

Meeting No. 880

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

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October 7, 1994

Richardson, Texas

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 OF
 THE UNIVERSITY OF TEXAS SYSTEM
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MEETING NO. 880

FRIDAY, OCTOBER 7, 1994.--The members of the Board of Regents of The University of Texas System convened in regular session at 10:15 a.m. on Friday, October 7, 1994, in Room 1.304 of the Conference Center at The University of Texas at Dallas, Richardson, Texas, with the following in attendance:

ATTENDANCE.--

<u>Present</u>	<u>Absent</u>
Chairman Rapoport, presiding	
Vice-Chairman Temple	
Vice-Chairman Lebermann	
Regent Cruikshank	
Regent Hicks	
Regent Holmes	
Regent Loeffler	
Regent Ramirez	
Regent Smiley	

Executive Secretary Dilly

Chancellor Cunningham
Executive Vice Chancellor Duncan
Executive Vice Chancellor Mullins
Executive Vice Chancellor Burck

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

RECESS TO BRIEFING AND EXECUTIVE SESSIONS.--Chairman Rapoport announced that the Board would recess to convene a briefing session and Executive Session pursuant to Texas Government Code, Chapter 551, Sections 551.071, 551.072, and 551.074 to consider those matters listed on the Executive Session agenda.

RECONVENE.--At 2:15 p.m., the Board reconvened in open session in Room 1.212 of the Conference Center.

WELCOME BY DR. FRANKLYN G. JENIFER, PRESIDENT OF THE UNIVERSITY OF TEXAS AT DALLAS.--Chairman Rapoport stated that the Board was very pleased to be meeting at The University of Texas at Dallas and was delighted to participate last evening (October 6) in the formal recognition of the 25th Anniversary celebration of this institution. He then called on Dr. Franklyn G. Jenifer, President of U. T. Dallas, for any welcoming remarks on behalf of the host institution.

On behalf of the faculty, staff, and students of U. T. Dallas, President Jenifer welcomed the members of the Board and other guests to Richardson.

U. T. BOARD OF REGENTS: APPROVAL OF MINUTES OF REGULAR MEETING HELD ON AUGUST 11, 1994.--Upon motion of Vice-Chairman Temple, seconded by Regent Ramirez, the Minutes of the regular meeting of the Board of Regents of The University of Texas System held on August 11, 1994, in Austin, Texas, were approved as distributed by the Executive Secretary. The official copy of these Minutes is recorded in the Permanent Minutes, Volume XLI, Pages 2511 - 3019.

RECESS FOR COMMITTEE MEETINGS AND COMMITTEE REPORTS TO THE BOARD.--At 2:17 p.m., the Board recessed for the meetings of the Standing Committees, and Chairman Rapoport announced that at the conclusion of each committee meeting the Board would reconvene to approve the report and recommendations of that committee.

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

REPORTS AND RECOMMENDATIONS OF STANDING COMMITTEES

REPORT OF EXECUTIVE COMMITTEE (Pages 3 - 7).--In compliance with Section 7.14 of Chapter I of Part One of the Regents' Rules and Regulations, Chairman Rapoport reported to the Board for ratification and approval all actions taken by the Executive Committee since the last meeting. Unless otherwise indicated, the recommendations of the Executive Committee were in all things approved as set forth below:

1. U. T. System: Renewal of the Directors and Officers Executive Liability and Indemnification Policy with National Union Fire Insurance Company, Pittsburgh, Pennsylvania, from September 1, 1994 Through September 1, 1995 (Exec. Com. Letter 95-1).--Upon recommendation of the Executive Committee, authorization was given to renew The University of Texas System Directors and Officers Executive Liability and Indemnification Policy with National Union Fire Insurance Company, Pittsburgh, Pennsylvania, from September 1, 1994 through September 1, 1995, at an annual premium of \$75,000.

2. U. T. System Administration - Parking Structure (Project No. 101-816): Approval to Increase Total Project Cost; Award of Construction Contract to C.P. Snider Construction Co., Inc., Austin, Texas; and Additional Appropriation Therefor (Exec. Com. Letter 94-20).--The Executive Committee recommended and the Board:
 - a. Approved a \$110,000 increase in the authorized total project cost for The University of Texas System Administration Parking Structure from \$1,179,282 to \$1,289,282

 - b. Awarded a construction contract for the U. T. System Administration Parking Structure to the lowest responsible bidder, C.P. Snider Construction Co., Inc., Austin, Texas, for the Base Bid and Alternate Bid Nos. 1, 2, and 3 in the amount of \$1,161,200

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

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

3. U. T. Austin - Campus Master Plan: Authorization for Project; Appointment of Cesar Pelli & Associates, Inc., New Haven, Connecticut, as Project Architect; and Appropriation Therefor (Exec. Com. Letter 94-18).--In September 1993, President Berdahl established a committee to formulate a framework for the commissioning of a Campus Master Plan for The University of Texas at Austin. It is anticipated that the Master Plan will address the academic community, extension of the core campus, organization, circulation, expansion, adjacent environments, infrastructure, visual character and historical importance, as well as orientation and directional facilitation.

Working closely with The University of Texas System Office of Facilities Planning and Construction, the committee developed a detailed Request for Qualifications and solicited proposals from qualified firms. Five firms were selected for in-depth interviews and recommendations were sent forward for President Berdahl's consideration.

The Board, upon recommendation of the Executive Committee:

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

This action amends the FY 1994-1999 Capital Improvement Plan and the FY 1995 Capital Budget with the addition of the Campus Master Plan to be funded with \$1,100,000 from General Fee Balances.

4. U. T. Austin: Authorization to Accept the Settlement Amount in an Employee Dishonesty Case within the College of Fine Arts Offered by National Union Fire Insurance Company, Pittsburgh, Pennsylvania (Exec. Com. Letter 95-1).--An employee dishonesty case was discovered in The University of Texas at Austin College of Fine Arts on January 21, 1994, which involved the initiation and approval of fraudulent payment vouchers over an eleven-year period. The total reported loss was \$816,912. National Union Fire Insurance Company has offered a settlement amount of \$764,068 which includes a \$50,000 deductible and a \$2,844 deduction due to an excess loss during the coverage year June 1, 1982 through June 1, 1983, where the policy limit for employee dishonesty was \$10,000 per occurrence. The current policy for The University of Texas System stipulates that if a loss occurs during a prior insurance policy period, the insurance company will only be obligated to pay up to the limit for that policy period.

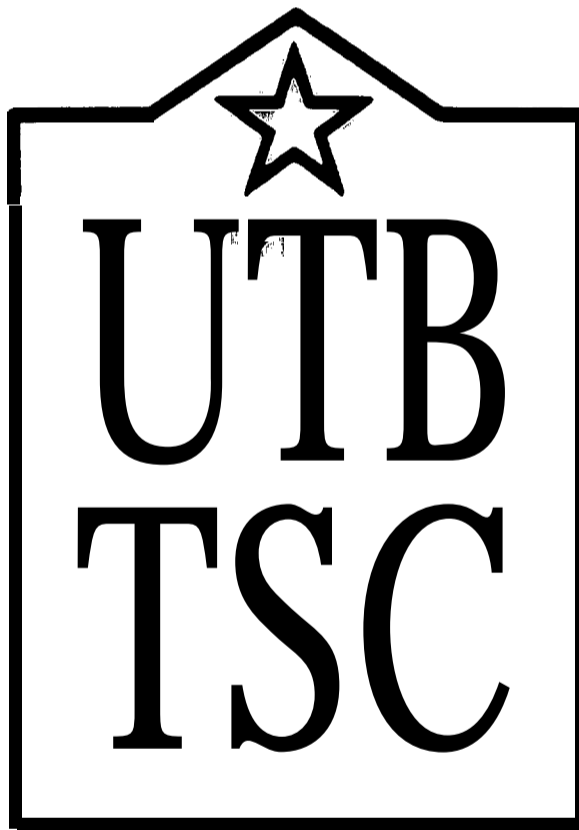
Upon recommendation of the Executive Committee, the Board authorized U. T. Austin to accept the employee dishonesty claim settlement amount of \$764,068 offered by National Union Fire Insurance Company, Pittsburgh, Pennsylvania, insurer for the U. T. Systemwide Comprehensive Crime Policy.

5. U. T. Brownsville: Adoption of Logo (Regents' Rules and Regulations, Part Two, Chapter I, Section 9, Subsection 9.4) (Exec. Corn. Letter 95-1).--In accordance with the Regents' Rules and Regulations, Part Two, Chapter I, Section 9, Subsection 9.4 relating to approval of official logos, the Board adopted a logo for The University of Texas at Brownsville as set out below.

U. T. Brownsville has selected a logo design composed of the acronyms UTB and TSC and will incorporate the previously approved official colors, Pantone 166 Orange and 295 Blue. The logo, which uses equal size letters for the acronyms UTB and TSC, will give greater prominence to Texas Southmost College (TSC) in the partnership. The University is prepared to print a wide variety of official publications and documents with this new logo which includes the catalog, a library card, and a viewbook.

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

The Office of General Counsel will submit the graphic representation of the logo for trademark registration.



6. U. T. El Paso: Permission for Dr. Diana S. Natalicio to Serve as a Member of the National Science Board [Regents' Rules and Regulations, Part One, Chapter III, Section 13, Subsections 13.(10) and 13.(11)] (Exec. Com. Letter 94-20).--Permission was given for Dr. Diana S. Natalicio, President of The University of Texas at El Paso, to serve as a member of the National Science Board for a six-year term beginning in Fall 1994.

Dr. Natalicio will receive \$443 per day for time spent at meetings and will be reimbursed for travel.

Dr. Natalicio's nomination by President Clinton to serve on the National Science Board is of benefit to the State of Texas, creates no conflict between her position at U. T. El Paso and her membership on this Board, and is in accordance with approval requirements for positions of honor, trust, or profit provided in Chapter 574 of the Texas Government Code and Part One, Chapter III, Section 13, Subsections 13.(10) and 13.(11) of the Regents' Rules and Regulations.

7. U. T. Medical Branch - Galveston - West End Chilled Water Plant (Project No. 601-811): Prepurchase of Vertical Turbine Pumps - Award of Procurement Contract to Houston Hydronics & Steam Co., Houston, Texas (Exec. Com. Letter 94-19).--The Executive Committee recommended and the Board awarded a procurement contract for the prepurchase of vertical turbine chilled water and condenser water pumps for the West End Chilled Water Plant at The University of Texas Medical Branch at Galveston to the lowest responsible bidder, Houston Hydronics & Steam Co., Houston, Texas, in the amount of \$300,000.

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

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

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

8. U. T. M.D. Anderson Cancer Center - Bertner Complex - Phase II (Project No. 703-772) and Clinic Services Facility - Phase II (Project No. 703-773): Approval to Increase the General Construction Contract of George Hyman Construction Company, Dallas, Texas; Award of Alternate Bid No. B3; and Award of Special System Bid Package No. 11, Audio - Visual/Teleconferencing System, to Audio Communications Corporation, Houston, Texas (Exec. Com. Letter 94-20).--At the August 1994 meeting, the U. T. Board of Regents awarded a general construction contract for Bertner Complex - Phase II and Clinic Services Facility - Phase II at The University of Texas M.D. Anderson Cancer Center to George Hyman Construction Company, Dallas, Texas, for Base Bid "C" and Alternate Bid Nos. A1, B1, and B2 in the amount of \$117,715,000. At that time, the award of Alternate Bid No. B3 for the Finish-Out of the Tenth Floor Conference Center and the award of Special System Bid Package No. 11, Audio - Visual/Teleconferencing System, were not recommended due to budget constraints. The U. T. M.D. Anderson Cancer Center Administration requested that the bid prices on these two items be held for a period of time so that an alternative funding strategy could be developed to build out this floor.

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

Further, Special System Bid Package No. 11, Audio - Visual/Teleconferencing System, related to this project was awarded to Audio Communications Corporation, Houston, Texas, in the amount of \$865,466.

Telemedicine is becoming an increasingly important factor in the institution's outreach efforts. The area on the tenth floor is to house a conference center equipped for meetings and teleconferences to enable the institution to hold many official functions on-site that are currently held in hotels at greater expense and inconvenience.

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

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

REPORT AND RECOMMENDATIONS OF THE BUSINESS AFFAIRS AND AUDIT COMMITTEE (Pages 8 - 9).--Committee Chairman Loeffler reported that the Business Affairs and Audit Committee had met in open session to consider those matters on its agenda and to formulate recommendations for the U. T. Board of Regents. Unless otherwise indicated, the actions set forth in the Minute Orders which follow were recommended by the Business Affairs and Audit Committee and approved in open session and without objection by the U. T. Board of Regents:

1. U. T. System: Approval of Chancellor's Docket No. 78 (Catalog Change).--Upon recommendation of the Business Affairs and Audit Committee, the Board approved Chancellor's Docket No. 78 in the form distributed by the Executive Secretary. It is attached following Page 202 in the official copies of the Minutes and is made a part of the record of this meeting.

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

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

2. U. T. Southwestern Medical Center - Dallas: Authorization to Purchase a 1.5 Telsa Magnetic Resonance Imaging (MRI) System and Approval of Use of Revenue Financing System Parity Debt, Receipt of Certificate, and Finding of Fact with Regard to Financial Capacity.--The Board, upon recommendation of the Business Affairs and Audit Committee, authorized the purchase of a 1.5 Telsa Magnetic Resonance Imaging (MRI) system in the amount of \$2,500,000 for The Mary Nell and Ralph B. Rogers Magnetic Resonance Center at The University of Texas Southwestern Medical Center at Dallas.

Further, in compliance with Section 5 of the Amended and Restated Master Resolution Establishing The University of Texas System Revenue Financing System, approved by the U. T. Board of Regents on February 14, 1991, and amended on October 8, 1993 (the "Master Resolution"), and upon delivery of the Certificate of an Authorized Representative as set out on Page 9, the Board resolved that:

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

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

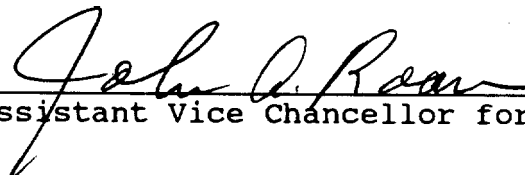
A new high field imaging system at the Rogers Center is necessary for the U. T. Southwestern Medical Center - Dallas to meet the requirements of its referring clinicians, particularly in the areas of orthopedics, neuroscience, and vascular disease. Patients from the University are presently sent to outside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

Financing for this purchase will be amortized over a six-year period from revenues generated by the Rogers Center.

PARITY DEBT CERTIFICATE OF U. T. SYSTEM REPRESENTATIVE

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

EXECUTED this 7th day of October, 1994


Assistant Vice Chancellor for Finance

REPORT AND RECOMMENDATIONS OF THE ACADEMIC AFFAIRS COMMITTEE (Pages 10 - 59).--Committee Chairman Holmes reported that the Academic Affairs Committee had met in open session to consider those matters on its agenda and to formulate recommendations for the U. T. Board of Regents. Unless otherwise indicated, the actions set forth in the Minute Orders which follow were recommended by the Academic Affairs Committee and approved in open session and without objection by the U. T. Board of Regents:

1. U. T. Board of Regents - Regents' Rules and Regulations, Part One: Amendments to Chapter III, Section 25, Subsection 25.2, Subdivision 25.22 (Textbooks and Other Materials Prescribed for the Use of Students).--Upon recommendation of the Health Affairs and Academic Affairs Committees, the Board amended the Regents' Rules and Regulations, Part One, Chapter III, Section 25, Subsection 25.2, Subdivision 25.22 regarding textbooks and other materials prescribed for the use of students to read as set forth below:

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

25.22 Textbooks, notebooks, manuals, or other materials for the use of students of a component institution, written or prepared by a member of the faculty of that institution, shall not be prescribed for the use of students in that institution or sold to such students until approved by the dean, chief academic officer and chief administrative officer, pursuant to policies included in the institutional Handbook of Operating Procedures. At a minimum, these policies should provide for consultation with departmental faculty.

This amendment deletes the requirement that lists of approved faculty-authored material be reported annually to the appropriate Executive Vice Chancellor and delegates responsibility for approval to the institutional chief administrative officers.

2. U. T. Board of Regents - Regents' Rules and Regulations, Part One: Approval of Amendment to Chapter VI, Section 5, Subsection 5.1, Subdivision 5.12 (Participation in Student Government).--The Board, upon recommendation of the Health Affairs and Academic Affairs Committees, amended the Regents' Rules and Regulations, Part One, Chapter VI, Section 5, Subsection 5.1, Subdivision 5.12 regarding participation in student government to read as set forth below:

Sec. 5. Participation in Student Government.

5.12 Mode of Amending Constitutions and Bylaws.--An amendment to the constitution or bylaws of a students' association may be adopted by an association, in accordance with its constitution and bylaws, but the change shall not become effective until transmitted to

and acted upon by the chief student affairs officer, the chief administrative officer, the appropriate Executive Vice Chancellor, and the Chancellor and approved by the Board. Amendments to internal rules of procedure shall not become effective until transmitted to and acted upon by the chief student affairs officer and the chief administrative officer.

This amendment clarifies that internal rules of procedure, while not requiring The University of Texas System administrative approvals, do require appropriate institutional review and approval.

3. U. T. Board of Regents: Appointment of Ms. Karen R. Johnson, Austin, Texas, as a Regental Representative to the U. T. Austin Intercollegiate Athletics Council for Women Effective September 1, 1994.--Approval was given to appoint Ms. Karen R. Johnson, Austin, Texas, as a Regental representative to The University of Texas at Austin Intercollegiate Athletics Council for Women for a four-year term beginning September 1, 1994 and ending August 31, 1998.

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

4. U. T. Arlington: Authorization for Dr. Russell J. Petersen to Use Title of Deloitte & Touche Professor of Accounting (Deloitte & Touche Professorship in Accounting Fund) Effective September 1, 1994 (Regents' Rules and Regulations, Part Two, Chapter I, Section 3, Subsection 3.4, Subdivision 3.41, Named Academic Positions).--Upon recommendation of the Academic Affairs Committee, the Board authorized Dr. Russell J. Petersen, Dean of the College of Business Administration and Professor of Accounting, to use the title Deloitte & Touche Professor of Accounting at The University of Texas at Arlington effective September 1, 1994.

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

5. U. T. Austin: Approval to Name the College of Education Building as the George I. Sanchez Building (Regents' Rules and Regulations, Part One, Chapter VIII, Section 1, Subsection 1.1, Naming of Buildings).--In accordance with the Regents' Rules and Regulations, Part One, Chapter VIII, Section 1, Subsection 1.1, relating to the naming of buildings, the College of Education Building at The University of Texas at Austin was named the George I. Sanchez Building in recognition of the late Dr. George I. Sanchez and his distinguished educational contributions to U. T. Austin, the State of Texas, and the nation.

Dr. Sanchez was a member of the Department of History and Philosophy of Education at U. T. Austin from 1940 until his death in 1972.

Over the course of his remarkable career, Dr. Sanchez had a profound impact on bilingual education, school financing, and preschool education. He helped devise the strategy for the 1940s court challenge that ended official segregation of Mexican-American children in the public schools of Texas.

Chairman Rapoport noted that the naming of this building in honor of Dr. Sanchez is a fitting tribute to a great educator, an outstanding academic leader, and an extraordinary Texan who worked tirelessly in support of Mexican-American culture.

6. U. T. Austin: Establishment of The University of Texas Press Advisory Council [Regents' Rules and Regulations, Part One, Chapter VII, Section 3 (The Advisory Councils of a Component Institution)].--The Academic Affairs Committee recommended and the Board established The University of Texas Press Advisory Council at The University of Texas at Austin pursuant to the Regents' Rules and Regulations, Part One, Chapter VII, Section 3, regarding the advisory councils of a component institution.

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

7. U. T. Dallas: Approval of Amendments to the Constitution of the Student Association and the Bylaws of the Student Senate (Regents' Rules and Regulations, Part One, Chapter VI, Section 5, Subsection 5.12).--In accordance with the Regents' Rules and Regulations, Part One, Chapter VI, Section 5, Subsection 5.12 and upon recommendation of the Academic Affairs Committee, the Board amended the Constitution of the Student Association and the Bylaws of the Student Senate at The University of Texas at Dallas as summarized below:

- a. Article I, Subarticle A, Sections 2 and 3 of the Constitution clarify the beginning and ending times for terms of office. Juniors, seniors, and certain graduate senators will be elected in the Spring Semester and serve from May 1 to April 30 of the following year. Freshman, sophomore, and at-large graduate senators will be elected in September and serve from October 1 to September 30 of the following year.
- b. Article II, Subarticle A, Section 2 of the Constitution provides for the President and Vice President to recommend Executive Officers from the Student Senate pending approval by the Senate.

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

The Constitution of the Student Association and the Bylaws of the Student Senate, as amended, are set forth in their entirety on Pages 14 - 48.

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

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

Statement of Purpose

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

1. Representing those ideals, goals, and programs which are of general interest to the Student Association, to the administration and other groups within and without the University structure.

2. Serving as a forum for the presentation of student interests and desires, determining which of those represents the opinions of a majority of the Student Association, and then acting as an agency to further the accomplishment of these goals.

3. Enhancing the intellectual life of the University and ensuring that the opportunity is available for students to expose themselves to the widest possible range of contemporary thought and opinion.

4. Working with the administration and faculty to ensure that adequate programs are provided to meet the student's needs for sports, recreation, and entertainment.

5. Advising the administration of student opinion of proposed University programs.

ARTICLE I
Student Senate
Subarticle A

Section 1. Composition

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

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

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

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

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

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

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

Section 2. Selection of Members

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

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

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

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

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

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

Section 3. Term of Office

(1) The term of office for the President and Vice President and all other Executive Officers of the Student Senate shall be from the first day of May to the last day in April.

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

Subarticle B

Section 1. Presiding Officer

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

Section 2. Quorum

One-half of the current membership of the Student Senate, rounding up, shall constitute a quorum. The presence of ~~three-~~fourths (3/4) of the current membership of the Student Senate shall be necessary to vote on proposed amendments to this Constitution.

Section 3. Meetings

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

ARTICLE II

Functions and Powers

Subarticle A

Section 1. Legislative Power

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

Section 2. Powers and Responsibilities of the Student Senate

The Student Senate shall have the power and responsibility to:

(1) Be the official representative of the Student Association.

(2) In accordance with Part One, Chapter VI, Section 5.2 of the Rules and Reaulations of the Board of Regents, express its opinion concerning any topic that is of interest to the Student Association and discuss any questions or matters within the scope of this Constitution, or relating to the powers and functions of any organizations provided for in this Constitution, and may make recommendations to any individual or group, or both, on any such matters or questions.

(3) Recommend or enact legislation.

(4) Appoint, or recommend the appointment of, from among the Student Association, the student members of all Student-Faculty Committees and other University-wide committees in

accordance with the Rules and Reoulations of the Board of Regents and the laws of the State of Texas. These members may be removed upon a two-thirds (2/3) vote of the Senate.

- a. Members of the Academic Senate Standing Committee on Student Life, or the committee which makes recommendations concerning the use of student union and student service fees, shall be appointed by the Student Senate.

(5) Confirm all appointments made by the Student Association President.

(6) Ensure the right of the Student Association members to address issues during the course of all meetings.

(7) Form special subcommittees to investigate and recommend solutions to situations deserving special attention.

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

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

Section 3. Voting by Proxy

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

Section 4. Parliamentary Authority

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

Subarticle B

Section 1. Powers and Responsibilities of the President

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

- (1) Preside at all meetings of the Student Senate.
- (2) Recommend legislation to the Student Senate.
- (3) Execute all legislation passed by the Student Senate.
- (4) Execute and enforce all decisions rendered by the Student Judicial Board.
- (5) Unless otherwise prescribed in this Constitution, set the agenda for all Student Senate meetings.
- (6) Exercise the option of voting in the case of a tie vote.
- (7) Serve as a representative to the Student Union Fee and Student Service Fee Advisory Committee or the committee which makes recommendations concerning the use of student union and student service fees. If the composition of that committee is such that a representation is allocated according to the college in which the student members reside, and the President and Vice President are from the same college, only one of them shall serve on the aforementioned committee.
- (8) Fulfill other such duties as may be specified in the Bylaws and Standing Rules of the Student Senate of UTD.

Section 2. Powers and Responsibilities of the Vice President

The Vice President shall have the power and responsibility to:

- (1) Assist the President in the execution of his/her duties.
- (2) Perform the duties of the President in the case of his/her absence.

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

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

(5) Serve as Chairperson of the Student Senate Student Life Committee and act as a representative to the Student Union Fee and Student Service Fee Advisory Committee. If the composition of that committee is such that representation is allocated according to the college in which the student members reside, and the President and Vice President are from the same college, only one of them shall serve on the aforementioned committee.

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

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

Section 3. Secretary of the Student Senate

The Secretary of the Student Senate shall:

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

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

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

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

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

Section 4. Treasurer of the Student Senate

The Treasurer of the Student Senate shall:

- (1) Be an elected member of the Student Senate.
- (2) Maintain the financial records of the Student Senate in conjunction with the Student Senate office clerical staff.
- (3) Publish by January 1 and June 1 of each year a financial statement which shall include amounts appropriated to each activity, total allocations to date, current balance to date, and other information the Student Senate may designate.
- (4) Serve as Chair of the Budget Committee.
- (5) Fulfill other such duties as may be specified in the Bylaws and Standing Rules of the Student Senate of UTD.

Section 5. Parliamentarian of the Student Senate

The Parliamentarian of the Student Senate shall:

- (1) Be an elected member of the Student Senate.
- (2) Render all decisions regarding parliamentary procedure in accordance with Article II, Subarticle A, Section 4, of this Constitution.
- (3) Assist the President and Vice President in the execution of their duties.
- (4) Serve as Chair of the Rules Committee.
- (5) Fulfill other such duties as may be specified in the Bylaws and Standing Rules of the Student Senate of UTD.

Section 6. Communication Director of the Student Senate

The Communication Director of the Student Senate shall:

- (1) Be an elected member of the Student Senate.
- (2) Be responsible for the marketing of Student Senate activities to the members of the Student Association with the intent of increasing awareness and participation.
- (3) Serve as Chair of the Communications Committee.
- (4) Fulfill other such duties as may be specified in the Bylaws and Standing Rules of the Student Senate of UTD.

Section 7. Executive Committee

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

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

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

ARTICLE III

Qualifications and Elections

Section 1. General Qualifications

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

(1) Be regularly enrolled at UTD for at least a minimum of nine (9) hours on the undergraduate level or six (6) hours on the graduate level.

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

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

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

Section 2. Voting

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

Section 3. Elections

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

(2) To be elected President or Vice President of the Student Association, a candidate must receive forty (40) percent of the votes cast for that office in a general Student Association election. If no candidate receives the required forty (40) percent or there is a tie, there will be a runoff between the top two candidates. If two candidates receive at least forty (40) percent and neither receives a majority, there will be a runoff between these two candidates.

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

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

(5) Special elections may be called by the Student Senate by a two-thirds (2/3) vote of the membership of the Student Senate or by the Rules Committee.

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

ARTICLE IV

Standing Committees

Section 1. Standing Committees

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

Section 2. Composition

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

Section 3. Chairperson

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

Section 4. Committee Responsibilities

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

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

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

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

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

(6) The Multicultural Committee shall address and respond to multicultural concerns and issues.

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

ARTICLE V

Student Judicial Board

Section 1. Duties

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

Section 2. Composition

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

Section 3. Term of Office

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

Section 4. Presiding Officer

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

Section 5. Selection Process

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

Section 6. Other Duties

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

ARTICLE VI

Vacating an Office

Section 1. Removal from Office

(1) Any person serving under the provisions of this Constitution may, upon petition by the Executive Committee or by one-fourth (1/4) of the Student Senate, be removed from office upon approval of two-thirds (2/3) of the entire Student Senate.

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

Section 2. Succession

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

If the office of Vice President should become vacant, it shall be filled from among the current membership of the Senate in a method to be prescribed in the Bylaws of the Student Senate of UTD.

Section 3. Vacant Senate Seats

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

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

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

Section 4. Recall Elections

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

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

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

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

Section 5. Student Judicial Board Vacancies

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

ARTICLE VII

Ratification and Amendment

Section 1. Student Senate Initiated Amendments

Any member of the Student Senate may propose amendments to this Constitution. The proposed amendment must lay on the table for thirty (30) days, after which the Student Senate must vote on the proposed amendment. If three-fourths (3/4) of the total membership of the Student Senate favor the amendment, it must be submitted to the Student Association for approval or disapproval.

Section 2. Student Association Initiated Amendment

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

Section 3. Ratification

Amendments to this Constitution shall become effective after ratification by two-thirds (2/3) of the Student Association voting on said amendments in an election after certification by the Chair of the Rules Committee that such amendments have been duly ratified and after approval by the Board of Regents of The University of Texas System through its prescribed procedures.

Section 4. Permanent Copy

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

Section 5. Deletion and Substitution

Amendments by deletion and substitution are allowed.

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OF THE UNIVERSITY OF TEXAS AT DALLAS

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

ARTICLE I
DEFINITIONS

1. Student is any person whose name appears on the UTD Registrar's list and is attending classes during the current semester.
2. Non-degree students are those specified by the University as non-degree students.
3. Unexcused Absences are those absences not excused in advance by the President/Vice President.
4. Candidate is any student endeavoring to become an elected official in the Student Senate and who meets the qualifications in Article III of the Constitution of the Student Association.
5. Agent is any UTD student who campaigns for a candidate, where the candidate either directly or indirectly knows of and accepts the support rendered.
6. **Campaign(ing)** is any statement, literature, object, or activity which supports a candidate or furthers the interests of a candidate and is initiated by the candidate or one of his or her agents.

