September 3, 2015

TO: Academic Senate Members

FROM: Office of Academic Governance
Chris McGowan, Academic Governance Secretary

RE: Academic Senate Meeting

The Academic Senate will meet on Wednesday, September 16, 2015 at 2:30 p.m. in the Davidson Auditorium, JSOM 1.118.

Please bring the agenda packet with you to this meeting. If you cannot attend, please notify me at x4791.

xc: Hobson Wildenthal
Inga Musselman
Andrew Blanchard
Serenity King

John Wiorowski
Calvin Jamison
Larry Redlinger
Gene Fitch

Abby Kratz
Chief Larry Zacharias
Deans

Paula Austell, SC President
Caitlynn Fortner, SG President

2015-2016 ACADEMIC SENATE

| Ackerman, Robert | DeLuca, Eugene | Menon, Syam |
| Al-Dhabir, Naqal | Dieckmann, Greg | Pickens, Jared |
| Anderson, Frank | Dragovic, Vladimir | Prakash, Ravi |
| Ayhan, Karen | Evans, Monica | Ramakrishna, Viswanath |
| Bell, Elizabeth Lisa | Farrar, Eric | Rehoboam, Betsy |
| Beron, Kurt | Fiechter, Todd | Redman, Timothy * |
| Bhatia, Dinesh | Ganglmair, Bernhard | Ryan, Christopher |
| Bradbury, Judd | Gans, Nicholas | Schlabohm, Betsy |
| Brandt, Patrick | Gelb, Lev | Scotch, Richard *** |
| Breen, Gail | Holmes, Jennifer | Starnaman, Sabrina |
| Brown, Matthew | Honbon, Dorothee | Thompson, Lucien |
| Burr, John | Hooshyan, M. Ali | Tiefelsdorf, Michael |
| Chandrasekaran, R. | Huybom Dung T | Torkak, Murat |
| Connell, Nadine | Ishak-Boushaki, Mustapha | Wissinger, Tonja |
| Cordell, David ** | Lambert, Carie | Zentner, Alejandro |
| Dahlkowski, Mieczyslaw | Leaf, Murray *** | |
| Decourcy, George | Lockhart, Michele | |

*Speaker
**Secretary
*** Vice-Speaker
AGENDA
ACADEMIC SENATE MEETING
September 16, 2015

1. CALL TO ORDER, ANNOUNCEMENTS & QUESTIONS Dr. Wildenthal
2. APPROVAL OF THE AGENDA Dr. Redman
3. APPROVAL OF MINUTES
   August 19, 2015 Meeting Dr. Redman
4. SPEAKER'S REPORT Dr. Redman
5. Guns on Campus Presentation Alex Piquero
6. FAC Report Dr. Leaf
7. Student Government Report Caitlynn Fortner
8. CEP Recommendations
   A. Math BA Clint Peinhardt
   B. Marburg Dual Degree Program
9. Proposed Revisions to UTS 180 Tim Shaw
10. Sexual Harassment and Sexual Misconduct Policy James Dockery
11. Amendment to UTDPP 1013- Academic Program Review Committee Serenity King
12. ADJOURNMENT Dr. Wildenthal

AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION UNIVERSITY
Item 3:
Previous Meetings
Minutes
UNAPPROVED AND UNCORRECTED MINUTES

These minutes are disseminated to provide timely information to the Academic Senate. They have not been approved by the body in question, and, therefore, they are not the official minutes.

ACADEMIC SENATE MEETING
August 19, 2015

Present: Robert Ackerman, Naofal Al-Dhair, Frank Anderson, Karen Baynham, Elizabeth Bell, Patrick Brandt, Gail Breen, Matthew Brown, John Burr, R. Chandrasekaran, Nadine Connell, Gregg Dieckmann, Vladimir Dragovic, Eric Farrar, Todd Fechter, Lev Gelb, Jennifer Holmes, Dorthee Honhon, M. Ali Hooshyar, Mustapha Ishak-Boushaki, Murray Leaf, Michele Lockhart, Ravi Prakash, Michael Rebello, Tim Redman, Christopher Ryan, Liz Salter, Betsy Schlobohm, Sabrina Starnaman, Tres Thompson, Michael Tiefelsdorf, Murat Torlak

Absent: Robert Ackerman, Naofal Al-Dhair, Frank Anderson, Karen Baynham, Elizabeth Bell, Patrick Brandt, Gail Breen, Matthew Brown, John Burr, R. Chandrasekaran, Nadine Connell, Gregg Dieckmann, Vladimir Dragovic, Eric Farrar, Todd Fechter, Lev Gelb, Jennifer Holmes, Dorthee Honhon, M. Ali Hooshyar, Mustapha Ishak-Boushaki, Murray Leaf, Michele Lockhart, Ravi Prakash, Michael Rebello, Tim Redman, Christopher Ryan, Liz Salter, Betsy Schlobohm, Sabrina Starnaman, Tres Thompson, Michael Tiefelsdorf, Murat Torlak

Visitors: Andrew Blanchard, Richard Huckaba, Serenity King, Abby Kratz, Jennifer McDowell, Beth Tolan, Marion Underwood

1. Call to Order, Announcements and Questions
Speaker Redman called the meeting to order at 2:02 PM. Interim President Wildenthal and Acting Provost Inga Musselman were in Austin for a Regents meeting. There were no announcement.

2. Approval of the Agenda
Jennifer Holmes moved to add the topic ‘Participation on Orion’ to the agenda. Todd Fletcher seconded. The motion carried. The agenda was approved as amended.

3. Approval of the May 20, 2015 Minutes
Matt Brown moved to approve the minutes as circulated. Jennifer Holmes seconded. The motion carried.

4. Approval of the May 20, 2015 Minutes
Betsy Schlobohm’s name was left off the list of attendees. Matt Brown moved to approve the minutes, amended to include Betsy Schlobohm’s name. Jennifer Holmes seconded. The motion carried.

5. Speaker’s Report – Tim Redman
1. Speaker Redman expressed his appreciation to David Cordell, Murray Leaf and Richard Scotch for all of their help during his 11 weeks in Italy.
2. Speaker Redman will suggest to Council at its next meeting to revise the Committee on Committee’s charge to include the Student Government President or his/her designee as a member.
3. Speaker Redman noted he will also suggest to Council at its next meeting to have the Wellness Committee Charge updated to specify that Staff Council appoint the Vice Chair of the committee.

4. The September Senate meeting will take place in the Davidson Auditorium immediately following the State of the University Address on September 16, 2015. This will also be the General Faculty meeting for the University.

5. Everything else was on the agenda.

6. **Notation of Class Participation on Class Rosters in Orion— Jennifer McDowell and Beth Tolan**

   The Office of the Registrar and the Office of Financial Aid will implement a new process this fall 2015. The new process requires faculty to notate participation on the class roster in the Faculty Center in Orion.

   An email from the Office of the Registrar will be sent on the first day of classes to all faculty teaching in Fall 2015. The email requests faculty to log on to Galaxy/Orion, review the class roster, and notate participation in class ideally by Census Day with completion by the 20th class day. Faculty that do not notate participation on the class roster in Orion will continue to receive periodic reminders via email through the 20th class day. A final report of the notation of participation will be shared with the appropriate dean, the Undergraduate or Graduate Dean, and the Office of Financial Aid.

   Participation includes physically attending a class session, turning in an assignment or exam, posting on a course discussion board, or communicating with a course instructor about a course-related topic. Should a faculty member need assistance determining participation, the Office of Financial Aid will provide assistance. Contact A.J. Garcia, Sr. Associate Director, X4024 or amg011700@utdallas.edu.

   Further information was provided in a handout. It is included in Appendix A.

7. **Student Government Liaison Report**

   Student Government is in the process of appointing student members to Senate and University Committees. SG is working to set up a Snapchat filter for the university. They are working to improve security when workers come to students’ doors. SG helped with new student dorm move in. SG spoke at new student, transfer, and international orientations. SG is currently working on a “Hammocking” policy for campus. This will allow students to set up hammocks on campus trees. Once completed it will be brought before Council and Senate.

8. **CEP Proposals- Suresh Radhakrishnan**

   The Committee representative presented the following committee report

   EPPS 6353- Ethics Course for EPPS is a required course for a masters methodology degree. It was already placed into the Fall 2015 catalog. CEP held an email vote. The approval vote was unanimous. CEP moved to approve.

   Matt Brown moved that the course be postponed until a policy could be developed. During the following discussion it was noted that the concern was not with the course itself, but with how other schools are creating very similar courses in their schools. There was no second. A vote to approve the course was called. The motioned carried with 3 opposed votes.

9. **SACS Recommendations- Serenity King**
Serenity King gave the Senate an update regarding the university's accreditation with regional accrediting agency, SACSCOC. The university has been in a monitoring period, which began in 2013 due to a student complaint. The university has been cleared on all of the principles relating to the original inquiry except Principle 3.3.1.1., institutional effectiveness of educational programs, otherwise known as "the academic assessment principle." The University is required to submit a Third Monitoring Report to SACSCOC in early October. This necessitates that the assessment reports and plans, which faculty are typically not required to submit to the Assessment Office until late October be submitted instead by September 4th. Serenity expressed that there could be dire consequences should the university not be found in compliance based on this Third Monitoring Report. It is therefore vital that the assessment materials be submitted on time and correctly.

10. Follow Up on 60X30TX Strategic Plan – Serenity King
In the spring a draft was distributed for comment. The document that was distributed prior to the meeting for review is the finalized document, and will be implemented. The portion that was highlighted of import to faculty was the “Marketable Skills Requirement”. Each certificate, undergraduate, and graduate program must have a listing of their ‘Marketable Skills’. Dr. Leaf is working with his counterparts in Faculty Senates across the state to see if they can draft an alternative. Serenity King further recommended that faculty survey their students on what they think the marketable skill actually would be within their respective programs.

11. April Caucus Meeting Minutes
Betsy Schlobohm moved to approve the April caucus minutes. R. Chandrasekaran seconded. The motion carried.
Speaker Redman submitted a list of suggestions on what the Senate should focus on for the coming year.
1) The review of salary compression and inversion must be revived. Richard Scotch has taken on this concern. A report could be ready for the December or January meeting.
2) The Committee on Diversity and Equity, and Calvin Jamison’s office will be have been asked to address the family and child issues on campus.
3) There continues to be intellectual property concerns. The concerns will be directed to the Intellectual Property committee, and Vice Speaker Leaf will continue to work at the UT System level.
4) Space issues continues to be a serious concern. The Senate cannot directly affect this concern but is open to recommendations.
5) To address the concerns of Matt Brown and other, the topic of increasing cross school curriculum cooperation has been directed to the Committee on Educational Policy.
6) The possibility of credit unions, similar to those at UT Austin will be turned over to Calvin Jamison and Terry Pankratz offices for a feasibility study.
7) The Committee on School and Departmental procedures will review the individual school acceptance requirements. It will also be reviewed by the Academic Council.
8) The University Safety and Security Council was charged with reviewing the current campus safety and security.
9) Vice Speaker Leaf will also be working on a policy that any faculty on Dean search committees should come from the senate members.
10) The concern of Non-Tenure Track contract issues is progressing but it is not at 100% yet. However hard work from the 3+3+3 committee has achieved a start.

12. Updates to Committee Charges
Liz Salter moved to approve the amendments to the Committee on Effective Teaching Charge. Betsy Schlobohm seconded. The motion carried.
Matt Brown moved to approve the amendments to the Committee on Learning Management Systems. Betsy Schlobohm seconded. The motion carried.
Murray Leaf moved to approve the amendments to the Committee on Qualifications of Academic Personnel. Mustapha Ishak-Boushaki seconded. The motion carried.
Liz Salter moved to approve the amendments to the Committee on Student Scholarships. Betsy Schlobohm seconded. The motion carried.

13. Committee on Committee Appointments
The appointment of Tony Champagne to the University Research Integrity Committee was amended to Todd Sandler. The appointment of Dean Bert Moore as chair and Poras Balsara as vice chair of the University Committee on School and Departmental procedures was amended to reflect Dean Moore as vice chair and Dr. Balsara as chair. Greg Dess moved to approve the amended appointments. Liz Salter seconded. The motion carried.

14. Adjournment
There being no further business, Greg Dess moved adjourn the meeting. Matt Brown seconded. The motion carried. The meeting adjourned at 3:18 PM.

APPROVED: ___________________________ DATE: ______________
Tim Redman
Speaker of the Faculty
The Office of the Registrar and the Office of Financial Aid will implement a new process this fall 2015. The new process requires faculty to notate participation began on the class roster in the Faculty Center in Orion.

An email from the Office of the Registrar will be sent on the first day of classes to all faculty teaching in fall 2015. The email requests faculty to log on to Galaxy/Orion, review the class roster, and notate participation in class ideally by Census Day with completion by the 20th class day. Faculty that do not notate participation on the class roster in Orion will continue to receive periodic kind reminders via email through the 20th class day. A final report of the notation of participation will be shared with the appropriate dean, Undergraduate or Graduate Dean, and the Office of Financial Aid.

Participation includes physically attending a class session, turning in an assignment or exam, posting on a course discussion board, or communicating with a course instructor about a course-related topic. Should a faculty member need assistance determining participation, the Office of Financial Aid will provide assistance. Contact A.J. Garcia, Sr. Associate Director, X4024 or amg011700@utdallas.edu.

FAQs

Do you have a step by step example of how to do this?

The step by step instructions will be listed in the email.

I have a large class and this will be impossible to record attendance for every student.

Attendance is not the only way to determine participation. Please review the examples of participation. Additionally, there is a button on the class roster that states “select all as participated”. Then, you can go and select the few that have not participated according to the participation description.

I am teaching an independent study. Do I need to complete the class roster for participation?

Yes. Meeting with or emailing the student regarding the work required for independent study is an example of participation by the student.

I had a student not participating, but the student began participation around midterm after the 20th class day. What do I do?

A student that was not participating and at midterm began participation should be updated appropriately on your class roster in Orion. Additionally, you would apply an appropriate midterm grade. At the end of the term, if the student failed the class, the student would receive a grade of “F”. A grade of “NF” is only used if the student did not participate at all in the course.
Item 6: Faculty Advisory Council Report
Thursday, Sept 3.
Introductions and Review of August BOR Meeting Approval of minutes of meeting of April 2015 and Strategic Planning

The meeting began with new members introducing themselves. The new chair, Ann Killary, described the meeting of faculty advisory council members with Board of Regents. Regents allowed nearly a full hour for the faculty advisory Council. For the first time the incoming chair was accompanied buy several other members of the executive board. Dr. Killary was very pleased with their reception.

The Faculty Advisory Council was concerned about the new Regents Rule on intellectual property. Dr. Killary said that she and other members of the executive committee had discussed this with Dr. Daniel and others. It wasn't clear if these others included members of the Board. The FAC had been promised multiple times by System officials under Chancellor Cigarroa and Chancellor McRaven that no new rule would be adopted without FAC involvement. There was no such involvement. Killary said that they discussed withdrawing the resolution from the agenda so the FAC could discuss it, but decided or agreed not to. Killary reported that Patricia Hurn had argued that it would be better to go ahead with the Rule as now approved and try to adjust the UT system policy that would implement it to address faculty concerns. The rule might be “tweaked” later as a result of the discussions. She also noted Dr. Hurn would be on the agenda the following afternoon when this could be discussed.

Dr. Killary also said that the members of the executive committee had reminded Dr. Hurn of previous FAC resolutions, responding the Regents Task Force on intellectual property. These asked the System to affirm the legal principle that the creation belonged to the creator. She said that Dr. Hurn said that they had considered the resolutions but rejected them.

I proposed sending Dr. Daniel and the Chancellor the alternative Regents Rule that I had drafted and the FAC had discussed. This would leave no ambiguity about the kind of rule that the FAC was recommending. No one objected to the content of the alternative Rule, but apparently I was the only one willing to send it. Two members spoke against sending it on grounds that it was "idealistic" and that we should be"pragmatic." Most of the FAC appeared to agree.

The first guest was Dr. David Troutman, Director for Strategic Initiatives. Discussion focused on how to implement an initiative of Chancellor McRaven to find measures of student success other than or in addition to graduation rates. This had been discussed with members of the FAC Executive Board before the meeting. Their response was to offer to do an analysis of student records to relate possible measures of success to various student demographic characteristics. Dr. Troutman's office we'll do the analysis if members of the back can't specify what it should look at. The FAC as a whole seems quite enthusiastic about this.
The next guest was Dr. Steve Leslie, the new EVC Academic Affairs replacing Pedro Reyes. This was his first meeting with the group. Discussion was general and friendly. Dr. Leslie stressed that he and the chancellor valued shared governance.

The next conversation was with Dr. Raymond Greenberg, EVC Health Affairs, via video link. Dr. Greenberg also stressed the importance of shared governance. I think it was in this discussion that representatives from MD Anderson described the effect on the chancellor’s visit there in which he seems to have told the president in very plain language to cooperate seriously with their faculty governance organization. The consequence was that they set up a “shared governance” council consisting of eleven members, four of whom were from their faculty governance body. There was some discussion of making this a general pattern for all universities. I and others argued against it on the grounds that it would fit constructively all of the diverse governance systems that presently exist. Instead, the FAC agreed to ask the Governance Committee to design a survey of the members to ascertain what they now have.

