

MATERIAL SUPPORTING THE AGENDA

VOLUME XXXVIIa

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

October 13, 1989  
December 7, 1989

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

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

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

Yellow paper - emergency items distributed at the meeting.

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



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

**Meeting No.:** 844

**Date:** October 13, 1989

**Location:** Richardson, Texas

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BOARD OF REGENTS  
OF  
THE UNIVERSITY OF TEXAS SYSTEM

CALENDAR

Place: Room 1.212, Conference Center  
The University of Texas at Dallas  
2601 North Floyd Road  
Richardson, Texas

Host Institution: The University of Texas at Dallas

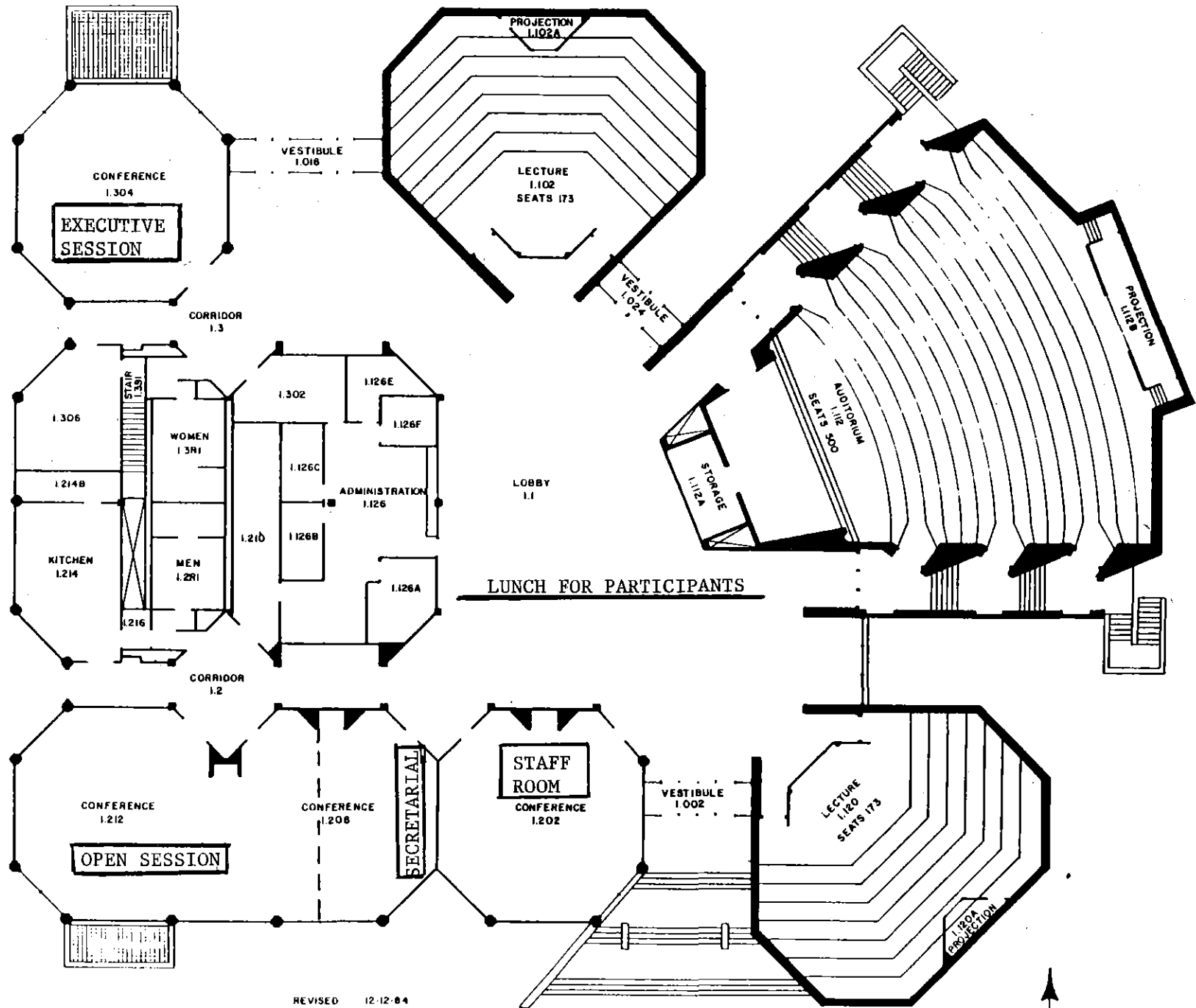
Friday, October 13, 1989

12:00 p.m.	Convene in Open Session for the sole purpose of recessing to Executive Session
1:00 p.m. or upon recess of Executive Session	Reconvene in Open Session to continue until completion of business

See Pages B of R 1 - 41,  
Items A - P

Telephone Numbers

President Rutford	(214) 690-2201
Conference Center	(214) 690-2204
<u>Hotel:</u> Plaza of the Americas (650 North Pearl Street)	(214) 979-9000



LUNCH FOR PARTICIPANTS

REVISED 12-12-84  
 0 8 16 24 32  
 SCALE IN FEET

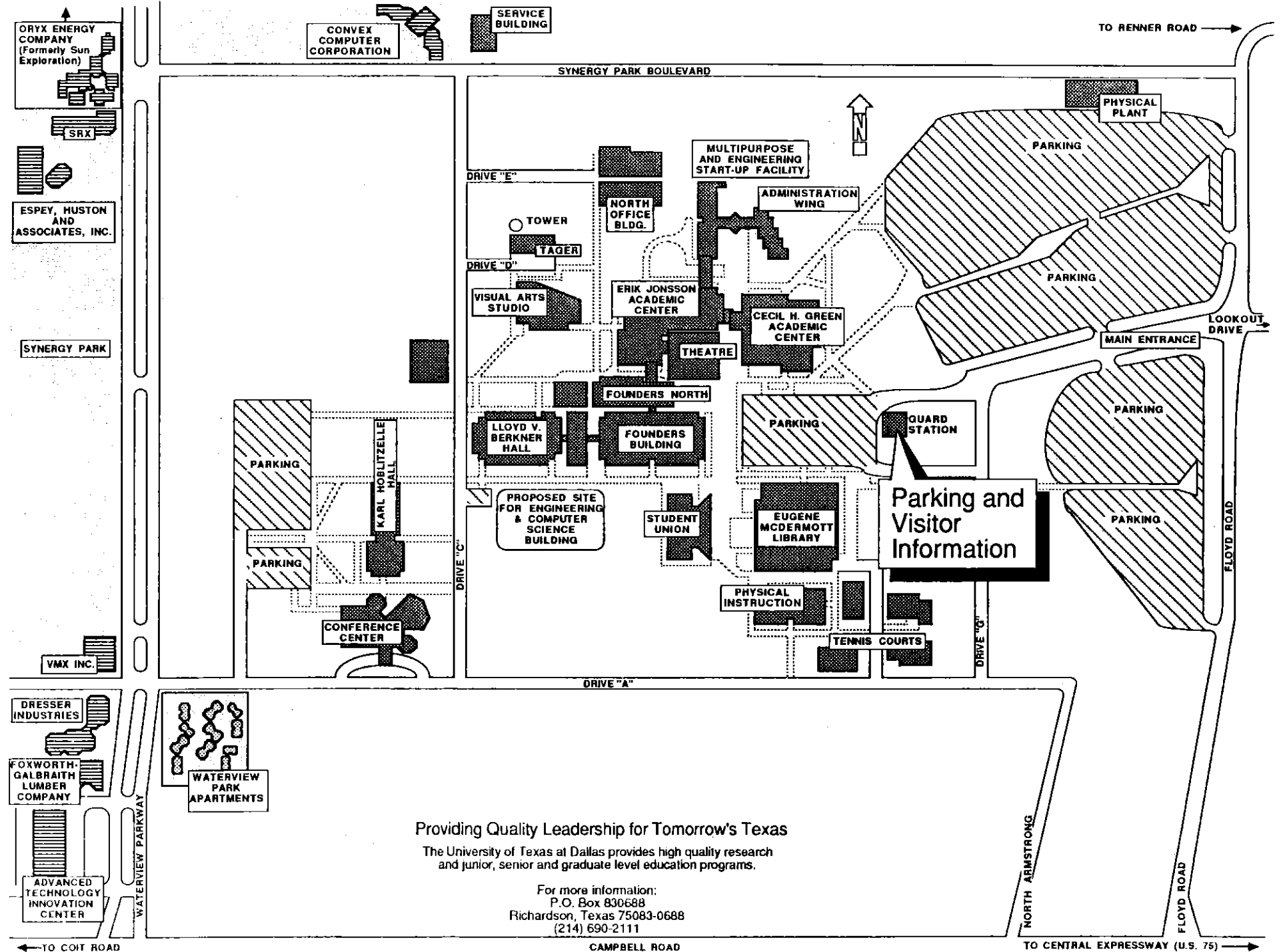


CONFERENCE CENTER FIRST LEVEL

# The University Of Texas At Dallas

## Main Campus

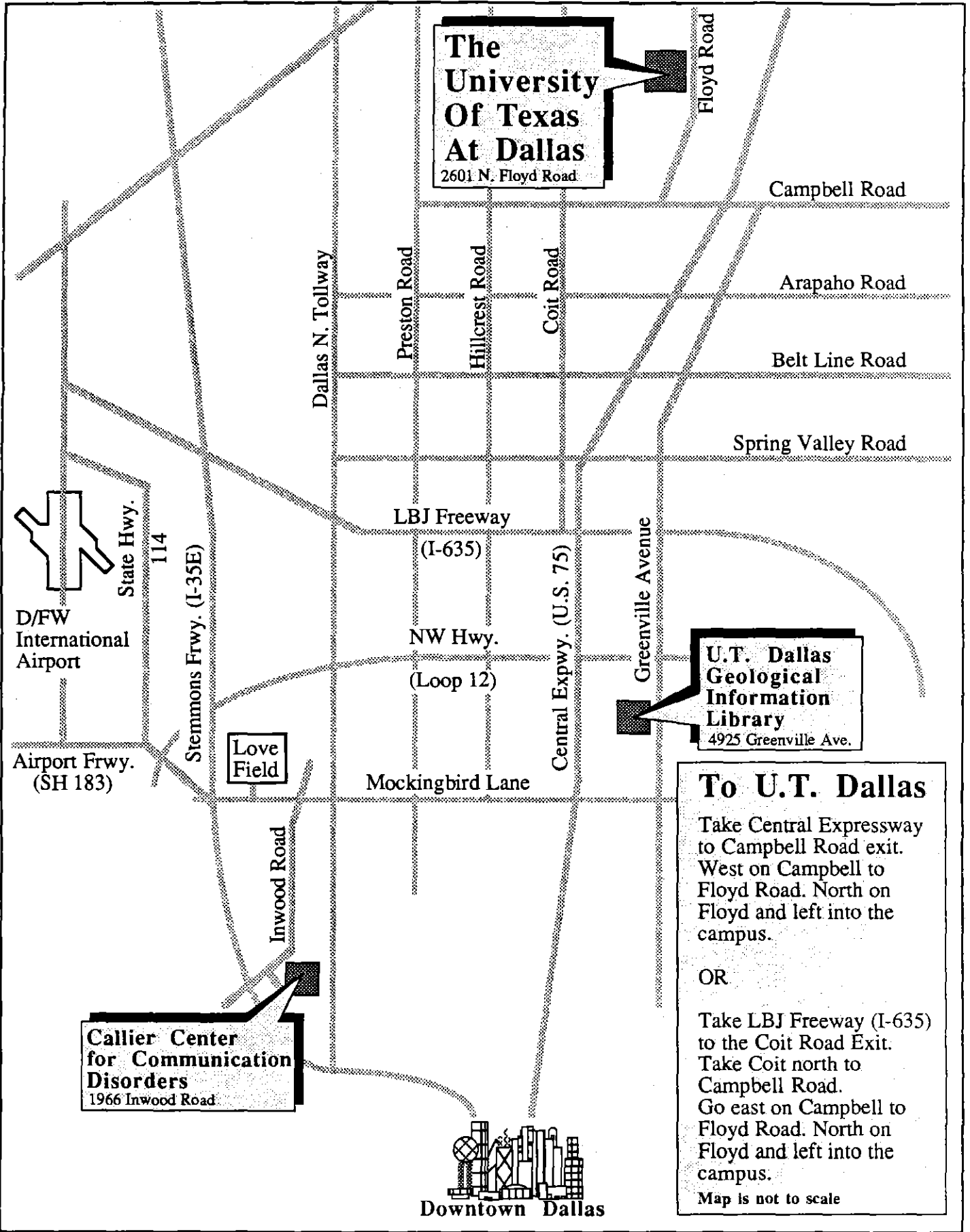
- Berkner Hall**  
Chemistry
- Conference Center**  
Continuing Education
- Founders Building**  
Biology  
Geosciences  
Physics  
Printing  
Telephone Services
- Founders North**  
Food Services  
Graduate Studies  
Natural Sciences and Mathematics  
Office of Sponsored Projects  
Science Education  
Teacher Education  
University Police
- Green Center**  
Academic Accounting  
General Studies  
Human Development  
Psychology  
Social Sciences  
Special Education
- Hoblitzelle Hall**  
Southwest Legal Foundation
- Jonsson Center**  
Academic Computer Services  
American Studies Program  
Business Administration  
International Management Studies  
School of Arts and Humanities  
School of Management  
Undergraduate Dean
- McDermott Library**  
Admissions  
Bookstore  
Bursar  
Career Planning and Placement  
Financial Aid  
Immigration Services  
Library Director  
Records  
Testing Services  
Veterans Assistance
- Multipurpose and Engineering Start-up Facility**  
Administration Wing  
President  
Academic Affairs  
Administration and Student Affairs  
Business Affairs  
University Affairs  
Accounting  
Information Systems  
Personnel  
Purchasing  
Erik Jonsson School of Engineering and Computer Science
- North Office Building**
- Physical Instruction**
- Physical Plant**  
Building Maintenance  
Custodial Services  
Garage Services  
Grounds Maintenance
- Service Building**  
Central Receiving  
Central Stores  
Mail Services
- Student Union**  
Intercultural Affairs  
Learning Resources  
Minority Paraprofessionals  
Recreational Sports  
Student Activities  
Student Counseling  
Student Government  
Student Health  
Student Life  
Student Newspaper  
Veteran Student Services
- Synergy Park**  
Advanced Technology Innovation Center  
Convex Computer Corporation  
Dresser Industries  
Espey, Huston and Associates, Inc.  
Foxworth-Galbraith Lumber Company  
Oryx Energy Company (Formerly Sun Exploration)  
SRX  
VMX



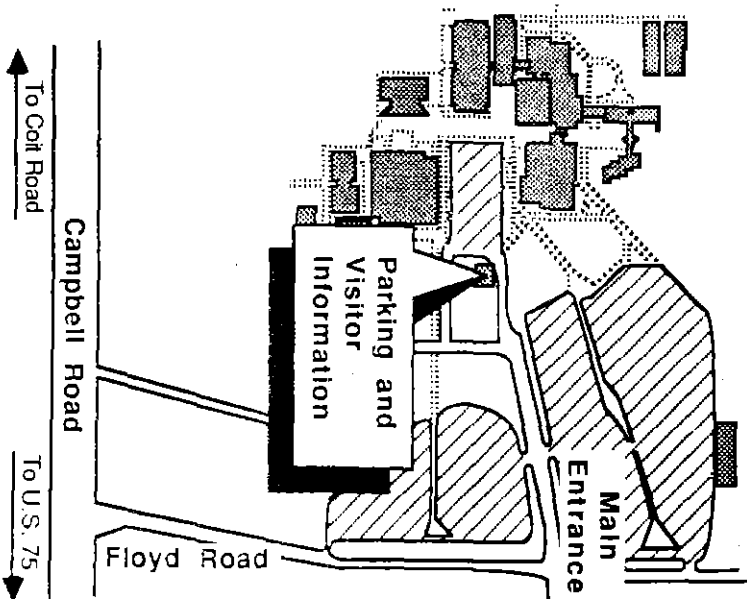
**Parking and Visitor Information**

Providing Quality Leadership for Tomorrow's Texas  
 The University of Texas at Dallas provides high quality research and junior, senior and graduate level education programs.

For more information:  
 P.O. Box 830688  
 Richardson, Texas 75083-0688  
 (214) 690-2111



# The University Of Texas At Dallas



## Meeting of the Board

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

Date: Friday, October 13, 1989

Time: 12:00 p.m. Convene in Open Session for the  
sole purpose of recessing to  
Executive Session

1:00 p.m. Reconvene in Open Session to  
or upon continue until completion of  
recess of business  
Executive  
Session

Place: Room 1.212 (Open Session) and Room 1.304  
(Executive Session), Conference Center,  
U. T. Dallas

A. CALL TO ORDER

B. RECESS TO EXECUTIVE SESSION

The Board will convene in Executive Session pursuant to Vernon's Texas Civil Statutes, Article 6252-17, Sections 2(e), (f) and (g) to consider those matters set out on Page Ex.S - 1 of the Material Supporting the Agenda.

C. RECONVENE IN OPEN SESSION

D. WELCOME BY PRESIDENT RUTFORD

E. APPROVAL OF MINUTES OF REGULAR MEETING HELD  
AUGUST 10, 1989, AND SPECIAL MEETING HELD  
SEPTEMBER 15, 1989



F. SPECIAL ITEMS

1. U. T. Board of Regents: Request for Approval to Defeasance in Whole or in Part Permanent University Fund Refunding Bonds, Series 1985, Maturing July 1, 2003-5; Designate a Pricing Committee to Approve Purchase of Escrow Securities; Authorize Use of Available University Fund Balances; and Authorize Officers of U. T. System Administration to Effect Defeasance.--

RECOMMENDATION

The Chancellor concurs with the recommendation of the Executive Vice Chancellor for Asset Management that the U. T. Board of Regents take the following actions:

- a. Approve the defeasance in whole or in part of the Permanent University Fund Refunding Bonds, Series 1985, maturing July 1, 2003-5, subject to appropriate market conditions
- b. Designate the Executive Committee of the U. T. Board of Regents as a Pricing Committee to approve the transaction and to determine the purchase price of the escrow securities
- c. Authorize the Executive Vice Chancellor for Asset Management to transfer from Available University Fund (AUF) balances sufficient funds as may be necessary to purchase the escrow securities
- d. Authorize the appropriate officers of U. T. System Administration to take any and all other actions necessary to effect the defeasance.

BACKGROUND INFORMATION

The Permanent University Fund (PUF) debt currently outstanding totals \$477 million. Of this total, \$308 million is in the form of Refunding Bonds, Series 1985, \$94 million of Refunding Bonds, Series 1988, and \$75 million of Variable Rate Notes, Series A. The 2003-5 maturities of the Refunding Bonds, Series 1985, represent the most expensive debt outstanding both in terms of interest rate (9%) and duration (13-15 years). From time to time, market conditions exist which would allow the U. T. Board of Regents to generate substantial savings by applying funds yielding low short-term rates of interest to extinguish or "defeasance" the 2003-5 maturities costing 9%.

Defeasance would be accomplished by purchasing U. S. Treasury securities and placing them in an escrow account with a bank. The escrowed securities would be structured so as to generate a cash flow schedule identical to the principal and interest payments due on the 2003-5 maturities. Defeasance in this manner would allow the Board to extinguish all or part of the 2003-5 maturities and to both reduce AUF debt service and increase PUF debt capacity in the process.

2. U. T. Board of Regents: Resolution Approving the Institutional Plans Under the Texas Educational Opportunity Plan for Public Higher Education for the Period September 1989 to August 1994.--

#### RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs, the Executive Vice Chancellor for Health Affairs and the chief administrative officers of the U. T. System component institutions that the U. T. Board of Regents adopt the following resolution approving the institutional plans which are prescribed by the Texas Educational Opportunity Plan for Public Higher Education for the period September 1989 to August 1994, and that upon Regental approval, the U. T. System Administration be authorized to distribute copies of the resolution to the Texas Higher Education Coordinating Board, the Governor of the State of Texas, and others as appropriate.

#### RESOLUTION

WHEREAS, The Board of Regents of The University of Texas System does hereby reaffirm its long-standing commitment to provide equal educational opportunities for all without regard to race, color, religion, sex, national origin, or handicap;

WHEREAS, The Texas Higher Education Coordinating Board has adopted the "Texas Educational Opportunity Plan for Public Higher Education: September 1989 to August 1994";

WHEREAS, The Honorable William P. Clements, Jr., Governor of Texas, has approved the Texas Educational Opportunity Plan for Public Higher Education to be effective September 1, 1989;

WHEREAS, The 70th Texas Legislature identified as part of the Texas Charter for Higher Education the fundamental principle of equal educational opportunity; and

WHEREAS, The federally-approved Texas Equal Educational Opportunity Plan for Higher Education expired in 1988; now, therefore, be it

RESOLVED, That the U. T. Board of Regents does hereby endorse the "Texas Educational Opportunity Plan for Public Higher Education: September 1989 to August 1994"; be it further

RESOLVED, That the U. T. Board of Regents does hereby approve each of the institutional plans for the U. T. System general academic institutions, teaching health institutions, and U. T. System Administration, to be effective from September 1989 to August 1994; and, be it further

RESOLVED, That the U. T. System Administration and the component institutions are hereby directed to implement the respective institutional plans, to endeavor to achieve the goals and objectives contained therein, and to report to the U. T. Board of Regents and the Texas Higher Education Coordinating Board on achievements as required by the Texas Educational Opportunity Plan for Public Higher Education.

#### BACKGROUND INFORMATION

U. T. System component institutions participated in the Texas Equal Educational Opportunity Plan for Higher Education which was undertaken voluntarily by the State of Texas and approved by the United States Department of Education, Office of Civil Rights, in June 1983. The 1983 Plan that was endorsed by the U. T. Board of Regents at its August 1983 meeting covered a five-year period and terminated in 1988.

At the initiation of Governor William P. Clements, Jr., the Texas Higher Education Coordinating Board developed and adopted a voluntary new five-year plan entitled the "Texas Educational Opportunity Plan for Public Higher Education: September 1989 to August 1994."

The new Plan specifically addresses the underrepresentation of Blacks and Hispanics in Texas institutions of higher education and provides for positive action in minority recruitment, enrollment, retention and academic programs for students and in the employment of faculty and administrators.

The new Plan requires institutions to provide the Coordinating Board with statistical reports in December of 1989, 1991, and 1993 and with narrative reports in July of 1990, 1992, and 1994. These reports will also be presented to the U. T. Board of Regents.

The "Texas Educational Opportunity Plan for Public Higher Education: September 1989 to August 1994" covers all U. T. System general academic institutions, the four teaching health institutions and, regarding employment actions, the U. T. System Administration.

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

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

Executive Committee: Chairman Beecherl  
Vice-Chairman Barshop, Vice-Chairman Roden  
MSA Page Ex.C - 1

Personnel and Audit Committee: Chairman Roden  
Regent Barshop, Regent Cruikshank  
MSA Page P&A - 1

Academic Affairs Committee: Chairman Barshop  
Regent Loeffler, Regent Ramirez, Regent Ratliff  
MSA Page AAC - 1

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

Finance and Facilities Committee: Chairman Moncrief  
Regent Beecherl, Regent Blanton, Regent Loeffler  
MSA Page F&F - 1

Land and Investment Committee: Chairman Ratliff  
Regent Cruikshank, Regent Roden  
MSA Page L&I - 1

H. RECONVENE AS COMMITTEE OF THE WHOLE

I. ITEMS FOR THE RECORD

1. U. T. System: Report of Degree Programs and Academic Requests Approved by the U. T. Board of Regents and Submitted to the Coordinating Board from September 1, 1988 to August 31, 1989.--

REPORT

The following is a listing of degree programs and academic requests which have been approved by the U. T. Board of Regents and submitted to the Texas Higher Education Coordinating Board from September 1, 1988 to August 31, 1989:

- a. Degree Programs Approved by the Coordinating Board for Implementation

U. T. Austin

M.A. and Ph.D. in Marine Science

U. T. Health Science Center - San Antonio

Nurse Anesthesia Clinical Major within  
the Master of Science in Nursing  
M.S. and Ph.D. in Radiological Sciences  
Change Division of Otorhinolaryngology  
within the Department of Surgery to  
the Department of Otolaryngology

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

U. T. Arlington

Ph.D. in Business Administration  
Ph.D. in Quantitative Biology

U. T. Austin

Ph.D. in Nutritional Sciences (1st reading  
July 1989)  
Ph.D. in Slavic Languages

U. T. Dallas

Doctor of Science in Electrical Engineering  
(1st reading July 1989)  
M.S. in Applied Cognition and Neuroscience  
M.S. in Human Development and Early  
Childhood Disorders

U. T. El Paso

Ph.D. in Electrical Engineering (1st reading  
July 1989)  
Ph.D. in Psychology  
M.Ed. in Special Education (approved pending  
certification of adequacy of funding)

U. T. San Antonio

M.S. in Engineering (approved pending certification of adequacy of funding)  
Ph.D. in Biology (forwarded September 1989)

- c. Requests Approved by the U. T. Board of Regents and Sent to the Coordinating Board but Deferred

U. T. Arlington

Ph.D. in Nursing Administration

U. T. Austin

Ph.D. in Public Policy

U. T. Health Science Center - Houston

Doctor of Science in Nursing

U. T. Health Science Center - San Antonio

Ph.D. in Nursing

- d. Requests Approved by the U. T. Board of Regents and Sent to the Coordinating Board but Withdrawn

U. T. Health Science Center - San Antonio

Name Change for the Allied Health Programs to Departments

- e. Requests Approved by the U. T. Board of Regents and No Longer Requiring Coordinating Board Approval

U. T. Pan American and U. T. Health Science Center - Houston

Cooperative M.S. in Nursing (Since Pan American University has merged with the U. T. System, Coordinating Board approval is not required and the cooperative program is being implemented.)

U. T. Medical Branch - Galveston

Addition of a Curricular Option in Long-Term Health Care Studies within the Existing Health Care Administration Baccalaureate Program (approved as nonsubstantive)

U. T. Health Science Center - Houston

Addition of an Option in Gerontological Long-Term Care Administration within the Existing M.S.N. Degree Program (approved as nonsubstantive)

2. U. T. System: Report of Membership or Status of Organization for All Component Development Boards and Advisory Councils Effective September 1, 1989.--
- (1) U. T. Arlington: Development Board, Graduate School of Social Work, School of Architecture, College of Business Administration, College of Engineering and School of Nursing Advisory Councils;
- (2) U. T. Austin: Development Board, School of Architecture Foundation, College of Business Administration Foundation, College of Communication Foundation, College of Education Foundation, College of Engineering Foundation, College of Fine Arts Foundation, Geology Foundation, Graduate School Foundation, Graduate School of Library and Information Science Foundation, College of Liberal Arts Foundation, College of Natural Sciences Foundation, Pharmaceutical Foundation, School of Social Work Foundation, Marine Science Institute, McDonald Observatory and Department of Astronomy Board of Visitors, School of Nursing, Texas Union, Longhorn Associates for Excellence in Women's Athletics, Longhorn Foundation and Winedale Historical Center Advisory Councils;
- (3) U. T. Dallas: Development Board, School of Management, Callier Center for Communication Disorders, School of General Studies, School of Arts and Humanities, School of Social Sciences and Erik Jonsson School of Engineering and Computer Science Advisory Councils;
- (4) U. T. El Paso: Development Board and College of Engineering Industrial Advisory Council;
- (5) U. T. Permian Basin: Development Board;
- (6) U. T. San Antonio: Development Board, College of Business, College of Fine Arts and Humanities and College of Sciences and Engineering Advisory Councils;
- (7) U. T. Tyler: Development Board;
- (8) U. T. Institute of Texan Cultures - San Antonio: Development Board;
- (9) U. T. Southwestern Medical Center - Dallas: Development Board;
- (10) U. T. Medical Branch - Galveston: Development Board, School of Allied Health Sciences and School of Nursing Advisory Councils;
- (11) U. T. Health Science Center - Houston: Development Board and Speech and Hearing Institute Advisory Council;
- (12) U. T. Health Science Center - San Antonio: Development Board, Medical School and Nursing School Advisory Councils;
- (13) U. T. M.D. Anderson Cancer Center: University Cancer Foundation Board of Visitors; and
- (14) U. T. Health Center - Tyler: Development Board.--
- Unless otherwise indicated, membership was authorized and nominees approved by the U. T. Board of Regents on June 8, 1989, to the following development boards and advisory councils of the U. T. System. The Administration has contacted the individuals nominated and now reports that the following have accepted appointments. The full membership of each organization is set out below with the new appointments indicated by an asterisk and reappointments by double asterisks.

1. The University of Texas at Arlington

Development Board.--Authorized Membership 25:

	<u>Term Expires</u>
** Mr. E. T. Allen, Arlington	1992
Dr. Malcolm K. Brachman (Ph.D.), Dallas	1990
Mr. James T. Brown, Grand Prairie	1991
** Mr. Chris Carroll, Arlington	1992
* Mr. J. Jan Collmer, Dallas	1992
Mr. Gary Cox, Arlington	1990
Mr. Tom Cravens, Arlington	1991

** Ms. Billie N. Farrar, Arlington	1992
Mr. Jenkins Garrett, Fort Worth	1990
Mr. Preston M. Geren, Jr., Fort Worth	1990
** Mr. Richard E. Greene, Arlington	1992
** Mr. Cecil W. Mayfield, Arlington	1992
* Mr. David R. Newell, Fort Worth	1990
** Mr. Bill Prince, Arlington	1992
* Mr. Terrence J. Ryan, Fort Worth	1992
Mr. Nathan L. Robinett, Arlington	1990
T. L. Shields, M.D., Fort Worth	1990
* Benedict A. Termini, M.D., Arlington	1992
Mr. Wesley M. Taylor III, Dallas	1990
* Mr. Ted C. Willis, Arlington	1992

Unfilled Term	1990
Unfilled Term	(To be determined as filled)
Unfilled Term	(To be determined as filled)
Unfilled Term	(To be determined as filled)
Unfilled Term	(To be determined as filled)

Graduate School of Social Work Advisory Council.--  
 Authorized Membership 26:

	<u>Term Expires</u>
Miss Josephine Beckwith, Fort Worth	1991
Mrs. Geraldine Beer, Dallas	1991
* Mr. Ronald Black, Arlington	1992
Dr. Malcolm Brachman (Ph.D.), Dallas	1991
Mr. J. Vernon Campbell, Arlington	1990
Mr. Ronald S. Clark, Arlington	1990
Mr. Thomas Delatour, Dallas	1991
Mr. Roy E. Dulak, Dallas	1991
** Mr. Larry Eason, Fort Worth	1992
Ms. Billie Farrar, Arlington	1991
Mr. Benton Ford, Grand Prairie	1990
Mrs. Betty Jo Hay, Dallas	1991
** Mr. Pete Hinojosa, Fort Worth	1992
* Mrs. Erma Johnson, Fort Worth	1992
Mrs. JoLene Johnston, Arlington	1990
Mr. Loyd Kilpatrick, Fort Worth	1990
** Mr. Ben Love, Irving	1992
Rabbi Ralph Mecklenberger, Fort Worth	1991
* Mrs. Tommy Mercer, Winthrop, Arkansas	1990
** Ms. Lori Palmer, Dallas	1992
** Mr. Eddie Sandoval, Hurst	1992
Mr. Ralph Shannon, Dallas	1990
** Mr. Earle A. Shields, Jr., Fort Worth	1992
Mrs. Dovie Webber, Arlington	1990
** Mr. John Widner, Fort Worth	1992
Mr. Glenn Wilkins, Fort Worth	1991

School of Architecture Advisory Council.--  
 Authorized Membership 27:

	<u>Term Expires</u>
** Mr. Bill Booziotis, FAIA, Dallas	1992
** Mr. David Braden, FAIA, Dallas	1992
Mr. David Browning, AIA, Dallas	1991
Mr. Frank C. Clements, ASLA, Dallas	1990
Mr. Gary Cunningham, AIA, Dallas	1991
** Mr. Stuart Dawson, ASLA, Watertown, Massachusetts	1992
Mr. David Dillon, Dallas	1990
Mr. Tonny Foy, Dallas	1991
Mr. Martin Growald, AIA, Fort Worth	1991
Mr. Ralph Hawkins, AIA, Dallas	1990
** Ms. Carol Hermanovski, Dallas	1992



Mr. Dirk Lohan, FAIA, Chicago, Illinois	1991
* Dr. Robert Maloy (Ph.D.), Dallas	1991
Mr. Raymond Nasher, Dallas	1991
Ms. Beverly Russell, New York, New York	1991
Dr. Daniel Schodek (Ph.D.), Cambridge, Massachusetts	1991
Mr. Gene Schrickel, ASLA, Arlington	1990
Mr. Ed Stout, Fort Worth	1990
Mr. Max Sullivan, Fort Worth	1991
Mr. Bartholomew Voorsanger, FAIA, New York, New York	1991
Mr. James Wiley, FAIA, Dallas	1991
Mr. Thomas Woodward, FAIA, Dallas	1990
Unfilled Term	1992
Unfilled Term	1992
Unfilled Term	1992
Unfilled Term	1992
Unfilled Term	1992

College of Business Administration Advisory Council.--  
Authorized Membership 30:

	<u>Term Expires</u>
Mr. Robert F. Anderson, Fort Worth	1990
* Mr. James E. Buerger, Dallas	1992
Mr. Richard L. Buerkle, Arlington	1990
Mr. W. Frank Cofer, Dallas	1990
Mr. Albert H. Coldewey, Fort Worth	1990
Mr. Gary D. Cox, Arlington	1991
** Mr. Steve Dunn, Dallas	1992
** Mr. Richard Fogel, Dallas	1992
* Mr. Gordon Forward, Midlothian	1991
Mr. Robert W. Gerrard, Bedford	1990
** Mr. Harold Ginsburg, Dallas	1992
Mr. Burvin Hines, Arlington	1991
* Mr. W. Preston Holsinger, Dallas	1992
Mr. Donald Huckaby, Fort Worth	1990
Mr. James E. Jack, Dallas	1990
Mr. Glenn M. Mason, Grand Prairie	1990
* Mr. M. Ray McGowen, Dallas	1992
Mr. J. Kent Millington, Fort Worth	1990
** Mr. David Newell, Fort Worth	1992
** Mr. Ronald L. Parrish, Fort Worth	1992
Mr. Michael A. Reilly, Arlington	1991
** Mr. Don C. Reynolds, Fort Worth	1992
* Mr. William W. Richey, Dallas	1992
* Mr. Steven W. Spies, Arlington	1992
** Mr. Stephen P. Tacke, Fort Worth	1992
* Mr. Thomas J. Wageman, Dallas	1990
* Mr. Donald E. Wagner, Dallas	1992
Mr. Mark J. Walsh, Dallas	1991
* Mr. Phillip R. Williams, Arlington	1992
Unfilled Term	1992

College of Engineering Advisory Council.--  
Authorized Membership 26:

	<u>Term Expires</u>
** Mr. Charles A. Anderson, Fort Worth	1991
* Mr. L. N. Bell, Dallas	1990
* Mr. E. R. Brooks, Dallas	1990
Mr. Bruce Cole, San Angelo	1991
Mr. Jan Collmer, Dallas	1991

Mr. C. R. Farmer, Jr., Dallas	1991
** Dr. Felix Fenter (Ph.D.), Dallas	1992
* Mr. Michael T. Flynn, Dallas	1990
Mr. Marvin Gearhart, Fort Worth	1991
* Mr. Wilton N. Hammond, Fort Worth	1990
Mr. William F. Hayes, Dallas	1991
Mr. Floyd H. Hollister, Dallas	1990
Mr. Max D. Hopper, Fort Worth	1990
* Mr. Dwayne Humphrey, Arlington	1990
* Mr. Patrick K. Kirkwood, Irving	1990
* Brigadier General Robert C. Lee, Dallas	1990
** Mr. Charles Lynk, Fort Worth	1992
** Mr. Robert R. Lynn, Fort Worth	1992
** Mr. William G. Moore, Jr., Dallas	1992
Mr. James R. Nichols, Fort Worth	1990
Dr. John Patterson (Ph.D.), Fort Worth	1991
Mr. Eric Ross, Richardson	1991
** Mr. Roger Yandell, Fort Worth	1992
Unfilled Term	1990
Unfilled Term	1992
Unfilled Term	1992

School of Nursing Advisory Council.--  
Authorized Membership 16:

	<u>Term Expires</u>
Ron Anderson, M.D., Dallas	1991
** Mr. Dave Bloxom, Sr., Fort Worth	1992
* Sharon Carty, Dallas	1991
Mr. R. E. Cox III, Fort Worth	1991
Mrs. Frederick R. Daulton, Arlington	1991
** Mr. Dan Dipert, Arlington	1992
Mrs. Vera Harrington, Sulphur Springs	1990
James F. Herd, M.D., Fort Worth	1990
Mrs. Hazel Jay, Fort Worth	1990
** Ms. Margaret Jordan, Dallas	1992
Mr. Rex C. McRae, Arlington	1991
Preston Nash, M.D., Sweetwater	1991
** Mrs. Byron Searcy, Fort Worth	1992
** Mr. Ron Smith, Fort Worth	1992
Mrs. Starke Taylor, Jr., Dallas	1990
Unfilled Term	1990

2. The University of Texas at Austin

Development Board.--Authorized Membership 44:

	<u>Term Expires</u>
Mr. Morris Atlas, McAllen	1991
Mr. Sam Barshop, San Antonio	Special Member
** Mrs. Joan Ragsdale Baskin, Midland	1992
Mrs. Nancy Lee Bass, Fort Worth	1991
** Senator Lloyd M. Bentsen, Jr., Washington, D. C.	1992
Mr. Jack S. Blanton, Houston	Regent Representative
* Mr. John F. Bookout, Jr., Houston	1992
* Mr. Jon Brumley, Fort Worth	1992
** Mr. C. Fred Chambers, Houston	1992
* Mr. John S. Chase, Houston	1992
** Ms. Barbara Smith Conrad, New York, New York	1992
Mr. Jack Rust Crosby, Austin	1990
Mr. Robert H. Dedman, Dallas	1991

Mr. Franklin W. Denius, Austin	1991
Mr. Bob R. Dorsey, Austin	1991
* Mr. John H. Duncan, Sr., Houston	1992
** Mr. John W. Fainter, Jr., Austin	1992
** Dr. Peter T. Flawn (Ph.D.), Austin	1992
* Mrs. Kay Bailey Hutchison, Dallas	1992
Mrs. Bebe Canales Inkley, San Antonio	1990
Mrs. Jean W. Kaspar, Shiner	1991
Mrs. Sue Killam, Laredo	1990
Mr. Bob Marbut, San Antonio	1990
Mrs. Margaret McDermott, Dallas	1990
Mrs. Beryl Buckley Milburn, Austin	1990
** Mr. James R. Moffett, New Orleans, Louisiana	1992
** Mr. James M. Moroney, Jr., Dallas	1992
Mr. Michael A. Myers, Dallas	1991
** Mr. Jon P. Newton, Austin	1992
** Mr. Wade T. Nowlin, Fort Worth	1992
Mr. B. D. Orgain, Beaumont	1990
Mr. Robert L. Parker, Sr., Tulsa, Oklahoma	1991
** Mr. James L. Powell, Fort McKavett	1992
Mario E. Ramirez, M.D., Roma	Special Member
Mrs. John H. Rauscher, Jr., Dallas	1990
* Mr. Corbin J. Robertson, Jr., Houston	1992
Mr. Benno C. Schmidt, New York, New York	1990
Mr. Ralph Spence, Tyler	1991
** Mrs. Annette G. Strauss, Dallas	1992
Mr. John Stuart III, Dallas	1991
Mr. Jere W. Thompson, Dallas	1990
Mr. Joe C. Walter, Jr., Houston	1991
* Ms. Trisha Wilson, Dallas	1992
** Mrs. Betty Winn, McAllen	1992
Mr. J. Sam Winters, Austin	1991
* Mr. Mario Yzaguirre, Brownsville	1992
Unfilled Term	1990

School of Architecture Foundation Advisory Council.--  
Authorized Membership 39:

	<u>Term Expires</u>
* Mr. Frank M. Aldridge III, Dallas	1992
Mr. Ray Bedford Bailey, Houston	1991
Mr. David Brown Barrow, Jr., Austin	1990
Mr. William N. Bonham, Greenwich, Connecticut	1990
* Ms. Carolyn Brooks, New York, New York	1991
** Mr. Douglas J. Cardinal, Ottawa, Ontario, Canada	1992
Mr. H. C. Carter, Austin	1990
** Mr. Bob J. Crow, Fort Worth	1992
Mr. Trammell S. Crow, Dallas	1991
* Mr. Hugh M. Cunningham, Dallas	1992
Mr. Walter M. Embrey, Jr., San Antonio	1990
* Mr. Preston M. Geren III, Fort Worth	1992
** Mr. David Graeber, Austin	1990
* Mrs. Bennie Green, Houston	1992
** Mr. Stan Haas, Dallas	1992
* Mr. Daniel W. Herd, Austin	1992
Ms. Grace Jones, Salado	1991
Mr. Charles P. Kaplan, San Antonio	1991
** Mr. Richard Keating, Los Angeles, California	1992
** Mrs. Alfred A. King, Austin	1992
Ms. Charlotte Korth, El Paso	1991
Mr. Greg Kozmetsky, Austin	1990
Mr. Richard R. Lillie, Austin	1990
* Mrs. Jane H. Macon, San Antonio	1992
Mr. J. Scott Mann III, Houston	1990
** Mr. Boone Powell, San Antonio	1992

Mr. James A. Reichert, Houston	1991
Ms. Alice Reynolds, Austin	1990
Mr. Everett Roberts, Fort Worth	1991
* Ms. Lauren Rottet, Los Angeles, California	1992
Mrs. Coke Anne M. Saunders, New York, New York	1990
Mr. Hiram Sibley, Alpine	1990
Mr. John F. Skelton III, Dallas	1990
Ms. Judith H. Urrutia, St. Louis, Missouri	1990
Mr. Walter Vackar, Austin	1991
Mr. Frank Welch, Dallas	1991
Mrs. Melba Whatley, Austin	1991
Ms. Trisha Wilson, Dallas	1991

Unfilled Term	1991
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College of Business Administration Foundation Advisory Council.--Authorized Membership 44:

	<u>Term Expires</u>
** Mr. Robert Alpert, Dallas	1992
Mr. Travis W. Bain II, Nashville, Tennessee	1990
** Mr. Stephen P. Ballantyne, San Antonio	1992
Dr. Wm. Howard Beasley III (Ph.D.), Dallas	1991
Mr. Lewis E. Brazelton III, Houston	1990
Mr. Shelby H. Carter, Jr., Austin	1991
Mr. Aubrey L. Cole, Houston	1990
* Mr. Donald L. Evans, Midland	1992
** Mr. John W. Fainter, Jr., Austin	1992
** Mr. James J. Forese, North Tarrytown, New York	1992
Dr. Joseph M. Grant (Ph.D.), Fort Worth	1991
Mr. Robert G. Greer, Houston	1991
Ms. Barbara S. Guthery, Paramus, New Jersey	1990
** Mr. Richard "Porky" Haberman, Austin	1992
** Mr. John P. Harbin, Dallas	1992
Dr. Frederick B. Hegi, Jr. (Ph.D.), Dallas	1991
Mr. Kenneth M. Jastrow II, Austin	1991
Mr. Don D. Jordan, Houston	1991
* Mr. Greg Kozmetsky, Austin	1992
Mr. Frank W. Maresh, Houston	1991
** Mr. W. Baker McAdams, Chicago, Illinois	1992
Mr. Randal B. McDonald, Houston	1991
Dr. Allen T. McInnes (Ph.D.), Houston	1991
Mr. Preston Moore, Jr., Houston	1990
** Mr. Michael A. Myers, Dallas	1992
Mr. Joe N. Prothro, Wichita Falls	1990
Mr. B. M. "Mack" Rankin, Jr., Dallas	1990
** Mr. Benjamin Rodriguez, San Antonio	1992
Mr. Ed A. Smith, Houston	1990
** Mr. Neal Spelce, Austin	1992
* Mr. Charles E. Spruell, Dallas	1992
Mr. Donald J. Stone, Dallas	1990
Mr. John Stuart III, Dallas	1990
Mr. Charles S. Teeple IV, Austin	1990
Mr. Ralph Thomas, Houston	1990
Mr. McHenry T. Tichenor, Jr., Dallas	1990
Mr. Peter S. Wareing, Houston	1991
Mr. George S. Watson, Dallas	1990
Dr. David A. Wilson (Ph.D.), Reston, Virginia	1990
** Dr. Christopher Wrather (Ph.D.), Beverly Hills, California	1992
Unfilled Term	1991
Unfilled Term	1992
Unfilled Term	1992
Unfilled Term	1992

College of Communication Foundation Advisory Council.--  
Authorized Membership 35:

	<u>Term Expires</u>
Sr. Horacio Aguirre, Miami, Florida	1990
Mr. Fred Barbee, El Campo	1991
Mr. John W. Barnhill, Jr., Brenham	1990
Mr. Jean William Brown, Houston	1991
Mr. George E. Christian, Austin	1990
Mr. Jack Rust Crosby, Austin	1991
Mr. C. Ronald Dorchester, Austin	1990
Mr. Dwight Ellis, Washington, D. C.	1991
* Mr. Albert E. Fitzpatrick, Miami, Florida	1992
* Mr. Larry D. Franklin, San Antonio	1992
Mr. Wendell Harris, Dallas	1991
* Mr. Jack E. Harrison, Austin	1992
** Mr. William J. Hindman, Dallas	1992
Mrs. Karen Elliott House, New York, New York	1991
* Mr. Joseph T. Jerkins, Oklahoma City, Oklahoma	1990
Mr. Richard J. V. Johnson, Houston	1991
** Mr. Ronald P. Johnson, Houston	1992
Mr. Roger S. Kintzel, Austin	1991
* Mr. Julian R. Levine, Redondo Beach, California	1992
Mr. Bill Moyers, New York, New York	1990
Ms. Judith Asel Newby, Austin	1990
Sr. Emilio Nicolas, San Antonio	1990
** Mr. Burl Osborne, Dallas	1992
Ms. Laurey Peat, Dallas	1991
* Dr. Joseph N. Pelton (Ph.D.), Boulder, Colorado	1991
Mr. Sidney Pike, Atlanta, Georgia	1990
Mr. Adam C. Powell III, Washington, D. C.	1990
* Mr. Stan Richards, Dallas	1992
* Mrs. Josefina A. Salas-Porras, El Paso	1992
* Mr. Lionel Sosa, San Antonio	1992
Mr. Neal Spelce, Austin	1991
* Mr. William D. Stotesbery, Arlington, Virginia	1992
* Ms. Martha Russell Tiller, Dallas	1992
Dr. Elizabeth L. Young (Ph.D.), Washington, D. C.	1991
Unfilled Term	1990

College of Education Foundation Advisory Council.--  
Authorized Membership 33:

	<u>Term Expires</u>
** Mrs. Ada C. Anderson, Austin	1992
Mrs. Dorothy C. Ashby, Houston	1990
Mr. William H. Bingham, Austin	1990
* Mr. Hector De Leon, Austin	1992
* Mr. Bob R. Dorsey, Austin	1992
Mrs. Anita L. Flynn, Houston	1990
** Mr. M. K. Hage, Jr., Austin	1992
Dr. Donald D. Hammill (Ph.D.), Austin	1991
** Mrs. John L. Hill, Houston	1992
Mr. Ruben E. Hinojosa, Mercedes	1990
** Mrs. Patricia E. Bell Hunter, Austin	1992
Ms. Carol M. Ikard, El Paso	1990
* Mrs. Mavis Knight, Dallas	1992
Mrs. Janey Lack, Victoria	1991
* Mrs. Franna White Litton, Houston	1992
* Mr. Humboldt C. Mandell, Jr., Seabrook	1992
Mrs. Mollie B. Maresh, Houston	1990
** Mrs. Anne Rogers Mauzy, Austin	1992
Mrs. Hazel Jane Clements Monday, Huntsville	1991
Mrs. Catherine Parker, Tulsa, Oklahoma	1990
Mr. Louis M. Pearce, Jr., Houston	1991

* Dr. Winton C. Power, Jr. (Ph.D.), Dallas	1992
* Dr. Henry M. Rollins (Ph.D.), Austin	1992
* Mrs. C. Richard Stasney, Houston	1992
* Mr. John Stuart III, Dallas	1992
Mr. Peter M. Suarez, Austin	1991
** Dr. Gordon K. Teal (Ph.D.), Dallas	1992
Mrs. Jo Alice Tomforde, Houston	1990
* Mrs. Stephanie Whitehurst, Austin	1992
** Mrs. Robert Wilkes, Austin	1992
Mrs. Carolyn Josey Young, Houston	1990
Unfilled Term	1990
Unfilled Term	1992

College of Engineering Foundation Advisory Council.--  
 Authorized Membership 60:

	<u>Term Expires</u>
Mr. Robert J. Allison, Jr., Houston	1990
** Mr. Charles A. Anderson, Fort Worth	1992
* Mr. Mellon C. Baird, Jr., Austin	1992
** Mr. James E. Barnes, Tulsa, Oklahoma	1992
Mr. V. G. Beghini, Findlay, Ohio	1991
Mr. Thomas J. Billings, Corpus Christi	1990
Mr. H. O. Boswell, Bullard	1990
Mr. W. Jack Bowen, Houston	1991
** Mr. Earl N. Brasfield, St. Louis, Missouri	1992
** Dr. E. Oran Brigham, Jr. (Ph.D.), Milpitas, California	1992
Mr. Ralph F. Cox, Fort Worth	1991
* Mr. W. E. Crain, San Francisco, California	1992
** Mr. Raymond V. Cruce, Houston	1992
Mr. Floyd L. Culler, Jr., Palo Alto, California	1990
Mr. Grant Dove, Austin	1990
* Dr. Michael P. Ekstrom (Ph.D.), Ridgefield, Connecticut	1992
* Mr. Joseph M. Evon, Houston	1992
** Mr. Jerry Farrington, Dallas	1992
Dr. Felix W. Fenter (Ph.D.), Dallas	1991
* Mr. Michael T. Flynn, Dallas	1992
* Mr. S. A. Garza, Austin	1992
* Mr. M. E. Gillis, Houston	1992
Mr. William R. Goff, Dallas	1991
Mr. David A. Hentschel, Tulsa, Oklahoma	1991
Dr. William G. Howard, Jr. (Ph.D.), Scottsdale, Arizona	1990
Mr. John L. Jackson, Jr., Dallas	1991
Mr. Charles A. Jacobson, Houston	1991
Mr. Don D. Jordan, Houston	1991
Mr. John Keehan, New York, New York	1990
Mr. James R. Lightner, Richardson	1991
Mr. Ramon Lopez, Houston	1991
* Mr. Charles A. Machelmehl, Birmingham, Alabama	1992
Mr. Robert R. McCall, The Woodlands	1990
* Mr. James Earnest McClain, Greenville	1992
Mr. John G. McMillian, Jr., Coconut Grove, Florida	1990
* Mr. Russell J. McNaughton, Austin	1992
Dr. Charles E. McQueary (Ph.D.), Greensboro, North Carolina	1991
Mr. Arvin F. Mueller, Warren, Michigan	1991
Mr. C. Wayne Nance, Houston	1990
* Dr. Robert N. Noyce (Ph.D.), Austin	1992
Mr. Peter O'Donnell, Jr., Dallas	1991
Mr. Bob G. Perry, Danbury, Connecticut	1990
* Mr. Vin Prothro, Dallas	1992

* Mr. H. C. Sager, Houston	1992
Mr. George M. Scalise, San Jose, California	1991
Mr. George A. Shafer, Dallas	1991
* Mr. Israel Sheinberg, Dallas	1992
Mr. Roy R. Shourd, Sugar Land	1990
Mr. William T. Solomon, Dallas	1991
Mr. Charles E. Sporck, Sunnyvale, California	1991
* Mr. Robert C. Thomas, Houston	1992
** Mr. Bill M. Thompson, Bartlesville, Oklahoma	1992
Mr. John A. Urquhart, Fairfield, Connecticut	1991
Unfilled Term	1991
Unfilled Term	1991
Unfilled Term	1991
Unfilled Term	1991
Unfilled Term	1992
Unfilled Term	1992
Unfilled Term	1992

College of Fine Arts Foundation Advisory Council.--  
Authorized Membership 35:

	<u>Term Expires</u>
Mrs. Nancy R. Anguish, Midland	1990
* Mrs. A. L. Ballard, Houston	1991
Mrs. Mary Miller Bartholow, Dallas	1990
** Mrs. Phil D. Bolin, Wichita Falls	1992
Mrs. Marietta Moody Brooks, Austin	1990
Mrs. Roy Butler, Austin	1990
Mrs. Frank Cahoon, Midland	1990
** Ms. Barbara Smith Conrad, New York, New York	1992
** Mrs. Jack Rust Crosby, Austin	1992
Mrs. Franklin W. Denius, Austin	1990
* Mrs. Jeannette Smith Eppler, Dallas	1992
Mr. M. K. Hage, Jr., Austin	1991
* Mrs. Harvey Herd, Midland	1992
Mrs. Benjamin Dean Holt, San Antonio	1990
* Mr. Mavis P. Kelsey, Jr., Houston	1992
* Mr. Ronald W. Kessler, Austin	1991
Mr. Alfred A. King, Austin	1991
Dr. Amy Freeman Lee (Ph.D.), San Antonio	1990
Mrs. Rebecca S. Levy, Austin	1990
Mrs. Wales H. Madden, Jr., Amarillo	1990
Mrs. Edith McAllister, San Antonio	1991
Mrs. Gino Narboni, San Antonio	1990
** Mr. Kerry H. O'Quinn, New York, New York	1992
Mrs. Elizabeth B. Osborne, Austin	1991
* Mrs. Jane S. Parker, Austin	1992
Mr. Sander W. Shapiro, Austin	1991
Mrs. Lon Slaughter, San Angelo	1990
Mrs. Stuart Stedman, Houston	1991
Mr. Jack G. Taylor, Austin	1990
Mrs. Charles Teeple IV, Austin	1990
Mrs. Jan T. Wendell, Rockport	1990
* Mrs. Marilyn E. Wilhelm, Houston	1992
** Mrs. C. Dickie Williamson, Fort Worth	1992
Unfilled Term	1990
Unfilled Term	1991

Geology Foundation Advisory Council.--  
Authorized Membership 38:

	<u>Term Expires</u>
Mr. Charles W. Alcorn, Jr., Victoria	1991
** Mr. Eugene L. Ames, Jr., San Antonio	1992

Mr. Larry M. Asbury, Dallas	1991
** Dr. David S. Birsa (Ph.D.), London, England	1992
Dr. Richard R. Bloomer (Ph.D.), Abilene	1991
* Mr. Jerry W. Box, Dallas	1992
Mr. Thomas M. Burke, Houston	1990
Mr. Weyman W. Crawford, Houston	1991
** Mr. L. Decker Dawson, Midland	1992
Mr. Rodger E. Denison, Dallas	1991
Mr. George A. Donnelly, Jr., Midland	1991
Mr. Thomas E. Fanning, Houston	1991
Dr. Peter T. Flawn (Ph.D.), Austin	1990
Mr. James H. Frasher, Houston	1990
Mr. William E. Gipson, Houston	1990
Dr. Joseph N. Gittelman (Ph.D.), Houston	1990
Mr. George M. Harwell, Jr., Houston	1991
Mr. Larry R. Hensarling, Lafayette, Louisiana	1990
** Mr. David S. Holland, Sr., Houston	1992
** Mr. Charles J. Hooper, Houston	1992
** Mr. John A. Jackson, Dallas	1992
Mr. J. Donald Langston, Kailua-Kona, Hawaii	1991
Mr. Vance M. Lynch, Brea, California	1991
** Mr. Ken G. Martin, Covington, Louisiana	1992
Mr. Harry A. Miller, Jr., Midland	1991
Mr. Michael B. Morris, Houston	1990
* Mr. Robert D. Ottman, Houston	1990
** Mr. Judd H. Oualline, Houston	1992
* Mr. James C. Patterson, Houston	1990
Mr. Scott Petty, Jr., San Antonio	1990
Mr. W. F. Reynolds, Wichita Falls	1991
Mr. George W. Schneider, Jr., Austin	1991
** Mr. Don B. Sheffield, Houston	1992
Mr. Robert K. Steer, Houston	1990
Mr. William T. Stokes, Jr., Dallas	1990
Mr. Eddie A. Williamson, New Orleans, Louisiana	1990
Mr. Phillip E. Wyche, Austin	1991
Unfilled Term	1992

Graduate School Foundation Advisory Council.--

This advisory council was approved by the Board of Regents on March 26, 1976, and nominees to membership have not yet been submitted for Regental approval.

