

## MATERIAL SUPPORTING THE AGENDA

### Volume XXIXa

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

October 8-9, 1981  
December 10-11, 1981

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

White paper - for the 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.



---

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

**Material Supporting**

# **Agenda**

Meeting Date: **October 8-9, 1981**.....

Meeting No.: **781**.....

Name: .....

---

BOARD OF REGENTS  
of  
THE UNIVERSITY OF TEXAS SYSTEM  
CALENDAR

Place: Second Floor, University Center, U. T. Tyler  
3900 University Boulevard  
Tyler, Texas

Host Institution: The University of Texas at Tyler

Thursday, October 8, 1981

1:30 p.m. Meeting of the Board of Regents

Committee Meetings

Buildings and Grounds Committee  
Committee of the Whole - Executive Session

Friday, October 9, 1981

9:00 a.m. Meeting of the Board of Regents

Committee Meetings

System Administration Committee  
Academic and Developmental Affairs Committee  
Buildings and Grounds Committee (if not  
completed on Thursday afternoon)  
Health Affairs Committee  
Land and Investment Committee  
Committee of the Whole  
Open Session  
Executive Session (if not completed on  
Thursday afternoon)

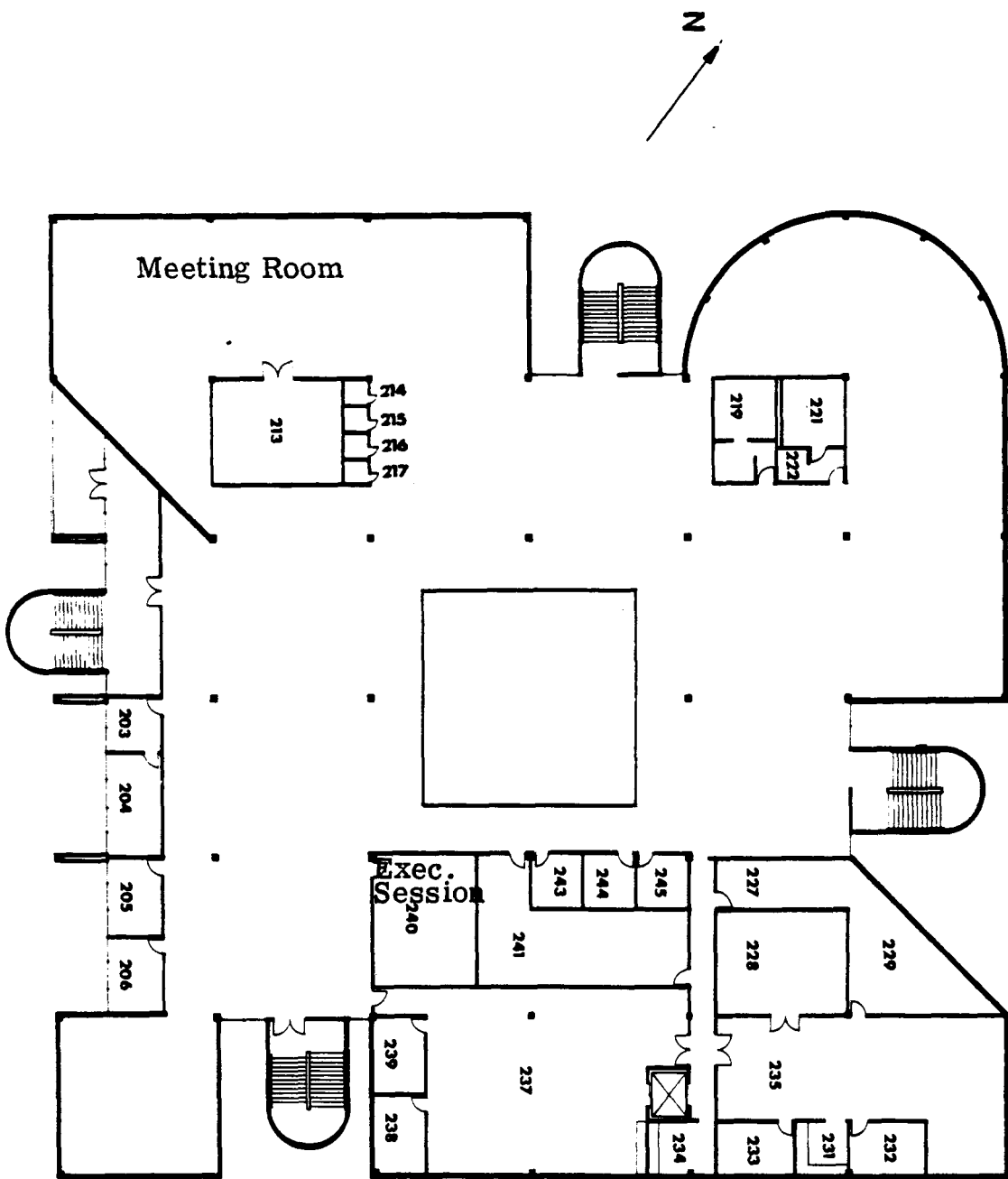
Meeting of the Board of Regents

Telephone Numbers

Meeting Room		(214) 566-1471, Ext. 300
President Hamm	(Residence 595-6300)	(214) 566-1471
Sheraton Inn		(214) 597-1301
(On Loop 323 Just West of Highway 69 North)		

THE UNIVERSITY OF TEXAS AT TYLER

University Center, Floor 2





**Meeting of  
the Board**

---

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

Date: October 8, 1981

Time: 1:30 p. m.

Place: Second Floor, University Center, U. T. Tyler

A. CALL TO ORDER

B. WELCOME AND PRESENTATION BY PRESIDENT HAMM

C. RECESS FOR COMMITTEE MEETINGS

1. Buildings and Grounds Committee. --To discuss and act on items listed on the agenda and any emergency or late items referred to the Committee. See Pages B & G 1 - 34.
2. Committee of the Whole - Executive Session. -- Following the Buildings and Grounds Committee meeting, the Board of Regents will convene in Room 240 of the University Center for an Executive Session of the Committee of the Whole pursuant to V. T. C. S., Article 6252-17, Sections 2(e), (f) and (g) to discuss:
  - a. Pending and/or Contemplated Litigation - Section 2(e)
    - (1) U. T. Austin: Litigation Involving the NCAA
    - (2) U. T. Health Science Center - Houston: Contemplated Litigation Involving Title to Certain Acreage
    - (3) U. T. Cancer Center: Proposed Settlement of Litigation
  - b. Land Acquisition, Purchase, Exchange, Lease or Value of Real Property and Negotiated Contracts for Prospective Gifts or Donations - Section 2(f)
  - c. Personnel Matters [Section 2(g)] Relating to Appointment, Employment, Evaluation, Assignment, Duties, Discipline, or Dismissal of Officers or Employees
    - (1) U. T. Board of Regents: Election of Officer and Appointment of Committees
    - (2) U. T. San Antonio: Approval, Rejection, or Amendment of the Findings and Recommendations of a Hearing Tribunal Concerning an Untenured Faculty Member

D. RECESS TO RECONVENE AT 9:00 A. M. ON FRIDAY,  
OCTOBER 9, 1981

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

Date: October 9, 1981

Time: 9:00 a. m.

Place: Second Floor, University Center, U. T. Tyler

A.-D. (Page B of R - 1)

E. RECONVENE

F. APPROVAL OF MINUTES OF REGENTS' MEETING HELD  
AUGUST 13-14, 1981

G. INTRODUCTIONS

1. U. T. Arlington - President Nedderman
2. U. T. Austin - President Flawn
3. U. T. Dallas - Acting President Clark
4. U. T. El Paso - President Monroe
5. U. T. Permian Basin - President Cardozier
6. U. T. San Antonio - President Wagener
7. U. T. Tyler - President Hamm
8. U. T. Institute of Texan Cultures - Executive Director Maguire
9. U. T. Health Science Center - Dallas - President Sprague
10. U. T. Galveston Medical Branch - President Levin
11. U. T. Health Science Center - Houston - President Bulger
12. U. T. Health Science Center - San Antonio - President Harrison
13. U. T. Cancer Center - President LeMaistre
14. U. T. Health Center - Tyler: Director Hurst
15. Others

H. RECESS FOR COMPLETION OF COMMITTEE MEETINGS

1. System Administration Committee  
Committee Chairman Fly
2. Academic and Developmental Affairs Committee  
Committee Chairman (Mrs.) Blumberg



3. Buildings and Grounds Committee (if not completed on Thursday  
Committee Chairman Richards afternoon)
4. Health Affairs Committee  
Committee Chairman Newton
5. Land and Investment Committee  
Committee Chairman Hay
6. Committee of the Whole  
Chairman Powell
  - a. Open Session
  - b. Executive Session (if business not completed on Thursday  
afternoon)

**System Administration  
Committee**

---

SYSTEM ADMINISTRATION COMMITTEE  
Committee Chairman Fly

Date: October 9, 1981

Time: Following the 9:00 a. m. Session of the Board of Regents

Place: Second Floor, University Center, U. T. Tyler

	<u>Page</u> <u>SAC</u>
1. U. T. Austin - Experimental Science Building - Remodeling Phase I for Microbiology and Zoology: Recommended Award of Contract and Additional Appropriation Therefor (1-B&G-82)	2
2. U. T. Institute of Texan Cultures: Request for Approval to Open a Post Office as a Substation of the City of San Antonio Post Office (3-CW-81)	4
3. U. T. Health Science Center - Dallas (U. T. Southwestern Medical School - Dallas): Recommendation to Establish a Center for Human Nutrition, Subject to Coordinating Board Approval and the Distinguished Chair in Human Nutrition and to Authorize the Chairman to Execute Agreement Related Thereto (5-L&I-81)	4
4. U. T. System Administration, U. T. El Paso, U. T. San Antonio, U. T. Health Science Center - Dallas, U. T. Galveston Medical Branch, U. T. Health Science Center - Houston, U. T. Health Science Center - San Antonio, U. T. Cancer Center and U. T. Health Center - Tyler: Amendments to 1980-81 Budget (13-B-81 and 14-B-81)	6

1. U. T. Austin - Experimental Science Building - Remodeling Phase I for Microbiology and Zoology: Recommended Award of Contract and Additional Appropriation Therefor (1-B&G-82). --With respect to the Experimental Science Building Remodeling Phase I for Microbiology and Zoology at The University of Texas at Austin, it is recommended by President Flawn and the Office of the Chancellor that the Board:

a. Award the construction contract for the Experimental Science Building Remodeling Phase I for Microbiology and Zoology to the lowest responsible bidder, Jim Akin Construction Co., Inc., Austin, Texas, as follows:

Base Bid	\$605,167
Alternate No. 1 (Fume Hoods)	27,500
Alternate No. 2 (Cold Room)	35,700
Alternate No. 3 (Laboratory Cabinet Construction)	<u>4,800</u>
 Total Contract Award	 <u><u>\$673,167</u></u>

b. Authorize a total project cost of \$800,000 to cover the building construction contract award, movable furnishings and equipment, fees and related project expenses

c. Appropriate additional funds in the amount of \$744,000 from the Available University Fund to provide for the total project cost, \$56,000 having been previously appropriated from this same source

In accordance with authorization of the U.T. Board of Regents on August 14, 1981, bids were called for and were received, opened and tabulated on September 1, 1981, as shown on Page SAC - 3, for the Experimental Science Building Remodeling Phase I.

This Phase I remodeling involves approximately 10,700 square feet of laboratory facilities for the Departments of Microbiology and Zoology and improvements to the Microbiology Departmental office.

At the April 1981 meeting of the U.T. Board of Regents, the firm of Coffee & Crier Architects, Austin, Texas, was authorized to study the requirements of the second phase of this project which will involve additional laboratory spaces as well as major utility work involving the building air handling systems. The results of this study will be presented to the Board at a future meeting.

The recommended total project cost of Phase I is composed of the following cost elements:

Construction Contract	\$673,167
Furniture and Equipment	50,000
Project Contingency	20,800
Professional Fees and Administrative Expenses	55,313
Miscellaneous Expenses	720
Total Project Cost	<u><u>\$800,000</u></u>

EXPERIMENTAL SCIENCE BUILDING PHASE I REMODELING, U. T. AUSTIN  
 Bids Received at 2:00 P.M., C.D.S.T., SEPTEMBER 1, 1981 at the  
 Office of Facilities Planning and Construction  
 U. T. System, 210 West 6th Street, Austin, Texas

<u>Bidder</u>	<u>Base Bid</u>	<u>Alt. #1 Furnish &amp; Install 5 Hoods</u>	<u>Alt. #2 Furnish &amp; Install Cold Room</u>	<u>Alt. #3 Lab. Cabinet Construction</u>	<u>Bid Bond</u>
Jim Akin Const. Co., Inc., Austin, Texas	\$605,167	\$27,500	\$35,700	\$4,800	5%
Lawless & Alford, Inc., Austin, Texas	634,000	30,000	39,000	(Deduct) 3,000	5%
SAC-3 MSA General Contractors, Inc., San Antonio, Texas	646,200	28,000	23,000	5,400	5%
Poth Corporation, Austin, Texas	647,259	25,333	33,767	5,031	5%
MSI of Houston, Houston, Texas	658,395	30,948	36,081	(Deduct) 22,000	5%
Star-Field Constructors, Inc. & Jerome Stark, Joint Venture, Elgin, Texas	674,900	25,000	35,000	4,800	5%
B & B. Developers, Moody, Texas	698,777	36,000	36,000	6,000	5%

2. U. T. Institute of Texan Cultures: Request for Approval to Open a Post Office as a Substation of the City of San Antonio Post Office (3-CW-81). --It is recommended by Executive Director Maguire and the Office of the Chancellor that approval be given to open a post office at The University of Texas Institute of Texan Cultures at San Antonio as a substation of the City of San Antonio Post Office.

Executive Director Maguire has submitted the following information in support of his recommendation:

- " With the help of the Honorable John Saldana, postmaster of San Antonio, The Institute has acquired on loan a small, but complete, country post office of the type used in Texas earlier in this century. Along with the post office itself, we have received a number of authentic artifacts from Mr. Saldana and others interested in preserving postal history.
- " Because of the high visitor count at The Institute---an average of 1,500 daily---Mr. Saldana suggested that this be made an actual "working exhibit" and become a substation of the San Antonio Post Office. This would enable visitors to mail from here and have their letters and cards bear a special Institute of Texan Cultures cancellation---an item treasured by philatelists.
- " In order to do this, we would enter into a simple contract with the Postal Service calling for payment to The Institute of \$1.00 per year. Since there must be a responsible official of a postal sub-station, I would be named "Postmaster" at no salary. The station would be serviced by volunteers from our staff of more than 250 trained docents and so there would be no cost to The Institute. It would be necessary for me to be bonded and we would, of course, be responsible for the stamps and other supplies. "

3. U. T. Health Science Center - Dallas (U. T. Southwestern Medical School - Dallas): Recommendation to Establish a Center for Human Nutrition, Subject to Coordinating Board Approval and the Distinguished Chair in Human Nutrition and to Authorize the Chairman to Execute Agreement Related Thereto (5-L&I-81). --An anonymous donor has offered a gift of \$1,000,000, consisting of cash and securities, to the Southwestern Medical Foundation to endow a Distinguished Chair in Human Nutrition at the U. T. Southwestern Medical School - Dallas of The University of Texas Health Science Center at Dallas. The gift is subject to the condition that a Center for Human Nutrition be established.

It is recommended by President Sprague and the Office of the Chancellor that the Board:

- a. Establish a Center for Human Nutrition at the U. T. Southwestern Medical School - Dallas of The University of Texas Health Science Center at Dallas, subject to approval by the Coordinating Board, Texas College and University System
- b. Establish the Distinguished Chair in Human Nutrition to be funded by the gift to the Southwestern Medical Foundation in accordance with the Regents' Rules and Regulations
- c. Authorize the Chairman of the Board to execute the agreement related thereto

For several years, the Administration of the U.T. Health Science Center - Dallas has been desirous of expanding the much neglected area of human nutrition. In April 1980, President Sprague appointed an interdepartmental committee to study and make recommendations regarding the possible establishment of a Center for Human Nutrition. The committee was unanimous and enthusiastic in support of the concept and recommended several guidelines as essential for the establishment of such a Center. Those guidelines have been adopted by the Administration, U.T. Health Science Center - Dallas.

Two of the essential guidelines, the establishment of a Center for Human Nutrition and the funding of a Chair in Human Nutrition, are now possible with this proposed gift. A third guideline, that of a distinguished scientist to serve as Director, can also be met now that one of the foremost authorities in the field of Human Nutrition has been recruited to join the faculty of the U.T. Health Science Center - Dallas. If these proposals are approved, it is anticipated that a recommendation for appointments to the Chair and Director of the Center will be submitted for the October meeting of the Board of Regents.

Funds for the proposed Chair will not be transferred to the Southwestern Medical Foundation by the donor until conditions of the proposal have been approved and the proposed agreement signed by the U.T. Board of Regents and the Southwestern Medical Foundation. The purpose of the gift is specifically to provide a permanent endowment for the "Distinguished Chair in Human Nutrition." Conditions related to establishment of the Chair, other than those that would normally be associated with such a gift, are summarized as follows:

- a) The U.T. Board of Regents is to establish a Center for Human Nutrition at the U.T. Health Science Center - Dallas.
- b) The holder of the Chair is to be Director of the Center for Human Nutrition with a tenured appointment on the faculty of the U.T. Health Science Center - Dallas.
- c) Income from the gift is to supplement but never supplant the funds, if any, regularly budgeted for the Chair or the Center in Human Nutrition.

4. U. T. System Administration, U. T. El Paso, U. T. San Antonio, U. T. Health Science Center - Dallas, U. T. Galveston Medical Branch, U. T. Health Science Center - Houston, U. T. Health Science Center - San Antonio, U. T. Cancer Center and U. T. Health Center - Tyler: Amendments to 1980-81 Budget (13-B-81 and 14-B-81). --

#### RECOMMENDATION

It is recommended by the appropriate chief administrative officers, concurred in by the Office of the Chancellor, that their respective 1980-81 Operating Budget be amended as indicated on the pages set out below:

- The University of Texas System Administration,  
Page SAC - 7
- The University of Texas at El Paso, Page SAC - 7
- The University of Texas at San Antonio, Page SAC - 8
- The University of Texas Health Science Center at Dallas,  
Page SAC - 8
- The University of Texas Medical Branch at Galveston,  
Page SAC - 8
- The University of Texas Health Science Center at Houston,  
Page SAC - 9
- The University of Texas Health Science Center at San  
Antonio, Page SAC - 9
- The University of Texas System Cancer Center,  
Pages SAC 9-10
- The University of Texas Health Center at Tyler,  
Page SAC - 10

The source of funds will be from departmental appropriations unless otherwise specified.



THE UNIVERSITY OF TEXAS SYSTEM ADMINISTRATION

1980-81 BUDGET

Item No.	Explanation	Source of Funds	Application of Funds	Effective Dates
5.	Legal Expenses and Other Services Transfer of Funds	From: Available University Fund Unappropriated Balance	To: Legal Expenses and Other Services	
	Amount of Transfer	\$20,000	\$20,000	7-1-81
6.	Office of Investments and Trusts Transfer of Funds	From: Available University Fund Unappropriated Balance	To: Investments and Trusts Maintenance and Operation	
	Amount of Transfer	\$13,000	\$13,000	7-1-81
7.	U.T. System Airplane Operation Transfer of Funds	From: Available University Fund Unappropriated Balance	To: U.T. System Airplane Operation - Maintenance and Operation \$ 60,000 Travel 2,000 Lease Equipment Costs 40,000	
	Amount of Transfer	<u>\$102,000</u>	<u>\$102,000</u>	7-1-81

THE UNIVERSITY OF TEXAS AT EL PASO

1980-81 BUDGET

Item No.	Explanation	Source of Funds	Application of Funds	Effective Dates
7.	Plant Funds Projects Transfer of Funds	From: Educational and General Funds Unappropriated Balance	To: Plant Funds Projects - Rehabilitation of Graham Hall \$155,000 Modification to Mechanical System Liberal Arts Building 295,000 Major Periodic Maintenance Projects - Repair and/or Replacement of Roofs 135,000 Painting of the Exterior of Buildings 305,000 Replacement of Exterior Entry Doors 60,000	
	Amount of Transfer	<u>\$950,000</u>	<u>\$950,000</u>	7-1-81

THE UNIVERSITY OF TEXAS AT SAN ANTONIO

1980-81 BUDGET

Item No.	Explanation	Source of Funds	Application of Funds	Effective Dates
10.	Computer Center Project Transfer of Funds	From: Combined Fee Revenue Bond Proceeds: Interest on Time Deposits \$200,000 Interest on Treasury Notes <u>250,000</u>	To: Computer Center Project - Equipment and Long Term Com- puter Programs	
	Amount of Transfer	<u>\$450,000</u>	<u>\$450,000</u>	8/1/81

THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT DALLAS

1980-81 BUDGET

Item No.	Explanation	Source of Funds	Application of Funds	Effective Dates
61.	Plant Funds Projects Transfer of Funds	From: General Funds Unappropriated Balance	To: Plant Funds Projects- Special Equip- ment \$1,600,000 Minor Repairs and Remodeling and Improvements Other than Buildings 900,000 Renovation of Locke Medical Building <u>1,000,000</u>	
	Amount of Transfer	<u>\$3,500,000</u>	<u>\$3,500,000</u>	7-1-81

THE UNIVERSITY OF TEXAS MEDICAL BRANCH AT GALVESTON

1980-81 BUDGET

Item No.	Explanation	Source of Funds	Application of Funds	Effective Dates
40.	Plant Funds Projects Transfer of Funds	From: General Funds Unappropriated Balance (via Estimated Income)	To: Plant Funds - Project Allocation Account	
	Amount of Transfer	\$1,000,000	\$1,000,000	8/1/81

THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT HOUSTON

1980-81 BUDGET

Item No.	Explanation	Source of Funds	Application of Funds	Effective Dates
46.	Plant Funds Projects Transfer of Funds	From: General Funds Unappropriated Balance	To: Plant Funds Projects- Special Projects and Equipment \$1,000,000 Special Furni- ture and Equip- ment	
	Amount of Transfer	<u>\$2,000,000</u>	<u>1,000,000</u> <u>\$2,000,000</u>	7-1-81

THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT SAN ANTONIO

1980-81 BUDGET

Item No.	Explanation	Source of Funds	Application of Funds	Effective Dates
53.	Plant Funds Projects Transfer of Funds	From: General Funds Unappropriated Balance	To: Plant Funds Projects- Energy Conser- vation Project \$ 350,000 Minor Renovation Projects 400,000 Institutional Furniture and Equipment 500,000	
	Amount of Transfer	<u>\$1,250,000</u>	<u>500,000</u> <u>\$1,250,000</u>	7-1-81

THE UNIVERSITY OF TEXAS SYSTEM CANCER CENTER

1980-81 BUDGET

Item No.	Explanation	Source of Funds	Application of Funds	Effective Dates
6.	Plant Funds Projects Transfer of Funds	From: General Funds Unappropriated Balance \$1,000,000 Plant Funds Renewals and Replacements 100,000 Plant Funds Unexpended Unappropriated Balance	To: Unexpended Plant Funds - Special Equipment	
	Amount of Transfer	<u>1,000,000</u> <u>\$2,100,000</u>	<u>\$2,100,000</u>	7-1-81

THE UNIVERSITY OF TEXAS SYSTEM CANCER CENTER  
(continued)

1980-81 BUDGET

Item No.	Explanation	Source of Funds	Application of Funds	Effective Dates
7.	Plant Funds Projects Transfer of Funds	From: General Funds Unappropriated Balance (via Estimated Income)	To: Unexpended Plant Funds - Special Equipment Account	
	Amount of Transfer	\$1,186,000	\$1,186,000	8/1/81

THE UNIVERSITY OF TEXAS HEALTH CENTER AT TYLER

1980-81 BUDGET

Item No.	Explanation	Source of Funds	Application of Funds	Effective Dates
1.	Plant Funds Projects Transfer of Funds	From: General Funds Unap- propriated Balance	To: Plant Funds Projects - Renovation of "Unit B" \$3,750,000 Research Building 2,000,000 Special Equipment 450,000 <u>\$6,200,000</u>	
	Amount of Transfer	<u>\$6,200,000</u>	<u>\$6,200,000</u>	7-1-81

**Aca. & Dev.  
Affairs Com.**

ACADEMIC AND DEVELOPMENTAL AFFAIRS COMMITTEE  
Committee Chairman (Mrs.) Blumberg

Date: October 9, 1981

Time: Following the Meeting of the System Administration Committee

Place: Second Floor, University Center, U. T. Tyler

	<u>Page A&amp;D</u>
1. U. T. System: <u>Docket of the Chancellor of the System</u>	3
2. U. T. Austin: Proposed Appointment to the Leslie Bowling Professorship in Geological Sciences in the College of Natural Sciences for One-Half Month During the 1981-82 Fall Semester	3
3. U. T. Austin: Proposed Appointment to the DeWitt C. Greer Professorship in Transportation Engineering	3
4. U. T. Austin: Proposed Appointment to the Jack S. Josey Chair in Science and Designation as Regental Professor	4
5. U. T. Austin: Amendments to "The Centennial Teachers and Scholars Program"	4
6. U. T. Austin (U. T. McDonald Observatory): Proposed Design and Cost Study of 7.6 Meter Telescope (Formerly Referred to as 300-Inch Telescope)	6
7. U. T. Austin: Request for Approval of Memorandum of Understanding with The University of Texas Law School Foundation	7
8. U. T. Austin: Request for Approval of an Amendment to the Agreement with Southwest Texas Public Broadcasting Council	11
9. U. T. Austin - College of Fine Arts Foundation Advisory Council: Proposed Nominee Thereto (NO PUBLICITY UNTIL ACCEPTANCE IS RECEIVED)	17
10. U. T. Austin and U. T. Permian Basin: Proposed Move of the Petroleum Extension Service (PETEX) from Odessa College to the Campus of The University of Texas of the Permian Basin	17
11. U. T. Dallas: Request for Approval to Change the Name of One of the Three Non-Endowed Professorships	17

	<u>Page</u> <u>A&amp;D</u>
12. U. T. El Paso: Proposed Affiliation Agreements with (a) Region XIX Education Service Center, El Paso, Texas; (b) Lutheran Social Service of Texas, Inc., El Paso, Texas; and (c) ETCOM, Inc., El Paso, Texas	18
13. U. T. El Paso - Development Board: Proposed Nominee Thereto (NO PUBLICITY UNTIL ACCEPTANCE IS RECEIVED)	18
14. U. T. San Antonio: Recommended Intercollegiate Athletics Donor Plan	19

- ✓ 1. U. T. System: Docket No. 19 of the Chancellor of the System.--

RECOMMENDATION

It is recommended that Docket No. 19 of the Chancellor of the System 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. Austin: Proposed Appointment to the Leslie Bowling Professorship in Geological Sciences in the College of Natural Sciences for One-Half Month During the 1981-82 Fall Semester.--

RECOMMENDATION

The Office of the Chancellor concurs with President Flawn's recommendation to appoint Dr. M. K. Horn for a one-half month appointment during the 1981-82 Fall Semester as the Leslie Bowling Professor of Geological Sciences. Dr. Horn's period of appointment as a visiting professor would be October 16-31, 1981, and would be accompanied by a salary stipend from the professorship's endowment income. The details of this appointment are consistent with the purpose of the Bowling Professorship, which is to attract persons from industry and government to visit the Department of Geological Sciences for varying lengths of time, and present lectures and seminars on topics of current geologic interest.

BACKGROUND INFORMATION

The proposed appointee is highly regarded in both academic and industry circles as an outstanding scientist and administrator. Since 1970, he has been director of Exploration and Production Research for the Cities Services Company in Tulsa, Oklahoma. He has an established reputation as a petroleum geologist, mathematical geologist, and regional stratigrapher, and is currently editor of the Bulletin of the American Association of Petroleum Geologists.

The Leslie Bowling Professorship in Geological Sciences was established by the U.T. Board of Regents on August 4, 1978.

- ✓ 3. U. T. Austin: Proposed Appointment to the DeWitt C. Greer Professorship in Transportation Engineering.--

RECOMMENDATION

The Office of the Chancellor concurs with President Flawn's recommendation that Dr. William R. Hudson, Professor of Civil Engineering, be appointed to the DeWitt C. Greer Professorship in Transportation Engineering, effective upon Regental approval of the establishment of the professorship.

BACKGROUND INFORMATION

The proposed appointee has been a member of the College of Engineering faculty since the mid-1960s, and he has received national and international recognition for his work in pavement design and management as related to both highways and airports. He has co-authored more than 200 technical reports, and is a frequent lecturer and consultant to government and industrial research groups in the United States and Latin America. His expertise has been recognized by the Transportation Research Board of the National Academy



of Sciences, for whom he chairs the Pavement Section and its nine committees. He has also provided primary leadership for the transportation engineering program at U.T. Austin, and has served the College of Engineering as its associate dean.

The proposal to establish the Dewitt C. Greer Professorship in Transportation Engineering is set forth in Item 3 on Page L&I - 20.

✓ 4. U. T. Austin: Proposed Appointment to the Jack S. Josey Chair in Science and Designation as Regental Professor. --

RECOMMENDATION

The Office of the Chancellor concurs with President Flawn's recommendation that Dr. Steven Weinberg be appointed to the Jack S. Josey Chair in Science and be designated as Regental Professor under Section 1.86, Chapter III, Part One, Regents' Rules and Regulations, effective January 18, 1982.

BACKGROUND INFORMATION

Dr. Weinberg was awarded the Nobel Prize in Physics in 1979 for his work regarding theory unifying weak-strong electromagnetic and gravity forces in nature. He was a Visiting Professor at The University of Texas at Austin in 1980-81. Dr. Weinberg is the holder of the Higgins Professorship of Physics at Harvard University. He is a member of the National Academy of Sciences and has previously held academic positions at Columbia University, the University of California-Berkeley, and Massachusetts Institute of Technology, in addition to his position at Harvard.

The Jack S. Josey Chair in Science was established by the U.T. Board of Regents on February 13, 1981, as a result of the generosity of The Robert A. Welch Foundation, and this appointment is in accordance with the provisions establishing the Chair.

The Regents' Rules and Regulations specify that any faculty member awarded the Nobel Prize will, upon appropriate recommendation, be given the title Regental Professor.

5. U. T. Austin: Amendments to "The Centennial Teachers and Scholars Program". --

RECOMMENDATION

The Office of the Chancellor concurs in the recommendation of President Flawn that The Centennial Teachers and Scholars Program adopted by the Board of Regents on August 14, 1981, be amended as shown in congressional style below:

- "a. that The Centennial Teachers and Scholars Program be established to be effective September 1, 1981;
- "b. that, except as provided in Item f.(6) below, The Centennial Teachers and Scholars Program cease on August 31, 1983;
- "c. that \$10 million in Available University Fund monies be earmarked for The Centennial Teachers and Scholars Program for the fiscal year beginning September 1, 1981; that, with the prior approval of the Board of Regents, additional Available University Fund monies (if needed and available) may be earmarked for the program during Fiscal Year 1982;

- "d. that the President of U. T. Austin and the Chancellor of the U. T. System be instructed to recommend in the summer of 1982 an amount of Available University Fund monies to be earmarked for The Centennial Teachers and Scholars Program for the fiscal year beginning September 1, 1982;
- "e. that the President of U. T. Austin and the Chancellor of the U. T. System be instructed to report to the Board in the summer of 1983 as to the desirability of continuing under another name a program of matching private grants for the endowment of academic positions out of the Available University Fund; and
- "f. that, subject to the availability of matching funds, the President of U. T. Austin and the Office of the Chancellor of the U. T. System shall make recommendations to the Board of Regents for the matching of individual private grants with Available University Fund monies under The Centennial Teachers and Scholars Program pursuant to ~~operate-within~~ the following guidelines:
- (1) that matching monies be available only for grants from private sources in amounts that will, at a minimum, fully fund one of the endowed academic positions provided for in Section 4 of Chapter I of Part Two of the Regents' Rules and Regulations as the Section now reads or as it later may be amended;
  - (2) that once the condition in (1) above is met, the Board of Regents agrees to match from the Available University Fund each dollar granted by private sources, at the donor's option, as follows:
    - (a) the Board of Regents will provide matching monies in an amount sufficient to double the size of the grant for the establishment of one endowed academic position; or
    - (b) the Board of Regents will allow the grant to be divided and will provide matching monies on a dollar-for-dollar basis to each divided portion of the grant in order to establish additional endowed academic positions that require the same or a lesser minimal amount for establishment;
  - (3) that, other than the matching of private grants with Available University Fund monies, all provisions of Section 4 of Chapter I of Part Two of the Regents' Rules and Regulations as that section now reads or as it later may be amended will be in full force and effect;
  - (4) that the investment procedures for the endowments established under The Centennial Teachers and Scholars Program be the same as those established for other endowments of academic positions;
  - (5) that The Centennial Teachers and Scholars Program be effective for gifts received on or after September 1, 1981 and, except as provided in (6) below, before or on August 31, 1983;
  - (6) that matching monies made available under The Centennial Teachers and Scholars Program ~~not~~ be available for matching pledges made [that-are-not-to-be-fulfilled] before or on August 31, 1983 if the pledges are to be fulfilled during the two-year period following August 31, 1983; [and]
  - (7) that matching monies made available under The Centennial Teachers and Scholars Program ~~not~~ be available for matching

testamentary grants insofar as the terms of the last will and testament of the donor, the wishes of the donor as determined by the last will and testament, and these guidelines are in harmony; and [-]

- (8) that, should The Business School Foundation, The University of Texas Law School Foundation, The Lyndon Baines Johnson Foundation, or The University of Texas Foundation, Inc. (four closely cooperating external foundations) elect to transfer to The University of Texas at Austin the corpus of any grant made to any of them on or after September 1, 1980 for the endowment of academic positions at The University of Texas at Austin, matching monies made available under The Centennial Teachers and Scholars Program will be available for matching purposes under these guidelines."

#### BACKGROUND

When the U. T. System Board of Regents approved The Centennial Teachers and Scholars Program at its meeting on August 14, 1981, Chancellor Walker and President Flawn were asked to ascertain whether the eligibility guidelines for matching private grants with Available University Fund monies could and should be made more inclusive. The above recommendations reflect the results of inquiries made pursuant to that request.

- ✓ 6. U. T. Austin (U. T. McDonald Observatory): Proposed Design and Cost Study of 7.6 Meter Telescope (Formerly Referred to as 300-Inch Telescope). --

#### RECOMMENDATION

The Office of the Chancellor concurs with President Flawn's recommendation that the U.T. Board of Regents:

1. Authorize an allocation of \$250,000 from funds appropriated for updating Teaching and Laboratory Equipment for project design and cost studies related to the 7.6 meter telescope project at McDonald Observatory.
2. Authorize President Flawn to approve contracts, within the funds allocated, with outside agencies for design work and cost feasibility studies as may be required for the project subject to any required approval by the Office of the Chancellor and the U.T. Board of Regents through the institutional docket.

#### BACKGROUND INFORMATION

This allocation of funds to this project will permit establishment of an administrative structure to direct the design study work and establishment of a technical design and assessment group to complete all basic design work for the telescope primary mirror and optical system. This will provide a complete and final technical evaluation of the large telescope project within the year.

✓ 7. U. T. Austin: Request for Approval of Memorandum of Understanding with The University of Texas Law School Foundation.--

RECOMMENDATION

The Office of the Chancellor concurs in the recommendation of President Flawn that the Board of Regents give approval for the execution of the Memorandum of Understanding between The University of Texas at Austin and The University of Texas Law School Foundation as set out on pages A&D 7-10 . The proposed Memorandum of Understanding memorializes the nature of the relationship between The University of Texas Law School Foundation and The University of Texas at Austin School of Law.

BACKGROUND INFORMATION

Attorney General's Opinion No. H-1309, dated December 28, 1978, in response to a request for an opinion from the State Auditor, raised, without totally clarifying many questions concerning the relationship of foundations to state-supported universities in Texas. The Board of Regents has taken several steps to bring The University of Texas' relationships with Foundations within the ascertainable guidelines set out in Opinion No. H-1309. Among those steps, the Board on October 24, 1980, completely reorganized and revised Chapter VII of Part One of the Regents' Rules and Regulations relating to System private fund development and foundations. And, on August 14, 1981, in accordance with the revised requirements of Chapter VII of Part One of the Regents' Rules and Regulations, the Board approved the creation of two internal corporations (The University of Texas at Austin School of Law Continuing Education, Inc. and The University of Texas at Austin School of Law Publications, Inc.) to assist in the conduct of certain activities at the School of Law. On the other hand, the necessity of certain other steps was not readily ascertainable from the language of Opinion No. H-1309. Accordingly, Chancellor Walker, on December 22, 1980, asked for a clarifying opinion from Attorney General Mark White with regard to the specific Memorandum of Understanding before the Board of Regents for approval today.

MEMORANDUM OF UNDERSTANDING

By this Memorandum of Understanding, The University of Texas at Austin (The University) and The University of Texas Law School Foundation (The Foundation) agree:

1. The Foundation has engaged in development activities for The University of Texas School of Law (The Law School), has assisted in maintaining alumni relations on behalf of The Law School, has participated in the Continuing Legal Education (CLE) program of The Law School, has provided various and substantial support for the development of The Law School, its faculty and staff, and has furnished important administrative and other services to The Law School and The University. The continuation of these activities is essential to the maintenance of a law school of the first class. The University and The Foundation deem it appropriate

to, and do hereby, memorialize the nature of the relationship between The Foundation and The University and The Law School, ratify and approve these past activities by The Foundation, and agree mutually for the future regarding the respective roles, rights, and obligations of The University and The Foundation in this relationship.

2. The Foundation is a nonprofit educational corporation chartered in 1952 for the purposes of supporting the educational undertaking of The Law School by furthering legal education, legal research, financial assistance to deserving students, and the progress of law, and of soliciting donations for particular objectives to accomplish such purpose, and of cooperating with the advancement of the general welfare of The University as a whole. The Statement of Development Policy by the Board of Trustees of The Foundation includes the activities of securing, holding in trust, and administering funds for the benefit of The School of Law of The University of Texas at Austin.

3. The Foundation agrees that, during the term of this Memorandum of Understanding, The Foundation: (1) will continue to invest and administer the funds presently on hand for the benefit of The Law School; (2) will continue to conduct a development program for the benefit of The Law School and The University to insure procurement and retention of outstanding law faculty members, to enrich the educational environment of The Law School, and by other reasonable means to enhance the prestige of, and to advance, The Law School, and will utilize its expertise, resources, and personnel for such purposes; (3) will use reasonable efforts to finance and conduct, or work with law school alumni groups interested in financing and conducting, programs and publications designed to maintain good alumni relations on behalf of The Law School; (4) will use on behalf of The Law School, or will lease, loan, or give to The Law School from time to time, to the extent that it is feasible to do so, equipment needed by The Law School or helpful to its operations; (5) will continue to render other assistance to The Law

School of the general nature of the assistance that it has rendered in the past, and to render other assistance to The Law School in the future as may mutually appear desirable; and (6) will continue to recognize The School of Law of The University of Texas at Austin as the sole beneficiary of its development policy and its educational support.

4. The University agrees that, during the term of this Memorandum of Understanding, The University: (1) will provide reasonable space in or near The Law School building, as approved by The University President and The Law School Dean, to The Foundation for the purpose of carrying out its obligations hereunder and for its general operations on behalf of The Law School; (2) will provide the utilities and telephone service reasonably needed by The Foundation in carrying out its activities under this Memorandum of Understanding; and (3) will permit reasonable use of University equipment and personnel as needed to coordinate the activities of The Foundation with the educational operations of The Law School, and hereby expressly recognizes that the Dean, Associate Deans, and members of The Law School faculty may reasonably assist from time to time in development programs as may be needed or helpful in coordinating those Foundation activities with the operations of The Law School.

5. It is expressly mutually agreed that: (1) staff personnel working for or serving The Foundation may be paid as University employees, but the salaries and The University's portion of retirement benefits for such personnel will be reimbursed to The University by The Foundation, and other usual benefits for such personnel will be provided by The University; however, all such personnel are subject to all of the rules, regulations, and personnel policies of The University; (2) funds raised by the development activities of The Foundation may be subject to a reasonable management or operations charge or fee by The Foundation, but all such charges or fees in regard to endowed funds shall come from

income and not from corpus; all funds, whether endowed, restricted, or unrestricted, raised by the development activities of The Foundation shall be held, invested, managed, and disbursed by The Foundation for the sole benefit of The Law School, subject to any restrictions placed thereon by particular donors.

THIS AGREEMENT is effective immediately upon execution by the Parties and approval by the Board of Regents of The University of Texas System, and the Agreement shall remain in effect from year to year unless modified in writing by mutual agreement of The Foundation and The University, or terminated by either The Foundation or The University upon giving notice twelve (12) months prior to the end of a fiscal year of The University.

APPROVED by The Foundation on this the \_\_\_\_\_ day of December, A.D. 1980.

THE UNIVERSITY OF TEXAS LAW  
SCHOOL FOUNDATION

By \_\_\_\_\_  
KRAFT EIDMAN  
President

THE UNIVERSITY OF TEXAS  
AT AUSTIN

By \_\_\_\_\_  
PETER T. FLAWN  
President

8. U. T. Austin: Request for Approval of an Amendment to the Agreement with Southwest Texas Public Broadcasting Council. --

RECOMMENDATION

The Office of the Chancellor concurs with President Flawn's recommendation that an amendment to the agreement between The University of Texas at Austin and the Southwest Texas Public Broadcasting Council (SWTPBC) be approved. This amendment is set forth on Pages A&D 12-16.

BACKGROUND INFORMATION

In December, 1979, the U.T. Board of Regents approved an agreement between The University of Texas at Austin and the Southwest Texas Public Broadcasting Council (SWTPBC) to lease campus facilities for use by the KLRU public television station. The agreement was designed to continue from year to year until terminated by either party. As a result of recent negotiations between U.T. Austin and SWTPBC, the proposed amendment has been developed in order to make relatively minor adjustments in the contractual relationship.

Specifically, the amendment has been initiated to accomplish the following objectives:

- (a) To reduce the actual space leased to SWTPBC under the agreement dated December 12, 1979;
- (b) To increase per square foot lease rates in order to reflect increased costs to the University;
- (c) To permit SWTPBC to pay its lease costs on a monthly, rather than a quarterly, basis; and
- (d) To designate the Associate Dean of the College of Communication as the individual at U.T. Austin responsible for scheduling use of shared space.



AMENDMENT NUMBER ONE

This Amendment, effective the 1st of September, 1981, by and between the Southwest Texas Public Broadcasting Council, a corporation organized and existing under the laws of the State of Texas, with its home offices in San Antonio, Bexar County, Texas, and Austin, Travis County, Texas, hereinafter called "SOUTHWEST," and the Board of Regents of The University of Texas System, for and on behalf of The University of Texas at Austin, located in Austin, Travis County, Texas, hereinafter called "UNIVERSITY";

WHEREAS, the parties hereto entered into an agreement ("Agreement" or "Original Agreement") dated December 12, 1979; and

WHEREAS, the parties are desirous of amending said Agreement in respect to certain aspects of the leased space agreement;

NOW, THEREFORE, it is agreed as follows:

1. Article III, Paragraph One, is amended as follows:  
Net assignable square feet of space in Communication Building "B" are reduced from approximately 42,298 to approximately 39,835. Additionally, the UNIVERSITY agrees to lease approximately 1,200 square feet of storage space at Balcones Research Center to SOUTHWEST. The exact description of said space is contained in the attached, amended Schedule "A."
2. Article IV is amended entirely to read as follows:  
SOUTHWEST and the UNIVERSITY will have equal use of, and access to, the leased facilities and equipment, and as compensation for the use of said facilities,

equipment and furniture owned by the University and utilities consumed by the operation of the station, SOUTHWEST agrees to pay the UNIVERSITY in advance and on a monthly basis, a sum of cash equal to an annual rental of \$195,201.40, said figure to be adjusted to reflect the actual cost of the utilities consumed. The two elements of this rental fee are calculated as follows: (1) the net annual rate of \$9.68 per square foot for 39,835 net assignable square feet in Communication Building "B" (which includes the estimate of \$177,613 for utilities) equals \$385,602.80 divided by two (because of joint access by both parties) equals \$192,801.40, plus (2) the net annual rate of \$2.00 per square foot for 1,200 net assignable square feet in Balcones Research Center Building 30 equals \$2,400.00. These two rates total to an annual rental rate of \$195,201.40. The first payment under this contract of \$16,266.78 is due on September 1, 1981, to cover the month beginning September 1, 1981. Thereafter, monthly payments will be due on the first day of each month in which the contract is in effect. In scheduling its use of the leased facilities, the UNIVERSITY will, in good faith, give due recognition to the production and broadcasting obligations of SOUTHWEST, wherein time is of the essence.

3. Article VI is amended as follows:

The person responsible for scheduling on behalf of the UNIVERSITY is changed from the Director of the Communication Center to Associate Dean of the College of Communication.

EXECUTED by the parties on the \_\_\_\_\_ day of

\_\_\_\_\_, 1981.

BOARD OF REGENTS OF THE  
UNIVERSITY OF TEXAS SYSTEM

ATTEST:

\_\_\_\_\_  
SECRETARY

\_\_\_\_\_  
CHAIRMAN

SOUTHWEST TEXAS PUBLIC  
BROADCASTING COUNCIL

ATTEST:

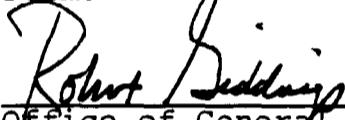
\_\_\_\_\_  
CHAIRMAN

\_\_\_\_\_  
PRESIDENT

Approved as to  
Content:

  
\_\_\_\_\_  
Chancellor of  
The University of Texas  
System

Approved as to  
Form:

  
\_\_\_\_\_  
Office of General Counsel

AMENDED  
SCHEDULE A  
SOUTHWEST TEXAS PUBLIC BROADCASTING COUNCIL  
SCHEDULE OF OCCUPIED SPACE  
COMMUNICATION BUILDING B

<u>ROOM NUMBER</u>	<u>OCCUPANT OR DEPARTMENT</u>	<u>SQUARE FOOTAGE</u>
3-102	Master Control	1433
3-108	Public Information	182
3-110	Graphics	821
3-116	Photography	140
3-116A	Photography	34
3-116B	Photography	93
3-120	Production/Operations	455
3-120A	Production/Operations	85
3-120B	Production/Operations	85
3-120C	Production/Operations	174
3-120D	Production/Operations	88
3-120E	Instructional	121
3-120F	Instructional	129
3-122	Instructional	108
3-122A	Instructional	89
3-126	Printing	268
3-126A	Printing	142
3-128	Graphics	111
3-130	Auction and Development	195
3-130A	Development	87
3-130B	Auction	87
3-134	Public Information	182
3-140	Engineering	225
3-140C	Engineering	180
3-140D	Engineering	123
3-144	Administration - General Office	567
3-144A	Administration	75
3-144B	Administration - Storeroom	45
3-144D	Administration	145
3-144E	Administration	145
3-144F	Administration	221
3-144G	Administration - Storeroom	21
3-144GA	Administration	266
3-144H	Administration	124
3-146	Administration - Conference	232
3-146A	Administration	35
3-146AA	Administration	41
3-202	Production	86
3-204	Production	86

<u>ROOM NUMBER</u>	<u>OCCUPANT OR DEPARTMENT</u>	<u>SQUARE FOOTAGE</u>
3-206	Programming - Viewing	252
3-206A	Programming - Viewing	40
3-208	Programming	86
3-210	Programming	162
3-212	Programming	85
3-214	Membership	85
3-216	Austin City Limits	109
3-218	Austin City Limits	85
3-220	Austin City Limits	91
3-222	Production	85
3-224	Production/Operations	95
3-114	Graphics	239
2-104	Cage	3610
2-106	Traffic	502
2-106A	Tape Library	850
2-110	Traffic Office	193
2-110A	Traffic Office	52
2-116	Scene Shop	1839
2-116A	Scene Shop	38
2-116B	Scene Shcp	63
2-116C	Scene Shop	47
2-116D	Scene Shop	79
2-116E	Scene Shop	210
2-114	Auction Storage	95
4-118	Studio 4C	2039
4-120A	Studio 4C - Producer's Office	80
4-120B	Studio 4C - Control Room	224
4-120	Airlock	36
4-128	Off Line Editing	184
6-102	Studio 6A	9061
6-112	Studio 6B	6418
6-202		67
6-202A	Office	69
6-202B	Audio Control Room - 6A & 6B	436
6-206		50
6-206A	Office - Producer	99
6-206B	Control Room 6A & 6B	493
7-110	Engineering Work Shop	1055
8-100	VTR Room	<u>2806</u>
	TOTAL IN COMMUNICATION BUILDING "B"	<u>39,835</u>

BALCONES RESEARCH CENTER

Building 30	Storage	<u>1,200</u>
	TOTAL IN BALCONES RESEARCH CENTER	<u>1,200</u>

- ✓ 9. U. T. Austin - College of Fine Arts Foundation Advisory Council: Proposed Nominee Thereto (NO PUBLICITY UNTIL ACCEPTANCE IS RECEIVED). --

RECOMMENDATION

The Office of the Chancellor concurs with President Flawn's recommendation that Mr. Meredith J. Long, Owner of Meredith Long Galleries, Houston, be approved for renomination to the U.T. Austin College of Fine Arts Foundation Advisory Council for a term to expire in 1984.