Members summarize their Campus Reports. The order of speaking put health campuses first. The most common theme was, again, the need for shared governance.

The rest of the day was devoted to committee meetings. I attended governance. David Cordell co-chaired Academic Affairs and Faculty Quality. These meetings resumed the next morning.

Friday, Sept 4

Results from the Committee meetings were presented and discussed. The Governance committee proposed a simple survey of shared governance. The FAC accepted their recommendation.

The FAC discussed the Regents Rule on IP. Several members from health campuses argued that it would not encourage commercialization; it would discourage it. Members generally agreed that it was “appalling.” But there was no agreement on a response except to wait for what Dr. Hurn would say later in the day. My draft alternative rule was again deemed not “pragmatic.”

The FAC approved a resolution to ask the Regents to provide a type of bridge funding for faculty on the health campuses, in view of the reduction in funding from the NIH.

The FAC also approved asking campuses to respond to a question from Dan Sharphorn, director of the Office of General Council concerning a proposed modification of the Criminal Background Check Policy. The Regents would like it to capture information on whether a prospective employee had been involved in sexual assault or harassment. The present policy does not do this unless the person was convicted of such conduct in a criminal proceeding. OGC is considering three possibilities. There are: 1. Should we have a criminal background check form that specifically asks whether an applicant has been subject to any action for sexual misconduct. This would not be part of the usual criminal background check information, because it does not only refer to criminal charges. It can also mean disciplinary action within the the Employing organization. 2. Alternatively, should we ask prospective employees whether they have been subject to such action. If day Report that they were not, and if they subsequently engage in such action and we find out that they did have equivalent problems at a previous institution, Under our present rules that would be grounds for immediate dismissal. Lying on an
application form is grounds for dismissal. Or 3. Ignore the problem/do nothing. The Governance
committee had considered the question and thought that the best option was clearly 2, but since
Mr. Sharpnorn had asked that the question be referred to the campuses, the FAC decided that
they would do so without making their own recommendation.

The next guest was Tony Cucolo, AVC for Leadership Dev. & Veterans Affairs - Strategic
Assessment. Mr. Cucolo is a retired Lt. General, army, and among other things has headed the
Army War College. He stressed the Chancellor’s concern with introducing more training for
“leadership” and that this leadership was for service—“to Texas, the nation, and humanity.”
The FAC voiced encouragement. He also said he was visiting faculty on all campuses.
Members advised him to be sure to explicitly ask to meet members of the Faculty Senates.
Evidently, he thought he was doing so at one campus but was not.

The Final discussion was with Dr. Patricia Hurn, VC, Technology Transfer and Health Affairs.
The topic was the new Regent’s Rule on intellectual property. Dr. Killary introduced Dr. Hurn
by saying that we should let her speak without interrupting her with questions. She spoke. She
stands by all of it. She regards it as a useful simplification that boils down the six previously
confusing rules to one clear one. She began by referring to the preamble and saying that what it
says was “fact.” It was not clear exactly what she was referring to but the main point of the
preamble that was not there and previous documents is that “discovery commercialization” is a
“core mission” of the University.

In discussion, several members reiterated that the rule would not accomplish its intended
purpose. It would not encourage commercialization but would rather discourage it. Other
members objected to the stated sharing of royalties, and lack of flexibility and possible
arrangements. No one, however, challenged the larger claims that the Regents own all
intellectual property created by faculty in “the course and scope of their employment,” that all
inventions must be disclosed to the Regents, and that they claim the right to prohibit a faculty
member from further work or from publishing what they have done. She took notes. With
respect to questions regarding teaching materials, she pointed to section 7, which says that “the
Board of Regents will not assert an ownership interest in the copyright of scholarly or
educational materials, artworks, musical compositions and literary works related to the author's
academic or professional field, regardless of the medium of expression.” She immediately went
on to add, however, that the committee considered saying more about claiming rights ownership
of copyrights but decided it was too complex complicated and put it off for later. It was clearly
possible in her view, that they would claim ownership of copyrighted material at some time in
the future.

Late in this discussion, I asked if the Rule actually was actually aimed only at multimillion dollar
contracts for pharmaceuticals, especially where there might be multiple inventors. I don't
remember my exact words. The reason for the question is that this seems is the present thrust at
MD Anderson. Their OTT apparently has a policy that it will not support a patent application for
anything expected to yield less than $1 million. Dr. Hearn said it was. I asked if that meant the
System was not interested in claiming ownership of inventions of no immediate commercial
value, which the faculty might seek to patent in order maintain intellectual control of their
research. She said yes; it was not interested. This seems to show a glimmering of a way forward.
Dr. Hurn listed four committees or discussions that she invited the FAC to send members to participate in. These included a committee to draft a UT system policy to implement the regents rule.

The FAC did not discuss the Coordinating Board’s strategic plan titled 60 X 30 TX. I suspect, however, that the FACs concern with it was one of the reasons they responded so warmly to Mr. Cucolo’s statement that the Chancellor considered that the primary purpose of higher education is to prepare people to serve others, not to provide “job skills.”

After the full meeting adjourned the Executive Committee met. They appointed members of the committees that Dr. Ahern described. David Cordell attended the meeting.
1. Title

Intellectual Property: Preamble, Scope, Authority

2. Rule and Regulation

Sec. 1 Preamble. This intellectual property Rule is intended to serve the public good, promote partnerships with the private sector, encourage innovation, promote the engagement of faculty, staff and students in research, and foster economic development. The Board of Regents recognizes the high importance of discovery commercialization as a core mission. U. T. System recognizes that it will attract more collaborative research supported by industry if timely and efficient processes exist to manage intellectual property.

This Rule is intended to be adaptable to the highly varied circumstances that characterize the private sector and the portfolio of research at U. T. System institutions. In all cases, U. T. System institutions will strive to enable the ease of intellectual property creation, protection, management and transfer to the private sector and society within an environment that promotes the highest quality and integrity of academic activity, teaching and research.

U. T. System is guided by the following fundamental principles on intellectual property:

1.1 The successful deployment of intellectual property developed through teaching, research, discovery, creative activities and application of knowledge, whether through sponsored research, licensing or other types of transactions or arrangements, allows for knowledge and technology to be disseminated to benefit the broad public and comports with the mission of the U. T. System;

1.2 Sponsored research is very important to the vitality and competitiveness of U. T. System institutions, the State of Texas and our nation. All U. T. System institutions shall (a) encourage and strengthen
university-industry partnerships; (b) efficiently and expeditiously manage intellectual property created from these partnerships; and (c) remain understanding, flexible and open to the varied circumstances and needs of potential industry sponsors;

1.3 U. T. System institutions should expect that when industry is underwriting sponsored research, industry commences negotiations with the expectation of speed in the execution of critical agreements, clear financial outcomes and ownership rights in, or appropriate access to, intellectual property resulting from the work;

1.4 Sponsored research is frequently tightly integrated with the educational mission at many U. T. System institutions but must not abridge publication and research rights, impinge upon the dissemination of research results, including student theses and dissertations, nor diminish an environment of academic and research integrity;

1.5 The primary research-related duties of members of the faculty at U. T. System institutions are to teach, study, investigate, discover, create, disseminate, develop professionally and infuse new knowledge into their classes and student interaction;

1.6 Commercialization of technology enhances the reputation of the U. T. System and enables transformation of knowledge into the marketplace; and

1.7 Compliance with all applicable federal laws and regulations, the Texas Constitution and other applicable laws of the State of Texas is essential for successful U. T. System technology commercialization.
Sec. 2 Ownership of Intellectual Property. Except as set forth in Section 5, the Board of Regents automatically owns the intellectual property created by individuals subject to this Rule, yet recognizes the importance of discovery commercialization. In appropriate circumstances concerning intellectual property resulting from research supported by (a) an entirely private, nongovernmental grant or contract with a nonprofit or for-profit entity, or (b) an entirely private gift or grant to the U. T. System or any U. T. System institution, as set forth in Section 12.1, the U. T. System or a U. T. System institution may enter into an agreement to transfer the Board of Regents' rights in intellectual property to third parties. For purposes of this Rule, intellectual property includes, but is not limited to, any invention, discovery, creation, know-how, trade secret, technology, scientific or technological development, research data, work of authorship and software, regardless of whether subject to protection under patent, trademark, copyright or other laws.

Sec. 3 Individuals Subject to this Rule. While students are governed by Section 6, this Rule applies to all persons employed by the U. T. System or any U. T. System institution, as well as to anyone using the facilities or resources of the U. T. System or any U. T. System institution. All individuals subject to this Rule must assign, and do hereby assign, their rights in such intellectual property to the Board of Regents, and such individuals shall promptly execute and deliver all documents and other instruments as are reasonably necessary to reflect the Board of Regents' ownership of such intellectual property. A creator of intellectual property owned by the Board of Regents has no independent right or authority to convey, assign, encumber or license such intellectual property other than to the Board of Regents. U. T. System institutions may promulgate institutional rules, regulations or policies defining the course and scope of employment for persons or classes of persons and specifying that authorized outside employment is or is not within an employee's course and scope of employment.

Sec. 4 Intellectual Property Subject to this Rule. Intellectual property (a) developed within the course and scope of employment of the individual, (b) resulting from activities performed on U. T. System time or with support of State funds, or (c) resulting from
using facilities or resources owned by the U. T. System or any U. T. System institution (other than incidental use) is owned by the Board of Regents.

Sec. 5 Intellectual Property Not Subject to this Rule. Intellectual property developed or created by a U. T. System employee outside the course and scope of employment of the individual that is developed or created on his/her own time and without the support of the U. T. System or any U. T. System institution or use of their facilities or resources, is the exclusive property of the creator.

Sec. 6 Students and Intellectual Property. A student enrolled at a U. T. System institution, such as in an undergraduate or graduate degree program or certificate program, including a post-doctoral and pre-doctoral fellow, owns the intellectual property he or she creates (a) in courses, (b) during extra-curricular activities, and (c) while using the resources and facilities of U. T. System institutions commonly provided for a student’s use and for which a student has paid tuition and fees, unless:

6.1 The student is also an employee of the U. T. System or any U. T. System institution and the intellectual property is developed within the course and scope of his or her employment, in which case the provisions of this Rule relating to employees shall apply;

6.2 The student works on a work for hire or institutional project as described by Section 8, in which case Section 8 governs that work;

6.3 The student participates in a research project where any intellectual property created under that project has already been committed to, or encumbered by an agreement with, a governmental, philanthropic, corporate or other sponsor, including a sponsor as described in Section 12.1; or

6.4 The student jointly creates the intellectual property with a non-student, in which case this Rule (other than Section 6) and applicable law dictate ownership
of the intellectual property as if the student was a non-student described in Section 3.

Sec. 7 Interest in Certain Copyrights. Notwithstanding Section 2 but subject to Section 12, the Board of Regents will not assert an ownership interest in the copyright of scholarly or educational materials, artworks, musical compositions and literary works related to the author’s academic or professional field, regardless of the medium of expression. Such creators are encouraged to manage their copyrights in accordance with the guidelines concerning management and marketing of copyrighted works consistent with applicable institutional policies.

As the Board of Regents has done historically, as reasonably required for the limited purpose of continuing an institution’s scheduled course offerings, the Board of Regents retains for one year following the loss of a course instructor’s services a fully paid-up, royalty-free, nonexclusive worldwide license to use, copy, distribute, display, perform and create derivative works of materials prepared by the instructor (including lectures, lecture notes, syllabi, study guides, bibliographies, visual aids, images, diagrams, multimedia presentations, examinations, web-ready content and educational software) for use in teaching a course.

Sec. 8 Works for Hire and Institutional Projects. Notwithstanding any provisions of Sections 6 or 7 to the contrary, the Board of Regents shall have sole ownership of all intellectual property created by (a) an employee, student, or other individual or entity commissioned, required, authorized or hired specifically to produce such intellectual property by the U. T. System or any U. T. System institution, and (b) an employee, student or other individual as part of an institutional project. The provisions of Section 11.5 shall not apply to intellectual property governed by this Section unless approved by the institution or U. T. System Administration in a written agreement.

Sec. 9 Use of Research Data. Research data or results created by an employee are owned by the Board of Regents and except to the extent that rights to such research data are contractually assigned or licensed to another by the Board of Regents, the
creator shall have a nonexclusive license to use such data for patient care, teaching, scholarly and other academically related purposes and nonprofit research, provided such activities are within the scope of the employee's employment.

Sec. 10 Use of Facilities and Resources. Other than in connection with student-owned intellectual property governed by Section 6, U. T. System and U. T. System institution facilities and resources may not be used (a) to create, develop or commercialize intellectual property outside the course and scope of employment of an individual, or (b) to further develop or commercialize intellectual properties that have been released to an inventor by the Board of Regents under Section 11.2, except as the institution's president may approve in writing where the U. T. System retains an interest under the terms of the release.

Sec. 11 Invention Disclosure and Commercialization.

11.1 Determination of the Board of Regents’ Interest. Before intellectual property owned by the Board of Regents is disclosed to any party outside the U. T. System, to the public generally, or for commercial purposes, and before publishing same, the creator shall submit a reasonably complete and detailed invention disclosure of such intellectual property to the president (or designee) of his or her institution for determination of the Board of Regents’ interest. The institution will regularly and promptly communicate with the creator during this decision-making process and the creator shall not proceed with any disclosure, commercialization or publication until that decision is made.

11.2 Election Not to Assert Ownership Interest. If the institution’s president elects not to assert the Board of Regents’ ownership interest, the institution’s president shall notify the U. T. System Office of General Counsel and the primary creator in writing within 20 business days after the decision is made that the institution will release the intellectual property to the creator, except where prohibited by law or contractual
obligations or requirements. Thereafter, the creator will be free to obtain and exploit a patent or other intellectual property protection in his or her own right and the U. T. System and U. T. System institutions shall not have any further rights, obligations or duties with respect thereto except that, in appropriate circumstances, the institution’s president may elect to (a) retain income rights, and (b) impose certain limitations or obligations, including, but not limited to, a nonexclusive license for the creator, U. T. System and any U. T. System institution to use the released invention for patient care, teaching, scholarly and other academically related purposes, nonprofit research and to comply with United States government reporting and license requirements.

11.3 Later Release of Invention. Except where prohibited by law or contractual obligations or requirements, the institution’s president may elect to release an invention to its creator at any time after asserting the Board of Regents’ ownership interest, with notice to the U. T. System Office of General Counsel; however, such release must include provisions for the recovery by U. T. System of any patent and licensing expenses as well as the retention of income rights by U. T. System, and may include certain limitations or obligations, including those set forth in Section 11.2.

11.4 Protection and Commercialization of Intellectual Property. With respect to intellectual property in which the Board of Regents asserts an interest, the institution’s president, or his or her designee, shall decide how, when and where the intellectual property is to be protected and commercialized. The institution may contract with outside counsel for legal services with the prior consent of the Vice Chancellor and General Counsel and, if required by law, the approval of the Attorney General.

11.5 Reimbursement of Licensing Costs and Allocation of Income. In those instances where the U. T. System or
any U. T. System institution licenses rights in intellectual property to third parties, the costs of licensing, including, but not limited to, the costs to operate and support a technology transfer office and the costs of obtaining a patent or other protection for the property on behalf of the Board of Regents must first be recaptured from any royalties or other license payments received by the U. T. System or any U. T. System institution. The remainder of any such income (including, but not limited to, license fees, prepaid royalties, minimum royalties, running royalties, milestone payments and sublicense payments) shall be divided as follows:

- 30-50% to creator(s), and
- 50-70% to U. T. System institutions.

The U. T. System or the U. T. System institution licensing rights in intellectual property to third parties shall decide on a case-by-case basis the allocation of income within these ranges for all creators, with the remainder to be disbursed to and/or retained by the U. T. System or the applicable U. T. System institution. A creator may, however, disclaim his/her interest in such income, in which case the institution shall receive and/or retain the creator’s share and shall decide, in its sole discretion, if, how and when to disburse such income. Income received and/or retained by the U. T. System or any U. T. System institution from any intellectual property shall be used by the U. T. System institution where the intellectual property originated.

Sec. 12  Sponsored Research.

12.1  Private Sources. Intellectual property resulting from research supported by private sources is owned by the Board of Regents. However, with respect to intellectual property resulting from research entirely supported by (a) a private, nongovernmental grant or contract with a nonprofit or for-profit entity, or (b) a private gift or grant to
the U. T. System or any U. T. System institution, if otherwise permitted by this Rule, applicable law and Section 12.3, the U. T. System and U. T. System institutions are permitted and encouraged to negotiate an agreement acceptable to U. T. System Administration or applicable U. T. System institution transferring the Board of Regents’ ownership rights or other rights in the intellectual property resulting from such arrangements to the sponsor or the sponsor’s designee. Any such agreement shall be negotiated:

(a) In accordance with the sponsor’s needs and preferences, as best may be accomplished;

(b) With flexibility and adaptability in mind; and

(c) In a timely, cooperative and efficient manner.

12.2 Public Sources. Intellectual property resulting from research supported by a grant or contract with the government (federal and/or state) or an agency thereof is owned by the Board of Regents.