Graduate School of Library and Information Science Foundation Advisory Council.--

Authorized Membership 12:

	<u>Term Expires</u>
** Mrs. Betty Anderson, Lubbock	1992
Mr. Lynn C. Ashby, Houston	1990
** Dr. Mary R. Boyvey (Ph.D.), Austin	1992
Governor Bill Daniel, Liberty	1991
Ms. Jacqueline Harmon, Austin	1990
Mrs. Judith Helburn, Austin	1991
** Ms. Connie Moore, Austin	1992
Mrs. Carolina Jolliff Pace, Dallas	1991
Dr. Scott C. Reeve (Ph.D.), Slidell, Louisiana	1991
John P. Schneider, M.D., Austin	1990
Mrs. Ellen C. Temple, Lufkin	1990
Unfilled Term	1990



College of Liberal Arts Foundation Advisory Council.--  
Authorized Membership 36:

	<u>Term Expires</u>
** Mr. Gordon Appleman, Fort Worth	1992
Mr. Rex G. Baker III, Houston	1991
** Mrs. Peggy Pattillo Beckham, Abilene	1992
Mrs. Jack S. Blanton, Jr., Houston	1990
** Ms. Michelle K. Brock, Midland	1992
Mrs. I. Jon Brumley, Fort Worth	1990
Mr. T. Drew Cauthorn, San Antonio	1991
** Mrs. William P. Clements, Jr., Austin	1992
Mrs. Mary Jane Crook, New York, New York	1991
** Mr. Creekmore Fath, Austin	1992
Mrs. Nancy Strauss Halbreich, Dallas	1990
The Reverend Laurens Allen Hall, Houston	1991
Mr. Hall S. Hammond, San Antonio	1990
** Mr. R. Brian Haymon, San Diego, California	1992
** Mr. Tevis Herd, Midland	1992
Mr. Lenoir Moody Josey II, Houston	1991
Mr. Barron Ulmer Kidd, Dallas	1991
Mrs. Shirley Fisher Kline, San Antonio	1991
Mrs. Lewis J. Moorman III, San Antonio	1990
Mr. Richard L. Nelson, Jr., Houston	1990
Mrs. Martha Orgain, Beaumont	1991
Mrs. Bill Patman, Austin	1990
** Mr. L. Daniel Prescott, Jr., Fort Worth	1992
Mrs. Harry H. Ransom, Austin	1990
Mrs. Macey Hodges Reasoner, Houston	1991
** David George Shulman, M.D., San Antonio	1992
Mr. David Patterson Smith, Dallas	1990
Mrs. William H. Snyder, Dallas	1991
Ms. Patti Amanda Birge Tyson, Washington, D. C.	1990
Darrell Willerson, Jr., M.D., San Antonio	1991
Unfilled Term	1990
Unfilled Term	1990
Unfilled Term	1991
Unfilled Term	1992
Unfilled Term	1992
Unfilled Term	1992

College of Natural Sciences Foundation Advisory  
Council.--Authorized Membership 50:

	<u>Term Expires</u>
Dr. Jean Andrews (Ph.D.), Austin	1991
Dr. Jasper H. Arnold III (Ph.D.), Denver, Colorado	1991
Mr. T. Lewis Austin, Jr., Houston	1990
Mr. Malcolm D. Bailey, Houston	1990
* Mr. Mellon C. Baird, Jr., Austin	1992
* Mr. Robert S. Beadle, San Antonio	1991
Dr. Robert A. Bell (Ph.D.), New York, New York	1990
Mr. Merle Borchelt, Dallas	1991
* Mr. Perry Brittain, Dallas	1990
Mr. Robert L. Brueck, Round Rock	1990
** Mr. Robert Daniel Burck, Austin	1992
* Mr. William E. Carl, Corpus Christi	1992
Dr. Donald M. Carlton (Ph.D.), Austin	1990
* Howard Crockett, M.D., Conroe	1992
Mr. E. Ted Davis, Houston	1991
Mr. R. Gary Dillard, Houston	1990
Mr. Walter B. Dossett, Jr., Waco	1990
Lieutenant General D'Wayne Gray, Falls Church, Virginia	1991

F. Parker Gregg, M.D., Houston	1991
Mr. David L. Grimes, Dallas	1990
Mr. Billy Roy Gulledge, Framington, Massachusetts	1990
Mr. Ralph T. Hull, Houston	1990
Mr. Larry Jenkins, Austin	1990
* Mrs. Sidney Jones, Austin	1990
Mrs. Jean W. Kaspar, Shiner	1991
Ms. Deborah C. Kastrin, El Paso	1990
* Dr. James E. Kmiecik (Ph.D.), Houston	1991
Rear Admiral John W. Koenig (Ret.), Austin	1991
Mr. James A. Kruger, Austin	1991
Mr. Joe D. Ligon, Houston	1991
** Mrs. Amy Johnson McLaughlin, San Angelo	1992
* Mr. Paul D. Meek, Dallas	1991
* Mrs. Judith D. Moyers, New York, New York	1992
Warren D. Parker, M.D., Houston	1990
* Mr. A. Lee Pfluger, San Angelo	1991
** Mr. Rom Rhome, Houston	1992
Dr. James A. Rickard (Ph.D.), Houston	1990
Glenn A. Rogers, D.D.S., Midland	1990
* Dr. Henry M. Rollins (Ph.D.), Austin	1992
F. Brantley Scott, Jr., M.D., Houston	1990
Mr. Israel Sheinberg, Dallas	1991
Mr. Thomas V. Shockley III, Corpus Christi	1991
Dr. Edward J. Skiko (Ph.D.), Fairfield, Connecticut	1991
Dr. Peggy B. Smith (Ph.D.), Houston	1991
Dr. Charles E. Urdy (Ph.D.), Austin	1991
Mr. J. Virgil Waggoner, Houston	1990
Dr. Peggy M. Wilson (Ph.D.), Dallas	1990
** Mrs. Sam A. Wilson, Austin	1992
Unfilled Term	1990
Unfilled Term	1992

Pharmaceutical Foundation Advisory Council.--  
Authorized Membership 30:

	<u>Term Expires</u>
Mr. Roger W. Anderson, Houston	1990
Romeo T. Bachand, Jr., M.D. (Ph.D.), Deerfield, Illinois	1991
Mr. John R. Carson, San Antonio	1991
* Mr. William L. Clifton, Jr., Waco	1992
** Mr. Robert Coopman, San Antonio	1992
Mr. Jose Adrian Del Castillo, Brownsville	1990
Mr. William I. Dismukes, Austin	1990
Mr. Neal R. Ellis, Levelland	1990
Mr. Donald K. Fletcher, Philadelphia, Pennsylvania	1991
* Mr. Robert A. Gude, Fort Worth	1992
Mr. Alan W. Hamm, Fort Worth	1991
** Mr. Lonnie F. Hollingsworth, Lubbock	1992
* Mr. Vaughn M. Kailian, Cincinnati, Ohio	1992
Mr. Jan Michael Klinck, McAllen	1990
Mr. Mark Knowles, Reston, Virginia	1990
Dr. Howard B. Lassman (Ph.D.), Somerville, New Jersey	1990
* Mr. Michael Keith Lester, Dallas	1992
Mr. Douglas J. MacMaster, Jr., Rohway, New Jersey	1990
Mr. Robert L. Myers, Clearwater, Florida	1991
** Mr. Joseph A. Oddis, Bethesda, Maryland	1992
Mr. Lance Piccolo, Deerfield, Illinois	1991
Mr. Albert Sebok, Twinsburg, Ohio	1990
* Mrs. Cynthia Edwards Standefer, Azle	1992
Patricia Stewart, M.D., Lansdale, Pennsylvania	1991
* Mr. Daniel David Vela, McAllen	1992

Mr. Eugene L. Vykukal, Orange, California	1991
Mr. Charles M. West, Alexandria, Virginia	1990
Mr. David L. Wingate, Deerfield, Illinois	1990
** Mr. Richard F. Wojcik, Indianapolis, Indiana	1990
* Mr. Ronald L. Ziegler, Alexandria, Virginia	1992

School of Social Work Foundation Advisory Council.--  
Authorized Membership 28:

	<u>Term Expires</u>
* Mrs. Patricia S. Ayres, Austin	1992
** Mr. Tom Backus, Austin	1992
** Ms. Patricia G. Bailey, Des Peres, Missouri	1992
Mrs. Alann P. Bedford, Fort Worth	1990
* James Lester Boynton, M.D., Austin	1991
* Ms. Rebecca Canning, Waco	1991
* Mr. Christopher J. Daniel, Houston	1991
Mrs. Beverly Griffith, Austin	1990
Mr. James F. Hurley, Houston	1990
Mr. Ronald G. Jackson, Austin	1991
* Mr. Dennis R. Jones, Austin	1992
** Mr. David R. Lambert, Dallas	1990
** Mr. William G. Marquardt, Fort Worth	1992
* Dr. Dan McLendon (Ph.D.), Round Rock	1992
** Dr. Marjorie Menefee (Ph.D.), Austin	1992
Mr. Dean Milkes, Corsicana	1990
Ms. Camille D. Miller, Austin	1990
Mr. Eddie Phillips, Dallas	1990
Ms. Mary Polk, Austin	1990
** Ms. Ann R. Quinn, Fort Worth	1992
** Mr. Victor W. Ravel, Austin	1992
** Mrs. Ellie Selig, Seguin	1992
Mrs. Barbara Higley Staley, Houston	1991
Mr. Michael A. Swain, Houston	1991
Ms. Jo Ann Swinney, Houston	1991
* Mrs. Pamela P. Willeford, Austin	1991
Mrs. Bettie Anderson Wilson, Port Lavaca	1991
Unfilled Term	1991

Marine Science Institute Advisory Council.--  
Authorized Membership 40:

	<u>Term Expires</u>
Mrs. Joseph M. Abell, Jr., Austin	1991
** Mr. R. C. Allen, Corpus Christi	1992
Mr. Stevenson Atherton, San Antonio	1990
** Mr. James H. Atwill, Port Aransas	1992
Charles W. Bailey, Jr., M.D., Houston	1990
** Mr. Perry R. Bass, Fort Worth	1992
* Mr. George J. Becker, San Antonio	1990
Mr. H. L. Brown, Jr., Midland	1990
Mr. Frank B. Burney, San Antonio	1991
Mr. Charles C. Butt, San Antonio	1990
** Mr. Louis Castelli, Dallas	1992
Mr. James H. Clement, Kingsville	1990
** Mr. Leroy G. Denman, Jr., San Antonio	1992
Mr. John Dorn, Denver, Colorado	1990
Mr. Laurens B. Fish, Austin	1990
Dr. Peter T. Flawn (Ph.D.), Austin	1991
Mr. Christopher Gill, San Antonio	1991
Mr. Hugh Halff, Jr., San Antonio	1991
Mr. John C. Holmgreen, Jr., Corpus Christi	1991
** Mr. Edward R. Hudson, Jr., Fort Worth	1992

Mr. D. Michael Hughes, Ingram	1990
** Mr. Richard King III, Corpus Christi	1992
Mr. Clark R. Mandigo, San Antonio	1991
** Mrs. Edith McAllister, San Antonio	1992
Mr. Kilburn G. Moore, San Antonio	1991
Mr. George P. Morrill II, Beeville	1991
** Dr. William C. Moyer (Ph.D.), California, Maryland	1992
** Mrs. B. Coleman Renick, Jr., San Antonio	1992
* H. Irving Schweppe, Jr., M.D., Houston	1992
** Mr. Arthur A. Seeligson, Jr., San Antonio	1992
** Mr. Frederick M. Smith, Dallas	1992
Mr. James C. Storm, Corpus Christi	1990
Mr. Ben F. Vaughan III, Austin	1990
** Mr. Donald E. Weber, San Antonio	1992
** Mr. H. C. Weil, Corpus Christi	1992
Mr. M. Harvey Weil, Corpus Christi	1991
Mr. William M. Wheless III, Houston	1991
* Mr. C. Dickie Williamson, Fort Worth	1992
Mr. Fausto Yturria, Jr., Brownsville	1991
 Unfilled Term	 1990

McDonald Observatory and Department of Astronomy  
Board of Visitors.--Authorized Membership 35:

	<u>Term Expires</u>
Mr. J. Gaylord Armstrong, Austin	1990
* Mr. Isaac Arnold III, Houston	1990
Mrs. Joan Ragsdale Baskin, Midland	1990
Mr. Mark E. Bivins, Amarillo	1990
** Mr. William B. Blakemore II, Midland	1992
Mr. William C. Block, Dallas	1991
Mr. Harry E. Bovay, Jr., Houston	1991
Dr. Malcolm Brachman (Ph.D.), Dallas	1990
** Mr. Clifton Caldwell, Albany	1992
** Mr. George E. Christian, Austin	1992
Mr. John B. Connally III, Houston	1990
Mr. William S. Davis, Fort Worth	1990
Ms. Anne P. Dickson, Dallas	1990
Mr. C. Brien Dillon, Houston	1990
** Mr. Sam Dunnam, Austin	1992
** Mr. Fred T. Goetting, Jr., San Antonio	1992
* Mr. Walter L. Huzarevich, Jr., Fort Worth	1992
** Mr. Robert Jorrie, San Antonio	1992
Mr. Herbert D. Kelleher, Dallas	1990
Mr. Edgar H. Keltner, Fort Worth	1991
Mr. Allan C. King, Houston	1991
* Mr. Henry F. Kuras, San Antonio	1992
Mr. Ed Lindsey, Jasper	1991
Mr. Ellis O. Mayfield, El Paso	1991
Mr. Frederick Z. Mills, Jr., Dallas	1991
* Ms. Lillian Anderson Murray, Corpus Christi	1992
Dr. Judy Newton (Ph.D.), Austin	1991
Mr. Pike Powers, Austin	1990
** Mr. Billy Shurley, Marfa	1992
Mr. Marshall T. Steves, Jr., San Antonio	1990
Mr. Curtis T. Vaughan, Jr., San Antonio	1991
Mr. Otto K. Wetzel, Jr., Dallas	1990
Mr. Gene Wiggins, Arlington	1991
** The Honorable John Wildenthal, Houston	1992
Mr. Samuel T. Yanagisawa, Dallas	1990

School of Nursing Advisory Council.--  
Authorized Membership 28:

	<u>Term Expires</u>
** Joseph M. Abell, Jr., M.D., Austin	1992
** Dr. Dolores M. Alford (Ph.D.), Dallas	1992
** Mrs. Morris Atlas, McAllen	1992
Ruth M. Bain, M.D., Austin	1991
Ms. Catherine A. Bane, Houston	1990
* Lolly Beaird (Ph.D.), R.N., Houston	1992
Mrs. Eloise Blades, Houston	1990
Mrs. Jack S. Blanton, Sr., Houston	1991
Mrs. Bob Casey, Jr., Houston	1990
Mrs. Elizabeth D. Crofford, Dallas	1991
Armando Cuellar, M.D., Weslaco	1990
Mrs. Ralph H. Daugherty, Jr., Austin	1990
Ms. Amanda Dealey, Austin	1990
Ms. Beverly Drawe, Austin	1990
Mrs. Bettie Joyce Moore Girling, Austin	1991
Mrs. Carlos D. Godinez, McAllen	1990
Ms. Jane Hickie, Austin	1990
Ms. Lou Hedrick Jones, Dallas	1991
* Mr. Duncan Manning, Dallas	1992
* Mr. James M. Martin, Austin	1992
** Mr. David McWilliams, The Woodlands	1992
Mrs. Bernadette R. Moore, Austin	1991
* Mrs. Arthuree L. Quander, Austin	1992
* Mrs. Sandra Harris Rotman, Austin	1992
** Mr. Dell M. Sheftall, Jr., Austin	1992
Unfilled Term	1992
Unfilled Term	1992
Unfilled Term	1992

Texas Union Advisory Council.--  
Authorized Membership 15:

	<u>Term Expires</u>
Ms. Teresa Palomo Acosta, Austin	1991
Mr. Ronald Charles Barshop, San Antonio	1991
* Ms. Janet E. Bauerle, San Antonio	1992
Ms. Peggy Parker Berry, Tyler	1991
Mr. James Hudson Dudley, Comanche	1991
Mr. Patrick William Duval, New York, New York	1991
* Mrs. Laurens B. Fish, Jr., Austin	1992
Ms. Cloteal Davis Haynes, Austin	1991
* Mr. Frank S. Manitzas, San Antonio	1992
Mr. Dennis Brian Martinez, Dallas	1991
* Mr. C. C. Nolen (L.L.D.), Oklahoma City, Oklahoma	1992
Mrs. Joan Franklin Phipps, Houston	1991
** Mr. Gary M. Polland, Houston	1991
Mr. Brian Shivers, Dallas	1990
** Mrs. Marolyn W. Stubblefield, San Antonio	1992

Longhorn Associates for Excellence in Women's Athletics  
Advisory Council.--Authorized Membership 40:

	<u>Term Expires</u>
* Mrs. Mary Louise Adams, Austin	1992
Mrs. Sidsel T. Alpert, Dallas	1990
Mrs. Louise Kuehn Appleman, Fort Worth	1990
Mr. Rex G. Baker, Jr., Houston	1990
* Ms. Linda S. Ball, Austin	1992
Mrs. Anne M. Ballantyne, San Antonio	1990

* Mrs. Ann Barshop, San Antonio	1991
Ms. Betsy R. Builta, Austin	1990
Mrs. Bitsy Carter, Dallas	1991
* Mr. Richard L. Chambers II, Lubbock	1992
Ms. Christine Groves Cheney, San Antonio	1991
Mr. Harry Crockett, Smithville	1991
* Mr. B. Michael Cummings, Fort Worth	1992
Mr. Bryan P. Dixon, Fort Worth	1990
Mrs. Mary Agnes Edwards, Richardson	1991
* Mr. Crockett English, Leander	1992
Mr. Walter S. Fortney, Fort Worth	1991
Mrs. Kathryn B. Head, Dallas	1990
Mrs. Betty Himmelblau, Austin	1991
* Ms. Carolyn Frost Keenan, Houston	1992
Robert B. Kimmel, M.D., San Antonio	1991
* Ms. Pattye M. Lawrence, San Antonio	1992
* Ms. Debra J. Mann, Dallas	1990
Mrs. Karen A. McCleskey, Richardson	1991
Mrs. Myra A. McDaniel, Austin	1991
* Mrs. Linda Meeks, Garland	1992
* Mr. Bill Miller, Waco	1992
Mrs. Betty Kyle Moore, Houston	1991
Mr. John R. Morris, Fort Worth	1991
* Mr. George O. Nokes, Jr., Austin	1992
* Mr. Louis M. Pearce III, Houston	1992
Mr. Wayne J. Riddell, Austin	1991
* Ms. Margaret Rochs, Houston	1992
Mrs. Debra L. Shtofman, Dallas	1990
Ms. Tobi Taub, Austin	1990
Mrs. Patricia Thomas, Houston	1990
** Mrs. Peyton L. Townsend, Jr., Dallas	1991
* Mr. Terry M. Wilson, Dallas	1992
Ms. Anne Wynne, Austin	1990
 Unfilled Term	 1990

Longhorn Foundation Advisory Council.--  
Authorized Membership 65

Term Expires

* Dr. Nasser I. Al-Rashid (Ph.D.), Riyadh, Saudi Arabia	1992
* Mr. Rooster Andrews, Austin	1991
* Jay H. Arnette, D.D.S., M.S.D., Austin	1990
* Mr. John W. Barnhill, Jr., Brenham	1992
* George E. Bennett, M.D., Marshall	1991
* Mr. James A. Besselman, Amarillo	1990
* Mr. H. L. Brown, Jr., Midland	1992
* Mr. Harold D. Carter, Dallas	1991
* Mr. Bill Cheney, San Antonio	1990
* Mr. Ben D. Crenshaw, Austin	1992
* Mr. Solomon D. David, Jr., New Braunfels	1991
* Mr. Franklin W. Denius, Austin	1990
* Mr. Bryan P. Dixon, Fort Worth	1992
* Mr. S. Finley Ewing, Jr., Dallas	1990
* Mrs. George R. Farris, Houston	1992
* Mrs. Nancy Warren Frasher, Austin	1992
* Mr. E. P. Gemmer, Jr., Houston	1992
* Mr. Robert G. Greer, Houston	1991
* Ms. Barbara S. Guthery, Paramus, New Jersey	1992
* Mr. Jeffrey M. Heller, Dallas	1990
* Mrs. Eleanor M. Hill, Houston	1991
* Mr. Hal Hillman, Houston	1992
* Mr. William D. Hudson, Dallas	1990
* Mr. Dwight E. Jefferson, Houston	1990
* Mr. Lenoir Moody Josey II, Houston	1992
* Mr. Bobby L. Lackey, Weslaco	1991

* Mr. Roosevelt Leaks, Austin	1990
* Mr. Joel M. Levy, Houston	1992
* Mr. Wales H. Madden, Jr., Amarillo	1991
* Mr. Red McCombs, San Antonio	1990
* Mr. W. Wayne McDonald, Austin	1991
* Mr. Pat McMahan, San Antonio	1992
* Mrs. Sylvia L. McNatt, Graham	1990
* Mr. Paul D. Meek, Dallas	1992
* Mr. James R. Moffett, New Orleans, Louisiana	1991
* Mr. Baker Montgomery, Dallas	1990
* Mr. Robert K. Moses, Jr., Houston	1992
* Mr. Jackson C. Mouton, Jr., Austin	1991
* Mr. Michael A. Myers, Dallas	1991
* Mr. Walter L. New, Jr., Austin	1992
* Mr. Samuel J. Noel, Bedford	1990
* Mr. C. Scott Parker, Liberty	1990
* Mr. F. Gardner Parker, Houston	1991
* Mr. B. M. "Mack" Rankin, Jr., Dallas	1991
* Mr. Wallace H. Scott, Jr., Austin	1992
* Mr. Charles M. Simmons, Fort Worth	1991
* Mr. Weldon H. Smith, Houston	1990
* Mr. Charles L. Sowell, Houston	1990
* Mr. Robert L. Stillwell, Houston	1991
* Mr. William T. Stokes, Jr., Dallas	1990
* Mr. John Stuart III, Dallas	1992
* Mr. Howard L. Terry, Houston	1991
* Mr. Jere W. Thompson, Dallas	1992
* Mr. Peyton L. Townsend, Jr., Dallas	1991
* Mr. Mike Trant, Dallas	1991
* Mr. Duer Wagner, Jr., Fort Worth	1990
* Mr. Charles M. Wender, San Antonio	1992
* Mr. Darrell R. Windham, El Paso	1990

Unfilled Term	1990
Unfilled Term	1990
Unfilled Term	1990
Unfilled Term	1991
Unfilled Term	1991
Unfilled Term	1992
Unfilled Term	1992

Winedale Historical Center Advisory Council.--  
Authorized Membership 32

	<u>Term Expires</u>
* Mr. Paul S. Ache, Jr., Houston	1990
* Mrs. Paul S. Ache, Jr., Houston	1990
* Mrs. Helen Anderson, Houston	1990
* Mr. Thomas D. Anderson, Houston	1990
* Mr. Thomas E. Berry, Houston	1990
* Mrs. Thomas E. Berry, Houston	1990
* Mr. Richard L. Brooks, Houston	1991
* Mrs. Robin Brooks, Houston	1991
* Dr. Allen Commander (Ph.D.), Brenham	1992
* Mrs. Bobbie Stockford Commander, Brenham	1992
* Mrs. Diane Dickey Grace, Houston	1991
* Mr. John R. Grace, Houston	1991
* Mrs. Camille O. Hankamer, Houston	1992
* Mr. Raymond E. Hankamer, Sr., Houston	1992
* Mrs. Frances Puett Harris, Round Top	1992
* Mr. William McGregor Harris, Round Top	1992
* Mr. George R. Jordan, Jr., Houston	1990
* Mrs. George R. Jordan, Jr., Houston	1990
* Mr. Earl Littman, Houston	1991
* Mrs. Natalie Littman, Houston	1991
* Mrs. Kendall Macdaniel, Houston	1990
* Mr. Sherman P. Macdaniel, Houston	1990

* Mr. Herbert J. Maddock, Round Top	1991
* Mrs. Marge Maddock, Round Top	1991
* Mrs. Norma T. Norton, Austin	1991
* Ms. Charlotte W. Rhodes, Dripping Springs	1992
* Mrs. Lesley M. Schlumberger, Houston	1992
* Mr. Pierre Marcel Schlumberger, Houston	1992
* Mrs. Margaret Shanks, Houston	1991
* Mr. Wallace T. Shanks, Houston	1991
Unfilled Term	1992
Unfilled Term	1992

3. The University of Texas at Dallas

Development Board.--Authorized Membership 45:

	<u>Term Expires</u>
Mr. John L. Adams, Dallas	1990
Mr. Peter Baldwin, Dallas	1990
Mr. Kent M. Black, Dallas	1991
* Ms. Kathryn Cain, Dallas	1991
** Mr. Bruce Calder, Dallas	1992
Dr. Andrew R. Cecil (Ph.D.), Dallas	1990
* Mr. Trammell S. Crow, Dallas	1991
* Mr. James L. Donald, Plano	1991
Mrs. Caroline Edens, Dallas	1990
Mr. Hill Feinberg, Dallas	1991
Mr. James L. Fischer, Dallas	1991
Mrs. Carolyn Foxworth, Dallas	1990
Mr. Sol Goodell, Dallas	1991
Mrs. Dorothy Griffin, Richardson	1990
** Mrs. J. E. Henry, Richardson	1992
Mr. Jerry Hogan, Dallas	1990
** Mr. Jack B. Jackson, Richardson	1992
** Mr. George W. Jalonick IV, Dallas	1992
Mr. Gifford K. Johnson, Dallas	1991
Mr. Philip R. Jonsson, Dallas	1990
Mr. Dale V. Kesler, Dallas	1990
** Mr. Richard Knight, Dallas	1992
Mr. E. L. Langley, Irving	1990
Mr. James R. Lightner, Dallas	1991
Mr. Richard K. Marks, Plano	1991
** Mr. James McCormick, Dallas	1992
Dr. James E. Mitchell (Ph.D.), Plano	1990
** Mr. Lawrence Jack Moore, Esq., Dallas	1992
Mr. Tom Rhodes, Dallas	1990
** Mrs. Margaret J. Rogers, Dallas	1992
* Mr. Pete Schenkel, Dallas	1991
** Mr. James P. Sheehan, Dallas	1992
** Ms. Elloine Sinclair, Dallas	1992
** The Honorable Annette Strauss, Dallas	1992
Mr. David Tacke, Dallas	1990
Mrs. Ann Utley, Dallas	1990
Mr. James R. Voisinet, Dallas	1990
Mr. C. Lee Walton, Jr., Dallas	1990
Mr. William P. Weber, Dallas	1990
* Mr. Linus Wright, Dallas	1991
Unfilled Term	1990
Unfilled Term	1991
Unfilled Term	1991
Unfilled Term	1991
Unfilled Term	1991



Advisory Council for the School of Management.--  
Authorized Membership 42:

	<u>Term Expires</u>
* Mr. Bishop Allen, San Antonio	1991
** Mr. John D. Beletic, Dallas	1992
Mr. Charles M. Best, Dallas	1990
** Mr. Robert H. Boykin, Dallas	1992
* Mr. P. E. Cook, Dallas	1991
* Mr. James L. Crowson, Dallas	1992
Dr. Weston E. Edwards (Ph.D.), Dallas	1990
Mr. Richard I. Galland, Dallas	1990
** Mr. James F. Gero, Garland	1992
** Mr. Arthur L. Gonzales, Dallas	1992
* Mr. Phillip Hawk, Dallas	1991
* Dr. Sydney Smith Hicks (Ph.D.), Dallas	1992
* Mr. Gerald W. Hoag, Dallas	1991
Mr. Max D. Hopper, Dallas	1991
* Ms. Nancy J. Huggins, Dallas	1991
Mr. Dale V. Kesler, Dallas	1990
* Mr. J. Peter Kline, Dallas	1992
** Mr. Thomas McCartin, Dallas	1992
* Mr. Thomas E. Muerer, Dallas	1992
Mr. John P. Rochon, Dallas	1990
Mr. Rex A. Sebastian, Dallas	1991
Mr. Robert W. Slater, Dallas	1991
** Ms. Nancy Harvey Steorts, Washington, D. C.	1990
* Mr. Allan J. Tomlinson, Irving	1992
Mr. Don W. Ulm, Dallas	1991
Mr. Thomas J. Wageman, Dallas	1990
* Mr. R. A. Wahl, Carrollton	1991
Mr. C. Anthony Wainwright, Dallas	1990
* Mr. Dennis J. Wander, Dallas	1992
Ms. Linda A. Wertheimer, Dallas	1990
Mr. Franklin R. Winnert, Newport, Rhode Island	1990
* Mr. William W. Winspear, Dallas	1992
Unfilled Term	1990
Unfilled Term	1990
Unfilled Term	1990
Unfilled Term	1990
Unfilled Term	1991
Unfilled Term	1991
Unfilled Term	1991
Unfilled Term	1991
Unfilled Term	1992
Unfilled Term	1992

Advisory Council for the Callier Center for  
Communication Disorders.--Authorized Membership 30:

	<u>Term Expires</u>
** Mr. Stuart Bumpas, Dallas	1992
Mrs. Margaret J. Charlton, Dallas	1991
** Mrs. A. Earl Cullum, Jr., Dallas	1991
** Mr. Bennett Cullum, Dallas	1991
** Mrs. Dorine Cunningham, Wills Point	1992
* Mrs. Margery Currey, Dallas	1990
Mr. Joe Dealey, Dallas	1990
Mrs. Robert E. Dennard, Dallas	1990
Mr. Jay Goltz, Dallas	1991
Miss Nelle C. Johnston, Dallas	1991
** Mr. J. E. Jonsson, Dallas	1992
** Mr. Michael Lockerd, Dallas	1991
** Mrs. Kevin McBride, Dallas	1991
** Mr. P. M. McCullough, Dallas	1991

** Ludwig A. Michael, M.D., Dallas	1992
** Mr. Robert Neely, Dallas	1992
** Mr. Sydney K. Peatross, Dallas	1991
** Mr. Pat Y. Spillman, Dallas	1992
Mr. John M. Stemmons, Jr., Dallas	1990
Mr. Carl J. Thomsen, Dallas	1990
* Mr. Barney Young	1990
Unfilled Term	1990
Unfilled Term	1990
Unfilled Term	1990
Unfilled Term	1990
Unfilled Term	1991
Unfilled Term	1991
Unfilled Term	1991
Unfilled Term	1991
Unfilled Term	1991

Advisory Council for the School of General Studies.--  
 Authorized Membership 28:

	<u>Term Expires</u>
Ms. Beverly Laughlin Brooks, Dallas	1991
* Ms. Saralynn Busch, Dallas	1991
Ms. Carol Duncan, Dallas	1990
* Mr. Russ Delatour, Dallas	1991
Mr. Hardy H. England, Dallas	1990
Mr. Edward M. Fjordbak, Dallas	1991
** Ms. Lorraine Kaas, Dallas	1990
** Mr. David Kaplan, Richardson	1990
Mrs. Eloise W. Koonce, Dallas	1990
* Mr. Jack Lowe, Jr., Dallas	1991
Ms. Diane Price, Richardson	1990
Mr. Michael Quarry, Dallas	1990
** Mr. Ernest H. Randall, Jr., Dallas	1990
Judge Martha E. Ritter, Richardson	1991
Mrs. Hortense Sanger, Dallas	1991
Mrs. Norma Schlinger, Dallas	1990
* Dr. Mary Sias (Ph.D.), Dallas	1991
Mr. C. E. Teague, Richardson	1991
Mr. Steve Vittorini, Dallas	1990
** Mrs. Julius Wolfram, Dallas	1990
Unfilled Term	1990
Unfilled Term	1991
Unfilled Term	1991
Unfilled Term	1991
Unfilled Term	1991
Unfilled Term	1991
Unfilled Term	1992
Unfilled Term	1992

Advisory Council for the School of Arts and Humanities.--  
 Authorized Membership 25:

	<u>Term Expires</u>
* Mrs. Gayle C. Davitt, Richardson	1992
** Mr. Earl O. Latimer II, Dallas	1990
* Mrs. Ethel Ward McLemore, Dallas	1992
* Mr. Robert H. McLemore, Dallas	1992
* Mr. S. P. "Bud" Mandell, Dallas	1992
* Ms. Margaret Morrice, Richardson	1992
* Mr. Norman Neuriter, Dallas	1992
** Robert D. Page, M.D., Dallas	1992
** Mrs. Robert D. Page, Dallas	1992
* Mrs. Elizabeth Semrad, Richardson	1992

Unfilled Term	1990
Unfilled Term	1990
Unfilled Term	1990
Unfilled Term	1990
Unfilled Term	1990
Unfilled Term	1990
Unfilled Term	1990
Unfilled Term	1990
Unfilled Term	1990
Unfilled Term	1991
Unfilled Term	1991
Unfilled Term	1991
Unfilled Term	1991
Unfilled Term	1991
Unfilled Term	1991
Unfilled Term	1991

Advisory Council for the School of Social Sciences.--  
Authorized Membership 25:

	<u>Term Expires</u>
Mr. Richard J. Agnich, Dallas	1990
** Ms. Carolyn Bacon, Dallas	1992
Ms. Betty Jo Christian, Washington, D. C.	1990
* Mr. Sam Coats, Dallas	1992
Mr. Alan R. Erwin, Austin	1990
Mr. Robert Estrada, Dallas	1990
* Ms. Ruth Miller Fitzgibbons, Dallas	1992
* Mr. J. Guadalupe C. Garcia, Dallas	1991
** Ms. Carolyn M. Gilbert, Dallas	1992
** Mr. Jeremy Halbriech, Dallas	1992
Mr. Patrick Higginbotham, Dallas	1991
Ms. Kay Bailey Hutchison, Dallas	1990
Mr. Lee Jackson, Dallas	1991
Senator Eddie Bernice Johnson, Dallas	1991
Dr. Jan LeCroy (Ph.D.), Dallas	1991
Mr. Rodger Mitchell, Dallas	1991
** Mr. Raymond D. Nasher, Dallas	1992
William Neaves, M.D., Dallas	1990
Mr. Jesse Oliver, Dallas	1991
* Mr. Raymond Reed, Dallas	1990
Ms. Florence Shapiro, Plano	1991
** Mr. Lee Simpson, Dallas	1992
Mr. Richard F. Smith, Dallas	1991
Unfilled Term	1990
Unfilled Term	1990

Erik Jonsson School of Engineering and Computer Science  
Advisory Council.--Authorized Membership 30:

	<u>Term Expires</u>
Dr. Harold Allen (Ph.D.), Garland	1991
** Mr. Kent M. Black, Dallas	1992
Mr. Berry Cash, Dallas	1990
* Mr. Donald J. Hayes, Plano	1992
Mr. Jerry Hogan, Richardson	1991
Mr. Buddy Langley, Irving	1991
** Mr. Lowell Lawson, Dallas	1992
Mr. James R. Lightner, Richardson	1990
Mr. Robert M. Lockerd, Plano	1991
** Mr. Raymond Marlow, Dallas	1992
Mr. James A. Middleton, Dallas	1990
Mr. Peter O'Donnell, Jr., Dallas	1991
Mr. Samuel T. Yanagisawa, Dallas	1991

Unfilled Term	1990
Unfilled Term	1990
Unfilled Term	1990
Unfilled Term	1990
Unfilled Term	1990
Unfilled Term	1990
Unfilled Term	1990
Unfilled Term	1991
Unfilled Term	1991
Unfilled Term	1991
Unfilled Term	1991
Unfilled Term	1992
Unfilled Term	1992
Unfilled Term	1992
Unfilled Term	1992
Unfilled Term	1992
Unfilled Term	1992

4. The University of Texas at El Paso

Development Board.--Authorized Membership 30:

	<u>Term Expires</u>
** Eugenio A. Aguilar, Jr., D.D.S., El Paso	1992
Mr. Federico Barrio T., Ciudad Juarez, Mexico	1991
Mr. Julian Bernat, El Paso	1990
Gordon L. Black, M.D., El Paso	1991
** Mr. Hughes Butterworth, Jr., El Paso	1992
Mr. H. M. Daugherty, Jr., El Paso	1990
Mr. Federico de la Vega, Ciudad Juarez, Mexico	1991
* Edward Egbert, M.D., El Paso	1992
Mr. Hugh K. Frederick, Jr., El Paso	1990
Mr. Joseph P. Hammond, El Paso	1991
Mrs. Robert F. Haynsworth, El Paso	1991
Mr. Robert C. Heasley, El Paso	1991
Mr. Donald S. Henderson, El Paso	1991
Mr. Fred Hervey, El Paso	1991
Mrs. George (Bette) Hervey, El Paso	1991
** Mr. Richard Hickson, El Paso	1992
Mr. Hector Holguin, El Paso	1991
Mr. Lindsay B. Holt, El Paso	1991
Mr. Larry A. Hornsten, El Paso	1990
* Ms. Deborah Kastrin, El Paso	1992
** Mr. Guillermo Licon, El Paso	1992
Mr. Ellis O. Mayfield, El Paso	1991
Laurance N. Nickey, M.D., El Paso	1991
Mr. Jim Phillips, El Paso	1991
Mr. Jonathan Rogers, El Paso	1990
** Mr. Edward F. Schwartz, El Paso	1992
Mr. Orval W. Story, El Paso	1990
* Mr. David Wiggs, El Paso	1992
Dr. Judson F. Williams (Ph.D.), El Paso	1991
Unfilled Term	1991

College of Engineering Industrial Advisory Council.--  
Authorized Membership 30:

	<u>Term Expires</u>
** Mr. George Bailey, El Paso	1992
Mr. Federico Barrio T., Ciudad Juarez, Mexico	1990
Mr. William A. Bruner, El Paso	1990
** Mr. Tony G. Conde, El Paso	1992
Mr. Samuel P. Drake, El Paso	1991
** Mr. Kenneth Farah, El Paso	1991
Mr. William S. Flatt, El Paso	1991

Mr. Joseph J. Gaynor, El Paso	1990
Mr. Norman R. Haley, El Paso	1990
Mr. Hector Holguin, El Paso	1990
Mr. Guillermo Licon, El Paso	1991
Mr. Gale O. Maxwell, El Paso	1991
Mr. Richard H. Michel, El Paso	1991
* Mr. Max Minniear, El Paso	1991
** Mr. Frederick H. Mitchell, El Paso	1992
** Mr. Edward D. Nelson, El Paso	1992
Col. Joseph Ostrowidzki, El Paso	1991
Mr. Charles H. Page III, El Paso	1990
** Mr. Pablo Salcido, El Paso	1992
Mr. John R. Shaw, El Paso	1990
Mr. Ignacio R. Troncoso, El Paso	1991
* Mr. Ed Weir, El Paso	1992
** Mr. James A. Wise, White Sands Missile Range, New Mexico	1992
Mr. Tony Woo, El Paso	1990
Unfilled Term	1991
Unfilled Term	1991
Unfilled Term	1992
Unfilled Term	1992
Unfilled Term	1992
Unfilled Term	1992

5. The University of Texas of the Permian Basin

Development Board.--Authorized Membership 30:

	<u>Term Expires</u>
Mr. H. Eugene Abbott, Midland	1990
Mrs. Jerry L. Avery, Big Spring	1990
Mr. Frank Cahoon, Midland	1991
Mr. J. C. Chancellor, Odessa	1991
* Mr. Steve Davidson, Midland	1990
** Mr. J. Conrad Dunagan, Monahans	1992
** Mr. Ronald Fancher, Odessa	1992
* Mr. John Foster, Odessa	1992
Mr. G. William Fowler, Odessa	1991
Mr. James R. "Buzz" Hurt, Odessa	1991
Mr. John Landgraf, Odessa	1991
Mrs. W. D. Noel, Odessa	1991
Mr. Herschel O'Kelley, Midland	1990
** Mr. Joseph I. O'Neill III, Midland	1992
Mr. James Roberts, Andrews	1990
** Mrs. Richard C. Slack, Pecos	1992
* Mr. Charles Spence, Midland	1991
Mr. Cyril Wagner, Jr., Midland	1991
Mr. Clayton Williams, Midland	1991
Unfilled Term	1990
Unfilled Term	1990
Unfilled Term	1990
Unfilled Term	1990
Unfilled Term	1991
Unfilled Term	1991
Unfilled Term	1992
Unfilled Term	1992
Unfilled Term	1992
Unfilled Term	1992
Unfilled Term	1992

6.

The University of Texas at San Antonio

Development Board.--Authorized Membership 25:

	<u>Term Expires</u>
Mr. Glenn Biggs, San Antonio	1991
Dr. Roland K. Blumberg (Ph.D.), Seguin	1991
Governor Dolph Briscoe, Jr., Uvalde and San Antonio	1990
Mr. Richard W. Calvert, San Antonio	1991
Mr. Charles E. Cheever, Jr., San Antonio	1990
Mr. Robert G. Davis, San Antonio	1990
** Mr. T. C. Frost, San Antonio	1992
Mr. Fred T. Goetting, Jr., San Antonio	1990
Mr. C. C. "Pop" Gunn, San Antonio	1991
** Mr. Alex H. Halff, San Antonio	1992
** Mr. Roger R. Hemminghaus, San Antonio	1992
Mr. Marvin G. Kelfer, San Antonio	1991
** Mr. Bernard L. Lifshutz, San Antonio	1992
Mrs. Walter W. McAllister, Jr., San Antonio	1990
** Mr. B. J. "Red" McCombs, San Antonio	1992
** Gen. Robert F. McDermott (Ret.), San Antonio	1992
Mr. Lewis J. Moorman, Jr., San Antonio	1991
Mr. Scott Petty, Jr., San Antonio	1991
Mr. John T. Steen, Jr., San Antonio	1990
** Mr. Louis H. Stumberg, San Antonio	1992
Mr. Curtis Vaughan, Jr., San Antonio	1990
Mr. Charles Martin Wender, San Antonio	1991
Mrs. Irene S. Wischer, San Antonio	1990
Mr. G. W. Worth, Jr., Comfort	1990
 Unfilled Term	 1992

College of Business Advisory Council.--  
Authorized Membership 27:

	<u>Term Expires</u>
Mr. Al Aleman, Jr., San Antonio	1991
Mr. Jesse A. Baker, San Antonio	1991
** Mrs. Barbara Banker, San Antonio	1992
Mr. Richard L. Banta, San Antonio	1991
Mr. George J. Becker, Jr., San Antonio	1991
** Mr. Larry J. Bruner, San Antonio	1992
Mr. Bob W. Coleman, San Antonio	1990
** Mr. Robert Cuyler, San Antonio	1992
Mrs. Alice S. Dawson, San Antonio	1990
* Mr. Asher Edelman, New York, New York	1992
* Mr. Jesse Flores, San Antonio	1990
* Mr. W. Bebb Francis III, San Antonio	1992
Mr. Patrick B. Frost, San Antonio	1991
Mrs. Cathy Obriotti Green, San Antonio	1991
Mr. James L. Hayne, San Antonio	1990
* Mr. Phil Howard, San Antonio	1992
Mr. Craig Jeffery, San Antonio	1990
Mr. Clark R. Mandigo, San Antonio	1991
Mr. Robert R. Moore, San Antonio	1990
Mr. Clark C. Munroe, San Antonio	1990
Mr. Paul Reddy, San Antonio	1990
Mr. Benjamin Rodriguez, San Antonio	1990
Brig. Gen. David H. Roe, USAF Ret., San Antonio	1991
Mr. Thomas J. Sineni, San Antonio	1991
* Mr. Robert L. G. Watson, San Antonio	1992
* Mr. Warren Wilkinson, San Antonio	1992
** Mr. Robert Worth, San Antonio	1992

College of Fine Arts and Humanities Advisory Council.--  
Authorized Membership 25:

	<u>Term Expires</u>
Barry M. Beller, M.D., San Antonio	1991
** Mrs. Evelyn Berg, San Antonio	1992
** C. Brandon Chenault, M.D., San Antonio	1992
Mrs. Candes P. Chumney, San Antonio	1991
** Mrs. Lila Cockrell, San Antonio	1992
Ms. Maria Eugenia Cossio, San Antonio	1991
Mr. Alfredo L. Flores, Jr., San Antonio	1990
** Miss Gloria Galt, San Antonio	1992
Mrs. Ruth Jean Gurwitz, San Antonio	1990
Lawrence B. Harkless, D.P.M., San Antonio	1990
Mr. J. Joe Harris, San Antonio	1991
Mr. John M. Johnston, San Antonio	1991
** Mr. A. Leonard C. Magruder, San Antonio	1992
Miss Harriet C. Marmon, San Antonio	1990
Mrs. Juanita Miller, Dallas	1991
Mrs. Lois Oppenheimer, San Antonio	1991
Mr. David B. Person, San Antonio	1990
Mrs. Aaronetta Pierce, San Antonio	1991
Mr. Boone V. Powell, San Antonio	1990
Mr. Jack A. Rodgers, San Antonio	1990
** Mrs. Patsy Steves, San Antonio	1990
** Mrs. Mary Pat Stumberg, San Antonio	1992
Mrs. Margaret Pace Willson, San Antonio	1990
Unfilled Term	1992
Unfilled Term	1992

College of Sciences and Engineering Advisory Council.--  
Authorized Membership 30:

	<u>Term Expires</u>
* Dr. H. Norman Abramson (Ph.D.), San Antonio	1991
* Mr. Doroteo Chavarria, P.E., San Antonio	1990
* Mrs. Stephanie A. Coleman, San Antonio	1992
* Mr. John F. D'Aprix, San Antonio	1992
* Mr. Donald J. Douglass, San Antonio	1992
* Mr. George H. Ensley, San Antonio	1990
* Mr. Martin Goland, San Antonio	1991
* Mr. Roger R. Hemminghaus, San Antonio	1992
* Mr. Bob Marbut, San Antonio	1991
* Mr. Joe C. McKinney, San Antonio	1991
* Mr. Palmer Moe, San Antonio	1991
* Dr. Robert J. Potter (Ph.D.), San Antonio	1992
* Mr. Alfred J. Stein, San Jose, California	1990
* Mr. Kenneth W. Thomas, Jr., P.E., San Antonio	1990
* Dr. John L. VandeBerg (Ph.D.), San Antonio	1991
Unfilled Term	1990
Unfilled Term	1990
Unfilled Term	1990
Unfilled Term	1990
Unfilled Term	1990
Unfilled Term	1990
Unfilled Term	1991
Unfilled Term	1991
Unfilled Term	1991
Unfilled Term	1991
Unfilled Term	1992
Unfilled Term	1992
Unfilled Term	1992
Unfilled Term	1992
Unfilled Term	1992

7.