BACKGROUND INFORMATION

Mr. Long's renomination was inadvertantly omitted from those processed to the Board at its meeting on June 11-12, 1981. Mr. Long's term expired on August 31, and this renomination will allow him to continue to serve.

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

- ✓ 10. U. T. Austin and U. T. Permian Basin: Proposed Move of the Petroleum Extension Service (PETEX) from Odessa College to the Campus of The University of Texas of the Permian Basin. --

RECOMMENDATION

The Office of the Chancellor concurs with President Flawn's recommendation to move the training installation operated by the Petroleum Extension Service (PETEX) on the campus of Odessa College to The University of Texas of the Permian Basin. This proposal has the support of President Cardozier.

BACKGROUND INFORMATION

Upon Regental approval, twenty acres of the U.T. Permian Basin campus would be designated for PETEX use. Subject to subsequent approval of the U.T. Board of Regents and the Coordinating Board as necessary, a new building, funded from PETEX resources, would be placed on this site within approximately one year, along with various outdoor teaching equipment. Such equipment would include a portable oil field with wellhead and processing equipment, as well as a drilling platform. Programs to be taught would include drilling, well-service and work-over, and production operations, which includes production and processing of oil and gas.

Funds for construction of the building would come solely from earned income and contributions from the petroleum industry.

The Petroleum Extension Service is part of the Division of Continuing Education at U.T. Austin. Established in 1944, it has full-service training and educational capabilities, conducts technology schools and in-house training programs, and distributes training manuals, slides, tapes and films.

- ✓ 11. U. T. Dallas: Request for Approval to Change the Name of One of the Three Non-Endowed Professorships. --

RECOMMENDATION

The Office of the Chancellor concurs in former President Jordan's recommendation to name one of the three non-endowed professorships approved for U.T. Dallas as The Lloyd Viel Berkner Professorship.

BACKGROUND INFORMATION

At its meeting on February 15, 1981, the U.T. Board of Regents gave approval to name the three non-endowed distinguished professorships at U.T. Dallas as the Margaret McDermott Professorship, the Ida M. Green Professorship, and the Margaret E. Jonsson Professorship. Subsequent to that meeting, Mrs. McDermott indicated her desire not to have her name associated with any professorships other than those already established at other institutions. As a result, Dr. Jordan has requested the renaming of the professorship.

Dr. Berkner was the first president of the Southwest Center for Advanced Studies, and a valued member of the Texas Instruments Board of Directors from 1958 until his death in 1967. He was a rear admiral in the United States Navy and a distinguished scientist, recognized for his achievements by numerous scientific societies and several governments. Dr. Berkner held twelve honorary doctorates from universities around the world, and was elected a fellow and officer of many scientific societies.

- ✓ 12. U. T. El Paso: Proposed Affiliation Agreements with (a) Region XIX Education Service Center, El Paso, Texas; (b) Lutheran Social Service of Texas, Inc., El Paso, Texas; and (c) ETCOM, Inc., El Paso, Texas.--

RECOMMENDATION

The Office of the Chancellor concurs with President Monroe's recommendation that approval be given to affiliation agreements by and between The University of Texas at El Paso and the following facilities. The agreements were executed by the appropriate officials on the dates indicated below, to be effective upon approval by the U.T. Board of Regents.

<u>Facility</u>	<u>Agreement Executed</u>
(a) Region XIX Education Service Center, El Paso, Texas	June 17, 1981
(b) Lutheran Social Service of Texas, Inc., El Paso, Texas	June 26, 1981
(c) ETCOM, Inc., El Paso, Texas	August 28, 1981

BACKGROUND INFORMATION

These agreements are based on the model agreement for educational experiences in non-health related programs adopted by the U.T. Board of Regents on October 24, 1980. The agreement with ETCOM, Inc., will provide training opportunities for mass communications students at U.T. El Paso. The agreements with the other two facilities will provide training opportunities for students in U.T. El Paso's social work program.

- ✓ 13. U. T. El Paso - Development Board: Proposed Nominee Thereto (NO PUBLICITY UNTIL ACCEPTANCE IS RECEIVED).--

RECOMMENDATION

The Office of the Chancellor concurs with President Monroe's recommendation that Mr. Terry O'Donnell, Chairman of the Board and Chief Executive Officer of The First City National Bank, El Paso, be approved as a nominee to the U.T. El Paso Development Board for a term to expire in 1984.

### BACKGROUND INFORMATION

This term is available since the previously approved nominee declined to serve.

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 Board of Regents.

✓ 14. U. T. San Antonio: Recommended Intercollegiate Athletics Donor Plan. --

### RECOMMENDATION

The Office of the Chancellor concurs in the recommendation of President Wagener that the U. T. Board of Regents approve the proposed Intercollegiate Athletics Donor Plan for The University of Texas at San Antonio.

The proposed Intercollegiate Athletics Donor Plan is in three categories as follows:

#### Founders Club - \$1,000 Annual Contribution

1. Four season tickets for the basketball games
2. Option to purchase additional season tickets for adjoining seats
3. Donor's picture displayed in the lobby of the Convocation Center and becomes permanent after five years
4. Donor's name inscribed on a plaque to be displayed in the Office of the Department of Intercollegiate Athletics
5. Complimentary special parking for all basketball games
6. Recognition in game programs
7. Access to hospitality room at game times
8. Periodic mailings
9. Athletic team schedules
10. Membership certificate
11. Car decal

#### Roadrunner Club - \$250 Annual Contribution

1. First priority on seat selection if season tickets are purchased (Maximum of four tickets)
2. Special parking for on-campus basketball games
3. Recognition in game programs
4. Access to hospitality room at game times
5. Periodic mailings
6. Athletic team schedules
7. Membership certificate
8. Membership card
9. Car decal



Century Club - \$100 Annual Contribution

1. Second priority on seat selection if season tickets are purchased  
(Maximum of two tickets)
2. Recognition in game programs
3. Periodic mailings
4. Athletic team schedules
5. Membership certificate
6. Car decal

BACKGROUND INFORMATION

The University of Texas at San Antonio Intercollegiate Athletics Program requires supplemental funding as a means of ensuring high quality, successful programs. They require the active support and cooperation of individuals, businesses and organizations in the San Antonio community. With this support and cooperation, The University of Texas at San Antonio can develop major college athletic programs.

Anyone who desires to support the athletic program at The University of Texas at San Antonio is eligible to join. Funds contributed will provide supplemental funding to support scholarships and other needs for all sports in the intercollegiate program.

Recent indications are that the Internal Revenue Service will not issue letter rulings regarding income tax status of contributions to the U. T. San Antonio athletic fund. The matter of tax deductibility on contributions is to be resolved with the IRS by the individual donor. While it is clear that the portion of the option donation that is in excess of the value of the benefits received by the donor is deductible, the IRS states that each plan depends on the particular facts, and they will not resolve fact questions in a letter ruling. The fact question to be resolved in this particular situation would be the ascertainment of the value of the benefits received by the donor. That value may vary from taxpayer to taxpayer and will be a matter to be resolved with the IRS by the individual making the donation. We have submitted the plan to our outside tax counsel who will review and advise us as to any communications to the donors.

**Buildings &  
Grounds Com.**

BUILDINGS AND GROUNDS COMMITTEE  
Committee Chairman Richards

Date: October 8, 1981

Time: 1:30 p. m.

Place: Second Floor, University Center, U. T. Tyler

Page  
B & G

U. T. SYSTEM

1. (University Lands) - Addition to Hal P. Bybee Building, Midland, Texas (Project No. 101-471): Request for Appointment of Committee with Authorization to Award a Construction Contract Subject to Coordinating Board Approval and Additional Appropriation Therefor 4

U. T. ARLINGTON

2. Student Housing Phase II (Project No. 301-499): Report of Feasibility Study 4
3. Renovation of Existing Indoor and Outdoor Swimming Pools: Request for Project Authorization; Appointment of Project Engineer to Prepare Final Plans; Request to Submit Project to Coordinating Board; and Appropriation Therefor 5
4. Request to Grant Easements to the City of Arlington for Public Utilities 6

U. T. AUSTIN

5. Balcones Research Center (Project No. 102-463): Presentation of Study; Request for Project Authorization; Appointment of Project Architect(s) to Prepare Preliminary Plans and Cost Estimate; and Appropriation Therefor 10
6. Biological Laboratories Building - Facilities Improvements for the Department of Botany: Request for Project Authorization; Appointment of Project Architect to Prepare Preliminary Plans and Appropriation Therefor 12
7. College of Business Administration and Graduate School of Business - Phase I University Teaching Center (Project No. 102-480): Request for Approval of Final Plans and for Authorization to Advertise for Bids 14
8. College of Business Administration and Graduate School of Business - Phase II (Project No. 102-481): Request for Project Authorization, Appointment of Project Architect to Prepare Preliminary Plans and Appropriation Therefor 14

9. Little Campus Buildings (Project No. 102-395): Report of Revised Preliminary Cost Estimate for Building C and Revised Feasibility Study and Cost Estimate for Building H; Request to Prepare Revised Preliminary Plans for Building C and Preliminary Plans for Building H and Site Development; and Additional Appropriation Therefor 16
  10. Memorial Stadium/Bellmont Hall - 9th Level Improvements (Project No. 102-490): Request for Approval of Final Plans and Authorization to Advertise for Bids Subject to Coordinating Board Approval 17
  11. Marine Science Institute at Port Aransas - Auditorium (Project No. 102-493): Request for Approval of Final Plans and Authorization to Advertise for Bids Subject to Coordinating Board Approval 18
- U. T. EL PASO
12. Central Library (Project No. 201-473): Presentation of Preliminary Plans, Request to Prepare Final Plans and Additional Appropriation Therefor 18
- U. T. SAN ANTONIO
13. Multidisciplinary Studies Building and Addition to Arts Building (Phase II Buildings) (Project No. 401-334): Recommended Award of Contracts for Furniture and Furnishings 19
- U. T. HEALTH SCIENCE CENTER - DALLAS
14. Biomedical Research Building: Request for Project Authorization; Appointment of Project Architect to Prepare Preliminary Plans and Appropriation Therefor 21
  15. Harry S. Moss Clinical Science Building, 9th Floor Addition (Project No. 303-504): Presentation of Preliminary Plans, Request to Submit to Coordinating Board, Request to Prepare Final Plans Subject to Coordinating Board Approval and Additional Appropriation Therefor 23
- U. T. GALVESTON MEDICAL BRANCH
16. (U. T. Galveston Hospitals) - Ambulatory Care Center (Project No. 601-335): Recommended Inscription on Plaque 24
  17. Faculty/Staff Housing Study: Request for Authorization to Conduct Study and to Employ Bond Consultant 24
  18. Building for School of Allied Health Sciences and School of Nursing (Project No. 601-479): Presentation of Preliminary Plans; Request to Submit to Coordinating Board; Request to Prepare Final Plans Subject to Coordinating Board Approval and Additional Appropriation Therefor 25

U. T. HEALTH SCIENCE CENTER - HOUSTON

19. Cyclotron Facility: Request for Project Authorization; Appointment of Project Architect to Prepare Preliminary Plans and Cost Estimate; and Appropriation Therefor 26

U. T. CANCER CENTER

20. Request to Grant Easement to Houston Lighting and Power 27

21. (U. T. Science Park) - Veterinary Resources Division at Bastrop - Livestock Clinic: Request for Project Authorization, Submission to Coordinating Board; Completion of Plans and Specifications, Bid Advertisement, and Contract Award by U. T. Cancer Center Administration Subject to Coordinating Board Approval and Appropriation Therefor 31

22. (U. T. Science Park) - Veterinary Resources Division at Bastrop - Veterinary Pathology Building: Request for Project Authorization; Submission to Coordinating Board; Completion of Plans and Specifications, Bid Advertisement, and Contract Award by U. T. Cancer Center Administration Subject to Coordinating Board Approval and Appropriation Therefor 32

U. T. HEALTH CENTER - TYLER

23. Hospital Expansion (Project No. 801-387): Recommended Inscriptions on Two Plaques 33

1.

U. T. SYSTEM (UNIVERSITY LANDS) - ADDITION TO HAL P. BYBEE BUILDING, MIDLAND, TEXAS (PROJECT NO. 101-471): REQUEST FOR APPOINTMENT OF Committee with Authorization to Award a Construction Contract Subject to Coordinating Board Approval and Additional Appropriation Therefor

RECOMMENDATIONS

The Office of the Chancellor recommends that the Board:

- a. Appoint a Committee consisting of Committee Chairman Richards, Regent Milburn, Regent Newton, Chancellor Walker, and Director Kristoferson to award a construction contract within available funds, for the Addition to the Hal P. Bybee Building, Midland, Texas, subject to approval of the project by the Coordinating Board
- b. Appropriate additional funds in the amount of \$125,000 from the Available University Fund to provide for the estimated total project cost of \$130,000, \$5,000 having been previously appropriated from the Available University Fund.

BACKGROUND INFORMATION

On August 14, 1981, the U. T. Board of Regents approved the revised final plans for the Addition to the Hal P. Bybee Building at an estimated total project cost of \$130,000 and authorized submission of the project to the Coordinating Board, Texas College and University System. Accordingly, bids were called for and scheduled to be received on October 1, 1981. The project will be considered by the Coordinating Board at its meeting on October 29-30, 1981. If favorably considered, an award can be made immediately thereafter.

The results of the Committee action will be reported to the Board at a future meeting.

2.

U. T. ARLINGTON - STUDENT HOUSING PHASE II (PROJECT NO. 301-499): REPORT OF FEASIBILITY STUDY

RECOMMENDATIONS

The Office of the Chancellor concurs with the recommendation of President Nedderman that the Board accept the study prepared by the Consulting Architect, Geren Associates, and approve the concept of a future six-level facility housing approximately 600 students at an estimated total project cost of \$14,250,250.

BACKGROUND INFORMATION

On February 10, 1978, the Board approved the concept of accommodating a minimum of 15% of the student enrollment at U. T. Arlington in University-owned housing. The first step toward accomplishing this goal was the award of a construction contract by the Board on May 30, 1980 for Student Housing Initial Phase which is nearing completion and which will provide housing for 260 students.

In accordance with authorization of the Board on April 10, 1981, a Feasibility Study for Student Housing Phase II has been prepared by the Consulting Architect, Geren Associates, Fort Worth, Texas. The report offers for consideration the construction of a six-level facility housing approximately 600 students to be located in the block immediately west of the Initial Phase. The new facility would contain approximately 300 housing units, each accommodating 2 students, and would be of precast concrete modular type construction with a total gross floor area of

approximately 155,000 square feet. The estimated total project cost is \$14,250,250 if a construction contract can be awarded by January 1982.

The approval by the Board of the concept described above will allow U. T. Arlington to pursue methods and/or sources of financing for the project. When the method of financing is determined a request for project authorization will be submitted to the Board for consideration at a future meeting.

3. ✓ U. T. ARLINGTON - RENOVATION OF EXISTING INDOOR AND OUTDOOR SWIMMING POOLS: REQUEST FOR PROJECT AUTHORIZATION; APPOINTMENT OF PROJECT ENGINEER TO PREPARE FINAL PLANS; REQUEST TO SUBMIT PROJECT TO COORDINATING BOARD; AND APPROPRIATION THEREFOR

#### RECOMMENDATIONS

The Office of the Chancellor concurs with the recommendations of President Nedderman that the Board:

- a. Authorize renovation of the existing indoor and outdoor swimming pools at an estimated total project cost of \$840,000
- b. Appoint a project engineer to prepare final plans
- c. Authorize submission of the project to the Coordinating Board, Texas College and University System
- d. Appropriate \$840,000 from U. T. Arlington Building Use Fees for the estimated total project funding.

#### BACKGROUND INFORMATION

In a letter to Chancellor Walker, President Nedderman outlines the need for this project as follows:

"The University of Texas at Arlington utilizes a 25-yard indoor swimming pool and a 50-meter outdoor swimming pool in its Physical Education program and for recreational purposes. The indoor pool was completed in 1962, and the outdoor pool in 1965.

"Because of the leakage and need for considerable make-up water by the pool operators, a request to retain engineering consultants was made and approved, in compliance with Regents Rules and Regulations, Part 2, Chapter 8, Section 5.

"We have received their report, and the recommendation is that both pools be completely renovated, replace existing gutter supply and vacuum piping systems with new piping located and installed in a new 4' x 4' crawl-through piping tunnel; remove all existing filtering systems, pumps, piping, heat exchangers, valves, fitting, chemical treatment systems and other related equipment and replace with new piping and equipment."

U. T. Arlington Administration recommends that the Board consider the appointment of Love, Friberg and Associates, Inc., Fort Worth, Texas, as the project engineer because of the firm's expertise in this area and its knowledge of the existing problems.

4. ✓ U. T. ARLINGTON - REQUEST TO GRANT EASEMENTS TO THE CITY OF ARLINGTON FOR PUBLIC UTILITIES

RECOMMENDATION

The Office of the Chancellor concurs with the recommendation of President Nedderman that the Board grant two easements to the City of Arlington for underground public utility distribution lines as set forth on Pages B & G 6-10.

BACKGROUND INFORMATION

The City of Arlington has requested two underground utility easements, one 5' wide to parallel an existing 5' wide easement, and one new 10' wide easement as an extension to the existing sewer easement for the purpose of increasing utility services to accommodate future U. T. Arlington needs as well as other City customers in the area.

The easements generally follow the west curb of Pecan Street beginning on the north at Border Street and then running south 483.0 feet, containing 3,915 square feet of land.

EASEMENT FOR UNDERGROUND UTILITIES

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

That the BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM (hereinafter referred to as "Grantor"), of Travis County, State of Texas, acting herein by and through its Chairman duly authorized, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) cash and other good and valuable consideration to Grantor (receipt and sufficiency of which are hereby acknowledged) in hand paid by the CITY OF ARLINGTON, a municipal corporation of Tarrant County, Texas (hereinafter referred to as "Grantee"), does by these presents GRANT, SELL, and CONVEY unto Grantee an underground easement for right-of-way for a public utilities system in Tarrant County, Texas, to-wit:

BEING a 5 foot wide utility easement across the West side of Lots 1, 2, 3, and the North 1/2 of 4, Block 1, Ditto and Collins Addition to the City of Arlington, Tarrant County, Texas, conveyed to The University of Texas at Arlington Board of Regents by deeds recorded in Volume 6138, Page 598, Volume 6773, Page 1665, and Volume 6154, Page 938, Deed Records of Tarrant County, Texas, the centerline of said 5 foot utility easement being described as follows:



BEGINNING at a point in the North line of said Lot 1, 2.5 feet East of the East line of Pecan Street;

THENCE Southerly and parallel to said East line of Pecan Street 183.0 feet to a point in the South line of the North half of said LOT 4, the end of the herein described utility easement, containing 915 square feet of land.

Grantee, by the acceptance of this easement, agrees to construct its underground utilities system so as not to interfere with Grantor's use of the surface.

Grantee, or its agents, shall have the right to construct, repair, inspect, and maintain its underground utility system within said easement together with the right of ingress and egress for the purpose of constructing, repairing, inspecting, and maintaining said utility system.

TO HAVE AND TO HOLD the above-described easement and rights unto said Grantee until said easement shall be abandoned.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed, this the \_\_\_\_\_ day of \_\_\_\_\_, A.D., 1981.

ATTEST:

BOARD OF REGENTS OF THE  
UNIVERSITY OF TEXAS SYSTEM

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

By: \_\_\_\_\_  
JAMES L. POWELL, Chairman

Approved as to Form:

Approved as to Content:

  
University Attorney



THE STATE OF TEXAS       §  
  §  
COUNTY OF TRAVIS       §

BEFORE ME, the undersigned authority, on this day personally appeared JAMES L. POWELL, Chairman of the Board of Regents of The University of Texas System, known to me to be the person and

officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said Board of Regents of The University of Texas System.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 1981.

\_\_\_\_\_  
Notary Public in and for  
Travis County, Texas

My commission expires:  
\_\_\_\_\_

EASEMENT FOR UNDERGROUND UTILITIES

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

That the BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM (hereinafter referred to as "Grantor"), of Travis County, State of Texas, acting herein by and through its Chairman duly authorized, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) cash and other good and valuable consideration to Grantor (receipt and sufficiency of which are hereby acknowledged) in hand paid by the CITY OF ARLINGTON, a municipal corporation of Tarrant County, Texas (hereinafter referred to as "Grantee"), does by these presents GRANT, SELL, and CONVEY unto Grantee an underground easement for right-of-way for a public utilities system in Tarrant County, Texas, to-wit:

BEING a 10 foot wide utility easement across the East side of Lots 64, 65, 66, 67, 68, and 69, Block 8, Ditto and Collins Addition to the City of Arlington, Tarrant County, Texas, conveyed to The University of Texas at Arlington Board of Regents by deeds recorded in Volume 5417, Page 507, Volume 4574, Page 85, and Volume 4925, Page 111, Deed Records of Tarrant County, Texas, the centerline of said 10 foot utility easement being described as follows:

BEGINNING at a point in the South line of said Lot 64, 5.0 feet West of the West line of Pecan Street;

THENCE Northerly and parallel to said West line of Pecan Street, 300.0 feet to a point in the North line of Lot 69, the end of the herein described utility easement, containing 3,000 square feet of land.

Grantee, by the acceptance of this easement, agrees to construct its underground utilities system so as not to interfere with Grantor's use of the surface.

Grantee, or its agents, shall have the right to construct, repair, inspect, and maintain its underground utility system within said easement together with the right of ingress and egress for the purpose of constructing, repairing, inspecting, and maintaining said utility system.

TO HAVE AND TO HOLD the above-described easement and rights unto said Grantee until said easement shall be abandoned.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed, this the \_\_\_\_\_ day of \_\_\_\_\_, A.D., 1981.

ATTEST:

BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM

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

By: \_\_\_\_\_  
JAMES L. POWELL, Chairman

Approved as to Form:

Approved as to Content:

  
\_\_\_\_\_  
University Attorney

  
\_\_\_\_\_

THE STATE OF TEXAS       §  
  §  
COUNTY OF TRAVIS       §

BEFORE ME, the undersigned authority, on this day personally appeared JAMES L. POWELL, Chairman of the Board of Regents of The University of Texas System, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and

consideration therein expressed, in the capacity stated, and as the act and deed of said Board of Regents of The University of Texas System.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 1981.

\_\_\_\_\_  
Notary Public in and for  
Travis County, Texas

My commission expires:  
  
\_\_\_\_\_

5. ✓ U. T. AUSTIN - BALCONES RESEARCH CENTER (PROJECT NO. 102-463): PRESENTATION OF STUDY; REQUEST FOR PROJECT AUTHORIZATION; APPOINTMENT OF PROJECT ARCHITECT(S) to Prepare Preliminary Plans and Cost Estimate; and Appropriation Therefor

RECOMMENDATIONS

The Office of the Chancellor concurs with the recommendations of President Flawn that the Board:

- a. Approve in principle the design concept and scope of the initial phase development presented in the project analysis prepared by the White Budd VanNess Partnership
- b. Appoint a project architect or architects from the list on Page B&G 12 with authorization to prepare preliminary plans which will be presented for consideration at a future Board meeting
- c. Appropriate \$750,000 from the Available University Fund for fees and related project expenses through completion of preliminary plans.

BACKGROUND INFORMATION

In accordance with the authorization of the U. T. Board of Regents on July 10, 1980, a project analysis and evaluation of the proposed initial phase development at the Balcones Research Center have been made by U. T. Austin, the Office of Facilities Planning and Construction, and the Consulting Architect, the White Budd VanNess Partnership of Houston and Beaumont.

In a letter to the Office of the Chancellor, President Flawn states:

"I support the overall design concept and scope of the initial phase development presented in the Project Analysis, but I asked that costs be reconsidered in terms of acceptable industry practices for good quality industrial scientific research and development facilities."

The reconsideration resulted in reductions in the estimated current construction cost from \$72,325,376 to \$52,752,756 and in the proposed scope from 738,158 to 633,193 gross square feet. The proposed initial phase development is:

	<u>Gross Square Feet</u>	<u>Estimated Const. Cost</u>
Bureau of Economic Geology	345,848	\$22,794,815
Center for Electromechanics	88,086	7,129,385
Center for Energy Studies	68,706	7,014,104
Commons	97,107	7,515,432
Services Center	<u>33,446</u>	<u>1,602,920</u>
Subtotal	633,193	\$46,056,656
Site Development and Utilities	<u>-</u>	<u>6,696,100</u>
Total	<u>633,193</u> GSF	<u>\$52,752,756</u>

President Flawn stated further:

"Reductions in scope resulted principally from reassessment of programmatic needs by the Bureau of Economic Geology, consolidation of classrooms and auditoria and their relocation to the Commons for improved utilization, and deferral of portions of the Services Center to possible future phases.

"Although the overall, average current construction cost has been reduced from an estimated \$81.42/GSF to \$72.73/GSF, I am asking that during the development of preliminary plans, full consideration be given to maximum use of prefabricated building components and systems in an attempt to reduce costs further.

"I recommend that a Project Architect or Project Architects be appointed to develop preliminary plans and cost estimates for the initial phase development, to include: (1) site development and utilities distribution, (2) facilities for the Bureau of Economic Geology, (3) a combined facility for the Center for Electromechanics and the Center for Energy Studies, (4) the Commons and (5) the Services Center. A total project cost budget is to be developed for each of these items as part of the preliminary planning process. I expect to be kept fully informed as plans are developed as part of our efforts to reduce costs to the extent possible."

Anticipated source of funding for this project is the Available University Fund, Permanent University Fund Bond Proceeds, and other Unexpended Plant Fund sources.

It is suggested that the Board consider the appointment of project architects to develop preliminary plans for the various components of the project to assure that production of plans and specifications can meet desired time schedules. A logical division of responsibility would be:

- 1) Site development and utility distribution, together with a combined facility for the Center for Electromechanics and the Center for Energy studies,
- 2) Facilities for the Bureau of Economic Geology, and
- 3) The Commons and the Services Center

List of Firms Proposed for Appointment:

<u>Project Architect</u>	<u>Recent U. T. System Projects</u>
White Budd VanNess Partnership, Houston, Texas	U. T. Austin: Feasibility Study Balcones Research Center U. T. Austin: Addition to Pharmacy Building
Page Southerland Page, Austin, Texas	U. T. Health Science Center - Dallas: Animal Farm U. T. Health Science Center - Houston: Student/Faculty Apartments U. T. Galveston Medical Branch: Ambulatory Care Center
Barnes Landes Goodman Youngblood, Austin, Texas	U. T. Austin: Feasibility Study for Expansion of Physical Plant Facilities
Wilson Stoeltje Martin, Austin, Texas	U. T. Austin: Student Family Housing U. T. Austin: Refurbishment of 1941 Music Building U. T. System: Completion 5th Floor, Ashbel Smith Hall
Caudill Rowlett Scott, Houston, Texas	None

6. U. T. AUSTIN - BIOLOGICAL LABORATORIES BUILDING - FACILITIES IMPROVEMENTS FOR THE DEPARTMENT OF BOTANY: REQUEST FOR PROJECT AUTHORIZATION; APPOINTMENT OF PROJECT ARCHITECT TO PREPARE PRELIMINARY PLANS AND APPROPRIATION THEREFOR

RECOMMENDATIONS

The Office of the Chancellor concurs with the recommendations of President Flawn that the Board:

- a. Authorize renovation of the Biological Laboratories Building at an estimated construction cost of \$7,000,000, measured in October 1981 dollars
- b. Appoint a project architect from the list on Page B&G 13 with authorization to prepare preliminary plans and a detailed cost estimate which will be presented for consideration at a future Board meeting
- c. Appropriate \$90,000 from the Available University Fund for fees and related project expenses through completion of preliminary plans.

BACKGROUND INFORMATION

In a letter to the Office of the Chancellor, the need for this project is outlined by President Flawn as follows:

"The Department of Botany forwarded a request for facilities expansion and improvements to me during 1980-81 which I referred to our Faculty Building Advisory Committee. The Committee studied the situation and subsequently gave resolution of the Department's facilities problems a very high priority.

"The Department of Botany is principally housed in the Biological Laboratories, a building constructed in 1924 which has 65,847 gross square feet and 41,126 net assignable square feet. The Department

occupies 30,062 square feet in the Biological Laboratories; the Cell Research Institute, Plant Resources Center, and general purpose classrooms occupy the remainder of the building. The Biological Laboratories is outdated and inadequate for present and future teaching activities, as well as for botanical research. The Department suffers deficiencies in both the extent and quality of space assigned to it.

"The Department has 44,081 square feet assigned for its use and has requested that its space be approximately doubled by the construction of an addition to the Biological Laboratories building on the present site of the Biological Greenhouse across from Hogg Memorial Auditorium. I believe we should first determine whether it would be possible through a series of departmental space reassignments to provide the additional space needed for Botany in adjacent buildings in lieu of constructing an addition.

"I recommend that we request the appointment of a Project Architect to prepare preliminary plans for the renovation of the Biological Laboratories. The architect would also assist in our assessment of possible use of adjacent buildings to resolve this space problem. Possible renovation projects involving adjacent buildings would be brought to the Board at a future date."

Although no firm cost estimates are available for this proposed renovation the scope of improvements needed is similar to the renovation of the 1929 portion of Robert A. Welch Hall, which is now in progress. Based on the average of construction bids received on the Welch Hall Renovation project, and updating the cost for escalation since the bid date, it is estimated that an October 1981 renovation cost would be about \$7.0 million. An improved construction cost estimate and project schedule will be available upon completion of the preliminary plans. At that time a better forecast of total project cost will be provided.

List of Firms Proposed for Appointment:

<u>Project Architect</u>	<u>Recent U. T. System Projects</u>
Dahl/Braden/Chapman, Inc., Dallas, Texas	U. T. Health Science Center - Dallas: Renovation of Napa Building
Jessen Associates, Inc., Austin, Texas	U. T. Austin: Townes Hall Addition and Alteration U. T. Galveston Medical Branch: Texas Department of Corrections Hospital (In association with Houston firm)
Chumney Jones & Kell, San Antonio, Texas	U. T. Health Science Center - San Antonio: New Library (Association) Renovation of Original Library Building U. T. San Antonio: Phase I & II Buildings
White Dolce & Barr, Austin, Texas	None

The anticipated sources of funding for this project are from Permanent University Fund Bond Proceeds and the Available University Fund.

7. ✓ U. T. AUSTIN - COLLEGE OF BUSINESS ADMINISTRATION AND GRADUATE SCHOOL OF BUSINESS - PHASE I UNIVERSITY TEACHING CENTER (PROJECT NO. 102-480) - REQUEST FOR APPROVAL OF FINAL PLANS AND FOR AUTHORIZATION TO ADVERTISE FOR BIDS

RECOMMENDATIONS

The Office of the Chancellor concurs with the recommendations of President Flawn that the Board:

- a. Approve the final plans and specifications for the Phase I University Teaching Center at an estimated project cost of \$18,920,000 exclusive of electronic media equipment
- b. Authorize the Office of Facilities Planning and Construction to advertise for bids which will be presented at a future Board meeting for consideration.

BACKGROUND INFORMATION

In accordance with authorization of the U. T. Board of Regents on April 10, 1981, final plans and specifications for the construction of the University Teaching Center have been prepared by the Project Architect, Graeber, Simmons & Cowan, Austin, Texas. This Phase I construction for the College of Business Administration and Graduate School of Business will provide approximately 154,000 gross square feet of space at an estimated total project cost of \$18,920,000. The scope includes twenty-six major instructional and lecture-theatre type classrooms to accommodate 3500 students. A connecting bridge will carry pedestrians and utility lines over 21st Street. The scope and cost of electronic media equipment required to equip the building will be presented to the Board at a future date.

These new facilities for general University use will replace existing classrooms located in the Business Economics Building, thereby releasing space for other planned renovation of the College of Business Administration and the Graduate School of Business.

Anticipated sources of project funding are Permanent University Fund Bond Proceeds and the Available University Fund.

8. ✓ U. T. AUSTIN - COLLEGE OF BUSINESS ADMINISTRATION AND GRADUATE SCHOOL OF BUSINESS PHASE II (PROJECT NO. 102-481): REQUEST FOR PROJECT AUTHORIZATION, APPOINTMENT OF PROJECT ARCHITECT TO PREPARE PRELIMINARY PLANS AND APPROPRIATION THEREFOR

RECOMMENDATIONS

The Office of the Chancellor concurs with President Flawn's recommendations that the Board:

- a. Authorize construction of Phase II - College of Business Administration and Graduate School of Business at the estimated current construction cost of \$13,600,000
- b. Appoint a Project Architect from the list on Page B&G 15 to prepare preliminary plans and cost estimates to be presented at a future Board meeting for consideration
- c. Appropriate \$175,000 from the Available University Fund for fees and related expenses through completion of preliminary plans.



BACKGROUND INFORMATION

In a letter to the Office of the Chancellor, President Flawn details his recommendations as follows:

"I recommend that the development of preliminary plans be authorized for Phase II of the Business Project, which would include renovation of the Business Economics Building and Business Economics Office Building, an addition of approximately 18,000 gross square feet to the BEB and minor remodeling in several areas of the Graduate School of Business Building. Our preliminary estimate of the current construction cost is \$13.6 million. The total area of the buildings and the proposed addition is 399,963 gross square feet, but substantial portions of the Graduate School of Business Building (146,763 GSF) would not be involved.

"We must continue to use portions of these facilities while other areas are involved in the work, and preliminary planning activities must address the scheduling sequence. The total project cost depends in part upon the work schedules and can be better estimated at the conclusion of preliminary plans development.

"Although the Feasibility Study reported earlier called for very major changes to BEB and particularly BEOB, our plan proposes a modest renovation which would upgrade the heating, ventilation and air conditioning system to meet current fire code provisions, the addition of a fire protection system, spatial rearrangement where necessary to meet the programmatic needs of the College as well as aesthetic or cosmetic improvements. An improved tele-communications system is planned to incorporate the latest computer-based technologies as they apply to our teaching and research programs in Business. Pedestrian circulation patterns in these buildings will be greatly improved, and the proposed small addition to the BEB, which would create a new major entrance, is an integral part of this plan. Dean Kozmetsky concurs in my recommendation of this plan which will achieve improved facilities for the College at less cost than was suggested in the earlier Feasibility Study."

The anticipated sources of funding for this project are Permanent University Fund Bond Proceeds and the Available University Fund.

List of Firms Proposed for Appointment

<u>Project Architect</u>	<u>Recent U. T. System Projects</u>
Graeber, Simmons & Cowan, Austin, Texas	U. T. Austin: LBJ Library Major Modifications U. T. Austin: College of Business Administration Phase I University Teaching Center U. T. Austin: Renovation of Welch Hall
Pfluger & Polkinghorn, Austin, Texas	U. T. Austin: Temporary Surge Facility at Wooldridge Hall
Jessen Associates, Inc., Austin, Texas	U. T. Austin: Townes Hall Addition and Alterations U. T. Galveston Medical Branch: Department of Corrections Hospital (In association with Houston firm)
3/D International, Houston, Texas	U. T. Health Science Center - Houston: Feasibility Study Ambulatory Care Center
Crain/Anderson, Inc., Houston, Texas	U. T. Austin: Education Building Remodeling for Graduate School of Library and Information Science U. T. Arlington: Special Events Center

9. U. T. AUSTIN - LITTLE CAMPUS BUILDINGS (PROJECT NO. 102-395): REPORT OF REVISED PRELIMINARY COST ESTIMATE FOR BUILDING C AND REVISED FEASIBILITY STUDY AND COST ESTIMATE FOR BUILDING H; REQUEST TO PREPARE REVISED PRELIMINARY PLANS FOR BUILDING C AND PRELIMINARY PLANS FOR BUILDING H AND SITE DEVELOPMENT; AND ADDITIONAL APPROPRIATION THEREFOR

RECOMMENDATIONS

The Office of the Chancellor concurs with the recommendations of President Flawn that the Board:

- a. Receive the report of 1) the revision to the previously approved preliminary cost estimate for Building C and, 2) the revised Feasibility Study and Cost Estimate for Building H; at a combined estimated total project cost of \$5,296,560 including site development
- b. Authorize the Project Architect to prepare 1) revised preliminary plans for Building C and, 2) preliminary plans for Building H and the site development of the Little Campus
- c. Appropriate \$30,000 from the Available University Fund for fees and related project expenses through completion of preliminary plans, \$36,500 having been previously appropriated from Interest on Bond proceeds, and \$40,000 having been previously appropriated from the Available University Fund.

BACKGROUND INFORMATION

In accordance with authorization of the U. T. Board of Regents on October 24, 1980, the Project Architect, Beran and Shelmire, Dallas, Texas, has revised the preliminary cost estimate for a two-story (Circa 1859) Building C to reflect a proposed use of the building as a Visitors Information Center. (The previously approved preliminary plans for Building C was for functional re-use as museum space.) In addition, revisions have been made to the Feasibility Study and cost estimate covering the proposed renovation of Building H to house an Admissions Center and an Employee Relations Center.

A revised Site Development plan has also been designed to complement and enhance the two buildings.

The estimated total project cost of \$5,292,560 is projected to the anticipated bid date of July 1982. The estimated construction cost of \$4,329,968 is composed of the following elements:

Building C, 6,595 gross square feet	=	\$1,287,512
Building H, 20,376 gross square feet	=	2,109,056
Site Development, 4.2 acres	=	<u>933,400</u>
Total Estimated Construction Cost	=	<u>\$4,329,968</u>

The high unit cost for Building C reflects that not only restorations but substantial reconstruction of Building C (Circa 1859) will be required.

In a letter to the Office of the Chancellor, President Flawn states:

"I recommend that we request authorization to develop preliminary plans for Building H and the Little Campus site, and that the preliminary plans completed earlier for Building C be revised slightly to accommodate our planned use.

"Building C will be used as a Visitors Information Center and Building H will house a Student Admissions Center and a University Employment Center. The 4.2-acre site will be developed as a park-like setting for the restored buildings and provide some staff parking as well as short-term parking for visitors to the buildings. A pavilion at the south edge of the site will accommodate bus loads of prospective students on group visits to the University.

"It is anticipated in current project schedules that the buildings can be occupied in early 1984."

Anticipated source of funding for this project is the Available University Fund.

- ✓ 10. U.T. AUSTIN - MEMORIAL STADIUM/BELLMONT HALL - 9TH LEVEL IMPROVEMENTS (PROJECT NO. 102-490): REQUEST FOR APPROVAL OF FINAL PLANS AND AUTHORIZATION TO ADVERTISE FOR BIDS Subject to Coordinating Board Approval

#### RECOMMENDATION

The Office of the Chancellor concurs with the recommendations of President Flawn that the Board:

- a. Approve the final plans and specifications for the Memorial Stadium/Bellmont Hall - 9th Level Improvements at an estimated project cost of \$960,000
- b. Subject to Coordinating Board approval, authorize the Office of Facilities Planning and Construction to advertise for bids which will be presented at a future Board meeting for consideration.

#### BACKGROUND INFORMATION

In accordance with authorization of the U.T. Board of Regents on June 12, 1981, final plans and specifications for the construction of the 9th Level Improvements of Memorial Stadium/Bellmont Hall have been prepared by the Project Architect, O'Connell, Probst and Grobe, Inc., Austin, Texas.

The project will enclose approximately 9,000 square feet of unfinished open concrete deck located above the press box on the ninth level of Bellmont Hall. The area will be converted into a lounge with associated food service facilities.

The estimated total project cost of \$960,000 will be funded by the Texas Longhorn Educational Foundation and other private sources. Although funding is from private sources, U.T. Austin will retain control of the space.

The project is scheduled for submission to the Coordinating Board, Texas College and University System at its meeting on October 29-30, 1981.

11. U. T. AUSTIN - MARINE SCIENCE INSTITUTE AT PORT ARANSAS - AUDITORIUM (Project No. 102-493): Request for Approval of Final Plans and Authorization to Advertise for Bids Subject to Coordinating Board Approval

RECOMMENDATIONS

The Office of the Chancellor concurs with the recommendations of President Flawn that the Board:

- a. Approve the final plans and specifications for the Auditorium Building at the Marine Science Institute at Port Aransas at an estimated total project cost of \$1,550,000
- b. Subject to approval of the Coordinating Board, Texas College and University System, authorize the Office of Facilities Planning and Construction to advertise for bids which will be presented at a future Board meeting for consideration.

BACKGROUND INFORMATION

In accordance with authorization of the U. T. Board of Regents on August 14, 1981, final plans and specifications for a multipurpose Auditorium Building have been prepared by the Project Architect, Rapp Fash Sundin, Inc., Houston and Galveston, Texas. This building, of approximately 14,000 gross square feet, will contain a multipurpose seminar-auditorium space and technical library-study facilities at an estimated total project cost of \$1,550,000.

The project is scheduled for submission to the Coordinating Board, Texas College and University System at its meeting on October 29-30, 1981.

The anticipated source of project funding is Permanent University Fund Bond Proceeds.

12. U. T. EL PASO - CENTRAL LIBRARY (PROJECT NO. 201-473): PRESENTATION OF PRELIMINARY PLANS, REQUEST TO PREPARE FINAL PLANS AND ADDITIONAL APPROPRIATION THEREFOR

RECOMMENDATIONS

The Office of the Chancellor concurs with the recommendations of President Monroe that the Board:

- a. Approve the preliminary plans and specifications for the new Central Library at U. T. El Paso at an estimated total project cost of \$28,800,000
- b. Authorize the Project Architect to prepare final plans and specifications for consideration of the U. T. Board of Regents at a future meeting
- c. Appropriate additional funds in the amount of \$675,000 from Permanent University Fund Bond Proceeds for fees and related project expenses through completion of final plans and specifications, \$290,000 having been previously appropriated from proceeds of Permanent University Fund Bonds.

BACKGROUND INFORMATION

In accordance with authorization of the U. T. Board of Regents on June 12, 1981, preliminary plans and specifications for the construction of a new Central Library have been prepared by the Project Architect, Fouts, Gomez and Moore, Inc., El Paso, Texas. The project will provide

approximately 275,000 gross square feet of space with a seating capacity of 2,420 and will ultimately house 1,200,000 volumes. The program is designed to provide services to fulfill present need and anticipated ten year growth.

Based on Fiscal Year 1980 experience, maintenance and operation, including utilities, are estimated to cost \$3.18 per square foot per year.

Anticipated source of project funding is proceeds from Permanent University Fund Bonds.

13. ✓ U. T. San Antonio - Multidisciplinary Studies Building and Addition to Arts Building (Phase II Buildings) (Project No. 401-334): Recommended Award of Contracts for Furniture and Furnishings

RECOMMENDATIONS

The Office of the Chancellor concurs with the recommendation of President Wagener that the U. T. Board of Regents award contracts for furniture and furnishings to the following lowest responsible bidders:

a.	Carpet Services, Inc., San Antonio, Texas		
		Base Proposal "A" (Carpet)	\$59,682.89
b.	E. G. Jenkins Company, Dallas, Texas		
		Base Proposal "B" (Draperies and Blinds)	<u>18,294.00</u>
		GRAND TOTAL RECOMMENDED CONTRACT AWARDS	<u>\$77,976.89</u>

BACKGROUND INFORMATION

In accordance with authorization of the U. T. Board of Regents on May 30, 1980, bids were called for and were received, opened and tabulated on September 1, 1981, as shown on Page B & G 20, for Multidisciplinary Studies Building and Addition to Arts Building (Phase II Buildings).

In regard to Proposal "B", only one bid was received for Draperies and Blinds. A canvass of the prospective bidders revealed that one company refused to provide the required bid security, and would not submit a bid; another company stated that their workroom was too small to accommodate the volume of work and size of draperies required; another company stated that they did not receive the bid documents which were mailed to them; and another company had a disagreement over the costs of fabrics quoted by their material supplier and chose not to submit a bid. The one bid received was less than the estimated cost of \$20,009.00. It is believed that re-bidding would not produce improved results.

The funds necessary to cover these contract awards are available in the Furniture and Equipment Account.

FURNITURE AND FURNISHINGS FOR CLASSROOM AND OFFICE BUILDING AND  
 ADDITION TO ARTS BUILDING (PHASE II BUILDINGS), U. T. SAN ANTONIO, SAN ANTONIO, TEXAS  
 Bids Received at 2:00 P.M., C.D.S.T., September 1, 1981 at the  
 Office of Facilities Planning and Construction, U. T. System, Austin, Texas

<u>Bidder</u>	<u>Bid Bond</u>	<u>Base Proposal "A" (Carpet)</u>	<u>Bidder</u>	<u>Base Proposal "B" (Draperies)</u>
Carpet Services, Inc., San Antonio, Texas	5%	\$59,682.89	E. G. Jenkins Co., Dallas, Texas	\$18,294.00
San Antonio Floor Finishers, Inc., San Antonio, Texas	5%	59,784.00	Carpet Services, Inc., San Antonio, Texas	No Bid
E. G. Jenkins Company, Dallas, Texas	C.C. \$914.00	No Bid	San Antonio Floor Finishers, Inc., San Antonio, Texas	No Bid

14.

U. T. HEALTH SCIENCE CENTER - DALLAS - BIOMEDICAL RESEARCH BUILDING:  
REQUEST FOR PROJECT AUTHORIZATION; APPOINTMENT OF PROJECT ARCHITECT  
TO PREPARE PRELIMINARY PLANS AND APPROPRIATION THEREFOR

#### RECOMMENATIONS

The Office of the Chancellor concurs with the recommendations of President Sprague that the Board:

- a. Authorize design of a Biomedical Research Building at an estimated total project cost of \$16,100,000
- b. Appoint a project architect from the list on Pages B&G 22-23 with authorization to prepare preliminary plans and a cost estimate to be presented to the Board for consideration
- c. Appropriate \$160,000 from Permanent University Fund Bond Proceeds for fees and related project expenses through completion of preliminary plans.

#### BACKGROUND INFORMATION

In a letter to Chancellor Walker, President Sprague has made the following request:

". . . that consideration be given at the October Board of Regents meeting of an additional building on our campus to house the various "Center" programs as well as to allow completion of the final phase of our campus Animal Resource Center Facility Program.

"The construction cost, estimated at \$135.00 per sq. ft. to the midpoint of construction for 101,400 gross sq. ft., is \$13,689,000 and the total project cost is estimated at \$16,100,000.

"I am attaching a detailed summary of the proposed project including the justification for the building as well as the description as to how the space will be allocated. I would like to call to your attention the major operational support which is to be derived from private sources for the various programs to be housed in this proposed building."

Excerpts from Dr. Sprague's summary are as follows:

"Several factors are responsible for the need to expand certain facilities on our campus. U. T. Health Science Center - Dallas has emerged over the past decade, not only as an institution with high quality educational programs, but one increasingly well known for its research productivity. Evidence of this growth is demonstrated by the fact that for the most recent year for which data are available, U. T. Health Science Center - Dallas ranked third behind U. T. Austin and Texas A & M University in the amount of research dollars awarded to Texas public institutions of higher education by federal agencies. In addition to the federal support received, the Health Science Center has been successful in garnering increased private support for its research program. Indeed, it is the success of private fund raising that explains, in part at least, the need for much of the space being requested.

"A revised agreement with the Harry S. Moss Trustees which will increase their annual grant to The University of Texas Health Science Center at Dallas from \$250,000 annually to \$750,000 annually in support of the Harry S. Moss Heart Center. This increased level of support is in response to a proposal we made to them which calls for a more comprehensive research program embracing basic research, clinical research, and research in atherosclerosis and lipid metabolism. Space being requested in the proposed building is necessary to accommodate this much expanded program.

"An anonymous gift of \$1,000,000 has been made to establish a Center for Human Nutrition. Additional private funds are anticipated and permanent space to house this Center is also being planned in the building being proposed.

"The McDermott Center, presently located in the Harry S. Moss Clinical Science Building will be removed to the proposed building to allow the Green Center to expand as a result of its success in procuring additional private as well as federal grant support.

"The proposed building will contain animal breeding and barrier rooms, facilities for cage washing and biohazardous research, as well as space which will be utilized to isolate and quarantine diseased animals. This expansion of the Animal Resource Center (ARC) is essential if the requirements of the medical scientists are to be met satisfactorily. Barrier and breeding rooms must be constructed at the University to reproduce and maintain research animals in a disease-free environment. Furthermore, since many animals will still be purchased, isolation and quarantine facilities are needed to identify any animals which are diseased so that they can be treated and cured before being released to the faculty for research purposes. The rapid increase in the use of animals has also made it imperative for the ARC to provide additional cage washing facilities. At the present time only 8000 cages can be sanitized each week and the operation must be expanded in order to meet NIH guidelines. Another problem which has become apparent is the need for additional facilities to conduct biohazardous research. Space shortages have made it very difficult for faculty members to achieve their project goals or even to complete effectively for research funds in this important field of scientific endeavor. Thus, the animal and biohazardous research facilities which will be provided in the proposed new building should contribute greatly to programmatic excellence at The University of Texas Health Science Center at Dallas."

