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

**Committee and Board Meetings:**  
February 26-27, 2020  
Austin, Texas

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## MEETING OF THE BOARD

1. Minutes - U. T. System Board of Regents: Approval of Minutes of the regular meeting held on November 13-14, 2019; and the special called meetings held on November 6, 2019, and December 9, 2019
2. Lease - U. T. System: Authorization to lease approximately 4,044 square feet of additional space adjacent to 13,531 square feet of existing office space at 825 Town and Country Boulevard, Houston, Harris County, Texas, from CityCentre Five, LLC, or its successors, for mission and administrative use, including by the Office of University Lands

Description: Lease of approximately 4,044 square feet of office space adjacent to existing 13,531 square feet of office space, presently occupied by U. T. System's Office of University Lands in Houston, Texas, for administrative use. This lease space expansion will support, and is based upon, University Lands' strategic growth plans.

Lessor: CityCentre Five, LLC, a Delaware limited liability company

Term: Approximately 78 months with rent commencement anticipated to begin September 1, 2020. Lease will be coterminous with existing 13,531 square-foot lease through October 31, 2026, with one five-year renewal option.

Lease Cost: Per square foot expansion rental rates and operating expense costs will be the same as the existing office space, which are presently \$33.77 per square foot in base rent and \$16.40 per square foot for operating expenses. The total expansion space rent for the initial term is estimated to be \$925,900, with operating expenses estimated at \$471,900.

Tenant Improvements: Landlord will be responsible for performing the Tenant Improvement work and will provide a \$75 per square foot allowance. Lessee, at Lessee's expense, will provide the additional funds for improvement costs, which are expected to be up to an additional \$15 per square foot. Preliminary bids have been obtained that indicate the build-out will not exceed these figures.

Total Cost: The total expansion cost is estimated be \$2,842,700, with initial term base rent and operating expense costs of approximately \$1,398,000 and an additional \$60,700 in Lessee funded build-out. Renewal costs are estimated to be an additional \$1,384,000.

3. Other Matters - U. T. System: Approval of Newly Commissioned Peace Officers

In accordance with Section 51.203 of the *Texas Education Code*, the Board is asked to approve the Commissioning of the following Peace Officers. The Officers have completed training at the U. T. System Police Training Academy and passed the State of Texas Police Officer Licensing Examination, effective December 20, 2019.

<u>Name</u>	<u>Institution</u>
Lonnie D. Baker, II	U. T. San Antonio
Collin M. Hall	U. T. San Antonio
Aaron J. Hernandez	U. T. Medical Branch - Galveston
Jarrett W. Anderson	U. T. Austin
Kenton J. Kurz	U. T. Austin
Sue E. Mang	U. T. Austin
Shane H. Mayo	U. T. Austin
Rachel L. Nehlsen	U. T. Austin
Walter J. Spivey	U. T. Health Science Center - Houston
Daniel J. Trujillo	U. T. Health Science Center - Houston

**AUDIT, COMPLIANCE, AND RISK MANAGEMENT COMMITTEE**

No items for Consent Agenda

**FINANCE AND PLANNING COMMITTEE**

4. Other Fiscal Matters - U. T. System Board of Regents: Amendments to the Investment Policy Statements for the Permanent University Fund, the General Endowment Fund, the Permanent Health Fund, the Long Term Fund, and the Intermediate Term Fund, and amendments to the Liquidity Policy and the Derivative Investment Policy

The Chancellor and the Executive Vice Chancellor for Business Affairs concur in the recommendation of the Board of Directors of The University of Texas/Texas A&M Investment Management Company (UTIMCO) that the U. T. System Board of Regents approve the proposed amendments to the Investment Policy Statements, the Liquidity Policy, and the Derivative Investment Policy, as shown in congressional style on the following pages.

- a. Permanent University Fund (PUF) ([See Exhibit A - PUF and GEF](#))
- b. General Endowment Fund (GEF) ([See Exhibit A - PUF and GEF](#))
- c. Permanent Health Fund (PHF) ([See Exhibit B - PHF and LTF](#))
- d. Long Term Fund (LTF) ([See Exhibit B - PHF and LTF](#))

- e. Intermediate Term Fund (ITF) ([See Exhibit A - ITF](#))
- f. [Liquidity Policy](#)
- g. [Derivative Investment Policy](#)

The proposed amendments to PUF, GEF, PHF, LTF, and ITF reflect changes to the asset allocation framework to include the Public Strategic Partnership allocations (See Finance and Planning Committee [Item 7](#)). The amendments also set forth revised Asset Class targets and ranges effective March 1, 2020, after incorporation of the strategic partnerships allocations. In addition, general language related to derivatives will be changed to be consistent with proposed changes to the Derivative Investment Policy, and the benchmark for Real Return, Inflation Linked Bonds will be changed from “Bloomberg Barclays Global Inflation Linked TR Index” to “Bloomberg Barclays U.S. TIPS Index”.

It is recommended that the Liquidity Policy be amended to change the permitted maximum for illiquid investments for the ITF from “50% of the total portfolio for the ITF” to “55% of the total portfolio for the ITF” to accommodate the allocation to Directional Hedge Funds in the Global Equity Regime. The Liquidity Policy would also be amended to change the methodology for calculating unfunded commitments from “a percent of the total Net Asset Value of the Endowment Funds” to “a percent of the highest total Net Asset Value of the Endowment Funds over a trailing 24-month period”.

It is also recommended that the Derivative Investment Policy be amended to change Exhibit B, Delegated Derivative Investments #3 from “reduce Long Exposure to an Asset Class” to “reduce exposure to an Asset Class” to allow tactical asset allocation to express negative views on an asset class.

The UTIMCO Board approved the recommended amendments to the Investment Policy Statements, the Liquidity Policy, and the Derivative Investment Policy on December 5, 2019.



**EXHIBIT A - PUF and GEF  
ASSET CLASS TARGETS, RANGES, AND PERFORMANCE OBJECTIVES  
EFFECTIVE ~~SEPTEMBER 1, 2019~~ MARCH 1, 2020**

Asset Class	FYE 2020			Benchmark
	Min v Target <sup>(1)</sup>	Target <sup>(2)</sup>	Max v Target <sup>(1)</sup>	
<b>Global Equity:</b>				
U.S. Public Equity	2.0 -5.0%	7.5 6.8%	12.0 +5.0%	MSCI US with Net Dividends MSCI EAFE and Canada with Net Dividends MSCI World Index with Net Dividends
Non-U.S. Developed Public Equity	0.0 -5.0%	4.5 4.1%	10.0 +5.0%	
Global Developed Public Equity	3.0 -5.0%	10.0%	13.0 +5.0%	
<i>Total Developed Public Equity</i>	12.0 -5.0%	22.0 20.9%	26.0 +5.0%	
Emerging Markets Public Equity	5.0 -5.0%	9.0 8.5%	15.0 +5.0%	MSCI Emerging Markets Index with Net Dividends
<i>Total Public Equity</i>	22.0 -5.0%	31.0 29.4%	36.0 +5.0%	
Directional Hedge Funds	7.0 -5.0%	11.2%	17.0 +5.0%	HFRI Fund of Funds Composite
Private Equity	18.0 -10.0%	20.8%	27.0 +10.0%	Blended Cambridge Buyouts, Emerging Markets Private Equity and Venture Capital, Credit Opportunities, and Venture Capital
<b>Total Global Equity</b>	<b>56.0 -7.0%</b>	<b>63 61.4%</b>	<b>70.0 +7.0%</b>	
<b>Stable Value:</b>				
Investment Grade Fixed Income	2.0 -5.0%	7.0 6.6%	12.0 +5.0%	Bloomberg Barclays Global Aggregate Index - Hedged Bloomberg Barclays Capital Global High Yield Index
Credit-Related Fixed Income	0.0 -5.0%	0.0%	5.0 +5.0%	
<i>Total Fixed Income</i>	2.0 -5.0%	7.0 6.6%	12.0 +5.0%	
Cash	-5.0%	1.0%	6.0 +5.0%	3 month T-Bills
Stable Value Hedge Funds	2.0 -5.0%	10.0%	12.0 +5.0%	HFRI Fund of Funds Conservative
<b>Total Stable Value</b>	<b>11.5 -10.0%</b>	<b>18.0 17.6%</b>	<b>23.5 +6.0%</b>	
<b>Real Return:</b>				
Inflation Linked Bonds	0.0 -5.0%	1.3%	5.0 +5.0%	Bloomberg Barclays Global Inflation-Linked: <del>TR</del> -U.S. TIPS Index Gold Spot Price (XAU)
Gold	0.0 -5.0%	0.0%	5.0 +5.0%	
Commodities	0.0 -5.0%	0.0%	6.0 +5.0%	Bloomberg Commodity TRI
<i>Total Commodities</i>	0.0 -5.0%	0.0%	0.0 +5.0%	
Natural Resources	0.0 -5.0%	6.6%	12.0 +5.0%	Cambridge Natural Resources
Infrastructure	0.0 -5.0%	2.9%	9.0 +5.0%	Cambridge Infrastructure
Public Real Estate	0.0 -5.0%	0.0%	5.0 +5.0%	FTSE EPRA/NAREIT Developed Index Net TRIUSD
Private Real Estate	3.0 -5.0%	8.2%	13.0 +5.0%	Cambridge Real Estate
<b>Total Real Return</b>	<b>13.5 -6.0%</b>	<b>19.0%</b>	<b>25.5 +6.0%</b>	
<b>Strategic Partnerships</b>	<b>-5.0%</b>	<b>2.0%</b>	<b>+5%</b>	Blended Bloomberg Barclays Global Aggregate Index - Hedged, MSCI US with Net Dividends, MSCI EAFE and Canada with Net Dividends, and MSCI Emerging Markets Index with Net Dividends
<b>Total All Asset Classes</b>		<b>100.0%</b>		

The total Asset Class exposure, including the amount of derivatives exposure not collateralized by Cash, may not exceed 105% of the Asset Class exposure excluding the amount of derivatives exposure not collateralized by Cash.

POLICY/TARGET RETURN/RISKS <sup>(2)</sup>	FYE 2020
Expected 10-Year Annual Real Return (Benchmark)	4.22%
One Year Downside Volatility	11.05%
Risk Bounds	
Lower: 1 Year Downside Volatility	75.00%
Upper: 1 Year Downside Volatility	115.00%

(1) In relation to the Asset Class Target; with the exception of Cash, "Min" will not be below zero

(2) Asset Class Targets and Policy/Target Return/Risks reset monthly

**EXHIBIT B - PHF and LTF  
ASSET CLASS TARGETS, RANGES, AND PERFORMANCE OBJECTIVES  
EFFECTIVE ~~SEPTEMBER 1, 2019~~ MARCH 1, 2020**

Asset Class	FYE 2020			Benchmark
	Min v Target <sup>(1)</sup>	Target <sup>(2)</sup>	Max v Target <sup>(1)</sup>	
<b>Global Equity:</b>				
U.S. Public Equity	2.0 -5.0%	7.5 6.8%	12.0 +5.0%	MSCI US with Net Dividends MSCI EAFE and Canada with Net Dividends MSCI World Index with Net Dividends
Non-U.S. Developed Public Equity	0.0 -5.0%	4.5 4.1%	10.0 +5.0%	
Global Developed Public Equity	3.0 -5.0%	10.0%	13.0 +5.0%	
<i>Total Developed Public Equity</i>	12.0 -5.0%	22.0 20.9%	26.0 +5.0%	MSCI Emerging Markets Index with Net Dividends
Emerging Markets Public Equity	5.0 -5.0%	9.0 8.5%	15.0 +5.0%	
<i>Total Public Equity</i>	22.0 -5.0%	31.0 29.4%	36.0 +5.0%	
Directional Hedge Funds	7.0 -5.0%	11.2%	17.0 +5.0%	HFRI Fund of Funds Composite Blended Cambridge Buyouts, Emerging Markets Private Equity and Venture Capital, Credit Opportunities, and Venture Capital
Private Equity	18.0 -10.0%	20.8%	27.0 +10.0%	
<b>Total Global Equity</b>	<b>56.0 -7.0%</b>	<b>63 61.4%</b>	<b>70.0 +7.0%</b>	
<b>Stable Value:</b>				
Investment Grade Fixed Income	2.0 -5.0%	7.0 6.6%	12.0 +5.0%	Bloomberg Barclays Global Aggregate Index - Hedged Bloomberg Barclays Capital Global High Yield Index
Credit-Related Fixed Income	0.0 -5.0%	0.0%	5.0 +5.0%	
<i>Total Fixed Income</i>	2.0 -5.0%	7.0 6.6%	12.0 +5.0%	3 month T-Bills HFRI Fund of Funds Conservative
Cash	-5.0%	1.0%	6.0 +5.0%	
Stable Value Hedge Funds	2.0 -5.0%	10.0%	12.0 +5.0%	
<b>Total Stable Value</b>	<b>11.5 -10.0%</b>	<b>18.0 17.6%</b>	<b>23.5 +6.0%</b>	
<b>Real Return:</b>				
Inflation Linked Bonds	0.0 -5.0%	1.3%	5.0 +5.0%	Bloomberg Barclays Global Inflation-Linked: <del>TR</del> -U.S. TIPS Index Gold Spot Price (XAU)
Gold	0.0 -5.0%	0.0%	5.0 +5.0%	
Commodities	0.0 -5.0%	0.0%	6.0 +5.0%	Bloomberg Commodity TRI Cambridge Natural Resources Cambridge Infrastructure
<i>Total Commodities</i>	0.0 -5.0%	0.0%	0.0 +5.0%	
Natural Resources	0.0 -5.0%	6.6%	12.0 +5.0%	FTSE EPRA/NAREIT Developed Index Net TRIUSD Cambridge Real Estate
Infrastructure	0.0 -5.0%	2.9%	9.0 +5.0%	
Public Real Estate	0.0 -5.0%	0.0%	5.0 +5.0%	
Private Real Estate	3.0 -5.0%	8.2%	13.0 +5.0%	
<b>Total Real Return</b>	<b>13.5 -6.0%</b>	<b>19.0%</b>	<b>25.5 +6.0%</b>	
<b>Strategic Partnerships</b>	<b>-5.0%</b>	<b>2.0%</b>	<b>+5%</b>	Blended Bloomberg Barclays Global Aggregate Index - Hedged, MSCI US with Net Dividends, MSCI EAFE and Canada with Net Dividends, and MSCI Emerging Markets Index with Net Dividends
<b>Total All Asset Classes</b>		<b>100.0%</b>		

The total Asset Class exposure, including the amount of derivatives exposure not collateralized by Cash, may not exceed 105% of the Asset Class exposure excluding the amount of derivatives exposure not collateralized by Cash.

POLICY/TARGET RETURN/RISKS <sup>(2)</sup>	FYE 2020
Expected 10-Year Annual Real Return (Benchmark)	4.22%
One Year Downside Volatility	11.05%
Risk Bounds	
Lower: 1 Year Downside Volatility	75.00%
Upper: 1 Year Downside Volatility	115.00%

(1) In relation to the Asset Class Target; with the exception of Cash, "Min" will not be below zero

(2) Asset Class Targets and Policy/Target Return/Risks reset monthly

**EXHIBIT A - ITF  
ASSET CLASS TARGETS, RANGES, AND PERFORMANCE OBJECTIVES  
EFFECTIVE ~~SEPTEMBER 1, 2019~~ MARCH 1, 2020**

Asset Class	FYE 2020			Benchmark
	Min v Target <sup>(1)</sup>	Target <sup>(2)</sup>	Max v Target <sup>(1)</sup>	
<b>Global Equity:</b>				
U.S. Public Equity	0.0 -5.0%	3.3 3.1%	8.3 +5.0%	MSCI U.S. with Net Dividends
Non-U.S. Developed Public Equity	0.0 -5.0%	1.9%	6.9 +5.0%	MSCI EAFE and Canada with Net Dividends
Global Developed Public Equity	0.0 -5.0%	3.8 4.2%	8.8 +5.0%	MSCI World Index with Net Dividends
<i>Total Developed Public Equity</i>	2.0 -5.0%	9.2%	16.0 +5.0%	
Emerging Markets Public Equity	0.0 -5.0%	4.0 3.8%	9.0 +5.0%	MSCI Emerging Markets Index with Net Dividends
<i>Total Public Equity</i>	6.0 -5.0%	13.0%	20.0 +5.0%	
Directional Hedge Funds	32.0 -5.0%	43.0%	60.0 +5.0%	HFRI Fund of Funds Composite
<b>Total Global Equity</b>	<b>45.0 -7.0%</b>	<b>56.0%</b>	<b>62.0 +7.0%</b>	
<b>Stable Value:</b>				
Investment Grade Fixed Income	28.0 -5.0%	35.0%	42.0 +5.0%	Bloomberg Barclays Global Aggregate Index - Hedged
Cash	0.0 -5.0%	2.0%	8.0 +5.0%	3 month Tbilis
Stable Value Hedge Funds	2.0 -5.0%	7.0%	12.0 +5.0%	HFRI Fund of Funds Conservative
<b>Total Stable Value</b>	<b>36.0 -10.0%</b>	<b>44.0%</b>	<b>62.0 +6.0%</b>	
<b>Real Return:</b>				
Inflation Linked Bonds	0.0 -5.0%	0.0%	5.0 +5.0%	Bloomberg Barclays Global Inflation-Linked: <del>TR</del> -U.S. TIPS Index
Gold	0.0 -5.0%	0.0%	5.0 +5.0%	Gold Spot Price (XAU)
Commodities	0.0 -5.0%	0.0%	5.0 +5.0%	Bloomberg Commodity TRI
<i>Total Commodities</i>	0.0 -5.0%	0.0%	7.0 +5.0%	
Public Real Estate	0.0 -5.0%	0.0%	5.0 +5.0%	FTSE EPRA/NAREIT Developed Index Net TRIUSD
<b>Total Real Return</b>	<b>0.0 -6.0%</b>	<b>0.0%</b>	<b>7.0 +6.0%</b>	
<b>Total All Asset Classes</b>		<b>100.0%</b>		

The total Asset Class exposure, including the amount of derivatives exposure not collateralized by Cash, may not exceed 100% of the Asset Class exposure excluding the amount of derivatives exposure not collateralized by Cash.

POLICY/TARGET RETURN/RISKS <sup>(1)(2)</sup>	FYE 2020
Expected 10-Year Annual Real Return (Benchmark)	2.38%
One Year Downside Volatility	3.81%
Risk Bounds	
Lower: 1 Year Downside Volatility	75.00%
Upper: 1 Year Downside Volatility	115.00%

(1) In relation to the Asset Class Target; with the exception of Cash, "Min" will not be below zero

(2) Asset Class Targets and Policy/Target Return/Risks reset monthly

## The University of Texas/Texas A&M Investment Management Company Liquidity Policy

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Effective Date of Policy: ~~August 10, 2018~~ March 1, 2020  
Date Approved by U. T. System Board of Regents: ~~August 10, 2018~~ February 27, 2020  
Date Approved by UTIMCO Board: ~~July 26, 2018~~ December 5, 2019  
~~Original Effective Date of Policy: August 7, 2003~~  
Supersedes: Liquidity Policy dated ~~November 9, 2017~~ August 10, 2018

### **Purpose:**

The purpose of this Liquidity Policy is to establish limits on the overall liquidity profile of investments in (1) the Permanent University Fund (PUF) and the General Endowment Fund (GEF), hereinafter collectively referred to as the Endowment Funds and, (2) the Intermediate Term Fund (ITF). For the purposes of this policy, “liquidity” is defined as a measure of the ability of an investment position to be converted into Cash. The established liquidity profile limits will act in conjunction with, but do not supersede, the Investment Policies adopted by the U. T. System Board of Regents.

### **Objective:**

The objective of this Liquidity Policy is to control the element of total risk exposure of the Endowment Funds and the ITF stemming from the uncertainties associated with the ability to convert longer term investments to Cash to meet immediate needs or to change investment strategy, and the potential cost of that conversion.

### **Scope:**

This Liquidity Policy applies to all PUF, GEF, and ITF investments made by The University of Texas/Texas A&M Investment Management Company (UTIMCO), both by internal and by external managers. Policy implementation will be managed at the aggregate UTIMCO level and will not be a responsibility of individual internal or external managers managing a portion of the aggregate assets.

### **Definition of Liquidity Risk:**

“Liquidity risk” is defined as that element of total risk resulting from the uncertainty associated with both the cost and time period necessary to convert existing investment positions to Cash. Liquidity risk also entails obligations relating to the unfunded portions of capital commitments. Liquidity risk can result in lower than expected returns and reduced opportunity to make changes in investment positions to respond to changes in capital market conditions.

### **Definition of Cash:**

Cash is defined as short term (generally securities with time to maturity or mandatory purchase or redemption of three months or less), highly liquid investments that are readily convertible to known amounts and which are subject to a relatively small risk of changes in value. Holdings may include:

- the existing Dreyfus Institutional Preferred Money Market Fund mandate and any other UTIMCO Board approved SEC Rule 2a-7 money market fund rated AAAM by Standard & Poor’s or the equivalent by a Nationally Recognized Statistical Rating Organization (NRSRO),
- securities of the U.S. Treasury and U.S. Agencies and their instrumentalities with maturities of 397 days or less,
- separately managed accounts with investment guidelines equivalent to, or more stringent than, unaffiliated liquid investment funds rated AAAM by Standard & Poor’s Corporation or the equivalent by a NRSRO,
- the Custodian’s late deposit interest bearing liquid investment fund,
- municipal short term securities,
- commercial paper rated in the two highest quality classes by Moody’s Investor Service, Inc. (P1 or P2) or Standard & Poor’s Corporation (A1 or A2 or the equivalent),
- negotiable certificates of deposit with a bank that is associated with a holding company whose short-term rating meets the commercial paper rating criteria specified above or that has a certificate of deposit rating of 1 or better by Duff & Phelps, and

## The University of Texas/Texas A&M Investment Management Company Liquidity Policy

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- repurchase agreements and reverse repurchase agreements transacted with a dealer that is approved by UTIMCO and selected by the Federal Reserve as a Primary Dealer in U.S. Treasury securities and rated A-1 or P-1 or the equivalent.

### **Liquidity Risk Measurement-The Liquidity Profile:**

For the purposes of this Liquidity Policy, potential liquidity risk will be monitored by measuring the aggregate liquidity profile of the Endowment Funds and ITF. All individual investments within the Endowment Funds and ITF will be segregated into two categories:

- **Liquid:** Investments that could be converted to Cash within a period of 120 days or less in an orderly market at a discount of 10% or less.
- **Illiquid:** Investments that could be converted to Cash in an orderly market over a period of more than 120 days or in a shorter period of time by accepting a discount of more than 10%.

The UTIMCO Team will report individual investments within the Endowment Funds and ITF categorized as follows:

- **Cash:** Short term (generally securities with time to maturity or mandatory purchase or redemption of three months or less), highly liquid investments that are readily convertible to known amounts and which are subject to a relatively small risk of changes in value.
- **Liquid (Weekly):** Investments that could be converted to Cash within a period of one day to less than 7 days in an orderly market at a discount of 5% or less.
- **Liquid (Annual):** Investments that could be converted to Cash within a period of one day to less than 365 days in an orderly market at a discount of 10% or less.