The University of Texas at Tyler

Development Board.--Authorized Membership 26:

	<u>Term Expires</u>
** Mr. James W. Arnold, Tyler	1992
** Mr. Henry M. Bell, Jr., Tyler	1992
** Mrs. Robert P. Buford, Tyler	1992
* Mr. A. Lee Burch, Jr., Tyler	1992
Mr. Frank M. Burke, Jr., Dallas	1991
** Mr. Allen M. Burt, Tyler	1992
Mrs. D. K. Caldwell, Tyler	1990
Mr. Charles L. Childers, Tyler	1991
* Mr. Wilton H. Fair, Tyler	1991
Mr. Vernon E. Faulconer, Tyler	1990
Mr. Bill G. Hartley, Tyler	1990
Mr. Robert B. Irwin, Tyler	1991
Senator Peyton McKnight, Tyler	1991
** Mr. George W. Oge, Tyler	1992
Mr. Wade C. Ridley, Tyler	1990
Mr. A. W. Riter, Jr., Tyler	1991
Mr. Robert M. Rogers, Tyler	1991
Mr. Isadore Roosth, Tyler	1991
Mr. Norman M. Shtofman, Tyler	1990
Mr. Ralph Spence, Tyler	1991
** Mr. Eugene Talbert, Tyler	1992
Jim M. Vaughn, M.D., Tyler	1990
** Mr. John E. White, Jr., Tyler	1992
Mr. Royce E. Wisenbaker, Tyler	1990
Mr. James C. Wynne, Jr., Tyler	1990
 Unfilled Term	 1992

8.

The University of Texas  
Institute of Texan Cultures at San Antonio

Development Board.--Authorized Membership 31:

	<u>Term Expires</u>
Mrs. T. Armour (Claudia Abbey) Ball, Comstock and San Antonio	1990
* Mr. Z. D. Bonner, Austin	1992
Mr. Bob Brinkerhoff, Houston	1991
Mr. Jean William Brown, Houston	1991
** Mr. J. P. Bryan, Jr., Houston	1992
Mr. Robert A. Buschman, San Antonio	1991
* Mrs. Pat S. (Candes) Chumney, San Antonio	1992
Mr. James T. Doyle, Fredericksburg	1991
(Ret.) Lt. Col. George Ensley, San Antonio	1990
Sterling H. Fly, Jr., M.D., Uvalde	1991
Mr. Alex H. Halff, San Antonio	1990
Mr. Reagan Houston III, San Antonio	1990
** Mrs. Everett (Elizabeth) Hutchinson, Bethesda, Maryland and Palestine, Texas	1992
Mr. Stewart C. Johnson, San Antonio	1991
Mrs. Don (Jean) Kaspar, Shiner	1990
* Mr. John Keck, Laredo	1992
** Mr. Ballinger Mills, Galveston	1992
** Dan C. Peavy, Jr., D.D.S., San Antonio	1992
Mr. O. Scott Petty, Sr., San Antonio	1990
Mr. Scott Petty, Jr., San Antonio	1990
Mr. Richard Potter, Gilmer	1990
Miss Josephine Sparks, Corpus Christi	1991
** Mrs. Walter (Ruth) Sterling, Houston	1992
Mr. Richard L. Triska, Jr., Houston	1990



	Mr. Patrick Hughes Welder, Victoria	1990
**	Mr. David A. Witts, Dallas	1992
	Mr. William P. Wright, Jr., Abilene	1990
*	Mr. H. B. Zachry, Jr., San Antonio	1992
	Unfilled Term	1992
	Unfilled Term	1992
	Unfilled Term	1992

9. The University of Texas  
Southwestern Medical Center at Dallas

Development Board.--The Southwestern Medical Foundation serves in this capacity. The nominees are not subject to Regental approval.

10. The University of Texas  
Medical Branch at Galveston

Development Board.--Authorized Membership 45:

		<u>Term Expires</u>
	W. Tom Arnold, M.D., Houston	1990
	A. Nelson Avery, M.D., Austin	1991
**	Mrs. William H. Bauer, La Ward	1992
	G. Valter Brindley, Jr., M.D., Temple	1991
	Mrs. Ann Barber Brinkerhoff, Houston	1990
	C. B. Bruner, M.D., Fort Worth	1991
	Max C. Butler, M.D., Houston	1991
	Edward Egbert, M.D., El Paso	1991
**	Mr. Lawrence E. Ethridge, Jr., Corpus Christi	1992
	Tracy D. Gage, M.D., Lubbock	1990
	Mr. Edwin Gale, Beaumont	1991
	Mr. Richard C. Gibson, Midland	1992
**	Carlos D. Godinez, M.D., McAllen	1992
	Dr. Cecil H. Green (Sc.D.), Dallas	1990
	Miss F. Marie Hall, Big Spring	1990
	Mavis P. Kelsey, M.D., Houston	1990
	Mr. Rai B. Kelso, Galveston	1990
**	Mr. Harris L. Kempner, Jr., Galveston	1991
	Mrs. Ruth L. Kempner, Galveston	1992
	Donald R. Lewis, M.D., Paris	1991
*	Dr. Thomas S. Mackey (Ph.D.), Texas City	1992
**	David C. Miesch, M.D., Paris	1992
**	Mr. Ballinger Mills, Galveston	1992
**	Mr. George P. Mitchell, The Woodlands	1992
**	Mr. Robert L. Moody, Galveston	1992
	Mr. W. L. Moody IV, Galveston	1991
	Mario E. Ramirez, M.D., Roma	1990
	Wayne V. Ramsey, Jr., M.D., Abilene	1990
	Mrs. Edward Randall, Jr., Houston	1990
	Mr. Risher Randall, Houston	1990
**	Raleigh R. Ross, M.D., Burnet	1992
	Ray E. Santos, M.D., Lubbock	1990
	The Honorable A. R. Schwartz, Galveston	1990
	Mr. Preston Shirley, Galveston	1991
	Mr. Ralph Spence, Tyler	1990
*	Mr. Edwin J. Terry, Austin	1990
	Peter K. Thompson, M.D., Houston	1991
	Courtney M. Townsend, Sr., M.D., Paris	1991
**	Miss Lissa W. Walls, Houston	1992

Unfilled Term	1991
Unfilled Term	1991
Unfilled Term	1992
Unfilled Term	1992
Unfilled Term	1992
Unfilled Term	1992

School of Allied Health Sciences Advisory Council.--  
Authorized Membership 18:

	<u>Term Expires</u>
* Dr. Julian Castillo (Ed.D.), Edinburg	1992
** Ms. Beverly Ripple Dickerson, Houston	1990
* Mr. Chuck Doyle, Texas City	1992
Miss F. Marie Hall, Big Spring	1991
Dr. George Henderson (Ph.D.), Oklahoma City, Oklahoma	1990
** Dr. Wayne H. Holtzman (Ph.D.), Austin	1991
* J. L. Jenkins, Jr., M.D., Galveston	1992
Dr. Jeanne Lagowski (Ph.D.), Austin	1990
Ralph Morris, M.D., LaMarque	1990
Dr. John E. Pickelman (Ph.D.), Galveston	1991
Dr. Fernando M. Trevino (Ph.D.), Galveston	1991
** Mr. Donald B. Wagner, Houston	1991
Mr. James A. Williams, Austin	1990
** Ms. Jeanette Winfree, Galveston	1990
Unfilled Term	1991
Unfilled Term	1992
Unfilled Term	1992
Unfilled Term	1992

School of Nursing Advisory Council.--  
Authorized Membership 12:

	<u>Term Expires</u>
** Mrs. John (Drucie) Chase, Houston	1992
** Mrs. Richard (Jan) Coggeshall, Galveston	1992
Mr. Kyle Gillespie, Galveston	1990
Mrs. Judy Godinez, McAllen	1991
** Miss F. Marie Hall, Big Spring	1992
Mrs. Beth Jewett, Beverly Hills, California	1990
Mrs. Marilyn Schwartz, Galveston	1990
Mrs. Walter (Ruth) Sterling, Houston	1991
** Mrs. Suzanne Sullivan, Galveston	1992
Mr. Clyde J. Verheyden, Houston	1991
Unfilled Term	1990
Unfilled Term	1991

11. The University of Texas  
Health Science Center at Houston

Development Board.--Authorized Membership 59:

	<u>Term Expires</u>
* Mr. John A. Adkins, Houston	1990
The Honorable Mike Andrews, Houston	1991
* Mr. J. Tim Arnoult, Houston	1992
Mr. J. Evans Attwell, Houston	1990
Mr. Harry G. Austin, Houston	1990
* Mr. Paul Barnhart, Jr., Houston	1992
Mrs. Laura H. (John B.) Beckworth, Houston	1990
Mr. Lan Bentsen, Houston	1991

Mr. William K. Bruce, Houston	1991
Mr. Vincent H. Buckley, Houston	1991
Dr. Leonel J. Castillo (Ph.D.), Houston	1991
** Mrs. Drucie R. (John S.) Chase, Houston	1990
Mr. Robert R. Combs, Houston	1991
Mr. C. Brien Dillon, Houston	1991
Mr. John H. Duncan, Houston	1990
** Mr. M. Dow Dunn, Houston	1992
Mr. Dillon J. Ferguson, Houston	1991
Mr. Joe F. Flack, Houston	1990
** Mr. A. J. Gallerano, Houston	1992
Mr. Edwin Philip Gemmer, Jr., Houston	1991
Mr. Jenard M. Gross, Houston	1990
Mr. William C. Harvin, Houston	1991
** Mrs. Eleanor M. Hill, Houston	1992
** Mr. Gerald D. Hines, Houston	1992
The Honorable John B. Holmes, Jr., Houston	1990
Mr. Richard C. Hudson, Houston	1991
** Dr. Roy M. Huffington (Ph.D.), Houston	1992
Mr. Joseph D. Jamail, Jr., Houston	1990
Mr. Jack S. Josey, Houston	1990
Mr. C. Samuel Judge, Houston	1991
Mr. Baine P. Kerr, Houston	1991
* Mrs. Elyse B. (Robert C.) Lanier, Houston	1992
* Mr. Truett Latimer, Houston	1990
Mr. Leo E. Linbeck, Jr., Houston	1990
Mr. Earl B. Loggins, Houston	1990
** Mr. Ben F. Love, Houston	1992
Mrs. Marilyn G. (Frederick R.) Lummis, Houston	1990
Mr. John L. McConn, Jr., Houston	1990
* Mrs. Mary Hale Lovett McLean, Houston	1992
** Mrs. Catherine E. (A. G., Jr.) McNeese, Houston	1992
** Mr. Walter M. Mischer, Jr., Houston	1990
Mr. Preston Moore, Houston	1990
Mrs. Beth R. (Reed) Morian, Houston	1990
Mr. Ralph S. O'Connor, Houston	1991
* Mrs. Margaret W. (William C.) Oehmig, Houston	1992
Mr. Joseph H. Peck, Jr., Houston	1990
Mrs. Melinda H. (Michael W.) Perrin, Houston	1991
Mr. Matt Provenzano, Houston	1991
* Mr. Clive Runnells, Houston	1992
Dr. Barbara (Hyman Judah) Schachtel (Ph.D.), Houston	1990
Mr. Neil B. Strauss, Houston	1991
** Mr. Prentis B. Tomlinson, Jr., Houston	1990
Mr. Richard Trabulsi, Houston	1990
* Mr. Presley E. Werlein III, Houston	1992
** Mr. William M. Wheless III, Houston	1992
Governor Mark W. White, Houston	1990
** Mrs. Ann A. (William K.) Wilde, Houston	1992
Unfilled Term	1991
Unfilled Term	1992

Speech and Hearing Institute Advisory Council.--  
Authorized Membership 9:

	<u>Term Expires</u>
Mr. J. Tim Arnoult, Houston	1990
Mrs. Jan (Tommy) Cox, Houston	1991
* Ms. Lynn Cutrer, Houston	1992
Mrs. Corliss R. (Don) Denman, Houston	1991
** Kenneth G. Gould, Jr., M.D. (Ph.D.), Houston	1992
** Mrs. Julie (William L.) Hixon, Houston	1992
Mrs. Lois (Harold) Moore, Houston	1990
** Sam A. Nixon, M.D., Houston	1992
Mr. Bert Zimmerli, Houston	1990

12.

The University of Texas  
Health Science Center at San Antonio

Development Board.--Authorized Membership 67:

	<u>Term Expires</u>
* Mr. Steve Atherton, San Antonio	1992
Mr. Edward H. Austin, Jr., San Antonio	1991
Mr. Roy R. Barrera, Jr., San Antonio	1991
** Mr. Sam Barshop, San Antonio	1992
** Mr. J. Michael Bell, San Antonio	1992
Mr. Thomas Benson, San Antonio	1991
** Mr. Glenn Biggs, San Antonio	1992
Mr. L. D. Brinkman, Kerrville	1991
Mr. J. Bruce Bugg, Jr., San Antonio	1991
** Mr. Charles C. Butt, Jr., San Antonio	1992
Mr. Richard W. Calvert, San Antonio	1990
** Dr. Donald M. Carlton (Ph.D.), Austin	1992
* The Honorable Henry G. Cisneros (Ph.D.), San Antonio	1992
Mr. A. Baker Duncan, San Antonio	1991
Mr. Ruben Escobedo, San Antonio	1991
Dr. Peter T. Flawn (Ph.D.), Austin	1991
Mr. Thomas C. Frost, Jr., San Antonio	1990
** Mr. Christopher Gill, San Antonio	1992
** Mr. William E. Greehey, San Antonio	1992
Mr. C. C. Gunn, Sr., San Antonio	1991
Mr. Roger Hemminghaus, San Antonio	1991
Mr. Earl C. Hill, San Antonio	1991
** Mr. James E. Ingram, San Antonio	1992
Mr. George Irish, San Antonio	1990
Mr. Gary Jacobs, Laredo	1990
** Mr. B. K. Johnson, San Antonio	1992
** Mr. Patrick J. Kennedy, San Antonio	1992
** Mr. John Kerr, San Antonio	1992
Mr. Radcliffe Killam, Laredo	1991
Mr. Charles Kilpatrick, San Antonio	1991
Mr. Richard M. Kleberg III, San Antonio	1990
** Mrs. Charles (Kathleen) Kuper, San Antonio	1992
Mr. Pat Legan, San Antonio	1991
** Mr. Robert G. Marbut, San Antonio	1992
Mr. L. Lowry Mays, San Antonio	1990
** Mr. B. J. "Red" McCombs, San Antonio	1992
** General Robert F. McDermott, San Antonio	1992
Mr. Joe C. McKinney, San Antonio	1991
Mr. Lewis J. Moorman, Jr., San Antonio	1991
Mr. John E. Newman, Jr., San Antonio	1990
Mr. John Oberman, San Antonio	1990
Mr. Charles G. Orsinger, San Antonio	1991
Mr. Dan F. Parman, San Antonio	1991
Mr. Tom E. Pawel, San Antonio	1991
Mr. Stanley D. Rosenberg, San Antonio	1990
** Mrs. Arthur (Linda) Seeligson, Jr., San Antonio	1992
Mr. Pete C. Selig, San Antonio	1991
John M. Smith, Jr., M.D., San Antonio	1991
Mrs. Joe R. (Joci) Straus, Jr., San Antonio	1990
Mr. Arnold "Pic" Swartz, San Antonio	1991
** Mr. William C. Thomas, San Antonio	1992
Ms. Martha Tijerina, San Antonio	1990
** Mr. Abelardo L. Valdez, San Antonio	1992
Mr. Martin Weiss, San Antonio	1991
** Mr. C. Martin Wender, San Antonio	1992
** Dr. Robert V. West, Jr. (Ph.D.), San Antonio	1992
** Mr. Jack Willome, San Antonio	1992
Mrs. Earl H. (Irene) Wischer, San Antonio	1991
Mr. Fausto Yturria, Brownsville	1991
** Mr. H. Bartell Zachry, Jr., San Antonio	1992

Unfilled Term	1990
Unfilled Term	1991
Unfilled Term	1991
Unfilled Term	1992
Unfilled Term	1992
Unfilled Term	1992
Unfilled Term	1992

Medical School Advisory Council.--Authorized Membership 7:

	<u>Term Expires</u>
Mr. Ernesto Ancira, Jr., San Antonio	1990
Frank Bryant, Jr., M.D., San Antonio	1990
Dr. Ronald K. Calgaard (Ph.D.), San Antonio	1990
Scott C. Duncan, M.D., San Antonio	1991
Mr. Richard E. Goldsmith, San Antonio	1991
** Mr. Thomas E. Turner, Jr., San Antonio	1992
Unfilled Term	1992

Nursing School Advisory Council.--Authorized Membership 23:

	<u>Term Expires</u>
** Mrs. Robin F. Ancira, San Antonio	1992
Mr. James (Tony) Anderson, San Antonio	1990
** Mr. Deryl Beakley, San Antonio	1992
Mr. John Bloodsworth, San Antonio	1991
** Ms. Erin Bowman, San Antonio	1992
* Mrs. Stephanie Cavender, San Antonio	1992
Alfonso Chiscano, M.D., San Antonio	1990
Mrs. Esther Curnutt, San Antonio	1990
Mrs. Leigh Ferrell, San Antonio	1990
Ms. Mary Carroll Foley, San Antonio	1991
Mrs. Richard E. (Toni) Goldsmith, San Antonio	1991
* Brigadier General Diann Hale (Ret.), San Antonio	1992
Mrs. Nikki Jaffe, San Antonio	1990
** Ms. Kelly Kidd, San Antonio	1992
* Mr. Alfonso Martinez-Fonts, San Antonio	1990
** Mr. Don McManus, San Antonio	1992
Mr. Balous T. Miller, San Antonio	1991
* Mrs. Harriet Oppenheimer, San Antonio	1992
* Ms. Margaret Rambie, Uvalde	1992
Mrs. C. Ritchie (Elaine) Spence, San Antonio	1990
Ms. Shirley Wills, San Antonio	1991
Unfilled Term	1990
Unfilled Term	1992

13. The University of Texas  
M.D. Anderson Cancer Center

University Cancer Foundation Board of Visitors.--  
Authorized Membership 50:

	<u>Term Expires</u>
** Mrs. Laura Lee Blanton, Houston	1992
* Mr. Thomas J. Brorby, Austin	1992
* Mr. Roy A. Butler, Austin	1992
** Mr. Charles C. Butt, San Antonio	1992
Mr. William E. Carl, Corpus Christi	1990
* Mrs. George Ann Carter, Fort Worth	1992
Mr. Ernest H. Cockrell, Houston	1991
Mr. Edwin L. Cox, Dallas	1991
** Mr. James D. Dannenbaum, Houston	1992

** Mr. John H. Duncan, Houston	1992
Mr. E. A. Durham II, Corpus Christi	1991
Mr. Wayne Gibbens, Washington, D. C.	1991
** Mrs. Helen B. Harvin, Houston	1992
** Mr. Roy M. Huffington, Houston	1992
Mr. Charles Hurwitz, Houston	1990
Mr. Richard J. V. Johnson, Houston	1990
* Mrs. Elyse Lanier, Houston	1992
Mr. Henry J. Lartigue, Jr., Dallas	1991
Mr. Michael R. Levy, Austin	1991
Mr. Ben Love, Houston	1991
Mr. Wales H. Madden, Jr., Amarillo	1990
Mr. B. J. "Red" McCombs, San Antonio	1991
Mr. Leroy Melcher, Houston	1990
Mr. Randall Meyer, Houston	1990
* Mr. George P. Mitchell, The Woodlands	1992
* Mrs. Deborah B. Moncrief, Fort Worth	1992
Mr. W. Merriman Morton, Austin	1990
Mrs. Georgette Mosbacher, Washington, D. C.	1990
Mr. Robert Nichols, Dallas	1991
* Mr. J. David Oppenheimer, San Antonio	1992
* Mr. James H. Polk III, El Paso	1992
* Mr. Edward Randall III, Houston	1992
Mr. B. M. Rankin, Jr., Dallas	1990
Mr. Ben J. Rogers, Beaumont	1991
Mr. Isadore Roosth, Tyler	1990
* Mr. Charles M. Simmons, Fort Worth	1992
* Mr. Wade C. Smith, Dallas	1992
* Miss Josephine Sparks, Corpus Christi	1992
** Dr. Richard E. Wainerdi (Ph.D.), Houston	1992
Unfilled Term	1991
Unfilled Term	1991
Unfilled Term	1991
Unfilled Term	1991
Unfilled Term	1991
Unfilled Term	1991
Unfilled Term	1991
Unfilled Term	1991
Unfilled Term	1991
Unfilled Term	1991
Unfilled Term	1991

14. The University of Texas Health Center at Tyler

Development Board.--Authorized Membership 60:

	<u>Term Expires</u>
Mr. Jud Adams, Tyler	1990
John E. Adcock, D.D.S., Tyler	1991
Mr. James W. Arnold, Tyler	1990
** Mr. Harold Beaird, Tyler	1992
** Mr. Henry M. Bell, Jr., Tyler	1992
Mr. Henry Bell III, Tyler	1990
Mr. Frank M. Burke, Jr., Dallas	1990
Mr. Allen Burt, Tyler	1991
** Mrs. D. K. Caldwell, Tyler	1992
** Mr. Charles L. Childers, Tyler	1992
Mr. Buck Florence, Longview	1991
* Mrs. R. L. Gibson, Kilgore	1990
Mrs. D. R. Glass, Tyler	1991
* Bob Glaze, D.C., Gilmer	1992
Mr. B. G. Hartley, Tyler	1990
Mr. Bob L. Herd, Tyler	1991
* Mr. Larry Hickman, Tyler	1992
** Earl C. Kinzie, D.O., Lindale	1992

Mr. Will A. Knight, Tyler	1990
Senator Peyton McKnight, Tyler	1990
B. H. McVicker, M.D., Lufkin	1990
* Mr. Gene Meier, Tyler	1992
Mr. George Oge, Sr., Tyler	1991
** Mr. Harry Phillips, Tyler	1992
Mr. Jack L. Phillips, Gladewater	1991
Dr. Blanche Prejean (Ph.D.), Tyler	1990
** Mr. Thomas B. Ramey, Jr., Tyler	1992
Mr. Edwin Rasco, Tyler	1990
** Mr. Richard L. Ray, Tyler	1992
** Mr. A. W. Riter, Jr., Tyler	1992
Mr. Isadore Roosth, Tyler	1990
Mr. Bill Ross, Tyler	1990
* Mr. James R. Russell, Tyler	1991
** C. Fagg Sanford, M.D., Tyler	1992
Mr. Norman Shtofman, Tyler	1990
Tom Smith, M.D., Dallas	1990
** Mr. Ralph Spence, Tyler	1992
** Mrs. Rose Strong, Longview	1992
John C. Turner, M.D., Tyler	1990
James M. Vaughn, M.D., Tyler	1991
Mr. Dayton Walkup, Kilgore	1991
Mr. John Warner, Tyler	1991
Mr. Royce E. Wisenbaker, Tyler	1990
Mr. Sam Wolf, Tyler	1991
Unfilled Term	1990
Unfilled Term	1990
Unfilled Term	1990
Unfilled Term	1991
Unfilled Term	1991
Unfilled Term	1991
Unfilled Term	1991
Unfilled Term	1991
Unfilled Term	1991
Unfilled Term	1991
Unfilled Term	1991
Unfilled Term	1992
Unfilled Term	1992
Unfilled Term	1992
Unfilled Term	1992
Unfilled Term	1992

- J. CONSIDERATION OF ACTION OF ANY ITEMS DISCUSSED IN THE EXECUTIVE SESSION OF THE BOARD OF REGENTS PURSUANT TO V.T.C.S., ARTICLE 6252-17, SECTIONS 2(e), (f) AND (g)
1. Pending and/or Contemplated Litigation - Section 2(e)
  2. Land Acquisition, Purchase, Exchange, Lease or Value of Real Property and Negotiated Contracts for Prospective Gifts or Donations - Section 2(f)
    - a. U. T. System: Consideration of Negotiated Amendments to Sulphur Mining Lease on Permanent University Fund Lands Located in Pecos County, Texas
    - b. U. T. M.D. Anderson Cancer Center: Request for Authorization to Purchase 2.2517 Acres of Land, Houston, Harris County, Texas
  3. Personnel Matters [Section 2(g)] Relating to Appointment, Employment, Evaluation, Assignment, Duties, Discipline, or Dismissal of Officers or Employees
- K. REPORT OF BOARD FOR LEASE OF UNIVERSITY LANDS
- L. REPORT OF SPECIAL COMMITTEES
- M. OTHER MATTERS
- N. SCHEDULED MEETINGS

Board of Regents' Meetings

<u>Dates</u>	<u>Locations/Hosts</u>
December 7, 1989	U. T. Health Science Center - San Antonio
February 8, 1990	U. T. Pan American
April 12, 1990	U. T. Health Center - Tyler
June 14, 1990	Austin
August 9, 1990	U. T. Permian Basin
October 12, 1990 (Friday)	U. T. Southwestern Medical Center - Dallas
December 6, 1990	U. T. M.D. Anderson Cancer Center

- O. OTHER BUSINESS
- P. ADJOURNMENT



# 1990

January 1990						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

February 1990						
S	M	T	W	T	F	S
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March 1990						
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25	26	27	28	29	30	31

April 1990						
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29	30					

May 1990						
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20	21	22	23	24	25	26
27	28	29	30	31		

June 1990						
S	M	T	W	T	F	S
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July 1990						
S	M	T	W	T	F	S
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29	30	31				

August 1990						
S	M	T	W	T	F	S
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11	12	13	14	15	16	17
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25	26	27	28	29	30	31

September 1990						
S	M	T	W	T	F	S
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23	24	25	26	27	28	29
30						

October 1990						
S	M	T	W	T	F	S
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14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

November 1990						
S	M	T	W	T	F	S
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10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

December 1990						
S	M	T	W	T	F	S
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9	10	11	12	13	14	15
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23	24	25	26	27	28	29
30	31					

## Executive Committee

EXECUTIVE COMMITTEE  
Committee Chairman Beecherl

Date:       October 13, 1989

Time:       Following the reconvening of the Board of Regents  
              at 1:00 p.m. or upon recess of Executive Session

Place:      Room 1.212, Conference Center, U. T. Dallas

	<u>Page</u> <u>Ex.C</u>
1.   Permanent University Fund: Recommendation for Approval to Enter into a Surface Lease Agreement with MITRE Corporation, Bedford, Massachusetts (Exec. Com. Letter 89-27)	3
2.   U. T. System: Systemwide Automobile Liability Insurance Policy - Renewal of Policy (Exec. Com. Letter 90-1)	11
3.   U. T. System: Systemwide Executive Liability and Indemnification Policy - Renewal of Policy (Exec. Com. Letter 90-1)	12
4.   U. T. Austin - Balcones Research Center: Request for Authorization to Accept a Communications Tower from McCaw Cellular Communications of Texas, Inc., Austin, Texas, Conditioned Upon Agreement for Shared Use of Tower; Authorization to Negotiate Shared Use Agreement; and Authorization to Negotiate and Execute Ancillary Ground Lease (Exec. Com. Letter 90-1)	12
5.   U. T. El Paso - Geological Sciences Building (Former Main Library Building) - Remodeling for Department of Geological Sciences (Project No. 201-671): Recommended Award of Construction Contract to D. J. Contractors, Inc., El Paso, Texas; and Approval of Plaque Inscription (Exec. Com. Letter 89-26)	28
6.   U. T. Medical Branch - Galveston: Recommendation to Accept Gift of Real Property Located in Galveston, Galveston County, Texas (Exec. Com. Letter 90-2)	29
7.   U. T. Medical Branch - Galveston - Remodeling of John Sealy Hospital (Old Building) - Remodeling R. Waverley Smith Pavilion (Project No. 601-667): Recommended Award of Construction Contract to Miner-Dederick Constructors, Inc., Houston, Texas (Exec. Com. Letter 89-26)	30

8. U. T. Health Science Center - San Antonio - Expansion of Clinical Science Teaching Space (Project No. 402-609): Recommended Award of Contracts for Furniture and Furnishings to Architectural Interior Services, A Division of Finger Office Furniture, Houston, Texas; Milcare, Inc., San Antonio, Texas; Office Pavilion/Houston, Houston, Texas; Educational & Institutional Cooperative Service, Inc., Dallas, Texas; VWR Scientific, Inc., Irving, Texas; Business Interiors, Arlington, Texas; CDM Contract Furnishings, Inc., Austin, Texas; and Carpet Services, Inc., Austin, Texas (Exec. Com. Letter 89-26) 33
9. U. T. M.D. Anderson Cancer Center - LeRoy Melcher, Jr. Memorial Fountain (Project No. 703-700): Request for Authorization to Revise Project Cost; Reduce Appropriation; and Recommended Award of Construction Contract to D. L. Meacham Construction Company, Houston, Texas (Exec. Com. Letter 89-26) 36

1. Permanent University Fund: Recommendation for Approval to Enter into a Surface Lease Agreement with MITRE Corporation, Bedford, Massachusetts (Exec. Com. Letter 89-27).--

#### RECOMMENDATION

The Executive Committee concurs in the recommendation of the Chancellor that he be authorized to execute, after approval by the Office of General Counsel, the surface lease agreement set out on Pages Ex.C 4 - 10 by and between the Board of Regents of The University of Texas System and The MITRE Corporation, Bedford, Massachusetts, covering 10,000 acres of Permanent University Fund Lands in Loving, Ward and Winkler Counties, Texas, to be used for research involving future radar systems. The lease agreement will be for a period of ten years with an option to extend for an additional ten years.

#### BACKGROUND INFORMATION

The MITRE Corporation has offered to lease 10,000 acres in Loving, Ward and Winkler Counties, Texas, to conduct a long-term project involving research into ionospheric propagation of signals and atmospheric noise in the HF band and other related scientific purposes. MITRE Corporation will pay \$3.00 per acre per year for the use of the surface. The U. T. Board of Regents will continue to receive income from its existing grazing lease but the proposed lease will terminate all hunting privileges. The \$3.00 per acre received from MITRE will more than compensate the loss of income from the hunting rights. Oil and gas leases will be permitted on the acreage involved but other mineral leases and water contracts will not be permitted during the lease term. However, the prospects of other minerals in commercial quantities on this acreage at the present time are remote.

MITRE will seek federal research funds for this project but will invest initially several million dollars of its own funds for a start-up program.

SURFACE LEASE AGREEMENT

STATE OF TEXAS           §  
                                  §  
COUNTIES OF LOVING, §     KNOW ALL MEN BY THESE PRESENTS:  
WARD and WINKLER     §

This Lease Agreement is made and entered into on this the 1st day of September, 1989, by and between the BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM, ("Lessors"), and THE MITRE CORPORATION ("Lessee"), and the terms and conditions of this Lease Agreement are as follows:

I.

LEASED PREMISES AND TERM OF LEASE

For and in consideration of the rentals and other considerations to be paid or granted by Lessee to Lessor, Lessor does hereby lease unto Lessee, for research into ionospheric propagation of signals and atmospheric noise in the HF band and other related scientific purposes, approximately 10,000 acres of land ("Leased Premises") described in Exhibit "A," attached hereto and made a part hereof. This Lease shall be for a ten-year period commencing on the date of execution of this Lease by Lessee, and with the Lessee having the option to extend and renew said Lease for an additional ten-year term by giving Lessor ninety (90) days' written notice of such intention to extend and renew such Lease.

II.

RENTALS

Lessee agrees to pay Lessor a rental of Three Dollars (\$3.00) per acre per year. The first payment shall be due within thirty (30) days after the execution of this Lease by all parties and the succeeding payments shall be due on or before the anniversary date of this Lease Agreement.

III.

USE OF PREMISES

Lessee is hereby given the right and privilege of using and enjoying the surface of the 10,000 acres described in Exhibit "A" for its experimental research described above, including the right and privilege of erecting and maintaining thereon all necessary and

desirable appurtenances incidental to such scientific project, the right to erect, maintain and use buildings and other structures, fixtures, equipment, or other improvements necessary or convenient for such purposes, together with the right to build roads, power and telephone lines, sewage disposal systems, and the right of ingress and egress to all installations located on the leased acreage described herein.

Lessee shall have the right to drill and operate water wells thereon and to erect and maintain tanks for the proper storage of any such water so produced thereon.

Lessee shall have the right at any time during the term of this Lease to remove all improvements and equipment owned or placed by it on said premises as Lessee may elect.

Lessee shall not commit or suffer to be committed waste upon said premises, and shall keep said premises and the improvements and equipment thereon in good order and repair and in clean, safe and healthful condition, and shall comply with all State, Federal and local laws, rules and regulations with regard to the use and condition of the Leased Premises and improvements and equipment thereon.

It is AGREED and UNDERSTOOD that Lessor is not to be liable for any damages or injuries to any person or persons or property on account of the occupancy, use or improvements placed on said premises by the Lessee, its successors or assigns, but that Lessee, its successors or assigns, is to fully indemnify, protect and hold Lessor harmless against any such liability.

Lessee shall pay all charges connected with its operation of said premises, including all taxes, assessments and charges, general and specific, that may be levied or assessed against Lessee by reason of its use of said premises and improvements and equipment situated thereon.

This Lease and the rights and privileges hereby granted may be transferred or assigned by Lessee only after obtaining the written consent of Lessor to such transfer or assignment and the payment of the required fee.

It is further UNDERSTOOD and AGREED that the Lessee will comply with the Antiquities Code of Texas (Title 9, Chapter 191, Texas Resources Code). Lessee further agrees that title to archeological articles, objects or artifacts in or on the above-described lands shall remain in said Board of Regents.

Lessee agrees that it will not authorize, permit or condone any hunting, use or possession of firearms, or any hunting weapons on the leased premises by any invitee, licensee representative, agent, servant or employee of Lessee.

IV.

GRAZING RIGHTS

It is UNDERSTOOD and AGREED that this Lease is made subject to any and all grazing leases covering the 10,000 acres involved in this Lease Agreement. Lessee agrees to conduct its operations in such a manner as to not interfere with the rights previously granted to the holders of the grazing rights. Lessee further agrees, upon written request of Lessor, to install a fence around any portion of Lessee's installation that are materially affecting the grazing rights of existing Lessees.

V.

MINERAL RESERVATIONS

Lessee expressly covenants and agrees that this Lease Agreement and the possession of the Leased Premises is taken, subject to the rights of lessees, their contractors and assigns under the terms of all oil and gas leases executed and effective as of the date hereof, or which may be executed or effective at any time during the term of this Lease Agreement. Without limiting the foregoing, Lessee covenants and agrees that Lessee will provide ingress and egress over the Leased Premises for oil and gas companies, geophysical companies and others to whom Lessor, by conveyance of oil and gas leases or geophysical permits have granted, or in the future, may grant permission to cross or use the Leased Premises for the purpose of exploration for or production of oil and gas. Use of the Leased Premises by lessees under any oil and gas leases granted by Lessor may include the exploration



for and the production of such oil and gas, and all operations incident thereto, including the location of drill sites within the Leased Premises.

Lessor agrees that it will use its best efforts to see that any oil and gas operations conducted on such Leased Premises will be conducted with the least possible interference with the operations of Lessee, and Lessor will issue its oil and gas leases with appropriate language to insure the protection of Mitre Corporation's equipment and fixtures located on any lands covered by this lease agreement, as well as the cooperation of such oil and gas Lessees.

VI.

**TERMINATION**

It is UNDERSTOOD and AGREED that Lessor shall have the right to declare this Agreement forfeited, cancelled and terminated upon the breach by Lessee of any of the covenants, conditions and agreements contained herein; it being provided, however, that Lessor shall give Lessee written notice of such intention to forfeit, cancel and terminate this Agreement and the reasons therefor, and Lessee shall have thirty (30) days after receipt of such notice within which to rectify the breach or violation complained of.

It is UNDERSTOOD and AGREED that Lessee shall have the right to terminate this Lease upon giving Lessor thirty (30) days' notice.

VII.

**PARAGRAPH HEADINGS**

The paragraph headings contained in this Lease Agreement are for convenience only, and the same shall in no way enlarge or limit the scope or meaning of the provisions of this Lease Agreement.

VIII.

NOTICES

The addresses for all purposes under this Lease Agreement shall be as follows:

LESSOR: Mr. Stephen F. Hartmann  
Manager, University Lands--  
Surface Interests  
P. O. Drawer 553  
Midland, Texas 78702

COPY TO: Mr. Linward Shivers  
Senior Attorney  
The University of Texas System  
201 West 7th Street  
Austin, Texas 78701

LESSEE: Mr. Barry M. Horowitz  
Executive Vice President  
and Chief Operating Officer  
THE MITRE CORPORATION  
Burlington Road  
Bedford, Massachusetts 01730

COPY TO; Mr. Charles D. D'Entremont  
Director, Contracting Office  
THE MITRE CORPORATION  
Burlington Road  
Bedford, Massachusetts 81730

SIGNED by the respective parties on the dates shown by the Notaries' acknowledgments and effective September 1, 1989.


ATTEST:

THE BOARD OF REGENTS OF  
THE UNIVERSITY OF TEXAS SYSTEM


\_\_\_\_\_  
Arthur H. Dilly  
Executive Secretary

By: \_\_\_\_\_  
Hans Mark  
Chancellor

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Stephen F. Hartmann  
Manager, University Lands--  
Surface Interests

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Linward Shivers  
Senior Attorney

THE MITRE CORPORATION

By: \_\_\_\_\_  
Barry M. Horowitz  
Executive Vice President  
and Chief Operating Officer

STATE OF TEXAS           §  
                                  §  
COUNTY OF TRAVIS       §

This instrument was acknowledged before me on the \_\_\_\_ day of August, 1989, by Hans Mark, Chancellor, for the Board of Regents of The University of Texas System on behalf of said Board.

\_\_\_\_\_  
Notary Public in and for  
The State of Texas

\_\_\_\_\_  
Printed/stamped name of Notary

My Commission expires:

\_\_\_\_\_

COMMONWEALTH OF MASSACHUSETTS §  
                                  §  
COUNTY OF MIDDLESEX       §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 1989, by Barry M. Horowitz, Executive Vice President and Chief Operating Officer for The Mitre Corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public in and for  
The State of Massachusetts

\_\_\_\_\_  
Printed/stamped name of Notary

My Commission expires:

\_\_\_\_\_

AFTER RECORDING, RETURN TO:

Mr. Stephen F. Hartmann  
Manager, University Lands--  
Surface Interests  
P. O. Drawer 553  
Midland, Texas 78702

Mitre.Lse

**EXHIBIT "A"**

BEING 10,000 acres located in Ward, Winkler and Loving Counties, Texas, and to be mutually selected by the parties to this Lease Agreement.

2. U. T. System: Systemwide Automobile Liability Insurance Policy - Renewal of Policy (Exec. Com. Letter 90-1).--

RECOMMENDATION

The Executive Committee concurs in the recommendation of the Chancellor and the Executive Vice Chancellors that authorization be given to renew The University of Texas Systemwide Automobile Liability Insurance Policy with the Cigna Insurance Company, Philadelphia, Pennsylvania, for an additional one-year period beginning September 1, 1989 through August 31, 1990, with a renewal premium not exceeding \$190,000 and a \$2,500 deductible per loss occurrence.

This policy and the premium charged therefor is subject to the rates and premium discount prescribed by the State Board of Insurance, and the loss experience modifier as published by the State Insurance Services Office. This policy is approved each year by the State Board of Insurance and the Attorney General's Office.

BACKGROUND INFORMATION

In accordance with Chapter 101 of the Civil Practices and Remedies Code and Article 6252-19a of Vernon's Texas Civil Statutes, the U. T. System is authorized to purchase Motor Vehicle Liability Insurance for officers' and employees' use and operation of vehicles owned and operated by the U. T. System and its component institutions. Such coverage has been provided since 1970.

A review of the market indicated no significant advantage to the U. T. System in seeking alternative proposals. Rates, as set by the State Board of Insurance, have continued to rise reflecting the overall unfavorable automobile underwriting conditions in the state.

The U. T. System in cooperation with the insurer has instituted a number of procedures and/or requirements that have somewhat reduced the accident loss record. More stringent monitoring of drivers, combined with continuing safe-driving training, should lead to further improvements in our loss experience.

Premiums for this policy are prorated to the component institutions based upon their individual motor vehicle fleet inventory. The quoted premium for FY 1989-90 includes coverage for U. T. Pan American. The FY 1988-89 premium, at a base rate of \$161,315, plus deductible payments of \$62,936, totals \$224,251. The comparable nondeductible premium for FY 1988-89 was \$243,036.

3. U. T. System: Systemwide Executive Liability and Indemnification Policy - Renewal of Policy (Exec. Com. Letter 90-1).--

#### RECOMMENDATION

The Executive Committee concurs in the recommendation of the Chancellor and the Executive Vice Chancellors that the U. T. Board of Regents approve the renewal of the U. T. Systemwide Executive Liability and Indemnification Policy with the Chubb Group Insurance Companies, Warren, New Jersey, through September 1, 1990, at an annual premium of \$65,000. The previous annual premium was \$70,000.

#### BACKGROUND INFORMATION

The U. T. System has acquired this insurance coverage on a continuous basis since 1976. The current carrier, the Chubb Group, has underwritten this policy for the last seven years. Policy coverage continues at \$10,000,000 per year with deductibles of \$5,000 per insured individual, not to exceed \$25,000 per occurrence and \$100,000 for the insured organization.

A review of the insurance market indicates no significant advantage to the U. T. System to seek alternative proposals. The current policy offers the broadest coverage available in the marketplace for primary coverage. To date, no other institution of higher education in the state has been able to secure this coverage in the form obtained by the U. T. System.

The premium charged for this policy is prorated among the component institutions of the U. T. System.

4. U. T. Austin - Balcones Research Center: Request for Authorization to Accept a Communications Tower from McCaw Cellular Communications of Texas, Inc., Austin, Texas, Conditioned Upon Agreement for Shared Use of Tower; Authorization to Negotiate Shared Use Agreement; and Authorization to Negotiate and Execute Ancillary Ground Lease Agreement (Exec. Com. Letter 90-1).--

#### RECOMMENDATION

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

- a. Concur in U. T. Austin's acceptance of donation of a communications tower with an estimated value of \$250,000 by McCaw Cellular Communications of Texas, Inc., Austin, Texas, to be constructed at the Balcones Research Center conditioned upon shared use of space on the tower by the donor

- b. Authorize appropriate U. T. Austin and U. T. System Administration officials to negotiate a Shared Use Agreement in substantially the form set out on Pages Ex.C 14 - 20, subject to such additional approvals as may be required
  
- c. Authorize appropriate U. T. Austin and U. T. System Administration officials to negotiate a Ground Lease Agreement in substantially the form set out on Pages Ex.C 21 - 27 to McCaw Cellular Communications of Texas, Inc. to allow construction and use of an equipment shelter near the tower and authorize the Executive Vice Chancellor for Academic Affairs to execute the Ground Lease Agreement.

#### BACKGROUND INFORMATION

U. T. Austin operates a microwave communications link between the Main Campus and the Balcones Research Center (BRC). All data and voice communications between the computer and telephone networks on the two campuses, including the Center for High Performance Computing, are transmitted via this link. The BRC terminus is at the Chilling Station where all BRC transmission and reception facilities are located. As the tower at BRC is only eighty feet tall, there is concern that a planned commercial high-rise development between BRC and the Main Campus will interfere with the transmission path. However, relocation of the BRC antennae to an elevation in the range of 250 feet will preclude interference by any development in the foreseeable future.

McCaw Cellular Communications of Texas, Inc., doing business as Cellular One (Cellular), has offered to construct and donate a communications tower valued at approximately \$250,000 to U. T. Austin in return for permission to share space on the tower. Cellular proposes to obtain the necessary FAA and FCC permits for construction and operation of the tower, construct the tower and facility subject to appropriate approvals and assure compliance with applicable federal regulations. The tower, to be between 300 and 400 feet tall, is to be located on vacant land just west of the BRC Chilling Station.

An agreement for the shared use of the tower and a ground lease agreement for an equipment shelter to be located at the base of the tower are to be negotiated by U. T. Austin, the Office of General Counsel, the Office of Academic Affairs and the Office of Asset Management. It is proposed that the shared use agreement and the ground lease be for a term of 20 years with options to renew and provide Cellular with the right to locate certain antennae and related transmission and reception facilities on and near the tower. The proposed agreement requires Cellular to maintain and repair the tower during the term of shared use.

President Cunningham believes that it is in the best interest of U. T. Austin to accept the tower for the resulting use and benefit to U. T. Austin conditioned upon the shared use agreement and to enter into a ground lease to allow Cellular to build an equipment shelter near the proposed tower. Beyond the immediate needs of U. T. Austin, the availability of this tower should prove very beneficial in the future as new or enhanced techniques for microwave communications become available.

**SHARED USE AGREEMENT**

STATE OF TEXAS            §  
                                  §       **KNOW ALL MEN BY THESE PRESENTS:**  
COUNTY OF TRAVIS       §

WHEREAS, McCAW CELLULAR COMMUNICATIONS OF TEXAS, INC. has made a commitment to construct and donate to the BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM a communication tower to be located at the Balcones Research Center, Travis County, Texas; and

WHEREAS, the BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM has accepted the donation of this communication tower which will be used by the Balcones Research Center and The University of Texas at Austin to assist in the communication between the two campuses; and

WHEREAS, McCAW CELLULAR COMMUNICATIONS OF TEXAS, INC. has requested space for its antennae, related transmission and reception facilities on the communication tower belonging to the Board of Regents of The University of Texas System.

NOW, THEREFORE, the BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM and McCAW CELLULAR COMMUNICATIONS OF TEXAS, INC. have agreed that it would be for the mutual benefit, interest and convenience of the parties that the terms and provisions of such Shared Use Agreement shall be hereinafter set out.

**W I T N E S S E T H:**

This Agreement is made and entered into on the \_\_\_ day of September, 1989, by and between THE UNIVERSITY OF TEXAS AT AUSTIN ("University") and McCAW CELLULAR COMMUNICATIONS OF TEXAS, INC. ("Cellular").

**I. CONSIDERATION, INGRESS AND EGRESS**

The University, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, does hereby allow Cellular to use space on the Tower to be constructed by Cellular and donated to the Board of Regents of The University of Texas System for the use and benefit of The University of Texas at Austin, such Tower being located on the University's Balcones Research Center. The Tower and its location is shown on Exhibit "A," attached hereto and made a part hereof. University further grants to Cellular the



right of ingress and egress across its property so that it may have access to the Tower and its equipment placed thereon.

## II. TERM

This Agreement shall be for a twenty-year period commencing on the date of execution of this Agreement. This Agreement shall automatically be renewed for successive ten-year periods during the useful life of the Tower, unless Cellular shall notify the University of its termination. The rentals to be paid during these ten-year periods shall not exceed the rental paid for similar space in metropolitan areas in the State of Texas at the time of renewal, or University may accept maintenance or upkeep of Tower in lieu of rentals.

Cellular shall have the right to terminate this Agreement at (i) any time in the event that the Ground Lease is terminated and adequate replacement facilities, as determined solely by Cellular, are not provided by the University, and (ii) one year following written notice of termination to the University by Cellular.

## III. MAINTENANCE AND UTILITIES

Cellular agrees to pay all costs incurred in installing its equipment on said Tower and to reimburse the University for any expenses it might incur as a result of Cellular's use and location of equipment on the subject Tower. Cellular agrees to pay the cost of electricity and any other utilities used in connection with its shared use of University's Tower.

## IV. UPKEEP, MAINTENANCE AND RENT

Cellular agrees during the term of this Agreement to be responsible for the maintenance and upkeep of the Tower on which its equipment is located. University agrees that the maintenance and upkeep of the Tower will be in lieu of monthly rental payments.

## V. INTERFERENCE AND OWNERSHIP

Cellular shall have the right, at its expense, to place and maintain on the Tower its personal property, including radio transmitting and receiving antennae and electronic equipment (the "Antenna Facilities"). The Antenna Facilities shall remain the exclusive property of Cellular, and Cellular shall have the right

to remove the Antenna Facilities following any termination of this Agreement. Cellular agrees to operate its Antenna Facilities in such a manner as to not interfere with University's use of the Tower.

#### VI. THIRD PARTY USE

It is understood and agreed that University may allow the use of Tower space by a Third Party ("Third Party") upon the following conditions:

- (a) Equipment installed by Third Party will result in no interference, electronic, mechanical or otherwise, with the equipment operated by University or by Cellular.
- (b) Location of Third Party's equipment on Tower is mutually agreed upon by University, Third Party and Cellular.
- (c) The static and dynamic loads imposed on the Tower by equipment installed by Third Party will not compromise the design deflection limits or the structural integrity of the Tower. University will determine if the deflection and loading is or is not acceptable and this determination shall be final.

#### VII. TAXES

Cellular shall pay all personal and real property taxes assessed on its Antenna Facilities located on University's Tower.

#### VIII. INSURANCE AND INDEMNITY

Cellular shall, prior to commencement of operation with its shared use of University's Tower, have in effect public liability insurance with coverage of at least \$1,000,000 for personal injury and at least \$1,000,000 for property damage, and Cellular will maintain such insurance coverage at all times during the entire term of this lease. Cellular will furnish such insurance policy to University for inspection and will furnish University with a certificate of insurance showing University as additional insured. Cellular shall hold harmless and indemnify University from and against any and all damages or claims for damages that may occur by reason of its shared use of University's Tower, except loss or damage attributable to or arising from any negligent act or omission by University or any of its agents or employees.