This project is to be funded from Permanent University Fund Bond Proceeds.

List of Firms Proposed for Appointment:

<u>Project Architect</u>	<u>Recent U. T. System Projects</u>
Omniplan, Architects, Dallas, Texas	None
Harper Kemp Clutts & Parker, Dallas, Texas	U. T. Health Science Center - Dallas: Locke Building Remodeling U. T. Dallas: Study for Student Housing
Page Southerland Page, Dallas, Texas	U. T. Health Science Center - Dallas: Animal Farm Phase I U. T. Health Science Center - Houston: Student/Faculty Apartment U. T. Galveston Medical Branch: Ambulatory Care Center
Geren Associates/Caudill Rowlett Scott, Fort Worth/Houston, Texas	U. T. Arlington: Student Housing and Study for Student Housing Phase II U. T. Health Science Center - Dallas: Remodeling Jonsson Basic Science U. T. Arlington: School of Nursing
Albert S. Komatsu & Associates, Fort Worth, Texas	U. T. Arlington: Remodeling and Additio to Engineering Building U. T. Arlington: Renovation of Science Building



Fisher and Spillman Architects Inc.,  
Dallas, Texas

U. T. Health Science Center - Dallas:  
Moss Clinical Science - 9th Floor  
U. T. Health Science Center - Dallas:  
Bioinformation Center - Library  
Remodeling  
U. T. Austin: Burleson Bells  
U. T. Austin: Study of Museum of Fine  
Arts  
U. T. Dallas: Student Union Building  
(in association)  
U. T. Dallas: Phase III Fine Arts Bldg.  
U. T. Health Science Center - Dallas:  
Additional Two Floors on Bioinforma-  
tion Center

15. U. T. HEALTH SCIENCE CENTER - DALLAS - HARRY S. MOSS CLINICAL SCIENCE BUILDING, 9TH FLOOR ADDITION (PROJECT NO. 303-504): PRESENTATION OF PRELIMINARY PLANS, REQUEST TO SUBMIT TO COORDINATING BOARD, REQUEST to Prepare Final Plans Subject to Coordinating Board Approval and Additional Appropriation Therefor

#### RECOMMENDATIONS

The Office of the Chancellor concurs with the recommendations of President Sprague that the Board:

- a. Approve the preliminary plans and specifications for the 9th Floor Addition to the Harry S. Moss Clinical Science Building at an estimated total project cost of \$2,800,000, and authorize the submission of the project to the Coordinating Board, Texas College and University System
- b. Authorize the Project Architect to prepare final plans and specifications for consideration of the U. T. Board of Regents at a future meeting, subject to the approval of the Coordinating Board
- c. Appropriate additional funds in the amount of \$80,000 from Permanent University Fund Bond Proceeds for fees and related project expenses through completion of final plans and specifications, \$30,000 having been previously appropriated from proceeds of Permanent University Fund Bonds.

#### BACKGROUND INFORMATION

In accordance with authorization of the U. T. Board of Regents on June 12, 1981, preliminary plans and specifications for the construction of the 9th Floor Addition to the Harry S. Moss Clinical Science Building have been prepared by the Project Architect, Fisher and Spillman Architects, Inc., Dallas, Texas.

This building addition of approximately 16,000 gross square feet has an estimated total project cost of \$2,800,000. Upon completion of this project, all service functions on the campus relating to dog and primate facilities will be consolidated.

The relatively high unit cost of this project is attributed to the program requirements for an animal surgical suite, animal holding rooms, and high technology research laboratories requiring sophisticated construction methods and mechanical systems. Additional costs

will result from the limited contractor access and the need to complete the construction with minimal disruption to existing operations.

Based on Fiscal Year 1980 experience, maintenance and operation, including utilities, are estimated to cost \$6.45 per square foot per year.

Anticipated source of project funding is proceeds of Permanent University Fund Bonds and Institutional Unexpended Plant Funds.

16. U. T. GALVESTON MEDICAL BRANCH (U. T. GALVESTON HOSPITALS): AMBULATORY CARE CENTER (PROJECT NO. 601-335) - RECOMMENDED INSCRIPTION ON PLAQUE

RECOMMENDATION

The Office of the Chancellor concurs with the recommendation of President Levin that the inscription as set out below be approved by the Board for the plaque to be placed on the Ambulatory Care Center at the U. T. Galveston Medical Branch.

This inscription follows the standard pattern approved by the Board at the meeting held June 1, 1979.

AMBULATORY CARE CENTER

1979

BOARD OF REGENTS

Dan C. Williams, Chairman  
Thos. H. Law, Vice-Chairman  
Jane Weinert Blumberg  
(Mrs. Roland K.)  
Sterling H. Fly, Jr., M.D.  
Jess Hay  
Jon P. Newton  
James L. Powell  
Howard N. Richards  
Walter G. Sterling

E. D. Walker  
Chancellor, The University  
of Texas System  
William C. Levin, M.D.  
President, The University  
of Texas Medical Branch  
at Galveston

Page Southerland Page  
Project Architect

J. W. Bateson Company, Inc.  
Contractor

17. U. T. GALVESTON MEDICAL BRANCH - FACULTY/STAFF HOUSING STUDY: REQUEST FOR AUTHORIZATION TO CONDUCT STUDY, AND TO EMPLOY BOND CONSULTANT

RECOMMENDATIONS

The Office of the Chancellor concurs with the recommendations of President Levin that the Board:

- a. Authorize a study of the Medical Branch faculty and staff housing needs to be conducted by the U. T. Galveston Medical Branch Administration in consultation with the Office of Facilities Planning and Construction
- b. Authorize the employment of Mr. Sam Maclin of Rotan Mosle, Inc. of San Antonio as bond consultant to determine the feasibility of issuing revenue bonds to fund a housing project.

BACKGROUND INFORMATION

In a letter to Chancellor Walker, President Levin presents the following:

"The Medical Branch is experiencing serious problems as a result of the steady decrease in available rental units in Galveston for our middle income faculty and, more particularly, our middle income staff.

"The majority of the nice, large apartment complexes in Galveston gradually are being sold to private investors who are converting them to condominium units for sale. This practice has eliminated units that normally would have been rented by the middle income group. For many families who cannot afford to purchase a home, the outlook is becoming increasingly discouraging.

"A good example of this conversion trend is the 240 unit complex known as the Port Holiday Apartments that recently has been offered for sale. While the sale of this complex will remove a seemingly insignificant number of units from the market (in relation to our 7400 employees) it is significant in terms of representing a disturbing trend. The Medical Branch administration feels it should concern itself with this situation at this time.

"This matter has been discussed with our administrative officers and all agree that some action should be taken as soon as possible before the situation becomes critical. An immediate consideration is whether it would be more **feasible** to purchase the existing Port Holiday complex, a complex that was constructed without our supervision, or construct a new University high rise apartment project adjacent to our campus."

The Medical Branch proposes to make an in-house study, with the assistance of O.F.P.C. and bond consultant, to determine the economic feasibility of buying or building an apartment complex to meet faculty and staff housing needs. The results of the study would be reported to the Board at a future meeting.

18. U. T. GALVESTON MEDICAL BRANCH - BUILDING FOR SCHOOL OF ALLIED HEALTH SCIENCES AND SCHOOL OF NURSING (PROJECT NO. 601-479): PRESENTATION OF PRELIMINARY PLANS; REQUEST TO SUBMIT TO COORDINATING BOARD; REQUEST TO **Prepare Final Plans Subject to Coordinating Board Approval and Additional Appropriation Therefor**

RECOMMENDATIONS

The Office of the Chancellor concurs with the recommendations of President Levin that the Board:

- a. Approve the preliminary plans and specifications for the School of Allied Health Sciences and School of Nursing Building at an estimated total project cost of \$16,850,000 and authorize submission of the project to the Coordinating Board, Texas College and University System
- b. Authorize the Project Architect to prepare final plans and specifications for consideration of the U. T. Board of Regents at a future meeting, subject to the approval of the Coordinating Board
- c. Appropriate additional funds in the amount of \$475,000 from Permanent University Fund Bond Proceeds for fees and related project expenses through completion of final plans and specifications, \$200,000 previously having been appropriated from proceeds of Permanent University Fund Bonds.

#### BACKGROUND INFORMATION

In accordance with authorization of the U. T. Board of Regents on October 24, 1980, preliminary plans and specifications for construction of the School of Allied Health Sciences and School of Nursing Building have been prepared by the Project Architect, Kenneth Bentsen and Associates, Houston, Texas. The new building, to be shared by the School of Allied Health Sciences and the School of Nursing, will contain approximately 150,000 gross square feet on four levels. The design will also include structural capability for the addition of two floors. The scope includes four lecture rooms (2 seating 100 and 2 seating 75 persons each), teaching laboratories, and office space for administration, staff and faculty for both schools. The Architect has estimated a construction cost of about \$92 per square foot, which is considered to be appropriate for a building of this type in the Galveston area.

Based on Fiscal Year 1980 experience, maintenance and operation, including utilities, are estimated to cost \$5.34 per square foot per year.

Anticipated source of project funding is Permanent University Fund Bond Proceeds.

19. U. T. HEALTH SCIENCE CENTER - HOUSTON - CYCLOTRON FACILITY: REQUEST FOR PROJECT AUTHORIZATION; APPOINTMENT OF PROJECT ARCHITECT TO PREPARE PRELIMINARY PLANS AND COST ESTIMATE; AND APPROPRIATION THEREFOR

#### RECOMMENDATIONS

The Office of the Chancellor concurs with the recommendations of President Bulger that the Board:

- a. Authorize construction of a Cyclotron Facility
- b. Appoint a project architect from the list on Page B&G 27 with authorization to prepare preliminary plans and a detailed cost estimate which will be presented for consideration at a future Board meeting
- c. Appropriate \$150,000 from U. T. Health Science Center - Houston, Special Projects - Unallocated Account for fees and related project expenses through completion of preliminary plans.

#### BACKGROUND INFORMATION

In a letter to Chancellor Walker, President Bulger states:

"We respectfully request that an item be placed on the agenda for the October 1981 Regents meeting giving us project authorization for the Cyclotron facility (the Positron Diagnostic and Research Center). With this authorization, we ask approval to appoint an architectural firm to proceed with preliminary plans for the building to house the Cyclotron.

"In the Spring of 1980 we requested the transfer of \$2,000,000 in Plant Funds for the acquisition of two of the major components of the center, the cyclotron and the computer. This request was approved by the System Administration Committee on May 30, 1980, (RBC-562)."

Funds from outside sources are being sought so that the \$2,000,000 can be returned to Plant Funds.

"As you will recall, at the February 13, 1981 meeting of the Board of Regents, the Board approved the Research Affiliation Agreement with the Clayton Foundation for Research. That agreement set forth the guidelines under which we and the Clayton Foundation agreed to collaborate on the Cyclotron project.

"We also request permission at this time to transfer \$150,000.00 from Health Science Center Special Projects - Unallocated, to Special Projects and Equipment to provide funds for these architectural plans."

List of Firms Proposed for Appointment:

<u>Project Architect</u>	<u>Recent U. T. System Projects</u>
S. I. Morris - Aubry Architects, Houston, Texas	None
Pierce Goodwin & Alexander, Houston, Texas	U. T. Cancer Center: Addition to Outpatient Clinic
3/D International, Houston, Texas	U. T. Health Science Center - Houston: Feasibility Study Ambulatory Care Center
Ray S. Burns & Associates, Houston, Texas	U. T. Medical Branch - Galveston: Expansion Thermal Energy Distribution Center U. T. Cancer Center: Cyclotron Facility (Consulting Engineer)
Dannenbaum Engineering Corporation, Houston, Texas	U. T. Cancer Center: Second Hospital Tower Feasibility Study (Consulting Engineer)

20. ✓

U. T. CANCER CENTER - REQUEST TO GRANT EASEMENT TO HOUSTON LIGHTING AND POWER

RECOMMENDATION

The Office of the Chancellor concurs with the recommendation of President LeMaistre that the Board grant an easement to Houston Lighting and Power for electrical distribution lines as set forth on Pages B & G 28-30.

BACKGROUND INFORMATION

Houston Lighting and Power has requested an underground easement 10-feet wide and approximately 500-feet in length running from the Grant Substation along the U. T. Cancer Center property line at Brays Bayou. The easement will be used for electrical feeders to serve the Texas Medical Center. The location parallels an existing overhead easement.

EASEMENT FOR UNDERGROUND ELECTRICAL LINE

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

That the BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM (hereinafter referred to as "Grantor"), of Travis County, State of Texas, acting herein by and through its Chairman duly authorized, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) cash and other good and valuable consideration to Grantor (receipt and sufficiency of which are hereby acknowledged) in hand paid by HOUSTON LIGHTING & POWER COMPANY (hereinafter referred to as "Grantee"), does by these presents GRANT, SELL, and CONVEY unto Grantee an underground easement for right-of-way for an electrical distribution system in Harris County, Texas, to-wit:

That certain tract in the P. W. Rose Survey, Abstract No. 645, more particularly described in a deed recorded under Film Code No. 107-13-0593 and Clerk's File No. E 217613 in the Official Public Records of Real Property of Harris County, Texas.

The easement herein granted is a ten (10) foot wide easement, the location of the center line of which is shown by a dot-dash symbol on Sketch No. 81-398, hereto attached and made a part hereof.

The herein granted easement shall apply only insofar as the boundaries of the above described property will permit.

Grantee, by the acceptance of this easement, agrees to construct its underground distribution system so as not to interfere with Grantor's use of the surface.

Grantee, or its agents, shall have the right to construct, repair, inspect, and maintain its underground electrical distribution system within said easement together with the right of ingress and egress for the purpose of constructing, repairing, inspecting, and maintaining said distribution system.

TO HAVE AND TO HOLD the above-described easement and rights unto said Grantee until said easement shall be abandoned.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed, this the \_\_\_\_\_ day of \_\_\_\_\_, A.D., 1981.

ATTEST:

BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM

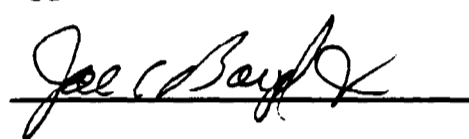
\_\_\_\_\_  
Arthur H. Dilly  
Executive Secretary

By: \_\_\_\_\_  
JAMES L. POWELL, Chairman

Approved as to Form:

Approved as to Content:

  
\_\_\_\_\_  
University Attorney

  
\_\_\_\_\_

THE STATE OF TEXAS     §  
  §  
COUNTY OF TRAVIS     §

BEFORE ME, the undersigned authority, on this day personally appeared JAMES L. POWELL, Chairman of the Board of Regents of The University of Texas System, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said Board of Regents of The University of Texas System.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 1981.

\_\_\_\_\_  
Notary Public in and for  
Travis County, Texas

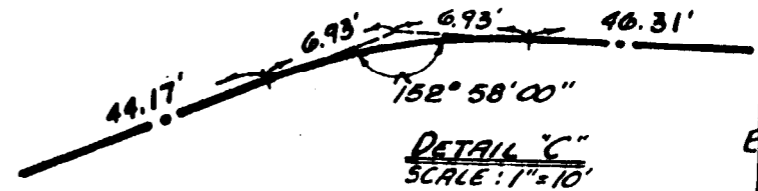
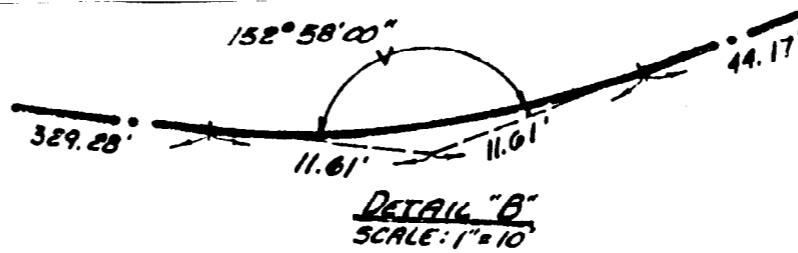
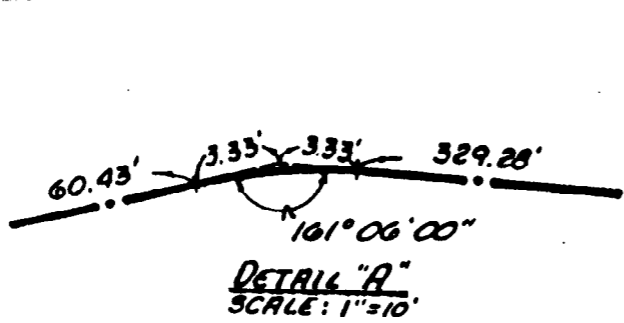
My commission expires:

\_\_\_\_\_



GRANT SUBSTATION

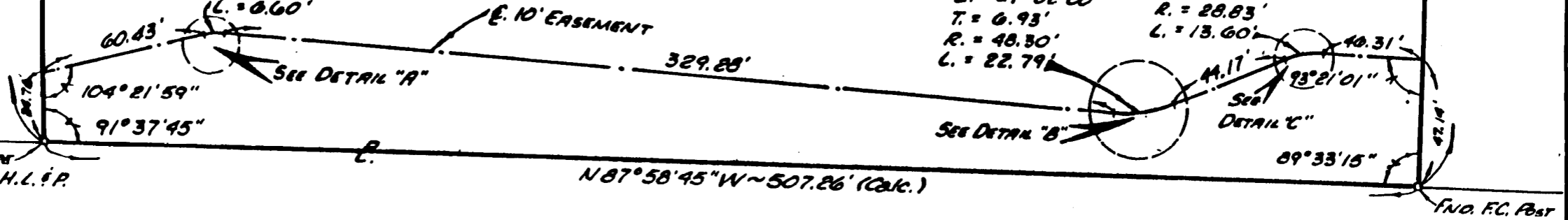
N 00° 23' 30" E (CALC.)



BOARD OF REGENTS OF THE UNIVERSITY OF  
TEXAS SYSTEM  
F.C. # 107-13-0593  
22.398 AC.

CURVE DATA  
Δ = 18° 54' 00"  
T = 3.33'  
R = 20.00'  
L = 0.60'

CURVE DATA  
Δ = 27° 02' 00"  
T = 6.93'  
R = 28.83'  
L = 13.60'



B & G - 30

BRAYS BAYOU

P. W. ROSE SURVEY A-645



NOTE: SCALE IN FEET  
THE EXTENSORS OF ALL EASEMENTS ARE TO INTERSECT WITH THE EXTENSORS OF ALL ADJOINING EASEMENTS OR WITH ADJOINING PROPERTY LINES

REVISIONS	NO. 1	NO. 2	EASEMENT - UNOBSTRUCTED	
JOB NO.			COUNTY, HARRIS	
REVISED BY			DATE: Aug. 6, 1981	
DATE			SCALE 1" = 50'	
CHECKED			DATE: 10/20/81	
DATE			CHECKED	

HOUSTON LIGHTING & POWER CO.  
HOUSTON, TEXAS  
ENGINEERING DEPARTMENT

107-13-0593



21. U. T. CANCER CENTER (U. T. SCIENCE PARK) - VETERINARY RESOURCES DIVISION AT BASTROP - LIVESTOCK CLINIC - REQUEST FOR PROJECT AUTHORIZATION; SUB-mission to Coordinating Board; Completion of Plans and Specifications, Bid Advertisement, and Contract Award by U. T. Cancer Center Administration Subject to Coordinating Board Approval and Appropriation Therefor

RECOMMENDATIONS

The Office of the Chancellor concurs with the recommendations of President LeMaistre that the Board:

- a. Authorize construction of a Livestock Clinic at an estimated total project cost of \$325,000, and authorize the submission of the project to the Coordinating Board, Texas College and University System
- b. Authorize completion of plans and specifications and bid advertisement, by U. T. Cancer Center Administration in consultation with the Office of Facilities Planning and Construction; and subject to approval of the Coordinating Board, award of a construction contract
- c. Appropriate \$325,000 from Account No. 187291, "Science Park Building Expansion" for total project funding.

BACKGROUND INFORMATION

In a letter to Chancellor Walker, the need for this facility is outlined by President LeMaistre as follows:

"The long-range campus development plan for The University of Texas System Cancer Center as revised in September 1980 includes a project for the Veterinary Resources Division of the Science Park at Bastrop entitled "Livestock Clinic". The engineering staff of the Cancer Center has developed final plans for this facility. The building size is approximately 7,450 square feet which includes remodeling of an existing building in the amount of 5,500 square feet and an expansion of that building of approximately 1,950 square feet. The estimated construction cost for this project is \$325,000.00, of which funds are available in Account No. 187291, "Science Park Building Expansion".

"Construction of this Livestock Clinic will provide much needed facilities for the humane treatment and medical management of livestock with proper restraint to preclude injury to animals or attending personnel, stalls for the hospitalization of sick or injured animals, a sterile surgical suite for procedures required for research and herd health management, clean facilities for the production of quality-controlled biologics for Cancer Center investigators, and expanded facilities for the proper management of animals on funded research projects in reproductive physiology and bovine leukemia."

Preparation of plans and specifications for competitive bidding will be administered by U. T. Cancer Center Engineering staff in consultation with the Office of Facilities Planning and Construction.

22. U. T. CANCER CENTER (U. T. SCIENCE PARK) - VETERINARY RESOURCES DIVISION AT BASTROP - VETERINARY PATHOLOGY BUILDING - REQUEST FOR PROJECT AUTHORIZATION; SUBMISSION TO COORDINATING BOARD; COMPLETION OF PLANS AND SPECIFICATIONS; Bid Advertisement, and Contract Award by U. T. Cancer Center Administration Subject to Coordinating Board Approval and Appropriation Therefor

RECOMMENDATIONS

The Office of the Chancellor concurs with the recommendations of President LeMaistre that the Board:

- a. Authorize construction of a Veterinary Pathology Building at an estimated total project cost of \$300,000, and authorize the submission of the project to the Coordinating Board, Texas College and University System
- b. Authorize completion of plans and specifications and bid advertisement, by U. T. Cancer Center Administration in consultation with the Office of Facilities Planning and Construction; and subject to approval of the Coordinating Board, award of a construction contract
- c. Appropriate \$188,340 from Account No. 187291 "Science Park Building Expansion" and \$111,660 from General Fund Unappropriated Balances for total project funding.

BACKGROUND INFORMATION

In a letter to Chancellor Walker, the need for this facility is outlined by President LeMaistre as follows:

"The long-range campus development plan for The University of Texas System Cancer Center as revised in September 1980 includes a project for the Veterinary Resources Division of the Science Park at Bastrop entitled, "Veterinary Pathology Building". Programming information indicates a need for a building with approximately 5,250 square feet of space and is estimated to cost approximately \$300,000.00.

"This proposed facility will provide a clean sanitary environment for the autopsy of domestic and laboratory animals on funded research projects at both the Veterinary Resources Division and the Research Division of the Science Park. It will also provide critically needed refrigerated storage space for the housing of deceased animals awaiting necropsy and will provide adequate laboratory space for the routing and processing of fixed tissues and the production of histologic slides for microscopic evaluation for special histochemical and immunochemical procedures for diagnostic services in the areas of clinical pathology, parasitology, microbiology and virology. This space is critically needed for the continued development and expansion of biologic products currently being produced for investigators at Texas A & M University, Hermann Hospital, Baylor College of Medicine, Texas Department of Health, Texas Animal Health Commission, St. Lukes Hospital (Houston), as well as several components of The University of Texas System. This facility will also provide laboratory space for the development and continuation of research projects in the field of spontaneous and experimentally induced cancer in domestic animals."

Preparation of plans and specifications for competitive bidding will be administered jointly by the Office of Facilities Planning and Construction and the Engineering staff of the U. T. Cancer Center.

23. U. T. HEALTH CENTER - TYLER - HOSPITAL EXPANSION (PROJECT NO. 801-387):  
RECOMMENDED INSCRIPTIONS ON TWO PLAQUES

RECOMMENDATIONS

The Office of the Chancellor concurs with the recommendations of Director Hurst that the Board:

- a. Approve the standard inscription as set out below for a plaque to be placed on the hospital expansion at the U. T. Health Center - Tyler

THE UNIVERSITY OF TEXAS HEALTH CENTER AT TYLER HOSPITAL

1977

BOARD OF REGENTS

Allan Shivers, Chairman  
Dan C. Williams, Vice-Chairman  
James E. Bauerle, D.D.S.  
Jane Weinert Blumberg  
(Mrs. Roland K.)  
Edward Clark  
Sterling H. Fly, Jr., M.D.  
Jess Hay  
Thos. H. Law  
Walter G. Sterling

Charles A. LeMaistre, M.D.  
Chancellor, The University  
of Texas System  
George A. Hurst, M.D.  
Superintendent, The University  
of Texas Health Center - Tyler

Page Southerland Page  
Geren Associates  
Golemon & Rolfe  
Project Architect  
Allen M. Campbell Company  
General Contractors, Inc.  
Contractor

This inscription follows the standard pattern approved by the U. T. Board of Regents on June 1, 1979.

- b. Approve the inscription as set out below for a plaque to be placed on the new facility in recognition of the original State authorization for the project.

ADDITIONS AND ALTERATIONS EAST TEXAS CHEST HOSPITAL

1976

BOARD OF HEALTH RESOURCES

Robert D. Moreton, M.D., Chairman  
William J. Foran, Vice-Chairman  
Royce E. Wisenbaker, Secretary  
N. L. Barker, Jr., M.D.  
Roderic M. Bell  
Johnnie Benson  
H. Eugene Brown, D. O.  
Charles Max Cole, M.D.  
Francis A. Conley, D.D.S.  
William J. Edwards, R. Ph.  
Sterling H. Fly, Jr., M.D.  
Raymond G. Garrett, D.V.M.  
Bob D. Glaze, D.C.  
Blanchard T. Hollins, M.D.  
Donald A. Horn  
Maria LaMantia, R.N.  
Philip Lewis, O.D.

Fratris L. Duff, M.D.  
Director, Texas Department  
of Health Resources  
George A. Hurst, M.D.  
Superintendent, East Texas  
Chest Hospital

Page Southerland Page  
Geren Associates  
Golemon & Rolfe  
Project Architect  
Allen M. Campbell Company  
General Contractors, Inc.  
Contractor

State Building Commission  
Knox W. Davis  
Director

BACKGROUND INFORMATION

Pursuant to the action of the 65th Legislature, 1977 regular session, the governance, operation, management, control and ownership of the East Texas Chest Hospital and all land, buildings, facilities, improvements, equipment, supplies, and property were transferred from the Texas Board of Health Resources to the Board of Regents of The University of Texas System effective on September 1, 1977. The building on which the recommended plaques are to be installed was already under construction at the time of the transfer. The second plaque commemorates the members of the Board of Health Resources who served at the time of the contract award.

**Health Affairs  
Committee**

HEALTH AFFAIRS COMMITTEE  
Committee Chairman Newton

Date: October 9, 1981

Time: Following the Meeting of the Academic and Developmental  
Affairs Committee

Place: Second Floor, University Center, U. T. Tyler

	<u>Page</u> <u>HAC</u>
1. U. T. Arlington: Proposed Affiliation Agreement with Women's Haven of Tarrant County, Inc., Fort Worth, Texas	3
2. U. T. Health Science Center - Dallas (U. T. Southwestern Medical School - Dallas): Proposed Appointment to the Emma Freeman Professorship for Irradiation Research Effective September 1, 1981	3
3. U. T. Health Science Center - Dallas (U. T. Southwestern Medical School - Dallas): Proposed Appointment to the A. J. Gill Professorship of Pathology Effective September 1, 1981	4
4. U. T. Health Science Center - Dallas (U. T. Southwestern Medical School - Dallas): Proposed Appointment to the J. B. Shel mire Professorship in Dermatology Effective September 1, 1981	4
5. U. T. Health Science Center - Dallas: Proposed Affiliation Agreement with Methodist Hospitals of Dallas, Dallas, Texas	4
6. U. T. Health Science Center - Dallas (U. T. Southwestern Medical School - Dallas): Proposed Affiliation Agreement with Texas Scottish Rite Hospital for Crippled Children, Dallas, Texas	5
7. U. T. Health Science Center - Dallas (U. T. Southwestern Medical School - Dallas): Proposed Agreement with Trustees of the Harry S. Moss Trust for the Prevention and Cure of Heart Diseases and Request for Approval of Guidelines for Operation of the Harry S. Moss Heart Center	13
8. U. T. Galveston Medical Branch: Request for Approval to Accept a Grant from The Moody Foundation for the Purpose of Conducting a Feasibility Study to Explore the Need and to Implement the Planning for a Major Program in Rehabilitation and Restorative Medicine	21

	<u>Page</u> <u>HAC</u>
9. U. T. Galveston Medical Branch (U. T. Galveston Allied Health Sciences School): Request for Approval to Consolidate the Department of Associated Health Occupations with the Department of Health Related Studies (Catalog Change)	21
10. U. T. Galveston Medical Branch (U. T. Galveston Hospitals): Proposed Research Affiliation Agreement with the John S. Dunn Research Foundation, Houston, Texas	22
11. U. T. Health Science Center - Houston: Proposed Appointment of Ashbel Smith Professor Effective Immediately	30
12. U. T. Health Science Center - Houston (U. T. Medical School - Houston): Proposed Appointment to the H. Wayne Hightower Professorship in the Medical Sciences Effective Immediately	30
13. U. T. Health Science Center - San Antonio: Proposed Memorandum of Affiliation with Veterans Administration Medical Center, Waco, Texas	30
14. U. T. Health Science Center - San Antonio (U. T. Medical School - San Antonio): Proposed Affiliation Agreement with Saint Luke's Lutheran Hospital, San Antonio, Texas	33
15. U. T. Cancer Center: Proposed Agreement with the Southern Medical Association, Birmingham, Alabama, to Fund and Operate the Dial Access Program	39

NOTE: The agreements recommended for approval by the Health Affairs Committee have been approved by an attorney of the Office of General Counsel unless otherwise indicated and are based on the model agreement adopted December 16, 1977. If the proposed agreements are not based on the model, then the documents are included in this volume.

- ✓ 1. U. T. Arlington: Proposed Affiliation Agreement with Women's Haven of Tarrant County, Inc., Fort Worth, Texas.--

RECOMMENDATION

The Office of the Chancellor concurs with President Nedderman's recommendation that approval be given to an affiliation agreement by and between The University of Texas at Arlington and Women's Haven of Tarrant County, Inc., Fort Worth, Texas. This agreement was executed by the appropriate officials on August 6, 1981, to be effective upon approval by the U.T. Board of Regents.

BACKGROUND INFORMATION

This agreement is based on the model agreement adopted by the U.T. Board of Regents on December 16, 1977, and will provide training opportunities for nursing students at U.T. Arlington.

- ✓ 2. U. T. Health Science Center - Dallas (U. T. Southwestern Medical School - Dallas): Proposed Appointment to the Emma Freeman Professorship for Irradiation Research Effective September 1, 1981.--

RECOMMENDATION

The Office of the Chancellor concurs with President Sprague's recommendation that Eugene P. Frenkel, M.D. be appointed the Emma Freeman Professor for Irradiation Research, effective September 1, 1981. This Professorship was established by the U.T. Board of Regents at the September 30 - October 1, 1966 meeting and has been vacant since September 1, 1978.

BACKGROUND INFORMATION

The nominee first joined the U.T. Southwestern Medical School - Dallas faculty in 1962 as Assistant Professor of Internal Medicine and Chief of the Section of Hematology-Oncology. He was promoted to full Professorship in 1969; and since 1973, he has held a dual appointment as Professor of Internal Medicine and Professor of Radiology with designation as the American Cancer Society Professor of Clinical Oncology. Since 1977 he has been Director of the Cancer Center.

He is a distinguished clinician specializing in the treatment of cancer patients and has taken the lead in coordination of the multidisciplinary delivery of radiation, chemical, and surgical therapy to cancer patients. His basic research in hematology and oncology has resulted in numerous publications in peer-reviewed journals, membership on NIH and American Cancer Society advisory committees, and election to prestigious organizations such as the American Society for Clinical Investigation. He is an inspiring and dedicated teacher.



- ✓ 3. U. T. Health Science Center - Dallas (U. T. Southwestern Medical School - Dallas): Proposed Appointment to the A. J. Gill Professorship of Pathology Effective September 1, 1981.--

RECOMMENDATION

The Office of the Chancellor concurs with President Sprague's recommendation that Louis M. Buja, M.D. be appointed as the first A. J. Gill Professor of Pathology effective September 1, 1981 for a period of seven years. This Professorship was established by the U.T. Board of Regents at the June 10, 1977 meeting.

BACKGROUND INFORMATION

The nominee joined the U.T. Southwestern Medical School - Dallas faculty in 1974 as Assistant Professor of Pathology and was promoted to full Professorship September 1, 1981. His primary research interest is the mechanisms of lethal cell injury related to progression of myocardial infarction. He has a strong dedication to teaching and patient care and has attracted national acclaim to the Health Science Center through his efforts.

- ✓ 4. U. T. Health Science Center - Dallas (U. T. Southwestern Medical School - Dallas): Proposed Appointment to the J. B. Shel mire Professorship in Dermatology Effective September 1, 1981.--

RECOMMENDATION

The Office of the Chancellor concurs with President Sprague's recommendation that James W. Gilliam, M.D. be appointed the J. B. Shel mire Professor of Dermatology, effective September 1, 1981. This Professorship was established by the U.T. Board of Regents at its meeting of July 26-27, 1968, and the Professorship has been vacant since September 1, 1979.

BACKGROUND INFORMATION

The nominee joined the faculty in 1972 as Assistant Professor of Internal Medicine and was promoted to Associate Professor in 1976. He was named Chairman of the Division of Dermatology in 1979 and in 1981 was promoted to full Professor in Internal Medicine. He is qualified as both a rheumatologist and a dermatologist and is recognized as the world's leading authority on the cutaneous manifestations of connective tissue diseases. He has published numerous papers on basic and clinical aspects of this area, has received several awards for his research, and has developed an outstanding dermatology teaching program.

- ✓ 5. U. T. Health Science Center - Dallas: Proposed Affiliation Agreement with Methodist Hospitals of Dallas, Dallas, Texas.--

RECOMMENDATION

The Office of the Chancellor concurs with President Sprague's recommendation that approval be given to the affiliation agreement by and between the U.T. Health Science Center - Dallas and the Methodist Hospitals of Dallas, Dallas, Texas. This agreement has been executed by the appropriate officials and will become effective upon approval by the U.T. Board of Regents.

PURPOSE

This affiliation agreement will provide health care related educational experiences for the students of the Health Science Center.

6. U. T. Health Science Center - Dallas (U. T. Southwestern Medical School - Dallas): Proposed Affiliation Agreement with Texas Scottish Rite Hospital for Crippled Children, Dallas, Texas.--

RECOMMENDATION

The Office of the Chancellor concurs with the recommendation of President Sprague that approval be given to the affiliation agreement set out on Pages HAC 6 - 12 by and between the U.T. Health Science Center - Dallas and the Texas Scottish Rite Hospital for Crippled Children, Dallas, Texas. This agreement has been executed by the appropriate officials and will become effective upon approval by the U.T. Board of Regents.

PURPOSE

The agreement will provide health care related educational experience for faculty and students in the U.T. Southwestern Medical School - Dallas.

AFFILIATION AGREEMENT

STATE OF TEXAS }  
COUNTY OF DALLAS }

KNOW ALL MEN BY THESE PRESENTS:

This AFFILIATION AGREEMENT is made this the \_\_\_\_ day of \_\_\_\_\_, A. D., 19\_\_\_\_, by and between the BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM ("Regents"), for and on behalf of The University of Texas Health Science Center at Dallas' Southwestern Medical School ("Southwestern"), and TEXAS SCOTTISH RITE HOSPITAL FOR CRIPPLED CHILDREN ("Hospital"), a non-profit charitable corporation.

Purpose of Affiliation Agreement

The purpose of this AFFILIATION AGREEMENT is to establish a broad framework of policy to facilitate cooperation between Southwestern and Hospital. It is agreed that the responsibility for establishing definitive relationships will be vested in the respective department chairman of Southwestern and the Administrator and Chief of Staff of Hospital or in the absence of either, the appropriate designee. Each departmental affiliation with the Hospital shall take the form of an individual written contract between the Hospital and Southwestern, which contract shall be signed and approved by the duly authorized representative of each institution.

NOW, THEREFORE, for and in consideration of the premises, Hospital and Southwestern agree as follows:

WHEREAS, Southwestern is an accredited four-year school of medicine governed by the policies, rules, and regulations of Regents. A full-time faculty of 521 and over 800 part-time faculty conduct and supervise the instruction. The Medical Library now contains over 140,000 volumes and receives currently over 2,850 domestic and foreign serial publications. Southwestern is advantageously situated, in that it has the generous cooperation of many hospital facilities of the City and vicinity. In addition to Texas Scottish Rite Hospital for Crippled Children, the following facilities are utilized in the teaching programs of Southwestern:

St. Paul Hospital; Parkland Memorial Hospital; Baylor University Medical Center; Methodist Hospital of Dallas; Presbyterian Medical Center; The Children's Medical Center; The Dallas Veterans Administration Hospital;

Timberlawn Sanitarium; The U. S. Public Health Service Hospital; The John Peter Smith Hospital in Fort Worth; and The Terrell State Hospital in Terrell.

Southwestern is dedicated to the promotion of medical education in Dallas and the entire Southwest; and,

WHEREAS, Southwestern periodically desires to provide health care related educational experience for its faculty and students, which is not otherwise readily available to them under the existing programs of Southwestern; and,

WHEREAS, Hospital is an accredited, non-profit charitable corporation organized and existing under the laws of the State of Texas, located in new and modern facilities at 2222 Welborn Street, Dallas, Texas, 75219, where it provides quality medical care and treatment for children who have orthopedic and developmental disorders, without reference to color or creed, at no cost to recipients of its charity, and fosters within its resources, education and research as same are related to the improvement of said medical care; and,

WHEREAS, said Hospital is governed by a Board of Trustees consisting of not less than 32 members, who are residents of the State of Texas, and responsible and respected citizens in their respective communities. Trustees select and employ a competent experienced Administrator. This Administrator is given the necessary authority and is responsible for administration of the Hospital; subject only to such policies and directions as may be adopted by Board of Trustees or by any of its committees to which it has delegated power for such activity. The Administrator will act as the duly authorized representative of the Board of Trustees in all matters arising hereunder unless said Board of Trustees shall formally designate some other person and notify Southwestern in writing thereof; and,

WHEREAS, Hospital's medical staff is composed of physicians and surgeons certified in their respective specialties. A number of physicians and surgeons on Hospital's medical staff hold clinical appointments on the faculty of Southwestern. To facilitate cooperation between Southwestern and Hospital, this AFFILIATION AGREEMENT shall be the basis for Program development. Responsibility for establishing the subject matter and relationship under any Program is hereby vested with the departmental chairman of Southwestern and the appropriately designated representative of Hospital, who shall be Program Director under the respective Program; and,

WHEREAS, Hospital and Southwestern have the following objectives in common:

(1) The desire to coordinate all medical care resources in the field of said orthopedic health care to children in need of such services;

(2) A desire and intent to develop an agreement that will encourage and use, in future years, the strength of both institutions to the maximum extent consistent with the interest of each; and,

WHEREAS, Southwestern desires to continue providing health care related experience in said orthopedic field for its students and faculty by assuring comprehensive professional coordination between its faculty and Hospital's health care staff through joint utilization of facilities and personnel; and,

WHEREAS, Hospital is committed to providing by and within the practicable means of its extensive resources, the best available personnel educated in the field of orthopedic health care for its patients and services; and,

WHEREAS, Hospital's medical staff includes persons with clinical appointments on Southwestern's faculty, thereby providing medical education for physician residents, fellows, medical students and clerkships in numerous professional specializations; and,

WHEREAS, Hospital and Southwestern intend to continue to establish and implement specific faculty and student educational experience programs (hereinafter sometimes referred to as "Program(s)"), to the mutual benefit of their respective facilities, operations, faculty, staff and personnel;

NOW, THEREFORE, in consideration of the premises and of the benefits derived and to be derived therefrom and from Program(s) to be established and implemented by said parties, Southwestern and Hospital agree that any Program(s) agreed to by and between Southwestern and Hospital, during the term of this AFFILIATION AGREEMENT, for purposes of achieving the above described objectives of said parties shall be covered by and subject to the following terms and conditions:

(1) The Program shall not become effective until all agreements between the parties with respect to Program have been reduced to writing (hereinafter sometimes referred to as "Program Agreement"), executed by the duly authorized representatives of Southwestern and Hospital, and approved in writing by the Chancellor of The University of Texas System.

(2) The Program may be cancelled by either party by giving written notice to the other of its intention to terminate the Program as provided in the Program Agreement; PROVIDED, HOWEVER, that the Program shall automatically terminate upon termination of this AFFILIATION AGREEMENT.

(3) This AFFILIATION AGREEMENT shall be deemed a part of any Program Agreement entered into hereunder as though set out therein verbatim and in the event of conflict between the text of Program Agreement and the text of this AFFILIATION AGREEMENT, this AFFILIATION AGREEMENT shall govern.

(4) After Program Agreement becomes effective, no amendments thereto shall be valid unless in writing and executed by the duly authorized representatives of Southwestern and Hospital, and approved by The University of Texas System administration.

(5) Hospital hereby agrees to furnish the premises, personnel, services, and all other things necessary for the Program as specified in the Program Agreement, and in connection with such Program further agrees:

(a) To comply with all Federal, State, and Municipal laws, ordinances, rules and regulations applicable to performance by Hospital of its obligations under this AFFILIATION AGREEMENT, and all applicable accreditation requirements, and to certify such compliance to Southwestern or other entity when requested to do so by Southwestern.

(b) To permit the authority responsible for accreditation of Southwestern's curriculum to inspect such facilities, services, and other things provided by Hospital pursuant to this AFFILIATION AGREEMENT as are necessary for accreditation evaluation.

(c) The Chief of the Medical Staff and the Administrator of the Hospital shall serve as the Liaison to Southwestern.

(d) The Hospital agrees to provide Southwestern the necessary space for facilities for conference and classroom areas for faculty and students as available and to provide locker space and lounge areas for faculty and students as available. The Hospital also agrees to allow students and faculty to utilize the Hospital eating facilities at the students' and faculty's expense.

(5) Southwestern, in connection with such Program, agrees:

(a) To furnish Hospital with the names of students and periods of assignments as well as assurance that the students have health clearance to participate in the care of patients;

(b) To assign for participation in the Program only students who have satisfactorily completed those portions of its curriculum which, according to Program Agreement, are prerequisite to such participation; all as determined by Southwestern in its sole discretion;

(c) To designate a member of Southwestern faculty to coordinate with Hospital through its Liaison, the learning assignment to be assumed by each student participating in the Program and to furnish to Hospital in writing the name of such faculty member;

(d) Southwestern personnel, faculty and students will be subject to the rules and regulations established by the Hospital.

(e) Students will be responsible for their own transportation, meals, laundry, and health care needs in the performance under such Program. There will be no exchange of monies between the Hospital and Southwestern in regard thereto. Hospital shall not be charged for services performed by Southwestern students hereunder.

(f) Southwestern agrees that members of its faculty may serve as consultants and on committees of the Hospital, when requested to do so by the Hospital.

(g) Southwestern personnel, students, and faculty involved herein shall be responsible for their own respective expenses including, but not limited to, injury, illness, or hospitalization incurred while participating or performing services under said Program Agreement. In addition, a

statement shall be provided by Southwestern, upon request, giving assurance that the students are covered by medical liability insurance and that faculty members participating or performing services under a Program or Program Agreement are adequately covered by liability and malpractice insurance.

(7) All notices under this AFFILIATION AGREEMENT shall be provided to the respective party to be notified hereunder, in writing, either by personal delivery or by Certified United States Mail.

(8) All the agreements between the parties on the subject matter hereof have been reduced to writing herein. No amendments to this AFFILIATION AGREEMENT shall be valid unless in writing and signed by the duly authorized representatives of the parties and approved by the Regents.

(9) No oral representations of any officer, agent, or employee of Hospital or The University of Texas System, or any of its component institutions, (including, but not limited to Southwestern), either before or after the effective date of this AFFILIATION AGREEMENT shall affect or modify any obligations of either party hereunder or under any Program Agreement.

(10) Southwestern shall, to the extent authorized under the Constitution and laws of the State of Texas, hold Hospital, its agents, servants, and employees harmless from liability resulting from Southwestern, its agents, servants, employees, faculty and students from its or their acts or omissions within the terms of this AFFILIATION AGREEMENT; PROVIDED, HOWEVER, Southwestern shall not hold Hospital harmless from any claims, demands, or causes of action(s) arising in favor of any person or entity growing out of, incident to, or resulting directly or indirectly from negligence (whether sole, joint, concurring or otherwise), of Hospital, its officers, agents, representatives, or employees; PROVIDED, HOWEVER, it is specifically understood and agreed that under no circumstances shall any student or faculty member of Southwestern involved in said Program be or be considered an agent, officer, servant, employee, or representative of the Hospital.

(11) This AFFILIATION AGREEMENT shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns; PROVIDED, HOWEVER, that no assignment by either party shall be effective without prior written approval of the other party. A delay in or failure of performance



of either party shall not constitute default hereunder or give rise to any claim for damages, if and to the extent such delay or failure is caused by occurrences beyond the control of either party.

(12) This AFFILIATION AGREEMENT shall not become effective unless and until approved by Regents. If so approved, this AFFILIATION AGREEMENT shall become effective on the date of such approval and shall continue in force and effect for an initial term ending one (1) year after the date and year of execution by Southwestern and Hospital, and after such initial term, from year to year unless one party shall have given ONE HUNDRED EIGHTY (180) days prior written notice to the other party of intention to terminate this AFFILIATION AGREEMENT. If such notice is given, this AFFILIATION AGREEMENT shall terminate: (a) at the end of the term of this AFFILIATION AGREEMENT during which the last day of such ONE HUNDRED EIGHTY (180) day notice period falls; or, (b) when all students, house officers, or residents enrolled in the Program at the end of the term of this AFFILIATION AGREEMENT have completed their respective courses of study under the Program, whichever event last occurs.

EXECUTED BY THE PARTIES HERETO, this the \_\_\_\_ day of \_\_\_\_\_, A.D., 19\_\_.

ATTEST:

Lesley McLammon

FACILITY

by: Les. F. Chamberlain  
President  
Texas Scottish Rite Hospital  
for Crippled Children

UNIVERSITY

by: Richard W. Sprague  
President  
The University of Texas Health Science  
Center at Dallas

FORM APPROVED:

M. Lynn Tyler for  
General Counsel  
The University of Texas System

CONTENT APPROVED:

Warren S. Hardison  
Special Assistant to the Vice Chancellor  
for Health Affairs  
The University of Texas System

Earl W. Powell  
Chancellor  
The University of Texas System

ATTEST:

Arthur H. Dilly  
Executive Secretary  
Board of Regents  
The University of Texas System

THE BOARD OF REGENTS OF THE  
UNIVERSITY OF TEXAS SYSTEM

by: \_\_\_\_\_  
Chairman, Board of Regents  
The University of Texas System  
**JAMES L. POWELL**

- ✓ 7. U. T. Health Science Center - Dallas (U. T. Southwestern Medical School - Dallas): Proposed Agreement with Trustees of the Harry S. Moss Trust for the Prevention and Cure of Heart Diseases and Request for Approval of Guidelines for Operation of the Harry S. Moss Heart Center.--

RECOMMENDATION

The Office of the Chancellor concurs with President Sprague's recommendation that a new agreement be entered into with the Trustees of the Harry S. Moss Trust in order to accept an increase in funding for the current fiscal year and over the next ten years from \$250,000 to \$750,000 a year for the Harry S. Moss Heart Center of the Southwestern Medical School, and the approval of guidelines for operation of the Heart Center, to become effective upon approval by the U.T. Board of Regents and signature by the Trustees. The proposed agreement and guidelines are set out on Pages HAC 14-20 .

BACKGROUND INFORMATION

Under the provisions of the will of Harry S. Moss, the bulk of his estate was left to the Harry S. Moss Trust for the Prevention and Cure of Heart Diseases. The will of Florence M. Moss also bequeathed one-third of her estate to the Harry S. Moss Trust. Florence M. Moss died on December 31, 1978. On February 13, 1976, the U.T. Board of Regents approved the establishment of the Harry S. Moss Heart Center at the Southwestern Medical School and established guidelines for the operation of the Center at its meeting on July 29, 1977. Changes in the guidelines are not substantive but reflect title and organizational changes which have occurred at the U.T. Health Science Center - Dallas since the original guidelines were approved in 1977.

