFORMATION

Dr. Garcia has been invited by the Director of Education Policy for the Governor's Office to serve as a member of the Governor's Texas 2000 State Coordinating Team. This Team was recently established by Governor Ann Richards to work with the Texas Business and Education Coalition in helping communities develop school improvement initiatives as part of the America 2000 program. Dr. Garcia's appointment will begin immediately and she will serve without compensation.

This recommendation 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.

11. U. T. Brownsville: Recommendation to Approve Official Seal and Colors for Athletic Activities (Regents' Rules and Regulations, Part Two, Chapter I, Section 9, Subsections 9.1 and 9.2).--

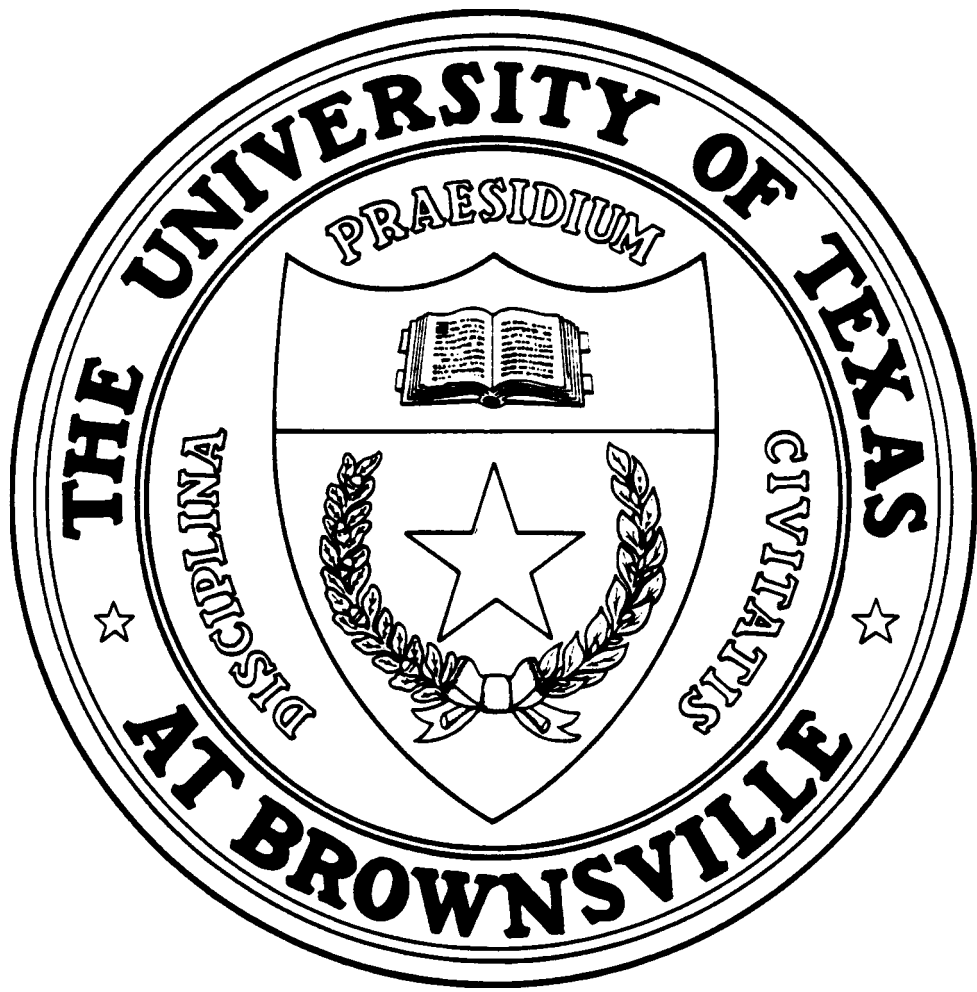
RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and President Garcia that the U. T. Board of Regents approve the adoption of an official seal for U. T. Brownsville as set out on Page AAC - 57. The design and color of the recommended seal are the same as the official U. T. System seal with the name of the component institution inscribed in the outer ring. In addition, it is requested that the U. T. Board of Regents approve the adoption of dark blue, equivalent to Pantone Marking System Number 295, as a designated color in addition to the official colors of orange and white.

This request is 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.

BACKGROUND INFORMATION

At the October 1991 meeting, the U. T. Board of Regents approved a change of name for The University of Texas - Pan American at Brownsville to The University of Texas at Brownsville as authorized by passage of Senate Bill 1050, 72nd Texas Legislature, Regular Session. The recommended action will allow U. T. Brownsville to establish its own seal. Official colors for all U. T. System component institutions are orange and white. However, adoption of a third color to be used only in connection with athletic activities is permissible. U. T. Brownsville, via the partnership with Texas Southmost College, has athletic competition in Men's Baseball and Women's Volleyball.



12. U. T. Brownsville and U. T. Pan American: Recommendation for (a) Approval of Membership in a Proposed Consortium to Establish the Hispanic Educational Satellite System; (b) Authorization for Other U. T. Academic Component Institutions to Become Members in Proposed Consortium; and (c) Approval to Execute Proposed Memorandum of Understanding and Intent.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs that:

- a. Approval be given for U. T. Brownsville and U. T. Pan American to become members of a consortium to establish the Hispanic Educational Satellite System after approval of the agreement document by the Executive Vice Chancellor for Academic Affairs
- b. Authorization be granted for 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. Each chief administrative officer be authorized, 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 AAC 60 - 62, 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.

BACKGROUND INFORMATION

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 the Hispanic Educational Satellite System (HESS) will allow participants to produce and share courses, faculty development resources, cultural exchanges and teleconferences.

U. T. Brownsville and U. T. Pan American have been involved in initial discussions related to HESS, and U. T. El Paso has indicated an interest in participation and been invited to participate. Other U. T. System academic component institutions will also be authorized to participate at a later date under the terms of this recommendation.

The proposed 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.

The proposed agreement is currently the subject of negotiation by the Office of General Counsel and representatives of Sistema Universitario de la Fundacion Educativa Ana G. Mendez, Puerto Rico (who are coordinating the consortium effort), to prevent the imposition of undue financial risk for the member institutions.

DRAFT

MEMORANDUM OF UNDERSTANDING AND INTENT

INCLUDING

Ana G. Mendes University System
Eugenio Maria de Hostos Community College
Heritage College
Laredo State University
Mississippi University for Women
New Mexico Highlands University
Roosevelt University
Seton Hall University
South Mountain Community College
The University of New Mexico
The University of Texas at Brownsville
The University of Texas - Pan American

We announce through this Memorandum of Understanding and Intent the establishment of a collaborative program to develop and operate a noncommercial educational satellite system. The principal components of this effort are listed below:

- 1) The creation of a consortium to establish, operate, program and maintain a noncommercial, educational satellite system interconnecting United States colleges and universities with substantial Hispanic populations as well as colleges and universities in Mexico, other Latin American countries and Spain to share credit and non-credit courses, teleconferences, instructors and other educational and instructional resources.
- 2) The consortium participants will collaborate in the development and operation of the network to be called the Hispanic Educational Satellite System.
- 3) The consortium participants will each appoint representatives from their institutions to participate on HESS technical, academic, financing and other councils.
- 4) The consortium participants will identify methods for funding the planning, construction, operation and maintenance of the network including seeking funding assistance from the United States Congress.
- 5) After an initial period, the consortium will incorporate as a not-for-profit corporation and will subsequently recruit other United States colleges and universities serving substantial Hispanic populations that wish to share in the satellite network, including the origination and reception of educational material and participation on HESS councils.

- 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 enrichment 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-laws 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) appropriations 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 enrich 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 administrations 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.

13. U. T. Dallas: Recommendation for Approval to Increase the Compulsory Student Union Fee Effective with the Fall Semester 1992 (Catalog Change).--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and President Rutford that the U. T. Board of Regents approve an increase in the Compulsory Student Union Fee at U. T. 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.

Upon Regental approval, the Minute Order will reflect that the next appropriate catalog published at U. T. Dallas will be amended to conform to this action.

BACKGROUND INFORMATION

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. Increased fee revenue via this proposed 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.

Section 54.531(a) of the Texas Education Code authorizes a maximum Student Union Fee of \$25.00 per student per regular semester and \$12.50 per student per summer session with required approval for increases by a majority vote of those students participating in a general election.

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 proposed 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.

Financing for the project will require U. T. Dallas to seek authorization for a \$40 maximum fee from the 73rd Legislature which will convene in January 1993. The legislation would also seek to clarify language regarding proration of summer fees.

Students have voted approval of both the proposed fee increase and the effort to gain legislative authorization to raise the maximum fee.

14. U. T. El Paso: Recommendation for Approval of a Proposed Memorandum of Agreement with the Technological Institute of Saltillo, Coahuila, Mexico, and Request for Authorization to Execute Agreement.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and President Natalicio that approval be given to the proposed memorandum of agreement set out on Pages AAC 65 - 68 between U. T. El Paso and the Technological Institute of Saltillo, Coahuila, Mexico.

It is further recommended that the Executive Vice Chancellor for Academic Affairs be authorized, on behalf of the U. T. Board of Regents, to execute the 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.

BACKGROUND INFORMATION

The proposed memorandum of agreement is designed to promote academic, cultural and research cooperation between U. T. El Paso and the institution. The goals of the agreement are:

- a. Cooperation in fields of mutual interest including, but not limited to, metallurgical research and education and 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. Development of other programs that would be mutually beneficial.

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

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 Agreements

- (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:

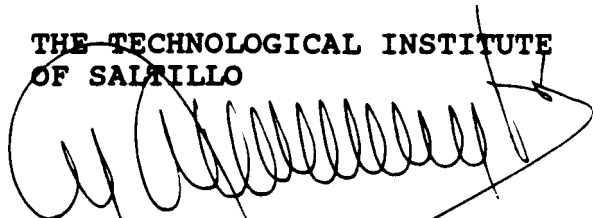
THE UNIVERSITY OF TEXAS
AT EL PASO:



Diana 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

15. U. T. San Antonio: Recommendation to Approve Changes in Parking Permit and Enforcement Fees Effective with the Fall Semester 1992 (Catalog Change).--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and President Kirkpatrick that the U. T. Board of Regents approve changes in parking permit and enforcement fees at U. T. San Antonio effective with the Fall Semester 1992 as set out below:

	<u>1991-92</u> Current <u>Fees</u>	<u>1992-93</u> Proposed <u>Fees</u>
<u>Executive Officers Permits</u>		
Class O (reserved)	\$110.00	\$144.00
<u>Faculty/Staff Permits</u>		
Class A (reserved)	82.00	96.00
Class B (faculty/staff)	42.00	50.00
Class C (motorcycles)	13.00	16.00
Class E (dual parking)	42.00	N/A
Class H (handicapped)*	42.00	50.00
Class K (mini-car)	32.00	N/A
Class P (car pool)	42.00	50.00
Class W (bicycles)	3.00	4.00
<u>Student Permits</u>		
Class C (motorcycles)	13.00	16.00
Class D (student resident)	27.00	36.00
Class F (dual parking)	27.00	36.00
Class G (general)	27.00	36.00
Class H (handicapped)*	27.00	36.00
Class M (mini-car)	20.00	26.00
Class S (car pool)	27.00	36.00
Class W (bicycles)	3.00	4.00
<u>Other</u>		
Class T (vendors, salespersons, technical representatives, other servicing personnel, and persons regularly using campus facilities)	15.00	20.00
<u>Replacement Permits</u>		
Replacement Fee	5.00	10.00
Exchange Fee	5.00	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.

	<u>1991-92</u> <u>Current</u> <u>Fees</u>	<u>1992-93</u> <u>Proposed</u> <u>Fees</u>
<u>Enforcement Fees</u>		
Class A Violations		
Student Vehicles	\$27.00	\$36.00
Faculty/Staff Vehicles	42.00	50.00
Motorcycles	13.00	16.00
Class B Violations	50.00	50.00
Class C Violations		
First Violation	10.00	15.00
Second Violation	15.00	20.00
Third Violation	20.00	25.00
Fourth and Subsequent Violations	25.00	30.00
Class D Violations		
Up to 5 Violations	5.00	10.00
Over 5 Violations	10.00	15.00

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

Upon Regental approval, the Minute Order will reflect that the next appropriate catalog published by U. T. San Antonio will be amended to conform to this action.

BACKGROUND INFORMATION

U. T. San Antonio parking permit fees were last approved in August 1991 and enforcement fees were last approved in August 1990. U. T. San Antonio has elected to discontinue Class E (dual parking) and Class K (mini-car) faculty/staff permits. The proposed rates have been reviewed by the U. T. San Antonio Parking and Traffic Committee.

The proposed 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.

Additional proposed changes in U. T. San Antonio's parking and traffic regulations to be effective with the Fall Semester 1992 will be reviewed by the Office of General Counsel and included in the August 1992 institutional docket.

ACADEMIC AFFAIRS COMMITTEE

ADDITIONAL ITEM

JUNE 11, 1992

16. U. T. Austin: Recommendation to Name Room in the Harry Ransom Humanities Research Center (Regents' Rules and Regulations, Part One, Chapter VIII, Section 1, Subsection 1.2, Naming of Facilities Other Than Buildings) (NO PUBLICITY).--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and President Cunningham that Rooms 3.304, 3.306, and 3.308 of the Harry Ransom Humanities Research Center at U. T. Austin be named the Fleur Cowles Room 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.

BACKGROUND INFORMATION

The proposed room naming 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 be used for teaching and research activities.

A related item is provided in Item 32 on Page AMC - 26a.

NO PUBLICITY

**Health Affairs
Committee**

HEALTH AFFAIRS COMMITTEE
Committee Chairman Ramirez

Date: June 11, 1992
Time: Following the meeting of the Academic Affairs
Committee
Place: The Nancy and Benno Schmidt Board Room
Lila B. Etter Alumni Center
U. T. Austin

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- INFORMATIONAL ITEM
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1. U. T. System: Proposed Change in Limits of Liability of The University of Texas System Plan for Professional Medical Liability Self-Insurance Effective September 1, 1992.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Health Affairs and the Office of General Counsel that effective September 1, 1992, the premium rate for The University of Texas System Plan for Professional Medical Liability Self-Insurance be increased by 9% and that Article VI of the Plan be 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
- d. Deleting the Supplementary Limits of Liability Endorsement.

With these amendments, the Limits of Liability Schedule is set forth below in congressional style:

Limits of Liability Schedule:

Staff Physician	[\$400,000]	<u>500,000</u> per claim
	[\$1,200,000]	<u>1,500,000</u> 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	[\$15,000,000]	<u>20,000,000</u>

[SUPPLEMENTARY LIMITS OF LIABILITY ENDORSEMENT]

~~Provided that sufficient funds are available in the "Special Reserve Fund" of a U. T. System health component, the limits of liability for each claim under Article VI of the Plan are increased by \$500,000, effective on the dates indicated, for medical doctors, oral surgeons, doctors of osteopathy, and podiatrists appointed to the faculty or staff of the following U. T. System health components:~~

~~U. T. Health Science Center - Houston
Effective April 1, 1979~~

~~U. T. M.D. Anderson Cancer Center -
Effective April 1, 1979~~

~~U. T. Medical Branch - Galveston -
Effective October 11, 1983~~

~~U. T. Southwestern Medical Center - Dallas
Effective March 22, 1984~~

~~U. T. Health Science Center - San Antonio
Effective June 29, 1984~~

~~The "aggregate per participant" and the "annual aggregate" for staff physicians under Article VI of the Plan are each increased by \$1,000,000 for each "annual period" provided that sufficient funds are available in the "Special Reserve Fund" of the participating U. T. System health components. In the event that any "Special Reserve Fund" is exhausted or is insufficient to satisfy the increased limits payable from such Fund, no contractual liability exists under the Plan for payment of claims or judgments in excess of the basic Plan coverage.]~~

BACKGROUND INFORMATION

Pursuant to the authority of Chapter 59 of the Texas Education Code, the U. T. Board of Regents adopted the Professional Medical Liability Self-Insurance Plan to provide coverage for certain medical staff and medical students of the U. T. System. The Plan went into effect on April 1, 1977. The Plan is funded by the payment of premiums from the Medical Services, Research and Development Plans (MSRDP) of the component health institutions of the U. T. System.