The measurements necessary to segregate all existing investments into one of the two categories assume normally functioning capital markets and cash market transactions. In addition, swaps, derivatives, or other third party arrangements to alter the status of an investment classified as illiquid may be considered, with the prior approval of the UTIMCO Board or the Risk Committee, in determining the appropriate liquidity category for each investment.

The result of this liquidity risk measurement process will be a liquidity profile for the Endowment Funds and the ITF which indicates the percentage of the total portfolio assets within each liquidity category. This Liquidity Policy defines the acceptable range of percentage of total assets within each liquidity category, specifies when special review or action is required by the UTIMCO Team, when special action is required by the UTIMCO Board or the Risk Committee, and specifies the method of monitoring and presenting actual versus policy liquidity profiles.

### **Liquidity Policy Profile:**

The permitted maximum for **illiquid** investments for each of the Endowment Funds is 70% of the total portfolio for the Endowment Funds. Any **illiquid** investment made that would cause illiquidity to exceed 70% requires prior approval by the Risk Committee after consultation with The University of Texas System Office of Business Affairs.

The permitted maximum for **illiquid** investments for the ITF is ~~50~~55% of the total portfolio for the ITF. Any **illiquid** investment that would cause illiquidity to exceed ~~50~~55% requires prior approval by the Risk Committee after consultation with The University of Texas System Office of Business Affairs.

Risk Committee review of new investments above the permitted maximums will supplement, rather than replace, the procedures established by the UTIMCO Board for the approval of new investments.

## The University of Texas/Texas A&M Investment Management Company Liquidity Policy

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### Unfunded Commitments:

As used herein, “unfunded commitments” refers to capital that has been legally committed from an Endowment Fund and has not yet been called but may still be called by the general partner or investment manager. The Maximum Permitted Amount of unfunded commitments for each Endowment Fund is:

Unfunded Commitment as a percent of the highest total Net Asset Value  
-of the Endowment Funds over a trailing 24-month period: FY 14+ Beg March 1, 2020  
—————30.0%

No new commitments may be made for an Endowment Fund without approval from the Risk Committee if the actual amount of unfunded commitments for such Endowment Fund exceeds, or, as a result of such commitment, would exceed the Maximum Permitted Amount.

### Documentation and Controls:

Managing Directors responsible for each asset class are responsible for determining the liquidity category for each investment in that asset class as well as the amount of unfunded commitments. The determination of liquidity will include underlying security trading volumes, notice periods, redemption dates, lock-up periods, and “soft” and “hard” gates. These classifications will be reviewed by the Risk Manager and the Chief Compliance Officer, and must receive final approval from the Chief Investment Officer. Classifications and weights within each liquidity category will be updated and reported on a monthly basis. All new investments considered will be categorized by liquidity category, and a statement regarding the effect on overall liquidity and the amount of unfunded commitments for each Endowment Fund of the addition of a new investment must be an element of the due diligence process and will be a part of the recommendation report to the UTIMCO Board.

As additional safeguards, maximum illiquidity levels have been established as indicated above to require review and action by the UTIMCO Board or the Risk Committee in the event any investment action would cause the actual investment position in illiquid investments to exceed the permitted maximum illiquidity levels, or in the event market actions caused the actual investment position in illiquid investments to exceed the maximum illiquidity levels. In addition, any proposed investment actions which would increase the actual investment position in illiquid investments in any of the PUF, the GEF, or the ITF by 10% or more of the total asset value of such fund would also require review and action by the UTIMCO Board or the Risk Committee prior to the change. Any actual positions outside the policy ranges will be communicated to the Chief Investment Officer immediately. The Chief Investment Officer will then determine the process to be used to eliminate the exception and report promptly to the UTIMCO Board and the Risk Committee the circumstances of the deviation from Policy and the remedy to the situation. Furthermore, as indicated above, no new commitments may be made for an Endowment Fund without approval from the Risk Committee if the actual amount of unfunded commitments for such Endowment Fund exceeds, or, as a result of such new commitment, would exceed, the Maximum Permitted Amount.

### Reporting:

The actual liquidity profiles of the Endowment Funds and the ITF, including a detailed analysis of liquidity by category, and the status of unfunded commitments for each Endowment Fund, and compliance with this Liquidity Policy will be reported to the UTIMCO Board on at least a quarterly basis. Any exception to this Liquidity Policy and actions taken to remedy the exception will be reported promptly.

## The University of Texas/Texas A&M Investment Management Company Derivative Investment Policy

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Effective Date of Policy: ~~August 10, 2018~~ March 1, 2020  
Date Approved by U. T. System Board of Regents: ~~August 10, 2018~~ February 27, 2020  
Date Approved by UTIMCO Board: ~~July 26, 2018~~ December 5, 2019  
Supersedes: Derivative Investment Policy approved ~~July 21, 2016~~ August 10, 2018

### **Purpose:**

The purpose of this Derivative Investment Policy (the “Policy”) is to set forth the applications, documentation and limitations for investment in Derivative Investments in the Permanent University Fund (PUF), the General Endowment Fund (GEF), the Intermediate Term Fund (ITF), and the Separately Invested Funds (SIF), hereinafter referred to as the Funds. The Board of Regents approved investment policy guidelines for the Funds allow for investment in Derivative Investments provided that they are in compliance with the Policy. This Policy supplements the Investment Policy Statements for the Funds.

### **Objective:**

The objective of investing in Derivative Investments is to facilitate risk management and provide efficiency in the implementation of various investment strategies for the Funds. Derivative Investments can provide the Funds with more economical means to improve the Funds’ risk/return profile.

### **Scope:**

This Policy applies to all Derivatives Investments in the Funds that are executed by UTIMCO and by external managers operating under an Agency Agreement. This Policy does not apply to external managers operating under limited partnership agreements, offshore corporations, or through other Limited Liability Entities that limit the liability exposure of the Funds’ investments. Derivative policies for external managers are established on a case-by-case basis with each external manager, as described below.

This Policy applies to both Exchange Traded Derivatives and Over the Counter (OTC) Derivatives. This Policy shall not be construed to apply to commingled funds to which UTIMCO does not have full transparency and control of the underlying assets. These commingled investment vehicles are governed by separate investment policy statements.

### **External Managers:**

External managers are selected to manage the Funds’ assets under either an Agency Agreement or through a Limited Liability Entity. An external manager operating under an Agency Agreement may engage in Derivative Investments only if (i) such manager has been approved to use Derivative Investments by UTIMCO and (ii) the Derivative Investments are consistent with the overall investment objectives of the related account and in compliance with this Policy. The use of Derivative Investments by an external manager operating under an Agency Agreement shall be approved by UTIMCO only for external managers that (i) demonstrate investment expertise in their use, (ii) have appropriate risk management and valuation policies and procedures, (iii) have the legal and investment expertise to limit the downside effects of the proposed derivatives and (iv) effectively monitor and control their use.

While this Policy does not specifically include external managers operating through a Limited Liability Entity, it is noted that selecting and monitoring external managers through a Limited Liability Entity requires a clear understanding of the external managers’ use of Derivative Investments, particularly as it relates to various risk controls and leverage. The permitted uses of Derivative Investments and leverage must be fully documented in the limited liability agreements with these managers.

### **Definition of Derivatives:**

Derivatives are financial instruments whose value is derived, in whole or part, from the value of one or more underlying securities or assets, or index of securities or assets (such as bonds, stocks, commodities, and currencies). For the purposes of this Policy, derivatives shall include Derivative Investments as defined in Exhibit A. If it is unclear whether a particular financial instrument meets the definition of Derivative Investment, the Managing Director - Risk Management and Chief Compliance Officer, in consultation with the Chief Investment Officer (“CIO”) or Deputy Chief Investment Officer

## The University of Texas/Texas A&M Investment Management Company Derivative Investment Policy

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("Deputy CIO"), will determine whether the financial instrument is a Derivative Investment. The CIO or Deputy CIO will report such determinations to the Chairman of the Risk Committee.

### **Permitted Derivative Applications:**

The primary intent of derivatives should be to hedge risk in portfolios or to implement investment strategies more effectively and at a lower cost than would be possible in the Cash Market.

Permitted Derivative Applications are Derivative Investments used:

- To implement investment strategies in a low cost and efficient manner;
- To alter the Funds' market (systematic) exposure without trading the underlying Cash Market securities through purchases or short sales, or both, of appropriate derivatives;
- To construct portfolios with risk and return characteristics that could not be created with Cash Market securities;
- To hedge and control risks; or
- To facilitate transition trading.

UTIMCO may not enter into any Derivative Investment that is not a Permitted Derivative Application. To the extent a new Derivative Investment recommended by UTIMCO or for the engagement of an external manager operating under an Agency Agreement that has been approved by UTIMCO is a Permitted Derivative Application but is not of the types set forth on Exhibit B, any Director may require a complete review of the new Derivative Investment prior to implementation. Notwithstanding the foregoing, UTIMCO's CIO or Deputy CIO, the Managing Director - Risk Management, or Chief Compliance Officer may determine that presentation and approval of the proposed Derivative Investment at a Risk Committee meeting is warranted before engaging in the Derivative Investment.

### **Risk and Investment Policy Controls:**

Prior to the implementation of one or more similar Derivative Investments, UTIMCO will model the impact of the derivative on the Funds' projected downside volatility, and exposure to the respective Asset Class to ensure that the Funds remain within the permissible ranges as set forth in the Funds' Investment Policy Statements.

### **Documentation and Controls:**

Prior to the implementation of one or more similar Derivative Investments by UTIMCO, UTIMCO shall document the purpose, valuation method, methods for calculating delta, delta-adjusted exposure, Asset Class exposure, the effect on portfolio leverage (if applicable), risks (including, but not limited to modeling, pricing, liquidity and Counterparty risks), the expected increase or reduction in risk resulting from the Derivative Investments, and the procedures in place to monitor and manage the derivative exposure. For any short exposure, UTIMCO shall also document the basis risk and appropriate stop-loss procedures. UTIMCO shall establish appropriate risk management procedures and the appropriate frequency to monitor the risk of (i) internally managed Derivative Investments and (ii) externally managed accounts operating under Agency Agreements that permit derivatives. Internal control procedures to properly account and value the Funds' exposure to the Derivative Investment shall be fully documented.

### **Additional Risk Mitigants**

**Leverage:** Leverage is inherent in many Derivative Investments. In Cash Markets, in most cases, the cash outlay is equal to the market exposure acquired. By contrast, Derivative Investments offer the possibility of establishing – for the same cash outlay – substantially larger market exposure. Therefore, risk management and control processes must focus on the total risk assumed in a Derivative Investment. Exhibits A of the Fund's Investment Policy Statements provide a limitation on the amount of uncollateralized derivative exposure that can be utilized by the Funds whereby, the total Asset Class exposure, including the amount of derivatives exposure not collateralized by cash, may not exceed 105% (100% in the ITF) of the Asset Class exposure excluding the amount of derivative exposure not collateralized by cash.

**Counterparty Risks:** Rigorous Counterparty selection criteria shall be required to minimize Counterparty risk for Over the Counter (OTC) Derivatives. In order to be eligible as a Counterparty to an OTC derivative transaction with the Funds, whether the trade is initiated by UTIMCO, by an external manager under Agency Agreement, or by a Limited Liability Entity where UTIMCO has full transparency and control of the underlying assets, the Counterparty must have a credit



## **The University of Texas/Texas A&M Investment Management Company Derivative Investment Policy**

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rating of at least A- (Standard and Poor's) or A3 (Moody's), unless an exception is approved by the Managing Director - Risk Management and by the CIO or Deputy CIO. All OTC derivatives, with the exception of Derivative Investments where ISDA is not available or the market standard (e.g., Bona Fide Spot Foreign Exchange Transactions, participation notes (P-notes) and low exercise purchase options (LEPOs)), must be subject to established ISDA Netting Agreements and have full documentation of all legal obligations of the Funds. In limited circumstances, the August 2012 DF Protocol Agreement, as published on August 13, 2012 (the "August Protocol Agreement") and the 2002 ISDA Master Agreement with a Schedule (an "ISDA March 2013 DF Protocol Master Agreement"), developed in connection with ISDA's Dodd-Frank Documentation Initiative to implement and comply with the regulatory requirements imposed under Title VII of the Dodd-Frank Wall Street Reform and Consumer Protection Act, may be used in place of an ISDA Netting Agreement or on a temporary basis until an ISDA Netting Agreement with the Counterparty has been executed. In the event a Counterparty is downgraded below the minimum credit rating requirement, UTIMCO will take appropriate action to protect the interests of the Funds.

The net market value, net of collateral postings, of all OTC derivatives for any individual Counterparty may not exceed 30bps of the total market value of the Funds.

### **Risk Management and Compliance:**

To ensure compliance with all terms and limitations of this Policy, all internally managed and externally managed Derivative Investments in accounts under Agency Agreements will be marked to market by the Funds' custodian and reviewed periodically, but no less frequently than monthly, for accuracy by the UTIMCO Managing Director - Risk Management. In addition, data from the external risk model will be reviewed for accuracy and completeness by the UTIMCO Managing Director - Risk Management.

Compliance with this Policy will be monitored by the UTIMCO Chief Compliance Officer using data provided by the custodian and the external risk model.

Any instances of noncompliance with this Policy will be reported immediately to the UTIMCO Chief Compliance Officer and to the UTIMCO CIO or Deputy CIO, who will determine the appropriate remedy and report promptly to the Chairs of the Risk Committee, the Audit & Ethics Committee, and the UTIMCO Board Chairman. The UTIMCO Board Chairman may waive immediate remedial action in appropriate circumstances.

### **Reporting:**

On a quarterly basis, UTIMCO shall provide a comprehensive report to UTIMCO's Board and the Risk Committee. This report shall include all outstanding Derivative Investments, by type, entered into during the period being reported for both internal managers and external managers operating under Agency Agreements. Asset allocation as provided in the Funds' Investment Policy Statements shall incorporate the impact of uncollateralized derivative exposure associated with Derivative Investments. For risk reporting purposes, the models used to calculate the expected profit or loss in each scenario will include the effect of delta sensitivity and other derivative sensitivity parameters as appropriate. Risk calculations will take into account leverage, correlation, and exposure parameters such as beta for equities and duration for fixed income. The UTIMCO Managing Director - Risk Management will calculate risk attribution - i.e., how much of the overall risk is attributed to each Asset Class, including the full effect on risk of the Derivative Investments in each. The UTIMCO Managing Director - Risk Management will calculate risk attribution for each Derivative Investment.

**The University of Texas/Texas A&M Investment Management Company  
Derivative Investment Policy**

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**Derivative Investment Policy Exhibit A  
Glossary of Terms**

**Agency Agreement** – A form of legal agreement that typically grants limited investment discretion to an external investment manager to act as the investment agent of the Funds but does not limit the liability of the Funds for actions taken by that agent.

**Basket** – A group of securities and a weighting scheme, or a proprietary index. Baskets are typically defined to achieve a certain investment goal, within certain limitations. For example, a Basket could replicate an emerging market index, excluding certain companies that UTIMCO is not permitted to hold.

**Bona Fide Spot Foreign Exchange Transaction** – An agreement, contract or transaction for the purchase or sale of an amount of foreign currency equal to the price of a foreign security with respect to which (i) the security and related foreign currency transactions are executed contemporaneously in order to effect delivery by the relevant securities settlement deadline and (ii) actual delivery of the foreign security and foreign currency occurs by such deadline (such transaction, a “Securities Conversion Transaction”). For Securities Conversion Transactions, the Commodity Futures Trading Commission (CFTC) will consider the relevant foreign exchange spot market settlement deadline to be the same as the securities settlement deadline. A Bona Fide Spot Foreign Exchange Transaction generally settles via actual delivery of the relevant currencies within a few business days; however, settlement may take longer due to differences in international market conditions.

**Cash Market** - The physical market for a commodity or financial instrument.

**Counterparty** - The entity with which a Derivative Investment is transacted, and which is not a national or international exchange.

**Derivative Investment** – A financial instrument whose value is derived, in whole or part, from the value of one or more underlying securities or assets, or index of securities or assets. A Derivative Investment can be either an Exchange Traded Derivative or an Over the Counter (OTC) Derivative. For the purpose of this Policy, Derivative Investments will include:

- All Over the Counter (OTC) Derivatives, with the exception of Bona Fide Spot Foreign Exchange Transactions, mortgage-backed securities, asset-backed securities, and collateralized mortgage obligations.
- As for Exchange Traded Derivatives, the definition will only include Futures Contracts, listed Options, and cleared Swaps; in particular, the definition will not include exchange traded funds (“ETFs”) and depository receipts (“DRs”).

**Exchange Traded Derivatives** - A Derivative Investment traded on an established national or international exchange. These derivatives “settle” daily in that cash exchanges are made between the exchange and parties to the contracts consistent with the change in price of the instrument. Fulfillment of the contract is guaranteed by the exchange on which the derivatives are traded. Examples include S&P 500 Futures Contracts and Goldman Sachs Commodities Index Futures Contracts.

**Forward Contract** - A non-standardized contract for the physical or electronic (through a bookkeeping entry) delivery of a commodity or financial instrument at a specified price at some point in the future. The most typical Forward Contract is a forward foreign currency contract, which involves the contemplated exchange of two currencies.

**Futures Contract** - A standardized contract for either the physical delivery of a commodity or instrument at a specified price at some point in the future, or a financial settlement derived from the change in market price of the commodity or financial instrument during the term of the contract.

**ISDA Netting Agreement** - The International Swaps and Derivatives Association (ISDA) is the global trade association representing participants in the privately negotiated derivatives industry, covering swaps and options across all asset classes. ISDA has produced generally accepted “Master Agreements,” a 1992 Master Agreement and a 2002 Master

## **The University of Texas/Texas A&M Investment Management Company Derivative Investment Policy**

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Agreement, that are used by most counterparties in OTC derivatives. Netting agreements are terms within the applicable Master Agreement that deal with the calculation of exposure for each Counterparty. These netting agreements require that exposures between counterparties will be “netted” so that payables and receivables under all existing derivatives between two Counterparties are offset in determining the net exposure between the two Counterparties.

**Limited Liability Entity** – A legal entity created to define how assets contributed to the entity by external partners to the agreement will be managed by the manager of the entity. These entities are typically limited liability partnerships, corporations, or other such entities that limit the liability of external investors to the current value of the external investors’ investment in the entity.

**Long Exposure to an Asset Class** – The Net Asset Value of the Asset Class and Investment Type as defined in the Funds’ Investment Policy Statement.

**Option** - A derivative that conveys the right but not the obligation to buy or deliver the subject financial instrument at a specified price, at a specified future date.

**Over the Counter (OTC) Derivatives** - A derivative which results from direct negotiation between two entities, a buyer/seller and a Counterparty. The terms of such derivatives are non-standard and are the result of specific negotiations. Settlement occurs at the negotiated termination date, although the terms may include interim cash payments under certain conditions. Examples include currency swaps and Forward Contracts, interest rate swaps, and collars.

**Replicating Derivatives** – Derivatives that are intended to replicate the return characteristics of an underlying index or any other Cash Market security.

**Swap** - A contract whereby the parties agree to exchange cash flows of defined investment assets in amounts and times specified by the contract.

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Derivative Investment Policy**

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**Derivative Investment Policy Exhibit B  
Delegated Derivative Investments**

Subject to the limitations contained in the Derivative Investment Policy, the UTIMCO Board hereby delegates to the UTIMCO Chief Executive Officer the authority to enter into the following Derivative Investments:

Delegated Derivative Investments:

1. Replicating Derivatives - Derivative Investments that replicate the return characteristics of a long exposure to an underlying index, Basket or commodity. These investments are generally Futures Contracts and swaps on a passive index, Basket or commodity.
2. Derivative Investments that upon their expiration would not exceed the loss of a similar investment in the cash market equivalent being referred to in the derivative contract. These investments may include swaps whereby the holder of the instrument will forgo potential upside return in exchange for downside protection or receive a multiple of a referenced return should the return of the underlying referenced cash market equivalent be within a certain range and may also include the selling of put options.
3. Derivative Investments that reduce ~~Long Ex~~posure to an Asset Class or hedge against risk, and limit maximum loss to the premium paid for the Derivative Investment, i.e., purchase options. The aggregate prorated annual premium of all Derivative Investments under this provision shall be as set forth in the respective Fund's Investment Policy Statement.
4. Futures Contracts and Forward Contracts on foreign currency if used (i) by an external fixed income manager within its investment guidelines, (ii) for hedging purposes by an external equities manager within its investment guidelines, or (iii) to hedge existing or prospective foreign currency risk or to gain long exposure to a foreign currency by UTIMCO.
5. Derivative Investments used to manage bond duration or hedge equity exposure to countries, sectors or capitalization factors, or individual stock(s) swaps within the portfolio only if subsequent to the investment the portfolio would not be net short to any one of those factors. An example of such a hedge is selling Futures Contracts or call options on a country or sector index, provided the manager is exposed to that country or sector.
6. Derivative Investments used to gain Long Exposure to an Asset Class and limit maximum loss to the premium paid for the Derivative Investment.

The delegated authority set forth above should not be construed to permit UTIMCO to enter into Derivative Investments that are unhedged and have the potential for unlimited loss.

Modeling: Each Delegated Derivative Investment must be such that it can be decomposed into one or more components, and each said component can be modeled using a model such as the CDS valuation model, Black-Scholes model, including modifications for foreign currency ("Quanto"), allowing both normal and log-normal distributions (the Black model), and modifications to handle dividends or other model approved by the Policy Committee.

Leverage: Each Delegated Derivative Investment must be modeled on a fully collateralized basis. During the course of the investment, cash collateral backing a Derivative Investment may be utilized to invest in other investments thereby creating leverage at the Fund level. This is only allowed if within the Funds' Investment Policy Statements.

5. Contract (funds going out) - U. T. System: ProctorU, Inc., to provide a cloud-based solution for student secure testing and proctoring services

Agency: ProctorU, Inc.

Funds: To be paid by the U. T. institutions requesting services under this Agreement. It is possible expenditures may exceed \$1,000,000 over the term of the contract. Although no cap amount is recommended for this contract, the contract value is not expected to exceed \$10,000,000.

Period: November 8, 2019 through November 7, 2022; with option to renew for two additional one-year terms

Description: ProctorU, Inc., will provide a cloud-based solution for student secure testing and proctoring services. This Agreement was competitively bid.

The U. T. System Office of Academic Affairs will closely monitor the spend over the life of the Agreement.

6. Contract (funds going out) - U. T. System: Proctor.io Incorporated to provide a cloud-based solution for student secure testing and proctoring services

Agency: Proctor.io Incorporated

Funds: To be paid by the U. T. institutions requesting services under this Agreement. It is possible expenditures may exceed \$1,000,000 over the term of the contract. Although no cap amount is recommended for this contract, the contract value is not expected to exceed \$10,000,000.

Period: November 8, 2019 through November 7, 2022; with option to renew for two additional one-year terms

Description: Proctor.io Incorporated will provide a cloud-based solution for student secure testing and proctoring services. This Agreement was competitively bid.

The U. T. System Office of Academic Affairs will closely monitor the spend over the life of the Agreement.