AGREEMENT

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

This Agreement by and between the Board of Regents of The University of Texas System, for the use and benefit of The University of Texas Health Science Center at Dallas, hereinafter called "Board", and the Trustees of the Harry S. Moss Trust for the Prevention and Cure of Heart Diseases, hereinafter called "Trustees",

WITNESSETH:

WHEREAS, Harry S. Moss died in Dallas, Dallas County, Texas, on December 26, 1970, leaving a will which, after certain bequests, left the rest and residue of his estate for a specific perpetual charitable trust; and

WHEREAS, pursuant to the terms and provisions of the Last Will and Testament of Harry S. Moss, dated June 30, 1958, which was modified by a codicil to his will dated May 13, 1968, there was established a charitable trust known as the "Harry S. Moss Trust for the Prevention and Cure of Heart Diseases", wherein the First National Bank in Dallas, Florence M. Moss, and Frank M. Ryburn, Jr. were appointed Trustees, the said trust providing that the net income derived from the trust estate shall, among other things, be expended for medical or scientific research for the cause, treatment, prevention, alleviation, or cure of diseases of the heart; providing for clinics, laboratories, hospitals, scholarships, subsidies, loans, grants, and other research in the area of heart disease; and

WHEREAS, Florence M. Moss died in Dallas, Dallas County, Texas, on December 31, 1978, leaving a will dated November 11, 1977, which, after certain bequests, left one-third of the rest and residue of her estate to the trustees of the Harry S. Moss Trust for the Prevention and Cure of Heart Diseases to be used for the same charitable purposes as specified in the will of Harry S. Moss; and

WHEREAS, in keeping with the intent of the said will and trust, the parties established on the campus of The University of Texas Southwestern Medical School in Dallas the Harry S. Moss Heart Center of The University of Texas Southwestern Medical School for the purpose of facilitating the development of an innovative interdisciplinary cardiovascular program; and

WHEREAS, the parties further desire to continue their agreement for grants to the Harry S. Moss Heart Center of The University of Texas Southwestern Medical School;

NOW, THEREFORE, in consideration of the mutual benefits and other good and valuable consideration, Board and Trustees agree as follows:

1. Establishment of Center. There was established at The University of Texas Southwestern Medical School at Dallas the "Harry S. Moss Heart Center of The University of Texas Southwestern Medical School" which was authorized by an appropriate resolution of the Board of Regents of The University of Texas System and maintained in compliance with approved guidelines of the Board of Regents. The Harry S. Moss Heart Center has been and will continue to be operated exclusively for the development of an innovative, interdisciplinary cardiovascular program relative to the cause, prevention, and treatment of heart disease.

2. Appropriation of Funds. The Trustees of the Harry S. Moss Trust for the Prevention and Cure of Heart Diseases hereby agree to appropriate and transfer during said Trust's current fiscal year ending September 30, 1981, for the operation and maintenance of the Harry S. Moss Heart Center for The University of Texas Southwestern Medical School, the sum of not less than \$750,000 (including amounts heretofore paid during said current fiscal year) but not to exceed the net income of said Trust for said year. The Trustees further agree that similar appropriations shall continue for a period of ten years beginning with the fiscal year October 1, 1981-September 30, 1982, for the benefit of the Center so long as the Trustees, in their sole

discretion, deem that the policies and operation of the Harry S. Moss Center are being conducted effectively for the purposes evidenced by the will of Harry S. Moss. After the expiration of said ten-year period, the Trustees will consider the appropriation of the funds to said Heart Center for subsequent periods.

3. Purpose. The funds so appropriated each year shall be used or expended for the promotion and operation of the Harry S. Moss Heart Center as defined above.

4. Additional Grants and Gifts. Board may receive additional donations or contributions in cash or in other forms of property acceptable to Board. Each donation or contribution so received shall provide additional support for the Harry S. Moss Heart Center of The University of Texas Southwestern Medical School in accordance with the terms of this Agreement. Such donations shall be consistent with the purpose of the Harry S. Moss Heart Center of The University of Texas Southwestern Medical School.

5. Committees. There shall be an Executive Committee responsible for policy consisting of the Chief Executive Officer of The University of Texas Health Science Center at Dallas, the Vice-President for Business Affairs, the Dean of Southwestern Medical School, the Chairman of the Department of Internal Medicine, the Program Directors for the Section on Research in Basic Cardiovascular Science, the Section on Research in Clinical Cardiology, and the Section on Research in Athlerosclerosis and Lipid Metabolism. There shall be an at-large representative from the faculty of the medical school.

There shall also be an external Scientific Advisory Committee consisting of distinguished scholars and others interested in the programs contemplated, whose experience and judgment will be helpful in programming, planning, and conducting medical research. The members of this Committee shall be appointed by the President of The University of Texas Health

Science Center at Dallas in consultation with the Trustees. The initial members of the Advisory Committee will be Dr. Eugene Braunweld, Professor of Medicine, Harvard Medical School, and Chairman of Medicine of the Peter Bent Brigham Hospital, Boston, Massachusetts; Dr. Donald Frederickson, former Director of the National Institutes of Health and a world figure in the field of Lipid Metabolism and Atherosclerosis; and, Dr. John Shepherd, Dean of the Mayo Medical School, past President of the American Heart Association, who has a distinguished record of investigation in the field of cardiovascular disease.

An operational chart reflecting the organization of the Harry S. Moss Center is attached to this Agreement and made a part thereof.

If any part of this Agreement should conflict with the charitable trust known as the Harry S. Moss Trust for the Prevention and Cure of Heart Diseases, then the provisions of the trust agreement shall prevail.

WITNESS OUR HANDS, this 30th day of September, 1981.

ATTEST:

BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM

Office of the Board of Regents  
**Arthur H. Dilly**  
Executive Secretary  
Board of Regents of  
The University of Texas System

By: JAMES L. POWELL, Chairman

TRUSTEES OF THE HARRY S. MOSS TRUST FOR THE PREVENTION AND CURE OF HEART DISEASES

Trustee

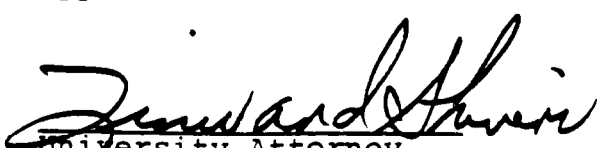
FIRST NATIONAL BANK IN DALLAS, TRUSTEE

By: Vice President - Trust

Approved as to Content:

Approved as to Form:

  
Chancellor

  
University Attorney  
HAC - 17

GUIDELINES FOR THE OPERATION OF THE HARRY S. MOSS HEART CENTER  
THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT DALLAS

The following guidelines for the operation of the Harry S. Moss Heart Center will supersede those approved by the Board of Regents at the July 29, 1977 meeting.

The Harry S. Moss Heart Center was established at the Southwestern Medical School of The University of Texas Health Science Center at Dallas by action of The Board of Regents of The University of Texas System on February 13, 1976.

To ensure efficient management and optimal scientific utilization, administration of the Harry S. Moss Heart Center will be structured in the following way (See Chart).

The lines of authority ascend from the professional members of the staff through the respective Program Directors for the Sections on Research in Basic Cardiovascular Science, Research in Clinical Cardiology and Research in Atherosclerosis and Lipid Metabolism, to the Dean of The University of Texas Southwestern Medical School; to the President of The University of Texas Health Science Center at Dallas; to the Executive Vice Chancellor for Health Affairs; and to the Board of Regents of The University of Texas System.

Policy decisions and supervision of the Center will be entrusted to an Executive Committee from the The University of Texas Southwestern Medical School. The Executive Committee will consist of (1) Chief Executive Officer of The University of Texas Health Science Center at Dallas; (2) Vice President for Business Affairs of The University of Texas Health Science Center at Dallas; (3) Dean of The University of Texas Southwestern Medical School; (4) Respective Program Directors of the Section on Basic Cardiovascular Science, Section on Research in Clinical Cardiology, and the Section on Research in Atherosclerosis and Lipid Metabolism; (5) The Chairman of the Department of Internal Medicine; and (6) one at-large member of the faculty of The University of Texas Southwestern Medical School.

The Executive Committee will meet at least quarterly to review all aspects of the program.

Day-to-day administration of the Center will be coordinated by the Program Directors of the respective sections, who in turn will report to the Dean and to the Executive Committee.

All of the professional members of the Harry S. Moss Heart Center shall have an appointment in one or more of the academic departments in The University of Texas Southwestern Medical School. New appointments and adjustment of salary levels shall be arranged through the appropriate department chairman. Most of the professional personnel of the Moss Heart Center at the present time have their appointments in the Department of Medicine, but some have either joint or single appointments in other academic departments.

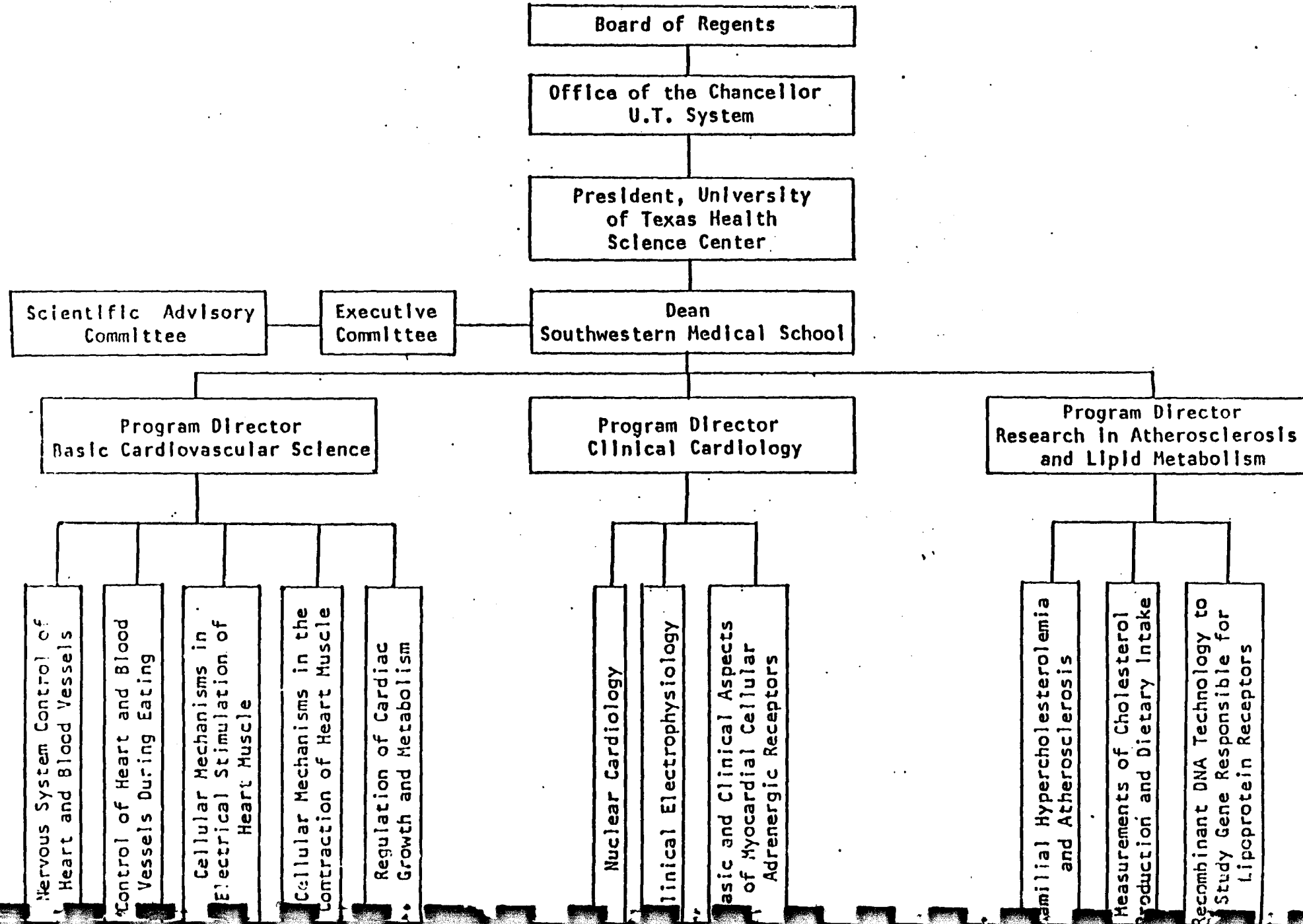
Both the Executive Committee, the Dean and the Program Directors will interact with the Scientific Advisory Committee. The Scientific Advisory Committee will be comprised of three medical scientists from across the nation who are prominent in the field of cardiology and/or atherosclerosis research. This committee will provide independent evaluation of the research projects and training programs of the Harry S. Moss Heart Center and will make recommendations for future programs. It is anticipated that each member of the committee will visit the Center individually for a few days every two years after which he or she will submit a written report to the Executive Committee chairman and the Trustees describing his or her evaluations and recommendations.

The Scientific Advisory Committee shall be comprised of the following members:

- (1) Dr. Eugene Braunwald, Chairman, Department of Medicine, Harvard Medical School, Peter Bent Brigham Hospital, Boston, Massachusetts.
- (2) Dr. Donald Frederickson, Institute of Medicine, National Academy of Science and former Director, National Institute of Health.
- (3) Dr. John Shepherd, Dean of the Mayo Medical School and former President, American Heart Association.



of  
The University of Texas Southwestern Medical School



- ✓ 8. U. T. Galveston Medical Branch: Request for Approval to Accept a Grant from The Moody Foundation for the Purpose of Conducting a Feasibility Study to Explore the Need and to Implement the Planning for a Major Program in Rehabilitation and Restorative Medicine.--

RECOMMENDATION

The Office of the Chancellor concurs with President Levin's recommendation that approval be given to accept a grant of \$150,000 from The Moody Foundation, Galveston, Texas, for a feasibility study intended to explore the need and to implement the planning for a major program in rehabilitation and restorative medicine, if it is determined that the U.T. Galveston Medical Branch is the logical institution to establish such a program.

BACKGROUND INFORMATION

The Moody Foundation is in the process of establishing a Center for the Promotion of Health and the Prevention of Disease and Disability to support promising areas of clinical and basic science research to improve methods and techniques and explore the validity of more effective educational and training models, and to identify and develop new protocols, formats and models of patient care and health promotion. The Foundation envisions that the Center would work collaboratively with the U.T. Galveston Medical Branch as well as other educational and health care institutions in the Gulf Coast area. Recognizing work already underway at the U.T. Galveston Medical Branch in the area of rehabilitation and restorative medicine and the importance of this work to The Foundation's plans, The Moody Foundation hopes, through this feasibility study, to validate that the U.T. Galveston Medical Branch is a logical institution to establish a major rehabilitation and restorative medicine program. U.T. Galveston Medical Branch feels this is a unique opportunity to be in the forefront of this challenging area of health care delivery.

It is anticipated that the program will include rehabilitation patients who are incapacitated because of neuromuscular diseases resulting from either trauma or congenital or genetic aberrations, patients who are suffering from alcoholism and/or drug abuse, and patients who have been disabled as a consequence of cardiovascular and/or pulmonary diseases. U.T. Galveston Medical Branch has already begun developing programs in rehabilitation in several of those areas. Members of both basic science and clinical departments have proposed this as a major thrust for the institution. This grant would enable U.T. Galveston Medical Branch to proceed with the development of structured and integrated programs which could later be expanded as needed.

- ✓ 9. U. T. Galveston Medical Branch (U. T. Galveston Allied Health Sciences School): Request for Approval to Consolidate the Department of Associated Health Occupations with the Department of Health Related Studies (Catalog Change).--

RECOMMENDATION

The Office of the Chancellor concurs with the recommendation of President Levin that approval be given to consolidate the Department of Associated Health Occupations with the Department of Health Related Studies in the U.T. Galveston Allied Health Sciences School.

BACKGROUND INFORMATION

When the proposal to change the name of the Department of Allied Health Services to the Department of Health Related Studies, approved by the U.T. Board of Regents on June 12, 1981, was submitted to the Coordinating Board, the staff recommended this consolidation. The Dean of the School of Allied

Health Sciences and the Chairman of the Department of Health Related Studies concur with that recommendation. The Chairman of the Department of Associated Health Occupations recently resigned, and this is, therefore, an opportune time to proceed with the consolidation.

Under the proposed consolidation, the Department of Health Related Studies will consist of two divisions. The first, Health Related Professions, will include four baccalaureate level programs currently in the Department of Health Related Studies. The second, Health Related Occupations, will include the six associate level programs previously in the Department of Associated Health Occupations. The proposed change will require no additional expenditures above those currently available for the two now-existing departments.

If this recommendation is approved, the next appropriate catalog published will be amended to reflect this action.

- ✓ 10. U. T. Galveston Medical Branch (U. T. Galveston Hospitals): Proposed Research Affiliation Agreement with the John S. Dunn Research Foundation, Houston, Texas.--

#### RECOMMENDATION

The Office of the Chancellor concurs with the recommendation of President Levin that approval be given to the Research Affiliation Agreement set out on Pages HAC 23-29 by and between the U.T. Galveston Medical Branch and the John S. Dunn Research Foundation, Houston, Texas. This agreement will become effective upon approval by the U.T. Board of Regents.

#### PURPOSE

This agreement will enable faculty in the Division of Orthopedic Surgery to develop an important new research program in the field of musculoskeletal neoplasms.

RESEARCH AFFILIATION AGREEMENT

This Agreement effective the \_\_\_\_ day of \_\_\_\_\_, 198\_, between the John S. Dunn Research Foundation, a Texas non-profit corporation (the "Foundation"), and The University of Texas Hospitals at Galveston, a component institution of The University of Texas Medical Branch at Galveston (the "Hospital"), is made with reference to the following facts:

1. The Hospital is a non-profit institution with the principal purpose of providing medical care to patients and qualifies as a "hospital" under section 170(b)(1)(A)(iii) of the Internal Revenue Code of 1954.

2. The Foundation is a medical research organization within the meaning of section 170(b)(1)(A)(iii) of the Internal Revenue Code of 1954, and is not a granting institution. In order to qualify as a medical research organization, the Foundation must be affiliated with a hospital(s) in the continuous active conduct of medical research, and it must employ professional personnel and own or lease its own physical facilities and equipment appropriate for such research. It is not sufficient to merely use its funds to support research conducted by another institution, as distinguished from research conducted by its own personnel.

3. It is the desire of the parties that the Foundation and the Hospital become affiliated in the active conduct of medical research and that they cooperate closely in the active conduct of medical research, by having the Foundation conduct some of its research in facilities of the Hospital, by having the Hospital make its facilities available to the Foundation, and by having personnel of the Foundation and the Hospital

participate in such medical research.

4. The objectives of the Foundation are to employ the most talented and productive investigators available to engage in research of their own choosing; to provide its investigators with maximum autonomy and freedom consistent with a cooperative research effort by the Foundation and the Hospital; and to maintain the identity of the Foundation in conducting joint research projects.

NOW, THEREFORE, it is mutually agreed as follows:

1. Purpose: The purpose of this Agreement is to provide for the continuous active conduct of medical research by the Foundation in conjunction with the Hospital.

2. Location: The medical research to be conducted hereunder shall be conducted in facilities of the Hospital, and in other appropriate locations as may be required so as to reasonably facilitate such medical research.

3. Supervision of medical research: The continuous active conduct of medical research in conjunction with the Hospital shall be under the supervision of a senior investigator(s) who will be selected by the Foundation with the advice of the Hospital. The research will be conducted by the Foundation through such senior investigator(s), and the cost of conducting the medical research will be paid by the Foundation.

4. Program Agreements: The specific research projects, including personnel and budgets, will be agreed upon by the Foundation and the Hospital in specific Program Agreements.

5. Conduct of medical research: The medical research in conjunction with the Hospital shall be conducted by the investigator(s) and other employees of the Foundation either alone or in conjunction with others working at the Hospital.

The Foundation and the Hospital shall freely exchange information, ideas and research results of joint projects. All activities conducted at the Hospital pursuant to this Agreement shall conform to the applicable policies of the Hospital, and the personnel of the Hospital assisting and collaborating in such medical research shall be responsible for obtaining appropriate approval for such activities. The Hospital shall permit its personnel to assist in collaborating in medical research with the personnel of the Foundation, and the Foundation shall permit its personnel to assist in collaborating in medical research with the personnel of the Hospital. Any inventions or discoveries made during the course of research under this Agreement which may be patentable shall be treated in the manner prescribed in Appendix A attached hereto.

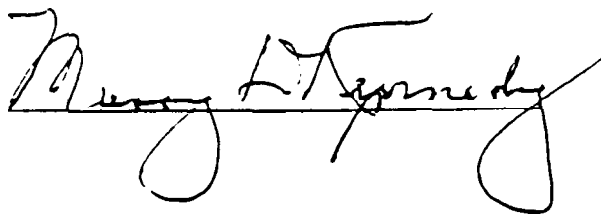
6. Period of agreement: This Agreement is for a period of five years from the effective date hereof and shall be automatically extended for additional five-year periods from and after the expiration of the first and each succeeding five-year period, unless six months or more prior to expiration of any 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

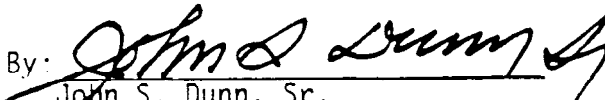
and approved by each of the parties.

This Agreement effective as of the day and year first above written.

ATTEST:



JOHN S. DUNN RESEARCH FOUNDATION:

By:   
John S. Dunn, Sr.  
Chairman, Board of Trustees

ATTEST:

\_\_\_\_\_

THE UNIVERSITY OF TEXAS MEDICAL  
BRANCH AT GALVESTON:

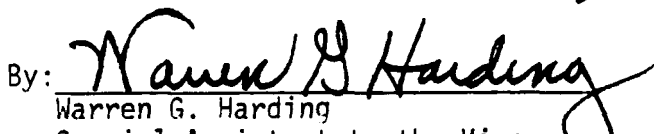
By:   
William C. Levin, M. D.  
President


FORM APPROVED:

By:   
Office of General Counsel

THE UNIVERSITY OF TEXAS SYSTEM:

CONTENT APPROVED:

By:   
Warren G. Harding  
Special Assistant to the Vice  
Chancellor for Health Affairs

  
E. D. Walker  
Chancellor  
The University of Texas System

THE BOARD OF REGENTS OF THE  
UNIVERSITY OF TEXAS SYSTEM:

ATTEST:

Executive Secretary, Board of Regents  
The University of Texas System  
**ARTHUR H. DILLY**

Chairman, Board of Regents  
The University of Texas System  
**JAMES L. POWELL**

## APPENDIX A

### INVENTIONS AND DISCOVERIES

#### 1. Policy

Some of the inventions and discoveries made by investigators during the course of research under this Agreement, either solely or jointly with the Hospital investigators, may be patentable. The Foundation recognizes that patent rights, either limited or exclusive, can be a strong incentive for a private company to risk the money and effort needed to change a research invention or discovery into a commercial product or procedure which is widely available to the public. Accordingly, the Foundation wishes, wherever it considers it advisable, to seek patent protection on inventions and discoveries resulting from research projects under this Agreement.

#### 2. Patents

Inventions and discoveries made solely by the Foundation or solely by the Hospital shall belong to such party. Due to the close cooperation between personnel of the Foundation and the Hospital in the research projects under this Agreement, it is contemplated that some inventions and discoveries may be made jointly by Foundation and Hospital employees. In this regard, where at the time of an invention the inventor is acting solely in the capacity as an employee of one party, such invention shall nevertheless be deemed to have been made "jointly" if the other party has made some substantial contribution to the research project out of which such invention arose, such as funds, equipment, space, overhead, staff, etc. In the case of inventions and discoveries made jointly by the Foundation and the Hospital, either party may request that a patent application be filed and the patent expenses shall be apportioned according to



the respective contributions of the parties to the funding of the research project out of which the invention arose; provided, however, that all such inventions, applications for patents and patents issued thereon shall be assigned to the Hospital.

3. Royalties

(a) Royalties received on patents which belong solely to one of the parties shall be the property of such party. Royalties received on joint inventions and discoveries of the Foundation and Hospital shall be apportioned according to the respective contributions of the parties to the funding of the research project out of which the invention arose.

(b) The Hospital shall receive and disburse royalty income pursuant to subparagraph (a) above with respect to joint inventions of the Foundation and the Hospital and shall keep accurate records detailing the basis for such disbursements. The Hospital shall, before the end of the calendar quarter next succeeding the close of each fiscal year, provide a written report to the Foundation detailing royalty receipts and disbursements for the immediately preceding fiscal 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 obtained under Paragraph 2 above against infringers. In the event of a joint patent or invention, all costs of litigation, including attorney's fees, shall be deducted from any royalties received on the patent in suit before distribution in accordance with the provisions of Paragraph 3, subparagraph (a) above. If such costs exceed

royalties, such costs shall be borne by the parties in proportion to their respective interests in the patent or invention.

✓ 11. U. T. Health Science Center - Houston: Proposed Appointment of Ashbel Smith Professor Effective Immediately.--

RECOMMENDATION

The Office of the Chancellor concurs with the recommendation of President Bulger to appoint John Victor Olson, D.D.S., as the first Ashbel Smith Professor at the U.T. Health Science Center - Houston, to be effective immediately, and contingent upon the approval of the naming of nonendowed professorships as proposed in Item 10 on Page C of W - 96 .

BACKGROUND INFORMATION

The nominee has been Dean of the U.T. Dental Branch - Houston for 29 years and has announced his plans to retire from that position as soon as a search for a replacement can be completed. He has been recognized as a fine clinician and a great teacher throughout his service and was personally responsible for development and implementation of an entirely self-paced curriculum at the U.T. Dental Branch - Houston, a program so successful and innovative that he has consulted worldwide on self-paced curricula. The nominee is highly regarded by the practicing dentists of the State of Texas and is loved and respected by his colleagues, students and faculty.

✓ 12. U. T. Health Science Center - Houston (U. T. Medical School - Houston): Proposed Appointment to the H. Wayne Hightower Professorship in the Medical Sciences Effective Immediately.--

RECOMMENDATION

The Office of the Chancellor concurs with President Bulger's recommendation that Dr. Ernst Knobil be appointed as the first H. Wayne Hightower Professor of Physiology effective immediately.

BACKGROUND INFORMATION

The nominee was appointed Dean and Professor of Physiology at the U.T. Medical School - Houston effective July 1, 1981. He is an eminent scholar, an able administrator and is well qualified to hold this prestigious title.

The H. Wayne Hightower Professorship was established by the U.T. Board of Regents at the August 13-14, 1981 meeting. In accordance with the donor's wishes, the Professorship is to be awarded to the individual who serves as Dean of the Medical School. The option to use the specific discipline, in this case Physiology, rather than Medical Sciences was also proposed by the donor.

✓ 13. U. T. Health Science Center - San Antonio: Proposed Memorandum of Affiliation with Veterans Administration Medical Center, Waco, Texas.--

RECOMMENDATION

The Office of the Chancellor concurs with the recommendation of President Harrison that approval be given to the Memorandum of Affiliation set out on Pages HAC 31-32 by and between The University of Texas Health Science Center at San Antonio and the Veterans Administration Medical Center, Waco, Texas. This agreement has been executed by the appropriate officials and will be effective upon the approval of the U.T. Board of Regents.

PURPOSE

This agreement will provide training opportunities for occupational therapy students in the School of Allied Health Sciences.

MEMORANDUM OF AFFILIATION

BETWEEN

THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER  
SAN ANTONIO, TEXAS

AND

THE VETERANS ADMINISTRATION MEDICAL CENTER  
WACO, TEXAS

It is mutually agreed by The University of Texas Health Science Center and the VA Medical Center, Waco, Texas, that education experiences for students in the Occupational Therapy program will be provided at the VA Medical Center, Waco, Texas.

The faculty of The University of Texas Health Science Center will assume responsibility, in coordination with the VA staff, for the assignment of students. There will be coordinated planning by the facility and the faculty members. While in the VA facility, students will be subject to VA rules and regulations.

The facility will retain full responsibility for the care of patients and will maintain administrative and professional supervision of students insofar as their presence affects the operation of the facility and/or the direct and indirect care of patients.

Students will receive an orientation to the facility. Faculty members and facility staff supervisors will evaluate the students' performance in mutual consultation and according to the guidelines outlined in the approved curriculum.

The Institution complies with title VI of the Civil Rights Act of 1964, title IX of the Education Amendments of 1972, and section 504 of the Rehabilitation Act of 1973, and related regulations, and assures that it does not and will not discriminate against any person on the basis of race, color, sex, creed, national origin, age, or handicap under any program or activity receiving Federal financial assistance from the VA.

Nothing in the agreement is intended to be contrary to State or Federal laws. In the event of conflict between terms of this agreement and any applicable State or

Federal law, that State or Federal law will supersede the terms of this agreement.  
In the event of conflict between State and Federal laws, Federal laws will govern.

A periodic review of program and policies will be conducted under the auspices of the Office of Academic Affairs.

This Memorandum of Affiliation may be terminated by either party on notice to the other 30 days in advance of the next training experience.

Date Signed: July 15, 1981

UNIVERSITY:  
By: Frank Harrison  
President Frank Harrison  
The University of Texas Health  
Science Center at San Antonio

ATTEST:

Executive Secretary, Board of Regents  
The University of Texas System  
**ARTHUR H. DILLY**

Chairman **JAMES L. POWELL**  
Board of Regents  
The University of Texas System

FORM APPROVED:  
M. Lynn Taylor, Jr.  
General Counsel for the System

CONTENT APPROVED:  
Ed Miller  
Chancellor of the System

Warren S. Hardin  
Special Assistant to the Vice Chancellor  
for Health Affairs  
The University of Texas System

Date Signed: 2/19/81

Irvin D. Noll  
IRVIN D. NOLL  
Director, V.A. Medical Center

✓ 14. U. T. Health Science Center - San Antonio (U. T. Medical School - San Antonio): Proposed Affiliation Agreement with Saint Luke's Lutheran Hospital, San Antonio, Texas.--

RECOMMENDATION

The Office of the Chancellor concurs with President Harrison's recommendation that approval be given to the new affiliation agreement set out on Pages HAC 34-38 by and between the U.T. Health Science Center - San Antonio and St. Luke's Lutheran Hospital, San Antonio, Texas. The agreement was executed by the appropriate officials on September 4, 1981 to become effective upon approval by the U.T. Board of Regents.

BACKGROUND INFORMATION

The original affiliation agreement was signed on June 21, 1971 for a ten-year term by an appropriate official of the Board of Lutheran General Hospital in San Antonio. When the new St. Luke's Lutheran Hospital was established, it was decided by the original governing board to have a new and separate Board for St. Lukes. It is the Chairman of this new Board who has signed the proposed new affiliation agreement. There are no substantive changes between the new agreement and the 1971 agreement. This agreement will provide a clinical experience base for students and house staff in the U.T. Medical School - San Antonio.

AFFILIATION AGREEMENT

THE STATE OF TEXAS

COUNTY OF BEXAR

THIS AGREEMENT made the 12/11 day of DECEMBER, 1967,  
by and between the University of Texas Medical School at San Antonio ("Medical  
School") a component institution of The University of Texas System, ("System"),  
and Saint Luke's Lutheran Hospital ("Facility"), a Hospital  
having its principal office at 7930 Floyd Curl, State of Texas.

WITNESSETH:

WHEREAS, advancement and progress in medicine are now being achieved  
at a more significant and rapid rate than during any previous period in history;  
and

WHEREAS, in recognition of these dramatic changes and of all future dis-  
coveries and developments, the Medical School and the Hospital find it desirable  
to establish a closer working relationship between the two institutions, both of  
which share a common commitment to offer the people of San Antonio, Texas, and  
the Southwest the finest medical care and a desire to participate in the education  
of doctors for the future, and

WHEREAS, it is in the best interest of both parties to coordinate all  
medical care resources in this community to this end:

NOW THEREFORE, with these objectives in mind and with an intent to develop  
a teaching program for the doctors of the future, and to pursue this goal jointly  
to the extent consistent with the interests of each institution, the Medical School  
and the Hospital hereby agree as follows:

1. EXTENT OF AFFILIATION AT THE DEPARTMENTAL OR SERVICE LEVEL, OR BOTH

The purpose of this agreement is to establish a broad framework of insti-  
tutional policies to facilitate cooperation between the Medical School and the  
Hospital at the departmental or service level, or both. It is agreed that the  
initiative for establishing any departmental or service affiliation and working  
relationships, or both, will be vested in the respective department or service  
heads of the several departments or services, or both, of the Medical School and  
corresponding chiefs of service of the Hospital staff. It is further understood  
that the individual departments or services, or both, of the Medical School or  
the Hospital may or may not establish affiliations, depending upon the needs and  
circumstances of the departments or services, or both, and subject to the appro-  
priate action by the respective governing bodies of those institutions.

2. PROVISIONS FOR FACULTY APPOINTMENTS FOR HOSPITAL STAFF MEMBERS

Both parties agree that academic status has been proven to be a strong inducement for attracting well-qualified physicians for teaching positions at the Hospital, and that academic appointments made by the Medical School for individuals in key positions at the Hospital should include tenure or assurances of continuation of employment, if possible. Academic appointments, including tenure, will be nominated by the Hospital or the Medical School and will be granted after mutual agreement on an individual basis, subject to the approval of the person by the Medical School and satisfactory arrangements covering the financial obligations accompanying all appointments in this category. The alternatives for obtaining appointments in this category are:

(1) Unqualified Tenure Appointment:

Guarantee by the Hospital for all future salary costs for any tenure appointments by the Medical School

Under a contract negotiated between the individual physician and the Hospital, with the approval of the Medical School, the Hospital will guarantee to pay to the Medical School the salary for the position authorized in accordance with the terms of the contract. These payments will continue as long as the Medical School is required to maintain these personnel, but not to exceed the term of the contract as negotiated between the parties.

(2) Qualified Tenure Appointment:

Guarantee by the Hospital of the future salary costs for a limited term tenure appointment of a period of time to be agreed upon following termination or discontinuation of a hospital position

Under this agreement, the faculty member would receive a tenure guarantee covering a period of time to be agreed upon between the Hospital and the physician. In the event his position shall be terminated by the Hospital before the end of such period, and at the time of such termination, the physician occupies a full-time faculty position at the Medical School, then he would be entitled to receive his salary from the Hospital for the remainder of the period originally agreed upon.

(3) Hospital Staff Without Compensation:

Rules and procedures established by the Hospital will be used in appointment of medical staff of the Hospital without teaching assignment, faculty designation, or compensation through the Medical School.



(4) Hospital Staff with Partial Compensation and/or Medical School Faculty Appointment:

Mutual agreement between the Hospital and the Medical School is required for appointment in either category in this section with definition of faculty title, duties, amount of compensation (if any), and term of appointment (annual unless otherwise agreed upon).

3. COMPENSATION ARRANGEMENTS FOR FULL-TIME FACULTY

Physicians with academic appointments employed full-time by the Medical School and based at the Hospital will be subject to The University of Texas System policy regarding salary plan. Fees earned in excess of the maximum allowed will be placed in a trust fund and used to develop medical education and research programs at the Hospital. These funds should not be committed on a continuing basis for the salaries of additional full-time personnel.

4. JOINT SPONSORSHIP OF RESEARCH ACTIVITIES

In the event the Hospital and the Medical School desire to jointly pursue research, the Hospital will provide research facilities for physicians who are geographically full-time within the Hospital. Research projects at the Hospital may be jointly sponsored by the Medical School through contract. In such cases, the contract will state the extent of the responsibility of each institution in the administration and disposition of research funds, provisions of staff and facilities, and ownership of equipment purchased with research funds.

5. PROVISION FOR REVIEW OF RELATIONSHIP

Both parties agree that a productive and harmonious relationship between the two institutions depends upon maintaining effective channels of communication. The parties anticipate that routine matters will be handled and decided mutually through continuous contacts at the departmental or service level. At least annually, and more frequently if necessary, a group representing each institution should meet to review and discuss overall relationships and policies and other matters of common concern.

6. JURISDICTIONAL POWERS

It is agreed that the Saint Lukes Lutheran Hospital Board of Trustees acting for its institution, shall retain all jurisdictional powers incident to separate ownership, including the power to determine the general and fiscal policies of its institution; selection of the directing head of the Hospital; and the determination of the acceptability and desirability of the Hospital medical and

professional staff.

7. ADMISSION OF PATIENTS AND APPOINTMENTS TO TEACHING STAFF

All admissions of patients to the Hospital shall be under the direction of the Hospital Board of Trustees, and full and complete direction of the administration and supervision of the Hospital, as well as appointments to the medical staff, shall at all times be retained by the Hospital Board of Trustees. Appointments to the teaching staff of the Saint Lukes Lutheran Hospital shall be made by the Hospital Board of Trustees. Such appointments should come on recommendations of the Medical School after due consultation with the Hospital chiefs of service or departmental chairmen concerned and upon the approval of the executive committee of the medical staff. Appointment to the Hospital medical staff or membership therein is not contingent upon a teaching appointment.

8. CHANGES IN AGREEMENT AND DISSOLUTION

If any aspect of this agreement becomes unsatisfactory, a joint committee of appointed representatives of both institutions shall be responsible for discussing and resolving questions involved. If a change in the agreement is necessary, the committee shall make recommendations to the authorities at each institution. If problems develop that are serious, and that cannot be resolved, either party hereto shall have the right to terminate this agreement upon not less than six months written notice to the other. The effective date of such dissolution shall be mutually agreed upon with adequate time to allow each institution to make necessary arrangements for an orderly transition. In the absence of such an agreement, however, the effective date of such dissolution or termination shall be six months after the receipt of such written notice.



- ✓ 15. U. T. Cancer Center: Proposed Agreement with the Southern Medical Association, Birmingham, Alabama, to Fund and Operate the Dial Access Program. --

RECOMMENDATION

The Office of the Chancellor concurs with President LeMaistre's recommendation that approval be given to an agreement set out on Pages HAC 40-45 by and between the U.T. Cancer Center and the Southern Medical Association, Birmingham, Alabama. This agreement has been executed by the appropriate officials to become effective upon approval by the U.T. Board of Regents.

BACKGROUND INFORMATION

For a number of years the U.T. Cancer Center has operated a Dial Access System making available tapes, produced by members of the staff on a variety of cancer topics, to health professionals throughout the United States by means of a toll-free telephone service. In recent months, most of the support for this program, which has come from the National Cancer Institute, the American Cancer Society and other grant and gift sources, has expired. To continue to provide this important service, it has been necessary to find a new sponsor. Under the proposed agreement, Southern Medical Association will fund and operate the Dial Access Program using the tapes produced by the staff at the U.T. Cancer Center.

DIAL ACCESS PROGRAM AGREEMENT

State of Texas

KNOW ALL MEN BY THESE PRESENTS:

County of Harris

This agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by and between The University of Texas System Cancer Center ("University"), a component of The University of Texas System, ("System"), and the Southern Medical Association ("S.M.A."), a nonprofit educational association having its principal offices in Birmingham, State of Alabama.

W I T N E S S E T H

WHEREAS, University has prepared a collection of approximately 380 tape recordings designed to provide the latest information on cancer prevention, detection, diagnosis, therapeutic management, and rehabilitation; and

WHEREAS, S.M.A. desires to offer access to these tapes and other tapes which may be produced by University, through a toll-free telephone service available to health professionals in the continental United States, and

WHEREAS, University desires to make copies of the tape recordings available to S.M.A. for this purpose, on certain terms and conditions;

WHEREAS, University and S.M.A. jointly desire to better serve the medical community in the conduct of this educational program;

NOW THEREFORE, recognizing the mutual advantages and in consideration of the mutual promises contained herein and other good and sufficient consideration, the receipt of which is hereby acknowledged, the parties agree to implement a Dial Access Program- ("Program") as follows:

1.

The parties agree to work jointly and cooperatively toward receiving A.M.A. continuing education credit for the S.M.A. Dial Access Program for physicians utilizing the Program.

2.

This Agreement shall become effective on the date of approval, and shall continue in effect for an initial term ending one year after the date and year of execution by University and S.M.A., and after such initial term, from year to year unless one party shall give one hundred-eighty (180) days' prior written notice to the other of the intention to terminate or modify this Agreement. While this Agreement is in effect the parties agree to conduct an annual review of the Program.

3.

University agrees to produce, edit, and up-date tapes on cancer topics for physicians. University will permit the use of and furnish tapes on physician-related cancer topics to S.M.A. without cost to S.M.A. for use in the Program.

4.

University will control the content, format and distribution of the tapes, will retain the master copy of the tapes, and may use the tapes for whatever purpose University desires. All tapes furnished to S.M.A. pursuant to this contract will be copyrighted by University in the name of University and registered with the Library of Congress, Register of Copyrights. University shall retain copyright ownership of said tapes and hereby grants S.M.A. a non-exclusive license to use said tapes pursuant to the terms and conditions of this contract.

5.

University will review each tape accepted by S.M.A., annually and will make periodic reports to the S.M.A., not less frequently than annually, concerning the need to update specific tapes.

6.

S.M.A. will provide a telephone service available to S.M.A. members and other subscribing physicians operated on a twenty-four hour day, seven day week, with tape station to play the tapes produced or updated by University and delivered to S.M.A. for its Dial Access Program.

7.

S.M.A. will prepare, publish, maintain and distribute a catalog of tape titles, such publication to be current annually, and publish announcements of new tapes periodically during the year. S.M.A. will place appropriate announcements of the Dial Access Program on cancer topics with professional journals and other appropriate channels during the year.

8.

S.M.A. shall within one hundred-twenty (120) days from the date of this Agreement attain sufficient funding for the operation of the S.M.A. Dial Access Program for the twelve month period commencing from the date of this agreement; otherwise, University may terminate this Agreement forthwith.

9.

S.M.A. shall include in its Dial Access Program all tapes produced by University and accepted by S.M.A. on cancer topics for physicians.

10.

University and S.M.A. will agree to an introductory phrase to be used on the existing tapes acknowledging production of the tapes by University and distribution of the tapes by S.M.A. The parties will agree to a joint format to be used in marketing the tapes and to be included in all written texts for use with the tapes as follows:

Produced by The University of Texas System Cancer Center  
in association with The Southern Medical Association

11.

Upon notice to University that funding has been secured, University will be allowed ninety (90) days to up-date the current tapes and deliver the tape library to the S.M.A. in Birmingham, Alabama.

12.

Neither S.M.A. nor University shall assign or otherwise transfer its use of the tapes accepted by S.M.A. for inclusion in the Dial Access System to any other competing telephone system without the express written consent of the other.

13.

Notices, reports, or other communications shall be in writing and shall be delivered to the following persons:

UNIVERSITY  
Charles LeMaistre, M.D., President  
The University of Texas System  
Cancer Center, Houston, Texas

S.M.A.  
Executive Vice President  
Southern Medical Association  
Birmingham, Alabama

or to such other place as the parties may from time to time in writing designate.

14.

This Agreement shall be deemed to be governed by the laws of the state of Texas and for all purposes shall be construed and enforced in accordance with the law of that state.

15.

The parties agree to comply with all federal, state and municipal laws, ordinances, rules and regulations that may be applicable to the performance of this Program.

16.

This document constitutes the entire Agreement between the parties and no other agreements, written or oral, concerning the Program are of force and effect.



17.

University and S.M.A. agree to meet at least annually to review the operation of the program and the relationships between the two groups.

18.

University shall, to the extent authorized under the Constitution and laws of the state of Texas, hold S.M.A. harmless from liability resulting from University's acts or omissions within the terms of this Agreement; provided, however, University shall not hold S.M.A. harmless from any claims, demands or causes of actions arising in favor of any person or entity growing out of, incident to, or resulting directly or indirectly from the negligence (whether sole, joint, concurring or otherwise) of S.M.A., its officers, agents, representatives, or employees, or any person or entity not subject to University's supervision or control.

ATTEST:

SMA

\_\_\_\_\_

By: William J. Ranieri  
Executive Vice President

Edwin C. Evans, M.D.  
By: Edwin C. Evans, M.D.  
Chairman, Committee on Dial Access

UNIVERSITY

Charles A. Maestre, M.D.  
By: President

FORM APPROVED:

CONTENT APPROVED:

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

Nancy S. Harding  
Special Assistant to the Vice  
Chancellor for Health Affairs  
The University of Texas System

Ed [Signature]  
Chancellor  
The University of Texas System

ATTEST:

THE BOARD OF REGENTS OF THE  
UNIVERSITY OF TEXAS SYSTEM

Arthur H. Dilly  
Secretary, Board of Regents  
The University of Texas System  
**ARTHUR H. DILLY**

James L. Powell  
Chairman Board of Regents  
The University of Texas System  
**JAMES L. POWELL**

L&I Com.

LAND AND INVESTMENT COMMITTEE  
Committee Chairman Hay

Date: October 9, 1981  
Time: Following the Meeting of the Health Affairs Committee  
Place: Second Floor, University Center, U. T. Tyler

	<u>Page</u> <u>L &amp; I</u>
I. <u>Permanent University Fund</u>	
A. Investment Matters	
1. Report on Clearance of Monies to Permanent University Fund for July and August 1981 and Report on Oil and Gas Development as of August 31, 1981	5
2. Proposed Employment Agreement with Investment Counselors	6
B. Land Matters	
1. Easements and Surface Leases, Material Source Permits, Assignment of Leases, Assignment of Grazing Lease and Flexible Grazing Lease	
a. Easements and Surface Leases Nos. 5468-5502	7
b. Material Source Permits Nos. 612-613	11
c. Assignment of Leases Nos. 3918, 5143 and 3893	11
d. Assignment of Grazing Lease No. 1146 and Flexible Grazing Lease No. 77	11
2. Recommendation to Accept Proposal for Consulting Services to Assess the Economic Feasibility of Vineyard/Winery Development on University Lands in West Texas, and Appropriation Therefor	12
II. <u>Trust and Special Funds</u>	
A. Gifts, Bequests and Estates	
1. U. T. System: Recommendation to Accept Bequest and to Establish the Selden Leavell Endowed Scholarship	19

2. U. T. Austin: Recommendation to Accept Gift and to Establish the Malcolm Abel Centennial Endowed Scholarship in the Department of Petroleum Engineering 19
3. U. T. Austin: Recommendation to Establish the Dewitt C. Greer Professorship in Transportation Engineering in the College of Engineering and Eligibility for Matching Funds from The Centennial Teachers and Scholars Program 20
4. U. T. Austin: Recommendation to Accept Gift and Pledge and to Establish the Hayden Head Professorship in the College of Engineering and Eligibility for Matching Funds from The Centennial Teachers and Scholars Program 20
5. U. T. Austin: Recommendation to Establish the Lyndon B. Johnson Chair in National Policy in the Lyndon B. Johnson School of Public Affairs 21
6. U. T. Austin: Recommendation to Establish the Herbert D. Kelleher Centennial Professorship in Business Law in the College of Business Administration and Graduate School of Business 21
7. U. T. Austin: Recommendation to Rename the Vertebrate Paleontology Fund the Wann and Marietta Langston Research Fund in Vertebrate Paleontology in the Department of Geological Sciences 22
8. U. T. Austin: Recommendation to Accept Gift and to Establish the Eugene and Margaret McDermott Excellence Fund for the Study of American Architecture in the School of Architecture 22
9. U. T. Austin: Recommendation to Establish the College of Natural Sciences Foundation Advisory Council Teaching Excellence Award Fund 23
10. U. T. Austin: Recommendation to Establish the V. F. Neuhaus Centennial Professorship in Finance in the Collge of Business Administration and Graduate School of Business 23
11. U. T. Austin: Recommendation to Establish the Reed Rock Bit Company Endowed Presidential Scholarship in the College of Business Administration 23

	<u>Page</u> <u>L &amp; I</u>
12. U. T. Austin: Recommendation to Accept Gift and to Establish the Effie Potts Sibley Endowed Scholarship Fund in the Department of Music	24
13. U. T. Austin: Recommendation to Establish the Bettie Margaret Smith Chair in Environmental Health Engineering in the College of Engineering	24
14. U. T. Austin: Recommendation to Accept a Pledge and to Establish the Mary John and Ralph Spence Centennial Professorship in the College of Business Administration and the Graduate School of Business and Eligibility for Matching Funds from The Centennial Teachers and Scholars Program	25
15. U. T. Austin: Recommendation to Accept a Bequest and to Establish the Josleen Lockhart Memorial Fund in the School of Social Work	25
16. U. T. Austin: Recommendation to Appoint Successor Trustee of the J. Lassen Boysen Scholarship Trust	26
17. U. T. El Paso: Recommendation to Accept Bequest and to Establish the Eric J. Bymark Memorial Endowment Fund for the Department of Athletics	27
18. U. T. Health Science Center - San Antonio (U. T. Medical School - San Antonio): Recommendation to Accept Bequest and to Establish the Bowen-Vogt Fund	27
19. U. T. Cancer Center (U. T. M. D. Anderson Hospital): Recommendation to Establish the Kelcie Margaret Kana Research Chair	28
20. U. T. Cancer Center (U. T. M. D. Anderson Hospital): Recommendation to Accept Bequests from the Estate of Nadine Mansfield, Deceased	28
21. U. T. Health Center - Tyler: Recommendation to Establish the Doctor and Mrs. Sam Topperman Lectureship	29
 B. Real Estate Matters	
1. U. T. System - W. C. Hogg Memorial Fund: Recommendation for Sale of Land in the John Austin Survey, Houston, Harris County, Texas, to American General Life Insurance Company	30

2. U. T. System - W. C. Hogg Memorial Fund: Recommendation for Oil and Gas Lease of Undivided Interest in Josiah H. Bell Survey, Brazoria County, to Sue-Ann Operating Company 30
3. U. T. System - W. C. Hogg Memorial Fund: Recommendation for Oil and Gas Lease of Undivided Mineral Interest in Union County, Arkansas, to J. D. Reynolds Company 30
4. U. T. System and U. T. Austin - W. C. Hogg Memorial Fund: Recommendation to Sell Land in Houston, Harris County, Texas, to 701 Main Street Associates 31
5. U. T. Austin - E. J. Lund Founder's Fund: Recommendation for Lease of Land in Austin, Travis County, Texas, to Classified Parking System, Inc. 31
6. U. T. El Paso - Frank B. Cotton Estate: Request to Correct Survey Problems in Hudspeth and Culberson Counties, Texas 31
7. U. T. Galveston Medical Branch - Agnes Thelma Anderson Fund: Recommendation for Oil and Gas Lease of Undivided Interest in the Edward Wood Survey, Chambers County, Texas, to Terra Resources, Inc. 32

III. Other Matters

- PUF and Trust and Special Funds: Report of Securities Transactions for Months of June July, 1981 32

I. PERMANENT UNIVERSITY FUND

A. INVESTMENT MATTERS

1. Report on Clearance of Monies to Permanent University Fund for July and August 1981 and Report on Oil and Gas Development as of August 31, 1981.--The following reports with respect to (a) certain monies cleared to the Permanent University Fund for July and August 1981 and (b) Oil and Gas Development as of August 31, 1981, are submitted by the Executive Director for Investments and Trusts:

<u>Permanent University Fund</u>	<u>July, 1981</u>	<u>August, 1981</u>	<u>Cumulative This Fiscal Year (1980-1981)</u>	<u>Cumulative Preceding Fiscal Year (1979-1980)</u>	<u>Per Cent Change</u>
Royalty					
Oil	\$ 12,488,756.49	\$ 11,390,662.25	\$115,147,559.19	\$ 78,728,841.34	46.26%
Gas	\$ 3,501,021.01	3,874,745.92	39,396,679.44	36,652,948.31	7.49%
Sulphur	642,856.37	682,178.55	5,740,327.32	3,974,506.85	44.43%
Water	41,180.74	53,764.13	318,879.07	373,374.45	( 14.60%)
Brine	5,000.41	6,098.80	60,181.59	42,932.98	40.18%
Rental					
Oil and Gas Leases	109,170.37	1,076,359.88	2,953,756.56	2,549,936.82	15.84%
Other	4,634.00	4,580.00	14,792.47	20,338.47	( 27.27%)
Sale of Sand, Gravel, Etc.	1,438.00		42,656.19	45,516.93	( 6.29%)
Gain or (Loss) on Sale of Securities	33,870.90	(8,870,514.80)	925,869.26	8,332.27	
Transfer from Special 1% Fee Fund			150,000.00		100.00%
Sub-Total	<u>\$ 16,827,928.29</u>	<u>\$ 8,217,874.73</u>	<u>\$164,750,701.09</u>	<u>\$122,396,728.42</u>	34.60%
Bonuses					
Oil and Gas Lease Sales	\$ -0-	\$ -0-	\$ 97,073,500.00	\$ -0-	100.00%
Amendments and Extensions to Mineral Leases	47,084.95	199,891.03	1,058,636.49	252,798.50	318.77%
Total Bonuses	<u>\$ 47,084.95</u>	<u>\$ 199,891.03</u>	<u>\$ 98,132,136.49</u>	<u>\$ 252,798.50</u>	
TOTAL CLEARANCES	<u>\$ 16,875,013.24</u>	<u>\$ 8,417,765.76</u>	<u>\$262,882,837.58</u>	<u>\$122,649,526.92</u>	114.34%

Oil and Gas Development - August 31, 1981  
 Acreage Under Lease - 1,016,051

Number of Producing Acres - 463,715

Number of Producing Leases - 1,950

L & I - 5



2. Proposed Employment Agreement with Investment Counselors.--

Recommendation

Regent Hay and Chancellor Walker recommend the employment by the Board of Bernstein-MacAulay, Incorporated, Capital Alliance Management, Capital Guardian Trust, and Fayez Sarofim & Company for the purpose of investing a total of \$160,000,000 of the Permanent University Fund and \$40,000,000 of the Common Trust Fund allocated to each of them in equal shares.