The initial limit of liability for staff physicians in 1977 was \$200,000 per claim, with an aggregate per participant of \$600,000. In 1979, the limit of liability for staff physicians was increased to \$400,000 per claim, and the aggregate per participant was increased to \$1,200,000. An increase in the limit of liability for staff physicians to \$500,000 per claim, with an increase in the aggregate per participant to \$1,500,000, is necessary because of the continuing increase in state and national medical liability awards.

The "Supplementary Limits of Liability Endorsement," added to the Plan in 1979, authorized U. T. System health components to transfer one million dollars into "Special Reserve Funds" to be used to pay an additional \$500,000 per claim over and above a staff physician's basic \$400,000 per claim Plan coverage. An annual aggregate, or limit of \$1,000,000, was placed on each Special Reserve Fund, and health components were under no obligation to replenish depleted Special Reserve Funds. From 1979 to 1984, five health components established Special Reserve Funds. Due to the confusion caused by the limitations placed upon each health component's Special Reserve Fund, the Plan's Medical Liability Advisory Committee and the Council of Health Institutions concur with the recommendation of the Office of General Counsel and Office of Health Affairs to delete the Special Reserve Funds.

Actuaries retained by the Plan project a 9% premium increase will be necessary to enhance basic staff physician coverage from \$400,000 to \$500,000 on September 1, 1992. This increase 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.

The actuarial review for the last fiscal year reports that the Plan is fully funded and that a premium increase will not be needed if staff physician coverage remains the same. The Plan's operating expenses were helped by the recent passage of legislation which requires the State of Texas to indemnify the Plan for settlements or judgments against U. T. System physicians arising out of charity care, which includes Medicare, Medicaid, at cost and discounted care.

The Annual Aggregate is the total amount of money that the Plan is authorized to pay out in any one Plan year in order to protect Plan reserves. The Annual Aggregate in 1977 was \$2,000,000. It was increased to \$4,000,000 in 1979, \$10,000,000 in 1981 and \$15,000,000 in 1989. Increasing the Annual Aggregate to \$20,000,000 will not jeopardize Plan assets and will be sufficient to pay anticipated settlements and judgments.

2. U. T. Southwestern Medical Center - Dallas: Proposed Appointment to the Dallas Rehabilitation Institute Distinguished Chair in Orthopaedic Rehabilitation Effective Immediately.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Health Affairs and President Wildenthal that Frank A. Gottschalk, M.D., be appointed as initial holder of the Dallas Rehabilitation Institute Distinguished Chair in Orthopaedic Rehabilitation at the U. T. Southwestern Medical Center - Dallas effective immediately.

BACKGROUND INFORMATION

Dr. Gottschalk joined the faculty at the U. T. Southwestern Medical School - Dallas in 1984 and currently is Associate Professor of Orthopaedic Surgery. In addition, he has served as Chief of the Hip and Knee Clinic at Parkland Hospital, Chief of the Amputee Service at the Dallas Rehabilitation Institute, and head of the STAMP (Special Teams for Amputation, Mobility, and Prosthetics) program at the Veterans Administration Hospital.

The Dallas Rehabilitation Institute Distinguished Chair in Orthopaedic Rehabilitation was established by the U. T. Board of Regents at the August 1991 meeting.

3. U. T. Medical Branch - Galveston: Recommendation to Accept Gift from Mr. and Mrs. Joseph D. Jamail, Houston, Texas, Toward the Construction Cost of a Student Center.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Health Affairs and President James that the U. T. Board of Regents accept a \$2 million gift from Mr. and Mrs. Joseph D. Jamail, Houston, Texas, toward the construction cost of a Student Center at the U. T. Medical Branch - Galveston.

BACKGROUND INFORMATION

Mr. and Mrs. Jamail recently announced a \$2 million gift to the U. T. Medical Branch - Galveston to be applied toward the construction cost of a Student Center. 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: Request for Approval to Apply for a National Institutes of Health Grant Under the Extramural Research Facilities Construction Projects Program.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Health Affairs and President James that the U. T. Medical Branch - Galveston be authorized 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, will be the principal investigator and authorized representative to administer the grant.

BACKGROUND INFORMATION

The main objective of this federal grant program is 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 proposed project will involve the development and upgrading of facilities currently owned by U. T. Medical Branch - Galveston required to support research studies in Structural Biology. The project 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 proposed construction will directly meet several national needs for biomedical research, including fundamental and applied studies on AIDS, cancer and cardiovascular disease. 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. 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.

The proposed construction 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 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: Proposed Appointment to the Cecil M. Crigler, M.D. Chair in Urology Effective Immediately.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Health Affairs and President Low that Joseph N. Corriere, Jr., M.D., be appointed as initial holder of the Cecil M. Crigler, M.D. Chair in Urology at the U. T. Health Science Center - Houston effective immediately.

BACKGROUND INFORMATION

Dr. Corriere joined the faculty at the U. T. Health Science Center - Houston in 1974 as Professor of Surgery (Urology) and Director of the Division of Urology. He is an active participant in teaching, research, patient care, and community service activities.

The Cecil M. Crigler, M.D. Chair in Urology was established by the U. T. Board of Regents at the October 1991 meeting.

6. U. T. Health Science Center - San Antonio: Request for Authorization to Establish M.S. and Ph.D. Degrees in Molecular Medicine and to Submit the Proposed Degree Programs to the Coordinating Board for Approval (Catalog Change).--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Health Affairs and President Howe that authorization be granted to establish M.S. and Ph.D. degrees in Molecular Medicine at the U. T. Health Science Center - San Antonio and to submit the proposal for action by the Texas Higher Education Coordinating Board. In addition to approval of the degree programs, the Coordinating Board will be asked to change the U. T. Health Science Center - San Antonio Table of Programs to reflect authorization for the proposed degree programs. The proposed 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.

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.

BACKGROUND INFORMATION

Program Description

The proposed 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 proposed programs are designed to utilize the scientific interaction and cooperation between the basic and clinical scientists. 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. New courses required for these programs will utilize the expertise of 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. The Molecular Medicine programs will integrate the existing disciplines and focus on the study of specific disease processes which have manifestations at the

level of the genome, such as cancer of the retina, breast, colon, lung and stomach, leukemia, human aging, and kidney failure in association with diabetes. Because both basic and clinical scientists will participate in the training of each student, the new scholars will be uniquely trained in the sciences of cellular and molecular medicine. The graduates will be uniquely qualified to bring the powerful tools of gene-level biomedical research into close collaboration with their clinical counterparts.

The proposed 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 Institute of Biotechnology. Administrative responsibility will be held by the Graduate School of Biomedical Sciences through the Graduate Faculty Council and the Committee on Graduate Studies for Molecular Medicine.

Need

There are no identical programs in the state or nation. Harvard University's Division of Medical Sciences is planning a Biomedical Scientists Training Program, which will link basic biology with applications to human diseases. The concept of Molecular Medicine is at the forefront in innovative graduate programs in the basic medical sciences.

There is an increasing demand for graduates with experience in Molecular Biology. Three of ten areas, listed in an article published in Science in 1991, that will be in greatest demand in the late 1990s and early 2000s include molecular biology, genetics, and cellular differentiation and development -- the focus of these degree programs. The Graduate School anticipates admitting ten students each year and having approximately 50 students enrolled at any one time.

Quality

The educational and scientific direction of the M.S. and Ph.D. programs in Molecular Medicine will be guided by an Advisory Committee composed of the Director of the Institute of Biotechnology; the Associate Dean of the Graduate School of Biomedical Sciences; the chairs of the Departments of Biochemistry, Cellular and Structural Biology, Microbiology, Pathology, and Medicine at the U. T. Health Science Center - San Antonio; the Director of the Drug Development Institute at the Cancer Therapy and Research Center, San Antonio, Texas; and the Chair of Molecular Pathology at the U. T. M.D. Anderson Cancer Center. Faculty who will supervise the dissertation are qualified and experienced at the doctoral level. 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.

Cost

The proposed programs 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.

Summary

U. T. Health Science Center - San Antonio proposes to establish M.S. and Ph.D. programs in Molecular Medicine. The programs will help meet the need and demand for scientists in the 1990s and 2000s for individuals trained at the M.S. and Ph.D. levels to teach and conduct research in Molecular Medicine. They will also provide individuals to conduct research in the private biotechnology industry. Because the programs utilize the strengths of existing faculty and the expertise of the new faculty at the Institute of Biotechnology, no additional library materials, equipment, facilities or faculty will be required.

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

7. U. T. Health Science Center - San Antonio: Request for Authorization to Establish a Bachelor of Science Degree with a Major in Physician Assistant Studies and to Submit the Proposed Degree Program to the Texas Higher Education Coordinating Board for Approval (Catalog Change).--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Health Affairs and President Howe that authorization be granted to establish a Bachelor of Science (B.S.) degree with a major in Physician Assistant Studies at the U. T. Health Science Center - 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 change the U. T. Health Science Center - San Antonio Table of Program to reflect authorization for the proposed degree program. The proposed 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 the citizens in San Antonio and South Texas. A description of the degree program is set forth in the Background Information of this agenda item.

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.

BACKGROUND INFORMATION

Program Description

The proposed 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 Academy of Health Sciences, United States Army, has been conducting a Physician Assistant program since 1973, except during the period from 1980-1983 when it was temporarily suspended. The accreditation of the educational program was reaffirmed by the Committee on Allied Health Education and Accreditation (CAHEA) for five years in May 1990. Since 1986, the B.S. degree, with a major in Physician Assistant Studies, has been awarded by the University of Oklahoma. Under the proposed cooperative agreement, the contract with the University of Oklahoma will be allowed to expire and the U. T. Health Science Center - San Antonio will become the degree granting institution effective with the class entering in January 1993. The Academy of Health Sciences, United States Army, will provide the teaching facilities, with limited instructional support coming from the U. T. Health Science Center - San Antonio. The Health Science Center will provide academic supervision to insure the quality of the program, full registrar services, limited instructional support, and will award the degree to all graduates, both military and civilian. In return for these services, the Academy of Health Sciences has agreed to accept up to 20 civilian students into the program annually. These 20 civilian students will be selected by the U. T. Allied Health Sciences School - San Antonio and will pay full tuition to the Health Science Center. One hundred military students will be enrolled each year. The military students will be required to meet the admission standards of the School of Allied Health Sciences, 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.

The program objective is to educate Physician Assistants to work under the direct supervision of a physician in a primary care environment.

Need

Within The University of Texas System, baccalaureate level Physician Assistant programs are offered by the U. T. Medical Branch - Galveston and the U. T. Southwestern Medical Center - Dallas. The Center for Allied Health Studies, Baylor College of Medicine, Houston, Texas, offers a Physician Assistant program at the Master's degree level. There are presently no programs provided in San Antonio and South Texas.

Currently, there are approximately 1,000 civilian Physician Assistants employed throughout the State of Texas. Based on the number of inquiries from San Antonio and South Texas physicians about how to obtain the services of a Physician Assistant, it is believed that the proposed program could have a positive impact on the severe shortage of primary care medical services throughout South Texas.

Quality

Only highly motivated students will commit to this rigorous program. Graduates of the existing program consistently score higher on the national licensure exam than graduates of any program in the United States. The faculty of the Academy of Health Sciences who teach in this program are primary care physicians, Ph.D.s in the basic sciences, and other Physician Assistants.

Cost

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 U. T. Health Science Center - San Antonio will provide limited support in two or three specialized areas. The program will require one-fourth time of one physician faculty member. The Registrar's Office and the Dean's Office will require one-half time each additional administrative and clerical support. The total additional annual cost for the program is approximately \$55,000.

Summary

The U. T. Health Science Center - San Antonio proposes to receive authority to grant the B.S. degree with a major in Physician Assistant Studies. This authority will allow the Health Science Center to enter into a cooperative agreement with the Academy of Health Sciences, United States Army. Under the agreement, the U. T. Health Science Center - San Antonio will provide academic oversight of the Physician Assistant program, provide registrar services for all military and civilian students, provide limited instructional support in one or two specialty areas, and award a B.S. degree to all military students who successfully complete program requirements. It is anticipated the Academy of Health Services, United States Army, will enroll 20 civilian students annually (10 in each of two classes). The civilian students will be admitted to the U. T. Health Science Center - San Antonio and will pay tuition to the Health Science Center. Additional clerical support in the Registrar's Office and Dean's Office and one-fourth salary for a physician faculty member to provide academic oversight will require \$55,000.

8. U. T. Health Science Center - San Antonio: Request for Permission for Individuals to Serve on the (1) Texas Board of Licensure for Professional Medical Physicists, (2) Texas Youth Commission, and (3) 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)].--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Health Affairs and President Howe that approval be given for the following faculty members at the U. T. Health Science Center - San Antonio to serve as indicated:

- a. Ralph Blumhardt, M.D., Professor of Radiology, and Wayne A. Wiatrowski, Ph.D., Associate Professor of Radiology, on the Texas Board of Licensure for Professional Medical Physicists
- 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
- 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.

It is further recommended that the U. T. Board of Regents find that: (1) the holding of these positions by these individuals is of benefit to the State of Texas and (2) there is no conflict between their positions at the U. T. Health Science Center - San Antonio and service in these capacities.

BACKGROUND INFORMATION

The Texas Board of Licensure for Professional Medical Physicists is charged with regulating the practice of Medical Physicists in the State of Texas which includes the examination and approval for licensure of applicants. Dr. Blumhardt and Dr. Wiatrowski have been appointed to terms which expire February 1, 1995. They will receive no compensation for their service on this Board.

The Texas Youth Commission is charged with the responsibility for the care, rehabilitation, and control of young people adjudicated delinquent by juvenile courts and committed to the agency. Dr. Lawrence has been appointed to a six-year term effective January 14, 1992, and will receive no compensation for this appointment.

The Vaccines and Related Biological Products Advisory Committee of the Food and Drug Administration reviews and evaluates available data concerning the safety, effectiveness, and appropriate use of vaccines and related biological products

intended for use in the diagnosis, prevention, or treatment of human diseases, and as required, any other product for which the Food and Drug Administration has regulatory responsibility, and makes appropriate recommendations to the Commissioner of Food and Drugs. Dr. Sumaya has been appointed to a term ending January 31, 1995. He will receive no compensation for this appointment.

These recommendations 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: Recommendation to Approve Changes in Parking Permits and Enforcement Fees Effective August 1, 1992 (Catalog Change).--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Health Affairs and President Howe that the U. T. Board of Regents approve changes in parking permits and enforcement fees at the U. T. Health Science Center - San Antonio effective August 1, 1992, as set out below:

	<u>1991-92</u> <u>Current</u> <u>Fees</u>	<u>1992-93</u> <u>Proposed</u> <u>Fees</u>
<u>Executive Officers Permits</u>		
Class A (administration)	\$72.00	\$180.00
<u>Faculty/Staff Permits</u>		
Class B (faculty/staff)	48.00	90.00
Class C (classified staff)	24.00	45.00
Class E (motorcycles)	5.00	36.00
Class I (car pool)	24.00	36.00
Class P (bicycle)	-0-	5.00
<u>Student Permits</u>		
Class D (students)	12.00	36.00
Class E (motorcycle)	5.00	36.00
Class I (car pool)	24.00	36.00
Class P (bicycle)	-0-	5.00

	<u>1991-92 Current Fees</u>	<u>1992-93 Proposed Fees</u>
<u>Other</u>		
Class F (vendors, salesmen and servicing personnel)	\$ 5.00	\$120.00
Class T (temporary)	1.00	3.00/day
Class V (visitor/continuing education)	-0-	.25 per hour not to exceed 3.00/day
<u>Enforcement Fees</u>		
Class A (no permit)	25.00	cost of permit
Class B (improper permit)	25.00	50.00
Class C (traffic violation)		
first violation	10.00	15.00
second violation	10.00	20.00
third violation	10.00	25.00
fourth and subsequent violations	10.00	30.00
Class D (improper parking)		
first violation	15.00	10.00
second violation	15.00	15.00
third violation	15.00	20.00
fourth violation	15.00	25.00
fifth violation	15.00	30.00
Late payment fee	5.00 per citation	5.00 for each ten days late for the first 30 days-- 5.00 for each 30 days thereafter

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

Upon Regental approval, the Minute Order will reflect that the next appropriate catalog published at the U. T. Health Science Center - San Antonio will conform to this action.

BACKGROUND INFORMATION

U. T. Health Science Center - San Antonio parking permit fees and traffic enforcement fees were last approved in April 1977. The proposed 1992-93 increases are necessary to deter parking violations and to help finance a future parking garage.