ARTICLE II
DUTIES AND RESPONSIBILITIES OF THE SENATE

Section 1. Duties of Senators

Senators shall have the power and responsibility to:

- (1) Attend all meetings of the Senate.
- (2) Serve on at least one of the Senate standing committees.
- (3) Hold office hours of at least three (3) hours per week.

- (4) Assist in Senate supported projects such as opinion surveys, Student Typing Room, elections, fund raising, Registration Assistants, parties, and special events.
 - (a) Each Senator shall be required to maintain the Student Typing Room and the Student Senate bulletin boards for at least one week during the academic year.
 - (b) Each Senator shall be required to participate in the Student Senate Registration Assistants Project.

ARTICLE III

DUTIES AND RESPONSIBILITIES OF OFFICERS

Section 1. President of the Student Association

The President of the Student Association shall have the power and responsibility to:

- (1) Maintain twenty (20) office hours per week. Time used to attend meetings of university committees may be applied toward the required hours.
- (2) Schedule all Senate meetings and provide notice of the time, date, and place of such meetings to the members of the Senate.
- (3) Set the agenda for all Senate meetings. Senators may include items on the agenda upon one week prior notification to the President.
- (4) When appropriate, authorize expenditure of up to fifty (50) dollars of Senate funds.
- (5) Manage the day-to-day operation of the Senate offices.

Section 2. Vice President of the Student Association

The Vice President of the Student Association shall have the power and responsibility to:

- (1) Maintain twenty (20) office hours per week. Time used to attend meetings of university committees shall be applied toward the required hours.
- (2) Organize and manage the Student Senate Registration Assistants Project.

Section 3. Secretary of the Senate

The Secretary of the Senate shall have the power and responsibility to:

- (1) Maintain the minutes of all Senate meetings.
- (2) Submit the minutes of each Senate meeting to the President within four (4) class days of the conclusion of each regularly scheduled Senate meeting. Copies of these minutes shall also be forwarded to the members of the Senate, Director of Student Life, and the Vice President for Administration and Student Affairs.

Section 4. Treasurer of the Senate

The Treasurer of the Senate shall have the power and responsibility to:

- (1) Provide, when requested by the Senate, a status report of the Senate budget.

Section 5. Parliamentarian of the Senate

The Parliamentarian of the Senate shall have the power and responsibility to:

- (1) Provide, when requested by any member of the Senate, advice concerning proper parliamentary procedure.

Section 6. Communication Director of the Senate

The Communication Director of the Senate shall have the power and responsibility to:

- (1) Oversee all advertisements of Senate sponsored projects.
- (2) Work in conjunction with Senate committees to market all activities of the Student Association.

ARTICLE IV

DUTIES AND RESPONSIBILITIES OF SENATE COMMITTEES

Section 1. Record of Meetings

All committees shall meet regularly and maintain a written record of each meeting. This record shall be communicated to the Senate prior to or during each meeting and will be kept on file in the Senate offices.

Section 2. Senate Budget Committee

The Senate Budget Committee shall have the power and responsibility to:

- (1) Prepare the Senate budget request for submission to the Director of Student Life.

Section 3. Senate Rules Committee

The Senate Rules Committee shall have the power and responsibility to:

- (1) Organize and manage all Senate elections.

Section 4. Senate Student Life Committee

The Senate Student Life Committee shall have the power and responsibility to:

- (1) Organize and manage Senate sponsored social activities.

Section 5. Senate Student Services Committee

The Senate Student Services Committee shall have the power and responsibility to:

- (1) Organize and manage all Senate sponsored service providing activities.
- (2) Maintain an awareness of all University sponsored services and keep the Senate informed as to the efficiency of such services.

Section 6. Senate Communications Committee

The Senate Communications Committee shall have the power and responsibility to:

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

Section 7. Senate Multicultural Committee

The Senate Multicultural Committee shall have the power and responsibility to:

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

Section 8. Executive Committee

The Executive Committee of the Senate shall have the power and responsibility to:

- (1) Notify the Senate in the event the President and/or Vice President are not performing the duties outlined in the Constitution and these Bylaws.

ARTICLE V

CORRESPONDENCE

Section 1. Maintenance of Records

All correspondence of Senators and the officers of the Senate acting in their official capacity as members of the Student Senate shall be submitted to the Secretary of the Senate and maintained on file in the Senate offices.

ARTICLE VI

STUDENT SENATE ELECTION CODE

Section 1. Qualifications for Obtaining and Holding Office

(1) President and Vice President

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

(2) Senators

- (a) Must be enrolled for at least nine (9) hours on the undergraduate level or six (6) hours on the graduate level.
- (b) Must hold a cumulative grade point average of 2.5 or higher.
- (c) Must be a regularly enrolled student in the program from which he/she was elected.

Section 2. Candidates Rights and Responsibilities

(1) Filing for Office

- (a) Before candidates may begin campaigning, they must file for office in the Student Senate office.
 - (i) Filing consists of signing a form prepared by the Rules Committee which states the person's intention to run for office, specifies the particular office and seat which the candidate is seeking, states the candidate's school and contains a statement in which the person agrees to abide by these campaign rules and decisions of the Rules Committee.
 - (ii) Candidates may file for only one position.
- (b) Each candidate must post a \$15.00 bond to be held as security for compliance with Section 3 of this article. The bond is returned to the candidate on the fourth class day following the election if there is no violation of campaign conduct.
- (c) Any Rules Committee member who runs for office must resign from the Rules Committee.

(2) Financial Disclosures

- (a) In accordance with Subsection (5) of this Section, candidates are required to keep accurate records of all campaign expenditures. Receipts must be maintained for all money expended and for all professional services rendered. This does not include labor from a volunteer staff.
- (b) The financial record must show the amount and purpose of each expenditure.
- (c) The financial records are to be transcribed on a form prepared by the Rules Committee and are due

in the Student Senate office within two (2) school days of the conclusion of the election which determines the winner of the race.

(d) The Rules Committee reserves the right to release financial information to the public.

(e) The value of mechanically reproduced copies shall be assessed at the campaign orientation meeting.

(3) Campaign Conduct

(a) This election code is designed to ensure fair elections. Any candidate found to be deliberately in violation of this code shall be subject to sanctions by the Rules Committee. Sanctions may include but are not limited to: monetary sanctions, temporary or permanent suspension from campaigning, and, in some cases, removal from the race.

(b) All candidates and their agents will refrain from making deceptive or misleading statements during their candidacy. Candidates and their agents will also refrain from any act reasonably calculated to be libelous or to compromise the rights of any student, faculty member, or student organization.

(c) Candidates are responsible for the campaign conduct of their agents.

(d) There shall be no transferral of funds between candidates.

(e) All campaign material must bear the Student Activities date stamp.

(f) Items to be bulk-copied should receive the stamp before copying.

(i) Certain items may be exempted from this rule upon approval of the Rules Committee.

- (g)** A copy of each different sign or handbill which is to be bulk-copied must be filed with the Student Activities Office.
 - (h)** No campaign material or activity may impede either pedestrian or vehicular traffic.
 - (i)** All campaign material must be removed within three (3) school days of the conclusion of the election which determines a winner for the race.
 - (j)** Candidates who file separately may campaign jointly if they so choose.
 - (k)** Campaigning shall not be allowed within twenty (20) feet of ballot boxes on the day(s) of the election.
- (4) Campaign Regulations
- (a) Candidates and their agents may not:
 - (i)** Use sound-amplifying equipment on campus without written permission from the Office of Student Life.
 - (ii) Claim the endorsement of any student organization unless the highest ranking officer files an endorsement with the Student Senate office.
 - (b) A sign may not be attached to
 - (i)** a shrub or plant;
 - (ii) a tree, except by string to its trunk;
 - (iii) a permanent sign installed for another purpose;
 - (iv)** a fence or chain on its supporting structure;
 - (v)** a brick, concrete, or masonry structure; or
 - (vi)** statuary, monument, or similar structure.

- (c) A sign may not be posted
 - (i) on or adjacent to a fire hydrant;
 - (ii) on or between a curb and a sidewalk; or
 - (iii) in a University building, except on a bulletin board.

(5) Campaign Spending Limits

- (a) Presidential and vice presidential candidates are limited to \$150.00 per candidate in campaign expenditures.
- (b) Senatorial candidates are limited to \$100.00 per candidate in campaign expenditures.

Section 3. Election Provisions

- (1) The Rules Committee will conduct a drawing at the conclusion of the filing period to determine the ballot positions of all candidates.
- (2) Voting procedure
 - (a) Voting in all elections will be by secret ballot.
 - (b) Improperly marked ballots are void.
 - (c) Write-in candidates are allowed during senatorial elections only.
 - (d) Absentee voting may be allowed after the filing deadline.
- (3) The candidate may be present at the time the Rules Committee opens the ballot boxes and during the official count.

Section 4. Disputes and Violations

- (1) The Rules Committee has discretionary power to determine and impose the penalties specified in Subsection (8) of this Section for election code violations.

- (2) Any person or organization who is injured by a candidate's actions must notify that candidate and both parties must make an attempt to negotiate a fair settlement of the dispute. Only failing this may either party lodge a formal written complaint with the Rules Committee.
- (3) Any candidate may request a written advisory opinion from the Rules Committee within twenty-four (24) hours after the final results are tabulated. Candidates in the race in question are allowed to bring one representative with them to the recount.
- (4) The Rules Committee may dismiss a complaint without a hearing under the following circumstances:
 - (a) The complaint is not filed within three (3) class days after the dispute arose.
 - (b) It lacks jurisdiction on the subject or over any party involved.
 - (c) No relief for the grievance can be granted.
 - (d) The complaint is ill-founded.
 - (e) The complainant has not suffered and is not likely to suffer from the action in question.
 - (f) No adequate attempt has been made by either of the parties to settle the dispute among themselves.
- (5) If a hearing is warranted, the Rules Committee will issue a written notice to both parties, stating the time and the place of the hearing.
- (6) At the time the Rules Committee issues notice of the hearing it may also issue a temporary order which remains in effect until a decision is reached in the hearing, or until rescinded by the Rules Committee.

- (7) If the Rules Committee determines after a hearing that the election code has been violated by a candidate or the candidate's agents, it may:
 - (a) Order forfeiture of the candidate's security bond.
 - (b) Enjoin the candidate and the candidate's agents from part or all of their campaign activities for a duration to be set by the Rules Committee.
 - (c) Remove a candidate from the race.
 - (d) Any combination of the above.
- (8) Any willful violation of a Rules Committee opinion, decision, ruling, or order by a candidate will be sufficient ground to disqualify that candidate from the race.
- (9) All decisions and rulings by the Rules Committee will be issued in writing.

Section 5. Filing/Election Dates

- (1) April Elections
 - (a) Filing shall begin on the Monday prior to spring break and shall conclude at 12:00 p.m. three (3) school days prior to the beginning of the scheduled election.
 - (b) A campaign orientation meeting will be held on the first Wednesday after spring break to answer any questions and review the election code with candidates or potential candidates.
 - (c) The election will be held during the second full school week in April.
 - (d) If a runoff election is necessary, it must begin within ten (10) days of the last day of the regular election.

(2) September Elections

(a) Filing shall begin on the first day of regular registration for the fall semester and shall conclude at 12:00 p.m. three (3) school days prior to the election date.

(b) A campaign orientation meeting will be held within two (2) weeks of the beginning of classes.

(c) The election will be held during the final week of September.

(3) Late filing shall not be allowed.

Section 6. Changes to Election Code

No part of this election code may be changed or altered from the beginning of the filing period until the election results have been determined.

ARTICLE VII

REMOVAL FROM OFFICE

Section 1. Senate

Any Senator who accumulates three (3) unexcused absences from regularly scheduled Senate meetings automatically shall be removed from office.

Section 2. Committee

Any committee member who accumulates three (3) unexcused absences from regularly scheduled committee meetings automatically shall be removed from the committee.

Section 3. Recall Elections

Any elected representative of the Student Association will be subject to a recall election upon presentation of a petition bearing a number of signatures equal to or greater than fifteen (15) percent of the representative's constituency.

ARTICLE VIII
AMENDMENT AND RATIFICATION

Section 1. Procedures

These Bylaws may be amended at any regular meeting of the Student Senate upon approval of two-thirds (2/3) of the entire membership of the Senate provided amendment has been submitted in writing at the previous regularly scheduled meeting of the Senate.

ARTICLE IX
APPROVAL OF BYLAWS

Section 1. Adoption

These Bylaws shall become adopted upon a two-thirds (2/3) approval of the entire membership of the Senate and will supersede any previous Bylaws or Guidelines of the Senate.

Section 2. Effective Date

In accordance with Part One, Chapter VI, Section 5 of the Rules and Reaulations of the Board of Regents, The University of Texas System, changes to these Bylaws shall not become effective until transmitted to the Vice President for Administration and Student Affairs and all administrative and Regental approvals have been obtained.

8. U. T. El Paso: Permission for Dr. Diana S. Natalicio to Serve as a Member at-Large of the National Aeronautics and Space Administration (NASA) Advisory Council [Regents' Rules and Regulations, Part One, Chapter III, Section 13, Subsections 13.(10) and 13.(11)].--Permission was granted for Dr. Diana S. Natalicio, President of The University of Texas at El Paso, to serve as a member at-large of the National Aeronautics and Space Administration (NASA) Advisory Council for a two-year term commencing in September 1994. Dr. Natalicio will serve without compensation and NASA will cover expenses related to meetings.

President Natalicio's service on this Advisory Council is of benefit to the State of Texas, creates no conflict with her position at U. T. El Paso, and is in accordance with approval requirements for positions of honor, trust, or profit provided in Chapter 574 of the Texas Government Code and Part One, Chapter III, Section 13, Subsections 13.(10) and 13.(11) of the Regents' Rules and Regulations.

9. U. T. El Paso: Approval of Agreement of Cooperation with the National Autonomous University of Mexico (UNAM), Mexico City, Mexico, and Authorization for Component President to Execute Agreement.--In order to promote collaboration between The University of Texas at El Paso and the National Autonomous University of Mexico (UNAM), Mexico City, Mexico, and to capitalize on opportunities resulting from the North American Free Trade Agreement (NAFTA), the Board approved the Agreement of Cooperation set out on Pages 50 - 56 between U. T. El Paso and the National Autonomous University of Mexico, Mexico City, Mexico.

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

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

DECLARATIONS

I. "THE UNAM" DECLARES:

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

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

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

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

II. "THE UTEP" DECLARES:

11.1. That it is a component of the University **of** Texas System. and an **agency** of the State of Texas. United **States of** America.

*OFFICIAL TRANSLATOR
LA MEXICO CITY
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11.2. That it ~~is~~ a ~~comprehensive~~ urban university with a mission that ~~includes~~ the transmission of knowledge through the instruction of students, the advancement of knowledae as demonstrated by research and scholarly publication, and the application of knowledge through professional consultation, **artistic** performance, continuing education and **service** to agencies and organizations.

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

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

III. BOTH PARTIES DECLARE:

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

CLAUSES

FIRST: OBJECT

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

SECOND: SCOPE

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

- A. Objectives
- B. Calendars of activities

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

THIRD: COMMITMENTS OF BOTH PARTIES

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

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

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- levels.** for the purpose of study or research. during predetermined periods:
3. To organize symposia. conferences. courses and **meetings** on topics of interest to **their** respective researchers:
 4. To carry out **joint** research and continuing **education** programs :
 5. To exchange information regarding advances in teaching. research and student development at each **institution.**

FOURTH: TECHNICAL COMMISSION

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

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

FIFTH: LABOR RELATIONS

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

SIX: SPECIFIC AGREEMENTS

In the execution of the actions specified in the Second.5 Clause, the parties will reach specific cooperation **agreements** deriving *from* this agreement, in which the concrete **steps** to

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

SEVENTH: INTELLECTUAL PROPERTY

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

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

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

EIGHTH: TAX LIABILITY

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

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

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

NINTH: CIVIL LIABILITY

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

TENTH: DURATION

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

ELEVENTH: MODIFICATIONS

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

TWELFTH: INTERPRETATION AND CONTROVERSIES

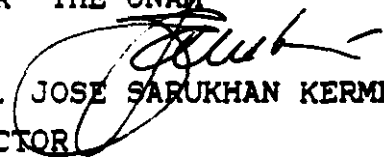
This agreement is the product of good **faith**, and therefore any conflicts which **may** arise as to its interpretation, formalization and fulfillment, shall be resolved by the Technical Commission referred to in this agreement, **and its** decisions shall not be subject to appeal.



J. C.
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Having read this document. and both parties being fully aware of its content6 and scope. they sign it in two copies at _____ on the _____ day of _____ of Nineteen Ninety_____

FOR "THE UNAM"


DR. JOSE SARUKHAN KERMEZ
RECTOR

FOR "THE UTEP"

DR. DIANA 3. NATALICIO
PRESIDENT

10. U. T. Pan American: Permission for Mr. Steve Copold to Serve as a Member of the Federal Communications Commission's LMDS FSS 28 GHz Band Negotiated Rule-making Committee [Regents' Rules and Regulations, Part One, Chapter III, Section 13, Subsections 13.(10) and 13.(11)].--Permission was given for Mr. Steve Copold, Director of Information Resources at The University of Texas - Pan American, to serve, without compensation, as a member of the Federal Communications Commission's LMDS (Local Multipoint Distribution Service) FSS (Fixed Satellite Service) 28 GHz Band Negotiated Rulemaking Committee.

Mr. Copold's membership on this Committee is of benefit to the State of Texas, creates no conflict with his position at U. T. Pan American, and is in accordance with approval requirements for positions of honor, trust, or profit provided in Chapter 574 of the Texas Government Code and Part One, Chapter III, Section 13, Subsections 13.(10) and 13.(11) of the Regents' Rules and Regulations.

11. U. T. Pan American: Approval of a Change in Enforcement Fees Effective with the Fall Semester 1994 (Catalog Change).--The Board, upon recommendation of the Academic Affairs Committee, approved a change from \$10.00 to \$15.00 for the citation enforcement fee at The University of Texas - Pan American effective with the Fall Semester 1994.

The enforcement fees are set out below in their entirety:

1994-95 Fees

Enforcement Fees

Citation (per violation)	\$15.00
Immobilizer (per violation)	20.00
Impoundment (per violation)	25.00
Unauthorized removal of immobilizer	50.00

The next appropriate catalog published at U. T. Pan American will be amended to reflect this action.

12. U. T. Pan American: Establishment of the Bronc Foundation of the Department of Athletics; Approval to Amend the Regents' Rules and Regulations, Part One, Chapter VII, Section 4, Subsection 4.3 (Internal Foundations) to Include the Bronc Foundation; and Establishment of the Bronc Foundation Advisory Council.--The Broncs Athletic Club at The University of Texas - Pan American has been an athletics booster organization providing support for intercollegiate athletics programs in past years. The Club has not had a clearly defined legal relationship to U. T. Pan American but has operated in many respects as an internal foundation. National Collegiate Athletic Association (NCAA) expectations regarding university control over athletic fund raising activities suggest the need for the Club to be restructured in keeping with the provisions of the Regents' Rules and Regulations concerning internal foundations. The establishment of an internal foundation will provide U. T. Pan American with oversight and consistent, internal control of fund raising for athletic programs.

Upon recommendation of the Academic Affairs Committee, the Board:

- a. Approved the resolution set out on Page 59 creating the Bronc Foundation as an internal foundation to benefit the Department of Athletics at U. T. Pan American in accordance with the Regents' Rules and Regulations, Part One, Chapter VII, Section 4, Subsection 4.3 (Internal Foundations)
- b. Authorized the Executive Secretary to the U. T. Board of Regents to add the foundation to the list of approved internal foundations set out in the Regents' Rules and Regulations, Part One, Chapter VII, Section 4, Subsection 4.33
- c. Established the Bronc Foundation Advisory Council pursuant to the Regents' Rules and Regulations, Part One, Chapter VII, Section 3 with the understanding that nominees to the Bronc Foundation Advisory Council will be submitted for approval at a future meeting.

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

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

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

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

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

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

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

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

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

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

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

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

REPORT AND RECOMMENDATIONS OF THE HEALTH AFFAIRS COMMITTEE (Pages 60 - 87).--Committee Chairman Ramirez reported that the Health Affairs Committee had met in open session to consider those matters on its agenda and to formulate recommendations for the U. T. Board of Regents. Unless otherwise indicated, the actions set forth in the Minute Orders which follow were recommended by the Health Affairs Committee and approved in open session and without objection by the U. T. Board of Regents:

1. U. T. Southwestern Medical Center - Dallas: Appointment of Initial Holders to Endowed Academic Positions Effective Immediately.--Upon recommendation of the Health Affairs Committee, the Board approved the following initial appointments to endowed academic positions at The University of Texas Southwestern Medical Center at Dallas effective immediately:
 - a. Richard A. Lange, M.D., Associate Professor of Internal Medicine, to the Jonsson-Rogers Chair in Cardiology

See Page 114 related to the establishment of this Chair.
 - b. Dr. Harold Ray (Skip) Garner, Jr., Professor of Biochemistry, to the Philip O'Bryan Montgomery, Jr., M.D. Distinguished Chair in Developmental Biology
 - c. Dr. Richard Baer, Associate Professor of Microbiology, to the H. Lloyd and Willye V. Skaggs Professorship in Medical Research
 - d. Adi F. Gazdar, M.B., B.S., Professor of Pathology, to the W. Ray Wallace Distinguished Chair in Molecular Oncology Research
 - e. Lynne M. Kirk, M.D., Professor of Internal Medicine and Associate Dean for Medical Education, to the Peter and Jean D. Dehlinger Professorship in Biomedical Science
 - f. Dr. David L. Garbers, Professor of Pharmacology, to The Patrick E. Haggerty Distinguished Chair in Basic Biomedical Science
 - g. David A. Pistenmaa, M.D., Ph.D., Professor of Radiation Oncology, to the Effie Marie Cain Distinguished Chair in Cancer Therapy Research

See Page 113 related to the establishment of this Chair.
 - h. Paul L. Flicker, M.D., F.A.C.S., A.A.O.S., Assistant Professor of Orthopaedic Surgery, Radiology, and Internal Medicine, to the R. Wofford Cain Distinguished Chair in Bone and Joint Disease Research

See Page 113 related to the establishment of this Chair.

- i. Perrin Charles White, M.D., Professor of Pediatrics, to the Audre Newman Rapoport Distinguished Chair in Pediatric Endocrinology

See Page 115 related to the establishment of this Chair.

- j. Helen C. Redman, M.D., Professor of Radiology, to the Dr. Fred Bonte Professorship in Radiology

See Page 112 related to the establishment of this Professorship.

- k. Frederick J. Bonte, M.D., Professor and Director of the Nuclear Medicine Research Center, to the Dr. Jack Krohmer Professorship in Radiation Physics

See Page 112 related to the establishment of this Professorship.

- l. Dr. Ronald A. Butow, Professor and Acting Chairman of the Department of Biochemistry, to the Beatrice and Miguel Elias Distinguished Chair in Biomedical Science

See Page 113 related to the establishment of this Chair.

2. U. T. Southwestern Medical Center - Dallas (U. T. Southwestern Medical School - Dallas): Establishment of a Department of Urology and Authorization to Submit the Proposal to the Coordinating Board for Approval (Catalog Change).--Approval was granted to establish a Department of Urology in the U. T. Southwestern Medical School - Dallas at The University of Texas Southwestern Medical Center at Dallas and to submit the proposal to the Texas Higher Education Coordinating Board for approval with implementation expected to be effective September 1, 1996.

The conversion of the Division of Urology, currently within the Department of Surgery, to departmental status will enhance administrative efficiency and is consistent with state and national trends.

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

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

3. U. T. Medical Branch - Galveston (U. T. Medical School - Galveston): Authorization to Establish a Department of Orthopaedic Surgery and to Submit the Proposal to the Coordinating Board for Approval (Catalog Change).--The Board established a Department of Orthopaedic Surgery in the U. T. Medical School - Galveston at The University of Texas Medical Branch at Galveston and authorized submission of the proposal to the Texas Higher Education Coordinating Board for approval.

Conversion of the Division of Orthopaedic Surgery, which is currently within the Department of Surgery, to the Department of Orthopaedic Surgery will enhance administrative efficiency and is consistent with state and national trends.

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

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

4. U. T. Health Science Center - Houston: Cheves McCord Smythe, M.D., Appointed to the Board of Trustees of Affiliated Medical Services (AMS) Effective November 1, 1994.--Due to recent administrative changes in the U. T. Medical School - Houston at The University of Texas Health Science Center at Houston, the Board appointed Cheves McCord Smythe, M.D., Professor of Internal Medicine, to the Board of Trustees of Affiliated Medical Services (AMS) effective November 1, 1994.

With this appointment, the three members of the Board of Trustees of AMS designated by the U. T. Board of Regents are as follows:

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

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

5. U. T. M.D. Anderson Cancer Center: Appointment of Initial Holders to Endowed Academic Positions Effective Immediately - (a) Bernard Levin, M.D., to the Betty B. Marcus Chair in Cancer Prevention and (b) Andrew C. von Eschenbach, M.D., to the Roy M. and Phyllis Gough Huffington Chair in Urologic Oncology.--The Board appointed the following initial holders to endowed academic positions at The University of Texas M.D. Anderson Cancer Center effective immediately:

- a. Bernard Levin, M.D., Vice President for Cancer Prevention and Professor and Chair-man of the Department of Gastrointestinal Oncology and Digestive Diseases, to the Betty B. Marcus Chair in Cancer Prevention
- b. Andrew C. von Eschenbach, M.D., Professor and Chairman of the Department of Urology, to the Roy M. and Phyllis Gough Huffington Chair in Urologic Oncology

See Page 117 related to the redesignation of this Chair.

6. U. T. M.D. Anderson Cancer Center: Approval of License Agreements with the M.D. Anderson Cancer Center Outreach Corporation (Outreach) and the M.D. Anderson Physicians Network (Physicians Network), Both of Houston, Texas, for Use of Name.--Because of the complex legal implications of the two proposed license agreements for the benefit of The University of Texas M.D. Anderson Cancer Center which were before the Board on yellow paper, Committee Chairman Ramirez called on Vice Chancellor and General Counsel Farabee and President LeMaistre to comment on the specifics related thereto.

Following these presentations and upon recommendation of the Health Affairs Committee, the Board:

- a. Approved Attachment C to the License Agreement in substantially the form set forth on Pages 64 - 80 between the U. T. Board of Regents and the M.D. Anderson Cancer Center Outreach Corporation (Outreach), Houston, Texas
- b. Approved the License Agreement in substantially the form set forth on Pages 81 - 87 between the U. T. Board of Regents and the M.D. Anderson Physicians Network (Physicians Network), Houston, Texas.

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

The U. T. Board of Regents, at its April 1994 meeting, approved the establishment of certified nonprofit health corporations at each health component of The University of Texas System. As a result, M.D. Anderson Physicians Network was created and is a Certified Non-Profit Health Corporation under the Medical Practice Act, Section 5.01, Article 4495b, V.T.C.S. Physicians Network will enter into prepaid capitation arrangements, and the License Agreement between Physicians Network and the U. T. Board of Regents permits Physicians Network to use the name and trademark "M.D. Anderson Physicians Network" for the provision of such services. Upon prior approval by the U. T. Board of Regents, Physicians Network's sublicensees also may use the name and trademark.

Both of the License Agreements may be terminated upon the cancellation of any other agreement governing the provision of services by Outreach and Physicians Network, respectively.

LICENSE Agreement

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

1. PARTIES

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

2. BACKGROUND

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

3. DEFINITIONS

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

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

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

4. **LICENSE GRANT**

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

5. **DEFAULT. TERMINATION**

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

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

6. **SUBLICENSES**

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

7. **GOODWILL IN LICENSED MARKS**

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

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

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

8. **QUALITY CONTROL: ADVERTISING APPROVAL**

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

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

9. **MARKING**

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

10. **INDEMNITY/HOLD HARMLESS**

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

LICENSED SERVICE, provided by LICENSEE or by the sublicensee of LICENSEE. LICENSEE indemnifies and holds harmless BOARD OF REGENTS and the officers, employees, and agents thereof, from any claims, demands, causes of actions and damages, including reasonable attorney's fees, caused or arising out of LICENSEE'S provision of professional **services, including** LICENSED SERVICES.