Background Information

At its June 11-12, 1981, meeting, the Land and Investment Committee recommended that the Chancellor and Committee Chairman Hay negotiate with the four investment firms named above with a view toward employing them to manage the investment of the above portions of the Permanent University Fund and the Common Trust Fund. During these negotiations each of the four firms submitted proposed agreements which differed widely in governing provisions and with respect to fee formulas. By the time of the October 8-9, 1981, meeting, it is anticipated that further negotiations will have resulted in a proposed agreement with each of the four firms. Proposed agreements will be available at the Board meeting.

LAND AND INVESTMENT COMMITTEE

SUPPLEMENTAL MATERIAL

October 8-9, 1981

	<u>Page</u> <u>L&amp;I</u>
I. <u>Permanent University Fund</u>	
A. Investment Matters	
2. Proposed Employment Agreement with Investment Counselors	Below

---

Documentation

- I. Permanent University Fund
- A. Investment Matters
2. Proposed Employment Agreement with Investment Counselors. --  
The four investment firms, Bernstein-Macaulay, Inc., Alliance Capital Management Corporation, Capital Guardian Trust Company and Fayez Sarofim & Co., have agreed to a standard investment counseling agreement, and a copy is set forth on Pages L&I 6b - 6o.

## INVESTMENT COUNSELING AGREEMENT

This is an agreement for the furnishing of investment advisory and counseling services by Bernstein-Macaulay, Inc. ("Counselor"), to the Board of Regents of The University of Texas System ("Board").

1. Appointment as Investment Counselor. Board appoints Counselor to act as investment advisor and counselor as to certain assets which are enumerated on Exhibits "A" ("Fund I") and "B" ("Fund II") of this agreement, as well as all proceeds therefrom, earnings thereon, and such other assets as may be acquired with the proceeds or trading thereof. Counselor shall invest and reinvest such assets in such ways and at such times as are believed to be in Board's best interests. Except as otherwise provided herein, Counselor shall treat such Funds as a discretionary account and shall have authority to act for Board for the purpose of placing orders to effect any purchase, sale, exchange, liquidation, or other investment of the assets in the Funds.

2. Reports. Counselor shall furnish the Board with monthly appraisals of both Funds valued as of the last business day of the month, together with performance tabulations, summaries of purchases and sales, and such other reports as may be reasonably requested by Board from time to time. In addition, Counselor shall report all transactions, with respect to the Funds, to Board as soon as possible following their executions.

3. Additional Services. Counselor shall, on invitation, attend meetings of Board, or its designees, to discuss transactions in the Funds and discuss immediate investment outlook, or shall submit its reports and views in writing, as Board may suggest from time to time.

4. Execution of Orders. Unless otherwise specified in writing by Board to Counselor, all orders for transactions involving securities of the Funds shall be placed in such markets

and through such brokers as shall offer the most favorable execution of each order, in Counselor's best judgment.

5. Counselor as Fiduciary; Risks. Counselor acknowledges that it will be acting as a fiduciary with respect to the Funds and that it will exercise its investment authority in accordance with generally accepted fiduciary standards, including the "prudent man" rule. Board recognizes that there are certain risks involved in securities investing, and Counselor shall not be liable for any losses incurred in the Funds, in the absence of violation of fiduciary duties.

6. Custody of Assets. Nothing contained herein shall be deemed to authorize the Counselor to take or receive physical possession of any of the assets for the Accounts, it being intended that sole responsibility for safekeeping thereof (in such investments as the Counselor may direct) and the consummation of all purchases, sales, deliveries, and investments made pursuant to the Counselor's direction shall rest upon the Board of Regents or its designated custodian.

7. Compensation. For services hereunder, Counselor shall be compensated according to the following schedule:

.50 of 1% on the first \$10,000,000.00  
of assets

.30 of 1% on the next \$20,000,000.00  
of assets

.20 of 1% on the next \$70,000,000.00  
of assets

.10 of 1% on assets over \$100,000,000.00.

For fee calculation purposes, values of equity securities and of fixed income securities shall be combined.

Fees shall be calculated as of the last business day of each month. Statements will be presented at the end of each calendar quarter for that quarter.

8. Valuation. For the purposes of the fee calculation and valuation of the Funds on reports, the market value of the

securities in the Funds shall be determined as of the close of business on the last business day of each calendar month as follows:

a. listed securities shall be valued at the closing "composite price" as listed in the valuation date's edition of "The Wall Street Journal", or if no sale, at the last reported trade price on a national securities exchange;

b. unlisted securities shall be valued at readily available market quotations which may be the "composite price" and shares or units held of any collective, commingled, or common trust fund shall be valued at the unit market value of the Funds coinciding with or next preceding the valuation day; and

c. fixed income securities shall be valued at the last sale price on that day, or if no sale, at the last reported bid price on a national securities exchange, or the last reported over-the-counter bid price, or at a price obtained from a recognized bond pricing service.

9. Restrictions as to Investments. Fund I comprises assets constituting a part of the Permanent University Fund. There are certain Constitutional restrictions as well as restrictions imposed by Board's Rules and Regulations upon the investment of the Permanent University Fund. These restrictions are set out in Exhibits "C" and "D" attached hereto. Before placing any order for the purchase or sale of securities forming a part of Fund I, Counselor shall make inquiry of Board whether or not such contemplated purchase or sale, when combined with other current holdings of or transactions in the Permanent University Fund, would violate any such limitations. If not, Counselor may proceed to place such order. Although there are no Constitutional restrictions upon the investment of assets in Fund II, Board has imposed some restrictions thereon as set out in Exhibit "D". Board may, from time to time, impose other restrictions and limitations upon the investment of assets in both Fund I and Fund

II, either by its Rules and Regulations or by communication directly with Counselor. However, no such restrictions and limitations shall be binding upon Counselor until written notice thereof has been sent to Counselor in the manner prescribed in Paragraph 11 of this agreement.

10. Term of Agreement; Amendments. Board and Counselor shall each indicate opposite their respective signatures below the date upon which each executes this agreement, and the latest such date shall be deemed the effective date hereof. Board may terminate this agreement at any time by written notice to Counselor, effective immediately upon communication. Counselor may terminate this agreement upon thirty (30) days' written notice to Board. There shall be no penalty for termination, and the fee for the final period shall be adjusted proportionately.

No amendment hereto shall be effective unless executed in the same manner as this agreement.

11. Notices. All notices or communications hereunder shall be in writing and shall not be effective until hand delivered and receipted to the other party or sent by United States Certified or Registered Mail, postage prepaid, to the addressed party. The following are the designated addresses for such notices or communications and may only be changed by communication in the manner required by this paragraph:

For Board:  
Board of Regents of The University  
of Texas System  
c/o Office of Investments and Trusts  
210 West Sixth Street  
Austin, Texas 78701

For Counselor:  
Bernstein-Macaulay, Inc.  
505 Park Avenue  
New York, New York 10022

12. Non-Assignability. This agreement may only be assigned by Counselor after having obtained the prior written consent of Board.

13. Governing Law. This agreement and all matters arising under it shall be governed by the laws of the State of Texas.

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

BOARD OF REGENTS OF THE  
UNIVERSITY OF TEXAS SYSTEM

By: \_\_\_\_\_  
JAMES L. POWELL, Chairman

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

BERNSTEIN-MACAULAY, INC.

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

EXHIBIT "A" (list assets)

L & I - 6g



EXHIBIT "B" (list assets)

L & I - 6h

Texas Constitution, Article VII, Section 11

Permanent university fund; investment;  
alternate sections of railroad grant

In order to enable the Legislature to perform the duties set forth in the foregoing Section, it is hereby declared all lands and other property heretofore set apart and appropriated for the establishment and maintenance of the University of Texas, together with all the proceeds of sales of the same, heretofore made or hereafter to be made, and all grants, donations and appropriations that may hereafter be made by the State of Texas, or from any other source, except donations limited to specific purposes, shall constitute and become a Permanent University Fund. And the same as realized and received into the Treasury of the State (together with such sums belonging to the Fund, as may now be in the Treasury), shall be invested in bonds of the United States, the State of Texas, or counties of said State, or in School Bonds of municipalities, or in bonds of any city of this State, or in bonds issued under and by virtue of the Federal Farm Loan Act approved by the President of the United States, July 17, 1916, and amendments thereto; and the interest accruing thereon shall be subject to appropriation by the Legislature to accomplish the purpose declared in the foregoing Section; provided, that the one-tenth of the alternate Section of the lands granted to railroads, reserved by the State, which were set apart and appropriated to the establishment of the University of Texas, by an Act of the Legislature of February 11, 1858, entitled, "An Act to establish the University of Texas," shall not be included in, or constitute a part of, the Permanent University Fund.

Texas Constitution, Article VII, Section 11a

Investment of Permanent University Fund

In addition to the bonds enumerated in Section 11 of Article VII of the Constitution of the State of Texas, the Board of Regents of The University of Texas may invest the Permanent University Fund in securities, bonds or other obligations issued, insured, or guaranteed in any manner by the United States Government, or any of its agencies, and in such bonds, debentures, or obligations, and preferred and common stocks issued by corporations, associations, or other institutions as the Board of Regents of The University of Texas System may deem to be proper investments for said funds; provided, however, that not more than one per cent (1%) of said fund shall be invested in the securities of any one (1) corporation, nor shall more than five per cent (5%) of the voting stock of any one (1) corporation be owned; provided, further, that stocks eligible for purchase shall be restricted to stocks of companies incorporated within the United States which have paid dividends for five (5) consecutive years or longer immediately prior to the date of purchase and which, except for bank stocks and insurance stocks, are listed upon an exchange registered with the Securities and Exchange Commission or its successors.

In making each and all of such investments said Board of Regents shall exercise the judgment and care under the circumstances then prevailing which men of ordinary prudence, discretion, and intelligence exercise in the management of their own affairs, not in regard to speculation but in regard to the permanent disposition of their funds, considering the probable income therefrom as well as the probable safety of their capital.

The interest, dividends, and other income accruing from the investments of the Permanent University Fund, except the portion thereof which is appropriated by the operation of Section 18 of Article VII for the payment of principal and interest on bonds or

notes issued thereunder, shall be subject to appropriation by the Legislature to accomplish the purposes declared in Section 10 of Article VII of this Constitution.

This amendment shall be self-enacting, and shall become effective upon its adoption, provided, however, that the Legislature shall provide by law for full disclosure of all details concerning the investments in corporate stocks and bonds and other investments authorized herein.

CHAPTER IX

MATTERS RELATING TO INVESTMENTS, TRUSTS, AND LANDS

Sec. 1. Authorizations re Sales, Assignments, Conveyances, Receipt of Property, and Proxies.

- 1.1 Authority to Purchase, Exchange, and Sell Securities for and on Behalf of the Permanent University Fund of The University of Texas System (hereinafter sometimes referred to as "PUF") and the Board.--The Chancellor, or his delegate, the Vice Chancellor for Business Affairs, and the Executive Director for Investments and Trusts are authorized to purchase, exchange, and sell any and all securities for and on behalf of the PUF or the Board, and to execute any and all documents necessary to the consummation of any purchases or exchanges. In addition, Investment Counselors appointed by the Board of Regents may purchase, sell, or exchange securities from funds designated from the PUF and the Common Trust Fund in accordance with such Counselors' contracts.
- 1.2 Authority to Assign and Transfer Securities Owned by the PUF and the Board.--The Chancellor, the Vice Chancellor for Business Affairs, the Executive Director for Investments and Trusts, the Comptroller and Associate Comptroller, and the Trust Officer may each assign and transfer any and all securities of any description whatever and execute any and all documents necessary to the consummation of any sale, assignment, or transfer of any securities registered in the name of the PUF or the Board, or in any other form of registration of such securities held for the account of the PUF or the Board in whatever manner, including all fiduciary capacities and including those registered in the names of trusts or foundations managed and controlled by said Board.
- 1.3 Authority to Execute Instruments Relating to Land and Mineral Interests.--The Chairman of the Board, the Vice-Chairman, the Chancellor, the Vice Chancellor for Business Affairs, and the Vice Chancellor for Lands Management are each authorized to execute conveyances, deeds, surface and/or mineral leases, easements, rights-of-way, oil and gas division orders, and transfer orders, geophysical and material source permits, water contracts, pooling and unitization agreements, and any other instruments as may be necessary or appropriate from time to time, relating to the handling, management, control, and disposition of any real estate or mineral interest held or controlled by the Board as a part of the PUF or as a part of any trust or special fund.
- 1.4 Authority to Receive and Collect Money and/or Property.--The Chancellor, the Vice Chancellor for Business Affairs, and the Executive Director for Investments and Trusts are each authorized and empowered to ask, demand, collect, recover, and receive any and all sums of money, debts, dues, rights, property, effects, or demands, whatever, due, payable, or belonging, or that may become due, payable, or belonging to any of the above funds from investment transactions, from any person or persons, whatever, and to execute any and all necessary or proper receipts, releases, and discharges therefor.

- 1.5 Authority to Execute Proxies.--The Chancellor, or his delegate, the Vice Chancellor for Business Affairs the Executive Director for Investments and Trusts, the Investment Officer, and the Director of Stock Research are each authorized to execute proxies within the approved investment policies.
- 1.6 Authority to Purchase, Sell, and Transfer Book-Entry United States Government and Government Agency Securities.--The Chancellor, or his delegate, the Vice Chancellor for Business Affairs, the Executive Director for Investments and Trusts, or the Investment Officer of The University of Texas System may direct a member bank of the Federal Reserve System to purchase, sell, or transfer any United States Government or Government Agency securities in book-entry form for the Permanent University Fund of The University of Texas System and for the Board of Regents of The University of Texas System.

Sec. 2. Investment Policy for PUF.

- 2.1 Investments Authorized for Purchase.
  - 2.11 Bonds of the United States, the State of Texas or counties, cities, or school districts of the State of Texas or in bonds issued under and by virtue of the Federal Farm Loan Act approved by the President of the United States, July 17, 1916, and amendments thereto.
  - 2.12 Bonds or other obligations issued, insured, or guaranteed in any manner by the United States Government or any of its agencies.
  - 2.13 Bonds, debentures, or obligations and preferred and common stocks issued by corporations, associations, or other institutions.
  - 2.14 Convertible securities, of all kinds, issued by corporations whose common stock is eligible for purchase by the Permanent University Fund.
- 2.2 Standards as to Quality.
  - 2.21 Corporate Stocks:
    - 2.211 Stocks eligible for purchase shall be restricted to stocks of companies incorporated within the United States which have paid dividends for five (5) consecutive years or longer immediately prior to the date of purchase.
    - 2.212 Except for bank and insurance shares, stock must be listed upon an exchange registered with the Securities and Exchange Commission, or its successors.
    - 2.213 Common stocks are eligible for purchase if they are rated "B" or higher by Standard and Poor's Corporation. Stocks not rated by Standard and Poor's may be purchased if, in the opinion of the Investment Counselor or Investment Staff, they are of comparable quality to stocks rated "B" or higher by Standard and Poor's.
  - 2.22 Corporate Obligations and Preferred Stocks: Corporate Bonds and Preferred Stocks must be "Baa" or higher as rated by Moody's Investors Service, Inc. or "BBB" by Standard and Poor's Corporation. Bonds or preferred stocks offered by private placement and not rated may be purchased if, in the opinion of the University's Investment Staff or Investment Counselor, they

are of at least equal quality to publicly offered bonds and preferred stock eligible for purchase. Commercial Paper must be rated in the two highest quality classes by Moody's Investors Service, Inc. or Standard and Poor's Corporation to be eligible for purchase.

2.3 Diversification

2.31 Not more than 5% of the voting stock of any one (1) corporation shall be owned at any given time by the PUF.

2.32 Not more than 1% of the book value of the PUF shall be invested at any given time in securities issued by any one (1) corporation.

2.4 Standard of Care.

2.41 Prudent Man Rule: In making or retaining each and all investments for the PUF and in the management, purchase, and sale of such investments from time to time, there shall be exercised the judgment and care under the circumstances then prevailing that men of ordinary prudence, discretion, and intelligence exercise in the management of their own affairs, not in regard to speculation, but in regard to the permanent disposition of their funds, considering the probable income therefrom as well as the probable safety of their capital.

2.5 Policies with Respect to Stock Rights, Fractional Shares, and Proxies.

2.51 Exercise of or sale of stock rights is to be made at the discretion of the Chancellor, the Vice Chancellor for Business Affairs, or the Executive Director for Investments and Trusts. Stock rights which arise in connection with funds under control of an investment counselor shall be handled by that counselor in its discretion.

2.52 As a general rule, fractional shares received from stock dividends, etc., are to be sold. In each instance, the decision to round out fractional shares or to sell will be made by the Chancellor, the Vice Chancellor for Business Affairs, or the Executive Director for Investments and Trusts. Fractional shares which arise in connection with funds under control of an investment counselor shall be handled by that counselor in its discretion.

2.53 As a general rule, voting stocks held are to be voted by returning proxies to present management. When the Executive Director for Investments and Trusts determines that a vote with management would not be in the shareholder's best financial interest, or when a proposal under consideration is of a social nature, the matter will be referred to the Chancellor or, in his absence, to the Chairman of the Land and Investment Committee.

2.6 Exchange of Bonds. The Chancellor, the Vice Chancellor for Business Affairs, or the Executive Director for Investments and Trusts is authorized to exchange bonds owned, from time to time, on a par for par basis (with such cash adjustments as may be required) for other eligible bonds or obligations. In any such exchange the cost of the bonds exchanged out (plus or minus the cash adjustments involved) shall be carried forward as the cost of the bonds or

obligations acquired, even though the sale and purchase may be effected through different brokers. Such sales and purchases may be considered as exchanges provided there has been an improvement in book yield.

- 2.7 Advice of Investment Advisory Committee. The Chancellor, the Vice Chancellor for Business Affairs, or the Executive Director for Investments and Trusts shall seek the advice and counsel of the Investment Advisory Committee at its regular quarterly meetings on all of the major matters involving the PUF.
- 2.8 Reports of Purchases, Sales, and Exchanges of Investments. All purchases, sales, and exchanges of investments shall be reported for ratification by the Board through the Regents' Land and Investment Committee.
- 2.9 U. S. Government Insured Mortgages F.H.A., V.A., or Any Other Mortgage Loans Fully Guaranteed by the United States Government or Any Agency Thereof.
  - 2.91 Minimum standards set up by F.H.A or V.A. shall be adhered to, and adequate Title and Hazard insurance policies must be carried by borrower. The policy of hazard insurance must be issued by an underwriter rated "A" or better by the then current issue of "Best's Insurance Reports: Property Casualty."
  - 2.92 Implementation of Mortgage Loan Program: the Chancellor, the Vice Chancellor for Business Affairs, or the Executive Director for Investments and Trusts are each authorized to purchase insured mortgage loans and to execute such documents necessary in conducting a mortgage loan program, including the execution of assignments of any notes and liens when appropriate to do so.
  - 2.93 The Chancellor, the Vice Chancellor for Business Affairs, or the Executive Director for Investments and Trusts are each authorized to take any and all steps as may be considered necessary or advisable to protect the interest of the PUF in event of default occurring with respect to any guaranteed loans, including the power to acquire title on behalf of the Board to the property securing any such note and to execute on behalf of the Board the necessary deed conveying the properties to the U. S. Government or department or agency thereof.
  - 2.94 Minimum Standards for Seller-servicers from which FHA or V.A. Loans are Purchased:
    - 2.941 The Seller-servicer must be an approved FHA or V.A. mortgagee and must have satisfactory credit rating and an unimpaired capital and surplus of at least \$1,000,000.
    - 2.942 It must have been actively engaged for at least five years in the mortgage loan business, and except for commercial bank, the mortgage loan business must be its principal business and must have a capable and experienced organization, together with the necessary equipment to furnish timely accounting on a block basis.
    - 2.943 It must be servicing at least \$100,000,000 of loans, and its clients (other than Federal National Mortgage Association) must

include at least three institutional investors and must have a capability of producing not less than \$10,000,000 per year in FHA or V.A. loans.

2.944 It must carry a Mortgage Bankers Blanket Bond in an amount not less than \$500,000.

Sec. 3 Investment Policy for Trust and Special Funds.

3.1 Investments Authorized for Purchase.--Unless otherwise limited by the terms of the instrument by which the fund was created, trust and special funds under the control of the Board shall be invested and reinvested in such securities and investments as are permitted by the Texas Trust Act as legal investments for funds held by trustees.

3.2 The provisions of Sections 2.6, 2.7, 2.8, and 2.9, with respect to the investment and management of the PUF, shall likewise apply to trust and special funds.

Sec. 4. Investment Policy for Common Trust Fund.--The policies for the investment and management of funds for the System Common Trust Fund shall be the same as those outlined in Section 3 with respect to trust and special funds.

Sec. 5. Staff Investment Committee.

5.1 Membership.--The Staff Investment Committee shall consist of the Vice Chancellor for Business Affairs, the Executive Director for Investments and Trusts, the Investment Officer, and such other members as may be designated from time to time by the Chancellor or the Vice Chancellor for Business Affairs.

5.2 Duties.--The Staff Investment Committee shall cooperate and advise the Chancellor on matters relating to the management of investments.

Sec. 6. Investment Advisory Committee.--The Investment Advisory Committee is and has been established in order to assist and advise the Chancellor, the Vice Chancellor for Business Affairs, and the Executive Director of Investments and Trusts with respect to matters relating to the management of investments for which said Executive Director is responsible. The following rules shall apply to such Committee:

6.1 Membership.--Five members of the Committee shall be selected because of their particular qualifications and experience in the field of investments, including experience in bond and corporate stock investments.

6.2 Selection Procedure.--Appointments to such Committee shall be made by the Board after recommendation by the Chancellor.

6.3 Term of Office.--Each member shall serve a five year term on a rotating basis, with the term of one member expiring each August 31.

6.4 Meetings.--Meetings shall be held quarterly and at such other dates as may be considered advisable by the Chancellor.

Sec. 7. Investment Transactions.--Sales, purchases, and exchanges shall be effected through investment dealers or brokers in accordance with normal investment practices.



B. LAND MATTERS

1. Easements and Surface Leases Nos. 5468-5502, Material Source Permits Nos. 612-613, Assignment of Leases Nos. 3918, 5143 and 3893 and Assignment of Grazing Lease No. 1146 and Flexible Grazing Lease No. 77.--It is recommended by the Office of the Chancellor that the following applications for easements and surface leases, material source permits, assignment of leases, assignment of grazing lease and assignment of flexible grazing lease be approved. All have been approved as to content by the appropriate officials. Payment for each has been received unless otherwise indicated, and each document is on the University's standard form when applicable and is at the standard rate effective August 1, 1979, (adopted June 1, 1979) for instruments effective prior to 9-1-81. Instruments effective 9-1-81 and thereafter are at the standard rate effective September 1, 1981, (adopted August 14, 1981), unless otherwise indicated.

a. Easements and Surface Leases Nos. 5468-5502

L & I - 7

No.	Company	Type of Permit	County	Location (Block #)	Distance or Area	Period	Consideration
5468	Texas Oil & Gas Corporation	Surface Lease Salt Water Disposal	Pecos	20	1.00 Acre	8/14/81 8/13/82	\$1,500.00*
5469	Gulf Oil Corporation	Pipe Line Water Line	Crane	30 & 31	1889.03 rods of 14.18"	8/1/81 7/31/91	\$15,112.24
5470	El Paso Natural Gas Company	Pipe Line Gas Line	Crockett	29	58.969 rods of 4½"	7/1/81 6/30/91	\$206.39
5471	El Paso Natural Gas Company	Pipe Line Gas Line	Crockett	29	119.152 rods of 4½"	7/1/81 6/30/91	\$417.03
5472	Cap Rock Electric Cooperative, Inc.	Power Line Distribution	Reagan	58	568.48 rods of single rod	7/1/81 6/30/91	\$852.72
5473	El Paso Natural Gas Company	Pipe Line Gas Line	Crockett	29	15.64 rods of 4½"	6/1/81 5/31/91	\$200.00
5474	Robison Backhoe and Vacuum Truck Service	Surface Lease Office and truck yard site	Ward	16	200' x 240'	8/1/81 7/31/82	\$850.00**

\*Renewable from year to year, not to exceed a total of five (5) years. Negotiated by the Manager of University Lands, Oil, Gas & Mineral Interests

\*\*Renewable from year to year, not to exceed a total of ten (10) years. Negotiated by the Manager of University Lands, Surface Interests

No.	Company	Type of Permit	County	Location (Block #)	Distance or Area	Period	Consideration
5475	Producer's Gas Company	Pipe Line Gas Line	Crockett	33	434.06 rods of 6-5/8"	8/1/81 7/31/91	\$1,519.21
5476	Producer's Gas Company	Pipe Line Gas Line	Crockett	32	352.97 rods of 6-5/8" 152.55 rods of 3½"	8/1/81 7/31/91	\$1,769.32
5477	CRA, Inc.	Pipe Line Gas Line	Scheicher	52, 53, 54	1821.88 rods of 4.5"	8/1/81 7/31/91	\$6,376.58
5478	Gulf Oil Corporation	Surface Lease State Dune Injection Station	Crane	30	150' x 150'	8/1/81 7/31/91	\$2,000.00 (Full)
5479	Gulf Oil Corporation	Surface Lease Booster Station	Crane	31	150' x 150'	8/1/81 7/31/91	\$2,000.00 (Full)
5480	CRA, Inc.	Surface Lease Compressor Station	Schleicher	54	1.00 acre	8/1/81 7/31/91	\$4,000.00 (Full)
5481	Phillips Petroleum Company	Surface Lease Booster Station	Andrews	9	1.00 acre	8/1/81 7/31/91	\$2,000.00 (Full)
5482	El Paso Natural Gas Company (Renewal of 3238)	Pipe Line Gas Line	Andrews	1, 9	527.769 rods of 4½"	8/1/81 7/31/91	\$1,583.31
5483	Phillips Petroleum Company (Renewal of 3266)	Pipe Line Gas Line	Andrews Ector	13 35	587.3 rods of 2 3/8" 45.9 rods of 4½" 93.7 rods of 6-5/8"	8/1/81 7/31/91	\$2,180.70

No.	Company	Type of Permit	County	Location (Block #)	Distance or Area	Period	Consideration
5484	El Paso Natural Gas Company (Renewal of 3318)	Pipe Line Gas Line	Andrews	1	6.42 rods of 4½"	8/1/81 7/31/91	\$200.00 (Minimum)
5485	Oasis Pipe Line Company (Renewal of 3310)	Pipe Line Gas Line	Pecos Crockett	18, 19, 21 23, 24 29, 30, 31	11,914.2 rods of 36"	9/1/81 8/31/91	\$77,442.30
5486	Amoco Production Company, USA (Renewal of 3300)	Pipe Line Gas Line	Andrews	11	418.40 rods of 18-24"	9/1/81 8/31/91	\$2,301.20
5487	Amoco Production Company, USA (Renewal of 3301)	Pipe Line Gas Line	Andrews	13	221.9 rods of 6-5/8"	9/1/81 8/31/91	\$887.60
5488	El Paso Natural Gas Company (Renewal of 3255)	Pipe Line Gas Line	Crane	30	1,404.12 rods of 12-3/4"	9/1/81 8/31/91	\$7,722.66
5489	Mobil Producing Texas & New Mexico, Inc.	Pipe Line Gas Line	Ward	17	1,566.00 rods of 3"	7/1/81 6/30/91	\$5,481.00
5490	Exxon Corporation	Pipe Line Salt Water Line	Andrews	4	762.67 rods of 2"	7/1/81 6/30/91	\$2,669.35
5491	Wesco Pipe Line Company	Pipe Line Oil Line	Ward	18	1,667.93 rods of 4"	8/1/81 7/31/91	\$5,837.76
5492	Texas Oil & Gas Corporation	Pipe Line Water Line	Pecos	20	133.33 rods of 3½"	8/1/81 7/31/91	\$466.67
5493	Phillips Petroleum Company	Pipe Line Gas Line	Reagan	2	640.55 rods of 6-5/8"	8/1/81 7/31/91	\$2,241.93
5494	Texas Electric Service Company (Renewal of 3315 and 3316)	Power Line Distribution	Andrews	11, 13, 14, 10, 9	1,711.03 rods Single Pole	10/1/81 9/30/91	\$2,138.79

No.	Company	Type of Permit	County	Location (Block #)	Distance or Area	Period	Consideration
5495	Texas Electric Service Company (Renewal of 3312 & 3320)	Power Line Distribution	Crane Ector	30, 31, 35 35	374.61 rods Single Pole	10/1/81 9/30/91	\$468.26
5496	Mobil Producing Texas & New Mexico, Inc.	Pipe Line Gas Line	Ward	16 & 17	2,588.00 rods of 6-5/8"	9/1/81 8/31/91	\$11,646.00
5497	Southwest Texas Electric Cooperative, Inc.	Power Line Distribution	Reagan Crockett	49 44	282.666 rods Single Pole	7/1/81 6/30/91	\$424.00
5498	Southwest Texas Electric Cooperative, Inc.	Power Line Distribution	Reagan Crockett	49 50	276.424 rods Single Pole	6/1/81 5/31/91	\$414.64
5499	Southwest Texas Electric Cooperative, Inc.	Power Line Distribution	Crockett	47	351.939 rods Single Pole	5/1/81 4/30/91	\$527.91
5500	Southwest Texas Electric Cooperative, Inc.	Power Line Distribution	Crockett	51	498.484 rods Single Pole	8/1/81 7/31/91	\$747.73
5501	Southwest Texas Electric Cooperative, Inc.	Power Line Distribution	Reagan Crockett	48 & 49 47	766.545 rods Single Pole	8/1/81 7/31/91	\$1,149.82
5502	Wayne Abbott	Surface Lease Residential Site	Andrews	13	2.00 acres	7/1/81 6/30/82	\$200.00*

\*Renewable from year to year, not to exceed a total of ten (10) years. Negotiated by the Manager of University Lands, Oil, Gas and Mineral Interests.

b. Material Source Permit Nos. 612-613

No.	Grantee	County	Location	Quantity	Consideration
612	Humble Pipeline Constrs., Inc.	Reagan	Blk. 11	450 cu. yds. of caliche	\$225.00
613	State Department of Highways & Public Trans- portation	Crockett	Blk. 56	1,065 cu. yds. of crushed base	\$1,065.00

c. Assignment of Lease Nos. 3918, 5143, and 3893

No.	Assignor	Assignee	Type of Permit	County	Consideration
3918	Charles DeFoyd dba DeFoyd Welding Service	Joan Low	Surface Lease Industrial	Ward	\$200.00
5143	Christian Radio	Betracon, Inc.	Surface Lease Radio & Tower Site	Crane	\$300.00
3893	Viola Maude Taylor	Homer D. Nelson	Surface Lease Residential Site	Ward	\$300.00

d. Assignment of Grazing Lease No. 1146 and Flexible Grazing Lease No. 77

No.	Assignor	Assignee	Type of Permit	County	Consideration
1146	W. H. Bagley and T. L. Taylor	Paul R. Casas	Grazing, Hunting and Farming Lease	Pecos	\$200.00
77	James R. Childress, Jr. Jeffrey K. Sutton Carmen Childress Sutton	Hal S. Dean Hal S. Dean, Jr.	Grazing Lease	Terrell	\$35,350.00

✓ 2. Recommendation to Accept Proposal for Consulting Services to Assess the Economic Feasibility of Vineyard/Winery Development on University Lands in West Texas, and Appropriation Therefor. --

RECOMMENDATION

The Office of the Chancellor concurs in the recommendation of Mr. Billy Carr, Manager of University Lands - Surface Interests, that the Board of Regents:

- a. Accept the proposal of Booz, Allen and Hamilton, Inc., Management Consultants, to assess the economic feasibility of Vineyard/Winery development. Based on evaluation of proposals received, this proposal is judged to be the most responsive to U.T. System needs.
- b. Appropriate \$160,000 for payment of services under this proposal from the 1981-82 budgeted amount for Conservation and Land Utilization Projects for West Texas Lands.

BACKGROUND INFORMATION

As previously reported to the Board of Regents at its meeting on August 13-14, 1981, proposals were requested by the Manager of University Lands - Surface Interests to be received by July 31, 1981. Proposals received were then evaluated and the above recommendations are based on these evaluations.

The Request for Proposals stated that proposals should include:

Texas and national market potential  
Marketing strategy--varieties, pricing, distribution  
Cost estimation--vineyards and infrastructure, wineries  
Operating Strategy  
    Lease or operate vineyard?  
    Sell to or operate wineries?  
Implementation--size and timing of vineyard and winery  
    developments  
Potential returns  
Sociological/political costs and benefits  
    Taxes  
    Jobs  
Wine legislation  
Implications of tax exempt status

The Specifications furnished interested parties further advised that the consulting project was to be divided into two phases; Phase I, to be completed and report provided in approximately six weeks after acceptance of proposal, is an economic feasibility study defining, describing and/or estimating potential vineyard costs, vineyard returns, winery costs, winery returns, required scale of **commercial operations, and market potential.** Phase II, to be completed and report provided in approximately six weeks after completion of Phase I, is a management feasibility study to describe various strategies for vineyard/winery development operations and the economic, political, sociological cost/benefits from such development.

Proposals were received from Price Waterhouse & Company; Booz, Allen and Hamilton, Inc.; and Touche Ross and Company. The Price Waterhouse and Company proposal covered only Phase I, however, and thus not deemed responsive to the Request for Proposals and Specifications.

The Request for Proposals advised that proposals would be evaluated on the following basis:

- (1) Experience and qualifications of consultant
- (2) Description of consultants understanding of an approach to the project
- (3) Managerial and technical capability
- (4) Cost factors

A summary of the evaluation of all three proposals, based on the above, is set forth on Pages L & I 14-18.

EXPERIENCE AND QUALIFICATIONS

PRICE WATERHOUSE & COMPANY

BOOZ, ALLEN AND HAMILTON, INC.

TOUCHE ROSS & COMPANY

1. world leader in accounting profession (accounting, auditing, taxation)
2. management advisory service is relatively new but rapidly growing
3. excellent involvement in wine industry including wine industry specialist committee
4. strong computer simulation program for wineries
5. members of Wine Institute, also
6. California Association of Wine Grape Growers
7. have provided consultation for a wide range of wineries ranging from some of the largest to some of the smallest

1. one of world's leading management and consulting firms
2. according to qualification statement, about 75% of business is repeat business
3. extremely wide diversified range of services- (more so than the other 2 companies) with strong emphasis on strategy formulation and planning
4. heavy emphasis in marketing
5. have dealt with vineyards and wineries that are leaders in industry
6. extensive experience with related industries, brewers, and distillers
7. extensive involvement in agri-business in all phases
8. considerable experience in analyzing new ventures

1. have experience in wine industry
2. have experience in agri-business
3. strong governmental experience, especially working with Texas government agencies
4. one of the larger accounting and management consulting firms in America

1. wine industry contact is mainly in field of accounting and taxation with much less contact in area of management
2. possibly too much emphasis on computer modeling

1. not as diverse range of wineries and vineyard affiliations as Price Waterhouse

1. company does not do much business with wineries and vineyards in particular
2. agri-business consulting is comparatively limited

PROS

I  
&  
I  
-  
14

CONS



UNDERSTANDING OF AN APPROACH TO THE PROJECT

PRICE WATERHOUSE & COMPANY

BOOZ, ALLEN AND HAMILTON, INC.

TOUCHE ROSS & COMPANY

1. examine operation and find ways to reduce costs
2. plan to look at winery management alternatives
3. heavy approach on computer simulation
4. examine other new wine industry states for ideas and problems in starting new industry

1. very good understanding of overall objective
2. major emphasis on management and long range planning relating to economic feasibility
3. good understanding of role University must play in development of grape and wine industry on University Lands
4. only company to discuss a master plan for development through 1990

1. very good understanding of the necessity to define criteria by which the feasibility should be measured
2. good understanding of what role the University can play in vineyard and winery development
3. shows understanding of unique problems University of Texas has in accomplishing this project
4. has a detailed work plan that emphasizes close contact between their office and University personnel

1. chose not to address Phase II which is management feasibility study until they know what University wants to do on economic feasibility study
2. proposal offers very little except computer simulation
3. proposal does not indicate clear grasp of overall objective of project

1. provided overall plan although limited information was provided on planned procedures for implementation

1. emphasis is on accounting rather than management

L & I - 15

PROS

CONS

MANAGERIAL AND TECHNICAL CAPABILITY

PRICE WATERHOUSE & COMPANY

BOOZ, ALLEN AND HAMILTON, INC.

TOUCHE ROSS & COMPANY

1. wine industry consultant L.A. Gomberg is one of the most knowledgeable men in industry as to winery information and statistics
2. consultant Dhiren Rao has done feasibility studies on vineyards
3. other consultants bring strong background in accounting and data processing

1. Sr. Vice President & Manager Carl L. Blonkvist brings wide range of management experience to job
2. Sr. Associate John Kurfess, Jr., working with University personnel brings strong market background and agri-business experience
3. consultant M.R. Pierce has wine and agri-business marketing and investment potential experience
4. G.F. Coope has training and experience in operation of vineyard and wineries
5. project manager Kurfess has a real grasp of our goals and objectives and intellectual potential to carry out our project

1. project partner R.N. Campbell primary job responsibility is in field of State and local government
2. extensive work in all segments of Texas State government
3. primary emphasis of P.F. Steinhoff, project manager, has been in financial planning and forecasting
4. R.N. McCombs has planned and developed 350 acre vineyard from conception, as well as agri-business feasibility studies
5. C.F. Stamm has extensive experience in wine inventory and management

1. consultant L.A. Gomberg has limited vineyard experience and limited management background
2. project manager dealing most directly with us does not have apparent background or grasp of situation to deal sufficiently with problems

1. no nationally known consultants of enology and viticulture are mentioned in proposal

1. overall major management skills not indicated in proposal

PROS

L & I - 16

CONS

COST FACTORS

PRICE WATERHOUSE & COMPANY

1. Phase I - estimated to be in range of \$44,000 to \$48,000 plus expenses - out-of-pocket expenses can only be estimated and they have made no estimate.

No quotation for Phase II

Total - Unknown

BOOZ, ALLEN AND HAMILTON, INC.

1. Phase I - estimated at \$50-\$55,000. Price seems to reflect management emphasis on the use of economic feasibility information.

Phase II - estimated at \$95-\$105,000. Price seems to reflect strong management strategy formulation and long range planning orientation of the proposal

Total \$145,000-\$160,000  
(not to exceed higher figure)

TOUCHE ROSS & COMPANY

1. Phase I - \$79,000 is highest of bidding firms reflecting the strong financial analysis orientation of their proposal.

Phase II - \$69,000 is the lower of the two bids and reflects the continued strong use of information gained in Phase I

Total \$148,000

SUMMARY

PRICE WATERHOUSE & COMPANY

Price Waterhouse is an extremely well known company in the accounting and taxation professions and because of this, they seem to put their emphasis on Phase I.

Their weakest area seems to be in the management field, and they have made no proposals in this area. It would seem that they expect us to accept in good faith the later development of a proposal equal to or better than other bidding companies on Phase II. Their proposal thus has an open-ended price, and is not responsive to our requirements.

BOOZ, ALLEN AND HAMILTON, INC.

Booz, Allen and Hamilton, Inc. is one of the world's leading management consulting firms with a wide range of services and experiences critical to our development program. This has been demonstrated by the rapidity with which they grasped the nature and extent of our program. Major emphasis of company is management using accounting to make their decisions. Their proposal emphasizes strategy formulation and long-range planning. It appears this firm will provide more information useful to The University of Texas for the dollar spent, even though the total cost may be greater than the others.

TOUCHE ROSS & COMPANY

A major accounting and financial analysis firm which has done extensive work with the State of Texas and some wineries. The primary emphasis of their proposal is on economic feasibility and less on management. They propose to work very closely with University personnel to insure that they are answering the questions which we feel need to be answered.

References contacted indicated that all three proposers had reasonable fees for services rendered, and the prices quoted indicated that each quotation was competitive based on expected services to be provided.

## II. TRUST AND SPECIAL FUNDS

### A. GIFTS, BEQUESTS AND ESTATES

- ✓ 1. U.T. System: Recommendation to Accept Bequest and to Establish the Selden Leavell Endowed Scholarship.--

#### RECOMMENDATION

The Office of the Chancellor recommends the acceptance of a bequest of the residuary estate of Ruth H. Leavell, deceased, valued in excess of \$200,000 and establishment of the Selden Leavell Endowed Scholarship for the U.T. System. Terms of the will as they pertain to U.T. System under Article VI follow:

"I give devise and bequeath all the rest and residue of my estate ("Residuary Estate") to the Board of Regents of The University of Texas System to establish the Selden Leavell Endowed Scholarship for The University of Texas System in honor of my late husband who was a graduate of The University of Texas Law School. The recipients of these scholarships shall be chosen solely on the basis of proven academic achievement and financial need and shall be chosen by the Chancellor of The University of Texas System or whomever the Chancellor shall designate. Recipients of these scholarships shall be chosen from the students of The University of Texas System and shall not be limited to students of any specific school, college or department."

Mrs. Leavell died July 11, 1981. Application to probate the will has been submitted in Harris County, Texas, and the inventory of the estate is being prepared. A final report will be submitted to the U.T. Board of Regents upon completion of administration of the estate.

#### BACKGROUND INFORMATION

Mrs. Leavell of Houston, Texas, made provision in her will to provide scholarships in memory of her late husband, Mr. Selden Leavell, a U.T. Austin School of Law graduate. Mrs. Leavell received a B.A. degree from U.T. Austin in 1917.

- ✓ 2. U.T. Austin: Recommendation to Accept Gift and to Establish the Malcolm Abel Centennial Endowed Scholarship in the Department of Petroleum Engineering.--

#### RECOMMENDATION

The Office of the Chancellor concurs in President Flawn's recommendation to accept a \$10,000 gift from Mr. Malcolm Abel of Midland, Texas, and establish the Malcolm Abel Centennial Endowed Scholarship in the Department of Petroleum Engineering at U.T. Austin. The following requirements must be met by the recipient:

- a. The student must have a genuine need for financial assistance.
- b. The student must possess a high degree of perseverance.
- c. The student must be a believer in free enterprise.

- d. Grades are not to be a determining factor in awarding the scholarship, other than U.T. Austin minimum requirements.

#### BACKGROUND INFORMATION

Mr. Malcolm D. Abel, an independent oil producer in Midland, Texas, graduated from U.T. Austin in 1947 with a B.S. degree in Petroleum Engineering. He is a member of the U.T. Austin Engineering Foundation Advisory Council, The President's Associates and a life member of the Ex-Students' Association.

- ✓ 3. U. T. Austin: Recommendation to Establish the Dewitt C. Greer Professorship in Transportation Engineering in the College of Engineering and Eligibility for Matching Funds from The Centennial Teachers and Scholars Program. --

#### RECOMMENDATION

The Office of the Chancellor concurs with President Flawn's recommendation to establish the Dewitt C. Greer Professorship in Transportation Engineering in the College of Engineering at U.T. Austin. Funding from various donors in excess of \$50,000 is available in the Dewitt C. Greer Fund current restricted account and friends of Professor Greer expect to complete funding of this Professorship in the next few months. The Engineering Foundation will underwrite the \$100,000 commitment and will transfer the funds when the endowment is fully funded. The Engineering Foundation also agrees to underwrite the professorship holder's stipend of \$7,000 plus fringe benefits until the income earned supports the professorship.

It is further recommended that when funding reaches \$100,000 these funds be considered for matching from The Centennial Teachers and Scholars Program. A recommendation for use of the matching allocation will be presented at a later date.

#### BACKGROUND INFORMATION

Dewitt C. Greer, Professor Emeritus of Civil Engineering, has served as Chief Engineer of the Texas Highway Department, as a member of the Texas Highway Commission, and is considered to be one of the great transportation engineers of this century.

See Item 3, Page A&D-3 for proposed appointment to this professorship.

- ✓ 4. U. T. Austin: Recommendation to Accept Gift and Pledge and to Establish the Hayden Head Professorship in the College of Engineering and Eligibility for Matching Funds from The Centennial Teachers and Scholars Program. --

#### RECOMMENDATION

The Office of the Chancellor concurs with President Flawn's recommendation to accept a \$40,000 gift and a \$60,000 pledge from the Celanese Corporation of New York and to establish the Hayden Head Professorship in the College of Engineering at U.T. Austin. The pledge is to be fulfilled over the next two years.

It is further recommended that this gift be considered for

matching from The Centennial Teachers and Scholars Program. The donor and the individual being honored will be consulted, and a recommendation for use of the matching allocation will be presented to the U.T. Board of Regents at a later date.