7. Contract (funds going out) - U. T. System: Honorlock, Inc., to provide a cloud-based solution for student secure testing and proctoring services

Agency: Honorlock, Inc.

Funds: To be paid by the U. T. institutions requesting services under this Agreement. It is possible expenditures may exceed \$1,000,000 over the term of the contract. Although no cap amount is recommended for this contract, the contract value is not expected to exceed \$10,000,000.

Period: November 25, 2019 through November 24, 2022; with option to renew for two additional one-year terms

Description: Honorlock, Inc., will provide a cloud-based solution for student secure testing and proctoring services. This Agreement was competitively bid.

The U. T. System Office of Academic Affairs will closely monitor the spend over the life of the Agreement.

8. Contract (funds going out) - U. T. System: Copyleaks, Inc., to provide cloud-based solution plagiarism detection software services

Agency: Copyleaks, Inc.

Funds: To be paid by the U. T. institutions requesting services under this Agreement. It is possible expenditures may exceed \$1,000,000 over the term of the contract. Although no cap amount is recommended for this contract, the contract value is not expected to exceed \$10,000,000.

Period: October 21, 2019, through October 20, 2022; with option to renew for two additional one-year terms

Description: Copyleaks, Inc., will provide cloud-based solution plagiarism detection software services. This Agreement was competitively bid.

The U. T. System Office of Academic Affairs will closely monitor the spend over the life of the Agreement.

9. Contract (funds going out) - U. T. System: Plagix, LLC, dba Unicheck, to provide cloud-based solution plagiarism detection software services

Agency: Plagix, LLC, dba Unicheck

Funds: To be paid by the U. T. institutions requesting services under this Agreement. It is possible expenditures may exceed \$1,000,000 over the term of the contract. Although no cap amount is recommended for this contract, the contract value is not expected to exceed \$10,000,000.

Period: November 6, 2019, through November 5, 2022; with option to renew for two additional one-year terms

Description: Plagix, LLC, dba Unicheck, will provide cloud-based solution plagiarism detection software services. This Agreement was competitively bid.

The U. T. System Office of Academic Affairs will closely monitor the spend over the life of the Agreement.

10. Contract (funds going out) - U. T. System: Disaster Recovery Services, LLC, will provide emergency and recovery services related to disaster events

Agency: Disaster Recovery Services, LLC

Funds: To be paid by U. T. System or the U. T. institutions requesting services under this Agreement. It is possible expenditures may exceed \$1,000,000 over the potential five-year term. Because it will be accessed only in true emergencies, no contract cap is recommended for this Agreement.

Period: October 1, 2019 through September 30, 2020; with option to renew for four additional one-year terms

Description: This nonexclusive Systemwide Agreement allows U. T. System and each U. T. institution to request the contractor to perform project identification, project claims processing, project preparation, and project reporting services. This Agreement was competitively bid.

The U. T. System Office of Risk Management will closely monitor the spend over the life of the Agreement.

11. Contract (funds going out) - U. T. System: DCMC, LLC, dba DCMC Partners, to perform disaster recovery services

Agency: DCMC, LLC, dba DCMC Partners

Funds: To be paid by U. T. System or the U. T. institutions requesting services under this Agreement. It is possible the expenditures may exceed \$1,000,000 over the potential five-year term. Because it will be accessed only in true emergencies, no contract cap is recommended for this Agreement.

Period: October 1, 2019 through September 30, 2020; with option to renew for four additional one-year terms

Description: This nonexclusive Systemwide Agreement allows U. T. System and each U. T. institution to request the contractor to perform project identification, project claims processing, project preparation, and project reporting services. This Agreement was competitively bid.

The U. T. System Office of Risk Management will closely monitor the spend over the life of the Agreement.

12. Contract (funds going out) - U. T. System: Half Associates to perform environmental services

Agency: Half Associates, Inc.

Funds: To be paid by U. T. System or the U. T. institutions requesting services under this Agreement. It is possible expenditures may exceed \$1,000,000 over the potential five-year term. Although no cap amount is recommended for this contract, the contract value is not expected to exceed \$10,000,000.

Period: January 1, 2020 through December 31, 2024

Description: This nonexclusive Systemwide Agreement allows U. T. System and each U. T. institution to request the contractor to perform environmental services. This Agreement was competitively bid.

The U. T. System Office of Risk Management will closely monitor the spend over the life of the Agreement.



13. Contract (funds going out) - U. T. System: WTC Consulting, Inc., to provide security sustainability review services

Agency: WTC Consulting, Inc.

Funds: To be paid by U. T. System. It is possible expenditures may exceed \$1,000,000 over the term of the contract. Although no cap amount is recommended for this contract, the contract value is not expected to exceed \$1,500,000.

Period: February 7, 2020 through August 6, 2022; with option to renew for one additional one-year term

Description: This Agreement allows U. T. System to request the contractor to perform security sustainability review services. This Agreement was competitively bid.

The U. T. System Information Security Office will closely monitor the spend over the life of the Agreement.

14. Contract (funds going out) - U. T. System: Amendment to Agreement with Neos Consulting Group, LLC, to provide Enterprise Resource Planning (ERP) staff augmentation services to support the Office of Shared Information Services

Agency: Neos Consulting Group, LLC

Funds: Not to exceed \$1,250,000

Period: March 1, 2020 through March 11, 2021; with option to renew for two additional one-year terms

Description: Neos Consulting Group, LLC, to provide staff augmentation services and Enterprise Resource Planning (ERP) resources to support projects for all campuses and entities Shared Information Services (SIS) supports. The original contract dated March 12, 2018, had a fee cap of \$750,000 and did not require Board approval. This Amendment increases the fee cap to \$1,250,000. This request is due to expanded scope of PeopleSoft projects being supported by SIS and will be paid for by redistributing previously budgeted and unused dollars from other nonexclusive contracts in place to support this change. The initial contract was competitively bid.

15. Contract (funds going out) - U. T. System: Amendment to Agreement with r2 Technologies, Inc., to provide PeopleSoft information technology staff augmentation services to support the Office of Shared Information Services

Agency: r2 Technologies, Inc.

Funds: Amendment to existing contract for an addition of up to \$1,000,000, bringing the estimated contract total of \$3,000,000

Period: March 1, 2020 through November 13, 2021; with option to renew for two additional one-year terms

Description: Amendment of existing Agreement with r2 Technologies, Inc., to continue providing staff augmentation services for PeopleSoft information technology resources to support projects for all campuses and entities Shared Information Services (SIS) supports. The original contract was approved by the Board on November 15, 2018, and had a fee cap of \$2,000,000. This Amendment increases the fee cap to \$3,000,000. This increase is due to expanded scope of PeopleSoft projects being supported by SIS and will be paid for by redistributing previously budgeted and unused dollars from other nonexclusive contracts in place to support this change. The initial contract was competitively bid.

16. Contract (funds going out) - U. T. System: Amendment to existing Agreement with The Burgundy Group, Inc., to continue to perform enhancement services and break-fix support for the Office of Shared Information Services

Agency: The Burgundy Group, Inc.

Funds: Amendment to existing contract for an addition of up to \$1,900,000, bringing the estimated contract total to \$3,900,000

Period: April 4, 2020 through April 3, 2022; with option to renew for two additional one-year terms

Description: Amendment of existing Agreement with The Burgundy Group, Inc., to continue providing the Office of Shared Information Services with professional services necessary to support break-fix and enhancement services in the following PeopleSoft application suites: Finance, Human Capital Management, Campus Solutions, and PeopleSoft Interaction Hub (formally PeopleSoft Portal). The initial contract was approved by the Board on May 10, 2017, and an amendment was approved by the Board on May 1, 2018. This amendment extends the term of the Agreement by one year and increases the contract cap from \$2,00,000 to \$3,900,000. Shared Information Services has previously allocated budget for this work. The initial contract was competitively bid.

17. Contract (funds going out) - U. T. System: Amendment to existing Agreement with ERP Analysts, Inc., to continue to perform enhancement services and break-fix support for the Office of Shared Information Services

Agency: ERP Analysts, Inc.

Funds: Amendment to existing contract for an addition of up to \$1,550,000, bringing the estimated contract total to \$3,550,000

Period: April 2, 2020 through April 1, 2022; with option to renew for two additional one-year terms

Description: Amendment of existing Agreement with ERP Analyst, Inc., to continue providing the Office of Shared Information Services with professional services necessary to support break-fix and enhancement services in the following PeopleSoft application suites: Finance, Human Capital Management, Campus Solutions, and PeopleSoft Interaction Hub (formally PeopleSoft Portal). The initial contract was approved by the Board on May 10, 2017, and an amendment was approved by the Board on May 1, 2018. This amendment extends the term of the Agreement by one year and increases the contract cap from \$1,550,000 to \$3,550,000. Shared Information Services has previously allocated budget for this work. The initial contract was competitively bid.

18. Contract (funds going out) - U. T. System: Medline Industries, Inc., to distribute medical and surgical products to U. T. Southwestern Medical Center, U. T. Medical Branch - Galveston, and U. T. M. D. Anderson Cancer Center

Agency: Medline Industries, Inc.

Funds: \$960,000,000 total contract spend by U. T. Southwestern Medical Center, U. T. Medical Branch - Galveston, and U. T. M. D. Anderson Cancer Center over the full term of Agreement, including possible extensions. The Agreement also allows for participation by other institutions, if and when U. T. System and Medline discuss and agree on appropriate business terms relating to such participation.

Period: November 1, 2019 through December 31, 2021; with option to renew for three additional two-year terms

Description: The Master Agreement aggregates the demand for distribution of medical and surgical products at the institutions noted above and leverages this demand to secure better supply terms than any individual institution could achieve on its own. The Master Agreement was negotiated by the U. T. System Supply Chain Alliance and provides for enhancements to pricing and other terms under a supply contract that was competitively procured by Premier Healthcare Alliance, an external group purchasing organization accredited by U. T. System as meeting its procurement standards.

The Master Agreement qualifies for exemption from approval by the U. T. System Board of Regents under Regents' *Rules and Regulations*, Rule 10501, Section 2.2.7, which exempts purchases made under a group purchasing program that follow applicable statutory and regulatory standards. However, the Executive Vice Chancellor for Business Affairs requested that the Agreement be presented to the Board for approval because of the amount of anticipated contract spend.

The Master Agreement contains a provision requiring review and approval by the Board.

19. Contract (funds going out) - U. T. System: Jaggaer, LLC (formerly SciQuest) to license and implement software to equip six U. T. institutions with an eCommerce solution for commonly purchased goods and services

Agency: Jaggaer, LLC (formerly SciQuest)

Funds: Five-year software subscription service (with fees paid directly by U. T. institutions) for an aggregate amount of approximately \$2,100,000

Period: September 28, 2019 through September 27, 2024

Description: U. T. System recently executed an Agreement with Jaggaer, LLC, to license eCommerce tools that will facilitate Amazon-like shopping for goods and services purchased by six U. T. institutions (U. T. System Administration, U. T. Arlington, U. T. Permian Basin, U. T. Tyler, U. T. Health Science Center - San Antonio, and U. T. Health Science Center - Tyler). This Agreement extends earlier subscriptions of eCommerce tools from SciQuest by the same institutions, as approved by the Board of Regents on November 9, 2016, for an amount estimated not to exceed \$1,400,000.

The six U. T. institutions (U. T. System Administration, U. T. Arlington, U. T. Permian Basin, U. T. Tyler, U. T. Health Science Center - San Antonio, and U. T. Health Science Center - Tyler) are projected to continue realizing cost savings, personnel cost avoidances, and purchasing efficiencies from utilization of the eCommerce tools. U. T. System Administration executed an exclusive acquisition justification form to document the need to continue utilizing the software from Jaggaer.

20. Contract (funds going out) - U. T. System: PaymentWorks, Inc., to provide vendor onboarding and information management software

Agency: PaymentWorks, Inc.

Funds: To be paid by U. T. System under this Agreement and reimbursed to U. T. System Administration by the requesting U. T. institutions. Total contract value of \$1,022,500 over the full contract term, including renewal options.

Period: December 20, 2019 through December 19, 2024; with option to renew for two additional one-year terms

Description: PaymentWorks, Inc., will provide the requesting institution(s) with vendor information management software services to assist with on-boarding vendors, maintenance, and updating vendor information. The participating institutions are: U. T. System Administration, U. T. Arlington, U. T. Rio Grande Valley, U. T. Permian Basin, U. T. Dallas, U. T. El Paso, U. T. San Antonio, and U. T. Tyler. This Agreement was competitively bid.

21. Contract (funds going out) - U. T. System: Amendments to Agreements with Grant Cooper & Associates, Inc., Isaacson Miller, Inc., Korn Ferry International, Opus Executive Partners, Russell Reynolds Associates, Inc., Storbeck Pimentel & Associates, and Witt/Kieffer Inc. to provide Executive Search services to U. T. System and U. T. institutions

It is recommended that the Board of Regents approve amendments to existing contracts for executive search services to 1) extend the contract termination date for contracts with all firms listed below from March 1, 2020 to August 31, 2020; and 2) increase the Fee Cap for contracts with four of those firms as noted below, consistent with the extended contracts.

The initial agreement with each firm was awarded following a Request for Proposal (RFP) process finalized on September 27, 2017. A recent assessment of the approach by U. T. System and U. T. institutions to the use of executive search services resulted in plans to issue a new RFP, with selection of vendors to be made no later than September 1, 2020. The recommended term extension and Fee Cap increases will allow for continued use of executive search services by U. T. System and U. T. institutions until new agreements can be awarded following the RFP process. The proposed Fee Cap increases are based on utilization of each agreement over the last year. With the exception of the agreements with Opus Executive Partners and Storbeck Pimentel & Associates, which did not require earlier Board approval as the contract caps fell within the contract delegation threshold, the contract term and Fee Caps for all firms were approved by the Board on February 26, 2019.

<u>Firm</u>	<u>Fee Cap</u>
Grant Cooper & Associates	\$2,500,000, up from \$1,720,000
Isaacson Miller, Inc.	\$1,720,000 (no change)
Korn Ferry International	\$4,200,000, up from \$3,720,000
Opus Executive Partners	\$1,200,000, up from \$900,000
Russell Reynolds Associates, Inc.	\$1,720,000 (no change)
Storbeck Pimentel & Associates	\$1,200,000, up from \$900,000
Witt/Kieffer Inc.	\$1,720,000 (no change)

22. Real Estate Report - U. T. System: Summary Report of Separately Invested Assets Managed by U. T. System

**THE UNIVERSITY OF TEXAS SYSTEM  
SEPARATELY INVESTED ASSETS  
Managed by U. T. System  
Summary Report at November 30, 2019**

	FUND TYPE							
	Current Purpose Restricted		Endowment and Similar Funds		Annuity and Life Income Funds		TOTAL	
	Book	Market	Book	Market	Book	Market	Book	Market
<b>Land and Buildings:</b>								
Ending Value 08/31/2019	\$ 1,666,062	\$ 18,221,384	\$ 96,364,408	\$ 493,315,684	\$ 137,270	\$ 204,284	\$ 98,167,740	\$ 511,741,352
Increase or Decrease	1,545,585	1,545,585	(287,791)	(9,208,702)	-	-	1,257,794	(7,663,117)
Ending Value 11/30/2019	<u>\$ 3,211,647</u>	<u>\$ 19,766,969</u>	<u>\$ 96,076,617</u>	<u>\$ 484,106,982</u>	<u>\$ 137,270</u>	<u>\$ 204,284</u>	<u>\$ 99,425,534</u>	<u>\$ 504,078,235</u>
<b>Other Real Estate:</b>								
Ending Value 08/31/2019	\$ -	\$ -	\$ 5	\$ 5	\$ -	\$ -	\$ 5	\$ 5
Increase or Decrease	-	-	-	-	-	-	-	-
Ending Value 11/30/2019	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 5</u>	<u>\$ 5</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 5</u>	<u>\$ 5</u>

Report prepared in accordance with Sec. 51.0032 of the *Texas Education Code*. Details of individual assets by account furnished on request.

Note: Surface estates are managed by the U. T. System Real Estate Office. Mineral estates are managed by U. T. System University Lands. The royalty interests received from the Estate of John A. Jackson for the John A. and Katherine G. Jackson Endowed Fund in Geosciences are managed by the U. T. Austin Geology Foundation, with the assistance of the Bureau of Economic Geology.

## ACADEMIC AFFAIRS COMMITTEE

23. Contract - U. T. System: Approval of Memorandum of Understanding between U. T. System and the National Technology & Engineering Solutions of Sandia, LLC, Operator of Sandia National Laboratories

Agency: National Technology & Engineering Solutions of Sandia, LLC, Operator of Sandia National Laboratories

Funds: No exchange of funds

Period: November 25, 2019 through November 25, 2029

Description: U. T. System and the National Technology & Engineering Solutions of Sandia, LLC, Operator of Sandia National Laboratories, entered into a Memorandum of Understanding (MOU) to provide the basis for implementing increased interactions and collaborations between individual staff, faculty, and students at Sandia and the U. T. institutions so as to achieve a greater mutual impact on national security. This MOU updates and replaces an existing memorandum and reflects the change in the administration of Sandia National Laboratory. The MOU acknowledges *Texas Education Code* Section 54.221, which provides Sandia employees and their families the ability to pay in-state tuition and fees charged to residents of the State of Texas when enrolled in a U. T. institution.

24. Other Matters - U. T. System Academic Institutions: Approval of Sexual Harassment and Sexual Misconduct Policies

Sexual misconduct policies for the following U. T. System academic institutions have been revised and are recommended by the Chancellor, the Executive Vice Chancellor for Academic Affairs, and the Vice Chancellor and General Counsel to the Board for approval, as required by federal law as referenced in Regents' *Rules and Regulations*, Rule 30105 (Sexual Harassment, Sexual Misconduct, and Consensual Relationships):

U. T. Arlington;  
U. T. Austin;  
U. T. Dallas;  
U. T. Permian Basin;  
U. T. Rio Grande Valley; and  
U. T. Tyler.

The Office of Systemwide Compliance recently revised its Model Policy, set forth on the following pages, to comply with recent state law changes passed in SB 212 and HB 1735. Consequently, six U. T. academic institutions revised their existing policies. The revised policies have been reviewed by the Office of Systemwide Compliance and



the Office of General Counsel. The revised policies comply with applicable laws and regulations and are consistent with the substantive provisions of the Model Policy.

The substantive changes to the Model Policy are as follows:

- Revising the definition of “Responsible Employee” so that all employees have a duty to report incidents and information reasonably believed to be sexual misconduct to the Title IX Coordinator (or Deputy Coordinator).
- Including a definition of “Confidential Employee”;
- Adding state law provisions to the “Confidential Employee” role that require a duty to report the type of incident to the Title IX Coordinator (or Deputy Coordinator), while maintaining privacy and confidentiality of the person seeking confidential services.
- Revising the section on “Immunity” to protect from disciplinary action employees and students who act in good faith in reporting a complaint or participating in an investigatory and disciplinary process.
- Clarifying the complainant’s right to request the university not to investigate, and the university’s obligation to consider the interests and safety risks of the campus community when making such a determination.
- Revising the section on “Interim Measures” to acknowledge possible impacts to implementing interim measures without the Complainant’s consent to disclose his or her identity to the relevant personnel involved in such matters.
- Including provisions to ensure reasonable and equitable access to all of the evidence relevant to the alleged violations in the university’s possession in the investigatory and disciplinary processes.
- Adding the state law provision of “failure to report” as an additional conduct violation of the policy is subject to disciplinary action, including termination.

**The University of Texas System**  
**Office of Systemwide Compliance Model Policy**

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**1. Title**

Sexual Misconduct Policy

For Immediate Reporting:

[INSERT TITLE IX OFFICE  
CONTACT INFORMATION  
and LINK TO WEBSITE]

Also, please see Section 3.1  
below for detailed information.

**2. Policy**

Sec. 1 General Policy Statement.

1.1 [Name of Institution] (the University) is committed to maintaining a learning and working environment that is free from discrimination based on sex in accordance with Title IX of the Higher Education Amendments of 1972 (Title IX), which prohibits discrimination on the basis of sex in educational programs or activities; Title VII of the Civil Rights Act of 1964 (Title VII), which prohibits sex discrimination in employment; and the Campus Sexual Violence Elimination Act (SaVE Act). Sexual misconduct, as defined in Part 3, Definitions and Examples, will not be tolerated and will be subject to disciplinary action.

1.2 The University will promptly discipline any individuals or organizations within its control who violate this Policy. The University encourages you to promptly report violations of this Policy to the Title IX Coordinator or Deputy Coordinators (collectively "Title IX Office") or a Responsible Employee, as identified in Section 3.3 below.

1.3 Free Speech. This Policy encourages and respects the right of free speech guaranteed by the First Amendment of the Constitution and the principles of academic freedom. Constitutionally protected expression cannot be considered harassment under this policy. Each faculty member is entitled to full freedom in the classroom in discussing the subject which they teach. The right to free speech and principles of academic freedom are not absolute, however. The offensive conduct underlying some incidents might be protected speech, but it may still be in contradiction to the University's commitment to academic freedom, integrity, honesty, dignity, respect and honorable conduct (see generally Regents Rule 10901, *Statement of U.T. System Values and Expectations*). In these instances, constitutional rights will continue to be protected, but the University will also exercise its right to speak and engage in educational dialogue with those engaged in these types of behaviors. Further, some offensive conduct, even though it contains elements of speech, may rise to the level of the type of conduct that creates a sexually hostile environment and, thus, violates this policy.

Sec. 2 Applicability. This Policy applies to all University administrators, faculty, staff, students, and third parties within the University's control, including visitors and

## **The University of Texas System**

### **Office of Systemwide Compliance Model Policy**

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applicants for admission or employment. It applies to conduct regardless of where it occurs, including off University property, if it potentially affects the complainant's education or employment with the University or potentially affects the University community. It also applies regardless of the gender, gender identity or sexual orientation of the parties. In addition, it applies to any complaint made verbally or in writing.

#### Sec. 3 Filing a Complaint and Reporting Violations.

3.1 Title IX Coordinator and Deputy Coordinators. The Title IX Coordinator and Deputy Coordinators are: **[Insert Names/Contact info for Coordinators]**

3.2 All Members of the University Community, Third Parties and anonymous Complainants are strongly encouraged to immediately report any incidents of sexual misconduct and other inappropriate sexual conduct to the Title IX Office.

a. Anonymity. You may file an anonymous complaint by telephone, in writing or electronically **[INSERT LINK TO WEBSITE REPORTING SYSTEM]** with the Title IX Office. Your decision to remain anonymous, however, may greatly limit the University's ability to stop the alleged conduct, collect evidence, or take action against parties accused of violating the Policy.

b. Confidentiality. Most University employees are required to report and respond to complaints of sexual misconduct and may be unable to honor a request for confidentiality. Complainants who want to discuss a complaint in strict confidence may use the resources outlined in Section 3.6 below.

c. Timeliness of Complaint. You should report sexual misconduct as soon as you become aware of such conduct.

3.3 Responsible Employees. You may also report incidents to Responsible Employees, as defined below.

3.4 Reporting to Law Enforcement. You may also make a complaint with The University of Texas at **[institution]** Police Department at **[insert phone]** (non-emergency) or **[insert phone]** (emergency) or to the City of **[insert ]** Police Department **[phone]** (non-emergency) or 911 (emergency) or to other local law enforcement authorities. The Title IX Office can help individuals contact these law enforcement agencies. Employees and students with protective or restraining orders relevant to a complaint are encouraged to provide a copy to the University Police Department.