12.3 Nonconformance with Intellectual Property Guidelines. Approval by a U. T. System institution under Section 15.2 of grants and contracts containing ownership and other provisions inconsistent with this Rule and other policies and guidelines adopted by the Board of Regents, including, but not limited to, UTS 125, is permissible, as it implies a decision that the benefit and value to the U. T. System or any U. T. System institution from receiving the grant or performing the contract outweighs the impact of any nonconforming provisions on the intellectual property policies and guidelines of the U. T. System or any U. T. System institution, such as UTS 125.

12.4 Conflicting Provisions. Subject to approval as described in Section 12.3, the intellectual property policies and guidelines of the U. T. System or any U. T. System institution are subject to, and thus amended and superseded by, the specific terms pertaining to
intellectual property rights included in state and/or federal grants and contracts, or grants and contracts with nonprofit and for-profit nongovernmental entities or private donors, to the extent of any such conflict.

12.5 Cooperation with Necessary Assignments. Those persons subject to this Rule whose intellectual property creations result from (a) a grant or contract with the government (federal and/or state), or any agency thereof, (b) a grant or contract with a nonprofit or for-profit nongovernmental entity, or (c) private gift to the U. T. System or any U. T. System institution, shall promptly execute and deliver such documents and other instruments as are reasonably necessary for the U. T. System or any U. T. System institution to discharge its obligations, expressed or implied, under the particular agreement.

12.6 Sharing of Royalty Income. In the event that two or more persons who are entitled to share royalty income or equity cannot agree in writing on an appropriate sharing arrangement, the institution’s president shall determine that portion of the royalty income (or equity) to which the creators are entitled under the circumstances and such amount will be distributed (or issued) to them accordingly. In the event that the creators are located at two or more U. T. System institutions and cannot agree, such royalty (or equity) distribution decision shall be made by the involved institutions’ presidents (or their respective designees). In the further event that the involved presidents cannot agree, then the Chancellor shall decide and his/her decision shall be binding on the creators.

12.7 Geographical Scope of Protection. A decision by the U. T. System or any U. T. System institution to seek patent or other available protection for intellectual property covered by Section 9 shall not obligate the U. T. System or any U. T. System institution to pursue such protection in all national jurisdictions. The U. T. System’s decision
relating to the geographical scope and duration of such protection shall be final.

Sec. 13 Equity Interests.

13.1 Agreements with Business Entities. The U. T. System or any U. T. System institution may receive equity interests as partial or total compensation for the conveyance of intellectual property rights. The institution where the intellectual property was created may elect, at its sole option and discretion, to share an equity interest, dividend income, or a percentage of the proceeds of the sale of an equity interest with the creator(s). The U. T. System or any U. T. System institution may also receive equity interests in a business entity as consideration for the institution's role as a founder, or for other contributions made to the business entity other than as a licensor, and institution shall not be obligated to share such equity interests with the creator(s). The U. T. System or any U. T. System institution may also, but shall not be obligated to, negotiate an equity interest on behalf of any employee who conceived, created, discovered, invented or developed intellectual property owned by the Board of Regents that is the subject of an agreement between the U. T. System or any U. T. System institution and a business entity relating thereto.

13.2 Creator Holding Equity and Managing Conflict of Interest. Employees of the U. T. System Administration or any U. T. System institution who conceive, create, discover, invent or develop intellectual property may hold an equity interest in a business entity that has an agreement with the U. T. System or any U. T. System institution relating to the research, development, licensing or exploitation of that intellectual property only so long as the institution where the intellectual property was developed is in full compliance with the requirement to have, implement and enforce for that employee an effective conflict of
interest management plan approved by the institution's president, the Office of General Counsel and the respective Executive Vice Chancellor as set forth in the U. T. System's Procedure for Managing Conflicts of Interest. In any case where an actual conflict of interest is found, the employee may be required to divest the equity interest or terminate affected research.

Sec. 14 Conflicts of Interest.

14.1 Approval to Serve as Officer or Director. Any individual subject to Sections 2, 3, 4 or 8 who conceives, creates, discovers, invents or develops intellectual property may serve, in his/her individual capacity, as a member of the board of directors or other governing board, or as an officer or an employee (other than as a consultant), of a business entity that has an agreement with the U. T. System or any U. T. System institution relating to the research, development, licensing or exploitation of that intellectual property only so long as the institution where the intellectual property was developed is in full compliance with the requirement to have, implement and enforce for that individual an effective conflict of interest management plan approved by the institution's president, the Office of General Counsel and the respective Executive Vice Chancellor as set forth in the U. T. System’s Procedure for Managing Conflicts of Interest. In any case where an actual conflict of interest is found, the individual may be required to terminate the business relationship or the relevant research.

14.2 Request for Employee to Serve as Officer or Director. When requested by the Board of Regents, an employee may serve on behalf of the Board of Regents as a member of the board of directors or other governing board of a business entity that has an agreement with the U. T. System or any U. T. System institution relating to the research, development,
licensing or exploitation of intellectual property, but may not accept any consideration offered for service on such board.

14.3 Report of Equity Interest and Service as Officer or Director. Any individual subject to this Rule or this Section must report in writing to the president of the institution the name of any business entity in which the person has an interest or for which the person serves as a director, officer or employee, and shall be responsible for submitting a revised written report upon any change in the interest or position held by such person in such business entity. The U. T. System institution or its office of technology commercialization will file a report by October 1 of each year with the Office of the Board of Regents for transmittal to the Comptroller of Public Accounts as required by Section 51.912 and Section 51.005, Texas Education Code.

Sec. 15 Execution of Documents Related to Intellectual Property.

15.1 Execution of Agreements. Agreements that grant an interest in the Board of Regents' intellectual property, including, but not limited to, option and license agreements and contracts with corporate sponsors, may be executed and delivered in accordance with the provisions of the Regents' Rule 10501, after any required review by the U. T. System Office of General Counsel.

15.2 Agreements That Do Not Conform to the Rules. Any agreement that deviates substantially from this Rule or other policies and guidelines adopted by the Board of Regents, including, but not limited to, UTS 125, may be executed and delivered as set forth above if, in the judgment of the institution's president and after any required review by the U. T. System Office of General Counsel, the benefits from the level of funding for proposed research and/or other consideration from a sponsor, licensee or other party
outweigh any potential disadvantage that may result from the deviation.

15.3 Delegation of Authority. The Chancellor, the appropriate Executive Vice Chancellor, or the Vice Chancellor and General Counsel may execute, on behalf of the Board of Regents, legal documents relating to the Board of Regents’ rights in intellectual property, including, but not limited to, assignments of ownership, applications, declarations, affidavits, powers of attorney, disclaimers and other such documents relating to patents and copyrights; applications, declarations, affidavits, affidavits of use, powers of attorney and other such documents relating to trademarks; and corporate documents related to the formation of new companies. In addition, the institution’s president may execute, on behalf of the Board of Regents, (a) institutional applications for registration or recordation of transfers of ownership and other such documents relating to copyrights, and (b) corporate documents related to the formation of new companies if first reviewed and approved by (i) the U. T. System Office of General Counsel, or (ii) institution’s outside counsel working under a U. T. System Office of General Counsel-approved outside counsel agreement.

3. Definitions

None

4. Relevant Federal and State Statutes


Texas Education Code Section 51.005 – Reports

Texas Education Code Section 51.912 – Equity Ownership: Business Participation
Texas Education Code, Chapter 153 – Centers for Technology Development and Transfer

5. Relevant System Policies, Procedures and Forms

Regents’ Rules and Regulations, Rule 10501 – Delegation to Act on Behalf of the Board of Regents

U. T. Systemwide Policy 125 – Processing of Intellectual Property Agreements

6. Who Should Know

Administrators
Faculty
Staff
Students

7. U. T. System Administration Office(s) Responsible for Rule

Office of General Counsel

8. Dates Approved or Amended

__________ __, 2015
Editorial amendment to Number 4 made December 8, 2014
November 10, 2011
Editorial amendments made October 6, 2011
Editorial amendment to Sec. 4 made September 29, 2011
February 8, 2007
December 10, 2004

9. Contact Information

Questions or comments regarding this Rule should be directed to:

• bor@utsystem.edu
Item 8:
CEP
Recommendations
DUAL DEGREE PROGRAM AGREEMENT
BETWEEN THE SCHOOL OF ECONOMIC, POLITICAL, AND POLICY SCIENCES AT
THE UNIVERSITY OF TEXAS AT DALLAS AND
THE SCHOOL OF BUSINESS AND ECONOMICS AT
PHILIPPS–UNIVERSITÄT MARBURG, GERMANY

MASTER OF SCIENCE IN INTERNATIONAL POLITICAL ECONOMY

This Agreement is made between the School of Economic, Political, and Policy Sciences at The University of Texas at Dallas (“UT Dallas”), a component institution of the University of Texas System located in Richardson, Texas, USA, and Philipps-Universität Marburg (“Marburg”), Germany.

RECITALS

WHEREAS, The University of Texas at Dallas (hereinafter referred to as "UT Dallas") and Philipps-Universität Marburg (hereinafter referred to as "Marburg") have previously executed an Affiliation Agreement on July 31, 2009;

WHEREAS, the School of Economic, Political, and Policy Sciences at UT Dallas (hereinafter referred to as "UT Dallas EPPS") and the School of Business and Economics at Marburg (hereinafter referred to as "SBE Marburg") desire to implement the provisions of such Affiliation Agreement by providing students enrolled at UT Dallas EPPS with an educational opportunity at Marburg, and students enrolled at SBE Marburg with an educational opportunity at UT Dallas EPPS; and

WHEREAS, UT Dallas and Marburg believe that international understanding and educational opportunities of their students and faculty would be enhanced by international academic and scientific cooperation.

TERMS

In contemplation of the relationship to be established and for valuable consideration, the parties agree as follows:

1.0 Purpose of the Dual Degree Program Agreement and Definitions.

1.1 The purpose of this agreement is to record the decision and the involvement of the cooperating universities to run a dual Master of Science degree in International Political Economy, and to outline the principles and terms of their cooperation. The cooperating universities are accredited to offer Master’s programs, according to their respective national and local legislative. A description of the program can be found in Appendix II.
1.2 "Agreements" refers to this Affiliation Agreement and any Program Agreement that is executed between the parties.

1.3 "Home Institution" is a party to this Agreement that sends its faculty members and/or students to the other party (institution) for the purposes of teaching, study, and/or research.

1.4 "Host Institution" is a party to this Agreement that accepts the visiting faculty member(s) and/or student(s) from the other party (institution) for teaching, study, and/or research.

1.5 "Program Agreement" is a duly, executed agreement that sets forth the specific details of particular cooperative activities or programs that faculty or students participate in as authorized by this Agreement. Program Agreements shall not be effective until they have been reduced to writing and executed by the authorized representatives of the parties.

2.0 Term and Renewal. This Agreement shall take effect on the ___ day of ___, 20___ and shall continue in effect for an initial period of five (5) years. Consideration for the renewal of the Agreement by UT Dallas and Marburg will be based on academic outcomes of the Agreement after the initial period of five (5) years.

3.0 Admission and Graduation: The cooperating universities will form a Program Committee for the dual Master’s program, consisting of two members from each cooperating university. The Program Committee will discuss all major academic and administrative issues regarding the dual master’s program, including changes in the program description (curriculum). These will be subject to final approval by the cooperating universities.

Candidates are admitted into the program on a competitive basis to guarantee equality of opportunity. A dual Admission Committee is formed at the beginning of each program cycle to select participating students. UT Dallas EPPS and SBE Marburg shall select prospective students based on their academic excellence, facility of English, suitability of the program for the student, and serious intent of studying at SBE Marburg, respectively. Specific local admission criteria apply.1 UT Dallas EPPS, requires students to satisfy a minimum requirement on 3.5 GPA, English Proficiency, and other admission requirements. SBE Marburg requires students to have a focus on economics, satisfy a minimum marks criterion of 11 points, and an English language certificate of at least level C1 of the Common European Framework of Reference for Languages (CEFR) or equivalent.2 UT Dallas EPPS and SBE Marburg provide mutually a list of recommended students for admission to UT Dallas EPPS and SBE Marburg at least 2 months before the beginning of their intended study at their home institution.

UT Dallas and SBE Marburg will admit those students as international transfer students when their credentials meet the UT Dallas’ and Marburg’s admission requirements. UT Dallas and Marburg reserve the right on final admission decision. In case of rejection, however, UT Dallas EPPS and Marburg shall

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1 SBE Marburg students, in lieu of the GRE, will establish quantitative proficiency through their first year of coursework at SBE Marburg
2 C1 or above is equivalent to a 95 on the TOEFL ibt exam, according to ETS https://www.ets.org/toefl/institutions/scores/compare/
confer the matter with SBE Marburg and UT Dallas EPPS, respectively. Marburg students will be subject to admission and graduation requirements according to the UT Dallas Catalog of Graduate Studies. Marburg/UT Dallas is authorized to issue its diploma in accordance with local technical and administrative guidelines and routines.

The promotion of the program is the responsibility of both partners. Both institutions agree to the use of its name and logo as well as the name of the other university for the purposes of promotional material, program literature and other documentation of the program.

4.0 Curriculum and Credits:
The dual Master’s program is named Master of Science in International Political Economy (hereafter referred to as MS IPE at UT Dallas; the official abbreviation is M.Sc. IPE at University of Marburg), and will be offered as a full time study program of 36 hours UT Dallas credits - 120 ECTS credits. The nominal length of the study is two years or four semesters.

The language of the IPE program is English. In particular, the courses and seminars will be carried out in English, examinations will be conducted in English and the Master’s thesis must be submitted in English. The cooperating universities have jointly decided upon the skills, knowledge and competencies which the graduates of the IPE program are expected to possess upon the completion of the program. The cooperating universities have agreed on a program description (curriculum) for the IPE program, outlining common objectives, admission requirements, admission procedures, core contents, curricula and structure of the program (see Appendix II and III).

UT Dallas and Marburg will evaluate the student’s record to determine which credits earned at SBE Marburg and UT Dallas EPPS, respectively, will transfer to Marburg and UT Dallas. The list of equivalent courses offered by UT Dallas EPPS and SBE Marburg is to be detailed and maintained periodically.

At least one-third of credits toward the Master of Science in International Political Economy should be earned through instruction offered by the institution awarding the degree.

Students will request host institution to send academic transcripts to their home institution, which will award credits according to home institution’s policy.

5.0 Accreditation: UT Dallas is accredited by the Southern Association of Colleges and Schools Commission on Colleges to award bachelor, master’s, and doctoral degrees. Marburg is not accredited by the SACS Commission on Colleges and the accreditation of UT Dallas does not extend to or include Marburg or its students. Further, although UT Dallas agrees to accept certain course work from Marburg to be applied toward an award from UT Dallas, that course work may not be accepted by other colleges or universities in transfer, even if it appears on a transcript from UT Dallas. The decision to accept course work in transfer from any institution is made by the institution considering the acceptance of credits or course work.

IPE at Marburg will be accredited in due course according to the German Accreditation System.

6.1 All publications resulting from the collaboration between the two institutions under Agreements must give recognition to the Agreements therein. Likewise, the Agreements must also be mentioned in all courses and formal presentations that result from collaboration under the terms hereof.

6.2 Parties agree to the exchange of publications, such as books, academic journals, and other official publications, and research information generated by either of the parties in connection with this Agreement.

6.3 Should any faculty collaboration result in any potential for intellectual property, the parties shall immediately meet through designated representatives and seek an equitable and fair understanding as to ownership and other property interests that may arise. Any such discussions shall at all times strive to preserve a harmonious and continuing relationship between the parties.

7.0 Student Expenses. All travel, living, and miscellaneous expenses incurred in attending Host Institution, including application and international student’s services fees, health insurance, meals, transportation, lodging, personal expenses, etc. shall be the responsibility of the student.

The participation of students will be based on the principles of a tuition only exchange. Based on agreed student numbers, both parties will waive an exchange student’s obligation of paying the host institution’s tuition and fees, provided that the student has paid the appropriate tuition at the home institution. The exchange mobility of the Dual Degree Program Agreement will be subject to the guidelines of the Appendix I of this Program Agreement.

8.0 Insurance. Health, medical evacuation and repatriation insurances are mandatory. Students must consult with the host institution’s international student’s services office in advance for requirement satisfaction and adequate coverage at the host institution.

9.0 Academic and Disciplinary Rules.

9.1 The parties agree that students will enjoy the same rights and privileges enjoyed by other students and faculty of the Host Institution.

9.2 The parties agree that each institution’s policies and rules covering matters of academic responsibility and standards of conduct will be applicable to students while attending the Host Institution.

9.3 If Host Institution determines after investigation that a student violated such a policy or rule while attending Host Institution, Host Institution may terminate the student member’s participation in the program.

9.4 If Home Institution determines that a student violated its policies or rules while attending Host Institution, Host Institution shall cooperate and provide Home Institution with information relating to the student’s conduct while attending the Host Institution.
10.0 **Orientation**

10.1 Home and host institutions must provide pertinent pre-arrival information to students including information regarding travel and entry, costs likely to be incurred, and any other information which will assist students to prepare for their stay at the host institution. Upon the arrival of Home students, Host Institution shall arrange and conduct a comprehensive on-site orientation program. This program shall include but is not limited to information concerning the Host Institution’s policies on academic responsibilities and standards of conduct, immigration rules that the students are required to follow while at the Host Institution, and any known, abnormally dangerous conditions on the premises or in the city or country.