#### BACKGROUND INFORMATION

Mr. Head of Head, Kendrick & Head in Corpus Christi, Texas, is a 1937 graduate of the U.T. Austin School of Law and is counsel to the Celanese Corporation. He is an active supporter of U.T. Austin and is a member of The President's Associates, the Board of Directors of The University of Texas Foundation, Inc., and The Chancellor's Council. Both Mr. Head and the Celanese Corporation have been generous supporters of the College of Engineering.

- ✓ 5. U. T. Austin: Recommendation to Establish the Lyndon B. Johnson Chair in National Policy in the Lyndon B. Johnson School of Public Affairs. --

#### RECOMMENDATION

The Office of the Chancellor reports that the Lyndon Baines Johnson Foundation (an external foundation) has expressed the desire that the Lyndon B. Johnson Chair in National Policy be established in the Lyndon B. Johnson School of Public Affairs at U.T. Austin. The Office of the Chancellor concurs with President Flawn's recommendation that this chair, to be funded by the Lyndon Baines Johnson Foundation, be established in accordance with Regents' Rules and Regulations. The funds for the chair will be held and administered by the Lyndon Baines Johnson Foundation.

#### BACKGROUND INFORMATION

At a meeting of the Trustees of the Lyndon Baines Johnson Foundation on November 15, 1980, it was announced that an anonymous donor wished to make a challenge grant of \$250,000 towards the establishment of a Chair in National Policy in the Lyndon B. Johnson School of Public Affairs in the name of President Johnson. The Trustees accepted this grant and have been able to assemble matching funds in large part through the generosity of The LBJ Family Foundation and Mr. Lew Wasserman, a member of the Board of Directors of the Lyndon Baines Johnson Foundation.

- ✓ 6. U. T. Austin: Recommendation to Establish the Herbert D. Kelleher Centennial Professorship in Business Law in the College of Business Administration and Graduate School of Business. --

#### RECOMMENDATION

The Office of the Chancellor reports that The Business School Foundation (an external foundation) has expressed the desire that the Herbert D. Kelleher Centennial Professorship in Business Law be established in the College of Business Administration and Graduate School of Business at U.T. Austin. The Office of the Chancellor concurs in President Flawn's recommendation that this professorship, to be funded by The Business School Foundation, be established in accordance with Regents' Rules and Regulations. The funds for the professorship will be held and administered by The Business School Foundation per the agreement with the Foundation.

#### BACKGROUND INFORMATION

Mr. Herbert D. Kelleher, a San Antonio attorney and Chairman of the Board of Southwest Airlines Company, has given 1,000 shares of Southwest Airlines Company common stock valued at \$41,000 to The Business School Foundation and has pledged to contribute the remaining \$59,000 over a five year period.

- ✓ 7. U. T. Austin: Recommendation to Rename the Vertebrate Paleontology Fund the Wann and Marietta Langston Research Fund in Vertebrate Paleontology in the Department of Geological Sciences. --

#### RECOMMENDATION

The Office of the Chancellor concurs in President Flawn's recommendation to rename the Department of Geological Science Vertebrate Paleontology Fund the Wann and Marietta Langston Research Fund in Vertebrate Paleontology as requested by the Geology Foundation Advisory Council, the Chairman of the Department of Geological Sciences and the Dean of the College of Natural Sciences. This name change is requested to honor Dr. and Mrs. Langston who are the major benefactors of the fund.

#### BACKGROUND INFORMATION

The U.T. Board of Regents established the Vertebrate Paleontology Fund at their meeting of April 28, 1975, with \$13,500. Major contributors to the fund were Dr. Wann Langston, Professor of Geological Sciences and Director of the Vertebrate Paleontology Laboratory at U.T. Austin, and his wife, Marietta, who gave \$10,800 of the original \$13,500. Since 1975, the fund has grown to \$34,000 largely through annual gifts made by Dr. and Mrs. Langston.

- ✓ 8. U. T. Austin: Recommendation to Accept Gift and to Establish the Eugene and Margaret McDermott Excellence Fund for the Study of American Architecture in the School of Architecture. --

#### RECOMMENDATION

The Office of the Chancellor concurs in President Flawn's recommendation to accept a \$10,000 gift from The Eugene McDermott Foundation of Dallas, Texas, and establish the Eugene and Margaret McDermott Excellence Fund for the Study of American Architecture in the School of Architecture at U.T. Austin. Income will be used to broaden and strengthen this academic program.

#### BACKGROUND INFORMATION

Mrs. McDermott, President of The Eugene McDermott Foundation and Dallas civic leader, has been a generous supporter of U.T. Austin for many years. She serves on the U.T. Austin Development Board and is a member of The President's Associates and The Chancellor's Council.



- ✓ 9. U.T. Austin: Recommendation to Establish the College of Natural Sciences Foundation Advisory Council Teaching Excellence Award Fund. --

RECOMMENDATION

The Office of the Chancellor concurs in President Flawn's recommendation to establish the College of Natural Sciences Foundation Advisory Council Teaching Excellence Award Fund at U.T. Austin with \$10,000 contributed for this purpose by members of the Natural Sciences Foundation Advisory Council. Income from the endowment will be used to make an annual award or awards to faculty of the College of Natural Sciences nominated by students of the College in recognition of superior teaching at the undergraduate level. The Advisory Council will review the nominations and make the final selection. It is anticipated that awards will be \$1,000 each.

BACKGROUND INFORMATION

The College of Natural Sciences Foundation, an internal foundation, was established July 11, 1980.

- ✓ 10. U.T. Austin: Recommendation to Establish the V.F. Neuhaus Centennial Professorship in Finance in the College of Business Administration and Graduate School of Business. --

RECOMMENDATION

The Office of the Chancellor reports that The Business School Foundation (an external foundation) has expressed the desire that the V. F. Neuhaus Centennial Professorship in Finance be established in the College of Business Administration and Graduate School of Business at U.T. Austin. The Office of the Chancellor concurs in President Flawn's recommendation that this professorship, to be funded by The Business School Foundation, be established in accordance with Regents' Rules and Regulations. The funds for the professorship will be held and administered by The Business School Foundation per the agreement with the Foundation.

BACKGROUND INFORMATION

The professorship is to be jointly funded by Mr. Neuhaus personally and the Officers and Board of Directors of the McAllen State Bank, McAllen, Texas.

Mr. Neuhaus, who serves as Chairman of the Board of Directors of the McAllen State Bank, serves on the U.T. Austin Development Board and is a member of the Centennial Commission, The President's Associates and The Chancellor's Council.

- ✓ 11. U.T. Austin: Recommendation to Establish the Reed Rock Bit Company Endowed Presidential Scholarship in the College of Business Administration. --

RECOMMENDATION

The Office of the Chancellor reports that The Business School Foundation (an external foundation) has expressed the desire that the Reed Rock Bit Company Endowed Presidential Scholarship be established in the College of Business Administration at U.T. Austin. The Office of the Chancellor concurs in President Flawn's recommendation that this

scholarship, to be funded by The Business School Foundation, be established in accordance with Regents' Rules and Regulations. The funds for the scholarship will be held and administered by The Business School Foundation.

#### BACKGROUND INFORMATION

The \$25,000 scholarship is to be funded over a four-year period ending in 1985. Reed Rock Bit Company has contributed \$6,500 to The Business School Foundation of which \$5,000 represents the initial payment on the endowment and \$1,500 is to provide the first scholarship stipend to an upper-division undergraduate student majoring in marketing. When the annual income is less than \$1,500, Reed Rock Bit Company will provide additional monies to complete the award. A faculty committee of the Department of Marketing Administration, with the participation of the Dean of the College, will select the recipient.

- ✓ 12. U.T. Austin: Recommendation to Accept Gift and to Establish the Effie Potts Sibley Endowed Scholarship Fund in the Department of Music. --

#### RECOMMENDATION

The Office of the Chancellor concurs in President Flawn's recommendation to accept a \$100,000 gift from The Potts and Sibley Foundation of Midland, Texas, and to establish the Effie Potts Sibley Endowed Scholarship Fund in the Department of Music at U.T. Austin. Income is to be used to award scholarships in the Department of Music.

#### BACKGROUND INFORMATION

The Potts and Sibley Foundation, a Texas Non-Profit Foundation, was founded through gifts and bequests from Mrs. Effie Potts Sibley. Her son, Dr. D. J. Sibley of Austin, is a Trustee of The Potts and Sibley Foundation and a graduate of U.T. Austin and the U.T. Galveston Medical Branch. He is a member of the College of Natural Sciences Advisory Council. His wife, Jane Horton Sibley, also a U.T. Austin graduate, serves on the College of Fine Arts Advisory Council.

- ✓ 13. U.T. Austin: Recommendation to Establish the Bettie Margaret Smith Chair in Environmental Health Engineering in the College of Engineering. --

#### RECOMMENDATION

The Office of the Chancellor concurs with President Flawn's recommendation to establish the Bettie Margaret Smith Chair in Environmental Health Engineering in the College of Engineering at U.T. Austin. Funding will be provided by \$533,401 in proceeds from the sale of real property in the Estate of Bettie Margaret Smith as accepted by the U.T. Board of Regents at their meeting of June 12, 1981, and a partial distribution from the Estate of Bettie Margaret Smith of \$43,159 for total funding of \$576,560.

#### BACKGROUND INFORMATION

A 1953 graduate of U.T. Austin, Miss Smith died in 1979, leaving her entire estate to the College of Engineering and naming the Dean of that College as Independent Executor of her will. The Estate of Bettie Margaret Smith was accepted by the U.T. Board of Regents on October 12, 1979, and Dean Earnest Gloyna as Dean of the College of Engineering was named Independent Executor. Previous distributions from the estate have been used to establish the Bettie Margaret Smith Professorship in Engineering and the Jewel McAlister Smith Professorship in Engineering with \$100,000 each. A final report will be made upon completion of administration of the estate.

- ✓ 14. U. T. Austin: Recommendation to Accept a Pledge and to Establish the Mary John and Ralph Spence Centennial Professorship in the College of Business Administration and the Graduate School of Business and Eligibility for Matching Funds from The Centennial Teachers and Scholars Program. --

#### RECOMMENDATION

The Office of the Chancellor concurs with President Flawn's recommendation to accept a \$100,000 pledge from Mr. and Mrs. Ralph Spence of Tyler, Texas, and establish the Mary John and Ralph Spence Centennial Professorship in the College of Business Administration and the Graduate School of Business at U.T. Austin.

It is further recommended that when funding is completed, these funds be considered for matching from The Centennial Teachers and Scholars Program to establish a professorship in the College of Education to be named at a later date.

#### BACKGROUND INFORMATION

Mr. Spence, a 1942 U.T. Austin graduate, is a Tyler independent oil and gas producer. He is past Chairman of the Executive Committee of The Chancellor's Council and is a member of the U.T. Austin Centennial Commission, the Development Board and The President's Associates. He was given the Ex-Students' Association's Distinguished Alumnus Award in 1976.

Mr. and Mrs. Spence are the first donors to ask that matching funds go to a school or college different from the one to which they made their gift. This reflects their wish to help the University achieve excellence in all academic areas.

- ✓ 15. U. T. Austin: Recommendation to Accept a Bequest and to Establish the Josleen Lockhart Memorial Fund in the School of Social Work. --

#### RECOMMENDATION

The Office of the Chancellor concurs in President Flawn's recommendation to accept a bequest from the estate of Miss Josleen Lockhart and to establish the Josleen Lockhart Memorial Fund in the School of Social Work at U.T. Austin. Terms of the will as they pertain to U.T. Austin follow:

"A. I give and bequeath all of my professional books in the field of social work and social sciences

to the Library at the School of Social Work of The University of Texas at Austin. I further direct that my executor hereinafter named, sell all of my jewelry and deliver the proceeds to the Endowed Memorial Fund at The University of Texas at Austin. The principal shall be retained in the fund forever. The income is to be used in perpetuity for the purchase of books in the social work area and placed in the Library of the School of Social Work of The University of Texas at Austin or any library unit of The University of Texas at Austin in the event the Library of the School of Social Work ceases to be in existence."

Proceeds received from the sale of the jewelry in the amount of \$3,510.80 and \$3,000 in funds and pledges held by the School of Social Work will be used to partially fund the endowment. Within the next two years additional gifts will be secured to raise the total endowment to \$10,000. Income will be reinvested and the fund will not be activated until the fund has reached \$10,000.

#### BACKGROUND INFORMATION

Professor Lockhart, a 1932 U.T. Austin graduate, was a member of the School of Social Work faculty from 1956 until her death in 1978. She taught in both the undergraduate and graduate programs and her contributions to the students, the School of Social Work and U.T. Austin were many and lasting.

✓ 16. U.T. Austin: Recommendation to Appoint Successor Trustee of the J. Lassen Boysen Scholarship Trust. --

#### RECOMMENDATION

The Office of the Chancellor concurs in President Flawn's recommendation that permission be granted to request the Attorney General to prepare the necessary pleadings and ask a District Court in Travis County to enter an order discharging the Capital National Bank of Austin, Texas, as Trustee of the J. Lassen Boysen Scholarship Trust and appointing the U.T. Board of Regents as Successor Trustee. Miss Helen M. I. Boysen created the J. Lassen Boysen Scholarship Trust, naming Capital National Bank of Austin, Trustee, by agreement dated December 28, 1959, for the benefit of the Department of Germanic Languages at U.T. Austin. The agreement has no provision for the naming of a successor trustee. Benefits of the trust were accepted by the U.T. Board of Regents at their meeting of March 11, 1960. The trust corpus is approximately \$11,000 and a recent increase in the bank's trust management fee will consume a substantial portion of the earnings. The Trust Department at Capital National Bank has indicated their willingness to transfer trusteeship to the U.T. Board of Regents.

#### BACKGROUND INFORMATION

Miss Boysen, a 1926 U.T. Austin graduate, established the scholarship fund in honor of her father, Dr. J. Lassen Boysen, who served on the faculty of the Department of Germanic Languages from 1914 through 1951, after which he became Professor Emeritus.

- ✓ 17. U. T. El Paso: Recommendation to Accept Bequest and to Establish the Eric J. Bymark Memorial Endowment Fund for the Department of Athletics. --

RECOMMENDATION

The Office of the Chancellor concurs in President Monroe's recommendation to accept a \$10,000 bequest from the estate of Eric J. Bymark and establish the Eric J. Bymark Memorial Endowment Fund for the Department of Athletics at U.T. El Paso. An excerpt from the will pertaining to the bequest follows:

"I give and bequeath the sum of Ten Thousand Dollars (\$10,000.00) to the UNIVERSITY OF TEXAS AT EL PASO to be used by it in development of its athletic department."

Income from the endowment will be used to support the athletic program at U.T. El Paso.

BACKGROUND INFORMATION

Mr. Eric J. Bymark, a 1934 graduate of U.T. El Paso, was a charter member of the Alumni Matrix Society and a prominent donor for the past thirteen years. Mr. Bymark was very active in the business circles of El Paso through the operation of his Certified Public Accounting practice.

- ✓ 18. U. T. Health Science Center - San Antonio (U. T. Medical School - San Antonio): Recommendation to Accept Bequest and to Establish the Bowen-Vogt Fund. --

RECOMMENDATION

The Office of the Chancellor concurs in President Harrison's recommendation to accept a bequest of the residuary estate of Mrs. Olga V. Bowen Striegler which is expected to exceed \$300,000 and establish the Bowen-Vogt Fund with income to be used for scholarships for medical students. An excerpt from the will pertaining to the bequest follows:

"All of the rest, residue and remainder of my property and estate, of whatsoever nature and kind and wheresoever situated, both real property and personal property, shall pass to and become the property of the Board of Regents of the University of Texas for the exclusive use and benefit of the University of Texas - Texas Medical School at San Antonio, Texas. Such rest, residue and remainder shall be converted into a fund to be used for scholarship and strictly educational purposes, and such fund shall be known as the "Bowen-Vogt Fund (sic), with such fund being administered by said Board of Regents for scholarship and educational purposes as they may see fit and proper."

The National Bank of Commerce of San Antonio is serving as Independent Executor of the estate as directed by the will. A final report will be submitted when administration of the estate is complete.

#### BACKGROUND INFORMATION

Mrs. Olga V. Bowen Striegler died on December 8, 1980, in San Antonio, and was survived by her second husband, Oran M. Striegler. Mrs. Striegler was the widow of Robert E. Bowen, Sr., M.D., of San Antonio who died in August, 1959. Dr. Bowen was a 1903 graduate of U.T. Galveston Medical Branch and practiced in San Antonio for many years.

Mrs. Striegler stated to the preparer of her will that it was the wish of her first husband, Dr. Bowen, that any residuary estate at her death be used to do something beneficial in the field of medicine.

- ✓ 19. U. T. Cancer Center (U. T. M. D. Anderson Hospital): Recommendation to Establish the Kelcie Margaret Kana Research Chair. --

#### RECOMMENDATION

The Office of the Chancellor concurs in President LeMaistre's recommendation to establish the Kelcie Margaret Kana Research Chair at the U.T. Cancer Center. Funding of this chair will be provided by a previous gift of securities valued at \$712,000 from Mr. and Mrs. R. B. Trull of Palacios, Texas, which was reported to the U.T. Board of Regents at the meeting of June 11 - 12, 1981.

#### BACKGROUND INFORMATION

Mr. R. B. Trull graduated from U.T. Austin in 1936 with a B.S. degree in Petroleum Engineering. He is a life member of the Ex-Students' Association at U.T. Austin, a charter member of The Chancellor's Council and has been a member of the U.T. Austin President's Associates since 1973.

On March 31, 1981, Mr. and Mrs. R. B. Trull conveyed 28,014 shares of Houston Oil & Minerals Corporation common stock valued at approximately \$1,424,000 to The University of Texas System to be divided equally between the College of Engineering at U.T. Austin and the U.T. M. D. Anderson Hospital.

After reviewing several alternatives for the utilization of their gift to U.T. M. D. Anderson Hospital, Mr. and Mrs. Trull have informed the U.T. Cancer Center that it is their wish to establish an endowed chair named for their granddaughter, Kelcie Margaret Kana, who is now being treated for leukemia at the U.T. Cancer Center. They also expressed an interest in having this chair support studies on immunology of leukemias.

20. U. T. Cancer Center (U. T. M. D. Anderson Hospital): Recommendation to Accept Bequests from the Estate of Nadine Mansfield, Deceased. --

#### RECOMMENDATION

The Office of the Chancellor concurs with President LeMaistre's recommendation to accept testamentary bequests from the Estate of Nadine Mansfield of the benefits from two trusts created by

her will. Assets of the trusts are currently valued at \$368,000 with the U.T. Cancer Center to receive distributions as follows:

- a. Nadine Mansfield Trust B - 25% of trust assets valued at \$168,000 for purpose stated in the following excerpt:

"The balance to UNIVERSITY OF TEXAS M.D. ANDERSON HOSPITAL AND TUMOR INSTITUTE AT HOUSTON, TEXAS, to be used by them to establish a suitable memorial for IRVING AND NADINE MANSFIELD and my deceased son, ROBERT DAVID LEVITT, in furtherance of cancer research."

- b. Nadine Mansfield Insurance Trust - 85% of trust assets valued at \$200,000 for purpose stated in the following excerpt:

"The balance to UNIVERSITY OF TEXAS M.D. ANDERSON HOSPITAL AND TUMOR INSTITUTE AT HOUSTON, TEXAS, to be used by them to establish a suitable memorial for IRVING AND NADINE MANSFIELD, in the furtherance of cancer research."

The National Boulevard Bank of Chicago is serving as Trustee as prescribed by the decedent's will. At such time as a determination of a suitable memorial has been made, it will be submitted to the U.T. Board of Regents for their consideration.

#### BACKGROUND INFORMATION

Mrs. Mansfield of Deerfield, Illinois, was a friend of Dr. Alando J. Ballantyne, Surgeon and Professor of Surgery in the Department of Head and Neck Surgery at U.T. M. D. Anderson Hospital. Although Mrs. Mansfield did have cancer which ultimately claimed her life, she was not a patient at U.T. M. D. Anderson. However, Dr. Ballantyne did consult with her physicians in Illinois with respect to her treatment.

- ✓ 21. U.T. Health Center - Tyler: Recommendation to Establish the Doctor and Mrs. Sam Topperman Lectureship. --

#### RECOMMENDATION

The Office of the Chancellor concurs in Director Hurst's recommendation to establish the Doctor and Mrs. Sam Topperman Lectureship at the U.T. Health Center - Tyler. The endowment is to be funded by a transfer of \$25,000 from Medical Service Research and Development Plan Funds.

#### BACKGROUND INFORMATION

The Board of Directors of the U.T. Health Center's Medical Service Research and Development Plan are requesting this lectureship in honor of Dr. Topperman. Dr. Topperman is a pediatric chest specialist and served as the chief executive officer of this institution from January 1, 1952, until his retirement in February, 1970.

B. REAL ESTATE MATTERS

- ✓ 1. U.T. System - W.C. Hogg Memorial Fund: Recommendation for Sale of Land in the John Austin Survey, Houston, Harris County, Texas, to American General Life Insurance Company. --

RECOMMENDATION

The Office of the Chancellor recommends that approval be given for the sale of 20,505 square feet of land in the John Austin Survey, Houston, Harris County, Texas, to American General Life Insurance Company for a cash consideration of \$15.00 per square foot.

BACKGROUND INFORMATION

The subject property is a rear portion of a larger tract of 227,960 square feet located at the intersection of Waugh Drive and Allen Parkway in Houston. The entire site is presently leased to American General Life Insurance Company for a term ending December 31, 2017, with options to extend the term until December 31, 2047. The annual contract rental is \$37,500 through 1987, \$45,000 through 1997, \$65,000 through 2007, \$90,000 through 2017, and 6% of the appraised value of the land during the option periods.

American General recently commenced construction of a 42-story office tower on the front portion of the leased premises, which building will become the property of the U.T. Board of Regents upon expiration of the lease. A 1,000 car parking garage is planned to serve the office building. The site required for the parking garage includes some land already owned in fee by American General as well as the 20,505 square feet recommended for sale. American General desires to purchase this tract in order to avoid the complications involved in constructing the garage upon land which is part leased and part owned in fee.

If the sale is approved, the contract rental on the remainder of the leased premises will not be reduced.

- ✓ 2. U.T. System - W.C. Hogg Memorial Fund: Recommendation for Oil and Gas Lease of Undivided Interest in Josiah H. Bell Survey, Brazoria County, to Sue-Ann Operating Company. --

RECOMMENDATION

The Office of the Chancellor recommends that an oil and gas lease covering the University's undivided interest in one-half acre out of Lot 7, James S. Hogg Subdivision, Josiah H. Bell Survey, Brazoria County, Texas, be granted to Sue-Ann Operating Company. The proposed lease provides for a paid-up term of three years, a royalty of 1/4th and a bonus of \$250.00.

BACKGROUND INFORMATION

The U.T. Board of Regents owns an approximate 19% undivided interest in the one-half acre, or about 0.095 net mineral acres. Sue-Ann Operating Company leased the University's undivided interest in about 25 acres located nearby in 1980 and has leased the remaining interests in Lot 7 from the other owners.

- ✓ 3. U.T. System - W.C. Hogg Memorial Fund: Recommendation for Oil and Gas Lease of Undivided Mineral Interest in Union County, Arkansas, to J.D. Reynolds Company. --

RECOMMENDATION

The Office of the Chancellor recommends that an oil and gas lease



covering an eighty-acre tract in Section 11, Township 16 South, Range 17 West, Union County, Arkansas, be granted to the J. D. Reynolds Company. The proposed lease provides for a bonus of \$50.00 per acre, a royalty of 1/6, and a paid up term of three years.

#### BACKGROUND INFORMATION

The U. T. Board of Regents owns an undivided 3/16 interest in this tract, or 15 net mineral acres. A royalty of only 1/6 is recommended because the tract is in an area of marginal production with wells averaging less than 5 barrels per day. All other interests in the tract have been leased with the majority of the owners receiving a 1/8 royalty and \$25.00 per acre bonus. One other owner has leased for a 1/6 royalty, but is receiving no bonus.

4. U. T. System and U. T. Austin - W.C. Hogg Memorial Fund: Recommendation to Sell Land in Houston, Harris County, Texas, to 701 Main Street Associates. --

#### RECOMMENDATION

The Office of the Chancellor recommends the sale of a tract of land containing approximately 4.2 square feet in Block 80, S.S.B.B., Houston, Harris County, Texas to 701 Main Street Associates for a consideration of \$1000.00 in order to resolve an encroachment.

#### BACKGROUND INFORMATION

701 Main Street Associates recently purchased the old Kress property in Block 80. A survey has revealed that the Kress building encroaches slightly upon the Texas State Hotel property owned by the U. T. Board of Regents. The area of encroachment is roughly triangular in shape and has a length of approximately thirty feet and a width of about three inches at its widest point.

5. U. T. Austin - E.J. Lund Founder's Fund: Recommendation for Lease of Land in Austin, Travis County, Texas, to Classified Parking System, Inc. --

#### RECOMMENDATION

The Office of the Chancellor recommends that a lease be granted to Classified Parking System, Inc., covering approximately 11,236 square feet out of lots 4, 5 and 6, Block 6, Original City of Austin, Travis County, Texas. The proposed lease provides for a term of three years commencing November 1, 1981, at a rental of \$500.00 per month. The lease may be terminated by the Lessor on 90 days notice in the event of a sale or lease for purposes other than parking.

#### BACKGROUND INFORMATION

This tract of land, located at the southeast corner of Congress Avenue and Second Street, was the bequest of Mrs. Hilda F. Rosene Lund for the benefit of the U. T. Marine Science Institute. It is anticipated that the property will experience significant appreciation in value in the next two to three years, and the lease is recommended as a source of interim income until that time.

6. U. T. El Paso - Frank B. Cotton Estate: Request to Correct Survey Problems in Hudspeth and Culberson Counties, Texas. --

#### Recommendation

The Office of the Chancellor recommends that The University of Texas System be authorized to join in an effort to correct survey problems now existing in Hudspeth and Culberson Counties, Texas,

where lands belonging to the Frank Cotton Estate are located. Because of the old surveying mistakes, it will be necessary to request the reissuing of new patents with corrected field notes from the Commissioner of the General Land Office. Authorization is also requested to permit the Attorney General's Office to represent the Board of Regents of The University of Texas System in court, when necessary, to resolve the surveying and title problems involving the Cotton Estate lands in Hudspeth and Culberson Counties, Texas. Based on preliminary surveying information, there will be some loss of acreage to the Cotton Estate.

#### Background

The Cotton Estate lands, comprised of 36,363 acres, were deeded to the Board of Regents by the executor and trustee of the will of Frank B. Cotton in December, 1937. Oil and gas leases were issued, in 1980, covering 24,229 acres of these lands, and bonuses in the amount of \$1,598,995 were paid. Because of oil and gas drilling operations now being carried out in these counties, it has become necessary to have correct surveying information.

7. U. T. Galveston Medical Branch - Agnes Thelma Anderson Fund: Recommendation for Oil and Gas Lease of Undivided Interest in the Edward Wood Survey, Chambers County, Texas, to Terra Resources, Inc. --

#### RECOMMENDATION

The Office of the Chancellor recommends that an oil and gas lease covering 962.5 acres in the Edward Wood Survey, Abstract 313, Chambers County, Texas, be granted to Terra Resources, Inc. The proposed lease is for a term of one year, and provides for a bonus of \$90.00 per acre and a royalty of 1/4.

#### BACKGROUND INFORMATION

The U. T. Board of Regents owns an undivided 0.0333335 percent interest in this tract, or 32.08 mineral acres. The other mineral interest owners have agreed to the proposed lease terms.

### III. OTHER MATTERS

PUF and Trust and Special Funds: Report of Securities Transactions for Months of June and July, 1981. --In accordance with present procedure the Report of Securities transactions for the Permanent University Fund and Trust and Special Funds for the months of June and July, 1981, was mailed on September 9, 1981 by Executive Secretary Dilly to the members of the Board of Regents. If any questions regarding this material have been submitted, they will be reported at the meeting of the Land and Investment Committee.

Com. of the  
Whole

COMMITTEE OF THE WHOLE  
Presiding: Chairman Powell

Date: October 9, 1981

Time: Following the Meeting of the Land and Investment Committee

Place: Second Floor, University Center, U. T. Tyler

Page  
C of W

I. SPECIAL ITEMS

A. U. T. BOARD OF REGENTS

1. Proposed Amendment to the Regents' Rules and Regulations, Part Two, Chapter III, Section 10.442 4
2. Proposed Amendments to the Regents' Rules and Regulations, Part Two, Chapter IX (Matters Relating to Investments, Trusts and Lands) 4
- 2a. Proposed Amendment to the Regents' Rules and Regulations, Part One, Chapter II, Section 3, Subsection 3.1, Subdivision 3.11 12

B. U. T. BOARD OF REGENTS AND  
U. T. SYSTEM ADMINISTRATION

3. Proposed Amendment to Resolution Designating Managerial Group Authorized to Negotiate, Execute and Administer Classified Government Contracts 12a

C. U. T. SYSTEM

4. Boiler and Machinery Insurance Coverage: Recommendation to Award Policy 13
5. Proposed Basic Invention Administration Agreement with Research Corporation, New York, New York (Patent) 14

D. U. T. AUSTIN

6. Request for Permission for Individual to Serve on the Board of Directors of the State Bar of Texas [Regents' Rules and Regulations, Part One, Chapter III, Sections 13.(10) and 13.(11)] 32
7. Proposed Contract with Siemens Aktiengesellschaft (Patent) 32
8. Request for Approval of Contractual Agreement for Telecasting Football Games for the 1982-85 Football Seasons 40

E. U. T. HEALTH SCIENCE CENTER - DALLAS	
9. Proposed Agreement with Research Corporation, New York, New York (Patent Policy)	52
F. U. T. HEALTH SCIENCE CENTER - HOUSTON	
10. Proposed Name for Nonendowed Professorships	96
G. U. T. CANCER CENTER	
11. Request for Permission for Individual to Serve on the Texas State Board of Pharmacy [Regents' Rules and Regulations, Part One, Chapter III, Sections 13.(10) and 13.(11)]	96
 II. <u>ITEMS FOR THE RECORD</u>	
A. U. T. SYSTEM	
Report of Membership or Status of Organization for All Component Development Boards and Advisory Councils Effective September 1, 1981:	
(1) U. T. Arlington: Development Board, Graduate School of Social Work, College of Business Administration and School of Nursing Advisory Councils;	97
(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 and School of Nursing Advisory Councils;	99
(3) U. T. Dallas: Development Board, School of Management and Administration, Callier Center for Communication Disorders, School of General Studies, School of Arts and Humanities and School of Social Sciences Advisory Councils;	107
(4) U. T. El Paso: Development Board;	110
(5) U. T. Permian Basin: Development Board and College of Management Advisory Council;	111
(6) U. T. San Antonio: Development Board and College of Business Advisory Council;	111
(7) U. T. Tyler: Development Board;	112
(8) U. T. Institute of Texan Cultures: Development Board;	113
(9) U. T. Health Science Center - Dallas: Development Board;	113
(10) U. T. Galveston Medical Branch: Development Board;	113

(11) U. T. Health Science Center - Houston: Development Board;	114
(12) U. T. Health Science Center - San Antonio: Development Board;	115
(13) U. T. Cancer Center: Board of Visitors of University Cancer Foundation	115
(14) U. T. Health Center - Tyler: Development Board	116
 B. U. T. SYSTEM	
 Report of Vacation of West Sixth Street Alley by the City of Austin	117
 C. U. T. DALLAS	
 Appointment of Advisory Committee for the Selection of a Chief Administrative Officer (President)	117
 III. <u>SCHEDULED MEETINGS AND EVENTS</u>	118

# I. SPECIAL ITEMS

## A. U. T. BOARD OF REGENTS

### 1. Proposed Amendment to the Regents' Rules and Regulations, Part Two, Chapter III, Section 10.442.--

#### RECOMMENDATION

The Office of the Chancellor recommends the following amendment to Section 10.442 of Chapter III of Part Two of the Regents' Rules and Regulations:

"10.442 Gifts, Grants, Designated and Auxiliary Enterprise Funds.--Reimbursement of travel expenses paid from Gifts, Grants, Designated and Auxiliary Enterprise Funds will be as follows:

(a) For grants from or derived from Federal or State agencies, travel allowances shall be paid as specified in the foregoing provisions.

(b) For other gifts, grants, designated, or auxiliary enterprise funds, travel allowances may be for actual expenses for meals and lodging not to exceed \$70 per day. The transportation allowances will be as specified in the foregoing provisions.

The provisions of both (a) and (b) above are subject to the terms, provisions and conditions of the particular gifts, grants, or funds involved. Further exceptions of these provisions may be in accordance with specific authorization by the Board with certain designated funds. Likewise, when anticipated living costs are unusually low for those engaged in travel, the person authorizing the travel may reduce the allowance for all or any part of the travel, provided that the employee shall be notified of such reduced allowance before being allowed to incur any expense. When not otherwise prohibited by the terms of the gift or grant, employees may also be reimbursed for required registration fees or similar expenses incurred in attending meetings of organizations or associations. Receipts for lodging, registration fees, or similar expenses shall be obtained and attached to the expense voucher. Project Directors, Principal Investigators, Departmental Chairmen, or other authorized personnel under a gift or grant who travel in their personally owned airplanes on necessary official business may be reimbursed therefor as provided in the current Appropriations Act [at the rate of twenty-three cents (23¢) per highway mile for in-state travel;--The same rate shall apply to out-of-state travel;--subject to the limitation that the mileage reimbursement shall not exceed the amount equal to the number of persons flying by private plane times the lowest available airline fare]."

#### BACKGROUND

The recommended amendment recognizes that the reimbursement rates for travel change at each session of the Legislature and will obviate the need for biennial revision of this provision.

### 2. Proposed Amendments to the Regents' Rules and Regulations, Part Two, Chapter IX (Matters Relating to Investments, Trusts and Lands).--

#### Recommendation

A subcommittee of the Land and Investment Committee, which was appointed at the June 11-12, 1981, Board meeting, consisting of Committee Chairman Hay, Board Chairman Powell, and Regents Rhodes and Newton, recommends changes in the investment policies of the Board of Regents and the adoption of the amendments to Chapter IX, Part Two, of the Regents' Rules and Regulations as set forth on Pages C of W 5-12 .

CHAPTER IX

MATTERS RELATING TO INVESTMENTS, TRUSTS, AND LANDS

Sec. 1. Authorizations re Sales, Assignments, Conveyances, Receipt of Property, and Proxies.

- 1.1 Authority to Purchase, Exchange, and Sell Securities for and on Behalf of the Permanent University Fund of The University of Texas System (hereinafter sometimes referred to as "PUF") and the Board.--The Chancellor, or his delegate, the Vice Chancellor for Business Affairs, and the Executive Director for Investments and Trusts are authorized to purchase, exchange, and sell any and all securities for and on behalf of the PUF or the Board, and to execute any and all documents necessary to the consummation of any purchases or exchanges. In addition, Investment Counselors appointed by the Board of Regents may purchase, sell, or exchange securities from funds designated from the PUF and the Common Trust Fund in accordance with such Counselors' contracts.
- 1.2 Authority to Assign and Transfer Securities Owned [~~held~~] by the PUF and the Board.--The Chancellor, the Vice Chancellor for Business Affairs, the Executive Director for Investments and Trusts, the Comptroller and Associate Comptroller, and the Trust Officer[s] may each assign and transfer any and all securities of any description whatever and execute any and all documents necessary to the consummation of any sale, assignment, or transfer of any securities registered in the name of the PUF or the Board, or in any other form of registration of such securities held for the account of the PUF or the Board in whatever manner, including all fiduciary capacities and including those registered in the names of trusts or foundations managed and controlled by said Board.
- 1.3 Authority to Execute Instruments Relating to Land and Mineral Interests.--The Chairman of the Board, the Vice-Chairman, the Chancellor, the Vice Chancellor for Business Affairs, and the Vice Chancellor for Lands Management are each authorized to execute conveyances, deeds, surface and/or mineral leases, easements, rights-of-way, oil and gas division orders, and transfer orders, geophysical and material source permits, water contracts, pooling and unitization agreements, and any other instruments as may be necessary or appropriate from time to time, relating to the handling, management, control, and disposition of any real estate or mineral interest held or controlled by the Board as a part of the PUF or as a part of any trust or special fund.
- 1.4 Authority to Receive and Collect Money and/or Property.--The Chancellor, the Vice Chancellor for Business Affairs, and the Executive Director for Investments and Trusts are each authorized and empowered to ask, demand, collect, recover, and receive any and all sums of money, debts, dues, rights, property, effects, or demands, whatever, due, payable, or belonging, or that may become due, payable, or belonging to any of the above funds from investment transactions, from any person or persons, whatever, and to execute any and all necessary or proper receipts, releases, and discharges therefor.



- 1.5 Authority to Execute Proxies.--The Chancellor, or his delegate, the Vice Chancellor for Business Affairs ~~[and]~~ the Executive Director for Investments and Trusts, and the Investment Officer and the Director of Stock Research are each authorized to execute proxies within the approved investment policies.
- 1.6 Authority to Purchase, Sell, and Transfer Book-Entry United States Government and Government Agency Securities.--The Chancellor, or his delegate, the Vice Chancellor for Business Affairs, the Executive Director for Investments and Trusts, or the Investment Officer of The University of Texas System may direct a member bank of the Federal Reserve System ~~[Bank]~~ to purchase, sell, or transfer any United States Government or Government Agency securities in book-entry form for the Permanent University Fund of The University of Texas System and for the Board of Regents of The University of Texas System ~~[for-Trust and-Special-Funds]~~.

Sec. 2. Investment Policy for PUF.

2.1 Investments Authorized for Purchase.

- 2.11 Bonds of the United States, the State of Texas or counties, cities, or school districts of the State of Texas ~~[of-said-State, or-in-school-bonds of-municipalities, or-in-bonds-of-any-city-of said-State,]~~ or in bonds issued under and by virtue of the Federal Farm Loan Act approved by the President of the United States, July 17, 1916, and amendments thereto.
- 2.12 Bonds or other obligations issued, insured, or guaranteed in any manner by the United States Government or any of its agencies.
- 2.13 Bonds, debentures, or obligations and preferred and common stocks issued by corporations, associations, or other institutions.
- 2.14 Convertible securities, of all kinds, issued by corporations whose common stock is eligible for purchase by the Permanent University Fund ~~[on-the approved-list]~~.

2.2 Standards as to Quality.

2.21 Corporate Stocks:

- 2.211 Stocks eligible for purchase shall be restricted to stocks of companies incorporated within the United States which have paid dividends for five (5) consecutive years or longer immediately prior to the date of purchase.
- 2.212 Except for bank and insurance shares, stock must be listed upon an exchange registered with the Securities and Exchange Commission, or its successors.
- 2.213 Common stocks ~~[and-convertible-securities]~~ are eligible for purchase if they are rated "B" or higher by Standard and Poor's Corporation. ~~Stocks not rated by Standard and Poor's may be purchased if, in the opinion of the Investment Counselor or Investment Staff, they are of comparable quality to stocks rated "B" or higher by Standard and Poor's~~ ~~[issued-by-corporations which-have-been-approved-by-the-Board]~~.

- 2.22 Corporate Obligations and Preferred Stocks: Corporate Bonds and Preferred Stocks must be "Baa" or higher as rated ~~[rated-"A"-or-better]~~

by Moody's Investors Service, Inc. or "BBB" by Standard and Poor's Corporation. Bonds or preferred stocks offered by private placement and not rated may be purchased if, in the opinion of the University's Investment Staff or Investment Counselor, [Counsel] they are of at least equal quality to publicly offered bonds and preferred stock eligible for purchase ["A"-quality-or better]. Commercial Paper must be rated in the two highest quality classes by Moody's Investors Service, Inc. or Standard and Poor's Corporation to be eligible for purchase.

[2.23-FHA-Mortgage-Loans:

2.231-Loan-Standards:

- 2.2311-The security for the loans shall be single-family, owner-occupied residences (including Row or Town Houses) of good design and construction, in good condition, and comparable in value to other homes in the neighborhood.
- 2.2312-Borrower must have a good credit rating and have adequate income to support the loan.
- 2.2313-Loans shall be for \$10,000 or more and shall be fully insured by the FHA to the maximum extent permitted under the law.
- 2.2314-Title and hazard insurance policies, written by companies acceptable to the Board, shall be furnished with respect to each loan purchased. Hazard insurance policies must be written by companies having a Best's rating of A-BBB or better.
- 2.2315-No loan shall be purchased from any Seller-servicer until a formal contract has been entered into with such Seller-servicer on a form approved by the Board.

2.232-Minimum Standards for Seller-servicers from which FHA Loans are Purchased:

- 2.2321-The Seller-servicer must be an approved FHA mortgagee and must have satisfactory credit rating and an unimpaired capital and surplus of at least \$250,000.
- 2.2322-It must have been actively engaged for at least five years in the mortgage loan business, and except for commercial bank, the mortgage loan business must be its principal business and must have a capable and experienced organization, together with the necessary equipment to furnish timely accounting on a block basis.
- 2.2323-It must be servicing at least \$25,000,000 of loans, and its clients (other than Federal National Mortgage Association) must include at least three institutional investors and must have a capability of producing not less than \$1,000,000 per year in FHA loans.

The substance of this Section can be found in Section 2.94

2.2324 - It must carry a Mortgage Bankers  
Blanket Bond in an amount not less  
than \$250,000.

2.233 - Implementation of FHA Mortgage Loan  
Purchase Program - The Chancellor, the Vice  
Chancellor for Business Affairs, and the  
Executive Director for Investments and  
Trusts are each authorized:

2.2331 - To recommend the Seller-servicers  
with which Purchase and Servicing  
Agreements should be made, and after  
approval by the Board, to execute  
the Purchase and Servicing  
Agreements on the approved forms.

2.2332 - To perform such acts and execute  
such documents as may be necessary  
from time to time in carrying out  
the provisions of any such Purchase  
and Servicing Agreement, including  
authority to accept or reject loans  
tendered under such agreements, to  
execute releases of the liens  
securing any loan or loans when paid  
in full, and to execute assignments  
of any notes and liens when  
appropriate to do so.

2.2333 - To take any and all steps as may be  
considered necessary or advisable to  
protect the interest of the PUF in  
event of default occurring with  
respect to any FHA-Insured First  
Mortgage note held by such Fund.  
Not by way of limitation, but by way  
of illustration only, such authority  
shall include power to acquire title  
on behalf of the Board to the  
property securing any such note, by  
Trustees sale, foreclosure, or  
otherwise, to execute on behalf of  
the Board the necessary deed  
conveying the properties so acquired  
to the Federal Housing  
Administration, to handle any  
property so acquired pending  
conveyance to the Federal Housing  
Administration, and to incur and pay  
such reasonable expenses as may be  
necessary in the acquisition and  
care of any such properties.]

### 2.3 Diversification

2.31 Not more than 5% of the voting stock of any one  
(1) corporation shall be owned at any given time  
by the PUF.

2.32 Not more than 1% of the book value of the PUF  
shall be invested at any given time in securities  
issued by any one (1) corporation.

### 2.4 Standard of Care.

2.41 Prudent Man Rule: In making or retaining each  
and all investments for the PUF and in the  
management, purchase, and sale of such  
investments from time to time, there shall be  
exercised the judgment and care under the  
circumstances then prevailing that men of  
ordinary prudence, discretion, and intelligence  
exercise in the management of their own affairs,  
not in regard to speculation, but in regard to  
the permanent disposition of their funds,

considering the probable income therefrom as well as the probable safety of their capital.

2.5 Policies with Respect to Stock Rights, Fractional Shares, and Proxies.

2.51 ~~Exercise of or sale of stock [As a general rule, stock rights received are to be exercised in each instance,]~~ rights is to be made at the discretion of the Chancellor, the Vice Chancellor for Business Affairs, or the Executive Director for Investments and Trusts. Stock rights which arise in connection with funds under control of an investment counselor shall be handled by that counselor in its discretion.

2.52 As a general rule, fractional shares received from stock dividends, etc., are to be sold. In each instance, the decision to round out fractional shares or to sell will be made by the Chancellor, the Vice Chancellor for Business Affairs, or the Executive Director for Investments and Trusts. Fractional shares which arise in connection with funds under control of an investment counselor shall be handled by that counselor in its discretion.

2.53 As a general rule, voting stocks held are to be voted by returning proxies to present management. When the Executive Director for Investments and Trusts determines that a vote with management would not be in the shareholder's best financial interest, or when a proposal under consideration is of a social nature, the matter will be referred to the Chancellor or, in his absence, to the Chairman of the Land and Investment Committee.

~~2.6 Implementation of Policies.~~

~~2.61 Approved List. -- A list of companies whose stocks are considered suitable for purchase or retention shall, after consultation with the Staff Investment Committee, the Investment Counsel, and the Investment Advisory Committee, be submitted by the Chancellor, the Vice Chancellor for Business Affairs, or the Executive Director for Investments and Trusts for approval by the Board through the Regents' Land and Investment Committee. -- This list will be reviewed annually.~~

~~2.62 Authority Regarding Purchase and Sale of Securities within the Limitations of these Rules and Regulations. -- The Chancellor, the Vice Chancellor for Business Affairs, or the Executive Director for Investments and Trusts is authorized to buy, sell, or exchange, from time to time, securities issued by the companies within the approved list, provided that sales in any one calendar month of stocks owned shall not exceed 2 1/2% of the book value of the PUF. -- With the approval of the Chairman of the Land and Investment Committee, or the Chairman of the Board, the Chancellor, the Vice Chancellor for Business Affairs, or the Executive Director for Investments and Trusts may sell stocks in excess of 2 1/2%, but not in excess of 5% of the value of the PUF. -- Sales of stocks in any one month in excess of 5% of the value of the PUF require prior approval of the Board.]~~

2.6 [3] Exchange of Bonds. The Chancellor, the Vice Chancellor for Business Affairs, or the Executive Director for Investments and Trusts is authorized

to exchange bonds owned, from time to time, on a par for par basis (with such cash adjustments as may be required) for other eligible bonds or obligations. In any such exchange the cost of the bonds exchanged out (plus or minus the cash adjustments involved) shall be carried forward as the cost of the bonds or obligations acquired, even though the sale and purchase may be effected through different brokers. Such sales and purchases may be considered as exchanges provided there has been an improvement in book yield

- 2.7 [2-64] Advice of Investment Advisory Committee. The Chancellor, the Vice Chancellor for Business Affairs, or the Executive Director for Investments and Trusts shall seek the advice and counsel of the Investment Advisory Committee at its regular quarterly meetings on all of the major matters involving the PUF.
- 2.8 [2-65] Reports of Purchases, Sales, and Exchanges of Investments. All purchases, sales, and exchanges of investments shall be reported for ratification by the Board through the Regents' Land and Investment Committee [~~at each meeting of the Board~~].
- 2.9 U. S. Government Insured Mortgages F.H.A., V.A., or Any Other Mortgage Loans Fully Guaranteed by the United States Government or Any Agency Thereof.
- 2.91 Minimum standards set up by F.H.A or V.A. shall be adhered to, and adequate Title and Hazard insurance policies must be carried by borrower. The policy of hazard insurance must be issued by an underwriter rated "A" or better by the then current issue of "Best's Insurance Reports: Property Casualty."
- 2.92 Implementation of Mortgage Loan Program: the Chancellor, the Vice Chancellor for Business Affairs, or the Executive Director for Investments and Trusts are each authorized to purchase insured mortgage loans and to execute such documents necessary in conducting a mortgage loan program, including the execution of assignments of any notes and liens when appropriate to do so.
- 2.93 The Chancellor, the Vice Chancellor for Business Affairs, or the Executive Director for Investments and Trusts are each authorized to take any and all steps as may be considered necessary or advisable to protect the interest of the PUF in event of default occurring with respect to any guaranteed loans, including the power to acquire title on behalf of the Board to the property securing any such note and to execute on behalf of the Board the necessary deed conveying the properties to the U. S. Government or department or agency thereof.
- 2.94 Minimum Standards for Seller-servicers from which FHA or V.A. Loans are Purchased:
- 2.941 The Seller-servicer must be an approved FHA or V.A. mortgagee and must have satisfactory credit rating and an unimpaired capital and surplus of at least \$1,000,000.
- 2.942 It must have been actively engaged for at least five years in the mortgage loan business, and except for commercial bank, the mortgage loan business must be its

principal business and must have a capable and experienced organization, together with the necessary equipment to furnish timely accounting on a block basis.

2.943 It must be servicing at least \$100,000,000 of loans, and its clients (other than Federal National Mortgage Assdociation) must include at least three institutional investors and must have a capability of producing not less than \$10,000,000 per year in FHA or V.A. loans.

2.944 It must carry a Mortgage Bankers Blanket Bond in an amount not less than \$500,000.

Sec. 3 Investment Policy for Trust and Special Funds.

