



**POLICY PROHIBITING FIREARMS AND WEAPONS ON TMC PROPERTY**  
**CAMPUS WIDE POLICY**

**Purpose**

Texas Medical Center ("TMC") hereby establishes this Policy Prohibiting Firearms and Weapons on TMC Property (the "Policy") pursuant to Section 30.05, Texas Penal Code (the "Texas Firearm Carry Act of 2021"), Section 30.06, Texas Penal Code (the "Texas Concealed Carry Act") and Section 30.07, Texas Penal Code (the "Texas Open Carry Act") and its enabling regulations.

As TMC is committed to providing a safe and secure environment for the entire TMC community, these restrictions on the ability to carry Firearms or Weapons, concealed or otherwise, on TMC Property (as defined below) have been developed and will be implemented in accordance with the Texas Firearm Carry Act of 2021, the Texas Concealed Carry Act and the Texas Open Carry Act (and other applicable laws) to best provide for a safe and secure environment.

**Persons Covered by this Policy**

This Policy applies to all parties on TMC Property excluding TMC or Member Institution personnel specifically designated for security and/or law enforcement functions.

**Definitions**

1. "TMC Campus" includes all the land and improvements controlled by TMC, whether owned, leased, or licensed. TMC Campus also includes any location that comes under the control of TMC, whether owned, leased, or licensed.
2. "Firearm" means a loaded or unloaded device, by whatever name known, which is designed to expel a projectile or projectiles by the action of an explosion, expansion of gas, or escape of gas.
3. "TMC Member Institutions" include the approximately 61 members within the TMC Campus which work together to promote the highest standards of patient care, research, and education to transform the future of medicine.
4. "TMC Property" or "Property of TMC" includes any building or improvement, including, without limitation, offices and storage facilities, classroom, laboratory, medical clinic, hospital, or research venue, whether owned, leased or operated by TMC; any real property, including parking areas, sidewalks and common areas under the control of TMC; any TMC or Member Institution related property, whether leased or owned by TMC or the Member Institution; and any vehicles of any kind owned, leased or controlled by TMC.
5. "Weapon" means any device, whether loaded or unloaded, that shoots a bullet, pellet, flare or any other projectile including those powered by CO<sup>2</sup>, including, but not limited to, machine guns, rifles, shotguns, handguns or other firearm, BB/pellet gun, spring gun, paint ball or airsoft gun, flare gun, stun gun, taser or dart gun and any ammunition for any such device; any explosive device including, but not limited to, firecrackers and black powder; any device that is designed or traditionally used to inflict harm including,

but not limited to, bows and arrows, any knife with a blade longer than three inches, hunting knife, fixed blade knife, throwing knives, dagger, razor, other cutting instrument the blade of which is exposed, blackjack, slingshot, billyclub, sandclub, sandbag, or metal knuckles; and any replica or facsimile of a device covered by the foregoing, including toys and anything which reasonably could be mistaken therefor.

## **Prohibited Activities and Other Restrictions**

### **A. Weapons or Firearms**

To the fullest extent permitted by law, TMC maintains a Weapons and Firearms free campus. This means that no person covered by this Policy, unless authorized by law or specifically exempted by federal or state law or this Policy, is authorized to possess a Weapon or Firearm while on TMC Property or engaged in TMC-related business or activities or otherwise present in, on or about the TMC Property located on the TMC Campus.

Without limiting the foregoing, TMC expressly prohibits: (i) any person covered by this Policy from possessing a Weapon or Firearm while in, on or about the TMC Property located on the TMC Campus, even if that person has a valid federal or state license to possess a Weapon or Firearm pursuant to the signs prohibiting such possession posted on the TMC Campus; and (ii) any person covered by this Policy from displaying, brandishing, discharging or otherwise using any and all Weapons or Firearms, including concealed Weapons or Firearms, while in, on or about the TMC Property located on the TMC Campus.

### **B. Exceptions**

The provisions of this Policy do not apply to the possession of Weapons or Firearms while in, on or about the TMC Property located on the TMC Campus to the extent that the possession of Weapons or Firearms is directly related to one of the exceptions set forth below, which exceptions are intended, consistent with applicable law, to be narrowly construed and applied:

- (i) The Weapon or Firearm is carried, concealed or otherwise, by (a) a TMC public safety officer or a safety officer of a Member Institution who is required to carry a Weapon or Firearm as a condition of his or her employment; or (b) a law enforcement officer from an external agency conducting official business on the TMC Campus.
- (ii) TMC's Chief Executive Officer, in his or her discretion, may grant a comparable exception to an individual who has requested permission to carry, concealed or otherwise, a Weapon or Firearm when circumstances indicate such an exception is reasonably justified and its granting will not pose an unreasonable risk to health and safety (hereinafter referred to as a "Case-By-Case Exception"). A Case-By-Case Exception may be approved with such restrictions as deemed appropriate, including, but not limited to, the nature and number of Weapons or Firearms authorized, the Property of TMC and/or TMC Campus in, on or about which the Weapon or Firearm may be carried or the time the Case-By-Case Exception will remain in effect. An individual seeking a Case-By-Case Exception must submit his or her request in writing, and the request, at a minimum, must contain the individual's full name, address, and relationship to TMC, a description of the Weapon or Firearm desired to be carried, a statement explaining the basis for the request, and, if applicable, a copy of his or her concealed carry permit. The Chief Executive Officer of TMC, or his or her designee, may request any additional information he or she deems necessary or appropriate to evaluate the request. Anyone granted a Case-By-Case Exception will receive a letter so indicating from the TMC Chief Executive Officer, which he or she must carry with him or her while in, on, or about the TMC Property on the TMC Campus. TMC shall maintain a list of all Case- By-Case Exceptions granted and reserves the right to terminate any such grants of exception.

- (iii) TMC does not restrict the concealed carry of a Weapon or Firearm on an institution of higher education if that institution has not restricted the concealed carry of a Weapon or Firearm in accordance with Section 411.2031, Government Code.

C. Parking Areas

A Weapon or Firearm may be transported into an unrestricted TMC parking area on the TMC Campus within a vehicle only (i) by TMC or Member Institution employees and (ii) if the weapon or firearm and its ammunition remain locked in a case out of plain view within the parked vehicle. Parking areas on the TMC Campus shall be deemed unrestricted unless signage indicates that they have been designated as areas where Weapons and Firearms are not permitted.

All patients and visitors are prohibited from storing Firearms or ammunition in TMC Campus parking areas.

TMC reserves the right to make and change such designations from time to time in its sole discretion.

For purposes of this section “case” shall mean (i) a glove compartment or console that completely encases the weapon or firearm and its ammunition; (ii) the enclosed trunk of the vehicle; or (iii) a weapon or firearm carrying box, shipping box or other container.

The Weapon or Firearm may only be removed and may only be concealed in the immediate area surrounding his or her vehicle within the unrestricted parking lot for the limited purpose of storage or retrieval from within the trunk of the vehicle; provided that the Weapon or Firearm has first been unloaded before removal from the vehicle.

D. Public Rights of Way

An individual carrying a concealed Weapon or Firearm shall not be deemed to be in violation of this Policy while he or she is traveling along a public right of way that touches or crosses the TMC Campus if the concealed firearm is being carried in accordance with the provisions of the Texas Concealed Carry Act or is being transported in a vehicle in accordance with the Texas Concealed Carry Act and all other applicable provisions of law.

**Signage**

TMC shall determine the exact placement of clearly and conspicuously posted signs at all building entrances and any restricted parking area entrances indicating that concealed and open carry Firearms are prohibited, and shall be responsible for the placement and maintenance of signage at building entrances and restricted parking area entrances where vehicles containing Weapons or Firearms are prohibited, all in accordance with the Texas Firearm Carry Act of 2021, the Texas Concealed Carry Act and Texas Open Carry Act. Signs shall be in accordance with the design approved by the Texas State Legislature. For the avoidance of doubt, other TMC Departments may not post additional or any other such signage.

**Enforcement**

Any individual, including those visiting or conducting business on the TMC Campus, found to have carried a Weapon or Firearm in, on or about the Property of TMC located on the TMC Campus knowingly, or found to be carrying a Weapon or Firearm under circumstances in which the individual should have known that he or she was in possession of a Weapon or Firearm, may be removed from and/or banned from the TMC Campus for such time and extent as TMC determines appropriate.

Any student found to have carried a Weapon or Firearm in, on or about the Property of TMC located on the TMC Campus knowingly, or found to be carrying a Weapon or Firearm under circumstances in which the student should

have known that he or she was in possession of a Weapon or Firearm, may, in accordance with applicable TMC policies, also be removed from and/or banned from the TMC Campus for such time and extent as TMC determines appropriate, after consultation and coordination with the student's primary educational institution.

Any employee found to have carried a Weapon or Firearm in, on or about the Property of TMC located on the TMC Campus knowingly, or found to be carrying a Weapon or Firearm under circumstances in which the employee should have known that he or she was in possession of a Weapon or Firearm, may, in accordance with applicable TMC policies, be subject to discipline up to and including, but not limited to, immediate termination of employment.

If a Member Institution employs the individual, TMC will consult with and coordinate the disciplinary outcome in conjunction with the employer/member institution.

In addition to any other action, violations of this Policy may result in referrals to external law enforcement agencies.

Non-compliance by any of the above may also result in arrest where a criminal violation may occur.

This policy shall be effective on April 11, 2022.