10.2 Host Institution shall exercise reasonable efforts to assist Home Institution students in securing appropriate visas.

10.3 Host Institution will assist Home Institution and students to locate housing and provide other assistance to the visiting students and faculty.

11.0 **Designated Liaison.** Each party designates the following officials to serve as its liaison to coordinate and facilitate activities under the Agreements and to address any concerns or disputes that may arise relating to the terms and conditions of Agreements.

11.1 UT Dallas School of Economic, Political and Policy Sciences: Jennifer S. Holmes, Professor and Head, Public Policy & Political Economy, (GR 31), 800 W Campbell Road Richardson, TX 75080-3021, Office +01-(972) 883-6843, jholmes@utdallas.edu.

11.2 SBE Marburg: Bernd Hayo, Professor of Macroeconomics and Dean, room 201, Universitätstr. 24, 35037 Marburg, Germany, +49-(0)-6421-2823091, hayo@wiwi.uni-marburg.de.

12.0 **Non-Discrimination.** The parties agree to comply with all national, state, and local rules, regulations, executive orders, laws, and policies forbidding unlawful discrimination to which Institution is subject.

13.0 **Relationship of the Parties.** The Agreement shall not be construed to create a relationship of partners, brokers, employees, servants or agents as between the parties. The parties to the Agreement are acting as independent contractors.

14.0 **Use of Institutions’ Name; Advertising and Publicity.** Neither party shall use the other institution’s name, or any name that is likely to suggest that it is related to the other institution, in any advertising, promotion or sales literature without first obtaining the written consent of the other institution.

15.0 **Governing Law; Forum.**

15.1 All activities conducted under the Agreement must be conducted in accordance with the laws, rules, and regulations applicable to each institution. In the case of UT Dallas, these are the rules and guidelines of the Texas Higher Education Coordinating Board and the Southern Association of Colleges
and Schools Commission on Colleges as well as the laws and regulations of the State of Texas and the United States of America. In the case of Marburg, these are the laws, rules, and regulations of the Philipps-Universität Marburg, the state of Hesse and the Federal Republic of Germany.

16.0 **Waiver.** A waiver of any breach of any provision of the Agreement shall not be construed as a continuing waiver of said breach or a waiver of any other breaches of the same or other provisions of the Agreements.

17.0 **Termination.**

17.1 If either party breaches the terms and conditions of the Agreement and the parties have complied with paragraph 20 of this Agreement, the other party has the right to terminate the Agreement immediately upon written notice to the other.

17.2 Either party has the right, upon proper notice, to terminate its obligations under the Agreement for reasons of force majeure. “Force majeure” are circumstances beyond the control of an institution that effectively prevent the institution from performing its obligations under the Agreement.

17.3 Termination by one institution shall be effected by giving the other institution at least six (6) months advance written notice of its intention to terminate. If such notice is given, this Agreement shall terminate: (a) at the end of such six (6) months; or (b) when all students enrolled in a course of study pursuant to a Program Agreement at the time such notice is given have completed their respective courses of study, whichever event occurs last.

18.0 **Amendment of Agreement.** No amendment to the Agreement shall be effective unless reduced to writing and executed by the authorized representatives of UT Dallas EPPS and Marburg.

19.0 **Right of Inspection.** Parties agree that each institution shall permit the other institution to inspect facilities and services utilized in connection with any activity conducted under the Agreement.

20.0 **Resolution of Disputes.** The Agreement is based on the common trust and good faith of the parties. In case of disputes, the parties, through the liaisons designated in paragraph 11 of this Agreement, shall make a good faith effort to obtain an amicable resolution.

20.1 Should individual provisions of this agreement be ineffective or impracticable or become ineffective or impracticable after the conclusion of the agreement, this will not affect the validity of the remainder of the agreement. The ineffective or impracticable provision is to be replaced by an effective and feasible regulation the effects of which come closest to the aims that the cooperation partners pursued with the ineffective or impracticable provision. The forgoing provisions shall apply correspondingly if the agreement proves to contain omissions.
IN WITNESS WHEREOF, the authorized representative(s) of both parties have executed two copies of this Agreement on this ___ day of ______, 20__.

PHILIPPS-UNIVERSITÄT MARBURG

by __________________________
(Signature)

________________________
(Sascha Mölls)

________________________
(Dean, School of Business and Economics)

by __________________________
(Signature)

________________________
(Katharina Krause)

________________________
(President)

THE UNIVERSITY OF TEXAS AT DALLAS

by __________________________
(Signature)

____________________________________
Denis Dean

____________________________________
Dean, School of Economic, Political, and Policy Sciences

by __________________________
(Signature)

____________________________________
Hobson Wildenthal

____________________________________
Executive Vice President and Provost
DUAL DEGREE PROGRAM AGREEMENT
BETWEEN THE SCHOOL OF ECONOMIC, POLITICAL, AND POLICY SCIENCES AT
THE UNIVERSITY OF TEXAS AT DALLAS AND
THE SCHOOL OF BUSINESS AND ECONOMICS AT PHILIPPS – UNIVERSITÄT
MARBURG, GERMANY

MASTER OF SCIENCE IN INTERNATIONAL POLITICAL ECONOMY

Appendix I

1. Exchange of Students

Parties shall exchange students as determined on a case-by-case reciprocal basis for long
semesters: Fall and Spring.

1.1. UT Dallas shall notify Marburg of the number of students selected by UT Dallas to participate in the
Program on or before 1 April of each year for the following academic year, beginning in the
semester of Fall.
1.2. Marburg shall notify UT Dallas of the number of students selected by Marburg to participate in the
Program on or before 1 April of each year for the following academic year, beginning in the
semester of Fall.

2. Academic Status of Students

Students will remain registered at their home institutions for the duration of their exchange.
Students will be enrolled as full time students:

• UT Dallas full time enrollment requires at least nine (9) UT Dallas credit hours per semester.
• Marburg full time enrollment requires at least thirty (30) Marburg ECTS credits per
semester.

3. Balancing the Exchange

Parity in number of exchange students is one of the objectives of the agreement. However, each
party should be prepared to consider a disparity in any given academic year during the period of
this agreement. If the number of students exchanged between the institutions is not in balance
each year, a balance should be achieved over the five (5) year period of this Dual Degree
Program Agreement.

The balance of the exchange of students will be exclusive of this Dual Degree Program
Agreement and will not interfere with the Student Exchange Program Agreement between UT
Dallas and Marburg balance.
Appendix II

1. Program description

1.1 Study focus

International Political Economy (IPE) is concerned with analysing international economic and political relations. This includes the economic world order as well as regional developments. On the one hand, it deals with typical themes of International Relations Theory, such as the distribution of power, on the other hand, it focuses on economic issues. Currently, Economics and Political Science appear as rather distinct social sciences, which is unfortunate given the subject matter. While it is desirable to study the interplay of global forces at the world level, it is important to emphasise that international affairs affect domestic affairs and vice versa. Hence IPE should be related to both domestic politics as well as to those fields of economics which cover national economic questions. In many instances, treating international actors, especially states, as unitary agents is often not satisfactory and adopting a comparative politics perspective might be much more productive.

Core aspects of the international economic system are trade relations, monetary system, regional economic integration, North-South Relations, and globalisation. These need to be analysed and discussed. Moreover, the international economic system evolves over time, and these changes have to be taken into account, too.

Important changes affecting the political and economic landscape over the last 25 years are: (i) the end of the cold war. Many instruments of international relations, including economic instruments, were used in this power struggle. Now these instruments can be used to pursue other goals. (ii) The expansion of market economies. As a result of the collapse of Communism, the market economy became the dominant way to organising the economic system of countries. (iii) Financial markets development. Many countries removed restrictions on capital ex- and import. Together with the development of new financial instruments this led to an unprecedented increase in financial flows. However, the financial crisis in 2007 illustrated that the international integration of capital markets led to a situation where regional economic shocks, such as the collapse of the lower-end housing market in the US, seriously affected many other countries. (iv) Regionalism as economic strategy. Led by the European Union, a number of regional integration schemes have evolved, for instance NAFTA and Mercosur. While the introduction of a common currency in Europe seemed to mark the road towards ever closer economic ties, the recent European debt crisis has been stretching European integration to its limits. (v) Globalisation. Spurred by the increase in foreign direct investment, and further accelerated by portfolio investment and trade flows, globalisation became a major aspect in the economic and political debate. In addition to the economic dynamics generated by globalisation, important issues regarding national sovereignty and economic policy are raised.
1.2 Study profile

The MS IPE is an interdisciplinary-oriented study programme and combines various components from economics and political science. It especially emphasises political economy and international relations, and these two pillars are also evident in the programme’s curriculum, as outlined below. Through its specific study structure, the MS IPE aims at addressing the lack of and need for highly qualified social scientists who are both expert economists and political scientists. In contrast to many IPE programmes run by either a Department of Politics or a Department of Economics, our MS IPE attempts a serious synthesis of the often very different viewpoints on very similar real-world issues.

To make students conversant with important research from both disciplines, teaching the relevant research methods plays an important role. Given that the entry hurdle into economics is particularly high due to a strong focus on quantitative analysis, students coming with a social science background should have basic skills in mathematics or statistical analysis and get a crash-course in economic methods. The typical curriculum of undergraduate programmes in Economics does not contain any exposure to qualitative research approaches, which form an important part of political science research. In the MS IPE, students get introduced to both quantitative and qualitative approaches to research, which should help bridge the gap between the economics and politics and make serious interdisciplinary analysis possible.

Arguably, a meaningful assessment of international economic or political developments, the evaluation of policies or the reform of existing institutions will only be possible based on a solid knowledge of these methods. Throughout the programme, students will be given ample opportunity of applying methods to various real-life problems facing the world economy ranging from the international trading system to security issues as well as the structure of international organisations.

A prominent feature of the MS IPE is that it is a truly international study programme. To get to the planned course size of 20 students per cohort, up to 10 students are admitted both in Dallas and Marburg each year. After studying one year at the university where they were admitted, they then move on to the respective partner university for the second year of their studies. Thus, on the one hand, students get to know different university cultures and teaching approaches. On the other hand, spending one year in Germany and one year in the US gives students the opportunity of experiencing international differences in terms of politics, economics, social processes, and culture first hand.

Having successfully completed the MS IPE, graduates are awarded degrees from both UT Dallas and Marburg. They will be qualified to work as international experts on questions related to both economics and politics. Given the programme’s focus on academic knowledge as well as on enabling students to undertake own research projects on international political economy issues – not least in form of the Master’s thesis –, the MS IPE has a research-oriented, rather than practice-oriented, study profile.
1.3 Curriculum

The responsible units for implementing the MS IPE are the Department of Economics at the School of Business and Economics in Marburg and the Program of Public Policy and Political Economy at the School of Economics, Political and Policy Sciences in UT Dallas.

The MS IPE programme consists of four semesters. The first three of these contain coursework, while the final semester is dedicated to the writing of the Master’s thesis. Each semester carries a workload of 30 ECTS or 9 credit hours in both Marburg and UT Dallas, respectively, meaning that upon completion students will have acquired 120 ECTS or 36 hours in both Marburg and UT Dallas, respectively.

Students are admitted to the programme simultaneously in UT Dallas and Marburg, study for one year where they were admitted and then move on to the respective other university. After three semesters of taught study, the final semester is devoted to writing the Master’s thesis. Students can be admitted with an undergraduate education in political science, economics, or other relevant disciplines.

Appendix III

1. Matching curricula

1.1. Semesters:

The Dual Degree Program will be pursued during long semesters (fall and spring), which are normally sixteen weeks long.

1.2. Course numbering system and academic credit:

UT Dallas course numbers are four digits. The first digit indicates the level of the course: 0 or D = remedial/non-credit, 1 = freshman, 2 = sophomore, 3 = junior, 4 = senior, 5-9 = graduate courses. The second digit indicates the number of semester credit hours granted for the course.

Marburg course numbers are of a type: 02 143 02012, where the first five digits (02 143) indicate the SBE and the remaining digits are the course identifying numbers. There is no differentiation of course level by number. The course manual identifies graduate and undergraduate courses.

1.3. Grading system

The grading scale for each course is in accordance with national and institutional regulations at the institution responsible for awarding the degrees, and is described in the program description (curriculum) and the diploma supplement.
UT Dallas

<table>
<thead>
<tr>
<th>Symbol</th>
<th>Hour</th>
<th>Symbol (marks)</th>
<th>ECTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>A+ **</td>
<td>4.00</td>
<td>15 (best)</td>
<td>Full credits (pass)</td>
</tr>
<tr>
<td>A</td>
<td>4.00</td>
<td>14</td>
<td>Full credits (pass)</td>
</tr>
<tr>
<td>A-</td>
<td>3.67</td>
<td>13</td>
<td>Full credits (pass)</td>
</tr>
<tr>
<td>B+</td>
<td>3.33</td>
<td>12</td>
<td>Full credits (pass)</td>
</tr>
<tr>
<td>B</td>
<td>3.00</td>
<td>11</td>
<td>Full credits (pass)</td>
</tr>
<tr>
<td>B-</td>
<td>2.67</td>
<td>10</td>
<td>Full credits (pass)</td>
</tr>
<tr>
<td>C+</td>
<td>2.33</td>
<td>9</td>
<td>Full credits (pass)</td>
</tr>
<tr>
<td>C</td>
<td>2.00</td>
<td>8 (“nominal” average)</td>
<td>Full credits (pass)</td>
</tr>
<tr>
<td>C-*</td>
<td>1.67</td>
<td>7</td>
<td>Full credits (pass)</td>
</tr>
<tr>
<td>D+*</td>
<td>1.33</td>
<td>6</td>
<td>Full credits (pass)</td>
</tr>
<tr>
<td>D*</td>
<td>1.00</td>
<td>5</td>
<td>Full credits (pass)</td>
</tr>
<tr>
<td>D-*</td>
<td>0.67</td>
<td>4</td>
<td>No credits (fail)</td>
</tr>
<tr>
<td>F</td>
<td>0.00</td>
<td>3-0 (“worst”)</td>
<td>No credits (fail)</td>
</tr>
<tr>
<td>NF</td>
<td>0.00 ***</td>
<td>0</td>
<td>No credits (fail)</td>
</tr>
<tr>
<td>I/X</td>
<td>Incomplete</td>
<td></td>
<td>No credits</td>
</tr>
<tr>
<td>CR *</td>
<td>Credit</td>
<td></td>
<td></td>
</tr>
<tr>
<td>NC</td>
<td>No Credit</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P</td>
<td>Pass</td>
<td>P does not produce grade points</td>
<td>Full credits (pass)</td>
</tr>
</tbody>
</table>

UT Dallas Notes:

*Not used in Graduate School, but considered passing for Undergraduates.

**A grade of A+ denotes special recognition given the student by the instructor.

***A grade of NF denotes failure due to non-attendance.

**** In order to be eligible for transfer credit, SBE Marburg grades must be an 11 or better.

1.4. Sequence of courses

Master of Science in International Political Economy (Dual Degree Option with Philipps-Universität Marburg)

36 semester credit hours/equivalent to 120 ECTS

Students from UT Dallas will complete one full time year in residence and must be in good standing (3.5 or above) in order to continue on at Philipps-Universität Marburg for their second year. Students on probation will not be able to go on to Philipps-Universität Marburg.