University agrees, insofar as authorized under the laws and Constitution of the State of Texas, to hold harmless and indemnify Cellular from and against any and all damages or claims for damages

to Cellular's equipment caused by the University or any of its agents or employees.

#### **IX. ASSIGNMENT**

Cellular may assign this Agreement (i) to any entity controlling, controlled by or under common control with Cellular without the consent of the University, or (ii) to any other person or entity carrying on communications operations as contemplated hereunder upon written notice to University and the written consent of University, which consent will not be unreasonably withheld. Any assignment of the Agreement by Cellular shall be subject to the provisions of this Agreement. Additionally, Cellular may, upon notice to University, and University's written consent, mortgage or grant a security interest in this Agreement and the Antenna Facilities, and may assign this Agreement and the Antenna Facilities to any such mortgagees or holders of security interests, including their successors or assigns (hereinafter collectively referred to as "Mortgagees").

#### **X. WAIVER OF UNIVERSITY'S LIEN**

University hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Antenna Facilities, or any portion thereof, which shall be deemed personal property for the purposes of this Agreement, regardless of whether or not same is deemed real or personal property under applicable laws, and University gives Cellular the right to remove all or any portion of same from time to time in Cellular's sole discretion and without University's consent. Cellular will remove such property from the Tower so as to not damage such Tower, but in the event the Tower is damaged by the removal of Cellular's Antenna Facilities, Cellular agrees to repair such Tower or reimburse University for such damages.

#### **XI. NOTICE**

Any notices required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given (i) upon personal delivery, or (ii) five business days after the mailing thereof by United States Mail, Certified Mail, Return Receipt

Requested, postage prepaid, and addressed to the parties as follows:

UNIVERSITY: The University of Texas at Austin  
P. O. Box 8179, 102 Main Bldg.  
Austin, Texas 78712  
Attn: G. Charles Franklin  
Vice President for Business Affairs

With copy to: Office of General Counsel  
The University of Texas System  
201 West 7th Street  
Austin, Texas 78701  
Attn: Linward Shivers  
Senior Attorney

CELLULAR: McCaw Cellular Communications, Inc.  
of Texas  
First City Centre  
816 Congress Avenue, Suite 350  
Austin, Texas 78701  
Attn: Ms. Kellye M. Harrison  
System Development Coordinator

## XII. MISCELLANEOUS

University agrees to cooperate with Cellular in executing any documents necessary to protect Cellular's rights hereunder or Cellular's use of the Tower.

This Agreement shall be construed in accordance with the laws of the State of Texas.

If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement which shall continue in full force and effect.

This Shared Use Agreement, the Ground Lease Agreement, and the Gift and Construction Agreement, all of even date herewith involving the parties to this Agreement contains the entire agreement of the parties with respect to any matter mentioned herein and supersedes any prior oral or written agreements. This Shared Use Agreement may be amended in writing only, signed by the parties of interest at the time of such modification.

IN WITNESS WHEREOF, the parties have executed this lease as of the date and year first set forth above.

THE UNIVERSITY OF TEXAS AT AUSTIN

By: \_\_\_\_\_  
G. Charles Franklin  
Vice President/Business Affairs

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Jerry DeCamp  
Assistant Vice President  
for Business Affairs

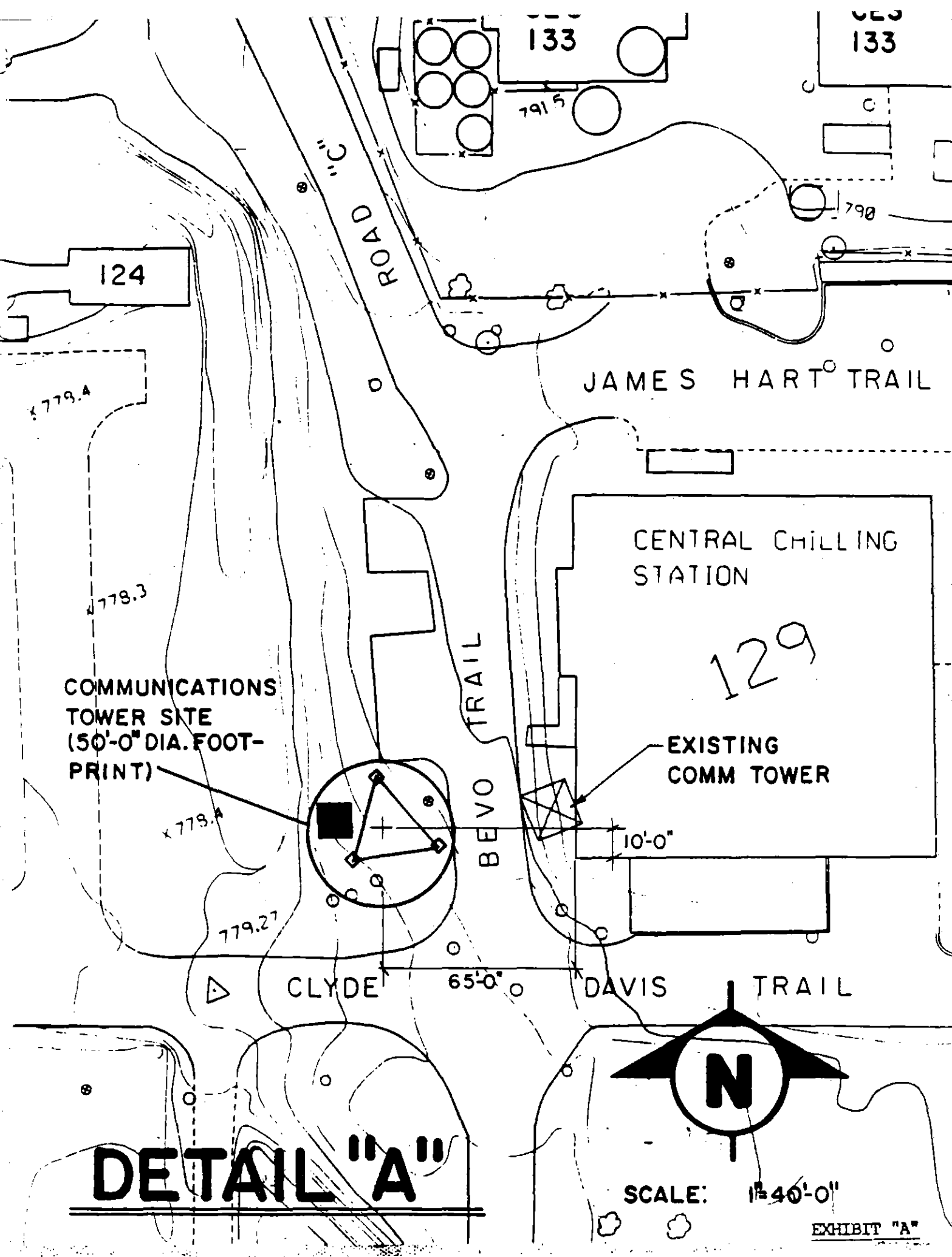
APPROVED AS TO FORM:

\_\_\_\_\_  
Linward Shivers  
Office of General Counsel

McCAW CELLULAR COMMUNICATIONS, INC.  
OF TEXAS

By: \_\_\_\_\_

John Smith  
General Manager for Texas  
and Louisiana



**GROUND LEASE AGREEMENT**

STATE OF TEXAS            §  
                                  §        KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF TRAVIS       §

**I. PARTIES**

This lease agreement is made and entered into on this the \_\_\_\_ day of September, 1989, by and between the BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM on behalf of THE UNIVERSITY OF TEXAS AT AUSTIN ("Lessor"), and MCCAWE CELLULAR COMMUNICATIONS OF TEXAS, INC. ("Lessee").

**II. PREMISES**

Lessor, in consideration of the rents, covenants and agreements contained in this lease, hereby leases to Lessee, and Lessee hereby leases from Lessor, that certain real property ("Leased Premises") in Travis County, Texas, being more particularly described as follows:

BEING \_\_\_\_ square feet located on Balcones Research Center, Austin, Travis County, Texas, being described and depicted on Exhibit "A," attached hereto and made a part hereof for all purposes.

Lessor agrees to permit Lessee to lease additional property or space adjacent to the Leased Premises, at Lessee's request, if Lessor can reasonably accommodate the request consistent with managing the future development on the Balcones Research Center in advancing its academic mission.

Lessor also grants to Lessee the right of ingress and egress over Lessor's property so that Lessee may have access to the Leased Premises and to Lessee's equipment placed thereon or attached to the Tower located on Lessor's adjacent property and said Tower being depicted on Exhibit "A".

**III. TERM AND TERMINATION**

This Agreement shall be for a twenty-year period commencing on the date of execution of this lease by Lessee. This Agreement shall automatically be renewed for successive ten-year periods during the useful life of the Tower, unless Cellular shall notify the University of its termination. This Agreement shall terminate automatically in the event the Shared Use Agreement between Lessor and Lessee date of even date herewith shall terminate.

Lessee agrees, however, that in the event the Leased Premises are required by Lessor for use in advancing its academic mission, then Lessor may terminate this lease by giving Lessee one year's (365 days) written notice. Lessor agrees that in the management of its campus to use its best effort to place future development on the Balcones Research Center in such a manner that will permit use of the Leased Premises by Lessee for as long a period as feasible during the primary term. However, in the event of termination by Lessor during the primary term, Lessor agrees to reimburse Lessee for (percentage) of any cost of the improvements made by Lessee on the lands covered by this lease. All such improvements shall be depreciated in accordance with accepted accounting practice and Lessor's portion of such cost shall not exceed \$\_\_\_\_\_. A copy of said depreciation schedule is attached hereto as Exhibit "B" and made a part hereof for all purposes. In the event of termination of this lease by Lessor, Lessor will make its best effort to find other suitable University-owned land on which to relocate Lessee's facilities.

Lessee shall also have the right to terminate the lease upon one year's (365 days) written notice to Lessor. In the event of termination by Lessee, Lessor may at its option require Lessee to remove all improvements, and in that event, Lessee agrees to level and restore the terrain to as nearly its present condition as is possible.

#### IV. USE

Lessee shall use the Leased Premises in connection with Lessee's transmission and reception of signals, and Lessee may build, erect, maintain a building and any and all equipment necessary to receive, transmit or relay radio communication signals in any and all licensing frequencies. University agrees to cooperate with Cellular in obtaining, at Lessee's expense, all necessary licenses and permits needed by Lessee for Lessee's use of the Tower. Lessee agrees, prior to construction of any facilities, that Lessee will obtain the written approval of Lessor, which will not be unreasonably withheld, for such facilities.



## V. RENT

In consideration of the foregoing, Lessee shall pay to Lessor as rent for the Premises, together with the right of ingress and egress referred to herein, \$1200 per year for the first year, and \$1200 plus CPI for the remainder of the term of this lease, including any extensions hereof.

## VI. MAINTENANCE AND UTILITIES

Lessee may install on its building such antennae, wave-guides, satellite dishes and other electronic and related equipment as are necessary for its communications operations. Title to such equipment shall remain at all times in Lessee. Lessee shall maintain the building and shall pay the cost of electricity and any other utilities used by it in connection with the Premises.

## VII. NONINTERFERENCE

Lessor shall not use, nor shall Lessor permit its lessees, licenses, invitees or agents to use any portion of the Leased Premises in any way which interferes with the operations of Lessee.

## VIII. INSURANCE AND INDEMNITY

Lessee, prior to commencement of operation of its transmission and reception of signals, shall have in effect public liability insurance with coverage of at least \$1,000,000 for personal injury and at least \$1,000,000 for property damage, and Lessee will maintain such insurance coverage at all times during the entire term of this lease. Lessee will furnish such policy insurance to Lessor for its inspection and will furnish Lessor with a certificate of insurance showing Lessor as additional insured.

Lessee shall hold harmless and indemnify Lessor from and against any and all damages or claims for damages that may occur by reason of its use of the Premises, except loss or damage attributable to or arising from any negligent act or omission by Lessor, or any of its agents or employees.

University agrees, insofar as authorized under the laws and Constitution of the State of Texas, to hold harmless and indemnify Cellular from and against any and all damages or claims for

damages to Cellular's equipment caused by the University or any of its agents or employees.

#### IX. TAXES AND ASSESSMENTS

Lessee shall pay all expenses including all taxes, assessments and charges, general and specific which may be levied or assessed against said Leased Premises by reason of its use of said Leased Premises and improvements and equipment stated thereon.

#### X. MISCELLANEOUS

(a) Amendments. This lease, the Shared Use Agreement and the Gift and Construction Agreement, all of even date herewith involving the parties to this Agreement contains the entire agreement of the parties with respect to any matter mentioned herein and supersedes any prior oral or written agreements. This lease may be amended in writing only, signed by the parties of interest at the time of such modification.

(b) Assignment. This lease is binding upon the parties hereto and may be assigned by Lessee to any parent or affiliate of Lessee, or to any other person or entity carrying on communications operations as contemplated hereunder upon written notice to Lessor and the written consent of Lessor, which consent will not be unreasonably withheld.

(c) Notice. Any notices required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given (i) upon person delivery, or (ii) five business days after the mailing thereof by First Class United States Mail, Certified Mail, Return Receipt Requested, Postage Prepaid, and addressed to the parties as follows:

LESSOR: Board of Regents of  
The University of Texas System  
P. O. Box 8179, 102 Main Bldg.  
Austin, Texas 78712  
Attn: G. Charles Franklin  
Vice President for Business Affairs

With copy to: Office of General Counsel  
The University of Texas System  
201 West 7th Street  
Austin, Texas 78701  
Attn: Linward Shivers  
Senior Attorney

**LESSEE:** McCaw Cellular Communications, Inc. of Texas  
First City Centre  
816 Congress Avenue, suite 350  
Austin, Texas 78701  
Attn: Ms. Kellye M. Harrison  
System Development Coordinator

Either party may change its address for notice hereunder by delivery of a notice as provided above.

(d) Waivers. No waiver by either party of any provision hereof shall be deemed a waiver of any other provision or of any prior or subsequent breach of such provision.

IN WITNESS WHEREOF, the parties have executed this lease as of the date and year first set forth above.

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

\_\_\_\_\_  
Arthur H. Dilly  
Executive Secretary

By: \_\_\_\_\_  
James P. Duncan  
Executive Vice Chancellor  
for Academic Affairs

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

\_\_\_\_\_  
G. Charles Franklin  
Vice President for  
Business Affairs

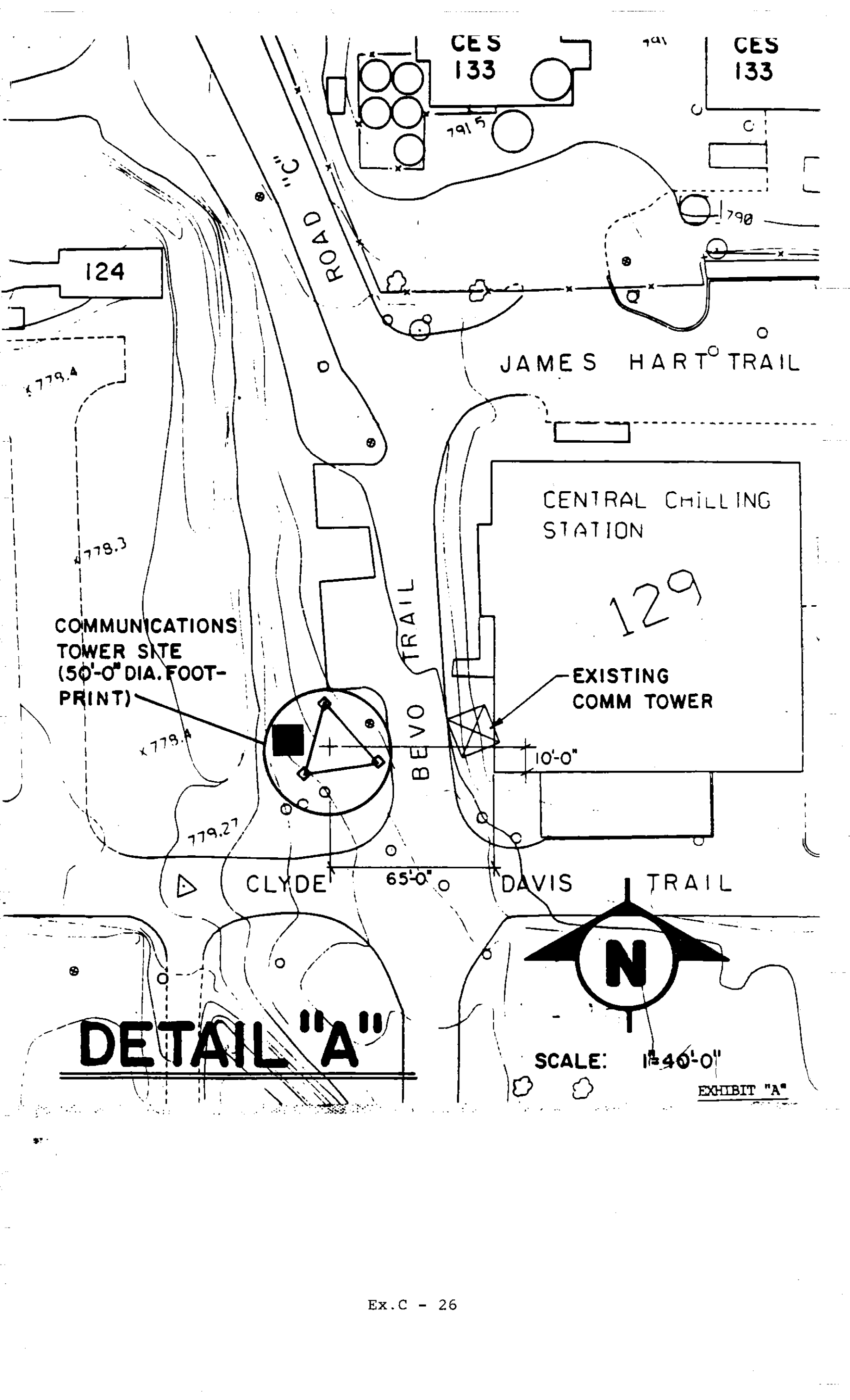
\_\_\_\_\_  
Linward Shivers  
Office of General Counsel

MCCAW CELLULAR COMMUNICATIONS, INC.

By: \_\_\_\_\_  
John Smith  
General Manager for Texas  
and Louisiana

Acknowledgments, if needed.

Cellular.lse

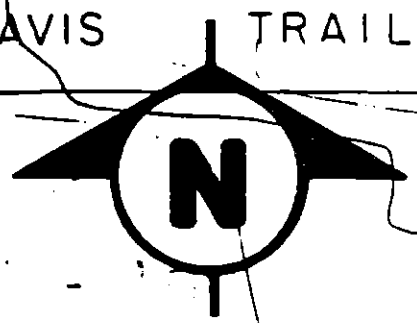


COMMUNICATIONS  
TOWER SITE  
(50'-0" DIA. FOOT-  
PRINT)

CENTRAL CHILLING  
STATION

EXISTING  
COMM TOWER

**DETAIL "A"**



SCALE: 1"=40'-0"

EXHIBIT "A"

**DEPRECIATION SCHEDULE**

(To be determined after all costs have been included).

5. U. T. El Paso - Geological Sciences Building (Former Main Library Building) - Remodeling for Department of Geological Sciences (Project No. 201-671): Recommended Award of Construction Contract to D. J. Contractors, Inc., El Paso, Texas; and Approval of Plaque Inscription (Exec. Com. Letter 89-26).--

#### RECOMMENDATION

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

- a. Award a construction contract for the remodeling of the Former Main Library Building, now known as the Geological Sciences Building, at U. T. El Paso to the lowest responsive bidder, D. J. Contractors, Inc., El Paso, Texas, for the Base Bid and Alternate Bid Nos. 1 and 2 in the amount of \$4,695,000
- b. Approve the inscription set out below for a plaque to be placed on the Geological Sciences Building. The inscription follows the standard pattern approved by the U. T. Board of Regents in June 1979.

#### GEOLOGICAL SCIENCES BUILDING REMODELING 1989

#### BOARD OF REGENTS

Louis A. Beecherl, Jr., Chairman	Hans Mark
Sam Barshop, Vice-Chairman	Chancellor, The
Bill Roden, Vice-Chairman	University of Texas System
Jack S. Blanton	Diana S. Natalicio
Robert J. Cruikshank	President, The University
Tom Loeffler	of Texas at El Paso
W. A. "Tex" Moncrief, Jr.	
Mario E. Ramirez, M.D.	Carroll DuSang and Rand
Shannon H. Ratliff	Project Architect
	D. J. Contractors, Inc.
	Contractor

#### BACKGROUND INFORMATION

In accordance with authorization of the U. T. Board of Regents in February 1989, bids for the Remodeling of the Former Main Library Building, now known as the Geological Sciences Building, at U. T. El Paso were received on July 25, 1989, as shown on Page Ex.C - 29.

<u>Bidder</u>	<u>Base Bid</u>	<u>Alt. #1 Exterior Towers</u>	<u>Alt. #2 Isotope Lab</u>	<u>Total</u>
D. J. Contractors, Inc., El Paso, TX	\$4,204,000	\$442,000	\$ 49,000	\$4,695,000
R. D. Lowman General Contractors, Inc. El Paso, TX	4,297,000	352,000	200,000	4,849,000
Vistacon Inc. El Paso, TX	4,236,000	491,000	138,000	4,865,000
F. T. James Construction, Inc. El Paso, TX	4,483,333	457,457	367,367	5,308,157

The recommended contract award to D. J. Contractors, Inc., El Paso, Texas, in the amount of \$4,695,000 can be made within the authorized total project cost of \$6,800,000. The authorized total project cost is composed of the following elements:

Construction Cost	\$4,695,000
Fees and Administrative Expenses	484,310
Furniture and Equipment	1,250,000
Future Work (Air Balancing, FCMS and Asbestos Removal)	325,000
Miscellaneous Expenses	15,000
Project Contingency	<u>30,690</u>
<b>TOTAL PROJECT COST</b>	<b>\$6,800,000</b>

6. U. T. Medical Branch - Galveston: Recommendation to Accept Gift of Real Property Located in Galveston, Galveston County, Texas (Exec. Com. Letter 90-2).--

#### RECOMMENDATION

The Executive Committee concurs in the recommendation of the Chancellor, the Executive Vice Chancellor for Health Affairs and President James that the U. T. Board of Regents accept a gift of real property located at 1306 Market Street, Galveston, Galveston County, Texas, from The Sealy & Smith Foundation for the John Sealy Hospital, Galveston, Texas, in partial fulfillment of U. T. Medical Branch - Galveston's goal to complete its campus boundary along the north side of Market Street between Eighth and Fourteenth Streets. The property may be used as a conference center and for other activities supporting the mission of U. T. Medical Branch - Galveston.

#### BACKGROUND INFORMATION

The Sealy & Smith Foundation acquired three city lots and the improvements located thereon to guarantee preservation of the Henry Rosenberg Home, the servants' quarters, and a carriage house which were built circa 1859 and designated as a Recorded Texas Historic Landmark in 1962. While this

gift will complete the acquisition of Block 553 for campus purposes, deed restrictions will require preservation and restoration for the exterior of the three buildings in a manner consistent with their historic significance. A right of reversion in the deed prohibits sale, moving or demolition of any of the structures or any alteration which will detract in any way from their historic status. U. T. Medical Branch - Galveston anticipates no difficulty in complying with the deed restrictions.

This recommendation was submitted via Executive Committee Letter in order that The Sealy & Smith Foundation, at their request, may receive a timely response.

7. U. T. Medical Branch - Galveston - Remodeling of John Sealy Hospital (Old Building) - Remodeling R. Waverley Smith Pavilion (Project No. 601-667): Recommended Award of Construction Contract to Miner-Dederick Constructors, Inc., Houston, Texas (Exec. Com. Letter 89-26).--

#### RECOMMENDATION

The Executive Committee concurs in the recommendation of the Chancellor, the Executive Vice Chancellor for Health Affairs and President James that the U. T. Board of Regents award a contract for Remodeling R. Waverley Smith Pavilion as a phase of the continuing Remodeling of John Sealy Hospital (Old Building) at the U. T. Medical Branch - Galveston to the lowest responsive bidder, Miner-Dederick Constructors, Inc., Houston, Texas, for the Base Bid and Alternate Bid Nos. 1, 2a, 2b, 3a and 3b in the amount of \$6,305,800.

#### BACKGROUND INFORMATION

In accordance with authorization of the U. T. Board of Regents in December 1987, bids for Remodeling R. Waverley Smith Pavilion as a phase of the continuing Remodeling of John Sealy Hospital (Old Building) at the U. T. Medical Branch - Galveston were received on July 26, 1989, as shown on Pages Ex.C 31 - 32.

The recommended contract award to Miner-Dederick Constructors, Inc., Houston, Texas, in the amount of \$6,305,800 can be made within the authorized total project cost of \$7,500,000. The authorized total project cost is composed of the following elements:

Construction Cost	\$6,305,800
Fees and Administrative Expenses	579,000
Furniture and Equipment	230,000
Future Work (Air Balancing, FCMS and Surveys)	131,300
Miscellaneous Expenses	39,900
Project Contingency	<u>214,000</u>
<b>TOTAL PROJECT COST</b>	<b>\$7,500,000</b>



ADDITIONS AND ALTERATIONS TO THE R. WAVERLEY SMITH PAVILION  
 THE UNIVERSITY OF TEXAS MEDICAL BRANCH AT GALVESTON  
 Bids Received July 26, 1989, at  
 U. T. Medical Branch - Galveston

<u>BIDDER</u>	<u>Miner-Dederick Constructors, Inc. Houston, TX</u>	<u>Spaw-Glass Builders Inc. Houston, TX</u>	<u>Cahaba Construction Company Houston, TX</u>
BASE BID	\$5,221,000	\$5,292,000	\$5,349,000
Add Alt. No. 1 - Third Floor Remodeling	928,000	865,000	920,000
Add Alt. No. 2a - Fire Alarm System - Multiplex with Base Bid	52,000	61,000	52,000
Add Alt. No. 2b - Fire Alarm System - Multiplex with Add Alt. No. 1	6,700	6,700	7,000
Add Alt. No. 2c - Fire Alarm System - Zoned with Base Bid	33,000	33,000	33,000
Add Alt. No. 2d - Fire Alarm System - Zoned with Add Alt. No. 1	5,900	6,000	6,000
Add Alt. No. 3a - Nurse Call System - Dual Voice with Base Bid	67,200	68,000	67,000
Add Alt. No. 3b - Nurse Call System - Dual Voice with Add Alt. No. 1	30,900	31,000	31,000
Add Alt. No. 3c - Nurse Call System - Single Voice with Base Bid	50,400	51,000	50,000
Add Alt. No. 3d - Nurse Call System - Single Voice with Add Alt. No. 1	24,000	24,000	24,000
Add Alt. No. 4 - Glass Fiber Reinforced Concrete Panels	<u>68,000</u>	<u>50,000</u>	<u>125,000</u>
TOTAL - Base Bid plus Add Alternate Bid Nos. 1, 2a, 2b, 3a and 3b	\$6,305,800	\$6,323,700	\$6,426,000

ADDITIONS AND ALTERATIONS TO THE R. WAVERLEY SMITH PAVILION  
 THE UNIVERSITY OF TEXAS MEDICAL BRANCH AT GALVESTON  
 Bids Received July 26, 1989, at  
 U. T. Medical Branch - Galveston

Robert E. McKee, Inc.  
Dallas, TX

Temple Associates, Inc.  
Diboll, TX

BIDDER

BASE BID	\$5,389,000	\$5,848,000
Add Alt. No. 1 - Third Floor Remodeling	887,500	1,025,000
Add Alt. No. 2a - Fire Alarm System - Multiplex with Base Bid	51,000	55,000
Add Alt. No. 2b - Fire Alarm System - Multiplex with Add Alt. No. 1	65,000	7,000
Add Alt. No. 2c - Fire Alarm System - Zoned with Base Bid	32,300	35,000
Add Alt. No. 2d - Fire Alarm System - Zoned with Add Alt. No. 1	5,700	6,000
Add Alt. No. 3a - Nurse Call System - Dual Voice with Base Bid	66,000	71,000
Add Alt. No. 3b - Nurse Call System - Dual Voice with Add Alt. No. 1	30,400	33,000
Add Alt. No. 3c - Nurse Call System - Single Voice with Base Bid	49,500	53,000
Add Alt. No. 3d - Nurse Call System - Single Voice with Add Alt. No. 1	23,500	26,000
Add Alt. No. 4 - Glass Fiber Reinforced Concrete Panels	<u>52,500</u>	<u>54,000</u>
TOTAL - Base Bid plus Add Alternate Bid Nos. 1, 2a, 2b, 3a and 3b	\$6,488,900	\$7,039,000

8. U. T. Health Science Center - San Antonio - Expansion of Clinical Science Teaching Space (Project No. 402-609): Recommended Award of Contracts for Furniture and Furnishings to Architectural Interior Services, A Division of Finger Office Furniture, Houston, Texas; Milcare, Inc., San Antonio, Texas; Office Pavilion/Houston, Houston, Texas; Educational & Institutional Cooperative Service, Inc., Dallas, Texas; VWR Scientific, Inc., Irving, Texas; Business Interiors, Arlington, Texas; CDM Contract Furnishings, Inc., Austin, Texas; and Carpet Services, Inc., Austin, Texas (Exec. Com. Letter 89-26).--

RECOMMENDATION

The Executive Committee concurs in the recommendation of the Chancellor, the Executive Vice Chancellor for Health Affairs and President Howe that the U. T. Board of Regents award contracts for furniture and furnishings for the Expansion of Clinical Science Teaching Space at the U. T. Health Science Center - San Antonio to the following lowest responsive bidders:

Architectural Interior Services, A Division of Finger Office Furniture Houston, Texas		
Base Proposal "A" (Office Desks and Tables)	\$60,998.49	
Base Proposal "C" (Visitor Chairs)	27,495.55	
Base Proposal "H" (Conference Chairs)	9,009.13	
Base Proposal "L" (Bookcases)	50,916.04	
Base Proposal "N" (Steel Chairs)	1,043.40	
Total Contract Award to Architectural Interior Services, A Division of Finger Office Furniture		\$149,462.61
Milcare, Inc. San Antonio, Texas		
Base Proposal "B" (Office Landscape Furniture)		99,499.52
Office Pavilion/Houston Houston, Texas		
Base Proposal "D" (Faculty Desk Chairs)	25,038.63	
Base Proposal "E" (Landscape Office Seating)	29,060.19	
Base Proposal "F" (Study and Conference Tables)	17,012.06	

Base Proposal "G" (Miscellaneous Furnishings)	\$2,580.29
Total Contract Award to Office Pavilion/Houston	\$ 73,691.17
Educational & Institutional Cooperative Service, Inc. Dallas, Texas	
Base Proposal "I" (Stack Chairs)	5,672.40
VWR Scientific, Inc. Irving, Texas	
Base Proposal "J" (Laboratory Stools)	43,148.50
Business Interiors Arlington, Texas	
Base Proposal "K" (Study Chairs)	6,557.80
CDM Contract Furnishings, Inc. Austin, Texas	
Base Proposal "M" (Steel Files)	38,748.22
Carpet Services, Inc. Austin, Texas	
Base Proposal "P" (Carpet)	<u>8,682.00</u>
GRAND TOTAL RECOMMENDED CONTRACT AWARDS	\$425,462.22

#### BACKGROUND INFORMATION

In accordance with authorization of the U. T. Board of Regents in August 1987, bids were received on July 18, 1989, as shown below, for furniture and furnishings for the Expansion of Clinical Science Teaching Space at the U. T. Health Science Center - San Antonio. The contract awards can be funded within the authorized total project cost by using project contingency funds.

#### Base Proposal "A", Office Desks and Tables

Architectural Interior Services, A Division of Finger Office Furniture	\$ 60,998.49
Rockford Business Interiors	61,228.26
Wilson Business Products	62,673.98
Office Pavilion/Houston	95,634.83
Office Pavilion Corporate Furnishings	96,034.80

#### Base Proposal "B", Office Landscape Furniture

Milcare, Inc.	\$ 99,499.52
Office Pavilion/Houston	99,929.00
Office Pavilion Corporate Furnishings	101,398.10

Base Proposal "C", Visitor Chairs

Architectural Interior Services, A Division of Finger Office Furniture	\$ 27,495.55
Austin Business Furniture	27,514.00
Office Pavilion Corporate Furnishings	28,046.76
Rockford Business Interiors	28,670.44
Business Interiors	28,788.50
Office Pavilion/Houston	30,252.84

Base Proposal "D", Faculty Desk Chairs

Office Pavilion/Houston	\$ 25,038.63
Office Pavilion Corporate Furnishings	26,114.49
Milcare, Inc.	26,194.62

Base Proposal "E", Landscape Office Seating

Office Pavilion/Houston	\$ 29,060.19
Office Pavilion Corporate Furnishings	30,473.75
Milcare, Inc.	30,983.05

Base Proposal "F", Study and Conference Tables

Office Pavilion/Houston	\$ 17,012.06
Office Pavilion Corporate Furnishings	17,513.65
Milcare, Inc.	19,398.08

Base Proposal "G", Miscellaneous Furnishings

Office Pavilion/Houston	\$ 2,580.29
Architectural Interior Services, A Division of Finger Office Furniture	2,623.48
Wilson Business Products	2,650.59
Educational & Institutional Cooperative Service, Inc.	2,680.85
Rockford Business Interiors	2,748.58
Business Interiors	2,772.35
Office Pavilion Corporate Furnishings	2,851.05
Commercial Services, Inc.	2,977.06
CDM Contract Furnishings, Inc.	3,122.73

Base Proposal "H", Conference Chairs

Architectural Interior Services, A Division of Finger Office Furniture	\$ 9,009.13
Barker Office Furniture, Inc.	9,664.26
Austin Business Furniture	10,076.00
Rockford Business Interiors	10,521.42
Business Interiors	10,613.95

Base Proposal "I", Stack Chairs

Educational & Institutional Cooperative Service, Inc.	\$ 5,672.40
Architectural Interior Services, A Division of Finger Office Furniture	5,789.60
Rockford Business Interiors	6,024.00
Business Interiors	6,242.00

Base Proposal "J", Laboratory Stools

VWR Scientific, Inc.	\$ 43,148.50
CDM Contract Furnishings, Inc.	47,984.30
Architectural Interior Services, A Division of Finger Office Furniture	48,062.55
Disco Print Supply Company	52,365.50
W. W. Cannon Company	56,094.00

Base Proposal "K", Study Chairs

Business Interiors	\$ 6,557.80
Architectural Interior Services, A Division of Finger Office Furniture	7,196.98
Austin Business Furniture	7,411.00
Office Pavilion/Houston	7,494.80
Rockford Business Interiors	7,552.68
Office Pavilion Corporate Furnishings	7,725.39

Base Proposal "L", Bookcases

Architectural Interior Services, A Division of Finger Office Furniture	\$ 50,916.04
Disco Print Supply Company	53,784.40
CDM Contract Furnishings, Inc.	53,896.76
Business Interiors	54,240.20

Base Proposal "M", Steel Files

CDM Contract Furnishings, Inc.	\$ 38,748.22
Educational & Institutional Cooperative Service, Inc.	49,712.87

Base Proposal "N", Steel Chairs

Architectural Interior Services, A Division of Finger Office Furniture	\$ 1,043.40
Austin Business Furniture	1,140.00
Disco Print Supply Company	1,303.00

Base Proposal "P", Carpet

Carpet Services, Inc.	\$ 8,682.00
San Antonio Floor Finishers, Inc.	8,828.00
SPG Moquette, Inc.	9,201.00
Western Floors of Austin, Inc.	11,519.10

9. U. T. M.D. Anderson Cancer Center - LeRoy Melcher, Jr. Memorial Fountain (Project No. 703-700): Request for Authorization to Revise Project Cost; Reduce Appropriation; and Recommended Award of Construction Contract to D. L. Meacham Construction Company, Houston, Texas (Exec. Com. Letter 89-26).--

RECOMMENDATION

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

- a. Authorize a reduction of the estimated total project cost from \$876,000 to \$750,000 for the construction of the LeRoy Melcher, Jr. Memorial Fountain at the U. T. M.D. Anderson Cancer Center
- b. Approve a reduction in the appropriation from private gift funds from \$876,000 to \$750,000 for total project funding

- c. Award a construction contract to the lowest responsive bidder, D. L. Meacham Construction Company, Houston, Texas, for the Base Bid and Alternate Bid Nos. 1, 4, 5, 6 and 7 in the amount of \$678,415.

BACKGROUND INFORMATION

In accordance with authorization of the U. T. Board of Regents in February 1989, bids for the LeRoy Melcher, Jr. Memorial Fountain at the U. T. M.D. Anderson Cancer Center were received on July 18, 1989, as shown on Pages Ex.C 38 - 39.

The recommended contract award to D. L. Meacham Construction Company, Houston, Texas, in the amount of \$678,415 can be made within a reduced total project cost of \$750,000. Consequently, the authorized total project cost and the appropriations from private gift funds in the amount of \$876,000 can be reduced by \$126,000. This \$126,000 will be placed in an endowment to support the maintenance and operation of the Fountain.

The revised total project cost is composed of the following elements:

Construction Cost	\$678,415
Fees and Administrative Expenses	40,705
Miscellaneous Expenses	<u>30,880</u>
 TOTAL PROJECT COST	 \$750,000

This project was approved by the Texas Higher Education Coordinating Board in April 1989.

THE LeROY MELCHER, JR. MEMORIAL FOUNTAIN  
 THE UNIVERSITY OF TEXAS M.D. ANDERSON CANCER CENTER  
 Bids Received July 18, 1989, at the  
 U. T. M.D. Anderson Cancer Center

<u>BIDDER</u>	<u>D. L. Meacham Construction Company Houston, TX</u>	<u>Matwel, Inc. Houston, TX</u>	<u>Dreyfus Construction Co. Houston, TX</u>
BASE BID	\$649,275.00	\$659,430.00	\$670,000.00
Alt. No. 1 - Drinking Fountain	5,400.00	7,700.00	7,000.00
Alt. No. 2 - Pype Lite	4,700.00	8,000.00	4,500.00
Alt. No. 3 - Underwater Lights	10,500.00	12,775.00	9,000.00
Alt. No. 4 - Landscape Lighting	5,400.00	12,500.00	5,000.00
Alt. No. 5 - Larger Trees	7,800.00	6,150.00	6,500.00
Alt. No. 6 - Sequencing Fountain	8,700.00	6,800.00	12,000.00
Alt. No. 7 - Landscape Management Plan	<u>1,840.00</u>	<u>1,750.00</u>	<u>2,000.00</u>
TOTAL - Base Bid Plus Alternate Bid Nos. 1, 4, 5, 6 and 7	\$678,415.00	\$694,330.00	\$702,500.00



THE LeROY MELCHER, JR. MEMORIAL FOUNTAIN  
 THE UNIVERSITY OF TEXAS M.D. ANDERSON CANCER CENTER  
 Bids Received July 18, 1989, at the  
 U. T. M.D. Anderson Cancer Center

<u>BIDDER</u>	<u>Pyramid Constructors, Inc. Houston, TX</u>	<u>AYG Construction, Inc. Houston, TX</u>	<u>Jerdon Construction Company, Inc. Stafford, TX</u>
BASE BID	\$718,000.00	\$735,522.00	\$772,000.00
Alt. No. 1 - Drinking Fountain	8,500.00	11,811.00	7,200.00
Alt. No. 2 - Pype Lite	5,400.00	6,915.70	6,800.00
Alt. No. 3 - Underwater Lights	14,500.00	13,656.50	13,300.00
Alt. No. 4 - Landscape Lighting	11,300.00	10,558.90	10,300.00
Alt. No. 5 - Larger Trees	3,200.00	3,080.00	3,000.00
Alt. No. 6 - Sequencing Fountain	16,000.00	13,640.00	12,000.00
Alt. No. 7 - Landscape Management Plan	<u>No Change</u>	<u>200.00</u>	<u>No Change</u>
TOTAL - Base Bid Plus Alternate Bid Nos. 1, 4, 5, 6 and 7	\$757,000.00	\$774,811.90	\$804,500.00

## Personnel and Audit Committee

PERSONNEL AND AUDIT COMMITTEE  
Committee Chairman Roden

Date: October 13, 1989  
Time: Following the meeting of the Executive Committee  
Place: Room 1.212, Conference Center, U. T. Dallas

	<u>Page</u> <u>P&amp;A</u>
1. U. T. Board of Regents: Proposed Amendments to the Regents' <u>Rules and Regulations</u> , Part One, Chapter III, Section 6, Subsection 6.3 (Tenure, Promotion, and Termination of Employment) and Section 31 (Retirement and Modified Service)	2
2. U. T. Board of Regents: Proposed Amendments to the Regents' <u>Rules and Regulations</u> , Part Two, Chapter III, Section 10 (Absence from Usual and Regular Duties, Authorization for Absence, Including Travel, and Travel Expense Reimbursement)	4
3. U. T. System: Recommendation to Amend Uniform Policies and Procedures for Discipline and Dismissal and Grievances of Employees and Republication as Separate Uniform Policies	6
4. U. T. System: Report by Vice Chancellor for Business Affairs Burck on the Disposition of Recommendations Contained in the State Auditor's Report for the Fiscal Year Ending August 31, 1988	19

1. U. T. Board of Regents: Proposed Amendments to the Regents' Rules and Regulations, Part One, Chapter III, Section 6, Subsection 6.3 (Tenure, Promotion, and Termination of Employment) and Section 31 (Retirement and Modified Service).--

#### RECOMMENDATION

The Chancellor with the concurrence of the Executive Vice Chancellor for Academic Affairs and the Executive Vice Chancellor for Health Affairs recommends that the Regents' Rules and Regulations, Part One, Chapter III, Section 6, Subsection 6.3 (Tenure, Promotion, and Termination of Employment) and Section 31 (Retirement and Modified Service) be amended as set out below in congressional style:

- a. Sec. 6. Tenure, Promotion, and Termination of Employment.

6.3 Termination by an institution of the employment of a faculty member who has been granted tenure and of all other faculty members before the expiration of the stated period of [~~their~~] appointment, except as is otherwise provided in Subsection 6.26[7] or by resignation or retirement [~~for age in accordance with these rules~~], will be only for good cause shown. In each case the issue will be determined by an equitable procedure, affording protection to the rights of the individual and to the interests of the System.

- b. Sec. 31. Retirement and Modified Service.

31.1 No person [~~tenured-faculty-member-or-law-enforcement-officer~~] employed by the U. T. [~~of The University of Texas~~] System or any component institution [~~or agency thereof~~] shall be required to retire because of age except as permitted by law. A law enforcement officer shall not be employed [~~continued-in-a-full-time-service capacity-or-at-a-full-time-compensation rate~~] beyond the end of the fiscal year that includes the officer's [~~his-or-her~~] seventieth birthday. A pilot shall not be employed beyond the end of the fiscal year that includes the pilot's sixty-fifth birthday.

31.2 The Board of Regents, upon the recommendation of the appropriate Executive Vice Chancellor, Chancellor and, when appropriate, the chief administrative officer of the affected component institution, may appoint a person who has retired [~~pursuant to Subsection 31-1~~] to modified service [~~after the end of the fiscal year that includes the person's seventieth birthday~~]. Retirement is defined as withdrawal from employment with The University of Texas System or a component institution with a retirement benefit.

- 31.3 Recommendation for, and appointment to, modified service shall be made only if ~~[after a review of the individual's past and current performance and a finding that the individual is not only competent to continue his or her duties, but that]~~ the ~~[continued]~~ service of the individual will result in a significant benefit to the System or a particular component institution.
- 31.4 Appointment to modified service shall be without tenure, for not more than one academic year and shall not exceed one-half time ~~[may be renewed for successive terms of one academic year after an annual review, recommendation, and finding as set forth in Subsection 31.3]~~. The notice provisions of Section 6.7[8] of this Chapter shall not apply to nonrenewal of such appointments. If the System or a component institution determines that it is to the benefit of the System or the institution, it may offer reappointment to modified service.
- 31.5 The duties, work load, salary rate or compensation of an individual on modified service shall be ~~[no more than one-half of his or her work load immediately preceding appointment to modified service. -- Salary rate shall be in the same proportion of his or her salary rate for the fiscal year immediately preceding appointment to modified service as his or her work load is to a full-time work load and shall be subject to adjustment]~~ in accordance with policies and procedures of The University of Texas System or the component institution ~~[applicable to other employees]~~.
- 31.6 Upon recommendation of the appropriate Executive Vice Chancellor, the Chancellor and, when appropriate, the chief administrative officer of the affected component institution, the Board of Regents may, by unanimous vote of the members present, make exceptions to this Section in special cases when the Board finds that the services of a particular individual will be of unique benefit to the System or a component institution.

#### BACKGROUND INFORMATION

The federal Age Discrimination in Employment Act, Title 29 United States Code Annotated Section 621 et seq., prohibits mandatory retirement policies solely on the basis of age for persons other than tenured faculty at institutions of higher education and law enforcement officers. The specific exception for tenured faculty and law enforcement officers expires December 31, 1993, unless further extended by Congress. Recent state legislation (House Bill 684 passed by the 71st Legislature, Regular Session, 1989) added a new Section 51.917 to the Texas Education Code which prohibits institutions of higher education from imposing a mandatory retirement age for tenured faculty. House Bill 684 passed the House by a vote of 141 to 0 and passed the Senate 31 to 0 and, therefore, became effective immediately upon being signed by the Governor on June 16, 1989.

Current case law interpreting the Age Discrimination in Employment Act permits retirement based upon age when a bona fide occupational qualification can be demonstrated. Policies requiring mandatory retirement based upon age have been sustained for individuals employed as pilots, police officers, flight engineers and bus drivers.

The proposed amendments delete the mandatory retirement age for tenured faculty and continue to permit the component institutions to appoint certain persons who choose to retire to modified service.

2. U. T. Board of Regents: Proposed Amendments to the Regents' Rules and Regulations, Part Two, Chapter III, Section 10 (Absence from Usual and Regular Duties, Authorization for Absence, Including Travel, and Travel Expense Reimbursement).--

#### RECOMMENDATION

The Chancellor with the concurrence of the Executive Vice Chancellor for Academic Affairs and the Executive Vice Chancellor for Health Affairs recommends that the Regents' Rules and Regulations, Part Two, Chapter III, Section 10 (Absence from Usual and Regular Duties, Authorization for Absence, Including Travel, and Travel Expense Reimbursement) be amended as follows:

- a. Delete present Section 10 in its entirety.
- b. Add a new Section 10 to read as set out below:

Sec. 10. Travel Authorization, Reimbursement, and Institutional Regulations.

10.1 Authorization for Travel.--Authorization for travel from the city or town where the officer or employee is regularly stationed will be granted by the Board or as hereinafter delegated by the Board, only in advance, as follows:

- 10.11 Requests for authorization to travel for a period not in excess of twenty-nine days shall be transmitted through proper administrative channels to the chief administrative officer or designee for approval.
- 10.12 Requests for authorization to travel for a period in excess of twenty-nine days (excluding holidays approved by the Board) shall be transmitted through proper administrative channels to the chief administrative officer or designee for approval. A copy of approved travel requests shall be forwarded to the appropriate Executive Vice Chancellor for review and ratification.

- 10.13 All travel (with the exception of travel to, in, and from the several States, United States possessions, Mexico and Canada) that will use funds appropriated by the Legislature for reimbursement must have the advance written approval of the Governor.
- 10.14 Requests for authorization to travel by administrative officers and staff of System Administration shall be approved by the Chancellor, appropriate Executive Vice Chancellor, or appropriate Vice Chancellor or designee.
- 10.2 Travel Expense Reimbursements.
- 10.21 Travel expenses shall be reimbursed only from funds appropriated or authorized for travel and pursuant to state law and regulations and approved institutional or System travel policies and procedures. The Chancellor, the Executive Vice Chancellors, the Vice Chancellors and the chief administrative officers shall plan the travel of all employees under their authority to achieve maximum economy and efficiency and are responsible for ensuring that the expenses of transportation, meals, lodging, and incidental items are the lowest possible considering all relevant circumstances.
- 10.22 Allowances for meals and lodging (including per diem), transportation and related expenses shall be guided by the following as appropriate: provisions of the current Appropriations Act; the Travel Regulations Act of 1959 (Article 6823a, VTCS), as amended; business procedure memoranda issued by the Vice Chancellor for Business Affairs; approved institutional or System travel regulations; terms of grants and contracts which provide reimbursement; and restrictions placed on expenditures from the institutional source reimbursing the travel.
- 10.3 Institutional and System Administration Travel Regulations.--Component institutions and System Administration shall issue travel regulations covering authorization for travel and reimbursement for approved travel to implement applicable provisions of state law and regulations and the provisions of this Section for the guidance of all personnel concerned. Following administrative approval by the appropriate Executive Vice Chancellor, each institutional policy will be included in the institutional Handbook of Operating Procedures.

- c. Authorize the Executive Secretary to the Board, in consultation with the Office of General Counsel, to make such editorial changes in the remainder of Chapter III of the Regents' Rules and Regulations as may be necessary in order to conform to the foregoing amendments.

#### BACKGROUND INFORMATION

The proposed amendments to the Regents' Rules and Regulations streamline the approval procedures for official travel by removing outdated and/or unnecessary references to state law. Instead, the new provisions will give guidance for the promulgation of required institutional and System Administration travel policies and procedures. The new provisions have been reviewed by the Office of General Counsel and the Office of Business Affairs and comply with state law related to approval procedures and permit efficient processing of necessary official travel. These amendments will allow institutional implementation of appropriate administrative procedures and practices to improve and enhance the effective management of official travel required to discharge institutional teaching, research and service mission responsibilities while maintaining necessary and prudent institutional controls on official travel.

As required by Article V, Section 16 of the current General Appropriations Act, a copy of these procedures will be filed with the Comptroller of Public Accounts.

3. U. T. System: Recommendation to Amend Uniform Policies and Procedures for Discipline and Dismissal and Grievances of Employees and Republication as Separate Uniform Policies.--

#### RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs, the Executive Vice Chancellor for Health Affairs and the chief administrative officers of the component institutions that the approved uniform "Policies and Procedures for Discipline and Dismissal and Grievances of Employees" for the U. T. System be amended and republished as two separate policies as set forth in congressional style on Pages P&A 8 - 18.

It is further recommended that the Policy and Procedures for Grievances be the approved policy for processing campus grievances in the absence of existent or subsequently developed policies in compliance with the basic parameters of this grievance policy and procedures and subject to prior administrative review and approval in accordance with normal guidelines for approval of inclusions to an institutional Handbook of Operating Procedures.



## BACKGROUND INFORMATION

The U. T. Board of Regents adopted the uniform Policies and Procedures for Discipline and Dismissal and Grievances of Employees at the April 1989 meeting to comply with current court decisions and to bring uniformity to the procedures at U. T. System component institutions. That document addressed two separate policies: (1) a discipline and appeals procedure not applicable to faculty or campus police and (2) a grievance procedure. While the grievance policy was drafted with the intention that an approved grievance policy cover faculty, the uniform policy was not intended to supplant established faculty committees or policies.