Proposed changes in the U. T. Health Science Center - San Antonio's parking and traffic regulations (in the new "model" format) to be effective August 1, 1992, were reviewed and approved by the Office of Health Affairs and will be included in the August 1992 institutional docket.

10. U. T. M.D. Anderson Cancer Center: Proposed Appointment to The Felix Haas Professorship in Basic Science Effective June 1, 1992.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Health Affairs and President LeMaistre that Barry D. Shur, Ph.D., be appointed as initial holder of The Felix Haas Professorship in Basic Science at the U. T. M.D. Anderson Cancer Center effective June 1, 1992.

BACKGROUND INFORMATION

Dr. Shur, Professor of Biochemistry and Molecular Biology at the U. T. M.D. Anderson Cancer Center, joined the faculty in 1984. He is recognized as one of the leading authorities in cell-cell interactions. He is also noted as an outstanding teacher, having received the John P. McGovern Outstanding Teacher of the Year Award in 1988, the Dean's Teaching Excellence Award in 1989-90, and the Outstanding Faculty Award in 1989, as a result of his faculty appointment at The University of Texas Graduate School of Biomedical Sciences at Houston.

The Felix Haas Professorship in Basic Science was established by the U. T. Board of Regents at the August 1990 meeting.

11. U. T. M.D. Anderson Cancer Center: Request for Permission for Individuals to Serve on the (1) Texas Cancer Council, (2) Texas Board of Licensure for Professional Medical Physicists, (3) State Board of Physical Therapy Examiners, and (4) 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)].--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Health Affairs and President LeMaistre that approval be given for the following faculty members at the U. T. M.D. Anderson Cancer Center to serve as indicated:

- a. J. Taylor Wharton, M.D., Chairman, Gynecology Department, Division of Surgery, on the Texas Cancer Council
- b. Lester J. Peters, M.D., Professor and Head of the Division of Radiotherapy, on the Texas Board of Licensure for Professional Medical Physicists
- c. Barbara B. Shell, Director of Rehabilitation Medicine Services, on the State Board of Physical Therapy Examiners
- d. S. Eva Singletary, M.D., Chief, Breast Surgical Section, on the President's Cancer Panel Special Commission on Breast Cancer.

It is further recommended that the U. T. Board of Regents find that: (1) the holding of these positions by these individuals is of benefit to the State of Texas and (2) there is no conflict between their positions at the U. T. M.D. Anderson Cancer - Center and service in the capacities state above.

BACKGROUND INFORMATION

The Texas Cancer Council is a State agency organized to coordinate and direct the public and private efforts in the war against cancer. Dr. Wharton has been appointed to a term which will expire on February 1, 1998, and will receive no remuneration for his service on this Council.

The Texas Board of Licensure for Professional Medical Physicists is charged with regulating the practice of Medical Physicists in the State of Texas which includes the examining and approval for licensure of applicants. Dr. Peters has been appointed to a term which will expire on February 1, 1997, and will receive no remuneration for this appointment.

The State Board of Physical Therapy Examiners is charged with regulating the practice of physical therapy in the State of Texas including the examination and approval of applications for licensure. Ms. Shell has been appointed for a term to expire on January 31, 1997, and will receive no remuneration for her service.

The President's Cancer Panel Special Commission on Breast Cancer was established at the request of Vice President Dan Quayle to advise him on the state of breast cancer research, detection and treatment and to make recommendations for improvements in those areas. Dr. Singletary's appointment to this fifteen member panel is for a term of approximately two years which will expire on February 26, 1994. She will receive an honorarium in the amount of \$150 per day while attending meetings and will be reimbursed for travel expenses incurred.

These recommendations 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.

INFORMATIONAL ITEM

U. T. El Paso, U. T. Medical Branch - Galveston, and U. T. Health Science Center - Houston: Report on Development of Satellite Academic Programs.--

REPORT

The Executive Vice Chancellor for Health Affairs and the Executive Vice Chancellor for Academic Affairs report that the U. T. Allied Health Sciences School - Galveston and the U. T. School of Public Health - Houston have submitted requests for Texas Higher Education Coordinating Board approval to offer the following satellite academic 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 MPH offerings from the U. T. School of Public Health - Houston will begin with the Fall Semester 1992 and instruction will take place 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 MPH 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 MPT/BSOT offerings from 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 main 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 State Anatomical Review Board. Approval is anticipated at their May 1992 meeting. 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 of 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.

Fac. Plan. &
Const. Com.

FACILITIES PLANNING AND CONSTRUCTION COMMITTEE
Committee Chairman Moncrief

Date: June 11, 1992

Time: Following the meeting of the Health Affairs
Committee

Place: The Nancy and Benno Schmidt Board Room
Lila B. Etter Alumni Center
U. T. Austin

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2. U. T. Austin - McDonald Observatory - Spectroscopic Survey Telescope: Request for Project Authorization; Employment of a Project Manager to Oversee Technical Design and Cost Estimates; and Appropriation Therefor	4
3. U. T. Austin - Student Health Center (Project No. 102-767): Request to Expand Project Scope to Include Student Services Facility; Authorization for Project Architect to Prepare Preliminary Plans; and Appropriation Therefor	6
4. U. T. Pan American - Engineering Building: Request for Appointment of Project Architect to Prepare a Project Analysis and Conceptual Design and Appropriation Therefor	8
5. U. T. Southwestern Medical Center - Dallas - Research Building - Phase II North Campus Expansion (Project No. 303-755): Presentation of Preliminary Plans; Authorization to Prepare Final Plans for Staged Construction; Authorization to Advertise for Bids and for the Executive Committee to Award Contracts for First Stage; and Appropriation Therefor	10

6. U. T. Medical Branch - Galveston - Remodeling of John Sealy Hospital (Old Building) - Remodeling of R. Waverley Smith Pavilion - Phase II: Request for Project Authorization; Appointment of Project Architect for Preparation of Final Plans; Authorization to Advertise for Bids and Executive Committee to Award Contracts; and Appropriation Therefor 12
7. U. T. M.D. Anderson Cancer Center - Bertner Complex (Project No. 703-772) and Clinical Services Facility (Project No. 703-773): Presentation of Preliminary Plans; Authorization to Submit Project to Coordinating Board; Authorization to Prepare Final Plans; and Additional Appropriation Therefor 13
8. U. T. M.D. Anderson Cancer Center - Phase I Renovation of Gimbel and Anderson Center Core - Dock and Service Corridor Improvements: Request for Project Authorization; Appointment of Project Architect to Prepare Preliminary Plans for Dock and Service Corridor Improvements; and Appropriation Therefor 16

1. U. T. Austin - Air-Conditioning of Andrews, Brackenridge, Carothers, Littlefield, Prather, and Roberts Dormitories: Request for Authorization for Phase II; Appointment of Project Engineer; Authorization to Submit Project to Coordinating Board; Authorization for U. T. Austin Administration to Manage Project and Award Contracts; and Appropriation Therefor.--

RECOMMENDATION

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

- a. Authorize Phase II of a project to air-condition the remaining three nonair-conditioned residence halls, Andrews, Brackenridge, and Roberts Dormitories at U. T. Austin at an estimated total project cost of \$3,075,000
- b. Appoint Energy Engineering Associates, Inc., Austin, Texas, as Project Engineer to prepare final plans and specifications
- c. Authorize submission of the project to the Texas Higher Education Coordinating Board
- d. Authorize U. T. Austin Administration to manage the project in consultation with the Office of Facilities Planning and Construction
- e. Upon completion of final review and approval by the Coordinating Board, authorize U. T. Austin to advertise for bids and award all contracts and complete all work
- f. Appropriate \$3,075,000 from Housing and Food Service Reserves for total funding of the Phase II project.

This item requires the concurrence of the Academic Affairs Committee.

BACKGROUND INFORMATION

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.

The rental rates for the Phase I facilities were adjusted prior to the start of the 1991 Fall Semester to coincide with the rates for other existing air-conditioned residence halls on campus. All three residence halls were fully occupied during the Fall of 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. This was a decrease from previous years as shown below:

<u>Year</u>	<u>Male</u>	<u>Female</u>	<u>Total</u>
1989	57	43	100
1990	45	33	78
1991	31	18	49
1992	21	12	33

Based on the above experience and a survey of current residents, the demand for the Fall of 1993 is expected to be smaller than for 1992.

Accordingly, it is recommended that the U. T. Board of Regents authorize Phase II of the project to complete the air-conditioning of Andrews, Brackenridge, and Roberts Dormitories during the Summer of 1993. It is also recommended that the same firm, Energy Engineering Associates, Inc., be appointed to complete the project due to its familiarity with the buildings and the campus utility and energy management systems. 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: Request for Project Authorization; Employment of a Project Manager to Oversee Technical Design and Cost Estimates; and Appropriation Therefor.--

RECOMMENDATION

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

- a. Authorize a project for a Spectroscopic Survey Telescope for U. T. Austin - McDonald Observatory at an estimated total project cost of \$10,000,000

- b. Authorize 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. Appropriate \$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 for a total of \$1,100,000 to fund this phase of technical design.

BACKGROUND INFORMATION

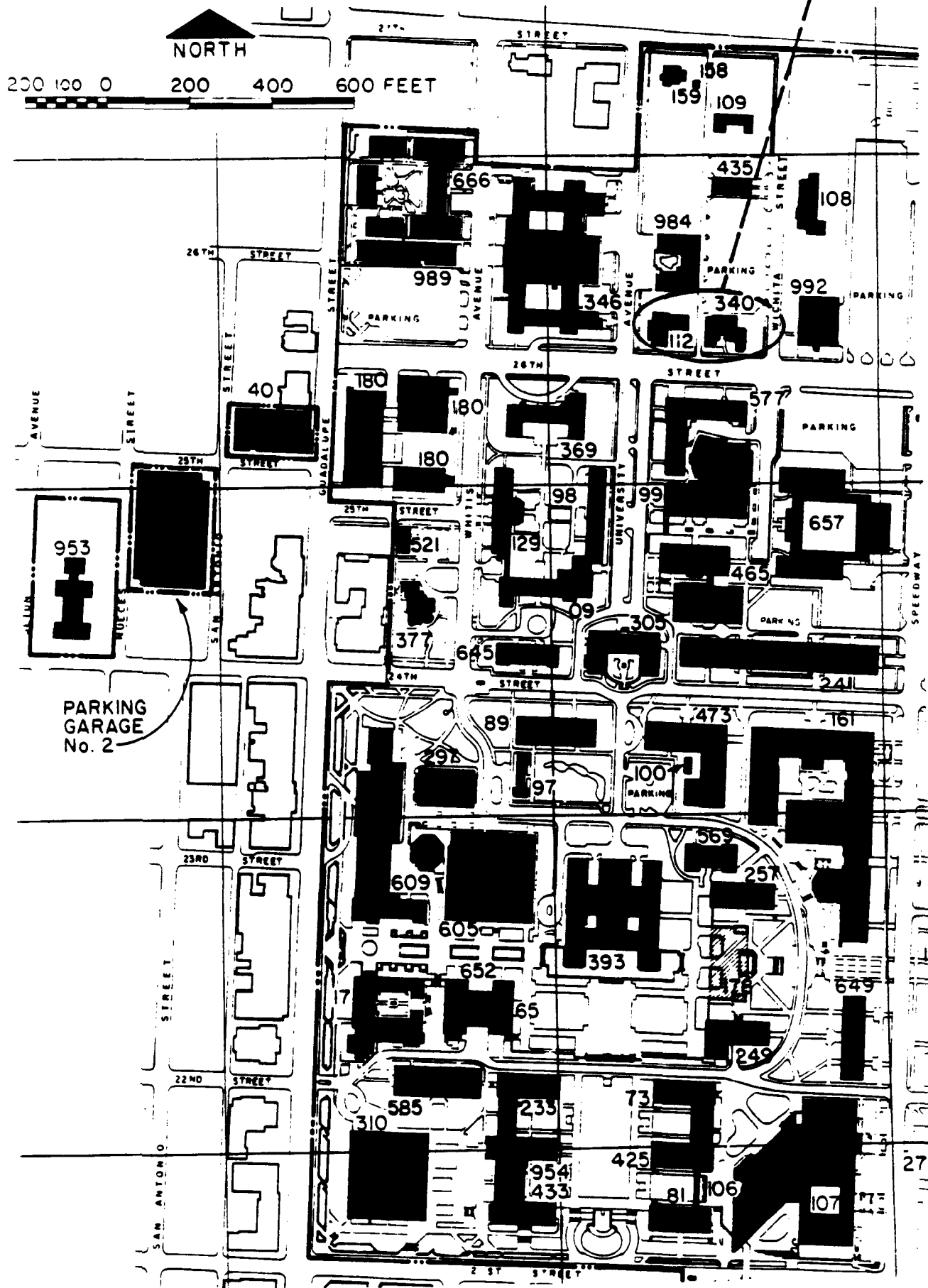
A Spectroscopic Survey Telescope (SST) to be located at the U. T. Austin McDonald Observatory is listed in the FY 1991 Capital Improvement Plan and FY 1992 Capital Budget. In February 1988, the U. T. Board of Regents approved a private fund development campaign for the construction and operation of the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

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 provided its report and assessment of the technical design and recommendations for management of the SST project in January 1992.

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.

STUDENT HEALTH CENTER & STUDENT SERVICES FACILITY



U.T. AUSTIN (MAIN CAMPUS - NORTHWEST QUADRANT)

09 ANDREWS DORMITORY	112 2601 UNIVERSITY AVE.	340 INTERNATIONAL CENTER	609 UNION BUILDING
17 GOLDSMITH HALL	129 CAROTHERS DORMITORY	346 KINSOLVING DORMITORY	645 GEOGRAPHY BUILDING
40 WALTER WEBB HALL	158 ANNEX	369 LITTLEFIELD DORMITORY	649 WAGGENER HALL
65 BATTLE HALL	159 HUMAN RESOURCES CTR.	377 LITTLEFIELD HOME	652 WEST MALL OFFICE BLDG.
73 BATTS HALL	161 ROBERT A. WELCH HALL	393 MAIN BUILDING	657 ANNA HISS GYMNASIUM
81 BENEDICT HALL	178 COMPUTATION CENTER	425 MEZES HALL	666 WOMEN'S CO-OP BLDGS.
89 BIOLOGICAL LABS	180 JESSE H. JONES COMMUNICATION CTR.	433 MUSIC BUILDING	953 WOOLDRIDGE HALL
97 BIOLOGY GREENHOUSE	233 PARLIN HALL	435 BRIDGEWAY-2616 WICHITA	954 CALHOUN HALL
98 BLANTON DORMITORY	241 EXPERIMENTAL SCIENCE	465 PHARMACY BUILDING	984 SOCIAL WORK BLDG.
99 BURDINE HALL	249 GARRISON HALL	473 T.S. PAINTER HALL	989 2608 WHITIS
100 BOTANY GREENHOUSES	257 WILL C. HOGG BLDG.	521 LITTLEFIELD CARRIAGE	992 CHILDREN'S RESEARCH LAB
106 GRAD. SCHOOL OF BUS.	297 HOGG MEMORIAL AUDIT.	569 GEBAUER STUDENT SVCS.	
107 COLLEGE OF BUS. ADMIN.	305 MARY E. GEARING HALL	577 STUDENT HEALTH CENTER	
108 PERSONNEL BUILDING	310 HARRY RANSOM CENTER	585 SUTTON HALL	
109 WICHITA OFFICE BLDG.		605 FLAWN ACADEMIC BLDG.	

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. The funding source for U. T. Austin's share of this work will be the Special Item appropriation for the Center for Advanced Studies in Astronomy.

3. U. T. Austin - Student Health Center (Project No. 102-767): Request to Expand Project Scope to Include Student Services Facility; Authorization for Project Architect to Prepare Preliminary Plans; and Appropriation Therefor.--

RECOMMENDATION

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

- a. Authorize an expansion of scope for the Student Health Center at U. T. 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. Authorize 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. Appropriate \$275,000 from Auxiliary Enterprise Balances for fees and administrative expenses through the completion of preliminary plans. Previous appropriations have been \$275,000 from the same source. When revenue bonds are sold, the \$550,000 appropriation is to be refunded.

This item requires the concurrence of the Academic Affairs Committee.

BACKGROUND INFORMATION

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. The firm of Cox/Croslin and Associates, Austin, Texas, was appointed as Project Architect to prepare preliminary plans. 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. The funding source for this project is a combination of \$7,000,000 from revenue bonds financed by the Student Health Services Building fee, \$1,215,000 from the Health Center's Maintenance and Equipment Reserve Fund, and \$3,401,000 from General Fee Balances.