1.5 Degree Requirements

Option 1:
Students Starting at UT Dallas

**UT Dallas – Marburg DDPA - 12 | Page**
First year at UT Dallas
(18 hours – equivalent to 60 ECTS at Philipps-Universität Marburg)

Research methods and Economics (9 hours)
  • EPPS 6313 Introduction to Quantitative Methods
    or
    EPPS 7313 Descriptive and Inferential Statistics
And
  • PPPE 6321 Economics for Public Policy
  • ECON 5322 Macroeconomic Theory for Applications

International Politics/IPE (6 hours)
  • PSCI 6300 Proseminar in Comparative Politics and International Relations
    or
    PPPE 6352 World Political Economy
And
  • PSCI 6316 International Organizations
    or
    PSCI 7335 Theories of International Relations

Politics Electives (3 hours) Take one of the following
  • PPPE 6335 Institutions and Development
  • PPPE 6362 Political Development
  • PPPE 6301 Political-Economic Theories
  • PSCI 7372 Game Theory for Political Scientists
  • PPPE 6368 Political Economy of Finance
  • PPPE 6370 Political Economy of Natural Resources

Second year at Philipps-Universität Marburg
(60 ECTS - equivalent to 18 hours at UT Dallas)

Research Methods (6 ECTS, one of the following)
  • Empirical Macroeconomics (6 ECTS)
  • Empirical Institutional Economics (6 ECTS)

International Economics (12 ECTS, two of the following (list incomplete/preliminary))
  • Economic Aspects of Political Institutions (6 ECTS)
  • International Macroeconomics and Finance (6 ECTS)
  • Development Economics (6 ECTS)

Economics Seminar (6 ECTS)
  • MSc economics seminar: varying topics (6 ECTS)

Economics Electives (18 ECTS, three of the following (list incomplete/preliminary))
• Behavioral Economics (6 ECTS)
• Economics of Civil & Criminal Law (6 ECTS)
• Economics of Cooperation (6 ECTS)
• European Competition and Regulatory Policy (6 ECTS)
• European Monetary Economics (6 ECTS)
• Institutional Analysis of Family Economics (6 ECTS)
• Islamic Economics (6 ECTS)
• Law and Economics (6 ECTS)
• Public Economics (6 ECTS)

Master’s Thesis (18 ECTS)

**Option 2**

Students starting at Philipps-Universität Marburg

First year at Philipps-Universität Marburg
(60 ECTS - equivalent to UTD 18 hours)

Research Methods (12 ECTS):
• Empirical Macroeconomics (6 ECTS)
• Empirical Institutional Economics (6 ECTS)
• Microeconomics (6 ECTS)

International Economics (12 ECTS, two of the following (list incomplete/preliminary)):
• Economic Aspects of Political Institutions (6 ECTS)
• International Macroeconomics and Finance (6 ECTS)
• Development Economics (6 ECTS)

Economics Electives (30 ECTS, five of the following (list incomplete/preliminary)):
• Behavioral Economics (6 ECTS)
• Economics of Civil & Criminal Law (6 ECTS)
• Economics of Cooperation (6 ECTS)
• European Competition and Regulatory Policy (6 ECTS)
• European Monetary Economics (6 ECTS)
• Institutional Analysis of Family Economics (6 ECTS)
• Islamic Economics (6 ECTS)
• Law and Economics (6 ECTS)
• Public Economics (6 ECTS)

Seminar (6 ECTS):
• MSc economics seminar: varying topics (6 ECTS)

Second year at UTD
(18 hours - equivalent to 60 ECTS at Philipps-Universität Marburg)

Research methods (3 hours)
• EPPS Qualitative Research Methods  
  or  
• PSCI 7372 Game Theory for Political Scientists

International Politics/IPE (6 hours)
• PSCI 6300 Proseminar in Comparative Politics and International Relations  
  or  
• PPPE 6352 World Political Economy
And
• PSCI 6316 International Organizations  
  or  
• PSCI 7335 Theories of International Relations

Politics Electives (3 hours) Take one of the following
• PPPE 6335 Institutions and Development  
• PPPE 6362 Political Development  
• PPPE 6301 Political-Economic Theories  
• PSCI 7372 Game Theory for Political Scientists  
• PPPE 6368 Political Economy of Finance  
• PPPE 6370 Political Economy of Natural Resources

Master’s Thesis
• PPPE 6V98 Master’s Thesis (6 hours)
MEMORANDUM

TO: Dr. Hobson Wildenthal
   Provost

THROUGH: Dr. Bruce Novak
         Dean, School of Natural Sciences and Mathematics

FROM: Dr. Matthew Goeckner
      Outgoing Head, Department of Mathematical Sciences

      Dr. Vladimir Dragovic
      Incoming Head, Department of Mathematical Sciences

DATE: May 18, 2015

SUBJECT: Creation of a Bachelor of Arts in Mathematics

In an April 17th 2015 faculty meeting, the Department of Mathematical Sciences discussed and approved a proposal from the department’s Undergraduate Curriculum Committee to institute a Bachelor of Arts in Mathematics (BA). The minutes from that meeting are attached. The purpose of this memo is to request that the UTD administration seek the requisite approvals to add the BA as a new undergraduate program at UTD.

The Bachelor of Arts in Mathematics (BA) program provides students with the knowledge and critical thinking skills in the mathematical sciences that are necessary to seek certification as high school teachers with mathematics as a major specialization and to obtain employment in industry or government service. Although it is not recommended for students wishing to pursue graduate studies in the mathematical sciences, the BA does provide an opportunity for students wishing to pursue graduate studies in related fields, especially when taken as part of a double major.

A major reason for instituting the BA is to meet the needs of UTeach Dallas students who are seeking certification as high school mathematics teachers. UTeach Dallas currently has over 350 students enrolled and is still growing. Currently, there are about 45 active math majors in the UTeach program and at least 17 math majors have completed the UTeach program since its inception in 2008. However, since 2008 there have been at least 18 students who switched from a Math major to a major in Interdisciplinary Studies (IS). The overwhelming reasons these students gave for dropping math in favor of IS are (a) the difficulty of some upper-level math courses, and (b) the shorter time required to complete the IS degree plan.

Students who wish to obtain a Middle School Mathematics Teaching Certification from the State of Texas can do so by graduating with a Bachelor of Science in Interdisciplinary Studies with the Year 4-8
Mathematics Teacher Certification through the UTeach Option. This program involves only four upper level mathematics courses, none of which are rigorous enough to be counted towards the current BS or proposed BA programs in Mathematics. However, the State of Texas Teacher Certification process contains a loop-hole that once a teacher has their initial teacher certification, they can be certified to teach at a higher level \textit{without any further disciplinary content}. As a consequence, students entering STEM programs at Texas universities may have been taught high school mathematics by teachers with only a very minimal training in mathematics. By contrast, the proposed BA includes 14 of the 15 courses recommended for high school mathematics teachers in a 2010 report \textit{The Mathematical Education of Teachers II} by the Conference Board of the Mathematical Sciences, which is an umbrella organization of the three main professional societies in mathematics. UTeach Dallas graduates are in high demand in DFW area schools, with many receiving multiple job offers prior to graduation. The demand for mathematics teachers is particularly acute.

A second major reason for instituting the BA is to provide UTD mathematical science majors with alternate paths for academic success. The flexibility built into the design of the program and the omission of three BS courses designed to prepare students for graduate school in mathematics and statistics, is expected to increase the four-year graduation rate of students majoring in the mathematical sciences and to encourage more students to obtain a double major in mathematics and a related field. Graduates with training in mathematics are in demand in industry. The US Bureau of Labor Statistics website states: \textit{Employment of mathematicians is projected to grow 23 percent from 2012 to 2022, much faster than the average for all occupations. Businesses will need mathematicians to analyze the increasing volume of digital and electronic data.} While many positions require need a master’s degree in mathematics, some are available for those with a bachelor's degree, and additional opportunities exist for students who are “cross-trained” via a double major.

The proposed Bachelor of Arts in Mathematics (BA) differs from the existing Bachelor of Science in Mathematics (BS) in the following respects:

1. For the BS, students can choose between Mathematics, Applied Mathematics, and Statistics specializations. The BA does not give students a choice of specializations.
2. The total numbers of semester credit hours (SCH) for the two programs are as follows. BS: Core 42, Major Requirements 48, Elective Requirements 30; BA: Core 42, Major Requirements 49, Elective Requirements 29. The major requirements are further subdivided as follows. BS: Major Preparatory Courses 15-16 (beyond core), Major Core Courses 21, Major Related Courses 12; BA: Major Preparatory Courses 19 (beyond core), Major Core Courses 21, Major Related Courses 9.
3. The Core Curriculum requirements for the BA are identical to those of the Mathematics/Applied Mathematics specializations of the BS.
4. The Major Preparatory requirements for the BA are identical to those of the Mathematics/Applied Mathematics specializations of the BS, except that the BA includes one additional course, \textit{MATH 2306 Analytical Geometry}, which is a new course that was added to the 2015-2016 undergraduate catalog.
5. The table below lists the Major Core courses for the BS and BA. The first four courses listed are common to both programs.
6. There are 9 SCH of Major Related Courses for the BA. These courses must be upper-division MATH, STAT or ACTS courses, at least six of which must be MATH courses at the 4000-level. These courses cannot include those for which the catalog entry states: “May not be used to satisfy mathematics requirements by students in Mathematics”. There are 12 SCH of Major
Related Courses for the BS, which are mostly determined by the student’s choice of specialization.

<table>
<thead>
<tr>
<th>Major Core Courses for BS</th>
<th>Major Core Courses for BA</th>
</tr>
</thead>
<tbody>
<tr>
<td>MATH 3310</td>
<td>MATH 3310</td>
</tr>
<tr>
<td>Theoretical Concepts of Calculus</td>
<td>Theoretical Concepts of Calculus</td>
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<tr>
<td>MATH 3311</td>
<td>MATH 3311</td>
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<td>Abstract Algebra I</td>
<td>Abstract Algebra I</td>
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<tr>
<td>MATH 3379</td>
<td>MATH 3379</td>
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<tr>
<td>Complex Variables</td>
<td>Complex Variables</td>
</tr>
<tr>
<td>STAT 4351</td>
<td>STAT 4351</td>
</tr>
<tr>
<td>Probability</td>
<td>Probability</td>
</tr>
<tr>
<td>MATH 4301</td>
<td>MATH 3323</td>
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<tr>
<td>Mathematical Analysis I</td>
<td>Elementary Number Theory</td>
</tr>
<tr>
<td>MATH 4302</td>
<td>MATH 3380</td>
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<tr>
<td>Mathematical Analysis II</td>
<td>Differential Geometry</td>
</tr>
<tr>
<td>MATH 4334</td>
<td>STAT 4352</td>
</tr>
<tr>
<td>Numerical Analysis</td>
<td>Mathematical Statistics</td>
</tr>
</tbody>
</table>
Item 9:
UTS 180
1. **Title**

Conflicts of Interest, Conflicts of Commitment, and Outside Activities

2. **Policy**

Sec. 1 **Applicability.** This policy applies to all employees of The University of Texas System Administration, and to all those employed by a University of Texas institution.

Sec. 2 **Purpose.** This policy is intended to protect the credibility and reputation of the U. T. System Administration, of each U. T. institution, and their employees, by providing a framework to address conflicts of interest, conflicts of commitment, and outside activities.

Sec. 3 **Primary Responsibility.** The primary responsibility of employees of the U. T. System Administration and each of the U. T. institutions is the accomplishment of the duties and responsibilities assigned to one's position of appointment.

Sec. 4 **Value in Certain Outside Activities.** Regents' Rule 30104 permits U. T. employees to engage in outside work or activities, subject to State laws, U. T. System and U. T. institution rules or policies. Institutions may encourage certain specified outside activities that clearly contribute to the mission of the institution and/or provide important elements of faculty or staff development related to their institution responsibilities.

Sec. 5 **Un-Managed Conflicts of Interest and Conflicts of Commitment Prohibited.** U. T. employees may not have a direct or indirect interest, including financial and other interests, or engage in a business transaction or professional activity, or incur any obligation of any nature that is in substantial conflict with the proper discharge of the employees' duties to their institution.

Activities on behalf of outside entities or individuals must not interfere with a U. T. employee's fulfillment of his/her duties and responsibilities to U. T. Such conflicts of commitment may arise regardless of the location of these activities, the type of outside entity, or the level of compensation.

Sec. 6 **Policy on Outside Activities Required.** System Administration and each Institution shall adopt a policy governing an officer's or employee's outside activities, including compensated employment and board service, that clearly delineates the nature and amount of permissible outside activities and that includes processes for disclosing

Commented [KJ1]: Sections 1-5 are largely unchanged. Minor phrasing differences.
Sec. 7 Approval and Disclosure Policy for Executive Officers and Employees involved in Procurement Required. U.T. System Administration and each U.T. institution shall adopt policies that clearly delineate the nature and extent of permissible outside activities and interests for employees who are authorized to execute contracts, or who exercise discretion with regard to the award of contracts or other pecuniary transactions, or are executive officers. Institutions may broaden the scope of disclosure to include additional categories of employees.

The policies shall create a process for electronic approval and disclosure of outside activities. At minimum, the policies shall require prior annual approval for all activities listed in section 8(i)-(iv).

Sec. 8 Information to be disclosed to UT System in an electronic database. U.T. System shall develop a shared service electronic reporting system that is consistent with this policy. Institutions may choose to utilize this system to meet the reporting guidelines outlined below or they may choose to electronically collect and transfer equivalent data to U.T. System using their own electronic systems. All data locally collected and transferred to U.T. System must comport with the data definitions, template, and format provided by U.T. System. With the exception of the Chancellor and each institution president, all individuals covered by section 7 above shall disclose for themselves and for immediate family members:

(i) a description of the nature and extent of all outside employment or other compensated activity;

(ii) a description of the nature and extent of any outside activity, regardless of compensation, that reasonably appears to create a conflict of interest or a conflict of commitment;

(iii) the range of total annual compensation received for any compensated activity, or total annual compensation from a single entity, if it is greater than $5,000;

(iv) a description of the nature and extent of outside board service, regardless of compensation;

1 When in doubt in determining whether an activity or interest should be disclosed, the individual should resolve the doubt in favor of disclosure.

Commented [K2]: Language required from SB 20. As a departure from the current UTS 180, rather than mandate a particular approach to outside activities generally, each institution may address these issues as they deem prudent. System plans to draft a model policy to assist.

Commented [K3]: This section is the largest change in the policy. Rather than focus on all full time faculty and full time A&P employees (and some part time employees), the new language narrows the focus of the database to individuals involved in procurement and executive officers.
(v) a description, including the range of compensation or interest, of any substantial interest in a business entity which should be provided no later than 30 days after acquiring the interest;

(vi) a description of gifts over $250 to the individual or his or her immediate family members. Do not include gifts received from: one’s parent, child, sibling, grandparent, or grandchild; one’s spouse or the spouse of anyone mentioned above; or the parent, child, sibling, grandparent, or grandchild of one’s spouse;

The Chancellor and presidents are required by state law to file Personal Financial Statements with the Texas Ethics Commission. In lieu of filing the information listed above, the Chancellor and presidents shall file a duplicate copy of their Personal Financial Statement with U.T. System at the time that it is filed with the Ethics Commission.

Outside activity disclosed under institutional HOPs developed pursuant to UTS 175, “Disclosure of Significant Financial Interests and Management and report of Financial Conflicts of Interest in Research,” need not be re-disclosed.

Individuals covered by section 7 with nothing to disclose must affirmatively indicate that fact in database.

Sec. 9 Additional Process Requirements. In addition to the approval and disclosure requirements outlined above, policies must include the following minimum features:

(i) A process to prevent, identify, manage, and resolve conflicts of interest and commitment;

(ii) A process to electronically document the approval and disclosure process for outside interests and activities;

(iii) a process for appealing a decision that includes at least one level of higher review and access to standard grievance procedures in appropriate cases;

(iv) a process for approval, prospectively or promptly retrospectively, of activities that by their nature cannot be specifically approved before the work must begin, such as consulting on an emergency or other urgent need;

(v) a process for approving and disclosing activities the details of which must remain confidential (e.g. third party proprietary
information, classified government work, and other information made confidential by law);

(vi) a process for rescinding approvals; and

(vii) a process for annual re-approval and disclosure.

Sec. 10 Annual Report. Employees who are required to make disclosures should review and finalize all disclosures after the end of the calendar year during the annual reporting period (January through March of the following year).

Sec 11 Accounting for Outside Board Service. Institution policies regarding approval and disclosure of outside board service should balance the need to protect UT institutions from even the appearance of conflicts of interest with the rights of employees to engage in outside board service activities which are entirely unrelated to UT business without undue burden.

Sec. 12 Noncompliance. Noncompliance with this policy may subject one to discipline in accord with applicable procedures up to and including termination of employment.

Sec. 13 Education and Training. Each institution must develop a comprehensive training program to implement this policy that includes at a minimum: training for those responsible for approving and managing outside activities and interests and annual distribution to all employees of the institution's conflicts of interest and conflicts of commitment HOPs.

3. Definitions

Business Entity - Any entity recognized by law through which business is conducted, including a sole proprietorship, partnership, firm, corporation, holding company, joint stock company, receivership, or trust.

Compensation - Any form of benefit including but not limited to salary, retainer, honoraria, intellectual property rights or royalties, or promised, deferred, or contingent interest. It also includes sponsored travel or reimbursement.

Conflict of Commitment - A state in which the time or effort that a U. T. employee devotes to an outside activity directly or significantly interferes with the employee’s fulfillment of their institutional responsibilities or when the employee uses State property without authority in connection with the employee's outside employment, board service, or other activity (See Sec. 8, RR 30104). Exceeding
The amount of total time permitted by U.T. System or institution policy for outside activities creates the appearance of a conflict of commitment.

Conflict of Interest - A significant outside interest of a U. T. employee or one of the employee’s immediate family members that could directly or significantly affect the employee’s performance of the employee's institutional responsibilities. The proper discharge of an employee's institutional responsibilities could be directly or significantly affected if the employment, service, activity or interest: (1) might tend to influence the way the employee performs his or her institutional responsibilities, or the employee knows or should know the interest is or has been offered with the intent to influence the employee’s conduct or decisions; (2) could reasonably be expected to impair the employee’s judgment in performing his or her institutional responsibilities; or (3) might require or induce the employee to disclose confidential or proprietary information acquired through the performance of institutional responsibilities.

Immediate Family Members - include:
   a) a spouse;
   b) a dependent child or stepchild or other dependent, for purposes of determining federal income tax liability during the period covered by the disclosure statement; and
   c) a related or non-related, unmarried adult who resides in the same household as the individual and with whom the individual is financially interdependent as evidenced, for example, by the maintenance of a joint bank account, mortgage, or investments.

Nature and Extent - Shall include a description of the activity, the time commitment, and the anticipated length of time the commitment is expected to continue.

Outside Board - The board, council, or other governing or advisory body of a business, civic, professional social, or religious organization, whether for profit or nonprofit.

Outside Employment - Any activity performed by an employee, other than fulfilling employment obligations at U.T. System or a U.T. System institution, for which remuneration is received, including distance teaching.