As the literal wording of the grievance policy may be confusing, the amendment and republication of the policies as two separate policies are proposed for clarification. These proposed changes to those Policies and Procedures have been developed with input from the U. T. System component institutions and also include minor editorial revisions.

POLICIES AND PROCEDURES  
FOR DISCIPLINE AND DISMISSAL [AND  
GRIEVANCES] OF EMPLOYEES

I. PURPOSE

It is the policy of The University of Texas [Name of Institution] to encourage fair, efficient and equitable solutions for problems arising out of the employment relationship and to meet the requirements of state and federal law.

II. SCOPE OF POLICY

[A--Discipline-and-Dismissal-Policy-and-Procedures]

These policies and procedures are applicable to conduct or job performance of an employee that results in a decision to impose a disciplinary penalty of demotion, suspension without pay or dismissal. It does not apply to:

1. Institutional police, faculty or teaching staff who are subject to other approved discipline or dismissal procedures;
2. Suspension with pay pending investigation of allegations relating to an employee;
3. Decisions not to offer reappointment to persons whose appointment for a stated period of one year or less expires at the end of such period without the necessity of notice of nonrenewal as provided in the Rules and Regulations of the Board of Regents or the rules and regulations of the institution; or
4. Dismissal of employees
  - (a) who are appointed to positions without fixed term and under applicable rule or regulation serve at the pleasure of a specific administrative officer,
  - (b) who occupy positions that are dependent upon funding from a specific source and such funding is not received,
  - (c) as a result of a reorganization,
  - (d) because of financial exigency, or
  - (e) during the 180-day probationary period.

[B--Grievance-Policy-and-Procedures]

[These-policies-and-procedures-are-available-to-all employees-to-present-complaints-related-to-wages, hours-of-work, working-conditions, merit-raises, job assignments, performance-evaluations, reprimands, or the-interpretation-or-application-of-a-rule, regulation-or-policy.]

III. DISCIPLINE AND DISMISSAL POLICY AND PROCEDURES

A. Requisite Standards of Conduct

Each employee is expected to acquaint themselves with performance criteria for their particular job and with all rules, procedures, and standards of

conduct established by the Board of Regents of The University of Texas System, the institution and the employee's department or unit. An employee who does not fulfill the responsibilities set out by such performance criteria, rules, procedures and standards of conduct may be subject to adverse personnel action.

B. Conduct Which is Subject to Disciplinary Action

1. Work Performance

- (a) Failure of an employee to maintain satisfactory work performance standards can constitute good cause for disciplinary action including dismissal. The term "work performance" includes all aspects of an employee's work.
- (b) Work performance is to be judged by the supervisor's evaluation of the quality and quantity of work performed by each employee. When, in the opinion of the supervisor, the work performance of an employee is below standard, the supervisor should take appropriate disciplinary action.

2. Misconduct

- (a) All employees are expected to maintain standards of conduct suitable and acceptable to the work environment. Disciplinary action, including dismissal, may be imposed for unacceptable conduct.
- (b) Examples of unacceptable conduct include, but are not limited to:
  - (1) falsification of time sheets, personnel records or other institutional records;
  - (2) neglect of duties [~~r-leafing~~] or wasting time during working hours;
  - (3) smoking anywhere except in designated smoking areas;
  - (4) gambling, participating in lotteries or any other games of chance on the premises at any time;
  - (5) soliciting, collecting money or circulating petitions on the premises other than within the rules and regulations of the institution;
  - (6) bringing intoxicants or drugs onto the premises of the institution, using intoxicants or drugs, having intoxicants or drugs in one's possession, or being under the influence of intoxicants or drugs on the premises at any time;
  - (7) abuse or waste of tools, equipment, fixtures, property, supplies or goods of the institution;

- (8) creating or contribution to unhealthy or unsanitary conditions;
- (9) violations of safety rules or accepted safety practices;
- (10) failure to cooperate with supervisor or co-worker, impairment of function of work unit, or disruptive conduct;
- (11) disorderly conduct, [~~harassment~~] harassment of other employees (including sexual harassment) or use of abusive language on the premises;
- (12) fighting, encouraging a fight or threatening, attempting or causing injury to another person on the premises;
- (13) neglect of duty or failure to meet a reasonable and objective measure of efficiency and productivity;
- (14) theft, dishonesty or unauthorized use of institutional property including records and confidential information;
- (15) creating a condition hazardous to another person on the premises;
- (16) destroying or defacing institutional property or records or the property of a student or employee;
- (17) refusal of an employee to follow instructions or to perform designated work that may be required of an employee or refusal to adhere to established rules and regulations;
- (18) repeated tardiness or absence, absence without proper notification to the supervisor or without satisfactory reason or unavailability for work; and
- (19) violation of policies or rules of the institution or The University of Texas System.

C. Investigations

1. All incidents that involve the potential for disciplinary action shall be investigated by the employee's supervisor or other designated administrative official.
2. If the investigation results in evidence that establishes with reasonable certainty that the employee engaged in conduct which warrants disciplinary action, the supervisor shall follow the predisciplinary hearing procedures before seeking approval for the proposed disciplinary action.

D. Predisciplinary Hearings

1. Policy

An employee shall be informed of the basis for any proposed disciplinary action resulting in demotion, suspension without pay or dismissal and have an opportunity to respond before a final decision is made to take disciplinary action. The hearing serves as an opportunity to avoid mistaken decisions to impose discipline and is not intended to definitively resolve the propriety of the disciplinary action being considered.

2. Procedures

There is no prescribed form for this hearing. It should be informal. However, before reaching a final decision to impose discipline, the supervisor shall:

- (a) inform the employee, either in person or in writing, of the reasons for the proposed disciplinary action, the facts upon which the supervisor relies, the names of any persons who have made statements about the disciplinary incident and the content of such statements;
- (b) give the employee access to any documentary material which the supervisor has relied upon; and
- (c) give the employee an opportunity to respond to the charges either orally or in writing within a reasonable time and to persuade the supervisor that the evidence supporting the charges is not true.

If the supervisor is not persuaded that the evidence is untrue, the supervisor will review the evidence and proposed disciplinary action with the Director of Personnel of his or her delegate and will obtain the approval of the appropriate department head or administrative equivalent before proceeding to impose the disciplinary penalty.

E. Imposing the Disciplinary Penalty

1. Notice

Upon completing the predisciplinary hearing procedures and obtaining the approval of the appropriate department head or administrative equivalent, the supervisor shall inform the employee in writing of the following:

- (a) whether the disciplinary penalty is demotion, suspension without pay or dismissal;
- (b) the effective date of demotion or dismissal;
- (c) a specific period for a suspension without pay, not to exceed five (5) working days;

- (d) the specific incident, conduct, course of conduct, unsatisfactory work performance or other basis for the disciplinary penalty;
- (e) any previous efforts to make the employee aware of the need to change or improve work performance or conduct; and
- (f) reference to any relevant rule, regulation or policy.

The supervisor shall also inform the employee of the right to appeal the disciplinary action and provide them a copy of the appeal procedure.

## 2. Effect Upon Employee Benefits

- (a) An employee who is demoted or suspended without pay continues to accrue vacation and sick leave, to be covered by group insurance, and to be entitled to other employee benefit programs.
- (b) If a demotion or suspension without pay is appealed and it is determined that there was not good cause for the demotion or suspension, the employee shall be entitled to payment for wages lost as a result of the demotion or suspension.
- (c) If it is determined upon appeal that a dismissal was not for good cause, the employee shall be reinstated to the same or similar position and shall be entitled to payment of back wages less any unemployment benefits received by the employee after the date of dismissal. Employee benefits such as vacation and sick leave shall be credited back to the date of dismissal.

## IV. PROCEDURE FOR APPEALING DISCIPLINARY ACTIONS

Disciplinary actions resulting in dismissal, suspension without pay, or demotion may be appealed by the affected employee pursuant to the process set out below. The time limits set forth in the appeal procedure must be adhered to by both the employee and the appropriate supervisory and administrative personnel unless extended for good cause by the Director of Personnel. The failure of the employee to process the appeal in a timely manner to the next level shall constitute a withdrawal of the appeal. The failure of supervisory or administrative personnel to timely respond to an appeal shall constitute authorization for the employee to process the appeal to the next step.

### A. Step One

The employee may present a written appeal to the [title of administrative official] within five (5) working days from the date of the disciplinary action. The appeal shall contain a clear and concise statement of why the disciplinary action is inappropriate. Within ten (10) working days of the date of the appeal, a written decision shall be mailed to the employee.

B. Step Two\*

The decision of the step one official may be appealed to the [title of administrative official] within five (5) working days of the date of the step one decision. The appeal must be in writing and shall state why the decision of the step one official is incorrect. A written decision on the appeal shall be mailed to the employee within ten (10) working days of the date of the appeal.

C. Step Three [Step Two]

If the employee is not satisfied with the step two [step one] decision, the employee may present a written request for a hearing before the vice president or administrative equivalent for the employee's department. The request for a hearing must state with particularity why the disciplinary action was inappropriate and/or why the decision of the step two [step one] official should be changed. The request must be made within five (5) working days following the date of the appealed decision. The vice president or administrative equivalent shall, in his or her discretion, either hear the appeal in person or appoint a delegate(s) to hear the appeal. The hearing shall be conducted pursuant to the procedure set out in Paragraph F below.

D. Step Four [Step Three]

If the employee is not satisfied with the step three [step two] decision, a written appeal may be made to the chief administrative officer of the institution within five (5) working days of the date of the step three [step two] decision and must state why such decision is incorrect. The review by the chief administrative officer shall be based solely upon the step three [step two] record and shall not include any new issue or evidence. Within a reasonable period of time, not to exceed thirty (30) days following the date of the appeal, a written decision shall be mailed to the employee. The decision of the chief administrative officer is final.

E. Records of Disciplinary Actions

Copies of all documents pertaining to disciplinary actions shall be filed in the employee's personnel file.

F. Step Three [Step Two] Hearing Procedure

1. Pre-Hearing Rules and Procedures

(a) Naming the Delegate(s)

If the vice president or administrative equivalent elects to appoint a delegate(s) to hear the appeal, the name or names will be furnished to the employee as soon as practical after the selection is made. If more than one person is appointed, one of such persons shall be designated to serve as chair in the notice to the employee.

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\* Institutions may exclude Step Two and provide an appeal process of only three steps.

(b) Challenges to Impartiality

An employee may challenge the fairness and impartiality of the vice president or administrative equivalent or an appointed delegate(s). The challenge must be in writing and must clearly state the factual basis for the challenge. A challenge of the vice president or administrative equivalent must be made within five (5) days of the date of the request for a hearing and a challenge of a delegate(s) must be made within five (5) days after the date of the notice appointing the delegate(s). It shall be up to the person challenged to determine whether he or she can serve with fairness and impartiality. If the challenged vice president or administrative equivalent determines that he or she cannot be fair and impartial in the consideration of the appeal, he or she shall appoint a delegate(s) to hear the appeal. If a challenged delegate(s) determines that he or she cannot be fair and impartial in the consideration of the appeal, the vice president or administrative equivalent shall appoint another delegate(s).

(c) Time Limits

The hearing shall be conducted as soon as practical, but not later than twenty (20) working days following the date of the appeal or the appointment of delegate(s).

(d) Discovery Rights and Document Exchange

- (1) The employee may request institutional documents, records, or exhibits. Such request must accompany the step three [step two] written appeal. The requested records will be furnished if, in the opinion of the vice president or administrative equivalent or the designated chair, as the case may be, they are relevant to the appeal and are not made confidential by law.
- (2) At least five (5) days prior to the time set for the hearing, the institutional representative for the appeal and the employee shall furnish each other with the names of the witnesses to be called, a summary of their expected testimony, and a copy of each document, record or exhibit to be introduced at the hearing.

2. Hearing Rules and Procedures

(a) Role of Hearing Chair

- (1) The vice president or administrative equivalent or the delegate designated as chair shall preside at the hearing and ensure the order of presentation as well as decide on questions of relevancy. The chair shall also have



the discretion to determine the form and scope of cross-examination allowed during the hearing.

- (2) Upon request, the chair may consult with and be advised by counsel during the hearing.

(b) Right to Representation

The employee has the right to be represented at the hearing by an attorney or other individual representative. If the employee is represented by an attorney or an individual from an employee organization that does not claim the right to strike, the institution may be represented by an attorney from the Office of General Counsel of The University of Texas System.

(c) Hearing Record

In all appeal hearings where the employee is represented by an attorney or an individual from an employee organization, a court reporter shall be furnished by the institution to transcribe the hearing and swear in witnesses. The party requesting a copy of the transcript of the proceedings shall be responsible for its cost. In all other appeal hearings the institution shall tape the hearing and make a copy of the tape available to the employee on request. The transcript of the court reporter or the tape of the proceedings shall be the official record of the hearing.

(d) Burden of Proof

The institution has the burden of proving by a preponderance of credible evidence that good cause exists for the disciplinary action and therefore shall have the right to open and close the proceedings.

(e) Order of Presentation and Right to Cross-Examination

- (1) The hearing shall consist of opening statements on behalf of the institution and the employee and testimony by witnesses called by the institution and the employee, with both parties having the right to cross-examine witnesses and make closing statements.
- (2) Relevant exhibits may be introduced by either party and the chair shall take notice of the employee's personnel record.

(f) Institutional Employees as Witnesses

- (1) Any employee can be asked to appear as a witness for either party.
- (2) It shall be the duty of an employee requested to testify to do so as to any facts which may be relevant to the appeal.

3. Post-Hearing Rules and Procedures

- (a) The delegate(s) shall deliberate, prepare and forward written findings and recommendations to the vice president or administrative equivalent within ten (10) working days after the close of the hearing.
- (b) The vice president or administrative equivalent shall mail his or her decision to the employee within ten (10) working days following the receipt of the findings and recommendations from the delegate(s).
- (c) If the vice president or administrative equivalent has heard the appeal, he or she shall mail a written decision to the employee within ten (10) working days after the close of the hearing.

[V-] GRIEVANCE POLICY AND PROCEDURES

I. PURPOSE

It is the policy of The University of Texas [Name of Institution] to encourage fair, efficient and equitable solutions for problems arising out of the employment relationship and to meet the requirements of state and federal law.

II. [A-] SCOPE OF GRIEVANCE POLICY

Complaints concerning wages, hours of work, working conditions, performance evaluations, merit raises, job assignments, reprimands or the interpretation or application of a rule, regulation or policy shall not be processed through the Discipline and Dismissal Appeal Procedure. Such complaints will be considered on an informal basis in order to allow prompt correction or explanation of the subject of the complaint.

1. Probationary Employees Included

The complaint of all employees (except faculty\*) including probationary employees will be considered pursuant to the procedure provided below.

2. Retaliation Prohibited

No employee will be penalized, disciplined or prejudiced for exercising the right to make a complaint, or for aiding another employee in the presentation of that complaint.

III. [B-] PROCEDURE FOR BRINGING A GRIEVANCE

1. The employee shall informally present the complaint to his or her supervisor or administrative equivalent for discussion, consideration and resolution within five (5) working days from the date of the action which is subject of the complaint. If the supervisor is the subject of the complaint, the employee may address the complaint to the appropriate department head or administrative equivalent.

2. If the complaint is not satisfactorily resolved by the supervisor or administrative equivalent within five (5) working days, the employee may present the complaint in writing to the appropriate department head or administrative equivalent for consideration and action. A written decision will be mailed to the employee within five (5) working days of receipt of the complaint.

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\* This phrase may be included by institutions with approved faculty grievance policies and procedures in compliance with the basic parameters of this policy.

3. If the employee is not satisfied with the decision of the department head or administrative equivalent, a written appeal stating why the appealed decision is incorrect may be made to the appropriate dean, director or administrative equivalent within five (5) working days of the date of the appealed decision. Within ten (10) working days of the date of the appeal a written decision will be mailed to the employee.
4. Complaints not satisfactorily resolved by the dean, director or administrative equivalent may be appealed in writing to the appropriate vice president or administrative equivalent for the employee's department within five (5) working days of the date of the appealed decision. The appeal shall state why the appealed decision is not correct. Within a reasonable time, not to exceed thirty (30) days following receipt of the appeal, a written decision shall be mailed to the employee. This decision is final.
5. The written complaint and all decisions or responses regarding such complaint shall be a part of the personnel file of the employee.

4. U. T. System: Report by Vice Chancellor for Business Affairs Burck on the Disposition of Recommendations Contained in the State Auditor's Report for the Fiscal Year Ending August 31, 1988.--

## Academic Affairs Committee

ACADEMIC AFFAIRS COMMITTEE  
Committee Chairman Barshop

Date: October 13, 1989  
Time: Following the meeting of the Personnel and Audit  
Committee  
Place: Room 1.212, Conference Center, U. T. Dallas

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1. U. T. Arlington: School of Nursing Advisory Council - Proposed Nominee Thereto (NO PUBLICITY UNTIL ACCEPTANCE IS RECEIVED).--

#### RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and President Nedderman that Mr. Thomas Dwyer, Vice President of Development for Medical Cities, Inc., Dallas, Texas, be approved for membership to the U. T. Arlington School of Nursing Advisory Council for a one-year term to expire in 1990.

#### BACKGROUND INFORMATION

The nomination of Mr. Dwyer is to an unfilled vacancy.

In accordance with usual procedures, no publicity will be given to this nomination until acceptance is received and reported for the record at a subsequent meeting of the U. T. Board of Regents.

2. U. T. Austin: Recommendation for Individual to Serve as Part-Time Employee of DTM Corporation, Austin, Texas (Formerly Nova Automation Corporation).--

#### RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and President Cunningham that the U. T. Board of Regents approve service by Professor Joseph J. Beaman at U. T. Austin as a part-time employee of DTM Corporation, Austin, Texas (formerly Nova Automation Corporation) through 1990.

#### BACKGROUND INFORMATION

Professor Beaman of the Department of Mechanical Engineering at U. T. Austin is the co-inventor of certain improvements to the selective laser sintering process included in patent rights licensed to Nova Automation Corporation (Nova) by the U. T. Board of Regents in December 1987. Dr. Beaman was authorized to sit on the Board of Directors of Nova and hold a equity interest in the company by Regental action in August 1988.

In February 1989, Nova changed its name to DTM Corporation (DTM). Professor Beaman wishes to serve as a 20% part-time employee of DTM, serving as Director of Research. Dr. Cunningham is convinced that the activities to be performed by Professor Beaman for DTM in his personal capacity are distinguishable from and compatible with those he will perform in his University research capacity. The proposed

arrangement is authorized by Section 51.912 of the Texas Education Code concerning equity ownership and business participation by employees in institutions of higher education following governing board approval. Part Two, Chapter V, Section 2, Subsection 2.4, Subdivision 2.47 of the Regents' Rules and Regulations (related to business participation by an employee who conceives, creates, discovers, invents or develops intellectual property in an entity that has an agreement with the U. T. System relating to the research, development, licensing or exploitation of that intellectual property) also requires approval by the U. T. Board of Regents for Professor Beaman's proposed service to DTM.

3. U. T. Austin: Proposed Appointment to the A. M. Aikin Regents Chair in Education Leadership in the College of Education Effective January 1, 1990.--

#### RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and President Cunningham that Dr. Manuel J. Justiz, Chaired Professor of Education, University of South Carolina at Columbia, be appointed as the initial holder of the A. M. Aikin Regents Chair in Education Leadership in the College of Education at U. T. Austin effective January 1, 1990.

#### BACKGROUND INFORMATION

Dr. Justiz has been appointed Professor, Department of Educational Administration and Dean, College of Education at U. T. Austin, effective January 1, 1990. He has exceptional qualifications and experience in education. Dr. Justiz was appointed by President Reagan and confirmed by the U. S. Senate in 1982 as Director of the National Institute of Education. During his three-year term, he advised the Secretary of Education and the Congress on federal education policy and worked periodically with the president, the secretary, members of Congress and various educational associations. He currently serves as senior adviser to the Education Commission of the States' National Task Force on Minority Achievement and works closely with the Education Commission on the States' Task Force on State Policy and Independent Higher Education, Future of Independent Colleges and Universities of the United States.

The A. M. Aikin Regents Chair in Education Leadership was established by the U. T. Board of Regents at the February 1985 meeting.

4. U. T. Austin: Proposed Appointment to the Tiny Gooch Centennial Professorship in Trial Practice in the School of Law Effective Immediately.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and President Cunningham that Professor J. Patrick Hazel of the School of Law be appointed as the initial holder of the Tiny Gooch Centennial Professorship in Trial Practice in the School of Law at U. T. Austin effective immediately.

BACKGROUND INFORMATION

Professor Hazel, a faculty member at U. T. Austin since 1975, earned a statewide reputation for his skills as a litigator during his years as a trial attorney prior to joining the faculty. His students praise his teaching and note the usefulness of his courses, his preparation and enthusiasm. Mr. Hazel was "Of Counsel" for the law firm Spivey, Grigg, Kelly and Knisely from 1978 to 1988. He received a J.D. from the U. T. Austin School of Law in 1971. Prior to his career as an attorney, Mr. Hazel was a priest for the Roman Catholic Diocese of Dallas-Fort Worth from 1959 to 1967.

The Tiny Gooch Centennial Professorship in Trial Practice was established by the U. T. Board of Regents at the August 1982 meeting.

5. U. T. Austin: Proposed Appointment to The Florence Thelma Hall Visiting Centennial Professorship in Music in the College of Fine Arts Effective November 8-11, 1989 Only.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and President Cunningham that Professor Konrad Wolff, internationally known scholar and keyboard performer, be appointed as the initial holder of The Florence Thelma Hall Visiting Centennial Professorship in Music in the College of Fine Arts at U. T. Austin effective November 8-11, 1989 only.

BACKGROUND INFORMATION

Professor Wolff has been appointed as Visiting Professor, Department of Music, at U. T. Austin for the period November 8-11, 1989 only and is now being recommended as the initial holder of The Florence Thelma Hall Visiting Centennial Professorship in Music. Professor Wolff studied law and received his doctoral degree in Berlin in 1930. In 1933, he moved to Paris and resumed his music study. He emigrated

to the U. S. in 1941 and continued his career in piano, chamber music and musicology. Professor Wolff has had faculty appointments at the Peabody Conservatory, Baltimore, Maryland, Rutgers University, New Brunswick, New Jersey, Smith College, Northampton, Massachusetts, and Montclair State College, Upper Montclair, New Jersey. He has authored several books and articles and is frequently invited to perform master classes and seminars at distinguished institutions and universities.

The Florence Thelma Hall Visiting Centennial Professorship in Music was established by the U. T. Board of Regents at the June 1982 meeting.

6. U. T. Austin: Proposed Appointment to the James L. and Nancy Powell Centennial Professorship in American Economic Principles Effective Immediately.--

#### RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and President Cunningham that Dr. Richard Dusansky, Head of the Department of Economics at the University of Georgia, be appointed as the initial holder of the James L. and Nancy Powell Centennial Professorship in American Economic Principles at U. T. Austin effective immediately.

#### BACKGROUND INFORMATION

Dr. Dusansky has been appointed Professor and Chairman, Department of Economics at U. T. Austin, effective September 1, 1989. He is an internationally recognized scholar in the areas of microeconomic theory and applied microeconomics. Dr. Dusansky served as Director of the Economics Research Bureau, State University of New York at Stony Brook, from 1977 to 1982 and has been a visiting professor at several U. S. and Australian universities. He has authored or coauthored more than 25 scholarly publications in leading economic journals. Dr. Dusansky is an excellent classroom teacher and is frequently invited to participate in national and international symposia.

The James L. and Nancy Powell Centennial Professorship in American Economic Principles was established by the U. T. Board of Regents at the February 1984 meeting.

7. U. T. Austin: Request for Approval to Establish an International Education Fee Effective with the Spring Semester 1990 (Catalog Change).--

#### RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and President Cunningham that the U. T. Board of Regents approve the establishment of a new International Education Fee at U. T. Austin effective with the Spring Semester 1990 to be assessed students at the rate of \$1.00 per semester or summer session for funding an international education financial aid fund as authorized by the Texas Education Code, Section 54.5131.

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

#### BACKGROUND INFORMATION

In a referendum conducted during the 70th Legislature, U. T. Austin students proposed and approved the assessment of an International Education Fee at the rate of \$1.00 per semester or summer session to be used only to provide financial aid to students participating in international student exchange or study programs. The timing of the referendum did not allow the proposal to be acted upon by the 70th Legislature, but the 71st Legislature enacted Senate Bill 835 which added a new Section 54.5131 to the Texas Education Code, authorizing the U. T. Board of Regents to charge and collect such a fee at U. T. Austin.

The new law provides that the fund shall be used in accordance with guidelines jointly developed by the Students' Association and the U. T. Austin Administration. The fund will also be subject to the usual audit and financial controls.

The assessment and collection of the fee continues to have the support of the officers of the Students' Association. The fund will allow broader participation by students in international study programs.

8. U. T. Austin: Recommendation to Name Floor in the Ernest Cockrell, Jr., Hall in the College of Engineering (Regents' Rules and Regulations, Part One, Chapter VIII, Section 1, Subsection 1.2, Naming of Facilities Other Than Buildings).--

#### RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and President Cunningham that the 10th floor of Ernest Cockrell, Jr., Hall in the College of Engineering at U. T. Austin be named the Temple

Center for Engineering Education Excellence. This recommendation is in accordance with the Regents' Rules and Regulations, Part One, Chapter VIII, Section 1, Subsection 1.2, relating to the naming of facilities other than buildings.

#### BACKGROUND INFORMATION

At the August 1989 meeting of the U. T. Board of Regents, a \$1,565,260 pledge was accepted from the T. L. L. Temple Foundation to fund or increase several endowments in the College of Engineering at U. T. Austin. This proposed naming of the floor is in recognition of that gift. The T. L. L. Temple Foundation was established in 1962 by Mrs. Georgie Munz, daughter of Mr. T. L. L. Temple. Mr. Temple founded Southern Pine Lumber Company in 1894 which later became Temple Industries, Inc. The Foundation supports hospitals, education, child welfare, community funds and libraries.

At its December 1981 meeting, the U. T. Board of Regents approved the naming of facilities other than buildings as part of a special private fund development campaign for the College of Engineering in accordance with Part One, Chapter VII, Section 2, Subsection 2.44 of the Regents' Rules and Regulations.

9. U. T. Austin: Recommendation to Name Room in W. R. Woolrich Laboratories in the College of Engineering (Regents' Rules and Regulations, Part One, Chapter VIII, Section 1, Subsection 1.2, Naming of Facilities Other Than Buildings).--

#### RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and President Cunningham that Room 111 in W. R. Woolrich Laboratories in the College of Engineering at U. T. Austin be named the Computational Fluid Dynamics Laboratory. This recommendation is in accordance with the Regents' Rules and Regulations, Part One, Chapter VIII, Section 1, Subsection 1.2, relating to the naming of facilities other than buildings.

#### BACKGROUND INFORMATION

The College of Engineering at U. T. Austin received gifts in 1986 from Lockheed Missiles and Space Company, Inc., Austin, Texas, and McDonnell Douglas Corporation, Houston, Texas, for the purpose of establishing an endowed laboratory with the income earned from the endowment to be used to support the work and maintenance of the laboratory. The proposed room name recognizes the significance of the endowment for the laboratory. Establishment of a permanent endowment is provided for in Item 8 on Page L&I - 11.

At its meeting in December 1981, the U. T. Board of Regents approved the naming of facilities other than buildings as part of a special private fund development campaign for the College of Engineering in accordance with Part One, Chapter VII, Section 2, Subsection 2.44 of the Regents' Rules and Regulations.

10. U. T. Austin: Recommendation to Approve Proposed Cooperation Agreement with the University of Trieste, Italy, and Request Authorization to Execute Agreement.--

#### RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and President Cunningham that approval be given to the proposed cooperation agreement set out on Pages AAC 10 - 11 between U. T. Austin and the University of Trieste, Italy.

It is further requested that the Executive Vice Chancellor for Academic Affairs be authorized to execute, on behalf of the U. T. Board of Regents, this or a substantially equivalent agreement with the understanding that any and all specific agreements arising from this general agreement are to be submitted for prior administrative review and subsequent approval as required by the Regents' Rules and Regulations.

#### BACKGROUND INFORMATION

The proposed agreement is designed to promote academic and research cooperation between U. T. Austin and the University of Trieste. The goals of the agreement are:

- a. Cooperation in fields of mutual interest which include, but are not limited to, the physical and biological sciences, engineering, and administration;
- b. Exchange of faculty and researchers for defined periods of time;
- c. Team teaching of seminars, professional development or teaching methods courses, and specialized technical training courses;
- d. Exchange of faculty, administrators, and students;
- e. Sharing of cultural and social experience;
- f. Exchange of pedagogical equipment and materials;
- g. Reciprocal awarding of scholarships;
- h. Exchange of statistical, technical, and educational data;

- i. Cooperation in research related to problems common to both institutions; and
- j. Other programs that would be mutually beneficial.

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

SCIENTIFIC, EDUCATIONAL AND CULTURAL  
COOPERATION AGREEMENT  
BETWEEN  
THE UNIVERSITY OF TEXAS AT AUSTIN  
AND  
THE UNIVERSITY OF TRIESTE

According to the mutual wish to promote cooperation and collaboration on an international level, The University of Texas at Austin (U.S.A.), represented by President William H. Cunningham, and the University of Trieste (Italy), represented by Professor Paolo Fusaroli, Rector, have executed the present scientific, educational, and cultural cooperation agreement.

Article 1.

Both Universities hereby express their intention to promote cooperation and collaboration between members, departments, schools, and institutes of their Faculties.

Article 2.

In the framework of the fields of common interest, both Universities will abide by the following general principles of cooperation:

1. Exchange of invitations to scholars for series of lectures, conferences, and exchange of experiences;
2. Exchange of invitations to scholars to meetings, roundtables, and symposia;
3. Exchange of scientific and educational data concerning fields of common interest.

Article 3.

Topics of common activities and formalities concerning visits, exchanges, and other forms of cooperation will be agreed upon from time to time according to the specific needs of the authorized officers/representatives of the two Universities.

Article 4.

The fields of research in which cooperation will take place are those listed in catalogues, bulletins, and statutes of the two Universities.



Article 5.

The two Universities agree upon the fact that travel expenses for scholars abroad will be borne by the University of origin; board and lodging expenses (in 1st class hotels or in University premises) will be borne by the host University.

The period of stay of such individual exchanges will not exceed a total of 60 days per calendar year.

Article 6.

The present agreement is drawn up both in English and in Italian; both texts are officially valid.

Article 7.

The present agreement will come into force after the approval of the academic authorities and as soon as the authorized officers/representatives of the two Universities have affixed their hand and seal.

Expiration will take place upon request by one of the two parties in the agreement.

THE UNIVERSITY OF TEXAS  
AT AUSTIN

UNIVERSITY OF TRIESTE

\_\_\_\_\_  
THE PRESIDENT

\_\_\_\_\_  
THE RECTOR

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

11. U. T. El Paso: Proposed Appointment to the Second Mr. and Mrs. MacIntosh Murchison Chair in Engineering Effective Immediately.--

#### RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and President Natalicio that Dr. Lawrence E. Murr, formerly Vice President for Academic Affairs and Research, Oregon Graduate Center, be appointed as the initial holder of the second Mr. and Mrs. MacIntosh Murchison Chair in Engineering at U. T. El Paso effective immediately.

#### BACKGROUND INFORMATION

Dr. Murr has been appointed Chairman and Professor, Department of Metallurgical Engineering at U. T. El Paso, effective September 1, 1989. He is nationally recognized as a materials science researcher and has considerable experience as a teacher and administrator. Dr. Murr has published 15 books and has over 300 other publications. He is a member of numerous professional societies and currently serves on several editorial advisory boards. His research interests are broad and encompass numerous specialized topics in the fields of metallurgy and the materials sciences.

The second Mr. and Mrs. MacIntosh Murchison Chair in Engineering was established by the U. T. Board of Regents at the June 1986 meeting.

12. U. T. Pan American: Recommendation to Approve Colors and Mascot for Athletic Activities (Regents' Rules and Regulations, Part Two, Chapter I, Section 9, Subsections 9.2 and 9.4).--

#### RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs, President Nevarez and President Pena that the U. T. Board of Regents approve the adoption of orange, white, and dark green as the designated colors and of the "Bronc" as the designated mascot for athletic activities at U. T. Pan American. This request is in accordance with the Regents' Rules and Regulations, Part Two, Chapter I, Section 9, Subsections 9.2 and 9.4 relating to approval of official colors and mascot.

## BACKGROUND INFORMATION

Prior to merger with the U. T. System, U. T. Pan American (as Pan American University) had adopted and used a traditional color and mascot. The recommended action will allow U. T. Pan American and U. T. Pan American (Brownsville) to continue to use a dark green color, equivalent to Pantone Marking System Number 348, as a designated color in addition to the official colors orange and white. The recommended action will also allow U. T. Pan American to continue to use the "Bronc" as mascot in connection with athletic activities. U. T. Pan American (Brownsville) has no athletic mascot and does not require mascot approval at this time.

13. U. T. Permian Basin: Development Board - Proposed Nominees Thereto (NO PUBLICITY UNTIL ACCEPTANCES ARE RECEIVED).--

## RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and President Leach that the following be approved for membership to the U. T. Permian Basin Development Board:

- a. For one-year term ending 1990

Mr. Pat Baskin, Midland, Business:  
District Judge, Midland County,  
Texas

Mr. Ray Stoker, Odessa, Business:  
Attorney, Shafer, Davis, McCollum,  
Ashley, O'Leary and Stoker, Inc.

Mr. Carroll Thomas, Midland, Business:  
Mayor, City of Midland

- b. For three-year term ending 1992

Mr. Steve Late, Odessa, Business: General  
Manager, Broncho Chevrolet/BMW

Mr. Ted Roden, Odessa, Business: Owner,  
Pinkies, Inc.

Mr. Clarence Scharbauer III, Midland,  
Business: Part Owner, Scharbauer  
Cattle Company

## BACKGROUND INFORMATION

These nominations are to unfilled vacancies.

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

14. U. T. San Antonio: College of Sciences and Engineering Advisory Council - Proposed Nominee Thereto (NO PUBLICITY UNTIL ACCEPTANCE IS RECEIVED).--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and President Wagener that the nomination of Mr. Robert J. Beal, Vice President/Chief Estimator, H. B. Zachry Company, San Antonio, Texas, be approved for membership to the U. T. San Antonio College of Sciences and Engineering Advisory Council for a one-year term to expire in 1990.

BACKGROUND INFORMATION

The nomination of Mr. Beal is to an unfilled vacancy.

In accordance with usual procedures, no publicity will be given to this nomination until acceptance is received and reported for the record at a subsequent meeting of the U. T. Board of Regents.

15. U. T. San Antonio: Recommendation to Approve (a) Application and Agreement for Establishment and Maintenance of a Senior Air Force Reserve Officers' Training Corps (ROTC) Unit; (b) Proposed Agreement for Establishment of a Senior Air Force ROTC Detachment; (c) Proposed Cross-Town Air Force ROTC Agreement with Trinity University; and (d) Proposed Cross-Town Air Force ROTC Agreement with U. T. Health Science Center - San Antonio.--

RECOMMENDATION

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

- a. The Application and Agreement for Establishment and Maintenance of a Senior Air Force Reserve Officers' Training Corp (ROTC) Unit at U. T. San Antonio
- b. The proposed Agreement for the Establishment of a Senior ROTC Detachment at U. T. San Antonio
- c. The proposed Cross-Town Air Force ROTC Agreement with Trinity University, San Antonio, Texas
- d. The proposed Cross-Town Air Force ROTC Agreement with U. T. Health Science Center - San Antonio.

These documents are set forth on Pages AAC 16 - 31.

## BACKGROUND INFORMATION

The Air Force Reserve Officers' Training Corps (ROTC) program at U. T. San Antonio was previously designated as Operating Location-A and operated under Detachment 840 at Southwest Texas State University, San Marcos, Texas, pursuant to an agreement approved by the U. T. Board of Regents at its April 1985 meeting.

By Special Order G-73 dated August 4, 1989, the Department of the Air Force inactivated the U. T. San Antonio operating location and designated the site as Detachment 842 effective August 15, 1989.

The agreements recommended for approval are an official Application and Agreement for the Establishment of a Senior Air Force ROTC Unit, the final Agreement for the Establishment of a Senior Air Force ROTC Detachment at U. T. San Antonio, and new cross-town agreements with Trinity University, San Antonio, Texas, and the U. T. Health Science Center - San Antonio to replace similar agreements approved by the U. T. Board of Regents at the April 1988 and June 1989 meetings, respectively.

The application and agreements are standard in use throughout the United States and govern the relationship between the Department of the Air Force and an institution hosting a Senior ROTC Detachment. All documents have been reviewed and approved by the Office of General Counsel.

**APPLICATION AND AGREEMENT FOR THE ESTABLISHMENT OF A  
SENIOR AIR FORCE RESERVE OFFICERS' TRAINING CORPS UNIT**

**SUBJECT:** Application for the Establishment of a Senior Air Force Reserve Officers' Training Corps Unit  
**TO:** Commandant, AFROTC, Maxwell AFB AL 36112  
 Commander, Air University, Maxwell AFB AL 36112  
 Chief of Staff, United States Air Force, Wash DC 20330  
 Secretary of the Air Force, Wash DC 20330

**APPLICATION**

By direction of the governing authorities of The University of Texas at San Antonio  
 (Name of Institution)

I, James W. Wagener President  
 (Name) (Title)

hereby submit application for the establishment of a senior Air Force Reserve Officers' Training Corps Unit under the provisions of Section 2102, Title 10, United States Code, as amended.

**AGREEMENT**

1. Contingent upon the acceptance of this application and upon the initial and continuing fulfillment of all the conditions enumerated in para 2 following, the Secretary of the Air Force agrees:

a. To establish and maintain a Senior Air Force Reserve Officers' Training Corps Detachment at the Institution named in the foregoing application.

b. To assign such Air Force personnel as may be deemed necessary for the proper administration and conduct of the program at the above named Institution, and to pay the statutory compensation of such personnel.

c. To pay, subject to laws and regulations, subsistence allowance at the prescribed rate to cadets who are members of the Professional Officer Course (POC), and those cadets who are selected for the College Scholarship Program.

d. To pay authorized expenses of cadets who are selected for the College Scholarship Program, to include tuition, fees, books, and laboratory expenses where applicable. (Public law prohibits the eligibility of law students for selection for the AFROTC College Scholarship Program. This does not apply to prelaw students.)

e. To pay to the Institution commutation in lieu of issue uniforms, at currently prescribed rates, in behalf of General Military Course (GMC) and/or Professional Officer Course (POC) cadets, if that procedure is elected by the Institution.

f. To assume custodial responsibility for authorized items of uniform clothing issued to the Professor of Aerospace Studies under the issue-in-kind uniform system and to pay all costs incident to the transportation, packing, crating, alteration and disposition of such uniforms if the issue-in-kind uniform system is elected by the Institution.

g. To assume custodial responsibility for all items of Air Force equipment issued to the Professor of Aerospace Studies as authorized by applicable Tables of Allowances, and to pay all costs incident to the transportation, packing, crating, and normal maintenance of such property.

h. To insure that assigned Air Force members are available for faculty and administrative committees on the same basis as other faculty members.

2. Contingent upon the acceptance of this application and upon the fulfillment of the conditions enumerated in para 1 above, the governing authorities of this Institution agree:

a. To establish a Department of Aerospace Studies as an integral academic department of the Institution, with all the administrative and associated privileges enjoyed by other departments of the Institution. The Secretary of the Air Force will prescribe the course content, conduct of the courses, and provide the

support literature for the following curriculum(s) which the Institution adopts:

(1) A 4-year course of Aerospace Studies covering the General Military Course (GMC) and the Professional Officer Course (POC); or,

(2) A 2-year course of Aerospace Studies covering the Professional Officer Course; or

(3) Both of the above.

(4) If a 4-year program is maintained, enrollment in the first 2 years, known as the General Military Course, will be compulsory.

b. To require each student enrolled in any of the programs to devote the number of class hours to Aerospace Studies prescribed by the Secretary of the Air Force.

c. To grant appropriate academic credit applicable toward graduation for the successful completion of courses offered by the Department of Aerospace Studies.

d. To arrange for the scheduling of Aerospace Studies classes to make it equally convenient for students to participate in the academic offerings of the Air Force Reserve Officers' Training Corps program as in other courses at the same educational level.

e. To confer the rank of Professor on the Senior Air Force Officer assigned to the AFROTC Detachment, as is required by law, and the rank of Associate or Assistant Professor on all other officer personnel assigned to the Detachment. \*

f. To make available to the Department of Aerospace Studies, without charge, the necessary classrooms, administrative offices, storage space, government vehicle parking space, staff parking space, and other required facilities in the same manner and at the same level as is provided to other departments within the Institution.

g. To provide adequate secretarial, janitorial, and communication services; printing and publications, building maintenance, utilities, and grounds upkeep to the Department of Aerospace Studies on the same basis as is provided to other departments within the Institution.

h. To elect the uniform commutation in lieu of uniform system for the GMC  POC  and to assume responsibility for the procurement, receipt, storage, maintenance, issue, and disposition of uniform items by appointing a civilian institutional official empowered to perform the administrative and custodial function incident to these uniforms.

i. To elect the issue-in-kind uniform system for the GMC  POC , and to provide a separate storage facility for issue-in-kind uniforms where both issue-in-kind and commutation systems are elected.

j. To conform to the applicable regulations of the Secretary of the Air Force pertaining to the administration and operation of the Air Force ROTC Program.

k. That the Institution is accredited to award baccalaureate degrees by:

Commission on Colleges of the Southern Association of Colleges and Schools  
(Name of accreditation agency)

4. When preferred, Institutions may use the terminology "Air Force Aerospace Studies" rather than "Aerospace Studies" as titles of the department and Professor and Associate or Assistant Professor as titles for Air Force Officer faculty members.

5. The Institution may charge tuition fees for AFROTC courses for which academic credit is awarded (whether by the term or by the credit hour), provided that tuition fees charged for AFROTC are not greater than those charged for other courses at the Institution.

6. For good and valid mutual consideration, and as a condition precedent to acceptance and continuance of this agreement, the Institution warrants and represents that it does not, and will not, discriminate in any way with respect to the admission or subsequent treatment of students on the basis of race, color, sex, or national origin. It is further mutually agreed that a violation of this covenant, as determined by the Secretary or a designee, may be regarded as a breach of this agreement, justifying termination thereof, at no cost to the government, by the Secretary or the designee.

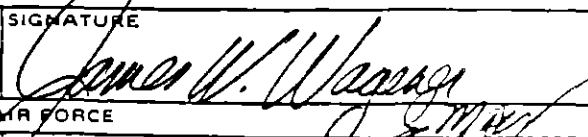
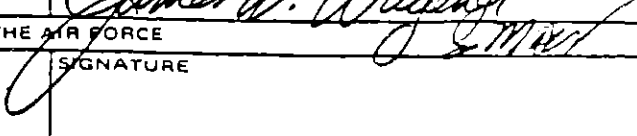
7. This agreement supersedes all existing agreements between the Secretary of the Air Force and the Institution pertaining to the establishment of an Air Force Reserve Officers' Training Corps Detachment.

3. It is mutually understood and agreed:
- a. That this agreement shall become effective when the authorities of the Institution have been notified officially that the Secretary of the Air Force has approved the establishment of the Air Force Reserve Officers' Training Corps Detachment cited herein, and, on the date specified.
  - b. That this agreement may be terminated at the completion of any school year by either party, by giving at least 1-year's notice, or sooner by mutual agreement.
  - c. That no Air Force officer will be assigned to the Department of Aerospace Studies without the prior approval of the authorities of the Institution, and no Air Force member will be continued on assignment after the authorities have requested his relief.
  - d. That the Secretary of the Air Force shall have the right at any time to relieve any Air Force member assigned to the Institution.
  - e. That AFROTC or other equivalent peacetime programs will be the officer candidate program conducted in colleges and universities during a national emergency.

REMARKS

- A) This agreement is subject to final approval by the Board of Regents of The University of Texas System.
  - B) When approved by Board of Regents of The University of Texas System, it will be necessary to amend all existing Crosstown Agreements to reflect separate detachment status of the AFROTC program at The University of Texas at San Antonio.
- \* Revised as follows: e. To confer appropriate academic rank on all officer personnel assigned to the Department of Aerospace studies but in no case will rank conferred be less than Assistant Professor.

FOR THE INSTITUTION

DATE	TYPED NAME AND TITLE	SIGNATURE
8-15-89	James W. Wagener President	
FOR THE SECRETARY OF THE AIR FORCE		
DATE	TYPED NAME AND TITLE	SIGNATURE
		

AGREEMENT FOR THE ESTABLISHMENT OF A  
SENIOR AIR FORCE RESERVE OFFICER TRAINING CORPS  
DETACHMENT

This agreement is between the governing authorities of The University of Texas at San Antonio (hereinafter known as UTSA) and the Commandant, Air Force ROTC. It is the purpose of this agreement to make the Air Force ROTC General Military Course and/or the Professional Officer Course available to qualified students of UTSA who desire to earn appointments as commissioned officers in the United States Air Force.

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AGREEMENT

1. Contingent upon acceptance of this agreement and upon the initial and continuing fulfillment of all the conditions enumerated in paragraphs 2 and 3 following, the Commandant, Air Force ROTC, agrees:

a. To establish and maintain a Senior Air Force Reserve Officer Training Corps Detachment at UTSA.

b. To assign to UTSA such Air Force personnel as may be deemed necessary for the proper administration and conduct of the program at UTSA, and to pay the statutory compensation of such personnel.

c. To pay, subject to laws and regulations, subsistence allowance at the prescribed rate to cadets who are members of the Professional Officer Course (POC), and those cadets who are selected for the College Scholarship Program.

d. To pay authorized expenses of cadets who are selected for the College Scholarship Program, to include tuition, fees, books, and laboratory expenses where applicable. (Public law prohibits the eligibility of law students for selection for the AFROTC College Scholarship Program. This does not apply to prelaw students).

e. To pay to UTSA commutation in lieu of issue uniforms, at currently prescribed rates, in behalf of General Military Course (GMC) and/or Professional Officer Course (POC) cadets.

f. To assume custodial responsibility for all items of Air Force equipment issued to the Chairman of the Department of Aerospace Studies as authorized by applicable Tables of Allowance, and to pay all costs incident to the transportation, packing, crating, and normal maintenance of such property.



g. To insure the assigned Air Force members are available for faculty and administrative committees on the same basis as other faculty members.

2. Contingent upon the acceptance of this agreement and upon fulfillment of the conditions enumerated in paragraph 1 above, the governing authorities of UTSA agree:

a. To establish a Department of Aerospace Studies as an integral academic department of UTSA, with all the administrative and associated privileges enjoyed by other departments of UTSA. The Commandant, Air Force ROTC, will prescribe the course content, conduct of the courses, and provide the support literature for the following curriculum(s) which UTSA adopts:

(1) A 4-year course of Aerospace Studies covering the General Military Course (GMC) and the Professional Officer Course (POC); or,

(2) A 2-year course of Aerospace Studies covering the Professional Officer Course; or

(3) Both of the above.

b. To require each student enrolled in any of the programs to devote the number of class hours to Aerospace Studies prescribed by the Commandant, Air Force ROTC.

c. To grant appropriate academic credit applicable toward graduation for the successful completion of courses offered by the Department of Aerospace Studies.

d. To arrange for the scheduling of Aerospace Studies classes to make it equally convenient for students to participate in the academic offerings of the Air Force Officer's Training Corps program as in other courses at the same educational level.

e. To confer the rank of Professor on the Senior Air Force Officer assigned to the AFROTC Detachment, as is required by law, and the rank of Associate or Assistant Professor on all other officer personnel assigned to the Detachment.

f. To make available to the Department of Aerospace Studies, without charge, the necessary classrooms, administrative offices, storage space, government vehicle parking space, staff parking space, and other required facilities in the same manner and at the same level as is provided to other departments within UTSA.

g. To provide adequate secretarial, janitorial, and communication services, printing and publications, building maintenance, utilities, and grounds upkeep to the Department of Aerospace Studies on the same basis as is provided to other departments within UTSA.

h. To elect the uniform commutation in lieu of the issue-in-kind uniform system for the GMC and POC and to assume responsibility for the procurement, receipt, storage, maintenance, issue, and disposition of uniform items by appointing a civilian institutional official empowered to perform the administrative and custodial function incident to these uniforms.

i. To conform to the applicable regulations of the Commandant, Air Force ROTC, pertaining to the administration and operation of the Air Force ROTC Program.

j. That UTSA is accredited to award baccalaureate degrees by the following regional accrediting association: Commission on Colleges of the Southern Association of Colleges and Schools.

3. It is mutually understood and agreed:

a. That this agreement may be terminated at the completion of any school year by either party, by giving at least 1-year's notice, or sooner by mutual agreement.

b. That no Air Force officer will be assigned to the Department of Aerospace Studies without the prior approval of the authorities of UTSA and no Air Force member will be continued on assignment after the authorities have requested the member's relief.

c. That the Commandant, Air Force ROTC, shall have the right at any time to relieve any Air Force member assigned to UTSA.

4. When preferred, the terminology "Air Force Aerospace Studies" rather than "Aerospace Studies" may be used as the title of the department.

5. UTSA may charge tuition fees for AFROTC courses for which academic credit is awarded (whether by the term or by the credit hour), provided that tuition fees charged for AFROTC are not greater than those charged for other courses at UTSA.

6. For good and valid mutual consideration, and as a condition precedent to acceptance and continuation of this agreement, UTSA warrants and represents that it does not, and will not, discriminate in any way with respect to the admission or subsequent treatment of students on the basis of race, color, sex, or national origin. It is further mutually agreed that a violation of the covenant, as determined by the Secretary of the Air Force or a designee, may be regarded as a breach of this agreement, justifying termination thereof, at no cost to the government, by the Secretary or designee.

7. This agreement supersedes all existing agreements between the Secretary of the Air Force or his designee and the UTSA pertaining to the establishment of an Air Force Reserve Officer Training Corps Detachment.

FOR THE UNIVERSITY OF TEXAS  
AT SAN ANTONIO

(Name) \_\_\_\_\_

(Title) \_\_\_\_\_

(Date) \_\_\_\_\_

FOR THE AIR FORCE

(Name) \_\_\_\_\_

(Title) \_\_\_\_\_

(Date) \_\_\_\_\_

(Name) \_\_\_\_\_

(Title) \_\_\_\_\_

(Date) \_\_\_\_\_

CONTENT APPROVED:

FORM APPROVED:

\_\_\_\_\_  
Executive Vice Chancellor for  
Academic Affairs

\_\_\_\_\_  
Office of General Counsel  
The University of Texas System

CERTIFICATE OF APPROVAL

I hereby certify that the foregoing Agreement was approved by the Board of Regents of The University of Texas System On \_\_\_\_\_ day of \_\_\_\_\_, 1989.