In addition, a proposed 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 proposed Student Services Building. A number of meetings were held with a broad group of student leaders to bring the plans within the expected budget. 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 Student Services Facility is included in the FY 1991 Capital Improvement Plan and is proposed in the FY 1993 Capital Budget at \$12,680,000 total project cost, including interim interest.

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.

4. U. T. Pan American - Engineering Building: Request for Appointment of Project Architect to Prepare a Project Analysis and Conceptual Design and Appropriation Therefor.--

RECOMMENDATION

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

- a. Appoint a 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. Appropriate \$50,000 from General Use Fees for fees and expenses through completion of the project analysis and conceptual design.

BACKGROUND INFORMATION

In June 1991, the U. T. Board of Regents adopted a Capital Improvement Plan which included an Engineering Building at U. T. 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. The academic program proposal has been submitted to and approved by the Texas Higher Education Coordinating Board. U. T. Pan American projects a first-year enrollment of approximately 385 students, with growth to 1600 or more students by the end of ten years.

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 support of the fund raising efforts, it is recommended that a Project Architect be appointed to do a project analysis and conceptual design and cost estimate for the Engineering Building which will be presented to the U. T. Board of Regents at a future meeting.

List of Firms for Consideration

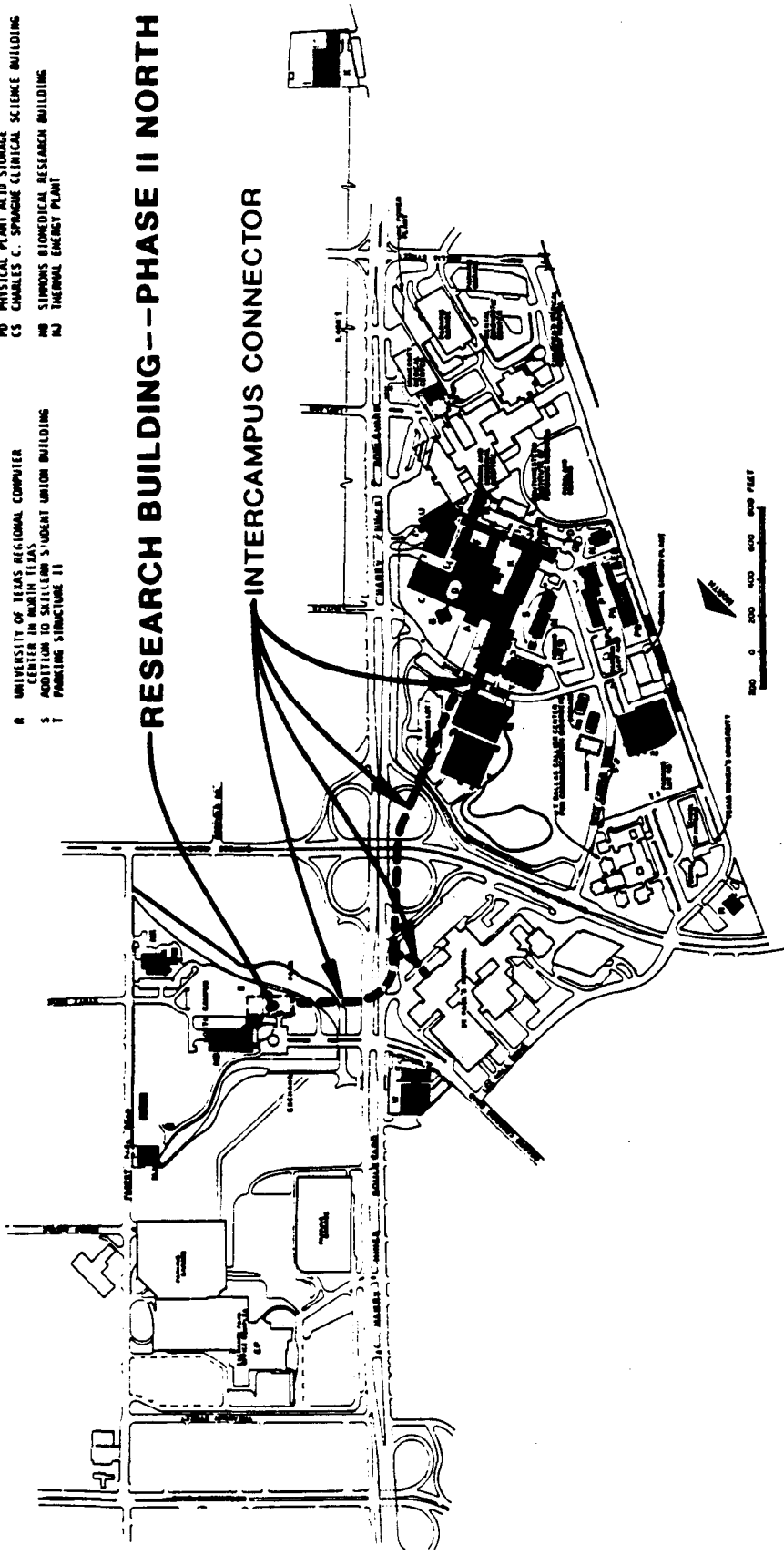
<u>Project Architect</u>	<u>Representative Projects</u>
JonesKell, San Antonio, Texas	U. T. San Antonio: Engineering/Biotechnology Building U. T. Health Science Center - San Antonio: Institute of Biotechnology U. T. San Antonio: Phase I and Phase II Buildings* U. T. Health Science Center - San Antonio: Medical/Dental/ Nursing - various buildings* U. T. Austin: Perry Castaneda Library Trinity University: Master Plan and various buildings* Prairie View A&M University: Library Texas A&M University: Medical Sciences Library; Veterinary Medicine Complex
* As part of Joint Venture and while organized as Bartlett Cocke & Associates	
Page Southerland Page Houston, Texas	U. T. Medical Branch - Galveston: numerous remodeling projects for the Old John Sealy Hospital over a 15-year period U. T. Medical Branch - Galveston: Ambulatory Care Center U. T. Austin: Engineering Teaching Center Scott & White Hospital, Temple, TX: various Additions and Renovations Willford Hall Medical Center - Lackland Air Force Base Valley Baptist Medical Center - Harlingen, TX
Phelps/Garza/Bomberger San Antonio, Texas	U. T. Health Science Center - San Antonio: School of Nursing; Basic Science Building Fifth Level; Allied Health Labs Texas State Aquarium, Corpus Christi, TX

BUILDING INDEX

- A ENTRY PAVILION
- B EUGENE McDERMOTT ACADEMIC ADMINISTRATION BUILDING
- C TOM & LINA GOUGH AUDITORIUM & CAFETERIA BUILDING
- D EUGENE McDERMOTT PLAZA BUILDING
- E FRED F. STEINER BIOINFORMATICS CENTER
- F EDWARD W. GARY BASIC SCIENCE BUILDING
- G KARL HORNIZELLE CLINICAL SCIENCE BUILDING
- H DAN DAMMEGER RESEARCH BUILDING
- J HARRY S. MOSS CLINICAL SCIENCE BUILDING
- K PHILIP R. JOHNSON BASIC SCIENCE RESEARCH BUILDING
- L CECIL H. & IDA GREEN SCIENCE BUILDING
- M SKILLMAN STUDENT UNION BUILDING
- N OPTIMIZING BUILDING
- O PHYSICAL PLANT BUILDINGS
- Q PARKING STRUCTURE 1
- R UNIVERSITY OF TEXAS REGIONAL COMPUTER CENTER IN NORTH TEXAS
- S ADDITION TO SKILLMAN STUDENT UNION BUILDING
- T PARKING STRUCTURE 11
- U JAMES W. ASTON AMBULATORY CARE TEACHING CENTER
- V CHARLES W. KELLOGG HEALTH SCIENCES BUILDING
- W SCHOOL OF ALLELOPATHY HEALTH SCIENCES BUILDING
- X PARKING GARAGE
- Y SERVICE BUILDING
- Z CECIL & IDA GREEN BIOMEDICAL RESEARCH BUILDING
- EA PARKING STRUCTURE 111
- EB ENVIRONMENTAL CONTROL PROCESS CENTER
- EC EXCHANGE PARK (LEASE SPACE)
- EE MARY HELL AND RALPH B. ROGERS MAGNETIC RESONANCE CENTER
- EF PHYSICAL PLANT SERVICE BUILDING
- EG PHYSICAL PLANT SERVICE BUILDING
- EH PHYSICAL PLANT GREENHOUSE
- FI PHYSICAL PLANT ACID STORAGE
- FJ CHARLES C. SPARGUE CLINICAL SCIENCE BUILDING
- FK STIMONS BIOMEDICAL RESEARCH BUILDING
- FL THERMAL ENERGY PLANT

RESEARCH BUILDING -- PHASE II NORTH CAMPUS

INTERCAMPUS CONNECTOR



THE UNIVERSITY OF TEXAS SOUTHWESTERN MEDICAL CENTER AT DALLAS

PREPARED BY THE CAMPUS PLANNING
 DEPARTMENT
EXISTING SITE PLAN
 OCTOBER 1981
 UT S W C DALLAS

Project Architect

Phelps/Garza/Bomberger
(continued)

Representative Projects

City of San Antonio:
Restoration of Municipal
Auditorium

Saint Rose Catholic Hospital:
San Antonio

Veterans Administration Medical
Center, Waco, TX

San Antonio Community College:
Learning Center; Science
Building; Nurses Training
Center

5. U. T. Southwestern Medical Center - Dallas - Research Building - Phase II North Campus Expansion (Project No. 303-755): Presentation of Preliminary Plans; Authorization to Prepare Final Plans for Staged Construction; Authorization to Advertise for Bids and for the Executive Committee to Award Contracts for First Stage; and Appropriation Therefor.--

RECOMMENDATION

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

- a. Approve 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. Authorize 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, authorize 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. Appropriate 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 have 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 has been previously appropriated from Designated Funds Time Deposits for total project funding of the Intercampus Connector awarded for construction in Executive Committee Letter 92-14.

BACKGROUND INFORMATION

In accordance with authorization of 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 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 have been prepared by the Project Architect Omniplan, Inc., Dallas, Texas.

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 Item 4 on Page Ex.C - 12 related to Intercampus Connector project.

6. U. T. Medical Branch - Galveston - Remodeling of John Sealy Hospital (Old Building) - Remodeling of R. Waverley Smith Pavilion - Phase II; Request for Project Authorization; Appointment of Project Architect for Preparation of Final Plans; Authorization to Advertise for Bids and Executive Committee to Award Contracts; and Appropriation Therefor.--

RECOMMENDATION

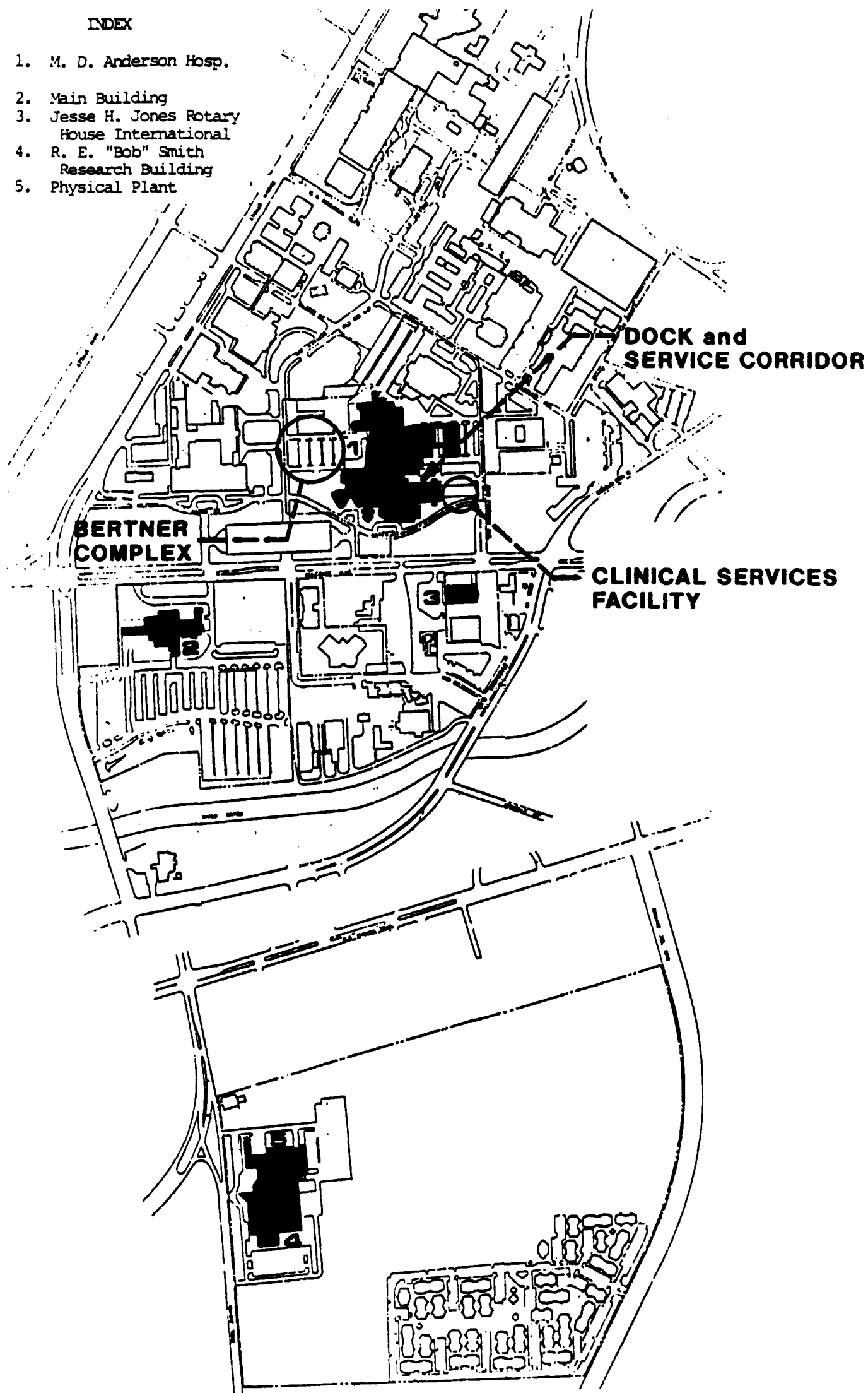
The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Health Affairs and President James that the U. T. Board of Regents:

- a. Authorize 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 U. T. Medical Branch - Galveston at an estimated total project cost of \$4,750,000
- b. Appoint Page Southerland Page, Houston, Texas, as Project Architect to prepare final plans and specifications
- c. Authorize the Office of Facilities Planning and Construction to advertise for bids upon completion of final review
- d. Authorize the Executive Committee to award all contracts associated with this project within the authorized total project cost
- e. Appropriate \$4,750,000 from The Sealy & Smith Foundation grant funds for total project funding.

U.T. M.D. ANDERSON CANCER CENTER

INDEX

1. M. D. Anderson Hosp.
2. Main Building
3. Jesse H. Jones Rotary House International
4. R. E. "Bob" Smith Research Building
5. Physical Plant



BACKGROUND INFORMATION

In December 1987, the U. T. Board of Regents authorized the first phase Remodeling of R. Waverley Smith Pavilion as a continuation of the phased remodeling of the old building of the John Sealy Hospital at 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.

It is recommended that the architectural firm of Page Southerland Page, Houston, Texas, be appointed Project Architect because of its familiarity with the building as Project Architect for the Phase I Remodeling just completed.

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): Presentation of Preliminary Plans; Authorization to Submit Project to Coordinating Board; Authorization to Prepare Final Plans; and Additional Appropriation Therefor.--

RECOMMENDATION

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

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

- c. Authorize 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. Appropriate \$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 has previously been appropriated.

BACKGROUND INFORMATION

In accordance with authorization of the U. T. Board of Regents in June 1991, preliminary plans and a detailed cost estimate for the construction of the Bertner Complex and Clinical Services Facility have been prepared by the Project Architect, Lockwood, Andrews & Newnam, Inc., Houston, Texas, and HKS Inc., Dallas, Texas, (LAN/HKS, A Joint Venture).

The Bertner Complex will contain a total of 779,400 gross square feet and includes the Bertner Patient Care and the Bertner Research buildings 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.

The increase in the building footprint also allows for better design of the functions housed in the facility.