Range of Compensation - Includes a range of outside compensation as follows:

   (1) $0 - $4,999;
   (2) $5,000 - $9,999;
   (3) $10,000 - $19,999;
   (4) amounts between $20,000 - $100,000 by increments of $20,000; or
   (5) amounts above $100,000 by increments of $50,000.
(6) if stock options, \[xxx\] shares of common stock par value of \$.01 equaling \[xx\%\] of the fully diluted value of the company at time of grant.

Substantial Interest in a Business Entity - For purposes of this policy, means:

1. a controlling interest;
2. ownership of more than 1 percent of the voting interest;
3. ownership of more than $5,000 of the fair market value;
4. a direct or indirect participating interest by shares, stock, or otherwise, regardless of whether voting rights are included, in more than 1 percent of the profits, proceeds, or capital gains; or
5. service as an officer.

Not to include investments in mutual funds or retirement accounts, so long as the individual does not directly control the investment decisions made in those vehicles.

4. Relevant Federal and State Statutes

   - Texas Government Code Chapter 572 - Personal Financial Disclosure, Standards of Conduct, and Conflict of Interest
   - Texas Government Code Chapter 574 - Dual Office Holding
   - Texas Constitution, Article 16, Section 40 - Holding More Than One Office

5. Relevant System Policies, Procedures, and Forms

   - Board of Regents’ Rules and Regulations, Rule 30104, Conflict of Interest, Conflict of Commitment, and Outside Activities
   - Board of Regents’ Rules and Regulations, Rule 60306, Use of University Resources
   - UTS123, Policy on Service on Outside Boards
   - UTS134, Code of Ethics for Financial Officers and Employees
   - UTS175, Disclosure of Significant Financial Interests and Management and Reporting of Financial Conflicts of Interest in Research

6. System Administration Office(s) Responsible for Policy

   TBD

7. Dates Approved or Amended

   Commented [KJ10]: A 1% ownership threshold is now mandated by SB 20
8. Contact Information

Questions or comments about this policy should be directed to:

- bor@utsystem.edu
Item 10: Sexual Harassment and Sexual Misconduct Policy
Prohibited Discrimination and Sexual Harassment/
Sexual Misconduct Policy

Sec. 1 General Policy Statement.

1.1 The University of Texas at Dallas (the University) is committed to maintaining a learning and working environment that is free from discrimination and harassment based on sex in accordance with Title IX of the Higher Education Amendments of 1972 (Title IX), which prohibits discrimination on the basis of sex in educational programs or activities; Title VII of the Civil Rights Act of 1964 (Title VII), which prohibits sex discrimination in employment; and the Campus Sexual Violence Elimination Act (SaVE Act). Sexual misconduct is a form of sex discrimination and will not be tolerated. As stated in the definition, sexual misconduct includes sexual harassment, sexual violence, sexual assault, stalking, domestic violence and/or dating violence. Individuals who engage in sexual misconduct and other inappropriate sexual conduct will be subject to disciplinary action. The university prohibits retaliation.

1.2 It is the policy of The University of Texas at Dallas to provide an educational and working environment that provides equal opportunity to all members of the University community. In accordance with federal and state law, the University prohibits unlawful discrimination against someone because of a person’s race, color, religion, sex (including pregnancy), national origin, age, disability, genetic information, or veteran status. The University’s commitment to equal opportunity extends its nondiscrimination protections to include sexual orientation, gender expression, and gender identity.

1.3 The University will take prompt disciplinary action against any individuals or organizations within its control who violate this Policy. The University encourages any student, faculty, staff or visitor to promptly report violations of this Policy to an individual identified in Section 3.2.

Sec. 2 Applicability.

This Policy applies to all University administrators, faculty, staff, students, and third parties within the University’s control, including visitors and applicants for employment. It applies to conduct regardless of where it occurs, including off University property, if it potentially affects the complainant’s education or employment with the University. It also applies regardless of the gender, sexual orientation, gender expression, gender identity. In addition, it applies whether the complaint was made by or against a third party, and whether the complaint was made verbally or in writing.
Sec. 3 Filing a Complaint and Reporting Violations.

3.1 All Members of the University Community, Third Party and Anonymous Complaints. All administrators, faculty, staff, students, and third parties are strongly encouraged to immediately report any incidents of Discrimination, sexual misconduct (including sexual harassment and sexual violence) and other inappropriate sexual conduct to the Title IX Coordinator or Deputy Coordinators.

(a) **Anonymity.** Individuals wishing to remain anonymous can file a complaint in any manner, including by telephone or written communication with the Title IX Coordinator or a Deputy Coordinator; however, electing to remain anonymous may greatly limit the University's ability to stop the harassment, collect evidence, or take effective action against individuals or organizations accused of violating the Policy.

(b) **Confidentiality.** The University has an obligation to maintain an environment free of sex discrimination, thus many University employees have mandatory reporting and response obligations and may not be able to honor a complainant's request for confidentiality. Complainants who want to discuss a complaint in strict confidence may use the resources outlined in Section 3.5.

(c) **Timeliness of Complaint.** Complaints should be reported as soon as possible after the complainant becomes aware of the inappropriate conduct. Delays in reporting can greatly limit the University's ability to stop the harassment, collect evidence, and/or take effective action against individuals or organizations accused of violating the Policy.

3.2 Responsible Employees. Incidents of sexual misconduct (including sexual harassment and sexual violence) and other inappropriate sexual conduct may also be reported to Responsible Employees. A Responsible Employee is a University employee who has the duty to report incidents of sexual misconduct to the Title IX Coordinator or other appropriate designee, or an employee whom an individual could reasonably believe has this duty. Responsible employees include all administrators, faculty, supervisory staff, resident life directors and advisors, and graduate teaching assistants, except any employee with confidentiality obligations as defined in Section 3.5. Responsible Employees can find contact information for the Title IX Coordinator and Deputy Coordinators at the following website: [www.utdallas.edu/titleIX](http://www.utdallas.edu/titleIX)

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1 For example, a student may make a complaint to an employee in the Dean of Students' Office, a faculty member or university police. Each of these individuals is considered a Responsible Employee and accordingly each is obligated to report the complaint to the Title IX Coordinator or other appropriate designee.
3.3. Reporting to Law Enforcement. Complaints of sexual misconduct may also be made to The University of Texas at Dallas Police Department at (972) 883-2222 or to the City of Richardson Police Department (972) 744-4800 (non-emergency) or 911 (emergency) or to other local law enforcement authorities. The Title IX Deputy Coordinators can help individuals contact these law enforcement agencies. Employees and students with protective or restraining orders relevant to a complaint are encouraged to provide a copy to the University Police Department.

If a complaint of sexual misconduct is reported to the University Police Department, it shall advise the complainant of his or her right to file a complaint under this Policy. To the extent allowed by law and University policy, the University Police Department shall also notify the Title IX Coordinator of the complaint, and provide the Title IX Coordinator or the individual investigating the complaint access to any related University law enforcement records, so long as doing so does not compromise any criminal investigation.

3.4 Reporting to Outside Entities. An individual wishing to make a complaint may also contact the U.S. Department of Education, Office for Civil Rights (OCR) to complain of sex discrimination or sexual misconduct including sexual violence:

Office for Civil Rights
U.S. Department of Education
400 Maryland Ave S.W.
Washington, DC 20202-1475
Phone: 202.245.8300
TDD: 877.521.2172
Fax: 202.245.8301
Email: OCR.DC@ed.gov

Employees may also contact the U.S. Equal Employment Opportunity Commission to complain of discrimination, sex discrimination or sexual harassment:

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

3.5 Confidential Support and Resources. Physical and mental health care professionals and pastoral counselors (including those who act in that role under the supervision of these individuals), are prohibited by confidentiality laws from reporting any information about an
incident to anyone, in any way that identifies the victim, without the victim’s permission. Thus, students may discuss an incident with a counselor in the Student Counseling Center, the Women’s Center, a health care provider in the Student Health Center, the clergyperson of the student’s choice, or an off-campus resource (i.e. rape crisis center, doctor, psychologist, etc.) without concern that the incident will be reported to the Title IX Coordinator. Employees may also seek assistance from the Employee Assistance Program, their own personal health care provider, the clergyperson of the employee’s choice, or an off-campus rape crisis resource without concern that the incident will be reported to the Title IX Coordinator. The University and community resources that provide such services are at APPENDIX A.

3.6 Immunity. In an effort to encourage reporting of sexual misconduct, the University may grant immunity from student disciplinary action to a person who voluntarily initiates a report of sexual misconduct or assists a complainant, if that person acts in good faith in reporting a complaint or participating in an investigation. This immunity does not extend to the person’s own violations of this Policy.

3.7 Title IX Coordinator and Deputy Coordinators. The Title IX Coordinator and Deputy Coordinators are: James C. Dockery, AVP Institutional Equity and Compliance and Title IX Coordinator; Dean of Students, Deputy Title IX Coordinator. As appropriate, the university may expand the list of Deputy Coordinators.

Sec. 4. Parties’ Rights Regarding Confidentiality.

4.1 The University has great respect for the privacy of the parties in a complaint. Under federal law, however, Responsible Employees who receive a report of sexual misconduct must share that information with the Title IX Coordinator and/or a Deputy Coordinator. Those individuals may need to act to maintain campus safety and must determine whether to investigate further under Title IX, regardless of the complainant’s request for confidentiality.

4.2 In the course of the investigation, the University may share information only as necessary with people who need to know to fulfill the purposes of this Policy and applicable law, such as investigators, witnesses, and the respondent. The University will take all reasonable steps to ensure there is no retaliation against a complainant. The University will comply with the Family Educational Rights and Privacy Act (FERPA), with Texas Education Code Sec. 51.971 and other confidentiality laws as they apply to Title IX investigations. To the extent possible, the University will also protect the privacy of all parties to a report of sexual misconduct.
Sec. 5. Victims Resources.

5.1 Immediate Assistance.

In addition to the resources listed below, a detailed list of resources can be found at Appendices A.

(a) Healthcare. An individual who experiences any form of sexual, domestic, or dating violence is encouraged to seek immediate medical care. Also, preserving DNA evidence can be key to identifying the perpetrator in a sexual violence case. Victims can undergo a medical exam to preserve physical evidence with or without police involvement. If possible, this should be done immediately. If an immediate medical exam is not possible, individuals who have experienced a sexual assault may have a Sexual Assault Forensic Exam (SAFE) performed by a Sexual Assault Nurse Examiner (SANE) within 4 days of the incident. With the examinee’s consent, the physical evidence collected during this medical exam can be used in a criminal investigation; however, a person may undergo a SAFE even without contacting, or intending to contact, the police. To undergo a SAFE, go directly to any nearest hospitals with emergency rooms (Under Senate Bill 1191 - from September 1, 2013, all Texas hospitals with emergency rooms are required to have staff trained in at least basic collection of forensic evidence from sexual assault victims). To date, Methodist Hospital Dallas uses SANE nurses to perform SAFE examination.

(b) For more information about the SAFE, see http://hopelaws.org/ or https://www.texasattorneygeneral.gov/victims/sapcs.shtml#survivors

The cost of the forensic portion of the exam is covered by the law enforcement agency that is investigating the assault or, in cases where a report will not be made to the police, the Texas Department of Public Safety. This does not include fees related to medical treatment that are not a part of the SAFE.

(c) Police Assistance. The University encourages individuals who have experienced sexual misconduct to make a report to the police. It is important to note that a police department’s geographic jurisdiction depends on where the sexual misconduct occurred. If the incident occurred on the University campus, a report may be filed with the UTD Police Department by calling at 972-883-2222 or in person at UT Dallas Police headquarters, 800 W. Campbell Road, PD11, Richardson, TX 75080, even if time has passed since the assault occurred.

(d) The University of Texas at Dallas Police Department can also assist with filing any protective orders. Reporting an assault to law enforcement does not mean that the case will automatically go to criminal trial or to a University disciplinary hearing. If the University police are called, a uniformed officer will be sent to the scene to take a detailed statement. A ride to the hospital may be provided by a police department.
officer. A report may be filed with the University police even if the assailant was not a University student or employee. If the incident occurred in the City of Richardson or Dallas but off campus, a report may be filed with the local Police Department, even if time has passed since the assault occurred. If a report is made to the police, a uniformed officer will usually be dispatched to the location to take a written report.

(e) Counseling and Other Services. A person who has experienced sexual violence is strongly encouraged to seek medical and psychological care even if he or she does not plan to request a SAFE or report the assault to the police. He or she may be prescribed medications to prevent sexually transmitted infections and/or pregnancy even if the police are not contacted or if a SAFE is not performed.

(f) Medical care can be provided at University Health Services (for students only), at a local emergency room, or by a private physician. Psychological support can be provided by the University Counseling and Psychological Services (students), Employee Assistance (employees), a referral through the Employee Assistance Program, or a care provider of the individual’s choosing.

5.2 Interim Measures and Ongoing Assistance.

In addition to the services provided by on- and off-campus providers, the University will take immediate and interim measures to assure the safety and well-being of the complainant, to maintain an environment free from harassment, discrimination or retaliation, and to protect the safety and well-being of community members.

For example, if the accused is an employee, interim action may include reassignment and suspension. If the accused is a student, interim action may include suspension, no contact orders, changing living arrangements, modifying the course schedule, or modifying other aspects of the educational environment. Interim action may also include allowing the complainant to move to a new residence hall, change work schedules, alter academic schedules, and withdraw from or retake a class without penalty. Moreover, the University may be able to provide additional accommodations for a complainant while an investigation is pending.

Sec. 6 Intake Procedures and Protocol.

6.1 Key Officials in an Investigation.

(a) Title IX Coordinator: The Title IX Coordinator is the senior University administrator who oversees the University’s compliance with Title IX. The Title IX Coordinator is responsible for leading the administrative investigation of reports of sexual misconduct and is available to discuss options, provide support, explain University policies and
procedures, and provide education on relevant issues. The Title IX Coordinator may designate one or more Deputy Title IX Coordinators. Any member of the University community may contact the Title IX Coordinator with questions.

(b) Investigators: The Title IX Coordinator will ensure that complaints are properly investigated under this Policy. The Title IX Coordinator will also ensure that investigators are properly trained at least annually to conduct investigations that occur under this Policy. The Title IX Coordinator shall supervise and advise the Title IX investigators when conducting investigations.

6.2 Assessment of Complaint.

The Title IX Coordinator or designee will conduct a preliminary assessment of the complaint and determine whether a formal resolution or an informal resolution should occur. Informal resolution may be appropriate:

(a) With a complaint solely of sexual harassment, not including sexual violence as defined in this Policy; and
(b) When both parties are categorically similar (i.e. employee/employee or student/student).

6.3 Notification of University Offices Offering Assistance. After receiving a complaint, the Title IX Coordinator or Deputy Coordinator shall forward the complainant to the Director of Title IX Compliance to conduct the investigation or assign to another qualified investigator.

6.4 Informal Resolution of Certain Sexual Harassment Complaints. (OPTIONAL)

A complainant may use this option instead of or before filing a formal complaint, but is not required to do so. Also, this option is not permitted for sexual violence cases. Anyone who believes that he or she has been subject to sexual misconduct may immediately file a formal complaint as described in Section 3 of this Policy. An individual wishing to use the informal resolution process should contact the Title IX Coordinator.

(a) Informal Assistance. In certain sexual harassment complaints, an individual may not wish to file a formal complaint. If informal assistance is deemed appropriate by the Title IX Coordinator or designee, then the individual will be provided assistance in informally resolving the alleged sexual harassment. Assistance may include providing the complainant with strategies for communicating with the offending party that his or her behavior is unwelcomed and should cease, directing a University official to inform the offending party to stop the unwelcomed conduct, or initiating mediation. However, the University may take more formal action, including disciplinary action, to ensure an environment free of sexual harassment or sexual misconduct.
(b) Timeframe. Informal resolutions should be completed no later than 10 business days after the Title IX Coordinator receives the request for informal resolution.

(c) Confidentiality and Documentation. The University will document and record informal resolutions. The Title IX Coordinator will retain the documentation. If the individual’s wish to remain anonymous limits the University’s ability to establish facts and eliminate the potential harassment, the University will attempt to find the right balance between the individual’s desire for privacy and confidentiality and its responsibility to provide an environment free of sexual harassment.

6.5 Formal Complaint and Investigation.

**Formal Complaint.**

To begin the investigation process, the complainant should submit a signed, written statement setting out the details of the conduct that is the subject of the complaint, including the complainant’s name, signature, and contact information; the name of the person directly responsible for the alleged violation; a detailed description of the conduct or event that is the basis of the alleged violation; the date(s) and location(s) of the occurrence(s); the names of any witnesses to the occurrence(s); the resolution sought; and any documents or information that is relevant to the complaint. A complaint form is attached at APPENDIX B. The University may initiate an investigation regardless of the manner in which a complaint is received or whether a complaint is received at all.

However, the complainant is strongly encouraged to file a written complaint by using the attached compliant form at APPENDIX B. If the complaint is not in writing, the investigator should prepare a statement of what he or she understands the complaint to be and ask the complainant to verify that statement. The University office receiving the complaint should refer the complaint to the Title IX Coordinator.

**Investigation.**

(a) An investigator will be assigned to investigate the complaint...