~~[3.1-Investments-authorized-for-purchase-  
3.11]~~

3.1 Investments Authorized for Purchase.--Unless otherwise limited by the terms of the instrument by which the fund was created, trust and special funds under the control of the Board shall be invested and reinvested in such securities and investments as are permitted by the Texas Trust Act as legal investments for funds held by trustees.

~~[3.12-Except-as-broadened-by-the-foregoing-Section 3.11, the general statement of policies outlines in Section 2 with respect to the PUF shall likewise apply to the investment and management of any trust or special funds under the control of the Board.]~~

3.2 The provisions of Sections 2.6, 2.7, 2.8, and 2.9, with respect to the investment and management of the PUF, shall likewise apply to trust and special funds ~~[provided that approval by the Board shall be required before any stock is purchased which is not on the approved list].~~

Sec. 4. Investment Policy for Common Trust Fund.--The policies for the investment and management of funds for the System Common Trust Fund shall be the same as those outlined in Section 3 with respect to trust and special funds.

Sec. 5. Staff Investment Committee.

5.1 Membership.--The Staff Investment Committee shall consist of ~~[the Chancellor]~~ the Vice Chancellor for Business Affairs, the Executive Director for Investments and Trusts, the Investment Officer, and such other members as may be designated from time to time by the Chancellor or the Vice Chancellor for Business Affairs.

5.2 Duties.--The Staff Investment Committee shall cooperate and advise ~~[with]~~ the Chancellor ~~[the Vice Chancellor for Business Affairs, or the Executive Director for Investments and Trusts]~~ on matters relating to the management of investments ~~[for which he is responsible].~~

Sec. 6. Investment Advisory Committee.--The Investment Advisory Committee is and has been established in order to assist and advise the Chancellor, the Vice Chancellor for Business Affairs, and the Executive Director of Investments and Trusts with respect to matters relating to the management of investments for which said Executive

Director is responsible. The following rules shall apply to such Committee:

- 6.1 Membership.--Five members of the Committee shall be selected because of their particular qualifications and experience in the field of investments, including experience in bond and corporate stock investments.
- 6.2 Selection Procedure.--Appointments to such Committee shall be made by the Board after recommendation by the Chancellor.
- 6.3 Term of Office.--Each member shall serve a five year term on a rotating basis, with the term of one member expiring each August 31.
- 6.4 Meetings.--Meetings shall be held quarterly and at such other dates as may be considered advisable by the Chancellor.

Sec. 7. Investment Transactions.--Sales, purchases, and exchanges shall be effected through investment dealers or brokers in accordance with normal investment practices [~~if, in the judgment of the Chancellor, the Vice Chancellor for Business Affairs, or the Executive Director for Investments and Trusts, these services will produce the maximum benefit to the System~~].

✓ 2a. Proposed Amendment to the Regents' Rules and Regulations, Part One, Chapter II, Section 3, Subsection 3.1, Subdivision 3.11.--

RECOMMENDATION

Chairman Powell recommends that the lead-in paragraph of Subdivision 3.11 of Subsection 3.1 of Section 3 of Chapter II of Part One of the Regents' Rules and Regulations be amended to read as follows:

"3.11 Office of the Chancellor.

The Office of the Chancellor, by delegation from the Board, is authorized to exercise the powers and authorities of the Board in the governance of the System. Accordingly, recommendations from the chief administrative officers of the component institutions regarding the governance and management of the System shall flow to the appropriate Executive Vice Chancellor in accordance with the delineations of responsibility set out in these Rules and Regulations. Such recommendations subsequently shall have such coordination and consultation in the Office of the Chancellor as may be appropriate. The Office of the Chancellor will normally act through the chief administrative officer regarding the affairs of a component institution. The Office of the Chancellor, however, shall not be precluded from any direct participation and communication with institutional staff, faculty members, and groups. The major duties of the Office of the Chancellor include:"

BACKGROUND INFORMATION

The amendments to Chapter II of Part One of the Regents' Rules and Regulations adopted by the U.T. Board of Regents on August 14, 1981, created some ambiguity as to the manner in which paperwork requiring action is to flow through the Office of the Chancellor. This amendment is designed to make clear the Board's intent. The amendment is not designed to eliminate or cause the rerouting of routine, information-giving, or advice-seeking correspondence with any appropriate System Administration official.

✓ B. U. T. BOARD OF REGENTS AND U. T. SYSTEM ADMINISTRATION

3. Proposed Amendment to the Resolution Designating Managerial Group Authorized to Negotiate, Execute and Administer Classified Government Contracts.--

RECOMMENDATION

The Office of the Chancellor recommends that the Resolution designating the Managerial group authorized to negotiate, execute and administer classified Government contracts adopted at the August 13-14, 1981, meeting of the U.T. Board of Regents be amended to add Dr. Bryce Jordan, Executive Vice Chancellor for Academic Affairs, and Mr. Arthur H. Dilly, Executive Secretary to the Board of Regents, to the list of individuals known as the Managerial Group described in the Industrial Security Manual for Safeguarding Classified information.

BACKGROUND INFORMATION

The University of Texas Security Agreement with the Department of Defense requires that certain administrative officials be cleared for access to classified material and be formally designated and authorized as the Managerial Group to whom is delegated duties and responsibilities pertaining to protection of classified information and to negotiate, execute and administer Government contracts. These two additions will reflect changes in administrative personnel since approval of the Resolution and will bring up to date the list of those authorized for clearance under The University of Texas System Security Agreement. No other changes in the Resolution are involved.



✓ C. U. T. SYSTEM

4. Boiler and Machinery Insurance Coverage: Recommendation to Award Policy.--

RECOMMENDATION

The Office of the Chancellor recommends that the U. T. Board of Regents award the Boiler and Machinery Insurance coverage to the Arkwright-Boston Manufacturers Insurance Company, a member of the Factory Mutual System, for the period of October 8, 1981 through October 8, 1984. The basic policy conditions, coverages and dividends, except as provided below, remain the same. The total three-year net premium is \$96,900.00.

BACKGROUND INFORMATION

The University of Texas has for many years carried Boiler and Machinery Insurance with the Hartford Steam Boiler Inspection and Insurance Company. This policy has not been publicly bid since 1966. The primary reasons for continuing to renew with Hartford were: (1) no company, other than the Factory Mutual System, could offer the full range of engineering and inspection services that were available through Hartford; (2) this specialized market was sampled periodically to determine if other markets were available and to ensure that we were receiving a competitive price. Other satisfactory markets were not located and the premium paid to Hartford was reasonable and competitive with other available options; (3) prior to the issuance of the Attorney General Opinion H-755, State institutions were prohibited from doing business with Mutual Insurance Companies. This prohibition resulted from the fact that policyholders of such mutual companies essentially became a part of that company, and this occurrence was in violation of Article 3, Sections 50, 51 and 52 of the Texas Constitution. However, Attorney General Opinion H-755 stated that,

" State agencies may enter into contracts for non-assessable insurance policies with mutual insurance companies without violating Article 3, Sections 50, 51 or 52 of the Texas Constitution."

Proposals were submitted by the Hartford Steam Boiler Inspection and Insurance Company, Royal Insurance Company, Arkwright-Boston and Philadelphia Manufacturers Companies of the Factory Mutual System.

During the last year, the two above Factory Mutual Companies requested and were authorized to conduct an intensive on-site engineering review of University facilities. The interest of these two companies in the University's facilities created similar interest by the Royal Insurance Company, who also requested permission to conduct an engineering review. Upon completion of all the engineering reviews in early August, all three companies requested permission to submit proposals on the Boiler and Machinery Insurance coverage. In accordance with established practice, acceptance of the proposals was approved. A summary of the proposals is provided below.

Hartford was advised in early August of the impending alternate proposals and advised of their right to submit an amended policy proposal if they so desired. Hartford's amended policy proposal is also summarized on Page C of W - 14 .

BOILER AND MACHINERY INSURANCE PROPOSALS

	<u>The Hartford Steam Boiler Inspection &amp; Insurance Company</u>	<u>Royal Insurance Company</u>	<u>Philadelphia Manufacturers Company</u>	<u>Arkwright- Boston Insurance Co.</u>	
	<u>Present Policy</u>	<u>Proposed Policy</u>	<u>Proposal</u>	<u>Proposal</u>	
Gross Annual Premium	\$ 69,484	\$ 45,000	\$ 33,900	\$ 49,943 <sup>(A)</sup> 51,180 <sup>(B)</sup>	\$ 38,000
Dividend	10,422	6,750	-0-	7,991 <sup>(A)</sup> 8,189 <sup>(B)</sup>	5,700
Net Annual Premium	59,062	38,250	33,900	41,952 <sup>(A)</sup> 42,991 <sup>(B)</sup>	32,300
Coverage per accident- All U.T. locations	3,000,000	5,000,000	3,000,000	5,000,000 <sup>(A)</sup> 10,000,000 <sup>(B)</sup>	3,000,000
U.T. Austin only	N/A	2,000,000	N/A	5,000,000 <sup>(A)</sup> 10,000,000 <sup>(B)</sup>	10,000,000
U.T. Arlington only	N/A	10,000,000	N/A	N/A	N/A

Notes on Proposals:

1. Philadelphia Manufacturers submitted two proposals. The use of A and B is to indicate items differing between the two proposals.
2. All proposals include provisions for special engineering and inspection services at no additional cost.
3. All companies have a Best Key Rating of A+ and Class XV, the best rating available.
4. All companies possess the required technical manpower to perform specific engineering and inspection services.
5. Proposals by members of the Factory Mutual System can provide for non-assessable insurance policies as authorized by Attorney General Opinion H-755.

5. Proposed Basic Invention Administration Agreement with  
Research Corporation, New York, New York (Patent).--

RECOMMENDATION

The Office of the Chancellor recommends that approval be given to a basic Invention Administration Agreement between The University of Texas System and Research Corporation, a foundation which administers inventions for institutions of higher education. The Agreement is set out on pages C of W 16-31.

## BACKGROUND

In July, 1965 the Board of Regents approved an agreement with Research Corporation by which the University could, at its discretion, refer inventions to Research Corporation for administration (i.e. patenting and licensing). Research Corporation agreed to pay the costs of evaluating, patenting, licensing and administering the inventions while sharing any resulting royalties with The University of Texas System component institution involved and the inventor.

Because of recent changes in the tax law and regulations and certain changes in the field of technology transfer, Research Corporation has changed the form of its basic agreement, and has requested that The University of Texas System execute it as a substitute for the 1965 agreement. Most of the changes are language changes for clarification purposes. The major substantive change, made in order to assure that royalties received by Research Corporation will remain tax exempt under a recent Internal Revenue Service Ruling, states that if the Agreement terminates, the invention will be reassigned to the System only at the discretion of Research Corporation. The Agreement was drafted by Research Corporation in their standard form, executed by them and sent to the University for signing. Accordingly, its form differs in some minor respects from the agreement form The University of Texas System generally prefers to use.

Research Corporation was established over 65 years ago as a foundation to support science and technology. Under its Invention Administration Program, it serves approximately 270 universities, all of whom have been asked to execute this new agreement. While The University of Texas System now has its own in-house patent program, the Research Corporation program can serve, upon occasion, as an alternative.

INVENTION ADMINISTRATION AGREEMENT  
between  
RESEARCH CORPORATION  
and  
THE BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS

THIS AGREEMENT, made effective this            day  
of            , 198 , between THE BOARD OF REGENTS OF THE  
UNIVERSITY OF TEXAS, a state institution of higher education of  
the State of Texas, with offices at Austin, Texas 78701,  
hereinafter called "BOARD", and RESEARCH CORPORATION, a  
not-for-profit corporation incorporated and existing under the  
laws of the State of New York, having offices at 405 Lexington  
Avenue, New York, N. Y. 10174, hereinafter called "RESEARCH";

WITNESSETH THAT:

DEFINITIONS

As used herein the following defined terms shall have the  
meanings ascribed to them as follows:

"Invention" shall mean invention or discovery or novel  
plant variety. An Invention shall be "made" when it is  
conceived.

"Inventor" shall mean one who makes an Invention or one who  
is a breeder of a novel plant variety susceptible of protection  
by means of a Plant Variety Protection Certificate or the like.

"Patent" shall mean a patent or Certificate of Invention or  
Utility Model or Design Registration or Plant Variety

Protection Certificate or other form of protection for an Invention issued by a government or governmental agency.

"Patent Application" shall mean an application for a Patent.

"Patented" shall mean covered by a Patent.

"Patent Policy" shall mean the applicable policies, programs, regulations and expressed or implied contracts governing and/or determining the rights of BOARD and of all the institutions of higher education under BOARD's control, the latter hereinafter collectively called "UNIVERSITY", in and to the Inventions, Patent Applications and Patents of members of the faculty, staff, fellows, associates, students, employees of UNIVERSITY and others who may be subject thereto.

"Patent Rights" shall mean all right, title and interest in and to an Invention, any Patent Application filed or to be filed thereon and any Patent issued or issuing thereon, the right to file for any such Patent and to have any such Patent issued in the name of the owner or assignee and the right to claim any priority right to which the Inventor or anyone claiming under him may be entitled.

"Deductible Expenses" shall mean the sum of the out-of-pocket expenses incurred by RESEARCH for litigation in courts of record to obtain, or to assert or defend the validity or scope of, any Patent administered under this agreement; provided BOARD shall have given its written consent to treat such expenses as Deductible Expenses.

"Gross Income" shall mean all moneys and the money equivalent of any other consideration received by RESEARCH by reason of its ownership and administration of any Invention,

RJS:ta  
Fm V

The Bd. of Regents of the U. of Texas  
2/10,3/3/81:ar 1675W

Inst. No. 100

Patent or Patent Rights under this agreement, but shall not include any amounts paid by a licensee or prospective licensee of RESEARCH under any such Patent or Patent Rights expressly for the expenses of filing, prosecuting or maintaining any Patent Application or Patent on such Invention.

"Notice" shall mean written notice sent by prepaid, first-class, registered or certified mail, return receipt requested.

#### RECITALS

A. WHEREAS, BOARD believes that Inventions may be made by members of the faculty, staff, fellows, associates, students or employees of UNIVERSITY, or others covered by the Patent Policy, and represents that it has or will have the right to dispose of and/or to determine the disposition of such Inventions; and

B. WHEREAS, RESEARCH has had broad experience in the evaluation of Inventions for commercial and scientific utility, as a basis for determining the feasibility of seeking Patents thereon, and in introducing Inventions into use in the useful arts and manufactures and for scientific purposes; and

C. WHEREAS, BOARD desires that Inventions referred to in Paragraph A be evaluated, Patented and introduced into use in an effective manner and with due regard for the public interest; and

D. WHEREAS, BOARD further desires that any net income from such Inventions be used to provide means for the advancement

and extension of technical and scientific investigation, research, experimentation and education; and

E. WHEREAS, RESEARCH is a not-for-profit corporation organized for the purpose of providing means for the advancement and extension of technical and scientific investigation, research and experimentation, no part of the net earnings of which inures to the benefit of any private shareholder or individual; and

F. WHEREAS, RESEARCH is prepared to evaluate such Inventions, to obtain Patents on those which it selects, to introduce such selected Inventions into use through its ownership of any Patent Applications filed and Patents issued on them, primarily by issuing licenses to third parties, and to devote all net income resulting from the administration of such Inventions to the purposes of its charter as a not-for-profit corporation.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings herein contained, the parties DO AGREE AS FOLLOWS:

I. BOARD's Duties:

BOARD agrees to:

(1) Arrange, in its discretion, for the submission to RESEARCH of those it may select of the Inventions of members of the faculty, staff, fellows, associates, students and employees of UNIVERSITY and others covered by the Patent Policy, which BOARD owns or shall be entitled to own or license to others, or which BOARD may be entitled to own or license to others upon petition to a governmental or private granting or

contracting agency or organization, for evaluation by RESEARCH and administration under this agreement if accepted by RESEARCH.

(2) Assign or arrange for assignment to RESEARCH of its right, title and interest in and to such Inventions submitted to RESEARCH pursuant to Article I, paragraph (1) above, as RESEARCH shall elect to accept under this agreement, together with the Patent Rights thereon.

(3) In its discretion, recommend to any members of UNIVERSITY'S faculty, staff, fellows, associates, students, employees, or others covered by the Patent Policy, whose Inventions are not embraced within Article I, paragraph (1) above, that they submit to RESEARCH such Inventions for evaluation with the understanding that they will assign to RESEARCH their right, title and interest in and to those of the aforesaid Inventions submitted to RESEARCH which RESEARCH shall elect to accept under this agreement, together with the Patent Rights thereon.

(4) Afford to RESEARCH to a reasonable extent, upon request, the advice and assistance of such members of BOARD'S staff or faculty, staff, fellows, associates, students and employees or others covered by the Patent Policy in seeking Patents upon and otherwise administering under this agreement any Inventions accepted by RESEARCH hereunder, without charge therefor.

(5) Advise RESEARCH at the time of submission of any Invention to RESEARCH of any commitments BOARD or UNIVERSITY or an Inventor of such Invention has made to any third party for



licenses or other rights under such Invention and the Patent Rights thereon.

(6) Designate a member of BOARD's staff or of UNIVERSITY's faculty or staff as liaison with RESEARCH with the responsibility of assuring that BOARD's role in the identification and administration of Inventions under this agreement shall be carried out effectively; and notify RESEARCH in writing of each person so designated.

(7) Notify RESEARCH in writing in the event that it shall undertake to establish an office or other facility or operation (other than a member of BOARD's staff or UNIVERSITY's faculty or staff designated solely as liaison with RESEARCH pursuant to Article I, paragraph (6) above) for the administration, patenting or licensing of Inventions that might otherwise be submitted to RESEARCH for evaluation and possible administration under this agreement.

(8) Notify RESEARCH in writing of any other agreement or other arrangement it or UNIVERSITY has entered into or shall enter into with any other person or organization for the administration, management or licensing of Inventions that might otherwise be submitted to RESEARCH for evaluation and possible administration by RESEARCH under this agreement and advise whether or not such agreement or arrangement provides that such third party will have the right of first refusal as to any such Invention or the Patent Rights thereon.

II. RESEARCH's Duties: RESEARCH agrees at its own sole cost and expense to:

(1) Provide at its discretion such visitations to BOARD and UNIVERSITY as it may deem appropriate by staff or other professionals designated by RESEARCH, for the purpose of conferring with administrators, faculty, staff, fellows, associates, students, employees or others covered by the Patent Policy with a view toward identifying and assisting BOARD in identifying Inventions which may be the subject of this agreement and for the purposes of evaluating and licensing such Inventions and otherwise carrying out the purposes of this agreement.

(2) Evaluate all Inventions submitted to it by or on behalf of BOARD for administration under this agreement, and accept assignment of those of such Inventions, under the terms of this agreement, as it may determine in its discretion should be accepted for administration hereunder.

(3) Within a reasonable time after receipt by RESEARCH of any Invention submitted to it for evaluation under this agreement, advise BOARD in writing, either directly or through UNIVERSITY, of its decision to accept or reject such submitted Invention for administration hereunder. In the event RESEARCH's decision is negative with respect to acceptance of any Invention, BOARD shall, upon receipt of such written decision from RESEARCH, be free to apply for Patents, license others, and take such other steps with respect to such Invention as in its discretion it may see fit to do, all without further obligation under this agreement. In the event RESEARCH's decision is positive with respect to acceptance of any Invention, it will so advise the Inventor(s) in writing by

a letter, copy of which is to be acknowledged by the Inventor(s) and returned to RESEARCH.

(4) File United States Patent Applications on those of such Inventions as it may choose to accept for administration under this agreement and prosecute the same in good faith with the intention of securing issuance of Patents thereon.

(5) File corresponding foreign Patent Applications thereon, and prosecute the same in good faith with the intention of securing issuance of Patents thereon, all to the extent that it may in its discretion determine.

(6) Maintain such Patents and cause them to be worked, all to the extent that it may in its discretion determine.

(7) Attempt to introduce such Inventions, Patent Applications and Patents so assigned into public use and to secure a reasonable revenue therefrom in such manner as its considered judgment best dictates.

(8) On or about March 15 in each year make the following (a) income distribution computations and (b) payments of income shares, if any, due BOARD, for each BOARD Invention individually:

(i) Fifteen (15%) percent of the Gross Income shall be computed and paid to BOARD, its successors and assigns.

(ii) Subtract from eighty-five (85%) percent of the Gross Income the Deductible Expenses

incurred during the preceding calendar year; from the difference thus obtained subtract the Debit (defined below), if any, which was carried forward; if this subtraction produces a negative difference (a Debit), it shall be carried forward to be used in the following year's income distribution computation; if it produces a positive difference, fifty (50%) percent of such difference shall be paid to BOARD, its successors and assigns.

At the option of BOARD, expressed in writing to RESEARCH, any amount attributable to any Invention (or any portion thereof) that is payable to BOARD under this ARTICLE II, paragraph (3) shall be paid directly to the Inventor (or to the heirs, assigns or legatees of such Inventor), and, in the event of co-inventorship of any such Invention such amount shall be divided between or among the co-inventors in such manner as BOARD may determine and advise RESEARCH in writing.

(9) Furnish to BOARD simultaneously with the payments required under Article II, paragraph (8) above a report showing (a) activities during the preceding calendar year in connection with each Invention accepted hereunder, and (b) the computation of payments made under Article II, paragraph (8) hereof.

(10) Upon request by BOARD, furnish to each Inventor of an Invention accepted for administration under this agreement a report showing (a) activities during the preceding calendar year in connection with such Invention, and (b) the

computation of payments made as to such Invention under Article II, paragraph (8) hereof.

(11) Maintain at its offices, in usual form, books of record, ledgers and accounts relating to its activities under this agreement, all of which shall be open to examination by BOARD or its nominees during usual business hours.

(12) Issue to any third party any license or other right required by any contract between BOARD and such third party, entered into between BOARD and such third party prior to submission to RESEARCH, as to any Invention acquired by it under this agreement, and as to Patent Applications filed and Patents issued thereon.

(13) Continue as licensor, grantor or contracting party as to licenses, grants, working rights, agreements or other contracts to which any Invention, Patent Application or Patent acquired by it under this agreement is subject at the time of any further assignment thereof by RESEARCH, and to continue to report upon and make computations and payments of moneys under Article II, paragraph (8) hereof and to make reports under Article II, paragraphs (9) and (10) hereof, with respect thereto.

III. BOARD's Reserved Rights: BOARD reserves the right to:

(1) Terminate this agreement upon three (3) months' Notice to RESEARCH at any time; it being understood, however, that any Invention that shall have been submitted to RESEARCH under this agreement prior to the effective date of

termination thereof under this Article III shall be subject to this agreement if it is otherwise embraced within Article I hereof.

(2) At any time after three (3) months from the date of receipt by RESEARCH of any Invention submitted to it for evaluation under this agreement, give Notice to RESEARCH that RESEARCH must accept or reject such Invention within thirty (30) days of receipt of such Notice, and if RESEARCH fails to accept or reject the Invention within such thirty (30) day period BOARD shall thereafter be free to apply for Patents, license others, and take such other steps with respect to such Invention as it may see fit to do, all without further obligation to RESEARCH under this agreement. The provisions of this paragraph (2) shall not apply to any Invention that RESEARCH shall have submitted to a third party for screening, with approval of BOARD, in the course of evaluation of such Invention, unless and until such third party shall have advised RESEARCH that it is not interested in or is not continuing its evaluation of such submitted Invention.

IV. RESEARCH's Reserved Rights: RESEARCH reserves the right to:

(1) Terminate this agreement upon three (3) months' Notice to BOARD at any time; provided, however, that any Invention that shall have been submitted to RESEARCH under this agreement prior to the effective date of termination thereof under this Article IV shall be subject to this agreement if it is otherwise embraced within Article I hereof.

(2) Give Notice to BOARD of its intention to abandon any Patent Application or Patent subject to this agreement and thereafter abandon or take no further action as to such Patent Application or Patent, unless within sixty (60) days after such Notice BOARD shall have requested RESEARCH in writing to assign such Patent Application or Patent to BOARD or its nominee, in which event RESEARCH shall so assign such Patent Application or Patent as requested.

(3) Give Notice to BOARD of its intention not to proceed further with the introduction into public use of any Invention, Patent Application or Patent which has been accepted by RESEARCH under this agreement, and thereafter in its discretion cease such introduction; upon written request by BOARD, RESEARCH shall assign such Invention, Patent Application or Patent to BOARD or its nominee.

(4) In its discretion assign to BOARD or its nominee, upon any termination of this agreement, its right, title and interest in and to any Invention assigned to RESEARCH hereunder, together with any Patent Applications filed and Patents issued thereon and all right to damages for infringements of such Patents taking place after such termination, but subject to any licenses, grants, working rights, agreements or other contracts with respect thereto theretofore made by RESEARCH.

(5) Receive for the general purposes of its charter out of any moneys received by its assignee or assignees under Article IV, paragraph (4) of this agreement by reason of such assignee's or assignees' ownership and/or management of any

Inventions, Patent Applications or Patents so assigned or thereafter filed or issued thereon, an amount corresponding to any Deductible Expenses not theretofore recovered by RESEARCH through subtraction under Article II, paragraph (8) (ii) hereof as to such Invention and thirty (30%) percent of the amount remaining following deduction and subtraction therefrom by such assignee or assignees of any sums needed to reimburse such assignee or assignees for such expenses as RESEARCH and such assignee or assignees may have previously agreed upon in writing as expendable for litigation in courts of record to obtain, or to assert or defend the validity or scope of, any such Patent.

(6) Retain for use in accordance with the general purposes of its charter the balance of any Gross Income remaining after making the payments specified in Article II, paragraph (8) hereof.

#### V. ARBITRATION

Any controversy or claim arising out of or relating to this agreement or the breach thereof shall be settled by arbitration, in accordance with the Rules, then obtaining, of the American Arbitration Association, and judgment upon the award rendered may be entered in the highest court of the forum, state or federal, having jurisdiction.

#### VI. GOVERNMENT RIGHTS

This agreement is expressly subject to such terms and conditions as may be imposed on the patenting, licensing,



disposition, administration, or royalty distribution of any Invention administered hereunder and the Patent Rights thereon as the result of any rights the United States Government may have or be entitled to have in such Invention or Patent Rights as the result of any contract, grant or funding related to the research or other work that resulted in such Invention.

VII. INVENTIONS RESULTING FROM RESEARCH CORPORATION GRANTS

Nothing contained in this agreement shall be construed to require BOARD or any Inventor to submit or assign to RESEARCH any Invention resulting from research or other work conducted pursuant to a grant from RESEARCH under which RESEARCH shall have waived its right in and to any Invention or Patent Right on such Invention, provided, however, that BOARD or any such Inventor may in its discretion submit or assign any such Invention to RESEARCH for administration under this agreement.

VIII. PRIOR AGREEMENT SUPERSEDED

This agreement shall apply to all Inventions of UNIVERSITY's faculty, staff, fellows, associates, students, employees or others covered by the Patent Policy which are henceforth submitted or assigned to RESEARCH and shall be in lieu of the parties' prior agreement dated the 22nd day of July, 1965, which shall, nevertheless, continue in full force and effect as to any Inventions heretofore submitted to RESEARCH for evaluation pursuant thereto, except to the extent that the parties and respective inventor(s) in each case may mutually agree to treat any such previously submitted Invention

RJS:ta  
Fm V

The Bd. of Regents of the U. of Texas  
2/10,3/3/81:ar 1675W

Inst. No. 120

as though it were submitted for evaluation under the terms of this agreement.

IX. NOTICE

Any notice to be given under this agreement to BOARD or to RESEARCH shall be deemed properly and sufficiently given if mailed by first-class certified or registered, postpaid mail to:

BOARD, as President  
The Board of Regents of the  
University of Texas  
Austin, Texas 78701; and

RESEARCH, as President  
Research Corporation  
405 Lexington Avenue  
New York, New York 10174

Each party reserves the right to change such officer and address for notification, by notice so given.

X. LAW GOVERNING

This agreement shall be governed and construed according to the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed and their corporate seals to be hereunto

RIS:ta  
Fm V

The Bd. of Regents of the U. of Texas  
2/10,3/3/81:ar 1675W

Inst. No. 190


affixed, all by their corporate officers thereunto duly  
authorized, on the date(s) indicated below to be effective as  
of the day and year first above written.

RESEARCH CORPORATION

Attest:

James M. McKeeth  
Assistant Secretary

By James S. Coles  
President

Date: May 27, 1981 

THE BOARD OF REGENTS OF THE  
UNIVERSITY OF TEXAS

Attest:

\_\_\_\_\_  
(title; seal)

By \_\_\_\_\_  
(title)

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

✓ D. U. T. AUSTIN

6. Request for Permission for Individual to Serve on the Board of Directors of the State Bar of Texas | Regents' Rules and Regulations, Part One, Chapter III, Sections 13.(10) and 13.(11)| --

RECOMMENDATION

The Office of the Chancellor concurs with President Flawn's request for approval of the appointment of Professor Lynn F. Anderson, Lyndon B. Johnson School of Public Affairs, to a public, non-lawyer position on the Board of Directors of the State Bar of Texas and recommends that the U.T. Board of Regents find 1) that the holding of this office is of benefit to the State of Texas; and 2) that there is no conflict between his position as Professor in the LBJ School of Public Affairs and that of member of the Board of Directors of the State Bar of Texas.

This appointment to be made by the Supreme Court of Texas, subject to senatorial confirmation, is non-remunerative and would be for a three-year term.

BACKGROUND INFORMATION

Professor Anderson's service in this capacity would be of value to the Lyndon B. Johnson School of Public Affairs, U.T. Austin, and the U.T. System. The recommendation is in accordance with approval requirements for positions of honor, trust, or profit provided in Article 6252-9a of Vernon's Civil Statutes, and Part One, Chapter III, Sections 13.(10) and 13.(11) of the Regents' Rules and Regulations.

- ✓ 7. Proposed Contract with Siemens Aktiengesellschaft (Patent). --

RECOMMENDATION

The Office of the Chancellor concurs in the recommendation of President Flawn that the contract set out on pages C of W 33-39 between U.T. Austin and Siemens Aktiengesellschaft concerning the commercial use of a German-English machine translation system be approved.

BACKGROUND INFORMATION

Since March, 1979 U.T. Austin has received approximately \$182,381 from Siemens Aktiengesellschaft for research at U.T. Austin's Linguistics Research Center on a German-English machine translation system. In that research agreement, the parties agreed that no commercial use would be made of the results of the research by Siemens Aktiengesellschaft without further discussion and execution of an additional contract. The contract for which approval is sought today is that additional contract. It provides that Siemens Aktiengesellschaft has the exclusive right to use the machine translation system for commercial purposes. In exchange for that right, U.T. Austin will receive a royalty of 25 percent of Siemens Aktiengesellschaft's earnings from the date of this agreement until December 31, 1991. Thereafter a 15 percent royalty will be received by the University. If **commercial use of the System** is made using languages other than in the German-English direction, royalties will be 25 percent of the earnings from the date of the agreement until 1986 and 15 percent thereafter. In addition, U.T. Austin will retain the right to publish scholarly articles regarding the machine translation system, and to use the translation system at the Linguistics Research Center. The contract extends until 1998.

Although not included in this agreement, it is anticipated that Siemens Aktiengesellschaft will continue to fund research for an undetermined period of time at the Linguistics Research Center. The research is under the direction of Dr. Winfred P. Lehmann, Director of the Center. Anticipated funding for 1981-82 is \$114,029.97.

## CONTRACT

This contract is made and entered into on the last date herein written, between SIEMENS AKTIENGESELLSCHAFT, located in Berlin and Munich, Federal Republic of Germany (referred to below as "SIEMENS"), and The Board of Regents of THE UNIVERSITY OF TEXAS SYSTEM (referred to as "UNIVERSITY"), acting for and on behalf of The University of Texas at Austin, located in Austin, Texas, U.S.A. SIEMENS and UNIVERSITY are referred to collectively as "PARTIES" and individually as "PARTY".

WHEREAS, the PARTIES made an agreement, dated March 14, 1979, (referred to below as "AGREEMENT") concerning collaboration between SIEMENS and the UNIVERSITY'S Linguistic Research Center for the future development of the machine translation system called the System METAL; and

WHEREAS, in the AGREEMENT, UNIVERSITY declared itself ready to place at SIEMENS' disposal all current and future research results, and SIEMENS pledged in Paragraph 10 that before passing any research results on to third parties it would seek UNIVERSITY'S consent;

NOW THEREFORE, in consideration of the mutual promises and agreements set forth herein, the PARTIES agree as follows:

### 1. Definitions

1.1 "The System METAL" is the language-independent machine translation System METAL, consisting of the linguistic segment, the program structures, the software modules and other language-independent components which UNIVERSITY controls.

1.2 "RESULTS" are all research results available at the time of execution of this Contract and to be available in the future which have arisen from the collaboration between SIEMENS and UNIVERSITY with reference to the System METAL. RESULTS include for example and without being limited to, all original programs, all improvements, and extensions of these programs, all new additional programs, all language-independent and language-dependent portions as well as all appertaining system-documentation, regardless of whether developed by one PARTY alone or by both PARTIES in collaboration, and regardless of whether they are patentable. RESULTS therefore also include language-dependent components, such as, grammars for source and target languages, transfer rules and lexical entries.

21.8.1981

2.3 "EARNINGS" are gross amounts received by SIEMENS and its affiliates for granting of user rights for the System METAL less reasonable costs, such as, expenses of concluding the relevant user contracts (including travel), cost of software copies, costs of implementation and maintenance, preparation of documentation and shipping, all to the extent that these costs are not defrayed by customers and are actually paid by SIEMENS and its affiliates.

## 2. Formal Arrangements for Further Collaboration

2.1 Formal arrangements for continuing collaboration will be made periodically by letter agreement or extensions thereof between UNIVERSITY and SIEMENS. UNIVERSITY will make every effort to develop the System METAL and accompanying language-dependent components for the language pair, German (source language) and English (target language), to production readiness in accordance with specifications as per Annex 1, and schedules, as per Annex 2.

2.2 In order to contribute to the achievement of the goal of production readiness of the System METAL, SIEMENS may furnish to UNIVERSITY additional services in accordance with its own judgment and at its own expense.

2.3 The PARTIES will discuss the progress of the research and development at least twice annually.

2.4 The PARTIES will, by mutual agreement, determine that the goal stated in Paragraph 2.1, above has been achieved. Arrangements concerning further collaborative work on the application of the System METAL to other language pairs will be made through periodic letter agreements between the PARTIES.

2.5 This Contract will control the commercial use of the System METAL by SIEMENS or third parties, so that any future letter agreements whereby SIEMENS may grant funds to UNIVERSITY for research will be silent on the matter.

## 3. Rights of Use

3.1 UNIVERSITY agrees that SIEMENS will have the exclusive right to use the RESULTS, whether controlled by UNIVERSITY alone or in conjunction with SIEMENS, except for the exclusion in Paragraph 3.4, below. SIEMENS will also have the right to transfer its right to use RESULTS or to utilize RESULTS in conjunction with other parties.

3.2 If there are patentable discoveries or ideas in RESULTS, and UNIVERSITY chooses not to apply for patents on its own or in conjunction with SIEMENS, then SIEMENS may apply for patents in its own name in the countries of its choice.

The inventor will be named on the patent application in accordance with the current valid legal requirements of the country of application. SIEMENS may pursue or abandon the patent applications it files at its own discretion. To the extent that SIEMENS requires assistance in making the patent applications, UNIVERSITY will promptly assist. All costs will be borne by SIEMENS, and all resulting patents will be owned by SIEMENS.

3.3 If the RESULTS are protected by copyright in any country, UNIVERSITY agrees that SIEMENS shall have the exclusive, transferable unlimited right to make use of RESULTS for purposes of the copyright application and for purposes of granting rights to third parties to use RESULTS. The applications for copyright and granting of rights of use to third parties shall be done solely in accord with SIEMENS own judgment.

3.4 Notwithstanding Paragraphs 3.1, 3.2, or 3.3, SIEMENS agrees that UNIVERSITY shall be entitled to use the RESULTS free of charge for its own non-commercial purposes as well as to grant government agencies of the United States rights to free use of RESULTS for non-commercial purposes. SIEMENS grants this right to UNIVERSITY on a non-exclusive and non-transferable basis. It applies to all RESULTS, whether made by SIEMENS alone or in conjunction with UNIVERSITY.

3.5 UNIVERSITY is entitled to publish scholarly articles concerning RESULTS so long as the purpose of the publication is academic, and not commercial, and so long as trade secrets of SIEMENS, including the METAL system source code, are not disclosed. UNIVERSITY shall submit all proposed publications to SIEMENS for review so that SIEMENS may assure that none of such trade secrets are disclosed.

#### 4. Royalties

4.1 In exchange for the rights granted by UNIVERSITY to SIEMENS in Paragraphs 3.1, 3.2, and 3.3, SIEMENS will pay UNIVERSITY the following continuing royalty:

4.11 For commercial use of the System METAL in the language direction, German (source language) to English (target language), twenty-five percent (25 %) of EARNINGS until December 31, 1991, and fifteen percent (15 %) of EARNINGS after December 31, 1991.

4.12 For commercial use of the System METAL in all other language directions, twenty-five percent (25 %) of EARNINGS until December 31, 1986, and fifteen percent (15 %) of EARNINGS after December 31, 1986.

4.1 The royalty will be computed on each September 30th for the preceding twelve months, and payment will be made immediately. All payments shall be converted to United States dollars at the rate of exchange at which United States dollars are legally obtainable for German marks on the day of remittance. Conversion of the amounts paid in other currencies into German marks will take place at the time of these payments. Payments will be made to "The University of Texas at Austin".

## 5. Confidentiality Guarantees

5.1 The PARTIES agree to treat as confidential for the duration of this Contract and thereafter, the RESULTS and any other confidential information it has obtained from the other PARTY as a result of the collaborative research. Information or RESULTS which are in the public domain, and are accessible to the public, are excluded from the Confidentiality Guarantee. Also excluded are the RESULTS which it is necessary to transmit to licensees or sublicensees in order to grant licenses or sublicenses under Paragraph 3.

Either PARTY who claims that RESULTS are in the public domain or are accessible to the public carries the burden of demonstrating their claim.

The PARTIES agree that when either grants a license or sublicense in accordance with Paragraph 3, it will impose on the licensee or sublicensee the obligation of complying with the Confidentiality Guarantees in Paragraph 5.

5.2 Neither PARTY guarantees the quality of RESULTS transmitted to the other under this Contract. However, if there are oversights, they will be corrected without delay. In addition, neither PARTY guarantees that the rights granted by it can be exercised free of patent rights of a third party.

## 6. Length of Contract

6.1 The Contract becomes effective at the time of signature of the last Party to sign, and terminates on December 31, 1998 unless extended by mutual agreement.

6.2 The Contract may be cancelled only upon serious grounds. Serious grounds may include, but are not limited to the following:

6.21 If one PARTY purposefully delays the completion of its obligations under the Contract, the other PARTY may notify the delaying PARTY of the breach and demand compliance. If the delaying PARTY has not remedied the delay within ninety (90) days, the other PARTY may cancel the Contract upon notice to the delaying PARTY. This right to cancel is voided in any individual case if the delaying PARTY is not notified within forty-five (45) days after the above-named ninety (90) day period has passed.



6.22 Either PARTY may cancel if either SIEMENS or the LINGUISTICS RESEARCH CENTER at THE UNIVERSITY OF TEXAS is legally or organizationally dissolved or taken over by a third party or declared bankrupt or insolvent or under receivership by a court of law in the PARTY'S respective country.

6.23 Either PARTY may cancel if there is failure to attain the goal of collaboration described in Paragraph 2.1 by December 31, 1983, unless the PARTIES mutually agree to extend this date.

6.3 The obligations and rights described in Paragraph 5, Confidentiality Guarantees, and Paragraph 3, Rights of Use, remain in full force and effect after termination of this Contract.

7. Miscellaneous Provision

7.1 Any cancellation, modifications, or additions to this Contract must be made in written form signed by the PARTIES.

7.2 The rights and duties under this Contract may only be assigned to a third party after the written agreement of both PARTIES is obtained.

7.3 SIEMENS agrees not to use UNIVERSITY'S name in any promotional materials or advertisements without UNIVERSITY'S prior written approval.

7.4 In case of irreconcilable differences between the PARTIES, the place of arbitration shall be Zuerich, Switzerland.

THIS AGREEMENT is executed in multiple originals on this ..... day of ....., 19 .., to be effective .....

ATTEST:

THE BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM

.....  
Secretary

By:.....  
(Its Duly Authorized Chairman)

ATTEST:

SIEMENS AKTIENGESELLSCHAFT

.....  
Secretary

By:.....  
(Individual Authorized to Sign)  
Herr Vollberg                      Herr Loerbroks  
Board of Directors      Board of Directors

Approved as to Content:

*[Handwritten Signature]*

Approved as to Form:

*Katherine L. Chapman*  
.....  
Office of General Counsel

ANNEX 1

to the contract between THE UNIVERSITY OF TEXAS SYSTEM and SIEMENS dated ....., "specifications of the METAL-system (achievement of production)"

The System METAL is capable of translating non-literary texts of any kind. A machine readable German text is processed without the necessity of treating separately inserted tables, graphics or other special forms.

Sentence boundaries are recognized mechanically; the individual sentences are translated mechanically and after translation into English reinserted in the same position of the text, so that the original format of the text is preserved and the translated text does not have to be reinput for possible further treatment.

The System METAL is also capable of translating texts of complex syntax and semantics at favorable cost, i.e. so that the cost of post-editing for a text translated by the System METAL is not higher than the cost of revision which would be necessary for the same text as translated by humans, and that the expense for computer time, text preparation etc. does not exceed \$ 20.00 for a 250-word page. These conditions are made on the assumption of implementation on a computer owned by SIEMENS.

The System METAL is so planned that it is possible to achieve from one source language equivalents in several different target languages, without repeating the analysis phase.

ANNEX 2

To the contract between THE UNIVERSITY OF TEXAS SYSTEM and SIEMENS dated ....., "schedule of development of the system to achievement of production"

- May, 1981: Lemmatization- and concordance programs implemented; Automatic dictionary comparison
- July 1981: "blind" 200-page test (Text 4)
- Sept. 1981: second run of the 200-page text with improved grammar (Text 4)
- Oct. 1981: Implementation of the "best path" parser
- Nov. 1981: "blind" 200-page test (Text 5)
- Jan. 1982: second run of the 200-page text with improved grammar (Text 5)
- March 1982: "blind" 200-page test (Text 6)
- June 1982: second run of the 200-page text with improved grammar (Text 6)
- June to Oct. 1982: system documentation
- Nov. 1982: implementation of the system at Siemens
- Jan. 1983: achievement of production with the German-English system

It is estimated that a minimum of 75 percent of the CFA members will receive three or more appearances on television during the course of the four-year agreement.

3. Nothing contained in the agreement restricts the CFA members' ability "to exploit in other media CFA games not telecast by NBC." It is anticipated that the CFA will develop a supplementary series for cablecast. The CFA will not, however, develop any policy related to cable and subscription television without the full participation and approval of the membership.
4. The basic format of the CFA/NBC agreement provides for 23 exposures, although the network has the option of utilizing only 22 exposures each year. The basic format provides for 14 national exposures and eight or nine regional exposures and a total of 92 team appearances annually.
5. The CFA Television Plan provides that an eight percent assessment from total television rights from the CFA/NBC agreement should be forwarded to the NCAA to provide financial support for the services offered by the NCAA. The revenue obtained from such an assessment may be used at the direction of the NCAA Executive Committee.
6. Network payments made under the agreement are subject to an allocation of one percent to be used at the direction of the CFA Board of Directors in funding the administration of the CFA.
7. Contracts for each game to be telecast by NBC pursuant to the agreement shall be signed individually and directly with each CFA member university holding the rights to such telecast.
8. NBC has committed itself to telecast a minimum of six and maximum of 12 prime time exposures each year on Saturday evenings. In addition, there will be an attractive schedule of Saturday afternoon games.

The terms and conditions of the telecast agreement with NBC are considered by The University of Texas at Austin to be more advantageous than the current television agreement that was negotiated by the NCAA which expires at the end of the 1981 football season. The NCAA is currently negotiating an agreement with CBS and ABC, but such negotiations have not culminated in a written commitment that has been circulated to the NCAA membership. From the information released by NCAA regarding the CBS/ABC agreement, it appears to The University of Texas at Austin that the NBC agreement is superior to the forthcoming NCAA/CBS/ABC agreement.

## AGREEMENT

THIS AGREEMENT, dated the \_\_\_\_\_ of \_\_\_\_\_, 1981, by and between the College Football Association on behalf of its member universities ("CFA") and the National Broadcasting Company, Inc. ("NBC") for the disposition of certain media exhibition rights to the football games played by CFA member universities.

WHEREAS, the right to broadcast, telecast, cablecast and/or otherwise exploit in any form of communications media an institutional football contest is the sole property of each university, subject to its exclusive control; and

WHEREAS, the CFA and its member universities desire to exercise their aforesaid property rights in a manner which best serves the public interest, the long-term interests of the sport of college football, and the common interests of the National Collegiate Athletic Association and CFA member universities; and

WHEREAS, NBC is interested in acquiring certain media exhibition rights to the sport of college football in such a manner as best serves all of the foregoing interest;

NOW, THEREFORE, the CFA, its member universities and NBC do hereby covenant and agree as follows:

### 1. DEFINITIONS

- (a) "Appearance" - a single team's participation in a single game, telecast live by a network.
- (b) "Exposure" - A network's telecasting on a single date of a live game into each television market, in the case of regional telecasts to be on a cumulative basis.
- (c) "National" Exposure, Telecast or Appearance - Descriptive of a network's telecast of a single game for national coverage which reaches approximately 100% of the domestic NBC broadcast area on a simultaneous basis.
- (d) "Regional" Exposure, Telecast or Appearance - Descriptive of a network's telecast of two (2) or more games in specific geographical areas, the combination of which provides for national coverage.
- (e) "Prime Time" - prime time constitutes the hours between 8 PM and 11 PM Eastern Time. According to normal network patterns, prime time in the Central Time Zone is between 7 and 10 PM, and in the Mountain Time Zone between 6 and 9 PM. Broadcasts in "prime time" on the Pacific Coast could be made between the hours of 5 PM PT and 11 PM PT.

(f) "College Football Season" - A season shall encompass college football games played on Saturdays or on such other days as a university may schedule its football contests beginning with the first Saturday in September and continuing through and including the second Saturday in December, or any extension of the season through any games which may be authorized by the CFA or other appropriate body, but not including traditional college football bowl games, and shall include Thanksgiving Day and the Friday following Thanksgiving, and may include Labor Day.

(g) "Telecast" or "Telecasting" - Dissemination by means of over-the-air, conventional television stations, which may include standard cable television redistribution thereof, but shall not include any origination intended for cable television, Subscription (or pay) Television, Multipoint Distribution Service, Low Power Television, direct satellite-to-home transmission or any other non-conventional mode of telecasting.

(h) "College Football Association" or "CFA" - A voluntary association of major intercollegiate football-playing universities, acting herein on behalf of its member universities in the disposition of those media exhibition rights as contracted for in the Agreement.

(i) "CFA Member" - A university which is a member of the College Football Association, subscribing to the Articles of Association of the CFA, and which may or may not agree to be bound by this Agreement.

(j) "CFA Television Committee" - A Committee formed by action of the CFA Board of Directors or the CFA membership for purposes of developing, implementing and administering plans and policies for the exploitation of media rights, as consented to by the CFA membership.

2. EFFECTIVE DATE: TERM

(a) This Agreement shall become effective immediately upon execution, subject to ratification by the CFA membership on or before August 31, 1981. It is understood that if this Agreement is thus ratified, any CFA member nevertheless may elect not to be bound by it by providing written notification to that effect to the CFA on or before September 10, 1981. The CFA shall promptly notify NBC in writing which CFA member universities have agreed to be bound. If not all have thus agreed, NBC may notify the CFA Executive Director in writing within ten (10) days after receiving such notice that NBC deems the inventory of participating teams to be unacceptable in light of the purposes of this Agreement, in which case NBC shall have the right to terminate this Agreement.

(b) This Agreement shall continue in full force and effect through the college football season of 1982, 1983, 1984, and 1985. This Agreement may be renewed by the parties for additional years subsequent to the term hereof pursuant to the provisions of paragraph 10.

### 3. SCOPE OF RIGHTS

The CFA as agent for those universities which agree to be bound by this Agreement, grants to NBC exclusive worldwide telecasting rights to CFA games which NBC selects for telecast. In addition, NBC, the CFA, and those universities which are bound by this Agreement shall exploit on a partnership basis all other visual media (but which shall not include radio) rights to CFA games which NBC telecasts according to terms and conditions to be determined by the mutual agreement of the parties. The event or events licensed hereby include without limitation any pre-event, intermission, and post-event activities, and "color" and background of the event. The rights granted herein include the exclusive right to telecast highlights of NBC telecast games in news or sports news programs (commonly the subject of news exchange agreements) and/or other highlight programs to be telecast on NBC such as weekend, season-end or year-end highlight programs, but this right does not include the right to combine and sell or distribute these highlights as separate programs. Nothing herein shall restrict the CFA's ability, with the permission of those universities which are bound by this Agreement, to exploit in other visual media games of such CFA members not telecast by NBC, except for the exclusivity limitations specified in paragraph 13, nor an individual university's rights pursuant to the CFA Television Plan.