\_\_\_\_\_  
Executive Secretary, Board of Regents  
The University of Texas System

CROSS-TOWN AGREEMENT TO EXTEND AIR FORCE ROTC INSTRUCTION  
TO STUDENTS AT INSTITUTIONS NOT HOSTING AIR FORCE ROTC

This agreement is made by and between The University of Texas at San Antonio (hereinafter referred to as UTSA) which hosts Air Force ROTC Detachment 842, Trinity University (hereinafter referred to as Trinity) which does not host an Air Force ROTC unit, and the Commandant, Air Force ROTC. It is the purpose of this agreement to make the Air Force ROTC General Military Course and/or the Professional Officer Course available to qualified students at Trinity who desire to earn appointments as commissioned officers in the United States Air Force.

AGREEMENT

1. Contingent upon acceptance of this agreement and upon the initial and continuing fulfillment of all the conditions enumerated in paragraphs 2, 3, and 4 following, the Commandant, Air Force ROTC will:

a. Provide Air Force ROTC instruction in the General Military Course and/or the Professional Officer Course to qualified and selected applicants who are students at Trinity. Air Force ROTC instruction will be provided those selected students at Trinity on the UTSA campus.

b. Enroll qualified students at Trinity who are selected for the General Military Course and/or the Professional Officer Course as members of the Air Force ROTC detachment at UTSA.

c. Provide uniforms, in accordance with the existing contract agreement between UTSA and the Secretary of the Air Force to UTSA for all Air Force ROTC cadets who are enrolled as members of the Air Force ROTC detachment at UTSA.

d. Provide subsistence allowance, in accordance with existing policies, to all Air Force ROTC cadets who are enrolled as members of the Air Force ROTC detachment at UTSA.

e. Provide tuition and fees, in accordance with existing policies to:

(1) UTSA for all Air force ROTC cadets on scholarship status who are enrolled as members of the Air Force ROTC detachment at UTSA.

(2) Trinity for all Air Force ROTC cadets on scholarship status who are enrolled as members of the Air Force ROTC detachment at UTSA under the terms and conditions of a separate education service agreement between the Department of the Air Force and Trinity.

2. Contingent upon the acceptance of this agreement and upon fulfillment of the conditions enumerated in paragraph 1 above, UTSA agrees to:

a. Furnish necessary uniforms and accessories to all Air Force ROTC cadets who are enrolled as members of the Air Force ROTC detachment at UTSA.

b. Provide adequate classroom and related administrative facilities to support the Aerospace Studies instruction of all Air Force ROTC cadets who are enrolled as members of the Air Force ROTC detachment at UTSA and receive instruction on the UTSA campus.

c. Report estimated and actual costs of tuition and fees for each fiscal year to the Air Force ROTC detachment at UTSA. This report will be the basis for funding obligations for each fiscal year.

3. Contingent upon the acceptance of this agreement and upon fulfillment of the conditions enumerated in paragraphs 1 and 2 above, Trinity agrees to:

a. Include in appropriate publications announcement of the Aerospace Studies courses of Air Force ROTC available to its students.

b. Grant appropriate academic credit applicable toward graduation for the successful completion of courses offered by the Department of Aerospace Studies at UTSA.

c. Report estimated and actual costs of tuition and fees for each fiscal year to the Air Force ROTC detachment at UTSA under a separate education service agreement between the Department of the Air Force and Trinity. This report will be the basis for funding obligations for each fiscal year.

4. Trinity affirms and represents that:

a. It is accredited to award baccalaureate degrees by the following regional association: Southern Association of Colleges and Schools.

b. For good and valid mutual consideration, and as a condition precedent to acceptance and continuation of this agreement, Trinity warrants and represents that it does not, and will not, discriminate in any way with respect to the admission or subsequent treatment of students on the basis of race, color, sex, or national origin. It is further mutually agreed that a violation of this covenant, as determined by the Secretary of the Air Force or a designee, may be regarded as a breach of this agreement, justifying termination thereof, at no cost to the government, by the Secretary or designee.

5. All parties agree that:

a. This agreement may be terminated on the 31st day of May of any year by any party giving the other parties at least six months' written notice of such intent.

b. This agreement between UTSA, Trinity and AFROTC does not change or influence the separate agreement now in effect between UTSA and AFROTC.

c. This agreement supersedes all existing agreements between the Secretary of the Air Force or the Secretary's designee and the above institutions pertaining to the establishment of an Air Force Reserve Officer Training Corps detachment crosstown agreement.

TRINITY UNIVERSITY

THE UNIVERSITY OF TEXAS AT  
SAN ANTONIO

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

FOR THE COMMANDANT, AIR FORCE ROTC

FOR AIR FORCE ROTC Detachment 842

By: \_\_\_\_\_  
EDUARD BENDER, Colonel, USAF  
Commandant, Midwest Area

By: \_\_\_\_\_  
JOHN R. SANDERS, JR., Lt Col, USAF  
Professor of Aerospace Studies

Date: \_\_\_\_\_

Date: \_\_\_\_\_

CONTENT APPROVED:

FORM APPROVED:

By: \_\_\_\_\_  
Executive Vice Chancellor for  
Academic Affairs

By: \_\_\_\_\_  
UT System Office of General Counsel

CERTIFICATE OF APPROVAL

I hereby certify that the foregoing AGREEMENT was approved by the Board of Regents of The University of Texas System on \_\_\_\_ day of \_\_\_\_\_, 19\_\_.

By: \_\_\_\_\_  
Executive Secretary to the Board  
of Regents of The University of  
Texas System



CROSS-TOWN AGREEMENT TO EXTEND AIR FORCE ROTC INSTRUCTION  
TO STUDENTS AT INSTITUTIONS NOT HOSTING AIR FORCE ROTC

This agreement is made by and between The University of Texas at San Antonio (hereinafter referred to as UTSA) which hosts Air Force ROTC Detachment 842, The University of Texas Health Science Center at San Antonio (hereinafter referred to as UTHSCSA) which does not host an Air Force ROTC unit, and the Commandant, Air Force ROTC. It is the purpose of this agreement to make the Air Force ROTC General Military Course and/or the Professional Officer Course available to qualified students at UTHSCSA who desire to earn appointments as commissioned officers in the United States Air Force.

AGREEMENT

1. Contingent upon acceptance of this agreement and upon the initial and continuing fulfillment of all the conditions enumerated in paragraphs 2, 3, and 4 following, the Commandant, Air Force ROTC will:

a. Provide Air Force ROTC instruction in the General Military Course and/or the Professional Officer Course to qualified and selected applicants who are students at UTHSCSA. Air Force ROTC instruction will be provided those selected students at UTHSCSA on the UTSA campus or on the UTHSCSA campus as required.

b. Enroll qualified students at UTHSCSA who are selected for the General Military Course and/or the Professional Officer Course as members of the Air Force ROTC detachment at UTSA.

c. Provide uniforms, in accordance with the existing contract agreement between UTSA and the Secretary of the Air Force to UTSA for all Air Force ROTC cadets who are enrolled as members of the Air Force ROTC detachment at UTSA.

d. Provide subsistence allowance, in accordance with existing policies, to all Air Force ROTC cadets who are enrolled as members of the Air force ROTC detachment at UTSA.

e. Provide tuition and fees, in accordance with existing policies to:

(1) UTSA for all Air force ROTC cadets on scholarship status who are enrolled as members of the Air Force ROTC detachment at UTSA.

(2) UTHSCSA for all Air Force ROTC cadets on scholarship status who are enrolled as members of the Air Force ROTC detachment at UTSA under the terms and conditions of a separate education service agreement between the Department of the Air Force and UTHSCSA.

2. Contingent upon the acceptance of this agreement and upon fulfillment of the conditions enumerated in paragraph 1 above, UTSA agrees to:

a. Furnish necessary uniforms and accessories to all Air Force ROTC cadets who are enrolled as members of the Air Force ROTC detachment at UTSA.

b. Provide adequate classroom and related administrative facilities to support the Aerospace Studies instruction of all Air Force ROTC cadets who are enrolled as members of the Air Force ROTC detachment at UTSA and receive instruction on the UTSA campus.

c. Report estimated and actual costs of tuition and fees for each fiscal year to the Air Force ROTC detachment at UTSA. This report will be the basis for funding obligations for each fiscal year.

3. Contingent upon the acceptance of this agreement and upon fulfillment of the conditions enumerated in paragraphs 1 and 2 above, UTHSCSA agrees to:

a. Include in appropriate publications announcement of the Aerospace Studies courses of Air Force ROTC available to its students.

b. Grant appropriate academic credit applicable toward graduation for the successful completion of courses offered by the Department of Aerospace Studies at UTSA.

c. Report estimated and actual costs of tuition and fees for each fiscal year to the Air Force ROTC detachment at UTSA under a separate education service agreement between the Department of the Air Force and UTHSCSA. This report will be the basis for funding obligations for each fiscal year.

d. Provide adequate classroom facilities to support the Aerospace Studies instruction of all enrolled members of its Air

Force ROTC unit who receive instruction on its campus.

4. UTHSCSA affirms and represents that:

a. It is accredited to award baccalaureate degrees by the following regional association: Southern Association of Colleges and Schools, Texas Board of Nurse Examiners and the National League for Nursing.

b. For good and valid mutual consideration, and as a condition precedent to acceptance and continuation of this agreement, UTHSCSA warrants and represents that it does not, and will not, discriminate in any way with respect to the admission or subsequent treatment of students on the basis of race, color, sex, or national origin. It is further mutually agreed that a violation of this covenant, as determined by the Secretary of the Air Force or a designee, may be regarded as a breach of this agreement, justifying termination thereof, at no cost to the government, by the Secretary or designee.

5. All parties agree that:

a. This agreement becomes effective \_\_\_\_\_.

b. This agreement may be terminated on the 31st day of May of any year by any party giving the other parties at least six months' written notice of such intent.

c. This agreement between UTSA, UTHSCSA and AFROTC does not change or influence the separate agreement now in effect between UTSA and AFROTC.

THE UNIVERSITY OF TEXAS HEALTH  
SCIENCE CENTER AT SAN ANTONIO

THE UNIVERSITY OF TEXAS AT  
SAN ANTONIO

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

FOR THE COMMANDANT, AIR FORCE ROTC

FOR AIR FORCE ROTC Detachment 842

By: \_\_\_\_\_  
EDUARD BENDER, Colonel, USAF  
Commandant, Midwest Area

By: \_\_\_\_\_  
JOHN R. SANDERS, JR., Lt Col, USAF  
Professor of Aerospace Studies

Date: \_\_\_\_\_

Date: \_\_\_\_\_

CONTENT APPROVED:

FORM APPROVED:

By: \_\_\_\_\_  
Executive Vice Chancellor for  
Academic Affairs

By: \_\_\_\_\_  
UT System Office of General Counsel

#### CERTIFICATE OF APPROVAL

I hereby certify that the foregoing AGREEMENT was approved by the Board of Regents of The University of Texas System on \_\_\_\_ day of \_\_\_\_\_, 19\_\_.

By: \_\_\_\_\_  
Executive Secretary to the Board  
of Regents of The University of  
Texas System

## Health Affairs Committee

HEALTH AFFAIRS COMMITTEE  
Committee Chairman Blanton

Date: October 13, 1989

Time: Following the meeting of the Academic Affairs Committee

Place: Room 1.212, Conference Center, U. T. Dallas

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2. U. T. Health Science Center - Houston: Recommendation to Approve Increase in Rental Rates at the Student/Faculty Com- plex Effective November 1, 1989 (Catalog Change)	2
3. U. T. Health Science Center - San Antonio: Development Board - Proposed Nominees There to (NO PUBLICITY UNTIL ACCEPTANCES ARE RECEIVED)	3

1. U. T. Southwestern Medical Center - Dallas: Proposed Appointment to the Touchstone/West Distinguished Chair in Diabetes Research Effective Immediately.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Health Affairs and President Wildenthal that Roger H. Unger, M.D., be appointed as initial holder of the Touchstone/West Distinguished Chair in Diabetes Research at the U. T. Southwestern Medical Center - Dallas effective immediately.

This appointment is contingent upon the establishment of the Chair as proposed in Item 31 on Page L&I - 28.

BACKGROUND INFORMATION

Dr. Unger, Professor of Internal Medicine and Director of the Gifford Laboratories for Diabetes Research at the U. T. Southwestern Medical Center - Dallas, is an outstanding clinical investigator and has been a member of the faculty since 1956. He is a past recipient of the Banting Medal for scientific achievement in diabetes and is internationally recognized for his work in this field.

2. U. T. Health Science Center - Houston: Recommendation to Approve Increase in Rental Rates at the Student/Faculty Complex Effective November 1, 1989 (Catalog Change).--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Health Affairs and Interim President Ribble that the U. T. Board of Regents approve an increase in rental rates as set forth below for the Student/Faculty Complex at the U. T. Health Science Center - Houston effective November 1, 1989:

	<u>Current Rate</u>	<u>Proposed Rate</u>
Small One Bedroom	\$310	\$335
Large One Bedroom	335	365
Two Bedroom/Two Bath	460	495
Three Bedroom/Two Bath	550	590

Upon Regental approval, the next appropriate catalog published at the U. T. Health Science Center - Houston will be amended to conform to this action.



### BACKGROUND INFORMATION

The rental rates approved for the Student/Faculty Complex at the U. T. Health Science Center - Houston effective September 1, 1985, were subsequently reduced to compensate for the depressed economic atmosphere in the Houston area. However, during the past six months, the occupancy level has remained steady at about 98%. A review of similar properties in the immediate area indicates rates above those requested. The increased rates would allow for income to cover anticipated operational expenses while maintaining a high occupancy rate.

3. U. T. Health Science Center - San Antonio: Development Board - Proposed Nominees Thereto (NO PUBLICITY UNTIL ACCEPTANCES ARE RECEIVED).--

### RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Health Affairs and President Howe that the nominations of Mrs. Dardi Cardenas, Civic Leader, and Rafael Garza, M.D., Physician, both of McAllen, Texas, be approved for membership to the U. T. Health Science Center - San Antonio Development Board for three-year terms to expire in 1992.

### BACKGROUND INFORMATION

This development board was established and initial nominees were approved at the May 1976 U. T. Board of Regents' meeting. The nominations of Mrs. Cardenas and Dr. Garza are to unfilled vacancies.

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

## Finance and Facilities Committee

FINANCE AND FACILITIES COMMITTEE  
Committee Chairman Moncrief

Date: October 13, 1989  
Time: Following the meeting of the Health Affairs Committee  
Place: Room 1.212, Conference Center, U. T. Dallas

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5. U. T. Pan American: Recommendation to Waive the Regents' Rules and Regulations, Part One, Chapter VIII, Section 1, Subsection 1.1 and to Name the Administration Building the Marialice Shary Shivers Administration Building 17
  
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I. FINANCE MATTERS

1. U. T. System: Recommendation to Approve Chancellor's Docket No. 48.--

RECOMMENDATION

It is recommended that Chancellor's Docket No. 48 be approved.

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

2. U. T. Board of Regents: Proposed Amendment to Regents' Rules and Regulations, Part Two, Chapter V, Section 3 (Certain Provisions in Current Appropriations Act).--

RECOMMENDATION

The Chancellor with the concurrence of the Executive Vice Chancellor for Academic Affairs and the Executive Vice Chancellor for Health Affairs recommends that the Regents' Rules and Regulations, Part Two, Chapter V, Section 3 (Certain Provisions in Current Appropriations Act) be amended to delete Section 3 as set out below in congressional style and to renumber subsequent sections as appropriate:

~~[Sec. 3--Certain Provisions in Current Appropriations Act.--The Rules and Regulations of the Board are subject to and shall comply with the provisions appearing in the current Appropriations Act, including the following pertaining to personnel:~~

~~3.1--Use of Alcoholic Beverages.--"None of the moneys appropriated under this Act shall be used for the payment of salaries to any employee who uses alcoholic beverages while on active duty.--None of the funds appropriated under this Act for travel expenses may be expended for alcoholic beverages."~~

~~3.2--Advocating Overthrow of the Government.--"None of the funds appropriated to the agencies and institutions of higher education enumerated in this Act shall be expended in payment of salary or other compensation of any faculty member or employee who advocates the overthrow of the Government of the United States of America, or of any State, by force, violence or any other unlawful means."~~]

### BACKGROUND INFORMATION

This deletion is in response to changes in the current Appropriations Act. The current Appropriations Act deletes the language quoted in Subsection 3.2 of Chapter V, Part Two of the Regents' Rules and Regulations and promulgation of a formal U. T. System policy concerning use of alcohol makes unnecessary the verbatim recitation of language in the Appropriations Act at Subsection 3.1.

3. U. T. System: Request to Adopt Institutional Funds Investment Policy.--

### RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Asset Management that the U. T. Board of Regents adopt the Institutional Funds Investment Policy for the U. T. System in substantially the form set forth on Pages F&F 5 - 10.

### BACKGROUND INFORMATION

During the 1989 Regular Session, the 71st Legislature approved Senate Bill 1342 amending Section 2, Authorized Investments, of the Public Funds Investment Act of 1987, by broadening eligible investments to include commercial paper, bankers acceptances, and money market mutual funds, among others. Section 5 of the Public Funds Investment Act of 1987 requires that all investments be made in accordance with written policies approved by the U. T. Board of Regents. Adoption of the Institutional Funds Investment Policy is recommended in order to incorporate S. B. 1342 into policy and to comply with Section 5.

**THE UNIVERSITY OF TEXAS SYSTEM  
INSTITUTIONAL FUNDS INVESTMENT POLICY**

**BACKGROUND**

The investment of funds (excluding those required to be deposited in the State Treasury or classified as endowment funds) of or under the control of component institutions of The University of Texas System is governed by: a: the Public Funds Investment Act of 1987, (Article 842a-2, V.A.C.S.), as amended, b: Section 404, Government Code, and, c: Article 6252-5a, V.A.C.S.. This policy is written in compliance with Section 5 of the Public Funds Investment Act of 1987 which requires that investments be made in accordance with written policies approved by the governing body of an institution of higher education. It applies to all existing institutions of The University of Texas System and any other institution or branch hereafter operated by or under the jurisdiction of the Board of Regents.

**INVESTMENT OBJECTIVE**

The objective of the institutional funds investment program is to maximize investment yield consistent with the preservation of principal and the maintenance of adequate liquidity. Within the exposure limits contained herein investments shall be diversified among authorized investment categories and issuers in order to minimize portfolio risk for a given level of expected return. Volatility of interest rates is expected, and therefore, periodic maturities of portions of each portfolio afford opportunities to restructure portfolios through yield and maturity adjustment.

**AUTHORIZED INVESTMENTS**

Institutional funds of any U.T. System component may be invested in the following securities:

1. **U.S. Treasury Obligations**
  - includes obligations of agencies and instrumentalities
  - Term: 5 years or less (unless otherwise approved by EVC for Asset Management)
  - Quality Rating: none
  - Security: none
  - Exposure Limits:
    - a) % of component investable balances: no limit
    - b) To Issuer:
      - (i) Component Level: no limit
      - (ii) System Level: no limit
  
2. **State of Texas Obligations**
  - includes direct obligations of agencies
  - Term: 5 years or less (unless otherwise approved by EVC for Asset Management)
  - Quality Rating: none

Security: none  
Exposure Limits:  
a) % of component investable balances: no limit  
b) To Issuer:  
    (i) Component Level: no limit  
    (ii) System Level: no limit

3. Guaranteed/Insured Obligations

Term: 5 years or less (unless otherwise approved by  
EVC for Asset Management)

Quality Rating: none

Security: principal of and interest on obligations  
unconditionally guaranteed or insured by:  
a. the U.S. or its agencies and  
instrumentalities, or,  
b. the State of Texas

Exposure Limits:

a) % of component investable balances: no limit  
b) To Issuer:  
    (i) Component Level: no limit  
    (ii) System Level: no limit

4. Municipal Obligations

- includes obligations of states, agencies,  
counties, cities and other potential subdivisions  
of any state

Term: 5 years or less (unless otherwise approved by  
EVC for Asset Management)

Quality Rating: not less than A or its  
equivalent by a nationally recognized  
investment rating firm.

Exposure Limits:

lesser of:

a) 50% of component investable balances  
b) To Issuer:  
    (i) \$25 million at Component Level  
    (ii) \$50 million at System Level

5. Bank Certificates of Deposit

- issued by state and national banks domiciled in Texas

Term: maximum 2 years (unless otherwise approved by  
EVC for Asset Management)

Quality Rating: n. a.

Security: a. guaranteed or insured by F.D.I.C.  
(or its successor), or,  
b.(i) secured by obligations 1-4  
above with a market value  $\geq$   
principal amount of certificates,  
or  
(ii) in any other manner and amount  
as provided by law.

Exposure Limits:

(a) % of component investable balances: no limit  
(b) To Issuer:



- (i) Component Level: no limit
- (ii) System Level: no limit

6. S&L Association Certificates of Deposit

- issued by savings and loan associations domiciled in Texas

Term: maximum 2 years (unless otherwise approved by EVC for Asset Management)

Quality Rating: n.a.

Security: a. guaranteed or insured by F.S.L.I.C. (or its successor), or,  
b. (i) secured by obligations 1-4 above with a market value  $\geq$  principal amount of certificates, or,  
(ii) in any other manner and amount as provided by law.

Exposure Limits:

- a) % of component investable balances: no limit
- b) To Issuer:
  - (i) Component Level: no limit
  - (ii) System Level: no limit

7. Bankers Acceptances

- accepted by a bank organized and existing under the laws of the U.S. or any state.

Term: maximum 270 days from date of issuance

Quality Rating: Bank (or holding company of which bank is largest subsidiary) short term rating of at least A-1, P-1 or equivalent by at least one nationally recognized credit rating agency.

Security: none

Exposure Limits:

Lesser of:

- (a) 50% of component investable balances
- (b) To Issuer:
  - (i) \$25 million at component level
  - (ii) \$50 million at System level

Miscellaneous: will be liquidated in full at maturity per its terms  
accepted by a bank organized and existing under the laws of the U.S. or any state.

8. Commercial Paper

Term: maximum 270 days from date of issuance

Quality Rating: (i) rated at least A-1, P-1, or the equivalent by at least two nationally recognized credit rating agencies, or,  
(ii) 1. rated at least A-1, P-1, or the equivalent by at least one

- nationally recognized credit rating agency, and,
2. is fully secured by a letter of credit from a bank existing under the laws of the U.S. or any state thereof and with a short term rating of at least A-1, P-1, or equivalent by at least one nationally recognized credit rating agency..

Security: none

Exposure Limits:

lesser of:

- (a) 50% of component investable balances
- (b) To Issuer:
  - (i) \$25 million at component level
  - (ii) \$75 million at System level

9. Repurchase and Reverse Repurchase Agreements

- for direct obligations of the U.S. or its agencies and instrumentalities and with a defined termination date

Term: maximum 60 days

Quality Rating: none

Security: direct obligations of the U.S. or its agencies and instrumentalities (must be pledged with a third party selected or approved by the Office of Asset Management and placed through a primary government securities dealer or a bank domiciled in Texas

Exposure Limits:

lesser of:

- (a) 50% of component investable balances
- (b) To Dealer/Bank:
  - (i) \$25 million at component level
  - (ii) \$50 million at System level

10. Bank Common Trust Funds

- must be owned or administered by banks domiciled in Texas and consist of obligations 1-9 above.
- must seek to maintain a stable net asset value of \$1 per share
- must be pre-approved by the Office of Asset Management.

Term: n.a.

Quality Rating: none

Security: none

Exposure Limits:

lesser of:

- (a) 20% of average monthly investable balances

- (excluding bond proceeds)
- (b) To Issuer:
  - (i) 10% of fund total assets
- Miscellaneous: must comply with Internal Revenue Code of 1986 and other federal regulations governing the investment of tax exempt bond proceeds and must meet the cash flow requirements and the investment needs of the institution.

11. Money Market Mutual Funds

- must be a SEC registered, no load fund pre-approved by the Office of Asset Management. Fund must have assets consisting of obligations 1-9 above and must seek to maintain a stable net asset value of \$1 per share.

Term: none (fund must have a dollar weighted average portfolio maturity of 120 days or less)

Quality Rating: none

Security: none

Exposure Limits:

Lesser of:

- (a) 20% of average monthly investable balances (excluding bond proceeds)
- (b) To Issuer:
  - (i) 10% of fund total assets

BIDS

Investments in bank common trust funds may be made only after oral or written competitive bids have been solicited from at least three banks located within Texas. Investments in bank and S&L certificates of deposits may be made after electronic, oral or written bids have been solicited.

INVESTMENT MANAGEMENT

Overall fiduciary responsibility for investment of institutional funds resides with the Board of Regents. The Office of Asset Management shall have primary responsibility for policies on the deposit, investment, custody and reporting of institutional funds and for the negotiation and approval of agreements governing the provision of such services by outside parties. Investment decisions and compliance with policy are the responsibility of the chief business officer of a component institution and the Office of Asset Management. Specifically, chief business officers shall have discretionary investment authority for investments in eligible money market mutual funds, bank common trust funds and collateralized bank and S&L certificates of deposit. Investments in all other authorized investments shall be executed through the Fixed Income Trading Desk within the Office of Asset Management. Within the maturity range specified by the chief business officer or his/her delegate and approved exposure limits, the Fixed Income Trading Desk shall be

responsible for selecting and purchasing the highest yielding authorized instrument available on behalf of a requesting component institution. The Fixed Income Trading Desk also shall be responsible for arranging for the delivery of the purchased securities to a custodian. Delivery of funds as instructed by the Fixed Income Trading Desk shall be the responsibility of the component institution.

#### REPORTING

Component business officers shall be responsible for transmitting all necessary information to the Office of Asset Management in order to permit periodic reporting by System Administration to the Board concerning portfolio balances and yields for individual components and for the U.T. System as a whole.

#### STANDARD OF CARE

Investments should be made with judgement and care, under circumstances then prevailing, that persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

#### EFFECTIVE DATE

This policy shall be effective October 13, 1989 and shall remain in effect until amended or revoked by the Board of Regents.

4. U. T. Pan American: Request for Transfer of General Revenue Funds from U. T. Arlington and U. T. El Paso in Support of Cooperative Programs.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and the chief administrative officers of the component institutions involved that the U. T. Board of Regents approve the following transfer of General Revenue funds in support of the specified cooperative programs between the institutions:

From the General Revenue Appropriations -	
U. T. Arlington (line 7.f.) Lower Rio Grande Coop. MSSW Program	\$ 93,750
U. T. El Paso (line 7.i.) Texas Centers for Economic and Enterprise Development	\$457,221
To the General Revenue Appropriation -	
U. T. Pan American Lower Rio Grande Coop. MSSW Program	\$ 93,750
Texas Centers for Economic and Enterprise Development	\$457,221

BACKGROUND INFORMATION

The General Appropriations Bill, S. B. 222, appropriated General Revenue funds to U. T. Arlington and U. T. El Paso for the above stated cooperative programs -- the Master of Science in Social Work and the Texas Centers for Economic and Enterprise Development. The Bill also authorizes, in Article III, Sec. 6, the governing board to make the required transfers of General Revenue funds between these academic institutions.

The Texas Centers for Economic and Enterprise Development is a consortium created by U. T. El Paso, U. T. Pan American, and Laredo State University. The purpose of the consortium is to promote economic development along the Texas-Mexico border by conducting applied research and disseminating the information resulting from that research to business and government leaders in the region. The consortium requires flexibility in the funding of specific activities in order to carry out its overall objectives. The initial budget anticipated that appropriated general revenue funds would be transferred among institutions as the consortium's work plan evolved and additional external funding was obtained. Appropriations were made to U. T. El Paso in anticipation that a portion would be transferred.

The U. T. Arlington-U. T. Pan American cooperative Masters in Social Work is part of a comprehensive U. T. System plan to develop new degree programs at U. T. Pan American. Faculty at other U. T. System component institutions will help initiate and develop programs at U. T. Pan American until those programs can be sustained by U. T. Pan American faculty with regular formula funding. Special appropriations for this purpose were made by the 71st Legislature.

U. T. Arlington has a strong, well recognized Graduate School of Social Work, a School which is accustomed to working with other institutions in the development of graduate social work programs. U. T. Pan American has an undergraduate program in social work and limited resources upon which to build a graduate program. Funds transferred from U. T. Arlington to U. T. Pan American will be used to cover some of the local development costs.

In addition to these two programs, special appropriations were made for cooperative programs between U. T. Pan American and U. T. San Antonio and between U. T. Pan American and the U. T. Health Science Center - Houston. At this point, there is no plan to transfer funds to carry out those programs.

## II. FACILITIES MATTERS

1. U. T. Austin - Expansion of Animal Resources Center: Request for Authorization of Project and Appointment of Project Architect to Prepare Preliminary Plans.--

### RECOMMENDATION

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

- a. Authorize a project for the Expansion of the Animal Resources Center at U. T. Austin at an estimated total project cost of \$2,900,000
- b. Appoint a Project Architect from the list set forth on Page F&F - 13 to prepare preliminary plans and a detailed cost estimate to be presented to the U. T. Board of Regents for consideration at a future meeting.

### BACKGROUND INFORMATION

This proposed project will add approximately 20,000 gross square feet to the existing 58,000 square foot Animal Resources Center on the main campus of U. T. Austin. This expansion will enable U. T. Austin to support a growing research program in the biological sciences while meeting federal standards for the care of laboratory animals.

In June 1989, the U. T. Board of Regents approved the Capital Improvement Program which included \$1,900,000 from Permanent University Fund Bond Proceeds and \$1,000,000 from U. T. Austin General Fee Balances for this project. In August 1989, the U. T. Board of Regents approved the FY 1990 Capital Budget which included this project. Expenditures through completion of final plans are estimated at \$80,000 which is within the \$110,390 budgeted for FY 1990.

List of Firms for Consideration

<u>Project Architect</u>	<u>Representative Projects</u>
The White Budd VanNess Partnership Austin, Texas	Texas Tech: Chemistry Building Addition and Remodeling U. T. Austin: College of Pharmacy Renovation and Addition Baylor College of Medicine: Ben Taub Research Center, Animal Resources Facility University of Houston: Science Center Addition for Superconductivity
Marmon Barclay Souter Foster Hays San Antonio, Texas	U.T.H.S.C. - San Antonio: Clinical Research Building Texas A&M: Chemistry Building Renovation Bexar County: Medical Center Hospital Additions
Watkins Carter Hamilton Houston, Texas	Baylor College of Medicine: Biotechnology Center Texas A&M: Addition to Animal Resources Orange Memorial Hospital, Orange, Texas
Graeber Simmons & Cowan Austin, Texas	U. T. Austin: Microelectronics Engineering Research Center; Sematech Montopolis Research Center; Economics Building Renovation Texas A&M: Veterinary Medical Complex Southwest Texas State University: New Science Building

2. U. T. Austin - Balcones Research Center - Additional Building for Applied Research Laboratories Facility (Project No. 102-703): Presentation of Preliminary Plans and Authorization to Prepare Final Plans.--

RECOMMENDATION

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

- a. Approve the preliminary plans for the construction of an Additional Building for the Applied Research Laboratories Facility at the U. T. Austin Balcones Research Center at an estimated total project cost of \$3,500,000
- b. Authorize the Project Architect to complete final plans and specifications to be presented to the U. T. Board of Regents at a future meeting.

## BACKGROUND INFORMATION

In accordance with authorization of the U. T. Board of Regents in June 1989, preliminary plans and a detailed cost estimate for the construction of an Additional Building for the Applied Research Laboratories Facility at the U. T. Austin Balcones Research Center have been prepared by the Project Architect, Wilson Stoeltje Martin, Inc., Austin, Texas.

This new building will be a one-level structure of approximately 30,000 gross square feet that will provide support service facilities for federally sponsored research projects. The estimated construction cost of \$2,800,000 results in a unit cost of \$93.33 per gross square foot. The estimated total project cost is \$3,500,000.

Initial funding for this project will come from Permanent University Fund Bond Proceeds allocated to U. T. Austin in prior years for campus repair/rehabilitation projects. Under a Special Use Allowance Agreement with the U. S. Department of the Navy, the University will recover the full \$3,500,000 in ten years. The funds thus recovered will be used for campus repair/rehabilitation effectively restoring the Permanent University Fund Bond Proceeds.

Expenditures through completion of final plans are estimated at \$200,000. This is within the amount estimated for FY 1990 in the Capital Budget. This project was included in the Capital Improvement Program approved by the U. T. Board of Regents in June 1989.

3. U. T. Austin - Texas Union Building - Renovation: Request for Authorization of Project; Appointment of Project Engineer to Prepare Preliminary Plans; and Appropriation Therefor.--

## RECOMMENDATION

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

- a. Authorize a project for the renovation of the Texas Union Building at U. T. Austin at an estimated total project cost of \$8,000,000
- b. Appoint a Project Engineer from the list set forth on Page F&F - 15 to prepare preliminary plans and a detailed cost estimate to be presented to the U. T. Board of Regents for consideration at a future meeting
- c. Appropriate \$500,000 from Student Union Fee Balances for fees and administrative expenses through completion of preliminary plans. This preliminary appropriation will be reimbursed from General Revenue Subordinate Lien Note Proceeds to be issued at a later date for total project funding.



## BACKGROUND INFORMATION

In October 1988, U. T. Austin commissioned an engineering survey of the existing mechanical, electrical and plumbing systems in the Texas Union Building at U. T. Austin. The survey concluded that all systems should be modified, upgraded and/or replaced. Many of the systems are original to the 1933 building.

Total project cost is estimated at \$8,000,000 to be funded from revenue bonds (General Revenue Subordinate Lien Note Proceeds). The bonds will be issued nearer the start of construction and will include an additional amount to cover reserve requirements and the cost of issuance. The total issue is projected to be \$9.245 million. Upon issuance of the bonds, the \$500,000 appropriated from Student Union Fee Balances for initial design work will be reimbursed. Repayment of the bond issue will be funded by the Texas Union fee. In a referendum on February 9, 1989, the students voted in favor of a \$16 increase in the Texas Union fee to cover the cost of the project. The fee increased from \$17 per semester to \$23 per semester effective September 1, 1989, \$28 per semester in 1990, and \$33 in 1991. Authorizing legislation was passed by the 71st Legislature and signed by the Governor. The increase to \$23 effective September 1, 1989, was approved by the U. T. Board of Regents at its June 1989 meeting.

This project is included in the U. T. System Capital Improvement Program approved in June 1989 and the U. T. System Capital Budget approved in August 1989 by the U. T. Board of Regents.

### List of Firms for Consideration

<u>Project Engineer</u>	<u>Representative Projects</u>
Friberg Associates Inc. Fort Worth, Texas	U. T. Arlington: Engineering Building - Consultant New Thermal Energy Plant U. T. Austin: Bureau of Economic Geology - Consultant Alcon Laboratories: R&D Building - Consultant
Goetting & Associates San Antonio, Texas	Bexar County: Justice Center - Consultant Sea World of Texas: Consultant V. A. Hospital, San Antonio: Consultant

(Note to Board: Late in the evaluation process, three other engineering firms asked to be withdrawn from consideration due to existing work load.)

4. U. T. Dallas - Cecil and Ida Green Institute for the Study of Science and Society: Request for Authorization of Project and Authority to Contract for Architectural Consultant Services.--

#### RECOMMENDATION

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

- a. Authorize a project for the construction of a facility for the Cecil and Ida Green Institute for the Study of Science and Society at U. T. Dallas
- b. Authorize U. T. Dallas to contract for architectural consultation services from local funds not to exceed \$25,000 to study and recommend location(s) and design concepts and provide cost estimates to the U. T. Board of Regents for consideration at a future meeting.

#### BACKGROUND INFORMATION

The Cecil and Ida Green Institute for the Study of Science and Society was approved conceptually with acceptance of a pledge of \$2.2 million in June 1988 from Mr. Cecil Green, one of the founders and a longtime supporter of U. T. Dallas. A project for the construction of an Institute building was included in the Capital Improvement Program approved by the U. T. Board of Regents in June 1989 and in the FY 1990 Capital Budget approved in August 1989. The project is for a building of approximately 20,000 gross square feet.

The Institute will provide a much needed organizational entity in which scholars can evaluate the impact of science and advanced technology upon the social, economic and political structures of human kind. Man's growing ability to manipulate his environment through science offers great potential for both good and bad. The threat of nuclear annihilation and the promise of curing cancer are examples. It is anticipated that the operation of the Institute will be funded entirely from endowment income, contracts, gifts, and grants.

A professional analysis of locations and design concepts is needed to evaluate the several alternatives previously considered by the university staff prior to recommending selection of an architect. Besides conceptual design, location prospects and cost estimates for the Institute facility, the consultant will be asked to consider alternatives that include incorporation of Institute facility needs with other construction needs and plans for U. T. Dallas. The results of the analysis will also be used to establish revised fund-raising goals for both construction and endowment for Institute operating costs.

5. U. T. Pan American: Recommendation to Waive the Regents' Rules and Regulations, Part One, Chapter VIII, Section 1, Subsection 1.1 and to Name the Administration Building the Marialice Shary Shivers Administration Building.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and President Nevarez that the U. T. Board of Regents waive the Regents' Rules and Regulations, Part One, Chapter VIII, Section 1, Subsection 1.1, requiring that persons to be honored with the naming of a building "shall have been deceased at least five years" and name the Administration Building at U. T. Pan American the Marialice Shary Shivers Administration Building.

This item requires the concurrence of the Academic Affairs Committee.

BACKGROUND INFORMATION

In response to the pledge of a gift of \$1,500,000 by Houston Endowment Inc., Houston, Texas, U. T. Pan American proposes that the U. T. Board of Regents name the existing Administration Building on the Edinburg campus as the Marialice Shary Shivers Administration Building. See Item 26 on Page L&I - 26 related to acceptance of the gift.

The naming of this building is also appropriate recognition of the support, service and contributions made by Mrs. Shivers and the late Governor Allan Shivers to Pan American University prior to its merger into the U. T. System as U. T. Pan American.

6. U. T. Southwestern Medical Center - Dallas - Aston Ambulatory Care Center - Additions and Renovations (Project No. 303-692): Request for Authorization of Project; Submission to Coordinating Board; Appointment of Project Architect to Prepare Final Plans; and Appropriation Therefor.--

RECOMMENDATION

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

- a. Authorize a project for the construction of additions and renovations to the Aston Ambulatory Care Center at the U. T. Southwestern Medical Center - Dallas at an estimated total project cost of \$19,715,000 (excluding cost of Project Analysis)
- b. Authorize submission of the project to the Texas Higher Education Coordinating Board

- c. Appoint a Project Architect from the list set forth on Page F&F - 19 to prepare final plans and specifications to be presented to the U. T. Board of Regents for consideration at a future meeting
- d. Appropriate \$1,500,000 from U. T. Southwestern Medical Center - Dallas Service Plan Balances for fees and administrative expenses through completion of final plans and specifications. These funds will be reimbursed from General Revenue Subordinate Lien Note Proceeds to be issued at a later date for total project funding.

#### BACKGROUND INFORMATION

The Aston Ambulatory Care Center (AACC) serves as the outpatient teaching and referral center for the U. T. Southwestern Medical Center - Dallas faculty. Since the opening of the AACC, the volume of activity has grown from 48,620 patients in 1984 to 113,756 in 1989. This volume increase, while significant, is artificially capped due to space constraints necessitating an average three-week wait for new patient appointments. Space previously allocated for teaching and support services has been renovated for use as clinical space. In spite of this conversion, development of new programs has been postponed due to space inavailability. Of additional concern is the lack of space for supplies inventory and storage, medical records storage, and patient parking. Space dedicated to these functions is approximately one-third of that recommended for clinics of similar size and function. The addition of two floors, renovation of existing floors, and construction of a parking garage will alleviate the immediate problems.

In August 1988, the U. T. Board of Regents authorized the preparation of a project analysis to determine the program, construction feasibility, estimated cost, and schedule for the proposed addition and renovation. That study was completed in May 1989, and recommended the addition of two clinical floors and a mechanical penthouse totaling 48,640 GSF; remodeling of 38,000 GSF, and the construction of a 91,000 GSF three-story enclosed parking garage. The June 1989 Capital Improvement Program includes this project.

As a result of the need for continuing building occupancy and patient service throughout the construction period, a phased schedule is recommended. A detailed analysis of construction staging activities will be accomplished as part of the design activity. However, it is anticipated that the garage construction will be concurrent with the building renovation.

Funding for the estimated total project cost of \$19,715,000 was approved in the FY 1990 Capital Budget. The source of funds will be from General Revenue Subordinate Lien Note Proceeds to be serviced out of practice plan income.

List of Firms for Consideration

<u>Project Architect</u>	<u>Representative Projects</u>
HKS Inc. Dallas, Texas	U.T.S.M.C. - Dallas: Magnetic Resonance Center Dallas County Hospital District: Parkland Hospital Addition, In Association Baylor University: University Medical Center U. S. Army Corps of Engineers: Brooke Army Medical Center - Joint Venture St. Paul Medical Center: Dallas, Texas Texas Tech University: School of Medicine
Omniplan, Inc. Dallas, Texas	U. T. Dallas: Engineering and Computer Science Building Texas A&M: Soil Science Center Baylor Health Care System: Sports Medicine and Research Center
JPJ Architects Dallas, Texas	U. T. Arlington: Student Center Expansion Methodist Hospitals of Dallas: Several Projects State Purchasing and General Services: Department of Human Resources Complex Computer Facility
Page Southerland Page Dallas, Texas	University Medical Center Hospital: Dallas, Texas, In Association Memorial Hospital: Sherman, Texas Methodist Hospital Fort Worth, Texas: Richardson Pavilion

7. U. T. M.D. Anderson Cancer Center - Rotary International House (Project No. 703-534): Request for Approval of Reduction in Scope of Project; Authorization to Prepare a Pedestrian Circulation Study; Appointment of a Project Architect to Prepare Final Plans and to Prepare a Circulation Study; Submission to Coordinating Board; Authorization to Demolish Existing Structures on Proposed Project Site; and Additional Appropriations Therefor.--

RECOMMENDATION

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

- a. Approve a reduction in the scope of the Rotary International House project at the U. T. M.D. Anderson Cancer Center from a facility of

306 rooms to one of approximately 200 rooms and a reduction in the estimated total project cost from \$26,579,000 to \$17,000,000 (excluding previously expended consulting and architectural fees)

- b. Authorize the preparation of a pedestrian circulation study and cost estimate for a system of elevated connections within and from the central hospital complex and facilities located on the south side of Holcombe Boulevard
- c. Appoint a Project Architect from the list set forth on Page F&F - 22 to revise the preliminary plans and prepare final plans and specifications for Rotary International House within the revised total project cost to be presented to the U. T. Board of Regents for consideration at a future meeting and to prepare the pedestrian circulation study
- d. Authorize submission of the Rotary International House project to the Texas Higher Education Coordinating Board
- e. Authorize demolition of existing facilities on the proposed Rotary International House project site, including the Anderson-Mayfair facility and garage, a former Shell station and the blood bank, by U. T. M.D. Anderson Cancer Center Administration, with its own forces or through contract services as required, at an estimated total cost of \$1,800,000
- f. Appropriate \$150,000 from U. T. M.D. Anderson Cancer Center Unappropriated Plant Fund Balances for fees and administrative expenses for the pedestrian circulation study and \$1,800,000 from the same source for total demolition cost of existing structures on Rotary International House site. Total funding of \$17,000,000 (\$8,000,000 gift funds and \$9,000,000 from revenue bonds) for the Rotary International House project was included in the Capital Budget approved by the U. T. Board of Regents in August 1989. Approximately \$750,000 will be required from gift funds for fees and administrative expenses through completion of final plans.

#### BACKGROUND INFORMATION

In August 1984, the U. T. Board of Regents appointed the firm Golemon & Rolfe Architects, Inc. and Werlin-Deane & Associates, A Joint Venture, Houston, Texas, as Project Architect to prepare preliminary plans and a detailed cost estimate for Rotary International House at the U. T. M.D. Anderson Cancer Center. In April 1985, the U. T. Board of Regents approved preliminary plans for a 306 room facility at an estimated total project cost of \$26,577,000. At that time further action on the project was delayed until donated capital

pledged by Rotary International, Houston, Texas, was raised. Some time after approval of the preliminary plans the firm of Golemon & Rolfe Architects, Inc. and the Joint Venture were dissolved.

In October 1988, the U. T. Board of Regents authorized the updating of the feasibility study, cost estimates and revision of the preliminary plans. At that time the Board recognized the need to appoint a new Project Architect. In March 1989, the U. T. M.D. Anderson Cancer Center received the results of the study. While the project was seen as feasible and desirable, its scope should be altered to first-phase construction of a 200 room facility.

It is proposed that Rotary International House will be constructed partially on the site occupied by a former Shell station, the U. T. M.D. Anderson Cancer Center Blood Bank and a portion of the site now occupied by the Anderson-Mayfair. Plans to close the Anderson-Mayfair as of August 31, 1990, are in place in order that demolition may be completed by the time the design of the new facility is finished. The estimated cost of demolition of the Anderson-Mayfair, the Shell station and the blood bank is \$1.8 million, including the cost of asbestos removal.

Following the closing of the Anderson-Mayfair and until the new facility is ready for occupancy, patients will be housed at a nearby hotel. The hotel will provide space for the continuation of many guest-support programs. Housing of the blood bank and other programs dislocated by this move will be provided.

In reconfiguring the Rotary International House project within the reduced scope, some elements have been eliminated or shifted into related projects. Also, the revised project does not include the cost of building a parking structure for guests at the new facility. Discussions have been held with the Texas Medical Center (TMC) Administration regarding the construction of a parking structure south of Holcombe Boulevard by TMC that will provide parking for Rotary International House as well as for visitors, outpatients, and staff. If a satisfactory agreement with TMC is not forthcoming in a timely fashion, an alternative solution will be presented to the U. T. Board of Regents for consideration at a future meeting.

The recently completed Campus Master Plan identified the need for a workable pedestrian circulation system to alleviate the confusion and frustration encountered by patients and visitors and to provide for the safe and efficient movement of patients, visitors and employees throughout the complex. With the present and future expansion of the campus across Holcombe Boulevard, the need for a safe, convenient pedestrian connection system becomes of paramount importance. It is also important that the system should integrate the external elevated walkways with internal circulation routes.

The requested circulation study will identify existing circulation obstacles and design constraints and propose solutions. The study will also include an elevated system including connections within and from the central hospital complex to parking garages and facilities on the south side of Holcombe Boulevard, including the Rotary International House facility, and a cost estimate for the construction of the system.

List of Firms for Consideration

<u>Project Architect</u>	<u>Representative Projects</u>
Morris Architects Houston, Texas	Houston Place Hotel, Houston Wyndham Hotel at Travis Centre, Houston Wyndham Hotel Greenpoint, Houston Guest Quarters Hotels, Austin, Houston, Tampa Inn on the Park at Riverway a Four Seasons Hotel, Houston Windsor Court Hotel, New Orleans
Lockwood, Andrews & Newnam, Inc., Houston, Texas	Hyatt Regency West, Houston Ramada Inn Astrodome, Houston Boardwalk Condominiums, South Padre Island Merchants Plaza, Indianapolis (Joint Venture)
Harry S. Golemon Architects, Inc., 3D International, Inc., A Joint Venture, Houston, Texas	Wyndham Hotels, San Antonio, Austin, Atlanta, Milwaukee Marriott, Houston, San Antonio, Miami Ramada Renaissance, Richardson, Texas Crowne Plaza Holiday Inn Post Oak, Houston
FKP, Inc. Houston, Texas	Marriott Hotel Designs Underway: Phoenix, Atlanta Relevant Experience of Individuals with the firm: Holiday Inn, Houston Wyndham, Austin & San Antonio Warrick, Houston Marriott, San Antonio



## Land and Investment Committee

LAND AND INVESTMENT COMMITTEE  
Committee Chairman Ratliff

Date: October 13, 1989  
Time: Following the meeting of the Finance and  
Facilities Committee  
Place: Room 1.212, Conference Center, U. T. Dallas

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I. PERMANENT UNIVERSITY FUND

INVESTMENT MATTERS

Report on Clearance of Monies to the Permanent University Fund for July and August 1989 and Report on Oil and Gas Development as of August 31, 1989.--The following reports with respect to (a) certain monies cleared to the Permanent University Fund for July and August 1989 and (b) Oil and Gas Development as of August 31, 1989, are submitted by the Executive Vice Chancellor for Asset Management:

	<u>July 1989</u>	<u>August 1989</u>	<u>Cumulative Through August of this Fiscal Year (1988-1989)</u>	<u>Cumulative Through August of Preceding Fiscal Year (1987-1988)</u>	<u>Per Cent Change</u>
Permanent University Fund					
Royalty					
Oil	\$ 4,231,046.19	\$ 4,257,892.57	\$ 46,623,252.94	\$ 53,394,037.11	-12.68%
Gas	1,773,070.07	1,382,848.83	20,338,203.37	21,962,513.61	-7.40%
Sulphur	25,237.80	24,938.89	284,744.34	65,091.65	337.45%
Water	165,813.77	182,079.05	1,077,960.94	668,009.72	61.37%
Brine	2,175.35	5,653.04	36,162.36	45,377.99	-20.31%
Trace Minerals	0.00	0.00	0.00	0.00	--
Rental					
Oil and Gas Leases	17,842.67	58,941.05	867,786.21	578,437.09	50.02%
Other	2,180.00	5,265.00	13,574.29	13,802.73	-1.66%
Sale of Sand, Gravel, Etc.	0.00	0.00	35,330.25	24,721.26	--
Total University Lands Receipts Before Bonuses	<u>6,217,365.85</u>	<u>5,917,618.43</u>	<u>69,277,014.70</u>	<u>76,751,991.16</u>	<u>-9.74%</u>
Bonuses					
Oil and Gas Lease Sales	0.00	0.00	2,554,807.73	3,567,241.98	-28.38%
Amendments and Extensions to Mineral Leases	0.00	0.00	641.11	724.98	--
Total University Lands Receipts	<u>6,217,365.85</u>	<u>5,917,618.43</u>	<u>71,832,463.54</u>	<u>80,319,958.12</u>	<u>-10.57%</u>
Gain or (Loss) on Sale of Securities	<u>12,859,860.11</u>	<u>8,731,977.08</u>	<u>140,398,791.62</u>	<u>82,248,090.78</u>	<u>70.70%</u>
TOTAL CLEARANCES	<u>\$19,077,225.96</u>	<u>\$14,649,595.51</u>	<u>\$212,231,255.16</u>	<u>\$162,568,048.90</u>	<u>30.55%</u>

Oil and Gas Development - August 31, 1989  
Acreage Under Lease - 694,514

Number of Producing Acres - 543,846

Number of Producing Leases - 2,171

## II. TRUST AND SPECIAL FUNDS

### Gifts, Bequests and Estates

1. U. T. System: Recommendation to Accept Gifts to Establish the H. Frank Connally Endowment.--

#### RECOMMENDATION

The Chancellor recommends that a \$10,000 gift from Mrs. Jack Wrather, Beverly Hills, California, and \$100 in gifts from various donors for a total of \$10,100 be accepted to establish the H. Frank Connally Endowment at the U. T. System.