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

11. **NOTICES**

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

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

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

12. **STATUS OF PARTIES**

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

13. **BINDING EFFECT**

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

14. **LAW GOVERNING**

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

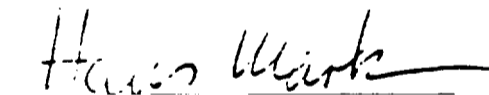
under the laws of the State of Texas **in** a court of competent **jurisdiction in** Travis County, Texas, and LICENSEE hereby agrees to submit to the jurisdiction of the courts of the State of **Texas and** to obtain the sublicensee's consent to submit to the jurisdiction of the **court's** of the State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

15. **MISCELLANEOUS**

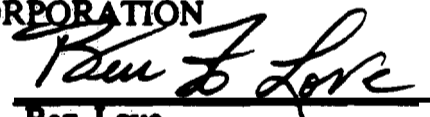
- 15.1 **The provisions** of this Agreement **are** severable, and if any provision shall be held illegal, **invalid, or** unenforceable, such holding shall not affect the legality, validity, or **enforceability** of **any** other provision. Any such illegal, invalid, or **unenforceable** provision shall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

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

THE BOARD OF REGENTS OF THE
UNIVERSITY OF TEXAS SYSTEM

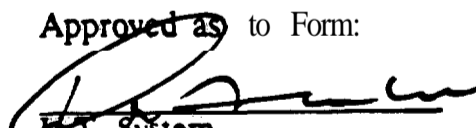
By: 
Hans Mark, Chancellor

M. D. ANDERSON CANCER
CENTER OUTREACH
CORPORATION

By: 
Ben Love

Title: Chairman of the Board

Approved as to Form:


M.D. Anderson Cancer Center
Office of General Counsel

License Agreement

ATTACHMENT A
LICENSED MARKS ARE:

M. D. Anderson Cancer Center Outreach Corporation

ATTACHMENT B

LICENSED SERVICES ARE:

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

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

ATTACHMENT C

OUTREACH ▪ OCC
LICENSE AGREEMENT

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

1. **PARTIES**

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

2. **BACKGROUND**

- 2.1 LICENSOR has rights in certain marks identified in Exhibit 1 hereto, and public recognition and goodwill have been acquired through the use of such marks.
- 2.2 LICENSEE recognizes the goodwill appurtenant to use of the marks and desires to obtain a nonexclusive license to utilize such marks. LICENSOR is willing to grant such a license under the terms and conditions of this Agreement.

3. **DEFINITIONS**

- 3.1 MARKS include trademarks and service marks.
- 3.2 LICENSED MARKS means those marks listed in Exhibit 1, including common law rights, as well as any applications for registration or registrations which may be issued covering such marks, whether state or federal.
- 3.3 LICENSED SERVICES means those services specified in Exhibit 2 hereto in connection with which any of the LICENSED MARKS are used.
- 3.4 TERM means the effective period of this Agreement, which shall commence on the EFFECTIVE DATE and which shall terminate, upon the earliest termination of any of the following Agreements:
- a. Orlando Cancer Center, Inc. Members' Agreement,
 - b. Agreement for Personnel to be Provided by M. D. Anderson Cancer Center Outreach Corporation to Orlando Cancer Center, Inc.,
 - c. Educational Affiliation Agreement between The University of Texas M. D. Anderson Cancer Center and Orlando Cancer Center, Inc., or
 - d. License Agreement between The Board of Regents of The University of Texas System and M. D. Anderson Cancer Center Outreach Corporation.
- 3.5 QUALITY means an acceptable level of quality to LICENSOR.

4. LICENSE GRANT

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

5. DEFAULT, TERMINATION

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

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

6. **GOODWILL IN LICENSED MARKS**

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

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

7. **QUALITY CONTROL: ADVERTISING APPROVAL**

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

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

8. **MARKING**

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

9. **INDEMNITY/HOLD HARMLESS**

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

10. **NOTICES**

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

11. **STATUS OF PARTIES**

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

12. **BINDING EFFECT**

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

13. **LAW GOVERNING**

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

14. **MISCELLANEOUS**

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

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

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

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

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

LICENSOR:

M. D. ANDERSON CANCER
CENTER OUTREACH CORPORATION

By: _____
(Name of Individual)

Title: _____

LICENSEE:

ORLANDO CANCER **CENTER**

By: _____
(Name of Individual)

Title: _____

Exhibit 1

LICENSED MARKS ARE:

M. D. Anderson Cancer Center at Orlando

Exhibit 2

LICENSED SERVICES ARE:

In accordance with Licensee's purposes and emphases on the clinical, educational and scientific aspects of cancer care, the following services may be provided by Licensee in connection with the Licensed Marks listed in Exhibit 1:

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

LICENSE Agreement

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

1. **PARTIES**

- 1.1 The Board of Regents of The University of Texas System (hereinafter referred to as BOARD OF REGENTS) has its principal office at **201** West 7th Street, Austin, Texas 78701.
- 12 **M.D. Anderson Physicians** Network, a Texas corporation (hereinafter referred to as LICENSEE) has a principal place of business at 15 15 Holcombe, Houston, Texas 77030.
- 13 **BOARD OF REGENTS and LICENSEE are the parties** to **this** Agreement.

2. **BACKGROUND**

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

3. **DEFINITIONS**

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

4. **LICENSE GRANT**

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

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

5. D E F A U L T .

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

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

6. SUBLICENSES

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

7. GOODWILL IN LICENSED MARKS

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

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

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

8. **QUALITY CONTROL; ADVERTISING APPROVAL**

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

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

9 . **MARKING**

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

10. **INDEMNITY/HOLD HARMLESS**

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

11. **NOTICES**

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

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

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

12. **STATUS OF PARTIES**

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

13. **BINDING EFFECT**

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

14. **LAW GOVERNING**

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

15. **MISCELLANEOUS**

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

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

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

15.3 This Agreement contains the entire Agreement between the parties with respect to the LICENSED MARKS of Attachment A and supersedes any prior Agreements between the parties, written or **oral**, with respect to such LICENSED MARKS.

15.4 This Agreement may not be amended, modified, or rescinded except by a written Agreement executed by BOARD OF REGENTS and LICENSEE.

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

THE BOARD OF REGENTS OF THE
UNIVERSITY OF TEXAS SYSTEM

M. D. ANDERSON PHYSICIANS
NETWORK

By: _____

By: _____

Title: _____

Approved as to **Form**:

U.T. System
Office of General Counsel

ATTACHMENT A

LICENSED MARKS ARE:

M. D. Anderson Physicians Network

ATTACHMENT B

LICENSED SERVICES ARE:

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

1. **Cancer Care Services** provided in Surgery, Medicine, Radiotherapy, Diagnostic z&oratory Medicine, Pathology, Pediatrics, Cancer Prevention, Nursing and
,
2. Cancer Research Services; and
3. Cancer Education Services.

REPORT AND RECOMMENDATIONS OF THE FACILITIES PLANNING AND CONSTRUCTION COMMITTEE (Pages 88 - 102).--Committee Chairman Temple reported that the Facilities Planning and Construction Committee had met in open session to consider those matters on its agenda and to formulate recommendations for the U. T. Board of Regents. Unless otherwise indicated, all actions set forth in the Minute Orders which follow were recommended by the Facilities Planning and Construction Committee and approved in open session and without objection by the U. T. Board of Regents:

1. U. T. Arlington - Renovation of Ransom Hall (Project No. 301-775): Approval to Increase Total Project Cost; Approval of Final Plans and Specifications; Authorization to Advertise for Bids and for the Executive Committee to Award Contracts; Additional Appropriation Therefor; and Approval of Use of Revenue Financing System Parity Debt, Receipt of Certificate, and Finding of Fact with Regard to Financial Capacity.--The Facilities Planning and Construction Committee recommended and the Board:
 - a. Approved an increase in the authorized total project cost for the Renovation of Ransom Hall at The University of Texas at Arlington from \$1,585,934 to \$3,117,000. Total project funding from Permanent University Fund Bond Proceeds will remain \$1,000,000 and funding from Revenue Financing System Bond Proceeds will increase to \$2,117,000.
 - b. Approved the final plans and specifications within the increased total project cost of \$3,117,000
 - c. Authorized the Office of Facilities Planning and Construction to advertise for bids upon completion of final review and the Executive Committee to award all contracts associated with this project within the authorized total project cost
 - d. Appropriated an additional \$885,000 from Permanent University Fund Bond Proceeds and \$2,117,000 from Revenue Financing System Bond Proceeds to fund the project. Previous appropriations had been \$115,000 from Permanent University Fund Bond Proceeds.

Following a presentation by Ms. Pam Clayton, Director of Finance for The University of Texas System, related to the qualifications of this project for the U. T. System Revenue Financing System and in compliance with Section 5 of the Amended and Restated Master Resolution Establishing The University of Texas System Revenue Financing System, adopted by the U. T. Board of Regents on February 14, 1991, and amended on October 8, 1993, and upon delivery of the Certificate of an Authorized Representative as set out on Page 90, the Board resolved that:

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

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

The original renovation of Ransom Hall was primarily intended to replace the heating, ventilating, and air-conditioning system, and repair or replace damaged floors, walls, ceilings, and carpet. Since October 1991, an increase in the project scope has occurred which includes renovations to house the offices of the Provost and Student Affairs in addition to an Academic Computer Center remote site. U. T. Arlington is prepared to finance the increased scope with no additional funding from Permanent University Fund Bond Proceeds.

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

PARITY DEBT CERTIFICATE OF U. T. SYSTEM REPRESENTATIVE

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

EXECUTED this 7 day of October, 1994


Assistant Vice Chancellor for Finance

2. U. T. Arlington - Thermal Energy Plant Boiler (Project No. 301-784): Approval of Final Plans and Specifications; Authorization to Advertise for Bids and for Executive Committee to Award Contracts; and Additional Appropriation Therefor.--The Board, upon recommendation of the Facilities Planning and Construction Committee:
 - a. Approved the final plans and specifications for the Thermal Energy Plant Boiler at The University of Texas at Arlington at a total project cost of \$1,054,720
 - b. Authorized the Office of Facilities Planning and Construction to advertise for bids upon completion of final review and the Executive Committee to award all contracts associated with this project within the authorized total project cost
 - c. Appropriated \$416,986 from General Use Fee Balances and \$515,868 from Interest Earned on Unexpended Plant Funds. Previous appropriations had been \$121,866 from Permanent University Fund Bond Proceeds Reserve Allocations for Repair and Rehabilitation.

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

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

3. U. T. Austin - Student Health Center Including the Student Services Facility (Project No. 102-767): Approval of Final Plans and Specifications; Authorization to Advertise for Bids and for the Executive Committee to Award Contracts; Additional Appropriation Therefor; and Approval of Use of Revenue Financing System Parity Debt, Receipt of Certificate, and Finding of Fact with Regard to Financial Capacity.--Upon recommendation of the Facilities Planning and Construction Committee, the Board:
 - a. Approved the final plans and specifications for the Student Health Center, including the Student Services Facility, at The University of Texas at Austin within the authorized total project cost of \$24,296,000

- b. Authorized the Office of Facilities Planning and Construction to advertise for bids upon completion of final review and the Executive Committee to award all contracts associated with this project within the authorized total project cost
- c. Appropriated an additional \$23,346,000 to be funded by \$19,680,000 in Revenue Financing System Bond Proceeds, \$3,401,000 in General Fee Balances, and \$265,000 in Auxiliary Enterprise Balances. This amount, combined with previous appropriations of \$950,000 from Auxiliary Enterprise Balances, will fund the total project cost of \$24,296,000.

Following a presentation by Ms. Pam Clayton, Director of Finance for The University of Texas System, related to the qualifications of this project for the U. T. System Revenue Financing System and in compliance with Section 5 of the Amended and Restated Master Resolution Establishing The University of Texas System Revenue Financing System, adopted by the U. T. Board of Regents on February 14, 1991, and amended on October 8, 1993, and upon delivery of the Certificate of an Authorized Representative as set out on Page 93, the Board resolved that:

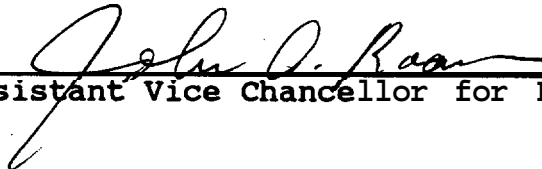
- a. Parity Debt shall be issued to pay the project's cost including any project costs paid prior to the issuance of such Parity Debt
- b. Sufficient funds will be available to meet the financial obligations of the U. T. System including sufficient Pledged Revenues as defined in the Master Resolution to satisfy the Annual Debt Service Requirements of the Financing System and to meet all financial obligations of the Board relating to the Financing System
- c. U. T. Austin, which is a "Member" as such term is used in the Master Resolution, possesses the financial capacity to satisfy its Direct Obligation as defined in the Master Resolution relating to the issuance by the U. T. Board of Regents of tax-exempt Parity Debt in the amount of \$19,680,000
- d. This resolution satisfies the official intent requirements set forth in Section 1.150-2 of the U. S. Treasury Regulations.

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

PARITY DEBT CERTIFICATE OF U. T. SYSTEM REPRESENTATIVE

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

EXECUTED this d 7th y o f October, 1994



Assistant Vice Chancellor for Finance

4. U. T. Austin - Women's Softball Field: Authorization for Project; Appointment of Marmon Mok, San Antonio, Texas, as Project Architect/Engineer to Prepare Preliminary Plans and Specifications; Submission of the Project to the Coordinating Board; and Appropriation Therefor.--It was reported that The University of Texas at Austin has added women's softball as an intercollegiate sport and proposes to construct a natural grass softball field which meets National Collegiate Athletic Association (NCAA) regulations and standards for women's softball competition.

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

- a. Authorized the Women's Softball Field project at U. T. Austin at an estimated total project cost of \$2,000,000 to be funded from Auxiliary Enterprise Balances
- b. Appointed the firm of Marmon Mok, San Antonio, Texas, as Project Architect/Engineer to prepare preliminary plans, specifications, and a cost estimate to be presented to the U. T. Board of Regents at a future meeting
- c. Authorized submission of the project to the Texas Higher Education Coordinating Board
- d. Appropriated \$56,000 from Auxiliary Enterprise Balances for fees and administrative expenses through completion of preliminary plans.

This project will include approximately 1,700 seats with a covered grandstand facility and press box, ticket/concession/rest room building of approximately 2,000 gross square feet, and related softball field components.

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

5. U. T. Dallas - Student Union Building Addition and Renovation (Project No. 302-829): Approval of Preliminary Plans; Authorization to Prepare Final Plans and Specifications; Submission of the Project to the Coordinating Board; and Additional Appropriation Therefor.--Following opening remarks by President Jenifer, the preliminary plans and specifications for the Student Union Building Addition and Renovation at The University of Texas at Dallas were presented to the Facilities Planning and Construction Committee by Mr. David Marsee, representing the Project Architect, MPI Architects, Dallas, Texas.

Based on this presentation, the Facilities Planning and Construction Committee recommended and the Board:

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

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

6. U. T. El Paso - Indoor Swimming Pool Facility (Project No. 201-810): Approval of Preliminary Plans; Authorization to Prepare Final Plans and Specifications; Submission of the Project to the Coordinating Board; and Additional Appropriation Therefor.--Following introductory remarks by President Natalicio, Mr. Mervin Moore, representing the Project Architect, Moore Nordell Kroeger, El Paso, Texas, presented the preliminary plans and specifications for the Indoor Swimming Pool Facility at The University of Texas at El Paso to the Facilities Planning and Construction Committee.

Based on this presentation and upon recommendation of the Facilities Planning and Construction Committee, the Board:

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

This project will contain two 25 meter indoor swimming pools along with appropriate space for lockers, dressing rooms, and showers. The facility is designed for the pool areas to be open to the outside during good weather.

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

7. U. T. Pan American - Engineering Building (Project No. 901-809): Approval of Final Plans and Specifications; Authorization to Advertise for Bids and for the Executive Committee to Award Contracts; Additional Appropriation Therefor; and Approval of Use of Revenue Financing System Parity Debt, Receipt of Certificate, and Finding of Fact with Regard to Financial Capacity.--The Facilities Planning and Construction Committee recommended and the Board:
- a. Approved the final plans and specifications for the Engineering Building at The University of Texas - Pan American within the authorized total project cost of \$23,054,000
 - b. Authorized the Office of Facilities Planning and Construction to advertise for bids upon completion of final review and the Executive Committee to award all contracts associated with this project within the authorized total project cost
 - c. Appropriated an additional \$22,154,000 from Tuition Revenue Bonds and Notes issued under the Revenue Financing System for total project funding. Previous appropriations of \$900,000 had been made from Tuition Revenue Bonds and Notes.

In compliance with Section 5 of the Amended and Restated Master Resolution Establishing The University of Texas System Revenue Financing System, adopted by the U. T. Board of Regents on February 14, 1991, and amended on October 8, 1993, and upon delivery of the Certificate of an Authorized Representative as set out on Page 97, the Board resolved that:

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

- c. U. T. component institutions, which are **"Members"** as such term is used in the Master Resolution, possess the financial capacity to **satisfy** their Direct Obligations as defined in the **Master** Resolution relating to the issuance by the U. T. Board of Regents of tax-exempt Parity Debt in the amount of **\$23,054,000**
- d. This resolution satisfies the official intent requirements set forth in Section 1.150-2 of the U. S. Treasury Regulations.

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

PARITY DEBT CERTIFICATE OF U. T. SYSTEM REPRESENTATIVE

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

EXECUTED this d 7th of October, 1994



 Assistant Vice Chancellor for Finance

8. U. T. Pan American - Science Building: Authorization for Project; Appointment of Kell Muñoz Wigodsky, San Antonio, Texas, as Project Architect to Prepare Preliminary Plans and Specifications; Submission of the Project to the Coordinating Board; and Appropriation Therefor.--In order to upgrade laboratory instruction and provide adequate space for future growth of the Natural Sciences program, the Board, upon recommendation of the Facilities Planning and Construction Committee:
- a. Authorized the Science Building project at The University of Texas - Pan American at an estimated total project cost of \$26,000,000 to be funded from Higher Education Assistance Fund Bond Proceeds
 - b. Appointed the firm of Kell Muñoz Wigodsky, San Antonio, Texas, as Project Architect to prepare preliminary plans, specifications, and a cost estimate to be presented to the U. T. Board of Regents at a future meeting
 - c. Authorized submission of the project to the Texas Higher Education Coordinating Board
 - d. Appropriated \$500,000 from Unexpended Plant Funds for fees and administrative expenses. These appropriations will be reimbursed from Higher Education Assistance Fund Bond Proceeds when issued. This action satisfies the official intent requirement set forth in Section 1.103-18 of the U. S. Treasury Regulations.

The quality of instruction for the Natural Sciences program will be enhanced by the availability of a new Science Building with modern laboratory and research facilities. The Science Building will consolidate programs currently in different locations into a single building. The building will contain approximately 140,000 gross square feet and provide faculty office space, classrooms, instructional laboratories, and research space for the Natural Sciences, and potentially for Mathematics and Computer Science.

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

9. U. T. San Antonio - Academic Building (Project No. 401-756): Authorization to Redesignate the Academic Building as the Business Building and the Humanities-Business Building as the Humanities and Social Sciences Building.--Upon recommendation of the Facilities Planning and Construction Committee, the Board:
- a. Approved the redesignation of the Academic Building at The University of Texas at San Antonio as the Business Building
 - b. Approved the redesignation of the Humanities-Business Building at U. T. San Antonio as the Humanities and Social Sciences Building.

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

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

10. U. T. Medical Branch - Galveston - Lee Hage Jamail Student Center (Project No. 601-808): Approval of Final Plans and Specifications; Authorization to Advertise for Bids and for Executive Committee to Award Contracts; and Additional Appropriation Therefor.--The Facilities Planning and Construction Committee recommended and the Board:
- a. Approved the final plans and specifications for the Lee Hage Jamail Student Center at The University of Texas Medical Branch at Galveston within the authorized total project cost of \$2,850,000
 - b. Authorized the Office of Facilities Planning and Construction to advertise for bids upon completion of final review and the Executive Committee to award all contracts associated with this project within the authorized total project cost
 - c. Appropriated \$2,685,000 from Gifts and Grants for total project funding. Previous appropriations had been \$165,000 from the same source.

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

11. U. T. Health Science Center - Houston: Approval to Foreclose Deed of Trust Lien on the Former Dental Science Institute Building Located at 1018 Blodgett Street, Houston, Harris County, Texas; Authorization for Appropriate Officials to Implement Such Foreclosure; and Authorization to Purchase the Property at the Foreclosure Sale for an Amount Not to Exceed the Amount Owed.--Upon recommendation of the Facilities Planning and Construction Committee, the Board, as beneficiary under the Deed of Trust covering the former Dental Science Institute Building located at 1018 Blodgett Street, Houston, Harris County, Texas:
- a. Appointed Ms. Anne Campbell Liedtke in the Office of Legal Affairs and Risk Management at The University of Texas Health Science Center at Houston to act as substitute trustee
 - b. Appointed the Assistant Vice President of Legal Affairs and Risk Management at the U. T. Health Science Center - Houston to serve as successor substitute trustee (such appointment to be effective on and after the date that the substitute trustee named above notifies the U. T. Board of Regents in writing that she will no longer serve as substitute trustee)
 - c. Directed such substitute trustee (or successor substitute trustee) to take all necessary and appropriate actions to foreclose the lien created by the Deed of Trust and purchase the property for the benefit of the U. T. Health Science Center - Houston at the foreclosure sale for an amount not to exceed the amount owed
 - d. Authorized such substitute trustee or the Assistant Vice President of Legal Affairs and Risk Management to bid on the property at the foreclosure sale in accordance with instructions received from the Executive Vice President for Administration and Finance at the U. T. Health Science Center - Houston
 - e. Authorized the Executive Vice President for Administration and Finance to execute all documents pertaining to the appointment of substitute trustee, the appointment of the successor substitute trustee, and for the purchase of the property following approval by the Executive Vice Chancellor for Health Affairs, the Executive Vice Chancellor for Business Affairs, and the Office of General Counsel.

Pursuant to authority granted by the U. T. Board of Regents at its August 1990 meeting, the U. T. Health Science Center - Houston sold the former Dental Science Institute Building on February 28, 1991. As partial consideration, the U. T. Health Science Center - Houston accepted a promissory note in the original principal amount of \$165,000 from the buyer, Mr. Nicholas P. Litinas, who has repeatedly defaulted in his obligations under the note. The note is secured by a Deed of Trust

lien against the property and foreclosure of the lien is appropriate to enforce the U. T. Board of Regents' right to repayment of the note. If a bid by a third party exceeding the amount owed by Mr. Litinas is not made at the foreclosure sale, the U. T. Health Science Center - Houston will purchase the property at the foreclosure sale.

12. U. T. Health Science Center - Houston - Renovation of the Speech and Hearing Institute Building for the Institute of Molecular Medicine (Project No. 701-834): Approval to Increase Project Scope and Total Project Cost and Additional Appropriation Therefor.--The Renovation of the Speech and Hearing Institute Building for the Institute of Molecular Medicine at The University of Texas Health Science Center at Houston, as originally authorized in April 1994, was to renovate the mechanical infrastructure of the four-story building and the basement and first floor to accommodate the institute's initial operations. Then, as funds become available, the U. T. Health Science Center - Houston would request authorization to renovate floors two and three.

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

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

- a. Approved an increase in the scope of work and the authorized total project cost for Renovation of the Speech and Hearing Institute Building for the Institute of Molecular Medicine at the U. T. Health Science Center - Houston from \$2,500,000 to \$5,390,000
- b. Appropriated an additional \$2,890,000 from Gifts and Grants. Previous appropriations had been \$2,500,000 in Permanent University Fund Bond Proceeds.

Approval of this item amends the FY 1994-1999 Capital Improvement Plan and the FY 1995 Capital Budget accordingly.

* * * * *

At the conclusion of the Facilities Planning and Construction Committee meeting, Committee Chairman Temple reported that at today's (October 7) meeting the Committee had received recommendations for appointment of architects which include 95% participation by Historically Underutilized Businesses (HUB). Of this amount, 94% are minority-owned and 1% are women-owned. In addition, she noted that the Board had received a recommendation from the Executive Committee to award one general construction contract which included an 8% participation by two Historically Underutilized Businesses, both women-owned.

Regent Temple then congratulated the Office of Facilities Planning and Construction for a job well done related to the HUB participation in the construction programs within The University of Texas System. She noted that in Fiscal Year 1993 total combined construction costs were \$66.1 million with total HUB participation of \$6.8 million or 10.3%, and in Fiscal Year 1994 the total combined construction costs were \$139.1 million with total HUB participation of \$35.7 million or 25.7%. Ms. Temple reported that the combined architect/engineer fees were \$6.4 million in Fiscal Year 1993 compared to \$7 million in Fiscal Year 1994 with the total HUB participation being \$1.7 million (26%) and \$3.4 million (48%), respectively.

Chairman Rapoport commended Mr. Lewis Wright, Associate Vice Chancellor for Business Affairs, and the staff of the Office of Facilities Planning and Construction on the continuing progress of the HUB participation in the U. T. System's construction programs.

REPORT AND RECOMMENDATIONS OF THE ASSET MANAGEMENT COMMITTEE (Pages 102 - 163).--Committee Chairman Cruikshank reported that the Asset Management Committee had met in open session to consider those matters on its agenda and to formulate recommendations for the U. T. Board of Regents. Unless otherwise indicated, all actions set forth in the Minute Orders which follow were recommended by the Asset Management Committee and approved in open session and without objection by the U. T. Board of Regents.

I. PERMANENT UNIVERSITY FUND

Committee Chairman Cruikshank reviewed the Report on Permanent University Fund Investments and Income for the fiscal year to date as prepared by the Office of Asset Management and as set forth below:

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

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

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

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

II. COMMON TRUST FUND

Committee Chairman Cruikshank reviewed the Report on Common Trust Fund Investments and Income for the fiscal year to date as prepared by the Office of Asset Management and as set forth below:

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

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

III. TRUST AND SPECIAL FUNDS

Gifts, Bequests and Estates

1. U. T. Arlington: Acceptance of Gifts from Various Donors and Establishment of the Student Publications Scholarship Fund.--The Board, upon recommendation of the Asset Management Committee, accepted \$10,000 in gifts from various donors and established a quasi-endowment at The University of Texas at Arlington to be named the Student Publications Scholarship Fund.

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

2. U. T. Austin: Acceptance of Gift and Pledge from Mrs. Betty Osborn Biedenharn, San Antonio, Texas, and Transfer of Funds and Establishment of the Betty Osborn Biedenharn Endowed Presidential Scholarship in Music in the College of Fine Arts.--Upon recommendation of the Asset Management Committee, the Board accepted a \$12,500 gift and a \$12,500 pledge, payable by August 31, 1995, from Mrs. Betty Osborn Biedenharn, San Antonio, Texas, and a \$12,500 transfer of President's designated funds for a total of \$37,500 and established the Betty Osborn Biedenharn Endowed Presidential Scholarship in Music in the Department of Music, College of Fine Arts, at The University of Texas at Austin.

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

3. U. T. Austin: Acceptance of Gifts from Various Donors and Establishment of the Robert E. Boyer Endowed Presidential Scholarship for Natural Sciences in the College of Natural Sciences.--Approval was given to accept \$100,586 in gifts from various donors and to establish the Robert E. Boyer Endowed Presidential Scholarship for Natural Sciences in the College of Natural Sciences at The University of Texas at Austin.

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

4. U. T. Austin: Acceptance of Gift from Dr. Nasser I. Al-Rashid, Riyadh, Saudi Arabia, and Establishment of the Harold H. "Hap" Dalrymple Endowed Presidential Scholarship in Civil Engineering in the College of Engineering.--The Asset Management Committee recommended and the Board accepted a \$25,000 gift from Dr. Nasser I. Al-Rashid, Riyadh, Saudi Arabia, and established the Harold H. "Hap" Dalrymple Endowed Presidential Scholarship in Civil Engineering in the Department of Civil Engineering, College of Engineering, at The University of Texas at Austin.

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

5. U. T. Austin: Acceptance of Gifts from Various Donors and Establishment of the William Dente Endowed Memorial Scholarship in Opera in the College of Fine Arts.--Authorization was given to accept \$10,343 in gifts from various donors and to establish the William Dente Endowed Memorial Scholarship in Opera in the Department of Music, College of Fine Arts, at The University of Texas at Austin.

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

6. U. T. Austin: Acceptance of Bequest from the Estate of Jessie Eula Ezell, Austin, Texas, for Addition to the Ellen McAngus Ezell Scholarship Fund in Accounting in the College of Business Administration and the Graduate School of Business.--Upon recommendation of the Asset Management Committee, the Board accepted the residue of the Estate of Jessie Eula Ezell, Austin, Texas, valued at \$202,865.25, for addition to the Ellen McAngus Ezell Scholarship Fund in Accounting in the Department of Accounting, College of Business Administration and the Graduate School of Business, at The University of Texas at Austin for a total endowment of \$232,010.25. The bequest is comprised of \$72,256.25 in cash and real property valued at \$130,609, described as follows:

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

7. U. T. Austin: Acceptance of Gifts from Various Donors and Transfer of Funds and Establishment of the GLISSA Endowed Scholarship in the Graduate School of Library and Information Science.--The Asset Management Committee recommended and the Board accepted \$2,465.51 in gifts from various donors and a \$7,534.49 transfer of previously reported gifts from current restricted funds for a total of \$10,000 and established a quasi-endowment in the Graduate School of Library and Information Science at The University of Texas at Austin to be named the GLISSA Endowed Scholarship.

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

8. U. T. Austin: Acceptance of Gifts from The Fondren Foundation, Houston, Texas, and Various Donors and Establishment of the Jimmy Greenwood Memorial Golf Scholarship in the Department of Intercollegiate Athletics for Men.--Approval was given to accept a \$10,000 gift from The Fondren Foundation, Houston, Texas, and \$8,625 in gifts from various donors for a total of \$18,625 and to establish the Jimmy Greenwood Memorial Golf Scholarship in the Department of Intercollegiate Athletics for Men at The University of Texas at Austin.

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

9. U. T. Austin: Authorization to Establish the Robert F. Henderson, Jr. Endowed Presidential Scholarship in State Government Law in the School of Law.--The Board established the Robert F. Henderson, Jr. Endowed Presidential Scholarship in State Government Law in the School of Law at The University of Texas at Austin with the understanding that funding for this endowment (\$40,000) will be held and administered by The University of Texas Law School Foundation (an external foundation) in accordance with the Regents' Rules and Regulations.