3.5 Reporting to Outside Entities. You may also contact the following external agencies:

For students:

Office of Civil Rights

**The University of Texas System**  
**Office of Systemwide Compliance Model Policy**

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U.S. Department of Education  
1999 Bryan Street, Suite 1620  
Dallas, TX 75201-6810  
214-661-9600  
214-661-9587 (fax)

Office for Civil Rights  
U.S. Department of Health and Human Services  
1301 Young Street, Suite 1169  
Dallas, TX 75202  
Phone: (800) 537-7697  
FAX: (214) 767-0432

For employees:

U.S. Equal Employment Opportunity Commission  
Dallas District Office  
207 S. Houston Street, 3<sup>rd</sup> Floor  
Dallas, TX 75202  
Phone: (800) 669-4000  
FAX: (214) 253-2720

Texas Workforce Commission  
Civil Rights Division  
101 E. 15th Street  
Room 144-T  
Austin, TX 78778-0001  
512-463-2642

3.6 Confidential Support and Resources. Students may discuss an incident with Confidential Employees (as defined below) or an off-campus resource (i.e. rape crisis center, doctor, psychologist, etc.) without concern that the person's identity will be reported to the Title IX Office. Employees may also seek assistance from the Employee Assistance Program, their own personal health care provider, the clergyperson of their choice, or an off-campus rape crisis resource without concern that the person's identity will be reported to the Title IX Office.

The University and community resources that provide confidential services are: **[insert resources]**

3.7 Immunity. In an effort to encourage reporting of sexual misconduct, the University will grant immunity from student and/or employee disciplinary action to a person who acts in good faith in reporting a complaint, participating in an investigation, or participating in a disciplinary process. This immunity does not extend to the person's own violations of this Policy.

**The University of Texas System**  
**Office of Systemwide Compliance Model Policy**

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Sec. 4. Parties' Rights Regarding Confidentiality. The University has great respect for the privacy of the parties in a complaint. Under federal and state law, however, Responsible Employees (defined below) who receive a report of sexual misconduct must share that information with the Title IX Office. Those individuals may need to act to maintain campus safety and must determine whether to investigate further under Title IX, regardless of the complainant's request for confidentiality.

In making determinations regarding requests for confidentiality, requests to not investigate, and/or the disclosure of identifying information to the respondent, the Title IX Coordinator must deliberately weigh the rights, interests, and safety of the complainant, the respondent and the campus community. Factors the University must consider when determining whether to investigate an alleged incident of sexual misconduct include, but are not limited to:

- The seriousness of the alleged incident;
- Whether the University has received other reports of alleged sexual misconduct by the alleged respondent;
- Whether the alleged incident poses a risk or harm to others; and
- Any other factors the University determines relevant.

If the complainant requests the University not to investigate, the Title IX Coordinator must inform the complainant of the decision whether or not to investigate.

In the course of the investigation, the University may share information only as necessary with people who need to know in compliance with the law, which may include but is not limited to the investigators, witnesses, and the respondent. The University will take all reasonable steps to ensure there is no retaliation against the parties or any other participants in the investigation.

Sec. 5. Resources and Assistance.

5.1 Immediate Assistance.

**[List on and off University resources for health care, police, and counseling]**

- A. Healthcare. If you experience any form of sexual, domestic, or dating violence, you are encouraged to seek immediate medical care. Also, preserving DNA evidence can be key to identifying the perpetrator in a sexual violence case. Victims can undergo a medical exam to preserve physical evidence with or without police involvement. If possible, this should be done immediately. If an immediate medical exam is not possible, individuals who have experienced a sexual assault may have a Sexual Assault Forensic Exam (SAFE) performed by a Sexual Assault Nurse

## **The University of Texas System Office of Systemwide Compliance Model Policy**

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Examiner (SANE) within 4 days of the incident. With the examinee's consent, the physical evidence collected during this medical exam can be used in a criminal investigation; however, a person may undergo a SAFE even without contacting, or intending to contact, the police. To undergo a SAFE, go directly to the emergency department of [insert hospital with SAFE capabilities] or the nearest hospital that provides SAFE services.

For more information about the SAFE, see [https://www.texasattorneygeneral.gov/files/cvs/sexual\\_assault\\_examination.pdf](https://www.texasattorneygeneral.gov/files/cvs/sexual_assault_examination.pdf). The cost of the forensic portion of the exam is covered by the law enforcement agency that is investigating the assault or, in cases where a report will not be made to the police, the Texas Department of Public Safety. This does not include fees related to medical treatment that are not a part of the SAFE.

- B. Police Assistance. If you experienced or witnessed sexual misconduct, the University encourages you to make a report to the police. The police may, in turn, share your report with the Title IX Office.

A police department's geographic jurisdiction depends on where the sexual misconduct occurred. Thus, if the incident occurred on the University campus, you may file a report with the [insert campus police name] by calling [number] or in person at [insert institution PD name] headquarters at [insert address], even if time has passed since the assault occurred.

[Institution PD name] can also assist with filing any protective orders. Reporting an assault to law enforcement does not mean the case will automatically go to criminal trial or to a University disciplinary hearing. If the University police are called, a uniformed officer will be sent to the scene to take a detailed statement. A police department counselor may also provide you with a ride to the hospital. You may also file a report with the University police even if the assailant was not a University student or employee. If the incident occurred in the City of [insert City name], but off campus, you may also file a report with the [City] Police Department, even if time has passed since the assault occurred. If a report is made to the police, a uniformed officer will usually be dispatched to the location to take a written report.

- C. Counseling and Other Services. If you experience sexual misconduct, you are strongly encouraged to seek counseling or medical and psychological care even if you do not plan to request a SAFE or report the assault to the police. You may be prescribed medications to prevent sexually transmitted infections and/or pregnancy even if the police are not contacted or if a SAFE is not performed. Similarly, other individuals impacted or affected by a sexual misconduct complaint are encouraged to seek counseling or psychological care.

You may receive medical care at the University Health Services (for students only), at a local emergency room, or by a private physician. You

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may also be provided with psychological support by the University Counseling and Psychological Services (students), Employee Assistance (employees), a referral through the Employee Assistance Program, or a care provider of your choosing.

Students desiring counseling should contact:

**[insert office and contact information]**

Faculty and staff should contact:

**[insert office and contact information]**

5.2 Interim Measures.

The University will offer reasonably available individualized services to the parties involved in an alleged incident of sexual misconduct, when applicable.

Interim measures may include but are not limited to reassignment, suspension, counseling, extensions of time or other course-related adjustments, modifications of work or class schedules, withdrawal from or retake of a class without penalty, campus escort services, restrictions on contact between the parties, change in work or housing locations, leaves of absences, increased security and monitoring of certain areas of campus or other similar accommodations tailored to the individualized needs of the parties.

The University's ability to implement interim measures may be affected if the Complainant requests that the University not disclose the Complainant's identity to relevant University personnel involved in implementing interim measures.

Sec. 6 The Investigation Process—What You Need to Know.

6.1 Key Officials in an Investigation.

A. Title IX Coordinator. The Title IX Coordinator is the senior University administrator who oversees the University's compliance with Title IX. The Title IX Coordinator is responsible for overseeing the administrative response to reports of sexual misconduct and is available to discuss options, provide support, explain University policies and procedures, and provide education on relevant issues. The Title IX Coordinator may designate one or more Deputy Title IX Coordinators.

Any member of the University community may contact the Title IX Coordinator with questions.

B. Investigators. The Title IX Coordinator will ensure that complaints are properly investigated under this Policy. The Title IX Coordinator will also ensure that investigators are properly trained at least annually to conduct investigations that occur under this Policy. The Title IX Deputy Coordinators will supervise and advise the Title IX investigators when

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conducting investigations and update the Title IX Coordinator as necessary.

6.2 Notification of University Offices Offering Assistance. After receiving a complaint, the Title IX Office will inform the parties of available resources and assistance. While taking into consideration requested confidentiality, the [insert student victim resource coordinator info] for students and [Employee Relations] office may serve as a liaison between the parties and the Title IX Office during the investigation.

6.3 Informal Resolution of Certain Complaints. (OPTIONAL)

Both parties may voluntarily agree to use this option instead of or before the formal resolution process but are not required to do so. Also, this option is not permitted for sexual violence cases. Anyone who believes that they have been subjected to sexual misconduct may immediately file a formal complaint as described in Section 3 of this Policy. Anyone interested in the informal resolution process, should contact the Title IX Coordinator. Before beginning the informal resolution process, the Title IX Coordinator must provide both parties full disclosure of the allegations and their options for formal resolution. At any time during the informal resolution process, the complainant may elect to discontinue to informal resolution process and file a formal complaint.

- A. Informal Assistance. If informal assistance is appropriate, the individual will be provided assistance in informally resolving the alleged sexual misconduct. Assistance may include providing the complainant with strategies for communicating with the offending party that the behavior is unwelcomed and should cease, directing a University official to inform the offending party to stop the unwelcomed conduct, or initiating mediation. However, the University may take more formal action, including disciplinary action, to ensure an environment free of sexual harassment or sexual misconduct.
- B. Timeframe. Informal resolutions of a complaint will be concluded as soon as possible.
- C. Documentation. The University will document and record informal resolutions. The Title IX Coordinator will retain the documentation.

6.4 Formal Complaint and Investigation.

Formal Complaint. To begin the investigation process, the complainant should submit a written statement setting out the details of the conduct that is the subject of the complaint, including the following:

- complainant's name and contact information;
- name of the person directly responsible for the alleged violation;
- detailed description of the conduct or event that is the basis of the alleged violation;



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- date(s) and location(s) of the alleged occurrence(s);
- names of any witnesses to the alleged occurrence(s); the resolution sought; and
- any documents or information that is relevant to the complaint.

The University may initiate an investigation regardless of the manner in which a complaint is received or whether a complaint is received at all. However, the complainant is strongly encouraged to file a written complaint. If the complaint is not in writing, the investigator should prepare a statement of what they understand the complaint to be and ask the complainant to verify that statement. The University office receiving the complaint must refer the complaint to the Title IX Coordinator.

Investigation.

- A. After an investigator is assigned, the respondent will be provided notice of the complaint and be allowed a reasonable time to respond in writing.
- B. The parties may present any information and evidence that may be relevant to the complaint, including the names of any witnesses who may provide relevant information.
- C. The investigators will interview relevant and available witnesses. Neither the complainant nor the respondent will normally attend these interviews or the gathering of evidence; however, if either one is permitted to attend, the other shall have the same right.
- D. The investigation of a complaint will be concluded as soon as possible after receipt of the complaint. The parties should be provided updates on the progress of the investigation.
- E. After the investigation is complete, a written report<sup>1</sup> will be issued to the Title IX Coordinator and the appropriate administrator. The report shall include factual findings and a preliminary conclusion regarding each allegation of whether a policy violation occurred (based on a “preponderance of the evidence” standard).
- F. After the written report is completed, both parties will be allowed to inspect the report and will have reasonable and equitable access to all of the evidence relevant to the alleged violation(s) in the University’s possession, subject to FERPA and Texas Education Code, Section 51.971. Each party will have 7 business days to submit written comments regarding the investigation to the Title IX Coordinator.

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<sup>1</sup> Appropriate report redactions will be made to comply with Texas Education Code, Section 51.971.

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G. Within 7 business days after the deadline for receipt of comments from the parties, the Title IX Coordinator (or designee) will:

- request further investigation into the complaint;
- dismiss the complaint if it is determined that no violation of policy or inappropriate conduct occurred; or
- find that the Policy was violated.

H. If it is determined that the Policy was violated, the matter will be referred for disciplinary action.

I. The parties shall be informed concurrently in writing of the decision in accordance with section 6.4.F of this Policy.

J. If disciplinary action or sanction(s) is warranted, it will be imposed in accordance with the applicable policies and procedures.

6.5 Standard of Proof. All investigations will use the preponderance of the evidence standard, as defined in Part 3, Definitions and Examples, to determine violations of this Policy.

6.6 Timeliness. Best efforts will be made to complete the complaint process in a timely manner by balancing principles of thoroughness and fundamental fairness with promptness.

At the request of law enforcement, the University may defer its fact-gathering until after the initial stages of a criminal investigation. In such an instance, the University will promptly resume its fact-gathering as soon as law enforcement has completed its initial investigation, or if the fact-gathering is not completed in a reasonable time, the University will move forward.

The filing of a complaint under this Policy does not excuse the complainant from meeting time limits imposed by outside agencies. Likewise, the applicable civil or criminal statute of limitations will not affect the University's investigation of the complaint.

6.7 Due Process and Privacy Rights.

- The University will strive to ensure that the steps it takes to provide due process to the respondent will not restrict or delay the protections provided by Title IX to the complainant.
- The Family Educational Rights and Privacy Act (FERPA) does not override federally protected due process rights of a respondent.

6.8 Remedies. In addition to sanctions that may be imposed pursuant to the appropriate disciplinary policy, the University will take appropriate action(s), including but not limited to those below to resolve complaints of sexual misconduct, prevent any recurrence and, as appropriate, remedy any effects:

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- (a) Imposing sanctions against the respondent, including attending training, suspension, termination or expulsion;
- (b) Ensuring the parties do not share classes, working environments or extracurricular activities;
- (c) Making modifications to the on campus living arrangements of the parties;
- (d) Providing comprehensive services to the parties including medical, counseling and academic support services, such as tutoring;
- (e) Providing the parties extra time to complete or re-take a class or withdraw from a class without an academic or financial penalty;
- (f) Determining whether sexual misconduct adversely affected the complainant's University standing;
- (g) Designating an individual specifically trained in providing trauma-informed comprehensive services;
- (h) Conducting a University climate check to assess the effectiveness of sexual misconduct prevention measures;
- (i) Providing targeted training for a group of students, including bystander intervention and sexual misconduct prevention programs;
- (j) Issuing policy statements regarding the University's intolerance of sexual misconduct.

6.9 Sanctions and Discipline. Disciplinary action will be handled under the appropriate disciplinary policy depending on the status of the respondent.

**[LINK TO APPROPRIATE POLICIES]**

Sec. 7. Provisions Applicable to the Investigation.

7.1 Assistance. During the investigation process, both parties may be assisted by an advisor, who may be an attorney; however, the advisor may not actively participate in a meeting or interview.

7.2 Time Limitations. Time limitations in these procedures may be modified by the Title IX Coordinator or appropriate administrator on a written showing of good cause by the parties or the University.

7.3 Concurrent Criminal or Civil Proceedings. The University will not wait for the outcome of a concurrent criminal or civil justice proceeding to take action. The University has an independent duty to investigate complaints of sexual misconduct. (Except as provided in Sec. 6.7).

7.4 Documentation. The University shall document complaints and their resolution and retain copies of all materials in accordance with state and federal records laws and University policy.

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Sec 8. Dissemination of Policy and Educational Programs.

- 8.1 This Policy will be made available to all University administrators, faculty, staff, and students online at [\[insert website link\]](#) and in University publications. Periodic notices will be sent to University administrators, faculty, staff and students about the University's Sexual Misconduct Policy, including but not limited to at the beginning of each fall and spring semester. The notice will include information about sexual misconduct, including the complaint procedure, and about University disciplinary policies and available resources, such as support services, health, and mental health services. The notice will specify the right to file a complaint under this Policy and with law enforcement and will refer individuals to designated offices or officials for additional information.
- 8.2 Ongoing Sexual Misconduct Training. The University's commitment to raising awareness of the dangers of sexual misconduct includes offering ongoing education through annual training and lectures by faculty, staff, mental health professionals, and/or trained University personnel. Preventive education and training programs will be provided to University administrators, faculty, staff, and students and will include information about primary prevention, risk reduction, and bystander intervention: [\[Link to web page with training provided\]](#)
- 8.3 Training of Coordinators, Investigators, Hearing and Appellate Authorities. All Title IX Coordinators, Deputy Coordinators, investigators, and those with authority over sexual misconduct hearings and appeals shall receive training each academic year about offenses, investigatory procedures, due process, and University policies related to sexual misconduct.
- 8.4 Annual Reporting and Notice. The University's Title IX General Policy Statement will be made available to all students, faculty, and employees online, in required publications and in specified departments.

Sec. 9. Additional Conduct Violations.

- 9.1 Retaliation. Any person who retaliates against the parties or any other participants in an investigation or disciplinary process relating to a complaint, or any person who under this Policy opposed any unlawful practice, is subject to disciplinary action up to and including dismissal or separation from the University. If any participant in an investigation believes they have been subject to retaliation, they should immediately report the alleged retaliatory conduct to the Title IX Office. [\[INSERT CITE TO RETALIATION POLICY\]](#)
- 9.2 False Complaints. Any person who knowingly files a false complaint under this Policy is subject to disciplinary action up to and including dismissal or separation from the University. A finding that a respondent is not responsible for the sexual misconduct alleged does not imply a report was false.
- 9.3 Interference with an Investigation. Any person who interferes with an investigation conducted under this Policy is subject to disciplinary action up to

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and including dismissal or separation from the University. Interference with an ongoing investigation may include, but is not limited to:

- (a) Attempting to coerce, compel, or prevent an individual from providing testimony or relevant information;
- (b) Removing, destroying, or altering documentation relevant to the investigation; or
- (c) Knowingly providing false or misleading information to the investigator or Title IX Office, or encouraging others to do so.

9.4 Failure to Report for Responsible Employees. Under state law, if a Responsible Employee knowingly fails to report all information concerning an incident the employee reasonably believes constitutes stalking, dating violence, sexual assault, or sexual harassment committed by or against a student or employee at the time of the incident, the employee is subject to disciplinary action, including termination.

For purposes of Failure to Report, the definition of sexual harassment is broader than the definition of sexual harassment under this Policy and is defined as: Unwelcome, sex-based verbal or physical conduct that:

- (a) in the employment context, unreasonably interferes with a person's work performance or creates an intimidating, hostile, or offensive work environment; or
- (b) in the education context, is sufficiently severe, persistent, or pervasive that the conduct interferes with a student's ability to participate in or benefit from educational programs or activities at a postsecondary institution.

9.5. No Effect on Pending Personnel or Academic Actions Unrelated to the Complaint. The filing of a complaint under this Policy will not stop or delay any action unrelated to the complaint, including: (1) any evaluation or disciplinary action relating to a complainant who is not performing up to acceptable standards or who has violated University rules or policies; (2) any evaluation or grading of students participating in a class, or the ability of a student to add/drop a class, change academic programs, or receive financial reimbursement for a class; or (3) any job-related functions of a University employee. Nothing in this section shall limit the University's ability to take interim action.

Sec. 10 Documentation. The University shall confidentially maintain information related to complaints under this Policy, as required by law.

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**3. Definitions and Examples<sup>2</sup>**

**Complainant** – The student, employee or third party who presents as the victim of any prohibited conduct under this Policy, regardless of whether that person makes the report or seeks action under this Policy.

**Coercion** – The use of pressure to compel another individual to initiate or continue sexual activity against an individual's will. Coercion can include a wide range of behaviors, including psychological or emotional pressure, physical or emotional threats, intimidation, manipulation, or blackmail that causes the person to engage in unwelcome sexual activity. A person's words or conduct are sufficient to constitute coercion if they eliminate a reasonable person's freedom of will and ability to choose whether or not to engage in sexual activity. Examples of coercion include but are not limited to threatening to "out" someone based on sexual orientation, gender identity, or gender expression; threatening to harm oneself if the other party does not engage in the sexual activity; and threatening to expose someone's prior sexual activity to another person.

**Confidential Employees** – Confidential Employees include counselors in Counseling and Psychological Services, a health care provider in Health Services, or clergypersons. Additionally, employees who receive information regarding an incident of sexual misconduct under circumstances that render the employee's communications confidential or privileged under other law (such as attorneys) are also considered "Confidential Employees."

Note: Under state law, Confidential Employees who receive information regarding incidents of sexual harassment, sexual assault, dating violence or stalking committed by or against a student or an employee of the University, are required to report the **type of incident** to the Title IX Coordinator (or Deputy Coordinators). Confidential Employees may not include any information that would violate a student's expectation of privacy. The Confidential Employee's duty to report an incident under any other law also applies.

**Consent** – A voluntary, mutually understandable agreement that clearly indicates a willingness to engage in each instance of sexual activity. Consent to one act does not imply consent to another. Past consent does not imply future consent. Consent to engage in sexual activity with one person does not imply consent to engage in sexual activity with another. Consent can be withdrawn at any time. Any expression of an unwillingness to engage in any instance of sexual activity establishes a presumptive lack of consent.

Consent is not effective if it results from: (a) the use of physical force, (b) a threat of physical force, (c) intimidation, (d) coercion, (e) incapacitation or (f) any other factor that would eliminate an individual's ability to exercise his or her own free will to choose whether or not to have sexual activity.

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<sup>2</sup> The definitions provided in the main body of the text are the definitions adopted by the University. When applicable, we have included the state law definition. In any criminal action brought by law enforcement, the state law definition will apply.

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A current or previous dating or sexual relationship, by itself, is not sufficient to constitute consent. Even in the context of a relationship, there must be a voluntary, mutually understandable agreement that clearly indicates a willingness to engage in each instance of sexual activity.

The definition of consent for the crime of sexual assault in Texas can be found in Section 22.011(b) of the Texas Penal Code.<sup>3</sup>

**Dating Violence**<sup>4</sup> – Violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim.

The existence of such a relationship shall be determined by the victim with consideration of the following factors:

- a) The length of the relationship;
- b) The type of relationship; and
- c) The frequency of interaction between the persons involved in the relationship

Dating violence includes, but is not limited to, sexual or physical abuse or the threat of such abuse. It does not include acts covered under the definition of domestic violence.

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<sup>3</sup> Texas Penal Code, Section 22.011(b) states that a sexual assault is without consent if: (1) the actor compels the other person to submit or participate by the use of physical force or violence; (2) the actor compels the other person to submit or participate by threatening to use force or violence against the other person, and the other person believes that the actor has the present ability to execute the threat; (3) the other person has not consented and the actor knows the other person is unconscious or physically unable to resist; (4) the actor knows that as a result of mental disease or defect the other person is at the time of the sexual assault incapable either of appraising the nature of the act or of resisting it; (5) the other person has not consented and the actor knows the other person is unaware that the sexual assault is occurring; (6) the actor has intentionally impaired the other person's power to appraise or control the other person's conduct by administering any substance without the other person's knowledge; (7) the actor compels the other person to submit or participate by threatening to use force or violence against any person, and the other person believes that the actor has the ability to execute the threat.

<sup>4</sup> Dating Violence is defined by the Texas Family Code, Section 71.0021 as:

- (a) an act, other than a defensive measure to protect oneself, by an actor that:
  - (1) is committed against a victim:
    - (A) with whom the actor has or has had a dating relationship; or
    - (B) because of the victim's marriage to or dating relationship with an individual with whom the actor is or has been in a dating relationship or marriage; and
  - (2) is intended to result in physical harm, bodily injury, assault, or sexual assault or that is a threat that reasonably places the victim in fear of imminent physical harm, bodily injury, assault, or sexual assault.
- (b) For purposes of this title, "dating relationship" means a relationship between individuals who have or have had a continuing relationship of a romantic or intimate nature. The existence of such a relationship shall be determined based on consideration of:
  - (1) the length of the relationship;
  - (2) the nature of the relationship; and
  - (3) the frequency and type of interaction between the persons involved in the relationship.
- (c) A casual acquaintanceship or ordinary fraternization in a business or social context does not constitute a "dating relationship" under Subsection (b).