Ninety percent of the income earned from the endowment will be for the unrestricted use of the Chancellor. The remaining ten percent of earned income will be reinvested in the endowment corpus.

#### BACKGROUND INFORMATION

This endowment is being funded in memory of H. Frank Connally, M.D., deceased, former member of the U. T. Board of Regents and The Chancellor's Council. Dr. Connally received his B.A. in Sociology in 1934 from U. T. Austin and his M.D. in 1937 from the U. T. Medical Branch - Galveston.

Mrs. Bonita Wrather, deceased, widow of Jack Wrather, served on the Executive Committee of The Chancellor's Council for several years. Mrs. Wrather was involved in the film and television industries as well as various philanthropies before succeeding her husband as Chairman of the Beverly Hills-based Wrather Corporation.

2. U. T. Arlington: Recommendation to Accept Gifts to Establish The Charles Arrendell Family Undergraduate Scholarship in Journalism.--

#### RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and President Nedderman that \$10,000 in gifts from various donors be accepted to establish The Charles Arrendell Family Undergraduate Scholarship in Journalism at U. T. Arlington.

Income earned from the endowment will be used for an annual award to an undergraduate student who is majoring in Journalism and who has completed a minimum of 60 credit hours toward his or her degree, with 15 of those credit hours completed at U. T. Arlington. Scholarship candidates must have demonstrated a definite commitment to pursuing a news/editorial Journalism career.



### BACKGROUND INFORMATION

Family, friends, and colleagues of Dr. Charles Arrendell are funding this scholarship in his memory. Dr. Arrendell, deceased June 27, 1989, was Chairman of the Communication Department at U. T. Arlington from 1981 until his death. He received his Ph.D in Journalism from U. T. Austin in 1969. Both of his sons received degrees from U. T. Arlington. Jeffrey Arrendell received his B.A. in Radio/Television in 1986 and Paul Arrendell received his B.S.M.E. in 1988.

3. U. T. Arlington: Recommendation to Accept Bequest to Establish The Tony Litsey Memorial Scholarship.--

### RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and President Nedderman that a bequest of eighteen percent of the residual Estate of Wanda Katharine Reardon Litsey, Arlington, Texas, with distributions received to date totalling \$36,900, be accepted to establish The Tony Litsey Memorial Scholarship in the Department of Foreign Languages and Linguistics, College of Liberal Arts, at U. T. Arlington. Distributions include the proceeds from the sale of real property located at 1704 Spring Lake Drive, Arlington, Tarrant County, Texas. The property was sold to Mr. and Mrs. David V. Burrell and Ms. Dietra K. Burrell, Arlington, Texas, for \$67,125.61. U. T. Arlington received eighteen percent of the proceeds less closing costs and sales commissions for a net amount of \$12,082.61.

Income earned from the endowment will be used to award scholarships to students majoring in Spanish. One annual award will be made in an amount not to exceed \$500. Should there be more than \$500 in interest earned on the endowment, then additional annual awards in the amount of \$100 will be made insofar as is possible, according to the terms of the Will of Wanda Katharine Reardon Litsey. In the event U. T. Arlington should cease to offer a major in Spanish, awards shall be made available to students majoring in any other foreign language at U. T. Arlington.

### BACKGROUND INFORMATION

Mrs. Wanda Katharine Reardon Litsey's husband, Weldon Litsey, was a longtime faculty member of the Department of Foreign Languages and Linguistics at U. T. Arlington. Mrs. Litsey, deceased June 16, 1988, designated in her Last Will and Testament that this scholarship fund be established in memory of the Litsey's son, Tony.

4. U. T. Austin: Recommendation to Accept Gifts and Corporate Matching Funds and Pledges to Establish the Truett Airhart Endowed Scholarship in the College of Business Administration.--

#### RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and President Cunningham that \$2,000 in gifts from various donors, \$3,600 in corporate matching funds and a \$4,400 corporate matching funds pledge from the Dun & Bradstreet Corporation Foundation, New York City, New York, for a total of \$10,000 be accepted to establish the Truett Airhart Endowed Scholarship in the College of Business Administration at U. T. Austin.

Income earned from the endowment will be used to award scholarships to upper division students pursuing a degree in Data Processing and Analysis. Scholarship selection shall be based on financial need, academic achievement and career potential.

#### BACKGROUND INFORMATION

This endowment honors Mr. Truett E. Airhart, Jr. for his contributions to the micrographics industry. Mr. Airhart received his B.B.A. from U. T. Austin in 1959.

5. U. T. Austin: Recommendation to Accept Pledge to Establish the Baron & Budd Endowed Presidential Scholarship in Public Interest Law in the School of Law and Eligibility for Matching Funds Under The Regents' Endowed Student Fellowship and Scholarship Program.--

#### RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and President Cunningham that a \$100,000 pledge, payable upon Regental approval of matching funds, from the law firm of Baron & Budd, Dallas, Texas, be accepted to establish the Baron & Budd Endowed Presidential Scholarship in Public Interest Law in the School of Law at U. T. Austin.

It is further recommended that \$50,000 in matching funds be allocated under The Regents' Endowed Student Fellowship and Scholarship Program and used to increase the endowment to a total of \$150,000.

Income earned from the endowment will be used to award scholarships at the discretion of the Dean of the Law School to students who intend to serve as summer interns with non-profit, public interest organizations, with or without compensation, and to students who intend to devote 300 or more hours to pro bono activities with qualifying entities during two long semesters. The minimum award shall be \$2,500, but larger amounts and multiple awards may be made as income from the endowment permits.

## BACKGROUND INFORMATION

The partners of Baron & Budd are Mr. Frederick M. Baron and Mr. Russell Wills Budd. Mr. Baron received his B.A. in Government in 1970 and his J.D. in 1971 from U. T. Austin. Mr. Budd received his J.D. from U. T. Austin in 1979.

6. U. T. Austin: Recommendation to Accept Gifts and Pledges to Establish the Ronald M. Brown University Scholarship Fund and Eligibility for Matching Funds Under The Regents' Endowed Student Fellowship and Scholarship Program.--

## RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and President Cunningham that gifts and pledges of \$25,000 from various donors and a \$25,000 gift from The President's Associates for a total of \$50,000 be accepted to establish the Ronald M. Brown University Scholarship Fund at U. T. Austin.

It is further recommended that \$25,000 in matching funds be allocated under The Regents' Endowed Student Fellowship and Scholarship Program and used to increase the endowment to a total of \$75,000.

Income earned from the endowment will be used to award scholarships to full-time undergraduate students who are the son or daughter of a current regular full-time faculty or staff member of U. T. Austin or the son or daughter of a former regular full-time faculty or staff member of U. T. Austin, now retired or deceased.

## BACKGROUND INFORMATION

This endowment is being funded to honor Dr. Ronald M. Brown upon his retirement from 18 years of service to U. T. Austin as Vice President for Student Affairs. Dr. Brown will continue to serve U. T. Austin as Special Advisor to the President and as Professor in Educational Administration.

To date, 84 persons have contributed to the endowment. Major donors to the endowment are Dr. and Mrs. Ronald M. Brown, Dr. and Mrs. George Kozmetsky, and the Reverend and Mrs. Raymond P. Whitfield, all of Austin, and Mr. and Mrs. Jack S. Blanton of Houston, Texas.

7. U. T. Austin: Recommendation to Accept Gifts, Pledges and Transfer of Funds to Establish the Marvin Key Collie Endowed Presidential Scholarship in Tax Law in the School of Law and Eligibility for Matching Funds Under The Regents' Endowed Student Fellowship and Scholarship Program.--

#### RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and President Cunningham that \$32,387 in gifts and \$14,710 in pledges, payable by August 31, 1993, from various donors and a \$29,798 transfer of previously reported gifts from current restricted funds for a total of \$76,895 be accepted to establish the Marvin Key Collie Endowed Presidential Scholarship in Tax Law in the School of Law at U. T. Austin.

It is further recommended that \$23,337 in matching funds be allocated under The Regents' Endowed Student Fellowship and Scholarship Program and used to increase the endowment to a total of \$100,232.

Income earned from the endowment will be used to award a scholarship to a third-year law student who has achieved the highest average in two or more tax courses taken during the second year of law school and who has further evidenced interest in the field of tax law by registering or evidencing the intent to register for at least six additional hours of tax law in the third year of law school. These requirements being equal, the scholarship will be awarded to the student maintaining the highest grade average. Multiple scholarships may be awarded in any given year, as determined by the Dean of the Law School.

#### BACKGROUND INFORMATION

This endowment is being funded in memory of Mr. Marvin Key Collie, former Houston attorney, who was a great friend of U. T. Austin for many years. Mr. Collie dedicated his time and efforts to U. T. Austin through active volunteer participation, including serving as President of the Dads' Association, membership on The Centennial Commission, and 22 years of service as a member of the Development Board. Mr. Collie received his B.A. in Government in 1939 and his LL.B. in 1941 from U. T. Austin.

8. U. T. Austin: Recommendation to Accept Gifts to Establish the Computational Fluid Dynamics Laboratory Endowment in the College of Engineering.--

#### RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and President Cunningham that a \$5,000 gift from Lockheed Missiles and Space Company, Inc., Austin, Texas, and a \$5,000 gift from McDonnell Douglas Foundation, Houston, Texas, for a total of \$10,000 be

accepted to establish the Computational Fluid Dynamics Laboratory Endowment in the Department of Aerospace Engineering and Engineering Mechanics, College of Engineering, at U. T. Austin.

Income earned from the endowment will be used to support the work and maintenance of the Laboratory.

#### BACKGROUND INFORMATION

Mr. James J. Vaccaro, Assistant Chief Engineer of Lockheed Missiles and Space Company, Inc., received his B.S. in 1961 and his M.S. in Mechanical Engineering in 1963 from U. T. Austin. Mr. Charles A. Jacobson, Vice President and General Manager of McDonnell Douglas Astronautics Company, received his B.S. in Aerospace Engineering in 1972 from U. T. Austin and is a member of the College of Engineering Foundation Advisory Council.

See Item 9 on Page AAC - 8 related to naming a room in W. R. Woolrich Laboratories.

9. U. T. Austin: Recommendation to Accept Gift, Corporate Matching Funds, and Pledge to Establish the Earl W. Cunningham Endowed Presidential Scholarship in the College of Business Administration and the Graduate School of Business and Eligibility for Matching Funds Under The Regents' Endowed Student Fellowship and Scholarship Program.--

#### RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and President Cunningham that a \$2,000 gift from Dr. William H. Cunningham, Austin, Texas, \$3,000 in corporate matching funds from Freeport-McMoRan Inc., New Orleans, Louisiana, a gift of Russell Corporation common stock valued at \$2,225 representing corporate matching funds from Jefferson-Pilot Corporation, Greensboro, North Carolina, and a \$17,822.58 pledge, payable by August 31, 1994, from various donors for a total of \$25,047.58 be accepted to establish the Earl W. Cunningham Endowed Presidential Scholarship in the College of Business Administration and the Graduate School of Business at U. T. Austin.

It is further recommended that \$12,500 in matching funds be allocated under The Regents' Endowed Student Fellowship and Scholarship Program and used to increase the endowment.

Income earned from the endowment will be used to award scholarships to undergraduate or graduate students in the College of Business Administration and the Graduate School of Business, who have a strong academic background and who have worked for U. T. Austin or whose father or mother works at or has retired from U. T. Austin. In any year when no student meets these criteria, all distributed income will be reinvested in the endowment corpus. Additionally, when the endowment is fully funded, 25 percent of the annual distributed income will be reinvested in the endowment.

### BACKGROUND INFORMATION

This endowment is being funded to honor Mr. Earl W. Cunningham, father of Dr. William H. Cunningham. Mr. Cunningham retired as a Senior Executive from General Electric Company.

10. U. T. Austin: Recommendation to Accept Bequest from the Estate of Mrs. Billy Bob Draeger to Establish the Billy Bob Draeger Graduate Research Fellowship in the Humanities in the College of Liberal Arts.--

### RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and President Cunningham that a ten percent residual bequest, comprised of approximately \$24,880.00, from the Estate of Mrs. Billy Bob Draeger, Houston, Texas, with distributions received to date totaling \$23,079.28, be accepted to support research in humanities within the College of Liberal Arts and in engineering within the College of Engineering at U. T. Austin. Each of the named colleges is to receive one-half of the total distribution.

It is further recommended that the five percent residual bequest directed to the College of Liberal Arts be used to establish the Billy Bob Draeger Graduate Research Fellowship in the Humanities in the College of Liberal Arts at U. T. Austin.

Income earned from the endowment will be used to support graduate research.

### BACKGROUND INFORMATION

Mrs. Billy Bob Draeger, deceased November 6, 1987, received her B.A. in History from U. T. Austin in 1933. She was a former member of The President's Associates.

Her Last Will and Testament directs that the nature and subject of the research supported by the College of Liberal Arts and the College of Engineering be determined by the faculty of the respective colleges. A recommendation to establish an endowment in the College of Engineering may be presented at a later date, as determined by the College of Engineering faculty.

11. U. T. Austin: Recommendation to Accept Gift and Pledge to Establish the ENRON Foundation Endowed Presidential Scholarship in the Graduate School of Business and Eligibility for Matching Funds Under The Regents' Endowed Student Fellowship and Scholarship Program.--

#### RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and President Cunningham that an \$8,333 gift and a \$16,667 pledge, payable by December 31, 1991, from the ENRON Foundation, Houston, Texas, for a total of \$25,000 be accepted to establish the ENRON Foundation Endowed Presidential Scholarship in the Graduate School of Business at U. T. Austin.

It is further recommended that \$12,500 in matching funds be allocated under The Regents' Endowed Student Fellowship and Scholarship Program and used to increase the endowment to a total of \$37,500.

Income earned from the endowment will be used to award scholarships to students in the Graduate School of Business.

#### BACKGROUND INFORMATION

The ENRON Foundation has made numerous contributions to both U. T. Austin and the U. T. System.

12. U. T. Austin: Marguerite Fairchild Centennial Professorship in the College of Fine Arts - Recommendation to Accept Additional Gifts and Eligibility for Matching Funds Under The Regents' Endowed Teachers and Scholars Program to Increase the I. D. and Marguerite Fairchild Centennial Lectureship in the College of Fine Arts.--

#### RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and President Cunningham that an \$18,385 gift from the I. D. and Marguerite Fairchild Foundation, Lufkin, Texas, be accepted for addition to the Marguerite Fairchild Centennial Professorship in the College of Fine Arts at U. T. Austin for a total endowment of \$248,291.41.

It is further recommended that \$9,192.50 in matching funds be allocated under The Regents' Endowed Teachers and Scholars Program and used to increase the I. D. and Marguerite Fairchild Centennial Lectureship in the College of Fine Arts to a total endowment of \$49,232.50.

### BACKGROUND INFORMATION

The Marguerite Fairchild Endowment Fund was established at the May 1980 meeting of the U. T. Board of Regents with a \$17,000 gift from the I. D. and Marguerite Fairchild Foundation. At the August 1983 Board meeting additional gifts and pledges from the I. D. and Marguerite Fairchild Foundation and other various donors were accepted for a total endowment of \$156,445.41 and used to redesignate the endowment as the Marguerite Fairchild Centennial Professorship. These gifts and pledges qualified under The Centennial Teachers and Scholars Program and matching funds of \$50,000 and \$40,040 were used to establish the I. D. and Marguerite Fairchild Centennial Visiting Professorship and the I. D. and Marguerite Fairchild Centennial Lectureship, respectively, in the College of Fine Arts.

Subsequently, at its October 1987 and October 1988 meetings, the U. T. Board of Regents accepted additional gifts totaling \$73,461 to increase the Marguerite Fairchild Centennial Professorship and approved The Regents' Endowed Teachers and Scholars Program matching funds of \$73,461 to increase the I. D. and Marguerite Fairchild Centennial Visiting Professorship.

13. U. T. Austin: Recommendation to Accept Gift to Establish the Lois Sager Foxhall Memorial Fund in the College of Natural Sciences.--

### RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and President Cunningham that a \$10,000 gift from Mrs. John T. (Winifred S.) Jones, Jr., Houston, Texas, be accepted to establish the Lois Sager Foxhall Memorial Fund in the Department of Microbiology, College of Natural Sciences, at U. T. Austin.

Income earned from the endowment will be used by the Department of Microbiology to support graduate students doing research in virology and/or immunology in the search for probable causes of multiple sclerosis and related diseases. These funds may also be used to recruit graduate students in this field and to provide scholarships for undergraduate students assisting in this research field.

### BACKGROUND INFORMATION

This endowment is being established in memory of Mrs. Lois Sager Foxhall who had a distinguished career in newspaper journalism. She received her B.A. in English from U. T. Austin in 1939. She and Mrs. Jones were classmates while at U. T. Austin and fellow officers of Kappa Alpha Theta.



14. U. T. Austin: Recommendation to Accept Gifts to Establish the Generations Club Scholarship Endowment in the College of Pharmacy.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and President Cunningham that \$25,000 in gifts from various donors be accepted to establish the Generations Club Scholarship Endowment in the College of Pharmacy at U. T. Austin.

Income earned from the endowment will be used to support scholarships for students of all academic levels within the College of Pharmacy.

BACKGROUND INFORMATION

The Generations Club was founded by Mr. Joe H. Arnette to support the College of Pharmacy and the pharmacy profession. The organization is comprised of pharmacists and alumni who recognize and foster the continuation of pharmacy through familial generations. Mr. Arnette, a longtime member of the Pharmaceutical Foundation Advisory Council, received his B.S. in Pharmacy in 1949 from U. T. Austin.

15. U. T. Austin: Recommendation to Accept Gifts and Pledges to Establish the Great American Reserve Scholarship for Community College Leaders in the College of Education and Eligibility for Matching Funds Under The Regents' Endowed Student Fellowship and Scholarship Program.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and President Cunningham that a \$12,500 gift and a \$37,500 pledge, payable by August 31, 1992, from the Great American Reserve Insurance Company, Dallas, Texas, a subsidiary of Temple-Inland Company, for a total of \$50,000 be accepted to establish the Great American Reserve Scholarship for Community College Leaders in the College of Education at U. T. Austin.

It is further recommended that \$12,500 in matching funds be allocated under The Regents' Endowed Student Fellowship and Scholarship Program and used to increase the endowment to a total of \$62,500.

Income earned from the endowment will be used to award scholarships to deserving students aspiring to leadership positions in community colleges.

### BACKGROUND INFORMATION

The Great American Reserve Insurance Company has provided products, services, and counseling to educators for over 30 years. During the last three years, the Company has provided scholarship support for aspiring community college administrators in the Community College Leadership Program at U. T. Austin.

16. U. T. Austin: Recommendation to Accept Gifts, Pledges, and Transfer of Funds to Establish the Elizabeth Brown Hodges Endowed Presidential Scholarship in Law in the School of Law.--

### RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and President Cunningham that \$9,480 in gifts and \$3,020 in pledges, payable by August 31, 1993, from various donors and a \$12,500 transfer of previously reported gifts from current restricted funds for a total of \$25,000 be accepted to establish the Elizabeth Brown Hodges Endowed Presidential Scholarship in Law in the School of Law at U. T. Austin. Funds in the amount of \$12,500 will be held and administered by The University of Texas Law School Foundation (an external foundation) in accordance with the Regents' Rules and Regulations, and \$12,500 will be held and administered by the U. T. Board of Regents.

Income earned from the endowment will be used to award scholarships to students based on need or merit at the discretion of the Dean of the Law School.

### BACKGROUND INFORMATION

This endowment is being established in memory of Mrs. Elizabeth Brown Hodges, wife of Professor Gus M. Hodges, Jr., for 40 years of support to the faculty, students, and alumni of the Law School during her husband's tenure as a faculty member. Professor Hodges received his B.B.A. in 1930 and his LL.B. in 1932 from U. T. Austin.

17. U. T. Austin: Recommendation to Accept Gifts, Pledges, and Transfer of Funds to Establish the Robert D. King Dean's Distinguished Graduates Endowed Scholarship in the Liberal Arts in the College of Liberal Arts.--

### RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and President Cunningham that gifts of \$5,375 and pledges of \$6,762, payable by August 31, 1991, from various donors and a \$5,000 transfer of previously reported gifts from current restricted funds

for a total of \$17,137 be accepted to establish the Robert D. King Dean's Distinguished Graduates Endowed Scholarship in the Liberal Arts in the College of Liberal Arts at U. T. Austin.

Income earned from the endowment will be used annually to award a scholarship to an upper division student majoring in the Liberal Arts. Scholarship selection will be based on outstanding achievement in scholarship, leadership, and service to the College.

#### BACKGROUND INFORMATION

This endowment honors Dr. Robert D. King who has been on the faculty of U. T. Austin since 1965. Dr. King was Associate Dean and then Dean of the College of Social and Behavioral Sciences during the years 1974 to 1979, and in 1979 was appointed as first Dean of the College of Liberal Arts.

18. U. T. Austin: Recommendation to Accept Grant to Establish the Psychology Endowment in the College of Liberal Arts.--

#### RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and President Cunningham that a \$10,000 grant from the Trustees of the Ella F. Fondren Trust FBO W. Bryan Trammell, Houston, Texas, be accepted to establish the Psychology Endowment in the Department of Psychology, College of Liberal Arts, at U. T. Austin.

Income earned from the endowment will be used for faculty and student support within the Department of Psychology.

#### BACKGROUND INFORMATION

Mr. W. Bryan Trammell, Jr., deceased, received his B.A. in 1957 and his LL.B. in 1960 from U. T. Austin. His wife, Ann Marie Gordon Trammell, received her B.A. from U. T. Austin in 1960.

19. U. T. Austin: Recommendation to Accept Gift, Pledge, and Transfer of Funds to Establish the Shell Oil Company Foundation Endowed Presidential Scholarship in Law in the School of Law.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and President Cunningham that a \$2,500 gift and a \$10,000 pledge, payable by September 30, 1989, from the Shell Oil Company Foundation, Houston, Texas, and a \$12,500 transfer of previously reported gifts from current restricted funds for a total of \$25,000 be accepted to establish the Shell Oil Company Foundation Endowed Presidential Scholarship in Law in the School of Law at U. T. Austin. Funds in the amount of \$12,500 will be held and administered by The University of Texas Law School Foundation (an external foundation) in accordance with the Regents' Rules and Regulations, and \$12,500 will be held and administered by the U. T. Board of Regents.

Income earned from the endowment will be used to award scholarships to students based on need or merit at the discretion of the Dean of the Law School.

BACKGROUND INFORMATION

The Shell Oil Company Foundation has previously contributed gifts totalling in excess of \$4,000,000 to U. T. Austin. Mr. James A. Evans, Assistant General Counsel for the Shell Oil Company Foundation, received his LL.B from U. T. Austin in 1963.

20. U. T. Austin: United Daughters of the Confederacy Scholarship - Recommendation to Amend Scholarship Restrictions.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and President Cunningham that the scholarship restrictions for the United Daughters of the Confederacy Scholarship at U. T. Austin be amended to allow for a broader base of eligible students.

Income earned from the endowment will be used to support scholarships for students of any academic level, freshman through graduate, and of any academic major, who are lineal descendants of Confederate veterans. The Scholarship will continue to be administered through the Office of Student Financial Services. This recommendation is being made at the request of the donor.

### BACKGROUND INFORMATION

The United Daughters of the Confederacy Scholarship was established at the July 1922 meeting of the U. T. Board of Regents with gifts of \$5,000 from the Texas Division of the United Daughters of the Confederacy. Income earned from the endowment was originally dedicated for scholarships to junior, senior, or graduate students who were lineal descendants of Confederate veterans and who were majoring in American History, preferably Southern History.

21. U. T. Austin: Recommendation to Accept Gifts to Establish the Robert B. Williamson Memorial Excellence Fund in the College of Business Administration and the Graduate School of Business.--

### RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and President Cunningham that \$12,000 in gifts from various donors be accepted to establish the Robert B. Williamson Memorial Excellence Fund in the College of Business Administration and the Graduate School of Business at U. T. Austin.

Income earned from the endowment will be used for programs and activities recognizing excellence in the faculty and student body.

### BACKGROUND INFORMATION

Dr. Robert Williamson, a former Professor of Finance, received his B.A. in Economics at U. T. Austin in 1947. Dr. Williamson's academic career in the College of Business Administration and Graduate School of Business at U. T. Austin extended from 1963 to 1975.

22. U. T. Austin: Recommendation to Appropriate Matching Funds from The Regents' Endowed Student Fellowship and Scholarship Program for Previously Established Endowments.--

### RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and President Cunningham that matching funds totalling \$1,359,431.65 be appropriated from The Regents' Endowed Student Fellowship and Scholarship Program for the following (Pages L&I 21 - 23) previously established endowments at U. T. Austin to be used to increase the endowments.

<u>Eligible Endowment and Date of Establishment</u>	<u>Qualifying Gift</u>	<u>Matching Amount</u>
<u>University</u>		
A. Odell Fletcher Endowed Presidential Scholarship 6/8/89	\$ 25,605	\$ 12,802.50
Eugene McDermott Texas Excellence Award for Scholarship and Leadership 12/8/88	\$ 175,000	\$ 87,500
<u>School of Architecture</u>		
Mike and Maxine K. Mebane Endowed Traveling Scholarship in Architecture 8/10/89	\$ 146,500	\$ 73,250
<u>College of Business Administration</u>		
Annie Whittenburg Walker Memorial Endowed Presidential Scholarship 8/10/89	\$ 25,000	\$ 12,500
<u>College of Business Administration/ Graduate School of Business and School of Law</u>		
Charles L. Sandahl, Jr. Endowed Scholarship for Physically Disabled Students 8/10/89	\$ 40,000	\$ 20,000
<u>College of Engineering</u>		
Virginia and Ernest Cockrell, Jr. Fellowships in Engineering 4/6/89	\$1,276,650	\$523,350
Basdall Gardner Memorial Graduate MCD Fellowships in Engineering 2/9/89	\$ 244,000	\$100,000
Uniden Corporation of America Endowed Scholarships in Engineering 12/8/88	\$ 170,000	\$ 85,000
<u>College of Fine Arts</u>		
Willie Nelson Endowed Presidential Scholarship 4/6/89	\$ 35,000	\$ 17,500

<u>Eligible Endowment and Date of Establishment</u>	<u>Qualifying Gift</u>	<u>Matching Amount</u>
<u>School of Law</u>		
Robert S. Strauss Endowed Presidential Scholarship in Law 2/9/89	\$ 280,000	\$140,000
Stanley P. and Claudie P. Wilson Endowed Presidential Scholarship for Excellence in Trial Advocacy 4/6/89	\$ 25,000	\$ 12,500
<u>College of Natural Sciences</u>		
Karl Frederick Hagemeier, Jr. Memorial Endowed Presidential Scholarship 8/10/89	\$ 25,575	\$ 12,878.50
Carl Gottfried Hartman Graduate Fellowship Endow- ment Fund 6/8/89	\$ 100,000	\$ 50,000
Motorola Endowed Scholarship 4/6/89	\$ 25,000	\$ 12,500
Royston M. Roberts Fellowship in Chemistry 2/9/89	\$ 25,000	\$ 12,500
Stanley H. and Kathleen F. Simonsen Fellowship in Chemistry 8/10/89	\$ 25,000	\$ 12,500
Marie Smith Regents Endowed Scholarship in Chemistry 6/8/89	\$ 25,000	\$ 12,500
John A. Wheeler Graduate Fellow- ship in Physics 6/8/89	\$ 26,056	\$ 13,028
<u>College of Pharmacy</u>		
Glenn Smith Memorial Scholar- ship Endowment 6/8/89	\$ 67,800	\$ 33,840

<u>Eligible Endowment and Date of Establishment</u>	<u>Qualifying Gift</u>	<u>Matching Amount</u>
<u>School of Social Work</u>		
George Herbert Endowed Scholarship 8/10/89	\$ 25,000	\$ 12,500
August "Gus" N. Swain Endowed Scholarship 8/10/89	\$ 25,000	\$ 12,500

The following endowments qualify for matching under The Regents' Endowed Student Fellowship and Scholarship Program by virtue of being existing student fellowship or scholarship endowments which have received a minimum of \$10,000 in additional gifts from private sources during the 1987-89 biennium.

<u>Eligible Endowment and Date of Establishment</u>	<u>Qualifying Gift</u>	<u>Matching Amount</u>
<u>University</u>		
The Ex-Students' Association Endowed Scholarships 8/11/88	\$ 58,300	\$ 29,150
Hinds-Webb Scholarship Fund 4/25/64	\$ 26,998	\$ 13,499
<u>College of Education</u>		
C. C. and Lottie Mae Colvert Fellowship 6/11/87	\$ 22,120	\$ 11,060
Royal B. Embree, Jr. Scholarship 12/6/85	\$ 10,000	\$ 5,000
<u>College of Engineering</u>		
Talbot S. Huff, Sr. Highway Engineering Graduate Fellowship 8/11/88	\$ 29,147.31	\$ 14,573.65
<u>College of Natural Sciences</u>		
Gilbert H. Ayres Fellowship in Chemistry 8/11/88	\$ 14,000	\$ 7,000
Robert E. Eakin Endowed Centen- nial Scholarship 6/11/82	\$ 10,000	\$ 5,000
H. L. Lochte Fellowship/ Scholarship 4/11/85	\$ 10,000	\$ 5,000



## BACKGROUND INFORMATION

The guidelines for matching gifts under The Regents' Endowed Student Fellowship and Scholarship Program were adopted by the U. T. Board of Regents at the October 1987 meeting following authorization by the 70th Legislature allowing use of Available University Funds for matching gifts to fund scholarships and graduate fellowships. The purpose of The Regents' Endowed Student Fellowship and Scholarship Program has been to provide the long-term guaranteed financial aid necessary to attract and support an increased number of student scholars of high academic achievement at U. T. Austin through the combined use of private and university resources.

The success of fund raising efforts for endowed student support at U. T. Austin during the 1987-89 biennium was in large part due to The Regents' Endowed Student Fellowship and Scholarship Program. Gifts qualifying under the Program quickly exceeded the allocated \$3,000,000 amount. After matching funds were exhausted, endowments were presented to the U. T. Board of Regents with reservation to request matching funds from the 1989-91 Program extension.

23. U. T. El Paso: Recommendation to Accept Gift to Establish the Alpha Phi Omega Social Fraternity Endowed Fund.--

## RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and President Natalicio that a \$14,400 gift from the Alpha Phi Omega Social Fraternity, El Paso, Texas, be accepted to establish the Alpha Phi Omega Social Fraternity Endowed Fund at U. T. El Paso.

Income earned from the endowment will be used by the College of Engineering and the Department of Geological Sciences for three annual awards. Part of the income will be used to provide for the purchase and engraving each year of plaques in the names of the annual awardees. The remaining income will be divided into three equal cash awards to the awardees. The awards shall be given to students who show the most promise of a constructive professional contribution to society and to the development of engineering and/or geology.

## BACKGROUND INFORMATION

The Alpha Phi Omega Social Fraternity was organized at U. T. El Paso, formerly the Texas College of Mines and Metallurgy, in 1919, and remained active until 1973. The Fraternity's membership consisted primarily of students majoring in engineering and geology.

24. U. T. El Paso: Recommendation to Accept Gifts to Establish the Dr. Anton H. Berkman Endowed Fund.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and President Natalicio that a \$50,000 challenge grant from National Medical Enterprises, Inc., Los Angeles, California, and \$58,605.25 in gifts from various donors for a total of \$108,605.25 be accepted to establish the Dr. Anton H. Berkman Endowed Fund at U. T. El Paso.

Income earned from the endowment will be used in support of the Department of Biological Sciences to encourage excellence in teaching and student research.

BACKGROUND INFORMATION

Dr. Anton H. Berkman, deceased May 14, 1973, served at U. T. El Paso for almost forty years as a faculty member, Chairman of the Department of Biological Sciences, Dean of Student Life, Dean of the School of Arts and Sciences, and, in August 1960, Interim President.

25. U. T. El Paso: Recommendation to Accept Gifts to Establish the Vera Wise Memorial Scholarship Fund.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and President Natalicio that \$13,264.03 in gifts from various donors be accepted to establish the Vera Wise Memorial Scholarship Fund at U. T. El Paso.

Income earned from the endowment will be used to award annual scholarships to upper level Department of Art students who have exhibited outstanding talent.

BACKGROUND INFORMATION

The Vera Wise Memorial Scholarship Fund is being established by friends of Vera Wise and members of Chi Omega Sorority. Mrs. Wise joined the faculty of U. T. El Paso in 1939. She was the second woman to attain the rank of full professor and was the first chairman of the Art Department. Mrs. Wise supported Chi Omega Sorority for many years.

26. U. T. Pan American: Recommendation to Accept Gift for Unrestricted Use.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and President Nevarez that a \$1,500,000 gift from Houston Endowment Inc., Houston, Texas, be accepted and used for unrestricted purposes at U. T. Pan American.

BACKGROUND INFORMATION

Houston Endowment Inc. is a philanthropic foundation endowed by Mr. and Mrs. Jesse H. Jones. The foundation has previously established several endowments at U. T. System component institutions including endowed academic positions and scholarships.

See Item 5 on Page F&F - 17 related to naming the U. T. Pan American Administration Building.

27. U. T. San Antonio: Recommendation to Accept Gifts and Pledges to Establish The James W. Wagener Endowed Presidential Scholarship.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs that \$46,235 in gifts and \$8,890 in pledges from various donors for a total of \$55,125 be accepted to establish The James W. Wagener Endowed Presidential Scholarship at U. T. San Antonio.

Income earned from the endowment will be used annually to award a scholarship to an outstanding student who will be named the James W. Wagener Presidential Scholar.

BACKGROUND INFORMATION

Dr. James W. Wagener retired as President of U. T. San Antonio effective August 31, 1989. This endowment is being funded by faculty, staff, and friends in the community to honor his 11 years of service to U. T. San Antonio. During Dr. Wagener's tenure at U. T. San Antonio, student enrollment increased from 8,885 to 13,000.

28. U. T. Southwestern Medical Center - Dallas: Recommendation to Accept Gifts to Establish the John H. Childers, M.D. Professorship in Pathology and Eligibility for Matching Funds Under the Texas Eminent Scholars Program.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Health Affairs and President Wildenthal that \$100,000 in gifts from various donors be accepted to establish the John H. Childers, M.D. Professorship in Pathology at the U. T. Southwestern Medical Center - Dallas.

It is further recommended that the actual income which will be earned on the \$100,000 gift be certified to the appropriate State authorities for matching under the Texas Eminent Scholars Program as set out in Chapter 51, Subchapter I of the Texas Education Code, when matching funds are made available under that act.

BACKGROUND INFORMATION

Dr. John Childers, deceased, was a longtime Professor of Pathology at the U. T. Southwestern Medical Center - Dallas who received his M.D. from the U. T. Medical Branch - Galveston in 1946. Dr. Childers received much of his training at the U. T. Medical Branch - Galveston and served as a faculty member from 1950 to 1960. In 1979, Dr. Childers joined the U. T. Southwestern Medical Center - Dallas as Professor of Pathology and served in this capacity until his retirement in 1988.

29. U. T. Southwestern Medical Center - Dallas: Recommendation to Accept Gifts to Establish the Rolland C. Reynolds, M.D. Endowment Fund.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Health Affairs and President Wildenthal that \$10,000 in gifts from various donors be accepted to establish the Rolland C. Reynolds, M.D. Endowment Fund at the U. T. Southwestern Medical Center - Dallas.

Income earned from the endowment will be used to award scholarships to medical students who are interested in pathology.

BACKGROUND INFORMATION

Rolland C. Reynolds, M.D., deceased, was a 1956 graduate of the U. T. Southwestern Medical School - Dallas. He joined the faculty of the U. T. Southwestern Medical Center - Dallas in 1961 and achieved full Professor status in 1969.

30. U. T. Southwestern Medical Center - Dallas: Recommendation to Accept Bequest to Establish the Hall and Mary Lucile Shannon Distinguished Chair in Surgery.--

RECOMMENDATION

President Wildenthal reports that the Southwestern Medical Foundation (an external foundation) has received a bequest to fund the Hall and Mary Lucile Shannon Distinguished Chair in Surgery at the U. T. Southwestern Medical Center - Dallas. The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Health Affairs and President Wildenthal that this Distinguished Chair be established in accordance with the Regents' Rules and Regulations. The funds for the Distinguished Chair will be held and administered by the Southwestern Medical Foundation per the agreement with the Foundation.

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

BACKGROUND INFORMATION

Mrs. Mary Lucile Shannon, deceased, was the widow of Hall Shannon, M.D., a well-known Dallas surgeon and community leader. Mrs. Shannon served as President of the Dallas County Medical Society Auxiliary and was instrumental in organizing the Visiting Nurses Association.

31. U. T. Southwestern Medical Center - Dallas: Recommendation to Accept Gifts to Establish the Touchstone/West Distinguished Chair in Diabetes Research and Eligibility for Matching Funds Under the Texas Eminent Scholars Program.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Health Affairs and President Wildenthal that a \$250,000 gift from the Touchstone Family, Dallas, Texas, a \$150,000 gift from the West Foundation, Fort Worth, Texas, \$400,000 in gifts from two anonymous donors, a \$50,000 gift from Mr. Cecil Green, Dallas, Texas, and a \$150,000 gift from the Southwestern Medical Foundation (to be held in trust by the Foundation) for a total of \$1,000,000 be accepted to establish the Touchstone/West Distinguished Chair in Diabetes Research at the U. T. Southwestern Medical Center - Dallas.

It is further recommended that the actual income which will be earned on the \$850,000 in gifts be certified to the appropriate State authorities for matching under the Texas Eminent Scholars Program as set out in Chapter 51, Subchapter I of the Texas Education Code, when matching funds are made available under that act.

### BACKGROUND INFORMATION

Mr. and Mrs. Lucian Touchstone, Dallas, Texas, have previously provided funds to equip the Gifford Laboratories for Diabetes Research. The West Charitable Trust was established by Mrs. Eunice West and James L. West, deceased, Fort Worth, Texas. Mrs. West supports higher education and medical research and has a special interest in diabetes research.

See Item 1 on Page HAC - 2 related to a proposed appointment to this Distinguished Chair.

32. U. T. Medical Branch - Galveston: Recommendation to Accept Gifts to Establish The Estelle Greenwalt Fund for Orthopaedic Resident Education.--

### RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Health Affairs and President James that \$10,000 in gifts from various donors be accepted to establish The Estelle Greenwalt Fund for Orthopaedic Resident Education at the U. T. Medical Branch - Galveston.

Income earned from the endowment will be used to support orthopaedic resident education.

### BACKGROUND INFORMATION

Ms. Estelle Greenwalt was employed in the Surgery Department at the U. T. Medical Branch - Galveston for 48 years. This fund raising program began upon Ms. Greenwalt's retirement in 1985 to honor her service to the U. T. Medical Branch - Galveston.

33. U. T. Medical Branch - Galveston: Recommendation to Accept Gifts to Establish the Bennie O. White, M.D. and Irene C. White Scholarship.--

### RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Health Affairs and President James that \$2,500 in gifts from the families of Mr. Ben O. White, Jr. and Robert E. White, M.D., Houston, Texas, and \$7,500 in gifts from various donors for a total of \$10,000 be accepted to establish the Bennie O. White, M.D. and Irene C. White Scholarship at the U. T. Medical Branch - Galveston.

Income earned from the endowment will be used to award scholarships to students who demonstrate genuine financial need and superior academic aptitude through past academic achievements. Special consideration should be given to students declaring interest in family practice when all other criteria are equal.

#### BACKGROUND INFORMATION

This endowment is being funded to honor Bennie O. White, M.D., and Mrs. Irene C. White. Dr. White received his M.D. from the U. T. Medical Branch - Galveston in 1934. Mrs. White was a faithful supporter of her husband's medical practice.

34. U. T. Health Science Center - Houston: Recommendation to Accept Gifts to Establish the C. Frank Webber, M.D. Prize for Student Research Endowment Fund.--

#### RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Health Affairs and Interim President Ribble that \$10,045 in gifts from various donors be accepted to establish the C. Frank Webber, M.D. Prize for Student Research Endowment Fund at the U. T. Health Science Center - Houston.

Income earned from the endowment will be used to present an annual cash award to the top student participant of a ten week Summer Student Research Program for medical students who have completed their first year and for undergraduates from colleges and universities throughout the country.

#### BACKGROUND INFORMATION

The C. Frank Webber, M.D. Prize for Student Research Endowment Fund is designed to encourage academic research, meet the early research needs of medical students and to attract exemplary students to the U. T. Health Science Center - Houston. This endowment is being funded in memory of C. Frank Webber, M.D., to honor his commitment to students, faculty and the community. Prior to his death, Dr. Webber served as Dean, Assistant Dean for Community Affairs and Chairman of the Department of Family Practice and Community Medicine in the U. T. Medical School - Houston.

35. U. T. M.D. Anderson Cancer Center: Recommendation to Accept Bequest from the Estate of Charles H. Fay, Houston, Texas.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Health Affairs and President LeMaistre that a \$10,000 bequest from the Estate of Charles H. Fay, Houston, Texas, be accepted for use in general institutional purposes at the U. T. M.D. Anderson Cancer Center.

BACKGROUND INFORMATION

Mr. Charles Fay, deceased, was formerly a patient at the U. T. M.D. Anderson Cancer Center and was very grateful for the outstanding treatment he received from the employees of the U. T. M.D. Anderson Hospital. The U. T. M.D. Anderson Cancer Center was named along with two other beneficiaries to receive \$10,000 or, if less, ten percent of the value of Mr. Fay's residual estate.

III. INTELLECTUAL PROPERTY MATTERS

1. U. T. System: Recommendation for Approval of Proposed Master Grant Agreement with the Foundation for Research, Carson City, Nevada.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs, the Executive Vice Chancellor for Health Affairs and the Executive Vice Chancellor for Asset Management that the U. T. Board of Regents approve the proposed Master Grant Agreement set out on Pages L&I 33 - 40 between the U. T. Board of Regents and the Foundation for Research (Foundation), Carson City, Nevada, a Nevada corporation created by trustees of the Clayton Foundation, Houston, Texas, for funding by the Foundation of certain medical and scientific research to be conducted by certain component institutions of the U. T. System.

BACKGROUND INFORMATION

The Foundation for Research (Foundation) is a Nevada nonprofit corporation established for the purpose of making grants to fund medical and scientific research. The Foundation was created recently by trustees of the Clayton Foundation (Clayton), Houston, Texas, a nonprofit corporation, which presently supports research at U. T. Austin, the U. T. M.D. Anderson Cancer Center and the U. T. Health Science Center - Houston. Clayton



has transferred a portion of its assets to the Foundation to provide a source of funds for grants. Whereas Clayton conducts research using its own personnel and facilities, the Foundation will make research grants to other research institutions.

The proposed Master Grant Agreement is for a five year term and is similar in terms to approved research affiliation agreements with Clayton. Under the proposed agreement, the Foundation will approve specific medical or scientific research projects proposed by U. T. System components and then provide research funding pursuant to specific program agreements. The proposed agreement provides that the Foundation will own any inventions or other technologies developed during the course of the sponsored research and that royalties received from licensing inventions and technologies will be apportioned between the Foundation and the relevant U. T. System component institution according to the respective contributions of the parties to the funding of the related research project. The proposed agreement provides that royalty income apportioned to the Foundation will be shared with the research investigator in the same percentage that the investigator would have received under the U. T. System Intellectual Property Policy. The balance of the Foundation's share of the royalty will normally be dedicated, at the Foundation's discretion, to funding related research at the component institution performing the original research.

The proposed agreement requires approval by the U. T. Board of Regents pursuant to Part Two, Chapter V, Section 2, Subsection 2.4, Subdivision 2.49 of the Regents' Rules and Regulations because the ownership provision varies from the provisions of the U. T. System Intellectual Property Policy.

Specific program agreements will be subject to prior administrative review and approval by the U. T. Board of Regents as appropriate. The proposed Master Grant Agreement has been reviewed by the Office of General Counsel.

## MASTER GRANT AGREEMENT

This Agreement effective the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, between the Foundation for Research, a Nevada nonprofit corporation (the "Foundation"), and The Board of Regents of The University of Texas System (the "System"), is made with reference to the following facts:

A. It is the desire of the parties that the Foundation make grants to fund certain medical and scientific research to be conducted by certain component institutions of the System (such component institutions being referred to herein as "Grantees" or in the singular as a "Grantee").

B. It is the desire of the parties that the Grantees employ the most talented and productive investigators available to engage in the research to be funded hereunder, provide their investigators with maximum autonomy and freedom consistent with the various requirements imposed by the Foundation hereunder and with the System's and their own requirements, and make every effort to conduct the research in such a manner so as to produce results that are valid and advance the state of learning and knowledge in the fields of medicine and science, thereby benefiting and being useful to the public.

NOW, THEREFORE, it is mutually agreed as follows:

1. Purpose: The purpose of this Agreement is to provide for funds to be granted by the Foundation to various Grantees for specific medical and scientific research projects, to impose restrictions and conditions on the Grantees' use of such funds and to expressly set forth the agreement between the parties hereto as to the respective rights to any proprietary property or assets of any kind or nature resulting from, or arising out of, the research funded hereunder.

2. Location: The medical and scientific research to be funded by the Foundation hereunder shall be conducted in the facilities of the various Grantees, and in other appropriate

locations as may be required so as to reasonably facilitate such medical or scientific research.

3. Program Grant Agreements: The specific medical or scientific research projects to be funded by the Foundation hereunder, including personnel and budgets, will be agreed upon by the Foundation, the System and the various Grantees in specific Program Grant Agreements. Such projects will be subject to all of the terms and conditions of such specific Program Grant Agreements as well as all terms and conditions hereof. In the event of any conflict or discrepancy between the terms and conditions of any Program Grant Agreement and the terms and conditions hereof, the terms and conditions hereof shall control.

4. Conduct of Research: All activities conducted by any Grantee pursuant to this Agreement and specific Program Grant Agreements shall conform to the applicable policies of the System and the particular Grantee. The Grantee shall be responsible for obtaining any and all appropriate or required approval for such activities. All research will be under the complete control and supervision of the Grantee, and all individual investigators shall be employees of the Grantee and not the Foundation. Accordingly, the parties hereto agree that each Grantee hereunder will accept and assume all liability which may arise out of any research activities funded hereunder, and, in this regard, to the extent authorized under the Constitution and Laws of the State of Texas, the System agrees to indemnify and hold harmless the Foundation and its officers, trustees, employees, representatives, agents, successors, assigns, and affiliated entities (referred to collectively below as the "Foundation Agents"), from and against any and all liabilities, expenses (including attorneys' fees), losses, damages, judgments and costs of any kind incurred as a result of claims arising out of the conduct of a research project by a Grantee hereunder, except for liabilities arising as a result of negligence or bad faith of the Foundation or Foundation Agents.

5. Agreement as to Proprietary Rights: Any inventions or discoveries made, and any technology or know-how developed, during the course of research under this Agreement, which may, or may not be patentable, or copyrightable, shall be treated in the manner prescribed in Appendix A attached hereto.

6. Period of Agreement: This Agreement is for a period of five years from the effective date hereof and shall be automatically extended for additional five-year periods from and after the expiration of the first and each succeeding five-year period, unless six months or more prior to expiration of any five-year period either party shall give written notice to the other party that it has elected not to extend the term of this Agreement; provided, however, that either party may terminate this Agreement at any time by giving the other party six months' written notice of intention to terminate. Amendment of this Agreement shall be only in writing, signed and approved by each of the parties.

This Agreement is effective as of the day and year first above written.

FOUNDATION FOR RESEARCH

By: \_\_\_\_\_  
Robert Stewart, Jr.  
President

BOARD OF REGENTS OF THE UNIVERSITY  
OF TEXAS SYSTEM

By: \_\_\_\_\_  
Title: \_\_\_\_\_

## APPENDIX A

### PROPRIETARY PROPERTY

#### 1. Policy

The inventions and discoveries made and the know-how and technology developed during the course of research funded under this Agreement are valuable assets arising out of such research. These assets include inventions, discoveries, technology, know-how, and programs subject, or not subject, to being patented, or copyrighted, all of which are hereinafter referred to as "Proprietary Property." The Foundation and the System recognize that rights to this Proprietary Property, either limited or exclusive, can be a strong incentive for a private company to risk the money and effort needed to change research and Proprietary Property into a commercial product, or procedure, which is widely available to the public. Accordingly, the Foundation desires to obtain title to such Proprietary Property and, when feasible, to seek patent or copyright protection on such Proprietary Property resulting from research projects under this Agreement. The System is prepared to assist the Foundation in its desire to seek patent, or copyright, protection for certain of such Proprietary Property, and its desire to use such Proprietary Property in hastening the public enjoyment of the benefits of its research. In this regard, disclosures by an investigator of a Grantee shall be made to the Grantee in accordance with the Grantee's regular procedures; provided, however, that copies of any and all such disclosures shall be furnished to the Foundation by the Grantee immediately upon Grantee's receipt of such disclosure. Notwithstanding anything to the contrary herein, authors of scientific papers shall be entitled to retain the copyright to the extent provided by the policies and procedures of the Grantee.

#### 2. Proprietary Property

Proprietary Property developed out of research funded solely by the Foundation shall be owned by the Foundation. In the case of Proprietary Property developed out of research projects conducted under this Agreement which are funded jointly by the

Foundation and by the System or any Grantee, either party may request that a patent or copyright application be filed therefor. The Foundation shall have the right to file patent applications, including utility models, and copyrights and to secure ownership to the same in the name of the Foundation in every country in the world and shall have the right to make the final decision with respect to the subject matter thereof, reserving the right to abandon or cease maintaining the same. In the event that the Foundation elects not to file such a patent application, or copyright, or to abandon any such patent application, or ceases maintaining such a patent, the Foundation shall give thirty (30) days' notice prior to such election, and the System shall have the right to file for, assume the prosecution of, or maintain the same, and the Foundation agrees to assign title thereto to the System. The party filing the patent application, or copyright, prosecuting the application or maintaining the application shall have the full control over the same; however, such party shall provide the other party with copies of all documents with respect thereto and will consider any comments or suggestions made by the other party prior to filing or responding to office actions. The parties further agree that all expenses thereof shall be apportioned according to the respective contributions of the parties to the funding of the research project out of which the Proprietary Property arose.

3. Royalties

- (a) Royalties received from Proprietary Property shall be apportioned according to the respective contributions of the parties to the funding of the research project out of which the Proprietary Property arose.
- (b) The patent policy of the Foundation for the use of any royalty income apportioned to the Foundation from a patent or copyright arising out of a research project funded under this Agreement is as follows:
  - (1) The investigator shall receive the same percentage of the royalty that he would have received as an

investigator under the then-existing patent policy of the Grantee; and

(2) The balance of such royalty will normally be dedicated to funding further research by the Grantee on the same or a related project out of which the Proprietary Property arose; provided, however, that the Foundation, in the sole discretion of its trustees, reserves the right to utilize part or all of such balance of the royalty to fund other research projects of the Grantee or of any other institution or for any other purpose.