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

10. U. T. Austin: Acceptance of Gift from Mrs. Ruth Patton Connor, Austin, Texas, and Establishment of the Kristi Kana Endowed Presidential Scholarship in Nursing in the School of Nursing.--Upon recommendation of the Asset Management Committee, the Board accepted a \$25,000 gift from Mrs. Ruth Patton Connor, Austin, Texas, and established the Kristi Kana Endowed Presidential Scholarship in Nursing in the School of Nursing at The University of Texas at Austin.

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

11. U. T. Austin: Acceptance of Bequest from the Estate of Charles T. Banister, Dallas, Texas, and Gift from Various Donors and Establishment of the Patterson-Banister Chair in the College of Liberal Arts.--The Board, upon recommendation of the Asset Management Committee, accepted the residue of the Estate of Charles T. Banister, Dallas, Texas, comprised of stocks, bonds, cash, and real estate, valued at \$1,402,100.64, and a \$250 gift from various donors for a total of \$1,402,350.64 and established the Patterson-Banister Chair in the Departments of History, Government, and Economics, College of Liberal Arts, at The University of Texas at Austin.

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

12. U. T. Austin: The Luisa G. G. Sanchez Charitable Remainder Trust - Authorization to Sell Part of Lot No. 9 and All of Lots Nos. 10-12, Pedernales Subdivision No. 2, Travis County, Texas, to Messrs. Robert D. Gay and Robert J. Lange, Bellville, Texas, and Approval for the Chairman of the Board to Execute Documents Related Thereto.--At its meeting in December 1993, the U. T. Board of Regents accepted appointment as Trustee of The Luisa G. G. Sanchez Charitable Remainder Trust and accepted a gift of real property in Travis County, Texas, to fund the Trust for the benefit of The University of Texas at Austin.

Acting in its capacity as Trustee of The Luisa G. G. Sanchez Charitable Remainder Trust, the Board:

- a. Authorized the sale of part of Lot No. 9 and all of Lots Nos. 10-12 of the Pedernales Subdivision No. 2, Travis County, Texas, for \$91,500 to Messrs. Robert D. Gay and Robert J. Lange, Bellville, Texas
- b. Authorized the Chairman of the U. T. Board of Regents to execute all documents pertaining to the sale.

13. U. T. Austin: Acceptance of Gifts from Various Donors and Accumulated Income to Establish the Marion Burck Smith Junior Fellowship Fund; Designation of Previously Accepted Residual Bequest from the Estate of Cyrus Rowlett Smith, Washington, D. C.; and Establishment of the C. R. Smith Endowed Scholarship Fund.--The Board accepted \$40,000 in previously reported gifts from various donors and \$300 in accumulated income for a total of \$40,300 and established a quasi-endowment at The University of Texas at Austin to be named the Marion Burck Smith Junior Fellowship Fund.

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

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

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

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

It was reported that U. T. Austin also plans to use \$500,000 in matching funds from the sale of the Borden, Inc. property to increase the C. R. Smith Endowed Scholarship Fund to a total of approximately \$1,730,000.

14. U. T. Austin: Authorization to Accept Transfer of Funds and to Establish the Delbert Stark Endowed Scholarship in the Department of Intercollegiate Athletics for Men.-- A \$20,000 transfer of a previously reported gift from Mrs. Sudie Schaer Stark, Brenham, Texas, and \$855.63 in accumulated income for a total of \$20,855.63 were accepted to establish the Delbert Stark Endowed Scholarship in the Department of Intercollegiate Athletics for Men at The University of Texas at Austin.

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

15. U. T. Austin: Approval to Accept Transfer of Funds and to Establish the Texas Offshore Industry Endowed Scholarship in the College of Engineering.--Approval was given to accept a \$10,000 transfer of unrestricted gifts from various donors and to establish a quasi-endowment in the Department of Aerospace Engineering and Engineering Mechanics, College of Engineering, at The University of Texas at Austin to be named the Texas Offshore Industry Endowed Scholarship.

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

16. U. T. Austin: Acceptance of Gift from Mr. George H. Thacker, Huntsville, Alabama, Corporate Matching Funds from The Boeing Company, Seattle, Washington, and Transfer of Funds and Establishment of the Amelia and Lloyd Thacker Endowed Scholarship in the College of Engineering.--Upon recommendation of the Asset Management Committee, the Board accepted a \$2,500 gift from Mr. George H. Thacker, Huntsville, Alabama, \$2,500 in corporate matching funds from The Boeing Company, Seattle, Washington, and a \$5,000 transfer of discretionary funds for a total of \$10,000 and established the Amelia and Lloyd Thacker Endowed Scholarship in the Department of Aerospace Engineering and Engineering Mechanics, College of Engineering, at The University of Texas at Austin.

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

17. U. T. Austin: Acceptance of Bequest from the Estate of Robert Ervin Veselka, Austin, Texas, and Gifts and Pledge from Various Donors and Establishment of the Robert E. Veselka Endowed Fellowship for Graduate Research Travel - and in Memory of Stephen T. Moore.--The Board accepted a bequest of the residue of the Estate of Robert Ervin Veselka, Austin, Texas, valued at approximately \$50,000, and \$18,610 in gifts and a pledge, payable by December 31, 1995, from various donors for a total of \$68,610 and established the Robert E. Veselka Endowed Fellowship for Graduate Research Travel - and in Memory of Stephen T. Moore at The University of Texas at Austin.

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

18. U. T. Austin: Approval to Accept Transfer of Funds and to Establish the Ching Yew Endowed Design Scholarship in the College of Engineering.--Upon recommendation of the Asset Management Committee, the Board accepted a \$10,000 transfer of unrestricted gifts from various donors and established a quasi-endowment in the Department of Aerospace Engineering and Engineering Mechanics, College of Engineering, at The University of Texas at Austin to be named the Ching Yew Endowed Design Scholarship.

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

19. U. T. Dallas: Acceptance of Transfer of Funds and Establishment of the Richardson Woman's Club Scholarship.--The Asset Management Committee recommended and the Board accepted a \$10,000 transfer of previously reported gifts from the Richardson Woman's Club, Richardson, Texas, and established the Richardson Woman's Club Scholarship at The University of Texas at Dallas.

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

20. U. T. El Paso: Approval to Accept Transfer of Funds and to Establish The Chevrolet Scholarship.--The Board accepted an \$11,630.69 transfer of previously reported gifts from the Chevrolet Motor Division of General Motors Corporation, Warren, Michigan, and established a quasi-endowment at The University of Texas at El Paso to be named The Chevrolet Scholarship.

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

21. U. T. El Paso: Approval to Accept Gift from Mr. and Mrs. Randolph S. (Lucille M.) Murray, Jr., El Paso, Texas, and to Establish the Randolph S., Jr. and Lucille M. Murray Endowed Fund for Student Enhancement.--A gift of 100 shares of George S. Thomson Company, Inc. common stock, valued at \$200,000, from Mr. and Mrs. Randolph S. (Lucille M.) Murray, Jr., El Paso, Texas, was accepted to establish the Randolph S., Jr. and Lucille M. Murray Endowed Fund for Student Enhancement at The University of Texas at El Paso.

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

22. U. T. Pan American: Authorization to Accept Distribution from the Margaret Thomason Trust, Harlingen, Texas, and Establishment of the Thomason Art Scholarship.--Authorization was granted to accept a distribution of \$24,267.42 from the Margaret Thomason Trust, Harlingen, Texas, and to establish the Thomason Art Scholarship at The University of Texas - Pan American.

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

23. U. T. Tyler: Acceptance of Gift from Mrs. Seville Nunn, Tyler, Texas, and Establishment of The Lloyd and Seville Nunn Endowed Presidential Scholarship.--The Asset Management Committee recommended and the Board accepted a \$25,000 gift from Mrs. Seville Nunn, Tyler, Texas, and established The Lloyd and Seville Nunn Endowed Presidential Scholarship at The University of Texas at Tyler.

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

24. U. T. Tyler: Acceptance of Gift from the Smith County Medical Society Alliance, Tyler, Texas, and Establishment of The Smith County Medical Society Alliance Endowed Presidential Nursing Scholarship.--Upon recommendation of the Asset Management Committee, the Board accepted a \$25,000 gift from the Smith County Medical Society Alliance, Tyler, Texas, and established The Smith County Medical Society Alliance Endowed Presidential Nursing Scholarship at The University of Texas at Tyler.

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

25. U. T. Tyler: Approval to Accept Distribution from the Ruby Stubblefield Trust, Tyler, Texas, and to Establish The Ruby Stubblefield Scholarship Endowment.--Approval was given to accept a \$130,000 distribution from the Ruby Stubblefield Trust, Tyler, Texas, and to establish The Ruby Stubblefield Scholarship Endowment at The University of Texas at Tyler.

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

26. U. T. Tyler: Acceptance of Gift from Messrs. Ken and Micah Tomblin, Palestine, Texas, Ms. Billie Kennedy, Beaumont, Texas, and Ms. Debbie Kennedy, League City, Texas, and Establishment of The Jeretta Kennedy Tomblin Memorial Endowed Presidential Scholarship.--The Board, upon recommendation of the Asset Management Committee, accepted a \$25,000 gift from Messrs. Ken and Micah Tomblin, Palestine, Texas, Ms. Billie Kennedy, Beaumont, Texas, and Ms. Debbie Kennedy, League City, Texas, and

established The Jeretta Kennedy Tomblin Memorial Endowed Presidential Scholarship at The University of Texas at Tyler.

Income earned from the endowment will be used to provide scholarship support to a junior, senior, or graduate-level student, with preference given to female students, among equally qualified applicants.

27. U. T. Tyler: Acceptance of Gift from Mr. and Mrs. Jack (Dorothy) White, Tyler, Texas, and Corporate Matching Funds from the ARCO Foundation, Los Angeles, California, and Establishment of The Jack and Dorothy Fay White Fellowship for Teaching Excellence.--The Board accepted a \$36,000 gift from Mr. and Mrs. Jack (Dorothy) White, Tyler, Texas, and \$14,000 in corporate matching funds from the ARCO Foundation, Los Angeles, California, for a total of \$50,000 and established The Jack and Dorothy Fay White Fellowship for Teaching Excellence at The University of Texas at Tyler.

Income earned from the endowment will be used to supplement the salary of a faculty member at U. T. Tyler in recognition of teaching excellence.

28. U. T. Southwestern Medical Center - Dallas: Acceptance of Gift from Mr. and Mrs. R. F. (Lola) Sanford, Dallas, Texas, and Accumulated Earnings; Establishment of the Dr. Fred Bonte Professorship in Radiology and the Dr. Jack Krohmer Professorship in Radiation Physics; and Eligibility for Matching Funds Under the Texas Eminent Scholars Program.--Upon recommendation of the Asset Management Committee, the Board accepted a gift of 2,062 shares of Gilbert X-Ray Company of Texas stock, valued at \$199,993.38 from Mr. and Mrs. R. F. (Lola) Sanford, Dallas, Texas, and \$6.62 in accumulated earnings for a total of \$200,000, and established two endowments at The University of Texas Southwestern Medical Center at Dallas with \$100,000 each as follows:

- a. Dr. Fred Bonte Professorship in Radiology in the Department of Radiology
- b. Dr. Jack Krohmer Professorship in Radiation Physics in the Department of Radiology.

Income earned from the endowments will be used to support these Professorships.

Further, the actual income that will be earned on the \$199,993.38 gift will be certified to the appropriate State authorities for matching under the Texas Eminent Scholars Program as set out in Chapter 51, Subchapter I of the Texas Education Code, when matching funds are made available under that act.

See Page 60 related to appointments to these Professorships.

29. U. T. Southwestern Medical Center - Dallas: Acceptance of Gift and Pledge from The Cain Foundation, Austin, Texas; Establishment of the (a) Effie Marie Cain Distinguished Chair in Cancer Therapy Research and (b) R. Wofford Cain Distinguished Chair in Bone and Joint Disease Research; Allocation of Funds from the Private Fund Development Campaign; and Eligibility for Matching Funds Under the Texas Eminent Scholars Program.--The Board, upon recommendation of the Asset Management Committee, accepted a \$250,000 gift and a \$750,000 pledge, payable by August 31, 1997, from The Cain Foundation, Austin, Texas, for a total of \$1,000,000 and established the (a) Effie Marie Cain Distinguished Chair in Cancer Therapy Research and (b) R. Wofford Cain Distinguished Chair in Bone and Joint Disease Research with \$500,000 each at The University of Texas Southwestern Medical Center at Dallas.

Further, \$500,000 will be allocated from the \$25,000,000 challenge fund established by an anonymous donor as part of the Private Fund Development Campaign and will be used to increase the endowment for the Effie Marie Cain Distinguished Chair in Cancer Therapy Research to a total of \$1,000,000.

In addition, \$500,000 in matching funds will be allocated from the \$12,500,000 challenge fund established with MSRDP funds at the U. T. Southwestern Medical Center - Dallas as part of the Private Fund Development Campaign for addition to the R. Wofford Cain Distinguished Chair in Bone and Joint Disease Research to increase that endowment to \$1,000,000.

Additionally, the actual income that will be earned on the \$250,000 gift, the \$750,000 pledge, as received, and the \$500,000 in challenge funds for the Effie Marie Cain Distinguished Chair in Cancer Therapy Research will be certified to the appropriate State authorities for matching under the Texas Eminent Scholars Program as set out in Chapter 51, Subchapter I of the Texas Education Code, when matching funds are made available under that act.

Income earned from the endowments will be used to support the Distinguished Chairs.

See Page 60 related to appointments to these Distinguished Chairs.

30. U. T. Southwestern Medical Center - Dallas: Report on Final Distributions from the Estate of Beatrice M. Elias and The Beatrice and Miguel Elias Charitable Trust, New York, New York; Acceptance of Transfer of Funds; and Establishment of the Beatrice and Miguel Elias Distinguished Chair in Biomedical Science.--At the April 1989 meeting of the U. T. Board of Regents, specific and residual bequests from the Estate of Beatrice M. Elias, New York, New York, were accepted for the benefit of The University of Texas Southwestern Medical Center at Dallas with a final report to be submitted later.

It was reported that the final distributions from the Estate of Beatrice M. Elias and The Beatrice and Miguel Elias Charitable Trust, both of New York, New York, had been received for a total in excess of \$2,180,000 for the benefit of the U. T. Southwestern Medical Center - Dallas. Such monies are to be held in a nonendowed fund

known as the Beatrice M. and Miguel G. Elias Fund and used for research at the U. T. Southwestern Medical Center - Dallas.

Further, the Board accepted a \$1,000,000 transfer of previously reported funds from the nonendowed Beatrice M. and Miguel G. Elias Fund and established a quasi-endowment at the U. T. Southwestern Medical Center - Dallas to be named the Beatrice and Miguel Elias Distinguished Chair in Biomedical Science.

Income earned from the endowment will be used to support the Distinguished Chair.

See Page 60 related to an appointment to this Distinguished Chair.

31. U. T. Southwestern Medical Center - Dallas: Acceptance of Gift and Pledge from the Gaston Episcopal Hospital Foundation, Dallas, Texas; Establishment of the Earl A. Forsythe Distinguished Professorship in Biomedical Science; Allocation of Funds from the Private Fund Development Campaign; and Eligibility for Matching Funds Under the Texas Eminent Scholars Program.--Upon recommendation of the Asset Management Committee, the Board accepted a \$25,000 gift and a \$100,000 pledge, payable by December 31, 1997, from the Gaston Episcopal Hospital Foundation, Dallas, Texas, for a total of \$125,000 and established the Earl A. Forsythe Distinguished Professorship in Biomedical Science at The University of Texas Southwestern Medical Center at Dallas.

Further, \$125,000 will be allocated from the \$25,000,000 challenge fund established by an anonymous donor as part of the Private Fund Development Campaign and will be used to increase the endowment to a total of \$250,000.

In addition, the actual income that will be earned on the \$25,000 gift, the \$100,000 pledge, as received, and the \$125,000 in challenge funds will be certified to the appropriate State authorities for matching under the Texas Eminent Scholars Program as set out in Chapter 51, Subchapter I of the Texas Education Code, when matching funds are made available under that act.

Income earned from the endowment will be used to support the Distinguished Professorship.

32. U. T. Southwestern Medical Center - Dallas: Acceptance of Pledges from Mr. Erik Jonsson, Mr. and Mrs. Robert (Margaret) Rogers, and Mr. and Mrs. Ralph (Mary Nell) Rogers, All of Dallas, Texas; Establishment of the Jonsson-Rogers Chair in Cardiology; Allocation of Funds from the Private Fund Development Campaign; and Eligibility for Matching Funds Under the Texas Eminent Scholars Program.--The Board accepted pledges of \$125,000, payable by August 31, 1996, from each of the following donors, all of Dallas, Texas, for a total of \$375,000 and

established the Jonsson-Rogers Chair in Cardiology at The University of Texas Southwestern Medical Center at Dallas:

Mr. Erik Jonsson

Mr. and Mrs. Robert (Margaret) Rogers

Mr. and Mrs. Ralph (Mary Nell) Rogers.

Further, \$375,000 will be allocated from the \$12,500,000 challenge fund established with MSRDP funds at the U. T. Southwestern Medical Center - Dallas as part of the Private Fund Development Campaign and will be used to increase the endowment to a total of \$750,000.

In addition, the actual income that will be earned on the \$375,000 pledge, as received, will be certified to the appropriate State authorities for matching under the Texas Eminent Scholars Program as set out in Chapter 51, Subchapter I of the Texas Education Code, when matching funds are made available under that act.

Income earned from the endowment will be used to support the Chair.

See Page 60 related to an appointment to this Chair.

33. U. T. Southwestern Medical Center - Dallas: Acceptance of Pledge from The Bernard and Audre Rapoport Foundation, Waco, Texas; Establishment of the Audre Newman Rapoport Distinguished Chair in Pediatric Endocrinology; Allocation of Funds from the Private Fund Development Campaign; and Eligibility for Matching Funds Under the Texas Eminent Scholars Program.--Upon recommendation of the Asset Management Committee, the Board accepted a \$500,000 pledge, payable by January 31, 1996, from The Bernard and Audre Rapoport Foundation, Waco, Texas, and established the Audre Newman Rapoport Distinguished Chair in Pediatric Endocrinology at The University of Texas Southwestern Medical Center at Dallas.

Further, \$500,000 will be allocated from the \$25,000,000 challenge fund established by an anonymous donor as part of the Private Fund Development Campaign and will be used to increase the endowment to a total of \$1,000,000.

In addition, the actual income that will be earned on the \$500,000 pledge, as received, and the \$500,000 in challenge funds will be certified to the appropriate State authorities for matching under the Texas Eminent Scholars Program as set out in Chapter 51, Subchapter I of the Texas Education Code, when matching funds are made available under that act.

Income earned from the endowment will be used to support the Distinguished Chair.

See Page 60 related to an appointment to this Distinguished Chair.

34. U. T. Medical Branch - Galveston: Approval to Accept Gift from Mrs. Sofia A. Kantis, Houston, Texas, and to Establish The Antonio George Kantis Memorial Scholarship for Students in the School of Medicine.--Approval was given to accept a \$10,000 gift from Mrs. Sofia A. Kantis, Houston, Texas, and to establish The Antonio George Kantis Memorial Scholarship for Students in the School of Medicine at The University of Texas Medical Branch at Galveston.

Income earned from the endowment will be used to support outstanding students enrolled in the U. T. Medical School - Galveston, based on financial need.

35. U. T. Medical Branch - Galveston: Approval to Accept Transfer of Funds and to Establish The David Weeks Chair in Ophthalmology Endowment Fund.--The Board, upon recommendation of the Asset Management Committee, accepted a \$300,000 transfer of Medical Service, Research and Development Plan restricted funds from the Department of Ophthalmology and Visual Sciences and established an endowment at The University of Texas Medical Branch at Galveston to be named The David Weeks Chair in Ophthalmology Endowment Fund.

Income earned from the endowment will be reinvested in the corpus of the endowment until the total endowment reaches \$500,000 at which time a request will be made to redesignate the endowment as a chair.

Since this endowment is funded with MSRDP funds, it will be held as "funds functioning as endowment" for accounting purposes.

36. U. T. Health Science Center - Houston: Redesignation of the Roger J. Bulger Professorship in Health Sciences as The Roger J. Bulger Visiting Lecture Series in the Health Sciences.--Upon recommendation of the Asset Management Committee, the Board redesignated the Roger J. Bulger Professorship in Health Sciences at The University of Texas Health Science Center at Houston as The Roger J. Bulger Visiting Lecture Series in the Health Sciences.
37. U. T. Health Science Center - Houston: Establishment of the Adrien and Gladys Drouilhet Lecture Series in Ophthalmology.--The Board established the Adrien and Gladys Drouilhet Lecture Series in Ophthalmology at The University of Texas Health Science Center at Houston with the understanding that funds for the endowment (\$38,250) will be held and administered by the Hermann Eye Fund, Houston, Texas (an external foundation).
38. U. T. Health Science Center - Houston: Establishment of the Joe M. Green, Jr. Distinguished Professorship in Ophthalmology.--The Joe M. Green, Jr. Distinguished Professorship in Ophthalmology at The University of Texas Health Science Center at Houston was established with the understanding that the funds for the endowment (\$250,000) will be held and administered by the Hermann Eye Fund, Houston, Texas (an external foundation).

39. U. T. Health Science Center - Houston: Redesignation of The Bernice Weingarten Distinguished Professorship in Ophthalmology as The Bernice Weingarten Chair in Ophthalmology.--Upon recommendation of the Asset Management Committee, The Bernice Weingarten Distinguished Professorship in Ophthalmology was redesignated as The Bernice Weingarten Chair in Ophthalmology at The University of Texas Health Science Center at Houston. The funds for the endowment (\$500,000) will continue to be held and administered by the Hermann Eye Fund, Houston, Texas (an external foundation).

40. U. T. Health Science Center - Houston: Authorization to Accept Gift from Mr. and Mrs. John Edward (Martha H.) Tyson, Houston, Texas, and to Establish the James T. Willerson, M.D., Endowed Lecture Series.--Authorization was given to accept a gift of 585 shares of Valero Energy Corporation common stock, valued at \$10,164.38, from Mr. and Mrs. John Edward (Martha H.) Tyson, Houston, Texas, and to establish an endowment at The University of Texas Health Science Center at Houston to be named the James T. Willerson, M.D., Endowed Lecture Series.

Income earned from the endowment will be used to provide resources to bring guest lecturers in the field of cardiology to the U. T. Medical School - Houston.

41. U. T. Health Science Center - San Antonio: Acceptance of Additional Transfer of Funds and Redesignation of the Distinguished Professorship in Psychiatry as the Chair in Psychiatry.--The Board, upon recommendation of the Asset Management Committee, accepted a \$350,000 transfer of Medical Service, Research and Development Plan restricted funds for addition to the Distinguished Professorship in Psychiatry for a total endowment of \$600,000 at The University of Texas Health Science Center at San Antonio and redesignated the Professorship as the Chair in Psychiatry.

Since this endowment is funded with MSRDP funds, it will be held as "funds functioning as endowment" for accounting purposes.

42. U. T. M.D. Anderson Cancer Center: Redesignation of the Roy M. and Phyllis Gough Huffington Chair in Laser Sciences as the Roy M. and Phyllis Gough Huffington Chair in Urologic Oncology.--In accordance with the donor's request, the Board redesignated the Roy M. and Phyllis Gough Huffington Chair in Laser Sciences at The University of Texas M.D. Anderson Cancer Center as the Roy M. and Phyllis Gough Huffington Chair in Urologic Oncology.

See Page 62 related to an appointment to this Chair.

IV. INTELLECTUAL PROPERTY MATTERS

U. T. M.D. Anderson Cancer Center: Approval of Patent and Technology License and Stockholder Agreements with Intron Therapeutics, Inc. (Intron), Austin, Texas; Acceptance of Intron Stock by the U. T. Board of Regents; and Authorization to Assign a Portion of Intron Stock to Jack A. Roth, M.D., Houston, Texas.--Upon recommendation of the Asset Management Committee, the Board:

- a. Approved the Patent and Technology License Agreement and the Stockholder Agreement set out on Pages 119 - 162 among the U. T. Board of Regents, The University of Texas M.D. Anderson Cancer Center, and Intron Therapeutics, Inc. (Intron), Austin, Texas
- b. Accepted stock in Intron Therapeutics, Inc. by the U. T. Board of Regents for the benefit of the U. T. M.D. Anderson Cancer Center
- c. Authorized the assignment of stock in Intron Therapeutics, Inc. to Jack A. Roth, M.D., a faculty member at the U. T. M.D. Anderson Cancer Center.

Intron Therapeutics, Inc. (referred to herein as "Intron" notwithstanding that Intron changed its name to "Introgen Therapeutics, Inc." after execution of the subject agreements) is a Delaware corporation with principal offices in Austin, Texas. Intron develops and commercializes diagnostic kits and therapies for human cancers.

Under the Patent and Technology License Agreement (License Agreement), Intron is granted a royalty-bearing, exclusive, worldwide license to make, have made, use or sell diagnostic and therapeutic products and procedures incorporating gene therapy technologies developed by Dr. Roth of the U. T. M.D. Anderson Cancer Center. Intron will pay U. T. M.D. Anderson Cancer Center royalties equal to one and one-half percent (1½%) of net sales and advance payments received by Intron from sublicensees. In addition, Intron will issue to the U. T. Board of Regents, for the benefit of the U. T. M.D. Anderson Cancer Center, 1,207,914 shares of the common stock of Intron so that the U. T. Board of Regents will own twenty-four percent (24%) of the total shares issued to date.

The Stockholder Agreement places certain restrictions on the disposition of the shares and sets forth the U. T. Board of Regents' rights as a shareholder. Dr. Roth will serve as Chairman of the Scientific Advisory Board of Intron.

Pursuant to the Regents' Rules and Regulations, Part Two, Chapter XII, Subsection 6.1, the U. T. Board of Regents may share a portion of the Intron stock with Dr. Roth. Accordingly, the Stock Assignment Agreement assigns and transfers to Dr. Roth 603,957 shares of Intron stock which is one-half (½) of the total shares acquired by the U. T. Board of Regents.

PATENT AND TECHNOLOGY LICENSE AGREEMENT

THIS AGREEMENT ("AGREEMENT") is made by and between the BOARD OF REGENTS ("BOARD") of THE UNIVERSITY OF TEXAS SYSTEM ("SYSTEM"), an agency of the State of Texas, whose address is 201 West 7th Street, Austin, Texas 78701, THE UNIVERSITY OF TEXAS M.D. ANDERSON CANCER CENTER ("MDA"), a component institution of the **SYSTEM** and INTRON THERAPEUTICS, INC., a Texas corporation having a principal place of business located at 301 Congress, Suite **2025**, Austin, Texas 78701 ("LICENSEE").

RECITALS

- A. BOARD owns certain PATENT RIGHTS and TECHNOLOGY RIGHTS related to LICENSED SUBJECT MATTER, which were developed at MDA, a component institution of the SYSTEM.
- B. BOARD desires to have the LICENSED SUBJECT MATTER developed and used for the benefit of LICENSEE, the inventor, BOARD, and the public as outlined in the Intellectual Property Policy **promulgated** by the BOARD.
- C. The LICENSED SUBJECT MATTER was the subject of an OPTION AGREEMENT between MDA and the Texas Biomedical Development Partners ("**TBDP**"), dated December 15, 1992, a copy of which is attached hereto as Exhibit 1 for approval by BOARD, granting TBDP the option to negotiate a **license** from BOARD to the LICENSED SUBJECT MATTER in consideration for an option fee and commitment of research support.
- D. TBDP exercised its option under the OPTION AGREEMENT in a timely manner by virtue of the letter dated June 17, 1993, a copy of which is attached hereto as Exhibit 2 for approval by BOARD, and further assigned **TBDP's** right **and** obligations under the **OPTION AGREEMENT** (Exhibit 1) to LICENSEE, thereby granting permission to BOARD to execute this LICENSE AGREEMENT with LICENSEE.
- E. The LICENSED SUBJECT **MATTER** was also the subject of SPONSORED RESEARCH AGREEMENTS **between** MDA and the **TBDP**, entitled "Development of **Therapeutic Treatment and Prevention of Lung Cancer**" (**SR93-04**) and "Clinical Protocol for Modification of **Oncogene** and Tumor Suppressor **Gene Expression** in **Nori-Small Cell Lung Cancer** (**CS93-27**), respectively, and a copy of **each** is **attached** hereto as Exhibits 3 and 4 (the "RESEARCH AGREEMENTS").
- F. The RESEARCH AGREEMENTS have been assigned by TBDP to LICENSEE by **virtue** of a letter dated November 26, 1993, a copy of which is **attached** hereto as **Exhibit 5** for approval by BOARD.

G. LICENSEE is a company which was formed to develop and commercially exploit the inventions of LICENSED SUBJECT MATTER, and LICENSEE, **therefore**, wishes to obtain a license from BOARD to practice LICENSED SUBJECT **MATTER**.

NOW, THEREFORE, in consideration of the mutual covenants and premises herein contained, the parties hereto agree as follows:

I. **EFFECTIVE DATE**

1.1 This AGREEMENT shall be effective as of July 20, 1994 ("EFFECTIVE DATE"), subject to approval by BOARD.

II. **DEFINITIONS**

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

2.1 LICENSED FIELD shall mean all fields of use of the LICENSED SUBJECT MATTER.

2.2 LICENSED SUBJECT MATTER shall mean inventions and discoveries covered **by** PATENT RIGHTS or TECHNOLOGY RIGHTS within LICENSED FIELD.