Texas Penal Code, Section 22.01 provides the criminal penalties associated with Dating Violence.

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**Domestic (Family) Violence**<sup>5</sup> – includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the state of Texas, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the state of Texas.

**Hostile Environment** – exists when sexual harassment (which is a form of sex-based harassment) is sufficiently severe or pervasive to deny or limit the individual's ability to participate in or benefit from the University's programs or activities or an employee's terms and conditions of employment.<sup>6</sup> A hostile environment can be created by anyone involved in a University's program or activity (e.g., administrators, faculty members, employees, students, and University visitors).

In determining whether sex-based harassment has created a hostile environment, the University considers the conduct in question from both a subjective and objective perspective. It will be necessary, but not adequate, that the conduct was unwelcome to the individual who was harassed. To conclude that conduct created or contributed to a hostile environment, the University must also find that a reasonable person in the individual's position would have perceived the conduct as undesirable or offensive.

To ultimately determine whether a hostile environment exists for an individual or individuals, the University considers a variety of factors related to the severity, persistence, or pervasiveness of the sex-based harassment, including: (1) the type, frequency, and duration of the conduct; (2) the identity and relationships of the persons involved; (3) the number of individuals involved; (4) the location of the conduct and the context in which it occurred; and (5) the degree to which the conduct affected an individual's education or employment.

The more severe the sex-based harassment, the less need there is to show a repetitive series of incidents to find a hostile environment. Indeed, a single instance of sexual assault may be sufficient to create a hostile environment. Likewise, a series of incidents may be sufficient even if the sex-based harassment is not particularly severe.

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<sup>5</sup> Family Violence is defined by the Texas Family Code Section 71.004 as:

- (1) an act by a member of a family or household against another member of the family or household that is intended to result in physical harm, bodily injury, assault, or sexual assault or that is a threat that reasonably places the member in fear of imminent physical harm, bodily injury, assault, or sexual assault, but does not include defensive measures to protect oneself;
- (2) abuse, as that term is defined by Sections [261.001](#)(1)(C), (E), and (G), by a member of a family or household toward a child of the family or household; or
- (3) dating violence, as that term is defined by Section [71.0021](#).

Texas Penal Code Section 22.01 provides the criminal penalties associated with Domestic (Family) Violence.

<sup>6</sup> Depending on the facts of a particular case, the University may investigate claims of hostile work environment under this Policy, the University's gender discrimination policy, or both. *See* Department of Education, Office for Civil Rights, January 2001 Revised Sexual Harassment Guidance, page 2.



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**Incapacitation** – Incapacitation is the inability, temporarily or permanently, to give consent because the individual is mentally and/or physically helpless, either voluntarily or involuntarily, or the individual is unconscious, asleep, or otherwise unaware that the sexual activity is occurring. In addition, an individual is incapacitated if they demonstrate that they are unaware at the time of the incident of where they are, how they got there, or why or how they became engaged in a sexual interaction.

The University offers the following guidance on consent and assessing incapacitation:

When alcohol is involved, incapacitation is a state beyond drunkenness or intoxication. When drug use is involved, incapacitation is a state beyond being under the influence or impaired by use of the drug. Alcohol and other drugs impact each individual differently, and determining whether an individual is incapacitated requires an individualized determination.

In evaluating consent in cases of alleged incapacitation, the University asks two questions:

- (1) Did the person initiating sexual activity know that the other party was incapacitated? and if not,
- (2) Should a sober, reasonable person in the same situation have known that the other party was incapacitated?

If the answer to either of these questions is “YES,” consent was absent and the conduct is likely a violation of this Policy.

One need not be a medical expert in assessing incapacitation. One should look for the common and obvious warning signs that show that a person may be incapacitated or approaching incapacitation. Although every individual may show signs of incapacitation differently, some signs include clumsiness, difficulty walking, poor judgment, difficulty concentrating, slurred speech, vomiting, combativeness, incontinence or emotional volatility. A person who is incapacitated may not be able to understand some or all of the following questions: “Do you know where you are?” “Do you know how you got here?” “Do you know what is happening?” “Do you know whom you are with?”

An individual’s level of intoxication may change over a period of time based on a variety of subjective factors, including the amount of substance intake, speed of intake, body mass, and metabolism. It is especially important, therefore, that anyone engaging in sexual activity is aware of both their own and the other person’s level of intoxication and capacity to give consent.

The use of alcohol or other drugs can lower inhibitions and create an atmosphere of confusion about whether consent is effectively sought and freely given. If there is any doubt as to the level or extent of one’s own or the other individual’s intoxication or incapacitation, the safest course of action is to forgo or cease any sexual contact.

**Being impaired by alcohol or other drugs is no defense to any violation of this Policy.**

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**Intimidation** – Unlawfully placing another person in reasonable fear of bodily harm through the use of threatening words and/or other conduct, but without displaying a weapon or subjecting the victim to actual physical attack.

**Other Inappropriate Sexual Conduct** – Includes unwelcome sexual advances, requests for sexual favors, or verbal or physical conduct of a sexual nature directed towards another individual that does not rise to the level of sexual harassment but is unprofessional, inappropriate for the workplace or classroom and is not protected speech. It also includes consensual sexual conduct that is unprofessional and inappropriate for the workplace or classroom. Depending on the facts of a complaint, the conduct may not violate this Policy but may violate other university policies including but not limited to standards of conduct or professionalism policies.

**Parties** -- The term “parties” refers to the “complainant” and the “respondent” in a Title IX complaint.

**Preponderance of the Evidence** – The greater weight of the credible evidence. Preponderance of the evidence is the standard for determining allegations of sexual misconduct under this Policy. This standard is satisfied if the action is deemed more likely to have occurred than not.

**Respondent** -- The student, employee, or third party who has been accused of violating this policy.

**Responsible Employee** – A University employee who has the duty to report incidents of and information reasonably believed to be sexual misconduct to the Title IX Office. All employees are Responsible Employees except Confidential Employees. Responsible Employees include all administrators, faculty, staff, resident life directors and advisors, and graduate teaching assistants. Responsible Employees must report all known information concerning the incident to the Title IX Office, and must include whether a complainant has expressed a desire for confidentiality in reporting the incident.

**Retaliation** – Any adverse action threatened or taken against someone *because* the individual has filed, supported, provided information in connection with a complaint of sexual misconduct or engaged in other legally protected activities. Retaliation includes, but is not limited to, intimidation, threats or harassment against any complainant, respondent, witness or third party.

**Sexual Assault**<sup>7</sup> – An offense that meets the definition of rape, fondling, incest, or statutory rape:

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<sup>7</sup> Sexual Assault is defined by Texas Penal Code, Section 22.011 as intentionally or knowingly:

- a) Causing the penetration of the anus or sexual organ of another person by any means, without that person’s consent; or
- b) Causing the penetration of the mouth of another person by the sexual organ of the actor, without that person’s consent; or
- c) Causing the sexual organ of another person, without that person’s consent, to contact or penetrate the mouth, anus, or sexual organ of another person, including the actor.

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- a) *Rape*: the penetration, no matter how slight, of the vagina or anus with any body part or object, or oral penetration by a sex organ of another person, without the consent of the victim.
- b) *Fondling*: The touching of the private body parts of another person for the purpose of sexual gratification, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental incapacity.
- c) *Incest*: Sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by law.
- d) *Statutory Rape*: Sexual intercourse with a person who is under the statutory age of consent.

**Sexual Exploitation** – Conduct where an individual takes non-consensual or abusive sexual advantage of another for their own benefit, or to benefit anyone other than the one being exploited. Examples of sexual exploitation include, but are not limited to, engaging in voyeurism; forwarding of pornographic or other sexually inappropriate material by email, text, or other channels to non-consenting students/groups; the intentional removal of a condom or other contraceptive barrier during sexual activity without the consent of a sexual partner; and any activity that goes beyond the boundaries of consent, such as recording of sexual activity, letting others watch consensual sex, or knowingly transmitting a sexually transmitted disease (STD) to another.

**Sexual Harassment** – Unwelcome conduct of a sexual nature including but not limited to unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature, when:

- a) Submission to such conduct is made either explicitly or implicitly a term or condition of a person's student status, employment, or participation in University activities; or
- b) Such conduct is sufficiently severe or pervasive that it creates a hostile environment, as defined in this Policy..

Sexual harassment is a form of sex discrimination that includes:

- a) Sexual violence, sexual assault, stalking, domestic violence and dating violence as defined herein.
- b) Physical conduct, depending on the totality of the circumstances present, including frequency and severity, including but not limited to:
  - i. unwelcome intentional touching; or
  - ii. deliberate physical interference with or restriction of movement.
- c) Verbal conduct not necessary to an argument for or against the substance of any political, religious, philosophical, ideological, or academic idea, including oral, written, or symbolic expression, including but not limited to:
  - i. explicit or implicit propositions to engage in sexual activity;
  - ii. gratuitous comments, jokes, questions, anecdotes or remarks of a sexual nature about clothing or bodies;
  - iii. gratuitous remarks about sexual activities or speculation about sexual experiences;

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- iv. persistent, unwanted sexual or romantic attention;
- v. subtle or overt pressure for sexual favors;
- vi. exposure to sexually suggestive visual displays such as photographs, graffiti, posters, calendars or other materials; or
- vii. deliberate, repeated humiliation or intimidation based upon sex.

**Sexual Misconduct** – A broad term encompassing a range of non-consensual sexual activity or unwelcome behavior of a sexual nature. The term includes, but is not limited to, sexual assault, sexual exploitation, sexual intimidation, sexual harassment, domestic violence, dating violence, and stalking. The term also includes “other inappropriate sexual conduct,” as defined above. Sexual misconduct can be committed by any person, including strangers or acquaintances.

**Sexual Violence** – Physical sexual acts perpetrated against a person’s will or where a person is incapable of giving consent. The term includes, but is not limited to, rape, sexual assault, sexual battery, sexual coercion, sexual abuse, indecency with a child, and/or aggravated sexual assault.

**Stalking**<sup>8</sup> – Engaging in a course of conduct directed at a specific person that would cause a reasonable person to fear for his or her safety or the safety of others, or suffer substantial emotional distress. For the purposes of this definition--

- a) *Course of conduct* means two or more acts, including, but not limited to, acts in which the stalker directly, indirectly, or through third parties, by any action, method, device, or means, follows, monitors, observes, surveils, threatens, or communicates to or about a person, or interferes with a person’s property.
- b) *Reasonable person* means a reasonable person under similar circumstances and with similar identities to the victim.
- c) *Substantial emotional distress* means significant mental suffering or anguish that may, but does not necessarily, require medical or other professional treatment or counseling.

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<sup>8</sup> Stalking as defined by Texas Penal Code, Section 42.072 is when an individual on more than one occasion and pursuant to the same scheme or course of conduct that is directed specifically at another person, knowingly engages in conduct that:

- a) is considered harassment, or that the actor knows or reasonably should know the other person will regard as threatening:
  - i. bodily injury or death for the other person;
  - ii. bodily injury or death for a member of the other person’s family or household or for an individual with whom the other person has a dating relationship; or
  - iii. that an offense will be committed against the other person’s property;
- b) causes the other person, a member of the other person’s family or household, or an individual with whom the other person has a dating relationship to be placed in fear of bodily injury or death or in fear that an offense will be committed against the other person’s property, or to feel harassed, annoyed, alarmed, abused, tormented, embarrassed, or offended; and
- c) would cause a reasonable person to:
  - i. fear bodily injury or death for himself or herself;
  - ii. fear bodily injury or death for a member of the person’s family or household or for an individual with whom the person has a dating relationship;
  - iii. fear that an offense will be committed against the person’s property; or
  - iv. feel harassed, annoyed, alarmed, abused, tormented, embarrassed, or offended.

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**4. Relevant Federal and State Statutes, and Standards**

[Title IX of the Education Amendments of 1972, 20 U.S.C. §§ 1681–1688 and its implementing regulations, 34 C.F.R. Part 106](#)

[Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§2000e–2000e-17 and its implementing regulations 29 C.F.R. §1604 11.](#)

[Clery Act, 20 U.S.C §1092\(f\) and its implementing regulations 34 C.F.R. Part 668](#)

[FERPA Regulations, 34 C.F.R. Part 99](#)

Texas Education Code, Subchapter E-2: Reporting Incidents of Sexual Harassment, Sexual Assault, Dating Violence, and Stalking §51.251-51.259

Texas Education Code, Subchapter E-3: Sexual Harassment, Sexual Assault, Dating Violence, and Stalking §51.281-51.291

**5. Other Relevant Policies, Procedures, and Forms**

[insert reference to]:

[Regents' Rules and Regulations, Rule 30105 Sexual Harassment, Sexual Misconduct, and Consensual Relationships](#)

[Regents' Rules and Regulations, Rule 31008 Termination of a Faculty Member](#)

[University of Texas Systemwide Policy UTS 184, Consensual Relationships](#)

University's Sex Discrimination Policy

Staff Discipline policy

Faculty Discipline policy

Student Discipline policy

**6. System Administration Office(s) Responsible for Policy**

Office of Systemwide Compliance

**7. Dates Approved or Amended**

[insert new date]

October 1, 2019

August 2, 2018

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April 6, 2015  
February 21, 2012

**8. Contact Information**

Questions or comments about this Policy should be directed to:

[SystemwideTitleIX@utsystem.edu](mailto:SystemwideTitleIX@utsystem.edu)

25. Contract (funds going out) - U. T. Arlington: Carpet Services, Inc., to provide flooring installation services

Agency: Carpet Services, Inc.

Funds: \$4,000,000 over the potential 10-year term

Period: December 1, 2019 through November 30, 2023; with option to renew for six additional one-year terms

Description: Carpet Services, Inc., to provide new flooring installation services to include vinyl planks, vinyl composition tile, or a carpet material, both tiles and/or roll goods. This Agreement was competitively bid.

26. Contract (funds going out) - U. T. Arlington: Instructional Connections, LLC, to provide academic coaching services

Agency: Instructional Connections, LLC

Funds: \$65,000,000 for all terms, including possible extensions

Period: January 1, 2020 through December 31, 2024; with option to renew for one additional five-year term

Description: Instructional Connections, LLC, to provide academic coaching services in support of the University's online courses and programs. This Agreement was competitively bid.

27. Contract (funds coming in) - U. T. Austin: License Agreement with IMG College LLC for licensing of multimedia rights relating to Intercollegiate Athletics

Agency: IMG College LLC, a Delaware limited liability company (IMG)

Funds: U. T. Austin will be paid approximately \$15,000,000 in sponsorship royalties during the first year of the multimedia rights License Agreement, escalating annually, with approximately \$25,000,000 in sponsorship royalties by the thirteenth and final year of the License Agreement. U. T. Austin will also continue to receive approximately \$12,000,000 in television broadcast royalties from the Longhorn Network Agreement with U. T. Austin, IMG, and ESPN, Inc., during the first year of the Agreement, escalating annually, and culminating with approximately \$19,000,000 in television broadcast royalties during the twelfth year of the License Agreement (which is the final year of the Longhorn Network Agreement).

Period: July 1, 2019 through June 30, 2032

Description: U. T. Austin will license to IMG certain rights to sponsorship opportunities associated with Intercollegiate Athletics, including rights related to radio and television broadcasts, physical and electronic signage, promotions, and the production, sale, and distribution of programs and printed materials.

28. Request for Budget Change - U. T. Austin: Transfer \$5,100,000 from Interest on Temporary Investments - Designated Funds, Investment Income to Interest on Temporary Investments - Designated Funds, Allocation for Budget Adjustments based on revised income projections (RBC No. 10984) -- amendment to the 2019-2020 budget

29. Request for Budget Change - U. T. Austin: Transfer \$10,361,564 from Reserve - AUF - Instruction - Allocation for Budget Adjustments to Repair and Renovation safety and code - Allocated for Budget for repair and renovation funding (RBC No. 10986) -- amendment to the 2019-2020 budget

30. Request for Budget Change - U. T. Austin: Transfer \$5,500,000 from Research Infusion - Allocation for Budget Adjustments to Applied Research Labs Construction and Equipment Reserve - Allocated for funding of future capital and equipment purchases (RBC No. 10988) -- amendment to the 2019-2020 budget



31. Request for Budget Change - U. T. Austin: Transfer \$5,000,000 from Interest on Temporary Investments - Allocation for Budget Adjustments to Comal St. Child Development Center - All Expenses for expanded Child Development Center (RBC No. 10989) -- amendment to the 2019-2020 budget

The following Request for Budget Change has been administratively approved by the Chancellor and the Executive Vice Chancellor for Academic Affairs and is recommended for approval by the U. T. System Board of Regents:

Description	\$ Amount	RBC #
Interest on Temporary Investments - Designated funds Allocation for Budget Adjustments		
Amount of Transfer:	\$5,000,000	10989
From: Interest on Temporary Investments - Designated funds Allocation for Budget Adjustments	\$4,000,000	
Interest on Temporary Investments - Auxiliary Funds Allocation for Budget Adjustments	\$1,000,000	
To: Comal St. Child Development Center - Plant Funds, All Expenses	\$5,000,000	

32. Employment Agreement - U. T. Austin: Approval of terms of Employment Agreement for new Football Defensive Coordinator Chris Ash

The following Football Defensive Coordinator Employment Agreement has been approved by the Chancellor, the Executive Vice Chancellor for Academic Affairs, and the Vice Chancellor and General Counsel and is recommended for approval by the U. T. System Board of Regents. If the Agreement is approved, total compensation for the contract period for Chris Ash will be in excess of \$1 million. Such employment under the Agreement is subject to the Constitution and Bylaws of the National Collegiate Athletic Association, any intercollegiate athletic conference of which The University of Texas at Austin is a member, the Regents' *Rules and Regulations*, and the policies of The University of Texas at Austin. Any violation of the provisions of such constitution, bylaws, rules, regulations, or policies shall be grounds for suspension without pay and/or dismissal.

Proposed: **Guaranteed compensation:**

Annual Salary: \$800,000

Social club membership: In accordance with Athletics Department's policies and procedures, and based on availability and business need

Relocation: One-time relocation allowance of \$2,000

Moving allowance: maximum of \$25,000

**Nonguaranteed compensation:**

Sports Camps and Clinics: In accordance with Athletics Department's policies and procedures, and based on availability and business need

Performance Incentives:

Team Wins Big 12 Conference Championship game: maximum of \$10,000 annually

Team wins the College Football Playoff Championship game: maximum of \$85,000 annually

Source of Funds: Intercollegiate Athletics

Period: December 18, 2019 through March 31, 2022

33. Employment Agreement - U. T. Austin: Approval of terms of Employment Agreement for new Football Offensive Coordinator Mike Yurcich

The following Football Offensive Coordinator Coach Employment Agreement has been approved by the Chancellor, the Executive Vice Chancellor for Academic Affairs, and the Vice Chancellor and General Counsel and is recommended for approval by the U. T. System Board of Regents. If the Agreement is approved, total compensation for the contract period for Mike Yurcich will be in excess of \$1 million. Such employment under the Agreement is subject to the Constitution and Bylaws of the National Collegiate Athletic Association, any intercollegiate athletic conference of which The University of Texas at Austin is a member, the Regents' *Rules and Regulations*, and the policies of The University of Texas at Austin. Any violation of the provisions of such constitution, bylaws, rules, regulations, or policies shall be grounds for suspension without pay and/or dismissal.

Proposed:           **Guaranteed compensation:**

Annual Salary: \$1,700,000

Social club membership: In accordance with Athletics Department's policies and procedures, and based on availability and business need

Relocation: One-time relocation allowance of \$2,000

Moving allowance: maximum of \$25,000

**Nonguaranteed compensation:**

Sports Camps and Clinics: In accordance with Athletics Department's policies and procedures, and based on availability and business need

Performance Incentives:

Team Wins Big 12 Conference Championship game: maximum of \$10,000 annually

Team wins the College Football Playoff Championship game: maximum of \$85,000 annually

Source of Funds: Intercollegiate Athletics

Period:               January 14, 2020 through March 31, 2023

34. Employment Agreement - U. T. Austin: Approval of terms of Employment Agreement for new Football Co-Defensive Coordinator/Line Backers Coach Coleman Hutzler

The following Football Co-Defensive Coordinator/Line Backers Coach Employment Agreement has been approved by the Chancellor, the Executive Vice Chancellor for Academic Affairs, and the Vice Chancellor and General Counsel and is recommended for approval by the U. T. System Board of Regents. If the Agreement is approved, total compensation for the contract period for Coleman Hutzler will be in excess of \$1 million. Such employment under the Agreement is subject to the Constitution and Bylaws of the National Collegiate Athletic Association, any intercollegiate athletic conference of which The University of Texas at Austin is a member, the Regents' *Rules and Regulations*, and the policies of The University of Texas at Austin. Any violation of the provisions of such constitution, bylaws, rules, regulations, or policies shall be grounds for suspension without pay and/or dismissal.

Proposed:           **Guaranteed compensation:**

Annual Salary: \$600,000

Social club membership: In accordance with Athletics Department's policies and procedures, and based on availability and business need

Relocation: One-time relocation allowance of \$2,000

Moving allowance: maximum of \$25,000

**Nonguaranteed compensation:**

Sports Camps and Clinics: In accordance with Athletics Department's policies and procedures, and based on availability and business need

Performance Incentives:

Team Wins Big 12 Conference Championship game: maximum of \$10,000 annually

Team wins the College Football Playoff Championship game: maximum of \$85,000 annually

Source of Funds: Intercollegiate Athletics

Period:               January 15, 2020 through March 31, 2022

35. Employment Agreement - U. T. Austin: Approval of terms of Employment Agreement for new Football Associate Coach for Special Teams/Tight Ends Jay Boulware

The following Football Associate Head Coach for Special Teams/Tight Ends Employment Agreement has been approved by the Chancellor, the Executive Vice Chancellor for Academic Affairs, and the Vice Chancellor and General Counsel and is recommended for approval by the U. T. System Board of Regents. If the Agreement is approved, total compensation for the contract period for Jay Boulware will be in excess of \$1 million. Such employment under the Agreement is subject to the Constitution and Bylaws of the National Collegiate Athletic Association, any intercollegiate athletic conference of which The University of Texas at Austin is a member, the Regents' *Rules and Regulations*, and the policies of The University of Texas at Austin. Any violation of the provisions of such constitution, bylaws, rules, regulations, or policies shall be grounds for suspension without pay and/or dismissal.