(b) As part of the investigation process, the complainant and the respondent will be provided notice of the complaint and allowed a reasonable time to respond in writing.

(c) The complainant and the respondent may present any document or information that is believed to be relevant to the complaint.

(d) Persons thought to have information relevant to the complaint will be interviewed, and those interviews will be appropriately documented. Both the respondent and the complainant may recommend witnesses for interview and suggest questions that should be asked. Neither the complainant nor the respondent will normally attend these
interviews or the gathering of evidence; however, if either one is permitted to attend, the other shall have the same right.

(e) The investigation of a complaint will be concluded as soon as possible after receipt of the written complaint. In investigations exceeding 60 days, a justification for the delay will be presented to and reviewed by the Title IX Coordinator or his/her supervisor. The complainant, respondent, and supervisor should be provided updates on the progress of the investigation and issuance of the report.

(f) After the investigation is complete, a written report\(^2\) will be issued to the Title IX Coordinator and the appropriate administrator. The appropriate administrator will depend on the status of the respondent (i.e., student, faculty or employee). The report shall include factual findings and a preliminary conclusion of whether a policy violation occurred (based on a “preponderance of the evidence” standard).

(g) After the written report is completed, the complainant and respondent will be allowed to inspect the report or, at the university’s discretion, provided letters summarizing the findings in the report in keeping with FERPA and Texas Education Code, Section 51.971. If a letter is provided, it will contain enough detail to allow the complainant and respondent to comment on the adequacy of the investigation. Each will have 7 business days from the date of receipt (as indicated on the return receipt) to submit written comments regarding the investigation to the Title IX Coordinator.

(h) Within 7 business days after the deadline for receipt of comments from the complainant and respondent, the Title IX Coordinator or his or her designee will: (1) request further investigation into the complaint; (2) dismiss the complaint if it is determined that no violation of policy or inappropriate conduct occurred; or (3) find that the Policy was violated. A decision that the Policy was violated shall be based on the record.

(i) If the Title IX Coordinator or his or her designee determines that the Policy was violated, he or she will refer the matter for disciplinary action under the applicable disciplinary policies and procedures, which depend on the status of the respondent (i.e., student, faculty or employee).

(j) The complainant and the respondent shall be informed concurrently in writing of the decision in accordance with section 6.5.G of this Policy.

(k) The appropriate administrator will impose disciplinary action or sanction(s) in accordance with the applicable policies and procedures dependent on the status of the respondent (i.e., student, faculty or employee).

6.6 Standard of Proof. All investigations under this Policy will use the preponderance of the evidence standard to determine violations of this Policy.

\(^2\) Appropriate report redactions will be made to comply with Texas Education Code, Section 51.971.
6.7 Timelines. Barring any unforeseen and reasonable delays, the University will endeavor to resolve complaints under this Policy no later than 60 calendar days after the initial report was received by the Responsible Employee. If the investigation and resolution exceeds 60 calendar days, the University will notify all parties in writing of the reason for the delay and the expected time frame adjustment. Best efforts will be made to complete the process in a timely manner by balancing principles of thoroughness and fundamental fairness with promptness.

At the request of law enforcement, the University may defer its fact-gathering until after the initial stages of a criminal investigation. The University will nevertheless communicate with the complainant regarding his/her Title IX rights, procedural options, the status of the investigation, and the implementation of interim measures to ensure his/her safety and well-being. The University will also communicate with the respondent regarding his/her Title IX rights, procedural options and information regarding the status of the investigation. The University will promptly resume its fact-gathering as soon as law enforcement has completed its initial investigation, or if the fact-gathering is not completed in a reasonable time.

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

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

(a) Imposing sanctions against the respondent, including attending training, suspension, termination or expulsion;
(b) Ensuring the complainant and respondent do not share classes, working environments or extracurricular activities;
(c) Making modifications to the on campus living arrangements of the respondent or complainant (if the complainant requests to be moved);
(d) Providing comprehensive, holistic victim services including medical, counseling and academic support services, such as tutoring;
(e) Providing the complainant extra time to complete or re-take a class or withdraw from a class without an academic or financial penalty;
(f) Determining whether sexual misconduct adversely affected the complainant’s university standing;
(g) Designating an individual specifically trained in providing trauma-informed comprehensive services to victims of sexual violence to be on call to assist victims whenever needed;

(h) Conducting, in conjunction with University leaders, a University climate check to assess the effectiveness of efforts to ensure that the University is free from sexual misconduct, and using that information to inform future proactive steps that the University will take;

(i) Providing targeted training for a group of students if, for example, the sexual misconduct created a hostile environment in a residence hall, fraternity or sorority, or on an athletic team. Bystander intervention and sexual misconduct prevention programs may be appropriate;

(j) Issuing policy statements or taking other steps to clearly communicate that the University does not tolerate sexual misconduct and will respond to any incidents and to any individual who reports such incidents.

These remedies are separate from, and in addition to, any interim measures that may have been provided before the end of the University’s investigation. If the complainant did not take advantage of a specific service (e.g., counseling) when offered as an interim measure, the complainant should still be offered, and is still entitled to, appropriate final remedies that may include services the complainant declined as an interim measure. A refusal at the interim stage does not mean the refused service or set of services should not be offered as a remedy.

6.9 Sanctions and Discipline. Disciplinary action against faculty and employees will be handled under the University’s policies for discipline and dismissal of faculty and employees. Disciplinary actions may include, but are not limited to, written reprimands, the imposition of conditions, reassignment, suspension, and dismissal. Further information regarding disciplinary actions are contained within the Student Code of Conduct.

If a student is found responsible based upon the preponderance of the evidence (more likely to have occurred than not) for a violation as defined herein, the University may impose disciplinary sanctions including, but not limited to:

(a) **Expulsion.** Permanent separation of the student from the University. The student is restricted from enrolling at any other UT System institution without prior consent from the chief student affairs officer at that institution.

(b) **Suspension.** Suspension from the University is for a specified amount of time and prohibits, during the period of suspension, the student from entering campus, except in response to an official request. The student must comply with all conditions imposed prior to reenrollment. Further, the student is restricted from enrolling at any other UT
System institution during the term of the suspension without prior consent from the chief student affairs officer at that institution.

(c) **Deferred expulsion/suspension.** Expulsion/Suspension will be postponed, but will be automatic if the student commits any additional rule violations while on deferred suspension.

(d) **Disciplinary probation.** Disciplinary probation identifies a specified period of time during which the student is required to comply with terms and conditions that include not engaging in further conduct in violation of this policy. Any conduct in violation of these regulations while in a probationary status may result in the imposition of a sanction of suspension or expulsion.

(e) **Educational sanction.** An educational sanction may include the requirement to complete or attend educational activities, programs, or presentations, or any other learning experience deemed appropriate.

(f) **Developmental probation.** Requires a student to satisfy conditions related to the violation, such as counseling, educational seminars, or periodic meetings with a designated University official. This may be effective in providing educational opportunities for the student to participate in discussions that will explore alternative behaviors.

In accordance with federal law, when disciplinary action is commenced because of a violation of this Policy, the above policies will provide both parties equal opportunities in all aspects of the process including notices and advisor representation. Further, the standard of proof in determining the outcome will be the “preponderance of the evidence,” as defined in this policy.

**Sec. 7. Provisions Applicable to the Investigation.**

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

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

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

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

**Sec 8. Dissemination of Policy and Educational Programs.**

8.1 This Policy will be made available to all University administrators, faculty, staff, and students online at [www.utdallas.edu/oiec](http://www.utdallas.edu/oiec) and in University publications. Periodic notices will be sent to University administrators, faculty, staff and students about the University’s Sexual Harassment/Sexual Misconduct Policy. The notice will include information about sexual misconduct, including the complaint procedure, and about University disciplinary policies and available resources, such as support services, health, and mental health services. The notice will specify the right to file a complaint under this Policy and with law enforcement and will refer individuals to designated offices or officials for additional information.

8.2 Ongoing Sexual Misconduct Training. The University’s commitment to raising awareness of the dangers of sexual misconduct includes offering ongoing education through annual training and lectures by faculty, staff, mental health professionals, and/or trained University personnel. The University will periodically educate and train employees and supervisors regarding the Policy and conduct that could constitute a violation of the Policy. Preventive education and training programs will be provided to University administrators, faculty, staff, and students and will include information about risk reduction, including bystander intervention. Training on sexual harassment and sexual violence policy and procedures will be provided to law enforcement personnel, including training on their obligation to advise University administrators, faculty, staff, and students of their rights to file a complaint under this Policy and their right to file a criminal complaint.

8.3 Training of Coordinators, Investigators, Hearing and Appellate Authorities. All Title IX Coordinators, Deputy Coordinators, Investigators, and those with authority over sexual misconduct hearings and appeals shall receive training each academic year about offenses, investigatory procedures, due process, and University policies related to sexual misconduct.

**Sec. 9. Additional Conduct Violations.**

9.1 Retaliation. Any administrator, faculty member, student or employee who knowingly and intentionally retaliates in any way against an individual who has brought a complaint under this Policy, participated in an investigation or disciplinary process of such a complaint, or
opposed any unlawful practice, is subject to disciplinary action up to and including dismissal or separation from the University.

9.2 False Complaints. Any person who knowingly and intentionally files a false complaint under this Policy is subject to disciplinary action up to and including dismissal or separation from the University. A finding of non-responsibility does not indicate a report was false.

9.3 Interference with an Investigation. Any person who knowingly and intentionally interferes with an ongoing investigation conducted under this Policy is subject to disciplinary action up to and including dismissal or separation from the University. Interference with an ongoing investigation may include, but is not limited to:

(a) Attempting to coerce, compel, or prevent an individual from providing testimony or relevant information;

(b) Removing, destroying, or altering documentation relevant to the investigation; or

(c) Providing false or misleading information to the investigator, or encouraging others to do so.

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

Sec. 10 Documentation.

The University shall confidentially maintain information related to complaints under this Policy, as required by law. The Title IX Coordinator will document each complaint or request for assistance under this Policy, whether made by a victim, a third party, or anonymously, and will review and retain copies of all reports generated as a result of investigations. These records will be kept confidential to the extent permitted by law. Any person who knowingly and intentionally makes an unauthorized disclosure of confidential information contained in a complaint or otherwise related to the investigation of a complaint under this Policy is subject to disciplinary action.

Sec. 11 Annual Reporting and Notice.
The University’s Title IX General Policy Statement will be made available to all students, faculty, and employees online, in required publications and in specified departments. On an annual basis, and upon any updates to this Policy, the University will send notice of its compliance with Title IX as required by law. The annual notice shall designate the Title IX Coordinator and Deputy Coordinators, explain which offenses are prohibited and where to report violations of this Policy, provide information regarding victim resources, and provide a link to this Policy and other related University websites.

Definitions and Examples

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

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

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

The definition of consent for the crime of sexual assault in Texas can be found in Section 22.011(b) of the Texas Penal Code.4

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

4 Texas Penal Code, Section 22.011(b) states that a sexual assault is without consent if: (1) the actor compels the other person to submit or participate by the use of physical force or violence; (2) the actor compels the other person to submit or participate by threatening to use force or violence against the other person, and the other person believes that the actor has the present ability to execute the threat; (3) the other person has not consented and the actor knows the other person is unconscious or physically unable to resist; (4) the actor knows that as a result of mental disease or defect the other person is at the time of the sexual assault incapable either of appraising the nature of the act or of resisting it; (5) the other person has not consented and the actor knows the other person is unaware that the sexual assault is occurring; (6) the actor has intentionally impaired the other person’s power to appraise or
**Dating Violence** — Violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim.

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

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

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

**Domestic (Family) Violence** — includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with control the other person's conduct by administering any substance without the other person's knowledge; (7) the actor compels the other person to submit or participate by threatening to use force or violence against any person, and the other person believes that the actor has the ability to execute the threat.

5 Dating Violence is defined by the Texas Family Code, Section 71.0021 as:

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

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

6 Family Violence is defined by the Texas Family Code Section 71.004 as:

(1) an act by a member of a family or household against another member of the family or household that is intended to result in physical harm, bodily injury, assault, or sexual assault or that is a threat that reasonably places the member in fear of imminent physical harm, bodily injury, assault, or sexual assault, but does not include defensive measures to protect oneself;
whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the state of Texas, or by any other person against an adult or youth victim who is protected from that person’s acts under the domestic or family violence laws of the state of Texas.

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

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

To ultimately determine whether a hostile environment exists for an individual or individuals, the University considers a variety of factors related to the severity, persistence, or pervasiveness of the sex-based harassment, including:

- the type, frequency, and duration of the conduct
- the identity and relationships of the persons involved
- the number of individuals involved
- the location of the conduct and the context in which it occurred
- the degree to which the conduct affected an individual’s education or employment

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

**First Amendment Considerations:** this Policy does not impair the exercise of rights protected under the First Amendment. The University’s sexual misconduct policy prohibits only sex-based

(2) abuse, as that term is defined by Sections 261.001(1)(C), (E), and (G), by a member of a family or household toward a child of the family or household; or

(3) dating violence, as that term is defined by Section 71.0021

Texas Penal Code Section 22.01 provides the criminal penalties associated with Domestic (Family) Violence.
harassment that creates a hostile environment. In this and other ways, the University applies and enforces this Policy in a manner that respects the First Amendment rights of students, faculty, and others.

**Incapacitation** – A state of being that prevents an individual from having the capacity to give consent. For example, incapacitation could result from the use of drugs or alcohol, a person being asleep or unconscious, or because of an intellectual or other disability.

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

**Other Inappropriate Sexual Conduct** – Includes unwelcome sexual advances, requests for sexual favors, or verbal or physical conduct of a sexual nature directed towards another individual that does not rise to the level of sexual harassment but is unprofessional, inappropriate for the workplace or classroom and is not protected speech. It also includes consensual sexual conduct that is unprofessional and inappropriate for the workplace or classroom.

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

**Responsible Employee** – A University employee who has the duty to report incidents of sexual misconduct to the Title IX Coordinator or other appropriate designee, or an employee whom an individual could reasonably believe has this duty. Responsible employees include all administrators, faculty, supervisory staff, resident life directors and advisors, and graduate teaching assistants, except any employee with confidentiality obligations as defined in Section 3.2. Incidents of sexual misconduct (including sexual harassment and sexual violence) and other inappropriate sexual conduct may also be reported to Responsible Employees.

**Retaliation** – Any adverse action threatened or taken against someone because the individual has filed, supported, provided information in connection with a complaint of sexual misconduct or engaged in other legally protected activities. Retaliation includes, but is not limited to, intimidation, threats or harassment against any complainant, witness or third party.
Sexual Assault\textsuperscript{7} – An offense that meets the definition of rape, fondling, incest, or statutory rape:

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

Sexual Exploitation – Occurs when an individual takes non-consensual or abusive sexual advantage of another for his or her own benefit, or to benefit anyone other than the one being exploited. Examples of sexual exploitation include, but are not limited to, engaging in voyeurism; forwarding of pornographic or other sexually inappropriate material by email, text, or other channels to non-consenting students/groups; and any activity that goes beyond the boundaries of consent, such as recording of sexual activity, letting others watch consensual sex, or knowingly transmitting a sexually transmitted disease (STD) to another.

Sexual Harassment – Unwelcome conduct of a sexual nature including but not limited to unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature, when submission to such conduct is made either explicitly or implicitly a term or condition of a person’s student status, employment, or participation in University activities; such conduct is sufficiently severe or pervasive that it interferes with an individual’s education, employment, or participation in University activities, or creates an objectively hostile environment; or such conduct is intentionally directed towards a specific individual and has the effect of unreasonably interfering with that individual’s education, employment, or participation in

\textsuperscript{7} Sexual Assault is defined by Texas Penal Code, Section 22.011 as intentionally or knowingly:
\begin{itemize}
  \item[a)] Causing the penetration of the anus or sexual organ of another person by any means, without that person’s consent; or
  \item[b)] Causing the penetration of the mouth of another person by the sexual organ of the actor, without that person’s consent; or
  \item[c)] Causing the sexual organ of another person, without that person’s consent, to contact or penetrate the mouth, anus, or sexual organ of another person, including the actor.
\end{itemize}
University activities, or creating an intimidating, hostile, or offensive environment. Sexual harassment is a form of sex discrimination that includes:

(a) Sexual violence, sexual assault, stalking, domestic violence and dating violence as defined herein.
(b) Physical conduct, depending on the totality of the circumstances present, including frequency and severity, including but not limited to:
   o unwelcome intentional touching; or
   o deliberate physical interference with or restriction of movement
(c) Verbal conduct not necessary to an argument for or against the substance of any political, religious, philosophical, ideological, or academic idea, including oral, written, or symbolic expression, including but not limited to:
   o explicit or implicit propositions to engage in sexual activity;
   o gratuitous comments, jokes, questions, anecdotes or remarks of a sexual nature about clothing or bodies;
   o gratuitous remarks about sexual activities or speculation about sexual experiences;
   o persistent, unwanted sexual or romantic attention;
   o subtle or overt pressure for sexual favors;
   o exposure to sexually suggestive visual displays such as photographs, graffiti, posters, calendars or other materials; or
   o deliberate, repeated humiliation or intimidation based upon sex

**Sexual Misconduct** – A broad term encompassing a range of non-consensual sexual activity or unwelcome behavior of a sexual nature. The term includes, but is not limited to, sexual assault, sexual exploitation, sexual intimidation, sexual harassment, domestic violence, dating violence, and stalking. Sexual misconduct can be committed by men or women, strangers or acquaintances, and can occur between or among people of the same or opposite sex.