2.3 PATENT RIGHTS shall mean any and all rights of BOARD in and to:

(a) the patents and patent applications described in Schedule A hereto (the "Existing Patent Rights") and all patents anywhere in the world issuing **thereon**;

(b) any patent or patent application of any kind anywhere in the world that claims or discloses any invention **that** is claimed in any of the Existing Patent Rights, or that takes priority from an application within the Existing Patent Rights or derives from an **application** from which any of the Existing Patent Rights derived;

(c) all divisions, continuations, continuations-in-part, patents of addition, patents, substitutions, registrations, reissues, **reexaminations** of extensions of any kind with respect to any of the applications and patents described in (a) or (b) **above**. From time to time during the term of this AGREEMENT, upon **request** by either party, LICENSEE and BOARD shall promptly update Schedule A hereto to include all patent **applications** and patents that are then within the PATENT RIGHTS.

2.4 TECHNOLOGY RIGHTS shall mean BOARD's rights in any **technical** information, **know-how**, process, procedure, composition, biological materials, device, method, formula, protocol, technique, **software**, design, drawing or data relating to LICENSED FIELD and made or developed by Dr. Jack A. Roth or others working in his lab or under his

- supervision or direction, whether or not covered by PATENT RIGHTS, which is **reasonably** necessary for practicing an invention at any time covered by PATENT RIGHTS.
- 2.5 LICENSED PRODUCT shall mean any product, component or material the **manufacture**, use or sale of which would infringe a VALID CLAIM.
- 2.6 LICENSED TERRITORY shall mean the entire world.
- 2.7 SALE or sold shall mean the transfer or disposition of a LICENSED PRODUCT for value to a party other than LICENSEE or an AFFILIATE, which transfer or disposition would, but for the rights and license granted hereunder, infringe a VALID CLAIM in the **country** for which such LICENSED PRODUCT is transferred or disposed.
- 2.8 NET SALES shall mean the gross revenues received by LICENSEE, its AFFILIATES or SUBLICENSEE& from the SALE of LICENSED **PRODUCTS** less sales and/or use taxes actually paid, import and/or export duties actually paid, outbound transportation prepaid or allowed, and amounts allowed or credited due to **returns** (not to **exceed** the original billing or invoice amount).
- 2.9 AFFILIATE shall mean any business entity more than 50% owned by LICENSEE, or any business entity that is more than 50% owned by a business entity that owns more than 50% of LICENSEE.
- 2.10 VALID CLAIM shall mean either (a) a claim of an issued and unexpired patent included within the PATENT RIGHTS, which has not **been** held unenforceable, unpatentable or invalid by a court or other governmental agency of competent jurisdiction, and which has not been admitted to be invalid or **unenforceable** through reissue, disclaimer or otherwise, or (b) a pending claim in a patent application **within the** PATENT RIGHTS, provided that if such pending claim has not issued as a claim or an issued patent within the PATENT RIGHTS within three (3) years after the filing date from **which** such patent application **takes** priority, such pending claim **shall** not be a VALID CLAIM for purposes of this AGREEMENT **unless** and until, **subsequent to such** three (3) **year period**, such pending claim is issued as a claim of an issued and unexpired patent included within the PATENT RIGHTS as set forth in (a) above. In the event that a claim of an issued and unexpired patent within the PATENT RIGHTS is held by a court or **other** governmental agency of competent jurisdiction to be **unenforceable**, unpatentable or invalid, and such holding is reversed **on** appeal by a higher court or agency of competent jurisdiction, such claim shall be reinstated thereafter **as** a VALID CLAIM hereunder.
- 2.11 SUBLICENSEE **shall** mean any third party to whom LICENSEE has granted a sublicense under the PATENT RIGHTS to make and sell LICENSED **PRODUCTS**, with respect to LICENSED PRODUCTS made and sold by such SUBLICENSEE. As used herein, "SUBLICENSEE" shall also mean a third party to whom LICENSEE has **granted** the

exclusive right to distribute LICENSED PRODUCTS supplied by LICENSEE, provided that such third party is responsible for all marketing and promotion of the subject LICENSED PRODUCTS within its exclusive territory.

III. WARRANTY: SUPERIOR-RIGHTS

- 3.1 Except for the rights, if any, of the Government of the United States **as set forth** hereinbelow, BOARD represents and warrants its belief that it is the owner of the entire right, title, and interest in and to LICENSED SUBJECT **MATTER**, and that it has the sole right to grant licenses thereunder, and that it has **not** granted licenses thereunder to any other entity that would restrict rights **granted** hereunder except as stated herein. **In addition**, BOARD represents and warrants that it owns and will own **all** right, title and interest in and to the patent applications listed in Exhibit A as of **the** Effective Date, and all patents that will issue thereon; and that the patents listed on Exhibit A comprise **all** patents and applications **owned** by BOARD or MDA that claim inventions of any of the inventors listed therein which pertain to the **p53** gene or **K-ras** or gene therapy.
- 3.2 LICENSEE understands that the LICENSED SUBJECT **MATTER** may have been developed under a funding agreement with the Government of **the** United States of America and, if so, that the Government may have certain rights **relative thereto**. This AGREEMENT is explicitly made subject to the Government's **rights** under any such agreement and any applicable law or regulation, including P.L. 96517 as **amended** by P.L. 98-620. To the extent that there is a conflict **between** any such agreement, applicable law or regulation and this Agreement, **the terms** of such Government **agreement**, **applicable** law or regulation shall **prevail**.
- 3.3 BOARD, by this AGREEMENT, makes no **representation** as to **the** patentability, validity, and/or breadth of the inventions contained in the PATENT RIGHTS. BOARD, by this AGREEMENT, makes no representation as to whether **there are** any patents now held, or which will be held, by others or by BOARD in the LICENSED FIELD, nor does BOARD make any **representation** that the inventions contained in PATENT RIGHTS do not infringe any other patents now held or that will be held by **others** or by BOARD.

IV. LICENSE

- 4.1 BOARD hereby grants to LICENSEE a **royalty-bearing, exclusive** license under the LICENSED **SUBJECT MATTER to manufacture, have manufactured, use and/or** sell LICENSED PRODUCTS, **to practice** any method, **process or** procedure and to otherwise exploit the LICENSED SUBJECT **MATTER**, within LICENSED TERRITORY for use within LICENSED FIELD. Subject to Paragraph 5.8 herein, such **license** shall extend to BOARD's undivided interest in any LICENSED SUBJECT MATTER developed during the term of this AGREEMENT and **jointly** owned by BOARD **and** LICENSEE. This **grant shall** be subject to Paragraph 3.2, hereinabove, the payment by LICENSEE to BOARD of all

consideration as provided in this AGREEMENT, including the timely payment of **all** amounts due during the term of this Agreement under any sponsored research agreement covering the Licensed Subject Matter between MDA and LICENSEE (including but not limited to the RESEARCH AGREEMENTS, reimbursement of MDA's patent expenses as set forth in Paragraph 5.7 below, and shall be further subject to rights retained by BOARD and MDA to:

- (a) Publish the general scientific findings from research related to LICENSED SUBJECT MATTER: and
- (b) Use any information contained in LICENSED SUBJECT MATTER for research, teaching, patient care, and other educationally-related purposes.

Notwithstanding the foregoing, **the** license **granted** in this Section 4.1 under TECHNOLOGY RIGHTS **not** covered by any PATENT RIGHTS shall be **non-exclusive** for all **applications** that do not pertain in any way to the **p53** gene, the **k-ras** gene, or mutations thereof, the genetic or functional inhibition or promotion thereof; the translation or transcription pathways of such genes or mutations thereof, or any protein or molecule expressed by such **genes or mutations** thereof.

- 4.2 LICENSEE shall have the right to **extend** the license granted **herein** to any **AFFILIATE** provided **that** such **AFFILIATE** consents in writing, **with** copy to BOARD, to be bound by this AGREEMENT to the same extent **as** LICENSEE.
- 4.3 The license granted under Paragraph 4.1 above shall include the **rights** to grant and authorize sublicenses within the scope of the right and license granted to LICENSEE. LICENSEE shall monitor the operations of its **SUBLICENSEES** in **connection with** the obligations of LICENSEE pursuant **to** this AGREEMENT, and shall use **reasonable** efforts to ensure **that** such **SUBLICENSEES** comply fully with **such** obligations. LICENSEE **shall** promptly **inform** BOARD of the **name** and **address of** each such **SUBLICENSEE**, and subject to any obligations of confidentiality to the **SUBLICENSEE**, shall **provide MDA a copy of the** sublicense agreement.

V. PAYMENTS AND REPORTS

- 5.1 In **consideration of** rights granted by BOARD to LICENSEE under this AGREEMENT, LICENSEE agrees to pay MDA the following:
 - (a) One and one half percent (1.5 **%**) of NET SALES attributed to SALES of LICENSED PRODUCTS by LICENSEE, **AFFILIATES and** **SUBLICENSEES**; and
 - (b) For any advance payment received by LICENSEE **from a third** party pursuant to a sublicense, marketing, distribution, or **franchise** agreement, other than amounts paid

to LICENSEE in reimbursement of development or **other** costs, as provided for in Article 4.3 hereof and which is creditable against future royalties to be received by LICENSEE: one and one half percent (1 **.5 %**) of said advance payment.

- (c) LICENSEE will not **be obligated** to pay MDA any portion of any advanced payment received by LICENSEE from a third party that is not creditable against future running royalties to be received by LICENSEE.
- (d) If LICENSEE desires to fund sponsored research, and particularly where LICENSEE receives R&D money in lieu of or in addition to royalty revenues pursuant to a sublicense, LICENSEE shall give good faith consideration to funding such proposals at MDA.

5.2 In the event that more than one patent within the PATENT RIGHTS is applicable to any LICENSED PRODUCT subject to royalties under **this Article V**, then only one royalty shall be paid to MDA in respect of such quantity of the LICENSED PRODUCTS and in any event no more than one royalty will be payable hereunder with respect to any particular LICENSED PRODUCT unit. In addition:

- (a) No royalty shall be payable under Paragraph 5.1 above with respect to the SALE of LICENSED PRODUCTS **between** or among LICENSEE, AFFILIATES and SUBLICENSEES, provided that such LICENSED PRODUCTS are to be resold to unrelated third parties, or with respect to any **fees** or other payments paid between or among LICENSEE and AFFILIATES; nor shall a royalty **be** payable under Paragraph 5.1 with respect to SALES of LICENSED PRODUCTS for use in clinical trials or as samples.
- (b) In the event that a LICENSED PRODUCT is sold in combination as a single product, or in a kit, with another product or component and no royalty would be due hereunder on the sale of such other product or component alone, then **NET SALES** from **such combination** sales **for** purposes of **calculating** the amounts due under this **Article V shall be as** reasonably allocated by **LICENSEE** between such LICENSED PRODUCT and such other product or components, based upon their relative importance and **proprietary** protection as commercially **reasonable**.

5.3 During **the** Term of this AGREEMENT and for one (1) year **thereafter**, LICENSEE shall keep **complete** and accurate records of its SALES and NET SALES of LICENSED PRODUCT'S and other income subject to royalties hereunder and **all** revenues **received** from all SUBLICENSEES to enable the royalties payable hereunder **to be determined**. LICENSEE **shall** permit BOARD or its representatives, at **BOARD's expense**, to periodically examine its books, ledgers, and records during **regular** business hours for the **purpose** of and to the extent that the amounts due to BOARD are determined to 'have been underpaid

LICENSEE shall pay the **cost** of such examination, and accrued interest at the highest allowable rate.

- 5.4 Within thirty (30) days after March 31, June 30, September 30, and December 31, LICENSEE shall deliver to **BOARD** and MDA a true and accurate report, giving such particulars of the business conducted, if any, by LICENSEE, including all revenues **received** from all SUBLICENSEES, during the preceding three (3) calendar months under this AGREEMENT as are pertinent to an account for payments hereunder. Such **report** shall include at least (a) the quantities of LICENSED **SUBJECT MATTER** that it has produced; (b) the total SALES, (c) the calculation of royalties thereon; and (d) the total royalties so computed and due **BOARD**. Simultaneously with the delivery of each such report, LICENSEE shall pay to **BOARD** the **amount**, if any, due for the period of such report. If no payments are due, it shall be so reported.
- 5.5 Upon the request of BOARD or MDA but not more often than **once** per calendar **year**, LICENSEE **shall** deliver to BOARD and MDA a written report **as** to LICENSEE's efforts and accomplishments during the preceding year in **commercializing** LICENSED SUBJECT MATTER in various parts of the LICENSED TERRITORY and its commercialization plans for the upcoming year.
- 5.6 All amounts payable hereunder by LICENSEE **shall** be payable in United States funds. Checks **shall** be made payable to **The University of Texas M.D. Anderson Cancer Center**. Any withholding or other tax that **LICENSEE**, an **AFFILIATE**, or a SUBLICENSEE are required by law to withhold **shall be** deducted from royalties owing to MDA hereunder and promptly paid to the taxing authority. If royalties paid to LICENSEE or an **AFFILIATE** by a SUBLICENSEE on **NET SALES** of LICENSED PRODUCTS are reduced for withholding or similar taxes, LICENSEE may deduct a portion of such tax from the royalties payable to UNIVERSITY with respect to such Net Sales; the portion to be so deducted shall equal the amount of the tax multiplied by the fraction $\frac{WA}{A}$, where "A" equals the gross royalty payable to LICENSEE on such Net Sales prior to the withholding or similar tax, and "B" equals the gross royalty payable to UNIVERSITY on such Net Sales prior to the reduction under this Section 5.6. In regard to any tax so deducted, LICENSEE **shall** furnish UNIVERSITY with proper evidence of the taxes paid. In the event that LICENSEE realizes a reduction in its U.S. tax liability by reason of a foreign tax credit with respect to withholding taxes so deducted from royalties payable to MDA hereunder, LICENSEE **shall** pay to MDA the amount of such reduction in its U.S. tax liability.
- 5.7 LICENSEE **shall** reimburse MDA for all of its **out-of-pocket expenses** thus far incurred in filing, prosecuting, enforcing and maintaining **PATENT RIGHTS** exclusively licensed hereunder and which **were not** already reimbursed pursuant to the Option Agreement in Exhibit I hereto, and shall pay all such future expenses so long as and in such **countries** as its license remains exclusive. In the event that LICENSEE notifies MDA that it does not wish to reimburse further expenses of prosecuting or maintaining any application or **patent**

within the PATENT RIGHTS in any country, LICENSEE shall not be responsible for any such **expenses** with respect to such application or patent after MDA's receipt of such **notice, and LICENSEE's** license under Paragraph 4.1 above shall become nonexclusive **with respect** to such application (and any patent issuing thereon) or patent in such country. MDA will invoice LICENSEE on a **quarterly** basis beginning October 1, 1994, with such **invoices being** due and payable within thirty (30) days thereafter.

- 5.8 No payments due or royalty rates under this AGREEMENT shall be reduced as the result of co-ownership of LICENSED SUBJECT MATTER by BOARD and LICENSEE,
- 5.9 It is understood that royalties shall be due under **5.1(a)** above only on SALES of LICENSED PRODUCTS, the SALE of which would, but for the license granted herein, infringe a VALID CLAIM in the **country** for **which** such LICENSED PRODUCT is SOLD. However, if the SALE of a LICENSED PRODUCT would infringe a VALID CLAIM in the United States, Japan and at least four (4) Major Countries in Europe, LICENSEE shall pay royalties hereunder on all sales of such LICENSED PRODUCT in **any country**, regardless of whether the sale of such product in such country would infringe a VALID CLAIM. As used herein, "Major Countries" shall **mean** the United Kingdom, France, Germany, Spain, Italy, Sweden and **Switzerland**.
- 5.10 Effective upon written notice to MDA, LICENSEE may convert **the** license granted to LICENSEE under Paragraph 4.1 with respect to any patent or application within the PATENT RIGHTS to a **non-exclusive** license. Following **such** notice, the amounts to be paid to MDA under Paragraph 5.1 above with respect to any VALID CLAIMS within such patent or application, after any other adjustment under this AGREEMENT, shall **be** reduced by one-half.

VI. PATENTS AND INVENTIONS

- 6.1 If after **consultation** with LICENSEE it is agreed by BOARD and LICENSEE that a **new** patent **application** should **be** filed for LICENSED SUBJECT MATTER, BOARD will prepare and file appropriate patent **applications**, and LICENSEE will pay **the** cost of **searching**, preparing, **filing**, prosecuting and maintaining **same**, subject to Paragraph 5.7 above. BOARD **shall** provide LICENSEE with a copy of **the** new patent application for which LICENSEE has paid the cost of filing, as **well** as copies of any **documents received** or filed during **prosecution** thereof. **BOARD shall consult** with LICENSEE in a **timely** manner **concerning** (i) scope and content of **all patent applications** within the PATENT RIGHTS prior to filing such patent applications, **and** (ii) content of and **proposed** responses to **official actions** of **the** United States Patent and Trademark Office and foreign **patent** offices during prosecution of any patent applications within the PATENT RIGHTS. For **purposes** of this Paragraph 6.1, "timely" shall mean **sufficiently in advance** of any **decision** by BOARD or any **deadline** imposed upon written response by BOARD **so** as to **allow** LICENSEE to meaningfully review such **decision** or **written** response and **also** provide

comments to BOARD in advance of such decision or deadline to allow comments of LICENSEE respect to the PATENT RIGHTS to **be** considered and incorporated into BOARD's decision or written response.

- 6.2 With respect to **the** filing of any patent application within the PATENT RIGHTS, or the prosecution of any patent application within the PATENT RIGHTS, or the maintenance of any patent within the PATENT RIGHTS, if BOARD elects not to file for or continue prosecution of any such patent application or maintain any such patent, BOARD shall promptly notify LICENSEE in writing sufficiently in advance of any deadline to enable LICENSEE to **file** for or continue prosecution of such patent application and/or maintain such patent, and in such event LICENSEE (or its designee) may at its discretion pursue such filing, prosecution and/or maintenance of its own expense in **BOARD's** name.

VII. INFRINGEMENT AND DEFENSE

- 7.1 LICENSEE agrees, itself or through its designee, to use reasonable efforts generally to enforce the PATENT RIGHTS with respect to substantial continuing infringements of the PATENT RIGHTS within the LICENSED FIELD, by initiating legal action, sublicensing **the** infringing activities or otherwise. It is understood, however, **that** such obligation shall not be deemed to require LICENSEE to take such actions with respect to each such infringement, and LICENSEE may take into account **reasonable** strategic and other considerations in determining which infringers to take action against, as well as when and whether to do so. If LICENSEE or its designee *commences an* action to enforce the PATENT RIGHTS, LICENSEE shall have the **right** during the **pendency** of the action to withhold **up to**, but not more than, fifty percent (50%) of the royalties payable to BOARD hereunder based on the SALE of the LICENSED PRODUCTS covered by the patent within the PATENT RIGHTS in dispute to offset LICENSEE's and its SUBLICENSEE's **out-of-pocket** legal expenses incurred in connection **with** such action or proceeding. Any portion of such withheld royalties **that** is not so applied, **shall** be promptly paid to BOARD after such action or proceeding is resolved or abandoned. Any amounts recovered **from** third parties by LICENSEE or a SUBLICENSEE with **respect to** the PATENT RIGHTS in such action or proceeding **shall** be applied first to reimburse any outstanding **legal expenses** of the action or proceeding **incurred** by LICENSEE or such SUBLICENSEE, and then to reimburse BOARD for any royalties or fees withheld under this **Paragraph** 7.1 with respect to such action or proceeding. Any **amounts** remaining **shall** be included in NET SALES of LICENSEE or such SUBLICENSEE (as the **case** may **be**) for **purposes of calculating** royalties owed pursuant to Paragraph **5.1(a)**.
- 7.2 In the event that LICENSEE does not fulfill its obligations under Paragraph 7.1 above, MDA **shall** have the right to enforce the **PATENT RIGHTS** relating to infringement by such a substantial infringer on behalf of MDA and LICENSEE; and in such event MDA shall have the right to grant a nonexclusive license, under the PATENT RIGHTS that are **the** subject of such action, to the claimed infringer to make, use and sell the infringing products in the

countries where such products are being sold at the time the action is commenced. Any amounts recovered or received from third parties by MDA with respect to the PATENT RIGHTS in such action, proceeding or license shall be retained by MDA.

- 7.3 In the event that LICENSEE, an AFFILIATE or SUBLICENSEE receives a claim from a **third** party alleging an infringement of intellectual property rights of a third party based upon the manufacture, sale or use of a LICENSED PRODUCT, LICENSEE shall have the right to withhold fifty percent (50%) of the royalties payable to BOARD hereunder and apply such amounts against LICENSEE's and such AFFILIATES' or SUBLICENSEES' out-of-pocket expenses incurred in defending such claim. Any and all **withheld** amounts that are not so used shall promptly be reimbursed to BOARD after the resolution of such claim.
- 7.4 In any suit or dispute involving the enforcement or defense of PATENT RIGHTS, the parties shall cooperate fully, including without limitation, subject to the statutory authority of the Attorney General of the State of Texas as applicable to BOARD and MDA, by joining as a party plaintiff and executing such documents as the party **prosecuting** such suit, action or other proceeding may reasonably request, all at such requesting party's expense. Upon the request and at the expense of the party bringing suit, the other party shall make available to the party bringing suit at reasonable times and under appropriate conditions all relevant **personnel**, records, papers, information, samples, specimens, and the like which are in its possession.

VIII. PATENT MARKING

- 8.1 LICENSEE agrees that all packaging containing individual LICENSED PRODUCT(S), and documentation **therefor**, sold by LICENSEE, AFFILIATES and SUBLICENSEES of LICENSEE will be marked permanently and legibly with the number of the applicable **patent(s)** licensed hereunder in accordance with each country's patent laws, including Title 35, United States Code.

IX. INDEMNIFICATION

- 9.1 LICENSEE **shall** hold **harmless** and indemnify BOARD, SYSTEM, MDA, its Regents, officers, employees, **students**, and agents from and **against** any, **claims**, demand, or causes of action whatsoever, including without limitation those arising on **account** of any injury or **death** of persons or damage to property, caused by, or arising out of, or resulting from, the **exercise** or practice of the license granted hereunder by LICENSEE or its officers, employees, **agents** or representatives.
- 9.2 BOARD shall, to the extent **authorized** under the Constitution and the laws of the State of Texas, hold LICENSEE harmless from **liability** resulting **from** the negligent acts or omissions of BOARD or MDA, their **agents** or employees pertaining to the activities to be carried out pursuant to the obligations of this AGREEMENT; provided, however, that

BOARD shall not hold LICENSEE harmless from claims arising out of the negligence of LICENSEE, its officers, agents or any **person** or entity not subject to BOARD's or MDA's supervision or control.

X. USE OF BOARD AND COMPONENTS NAME

10.1 (A) *In accordance with BOARD policy, LICENSEE shall not **use** the name of BOARD, SYSTEM or BOARD, except as described in 10.1 (B), below.*

(B)(i) LICENSEE may use the name of MDA, BOARD, or SYSTEM only when indicating, **as** a factual matter, that MDA, BOARD, or SYSTEM is a **licensor** of LICENSEE under this AGREEMENT and only in connection with either or both of the following:

(a) communications associated with LICENSEE's financing activities; and

(b) communications (other than promotions and advertisements) directed to describing or responding to inquiries concerning the business, technology, products, services and associated activities of LICENSEE.

(c) in all such communications, LICENSEE shall limit such use, in substance, to stating that a LICENSED PRODUCT or other LICENSED SUBJECT **MATTER** was invented by the inventor thereof **as** an employee of MDA **and/or** that MDA and/or BOARD is the **licensor** thereof. In no event shall LICENSEE use the **name** of MDA, SYSTEM or BOARD in product advertising or on product packaging or labels affixed to any products. Communications in **accordance** with this Section **10.1(B)** shall not be **deemed** a **breach** of Section 6 of either of the RESEARCH AGREEMENTS.

(ii) LICENSEE may otherwise **use the name** of MDA, BOARD, or SYSTEM when and as required by applicable **law**, rules and regulations, or upon written consent of the **party** the use of whose name is **requested**.

XI. CONFIDENTIAL INFORMATION

11.1 BOARD and LICENSEE each agree that all information contained in documents marked "confidential" which are forwarded to one by the other **shall** be received in strict **confidence**, used only for the purposes of this AGREEMENT, and not disclosed by the recipient party (except as required by law or court order), its agent or employees without the prior written **consent** of the other party, unless such information (a) was in the public domain at the time of disclosure, (b) later became part of **the** public domain through no act or omission of the recipient party, its employees, agents, successors or assigns, (c) was lawfully disclosed to

the recipient party by a third party having the right to disclose it, (d) was already known by the recipient party at the time of disclosure, (e) was independently developed or (f) is required to be submitted to a government agency or as otherwise required by law. Notwithstanding the foregoing or any provision of the RESEARCH AGREEMENTS, LICENSEE may disclose any LICENSED SUBJECT MATTER comprising confidential information of BOARD to third parties pursuant to a reasonable confidentiality agreement, and otherwise as is reasonably necessary to exploit the LICENSED SUBJECT MATTER as contemplated in this AGREEMENT.

- 11.2 Each party's obligation of confidence hereunder shall be fulfilled by using at least the same degree of care with the other party's confidential information as it uses to protect its own confidential information. This obligation shall exist while this AGREEMENT is in force and for a period of three (3) years thereafter.

XII. ASSIGNMENT

- 12.1 This AGREEMENT may not be assigned by LICENSEE without the prior written consent of BOARD: provided that, at any time after eighteen (18) months after the Effective Date, LICENSEE may assign this AGREEMENT without such consent to a party that acquires substantially all of the business or assets of LICENSEE to which this AGREEMENT pertains, so long as LICENSEE notifies BOARD and the assignee agrees in writing to be bound by the terms of this AGREEMENT.

XIII. DUE DILIGENCE

- 13.1 BOARD shall have a right after five (5) years from the EFFECTIVE DATE to terminate the exclusivity of the license granted by BOARD to LICENSEE pursuant to Paragraph 4.1 in any national political jurisdiction within the LICENSED TERRITORY at any time upon written notice to LICENSEE if LICENSEE fails to provide written evidence, within one hundred eighty (180) days after receiving written notice from BOARD of BOARD's intention to terminate such exclusivity, that LICENSEE is using commercially reasonable efforts to commercialize a LICENSED PRODUCT in such jurisdiction; provided that termination of such exclusivity shall not occur unless and until a court of competent jurisdiction has determined in a suit filed by LICENSEE within such one hundred eighty (180) day period, that LICENSEE has not satisfied LICENSEE's obligations hereunder, and LICENSEE fails to meet its obligations hereunder within six (6) months after such determination. Evidence provided by LICENSEE in writing that LICENSEE has an ongoing and active research, development, manufacturing, marketing or sublicensing program (as appropriate), directed toward the development, production or sale of one or more LICENSED PRODUCTS within either the United States, Japan or Europe shall be deemed 'satisfactory evidence that LICENSEE has commercialized or is using commercially reasonable efforts to commercialize a LICENSED PRODUCT and to meet the market demand therefor worldwide for all purposes of this Article XIII.

XIV. TERM, TERMINATION, AND DEFAULT

- 14.1 The term of this AGREEMENT shall extend from the Effective Date set forth hereinabove to the full end of the term or terms for which PATENT RIGHTS have not expired and if **only** TECHNOLOGY RIGHTS are licensed and no PATENT RIGHTS are applicable, for a term of fifteen (15) years. Notwithstanding the above, upon the expiration, but not an earlier termination of this AGREEMENT, LICENSEE shall have a non-exclusive, fully **paid-**up right and license under the LICENSED SUBJECT MATTER to use and otherwise exploit the TECHNOLOGY RIGHTS.
- 14.2 This AGREEMENT will earlier terminate:
- (a) upon the expiration of thirty (30) days written notice from BOARD if LICENSEE shall become bankrupt and/or if the business of LICENSEE shall be placed in hand of a receiver, assignee, or trustee, whether by **voluntary** act of LICENSEE or otherwise;
 - (b) (i) upon thirty (30) days written notice from **BOARD** if LICENSEE **shall** breach or default on the payment obligations of Article V, or **use** of name obligations of Article X; or (ii) upon ninety (90) days **written notice** if LICENSEE **shall** breach or default any other obligation under this AGREEMENT: provided, however, LICENSEE may avoid such termination if before the end of the applicable period LICENSEE notifies **BOARD** that such **breach** has been **cured** and states the manner of such cure. However, if LICENSEE disputes such **breach** in writing within such thirty (30) or ninety (90) day period, **BOARD shall** not have the right to terminate this AGREEMENT **unless** and until a court of competent jurisdiction has determined, in a suit filed by LICENSEE within such thirty (30) or ninety (90) day period, that this AGREEMENT was materially breached, and LICENSEE fails to cure such breach within thirty (30) or ninety (90) days (respectively) **after** such determination; provided that the foregoing **shall** not suspend any obligation of LICENSEE to pay to BOARD any undisputed amount owed by LICENSEE to BOARD or MDA under this AGREEMENT, during the **pendency** of any determination of breach.
 - (c) In its entirety or as to any particular patent application or patent within the PATENT RIGHTS, upon LICENSEE's sixty (60) days prior written **notice** to **BOARD**. From and after the effective date of a termination under this Paragraph 15.2(c) with respect to a particular patent application or patent, **such** patent application and patent in the particular country shall cease to be within the PATENT RIGHTS for all purposes of this AGREEMENT. Upon a termination of this AGREEMENT in its entirety under this Paragraph **15.2(c)**, all rights and obligations of LICENSEE and BOARD shall terminate, except as provided below.