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; Request for Project Authorization; Appointment of Project Architect to Prepare Preliminary Plans for Dock and Service Corridor Improvements; and Appropriation Therefor.--

RECOMMENDATION

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

- a. Authorize the Phase I Renovation of Gimbel and Anderson Center Core at 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. Appoint 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. Appropriate \$1,500,000 from U. T. M.D. Anderson Cancer Center retained earnings for fees and administrative expenses through preparation of preliminary plans.

BACKGROUND INFORMATION

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 U. T. M.D. Anderson Cancer Center. The estimated total project cost of \$98,579,000 is 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.

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, LAN/HKS, A Joint Venture, 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 has 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 recommends 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.

Moving the volume of materials required of a complex institution presents major logistical issues. Large pallets of supplies must be transported throughout the complex to both patient care and research facilities. To expedite this movement, improvements to the service corridor network transcending the entire ground level of the Anderson Center Core Facility have been proposed. Construction of this twelve foot wide corridor will connect the dock on the east side with the new construction on the west side of the institution.

The Renovation of Gimbel and Anderson Center Core was previously planned to follow after the construction of the Bertner Complex and Clinical Services Facility. The U. T. M.D. Anderson Cancer Center recommends that the Phase I Renovation for the Dock and Service Corridor Improvements be approved to proceed with preliminary plans. 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. The estimated total cost of the Dock and Service Corridor Improvements and resulting renovations (totaling approximately 65,000 square feet) is \$16,500,000.

**Asset
Management Com.**

ASSET MANAGEMENT COMMITTEE
Committee Chairman Cruikshank

Date: June 11, 1992
Time: Following the meeting of the Facilities Planning
and Construction Committee
Place: The Nancy and Benno Schmidt Board Room
Lila B. Etter Alumni Center
U. T. Austin

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I. PERMANENT UNIVERSITY FUND

INVESTMENT MATTER

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, are submitted by the Executive Vice Chancellor for Business Affairs:

	<u>March 1992</u>	<u>April 1992</u>	<u>Cumulative Through April of this Fiscal Year (1991-1992)</u>	<u>Cumulative Through April of Preceding Fiscal Year (1990-1991)</u>	<u>Per Cent Change</u>
Permanent University Fund					
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	<u>4,614,237.69</u>	<u>5,207,651.05</u>	<u>42,730,492.52</u>	<u>64,661,132.05</u>	<u>-33.92%</u>
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	<u>4,614,237.69</u>	<u>5,207,651.05</u>	<u>42,732,502.17</u>	<u>64,752,063.89</u>	<u>-34.01%</u>
Gain or (Loss) on Sale of Securities	<u>3,774,964.91</u>	<u>6,689,156.08</u>	<u>34,481,646.13</u>	<u>(45,592,330.36)</u>	<u>175.63%</u>
TOTAL CLEARANCES	<u><u>\$8,389,202.60</u></u>	<u><u>\$11,896,807.13</u></u>	<u><u>\$77,214,148.30</u></u>	<u><u>\$19,159,733.53</u></u>	<u><u>303.00%</u></u>

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: Recommendation to Accept Bequest from the Estate of Samuel Thomas Hughes, Jr., Dallas, Texas.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and President Nedderman that a specific bequest of book royalties from the Estate of Samuel Thomas Hughes, Jr., Dallas, Texas, be accepted and used to support ongoing programs in the School of Nursing at U. T. Arlington.

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

BACKGROUND INFORMATION

Dr. Samuel Thomas Hughes, Jr., Dallas, Texas, was a professor in the School of Nursing at U. T. Arlington and was author of a book entitled Nursing Care of The Aged. In accordance with Dr. Hughes' Last Will and Testament, his bequest was to be used to fund a professorship in the School of Nursing at U. T. Arlington. It is unlikely that book royalty payments received will ever amount to the \$100,000 funding level currently required for a professorship.

2. U. T. Arlington: Recommendation to Accept Gift to Establish the Scharf Awards Endowment in the College of Science.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and President Nedderman that a \$25,000 gift from Dr. and Mrs. Carl Scharf, Arlington, Texas, be accepted with \$10,000 of the gift to be used to establish a non-endowed fund at U. T. 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.

BACKGROUND INFORMATION

Dr. Carl Scharf, Arlington, Texas, was a faculty member at U. T. Arlington in the Department of Chemistry from 1956 to 1970. Dr. and Mrs. Scharf are funding this endowment in recognition of the herculean efforts of many people and agencies in bringing the Superconducting Super Collider Project to Texas with its related benefits to the local area, to the state, and to the nation.

3. U. T. Austin: Recommendation to Accept Transfer of Funds to Establish 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.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and President Cunningham that a \$25,000 transfer of The President's Associates funds be accepted to establish the Steve Barton and Denny Berry Endowed Presidential Scholarship in Theatre and Dance in the College of Fine Arts at U. T. Austin.

It is further recommended that \$12,500 in matching funds be allocated under The Regents' Endowment Program and 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.

BACKGROUND INFORMATION

This endowment is being funded in honor of Mr. Steve Barton and Mrs. Denny Berry-Barton, both of Palisades, New York, who are U. T. Austin alumni recognized for their work in various theatrical productions in the U. S. and Europe. In March 1991, they conducted a series of masters classes on the U. T. Austin campus which culminated in outstanding student performances for faculty and members of the Littlefield Society.

Mr. Steve Barton, a theatrical performer, attended U. T. Austin in 1972 in Drama Production and Mrs. Denny Berry-Barton, a production dance supervisor and choreographer, received her B.F.A. in 1973 from U. T. Austin.

4. U. T. Austin: Recommendation to Accept Gift to Establish the Rabbi Simha B. Ben-Zakkai Memorial Endowment for the General Libraries.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and President Cunningham that a \$10,000 gift from Mr. Nathan Snyder, Austin, Texas, be accepted to establish the Rabbi Simha B. Ben-Zakkai Memorial Endowment for the General Libraries at U. T. Austin.

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

BACKGROUND INFORMATION

Mr. Nathan Snyder, Austin, Texas, Hebrew Studies Bibliographer for the General Libraries at U. T. Austin, is funding this endowment in memory of Rabbi Simha B. Ben-Zakkai. Rabbi Ben-Zakkai, a survivor of the German Holocaust, came to the U. S. in 1949 and was a former teacher of Mr. Snyder.

5. U. T. Austin: Recommendation to Accept Gift to Establish the Boylan Family Scholarship in the College of Natural Sciences.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and President Cunningham that a \$10,000 gift from Dr. Nell Boylan Dale, Austin, Texas, be accepted to establish the Boylan Family Scholarship in the Department of Computer Sciences, College of Natural Sciences, at U. T. 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.

BACKGROUND INFORMATION

Dr. Nell Boylan Dale, Austin, Texas, is funding this endowment in memory of her aunts, Mrs. Lucille Boylan Sloane and Mrs. Margaret Boylan Smoot. Dr. Dale has been a member of the faculty of the Department of Computer Sciences at U. T. Austin since 1971. She received her M.A. in Mathematics in 1964 and her Ph.D. in Computer Sciences in 1972 from U. T. Austin.

6. U. T. Austin: Recommendation to Accept Gift and Pledge to Establish the David Bruton, Jr. Endowment for Undergraduate Scholarships and Graduate Fellowships.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and President Cunningham that 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 be accepted to establish the David Bruton, Jr. Endowment for Undergraduate Scholarships and Graduate Fellowships at U. T. Austin.

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

BACKGROUND INFORMATION

The David Bruton, Jr. Charitable Trust, Dallas, Texas, was funded with assets from the residual estate of Mr. David Bruton, Jr. and was established to benefit several charitable institutions. Mr. Bruton, formerly of Lewisville, Texas, received his B.A. from U. T. Austin in 1953.

7. U. T. Austin: C. C. and Lottie Mae Colvert Fellowship in the College of Education - Recommendation to Accept Additional Gifts and Eligibility for Matching Funds Under The Regents' Endowment Program.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and President Cunningham that \$38,981.60 in gifts from various donors be accepted for addition to the C. C. and Lottie Mae Colvert Fellowship in the College of Education at U. T. Austin.

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

BACKGROUND INFORMATION

At the June 1987 meeting, the U. T. Board of Regents accepted \$28,295 in gifts and established the C. C. and Lottie Mae Colvert Fellowship and Development Fund in the Community College Leadership Program. At the June 1988 meeting, the U. T. Board of Regents accepted additional gifts and allocated matching funds from The Regents' Endowed Student Fellowship and Scholarship Program for a total endowment of \$47,348.25 and redesignated the endowment as the C. C. and Lottie Mae Colvert Fellowship. Subsequent gifts and matching funds were approved by the U. T. Board of Regents at the August 1988 and October 1989 meetings.

Dr. Colvert was Chairman of the Department of Educational Administration and Dean of the College of Education at U. T. Austin between 1944 and 1971. He founded the Community College Leadership Program in 1944 and served as director until his retirement in 1971.

8. U. T. Austin: Recommendation to Accept Gifts and Accumulated Interest and to Allocate Funds from the College of Engineering Challenge Grant to Establish the Engineering Foundation Endowed Faculty Fellowship in Engineering in the College of Engineering and Eligibility for Matching Funds Under The Regents' Endowment Program.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and President Cunningham that \$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 be accepted to establish the Engineering Foundation Endowed Faculty Fellowship in Engineering in the College of Engineering at U. T. Austin.

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

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

BACKGROUND INFORMATION

This endowment is being established under the College of Engineering Challenge for Excellence Program as set out in the Minutes of the June 1988 meeting of the U. T. Board of Regents whereby a challenge grant of \$4,500,000 was accepted from an anonymous donor to enhance and achieve a high level of excellence in the four areas of advanced research and teaching which relates closely to the mission of SEMATECH and Microelectronics and Computer Technology Corporation (MCC).

9. U. T. Austin: Recommendation to Accept Gift and Pledge to Establish the Professor William W. Gibson, Jr. Endowed Presidential Scholarship in Law in the School of Law.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and President Cunningham that 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 be accepted to establish the Professor William W. Gibson, Jr. Endowed Presidential Scholarship in Law in the School of Law at U. T. 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.

BACKGROUND INFORMATION

This endowment is being funded in honor of Mr. William W. Gibson, Jr., Austin, Texas, Sylvan Lang Professor of Law since 1983 in the School of Law at U. T. Austin. Mr. Gibson received his B.A. in Government in 1954 and his LL.B. in 1956 from U. T. Austin.

10. U. T. Austin: Recommendation to Accept Bequest from the Estate of Kathryn Gurley, Austin, Texas, to Establish The Kathryn Gurley Scholarship Endowment in the School of Nursing and Eligibility for Matching Funds Under The Regents' Endowment Program.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and President Cunningham that a bequest of twenty percent of the residue of the Estate of Kathryn Gurley, Austin, Texas, for a value of approximately \$330,000, be accepted to establish The Kathryn Gurley Scholarship Endowment in the School of Nursing at U. T. Austin.

It is further recommended that \$27,500 in matching funds be allocated under The Regents' Endowment Program and 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.

BACKGROUND INFORMATION

Miss Kathryn Gurley, Austin, Texas, had no known affiliation with U. T. Austin, but her strong support for the institution is evidenced by this generous gift.

11. U. T. Austin: Recommendation to Accept Gift and Pledge to Establish the Dean Ira P. Hildebrand Endowed Presidential Scholarship in Law in the School of Law.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and President Cunningham that 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 be accepted to establish the Dean Ira P. Hildebrand Endowed Presidential Scholarship in Law in the School of Law at U. T. 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.

BACKGROUND INFORMATION

This endowment is being funded in memory of Mr. Ira P. Hildebrand, Dean of the School of Law at U. T. Austin from 1924 to 1940. Mr. Hildebrand received his B.A. and his LL.B. in 1899 from U. T. Austin.

12. U. T. Austin: Lectureship for the Faculty Seminar on British Studies in the College of Liberal Arts - Recommendation to Accept Gifts and Pledges and Eligibility for Matching Funds Under The Regents' Endowment Program.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and President Cunningham that \$60,717 in gifts and \$35,915 in pledges, payable by August 31, 1995, from various donors for a total of \$96,632 be accepted for addition to the Lectureship for the Faculty Seminar on British Studies in the College of Liberal Arts at U. T. Austin.

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

BACKGROUND INFORMATION

At the August 1988 meeting, the U. T. Board of Regents accepted \$80,150 in gifts and pledges to establish the Lectureship for the Faculty Seminar on British Studies. The gifts and pledges were matched under The Regents' Endowed Teachers and Scholars Program to increase the endowment to a total of \$160,300.

Funding efforts for the endowment began prior to the U. T. Board of Regents' action on April 14, 1988, consolidating some endowed academic position titles and deleting some position titles from the list of endowed academic positions (Regents' Rules and Regulations, Part Two, Chapter I, Section 3.4).

13. U. T. Austin: Recommendation to Accept Gift to Establish The Limited Editions Club Endowment for the Harry Ransom Humanities Research Center and Eligibility for Matching Funds Under The Regents' Endowment Program.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and President Cunningham that a \$25,000 gift from The Limited Editions Club, New York, New York, be accepted to establish The Limited Editions Club Endowment for the Harry Ransom Humanities Research Center at U. T. Austin.

It is further recommended that \$12,500 in matching funds be allocated under The Regents' Endowment Program and 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.

BACKGROUND INFORMATION

The Limited Editions Club, New York, New York, was founded in 1929 by Mr. George Macy to "republish the classics of world literature in volumes that exemplif(y) the finest editing, illustration and book arts obtainable."

Mr. Sidney Shiff, New York, New York, is President and Owner of The Limited Editions Club. Mr. Shiff is a member of the Harry Ransom Humanities Research Center Advisory Council.

14. U. T. Austin: Recommendation to Accept Gifts to Establish the Adele Lorusso Memorial Scholarship Fund in the School of Social Work.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and President Cunningham that \$10,000 in gifts from various donors be accepted to establish the Adele Lorusso Memorial Scholarship Fund in the School of Social Work at U. T. 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.

BACKGROUND INFORMATION

Family and friends of Ms. Adele Lorusso are funding this endowment in her memory. Ms. Lorusso, a dedicated social worker committed to education, served as Director of Social Services at St. David's Hospital, Austin, Texas. She received a B.A. in Sociology from U. T. Arlington in 1972 and a M.S.W. in 1982 from U. T. Austin.

15. U. T. Austin: Recommendation to Accept Gifts to Establish 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.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and President Cunningham that a \$10,000 gift from Mrs. Hazel Ransom, Austin, Texas, and \$15,000 in gifts from various donors for a total of \$25,000 be accepted to establish the Ransom Collection Development Endowment for Modern Literature for the Harry Ransom Humanities Research Center at U. T. Austin.

It is further recommended that \$12,500 in matching funds be allocated under The Regents' Endowment Program and 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.

BACKGROUND INFORMATION

Mrs. Hazel Ransom, Austin, Texas, is the widow of former U. T. Austin President and U. T. System Chancellor Emeritus Harry Ransom. She is a member of The President's Associates and the Littlefield Society and a member of the Executive Committee of The Chancellor's Council. Mrs. Ransom received her B.A. in Plan II in 1942 and her M.A. in English in 1944 from U. T. Austin.

16. U. T. Austin: Recommendation to Accept Gifts to Establish 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.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and President Cunningham that 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 be accepted to establish the Joe Roddy, Jr. Headliners Foundation Scholarship in Broadcast News in the Department of Journalism, College of Communication, at U. T. Austin.

It is further recommended that \$12,500 in matching funds be allocated under The Regents' Endowment Program and 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.

BACKGROUND INFORMATION

The Headliners Foundation of Texas, Inc., Austin, Texas, and various friends of Mr. Joe Roddy, Jr. are funding this endowment in his memory. Mr. Roddy served as Director of Public Information for the U. T. System. He received his B.F.A. from U. T. Austin in 1949.

17. U. T. Austin: Recommendation to Accept Gift and Pledge to Establish the Dean John F. Sutton, Jr. Endowed Presidential Scholarship in Law in the School of Law.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and President Cunningham that 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 be accepted to establish the Dean John F. Sutton, Jr. Endowed Presidential Scholarship in Law in the School of Law at U. T. 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.

BACKGROUND INFORMATION

This endowment is being funded in honor of Mr. John F. Sutton, Jr., San Angelo, Texas, Dean of the School of Law at U. T. Austin from 1979 to 1984. Mr. Sutton received his J.D. in 1941 from U. T. Austin.