(c) The Foundation (or the System if it is assigned title to the Proprietary Property under Paragraph 2 above) shall receive and disburse royalty income pursuant to subparagraph (a) above with respect to joint Proprietary Property of the Foundation and the System and shall keep accurate records detailing the basis for such disbursements. The party receiving and disbursing royalty income under the preceding sentence shall, before the end of the calendar quarter next succeeding the close of each calendar year, provide a written report to the other party detailing royalty receipts and disbursements for the immediately preceding calendar year and shall thereupon make the payments declared therein to be due.

#### 4. Litigation

It may become necessary to enforce one or more of the patents, or copyrights, contained in the Proprietary Property obtained under Paragraph 2 above against infringers. All costs of litigation, including attorneys' fees, shall be deducted from any royalties, judgments or other amounts received on the Proprietary Property in suit before distribution in accordance with the provisions of Paragraph 3, subparagraph (a) above. If such costs exceed royalties, judgments or other amounts received

on the Proprietary Property in suit, the excess shall be borne by the parties in proportion to their respective interests in the patent or copyright; provided, however, that either party may elect to decline to bear its share of such costs, but in such event the other party shall be entitled to recover an amount equal to twice its excess costs prior to the declining party being entitled to receive any distribution under this Agreement.

5. General Provisions

- (a) The term "royalty" (which includes any consideration received from the licensing, use, sale or other disposition of Proprietary Property) as used in this Agreement refers to a net royalty, and the Foundation and/or the System shall first recoup all costs and expenses (including attorneys' fees) incurred in applying for, obtaining, maintaining, protecting and licensing any particular Proprietary Property before any royalty income received from such Proprietary Property is disbursed under this Agreement.
- (b) In the event that the Foundation is making the patent application with respect to a particular Proprietary Property, the System will use reasonable efforts to either require the employee (or employees) of the Grantee with rights in such particular Proprietary Property to assign such rights to the System, and the System will in turn assign such rights to the Foundation, or to cause such employee (or employees) to assign such rights directly to the Foundation as a matter of convenience.
- (c) Where two or more persons are jointly responsible for the invention of a particular Proprietary Property, only one royalty will be paid, and the parties agree that the royalty the Foundation is to pay under clause (1) of subsection (b) of paragraph 3 hereof shall be divided among the co-inventors in proportion to their relative contribution to its invention. In the event



of a dispute as to the existence of co-inventors, their identity or their relative contributions to a particular Proprietary Property, the Grantee shall be responsible for settling such dispute in accordance with its usual policies and procedures, and its determination shall be final.

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2. U. T. Arlington: Recommendation for Approval of Subcontract Agreement with Chronos Research Laboratories, Inc., San Diego, California.--

#### RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and President Nedderman that the U. T. Board of Regents approve a Subcontract Agreement between U. T. Arlington and Chronos Research Laboratories, Inc., San Diego, California, in substantially the form set out on Pages L&I 42 - 48. The agreement deviates from the U. T. System Intellectual Property Policy on the ownership of patents. However, in the judgment of President Nedderman the potential benefit of this agreement to the institution outweighs any risks related to the policy deviation.

#### BACKGROUND INFORMATION

Pursuant to a Subcontract Agreement with U. T. Arlington, Chronos Research Laboratories, Inc. (Chronos) will provide \$43,375 for a project entitled "Conjugated Polymers with Polar or Polarizable Side Groups." The project will be directed by Dr. John Reynolds, Department of Chemistry, U. T. Arlington, and will be conducted as an approved subcontract under an agreement between Chronos and the Air Force Office of Scientific Research for a project entitled "Enhanced Superconductors."

Pursuant to the Regents' Rules and Regulations, Part Two, Chapter V, Subdivision 2.492 related to intellectual property, proposed agreements deviating substantially from the U. T. System Intellectual Property Policy require appropriate administrative approval and submission to the U. T. Board of Regents via the agenda.

The proposed agreement deviates from the Intellectual Property Policy which requires at Subdivision 2.453 that intellectual property resulting from supported research is subject to ownership by the U. T. Board of Regents. The proposed agreement with Chronos places patent ownership of the research product, if patentable, 51% in Chronos and 49% in the U. T. Board of Regents. The proposed agreement allows Chronos to grant licenses, if any, and splits potential royalties equally between the U. T. Board of Regents and Chronos. President Nedderman is of the opinion that the potential benefits to be gained from the agreement outweigh the potential impact of the provisions related to possible intellectual property ownership. Additionally, the proposed research offers contributions to the education and research missions that provide gains potentially greater than any which might accrue from intellectual property resulting from the proposed Chronos-funded research. The Chancellor and the Executive Vice Chancellor for Academic Affairs agree that the value to be received from this agreement supports the recommended approval. The proposed agreement has been reviewed by the Office of General Counsel.

SUBCONTRACT AGREEMENT  
between  
CHRONOS RESEARCH LABORATORIES, INC.  
and  
THE UNIVERSITY OF TEXAS AT ARLINGTON

This Agreement, entered into this 17th day of August, 1989 by and between CHRONOS LABORATORIES, INC. hereinafter referred to as "SPONSOR" and The Board of Regents of The University of Texas System for The University of Texas at Arlington, hereinafter referred to as "UTA".

WHEREAS, SPONSOR, is a recipient of Contract No. F49620-89-C-0100 from The Air Force Office of Scientific Research for a project entitled, "Enhanced Superconductors" and

WHEREAS SPONSOR desires that UTA perform certain work entitled, "Conjugated Polymers with Polar or Polarizable Side Groups" required as a subcontractor under Department of Defense Contract No. F49620-89-C-0100 and The University of Texas at Arlington is willing to undertake such work in accordance with the terms and conditions of this Agreement.

NOW, therefore, in consideration of the covenants and agreements set forth, the parties hereto agree as follows:

ARTICLE I - STATEMENT OF WORK

UTA shall perform the following work for the project:

A.) TASK 2

Formation of either poly(fluoroacetylene)(PFA) or poly(cyanoacetylene(PCNA));

B.) TASK 3

Synthesis of polymer films with the best electrical properties.

See EXHIBIT A for detailed work statement.

ARTICLE II - PERIOD OF PERFORMANCE

The period of performance for this agreement shall be as follows:

A.) TASK 2      October 1, 1989 to  
                         February 15, 1990

B.) TASK 3      February 16, 1990 to  
                         June 30, 1990

Special note: should SDI/AFOSR continue funding sponsor for the second year (July 1, 1990 to June 30, 1991), this Agreement shall continue in force upon submission of a work statement and cost price proposal.

#### ARTICLE III - ESTIMATED COST

- A.) The estimated cost of this Agreement is \$43,375.
- B.) Funds shall be expended in accordance with the attached budget set forth and incorporated as EXHIBIT B.

#### ARTICLE IV - PAYMENT SCHEDULE

- A.) Payment shall be made by SPONSOR in equal payments according to the following schedule: 1st payment October 1, 1989 = \$10,844; 2nd payment December 1, 1989 = \$10,844; 3rd payment February 16, 1990 = \$10,844 and 4th payment April 16, 1990 = \$10,843.

#### ARTICLE V - PUBLICATION

- A.) At any such time as any article resulting from work under this Agreement is proposed for publication in a scientific, technical, or professional journal or publication, UTA shall furnish SPONSOR with a draft copy of any proposed publication ninety (90) days in advance of planned submission for publication. This will avoid potential loss of intellectual property rights involving patent applications. Following publication, three reprints shall be furnished to SPONSOR.
- B.) SPONSOR shall not use the name of the University (except in an acknowledgment of sponsorship of this Agreement) in publications, advertising, or for any other commercial purpose without the written approval of UTA. The SPONSOR shall not state or imply in any publication, advertisement, or other medium that any product or service bearing any of the SPONSOR'S names or trademarks, and manufactured, sold, or distributed by SPONSOR, has been tested, approved, or endorsed by UTA.

#### ARTICLE VI - PATENT RIGHTS AND INTELLECTUAL PROPERTY

This Agreement shall be construed so as to conform to the The University of Texas System "Intellectual Property Policy & Guidelines", as amended by the U. T. Board of Regents, October 9, 1987, except for the following amendments.

- A.) Patentable inventions and trade secrets created under this research project shall be owned jointly by the SPONSOR and The University of Texas System with SPONSOR having the right to grant licenses;
- B.) Ownership shall be 51% SPONSOR and 49% The University of Texas System;

- C.) All consideration received in respect of licenses shall be divided 50% SPONSOR and 49% The University of Texas System;
- D.) The SPONSOR shall pay all costs associated with obtaining a patent and in consultation with UTA will attend to filing of all patent applications.
- E.) In the event one of the parties has no interest in pursuing a patent in a particular jurisdiction, all intellectual property rights will be assigned to the other party.

#### ARTICLE VII - LIABILITY

- A.) SPONSOR shall, to the extent allowed by the laws of the State of California, accept responsibility for its actions resulting from SPONSOR'S negligent acts or omissions pertaining to its activities carried out by reason of obligations under this Agreement and will indemnify and hold harmless UTA, The University of Texas System their regents, officers, agents and employees from any liability or loss resulting from judgements or claims against them arising out of the activities to be carried out pursuant to the obligations of this agreement, including but not limited to the use by SPONSOR of the results of the study.
- B.) UTA shall, to the extent authorized under the Constitution and laws of the State of Texas, accept responsibility for its actions resulting from the UTA's negligent acts or omissions pertaining to its activities carried out by reason of obligations under this Agreement.

#### ARTICLE VIII - SUSPENSION OR TERMINATION

- A.) This Agreement may be terminated by either party by giving the other a minimum of sixty (60) days prior written notice. If the SPONSOR terminates this Agreement prior to June 30, 1990, SPONSOR shall pay for all direct costs, up to and including the effective date of termination, and for all non-cancellable obligations made before receipt of notice of termination, even though they may extend beyond such termination date.
- B.) If UTA terminates this Agreement, the SPONSOR shall pay the University for all direct costs incurred and applicable indirect costs, up to and including the effective date of termination.
- C.) Upon termination ownership of intellectual property shall revert to the party creating that property.

#### ARTICLE IX - AMENDMENTS

This Agreement may be amended only by the mutual written agreement of the parties.

ARTICLE X - KEY PERSONNEL

UTA's principle investigator (PI) is Dr. John Reynolds, Associate Professor of Chemistry. The PI is not authorized to amend or alter this agreement. Any such amendments or alterations must be approved by written mutual agreement of the parties hereto.

ARTICLE XI - GOVERNING LAW

This Agreement shall be interpreted in accordance with the laws of the State of Texas.

ARTICLE XII - CORRESPONDENCE AND NOTICES

Any notices given under this agreement shall be in writing and delivered by first-class mail, postage prepaid.

Correspondence and notices to SPONSOR shall be addressed as follows:

Dr. Randall B. Olsen  
Chief Scientist and President  
CHRONOS RESEARCH LABORATORIES, INC.  
4186 Sorrento Valley Blvd., Suite H  
San Diego, California 92121  
Telephone (619) 455-8200 FAX (619) 455-7345

Correspondence and notices to UTA shall be addresses as follows:

Ms. Jackie C. Williams, Assistant Director  
Office of Sponsored Projects  
The University of Texas at Arlington  
P.O. Box 19145  
Telephone (817) 273-2105 FAX (817) 794-5656

ARTICLE XIII - EXHIBITS

Exhibits A and B are incorporated herein and made part hereof for all purposes.

ARTICLE XIV - INTEGRATION

This Agreement states the entire subcontract between the parties in respect to the subject matter of the Agreement with the exception of a confidentiality agreement SPONSOR and the PI. This Agreement supercedes any oral representation and negotiations. This Agreement may be modified only be written agreement executed by both parties.

In WITNESS WHEREOF, these duly authorized representatives of the parties hereby execute this Agreement.

CHRONOS RESEARCH LABORATORIES, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

The Board of Regents of  
The University of Texas System

By: \_\_\_\_\_  
James P. Duncan  
Executive Vice Chancellor  
for Academic Affairs

Date: \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
Arthur H. Dilly  
Executive Secretary to the  
Board of Regents

The University of Texas at Arlington

By: \_\_\_\_\_  
Wendell H. Nedderman  
President

Date: \_\_\_\_\_

Read and Understood:

\_\_\_\_\_  
John Reynolds  
Principal Investigator

**EXHIBIT A**

**STATEMENT OF WORK AND SCHEDULE OF "CONJUGATED POLYMERS WITH  
POLARIZABLE SIDE GROUPS**

**1. TASK 2 October 1, 1989 to February 15, 1990**

Elimination reactions will be carried out on the polymers prepared in Task 1 to form either poly(fluoroacetylene) (PFA) or poly(cyanoacetylene) (PCNA). Samples will be sent to Chronos Research Laboratories for analysis of electrical properties.

**Cost = \$21,687.50**

**2. TASK 3 February 16, 1990 to June 30, 1990**

Using results developed from electrical measurements in Task 2, syntheses will be directed to preparing polymer films with best electrical properties. Samples will be sent to Chronos Research Laboratories for analysis of electrical properties. Low defect PFA and PCNA are expected to be the most likely goal. A year end report will be prepared and submitted.

**Cost = \$21,687.50**

**TOTAL COST = \$43,375.00**



**EXHIBIT B**

**BUDGET**

**"CONJUGATED POLYMERS WITH POLAR OR POLARIZABLE SIDE GROUPS"**

**TASK 2      October 1, 1989 - February 15, 1990**

1.	Salaries and Wages (PDF, \$1,695.25/mo.)	\$ 7,629.00
2.	Fringe Benefits (27.5%)	2,098.00
3.	Expendables and Supplies	3,764.50
4.	Equipment	2,500.00
5.	Travel	<u>1,500.00</u>
	<b>TOTAL DIRECT</b>	<b>17,491.50</b>
	<b>INDIRECT (55% S&amp;W)</b>	<b><u>4,196.00</u></b>
	<b>TOTAL COST</b>	<b>\$21,687.50</b>

**TASK 3      February 16, 1990 - June 30, 1990**

1.	Salaries and Wages (PDF, \$1,695.25/mo.)	\$ 7,629.00
2.	Fringe Benefits (27.5%)	2,098.00
3.	Expendables and Supplies	6,264.50
4.	Equipment	-0-
5.	Travel	<u>1,500.00</u>
	<b>TOTAL DIRECT</b>	<b>17,491.50</b>
	<b>INDIRECT (55% S&amp;W)</b>	<b><u>4,196.00</u></b>
	<b>TOTAL COST</b>	<b>\$21,687.50</b>
	<b>TOTAL PROJECT COSTS</b>	<b>\$43,375.00</b>

3. U. T. M.D. Anderson Cancer Center: Recommendation for Approval of License Agreement with The LifeScience Corporation, Smithville, Texas.--

#### RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Health Affairs and President LeMaistre that the U. T. Board of Regents approve the License Agreement set out on Pages L&I 51 - 79 between the U. T. Board of Regents, for and on behalf of the U. T. M.D. Anderson Cancer Center, and The LifeScience Corporation, Smithville, Texas, for the licensing of and further research relating to multi-vitamin and mineral formulations.

#### BACKGROUND INFORMATION

The LifeScience Corporation (LifeScience) is a Texas corporation with principal offices in Smithville, Texas. LifeScience manufactures, packages and distributes multivitamins. Under the License Agreement, LifeScience is granted a royalty-bearing, exclusive, worldwide license to make, have made, use or sell multivitamin products incorporating formulations developed by Dr. Thomas J. Slaga of the U. T. M.D. Anderson Science Park. LifeScience will pay to the U. T. Board of Regents royalties equal to five percent (5%) of net sales plus one-half of all proceeds from sublicensing activities and will reimburse the U. T. Board of Regents for all patenting expenses. In addition, LifeScience will issue to the U. T. Board of Regents one hundred thousand (100,000) shares of nonassessable common stock of The LifeScience Corporation which is ten percent (10%) of the total shares issued to date. The U. T. Board of Regents is entitled to name at least one director to LifeScience's board of directors.

LifeScience will assign to Professor Slaga three hundred thousand (300,000) shares of its common stock, will appoint him a director on LifeScience's board of directors, and will retain him as a consultant and chairman of its board of scientific advisors.

The terms and conditions of the proposed agreement are consistent with the Intellectual Property Policy of The University of Texas System. However, the agreement is submitted to the Board of Regents as an agenda item for approval of the following:

- a. Acceptance by the U. T. Board of Regents of 100,000 shares of common stock of The LifeScience Corporation;
- b. Acceptance by the U. T. Board of Regents of a directorship on LifeScience's board of directors;

- c. Acceptance by Professor Slaga of 300,000 shares of common stock of The LifeScience Corporation; and
- d. Acceptance by Professor Slaga of a directorship on LifeScience's board of directors, retention as a consultant, and appointment to LifeScience's board of scientific advisors.

The proposed arrangement is the type contemplated by Section 51.912 of the Texas Education Code, and corresponding provisions of the U. T. System Intellectual Property Policy. Pursuant to Sections 2.471 and 2.462, Chapter V, Part Two of the Regents' Rules and Regulations, Board approval is necessary for Professor Slaga's proposed service to LifeScience and his equity ownership concurrent with approval of the proposed license agreement with LifeScience.

LICENSE AGREEMENT

Agreement made this 1<sup>st</sup> day of AUGUST, 1989 between the BOARD OF REGENTS of the University of Texas System (hereinafter referred to as ("BOARD")), a governing board established under the laws of the State of Texas, THE UNIVERSITY OF TEXAS M.D. ANDERSON CANCER CENTER (hereinafter referred to as "CANCER CENTER"), an educational institution located at Houston, Texas established under the laws of the State of Texas and a component institution of the University of Texas System (hereinafter referred to as "SYSTEM"), and The LifeScience Corporation, a corporation organized under the laws of the State of Texas, having facilities located in P.O. Box 89, Park Road One, Smithville, Texas 78957 (hereinafter referred to as "LICENSEE"):

WITNESSETH:

WHEREAS, CANCER CENTER is an academic medical center involved in cancer research and treatment; and

WHEREAS, Thomas J. Slaga, Ph.D., has developed multivitamin and mineral formulation and other nutritional supplements, and he is currently employed by CANCER CENTER; and

WHEREAS, CANCER CENTER wishes to have any present and future inventions and patents utilized in the public interest by transfer to the marketplace; and

WHEREAS, LICENSEE represents and warrants that it has skills, expertise, and/or access in the general areas of multivitamin markets, business organization and operations, and the development, production, manufacture, packaging and distribution of said vitamins; and

WHEREAS, LICENSEE desires to assist CANCER CENTER in research on, development of and commercialization of the processes described hereunder, and to obtain a worldwide royalty-bearing exclusive license with right to grant sublicense under any patent rights which may be obtained thereunder;

NOW, THEREFORE CANCER CENTER and LICENSEE agree as follows:

I. Definitions.

- A. "Vitamin Formulations" shall mean and include proprietary multivitamin and mineral formulations, nutrient supplements, other beneficial compounds, processes, uses and methods described in Invention Disclosure No. 89-042, dated June 16, 1989, and any patent application based on this invention disclosure filed with the United States Patent and Trademark Office, and any continuation, or divisional application.
- B. "Improvements" shall mean and include any new patent application or continuation-in-part patent application originating from Vitamin Formulations.
- C. "Net Proceeds of Sale" shall mean LICENSEE'S gross receipts actually collected from the sale of Licensed Products, less the sum of

reasonable rebates or allowances for return of goods.

D. "Products" shall mean products made from the Vitamin Formulations.

## II. Representations.

BOARD represents and warrants that it has the right to grant to LICENSEE the rights granted herein, that it has executed no contract or agreement in conflict herewith, and that it has not granted to any other person, firm, corporation or any other legal entity any right, license or privilege that is inconsistent with the rights granted herein.

CANCER CENTER warrants that it has the power and authority to execute this License Agreement.

## III. Development Activities.

In order to reduce the Vitamin Formulations into marketable form, extensive research and development activities may be conducted under the direction of CANCER CENTER. LICENSEE grants CANCER CENTER first right of refusal on all proposed sponsored research and development. Proposed sponsored research and development is research and development not conducted by LICENSEE'S staff. LICENSEE agrees to compensate CANCER CENTER for such sponsored research and development in a mutually agreed upon manner. LICENSEE agrees to elect, retain and/or appoint Thomas J. Slaga, Ph.D. as consultant, chairman of board of scientific advisors, and/or member of the board of directors of LifeScience Corporation.

IV. Patents.

Patent applications, for U.S. and foreign filings, shall be prepared on all inventions arising out of work pursuant to this Agreement, or future consultation or research agreements, and deemed to be of patentable value by CANCER CENTER or LICENSEE. CANCER CENTER agrees that it or its agents will draft, file and prosecute such applications, and LICENSEE will pay the cost of drafting, filing, prosecution, and maintenance thereof. BOARD is the owner of the patent rights defined, conceived, discovered and reduced to practice by CANCER CENTER.

If LICENSEE notifies CANCER CENTER that it does not intend to pay the costs of an application, or to maintain a patent, or if LICENSEE does not respond or make an effort to agree with CANCER CENTER on the disposition of rights to the invention, then CANCER CENTER may file such application at its own expense or maintain said patent at its own expense, and LICENSEE shall have no rights to such invention covered by that application or patent in the country where the funding is not or no longer provided, which loss of rights by LICENSEE shall be CANCER CENTER'S sole remedy for failure of LICENSEE to pay the costs of application for or maintenance of any patent.

Each party agrees to forward copies of all official letters relating to the filing and prosecution of patent applications hereunder in a timely fashion to the other, in the event it is not apparent that the other party, or its attorney, has already received such letters.

V. License Grant.

BOARD hereby grants to LICENSEE an exclusive worldwide license to make, have made, use, sell or lease all Products falling within the scope of the Vitamin Formulations described herein, and grants an exclusive worldwide license to the rights under all patent applications, all patents and all Improvements related to the Vitamin Formulations.

The license granted shall include the right to grant a written exclusive sublicense to a third party for the purposes herein defined, provided, however, that such third party may not further sublicense its rights without the approval of LICENSEE and subsequent written notification to CANCER CENTER. LICENSEE agrees to deliver to CANCER CENTER a true and correct copy of each subsequent sublicense entered into by LICENSEE within sixty (60) days after execution of such subsequent sublicense.

BOARD shall retain ownership of any patents developed by CANCER CENTER during the course of research under this Agreement, or a consultation agreement, subject to the license granted hereby.

VI. Payment and Market Duties.

In consideration of BOARD's grant of rights under this Agreement, CANCER CENTER'S performance under the other terms of this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:



- A. LICENSEE promises to use reasonable, good faith efforts to commercialize the Vitamin Formulations within one (1) year of the effective date of this Agreement, and to be diligent in seeking commercialization of such Vitamin Formulation. Further, LICENSEE agrees to use good faith efforts to assess, and if practicable, to develop, produce, and market the Vitamin Formulations and Products described herein or that may be made available to LICENSEE in the future. LICENSEE may investigate, pursue, develop, or acquire other technologies or products from any source whatsoever, without prejudice to any agreement or relationship with CANCER CENTER.

Should LICENSEE fail to use its reasonable, good faith efforts to commercialize the Vitamin Formulation within one (1) year, then all rights hereunder revert to the BOARD, and this license will be terminated.

LICENSEE agrees to facilitate and execute equity capitalization to provide funding for its operations. LICENSEE hereby warrants that such funding will be a minimum of five hundred thousand dollars (\$500,000.00) within one year from the date of this agreement.

- B. LICENSEE promises to pay royalties to CANCER CENTER on the Vitamin Formulations in accord with Article VIII of the Agreement.
- C. LICENSEE shall not knowingly violate any applicable federal, state, or local laws or regulations, particularly those concerning

biological materials and necessary testing and approval by the Federal Drug Administration.

- D. LICENSEE will assign to Research Division, Science Park, UT M.D. Anderson Cancer Center one hundred thousand (100,000) shares of non-assessable common stock of LifeScience Corporation which is ten percent (10%) of the total shares in LifeScience Corporation on the date hereof.
- E. LICENSEE will assign to Thomas J. Slaga, Ph.D., inventor of Vitamin Formulations, three hundred thousand (300,000) shares of non-assessable common stock of LifeScience Corporation which is thirty percent (30%) of the total shares in LifeScience Corporation on the date hereof.
- F. LICENSEE will, throughout the term of this Agreement, allow CANCER CENTER to designate representative(s) to LICENSEE's board of directors proportionate in number to the percentage of issued and outstanding shares of LICENSEE's common stock owned by CANCER CENTER, but in any event at least one director. Dr. Thomas J. Slaga shall not be considered a designee of the CANCER CENTER for this purpose.

VII. CANCER CENTER'S Duties.

In consideration of the payment of royalties and other payments promised by LICENSEE under the terms of this Agreement, and LICENSEE'S performance of its other promises made in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CANCER CENTER promises to in good faith negotiate with LICENSEE to enter into desired sponsored research on, pursue patent protection for the Vitamin Formulation which is the subject of this Agreement.

VIII. License Royalties.

At the time and in the manner set forth hereinafter, LICENSEE shall pay to CANCER CENTER a royalty on sales of Products falling within the scope of the Vitamin Formulations or which are covered by a pending patent application or issued patent as follows:

- A. For sales made independently by LICENSEE, exclusively of any sales which are subject to a sublicense, LICENSEE agrees to pay CANCER CENTER, commencing with the first sale, lease or other disposition as described above, and thereafter during the continuance of this Agreement, royalties on the Net Proceeds of Sale of all Products manufactured, used, sold, leased or otherwise disposed of by LICENSEE, which are not subject to any sublicense. Such royalties shall be equal to five percent (5%) of Net Proceeds of Sale.

- B. In the event LICENSEE sublicenses others to manufacture, use or sell Product(s), LICENSEE agrees to pay CANCER CENTER royalties equal to fifty percent (50%) of all proceeds in any form received from the sublicense, including but not limited to, income and royalties.
- C. The remittance of royalties payable on the Net Proceeds of Sale of Product(s) sold outside the United States or royalties payable on Net Proceeds of Sale attributable to sales by LICENSEE outside the United States shall be made to CANCER CENTER to the extent permitted by law in United States dollars at the official rate of exchange of the currency of the country from which the royalties are payable on the particular date the local currency is actually used to purchase the particular United States dollars which are transmitted for payment as royalties, less any withholding or transfer taxes which are applicable. LICENSEE shall supply CANCER CENTER with proof of payment of such taxes paid on CANCER CENTER'S behalf.
- D. The above due royalties are reduced by monies provided for patent related expenses by LICENSEE.
- E. LICENSEE shall at all times keep an accurate account of the operation coming under the scope of this license and shall, beginning at the date of first offering for sale of any Product, render a full statement of same, in writing, to CANCER CENTER within sixty (60) days after each six (6) month period during the life of this Agreement, and at the time shall pay to CANCER CENTER the amount of earned royalties or distributions accrued during the six (6) month

period, whether from sales made by LICENSEE or its sublicenses. It is understood that CANCER CENTER shall have the right, at its own expense and not more often than once in each twelve (12) month period, to examine or have examined the books of LICENSEE or its sublicenses for the purpose of verifying royalty statements of the operations coming under the scope of this agreement, and, if necessary, to obtain adjustments from LICENSEE for differences resulting from such examination. Failure by LICENSEE to make any royalty payment under this Agreement within thirty (30) days from the prescribed date as herein defined shall be grounds for CANCER CENTER to consider LICENSEE in material breach. If such default is not cured within sixty (60) days from written notice by CANCER CENTER to LICENSEE of such breach, this shall be grounds for termination of this Agreement by CANCER CENTER provided that the notice is no sooner than the date of entry of final judgement and exhaustion of all appeal rights, and no later than sixty (60) days after such date.

- F. The date of first offering for sale, lease or other acquisition as referenced in this article shall be confirmed by written notification from LICENSEE to CANCER CENTER that a Product is in marketable form and that the initial sale, lease or other acquisition has been transacted.

G. On a country by country basis should a patent covering Licensed Product not issue or prove unenforceable after judgement by a court of final jurisdiction, the Royalty rate described in Section 5.1 to be paid by LICENSEE shall be reduced to equal four percent (4%) of Net Proceeds of Sale.

IX. Confidentiality.

As the parties hereto shall have need to share information freely, and as certain of that information may be secret, proprietary, or confidential, the parties agree to in the Confidential Agreement signed July 20, 1989, and incorporated by Exhibit A hereto.

This section and Exhibit A hereto shall survive termination of this Agreement for any reason.

X. Publication.

Notwithstanding the provisions of Paragraph IX, it is understood that LICENSEE and CANCER CENTER may wish to publish data and information concerning the Vitamin Formulations from time to time. In the event that LICENSEE OR CANCER CENTER wishes to make any such publication, it shall notify the other party of its desire to publish, including a description of the subject matter thereof, to enable the other party to review and comment thereupon and to evaluate the other party's interest in the filing of a patent application. The party desiring to publish shall provide the other party with a copy of all such manuscripts at least thirty (30) days prior to the date of their submission for publication. In the event that

LICENSEE desires to have patent rights applied for by CANCER CENTER in any country on any such subject matter, CANCER CENTER agrees to delay for a reasonable period of time, but not for more than sixty (60) days unless otherwise agreed to by CANCER CENTER, submission of such manuscripts for publication. Such patent applications shall be filed in accordance with the provisions of Paragraph IV.

XI. Patent Infringement.

A. LICENSEE shall have the responsibility, subject to the statutory duties of the Attorney General of the State of Texas, and in consultation with CANCER CENTER to institute and prosecute any and all suits to enjoin and/or recover damages from any and all alleged infringers of any patent or like rights granted by this Agreement, and all costs and expenses of any such lawsuit, including attorney's fees, shall be borne by LICENSEE. In considering whether or not to prosecute such litigation, LICENSEE and CANCER CENTER shall consider the risk, if any, to any patent right licensed hereunder, and the cost of such litigation relative to the damage anticipated from such alleged infringement. Any funds received by LICENSEE by way of a settlement or damages, in excess of direct expenses of such litigation, court costs and reasonable attorney's fees, shall be deemed Net Proceeds of Sale and subject to royalties thereon under Article VIII hereunder.

B. To the extent permitted by the laws and the Constitution of the State of Texas, CANCER CENTER shall indemnify LICENSEE from any loss, claim, damage or liability arising out of claims of infringement of any patent owned by a third party; provided that:

1. LICENSEE shall notify CANCER CENTER within thirty (30) days of receipt of notice of infringement or the likelihood thereof, and CANCER CENTER shall be given a reasonable opportunity to obtain a license with right to sublicense from such third party.
2. CANCER CENTER'S liability shall be limited to the amount of royalties paid by LICENSEE on the infringing Product to the date of any judgement against LICENSEE. Upon receipt of notice of the filing of a patent infringement lawsuit against LICENSEE, LICENSEE may accrue the royalties that become due on the allegedly infringing Product and apply to the expenses of litigation, only to the extent necessary, amounts normally due thereafter as royalties; provided that LICENSEE shall not be relieved of the royalty reporting requirements of this Agreement. Any accrued royalties remaining after such expenses have been paid shall be paid to Cancer Center in accordance with Paragraph VIII herein.
3. LICENSEE may cease commercialization of each Product on which LICENSEE is sued for patent infringement, without violating clause VI. B. of this Agreement.



4. If LICENSEE is required to make payments to a third party for infringement of the third party's patent(s), such payments may be offset against up to but not more than sixty percent (60%) of all royalty payments paid or owing to the CANCER CENTER under Paragraph VIII with respect to sales made prior to the date such infringement claim is first asserted, and eighty percent (80%) of such royalty payments which become owing to the CANCER CENTER under Paragraph VIII with respect to sales made after such date. LICENSEE shall account to CANCER CENTER for all such payments pursuant to Paragraph VIII.E. of this agreement.

C. Except as provided in paragraph B above, LICENSEE shall indemnify and hold BOARD, SYSTEM, CANCER CENTER, their regents, officers, employees, agents and representatives harmless from any loss, claim, damage or liability arising out of the development, marketing, manufacture, use or sale of any Vitamin Formulation or Product licensed hereunder.

## XII. CANCER CENTER Use of Technology.

As additional consideration for participation in this effort SYSTEM and subsidiaries of SYSTEM and related entities and, CANCER CENTER are entitled to make, copy and use the Vitamin Formulations and Products or related technology for cancer research, patient treatment and teaching at their various facilities and related entities.

XIII. Agreement Not Assignable.

Neither party hereto shall assign or transfer any of its rights or interests obtained hereunder or any part thereof without the prior written consent of the other party, except that, without consent, LICENSEE may execute sublicense agreements of its rights derived under this Agreement, and may assign or transfer this Agreement to its successors or assigns of that portion of its business to which this Agreement relates.

XIV. Liability and Indemnification.

CANCER CENTER shall, to the extent authorized under the Constitution and the laws of the State of Texas, hold LICENSEE harmless from liability resulting from the negligent acts or omissions of CANCER CENTER, its agents or employees pertaining to the activities to be carried out pursuant to this Agreement, provided, however, that CANCER CENTER shall not hold LICENSEE harmless from claims arising out of the negligence of LICENSEE, its officers, agents or any person or entity not subject to CANCER CENTER's supervision or control.

LICENSEE shall indemnify and hold harmless SYSTEM, CANCER CENTER, their regents, officers, agents or employees from any liability or loss resulting from judgments or claims against them arising out of the activities to be carried out pursuant to the obligations of this Agreement or the use by LICENSEE; its customers, users of its Products; those claiming by or through LICENSEE's customers; or LICENSEE of the Products

produced by LICENSEE under this Agreement, provided however, that the following is excluded from LICENSEE's obligation to indemnify and hold harmless:

- a. any negligent or willful failure of an CANCER CENTER employee to comply with any State regulation or other governmental requirements; or
- b. the negligence or willful malfeasance of an indemnified person.

Each party agrees to endeavor to provide the other with a copy of any notice of claim or action with thirty (30) days from the receipt thereof which is a matter subject to indemnification in accordance with the terms hereof in order to defend such claims or action and to advise their officers, agents and employees to do likewise. Failure of a party to notify the other parties as required above or to cooperate with the other parties, which failure materially adversely affects the other parties ability to defend such claim or action or directly results in the other parties incurring material liability hereunder shall relieve the parties from any obligation of indemnification hereunder.

LICENSEE shall maintain separate comprehensive general liability insurance in an amount equal to ONE MILLION and NO/100 DOLLARS (\$1,000,000.00) combined single limit per occurrence, or such greater amount mutually agreeable to the parties. LICENSEE shall furnish CANCER CENTER with a copy of their policies evidencing such coverage, and shall

give at least thirty (30) days written notice before any such insurance is cancelled or changed with respect to parties, coverage, or limits of liability.

XV. Term of Agreement.

This Agreement shall become effective as of the date hereinabove written and unless earlier terminated as hereinafter provided, shall terminate seventeen (17) years from said date, or upon expiration of the last to expire patent covering the Vitamin Formulations which is licensed or sublicensed under the provisions of this Agreement, whichever date is later.

XVI. Termination.

- A. LICENSEE may terminate this Agreement, in its entirety or on a patent-by-patent or country-by-country basis at any time by giving CANCER CENTER sixty (60) days' prior written notice. In the event the Agreement is completely terminated in all countries by LICENSEE pursuant to the previous sentence, all equipment purchased for CANCER CENTER hereunder shall be retained by CANCER CENTER, and all monetary advances given to CANCER CENTER shall be retained for their further research regarding the Vitamin Formulations.
- B. If either party to this Agreement breaches any material provision hereof, the party complaining of said breach shall give the breaching party written notice of the breach and thirty (30) days to cure said

breach before this Agreement may be terminated, provided, however, that:

- 1) if such breach cannot reasonably be cured within thirty (30) days, this Agreement cannot be terminated so long as the breaching party commences to cure such breach within thirty (30) days and diligently continues such attempts; or
- 2) This Agreement may not be terminated by reason of such breach if such breach is caused by forces beyond the control of the breaching party, including, but not limited to, action of any governmental agency or court.

If the breaching party is LICENSEE, then all sublicenses of LICENSEE with respect to the Vitamin Formulations will be assigned to CANCER CENTER.

- C. In the event that, in the reasonable judgment of CANCER CENTER or BOARD, LICENSEE has failed to commercialize the Vitamin Formulations within one (1) year of the effective date of this Agreement, this Agreement may be terminated in accordance with Article XV (b), above and all rights granted herein shall revert to the BOARD.

XVII. Governing Law.

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas and the United States of America.

XVIII. Sole Agreement.

This Agreement is the sole and only License Agreement between CANCER CENTER and LICENSEE relating to the Vitamin Formulations. This Agreement supersedes all prior License Agreements, whether written or oral, and may not be modified except by written agreement between LICENSEE and CANCER CENTER, signed by authorized representatives of both parties.

XIX. General Provisions.

19.1 For the purposes of this Agreement and for all services to be provided hereunder, the parties shall be deemed to be independent contractors and not agents, representatives, bailors, employees, partners or joint venturers of the other party. No party shall have authority to make any statements, representations or commitments of any kind, or to take any action which shall be binding on the other party, except as may be explicitly provided for herein or authorized in writing.

19.2 This Agreement constitutes the entire and only agreement among the parties relating to the Products which are the subject of this Agreement and all prior negotiations, representations, agreements and understandings concerning the subject matter of this Agreement are superseded hereby. No agreements altering or supplementing the terms hereof may be made except by means of a written document signed by the duly authorized representatives of the parties.

19.3 The parties each agree to assume individual responsibility for the actions and omissions of their respective employees, agents and assignees in conjunction with the activities hereunder.

19.4 If one or more provisions of this Agreement are held to be void or unenforceable under applicable law, such provision shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.

19.5 The captions of this Agreement, if any, are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Agreement.

19.6 The subject and content of this Agreement have been read by the appropriate faculty members of CANCER CENTER, and each indicates by signature hereunder that he/she has so read the Agreement, understands generally and the best of his/her ability the intent of the parties contemplated under the Agreement, and further understands generally the obligations of the faculty described within the Agreement.

XX. Notice or Statements.

Any notice, statement or report required by this Agreement shall be considered given if a written copy is sent, postage prepaid/certified mail, return receipt requested and deposited in the United States Mail addressed as follows:

If to CANCER CENTER:

Mr. William J. Doty  
Director for Technology Development  
The University of Texas  
M.D. Anderson Cancer Center  
1515 Holcombe Boulevard, HMB Box 155  
Houston, TX 77030

And copy to:

Office of General Counsel  
The University of Texas System  
201 West Seventh Street  
Austin, TX 78701  
Attention: Dudley Dobie, Esq.

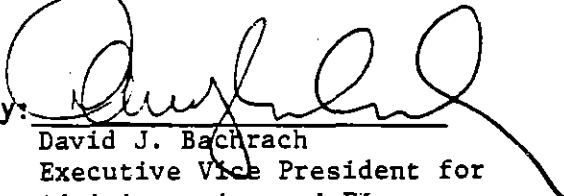
If to LICENSEE:

David Nance  
President  
LifeScience Corporation  
Park Road One  
Smithville, Texas 78957

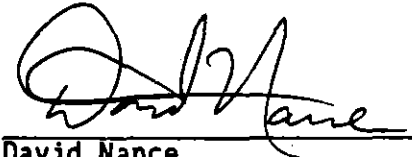


In WITNESS WHEREOF, the parties have affixed their signatures on the dates indicated below to three (3) duplicate originals, each of which shall be considered an original.

THE UNIVERSITY OF TEXAS  
M. D. ANDERSON CANCER CENTER

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

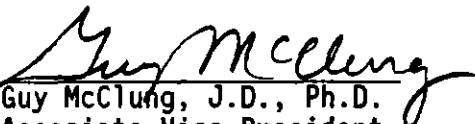
THE LIFESCIENCE CORPORATION

By:   
David Nance  
President

APPROVED AS TO CONTENT:

By:   
William J. Doty  
Director, Technology Development

APPROVED AS TO FORM:

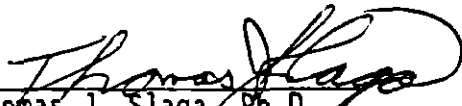
By:   
Guy McClung, J.D., Ph.D.  
Associate Vice President  
for Institutional Affairs

ATTEST:

BOARD OF REGENTS OF THE  
UNIVERSITY OF TEXAS SYSTEM

By: \_\_\_\_\_

READ AND UNDERSTOOD:

By:   
Thomas J. Slaga, Ph.D.  
Director, Research Division  
Science Park

BOARD OF REGENTS OF  
THE UNIVERSITY OF TEXAS SYSTEM

ATTEST:

By: \_\_\_\_\_  
Michael E. Patrick  
Executive Vice Chancellor  
for Asset Management

By: \_\_\_\_\_  
Executive Secretary  
Arthur H. Dilly

APPROVED AS TO CONTENT:

By: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Dudley R. Dobie, Jr.  
Office of General Counsel

lfscfn15.1ic

EXHIBIT A

CONFIDENTIALITY AGREEMENT

This Agreement effective the 20 day of JULY, 1989 between THE UNIVERSITY OF TEXAS M. D. ANDERSON CANCER CENTER (hereinafter "CANCER CENTER"), a state institution of higher education established under the laws of the state of Texas as a component of THE UNIVERSITY OF TEXAS SYSTEM (hereinafter, "SYSTEM"), with facilities in Houston, Texas and elsewhere and LifeScience Corporation (hereinafter "LSC"), Smithville, Texas.

WHEREAS, CANCER CENTER and LSC are in negotiations to enter into a License Agreement for the purpose of a cooperative effort to develop the CANCER CENTER'S vitamin and nutritional supplement technology,

WHEREAS, CANCER CENTER has proprietary rights in subject matter relating to anticancer multivitamins and nutritional supplements conceived, discovered, or reduced to practice at the CANCER CENTER by Thomas J. Slaga, Ph.D., and

WHEREAS, LSC has proprietary rights in subject matter relating to anticancer multivitamins and nutritional supplements conceived, discovered, or reduced to practice independently,

WHEREAS, CANCER CENTER and LSC possess or may possess confidential inventions, discoveries, procedures, methods, protocols, software, devices, specifications, technical information, know-how, trade secrets, patents, data, business plans, practices, strategies, methods, systems, and other confidential proprietary information (hereinafter "Confidential Information"),

WHEREAS, CANCER CENTER and LSC are desirous of protecting all Confidential Information and to the best of their ability preserving the confidential and/or proprietary nature of Confidential Information,

WHEREAS, CANCER CENTER and LSC are desirous of having access to the Confidential Information, which it may obtain or with which it may come in contact, including but not limited to access to employees who possess such Information,

NOW, THEREFORE, the parties agree as follows:

I.

"Confidential Information" includes all information which one party hereto may acquire from the other, including but not limited to any invention, discovery, procedure, method, technology, research, protocol, software, devices, specifications, technical information, data, know-how, patents, trade secrets, process descriptions, experimental techniques, designs of things, and knowledge embodied in methods, except the following information:

A. Information which, after disclosure or acquisition hereunder, lawfully enters the public domain, except where such entry is the result of party's breach of this Agreement or information which, prior to the time of disclosure or acquisition hereunder, is lawfully in the public domain.

B. Information, other than that obtained from third parties, which, prior to disclosure or acquisition hereunder, was already lawfully in LSC's or CANCER CENTER's possession either without limitation or disclosure to others or which subsequently becomes free of such limitation;

C. Information obtained by a party from a third party who is lawfully in possession of such information and not subject to a contractual or fiduciary relationship with the party or any of its affiliates with respect to said information. Such information may be used and disclosed in accordance with the terms under which it was provided by such third party.

D. Confidential Information shall not be deemed to be within the foregoing categories merely because such information is in more general information lawfully in the public domain or in a party's possession. In addition, any combination of features shall not be deemed to be within the foregoing categories merely because individual features lawfully are in the public domain or in a party's possession.

## II.

Each party warrants and represents that it has a policy and procedure designed to protect rights in its own proprietary information including notices to its employees to prevent unauthorized publication and disclosure of such information. Each party agrees that Confidential Information shall be subject to such policy and procedure.

In addition, the parties agree that they shall not disclose any Confidential Information to any third party nor use it other than as prescribed in written agreements between the parties except as a party may otherwise authorize in writing. If disclosure to a third party is so authorized, a party shall, prior to any disclosure, enter into a written confidentiality agreement with said third party containing the same terms and conditions with respect to use or disclosure of Confidential Information or LSC Information as set forth herein.

The parties also agree to safeguard all documents containing Confidential Information including those which a party may supply to the other party hereunder and all other documents containing such Confidential Information whether prepared by a party or another. A party may make copies of such document only to the extent necessary for the performance of its obligations as prescribed in written agreements between the parties. A party may retain one copy of all documents for file purposes only. The parties shall prevent access to all such documents by third parties. On completion of its obligations as prescribed in written agreements between them, the parties agree to return to each other all such documents containing respective Confidential Information. However, should a party desire to retain certain documents and receives the other party's written approval therefor, the party shall continue to treat said retained documents in accordance with the terms of this Agreement.

## III.

A party may disclose Confidential Information to any of its employees who need to know such Information for the purpose of assisting the party in making an evaluation of the Information, provided that such employees shall have agreed in writing to be bound by the terms of this Agreement.

#### IV.

All Confidential Information is and remains the property of the respective parties. LSC must return CANCER CENTER's Confidential Information, if in a form suitable to be returned, within thirty (30) days of notification to CANCER CENTER of LSC's intent not to pursue commercialization, unless other arrangements are made in writing in an agreement between LSC and CANCER CENTER.

#### V.

LSC will not contact any CANCER CENTER employee regarding information or technology outside the scope of this Agreement and to which LSC does not already have a license without first notifying the CANCER CENTER's Director, Office of Technology Development. "Technology and Information" for purposes of this paragraph, includes both conceptions and reductions to practice, including but not limited to conceptions and reductions to practice which are in the same field as or are improvements on the subject matter of this agreement. LSC's contact with the CANCER CENTER regarding such technology will confer no rights on LSC nor will it impose any obligations on the CANCER CENTER. By virtue of such contacts LSC will have no right of first refusal or option on any aspect of the technology and any action LSC takes in an effort to prepare a proposal to develop technology will be at its peril and the presentation of any proposal regarding the technology to the CANCER CENTER will create no obligations or duties for the CANCER CENTER. LSC and CANCER CENTER will maintain as confidential any technology or information disclosed during such contacts.

#### VI.

The Agreement neither creates an obligation on the part of LSC to keep or offer its services for any one project, program, or activity, for commercialization of technology, nor does this Agreement create an obligation on the part of CANCER CENTER, UNIVERSITY, or SYSTEM to offer a license or Confidential Information to LSC or utilize its services for any project, program, or activity.

## VII.

While at either party's premises or facilities, each party agrees that its agents and employees will follow all rules and regulations. Each party will hold harmless from any loss, damage, or harm resulting from a visit to its premises or facilities by the other party's agents or employees, unless caused by the party's sole negligence.

## VIII.

LSC will not, except as provided in this paragraph, use any of SYSTEM's names, trademarks or service marks, including but not limited to: U.T.; The University of Texas; The University of Texas M.D. Anderson Cancer Center; Anderson; and M.D. Anderson. LSC will not use or publish any photograph (still or motion picture) of any CANCER CENTER facility or employee. The right or license to use such names, marks, or photographs can only be granted by the written consent of CANCER CENTER and SYSTEM, and if LSC requests such consent, a copy of such request will be forwarded to the CANCER CENTER's Associate Vice President for Institutional Affairs when the request is made. SYSTEM and CANCER CENTER understand and agree that LSC may reveal through means other than advertising that the CANCER CENTER is the licensor to research scientists, scholars, medical scientists, scientific consultants, Federal and State regulatory authorities, potential investors, potential contractors, and purchasers. The SYSTEM and the CANCER CENTER agree to provide a news release announcing the licensing of the anticancer and nutritional supplements, and further news releases as new developments occur in accordance with SYSTEM'S policy on maintaining information, confidentiality and restricting publication until appropriate patent filings can be made.

## IX.

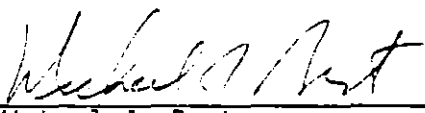
The validity and interpretation of this Agreement, disputes between the parties, and legal relations of the parties to this Agreement, shall be governed by and interpreted in accordance with the laws of the State of Texas.

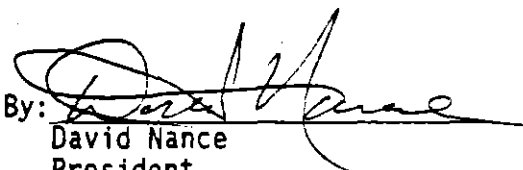
X.

In WITNESS WHEREOF, the parties have affixed their signatures on the dates indicated below to three (3) duplicate originals, each of which shall be considered an original.

THE UNIVERSITY OF TEXAS  
M.D. ANDERSON CANCER CENTER

LIFESCIENCE CORPORATION

By:   
\_\_\_\_\_  
Michael J. Best  
Associate Vice President  
for Business Affairs

By:   
\_\_\_\_\_  
David Nance  
President



IV. OTHER MATTER

U. T. System: Recommendation to Appoint a Master Trust Custodian for the Permanent University Fund; Authorize a Securities Lending Program; and Authorize the Executive Vice Chancellor for Asset Management to Negotiate and Execute a Master Trust Custodian Contract and Related Documents.--

This item was considered at the June and August 1989 meetings of the U. T. Board of Regents and action was deferred on the selection of a Master Trust Custodian. At the latter meeting, the Land and Investment Committee with the consultation of Chairman Beecherl was instructed to do whatever was necessary to develop the information necessary for the Board to make a decision at the October meeting.

The recommendation of the Land and Investment Committee will be distributed to the Board in advance of the meeting.

## Executive Session of the Board

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

Date: October 13, 1989

Time: 12:00 p.m. The Board will convene in Open Session and immediately recess to Executive Session. The Open Session will reconvene about 1:00 p.m. or upon recess of Executive Session and continue through adjournment.

Place: Rooms 1.212 and 1.304 of the Conference Center,  
U. T. Dallas

1. Pending and/or Contemplated Litigation - Section 2(e)
2. Land Acquisition, Purchase, Exchange, Lease or Value of Real Property and Negotiated Contracts for Prospective Gifts or Donations - Section 2(f)
  - a. U. T. System: Consideration of Negotiated Amendments to Sulphur Mining Lease on Permanent University Fund Lands Located in Pecos County, Texas
  - b. U. T. M.D. Anderson Cancer Center: Request for Authorization to Purchase 2.2517 Acres of Land, Houston, Harris County, Texas
3. Personnel Matters [Section 2(g)] Relating to Appointment, Employment, Evaluation, Assignment, Duties, Discipline, or Dismissal of Officers or Employees