14.3 Upon termination of this AGREEMENT for any cause, nothing herein shall **be** construed to release either party of any obligation matured prior to the effective date of such termination. LICENSEE **may**, after the effective date of such termination, sell all LICENSED PRODUCT and parts thereof that it may have on hand at the date of termination, provided that it pays earned royalty thereon as provided in this AGREEMENT.

14.4 Articles IX, X, and XI, shall survive the expiration and any termination of this AGREEMENT. In addition, upon termination of this AGREEMENT, any and all existing sublicenses shall survive; provided that such SUBLICENSEES promptly agree in writing to be bound by the applicable terms of this AGREEMENT. Except as otherwise provided in this Article XV, **all** rights and obligations of the parties under this AGREEMENT **shall** terminate upon the expiration or termination of this AGREEMENT.

XV. GENERAL

15.1 This AGREEMENT **constitutes** the entire and only AGREEMENT **between** the parties for LICENSED SUBJECT MATTER and all other prior negotiations, representations, agreements (including that certain PATENT AND TECHNOLOGY LICENSE AGREEMENT between the parties hereto executed **on** April 21, 1994 but not approved by BOARD) and understandings are superseded hereby. No agreements altering or supplementing **the** terms hereof may be made except by means of a written document signed by the **duly authorized** representatives of the parties.

15.2 Any notice required by this AGREEMENT shall be given by prepaid, first class, certified mail, return receipt requested, and **addressed in the case of BOARD to:**

BOARD OF REGENTS
The University of Texas System
201 West Seventh Street
Austin, Texas **78701**
ATTENTION: Office of General **Counsel**

with a copy to:

The University of Texas
M.D. **Anderson Cancer** Center
Office of **Technology Development**
1020 **Holcombe Boulevard**, Suite 1405
Houston, Texas 77030
ATTENTION: William J. Doty

or in the **case** of LICENSEE to:

Intron Therapeutics, Inc.
301 congress, suite **2025**
Austin, Texas 78701
ATTENTION: Mr. David **Nance**

with a copy to:

Kenneth A. Clark, Esq.
Wilson, **Sonsini**, Goodrich & Rosati
650 Page **Mill** Road
Palo Alto, California 94304

or such other address as may **be** given from time to time under the terms of this notice provision.

- 15.3 LICENSEE shall comply with all applicable **federal**, state and local laws and regulations in connection with its activities pursuant to this AGREEMENT.
- 15.4 This AGREEMENT shall **be** construed and enforced in **accordance** with the laws of the United States of America and of the State of Texas.
- 15.5 Failure of BOARD to enforce a right **under** this AGREEMENT **shall** not act as a waiver of that right or the ability to later assert that right relative to **the** particular situation involved.
- 15.6 Headings **included** herein are for convenience **only** and **shall** not be used to construe this AGREEMENT.
- 15.7 If any provision of this AGREEMENT shall be **found** by a court to be void, invalid or unenforceable, the same shall **be** reformed to comply with applicable law or stricken if not so conformable, so as not to affect the validity or **enforceability** of this AGREEMENT.

IN WITNESS WHEREOF, parties hereto have caused their duly authorized **representatives** to execute this AGREEMENT.

THE UNIVERSITY OF TEXAS
M.D. ANDERSON CANCER CENTER

BOARD OF REGENTS OF THE
UNIVERSITY OF TEXAS SYSTEM

By: _____
David J. Bachrach
Executive Vice President
for Administration and Finance

By: _____
Thomas G. Ricks
Vice Chancellor for
Asset Management

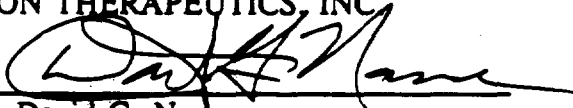
APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

By: _____
William J. Doty
Director, Technology Development

By: _____
Dudley R. Dobie, Jr.
Manager, Intellectual Property

INTRON THERAPEUTICS, INC

By: 
David G. Narce
President

ATTACHMENT A

Patent and technology rights for U.S. and Foreign Patent Application entitled:

- 0 **“Methods and Compositions for the Selective Inhibition of Gene Expression”**
Inventors: Jack A. Roth, M.D., et. al.
- **Australia** Serial No. **15704/92**, filed March 6, **1992**; **Canada** Serial No. **2108144**, filed March 6, **1992**; **European** Serial No. **92908663-.5**, filed March 6, **1992**, (MDA Ref. **UTSC:171**); and
 - **“Methods and Compositions for Retroviral Vector Mediated Transduction”** Continuation-in-part U.S. Serial No. **960513**, filed **October 13, 1992**, (MDA Ref. **UTSC:295**); and
 - “Methods and Compositions for the **Selective** Inhibition of Gene Expression” Continuation-in-part U.S. Serial No. **967235**, filed **December 7, 1992**, (MDA Ref. **UTSC:328**); and
 - **“Recombinant p53 Adenovirus Methods and Compositions”** Continuation-in-part U.S. **Serial No. 145826**, filed **October 29, 1993**, (MDA Ref. **UTSC:350**); and
 - **“An Adenovirus Supervector System”** Continuation-in-part patent **has not** been filed yet (MDA Ref. **UTSC:382**); and
 - **“Recombinant p53 Adenovirus Methods and Compositions”** U.S. **Serial No. 224232**, filed **April 7, 1994**, (MDA Ref. **UTSC:402**); and
 - **“Methods and Compositions Comprising DNA Damaging Agents and p53”** Continuation-in-part patent has not **been filed** yet (MDA **Ref. UTSC:403**); and
 - **“Use of Lectins for the Delivery and Translocation of Genetic Material Across Cell Membranes”** patent has not filed yet (MDA **Ref. UTSC:405**); and
 - **“Reconstruction of a-FAS/APO-1 Mediated-Apoptosis in Human Cancer Cells by Adenovirus-Mediated transduction of the Wildtype p53 Gene”** patent has not filed yet (MDA **Ref. UTSC:417**);

6/18/94 dln

THE UNIVERSITY OF TEXAS
MD ANDERSON
CANCER CENTER

EXHIBIT 1

office of the
Director for Technology
Development

OPTION AGREEMENT

December 15, 1992

Mr. David Nance
Managing Partner
Texas Biomedical Development Partners
301 **Congress** Avenue, 14th Floor
Austin, Texas 78701

RE: "Methods and Compositions for Retroviral Vector Mediated **Transduction**" (Patent Serial No. **960,513**), Jack A. Roth, M.D., et al.

Dear Mr. Nance:

In accordance with our recent conversation, I am pleased to inform you that The University of Texas M.D. Anderson Cancer Center (MDA) hereby extends an option to Texas Biomedical Development Partners (TBDP) to negotiate a license to the above captioned technology.

This option comprises a promise by MDA not to offer the above-cited technology to others during a prescribed period of time and a promise to negotiate in good faith for the grant of a license. It does not in any way constitute a license in itself. This option is personal to and not assignable by TBDP.

If accepted by your signature below, this option **will** become active as of December 10, 1992 and will expire on the latter of June 10, 1994 or within 90 days after completion of the Sponsored Research contemplated herein. If the notice by TBDP to exercise their option to negotiate a license has not been received by MDA by June 30, 1994, or 90 days after the completion of the referenced sponsored research, then MDA will thereafter be **free** to seek other prospective licensees for this technology with no further consideration due TBDP.

TEXAS MEDICAL CENTER
1515 HOLCOMSE BOULEVARD • HOUSTON, TEXAS 77030 • (713) 792-2121

Mr. David Nance
 December 15, 1992
 Page 2

Should MDA receive written notification **from TBDP** exercising said option on or before June 30, 1994, or 90 days subsequent to the completion of the referenced sponsored research, the parties agree to negotiate a License to the captioned matter in good faith, consistent with **the attached** form of agreement (Attachment A hereto) and consistent with the following terms:

- TBDP **will** reimburse MDA ' s patent and other out-of-pocket **costs**.
- **TBDP** will pay MDA a running royalty of four percent (4%) on net **sales** of licensed products, or one-half (**1/2**) of any running royalty received by **TBDP** as consideration from any sublicensee, whichever amount is less.
- TBDP will pay MDA that portion equal to **MDA ' s** portion of the running royalty of any advance royalty or fee received by TBDP from a sublicensee which is creditable against future running royalties by the sublicensee.
- TBDP will not be obligated to pay **MDA** any portion of any advance payment received by TBDP from a sublicensee which is not creditable against future running royalties by the sublicensee.
- TBDP **will** convey individually to Dr. Jack A. Roth ten percent (10%) of the capital stock of the new company established by TBDP to complete the development and commercialization of the captioned matter. Dr. Roth ' s share of capital stock in the new company shall not be diluted up to Initial Public Offering (**IPO**). However, in the event that the new company, for example, merges with or is acquired by another entity, or transfers or sublicenses materially all of its rights under the contemplated license agreement prior to **IPO**, then TBDP will convey to Dr. Roth twenty-five percent (25%) of the capital stock of the new company previously established to develop the captioned matter. Additionally, if TBDP wishes, at some future date, to syndicate the **development** and commercialization of the captioned matter and must give up equity in the new company, then Dr. Roth ' s pre-IPO equity position shall be diluted on a prorate basis with all other capital stockholders. However, Dr. Roth ' s share of the capital stock in the new company shall not be diluted below ten percent (10%) up to **IPO**.
- TBDP will commit to the development and commercialization of the captioned matter and will grant **MDA** a **first** right of refusal to conduct the research required for said development **and** commercialization.

Should TBDP exercise its option in the time and manner provided herein and should TBDP and MDA fail to reach agreement on license terms by July 31, 1994, then MDA will thereafter be free to seek other prospective licensees with no further consideration due TBDP, except MDA agrees to use reasonable efforts to secure reimbursement of **TBDP ' s** direct costs hereunder from said licensee.

Mr. David **Nance**
December 15, 1992
Page 3

It is agreed between the parties that the consideration for this option is a \$50,000 option fee, plus a commitment of up to \$515,000 for Phase I Clinical Trials and \$300,000 for basic research (subject to internal approval by MDA, approval by TBDP, and a **definitive** Sponsored Research Agreement mutually agreed to and executed by the parties) on the captioned matter. The \$50,000 option fee, payable upon **execution** of this Option Agreement by TBDP, will be applied by MDA as a credit against any future payments for reimbursement of patent expenses due under a license **agreement** subsequently entered into pursuant hereto. The option fee is **only** refundable to **TBDP in** the event that MDA elects not to **perform** the **referenced** research and thereby **terminates** this Option Agreement. MDA agrees to **notify TBDP** of MDA's intention, if any, to **terminate** this Option Agreement within a reasonable period of time.

If the provisions of this Option Agreement are satisfactory to you, then please indicate your acceptance of these terms by signing and returning the **enclosed** copy of this letter.

Very truly yours,


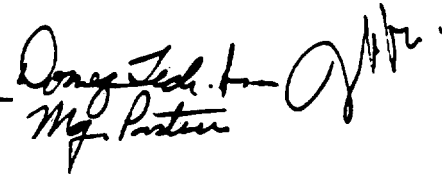


William J. Doty
Director, Technology Development

WJD:ipm

cc: Jack **A.** Roth, M.D.
Tapas **Mukhopadhyay**, Ph.D.
Michael A. **Tainsky**, Ph.D.

AGREED TO BY TEXAS BIOMEDICAL DEVELOPMENT PARTNERS

By:  
David Nance
Managing Partner

Date: 12-17-92

EXHIBIT 2

RECEIVED

JUN 18 1993

Technology
Development

TEXAS BIOMEDICAL DEVELOPMENT PARTNERS

June 17, 1993

Mr. William J. Doty
Director
Technology Development
The University of Texas
M.D. Anderson Cancer Center
1515 Holcombe Boulevard
Houston, TX 77030
FAX (713) 794-1356

RE: Option Agreement for "HIV VACCINE/THERAPEUTIC", Ralph B. Arlinghaus, Ph.D., et al. dated August 10, 1992, and Option Agreement for "Methods And Compositions for Retroviral Vector Mediated Transduction", Jack A. Roth, M.D., et al., dated December 15, 1992.

Dear Bill:

This is to inform you that Texas Biomedical Development Partners (TBDP) wishes to exercise the above referenced options and to immediately begin preparation of a License Agreements as contemplated in the Option Agreements.

Further, TBDP wishes to assign its rights and responsibilities under the respective Option Agreements and under the prospective License Agreements to new corporations established to commercialize the technologies optioned and/or supported by Sponsored Research Agreements with TBDP.

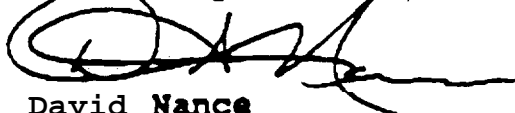
Respecting the technologies and research associated with the laboratory of Dr. Arlinghaus, the new company is CyToVac Corporation, a Delaware Corporation.

Respecting the technologies and research associated with the laboratory of Dr. Roth, the new company is Intron Therapeutics, Inc., a Delaware corporation.

If you have any questions please do not hesitate to call.

I look forward to working with you to document and expedite the License Agreements.

Yours very truly,



David Nance
Managing Partner

SR 93-04

SPONSORED RESEARCH AGREEMENT

Agreement, made this 11th day of ~~9 February~~ 3 by and between THE UNIVERSITY OF TEXAS M.D. ANDERSON CANCER CENTER (hereinafter referred to as "CANCER CENTER"), a component institution of The University of Texas System (hereinafter referred to as "SYSTEM"), located in Houston, Texas, and Texas Biomedical Development Partners (hereinafter referred to as "SPONSOR"), located in Austin, Texas.

WITNESSETH:

WHEREAS, CANCER CENTER has research facilities and situations which would allow investigation and study of the "**Development of Therapeutic Treatment and Prevention of Lung Cancer**" as described in Exhibit I hereinafter referred to as ("**Research**"), a copy of which is attached hereto and incorporated herein by reference; and

WHEREAS, both SPONSOR and CANCER CENTER consider it necessary and desirable to perform the Research;

NOW, THEREFORE, the parties agree as follows:

1. **Evaluation.** SPONSOR agrees to engage the services of CANCER CENTER as an independent contractor to perform the Research. The Research will be under the supervision of Jack A Roth, M.D. (Principal Investigator) at CANCER CENTER, with the assistance of **appropriate associates** and colleagues at CANCER CENTER as may be required.
2. **Research.** CANCER CENTER agrees as an independent contractor to conduct the Research. Such Research was originally approved by CANCER CENTER in accordance with CANCER CENTER policy and may be subsequently amended only in accordance with CANCER CENTER policy and the written agreement of CANCER CENTER and SPONSOR as provided for in Article **15** herein below.
3. **Invention and Patents,**
 - a. For all purposes herein, "**Invention**" shall mean any discovery, concept or idea whether or not patentable or copyrightable, which (i) arises out of work performed pursuant to the obligations of this Agreement; (ii) is conceived and reduced to practice during the term of the Agreement as defined in Article 13 hereinbelow; and (iii) includes but is not limited to processes, methods, software, formulae, techniques, compositions of matter, devices, and improvements thereof and know-how relating thereto. Inventions made solely by the Principal Investigator and/or other CANCER CENTER personnel as identified in Article 1 hereinabove or agents of CANCER CENTER shall be the sole property of CANCER CENTER.

EXHIBIT 3

- b. In the event that an Invention is made, CANCER CENTER agrees to include such Invention in the Option Agreement of December 17, 1992 (attached hereto as Exhibit II) **previously entered** into by CANCER CENTER and SPONSOR and give notice of such Invention to SPONSOR within thirty (30) days of the identification of such Invention.
4. **Confidentiality.** In the course of work performed pursuant to the Research under this **Agreement**, should either party provide confidential information to the other party, the recipient party shall, until three (3) years after the termination of this Agreement, maintain the confidentiality of that information as it maintains the confidentiality of its own confidential information, and shall not disclose such confidential information to any other party, nor shall the recipient party disclose the disclosing party's confidential information to the recipient's employees other than those employees having a "Need-to-know". Confidential information shall be clearly marked as such. If **disclosed** orally, the party making the disclosure shall be responsible for clearly **informing** the recipient party of the confidentiality of the information disclosed. Notwithstanding the other provisions of this paragraph, nothing disclosed hereunder shall be construed as confidential information which:
- a. is or becomes available to the public (except by a breach of this Agreement by a party hereto);
 - b. is rightfully received from another party not under obligation **of** confidentiality to the disclosing party;
 - c. is not known by the recipient party, or is independently developed by the recipient party by persons without **access** to the confidential information;
 - d. is approved for release **by** the party designating the information as confidential;
 - e. is not identified as confidential at the time of disclosure;
 - f. is not **in** writing **or** physical form at time of disclosure **or** reduced to a written or physical **form** and identified as confidential within thirty (30) **days** of disclosure:
or
 - g. is required to be disclosed under the laws of the United States of America **or** the State of Texas or other governmental bodies, provided that the parties shall first exhaust all reasonable measures available to protect the confidentiality of such information upon disclosure.

EXHIBIT 3

5. Publication Rights. Notwithstanding the provisions of Article 4 of this Agreement, CANCER CENTER **may** publish scientific papers relating to the collaborative research performed under this Agreement. In the event that CANCER CENTER wishes to publish, CANCER CENTER shall notify SPONSOR of its desire to publish at least thirty (30) days in advance of publication and shall furnish to SPONSOR a written description of the subject matter of the publication in order to permit SPONSOR to review and comment thereon.
6. Publicity. CANCER CENTER acknowledges SPONSOR's intention to distribute periodically informational releases and announcements to the news media regarding the progress of research hereunder. SPONSOR shall not release such materials containing the name of CANCER CENTER or any of its employees without prior written approval by an authorized representative of CANCER CENTER, and **said** approval shall not be unreasonably withheld. Should CANCER CENTER reject the news release, CANCER CENTER and SPONSOR agree to discuss the reasons for CANCER CENTER's rejection, and every effort shall be made to develop an appropriate informational news release within the bounds of accepted academic practices. SPONSOR **reserves** the same right in the event that CANCER CENTER desires to distribute a news release concerning the research program. Nothing herein shall be construed as prohibiting CANCER CENTER or SPONSOR from reporting on this study to a governmental agency.
7. Responsibility. The parties each agree to assume individual responsibility for the actions and omissions of their respective employees, agents and assigns in conjunction with this evaluation.
8. Independent Contractor. SPONSOR will not have the right to direct **or control** the activities of CANCER CENTER in performing the services provided herein, and CANCER CENTER shall perform services hereunder only as an independent contractor, and nothing herein contained shall be construed to be inconsistent with this relationship or **status**. Under no circumstances shall CANCER CENTER be considered to be an employee or agent of SPONSOR. This Agreement shall not constitute, **create** or in any way be interpreted as a joint venture, partnership or formal business organization of any kind.
9. Title to Equipment. CANCER CENTER shall retain title to **all** equipment purchased and/or fabricated by it with funds provided by SPONSOR under this Agreement.
10. Survivorship. The provisions of Article 3, 4, 5, 6, and 12 shall survive any expiration or termination of this Agreement.

EXHIBIT 3

11. Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party; provided, however, that SPONSOR may assign this Agreement to any purchaser or transferee of all or substantially all of SPONSOR's business upon prior written notice to **CANCER CENTER**.
12. Indemnification. **CANCER CENTER** shall, to the extent authorized under the Constitution and the laws of the State of Texas, hold **SPONSOR harmless** from liability resulting from the negligent acts or omissions of **CANCER CENTER**, its agents or employees pertaining to the activities to be carried out pursuant to the obligations of this Agreement; provided, however, that **CANCER CENTER** shall not hold **SPONSOR** harmless from claims arising out of the negligence of **SPONSOR, its** officers, agents or any person or entity not subject to **CANCER CENTER**'s supervision or control.

SPONSOR shall indemnify and hold harmless **SYSTEM, CANCER CENTER, their regents, officers, agents and** employees from any liability or loss resulting from judgments or claims against them arising out of the activities to be carried out pursuant to the obligations of this Agreement or the use by SPONSOR of the results of the Research, provided, however, that the following is excluded from SPONSOR's obligation to indemnify and hold harmless:

- a. the negligent failure of **CANCER CENTER** to comply with any applicable **governmental** requirements; or
 - b. the negligence or willful malfeasance by a regent, officer, agent or employee of **CANCER CENTER** or **SYSTEM**.
13. Award. SPONSOR **agrees to pay** **CANCER CENTER** a fee of Three Hundred Thousand and **No/100** Dollars (**\$300,000.00**) for expenses and other related costs incurred in conjunction with the Research. This fee, **as** shown by approximate category of expense in Exhibit I, which is attached hereto and is incorporated herein by reference, for information only, shall be payable in Four (4) equal installments of Seventy-Five Thousand and **No/100** Dollars (**\$75,000.00**) each by SPONSOR to **CANCER CENTER**. The first such installment shall be due within thirty (30) days of the date of execution of this Agreement, The subsequent installments shall be due and payable as follows: (a) three (3) months after **execution, (b) six (6)** months after execution and (c) nine (9) months after execution.
 14. Basic Term. **This** Agreement shall become effective as of the date first hereinabove written and unless earlier terminated as hereinafter provided, shall continue in force for a period of Eighteen (18) months after the same.

15. Default and Termination. In the event that either party to this Agreement shall be in default of any of its material obligations hereunder and shall fail to remedy such default within thirty (30) days after receipt of written notice thereof, the party not in default shall have the option of terminating this Agreement by giving written notice thereof, notwithstanding anything to the contrary contained in **this** Agreement. Termination of this Agreement shall not affect the rights and obligations of the parties which accrued prior to the effective date of termination. SPONSOR shall pay CANCER CENTER for all reasonable expenses incurred or committed to be expended as of the effective termination date, subject to the maximum amount as specified in Article 13.
16. Entire Agreement. The parties acknowledge that this Agreement and the attached Exhibits hereto represent the sole and entire Agreement between the parties hereto pertaining to the Research and that such supersedes all prior Agreements, understandings, negotiations and discussions between the parties regarding same, whether oral or written. There are no warranties, representations or other Agreements between the parties in connection with the subject matter hereof except as specifically set forth herein. No supplement, amendment, alteration, modification, waiver or termination of this Agreement shall be binding unless executed in Writing by the parties hereto.
17. Reformation of Agreement. If any provision of this Agreement is, becomes or is deemed invalid, illegal or unenforceable in any United States jurisdiction, such provision shall be deemed amended to conform to applicable laws so as to be valid and enforceable: or if it cannot be so amended without materially altering the intention of the parties, it shall be stricken, and the remainder of this Agreement shall remain in full force and effect.
18. Notices. Any notices, statements, payments, or reports required by this Agreement shall be considered given if sent by United States Certified Mail, postage prepaid and addressed as follows:

If to CANCER CENTER:

Michael J. Best
 Chief Financial Officer
 The University of Texas M.D. Anderson Cancer Center
 1515 Holcombe Blvd.
 Houston, Texas 77030

If to SPONSOR:

EXHIBIT 3

David **Nance**
Managing Partner
Texas Biomedical Development Partners
100 Congress Avenue, Suite 200
Austin, Texas 78701

- 19. **Captions.** The captions in this Agreement are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Agreement.
- 20. **Governing Law.** This Agreement shall be governed and interpreted in accordance with the substantive laws of the State of Texas and with applicable laws of the United States of America.

IN WITNESS WHEREOF, CANCER CENTER and SPONSOR entered into this Agreement effective as of the date first hereinabove written and have executed three (3) originals each of which are of equal dignity.

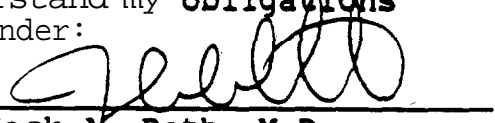
TEXAS BIOMEDICAL DEVELOPMENT PARTNERS

BY: 
David Nance
Managing Partner

THE UNIVERSITY, OF TEXAS
M.D. ANDERSON CANCER CENTER

BY: 
Michael J. Best
Chief Financial Officer

I have read this agreement and understand my obligations hereunder:

BY: 
Jack M. Roth, M.D.
Principal Investigator

CONTENT APPROVED:

BY: 
Donna S. Gilberg, CPA
Manager, Sponsored Agreements

BY: 
Charles M. Balch, M.D.
Head, Division of Surgery

FORM APPROVED:

B Y : 
Matthew E. Burr, J.D.
Legal Services Officer

The purpose of the research support component of the Texas Biomedical Development Partners Sponsored Research Agreement is to provide support for projects directly related to developing technology for the use of gene therapy for the prevention and treatment of cancer. The funds will provide support for professional staff, technicians, supplies, and equipment. The following projects are included:

- 1) Development of novel vectors for gene transduction. New vector systems will be studied for delivering gene constructs to cancer cells. Current projects include adenoviruses and adeno-associated viral vectors. Promoters, modifications of the viral genome, and orientation of constructs will be studied.
- 2) Identification of targets for gene therapy. Genes which control the phenotype of the cancer Cell will be studied. These will be evaluated as potential targets for genetic modification. Identification of gene products interacting with known oncogenes and tumor suppressor genes will be studied.
- 3) Determination of the role of oncogenes and tumor suppressor genes in cancer development. The presence of gene mutations in human tumors will be studied to determine their frequency and time of appearance. These studies will be important in determining the timing of gene therapy.
- 4) Development of clinically relevant animal models. Orthotopic growth of human cancer cells in immuno-incompetent mice will provide relevant models for evaluating new gene delivery systems.
- 5) Studies on techniques to modify oncogene and tumor suppressor gene expression. New technology will be developed to more effectively eliminate expression of activated oncogene products and to replace inactivated tumor suppressor genes With functioning tumor suppressor gene constructs.

Budget for one year:

Supplies	\$56,400
Staff researcher	\$33,000
Technicians (1)	\$20,000
Visiting scientists or postdoctoral fellows	\$ 25,000
Sub-total	\$134,400
Indirect	\$33,600
Equipment	\$132,000
Total	\$300,000

CS 93-27

SPONSORED RESEARCH AGREEMENT FOR CLINICAL STUDY

Agreement, made this 11th day of February, 1992, by and between THE UNIVERSITY OF TEXAS M.D. ANDERSON **CANCER CENTER** (hereinafter referred to as "CANCER CENTER"), a component institution of The University of Texas System (hereinafter referred to as "SYSTEM"), located in Houston, Texas, and Texas Biomedical Development Partners (hereinafter referred to as "SPONSOR"), located in Austin, Texas.

WITNESSETH :

WHEREAS, CANCER CENTER has research facilities and situations which would allow clinical investigation and study of the "**Clinical Protocol for Modification of Oncogene and Tumor Suppressor Gene Expression in Non-Small Cell Lung Cancer (NSCLC)**" as described in Exhibit I hereinafter referred to as ("**Research**"), a copy of which is attached hereto and incorporated herein by reference; and

WHEREAS, both SPONSOR and CANCER CENTER consider it necessary and desirable to perform the Research;

NOW, THEREFORE , the parties agree as follows:

1. Evaluation. SPONSOR agrees to engage the services of CANCER CENTER as an independent contractor to perform the Research. The Research will be under the supervision of Jack A Roth, M.D. (Principal Investigator) at CANCER CENTER, with the assistance of appropriate associates and colleagues at CANCER CENTER as may be required.
2. Research. CANCER CENTER agrees as an independent contractor to conduct the Research. Such Research was originally approved by CANCER CENTER in accordance with CANCER CENTER policy and may be subsequently amended only in accordance with CANCER CENTER policy and the written agreement of CANCER CENTER and SPONSOR as provided for in Article 15 herein below.
3. Invention and Patents.
 - a. For all purposes herein, "**Invention**" shall mean any discovery, concept or idea whether or not patentable or copyrightable, which (i) ~~arises out~~ arises out of work performed pursuant to the obligations of this Agreement; (ii) is conceived and reduced to practice during the term of the Agreement as defined in Article 13 hereinbelow; and (iii) includes but is not limited to processes, methods, software, formulae, techniques, compositions of matter, devices, and improvements thereof and know-how relating thereto. Inventions made solely by the Principal Investigator and/or other CANCER CENTER personnel as

identified in Article 1 hereinabove or agents of CANCER CENTER shall be the sole property of CANCER CENTER.

- b. In the event that an Invention is made, CANCER CENTER agrees to include such Invention in the Option Agreement of December 17, 1992 (attached hereto as Exhibit III) previously entered into by CANCER CENTER and SPONSOR and give notice of such Invention to SPONSOR within thirty (30) days of the identification of such Invention.
4. **Confidentiality**. In the course of work performed pursuant to the Research under this Agreement, should either party provide confidential information to the other party, the recipient party shall, until three (3) years after the termination of this Agreement, maintain the confidentiality of that information as it maintains the confidentiality of its own confidential information, and shall not disclose such confidential information to any other party, nor shall the recipient party disclose the disclosing party's confidential information to the recipient's employees other than those employees having a "**need-to-know**". Confidential information shall be clearly marked as such. If disclosed orally, the party making the disclosure shall be responsible for clearly informing the recipient party of the confidentiality of the information disclosed. Notwithstanding the other provisions of this paragraph, nothing disclosed hereunder shall be construed as confidential information which:
- a. is or becomes available to the public (except by a breach of this Agreement by a party hereto);
 - b. is rightfully received from another party not under obligation of confidentiality to the disclosing party;
 - c. is not known by the recipient party, or is independently developed by the recipient party by persons without access to the confidential information;
 - d. is approved for release by the party designating the information as confidential;
 - e. is not identified as confidential at the time of disclosure;
 - f. is not in writing or physical form at time of disclosure or reduced to a written or physical form and identified as confidential within thirty (30) days of disclosure:
or
 - g. is required to be disclosed under the laws of the United States of America or the State of Texas or other governmental bodies, provided that the parties shall first exhaust all reasonable measures available to

EXHIBIT 4

protect the confidentiality of such information upon disclosure.