18. U. T. Austin: Albert W. and Alice M. Weeks Centennial Professorship in Geological Sciences in the College of Natural Sciences - Recommendation to Accept Trust Distribution, Transfer of Funds, and Establish the Albert W. and Alice M. Weeks Fund in Geology in the College of Natural Sciences.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and President Cunningham that a \$353,512 distribution from the Albert W. Weeks Trust, Philadelphia, Pennsylvania, be accepted to establish the Albert W. and Alice M. Weeks Fund in Geology in the Department of Geological Sciences, College of Natural Sciences, at U. T. Austin.

It is further recommended that \$14,295.20 be 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. This recommendation is being made in accordance 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.

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.

BACKGROUND INFORMATION

At the February 1979 meeting, the U. T. Board of Regents approved the 1978 Agreement with Dr. Albert W. Weeks whereby Dr. Weeks would create the Albert W. and Alice M. Weeks Fund in Geology with gifts made during his lifetime or by Will. At the October 1983 meeting of the U. T. Board of Regents, the Albert W. and Alice M. Weeks Fund in Geology was redesignated as the Albert W. and Alice M. Weeks Centennial Professorship in Geological Sciences.

As provided in the 1978 Agreement, U. T. Austin is to receive funds from Dr. Weeks' Estate which are sufficient to bring the Weeks Professorship to \$500,000. The Professorship held \$146,488.89 at the time of Dr. Weeks' death and, based upon that amount, \$353,512 was received from Dr. Weeks' Estate. In accordance with the 1978 Agreement, the \$353,512 should be used to fund the Albert W. and Alice M. Weeks Fund in Geology. Additionally, and in accordance with the Agreement, funds in excess of \$100,000 held by the Weeks Professorship should be added to the Weeks Fund. Excluding matching funds allocated under The Centennial Teachers and Scholars Program which will remain in the Professorship, \$14,295.20 of the Professorship balance should be added to the Weeks Fund for a total endowment of \$367,807.20.

19. U. T. Austin: Winstead, McGuire, Sechrest & Minick Faculty Fellowship in Law in the School of Law - Recommendation to Redesignate as the Winstead Sechrest & Minick P.C. Faculty Fellowship in Law.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and President Cunningham that the Winstead, McGuire, Sechrest & Minick Faculty Fellowship in Law in the School of Law at U. T. Austin be redesignated as the Winstead Sechrest & Minick P.C. Faculty Fellowship in Law.

This recommendation is being made in accordance with the donor's request to reflect the law firm's current name.

BACKGROUND INFORMATION

At the August 1984 meeting, the U. T. Board of Regents accepted pledges of \$25,000 each from the law firm of Winstead, McGuire, Sechrest & Minick, Dallas, Texas, and the architectural firm of Page Southerland Page, Austin, Texas, for a total of \$50,000 to establish the Winstead, McGuire, Sechrest & Minick Faculty Fellowship in Law.

20. U. T. Austin: Recommendation to Allocate Matching Funds Under The Regents' Endowment Program for Addition to Six Endowed Academic Positions in the School of Law.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and President Cunningham that matching funds totalling \$231,000 be allocated under The Regents' Endowment Program for a previously accepted bequest and used to increase the endowment principal of six existing academic positions in the School of Law at U. T. Austin as follows:

<u>Endowment</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
Thos. H. Law Centennial Professorship in Law established 6/17/83	\$65,000
Stanley D. and Sandra Rosenberg Centennial Professorship in Property Law established 2/11/83	\$45,000

BACKGROUND INFORMATION

At the December 1991 meeting, the U. T. Board of Regents accepted a bequest totalling \$618,902.06 from the Estate of Jane Dunn Wilson, Corpus Christi, Texas, which together with royalty payments, as received, and reinvested earnings, if any, needed to total \$622,000 was used to increase eighteen existing academic positions in the School of Law at U. T. Austin. The estate distribution qualified for matching funds under The Regents' Endowment Program, but no matching funds were requested at the December 1991 meeting.

21. U. T. Dallas: Recommendation to Accept Gifts to Establish the Excellence in Education Scholarship Endowment.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and President Rutford that a gift of \$650,000, and an additional gift of from \$10,000 to \$30,000, from the Excellence in Education Foundation, Dallas, Texas, be accepted to establish the Excellence in Education Scholarship Endowment at U. T. Dallas pursuant to the provisions and conditions of the "Grant Establishing Permanent Endowment" dated October 25, 1991. 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, were previously accepted at the February 13, 1992 meeting of the U. T. Board of Regents.

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.

BACKGROUND INFORMATION

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 U. T. Southwestern Medical Center - Dallas, and other components of the U. T. System for many years. This gift is related to the voluntary dissolution of the Foundation. The \$5,050,000 gift and the 76.3553 acre tract of land were accepted at the February 1992 meeting of the U. T. Board of Regents subject to the provisions and conditions of the "Grant Establishing Permanent Endowment" dated October 25, 1991 and Deed of Gift dated July 19, 1991 as recorded in Volume 91144, Pages 814-820 of the Deed Records, Dallas County, Texas, respectively.

22. U. T. El Paso: Recommendation to Accept Gifts to Establish the El Paso Chapter - Data Processing Management Association Scholarship Fund.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and President Natalicio that \$10,000 in gifts from the El Paso Chapter - Data Processing Management Association, El Paso, Texas, be accepted to establish the El Paso Chapter - Data Processing Management Association Scholarship Fund at U. T. 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.

BACKGROUND INFORMATION

The El Paso Chapter - Data Processing Management Association, El Paso, Texas, has been in existence for over thirty years. Its purpose is to increase the professionalism of data processors and to educate the public in the use of computers. The Association has traditionally awarded small scholarships to students attending U. T. El Paso.

23. U. T. El Paso: Recommendation to Accept Gift to Establish the Lanward Foundation Endowed Scholarship Fund in Honor of Nesa Azar.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and President Natalicio that a \$10,000 gift from the Lanward Foundation, El Paso, Texas, be accepted to establish the Lanward Foundation Endowed Scholarship Fund in Honor of Nesa Azar at U. T. 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.

BACKGROUND INFORMATION

The Lanward Foundation, El Paso, Texas, has a long history of supporting U. T. El Paso. The Foundation's primary interest has been undergraduate scholarships, although it often provides generous support for other U. T. El Paso programs. The Foundation was established by Mrs. Nesa Azar and Mr. Richard N. Azar in 1973. Mrs. Cheryl Azar McCown, current President of the Lanward Foundation, received her bachelor's degree in Education in 1965 from U. T. El Paso. She is a former president of the Alumni Association at U. T. El Paso.

24. U. T. El Paso: Recommendation to Accept Gift of Real Property in Hudspeth County, Texas, from The Allar Company, Inc., Graham, Texas, for the Unrestricted Use of U. T. El Paso.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and President Natalicio that 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, be accepted for the benefit of U. T. El Paso.

BACKGROUND INFORMATION

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. Upon 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.

The Allar Company, Inc., an oil and gas corporation, is owned and operated by two brothers, Ed Graham, Sr. and O. L. Graham, both of Graham, Texas. They both received their undergraduate degrees from U. T. Austin. Mr. Ed Graham graduated from the U. T. Law School. The Graham brothers worked for Humble Oil (now Exxon USA) prior to enlisting as naval officers in World War II. The Allar Company was started by them upon their return to Graham, Texas, following World War II.

25. U. T. Tyler: James Robert and Rosalis Montgomery Endowed Academic Scholarship - Recommendation to Accept Additional Gift, Pledge, and Corporate Matching Funds and Redesignate as The James Robert and Rosalis Montgomery Endowed Presidential Scholarship.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and President Hamm that 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 be accepted for addition to the James Robert and Rosalis Montgomery Endowed Academic Scholarship at U. T. Tyler. These contributions will increase the endowment to a total of \$25,000 and it is recommended that the Scholarship be redesignated as The James Robert and Rosalis Montgomery Endowed Presidential Scholarship.

This recommendation is being made in accordance with the donor's request.

BACKGROUND INFORMATION

The James Robert and Rosalis Montgomery Endowed Academic Scholarship was established at the October 1990 meeting of the U. T. Board of Regents with a gift and corporate matching funds totalling \$10,041.50 from Mrs. Rosalis Montgomery, Tyler, Texas, and the Exxon Education Foundation, Florham Park, New Jersey. Mrs. Montgomery is a writer who received her M.A. in English from U. T. Tyler in 1986. Her additional gifts are comprised of proceeds from the sale of her latest book.

26. U. T. Southwestern Medical Center - Dallas: Recommendation to Accept Gifts and Allocate Funds from the Private Fund Development Campaign Challenge Fund to Establish the Nerve Regeneration Endowment Fund No. 2.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Health Affairs and President Wildenthal that \$442,000 in proceeds from the Southwestern Ball, Dallas, Texas, a \$25,000 gift from Houston Endowment Inc., Houston, Texas, a \$20,000 gift from Exxon Corporation, Irving, Texas, a \$10,000 gift from NCH Corporation, Irving, Texas, and \$3,000 in gifts from various donors for a total of \$500,000 be accepted to establish the Nerve Regeneration Endowment Fund No. 2 at the U. T. Southwestern Medical Center - Dallas.

It is further recommended that \$500,000 be allocated from the Private Fund Development Campaign Challenge Fund received from an anonymous donor and 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.

BACKGROUND INFORMATION

This endowment is being established under the Private Fund Development Campaign as set out in the Minutes of the December 1991 meeting of the U. T. Board of Regents whereby \$25,000,000 was accepted from an anonymous donor to serve as a challenge fund for matching endowment contributions for the support of research by faculty in the area of basic biomedical research as it relates to cancer, neuroscience, developmental biology, and genetics.

27. U. T. Southwestern Medical Center - Dallas: Recommendation to Accept Gift and Pledge to Establish the Pediatric Oncology Fund.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Health Affairs and President Wildenthal that 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 be accepted to establish an endowment at the U. T. Southwestern Medical Center - 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.

BACKGROUND INFORMATION

The Children's Cancer Fund of Dallas, Inc., Dallas, Texas, was formed in December 1982 by a group of concerned parents who had children being treated for cancer. The organization was formed for the purpose of raising funds for research being conducted at the Children's Medical Center of Dallas and at the U. T. Southwestern Medical Center - Dallas.

28. U. T. Health Science Center - San Antonio: Recommendation to Accept Bequest from the Estate of Hyman A. Balbos, San Antonio, Texas, to Establish the Hyman A. Balbos Memorial Scholarship Fund.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Health Affairs and President Howe that a bequest of the residue of the Estate of Hyman A. Balbos, San Antonio, Texas, valued at approximately \$30,000, be accepted to establish the Hyman A. Balbos Memorial Scholarship Fund in the U. T. Medical School - San Antonio at the U. T. Health Science Center - 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.

BACKGROUND INFORMATION

Mr. Hyman A. Balbos, San Antonio, Texas, was a former patient at the U. T. Health Science Center - San Antonio.

29. U. T. Health Science Center - San Antonio: Recommendation to Accept Bequest from the Estate of Marie Schmid, San Antonio, Texas.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Health Affairs and President Howe that a \$2,735.22 distribution from the Estate of Marie Schmid, San Antonio, Texas, be accepted to be used for cancer research at the U. T. Health Science Center - San Antonio.

BACKGROUND INFORMATION

The Last Will and Testament of Mrs. Marie Schmid, San Antonio, Texas, specified that her residual estate be used for cancer and polio research. The U. T. Health Science Center - San Antonio was selected to receive one-third of the residual estate intended for cancer research.

30. U. T. M.D. Anderson Cancer Center: Recommendation to Accept Bequest from the Estate of Mary Sue Daniel, Houston, Texas.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Health Affairs and President LeMaistre that a promissory note from the Estate of Mary Sue Daniel, Houston, Texas, valued at \$35,711.19 be accepted for unrestricted purposes at the U. T. M.D. Anderson Cancer Center.

BACKGROUND INFORMATION

Although Mrs. Mary Sue Daniel, Houston, Texas, had no known affiliation with the U. T. M.D. Anderson Cancer Center, her interest in the institution is evidenced by this bequest.

31. U. T. M.D. Anderson Cancer Center: Recommendation to Accept Bequest from the Estate of Helen T. Hawkins, Williamson County, Texas, to Establish the N. G. and Helen T. Hawkins Memorial Cancer Research Fund.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Health Affairs and President LeMaistre that a one-fifth interest in the residue of the Estate of Helen T. Hawkins, Williamson County, Texas, with a value of approximately \$358,000 be accepted to establish an endowment at the U. T. 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.

BACKGROUND INFORMATION

Although Mrs. Helen T. Hawkins, Williamson County, Texas, had no known affiliation with the U. T. M.D. Anderson Cancer Center, she was interested in the furtherance of cancer research as evidenced by this bequest.

ASSET MANAGEMENT COMMITTEE

ADDITIONAL ITEM

JUNE 11, 1992

II. TRUST AND SPECIAL FUNDS

32. U. T. Austin: Recommendation for Approval of a Deed of Agreement with the Fleur Cowles Charitable Foundation; Authorization for the Acting Vice Chancellor for Asset Management to Execute Agreement; and Establishment of the Fleur Cowles Endowment Matching Fund (NO PUBLICITY).--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs, the Acting Vice Chancellor for Asset Management, and President Cunningham that the U. T. Board of Regents approve a proposed Deed of Agreement between the U. T. Board of Regents for and on behalf of U. T. 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.

It is further recommended that the Acting Vice Chancellor for Asset Management be authorized to execute the Deed of Agreement, in substantially the same form as set out on Pages AMC 26c - 26g, 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 U. T. System Planned Giving Committee.

It is also recommended that \$500,000 of sale proceeds from the Brackenridge Tract endowment 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 proposed endowment purposes.

BACKGROUND INFORMATION

This gift is being given through the Fleur Cowles Charitable Foundation, London, England, by an anonymous American citizen.

See Item 16 on Page AAC - 71 related to naming a room in the Harry Ransom Humanities Research Center.

NO PUBLICITY

DRAFT 2.vi.92

THIS DEED OF AGREEMENT made the _____ day of _____ 1992

BETWEEN:

- (1) TOM MONTAGUE MEYER of AS Albany Piccadilly London W1 England
ROBERT ALAN ALBERT of 6 Dowgate Hill London EC4R 2SS England and
JONATHAN MARK LANGDALE 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 AS 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 DEED 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 US 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 and the Match Amount together plus additions or accretions thereto

the Expiry Date

the date two years from the date of the grant of probate in the estate of the Survivor

Fiscal Year

the period from the first day of September in any given year to the thirty-first day of August in the next subsequent year

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 US dollars (\$500,000.00) to be allocated by the Regents pursuant to clause 2

and which from the Endowment Day onwards 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 to 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 sub-clause 9.2 the Regents shall within ninety days of the date of their signature hereof 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 in so far as they are permitted to do so by the said law

4. The 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 non-charitable

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 sub-clause 5.2 may at the Director's discretion serve as ad hoc non-voting 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) travelling, equipment, work materials and books used in pursuance of the studies of the Fleur Cowles Fellow or Fleur Cowles Intern as specified in sub-clause 6.5 or

6.1.2 to provide for the cost of organising 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 per cent (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 sub-clause 6.5 as the Committee may organise 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 sub-clause 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
- 6.2.2.1 The Fleur Cowles Fellow will usually be of at least post-doctorate level but the Fleur Cowles Research 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

6.2.2.2 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

6.2.3 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 of the income 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 sub-clause 5.1.2 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. Obligation to pay

9.1 Subject to the provision of sub-clause 9.2 the Foundation shall not be bound to pay the Donation pursuant to sub-clause 2.1 if

9.1.1 the Regents have not allocated the Match Amount pursuant to sub-clause 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 Donation by the Expiry Date as required by sub-clause 2.1 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 sub-clause 2.3 the Donation shall become repayable to the Foundation

10. Cy Pres

If in the opinion of the Regents future circumstances change so that the purpose for which the Endowment Fund is established becomes illegal impracticable or impossible to fulfil 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 party hereto such notice request agreement or accounts shall be sent by pre-paid 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 the Foundation

c/o Alsop Wilkinson
6 Dowgate Hill
London EC4R 2SS
England

Facsimile Number: 011 44 71 623 9286

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12.2 the Regents Board of Regents of The University of Texas
System
c/o Office of Asset Management
210 West 6th Street
Austin
Texas 78701

Facsimile Number: 0101512/499-4365

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-fulfilment 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 endeavours to the extent that it is lawful for them to do so at all times to keep confidential the source of the Donation

16. Non-Appropriation

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

IN WITNESS whereof the parties hereto have executed this instrument as a deed the date first before written.