Proposed: **Guaranteed compensation:**

Annual Salary: \$700,000

Social club membership: In accordance with Athletics Department's policies and procedures, and based on availability and business need

Relocation: One-time relocation allowance of \$2,000

Moving allowance: maximum of \$25,000

**Nonguaranteed compensation:**

Sports Camps and Clinics: In accordance with Athletics Department's policies and procedures, and based on availability and business need

Performance Incentives:

Team Wins Big 12 Conference Championship game: maximum of \$10,000 annually

Team wins the College Football Playoff Championship game: maximum of \$85,000 annually

Source of Funds: Intercollegiate Athletics

Period: January 18, 2020 through March 31, 2023

36. Contract (funds coming in) - U. T. Dallas: Supreme Food Services, dba VendPro, to provide snack vending machines, products, and services

Agency: Supreme Food Services, dba VendPro

Funds: \$620,000 in revenue over a possible five-year maximum term

Period: February 1, 2020 through January 31, 2023; with option to renew for two additional one-year terms

Description: VendPro will provide vending machines and snacks for the U. T. Dallas campus at mutually agreed locations. This recommended award is the result of a competitive solicitation, involving participation by students, as required pursuant to *Texas Education Code* Section 51.945.

37. Sale - U. T. Dallas: Authorization to market and sell the land and improvements known as Lots Nine and Ten in Block Twenty-Four of Second Installment of Highland Park, an Addition to the Town of Highland Park, Dallas County, Texas, also known as 4701 Drexel Drive, Town of Highland Park, Dallas County, Texas

Description: Listing and sale of approximately 0.6828 acres of land and residential improvements located at 4701 Drexel Drive, Town of Highland Park, Dallas County, Texas, and authorization for the Executive Director of Real Estate to execute all documents, instruments, and other agreements and to take all further actions deemed necessary or advisable to list and sell the property. This property was a gift from the Margaret M. McDermott Revocable Trust for the benefit of U. T. Dallas.

Marketing Process: To be marketed through the use of a real estate broker having experience in the area and selected through a request for proposals process

Sale Price: To be negotiated as offers are submitted, but not less than fair market value.

38. Lease - U. T. Rio Grande Valley: Authorization to lease an approximately 10,600 square foot to-be-constructed building on a site located west of 4555 North Expressway 77/83, Brownsville, Cameron County, Texas, from The Hernandez Foundation, or a related entity, for mission use

Description: Lease of an approximately 10,600 square foot to-be-constructed building on a site located at west of 4555 North Expressway 77/83, Brownsville, Cameron County, Texas, from The Hernandez Foundation, or a related entity, for mission use, including academic uses related to the U. T. Rio Grande Valley's Hospitality and Tourism Management Program of the Robert C. Vackar College of Business and Entrepreneurship. The single-story facility will contain a test kitchen, restrooms/locker rooms, offices, multi-purpose classrooms and related parking. It is located adjacent to a proposed 138-key Hyatt Place Hotel and Conference Center. The Lessor is providing the facility fully improved to the institution's requirements.

The facility will be a site for instruction and practical experience regarding the management and operation of hospitality facilities and other instruction; there will be a separate affiliation agreement covering such matters.

Lessor: Hernandez Foundation, a Texas non-profit corporation, or a related entity

Term: The term commences on the date that Lessor substantially completes the construction of the project and continues for 10 years, plus two 10-year renewal options. The estimated commencement date is in early 2021.

Lease Cost: The base rent during the initial term will be \$26.00 per square foot, estimated at \$275,600 annually. Base rent for each of the renewal option periods will be the then-prevailing market rental rate. The lease will be a net lease, with all operating expenses paid by Lessee. Operating expenses are projected to be \$128,000 in the initial lease year; in addition, property taxes in the initial lease year of approximately \$110,000 may be assessed against the property. The total lease cost over the initial 10-year term will be approximately \$1,909,540 in base rent and \$2,760,000 in estimated operating expenses and property taxes. Over the 30 years of the initial lease term and both extension terms, the total cost of base rent, operating expenses, and taxes is estimated at roughly \$20,000,000. Lease costs are not to exceed fair market value as determined by independent appraisals; appraisals confidential pursuant to *Texas Education Code* Section 51.951.

Purchase Right: Beginning on the third anniversary of the term, U. T. Rio Grande Valley will have the right to purchase the property at a price established as fair market value by independent appraisal. In addition, the institution will have an ongoing right of first refusal should Lessor enter into an agreement to sell the property.

39. Employment Agreement - U. T. San Antonio: Approval of terms of Employment Agreement for new Head Football Coach Jeffrey Michael Traylor

The following Head Football Coach Employment Agreement has been approved by the Chancellor, the Executive Vice Chancellor for Academic Affairs, and the Vice Chancellor and General Counsel and is recommended for approval by the U. T. System Board of Regents. If the Agreement is approved, total compensation for the contract period for Jeffrey Michael Traylor will be in excess of \$1 million. Such employment under the Agreement is subject to the Constitution and Bylaws of the National Collegiate Athletic Association, any intercollegiate athletic conference of which The University of Texas at San Antonio is a member, the Regents' *Rules and Regulations*, and the policies of The University of Texas at San Antonio. Any violation of the provisions of such constitution, bylaws, rules, regulations, or policies shall be grounds for suspension without pay and/or dismissal.

Proposed: **Guaranteed compensation:**

Annual Salary:

January 1, 2020 through December 31, 2020: \$600,000  
(plus a prorated amount for the period from  
December 13, 2019 to December 31, 2019)

January 1, 2021 through December 31, 2021: \$630,000

January 1, 2022 through December 31, 2022: \$661,500

January 1, 2023 through December 31, 2023: \$694,575

January 1, 2024 through December 31, 2024: \$729,304

Automobile: At the discretion of the VP of Intercollegiate Athletics, Coach may be assigned a dealer car or \$600 monthly allowance

Social club membership: A County Club membership at a club to be determined by the University

Supplemental compensation: \$200,000 annually

Product Endorsement/Supplemental Compensation: \$200,000 per contract year for participation in agreed upon television, radio, and other media events promoting the University Football Program.

Tickets:

Twelve football season tickets

Ten tickets to away games including conference championship and Bowl Game



Moving Expenses: Not to exceed \$30,000

Executive Housing: If requested, the University will provide temporary executive housing through February 29, 2020, at a rate not to exceed a maximum of \$150 per night without prior written approval

**Nonguaranteed compensation:**

Sports Camps and Clinics: A portion of the net proceeds as approved by the VP for Intercollegiate Athletics

**Incentives:**

Team performance incentives: maximum of \$1,625,000 annually

- (a) Team achieves six regular season game wins in a season: \$50,000\*
- (b) Team achieves seven regular season game wins in a season: \$100,000\*
- (c) Team achieves eight regular season game wins in a season: \$150,000\*
- (d) Team achieves nine regular season game wins in a season: \$250,000\*
- (e) Team participates in the C-USA Championship Game: \$100,000
- (f) Team wins the C-USA Championship Game: \$25,000
- (g) Team participates in a Non-New Year's 6 Bowl Game: \$100,000
- (h) Team participates in a New Year's 6 Bowl Game: \$200,000
- (i) Team wins any Bowl Game: \$25,000
- (j) Team defeats a Power 5 program in the regular season: \$25,000
- (k) Team wins the College Football Playoff National Championship: \$500,000
- (l) C-USA Coach of the Year: \$25,000
- (m) National Coach of the Year: \$100,000
- (n) Football Ticket Sales (as calculated by University) exceed \$2 million in a season: \$150,000\*\*
- (o) Football Ticket Sales (as calculated by University) exceed \$2.5 million in a season: \$250,000\*\*
- (p) Football Ticket Sales (as calculated by University) exceed \$3 million in a season: \$350,000\*\*

Those with \* and \*\* are non-cumulative. In other words, for any particular season, Head Coach may be eligible, at most, for one of (a)-(d) and one of (n)-(p).

Description: Employment Agreement for new Head Football Coach Jeffrey Michael Traylor. Approved pursuant to Regents' *Rules and Regulations*, Rule 10501, Section 2.2.12(a).

Source of Funds: Intercollegiate Athletics

Period: December 13, 2019 through December 31, 2024

40. Lease - U. T. San Antonio: Authorization to enter into a lease for approximately 8.5 acres improved with surface parking facilities located on the Durango Loop and under IH-35, in San Antonio, Bexar County, Texas, from the Texas Department of Transportation to be used for parking by the Downtown Campus faculty, staff, and students

Description: Authorization to enter into a lease for approximately 8.5 acres improved with surface parking facilities located on the Durango Loop and under IH-35, in San Antonio, Bexar County, Texas, to be used for parking by Downtown Campus faculty, staff, and students. The lease secures approximately 8.5 acres of asphalt surface parking lots that are across the street from U. T. San Antonio's Downtown Campus. The lease is necessary due to limited on-campus parking. The permitted use under the lease is limited to parking-related operations, unless otherwise approved by the Texas Department of Transportation. U. T. San Antonio will maintain and operate the parking lots during the term of the lease.

Lessor: Texas Department of Transportation

Term: The lease commenced January 1, 2020, pending Board approval. The term is for a period of 20 years, terminating on December 31, 2039. Either party may cancel the Lease Agreement upon 24-months written notice to the other party.

Lease Cost: Base rent totals approximately \$3,857,243 from commencement of the lease through the expiration of the term. The current rent rate starts at \$17,817 per acre annually and escalates by 2.5% per year.

41. Purchase - U. T. San Antonio: Authorization to purchase approximately 1.997 acres of land, located between Dolorosa Street and West Nueva Street in the City of San Antonio, referred to as 622 Dolorosa Street and part of 227 West Nueva Street, San Antonio, Bexar County, Texas, from Bexar County, Texas, for future programmed campus expansion; and resolution regarding parity debt

Description: Purchase of approximately 1.997 acres of land, located between Dolorosa Street and West Nueva Street in the City of San Antonio, referred to as 622 Dolorosa Street and part of 227 West Nueva Street, San Antonio, Bexar County, Texas; and authorization for the Executive Director of Real Estate to execute all documents, instruments, and other agreements, and to take all further actions deemed necessary or advisable to purchase the property. The property is located east of the institution's downtown campus and will be used for future campus expansion. The land is adjacent to other property U. T. San Antonio would like to acquire and is part of U. T. San Antonio's 10-year vision and strategy for the expansion of its downtown San Antonio campus.

Seller: Bexar County, Texas

Purchase Price: Not to exceed fair market value as determined by an independent appraisal; appraisal confidential pursuant to *Texas Education Code* Section 51.951.

Right of First Offer and Right of First Refusal: U. T. San Antonio will have the right of first offer and right of first refusal to purchase a contiguous approximately 0.624-acre property.

Source of Funds: Revenue Financing System bonds repaid out of designated tuition. The institution's Scorecard Rating of 3.9 at fiscal year-end 2019 is below the maximum threshold of 6.0 and demonstrates that the institution has the financial capacity to satisfy its direct obligations related to parity debt. In approving this item, the Board will be making the findings required under Section 5 of the Amended and Restated Master Resolution establishing the Revenue Financing System relating to the issuance of parity debt on behalf of U. T. San Antonio in an aggregate amount not to exceed fair market value as established by independent appraisal, and this action satisfies the official intent requirements set forth in Section 1.150-2 of the *Code of Federal Regulations*.

## HEALTH AFFAIRS COMMITTEE

42. Other Matters - U. T. System Health Institutions: Approval of Sexual Harassment and Sexual Misconduct Policies

Sexual misconduct policies for the following U. T. System health institutions have been revised and are recommended by the Chancellor, the Executive Vice Chancellor for Health Affairs, and the Vice Chancellor and General Counsel to the Board for approval, as required by federal law as referenced in Regents' *Rules and Regulations*, Rule 30105 (Sexual Harassment, Sexual Misconduct, and Consensual Relationships):

U. T. Medical Branch - Galveston;  
U. T. Health Science Center - Houston;  
U. T. Health Science Center - San Antonio;  
U. T. M. D. Anderson Cancer Center; and  
U. T. Health Science Center - Tyler.

The Office of Systemwide Compliance recently revised its Model Policy, set forth on the following pages, to comply with recent state law changes passed in SB 212 and HB 1735. Consequently, five U. T. health institutions revised their existing policy. The revised policy has been reviewed by the Office of Systemwide Compliance and the Office of General Counsel. The revised policy complies with applicable laws and regulations and is consistent with the substantive provisions of the Model Policy.

The substantive changes to the Model Policy are as follows:

- Revising the definition of "Responsible Employee" so that all employees have a duty to report incidents and information reasonably believed to be sexual misconduct to the Title IX Coordinator (or Deputy Coordinator).
- Including a definition of "Confidential Employee".
- Adding state law provisions to the "Confidential Employee" role that require a duty to report the type of incident to the Title IX Coordinator (or Deputy Coordinator), while maintaining privacy and confidentiality of the person seeking confidential services.
- Revising the section on "Immunity" to protect from disciplinary action employees and students who act in good faith in reporting a complaint or participating in an investigatory and disciplinary process.
- Clarifying the complainant's right to request the university not to investigate, and the university's obligation to consider the interests and safety risks of the campus community when making such a determination.
- Revising the section on "Interim Measures" to acknowledge possible impacts to implementing interim measures without the Complainant's consent to disclose his or her identity to the relevant personnel involved in such matters.
- Including provisions to ensure reasonable and equitable access to all of the evidence relevant to the alleged violations in the university's possession in the investigatory and disciplinary processes.
- Adding the state law provision of "failure to report" as an additional conduct violation of the policy is subject to disciplinary action, including termination.

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**1. Title**

Sexual Misconduct Policy

For Immediate Reporting:

[INSERT TITLE IX OFFICE  
CONTACT INFORMATION  
and LINK TO WEBSITE]

Also, please see Section 3.1  
below for detailed information.

**2. Policy**

Sec. 1 General Policy Statement.

1.1 [Name of Institution] (the University) is committed to maintaining a learning and working environment that is free from discrimination based on sex in accordance with Title IX of the Higher Education Amendments of 1972 (Title IX), which prohibits discrimination on the basis of sex in educational programs or activities; Title VII of the Civil Rights Act of 1964 (Title VII), which prohibits sex discrimination in employment; and the Campus Sexual Violence Elimination Act (SaVE Act). Sexual misconduct, as defined in Part 3, Definitions and Examples, will not be tolerated and will be subject to disciplinary action.

1.2 The University will promptly discipline any individuals or organizations within its control who violate this Policy. The University encourages you to promptly report violations of this Policy to the Title IX Coordinator or Deputy Coordinators (collectively "Title IX Office") or a Responsible Employee, as identified in Section 3.3 below.

1.3 Free Speech. This Policy encourages and respects the right of free speech guaranteed by the First Amendment of the Constitution and the principles of academic freedom. Constitutionally protected expression cannot be considered harassment under this policy. Each faculty member is entitled to full freedom in the classroom in discussing the subject which they teach. The right to free speech and principles of academic freedom are not absolute, however. The offensive conduct underlying some incidents might be protected speech, but it may still be in contradiction to the University's commitment to academic freedom, integrity, honesty, dignity, respect and honorable conduct (*see generally* Regents Rule 10901, *Statement of U.T. System Values and Expectations*). In these instances, constitutional rights will continue to be protected, but the University will also exercise its right to speak and engage in educational dialogue with those engaged in these types of behaviors. Further, some offensive conduct, even though it contains elements of speech, may rise to the level of the type of conduct that creates a sexually hostile environment and, thus, violates this policy.

Sec. 2 Applicability. This Policy applies to all University administrators, faculty, staff, students, and third parties within the University's control, including visitors and

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applicants for admission or employment. It applies to conduct regardless of where it occurs, including off University property, if it potentially affects the complainant's education or employment with the University or potentially affects the University community. It also applies regardless of the gender, gender identity or sexual orientation of the parties. In addition, it applies to any complaint made verbally or in writing.

#### Sec. 3 Filing a Complaint and Reporting Violations.

3.1 Title IX Coordinator and Deputy Coordinators. The Title IX Coordinator and Deputy Coordinators are: **[Insert Names/Contact info for Coordinators]**

3.2 All Members of the University Community, Third Parties and anonymous Complainants are strongly encouraged to immediately report any incidents of sexual misconduct and other inappropriate sexual conduct to the Title IX Office.

a. Anonymity. You may file an anonymous complaint by telephone, in writing or electronically **[INSERT LINK TO WEBSITE REPORTING SYSTEM]** with the Title IX Office. Your decision to remain anonymous, however, may greatly limit the University's ability to stop the alleged conduct, collect evidence, or take action against parties accused of violating the Policy.

b. Confidentiality. Most University employees are required to report and respond to complaints of sexual misconduct and may be unable to honor a request for confidentiality. Complainants who want to discuss a complaint in strict confidence may use the resources outlined in Section 3.6 below.

c. Timeliness of Complaint. You should report sexual misconduct as soon as you become aware of such conduct.

3.3 Responsible Employees. You may also report incidents to Responsible Employees, as defined below.

3.4 Reporting to Law Enforcement. You may also make a complaint with The University of Texas at **[institution]** Police Department at **[insert phone]** (non-emergency) or **[insert phone]** (emergency) or to the City of **[insert ]** Police Department **[phone]** (non-emergency) or 911 (emergency) or to other local law enforcement authorities. The Title IX Office can help individuals contact these law enforcement agencies. Employees and students with protective or restraining orders relevant to a complaint are encouraged to provide a copy to the University Police Department.

3.5 Reporting to Outside Entities. You may also contact the following external agencies:

For students:

Office of Civil Rights

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U.S. Department of Education  
1999 Bryan Street, Suite 1620  
Dallas, TX 75201-6810  
214-661-9600  
214-661-9587 (fax)

Office for Civil Rights  
U.S. Department of Health and Human Services  
1301 Young Street, Suite 1169  
Dallas, TX 75202  
Phone: (800) 537-7697  
FAX: (214) 767-0432

For employees:

U.S. Equal Employment Opportunity Commission  
Dallas District Office  
207 S. Houston Street, 3<sup>rd</sup> Floor  
Dallas, TX 75202  
Phone: (800) 669-4000  
FAX: (214) 253-2720

Texas Workforce Commission  
Civil Rights Division  
101 E. 15th Street  
Room 144-T  
Austin, TX 78778-0001  
512-463-2642

3.6 Confidential Support and Resources. Students may discuss an incident with Confidential Employees (as defined below) or an off-campus resource (i.e. rape crisis center, doctor, psychologist, etc.) without concern that the person's identity will be reported to the Title IX Office. Employees may also seek assistance from the Employee Assistance Program, their own personal health care provider, the clergyperson of their choice, or an off-campus rape crisis resource without concern that the person's identity will be reported to the Title IX Office.

The University and community resources that provide confidential services are: **[insert resources]**

3.7 Immunity. In an effort to encourage reporting of sexual misconduct, the University will grant immunity from student and/or employee disciplinary action to a person who acts in good faith in reporting a complaint, participating in an investigation, or participating in a disciplinary process. This immunity does not extend to the person's own violations of this Policy.

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Sec. 4. Parties' Rights Regarding Confidentiality. The University has great respect for the privacy of the parties in a complaint. Under federal and state law, however, Responsible Employees (defined below) who receive a report of sexual misconduct must share that information with the Title IX Office. Those individuals may need to act to maintain campus safety and must determine whether to investigate further under Title IX, regardless of the complainant's request for confidentiality.

In making determinations regarding requests for confidentiality, requests to not investigate, and/or the disclosure of identifying information to the respondent, the Title IX Coordinator must deliberately weigh the rights, interests, and safety of the complainant, the respondent and the campus community. Factors the University must consider when determining whether to investigate an alleged incident of sexual misconduct include, but are not limited to:

- The seriousness of the alleged incident;
- Whether the University has received other reports of alleged sexual misconduct by the alleged respondent;
- Whether the alleged incident poses a risk or harm to others; and
- Any other factors the University determines relevant.

If the complainant requests the University not to investigate, the Title IX Coordinator must inform the complainant of the decision whether or not to investigate.

In the course of the investigation, the University may share information only as necessary with people who need to know in compliance with the law, which may include but is not limited to the investigators, witnesses, and the respondent. The University will take all reasonable steps to ensure there is no retaliation against the parties or any other participants in the investigation.

Sec. 5. Resources and Assistance.

5.1 Immediate Assistance.

**[List on and off University resources for health care, police, and counseling]**

- A. Healthcare. If you experience any form of sexual, domestic, or dating violence, you are encouraged to seek immediate medical care. Also, preserving DNA evidence can be key to identifying the perpetrator in a sexual violence case. Victims can undergo a medical exam to preserve physical evidence with or without police involvement. If possible, this should be done immediately. If an immediate medical exam is not possible, individuals who have experienced a sexual assault may have a Sexual Assault Forensic Exam (SAFE) performed by a Sexual Assault Nurse



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Examiner (SANE) within 4 days of the incident. With the examinee's consent, the physical evidence collected during this medical exam can be used in a criminal investigation; however, a person may undergo a SAFE even without contacting, or intending to contact, the police. To undergo a SAFE, go directly to the emergency department of [insert hospital with SAFE capabilities] or the nearest hospital that provides SAFE services.

For more information about the SAFE, see [https://www.texasattorneygeneral.gov/files/cvs/sexual\\_assault\\_examination.pdf](https://www.texasattorneygeneral.gov/files/cvs/sexual_assault_examination.pdf). The cost of the forensic portion of the exam is covered by the law enforcement agency that is investigating the assault or, in cases where a report will not be made to the police, the Texas Department of Public Safety. This does not include fees related to medical treatment that are not a part of the SAFE.

- B. Police Assistance. If you experienced or witnessed sexual misconduct, the University encourages you to make a report to the police. The police may, in turn, share your report with the Title IX Office.

A police department's geographic jurisdiction depends on where the sexual misconduct occurred. Thus, if the incident occurred on the University campus, you may file a report with the [insert campus police name] by calling [number] or in person at [insert institution PD name] headquarters at [insert address], even if time has passed since the assault occurred.

[Institution PD name] can also assist with filing any protective orders. Reporting an assault to law enforcement does not mean the case will automatically go to criminal trial or to a University disciplinary hearing. If the University police are called, a uniformed officer will be sent to the scene to take a detailed statement. A police department counselor may also provide you with a ride to the hospital. You may also file a report with the University police even if the assailant was not a University student or employee. If the incident occurred in the City of [insert City name], but off campus, you may also file a report with the [City] Police Department, even if time has passed since the assault occurred. If a report is made to the police, a uniformed officer will usually be dispatched to the location to take a written report.

- C. Counseling and Other Services. If you experience sexual misconduct, you are strongly encouraged to seek counseling or medical and psychological care even if you do not plan to request a SAFE or report the assault to the police. You may be prescribed medications to prevent sexually transmitted infections and/or pregnancy even if the police are not contacted or if a SAFE is not performed. Similarly, other individuals impacted or affected by a sexual misconduct complaint are encouraged to seek counseling or psychological care.

You may receive medical care at the University Health Services (for students only), at a local emergency room, or by a private physician. You

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may also be provided with psychological support by the University Counseling and Psychological Services (students), Employee Assistance (employees), a referral through the Employee Assistance Program, or a care provider of your choosing.

Students desiring counseling should contact:

**[insert office and contact information]**

Faculty and staff should contact:

**[insert office and contact information]**

5.2 Interim Measures.

The University will offer reasonably available individualized services to the parties involved in an alleged incident of sexual misconduct, when applicable.