5. Publication Rights. Notwithstanding the provisions of Article 4 of this Agreement, CANCER CENTER may publish scientific papers relating to the collaborative research performed under this Agreement. In the event that CANCER CENTER wishes to publish, CANCER CENTER shall notify SPONSOR of its desire to publish at least thirty (30) days in advance of publication and shall furnish to SPONSOR a written description of the subject matter of the publication in order to permit SPONSOR to review and comment thereon.
6. Publicity. CANCER CENTER acknowledges SPONSOR's intention to distribute periodically informational releases and announcements to the news media regarding the progress of research hereunder. SPONSOR shall not release such **materials** containing the name of CANCER CENTER or any of its employees without prior written approval by an authorized representative of CANCER CENTER, and said approval shall not be unreasonably withheld. Should CANCER CENTER reject the news release, CANCER CENTER and SPONSOR agree to discuss the reasons for CANCER **CENTER's** rejection, and every effort shall be made to develop an appropriate informational news release within the bounds of accepted academic practices. SPONSOR reserves the same right in the event that CANCER CENTER desires to distribute a news release concerning the research program. Nothing herein shall be construed as prohibiting CANCER **CENTER** or SPONSOR from reporting on this study to a governmental agency.
7. Responsibility. The parties each agree to assume individual responsibility for the actions and omissions of their respective employees, agents and assigns in conjunction with this evaluation.
 - a. Independent Contractor SPONSOR will not have the right to direct or control the activities of CANCER CENTER in performing the services provided herein, and CANCER CENTER shall perform services hereunder only as an independent contractor, and nothing herein contained shall be construed to be inconsistent with this relationship or status. Under no circumstances shall CANCER CENTER be considered to be an employee or agent of **SPONSOR**. This Agreement shall not constitute, create or in any way be interpreted as a joint venture, partnership or formal business organization of any kind.
9. Title to Equipment. CANCER CENTER shall retain title to all equipment purchased and/or fabricated by it with funds provided by **SPONSOR** under this Agreement.

10. Survivorship. The provisions of Article 3, 4, 5, 6, and 12 shall survive any expiration or termination of this Agreement.
11. Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party: provided, however, that SPONSOR may assign this Agreement to any purchaser or transferee **of** all or substantially all of **SPONSOR's** business upon prior Written notice to CANCER CENTER.
12. Indemnification. CANCER CENTER shall, to the extent authorized under the Constitution and the laws of the State **of** Texas, hold SPONSOR harmless from liability resulting from the negligent acts or omissions **of** CANCER CENTER, its agents or employees pertaining to the activities to be carried out pursuant to the obligations of this Agreement; provided, however, that CANCER CENTER shall not hold SPONSOR harmless from claims arising out **of** the **negligence** of SPONSOR, its officers, agents or any person or entity not subject to CANCER CENTER's supervision or control.
- SPONSOR shall indemnify and hold harmless SYSTEM, CANCER CENTER, their regents, officers, agents and employees from any liability or loss resulting from judgments or claims against them arising out of the activities to be carried out pursuant to the obligations of this Agreement or the use by SPONSOR of the results of the Research, provided, however, that the following is excluded from SPONSOR's obligation to indemnify and hold harmless:
- a. the negligent failure of CANCER CENTER to comply with any applicable governmental requirements; or
 - b. the negligence or willful malfeasance by a regent, officer, agent or employee of CANCER CENTER or SYSTEM.
13. Award. SPONSOR **agrees** to pay CANCER CENTER a fee of Five Hundred Fifteen Thousand and **No/100** Dollars (**\$515,000.00**) for expenses and other **related** costs incurred in conjunction with the Research. This fee, as shown by approximate category of expense in Exhibit **II**, which is **attached** hereto and is incorporated herein by reference, for information only, shall be payable in Four (4) **equal** installments of One Hundred Twenty-Eight Thousand Seven Hundred Fifty and **No/100** Dollars (**\$128,750.00**) each by SPONSOR to CANCER CENTER. The first such installment shall be due within thirty (30) **days** of the date of execution of this Agreement. The subsequent installments shall be due and payable as follows: (a) three (3) months after execution, (b) six (6) months after execution and (c) nine (9) months after execution.
14. Basic Term. This Agreement shall become effective as of the date first hereinabove written and unless earlier terminated

as hereinafter provided, shall continue in force for a period of Eighteen (18) months after the same.

15. **Default and Termination**. In the event that either party to this Agreement shall be in default of any of its material obligations hereunder and shall fail to remedy such default within thirty (30) days after receipt of written notice thereof, the party not in default shall have the option of terminating this Agreement by giving written notice thereof, notwithstanding anything to the contrary contained in this Agreement. Termination of this Agreement shall not affect the rights and obligations of the parties which accrued prior to the effective date of termination. SPONSOR shall pay CANCER CENTER for all reasonable expenses incurred or committed to be expended as of the effective termination date, subject to the maximum amount as specified in Article 13.
16. **Entire Agreement**. The parties acknowledge that this Agreement and the attached Exhibits hereto represent the sole and entire Agreement between the parties hereto pertaining to the Research and that such supersedes all prior Agreements, understandings, negotiations and discussions between the parties regarding same, whether oral or written. There are no warranties, representations or other Agreements between the parties in connection with the subject matter hereof except as specifically set forth herein. No supplement, amendment, alteration, modification, waiver or termination of this Agreement shall be binding unless executed in writing by the parties hereto.
17. **Reform of Agreement**. If any provision of this Agreement is, **becomes** or is deemed invalid, illegal or unenforceable in any United States jurisdiction, such provision shall be deemed amended to conform to applicable laws so as to be valid and enforceable: or if it cannot be so amended without materially altering the intention of the parties, it shall be stricken, and the remainder of this Agreement shall remain in full force and effect.
18. **Notices**. Any notices, statements, payments, or reports required by this Agreement shall be considered given if sent by United States Certified Mail, postage prepaid and addressed as follows:

If to CANCER CENTER:

Michael J. Best
 Chief Financial Officer
 The University of Texas M.D. Anderson Cancer Center
 1515 Holcombe Blvd.
 Houston, Texas 77030

If to SPONSOR:

EXHIBIT 4

David **Nance**
Managing Partner
Texas Biomedical Development Partners
100 Congress Avenue, Suite 200
Austin, Texas 78701


- 19. Cantions. The captions in this Agreement **are** for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Agreement.
- 20. Governing Law. This Agreement shall be governed and interpreted in accordance with the **substantive laws** of the State of Texas and with applicable laws of the United States of America.

IN WITNESS WHEREOF, CANCER CENTER and SPONSOR entered into this Agreement effective as of the date first hereinabove written and have executed three (3) originals each of which are of equal dignity.

TEXAS BIOMEDICAL DEVELOPMENT PARTNERS

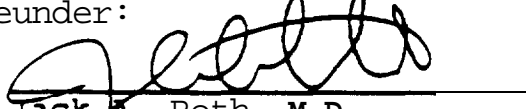
THE UNIVERSITY OF TEXAS
M.D. ANDERSON CANCER CENTER

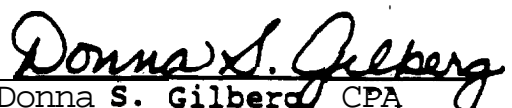
BY: 
David Nance
Managing Partner


BY: 
Michael J. Best
Chief Financial Officer


I have read this agreement and understand my **obligations** hereunder:

CONTENT APPROVED:

BY: 
Jack A. Roth, M.D.
Principal Investigator

BY: 
Donna S. Gilberg, CPA
Manager, Sponsored Agreements

BY: 
Charles M. Balch, M.D.
Head, Division of Surgery

FORM APPROVED:
BY: 
Matthew E. Burr, J.D.
Legal Services Officer

TEXAS BIOMEDICAL DEVELOPMENT PARTNERS

November 26, 1993

EXHIBIT 5

Mr. Michael J. Best
Chief Financial Officer
The University of Texas
M.D. Anderson Cancer Center
1515 Holcombe Boulevard
Houston, TX 77030

RECEIVED
NOV 30 1993
Technology
Development

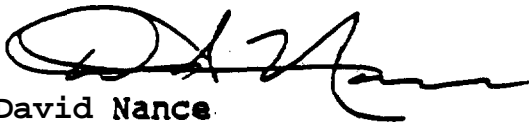
RE: Sponsored Research Agreement (SR93-04), "Development of Therapeutic Treatment and Prevention of Lung Cancer", and Sponsored Research Agreement (CS93-27), "Clinical Protocol for Modification of Oncogene and Tumor suppressor Gene Expression in Non-Small Cell Lung Cancer (NSCLC)".

Dear Mr. Best:

Pursuant to Article 11 of the above referenced sponsored research agreements, Texas Biomedical Development Partners herewith provides notification that it has assigned substantially all of its business respecting the subject sponsored research agreements to Intron Therapeutics, Inc.

Please contact me if you have any questions,

Sincerely,



David Nance
Managing Partner

cc: Jack A. Roth, M.D.
William J. Doty
Donna S. Gilberg, CPA

301 CONGRESS AVENUE · SUITE 2025 · AUSTIN, TEXAS 78701
TELEPHONE (512) 320-4169
TELEFAX (512) 320-4166

INTRON THERAPEUTICS, INC.

STOCK PURCHASE AGREEMENT

THIS AGREEMENT is made effective **as** of the _____ day of August, 1994, between the Board of Regents ("Board") of The University of Texas System ("System"), an agency of the State of Texas, whose address is 201 West 7th Street, Austin, Texas 78701; The University of Texas M.D. Anderson Cancer Center ("**MDA**"), a component institution of the System; and Intron Therapeutics, Inc., a Texas corporation having a principal place of business located at 301 Congress, Suite 2025, Austin, Texas 78701 ("**Company**"). System and MDA shall collectively be referred to as "**Purchaser**".

WHEREAS, the Company and the Purchaser have entered into a Patent and Technology License Agreement (the "**Technology License**") relating to certain patent and technology rights owned by Purchaser and invented by Jack A. Roth, M.D. ("**Roth**");

WHEREAS, it was contemplated at the time of execution of the Technology License that stock in the Company would be issued to Purchaser as partial consideration for such execution; and

WHEREAS, Purchaser will be transferring **50%** of the Shares (defined below) to Roth.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and obligations contained herein, the parties agree as follows:

1. **Sale of Stock.** The Company and Purchaser hereby agree to sell and purchase **1,207,914** shares of the Company's Common Stock (the "**Shares**") in consideration for execution of the Technology License.

2. **Investment Representations.**

(a) In connection with the purchase of the Shares, the Purchaser represents to the Company the following:

(i) The Purchaser is **aware** of the Company's business affairs and financial condition and has acquired sufficient information about the Company to reach an informed and knowledgeable decision to acquire the securities. The Purchaser is purchasing these securities for investment for Purchaser's own account only and not with a view to, or for resale in connection with, any "distribution" thereof within the meaning of the Securities Act of 1933 (the "**Securities Act**").

(ii) The Purchaser understands that the securities have not been registered under the Securities Act by reason of a specific exemption therefrom, which exemption depends upon, among other things, the bona fide nature of Purchaser's investment intent

as expressed herein. In this connection, the Purchaser understands that, in view of the Securities and Exchange Commission (the "**Commission**"), the statutory basis for such exemption may **not** be present if Purchaser's **representations meant** that Purchaser's present intention was to hold these securities for a minimum capital gains **period** under the tax statutes, for a deferred sale for a market rise, for a **sale** if the **market** does not rise, or for a year or **any** other fixed period in **the future**.

(iii) The Purchaser further acknowledges, agrees and understands that the securities must be held indefinitely unless they are subsequently registered under the Securities Act or an exemption from such registration is available. The Purchaser understands and agrees that the certificate evidencing the securities will be imprinted with a legend which prohibits the transfer of the securities unless they **are** registered or such' registration is not required in the opinion of counsel for the Company.

(iv) The Purchaser is aware of the adoption of Rule 144 by the Commission, promulgated **under** the Securities Act, which permits limited public resale of **securities acquired in a non-public offering** subject to the **satisfaction of** certain conditions.

(v) The Purchaser further acknowledges that in the event all **of** the requirements of Rule 144 are not met, compliance with Regulation A or some other registration exemption will be required; **and that although** Rule 144 is not exclusive, the staff of the Commission **has expressed its opinion that persons** proposing to sell private **placement** securities other than in a registered offering and other than pursuant to Rule 144 will have a **substantial burden of proof in establishing that an exemption from registration is available for such offers or sale⁸ and that such persons and the brokers who participate in the transactions do so at their own risk.**

(b) The Purchaser agrees, in connection with the Company's initial public offering of the **Company's** securities, (i) not to **sell, make short sales of, loan, grant any options for the purchase of,** or otherwise dispose of **any shares of Common Stock** of the Company held by the Purchaser (other than those shares included in the registration) without the prior written consent of the **Company or the underwriters managing such initial underwritten public offering of the Company's** securities for one hundred eighty (180) days from the effective **date of such registration** and (ii) further agrees to execute **any** agreement reflecting (i) above **as** may be requested by the underwriters at the time of the public offering.

3. **Legends.** The **share certificate evidencing** the Shares issued hereunder **shall** be endorsed with the following legends:

(a) "THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO, OR IN CONNECTION WITH, THE SALE OR DISTRIBUTION THEREOF. NO SUCH SALE OR DISPOSITION MAY BE EFFECTED WITHOUT AN EFFECTIVE REGISTRATION STATEMENT RELATED THERETO OR AN OPINION OF COUNSEL **SATISFACTORY** TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED UNDER THE SECURITIES ACT OF 1933".

(b) THE SHARES REPRESENTED BY THIS CERTIFICATE MAY BE TRANSFERRED ONLY IN ACCORDANCE WITH THE TERMS OF AN **AGREEMENT** BETWEEN THE COMPANY AND THE STOCKHOLDER, A COPY OF WHICH IS ON FILE WITH THE SECRETARY OF THE COMPANY.

(c) Any legend required by applicable state securities laws.

4. Right of First Refusal.

(a) In the event, at any time following the date of this Agreement, the Purchaser or his transferee desires (or is required) to sell or transfer in any manner the Shares (except for transfers to Roth or any member of the University of Texas System provided such transferee agrees in writing to be bound by the terms of this Agreement as if such transferee were the "Purchaser" hereunder), he shall first offer such Shares for sale to the Company at the same price, and upon the same terms (or terms as similar as reasonably possible) upon which he is proposing or is to dispose of such Shares. If the transfer does not involve a price freely set by the Purchaser, the price shall be determined as set forth in Section 4(c) below. Such right of first refusal shall be provided to the Company for a period of thirty (30) days following receipt by the Company of written notice by the Purchaser of the terms and conditions of said proposed sale or transfer, or thirty (30) days following the setting of a price under Section 4(c) (when the price is determined under Section 4(c)). In the event the Shares are not disposed of within thirty (30) days following lapse of the period of the right of first refusal provided to the Company, they shall once again be subject to the right of first refusal herein provided.

(b) In the event, at any time following the date of this Agreement, of any transfer by operation of law or other involuntary transfer (including a transfer pursuant to dissolution of marriage) of all or a portion of the Shares, the Company shall have an option to purchase all of the Shares transferred. Upon such a transfer, the person acquiring the Shares shall promptly notify the Secretary of the Company of such transfer. The right to purchase such Shares shall be provided to the Company for a period of thirty (30) days following receipt by the Company of written notice by the person acquiring the Shares.

(c) With respect to any stock to be transferred pursuant to Sections 4(a) or 4(b) and as to which a price has not been set by the Purchaser under Section 4(a), the price per Share shall be a price set by the mutual agreement of Purchaser and the Board of Directors of the Company which price will reflect the current value of the Shares in terms of present earnings and future prospects of the Company. If no such mutual agreement can be reached, the price will be determined by an independent financial analyst which is acceptable to both the Purchaser and the Board of Directors of the Company. The cost of such determination, if any, will be divided equally between the Company and the Purchaser. Any time required to resolve a dispute regarding the value of the Shares shall be added to the thirty (30) day period in which the Company may exercise its right to purchase.

(d) The right of the Company to purchase any part of the Shares may be assigned in whole or in part to one or more employees, officers, directors or shareholders of the Company or other persons or organizations.

(e) All transferees of Shares or any interest therein shall be required as a condition of such transfer to agree in writing in the form satisfactory to the Company that they will receive and hold such Shares or interests subject to the provisions of this Agreement, including, insofar as applicable, the Company's right of first refusal in this Section 4. Any sale or transfer of the Company's Shares shall be void unless the provisions of this Agreement are met.

(f) The right of first refusal granted the Company by this Section 4 shall terminate at such time as a public market exists for the Company's Common Stock (or any other stock issued to purchasers in exchange for the Shares purchased under this Agreement). Upon termination of the right of first refusal, at the Purchaser's request the Company shall issue a new certificate representing the Shares without a legend referring to such refusal right. For the purpose of this Agreement, a "public market" shall be deemed to exist if (i) such stock is listed on a national securities exchange (as that term is used in the Securities Exchange Act of 1934) or (ii) such stock is traded on the over-the-counter market and prices are published daily on business days in a recognized financial journal.

(g) The right of first refusal contained in this Section 4 shall not apply to a transfer to the Purchaser's ancestors or descendants or spouse or to a trustee for their benefit, provided that such transferee shall agree in writing in form satisfactory to the Company to take such Shares subject to all the terms of this Agreement, including the Company's right of first refusal on further transfers.

5. Adjustment for Stock Split All references to the number of Shares and the purchase price of the Shares in this Agreement shall be appropriately adjusted to reflect any stock split, stock dividend or other change in the Shares which may be made by the Company after the date of this Agreement.

6. General Provisiong.

(a) This Agreement shall be governed by the internal laws of the State of Delaware. This Agreement represents the entire agreement between the parties with respect to the purchase of common Stock by the Purchaser, may **only** be modified or amended in writing signed by both parties and **satisfies** all of the Company's obligations to the Purchaser with regard to the issuance or sale of securities.

(b) Any notice, demand or request required or permitted to be given by either the Company or the Purchaser pursuant to the terms of this Agreement shall be in writing and **shall** be deemed given when delivered personally or deposited in the U.S. mail, registered with a return receipt requested and with postage prepaid, and addressed to the parties at the addresses of the parties set forth at the end of this Agreement or such other address as a party may request by notifying the other in writing.

(c) The rights and benefits of the Company under this Agreement shall be transferable to any one or more **persons** or entities, and all covenants and agreements hereunder shall inure to the benefit of, and be enforceable by the Company's successors and assigns. The rights and obligations of the Purchaser under this Agreement may only be assigned with the prior written consent of the Company.

(d) Either party's failure to enforce any provision or provisions of this Agreement shall not in any way be construed as a waiver of any such provision or provisions, nor prevent that party thereafter from enforcing each and every other provision of this Agreement. The rights granted both parties herein are cumulative and shall not constitute a waiver of either party's right to assert all other legal remedies available to it under the circumstances.

(e) The **Purchaser** and the Company agree upon request to execute any further documents or instruments **necessary** or desirable to carry out the purposes or intent of this Agreement.

(f) The Purchaser shall be entitled to be, in its sole discretion, a party to any agreement regarding registration rights and/or information rights which the Company enters into pursuant to an equity financing.

(g) This Agreement may be executed in counterparts. Each of which shall be deemed an original and all of which together shall constitute one instrument.

(h) EACH OF THE UNDERSIGNED ACKNOWLEDGES THAT THIS IS AN EXECUTORY CONTRACT TBB RIGHTS AND OBLIGATIONS OF WHICH ARE EXPRESSLY CONDITIONED UPON THE APPROVAL OF THE BOARD OF REGENTS OF TBB UNIVERSITY OF TEXAS SYSTEM AS EVIDENCED BY SIGNATURE BELOW. IF THE BOARD OF REGENTS OF TBB UNIVERSITY OF TEXAS SYSTEM HAS NOT APPROVED AND EXECUTED THIS AGREEMENT BY OCTOBER 15, 1994, IT SHALL BE OF NO FURTHER FORCE OR EFFECT AND ALL SECURITIES ISSUED PURSUANT TO THIS AGREEMENT SHALL BE FORFEITED, NO LONGER BE DEEMED OUTSTANDING AND BE DEEMED AUTHORIZED BUT UNISSUED SHARES OF CAPITAL STOCK.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year first set forth above.

PURCHASER:

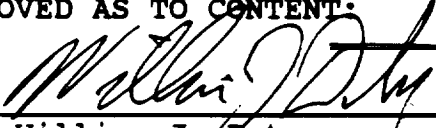
THE UNIVERSITY OF TEXAS
M.D. ANDERSON CANCER CENTER

BOARD OF REGENTS OF THE
UNIVERSITY OF TEXAS SYSTEM

By: _____
David J. Bachrach
Executive Vice President
for Administration and Finance

By: _____
Thomas G. Ricks
Vice Chancellor for
Asset Management

APPROVED AS TO CONTENT:

By: 

William J. Doty
Director, Technology
Development

APPROVED AS TO FORM:

By: _____
Dudley R. Dobie, Jr.
Manager, Intellectual
Property

COMPANY:

INTRON THERAPEUTICS, INC.

By: 

David Nance
President

Pursuant to the transfer of 603,957 of the shares purchased under the foregoing agreement to Jack A. Roth, X.D., the undersigned hereby agrees to be bound by the terms of the foregoing agreement.

Jack A. Roth, M.D.

STOCK ASSIGNMENT AGREEMENT

THIS AGREEMENT is made effective as of the 27th day of August, 1994, between the Board of Regents of The University of Texas System ("Board"), an agency of the State of Texas, whose address is 201 W. Seventh Street, Austin, Texas 78701; and Jack A. Roth, M.D. of Houston, Texas ("Roth").

WHEREAS, Board, in anticipation that, at its regularly scheduled meeting in October, 1994, it will enter into a Patent and Technology License Agreement (the "Technology License") with Intron Therapeutics, Inc., a Delaware corporation having a principal place of business located at 301 Congress Avenue, Suite 2025, Austin, Texas 78701 (referred to herein as "Intron" notwithstanding that Intron has changed its name to "Introgen **Therapeutics, Inc.**") relating to certain patent and technology rights owned by Board and invented by Roth;

WHEREAS, as partial consideration for the Technology License to be granted by Board to Intron at the Board's regularly scheduled October, 1994 meeting, Board has acquired Intron stock and such stock has in fact been issued to Board by Intron subject only to the terms of such grant and any and all agreements entered into by Intron and Board pursuant to such grant and incorporated by reference into the Board agenda making such grant; and

WHEREAS, pursuant to Board's Rules and Regulations, Part Two, Chapter XII, subdivision 6.1, **Board may** share such stock with Roth, and Roth wishes to receive a portion of such stock subject to the terms set forth herein.

NOW, THEREFORE, for and in consideration **of** the mutual promises, covenants and obligations contained herein, the parties agree as follows:

1. Assignment of stock. Board hereby assigns and transfers 603,957 shares of **Intron's Common** Stock (the "Shares"), this number of shares being one-half of those acquired by Board from Intron as described in the recitations above. This assignment is subject to, and Roth hereby accedes and agrees to the terms of, that certain "Intron Therapeutics, Inc. Stock Purchase Agreement" dated August 23, 1994, and to **be approved** by Board in October, 1994, and a copy of which is attached hereto and incorporated by reference herein for **all** purposes as if Roth were included as "Purchaser" in such agreement.

2. Representations and warranties. Other than its authority to enter into this **Agreement, Board** makes no representations **or** warranties whatsoever to Roth with respect to the Shares, the Technology License, the "Intron Therapeutics, Inc. Stock Purchase Agreement" or any other matter concerning this Agreement or the transaction to which it relates.

3. Release and indemnification. Roth acknowledges that Board has had no opportunity to **vote** the Shares in any manner and has no past, present or future obligation of trust or as a fiduciary to Roth with respect to the Shares. Further, Roth hereby releases and forever discharges Board, The University of Texas System, The University of Texas M.D. Anderson Cancer Center, and their officers, employees and representatives, from any and all claims, demands, causes of action, damages, judgments, reasonable attorneys fees, including without limitation, claims or **actions** under securities laws, with respect to the Shares, Board's **possession** thereof, or the transfer of said Shares pursuant to this Agreement.

4. General.

4.1 This Agreement incorporates the provisions of any and all agreements that have been or will be entered into by Intron and Board pursuant to the Board's grant of rights under the Technology License and incorporated by reference into the Board agenda making such grant.

4.2 This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas.

IN WITNESS WHEREOF, the parties have executed and caused this Agreement to be executed by their duly authorized representatives.

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

By:

Thomas G. Ricks
Vice Chancellor for Asset Management

APPROVED AS TO FORM:

By:

Dudley R. Dobie, Jr.
Office of General Counsel
The University of Texas System

JACK A. ROTH

V. OTHER MATTERS

U. T. System: Proposed Amendments to Sections III and IV of the Private Placement Investment Policy Statement (Deferred).--Committee Chairman Cruikshank reported that the item related to proposed amendments to Sections III and IV of The University of Texas System Private Placement Investment Policy Statement was deferred for consideration at a future meeting.

RECONVENE.--At 3:15 p.m., the Board reconvened as a committee of the whole to consider those items remaining on the agenda.

ITEMS FOR THE RECORD

1. U. T. System: Report on Status of Degree Programs and Academic Organization Requests Approved by the U. T. Board of Regents and Submitted to the Texas Higher Education Coordinating Board for the Period September 1, 1993 Through August 31, 1994.--Following is a report for the record on the status of degree programs and academic organization requests within The University of Texas System which have been approved by the U. T. Board of Regents for submission to the Texas Higher Education Coordinating Board. Included are items which have been acted upon by the Coordinating Board since September 1, 1993, were still pending before the Coordinating Board as of August 31, 1994, or have been withdrawn temporarily from Coordinating Board consideration since September 1, 1993. Four regular Coordinating Board meetings have occurred since the last report. Full approval has been given for 28 programs and administrative change requests and 19 requests are pending or have been withdrawn.

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

U. T. Arlington

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

U. T. Austin

M.A. in Post-Soviet and European Studies

U. T. Brownsville

B.A. in Art

B.A. in Music

B.A. in Psychology

M.A. in English

M.A. in History

M.A. in Spanish

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

U. T. El Paso

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

U. T. Pan American

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

U. T. Permian Basin

Reorganization of Academic Administrative Structure

U. T. San Antonio

B.A. in Philosophy
M.A. in Art History
B.A. in Communication
B.A. in Mexican-American Studies
B.B.A. with a concentration in Tourism Management
M.S. in Psychology

U. T. Tyler

M.S. in Biology

U. T. Medical Branch - Galveston

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

U. T. Health Science Center - Houston

Creation of Department of Physical Medicine and Rehabilitation

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

U. T. Health Science Center - San Antonio

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

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

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

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

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

U. T. Arlington

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

U. T. Austin

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

U. T. Brownsville

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

U. T. Pan American

M.S. in Social Work

U. T. San Antonio

Master of Architecture

U. T. Tyler

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

U. T. Health Science Center - Houston

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

U. T. Health Science Center - San Antonio

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

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

U. T. Arlington

M.A. in Communication withdrawn pending fur-
ther campus review

U. T. Health Science Center - Houston

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

2. U. T. System: Report on Status of Administratively
Approved Academic Program Changes for the Period Sep-
tember 1, 1993 Through August 31, 1994.--In accordance
with Regentally approved guidelines, the appropriate
Executive Vice Chancellors are authorized to forward
certain academic program changes to the Texas Higher
Education Coordinating Board for approval at the staff
level, subject to periodic reporting to the U. T. Board
of Regents for the record. These changes, considered
to be "nonsubstantive" according to Coordinating Board
terminology, must be consistent with institutional
missions approved by the U. T. Board of Regents and
the Coordinating Board.