**Sexual Violence** – Physical sexual acts perpetrated against a person’s will or where a person is incapable of giving consent. The term includes, but is not limited to, rape, sexual assault, sexual battery, sexual coercion, sexual abuse, indecency with a child, and/or aggravated sexual assault.
Stalking — Engaging in a course of conduct directed at a specific person that would cause a reasonable person to fear for his or her safety or the safety of others, or suffer substantial emotional distress. For the purposes of this definition:

(a) *Course of conduct* means two or more acts, including, but not limited to, acts in which the stalker directly, indirectly, or through third parties, by any action, method, device, or means, follows, monitors, observes, surveils, threatens, or communicates to or about a person, or interferes with a person’s property.

(b) *Reasonable person* means a reasonable person under similar circumstances and with similar identities to the victim.

(c) *Substantial emotional distress* means significant mental suffering or anguish that may, but does not necessarily, require medical or other professional treatment or counseling.

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

a) is considered harassment, or that the actor knows or reasonably should know the other person will regard as threatening:
   i. bodily injury or death for the other person;
   ii. bodily injury or death for a member of the other person's family or household or for an individual with whom the other person has a dating relationship; or
   iii. that an offense will be committed against the other person's property;

b) causes the other person, a member of the other person's family or household, or an individual with whom the other person has a dating relationship to be placed in fear of bodily injury or death or in fear that an offense will be committed against the other person's property, or to feel harassed, annoyed, alarmed, abused, tormented, embarrassed, or offended; and

c) would cause a reasonable person to:
   i. fear bodily injury or death for himself or herself;
   ii. fear bodily injury or death for a member of the person's family or household or for an individual with whom the person has a dating relationship;
   iii. fear that an offense will be committed against the person's property; or
   iv. feel harassed, annoyed, alarmed, abused, tormented, embarrassed, or offended
APPENDIX A.

Relevant Federal and State Statutes, and Standards
- Clery Act, 20 U.S.C 1092(f) and its implementing regulations 34 C.F.R. Part 668
- FERPA Regulations, 34 C.F.R. Part 99

Other Relevant Policies, Procedures, and Forms
- Regents’ Rules and Regulations, Rule 30105, Sexual Harassment, Sexual Misconduct, and Consensual Relationships
- UT System Administration System wide Policy (UTS 184), Consensual Relationships
- University’s Sex Discrimination Policy
- Regents’ Rules and Regulations, Rule 31008, Termination of a Faculty Member
- Standard of Conduct Guide
- Student Code of Conduct
- Non-Discrimination Policy
- Discipline Dismissal and Grievances

System Administration Office(s) Responsible for Policy
- Office of General Counsel

Dates Approved or Amended
- April 6, 2015
- February 21, 2012

Contact Information
- Questions or comments about this Policy should be directed to: Title IX Coordinator 972-883-2292 (AVP Institutional Equity and Compliance and Title IX Coordinator), to report an incident of sexual misconduct, harassment or sexual violence.

Victim Resources
1. Immediate Assistance :
   - UT Dallas Police - http://utdallas.edu/police
   - Dean of Students - 972-883-6391, To report an incident of sexual misconduct, harassment or sexual violence
o Student Counseling Center, During normal business hours: 972-883-2575, After hours: 972-UTD-TALK (972-883-8255), to make a confidential report of sexual misconduct
  Individual and group counseling
o Student Health Center 972-883-2747, to report an incident of sexual misconduct,
  Educational and prevention information, Testing for sexually transmitted diseases after
  an assault
o Women’s Center -972-883-6555
o Student Wellness Center 972-883-4275, Education and prevention information
o Residential Life- 972-883-5361, To report an incident of sexual misconduct, Peer
  Adviser training on issues related to sexual assault, On-site educational programs,
  Individual and groups support follow-up

2. Other resources are available:
  o Rape, Abuse & Incest National Network (RAINN) – https://www.rainn.org/public-
    policy/campus-safety
  o Dallas Area Rape Crisis Center – http://www.dallasrapecrisis.org/what-we-do/get-
    info/effects-of-sexual-assault/
  o IGNITE Texas- www.ignitetx.org

3. Dallas Area Resources:
  o Dallas Area Rape Crisis - 972-641-7273, 24 hour hotline
  o The Turning Point - 800-886-RAPE, 24 hour hotline in Collin County
  o Brighter Tomorrows- 972-262-8383, Survivors of domestic and sexual violence
  o Chetna- 866-410-5565, Domestic violence (Asian community)
  o Texas Department of Family and Protective Services - 800-252-5400, Elderly, child, and
    disabled adult abuse
  o Genesis Counseling Associates- 214-350-2223

4. Domestic violence:
  o Genesis Women’s’ Shelter & Support, 214-946-HELP, Domestic violence
  o Hope’s Door - 972-422-7233, Domestic violence
  o The Hotline - 800-799-7233, 24 hour hotline
  o New Beginning Center - 972-276-0057, Victims of domestic violence
  o Victim Intervention Center at Parkland - 214-590-0430
  o 24 hour hotline, Victim Intervention Center at Parkland - 214-590-2926

5. Counseling, Psychiatry, find shelter:
  o Safe Haven- 877-701-7233
  o The Family Place - 214-941-1991
OFFICE OF INSTITUTIONAL EQUITY & COMPLIANCE INCIDENT REPORT FORM

The Office of Institutional Equity and Compliance handles student, employee, and visitor reports of discrimination and harassment based on age, color, disability, genetic information, national origin, race, religion, sex (including pregnancy), veteran status, sexual orientation, gender identity and gender expression. This includes reports of sexual misconduct, including sexual harassment and sexual violence. Our office also handles reports of relationship violence and stalking.

Once you submit this form, you may be contacted by someone from the Office of Institutional Equity and Compliance (OIEC) if additional information is needed. Regardless of the nature of your report, the University will ensure that your report is forwarded to the office with responsibility for investigating and addressing, as appropriate, based on the information you have provided.

IF THERE IS IMMEDIATE RISK TO LIFE, SAFETY, OR PROPERTY, PLEASE CALL 911 or you may call CAMPUS POLICE AT (972)883-2222

CONTACT INFORMATION

Today's Date

Your Name: ____________________________

Faculty [ ] Staff [ ] Student [ ] Other (Please Explain): [ ]

Employee or Student ID# (if applicable): _______________________________________

Preferred Method of Contact: Phone [ ] Email [ ]

Preferred Phone#: ________________________ Preferred Email: ________________________

Home Address: ________________________________________________________________

Campus Address: ______________________________________________________________

Department Name (Employees only): _____________________________________________

PERSONS INVOLVED

Please use this section to list the names of the parties involved as well as any witnesses, etc. Enter as much information as possible. If you have included your name above, it is not necessary to add it to this section.

<table>
<thead>
<tr>
<th>Name of Person or Organization</th>
<th>Role</th>
<th>Email/Phone#</th>
</tr>
</thead>
</table>

REPORT DETAILS

Nature of this Report (check all that apply):

- [ ] Discrimination
- [ ] Retaliation
- [ ] Harassment
- [ ] Sexual Misconduct, (including Sexual Harassment and Sexual Violence)
- [ ] Relationship Violence
- [ ] Stalking

Other: ____________________________________________

v. 2.7.15
Do you feel this happened because of [check all that apply]:

[ ] Age  
[ ] National Origin  
[ ] Color
[ ] Race  
[ ] Religion  
[ ] Sex (Including pregnancy)
[ ] Disability  
[ ] Sexual Orientation  
[ ] Veteran Status
[ ] Gender identity  
[ ] Gender Expression  
[ ] Genetic Information
[ ] Other

Not Applicable

Comment: ____________________________________________________________

INCIDENT DETAILS

Date of incident: ___________________________  Time of incident: ___________________________

Specific Location of incident: __________________________________________________________

Have you notified anyone else or any other campus or non-campus unit about this incident? If yes, who did you notify:

Please provide as much detail as you are comfortable with concerning the incident. This narrative will be reviewed by the appropriate staff member at the Office of Institutional Equity and Compliance:

STATEMENTS OF NON-RETAILIATION AND CONFIDENTIALITY

The University’s Policy on Retaliation prohibits retaliation against an individual who in good faith files a report and/or participates in any investigation related to an allegation of prohibited harassment or discrimination. I understand that this Incident Report Form, any correspondence, and all discussions pertaining to this complaint process are confidential to the extent permitted by law. By typing my initials below, I agree to abide by these guidelines.

Initial Here: ___________________________  Date: ___________________________

For further information, you may contact the UT Dallas Title IX Coordinator at TitleIXCoordinator@utdallas.edu or 972-883-2218.

v. 2.7.15
Item 11: Amendments to UTDPP1013-Academic Program Review Committee Charge
Academic Program Review - UTDPP1013

Policy Charge

Academic Program Review PRC

Policy Statement

Academic units and programs - Degree programs, as defined by the Classification of Instructional Program Code, are reviewed regularly to evaluate their quality and their effectiveness in supporting the university's mission. As described by this policy, the Program Review Committee, a standing committee composed of members of The University of Texas at Dallas faculty and academic administration, oversees the review process. The Committee functions in cooperation with the Executive Vice President and Provost (Provost), under whose auspices Academic Program Reviews are conducted.

Program Review Committee (PRC)

This university committee maintains general oversight of the review process to assure its efficacy and uniformity. During each program review, one member of the Program Review Committee, designated the Program Review Committee Monitor, participates directly in the process. The entire Program Review Committee evaluates the operation of the review process on a continuing basis and makes an annual report to the Provost and Academic Senate. In this report, it recommends any modifications of policies or procedures regarding reviews it considers advisable. In addition, it consults with and advises the Provost on other aspects of reviews as requested.

The membership of the Program Review Committee is comprised of six faculty members and four deans who are appointed by the President to one-year renewable terms. Members from the faculty are recommended by the Academic Senate after consultation with the Committee on Committees; deans are recommended by the Provost. Faculty should be drawn from the schools in which reviews will be conducted during the year of their service, or from the library if the library is to be reviewed.

The Responsible University Official is the Executive Vice President and Provost.

The term "Academic Program" or "unit" as used in this document may refer either to a degree-granting program, department, school, or to any academically coherent, distinctively functioning subdivision thereof.

Commented [PN1]: UT System memo (July 30, 2015) from Steve Leslie indicates that UT System no longer requires external reviews of colleges and schools at UT academic institutions.
Frequency of Review and Criteria for Selection

In accord with Texas Administrative Code, Title 19, Part 1, Chapter 5, Subchapter C, Section 5.52, degree programs Academic Programs ("units") shall be reviewed in intervals not to exceed seven years. Reviews may occur more frequently if the Provost, in consultation with the appropriate dean, finds that the circumstances of a particular program warrant an earlier date. However, a program may not need to be reviewed under the procedures of this policy if mandated external accreditation reviews occur regularly and substantially meet the criteria outlined under The Review Procedure below. According to Texas Administrative Code, Title 19, Part 1 Chapter 5, Subchapter C, Section 5.52 (c)(11) and (d)(11), institutions may submit reviews performed for programmatic licensure or accreditation in satisfaction of the state's review and reporting requirements.

Master's programs classified with the same 6-digit Classification of Instructional Programs (CIP) as doctoral programs are reviewed simultaneously with their related doctoral programs. UT Dallas reviews bachelors programs in the same discipline as masters and doctoral programs simultaneously with those programs.

Selection of programs/units to be reviewed in a given year will be made by the Provost after consultation with the Program Review Committee and the appropriate dean(s). The review schedule will be submitted to the Texas Higher Education Coordinating Board (THECB) staff. The factors (not in priority order) to be considered when creating the review schedule include:

1. Planned program changes;
2. Elapsed time since last major review of budget, staff and degree programs;
3. University or program accreditation cycles;
4. Significant changes in student demand; and
5. Overlap or shared responsibilities with other programs being reviewed.

The Review Team

The Program Review Committee oversees the evaluation conducted by a Review Team that is appointed and charged by the Provost. The Provost consults with the degree programs undergoing review and/or the Program Review Committee, as appropriate, regarding selection of Review Team members. The Review Team's composition may vary from program to program, but will incorporate both internal and external members. Typically, it will include:

1. At least two members from the UT Dallas faculty and academic administration who are not affiliated with the program to be reviewed, appointed by the Provost after soliciting recommendations from the Program Review Committee.
2. One member of the Program Review Committee, appointed by the Provost after consultation with the Program Review Committee, to act as the Program Review
Committee Monitor. In addition to responsibilities as a regular member of the Review Team, the Program Review Committee Monitor will have the duty of conferring with and reporting to the Program Review Committee and, on the basis of knowledge acquired as a member of the Program Review Committee, of helping each Review Team ensure consistency of its individual review within the overall review process. This individual will not be affiliated with the program under review.

3. For doctoral programs, at least two external reviewers with subject-matter expertise who are employed by institutions outside of Texas will be appointed by the Provost after consultation with the unit under review and brought to campus for an on-site review. The reviewers must affirm that they have no conflict of interest and must be part of programs that are nationally recognized for excellence in the discipline.

4. For masters programs, at least one external reviewer with subject-matter expertise who is employed by an institution outside of Texas will be appointed by the Provost after consultation with the unit under review and will be provided the self-study materials. UT Dallas can invite the reviewer(s) to campus or request that they conduct a remote desk review. Each reviewer must affirm that he or she has no conflict of interest and must be part of a program that is nationally recognized for excellence in the discipline.

The Provost may add additional members as appropriate. One member of the Review Team, usually a member not affiliated with UT Dallas, will be designated Chair of the Review Team by the Provost at the time the Team is constituted. The Review Team will evaluate the degree program and as requested by a written charge prepared by the Provost after consultation with the Program Review Committee.

The Review Procedure

Reviews will be conducted as follows:

The degree program undergoing review will consult with the Provost regarding suitable dates for the Review Team's campus visit, and the detailed schedule of events during the visit. It will prepare a comprehensive self-study document (an internal planning document, not intended for general distribution) in accordance with guidelines and instructions issued by the Provost. These guidelines include criteria outlined in Texas Administrative Code, Title 19, Part 1, Chapter 5, Subchapter C, Section 5.52, Review of Existing Degree Programs. The Review Team also will collaborate with the Provost in ensuring that the Review Team's on-campus needs are met. The Provost will designate a Review Coordinator (the Dean, Head, Director, or suitable substitute) from the degree program under review to ensure that the duties assigned to the program unit in connection with the Review Team are carried out.

The Provost will provide the Review Team a written charge, along with the unit's self-study document. The Provost will issue the visit schedule, oversee the visit arrangements for the Review Team (transportation, housing, meals, reimbursement, etc.) and serve as liaison between the Review Team and the program unit being reviewed.
Before the campus visit, the Review Team will familiarize itself with the degree program's self-study, and with the Provost's charge. During the visit, it will consult with members of the degree program's faculty, students, and staff and inspect facilities. It may request additional information beyond that provided in the self-study. Adequate time will be allowed in the latter part of the visit for the Review Team to deliberate in private and reach its conclusions.

At the beginning of the visit, the Review Team will have an introductory meeting and orientation interview, hosted by the Provost's Office. Before leaving the campus, the Review Team will hold two exit interviews. In the first, held with the Program Review Committee and the degree program's faculty and administration, the Review Team will provide its preliminary assessment of the goals, plans, staffing, resources, existing and potential strengths, etc., of the degree program, and those areas needing improvement. In the second, held with the Provost, the President and other appropriate central senior administrators, the Review Team will summarize its immediate impressions and provide a forecast of its eventual written report. Then, within one month of the campus visit, the Chair of the Review Team will provide a complete written report on the Review Team's conclusions to the Provost.

Along with addressing any unique aspects of its charge, the Review Team's report will assess the degree program's overall performance and its specific strengths and weaknesses and make recommendations for any changes the Review Team thinks are advisable. The evaluation should refer to the program's self-study and note items of agreement and disagreement between the Review Team's assessments and those of the self-study. The Review Team will share its final report with the faculty and administration of the degree program. The program's chief administrative officer, in cooperation with faculty and staff, will provide a written response to the report to the Provost's Office within one month of receiving the report, giving specific actions planned in the light of the Review Team's recommendations. Where the program disagrees with findings and/or recommendations of the Review Team, it will state its reasons for such disagreements. The program's faculty will have access to this document as well as to the Review Team's report. The Provost will discuss the Review Team's report and program's response with the program's administration and faculty. Finally, the Provost will prepare recommendations to the President. The university administration will submit a report of the outcomes of each review, including: the Executive Summary from the self-study, the evaluation of the Review Team's report and a summary of actions the institution has taken or will take to improve the program, to the THECB no later than 180 days after the Review Team has submitted its findings to the institution.

In the years between reviews of the degree program, this record of the Program Review will be pertinent to decisions on budget, staffing, curricular and degree changes, and allocation of special resources.

**Policy History**

- Editorial Amendments: February 2, 1998
- Editorial Amendments: September 1, 2000
- Revised: July 11, 2005
- Editorial Amendments: August 3, 2006