Interim measures may include but are not limited to reassignment, suspension, counseling, extensions of time or other course-related adjustments, modifications of work or class schedules, withdrawal from or retake of a class without penalty, campus escort services, restrictions on contact between the parties, change in work or housing locations, leaves of absences, increased security and monitoring of certain areas of campus or other similar accommodations tailored to the individualized needs of the parties.

The University's ability to implement interim measures may be affected if the Complainant requests that the University not disclose the Complainant's identity to relevant University personnel involved in implementing interim measures.

Sec. 6 The Investigation Process—What You Need to Know.

6.1 Key Officials in an Investigation.

A. Title IX Coordinator. The Title IX Coordinator is the senior University administrator who oversees the University's compliance with Title IX. The Title IX Coordinator is responsible for overseeing the administrative response to reports of sexual misconduct and is available to discuss options, provide support, explain University policies and procedures, and provide education on relevant issues. The Title IX Coordinator may designate one or more Deputy Title IX Coordinators.

Any member of the University community may contact the Title IX Coordinator with questions.

B. Investigators. The Title IX Coordinator will ensure that complaints are properly investigated under this Policy. The Title IX Coordinator will also ensure that investigators are properly trained at least annually to conduct investigations that occur under this Policy. The Title IX Deputy Coordinators will supervise and advise the Title IX investigators when

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conducting investigations and update the Title IX Coordinator as necessary.

6.2 Notification of University Offices Offering Assistance. After receiving a complaint, the Title IX Office will inform the parties of available resources and assistance. While taking into consideration requested confidentiality, the [insert student victim resource coordinator info] for students and [Employee Relations] office may serve as a liaison between the parties and the Title IX Office during the investigation.

6.3 Informal Resolution of Certain Complaints. (OPTIONAL)

Both parties may voluntarily agree to use this option instead of or before the formal resolution process but are not required to do so. Also, this option is not permitted for sexual violence cases. Anyone who believes that they have been subjected to sexual misconduct may immediately file a formal complaint as described in Section 3 of this Policy. Anyone interested in the informal resolution process, should contact the Title IX Coordinator. Before beginning the informal resolution process, the Title IX Coordinator must provide both parties full disclosure of the allegations and their options for formal resolution. At any time during the informal resolution process, the complainant may elect to discontinue to informal resolution process and file a formal complaint.

A. Informal Assistance. If informal assistance is appropriate, the individual will be provided assistance in informally resolving the alleged sexual misconduct. Assistance may include providing the complainant with strategies for communicating with the offending party that the behavior is unwelcomed and should cease, directing a University official to inform the offending party to stop the unwelcomed conduct, or initiating mediation. However, the University may take more formal action, including disciplinary action, to ensure an environment free of sexual harassment or sexual misconduct.

B. Timeframe. Informal resolutions of a complaint will be concluded as soon as possible.

C. Documentation. The University will document and record informal resolutions. The Title IX Coordinator will retain the documentation.

6.4 Formal Complaint and Investigation.

Formal Complaint. To begin the investigation process, the complainant should submit a written statement setting out the details of the conduct that is the subject of the complaint, including the following:

- complainant's name and contact information;
- name of the person directly responsible for the alleged violation;
- detailed description of the conduct or event that is the basis of the alleged violation;

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- date(s) and location(s) of the alleged occurrence(s);
- names of any witnesses to the alleged occurrence(s); the resolution sought; and
- any documents or information that is relevant to the complaint.

The University may initiate an investigation regardless of the manner in which a complaint is received or whether a complaint is received at all. However, the complainant is strongly encouraged to file a written complaint. If the complaint is not in writing, the investigator should prepare a statement of what they understand the complaint to be and ask the complainant to verify that statement. The University office receiving the complaint must refer the complaint to the Title IX Coordinator.

Investigation.

- A. After an investigator is assigned, the respondent will be provided notice of the complaint and be allowed a reasonable time to respond in writing.
- B. The parties may present any information and evidence that may be relevant to the complaint, including the names of any witnesses who may provide relevant information.
- C. The investigators will interview relevant and available witnesses. Neither the complainant nor the respondent will normally attend these interviews or the gathering of evidence; however, if either one is permitted to attend, the other shall have the same right.
- D. The investigation of a complaint will be concluded as soon as possible after receipt of the complaint. The parties should be provided updates on the progress of the investigation.
- E. After the investigation is complete, a written report<sup>1</sup> will be issued to the Title IX Coordinator and the appropriate administrator. The report shall include factual findings and a preliminary conclusion regarding each allegation of whether a policy violation occurred (based on a “preponderance of the evidence” standard).
- F. After the written report is completed, both parties will be allowed to inspect the report and will have reasonable and equitable access to all of the evidence relevant to the alleged violation(s) in the University’s possession, subject to FERPA and Texas Education Code, Section 51.971. Each party will have 7 business days to submit written comments regarding the investigation to the Title IX Coordinator.

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<sup>1</sup> Appropriate report redactions will be made to comply with Texas Education Code, Section 51.971.

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G. Within 7 business days after the deadline for receipt of comments from the parties, the Title IX Coordinator (or designee) will:

- request further investigation into the complaint;
- dismiss the complaint if it is determined that no violation of policy or inappropriate conduct occurred; or
- find that the Policy was violated.

H. If it is determined that the Policy was violated, the matter will be referred for disciplinary action.

I. The parties shall be informed concurrently in writing of the decision in accordance with section 6.4.F of this Policy.

J. If disciplinary action or sanction(s) is warranted, it will be imposed in accordance with the applicable policies and procedures.

6.5 Standard of Proof. All investigations will use the preponderance of the evidence standard, as defined in Part 3, Definitions and Examples, to determine violations of this Policy.

6.6 Timeliness. Best efforts will be made to complete the complaint process in a timely manner by balancing principles of thoroughness and fundamental fairness with promptness.

At the request of law enforcement, the University may defer its fact-gathering until after the initial stages of a criminal investigation. In such an instance, the University will promptly resume its fact-gathering as soon as law enforcement has completed its initial investigation, or if the fact-gathering is not completed in a reasonable time, the University will move forward.

The filing of a complaint under this Policy does not excuse the complainant from meeting time limits imposed by outside agencies. Likewise, the applicable civil or criminal statute of limitations will not affect the University's investigation of the complaint.

6.7 Due Process and Privacy Rights.

- The University will strive to ensure that the steps it takes to provide due process to the respondent will not restrict or delay the protections provided by Title IX to the complainant.
- The Family Educational Rights and Privacy Act (FERPA) does not override federally protected due process rights of a respondent.

6.8 Remedies. In addition to sanctions that may be imposed pursuant to the appropriate disciplinary policy, the University will take appropriate action(s), including but not limited to those below to resolve complaints of sexual misconduct, prevent any recurrence and, as appropriate, remedy any effects:

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- (a) Imposing sanctions against the respondent, including attending training, suspension, termination or expulsion;
- (b) Ensuring the parties do not share classes, working environments or extracurricular activities;
- (c) Making modifications to the on campus living arrangements of the parties;
- (d) Providing comprehensive services to the parties including medical, counseling and academic support services, such as tutoring;
- (e) Providing the parties extra time to complete or re-take a class or withdraw from a class without an academic or financial penalty;
- (f) Determining whether sexual misconduct adversely affected the complainant's University standing;
- (g) Designating an individual specifically trained in providing trauma-informed comprehensive services;
- (h) Conducting a University climate check to assess the effectiveness of sexual misconduct prevention measures;
- (i) Providing targeted training for a group of students, including bystander intervention and sexual misconduct prevention programs;
- (j) Issuing policy statements regarding the University's intolerance of sexual misconduct.

6.9 Sanctions and Discipline. Disciplinary action will be handled under the appropriate disciplinary policy depending on the status of the respondent.

**[LINK TO APPROPRIATE POLICIES]**

Sec. 7. Provisions Applicable to the Investigation.

7.1 Assistance. During the investigation process, both parties may be assisted by an advisor, who may be an attorney; however, the advisor may not actively participate in a meeting or interview.

7.2 Time Limitations. Time limitations in these procedures may be modified by the Title IX Coordinator or appropriate administrator on a written showing of good cause by the parties or the University.

7.3 Concurrent Criminal or Civil Proceedings. The University will not wait for the outcome of a concurrent criminal or civil justice proceeding to take action. The University has an independent duty to investigate complaints of sexual misconduct. (Except as provided in Sec. 6.7).

7.4 Documentation. The University shall document complaints and their resolution and retain copies of all materials in accordance with state and federal records laws and University policy.

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Sec 8. Dissemination of Policy and Educational Programs.

- 8.1 This Policy will be made available to all University administrators, faculty, staff, and students online at [insert website link] and in University publications. Periodic notices will be sent to University administrators, faculty, staff and students about the University's Sexual Misconduct Policy, including but not limited to at the beginning of each fall and spring semester. The notice will include information about sexual misconduct, including the complaint procedure, and about University disciplinary policies and available resources, such as support services, health, and mental health services. The notice will specify the right to file a complaint under this Policy and with law enforcement and will refer individuals to designated offices or officials for additional information.
- 8.2 Ongoing Sexual Misconduct Training. The University's commitment to raising awareness of the dangers of sexual misconduct includes offering ongoing education through annual training and lectures by faculty, staff, mental health professionals, and/or trained University personnel. Preventive education and training programs will be provided to University administrators, faculty, staff, and students and will include information about primary prevention, risk reduction, and bystander intervention: [Link to web page with training provided]
- 8.3 Training of Coordinators, Investigators, Hearing and Appellate Authorities. All Title IX Coordinators, Deputy Coordinators, investigators, and those with authority over sexual misconduct hearings and appeals shall receive training each academic year about offenses, investigatory procedures, due process, and University policies related to sexual misconduct.
- 8.4 Annual Reporting and Notice. The University's Title IX General Policy Statement will be made available to all students, faculty, and employees online, in required publications and in specified departments.

Sec. 9. Additional Conduct Violations.

- 9.1 Retaliation. Any person who retaliates against the parties or any other participants in an investigation or disciplinary process relating to a complaint, or any person who under this Policy opposed any unlawful practice, is subject to disciplinary action up to and including dismissal or separation from the University. If any participant in an investigation believes they have been subject to retaliation, they should immediately report the alleged retaliatory conduct to the Title IX Office. [INSERT CITE TO RETALIATION POLICY]
- 9.2 False Complaints. Any person who knowingly files a false complaint under this Policy is subject to disciplinary action up to and including dismissal or separation from the University. A finding that a respondent is not responsible for the sexual misconduct alleged does not imply a report was false.
- 9.3 Interference with an Investigation. Any person who interferes with an investigation conducted under this Policy is subject to disciplinary action up to

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and including dismissal or separation from the University. Interference with an ongoing investigation may include, but is not limited to:

- (a) Attempting to coerce, compel, or prevent an individual from providing testimony or relevant information;
- (b) Removing, destroying, or altering documentation relevant to the investigation; or
- (c) Knowingly providing false or misleading information to the investigator or Title IX Office, or encouraging others to do so.

9.4 Failure to Report for Responsible Employees. Under state law, if a Responsible Employee knowingly fails to report all information concerning an incident the employee reasonably believes constitutes stalking, dating violence, sexual assault, or sexual harassment committed by or against a student or employee at the time of the incident, the employee is subject to disciplinary action, including termination.

For purposes of Failure to Report, the definition of sexual harassment is broader than the definition of sexual harassment under this Policy and is defined as: Unwelcome, sex-based verbal or physical conduct that:

- (a) in the employment context, unreasonably interferes with a person's work performance or creates an intimidating, hostile, or offensive work environment; or
- (b) in the education context, is sufficiently severe, persistent, or pervasive that the conduct interferes with a student's ability to participate in or benefit from educational programs or activities at a postsecondary institution.

9.5. No Effect on Pending Personnel or Academic Actions Unrelated to the Complaint. The filing of a complaint under this Policy will not stop or delay any action unrelated to the complaint, including: (1) any evaluation or disciplinary action relating to a complainant who is not performing up to acceptable standards or who has violated University rules or policies; (2) any evaluation or grading of students participating in a class, or the ability of a student to add/drop a class, change academic programs, or receive financial reimbursement for a class; or (3) any job-related functions of a University employee. Nothing in this section shall limit the University's ability to take interim action.

Sec. 10 Documentation. The University shall confidentially maintain information related to complaints under this Policy, as required by law.



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**3. Definitions and Examples<sup>2</sup>**

**Complainant** – The student, employee or third party who presents as the victim of any prohibited conduct under this Policy, regardless of whether that person makes the report or seeks action under this Policy.

**Coercion** – The use of pressure to compel another individual to initiate or continue sexual activity against an individual’s will. Coercion can include a wide range of behaviors, including psychological or emotional pressure, physical or emotional threats, intimidation, manipulation, or blackmail that causes the person to engage in unwelcome sexual activity. A person’s words or conduct are sufficient to constitute coercion if they eliminate a reasonable person’s freedom of will and ability to choose whether or not to engage in sexual activity. Examples of coercion include but are not limited to threatening to “out” someone based on sexual orientation, gender identity, or gender expression; threatening to harm oneself if the other party does not engage in the sexual activity; and threatening to expose someone’s prior sexual activity to another person.

**Confidential Employees** – Confidential Employees include counselors in Counseling and Psychological Services, a health care provider in Health Services, or clergypersons. Additionally, employees who receive information regarding an incident of sexual misconduct under circumstances that render the employee’s communications confidential or privileged under other law (such as attorneys) are also considered “Confidential Employees.”

Note: Under state law, Confidential Employees who receive information regarding incidents of sexual harassment, sexual assault, dating violence or stalking committed by or against a student or an employee of the University, are required to report the **type of incident** to the Title IX Coordinator (or Deputy Coordinators). Confidential Employees may not include any information that would violate a student’s expectation of privacy. The Confidential Employee’s duty to report an incident under any other law also applies.

**Consent** – A voluntary, mutually understandable agreement that clearly indicates a willingness to engage in each instance of sexual activity. Consent to one act does not imply consent to another. Past consent does not imply future consent. Consent to engage in sexual activity with one person does not imply consent to engage in sexual activity with another. Consent can be withdrawn at any time. Any expression of an unwillingness to engage in any instance of sexual activity establishes a presumptive lack of consent.

Consent is not effective if it results from: (a) the use of physical force, (b) a threat of physical force, (c) intimidation, (d) coercion, (e) incapacitation or (f) any other factor that would eliminate an individual’s ability to exercise his or her own free will to choose whether or not to have sexual activity.

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<sup>2</sup> The definitions provided in the main body of the text are the definitions adopted by the University. When applicable, we have included the state law definition. In any criminal action brought by law enforcement, the state law definition will apply.

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A current or previous dating or sexual relationship, by itself, is not sufficient to constitute consent. Even in the context of a relationship, there must be a voluntary, mutually understandable agreement that clearly indicates a willingness to engage in each instance of sexual activity.

The definition of consent for the crime of sexual assault in Texas can be found in Section 22.011(b) of the Texas Penal Code.<sup>3</sup>

**Dating Violence**<sup>4</sup> – Violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim.

The existence of such a relationship shall be determined by the victim with consideration of the following factors:

- a) The length of the relationship;
- b) The type of relationship; and
- c) The frequency of interaction between the persons involved in the relationship

Dating violence includes, but is not limited to, sexual or physical abuse or the threat of such abuse. It does not include acts covered under the definition of domestic violence.

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<sup>3</sup> Texas Penal Code, Section 22.011(b) states that a sexual assault is without consent if: (1) the actor compels the other person to submit or participate by the use of physical force or violence; (2) the actor compels the other person to submit or participate by threatening to use force or violence against the other person, and the other person believes that the actor has the present ability to execute the threat; (3) the other person has not consented and the actor knows the other person is unconscious or physically unable to resist; (4) the actor knows that as a result of mental disease or defect the other person is at the time of the sexual assault incapable either of appraising the nature of the act or of resisting it; (5) the other person has not consented and the actor knows the other person is unaware that the sexual assault is occurring; (6) the actor has intentionally impaired the other person's power to appraise or control the other person's conduct by administering any substance without the other person's knowledge; (7) the actor compels the other person to submit or participate by threatening to use force or violence against any person, and the other person believes that the actor has the ability to execute the threat.

<sup>4</sup> Dating Violence is defined by the Texas Family Code, Section 71.0021 as:

- (a) an act, other than a defensive measure to protect oneself, by an actor that:
  - (1) is committed against a victim:
    - (A) with whom the actor has or has had a dating relationship; or
    - (B) because of the victim's marriage to or dating relationship with an individual with whom the actor is or has been in a dating relationship or marriage; and
  - (2) is intended to result in physical harm, bodily injury, assault, or sexual assault or that is a threat that reasonably places the victim in fear of imminent physical harm, bodily injury, assault, or sexual assault.
- (b) For purposes of this title, "dating relationship" means a relationship between individuals who have or have had a continuing relationship of a romantic or intimate nature. The existence of such a relationship shall be determined based on consideration of:
  - (1) the length of the relationship;
  - (2) the nature of the relationship; and
  - (3) the frequency and type of interaction between the persons involved in the relationship.
- (c) A casual acquaintanceship or ordinary fraternization in a business or social context does not constitute a "dating relationship" under Subsection (b).

Texas Penal Code, Section 22.01 provides the criminal penalties associated with Dating Violence.

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**Domestic (Family) Violence**<sup>5</sup> – includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the state of Texas, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the state of Texas.

**Hostile Environment** – exists when sexual harassment (which is a form of sex-based harassment) is sufficiently severe or pervasive to deny or limit the individual's ability to participate in or benefit from the University's programs or activities or an employee's terms and conditions of employment.<sup>6</sup> A hostile environment can be created by anyone involved in a University's program or activity (e.g., administrators, faculty members, employees, students, and University visitors).

In determining whether sex-based harassment has created a hostile environment, the University considers the conduct in question from both a subjective and objective perspective. It will be necessary, but not adequate, that the conduct was unwelcome to the individual who was harassed. To conclude that conduct created or contributed to a hostile environment, the University must also find that a reasonable person in the individual's position would have perceived the conduct as undesirable or offensive.

To ultimately determine whether a hostile environment exists for an individual or individuals, the University considers a variety of factors related to the severity, persistence, or pervasiveness of the sex-based harassment, including: (1) the type, frequency, and duration of the conduct; (2) the identity and relationships of the persons involved; (3) the number of individuals involved; (4) the location of the conduct and the context in which it occurred; and (5) the degree to which the conduct affected an individual's education or employment.

The more severe the sex-based harassment, the less need there is to show a repetitive series of incidents to find a hostile environment. Indeed, a single instance of sexual assault may be sufficient to create a hostile environment. Likewise, a series of incidents may be sufficient even if the sex-based harassment is not particularly severe.

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<sup>5</sup> Family Violence is defined by the Texas Family Code Section 71.004 as:

- (1) an act by a member of a family or household against another member of the family or household that is intended to result in physical harm, bodily injury, assault, or sexual assault or that is a threat that reasonably places the member in fear of imminent physical harm, bodily injury, assault, or sexual assault, but does not include defensive measures to protect oneself;
- (2) abuse, as that term is defined by Sections [261.001](#)(1)(C), (E), and (G), by a member of a family or household toward a child of the family or household; or
- (3) dating violence, as that term is defined by Section [71.0021](#).

Texas Penal Code Section 22.01 provides the criminal penalties associated with Domestic (Family) Violence.

<sup>6</sup> Depending on the facts of a particular case, the University may investigate claims of hostile work environment under this Policy, the University's gender discrimination policy, or both. See Department of Education, Office for Civil Rights, January 2001 Revised Sexual Harassment Guidance, page 2.

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**Incapacitation** – Incapacitation is the inability, temporarily or permanently, to give consent because the individual is mentally and/or physically helpless, either voluntarily or involuntarily, or the individual is unconscious, asleep, or otherwise unaware that the sexual activity is occurring. In addition, an individual is incapacitated if they demonstrate that they are unaware at the time of the incident of where they are, how they got there, or why or how they became engaged in a sexual interaction.

The University offers the following guidance on consent and assessing incapacitation:

When alcohol is involved, incapacitation is a state beyond drunkenness or intoxication. When drug use is involved, incapacitation is a state beyond being under the influence or impaired by use of the drug. Alcohol and other drugs impact each individual differently, and determining whether an individual is incapacitated requires an individualized determination.

In evaluating consent in cases of alleged incapacitation, the University asks two questions:

- (1) Did the person initiating sexual activity know that the other party was incapacitated? and if not,
- (2) Should a sober, reasonable person in the same situation have known that the other party was incapacitated?

If the answer to either of these questions is “YES,” consent was absent and the conduct is likely a violation of this Policy.

One need not be a medical expert in assessing incapacitation. One should look for the common and obvious warning signs that show that a person may be incapacitated or approaching incapacitation. Although every individual may show signs of incapacitation differently, some signs include clumsiness, difficulty walking, poor judgment, difficulty concentrating, slurred speech, vomiting, combativeness, incontinence or emotional volatility. A person who is incapacitated may not be able to understand some or all of the following questions: “Do you know where you are?” “Do you know how you got here?” “Do you know what is happening?” “Do you know whom you are with?”

An individual’s level of intoxication may change over a period of time based on a variety of subjective factors, including the amount of substance intake, speed of intake, body mass, and metabolism. It is especially important, therefore, that anyone engaging in sexual activity is aware of both their own and the other person’s level of intoxication and capacity to give consent.

The use of alcohol or other drugs can lower inhibitions and create an atmosphere of confusion about whether consent is effectively sought and freely given. If there is any doubt as to the level or extent of one’s own or the other individual’s intoxication or incapacitation, the safest course of action is to forgo or cease any sexual contact.

**Being impaired by alcohol or other drugs is no defense to any violation of this Policy.**

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**Intimidation** – Unlawfully placing another person in reasonable fear of bodily harm through the use of threatening words and/or other conduct, but without displaying a weapon or subjecting the victim to actual physical attack.

**Other Inappropriate Sexual Conduct** – Includes unwelcome sexual advances, requests for sexual favors, or verbal or physical conduct of a sexual nature directed towards another individual that does not rise to the level of sexual harassment but is unprofessional, inappropriate for the workplace or classroom and is not protected speech. It also includes consensual sexual conduct that is unprofessional and inappropriate for the workplace or classroom. Depending on the facts of a complaint, the conduct may not violate this Policy but may violate other university policies including but not limited to standards of conduct or professionalism policies.

**Parties** -- The term “parties” refers to the “complainant” and the “respondent” in a Title IX complaint.

**Preponderance of the Evidence** – The greater weight of the credible evidence. Preponderance of the evidence is the standard for determining allegations of sexual misconduct under this Policy. This standard is satisfied if the action is deemed more likely to have occurred than not.

**Respondent** -- The student, employee, or third party who has been accused of violating this policy.

**Responsible Employee** – A University employee who has the duty to report incidents of and information reasonably believed to be sexual misconduct to the Title IX Office. All employees are Responsible Employees except Confidential Employees. Responsible Employees include all administrators, faculty, staff, resident life directors and advisors, and graduate teaching assistants. Responsible Employees must report all known information concerning the incident to the Title IX Office, and must include whether a complainant has expressed a desire for confidentiality in reporting the incident.