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III. INTELLECTUAL PROPERTY MATTERS

1. U. T. Board of Regents: Recommendation for Approval of Amendments to the Regents' Rules and Regulations, Part Two, Chapter V, Subsection 2.4 (Intellectual Property Policy) and to Renumber and Redesignate Subsection 2.4 as Chapter XII of Part Two.--

RECOMMENDATION

The Chancellor concurs with the recommendation of the Office of General Counsel that the Regents' Rules and Regulations, Part Two, Chapter V, Subsection 2.4 regarding the Intellectual Property Policy be amended as set out below in congressional style and be renumbered and redesignated as Chapter XII of Part Two and that Subsection 2.4 of Chapter V, Part Two (Intellectual Property Policy) be deleted:

CHAPTER XII

INTELLECTUAL PROPERTY

~~[2.4 Intellectual Property Policy.]~~

- Sec. 1. ~~[2.41 Statement of Basic]~~ 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 ~~[which]~~ 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.
~~[2.411]~~ 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. ~~[2.42]~~ General Policy.

2. ~~[42]~~1 The intellectual property policy ~~[as adopted]~~ 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 postdoctoral and predoctoral fellows.

- 2.[42]2 Except for intellectual property included in Subsections 2.3 and 2.4, t[his] 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 [ex] computer software) regardless of whether subject to protection under [the] patent, trademark, [ex] copyright, or other laws. [This policy shall not apply to faculty authored written or visual work, except computer software, produced in the author's professional field, which property shall be owned by the creator; nor shall the policy apply to intellectual property produced as a work for hire in the performance of a contract with the System or as a part of an employee's assigned work responsibilities, which property shall be owned by the Board.]
- 2.[42]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 [It is the intent of this policy to permit the creator of intellectual property maximum freedom in respect to their creations, consistent with their obligations to the System.] Any person [affected by this policy] who as a result of his or her activities creates intellectual property that is subject to this Policy, other than on [certain] government or other sponsored research projects[7] where the [individual] 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.

~~[2.424] Property rights in intellectual property will be based on the degree of System support, as hereinafter specified.]~~

2.6[425] 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[426] 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 ~~[non]~~exclusive licensing, but the public interest may best be promoted by the granting of ~~[a limited]~~ nonexclusive licenses ~~[or even an exclusive license]~~ 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.

~~[2.43] Institutional Intellectual Property Advisory [Patent] Committees, [and System Intellectual Property] Office of General Counsel, and Office of Asset Management.~~

3.1[2.431] Intellectual Property Advisory [Patent] 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 [Patent] Committees may [shall] be established [as directed by the Chancellor]. Each institution at its option may use the term "Patent Advisory [Intellectual Property] Committee" in lieu of "Intellectual Property Advisory [Patent] Committee."

3.2[2.432] [System Intellectual Property] 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 [~~To assist the Institutional Patent Committees to provide advice to individual faculty and staff members in intellectual property matters and to coordinate details in respect to procedures for protecting and marketing intellectual property, a System Intellectual Property Office shall be established~~].

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. [2.44] Classification of Discoveries by Source of [Research] Support.

4.1[2.441] Intellectual property that is unrelated to the individual's employment responsibility[7] and has been developed as a result of the individual's efforts on his or her own time[7] with no System support or use of System's facilities.

4.2[2.442] 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[2.443] 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. [2.45] Property Rights and Obligations.

5.1[2.451] 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 [2.441]) is the exclusive property of the creator[7] 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 [~~Institutional Patent Committee~~] shall recommend [~~as to~~] 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 [~~Institutional Patent Committee~~] shall recommend [~~as to~~] whether the System should reimburse the creator for expenses in obtaining such protection. If the chief administrative officer so [~~Institutional Patent Committee~~] 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 [~~Subsection 2.4523 following~~].

5.2[2.452] 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 [~~shall be~~] subject to ownership by the Board. (See Subsection 2.2 [2.442].)

5.21[2.4521] Before intellectual property covered by Subsection 4.2 [~~Section 2.422~~] 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 [~~Institutional Patent Committee~~] 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 [~~Patent~~] Committee [7] and procedures to be followed by the Institutional Intellectual Property Advisory [~~Patent~~] 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 [~~with~~] the approval of the [~~Chairman of the Institutional Patent Committee and 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 [~~Committee and~~] administrative review provided in the following two subdivisions [~~subsections~~]. 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 t[he] Chairman of the Institutional Intellectual Property Advisory [Patent] Committee or the chief administrative officer shall notify the Office of General Counsel [~~System Intellectual Property Office~~] of any such application.

5.22[2.4522] If the chief administrative officer [~~Institutional Patent Committee~~] recommends that the System not assert and exploit its interest, and that recommendation is approved by the Office of General Counsel [~~System Intellectual Property Office~~] and the appropriate Executive Vice Chancellor, the creator shall be notified within one hundred eighty (180) [~~ninety (90)~~] 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 ~~[Committee]~~ 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 ~~[2.4523]~~ 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 ~~[in which it decides to assert and exploit its interest],~~ it may ~~[shall]~~ 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 ~~[Paragraph 2.452]~~. 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[~~2.453~~] 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 [~~2.443~~].)

5.31[~~2.4531~~] Administrative approval of application requests to, and acceptance of grants or contracts with, the Federal Government[~~7~~] or any agency thereof, with a nonprofit or for profit nongovernmental entity, or a private donor that contain provisions that are [~~not~~] inconsistent with this policy, or other policies and guidelines adopted by the Board from time to time imply [~~implies~~] a [~~definite~~] 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 [basic] intellectual property policies and guidelines of the System.
- 5.32[2.4532] 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 non-profit and for profit non-governmental entities or private donors, to the extent of any conflict.
- 5.33[2.4533] 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[7] 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 [~~Asset Management and the Intellectual Property Office~~] after consultation with the i[~~I~~]nstitutional [~~Patent Committee and the~~] chief administrative officer.
- 5.34[2.4534] Employees of the System whose intellectual property creations result from a grant or contract with the Federal Government, or any agency thereof, with a non-profit or for profit non-governmental 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. [2.46] Equity Interests.

6.1[2.461] 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[2.462] Consistent with Section 51.912 [51.92], 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[2.463] 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[~~2.464~~] 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 [~~2.50~~ below].

6.5[~~2.465~~] 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. [~~2.47~~] Business Participation.

7.1[~~2.471~~] 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[~~2.472~~] 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. [~~2.48~~] Reporting.

8.1[~~2.481~~] Any employee covered by Subsections 6.2, 7.1, or 7.2 [~~Section 2.462, 2.471, or 2.472~~] 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. ~~[2.49]~~ Approval of and Execution of Legal Documents [Agreements] Relating to Rights in Intellectual Property.

9.1~~[2.491]~~ Documents [Agreements] 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~~[2.492]~~ Any document ~~[agreement]~~ altering substantially the basic intellectual property policy of the System as set out in the preceding ~~§[s]~~ections 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. [2.50] 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 [~~first to defray the expenses, if any, of the System Intellectual Property Office and thereafter, as approved by the Board, for research purposes at~~] by the component institutions where the income-producing [providing] 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. [2.51] Implementation of Intellectual Property Policy.--The [~~Office of Asset Management and the~~] Office of General Counsel [~~through the System Intellectual Property Office~~] 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. [2.52] 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.

BACKGROUND INFORMATION

Revisions of portions of the Basic Intellectual Property Policy are proposed for purposes of clarification of rights, to improve operating procedures and to correct grammatical and typographical errors. The Policy will become Chapter XII of Part Two of the Regents' Rules and Regulations for ease of numbering. In the following discussion, Section numbers refer to the newly numbered Sections of Chapter XII.

Grammatical and typographical errors have been corrected in proposed amendments to Subsections 4.1, 6.2, 6.4 and 8.1, and Subdivision 5.31.

The amendment to Subsection 2.1 clarifies that the Policy applies to employees of the U. T. System Administration as well as employees of component institutions of the System and to graduate students.

The proposed amendments to Subsections 2.2, 2.3, 2.4, and 2.5 more clearly define the applicability of the Policy, intellectual properties in which the Board will not assert its interest, and intellectual properties owned by the Board for which there is to be no royalty sharing.

The proposed amendment to Subsection 2.7 reflects the reality that more often than not the public interest is best served by exclusively licensing technologies for purposes of development and commercialization.

Amendments are proposed to Section 3, Subsection 5.1, and Subdivisions 5.21, 5.22, and 5.23 to clarify roles of the chief administrative officer and the intellectual property committee at each component institution, the Office of General Counsel, and the Office of Asset Management. The proposed amendment to Subdivision 5.21 requires that the creator of intellectual property provide a reasonably complete and detailed disclosure of the property to enable the System to determine its interest. The proposed amendment to Subdivision 5.22 increases from 90 to 180 days the time within which the System is to take action to assert its interest in intellectual property covered by the Policy.

Proposed new Subdivision 5.35 addresses the matter of sharing royalty (or equity) among two or more persons who are co-inventors or creators of intellectual property. This proposed new subdivision also creates a procedure for dispute resolution when such persons cannot agree among themselves about an appropriate sharing arrangement.

The proposed amendment of Subsection 6.1 permits sharing of equity interests with creators of intellectual property in instances wherein the System receives equity as compensation for rights conveyed. Heretofore, the Policy was silent as to equity sharing.

In proposed new Subsection 9.3, authority to execute legal documents relating to intellectual property is delegated to the Chancellor, the appropriate Executive Vice Chancellor, the Vice Chancellor and General Counsel, or the Vice Chancellor for Asset Management.

Proposed new Subsection 10.2 permits a faculty member to assign royalties to the University for use in research to be conducted by such faculty member.

2. U. T. Austin: Recommendation for Approval of a Patent and Technology License Agreement with Pegas Pharmaceuticals, Inc., Menlo Park, California, and Request for Individual to Acquire Equity in Pegas Pharmaceuticals, Inc.--

RECOMMENDATION

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

- a. Approve the Patent and Technology License Agreement set out on Pages AMC 42 - 68 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. Approve Professor Hubbell's acquisition of equity in Pegas Pharmaceuticals, Inc.

BACKGROUND INFORMATION

Pegas Pharmaceuticals, Inc. (Pegas) is a Delaware corporation with principal offices in Menlo Park, California. The proposed 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. However, the agreement is submitted for approval as an agenda item because Dr. Jeffrey Hubbell, Professor of Chemical Engineering at U. T. Austin, desires to accept shares of Pegas' common stock as partial compensation for consulting services to be rendered by him. In addition, Dr. Hubbell proposes to 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. President Cunningham and the U. T. Austin Administration have determined that acceptance of the stock by Dr. Hubbell will not result in a conflict with his academic and research responsibilities to U. T. Austin.

The proposed acceptance of equity by Dr. Hubbell in Pegas is permitted with the U. T. Board of Regents' approval through the agenda pursuant to Section 51.912, Texas Education Code, and the U. T. System Intellectual Property Policy as contained in the Regents' Rules and Regulations.

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.

"SUBLICENSE 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 sublicensees 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, Chandrashekhar 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.

I. 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 0.25% vinyl pyrrolidone. The prepolymer will consist of polyethylene glycol, chain extended with oligolactide, and terminated by reaction with acryloyl 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 formed 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 luminal 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 μ M) 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 Proteins

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 bioactivity.
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: Recommendation for Approval of a Patent License Agreement and a Sponsored Research Agreement with Rhodon, Inc., Houston, Texas, and Request for Individual to Acquire Equity In and Serve as a Director of Rhodon, Inc.--

RECOMMENDATION

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

- a. Approve the Patent License Agreement set out on Pages AMC 71 - 95 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 diagnosis, prognosis, prediction, monitoring and treatment of metastasis created by Dr. Garth L. Nicolson
- b. Approve the Sponsored Research Agreement set out on Pages AMC 96 - 119 between the U. T. M.D. Anderson Cancer Center and Rhodon, Inc. for further research in the same field
- c. Approve Dr. Nicolson's acquisition of equity in and the right to a seat on the board of directors of Rhodon, Inc.

BACKGROUND INFORMATION

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 proposed 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 Garth L. Nicolson, Ph.D., 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 also will sponsor further research in Dr. Nicolson's laboratory pursuant to the proposed 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.

The proposed arrangement is the type contemplated by Section 51.912, Texas Education Code, and corresponding provisions of 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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5.

- (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.

VI. 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 LICENSED 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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13.

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 3/30/93
Parent #: Patent #: 599364 Issued: 11/27/90 Last Action:
NMA#: Tax Date: 3/30/93 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. Stack, 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 ON 10/15/91
NMA#: 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. Stack, 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:
NMA#: 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. Stack, 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 #: 87302808.4 Filed: 4/01/87 Status: PUBLISHED 10/02/87
 Parent #: Patent #: 0240341 Issued: Last Action: RESPOND ON 12/13/91
 NKAJ: Tax Date: 4/01/92
 Outside Counsel: DLP Their Ref: UTSC:028 Federal Grant #: Action1:
 Assignee: Licensee: Triton, term 8/89 Action2:

Inventor1: Garth L. Nicolson, Ph.D. Inventor2: Susan H. 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 ON 1/15/92
 NKAJ: Tax Date: 3/31/93
 Outside Counsel: DLP Their Ref: UTSC:028 Federal Grant #: Action1:
 Assignee: Licensee: Triton, term. 8/89 Action2:

Inventor1: Garth L. Nicolson, Ph.D. Inventor2: Susan H. 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
 NKAJ: Tax Date:
 Outside Counsel: DLP Their Ref: UTSC:028 Federal Grant #: Action1:
 Assignee: Licensee: Triton, term. 8/89 Action2:

Inventor1: Garth L. Nicolson, Ph.D. Inventor2: Susan H. 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 #: UTNDACC:028 Norway Serial #: 871352 Filed: 3/31/87 Status: PENDING
 Parent #: Patent #: Issued: Last Action: RESPOND ON 10/09/91
 AKAJ: Tax Date: 3/31/93 Action1:
 Outside Counsel: BLP Their Ref: UTSC:028 Federal Grant #: Action2:
 Assignee: Licensee: Pfizer term 8/90
 Inventor1: Garth L. Nicolson, Ph.D. Inventor2: Susan M. North, Ph.D. Inventor3: Peter A. Stock, Ph.D.
 Inventor4: Inventor5: Inventor6:
 Inventor7:

Title: Methods and Compositions for the Identification of Metastatic Human Tumors

ID #: UTNDACC:028 USA Serial #: 846938 Filed: 4/01/86 Status: EXPIRES 7/09/88
 Parent #: Patent #: 5030559 Issued: 7/09/91 Last Action:
 AKAJ: Tax Date: 1/09/94 Action1:
 Outside Counsel: DLP Their Ref: WISC: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. Stock, Ph.D.
 Inventor4: Inventor5: Inventor6:
 Inventor7:

Title: Methods and Compositions for the Identification of Metastatic Human Tumors

ID #: UTNDACC:058 Australia Serial #: 69870/87 Filed: 3/10/87 Status: EXPIRES 3/10/83
 Parent #: 839890 (027) 3/10/86 Patent #: 609386 Issued: 9/19/91 Last Action:
 AKAJ: Tax Date: 3/10/93 Action1: WORKING 9/19/94
 Outside Counsel: DSU Their Ref: WISC:058 Federal Grant #: Action2:
 Assignee: Licensee:
 Inventor1: Garth L. Nicolson, Ph.D. Inventor2: Motoo Nakajima, Ph.D. Inventor3: Tatsuro Irimura, Ph.D.
 Inventor4: Inventor5: Inventor6:
 Inventor7:

Title: Radioglycosidase Assay

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ID #: UTMACC:058 Canada Serial #: 531498 Filed: 3/09/87 Status: PENDING
 Parent #: 839890 (027) 3/10/86 Patent #: Issued: Last Action: RESPOND ON 11/17/89
 MIAJ: Tax Date: Action1:
 Outside Counsel: BSN Their Ref: UTSC:058 Federal Grant #: Action2:
 Assignee: Licensee:
 Inventor1: Garth L. Nicolson, Ph.D. Inventor2: Motono Nakajima, Ph.D. Inventor3: Tatsuro Irimura, Ph.D.
 Inventor4: Inventor5: Inventor6:
 Inventor7:

Title: Endoglycosidase Assay

ID #: UTMACC:058 Denmark Serial #: 1220/87 Filed: 3/10/87 Status: PENDING
 Parent #: 839890 (027) 3/10/86 Patent #: Issued: Last Action: RESPOND ON 11/07/91
 MIAJ: Tax Date: 3/10/90 Action1:
 Outside Counsel: BSN Their Ref: UTSC:058 Federal Grant #: Action2:
 Assignee: Licensee:
 Inventor1: Garth L. Nicolson, Ph.D. Inventor2: Motono Nakajima, Ph.D. Inventor3: Tatsuro Irimura, Ph.D.
 Inventor4: Inventor5: Inventor6:
 Inventor7:

Title: Endoglycosidase Assay

ID #: UTMACC:058 EPC Serial #: 87302030.9 Filed: 3/10/87 Status: PENDING
 Parent #: 839890 (027) 3/10/86 Patent #: 0244932 Issued: Last Action: ECOM REQ'D 9/10/91
 MIAJ: Tax Date: 3/10/93 Action1:
 Outside Counsel: BSN Their Ref: UTSC:058 Federal Grant #: Action2:
 Assignee: Licensee:
 Inventor1: Garth L. Nicolson, Ph.D. Inventor2: Motono Nakajima, Ph.D. Inventor3: Tatsuro Irimura, Ph.D.
 Inventor4: Inventor5: Inventor6:
 Inventor7:

Title: Endoglycosidase Assay

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ID #: UTWDACC:058 Finland Serial #: 871839 Filed: 3/10/87 Status: PENDING
Parent #: 839890 (027) 3/10/86 Patent #: Issued: Last Action: RESPOND ON 12/20/88
NAM: Tax Date: 3/10/93
Outside Counsel: DSH Their Ref: UTSC:058 Federal Grant #: Action1:
Assignee: Licensee: Action2:

Inventor1: Garth L. Nicolson, Ph.D. Inventor2: Motowo Kakajima, Ph.D. Inventor3: Tatsuro Irimura, Ph.D.
Inventor4: Inventor5: Inventor6:
Inventor7:

Title: Endoglycosidase Assay

ID #: UTWDACC:058 Japan Serial #: 55106/87 Filed: 3/10/87 Status: PUBLISHED 11/18
Parent #: 839890 (027) 3/10/86 Patent #: Issued: 11/18/87 Last Action: EXAM REQ'D 9/19/88
NAM: Tax Date: Action1:
Outside Counsel: DSH Their Ref: UTSC:058 Federal Grant #: Action2:
Assignee: Licensee:

Inventor1: Garth L. Nicolson, Ph.D. Inventor2: Motowo Kakajima, Ph.D. Inventor3: Tatsuro Irimura, Ph.D.
Inventor4: Inventor5: Inventor6:
Inventor7:

Title: Endoglycosidase Assay

ID #: UTWDACC:058 Norway Serial #: 87/0977 Filed: 3/10/87 Status: PENDING
Parent #: 839890 (027) 3/10/86 Patent #: Issued: Last Action: RESPOND ON 10/09/91
NAM: Tax Date: 3/10/93
Outside Counsel: DSH Their Ref: UTSC:058 Federal Grant #: Action1:
Assignee: Licensee: Action2:

Inventor1: Garth L. Nicolson, Ph.D. Inventor2: Motowo Kakajima, Ph.D. Inventor3: Tatsuro Irimura, Ph.D.
Inventor4: Inventor5: Inventor6:
Inventor7:

Title: Endoglycosidase Assay

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ID #: UTMACC:058 USA CIP Serial #: 012060 Filed: 2/20/87 Status: EXPIRES 8/22/00
Parent #: 839890 (027) 3/10/86 Patent #: 4859581 Issued: 8/22/89 Last Action:
AKA: Tax Date: 2/22/93
Outside Counsel: DSH Their Ref: WTSC:058 Federal Grant #:
Assignee: Licensee:
Inventor1: Garth L. Nicolson, Ph.D. Inventor2: Motono 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 #:
AKA: Patent #: Issued: Last Action: EXAM REQ'D 7/15/91
Tax Date: 5/02/92
Outside Counsel: KDG Their Ref: WTSC:073 Federal Grant #:
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 #: UTMACC:073 EPC Serial #: 89905552.9 Filed: 1/15/90 Status: PUBLISHED 2/00
Parent #:
AKA: Patent #: 041129 Issued: Last Action:
Tax Date: 5/02/92
Outside Counsel: KDG Their Ref: WTSC:073 Federal Grant #:
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

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ID #: UTMDACC:073 Japan Serial #: 1-505 281 Filed: Status: PENDING
Parent #: Patent #: Issued: Last Action:
AKA/: Tax Date:
Outside Counsel: KDG Their Ref: WTSC:073 Federal Grant #: Action1: RBQ ECON+ 5/02/91
Assignee: Licensee: Action2:
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 #: UTMDACC:073 PCT Serial #: US89/01875 Filed: 5/02/89 Status: ABANDON 11/23,
Parent #: Patent #: Issued: Last Action: NATIONAL 10/03/90
AKA/: Tax Date:
Outside Counsel: KDG Their Ref: WTSC:073 Federal Grant #: Action1:
Assignee: Licensee: Action2:
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 #: UTMDACC:073 USA Serial #: 199689 Filed: 5/23/88 Status: ALLOWED 12/04
Parent #: Patent #: Issued: Last Action: FEE PAID 2/13/92
AKA/: Tax Date:
Outside Counsel: KDG Their Ref: WTSC:073 Federal Grant #: Action1:
Assignee: Licensee: Action2:
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

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ID #: UTMACC:115 Australia Serial #: 51047/90 Filed: Status: PENDING
 Parent #: Patent #: Issued: Last Action:
 NCM#: I889-003 Tax Date: Action1:
 Outside Counsel: DLP Their Ref: UTSC:115 Federal Grant #: N01 CB41524 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:
 NCM#: I889-003 Tax Date: 1/24/93 Action1:
 Outside Counsel: DLP Their Ref: UTSC:115 Federal Grant #: N01 CB41524 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:
 NCM#: I889-003 Tax Date: 1/29/93 Action1:
 Outside Counsel: DLP Their Ref: UTSC:115 Federal Grant #: N01 CB41524 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 #: UTMDC:115 Japan Serial #: Filed: 8/27/91 Status: PENDING
Parent #: Patent #: Issued: Last Action:
AKA#: ID89-003 Tax Date: Action1: REQ EXAM 1/29/95
Outside Counsel: DLP Their Ref: UTSC:115 Federal Grant #: N01 CA41524 Action2:
Assignee: Licensee:
Inventor1: Motowo Sakajima, Ph.D. Inventor2: Garth L. Nicolson, Ph.D. Inventor3:
Inventor4: Inventor5: Inventor6:
Inventor7:

Title: Metastasis-Associated Collagenolytic Metalloproteinase

ID #: UTMDC:115 PCT Serial #: US90/00506 Filed: 1/29/90 Status: PUBLISHED 9/07/
Parent #: Patent #: Issued: Last Action: NYTRICAL 8/06/91
AKA#: ID89-003 Tax Date: Action1:
Outside Counsel: DLP Their Ref: UTSC:115 Federal Grant #: N01 CA41524 Action2:
Assignee: Licensee:
Inventor1: Motowo Sakajima, Ph.D. Inventor2: Garth L. Nicolson, Ph.D. Inventor3:
Inventor4: Inventor5: Inventor6:
Inventor7:

Title: Metastasis-Associated Collagenolytic Metalloproteinase

ID #: UTMDC:115 USA Serial #: 316260 Filed: 2/27/89 Status: PENDING
Parent #: Patent #: Issued: Last Action: RESPOND ON 1/08/92
AKA#: ID89-003 Tax Date: Action1: RESP ON 5/18/
Outside Counsel: DLP Their Ref: UTSC:115 Federal Grant #: N01 CA41524 Action2:
Assignee: Licensee:
Inventor1: Motowo Sakajima, Ph.D. Inventor2: Garth L. Nicolson, Ph.D. Inventor3:
Inventor4: Inventor5: Inventor6:
Inventor7:

Title: Metastasis-Associated Collagenolytic Metalloproteinase

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ID #: UTMDACC:152 USA DIV Serial #: 377015 Filed: 7/07/89 Status: PENDING
 Parent #: 012060 (050) 2/20/87 Patent #: Issued: Last Action: RESPOND OR 10/15/91
 NIAJ: Tax Date: Action1:
 Outside Counsel: DSI Their Ref: UTSC:152 Federal Grant #: Action2:
 Assignee: Licensee:
 Inventor1: Carth L. Nicolson, Ph.D. Inventor2: Motono Makajima, Ph.D. Inventor3: Tatsuro Irimura, Ph.D.
 Inventor4: Inventor5: Inventor6:
 Inventor7:

Title: Endoglycosidase Assay

ID #: UTMDACC:193 PCT Serial #: US91/03832 Filed: 5/22/91 Status: PENDING
 Parent #: 377015 (152) 7/07/89 Patent #: Issued: Last Action: RESPOND NO 4/09/92
 NIAJ: Tax Date: Action1:
 Outside Counsel: DSI Their Ref: UTSC:193 Federal Grant #: Action2: NATIONAL 11/30/91
 Assignee: University of Texas System Licensee:
 Inventor1: Carth L. Nicolson, Ph.D. Inventor2: Li Jia Inventor3: Motono Makajima, Ph.D.
 Inventor4: Inventor5: Inventor6:
 Inventor7:

Title: Immunohistochemical Localization of Heparanase In Mouse And Human Melanomas

ID #: UTMDACC: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
 NIAJ: Tax Date: Action1: FINAL OR+ 5/10/
 Outside Counsel: DSI Their Ref: UTSC:193 Federal Grant #: Action2:
 Assignee: University of Texas System Licensee:
 Inventor1: Carth L. Nicolson, Ph.D. Inventor2: Li Jia Inventor3: Motono Makajima, Ph.D.
 Inventor4: Inventor5: Inventor6:
 Inventor7:

Title: Immunohistochemical 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: BSH Their Ref: UTSC:143 Federal Grant #: BRSC R05511 Action2: NATIONAL 1/10/93
 Assignee: University of Texas System Licensee:
 Inventor1: Garth L. Nicolson, Ph.D. Inventor2: Tatsuro Irimura, Ph.D. Inventor3: Motono 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 #: 550027 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: MSP GR* 5/12/91
 Outside Counsel: BSH Their Ref: UTSC:143 Federal Grant #: BRSC R05511 Action2:
 Assignee: University of Texas System Licensee:
 Inventor1: Garth L. Nicolson, Ph.D. Inventor2: Tatsuro Irimura, Ph.D. Inventor3: Motono 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: BSH Their Ref: UTSC:248 Federal Grant #: Action2:
 Assignee: Licensee:
 Inventor1: Garth L. Nicolson, Ph.D. Inventor2: Tatsuro Irimura, Ph.D. Inventor3: Motono Nakajima, Ph.D.
 Inventor4: Inventor5: Inventor6:
 Inventor7:

Title: Endoglycosidase Assay

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REPORT OF DR. NICOLSON'S PATENTS

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ID #: UTMDACC:268 USA DIV Serial #: 837391 Filed: 2/19/92
Parent #: 197609 (073) 5/23/88 Patent #: Issued: Last Action: FILE NESS 3/11/92
AKA/: Tax Date:
Outside Counsel: KDC Their Ref: UTSC:268 Federal Grant #:
Assignee: Licensee:

Inventor1: Garth L. Nicolson, Ph.D. Inventor2: Philip G. Cavanaugh, Ph.D. Inventor3:
Inventor4: Inventor5: 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-IW 4/03/92
AKA/: IDR92-006 Tax Date:
Outside Counsel: DLP Their Ref: UTSC:270 Federal Grant #: 5R35-CM44352*
Assignee: Licensee:

Inventor1: Philip G. Cavanaugh, Ph.D. Inventor2: Garth L. Nicolson, Ph.D. Inventor3:
Inventor4: Inventor5: Inventor6:
Inventor7:

Status: DISCLOSURE 10/18/

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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1.

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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2.

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, worldwide, 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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6.

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. Stutts,
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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9.

EXHIBIT I
RESEARCH DESCRIPTION

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10.

RESEARCH PROPOSAL CHECKLIST
(PRIVATE FOUNDATION/INDUSTRY)

RECEIVED
OFFICE OF RESEARCH

MAR 25 1992

SA

DEPARTMENT/SECTION/DEPARTMENT/DIVISION FUNDING INFORMATION

- 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 REGRANT
- Proposed funding source: NOT FROM FROM, 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 EXPERIMENTAL MODELS? Yes No
 - If yes, has the proposed research been approved by the INSTITUTIONAL ANIMAL CARE AND USE COMMITTEE? Protocol Number _____ Approval Date _____ Yes No***
- Does this proposal require additional or renovated SPACE? Yes No
- Are HUMAN SUBJECTS, or SPECIMENS or DATA from Humans involved in this research proposal? Yes No
 - If yes, is Research exempt from DHS regulations based on a specific category? Yes No (see Policy for the Exemption of Human Subjects Research). Exemption Category No. 4
 - If not exempt has the proposed research or protocol been approved by the SURVEILLANCE COMMITTEE (SC) in the past year? Protocol Number _____ Approval Date _____ Yes No
- Does this proposal involve RECOMBINANT DNA RESEARCH? Yes No
 - If yes, is there a current approved Registration of Experimentation Document on file with the INSTITUTIONAL BIO SAFETY COMMITTEE which supports this proposal? 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 (P. 1011)

Garth L. Nicolson
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-1098), I have reviewed the subject proposal and affirm the following:

- HUMAN 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

Bob 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.

John F. ... 4/3/92
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, new 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 [35 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 H]acetylated heparan sulfate as a substrate. The average serum heparanase activities (in μ 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 $M_r \sim 90K$ type IV collagenolytic metalloproteinases from metastatic tumor and normal cells.
2. Biochemical and enzymological characterization of $M_r \sim 90K$ type IV collagenolytic metalloproteinases from tumor and normal cells.
3. Production of polyclonal antibodies against purified $M_r \sim 90K$ type IV metalloproteinases as well as synthetic N-terminal peptides.
4. Development of specific and highly sensitive methods for determining the amounts of $M_r \sim 90K$ 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 $M_r \sim 92K$ metalloproteinases.

$M_r \sim 92K$ 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 $M_r \sim 90K-92K$ 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 $M_r \sim 92K$ 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-streptavidin 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 M_r ~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 M_r ~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 M_r ~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 M_r ~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
Subtotal Personnel		\$69,593

Supplies and Equipment

Equipment (1) CO ₂ incubator	\$ 6,580
General Supplies	\$25,000
Immunological Reagents	\$ 4,500
Animals and Care (15 goats & 15 rabbits/yr)	\$36,420
Misc. (Radioactive waste, shop, etc.)	\$ 2,000
Subtotal Supplies	\$74,500
Total Direct Costs	\$144,093
Overhead (25%)	\$ 36,023
GRAND TOTAL	\$180,116

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:

CO₂ 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)	\$69,593.00
Supplies	74,504.00
Indirect costs (institutional overhead)	<u>36,023.00</u>
TOTAL	<u>\$180,120.00</u>

Such expenses are provided for information only. CANCER CENTER reserves the right to modify the distribution of such expenses as necessary in the circumstances, 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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**Executive Session
of the Board**

**BOARD OF REGENTS
EXECUTIVE SESSION**
Pursuant to Vernon's Texas Civil Statutes
Article 6252-17, Sections 2(e), (f) and (g)

Date: June 11, 1992

Time: Following the meeting of the Asset Management Committee

Place: The Nancy and Benno Schmidt Board Room and The Katherine G. Jackson Room, Lila B. Etter Alumni Center, U. T. Austin

1. Pending and/or Contemplated Litigation - Section 2(e)
 - a. U. T. Southwestern Medical Center - Dallas: Proposed Settlement of Medical Liability Litigation
 - b. U. T. Medical Branch - Galveston: Proposed Settlement of Medical Liability Litigation
2. Land Acquisition, Purchase, Exchange, Lease or Value of Real Property and Negotiated Contracts for Prospective Gifts or Donations - Section 2(f)
3. Personnel Matters [Section 2(g)] Relating to Appointment, Employment, Evaluation, Assignment, Duties, Discipline, or Dismissal of Officers or Employees

U. T. System: Consideration 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 Request for the Chancellor to Make Editorial Corrections Therein