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

U. T. Arlington (1 item)

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

U. T. Austin (3 items)

- a. Replaced program option in Aquatic Biology with option in Ecology, Evolution, and Conservation Biology under B.S. in Biology degree
- b. Changed name of Department of Music to School of Music in the College of Fine Arts
- c. Revised curriculum for B.S. in Applied Learning and Development with major in Applied Learning and Development

U. T. Brownsville (2 items)

- a. Changed name of School of Business and Industry to School of Business
- b. Changed name of College of Science and Mathematics to College of Science, Mathematics, and Technology

U. T. Dallas (2 items)

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

U. T. El Paso (6 items)

- a. Changed name of Department of Electrical Engineering to Department of Electrical and Computer Engineering
- b. Changed name of B.S. in Metallurgical Engineering to B.S. in Metallurgical and Materials Engineering
- c. Replaced B.A. with majors in Communication, Journalism, Broadcasting and Speech Communication with B.A. with major in Communication and programs in Communication Studies, Media Advertising, Print Media, Electronic Media, and Organizational Communication/Public Relations

U. T. El Paso (cont'd.)

- d. Renamed the Department of Management as Department of Information and Decision Sciences; renamed the Department of Marketing as Department of Management and Marketing; and moved the program for the B.B.A. in Management to the Department of Management and Marketing*
- e. Replaced Bachelor of Music with major in Music Education with Bachelor of Music with major in General Music*
- f. Replaced M.A. with major in Applied English Linguistics with M.A. with major in Linguistics with programs in Applied Linguistics and Hispanic Linguistics

U. T. San Antonio (7 items)

- a. Replaced teacher certification programs in Chemistry, Earth Science, Life/Earth Science, Physical Science, Physics, and Science Composite with B.S. with major in Multidisciplinary Science*
- b. Changed name of B.F.A. with major in Art and Design with Concentration in Architectural Design to B.S. with major in Architecture
- c. Established a Post-Baccalaureate Teacher Certification program
- d. Established B.A. with major in Chemistry in addition to B.S. in Chemistry
- e. Established B.A. with major in Geology in addition to B.S. in Geology
- f. Established B.A. with major in Physics in addition to B.S. in Physics
- g. Changed Master of Professional Accounting with a concentration in Taxation to Master of Taxation degree

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

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

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

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

3. U. T. System: Report on Role and Mission Statements and Tables of Programs for General Academic Institutions.--At the April 1994 meeting, the U. T. Board of Regents approved The University of Texas System general academic component institution Tables of Programs in a consolidated format and authorized submission of the Role and Mission Statements and Tables of Programs for U. T. general academic components to the Texas Higher Education Coordinating Board. That authorization included an expectation of a report back to the Board to include individual component Role and Mission Statements and Tables of Programs. These are set out on Pages 170 - 197. The Tables of Programs were approved by the Coordinating Board at its April 1994 meeting and the Role and Mission Statements were considered at the October meeting of the Coordinating Board.

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

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

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

The University of Texas at Arlington

Role and Mission Statement

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

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

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

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

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

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

October 1994

TABLE OF PROGRAMS

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

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

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

FOOTNOTES

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

APB: July 19, 1985

APB: October 26, 1990

APB: April 29, 1994

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

- A:** City/Urban, Community, & Regional Planning (04.0301.00) only
- B:** Russian Language & Literature (16.0402.00), German Language & Literature (16.0501.00), French Language & Literature (16.0901.00), Spanish Language & Literature (16.0905.00), and Classics & Classical Languages & Literatures (16.1201.00) only
- C:** Linguistics (16.0102.00), German Language & Literature (16.0501.00), French Language & Literature (16.0901.00), and Spanish Language & Literature (16.0905.00) only
- D:** Paralegal/Legal Assisting (22.0103.00) **only**
- E:** Combinations of previously approved programs only
- F:** Humanities/Humanistic Studies (24.0103.00) and combinations of previously approved programs only
- G:** Biometrics & Biostatistics (26.061450) only
- H:** Interdisciplinary Studies, General (30.9999.01) and combinations of previously approved programs only
- I:** Fitness & Sports (31.0501.10) only
- J:** Fitness & Sports (31.0501.10) and Exercise Sciences/Physiology & Movement Studies (31.0505.00) only
- K:** Experimental Psychology (42.0801.00) only
- L:** Public Administration (44.0401.00), Social Services Administration (44.0401.10), and Social Work (44.0701.00) only
- M:** Medical Technology (51.1005.00) and Nursing, General (51.1601.00) only
- N:** Nursing (51.16) **only**

* This designation acknowledges that the institution's governing board has recognized that some degree programs in this discipline category are appropriate for planning at the institutional level for some time in the future. This designation is not recognized by the Coordinating Board as being within the five to six year planning cycle of this Table of Programs. A program proposal submitted under this category will require a change in the Role and Scope prior to consideration of the proposal.

The University of Texas at Austin

Role and Mission Statement

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

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

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

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

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

To advance the arts and to preserve culture;

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

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

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

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

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

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

TABLE OF PROGRAMS

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

APB: October 26, 1984

APB: October 26, 1990

APB: April 29, 1994

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

FOOTNOTES

INSTITUTION: The University of Texas at Austin

APB: October 26, 1984

APB: October 26, 1990

APB: April 29, 1994

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

- A: Combinations of previously approved programs only
- B: Fitness & Sports (31.0501.10) only
- C: Exercise Sciences/Physiology & Movement Studies (31.0505.00) only
- D: Communication Disorders, General (51.0201.00), Health Studies (51.0301.20), Medical Technology (51.1005.00), Nursing, General (51.1601.00), and Pharmacy (BPharm, PharmD) (51.2001.00) only
- E: Communication Disorders, General (51.0201.00), Audiology/Hearing Sciences (51.0202.00), Speech-Language Pathology (51.0203.00), Medical Pathology (51.1312.00), Nursing (51.16) Pharmacy (BPharm, PharmD) (51.2001.00), and Public Health Education & Promotion (512207.00) only
- F: Pharmacy (BPharm, PharmD) (512001.00) only

The University of Texas at Brownsville

Role and Mission Statement

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

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

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

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

Philosophy Statement

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

Partnership Statement

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

TABLE OF PROGRAMS

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

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

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

FOOTNOTES

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

PAPB: **April 20, 1990**

APB: **October 26, 1990**

APB: **April 29, 1994**

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

- A:** **Hispanic-American** Studies (05.0203.00) only
- B:** Journalism (09.0401.00) only
- c:** Electronic Engineering Technology/Technician (15.0303.20), Industrial/Manufacturing Technology/Technician (15.0603.00), Manufacturing Technology/Technician (15.0603.10), Environmental & Pollution Control Technology/Technician (15.0507.00), Mechanical **Engineering/Mechanical** Technology/Technician (15.0805.00), and **Engineering Technology/Technician**, General (15.1101.01) only
- D:** **Spanish** Language & Literature (16.0905.00) only
- E:** Home Economics, General (19.0101.00) and Individual & Family Development Studies, General (19.0701.00) only
- F:** **Paralegal/Legal** Assisting (22.0103.00) **only**
- G:** English Language & Literature, General (23.0101.00) and Speech Communication (23.100120) **only**
- H:** English Language & Literature, General (23.0101.00) only
- I:** Liberal Arts & Sciences/Liberal Studies (24.0101.00) and combinations of previously approved programs **only**
- J:** Biology, General (26.0101.00) only
- K:** Mathematics (27.0101.00) only
- L:** Applied Arts & Sciences (30.999940) and combinations of previously approved programs only
- M:** **Interdisciplinary** Studies, General (30.9999.01) and combinations of previously approved programs only
- N:** **Park, Recreation, &** Leisure Services (31.0101.00) and Fitness & Sports (31.050120) only
- o:** Chemistry, General (40.0501.00) and **Physics, General** (40.0801.00) **only**
- P:** Psychology, General (42.0101.00) only
- Q:** Corrections/Correctional Administration (43.0102.00) and Criminal Justice/Law Enforcement Administration (43.0103.00) **only**
- R:** Criminal Justice/Law Enforcement Administration (43.0103.00) only
- s:** Drama/Theater Arts, General (50.0501.00), Art, General (Visual) (50.0701.00), and Music, General (50.0901.00) only
- T:** **Nursing**, General (51.1601.00), Health Studies (51.0301.20), and Allied Health Sciences, General (51.9999.01) only
- U:** Business, General (520101.00) and Operations Management & Supervision (52.0205.00) **only**

¹⁴ This designation acknowledges that the institution's governing board has recognized that some degree programs in this discipline category are appropriate for planning at the institutional level for some time in the future. This designation is not recognized by the Coordinating Board as being within the five to six year planning cycle of this Table of Programs. A program proposal submitted under this category will require a change in the Role and **Scope** prior to consideration of the proposal.

The University of Texas at Dallas

Role and Mission Statement

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

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

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

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

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

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

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

TABLE OF PROGRAMS

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

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

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

FOOTNOTES

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

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

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

- A: Environmental Science (03.0102.10) only
- B: American **Studies/Civilization (05.0102.00) only**
- c: Special Education, General (**13.1001.00**), Mathematics Teacher Education (**13.1311.00**), Science Teacher Education (**13.1316.00**), and Social Science Teacher Education (**13.1317.00**) [Humanities] only
- D: Computer Networks & Data Communication (**14.0901.20**), **Electrical**, Electronics, & Communication Engineering (**14.10**), Engineering Science (**14.1301.00**), and **Industrial/Manufacturing** Engineering (14.1701.00) only
- E: Computer Engineering (14.09) and Electrical, Electronics, & Communication Engineering (14.10) **only**
- F:** Russian Language & Literature (**16.0402.00**), German Language & Literature (**16.0501.00**), French Language & Literature (**16.0901.00**), and Spanish Language & Literature (16.0905.00) only
- G: English Language & Literature, General (**23.0101.00) only**
- H: Humanities/Humanistic Studies (24.0103.00) and combinations of previously approved programs **only**
- I: Interdisciplinary Studies, General (309999.01) and combinations of previously approved programs **only**
- J: Interdisciplinary Studies, General (**30.9999.01**), Computer Science & Engineering (**30.9999.05**), Imaging Science (**30.9999.09**), and Human Development (309999.20) **only**
- K:** Cognitive Psychology (42.0301.10) and Developmental Psychology (42.0701.10) only
- L: Public Administration (**44.0401.00**) only
- M: Public Policy Analysis (44.0501.00) [Includes Economics] **only**
- N: Visual & Performing Arts (**50.0101.00**) only
- O: Speech Pathology & Audiology (51.0201.00) and programs for **the** diagnosis and remediation of handicapped children and related to the **Callier** Center only
- P: Speech Pathology & Audiology (**51.0204.00**) only
- Q: Communication Disorders (**51.0201.00**) **only**

¹¹ This designation acknowledges that the institution's governing board **has recognized** that some degree programs in this discipline category are appropriate for planning at the institutional level for some time in the future. This designation is not recognized by the Coordinating Board as **being** within the five to six year planning cycle of this Table of Programs. A program proposal submitted under this category will require a change in the Role and Scope prior to consideration of the proposal.

The University of Texas at El Paso

Role and Mission Statement

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

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

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

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

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

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

TABLE OF PROGRAMS

INSTITUTION: The University of Texas at El Paso

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

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

FOOTNOTES

INSTITUTION: The University of Texas at El Paso

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

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

- A: Environmental Science (03.0102.10) **only**
- B: Latin American Studies (05.0107.00) and Hispanic-American Studies (05.0203.00) **only**
- c: Communications, General (090101.00) **only**
- D: Educational Administration & Supervision, General (13.0401.00) **only**
- E: Computer Engineering (14.0901.00), Environmental Engineering (14.1401.10), and Materials Engineering (14.1801.00) **only**
- F: Linguistics (16.0102.00), German Language & Literature (16.0501.00), French Language & Literature (16.0901.00), and Spanish Language & Literature (16.0905.00) **only**
- G: Spanish Linguistics (16.0905.01) **only**
- H: Child Growth, Care, & Development Studies (19.0706.00) **only**
- I: Combinations of previously approved programs **only**
- J: Library Science/Librarian&p (25.0101.00) **only**
- K: Toxicology (260612.00) **only**
- L: Interdisciplinary Studies, General (309999.01) and combinations of previously approved programs **only**
- M: Fitness & sports (31.0501.10) **only**
- N: Geology (408601.00) **only**
- O: Psychology, General (42.0101.00), Community Psychology (42.0401.00), and Industrial & Organizational Psychology (42.0901.00) **only**
- P: Social Work (44.0701.00) **only**
- Q: Public Administration (44.0401.00) and Social Work (44.0701.00) **only**
- R: Southwestern United States History (45.0801.01) **only**
- s: Speech Pathology & Audiology (51.0204.00), Health Studies (51.0301.20), Medical Technology (51.1005.00), Nursing, General (51.1601.00), Occupational Therapy (51.2306.00), and Health Professions, General (51.9999.20) **only**
- T: Speech Pathology & Audiology (51.0204.00), Community Health Liaison (51.0301.00), Nursing (51.16), Public Health, General (51.2201.00), Physical Therapy (51.2308.00), and Health Professions, General (51.9999.20) **only**

.. This designation acknowledges that the institution's governing board has **recognized** that some degree programs in this discipline category are appropriate for planning at the institutional level for some time in the future. This designation is not recognized by the Coordinating Board as being within the five to six year planning cycle of this Table of Programs. A program proposal submitted under this category **will** require a change in the Role and Scope prior to consideration of the proposal.

The University of Texas - Pan American

Role and Mission Statement

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

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

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

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

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

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

TABLE OF PROGRAMS

INSTITUTION: The **University of** Texas-Pan American

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

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

FOOTNOTES

INSTITUTION: The University of Texas-Pan American

APB: January **24, 1986**

APB: October **28, 1988**

APB: October 26, 1990

APB: April 24, 1992

APB: April 29, 1994

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

- A:** Environmental Science (03.010210) **only**
- B:** American Studies/Civilization (**05.0102.00**), Inter-American Studies (**05.0102.01**), Latin American Studies (**05.0107.00**), and Hispanic-American Studies (05.0203.00) **only**
- C:** Hispanic-American Studies (**05.0203.00**)
- D:** Communications, General (**09.0101.00**), Journalism (**09.0401.00**), and Broadcast Journalism (**09.0402.00**) **only**
- E:** Educational Administration & Supervision, General (**13.0401.00**) and Educational Psychology (**13.0802.00**) **only**
- F:** Civil Engineering (**14.0801.00**) Electrical, Electronics & Communication Engineering (**14.1001.00**), Environmental/Environmental Health Engineering (**14.1401.00**), Industrial/Manufacturing Engineering (**14.1701.00**), and Mechanical Engineering (14.1901.00) **only**
- G:** French Language & Literature (**16.0901.00**) and Spanish Language & Literature (**16.0905.00**) **only**
- H:** Spanish Language & Literature (16.0905.00) **only**
- I:** Dietetics/Human Nutritional Services (**19.0503.00**) **only**
- J:** General Studies (**24.0102.00**) and combinations of previously approved programs **only**
- K:** Mathematics (**27.0101.00**) **only**
- L:** **Interdisciplinary** Studies, General (**30.9999.01**), Applied Arts & Sciences (**30.9999.40**), and combinations of previously approved programs **only**
- M:** Interdisciplinary Studies, General (**30.9999.01**) and combinations of previously approved programs **only**
- N:** Recreation & Leisure Facilities Management (31.0301.02) and Fitness & Sports (31.0501.10) **only**
- O:** Public Administration (440401.00) and **Social Work** (**44.0701.00**) **only**
- P:** Drama/Theater Arts, General (**50.0501.00**), Art, **General (Visual)** (**50.0701.00**), Fine/Studio Art (**50.0702.00**) and **Music**, General (**50.0901.00**) **only**
- Q:** Physical Therapy Assistant (**51.0806.00**) and Nursing, **General** (**51.1601.00**) **only**
- R:** Speech Pathology & Audiology (**51.0204.00**), Health Studies (**51.0301.20**), Health Systems/Health Services Administration (**51.0701.00**), Medical Records Administration (**51.0706.00**), Physician Assistant (**51.0807.00**), Respiratory Therapy Technician (**51.0908.00**), Medical Technology (**51.1005.00**), Nursing, General (**51.1601.00**), Occupational Therapy (**51.2306**), and Rehabilitation Sciences, General (512399.10) **only**
- S:** Speech Pathology & Audiology (**51.0204.00**), Nursing, General (**51.1601.00**), Physical Therapy (**51.2308.00**), Nursing, Adult Health (Post RN) (**51.1603.00**), Nursing, Family Health (**51.1605**), Nurse Midwifery (**51.1607.00**), Health Professions, **General** (**51.9999.20**), Occupational Therapy (512306.00), and Vocational Rehabilitation Counseling (512310.00) **only**
- T:** International Business (**52.1101.00**) **only**

¹ This designation acknowledges that the institution's governing board has recognized that some degree programs in this **discipline** category are appropriate for planning at the institutional level for some time in the future. This **designation** is not recognized by the Coordinating Board as being within the five to six year planning cycle of this Table of Programs. A program proposal submitted under this category will require a change in the Role and Scope prior to consideration of the proposal.

The University of Texas of the Permian Basin

Role and Mission Statement

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

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

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

October 1994

TABLE OF PROGRAMS

INSTITUTION: **The** University of Texas of the Permian Basin

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

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

FOOTNOTES

INSTITUTION: The University of Texas of the Permian Basin

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

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

- A: Journalism (**09.0401.00**) only
- B: Spanish Language & Literature (16.090500) **only**
- c: English Language & Literature, General (230101.00) only
- D: Humanities/Humanistic Studies (**24.0103.00**) and combinations of previously approved programs **only**
- E: Biology, General (260101.00) only
- F: Combinations of previously approved programs only
- G: Fitness & Sports (31.0501.10) only
- H: Chemistry, General (**40.0501.00**), Geology (**40.0601.00**), and Earth & Planetary Sciences (**40.0703.00**) only
- I: Geology (**40.0601.00**) **only**
- J: Psychology, General (**42.0101.00**), Clinical Psychology (**42.0201.00**), and Counseling Psychology (**42.0601.00**) **only**
- K: Criminal Justice Studies (43.0104.00) only
- L: Criminology (45.0401.00) and History, General (**45.0801.00**) only
- M: Art, General (Visual) (**50.0701.00**) and Music, **General** (**50.0901.00**) only
- N: **Medical** Technology (**51.1005.00**) only
- O: Business Management (52.020120) and **Accounting** (**51.0301.00**) only
- .. This designation acknowledges that the institution's governing board has recognized that some degree programs in this discipline category are appropriate **for** planning at the institutional level for some time in the future. This designation is not recognized by the Coordinating **Board** as being within the five to six year planning cycle of this Table of Programs. A program proposal submitted under this category will require a change in the Role and Scope prior to consideration of the proposal.

The University of Texas at San Antonio

Role and Mission Statement

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

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

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

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

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

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

October 1994

TABLE OF PROGRAMS

INSTITUTION: **The University of Texas at San Antonio**

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

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

FOOTNOTES

INSTITUTION: **The University of Texas at San Antonio**

APB: July 19, 1985

APB: October 26, 1990

APB: April 29, 1994

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

- A: Environmental Science (03.0102.10) only
- B: Architecture (04.0201.00) only
- c: American Studies/Civilization (**05.0102.00**) and Hispanic-American Studies (**05.0203.00**) only
- D: Journalism (**09.0401.00**), Mass Communications (**09.0403.00**), and Public Relations & Organizational Communications (**09.0501.00**) **only**
- E:** Educational Administration & Supervision, General (**13.0401.00**) **only**
- F:** Civil Engineering (**14.0801.00**), Computer Engineering (**14.0901.00**), Electrical, Electronics & Communication Engineering (**14.1001.00**), and Mechanical Engineering (14.1901.00) only
- G: **Electrical**, Electronics & Communication Engineering (14.1001.00) only
- H: Russian Language & Literature (**16.0402.00**), German Language & Literature (**16.0501.00**), French Language & Literature (**16.0901.00**), Spanish Language & Literature (**16.0905.00**) and Classics & Classical Languages & Literatures (**16.1201.00**) only
- I: German Language & Literature (**16.0501.00**), French Language & Literature (**16.0901.00**), and Spanish Language & Literature (**16.0905.00**) **only**
- J: Humanities/Humanistic Studies (24.0103.00) and combinations of previously approved programs only
- K:** **Multicultural** Studies (24.010340) and combinations of previously approved programs only
- L: Neuroscience (26.0608.00) **only**
- M: Biological & Physical Sciences (**30.0101.00**), Interdisciplinary Studies, General (**30.9999.01**), and combinations of **previously** approved programs only
- N:** Combinations of previously approved programs only
- O: Fitness & sports (31.0501.10) only
- P: Chemistry, General (**40.0501.00**), Geology (**40.0601.00**), and Physics, General (**40.0801.00**) only
- Q:** Psychology, General (42.0101.00) **only**
- R: Public Administration (**44.0401.00**) **only**
- s: Photography (**50.0605.00**), **Fine Arts & Art Studies (50.07)**, and Music (50.09) **only**
- T: Health Studies (**51.0301.20**), Medical Technology (**51.1005.00**), Occupational Therapy (**51.2306.00**), and Physical Therapy (**51.2308.00**) only
- U:** **Health Studies (51.0301.20)**

* This designation **acknowledges** that the institution's governing board has recognized that some degree programs in this discipline category are appropriate for planning at the **institutional level** for some time in the future. This designation is not recognized by the Coordinating Board as being within the five to six year planning cycle of this Table of Programs. A program proposal submitted under this category **will** require a change in the Role and Scope prior to consideration of the proposal.

The University of Texas at Tyler

Role and Mission Statement

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

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

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

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

October 1994

TABLE OF PROGRAMS

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

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

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

FOOTNOTES

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

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

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

- A: Industrial **Sales (08.0706.01) only**
- B: Journalism **(09.0401.00) only**
- C: **Industrial/Manufacturing** Technology/Technician **(15.0603.00)**, Occupational Safety & Health Technology/Technician **(15.0701.00)**, and Engineering Technology/Technician, General **(15.1101.00) only**
- D: Foreign Languages & Literatures, General **(16.0101.00)**, French Language & Literature **(16.0901.00)**, and Spanish Language & Literature **(16.090500) only**
- E: Family & Marriage Counseling **(19.0703.00) only**
- F: English Language & Literature, General **(23.0101.00) only**
- G: General Studies **(24.0102.00)** and combinations of previously approved programs **only**
- H: Combinations of previously approved programs **only**
- I: Biology, General **(26.0101.00) only**
- J: Interdisciplinary Studies, **General (30.9999.01)**, Applied Arts & Sciences **(30.9999.40)**, and combinations of previously approved programs **only**
- K: Interdisciplinary Studies, General **(309999.01)** and combinations of previously approved programs **only**
- L: Fitness & Sports **(31.0501.10) only**
- M: Fitness & Sports **(31.0501.10)** and Exercise Sciences/Physiology & Movement Studies **(31.0505.00) only**
- N: Chemistry, General **(40.0501.00) only**
- O: Public Administration **(44.0401.00) only**
- P: History, General **(45.0801.00) only**
- Q: Community Health Liaison **(51.0301.00)**, Health Studies **(51.0301.20)**, Medical Technology **(51.1005.00)**, and Nursing, General **(51.1601.00) only**
- R: Nursing, General **(51.1601.00)** and **Allied Health Sciences (51.9999.01) only**

* This designation acknowledges that the institution's governing board has recognized that some degree programs in this discipline category are appropriate for planning at the institutional level for some time in the future. This designation is not recognized by the Coordinating Board as being within the **five** to six year planning cycle of this Table of Programs. A program proposal submitted under this category **will** require a change in the Role and Scope prior to consideration of the proposal.

4. U. T. System: Report on Redesignation of System Personnel Office as Office of Human Resources Effective September 1, 1994.--The Chancellor reported for the record that he had approved the recommendation of the Executive Vice Chancellor for Business Affairs that the System Personnel Office within The University of Texas System Administration be redesignated as the Office of Human Resources effective September 1, 1994.

In keeping with this redesignation, the Executive Secretary to the Board of Regents will make appropriate editorial amendments to the Regents' Rules and Regulations.

EXECUTIVE SESSION OF THE BOARD OF REGENTS

Chairman Rapoport reported that the Board had met in Executive Session in Room 1.304 of the Conference Center at U. T. Dallas to discuss matters in accordance with Texas Government Code, Chapter 551, Sections 551.071, 551.072, and 551.074. In response to Chairman Rapoport's inquiry regarding the wishes of the Board, the following action was taken:

U. T. Southwestern Medical Center - Dallas: Settlements of Medical Liability Litigation/Claim.--Regent Ramirez reported that the Board heard presentations from The University of Texas System Administration officials concerning the two medical liability matters listed in the agenda.

Based on these presentations, Regent Ramirez moved that the Chancellor and the Office of General Counsel be authorized to settle the following medical liability matters on behalf of The University of Texas Southwestern Medical Center at Dallas in accordance with the individual proposals presented in Executive Session:

- The medical liability litigation filed by Ron and Eve Greene, Parents and Administrators of the Estate of Andrew C. Greene vs. Children's Medical Center, et al.
- The medical liability claim filed by Alicia Starr Wilson.

Vice-Chairman Lebermann seconded the motion which prevailed without objection.

REPORT OF BOARD FOR LEASE OF UNIVERSITY LANDS

Regents Rapoport and Lebermann, as members of the Board for Lease of University Lands, submitted the following report on behalf of that Board:

Report

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

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

OTHER MATTERS

1. U. T. System: Report on the Long Range Plan and Strategic Initiatives for 1995-1999.--Chairman Rapoport called upon Chancellor Cunningham to comment on the Long Range Plan and Strategic Initiatives for The University of Texas System for 1995-1999.

Chancellor Cunningham distributed a draft document entitled "The University of Texas System Long Range Plan and Strategic Initiatives for the Period 1995-1999" to the Board and made the following comments:

Comments by Chancellor Cunningham

Before you, in the orange cover, is a draft document entitled The University of Texas System Long Range Plan and Strategic Initiatives for the Period 1995-1999. This document is the culmination of the U. T. System's biennial strategic planning process. Last spring, each of the component institutions and the System Administration submitted to the Office of the Governor, the Legislative Budget Board, and other state agencies official "Agency Strategic Plans," totalling over 750 pages. These plans were required by law and were submitted in a specified format linked to the operating budgets.

The much shorter document before you provides an overview of those plans and is intended as a guide and reference to the System's strategic actions. I invite your comments and edits. If you concur, we will print the final version about the first of November.

Let me now take a few minutes to outline the contents and explain the rationale for the major sections of the document.

Part I, entitled Needs and Expectations, highlights the reasons for our existence and provides the context for the plan. For example, we point out that the return to society on investment of producing a bachelor's degree and related faculty research is at least twenty percent per year. We also show how Texas is producing fewer bachelor's degrees per capita than the U. S. average. And we show the key role which the U. T. System plays in shaping the future of Texas.

In the second section, beginning on Page 15, we provide a U. T. System mission statement in fairly traditional format. I would note that while all components have had official mission statements, we believe there has never been an official mission statement of this type for the U. T. System as a whole.

The third section, beginning on Page 21, contains the long-term or enduring goals for the U. T. System. They are organized around the standard teaching, research, service, and patient-care framework.

Perhaps the most significant part of the document, part IV, begins on Page 33. Here, you will find two-page summaries for eleven strategic initiatives -- which will transform our System during the next few years. These major Systemwide initiatives will advance us toward achieving the goals in the previous section. You will see several with which you are already quite familiar, such as the K-12 Collaboration Initiative for the public schools and the South Texas/Border Initiative. For each initiative, you will find the name of a staff member who is overseeing the implementation of that initiative.

Finally, beginning on Page 59, there is a section which presents one-half page highlights from each component's plan.

We look forward to receiving your comments prior to the publication of the final version.

A copy of the [referenced document](#) is on file in the Office of the Board of Regents.

2. U. T. System: Report on the Activities of the Task Force on U. T. System/Public School Collaborations.--At the request of Chancellor Cunningham, Mrs. Gwen Grigsby, Coordinator of the Task Force on The University of Texas System/Public School Collaborations, provided a comprehensive report on the status of this group's activities. A copy of [Mrs. Grigsby's report](#) and the [Executive Summary on Proposed Initiatives](#) by the Task Force are on file in the Office of the Board of Regents.

Mrs. Grigsby reported that Chancellor Cunningham initiated a process to bring a greater sense of awareness, direction, and purpose to the interactions between the component institutions of the U. T. System and the state's public schools. The first step was to prepare an inventory of existing collaborative programs between the U. T. System and the public schools. Over 200 programs,

ranging from one-day specialty camps to intensive summer teacher training programs to numerous mentoring and tutoring activities, were identified during the Fall of 1993. The second stage of the process was to convene a two-day conference in December 1993 to examine existing current activities and to suggest new ways that the resources of the U. T. System could be used to support activities which would help the children and public schools of Texas be as successful as possible. Representatives from each of the U. T. System general academic and health-related institutions and representatives from the elementary and secondary public school sectors and other education interests were conference participants.

Following the December conference, the Chancellor continued the process by appointing a task force (with three subcommittees) representing all U. T. System component institutions, the elementary and secondary sectors, and representatives of the U. T. System Student Advisory Group and Faculty Advisory Council and charging it with developing specific proposals for the expansion of collaborative activities and programs between the U. T. System component institutions and public schools.

Mrs. Grigsby then summarized the highlights of the initiatives recommended by the Task Force which are set forth in the [report](#) on file in the Office of the Board of Regents.

Following Mrs. Grigsby's report, Chairman Rapoport thanked her for this most informative report.

3. U. T. System: Report from the Faculty Advisory Council on the Faculty Satisfaction Survey.--Chancellor Cunningham introduced Dr. Jerry Polinard, Chair of The University of Texas System Faculty Advisory Council, who, with the aid of viewgraphs, presented a comprehensive report on the recent Faculty Satisfaction Survey conducted by the Council.

Dr. Polinard reported that the Faculty Quality Committee of the Faculty Advisory Council was authorized by Chancellor Cunningham to develop and administer a Faculty Satisfaction Survey (FSS) as a means of establishing baseline data that could be used to improve faculty recruitment, retention, and support. The FSS was mailed to all tenured and tenure-track faculty having some teaching responsibility at the general academic and health components of the U. T. System. The survey was administered in April and August 1993. A copy of Dr. Polinard's formal [remarks](#) regarding the results of the survey are on file in the Office of the Board of Regents.

On behalf of the Board, Chairman Rapoport commended Dr. Polinard on this very insightful survey.

SCHEDULED MEETING.--Chairman Rapoport announced that the next scheduled meeting of the U. T. Board of Regents would be held on December 1, 1994, at The University of Texas - Pan American.

ADJOURNMENT.--There being no further business, the meeting was adjourned at 3:50 p.m.

/s/ Arthur H. Dilly
Executive Secretary

October 14, 1994