**Retaliation** – Any adverse action threatened or taken against someone *because* the individual has filed, supported, provided information in connection with a complaint of sexual misconduct or engaged in other legally protected activities. Retaliation includes, but is not limited to, intimidation, threats or harassment against any complainant, respondent, witness or third party.

**Sexual Assault**<sup>7</sup> – An offense that meets the definition of rape, fondling, incest, or statutory rape:

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<sup>7</sup> Sexual Assault is defined by Texas Penal Code, Section 22.011 as intentionally or knowingly:

- a) Causing the penetration of the anus or sexual organ of another person by any means, without that person’s consent; or
- b) Causing the penetration of the mouth of another person by the sexual organ of the actor, without that person’s consent; or
- c) Causing the sexual organ of another person, without that person’s consent, to contact or penetrate the mouth, anus, or sexual organ of another person, including the actor.

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- a) *Rape*: the penetration, no matter how slight, of the vagina or anus with any body part or object, or oral penetration by a sex organ of another person, without the consent of the victim.
- b) *Fondling*: The touching of the private body parts of another person for the purpose of sexual gratification, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental incapacity.
- c) *Incest*: Sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by law.
- d) *Statutory Rape*: Sexual intercourse with a person who is under the statutory age of consent.

**Sexual Exploitation** – Conduct where an individual takes non-consensual or abusive sexual advantage of another for their own benefit, or to benefit anyone other than the one being exploited. Examples of sexual exploitation include, but are not limited to, engaging in voyeurism; forwarding of pornographic or other sexually inappropriate material by email, text, or other channels to non-consenting students/groups; the intentional removal of a condom or other contraceptive barrier during sexual activity without the consent of a sexual partner; and any activity that goes beyond the boundaries of consent, such as recording of sexual activity, letting others watch consensual sex, or knowingly transmitting a sexually transmitted disease (STD) to another.

**Sexual Harassment** – Unwelcome conduct of a sexual nature including but not limited to unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature, when:

- a) Submission to such conduct is made either explicitly or implicitly a term or condition of a person's student status, employment, or participation in University activities; or
- b) Such conduct is sufficiently severe or pervasive that it creates a hostile environment, as defined in this Policy..

Sexual harassment is a form of sex discrimination that includes:

- a) Sexual violence, sexual assault, stalking, domestic violence and dating violence as defined herein.
- b) Physical conduct, depending on the totality of the circumstances present, including frequency and severity, including but not limited to:
  - i. unwelcome intentional touching; or
  - ii. deliberate physical interference with or restriction of movement.
- c) Verbal conduct not necessary to an argument for or against the substance of any political, religious, philosophical, ideological, or academic idea, including oral, written, or symbolic expression, including but not limited to:
  - i. explicit or implicit propositions to engage in sexual activity;
  - ii. gratuitous comments, jokes, questions, anecdotes or remarks of a sexual nature about clothing or bodies;
  - iii. gratuitous remarks about sexual activities or speculation about sexual experiences;

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- iv. persistent, unwanted sexual or romantic attention;
- v. subtle or overt pressure for sexual favors;
- vi. exposure to sexually suggestive visual displays such as photographs, graffiti, posters, calendars or other materials; or
- vii. deliberate, repeated humiliation or intimidation based upon sex.

**Sexual Misconduct** – A broad term encompassing a range of non-consensual sexual activity or unwelcome behavior of a sexual nature. The term includes, but is not limited to, sexual assault, sexual exploitation, sexual intimidation, sexual harassment, domestic violence, dating violence, and stalking. The term also includes “other inappropriate sexual conduct,” as defined above. Sexual misconduct can be committed by any person, including strangers or acquaintances.

**Sexual Violence** – Physical sexual acts perpetrated against a person’s will or where a person is incapable of giving consent. The term includes, but is not limited to, rape, sexual assault, sexual battery, sexual coercion, sexual abuse, indecency with a child, and/or aggravated sexual assault.

**Stalking**<sup>8</sup> – Engaging in a course of conduct directed at a specific person that would cause a reasonable person to fear for his or her safety or the safety of others, or suffer substantial emotional distress. For the purposes of this definition--

- a) *Course of conduct* means two or more acts, including, but not limited to, acts in which the stalker directly, indirectly, or through third parties, by any action, method, device, or means, follows, monitors, observes, surveils, threatens, or communicates to or about a person, or interferes with a person’s property.
- b) *Reasonable person* means a reasonable person under similar circumstances and with similar identities to the victim.
- c) *Substantial emotional distress* means significant mental suffering or anguish that may, but does not necessarily, require medical or other professional treatment or counseling.

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<sup>8</sup> Stalking as defined by Texas Penal Code, Section 42.072 is when an individual on more than one occasion and pursuant to the same scheme or course of conduct that is directed specifically at another person, knowingly engages in conduct that:

- a) is considered harassment, or that the actor knows or reasonably should know the other person will regard as threatening:
  - i. bodily injury or death for the other person;
  - ii. bodily injury or death for a member of the other person’s family or household or for an individual with whom the other person has a dating relationship; or
  - iii. that an offense will be committed against the other person’s property;
- b) causes the other person, a member of the other person’s family or household, or an individual with whom the other person has a dating relationship to be placed in fear of bodily injury or death or in fear that an offense will be committed against the other person’s property, or to feel harassed, annoyed, alarmed, abused, tormented, embarrassed, or offended; and
- c) would cause a reasonable person to:
  - i. fear bodily injury or death for himself or herself;
  - ii. fear bodily injury or death for a member of the person’s family or household or for an individual with whom the person has a dating relationship;
  - iii. fear that an offense will be committed against the person’s property; or
  - iv. feel harassed, annoyed, alarmed, abused, tormented, embarrassed, or offended.

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**4. Relevant Federal and State Statutes, and Standards**

[Title IX of the Education Amendments of 1972, 20 U.S.C. §§ 1681–1688 and its implementing regulations, 34 C.F.R. Part 106](#)

[Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§2000e–2000e-17 and its implementing regulations 29 C.F.R. §1604 11.](#)

[Clery Act, 20 U.S.C §1092\(f\) and its implementing regulations 34 C.F.R. Part 668](#)

[FERPA Regulations, 34 C.F.R. Part 99](#)

Texas Education Code, Subchapter E-2: Reporting Incidents of Sexual Harassment, Sexual Assault, Dating Violence, and Stalking §51.251-51.259

Texas Education Code, Subchapter E-3: Sexual Harassment, Sexual Assault, Dating Violence, and Stalking §51.281-51.291

**5. Other Relevant Policies, Procedures, and Forms**

[insert reference to]:

[Regents' Rules and Regulations, Rule 30105 Sexual Harassment, Sexual Misconduct, and Consensual Relationships](#)

[Regents' Rules and Regulations, Rule 31008 Termination of a Faculty Member](#)

[University of Texas Systemwide Policy UTS 184, Consensual Relationships](#)

University's Sex Discrimination Policy

Staff Discipline policy

Faculty Discipline policy

Student Discipline policy

**6. System Administration Office(s) Responsible for Policy**

Office of Systemwide Compliance

**7. Dates Approved or Amended**

[insert new date]

October 1, 2019

August 2, 2018



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April 6, 2015  
February 21, 2012

**8. Contact Information**

Questions or comments about this Policy should be directed to:

[SystemwideTitleIX@utsystem.edu](mailto:SystemwideTitleIX@utsystem.edu)

43. Contract (funds coming in) - U. T. Southwestern Medical Center: First Amendment to vending machine Agreement with Mcliff Partners, Ltd.

Agency: Mcliff Partners, Ltd.

Funds: Estimated value of the Agreement is \$120,000 over two-year Amendment term

Period: September 1, 2019 through August 31, 2021

Description: Mcliff Partners, Ltd., will provide vending machine services to the U. T. Southwestern Medical Center campus. The initial vending machine Agreement was approved by the Board on August 20, 2015. The Amendment extends the contract from September 1, 2019 through August 31, 2021. In accordance with *Texas Education Code* Section 51.945, the students were provided with an opportunity to comment prior to determination that this vending services provider should be selected by the institution.

44. Contract (funds coming in) - U. T. Southwestern Medical Center: To provide medical, clinical, and administrative services to Texas Health Hospital Frisco

Agency: Texas Health Hospital Frisco

Funds: \$15,000,000

Period: December 16, 2019 through December 15, 2024; with the option to renew for five additional one-year terms

Description: U. T. Southwestern Medical Center to provide medical, clinical, and administrative services to Texas Health Hospital Frisco. The Agreement has a five-year term and establishes general terms and conditions for the provision of various physician service lines, such as hospitalist and tele-neurology services.

45. Contract (funds going out) - U. T. Southwestern Medical Center: Gozio, Inc., will provide services for creation and maintenance of a wayfinding application

Agency: Gozio, Inc.

Funds: \$18,000,000

Period: October 31, 2019 through October 31, 2024; with the option to renew for five additional one-year terms

Description: Gozio, Inc., will provide services to U. T. Southwestern Medical Center for the creation and maintenance of a wayfinding application platform to be used by employees, students, patients, and visitors who come to the U. T. Southwestern Medical Center. The wayfinding application platform consists of a software application that operates on mobile devices, navigation software, kiosks, and other geolocation devices located throughout campus that will assist the campus community with navigating their way around the vast U. T. Southwestern Medical Center campus. The contract was competitively bid.

46. Request for Budget Change - U. T. Medical Branch - Galveston: New Hire with Tenure -- amendment to the 2020-2021 budget

The following Request for Budget Change (RBC) has been administratively approved by the Chancellor and the Executive Vice Chancellor for Health Affairs and is recommended for approval by the U. T. System Board of Regents:

Description	Effective Date	% Time	Full-time Salary		RBC #
			No. Mos.	Rate \$	
<b>School of Nursing</b>					
Dean of the School of Nursing					
Vice Dean and Professor					
Kristen Starnes-Ott (T)	1/2-8/31	100	12	215,000	10970

47. Lease - U. T. Medical Branch - Galveston: Authorization to extend the lease of approximately 11,018 square feet of space located at 1600 West League City Parkway, Suite B, City of League City, Galveston County, Texas, from United S&S Group, LLC, for mission uses, including clinical care

Description: Extension of agreement to lease premises consisting of approximately 11,018 square feet of space located at 1600 West League City Parkway, Suite B, City of League City, Galveston County, Texas, from United S&S Group, LLC, for mission uses, including clinical care. The original lease commenced October 15, 2010, for a term of five years and was extended for an additional five years expiring October 31, 2020.

Lessor: United S&S Group, LLC, a Texas limited liability company

Term: 60 months commencing on November 1, 2020, and ending on November 30, 2025, with one five-year option to renew at market rate

Lease Cost: Base rent plus operating expenses will be \$36.30 annually per square foot or \$33,332.58 monthly for the initial extension term. \$27.50 per square foot annually is attributable to base rent, and \$8.80 per square foot annually is attributed to tenant operating expenses. The option to renew will be at fair market value. Prior rent plus operating expenses and rent during the extended term is estimated at \$7,629,479.

48. Contract (funds going out) - U. T. Health Science Center - Houston: CSI Leasing, Inc., to provide leasing services for computer hardware and accessories

Agency: CSI Leasing, Inc.

Funds: \$40,000,000

Period: January 18, 2020 through January 17, 2027

Description: In August 2019, following a competitive bid process, CSI Leasing, Inc., was awarded a contract to provide leasing services for computer hardware and accessories by U. T. Medical Branch - Galveston. U. T Health Science Center - Houston, pursuant to the Group Purchasing Authority Statute, requests permission to append to that contract for computer leasing services.

49. Contract (funds going out) - U. T. Health Science Center - Houston: CSI Companies to provide backfill staffing services

Agency: CSI Companies

Funds: \$10,000,000

Period: January 15, 2020 through May 31, 2021

Description: CSI Companies to provide backfill staffing services for legacy systems, training, and go-live/activation support services to assist in the implementation of the Epic Electronic Health Records and Revenue Cycle Management System. The contract was competitively bid.

50. Contract (funds going out) - U. T. Health Science Center - Houston: Leidos Health to provide staff augmentation services

Agency: Leidos Health

Funds: \$5,625,000

Period: January 15, 2020 through May 31, 2021

Description: Leidos Health to provide staff augmentation services, training, and go-live/activation support services to assist in the implementation of the Epic Electronic Health Records and Revenue Cycle Management System. The contract was competitively bid.

51. Contract (funds going out) - U. T. Health Science Center - Houston: Computer Task Group to provide training and activation support services

Agency: Computer Task Group

Funds: \$5,000,000

Period: January 15, 2020 through May 31, 2021

Description: Computer Task Group to provide training and go-live/activation support services to assist in the implementation of the Epic Electronic Health Records and Revenue Cycle Management System. The contract was competitively bid.

52. Request for Budget Change - U. T. Health Science Center - San Antonio: New Hires with Tenure -- amendment to the 2019-2020 budget

The following Requests for Budget Changes (RBC) have been administratively approved by the Chancellor and the Executive Vice Chancellor for Health Affairs and are recommended for approval by the U. T. System Board of Regents:

Description	Effective Date	% Time	Full-time Salary		RBC #
			No. Mos.	Rate \$	
<b>School of Medicine</b>					
Epidemiology and Biostatistics					
Professor					
Meredith Zozus (T)	9/1-8/31	100	12	225,000	10966
Medicine - Cardiology					
Professor					
Allen Anderson (T)	12/1-8/31	100	12	400,000	10967
Mays Cancer Center					
Division Head and Professor					
Daruka Mahadevan (T)	12/1-8/31	100	12	500,000	10968
Emergency Medicine					
Chair and Professor					
Ralph Riviello (T)	11/1-8/31	100	12	335,000	10969

53. Contract (funds going out) - U. T. M. D. Anderson Cancer Center: Fourth Amendment to Agreement with Marion Montgomery, Inc., dba MMI Agency, to continue to develop and produce advertising materials and acquisition of regional media

Agency: Marion Montgomery, Inc., dba MMI Agency

Funds: The total cost of services under this agreement, including all renewals, will not exceed \$99,067,874

Period: February 28, 2020 through February 16, 2021; with option to renew for one additional one-year term

Description: Marion Montgomery, Inc., will continue to provide services that will include local and regional advertising media strategy, media buying, tracking, and measurement to U. T. M. D. Anderson Cancer Center's Marketing Department. Services were acquired via a competitive bid process.

The initial Agreement, which was approved by the Board of Regents on February 11, 2016, had a total cost of services of \$50,803,200 with a term ending February 16, 2019. Amendment 1 changed the Cap Amount to \$50,803,189 and extended the term to February 16, 2020. Amendment 2 increased the Cap Amount to \$55,603,189. Amendment 3 extended the term to February 16, 2021. Amendment 4 increases the Cap Amount to \$99,067,874 and adds an additional renewal option of 12 months. While prior amendments did not require Board approval, this Fourth Amendment is being brought to the Board as both the Cap Amount and the total cost of services will increase to \$99,067,874.

54. Contract (funds going out) - U. T. M. D. Anderson Cancer Center: Amended and Restated Sponsorship Agreement with Dynamo Soccer, LLC, and Dynamo Stadium, LLC, to provide sponsorship and promotional benefits

Agency: Dynamo Soccer, LLC, and Dynamo Stadium, LLC

Funds: Not to exceed \$13,400,000

Period: December 1, 2019 through December 31, 2023

Description Dynamo Soccer, LLC, will provide sponsorship and promotional benefits subject to U. T. M. D. Anderson Cancer Center's payment of the Sponsorship Fees. Dynamo Soccer, LLC, will provide multiple opportunities for marketing, community relations, cancer prevention education, patient acquisition, fundraising, and business development for U. T. M. D. Anderson Cancer Center. U. T. M. D. Anderson Cancer Center will gain significant brand exposure through prominent logo placement across the front of the Dynamo jersey, in addition to stadium signage and social/digital/broadcast media. This sponsorship allows U. T. M. D. Anderson Cancer Center to reach national and international audiences. This Agreement was acquired via an Exclusive Acquisition Justification.

The original Sponsorship Agreement, effective August 1, 2018, was not previously submitted for Board consideration because the total contract amount was below the delegated approval threshold.

55. Lease - U. T. M. D. Anderson Cancer Center: Authorization to extend sublease of approximately 15,694 square feet of space, located at Life Science Plaza, 2130 West Holcombe Boulevard, Houston, Harris County, Texas, to Immatix US, Inc.

Description: Sublease extension of approximately 15,694 square feet of space located at Life Science Plaza, 2130 West Holcombe Boulevard, Houston, Harris County, Texas

Sublessee: Immatix US, Inc., a Delaware corporation

Sublessor: The Board of Regents of The University of Texas System for the use and benefit of U. T. M. D. Anderson Cancer Center

Lessor: Life Science Plaza Investment Group, L.P., a Delaware limited partnership

Term: Extend term expiration from April 28, 2020, to August 31, 2023, which is also the expiration date for Sublessor's current lease with Lessor

Sublease Rent: Sublessee's proportionate share of estimated base rent during the extended term of \$28.77 per square foot, plus sublessor's approximately 14.93% share of operating expenses equals an estimated \$2,682,455 over the extended term which, when added to the original term lease payments of an estimated \$2,602,965, brings the total sublease original and renewal payments to approximately \$5,285,420 over the initial and extended term.

56. Lease - U. T. M. D. Anderson Cancer Center: Authorization for U. T. M. D. Anderson Cancer Center as Lessor to extend lease for approximately 32,492 square feet with U. T. Health Science Center - Houston, as Lessee, at South Campus Research Building 3, located at 1881 East Road, Houston, Harris County, Texas, for mission uses, including research

Description: Lease of approximately 32,492 square feet of space at South Campus Research Building 3, 1881 East Road, Houston, Harris County, Texas, for research use

Lessor: U. T. M. D. Anderson Cancer Center

Lessee: U. T. Health Science Center - Houston

Term: 10 years

Lease Income: Annual base rent is \$630,729; base rent over the 10-year term is \$6,307,290, plus estimated operating expenses of \$4,705,278 over the term, for an estimated total cost of \$11,012,568.



57. Gift - U. T. Health Science Center - Tyler: Authorization of expenditure of a gift of \$55,000 to renovate and maintain the exterior water feature at Jacksonville Hospital, LLC, dba U. T. Health Jacksonville; and finding of public purpose

Description: Approval is needed to authorize expenditure of a donated gift of \$55,000 to renovate and maintain the exterior water feature at the Jacksonville Hospital, dba U. T. Health Jacksonville. This hospital is part of the East Texas Health System, LLC, owned jointly by U. T. Health Science Center - Tyler (30%), and Ardent Health (70%), a private entity, and governed 50% and 50% by both entities.

Donor: Nan Travis Foundation

Value: \$55,000

Finding of Public Purpose: U. T. Health Science Center - Tyler has determined that the expenditure of the gift of \$55,000 for renovating and maintaining the exterior water feature in need of repair at Jacksonville Hospital, LLC, dba U. T. Health Jacksonville, a hospital owned by the East Texas Health System, LLC, supports the public mission of and serves a public purpose appropriate to the functions of U. T. Health Science Center - Tyler. In authorizing the formation of the East Texas Health System, LLC, with Ardent Health on February 15, 2018, the Board of Regents found that U. T. Health Science Center - Tyler's participation in the LLC would strengthen academic and educational programs for students, residents, and other trainees; would enhance basic and clinical research capabilities; would allow for integration of community and public health initiatives; and would expand patient care services, improve health outcomes, and extend the reach of U. T. Health Science Center - Tyler in the community. That expansion was made possible in part by the transfer to the LLC of nine hospitals previously owned by Ardent Health, one of which is now the Jacksonville Hospital, LLC, dba U. T. Health Jacksonville. Accordingly, enhancements to that hospital will enhance the ability of U. T. Health Science Center - Tyler personnel working at the facility to provide patient care services, leading to improved health outcomes. U. T. Health Science Center - Tyler has also determined that those enhancements provide adequate consideration and benefits to the institution.

Finally, U. T. Health Science Center - Tyler has also determined that, as the governance structure is set at 50% Ardent and 50% U. T. Health Science Center - Tyler, there are adequate safeguards in place to ensure the public purposes noted above will continue to be met on an ongoing basis.

58. Gift - U. T. Health Science Center - Tyler: Authorization of expenditure of a gift of \$250,000 for purchase of radiology equipment at Jacksonville Hospital, LLC, dba U. T. Health Jacksonville; and finding of public purpose

Description: Approval is needed to authorize expenditure of a donated gift of \$250,000 for radiology equipment for Jacksonville Hospital, LLC, dba U. T. Health Jacksonville. This hospital is part of the East Texas Health System, LLC, owned jointly by U. T. Health Science Center - Tyler (30%), and Ardent Health (70%), a private entity, and governed 50% and 50% by both entities.

Donor: Nan Travis Foundation

Value: \$250,000

Finding of Public Purpose: U. T. Health Science Center - Tyler has determined that the expenditure of the gift of \$250,000 for purchase of radiology equipment in a hospital owned by the East Texas Health System, LLC, supports the public mission of and serves a public purpose appropriate to the functions of U. T. Health Science Center - Tyler. In authorizing the formation of the East Texas Health System, LLC, with Ardent Health on February 15, 2018, the Board of Regents found that U. T. Health Science Center - Tyler's participation in the LLC would strengthen academic and educational programs for students, residents, and other trainees; would enhance basic and clinical research capabilities; would allow for integration of community and public health initiatives; and would expand patient care services, improve health outcomes, and extend the reach of U. T. Health Science Center - Tyler in the community. That expansion was made possible in part by the transfer to the LLC of nine hospitals previously owned by Ardent Healthcare, one of which is now Jacksonville Hospital, LLC, dba U. T. Health Jacksonville. Accordingly, enhancements to that hospital will enhance the ability of U. T. Health Science Center - Tyler personnel working at the facility to provide patient care services, leading to improved health outcomes. U. T. Health Science Center - Tyler has also determined that those enhancements provide adequate consideration and benefits to the institution.

Finally, U. T. Health Science Center - Tyler has also determined that, as the governance structure is set at 50% Ardent and 50% U. T. Health Science Center - Tyler, there are adequate safeguards in place to ensure the public purposes noted above will continue to be met on an ongoing basis.

## FACILITIES PLANNING AND CONSTRUCTION COMMITTEE

59. Contract (funds going out) - U. T. System: Project Control of Texas, Inc., to perform project management services

Agency: Project Control of Texas, Inc.

Funds: To be paid by U. T. System or the U. T. institutions requesting services under this Agreement. Contract is being brought forward for Board approval as it is nearing the \$1,000,000 delegation threshold. The value may exceed \$20,000,000 over the potential six-year term.

Period: July 9, 2019 through July 8, 2021; with option to renew for two additional two-year terms

Description: U. T. System entered into a Master Agreement with Project Control of Texas, Inc., to perform a wide range of services as required to assist Office of Capital Projects (OCP) and the OCP-responsible institutions with the management and delivery of permanent improvement projects on the U. T. System Capital Improvement Program. The general scope of work includes selective or comprehensive project management services for the design, construction, and inspection of capital projects at the OCP-responsible institutions. Services were competitively procured.

OCP Responsible Institutions:

The University of Texas at Dallas  
The University of Texas at El Paso  
The University of Texas Permian Basin  
The University of Texas Rio Grande Valley  
The University of Texas at Tyler  
The University of Texas Health Science Center at Tyler