### 4. RIGHTS PAYMENTS

(a) For all of the rights and obligations acquired hereunder and contingent upon the full and faithful discharge of all obligations incurred by the CFA and its member universities, NBC agrees to pay to the CFA, CFA member universities who agree to be bound by this Agreement, and to other universities who play CFA members in games telecast pursuant to this Agreement, the total aggregate compensation of not less than One hundred eighty million dollars (\$180,000,000.00).

(b) Compensation shall be paid to each individual university for games in which it participates and which are telecast pursuant to this Agreement according to the following appearance-based formula:

- (i) During the two year period of the 1982 and 1983 seasons:
  - a. To each CFA University bound by this Agreement for its first regional appearance, the sum of \$425,000.00;
  - b. To each CFA university bound by this Agreement, for each regional appearance subsequent to the first, the sum of \$360,000.00;
  - c. To each other university playing a CFA university bound by this Agreement in a game telecast pursuant to this Agreement, for each regional appearance beginning with the first, the sum of \$360,000.00; and
  - d. To each university for each national appearance in a game telecast pursuant to this Agreement, the sum of \$550,000.00.

- (ii) During the two year period of the 1984 and 1985 seasons:
  - a. To each CFA university bound by this Agreement for its first regional appearance, the sum of \$575,000.00;
  - b. To each CFA university bound by this Agreement, for each regional appearance subsequent to the first, the sum of \$434,000.00;
  - c. To each other university playing a CFA university bound by this Agreement in a game telecast pursuant to this Agreement, for each regional appearance beginning with the first, the sum of \$434,000.00; and
  - d. To each university for each national appearance in a game telecast pursuant to this Agreement, the sum of \$625,000.00.

(c) The foregoing appearance compensation schedule is based on the following assumptions: 92 team appearances annually; 14 national exposures; and 8-9 regional exposure sufficient to supply the remaining team appearances. It is recognized that should these assumptions be changed consistent with this Agreement, adjustments may have to be made in the payments specified above for regional and national appearances in order to satisfy the total compensation specified, provided, however, that in no case shall any CFA member university which agrees to be bound by this Agreement and is eligible to appear on television



under applicable rules governing intercollegiate competition be paid less than \$1 million over the four year term of this Agreement. Further, should NBC acquire and telecast more than 92 team appearances in any one year it is understood that the additional appearances must be separately compensated above the compensation noted in subparagraph (a) at an appearance rate equal to that specified above.

(d) It is understood that all network payments made under this Agreement are subject to an allocation of one percent (1%) thereof to be used at the discretion of the CFA Board of Directors in funding the administration of the CFA. Accordingly, NBC may make payments directly to the CFA Executive Director for this purpose, annually, in advance of the appearance fee payments provided for in subparagraph (b) of this section and thereafter deduct 1% from each such appearance fee payment. Such payments to the CFA shall not be due before March 1, 1982, or before August 1 of subsequent years.

(e) Contracts for each game to be telecast hereunder shall be signed individually and directly with each university holding the rights to such game, pursuant to the provisions of this Agreement and the compensation formula specified above. Any questions which may arise hereunder shall be referred to the CFA Television Committee for resolution between it and NBC.

(f) Payments shall be made within 10 days after completion of a game directly to each university participating therein, provided, however, that no payment shall be due before November 1 of the respective season.

#### 5. DATES, GAMES, AND SERIES FORMAT

NBC shall present a minimum of 22 and a maximum of 23 exposures of CFA football each year in any combination of 10 to 17 national exposures and 6 to 12 regional exposures which provides for an annual average of approximately 92 team appearances. NBC shall present between 6 and 12 prime time exposures each year principally on Saturday evenings, but during the first year of this Agreement shall guarantee the telecasting of 11 prime time exposures. All games played by a CFA member university bound by this Agreement shall be available to be selected by NBC for telecast, subject to the approval of the CFA Television Committee, not to be withheld unreasonably, and subject to the provisions of paragraph 7 below, and shall not be available for telecast by any other network. NBC shall not be obligated to telecast games on the second Saturday in December and shall notify the CFA of its intention for that date not later than September 1 of

the respective season. The parties acknowledge that certain games may have to be moved with the consent of the teams, to accommodate prime time telecasts. Regional telecasts shall be transmitted to a meaningful geographical region which corresponds to an area of natural interest in the games of a particular university as determined by NBC, subject to the approval of the CFA Television Committee.

#### 6. APPEARANCE REQUIREMENTS AND LIMITATIONS

Over the term of the Agreement each CFA member shall appear at least once in each of the two (2) two-year cycles into which the full term of the Agreement shall be divided for administrative purposes. No university may appear in more than 7 telecasts in each of the two-year cycles referred to above, and no more than 4 telecasts in any one year, and in no more than 5 national telecasts in each of the two-year cycles referred to above. The appearance of a CFA university pursuant to the provisions of paragraph 7 below in a non-NBC telecast game shall not count against the foregoing appearance limitations.

#### 7. CONSENT OF AN OPPONENT

(a) All games between CFA member universities bound by this Agreement shall be available for telecast by NBC and shall not be available for telecast by any other party.

(b) When only one of the teams in a game represents a CFA university bound by this Agreement, that team is the "away" team, and the other team holds legal authority over the disposition of media rights to the game, the CFA university agrees to use its best efforts to acquire the rights necessary under this Agreement to permit NBC to exhibit that game should that game be selected for presentation by NBC. Further, the CFA university shall not consent to the media exhibition of that game by any party other than NBC unless the CFA member receives in exchange the reciprocal consent of the other team to be telecast on NBC when the CFA member is the "home" team, during the term of this Agreement. The exchange of consent in this manner must be numerically equivalent during the term of this Agreement, unless otherwise agreed to by NBC and the CFA Television Committee. The CFA member may consent to such an appearance outside the scope of this Agreement no more than once each year.

(c) When only one of the teams in a game represents a CFA university bound by this Agreement, that team is the "home" team, and the other team is visiting, the CFA university agrees to use its best efforts to

obtain the consent, if necessary, of the other team to appear on an NBC presentation of the game, according to terms and conditions as may be agreed upon between the two universities. In any event, the CFA member may not consent to have that game exhibited by any other party other than NBC without NBC's prior written consent.

8. OBLIGATIONS OF THE CFA AND MEMBER UNIVERSITIES

Each member university whose football games are selected for telecast by NBC agrees to provide all elements of the game, to cooperate and assist NBC in the planning and presentation of the event, including the provision of a contact man and spotter, and to accord NBC and its personnel free and unrestricted access to the site of the game and all associated areas and the right to install, maintain and operate all equipment which may be required to telecast the game consistent with existing practice for college football telecasts and applicable policies of the respective university. Each university shall comply with the requirements of NBC's Department of Compliance and Practices of which they have been informed and with any other applicable legal and regulatory requirements and shall fully cooperate with NBC in preserving the exclusive rights that NBC has acquired hereunder.

9. COMPOSITION OF THE CFA AND RATIFICATION OF AGREEMENT

(a) This Agreement is expressly contingent upon its ratification by member universities of the CFA who fully subscribe to and agree to be bound by the terms and conditions of this Agreement and who collectively provide NBC with an inventory of games from which a season schedule acceptable to NBC can be constructed, as specified in paragraph 2 above. Further, it is recognized that if not all CFA members have agreed to be bound by this Agreement, certain adjustments to this agreement may be required, including, but not limited to, the number of exposures, the total number of team appearances, appearance limitations, and rights payments, to be mutually agreed upon by the parties.

(b) Other universities during the term of this Agreement may seek to become participants in this Agreement. In that event, the extent of their participation shall be determined by the CFA Board of Directors in light of modifications to this Agreement agreed to by the parties as necessary and appropriate to accommodate such additional participants. It is also understood that both CFA and NBC wish to encourage members of the Pacific 10 and Big Ten Conferences to participate in this

Agreement, and each will use its best efforts to accomplish this result.

10. SUBSEQUENT YEARS

The CFA and its member universities hereby grant NBC an exclusive right of first negotiation/first refusal (right to match and preempt a bid by a third party acceptable to the CFA) for the next CFA contract for telecasting which shall be for two or more football seasons immediately subsequent to the 1985 season. NBC and CFA shall negotiate in good faith for a period of thirty (30) days commencing January 15, 1984, concerning the disposition of said future rights. Neither the CFA nor any of its member universities shall discuss with any third party or parties the disposition of any future rights unless termination of the good faith negotiating period has been confirmed in writing by one of the parties to the other. Should such authorized discussions occur and result in an offer which CFA is willing to accept, the CFA shall submit to NBC, in writing, the content of said offer. NBC shall then have a period of ten (10) days following the receipt of written advice from the CFA of any such offer, containing full details, in which to match same. If NBC fails to match said offer within the time specified above, then and only then shall the CFA be free to contract with a third party or parties. If the CFA does not accept such offer, the terms hereof shall apply to any subsequent offer received or made by the CFA.

11. WARRANTIES AND INDEMNIFICATION

(a) The CFA hereby represents and warrants that unless there is a future definitive judicial determination to the contrary:

- (i) it is free to enter into this Agreement and to perform in full all of its terms and conditions and that the undersigned has full authority to bind the CFA to this Agreement; and
- (ii) the CFA and its member universities which are bound by this Agreement possess all of the rights and privileges acquired by NBC in this Agreement; and
- (iii) it has no knowledge that the rights NBC has acquired and its use thereof will infringe upon or violate the rights of any third party; and

(iv) it shall not interfere with and will use its best efforts to preserve all of NBC's rights in this Agreement, including, but not limited to assisting in whatever legal action may become necessary.

(b) Notwithstanding the foregoing, the parties recognize the questions which have been raised by the NCAA Official Interpretation, dated April 18, 1981, concerning the authority of the NCAA over the rights which are the subject of this Agreement. If challenged by legal action the parties agree to fully and faithfully defend or prosecute their right to make this Agreement and the authority of the CFA and its member universities to dispose of their property rights as expressed herein, and the CFA and NBC further agree to share on an equal basis the legal work and fees which might be involved in any such action.

(c) Where permitted by law, the CFA and its member universities shall defend and indemnify NBC against any and all claims and/or actions arising out of:

- (i) elements of this Agreement furnished by the CFA and/or its member universities;
- (ii) any and all obligations incurred independently by the CFA and/or its member universities; and
- (iii) any breach of warranty, representation or agreement made by it or its member universities in this Agreement.

Such indemnification shall not apply to legal action referred to in subparagraph (b) above.

(d) NBC shall so defend and indemnify the CFA and its member universities as to elements furnished by it, obligations it may incur, and any warranty or representation made by it in this Agreement.

## 12. COMMERCIALS

NBC shall have the right to telecast 23 network commercial minutes within each game broadcast in prime time and 24 network commercial minutes within each game broadcast in daytime, according to commercial formats, to be submitted to the CFA Television Committee prior to May 1 of each respective season, and subject to their approval.

## 13. EXCLUSIVITY

(a) The CFA shall not grant to any other party any rights to telecast any football game in which a CFA member university participates.

(b) No CFA member university may grant any other party rights to transmit visually any of its football games other than those permitted under Section 11 of the CFA Television Plan, the whole of which is attached hereto as Appendix A, or except as provided in paragraph 7 herein.

(c) Other than provided above, the CFA shall not authorize any visual transmission of any kind in any media of any football game at a time, in whole or in part, in any community, which conflicts with any NBC CFA football game telecast.

14. CFA TELEVISION PLAN

NBC agrees to honor provisions of the CFA Television Plan which may be applicable to this Agreement and which NBC has reviewed prior to their adoption or to which NBC otherwise agrees.

15. GAME TICKETS

The CFA agrees to use its best efforts to ensure that NBC has the ability to purchase up to 100 well-placed tickets to each game it selects for telecast pursuant to this Agreement.

16. DEFINITIVE AGREEMENT

The parties contemplate a subsequent definitive Agreement, which may add legal and procedural details to the provisions hereof. All provisions of this Agreement shall be incorporated without any modification or amendment in any such subsequent agreement. No provision subsequently added may change or modify the substance of the matters hereupon agreed.

EXECUTED AND AGREED TO AS OF THIS \_\_\_\_\_ day of \_\_\_\_\_, 1981.

National Broadcasting Co., Inc.

By: \_\_\_\_\_  
Donald D. Wear, Jr., Vice President

College Football Association

By: \_\_\_\_\_  
Charles M. Neinas, Executive Director

E. U. T. HEALTH SCIENCE CENTER - DALLAS

✓ 9. Proposed Agreement with Research Corporation, New York, New York (Patent Policy).--

RECOMMENDATION

The Office of the Chancellor concurs in the recommendation of President Sprague that approval be given to the Patent Administration Agreement set out on pages C of W 53-95 by which The University of Texas System will assign to Research Corporation seven U. S. patents issued either solely or jointly in the name of Dr. Sami Said, a former employee of The University of Texas Health Science Center at Dallas.

BACKGROUND

In July, 1965 the Board of Regents approved an agreement with Research Corporation by which the University could, at its discretion, refer inventions to Research Corporation for administration (i.e. patenting and licensing). Research Corporation is a non-profit organization in the business of administering patents for institutions of higher education. In accordance with this agreement the University in 1978 referred to Research Corporation seven inventions in the field of Vasoactive Intestinal Peptides for which U. S. Patents had already **been issued.**

Upon examining inventorship of the patents so that proper assignments could be executed, Research Corporation found that the University's employee, Dr. Said, was not the sole inventor of all the inventions. Four individuals from four other institutions were inventors on one or more of the patents. Accordingly, the University's basic agreement with Research Corporation, entered into in July, 1965, was inappropriate for this more complicated situation, to which five individuals, only one of which was connected with the University, had to agree. Research Corporation has prepared the subject agreement to be used in this special situation, executed it, and asked the University to sign it. Thus the form differs in some respects from the contract form the University usually prefers. The basic terms and conditions of the subject agreement are the same as the 1965 agreement. The royalty provision is different, however, since the proceeds must be divided among all the inventors, Research Corporation and the University, instead of just one inventor.

The other inventors and their institutions are:

Dr. Viktor Mutt, Medicinska Nobel-institutet, Stockholm, Sweden;  
Dr. Miklos Bodanszky, Case Western Reserve University, Cleveland, Ohio;  
Dr. Yakir S. Klausner, Hebrew University, Jerusalem, Israel;  
Dr. Ann Nilsson, Medicinska Nobel-institutet, Stockholm, Sweden.

The University will receive 57.5 percent of the gross income received by Research Corporation from the inventions less the amounts to be paid to the inventors and a small portion of litigation expenses, if there are any.

The inventors will receive as much as the federal government will allow, but not more than 25% of the gross income from the inventions. The individual inventors will share the 25 percent as follows: Dr. Said, 30 percent; Dr. Nutt, 30 percent; Dr. Bodanszky, 30 percent; Dr. Klausner 5 percent; Dr. Nilsson 5 percent.

The interest of the University and its inventor, Dr. Said, are the same as in the 1965 agreement -- to get the patents properly licensed to a commercial firm for possible marketing.

Dr. Said has recently left The University of Texas Health Science Center at Dallas, but this will not affect the handling of the patents obtained while he was a University employee.

AGREEMENT BETWEEN  
RESEARCH CORPORATION  
and  
THE BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS

THIS AGREEMENT, made effective the \_\_\_\_\_ day  
of \_\_\_\_\_, 198 \_\_\_\_\_ between THE BOARD OF REGENTS OF THE  
UNIVERSITY OF TEXAS, a state Institution of higher education at  
Austin, Texas, hereinafter called "UNIVERSITY", and RESEARCH  
CORPORATION, a non-profit New York corporation with offices at  
405 Lexington Avenue, New York 10017, New York, hereinafter  
called "RESEARCH" and the following inventors: Dr. Sami I.  
Said, Veterans Administration Medical Center, 4500 Lancaster  
South, Dallas, Texas 75216; Dr. Viktor Mutt, Medicinska  
Nobelinstitutet, Solnavagen I (FACK), S-10401 - Stockholm,  
Sweden; Miklos Bodanszky, Department of Chemistry, Case Western  
Reserve University, Cleveland, Ohio 44106; Yakir S. Klausner,  
Department of Biological Chemistry, The Hebrew University,  
Jerusalem, Israel; and, Ann Nilsson, Medicinska  
Nobelinstitutet, Solnavagen I (FACK), S-10401 - Stockholm,  
Sweden, hereinafter collectively referred to as "INVENTORS";

WITNESSETH

WHEREAS, said Dr. Said, either singly or jointly with one  
or more others of said INVENTORS has been issued seven patents  
by the United States Patent and Trademark Office, as described  
in Schedule A, hereinafter referred to as "THE PATENTS", and  
whereas UNIVERSITY is entitled to have rights in and to THE  
PATENTS; and



WHEREAS, UNIVERSITY and INVENTORS have among them the entire right and power over the distribution of any and all income from THE PATENTS, subject to the provisions of Article XIII; and

WHEREAS, UNIVERSITY and INVENTORS desire that THE PATENTS be licensed in an effective manner, with due regard for the public interest; and

WHEREAS, RESEARCH is a not-for-profit corporation whose entire net earnings are used to provide means for the advancement and extension of technical and scientific investigation, research and experimentation; a portion of whose activities consists of acquiring and administering inventions and patent rights including letters patent, and rendering the same available and effective in the useful arts and manufactures and for scientific purposes and in the public interest by issuing licenses thereunder, and deriving an income therefrom; and

WHEREAS, RESEARCH has evaluated certain aspects of THE PATENTS and is prepared to accept assignment thereof and to administer same and to attempt the licensing thereof, as aforesaid; and

WHEREAS, UNIVERSITY and INVENTORS desire that THE PATENTS be assigned to RESEARCH and that RESEARCH administer same and attempt the licensing thereof as aforesaid; and

WHEREAS, UNIVERSITY and RESEARCH are parties to a certain agreement made the 22nd day of July, 1965, hereinafter called the "Patent Administration Agreement", pursuant to which certain inventions made by members of UNIVERSITY's faculties, its associates or employees may be assigned to RESEARCH and

RJS:ar Said et al. Proj. No. 190-1208 3/26,28,4/16,17,30/80  
5/1,5/12, 5/15/80 0267L

licensed or otherwise brought into use by RESEARCH under circumstances calling for the payment of certain monies to UNIVERSITY and to the respective inventors out of any income received by RESEARCH by reason of RESEARCH's ownership or management of such inventions and patents thereon; and

WHEREAS, because of the involvement of certain of the INVENTORS who are affiliated with institutions other than UNIVERSITY as co-inventors with Dr. Said on certain of the patents included within THE PATENTS, the parties recognize that there are both legal and practical difficulties which mitigate against the administration of THE PATENTS under the Patent Administration Agreement.

NOW, THEREFORE,

IN CONSIDERATION OF the premises and of the mutual promises herein contained, the parties do agree as follows:

ARTICLE I: This agreement shall supercede and substitute for the Patent Administration Agreement as to THE PATENTS, but only as to THE PATENTS and the Patent Administration Agreement shall continue in force and effect otherwise unchanged by this agreement.

ARTICLE II: INVENTORS hereby assign and agree to assign THE PATENTS to RESEARCH by means of deeds of assignment in the form of Exhibits B-1 through B-7 hereto attached.

ARTICLE III: UNIVERSITY hereby consents to said assignments pursuant to ARTICLE II hereof.

ARTICLE IV: RESEARCH agrees:

A. To employ reasonable efforts in good faith to introduce the inventions covered by THE PATENTS into general use by issuing a license or licenses under THE PATENTS to secure and obtain a reasonable return therefrom, all at the sole cost and expense of RESEARCH.

B. To take such steps as RESEARCH, in its sole discretion, may determine to be reasonable and justified to prevent infringement of THE PATENTS, at the sole cost and expense of RESEARCH.

C. As soon as reasonably practicable and at its sole cost and expense, to file such petition or take such other action as may be reasonable and necessary with the Government of the United States of America, hereinafter referred to as the "GOVERNMENT", represented by the National Institutes of Health of the United States Department of Health, Education, and Welfare (or the successor thereof), hereinafter referred to as "DHEW", to obtain a release or determination as to the rights which the GOVERNMENT may have in and to THE PATENTS and the inventions covered thereby pursuant to the National Institutes of Health to UNIVERSITY, DHEW Grant No. HE-04226, Center Award No. HL 14187 (United States Public Health Service), and Career Development Award No. K<sub>3</sub>-HE-18,432, thereby permitting UNIVERSITY and/or RESEARCH to administer THE PATENTS and to issue licenses thereunder and, if necessary, to grant to DHEW

RJS:ar Said et al. Proj. No. 190-1208 3/26,28,4/16,17,30/80  
5/1,5/80 0267L

any license or other rights required by or pursuant to such Grant or by any final determination by DHEW regarding ownership and disposition of THE PATENTS and the inventions covered thereby.

D. To the extent deemed necessary by RESEARCH to introduce THE PATENTS into general use pursuant to ARTICLE III A. hereof, to take such steps as may be reasonable and necessary to obtain from each of Medical College of Virginia, Karolinska Institute and Case Western Reserve University a waiver or assignment to RESEARCH of such rights as it may have or be entitled to have in and to THE PATENTS.

ARTICLE V: RESEARCH shall keep proper books of account at its principal office showing all sums of money received by RESEARCH by reason of its licensing and/or assignment of THE PATENTS, and the computation, division and payment of said monies pursuant to ARTICLE VI of this agreement. Said books of account shall be open for inspection during normal business hours by UNIVERSITY or INVENTORS or their respective nominees, upon written demand within a reasonable time from receipt of said demand by RESEARCH. Said books of account shall remain open for such inspection for five (5) years from the end of the calendar year to which they pertain.

ARTICLE VI: Income from THE PATENTS shall be treated as follows:

A. For the purposes of this agreement, the terms set forth below shall be defined as follows:

(i) "GROSS INCOME" shall mean the sum of all money received by RESEARCH by reason of its licensing and/or assignment of THE PATENTS and any and all rights assigned to it pursuant to ARTICLE II hereof.

(ii) "Special Expenses" shall mean the expenses of litigation in courts of record to assert or defend the validity or scope of any patent; it being understood and agreed that the expenses of such litigation shall not be treated as Special Expenses unless UNIVERSITY shall have given its written assent to their treatment as Special Expenses.

(iii) "Debit" shall mean that portion of fifty (50%) percent of any Special Expenses (cumulative) in excess of the amount (cumulative) of Special Expenses previously deducted from payments to UNIVERSITY under Subparagraph B (2) of this ARTICLE VI.

B. GROSS INCOME shall be distributed annually, as follows:

(1) (a) RESEARCH shall pay to INVENTORS (or their respective heirs, assigns, legatees, executors or administrators) an "INVENTORS SHARE" of GROSS INCOME, computed according to clause (i) or (ii) or (iii) as follows:

(i) In the event that it shall be permitted by the GOVERNMENT in view of ARTICLE XIII hereof, the INVENTORS SHARE shall be twenty-five (25%) percent of GROSS INCOME.

(ii) In the event that the GOVERNMENT shall not permit the amount specified in clause (i) above, but shall permit the standard DHEW share, the INVENTORS SHARE shall be computed as follows:

<u>INVENTORS SHARE</u>	<u>GROSS INCOME, Cumulative</u>
50% of the first	\$3,000.00 U.S. of GROSS INCOME
25% of the next	10,000.00 U.S. of GROSS INCOME
15% of all GROSS INCOME over	13,000.00 U.S.

(iii) In the event that the GOVERNMENT shall not permit the amount specified in either clause (i) or clause (ii) above, the INVENTORS SHARE shall be such amount as the GOVERNMENT may permit, but not more than twenty-five (25%) percent of GROSS INCOME.

(b) The INVENTORS SHARE shall be divided among the five (5) inventors as follows:

<u>Inventor</u>	<u>Percentage of INVENTORS SHARE</u>
Dr. Said	Thirty (30%) percent
Dr. Mutt	Thirty (30%) percent
Dr. Bodanszky	Thirty (30%) percent
Dr. Klausner	Five (5%) percent
Dr. Nilsson	Five (5%) percent

(2) RESEARCH shall pay to UNIVERSITY, or its successor or assignee, fifty-seven and one-half (57.5%) percent of GROSS INCOME received during the preceding calendar year, less the sum of: (a) all amounts for such calendar year payable to INVENTORS pursuant to Subparagraph B (1) of this ARTICLE VI, and, (b) fifty (50%) percent of any "Special Expenses" incurred during such calendar year, and, (c) any "Debit" remaining from any previous calendar year.

(3) RESEARCH shall be entitled to retain out of GROSS INCOME received by it all sums of money not required to be distributed to INVENTORS or UNIVERSITY under Subparagraphs B (1) or B (2) of this ARTICLE VI, for use in accordance with the general purposes of its charter including any expenses incurred by it in carrying out its obligations under this agreement.

ARTICLE VII: On or about the 15th day of March of each year, RESEARCH shall mail to UNIVERSITY and to each one of INVENTORS a report stating the following:

A. The progress during the immediately preceding calendar year in connection with THE PATENTS and licensing thereof by RESEARCH.

B. All sums of money received by RESEARCH during the preceding calendar year by reason of said licensing and/or assignment of THE PATENTS.

C. The distribution being made of any sums of money referred to in ARTICLE VII, Paragraph B, an accounting of any Special Expenses incurred during the preceding calendar year, and the calculation of any Debit. Any amount distributable to INVENTORS or UNIVERSITY pursuant to the provisions of ARTICLE VI of this agreement shall be paid at the time of the rendering of such report.

ARTICLE VIII:

A. This agreement shall terminate simultaneously with the expiration of the longest-lived of THE PATENTS.

RJS:ar Said et al. Proj. No. 190-1208 3/26,28,4/16,17,30/80  
5/1,5/12, 5/15/80 0267L

B. In the event that RESEARCH shall in its judgment determine that it cannot after reasonable effort obtain such release, determination, waiver or assignment of rights pursuant to Paragraph C or D of ARTICLE IV as will enable RESEARCH reasonably to carry out the terms and conditions of this agreement, RESEARCH shall have the right to terminate this agreement on thirty (30) days' written notice to UNIVERSITY and INVENTORS by certified or registered mail, return receipt requested; and, in such event, RESEARCH shall assign THE PATENTS to UNIVERSITY, subject to the rights of INVENTORS and the GOVERNMENT therein; and, upon any such assignment to UNIVERSITY pursuant hereto, RESEARCH shall have no further obligation to UNIVERSITY or INVENTORS under this agreement, except as to those duties referred to in ARTICLE IX hereof.

ARTICLE IX: The termination of this agreement or assignment of THE PATENTS or any patent application, patent or other patent right therein shall not:

A. Operate to relieve RESEARCH of any of its duties under ARTICLES V, VI, and VII of this agreement with respect to any sums of money theretofore or thereafter received by RESEARCH by reasons of its licensing and/or assignment of THE PATENTS.

B. Prejudice or affect the tenure or validity of any license or grant theretofore entered into by RESEARCH. Such licenses and grants shall survive said termination or assignment and shall continue to be administered by RESEARCH pursuant to the terms of this agreement.



ARTICLE X: This agreement shall be governed and construed according to the laws of the State of New York.

ARTICLE XI: RESEARCH may not and shall not assign its rights or its duties under this agreement without prior written consent of UNIVERSITY and INVENTORS except as expressly provided for in this agreement.

ARTICLE XII: Any notice to be given under this agreement shall be deemed properly and sufficiently given if mailed by first-class registered or certified postpaid mail to:

UNIVERSITY, as Chairman  
The Board of Regents of the  
University of Texas  
Office of General Counsel  
601 Colorado Street  
Austin, Texas 78701.

RESEARCH, as Dr. Willard Marcy  
Vice President  
Research Corporation  
405 Lexington Avenue  
New York, New York 10017.

INVENTORS, as Dr. Sami I. Said  
Veterans Administration  
Medical Center  
4500 Lancaster South  
Dallas, Texas 75216.

Dr. Viktor Mutt  
Medicinska Nobelinstitutet  
Solnavagen I (FACK)  
S-10401 - Stockholm, Sweden.

Miklos Bodansky  
Department of Chemistry  
Case Western Reserve University  
Cleveland, Ohio 44106.

RJS:ar Said et al. Proj. No. 190-1200 3/26,28,4/16,17,30/80  
0267L

Yakir S. Klausner  
Department of Biological Chemistry  
The Hebrew University  
Jerusalem, Israel.

Ann Nilsson  
Medicinska Nobelinstitutet  
Solnavagen I (FACK)  
S-10401 - Stockholm, Sweden.

UNIVERSITY and RESEARCH each reserves the right to change its designated officer for notification and each party reserves the right to change such address for notification, by notice so given.

ARTICLE XIII: This agreement and THE PATENTS are subject to any rights the GOVERNMENT may have in THE PATENTS, including those derived by the GOVERNMENT acting by and through DHEW, as the result of a certain grant to UNIVERSITY, identified as DHEW Grant No. HE-04226, Center Award No. HL 14187, United States Public Health Service, and Career Development Award No. K<sub>3</sub>-HE-18,432, in support of work at UNIVERSITY, and any determination by the GOVERNMENT as to the disposition of such rights of the GOVERNMENT and any license issued or to be issued under THE PATENTS to or on behalf of the GOVERNMENT (reference to which is made for the terms and effect thereof) shall survive unaffected the execution and delivery of this agreement.

IN WITNESS WHEREOF, INVENTORS have signed this agreement, and UNIVERSITY and RESEARCH have caused this agreement to be signed and their corporate seals to be hereunto affixed by



By \_\_\_\_\_  
VIKTOR MUTT

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

STATE OF )  
 ) ss.  
COUNTY OF )

On this day \_\_\_\_\_ day of \_\_\_\_\_, 198 ,  
personally appeared the above-named VIKTOR MUTT, personally  
known to me and known by me to be the one who executed the  
foregoing instrument, and subscribed the same in my presence,  
and acknowledged the same to be his free act and deed, before  
me.

\_\_\_\_\_  
Notary Public

My commission expires:

By \_\_\_\_\_  
MIKLOS BODANSZKY

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

STATE OF )  
 ) ss.  
COUNTY OF )

On this day \_\_\_\_\_ day of \_\_\_\_\_, 198 ,  
personally appeared the above-named MIKLOS BODANSZKY,  
personally known to me and known by me to be the one who  
executed the foregoing instrument, and subscribed the same in  
my presence, and acknowledged the same to be his free act and  
deed, before me.

\_\_\_\_\_  
Notary Public

My commission expires:

RJS:ar Said et al. Proj. No. 190-1208 3/26,28,4/16,17,30/80  
5/1,5/80 0267L

By \_\_\_\_\_  
YAKIR S. KLAUSNER

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

STATE OF )  
 ) ss.  
COUNTY OF )

On this day \_\_\_\_\_ day of \_\_\_\_\_, 198\_\_\_\_, personally appeared the above-named YAKIR S. KLAUSNER, personally known to me and known by me to be the one who executed the foregoing instrument, and subscribed the same in my presence, and acknowledged the same to be his free act and deed, before me.

\_\_\_\_\_  
Notary Public

My commission expires:

By \_\_\_\_\_  
ANN NILSSON

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

STATE OF )  
 ) ss.  
COUNTY OF )

On this day \_\_\_\_\_ day of \_\_\_\_\_, 198\_\_\_\_, personally appeared the above-named ANN NILSSON, personally known to me and known by me to be the one who executed the foregoing instrument, and subscribed the same in my presence, and acknowledged the same to be his free act and deed, before me.

\_\_\_\_\_  
Notary Public

My commission expires:

Page 14 of a 14- page agreement, with Schedules A and B-1 through B-7 attached, by and among SAMI I. SAID, et al., RESEARCH CORPORATION and THE BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS IN THE CITY OF AUSTIN re the inventions of Research Corporation Project No. 190-1208.

SCHEDULE A

PATENTS ON VASOACTIVE INTESTINAL PEPTIDES (VIP)

By S. I. Said et al.

<u>Title</u>	<u>Inventor(s)</u>	<u>U.S. Patent No. &amp; Date of Issue</u>
Process for Preparation of Vasocative Intestinal Peptide	Sami I. Said, Miklos Bodanszky, Viktor Mutt, Yakir S. Klausner	3,862,927 January 28, 1975
Isolation of Vasoactive Intestinal Peptide	Sami I. Said, Viktor Mutt	3,879,371 April 22, 1975
Vasoactive Intestinal Peptide	Sami I. Said, Viktor Mutt	3,880,826 April 29, 1975
Vasoactive Intestinal Peptide: Composition and Method	Sami I. Said, Viktor Mutt	3,898,329 August 5, 1975
Vasoactive Intestinal Peptide from Fowl	Sami I. Said, Viktor Mutt, Ann Nilsson	4,016,258 April 5, 1977
Vasoactive Lung Polypeptides	Sami I. Said, Viktor Mutt	4,113,711 Sept. 12, 1978
Vasoactive Polypeptide and Method of Preparation from Neural Tissue	Sami I. Said	4,119,618 October 10, 1978

SCHEDULE A

Schedule B-1

A S S I G N M E N T

WHEREAS, we, SAMI I. SAID of Dallas, Texas 75216, MIKLOS BODANSZKY of Cleveland, Ohio 44106, VIKTOR MUTT of S-10401 - Stockholm, Sweden and YAKIR S. KLAUSNER of Jerusalem, Isreal have jointly invented "Process for Preparation of Vasoactive Intestinal Peptide" and have filed an application for United States patent based thereon, Patent Application Serial No. 401,624, filed September 28, 1973, which issued on January 28th, 1975 as United States Letters Patent No. 3,862,927 and so entitled;

WHEREAS, RESEARCH CORPORATION, of 405 Lexington Avenue, New York, New York 10017, a New York not-for-profit corporation, is desirous of acquiring certain rights thereunder:

NOW, THEREFORE, for one dollar and other good and valuable considerations receipt of all of which is hereby acknowledged, we have jointly and severally agreed to do and hereby jointly and severally sell, assign and transfer unto said corporation the entire right, title and interest in and throughout the United States of America, (including its possessions and dependencies) and all countries foreign thereto in and to said invention, said application, said patent, and any and all patents which have been or may be granted on said invention or any part thereof or on said application or any other application based thereon or based on said invention or any part thereof;

TO BE HELD AND ENJOYED by said corporation, its successors and assigns, to the full ends of the respective terms for which said patent or any of them have been or may be granted, as fully and entirely as the same would have been held and enjoyed by us and each of us had no sale and assignment of said interest been made;

AND each of us does hereby agree for himself, and for his respective heirs, executors and administrators, to execute without further consideration any further lawful documents and any further assurances, and any reissue, that might be deemed necessary by said assignee fully to secure to said assignee its interest as aforesaid in and to said invention or any part thereof, and in and to said application and said patent or any of them;

AND each of us does hereby covenant for himself and his legal representatives and agrees with said corporation, its successors and assigns that he has granted no right or license to make, use or sell said invention to anyone except to the extent that he or his successors in interest may be obligated to grant and/or have granted a certain nonexclusive, nontransferable, royalty-free, irrevocable license to the Government of the United States of America, acting by and through the United States Public Health Service (USPHS) of the Department of Health, Education and Welfare pursuant to a certain contract (or grant) between said Government and The Board of Regents of The University of Texas (hereinafter called "UNIVERSITY"), identified as Center Award No. HL 14187, which contract (or grant) and license (reference to each of which is



RJS:ar  
0300L

Said et al. Proj. No. 190-1208

3/31, 4/14, 15/80

made for the terms and effect thereof) shall survive unaffected the execution and delivery of this deed of assignment, and except to the extent that he may have been obligated to assign said invention and the patent rights thereon to UNIVERSITY or its designee, that prior to the execution of this deed his right, title and interest in said invention had not been otherwise encumbered, and that this deed is given pursuant to said obligation to UNIVERSITY, and that he has not executed and will not execute any instrument in conflict herewith.

Executed this            day of            , 19    .

\_\_\_\_\_  
SAMI I. SAID

STATE OF                            )  
  ) ss.  
COUNTY OF                         )

On this            day of            , 19    , personally appeared the above-named SAMI I. SAID, personally known to me and known by me to be the one who executed the foregoing instrument, and subscribed the same in my presence, and acknowledged the same to be his free act and deed, before me.

\_\_\_\_\_  
Notary Public

My commission expires:

RJS:ar  
0300L

Said et al. Proj. No. 190-1208

3/31, 4/14, 15/80

Executed this            day of            , 19   .

\_\_\_\_\_  
VIKTOR MUTT

STATE OF                    )  
                                  ) ss.  
COUNTY OF                    )

On this            day of            , 19   , personally  
appeared the above-named VIKTOR MUTT personally known to me and  
known by me to be the one who executed the foregoing  
instrument, and subscribed the same in my presence, and  
acknowledged the same to be his free act and deed, before me.

\_\_\_\_\_  
Notary Public

My commission expires:

Executed this            day of            , 19   .

\_\_\_\_\_  
MIKLOS BODANSZKY

STATE OF                    )  
                                  ) ss.  
COUNTY OF                    )

On this            day of            , 19   , personally  
appeared the above-named MIKLOS BODANSZKY personally known to  
me and known by me to be the one who executed the foregoing  
instrument, and subscribed the same in my presence, and  
acknowledged the same to be his free act and deed, before me.

\_\_\_\_\_  
Notary Public

My commission expires:

Executed this                    day of                    , 19   .

\_\_\_\_\_  
YIKIR S. KLAUSNER

STATE OF                    )  
                                  ) ss.  
COUNTY OF                    )

On this                    day of                    , 19   , personally  
appeared the above-named YAKIR S. KLAUSNER personally known to  
me and known by me to be the one who executed the foregoing  
instrument, and subscribed the same in my presence, and  
acknowledged the same to be his free act and deed, before me.

\_\_\_\_\_  
Notary Public

My commission expires:

Page 5 of a 5 -page deed of assignment to RESEARCH  
CORPORATION from the inventors, SAMI I. SAID, VIKTOR MUTT,  
MIKLOS BODANSZKY, and YAKIR S. KLAUSNER concerning a certain  
invention entitled "Process for Preparation of Vasoactive  
Intestinal Peptide", re: U. S. Patent No. 3,862,927. (Research  
Corporation Project No. 190-1208)

RJS:ar  
0273L

Said & Mutt Proj. No. 190-1208

3/28,4/1,14,15/80

Schedule B-2

A S S I G N M E N T

WHEREAS, we, SAMI I. SAID of Dallas, Texas 75216, and VIKTOR MUTT of S-10401 - Stockholm, Sweden have jointly invented "Isolation of Vasoactive Intestinal Peptide" and have jointly filed an application for United States patent based thereon, Patent Application Serial No. 181,444, filed September 17, 1971, which issued on April 22, 1975 as United States Letters Patent No. 3,879,371, and so entitled;

WHEREAS, RESEARCH CORPORATION, of 405 Lexington Avenue, New York, New York 10017, a New York not-for-profit corporation, is desirous of acquiring certain rights thereunder:

NOW, THEREFORE, for one dollar and other good and valuable considerations receipt of all of which is hereby acknowledged, we have jointly and severally agreed to do and hereby jointly and severally sell, assign and transfer unto said corporation the entire right, title and interest in and throughout the United States of America, (including its possessions and dependencies) and all countries foreign thereto in and to said invention, said application, said patent, and any and all patents which have been or may be granted on said invention or any part thereof or on said application or any other application based thereon or based on said invention or any part thereof;

TO BE HELD AND ENJOYED by said corporation, its successors and assigns, to the full ends of the respective terms for which said patent or any of them have been or may be granted, as

fully and entirely as the same would have been held and enjoyed by us and each of us had no sale and assignment of said interest been made;

AND each of us does hereby agree for himself, and for his respective heirs, executors and administrators, to execute without further consideration any further lawful documents and any further assurances, and any reissue, that might be deemed necessary by said assignee fully to secure to said assignee its interest as aforesaid in and to said invention or any part thereof, and in and to said application and said patent or any of them;

AND each of us does hereby covenant for himself and his legal representatives and agrees with said corporation, its successors and assigns that he has granted no right or license to make, use or sell said invention to anyone except to the extent that he or his successors in interest may be obligated to grant and/or have granted a certain nonexclusive, nontransferable, royalty-free, irrevocable license to the Government of the United States of America, acting by and through the Department of Health, Education and Welfare pursuant to a certain contract (or grant) between said Government and The Board of Regents of The University of Texas (hereinafter called "UNIVERSITY"), identified as Grant No. HE-04226 and Career Development Award No. K3-HE-18,432 (United States Public Health Service) of said Government which contract (or grant) and license (reference to each of which is made for the terms and effect thereof) shall survive unaffected the execution and delivery of this deed of assignment, and except

RJS:ar Said & Mutt Proj. No. 190-1208  
3/28,4/1,14,15,17/80  
G273L

to the extent that he may have been obligated to assign said invention and the patent rights thereon to UNIVERSITY or its designee, that prior to the execution of this deed his right, title and interest in said invention had not been otherwise encumbered, and that this deed is given pursuant to said obligation to UNIVERSITY, and that he has not executed and will not execute any instrument in conflict herewith.

Executed this            day of            , 19    .

\_\_\_\_\_  
SAMI I. SAID

STATE OF                            )  
  ) ss.  
COUNTY OF                        )

On this            day of            , 19    , personally appeared the above-named SAMI I. SAID, personally known to me and known by me to be the one who executed the foregoing instrument, and subscribed the same in my presence, and acknowledged the same to be his free act and deed, before me.

\_\_\_\_\_  
Notary Public

My commission expires:    .

Page 3 of a 4 -page deed of assignment to RESEARCH CORPORATION from the inventors, SAMI I. SAID, and VIKTOR MUTT, concerning a certain invention entitled "Isolation of Vasoactive Intestinal Peptide", re: U. S. Patent No. 3,879,371. (Research Corporation Project No. 190-1208)

RJS:ar Said & Mutt Proj. No. 190-1208  
3/28,4/1,14,15,17/80  
0273L

Executed this            day of            , 19   .

\_\_\_\_\_  
VIKTOR MUTT

STATE OF                    )  
                                  ) ss.  
COUNTY OF                    )

On this            day of            , 19   , personally  
appeared the above-named VIKTOR MUTT personally known to me and  
known by me to be the one who executed the foregoing  
instrument, and subscribed the same in my presence, and  
acknowledged the same to be his free act and deed, before me.

\_\_\_\_\_  
Notary Public

My commission expires:

Page 4 of a 4 -page deed of assignment to RESEARCH  
CORPORATION from the inventors, SAMI I. SAID, and VIKTOR MUTT,  
concerning a certain invention entitled "Isolation of  
Vasoactive Intestinal Peptide", re: U. S. Patent No. 3,879,371.  
(Research Corporation Project No. 190-1208)

Schedule B-3

A S S I G N M E N T

WHEREAS, we, SAMI I. SAID of Dallas, Texas 75216, and VIKTOR MUTT of S-10401 - Stockholm, Sweden have jointly invented "Vasoactive Intestinal Peptide" and have jointly filed an application for United States patent based thereon, Patent Application Serial No. 181,444, filed September 17, 1971, and have jointly filed as a Continuation-in-part of said Application Serial No. 181,444, United States Patent Application Serial No. 417,605, filed November 20, 1973, which issued on April 29, 1975 as United States Letters Patent No. 3,880,826, and so entitled;

WHEREAS, RESEARCH CORPORATION, of 405 Lexington Avenue, New York, New York 10017, a New York not-for-profit corporation, is desirous of acquiring certain rights thereunder:

NOW, THEREFORE, for one dollar and other good and valuable considerations receipt of all of which is hereby acknowledged, we have jointly and severally agreed to do and hereby jointly and severally sell, assign and transfer unto said corporation the entire right, title and interest in and throughout the United States of America, (including its possessions and dependencies) and all countries foreign thereto in and to said invention, said applications, said patent, and any and all patents which have been or may be granted on said invention or any part thereof or on said applications or any other application based thereon or based on said invention or any part thereof;



RJS:ar  
0295L

Said & Mutt Proj. No. 190-1208

3/26,4/1,14,15/80

TO BE HELD AND ENJOYED by said corporation, its successors and assigns, to the full ends of the respective terms for which said patent or any of them have been or may be granted, as fully and entirely as the same would have been held and enjoyed by us and each of us had no sale and assignment of said interest been made;

AND each of us does hereby agree for himself, and for his respective heirs, executors and administrators, to execute without further consideration any further lawful documents and any further assurances, and any reissue, that might be deemed necessary by said assignee fully to secure to said assignee its interest as aforesaid in and to said invention or any part thereof, and in and to said applications and said patent or any of them;

AND each of us does hereby covenant for himself and his legal representatives and agrees with said corporation, its successors and assigns that he has granted no right or license to make, use or sell said invention to anyone except to the extent that he or his successors in interest may be obligated to grant and/or have granted a certain nonexclusive, nontransferable, royalty-free, irrevocable license to the Government of the United States of America, acting by and through the Department of Health, Education and Welfare (DHEW) pursuant to a certain contract (or grant) between said Government and The Board of Regents of The University of Texas (hereinafter called "UNIVERSITY"), identified as Grant No. HE-04226 and Career Development Award No. K<sub>3</sub>-HE-18,432



RJS:ar Said & Mutt Proj. No. 190-1208  
3/28,4/1,14,15,17/80  
0295L

Executed this            day of            , 19    .

\_\_\_\_\_  
VIKTOR MUTT

STATE OF                    )  
                                  ) ss.  
COUNTY OF                    )

On this            day of            , 19    , personally  
appeared the above-named VIKTOR MUTT personally known to me and  
known by me to be the one who executed the foregoing  
instrument, and subscribed the same in my presence, and  
acknowledged the same to be his free act and deed, before me.

\_\_\_\_\_  
Notary Public

My commission expires:

Page 4 of a 4 -page deed of assignment to RESEARCH  
CORPORATION from the inventors, SAMI I. SAID, and VIKTOR MUTT,  
concerning a certain invention entitled "Vasoactive Intestinal  
Peptide", re: U. S. Patent No. 3,880,826. (Research  
Corporation Project No. 190-1208)

Schedule B-4

A S S I G N M E N T

WHEREAS, we, SAMI I. SAID of Dallas, Texas 75216, and VIKTOR MUTT of S-10401 - Stockholm, Sweden have jointly invented "Vasoactive Intestinal Peptide: Composition and Method" and have jointly filed an application for United States patent based thereon, Patent Application Serial No. 417,488, filed November 20, 1973, and have jointly filed as a Continuation-in-part of said Application Serial No. 181,444, filed September 17, 1971, which issued on August 5, 1975 as United States Letters Patent No. 3,898,329, and so entitled;

WHEREAS, RESEARCH CORPORATION, of 405 Lexington Avenue, New York, New York 10017, a New York not-for-profit corporation, is desirous of acquiring certain rights thereunder:

NOW, THEREFORE, for one dollar and other good and valuable considerations receipt of all of which is hereby acknowledged, we have jointly and severally agreed to do and hereby jointly and severally sell, assign and transfer unto said corporation the entire right, title and interest in and throughout the United States of America, (including its possessions and dependencies) and all countries foreign thereto in and to said invention, said applications, said patent, and any and all patents which have been or may be granted on said invention or any part thereof or on said applications or any other application based thereon or based on said invention or any part thereof;

TO BE HELD AND ENJOYED by said corporation, its successors and assigns, to the full ends of the respective terms for which said patent or any of them have been or may be granted, as fully and entirely as the same would have been held and enjoyed by us and each of us had no sale and assignment of said interest been made;

AND each of us does hereby agree for himself, and for his respective heirs, executors and administrators, to execute without further consideration any further lawful documents and any further assurances, and any reissue, that might be deemed necessary by said assignee fully to secure to said assignee its interest as aforesaid in and to said invention or any part thereof, and in and to said applications and said patent or any of them;

AND each of us does hereby covenant for himself and his legal representatives and agrees with said corporation, its successors and assigns that he has granted no right or license to make, use or sell said invention to anyone except to the extent that he or his successors in interest may be obligated to grant and/or have granted a certain nonexclusive, nontransferable, royalty-free, irrevocable license to the Government of the United States of America, acting by and through the Department of Health, Education and Welfare (DHEW) pursuant to a certain contract (or grant) between said Government and The Board of Regents of The University of Texas (hereinafter called "UNIVERSITY"), identified as Grant No. HE-04226 and Career Development Award No. K<sub>3</sub>-HE-18,432 (United States Public Health Service) of said Government which contract



RJS:ar Said & Mutt Proj. No. 190-1208  
3/28,4/1,14,15,17/80  
0296L

Executed this            day of            , 19   .

\_\_\_\_\_  
VIKTOR MUTT

STATE OF                    )  
                                  ) ss.  
COUNTY OF                    )

On this            day of            , 19   , personally  
appeared the above-named VIKTOR MUTT personally known to me and  
known by me to be the one who executed the foregoing  
instrument, and subscribed the same in my presence, and  
acknowledged the same to be his free act and deed, before me.

\_\_\_\_\_  
Notary Public

My commission expires:

Page 4 of a 4 -page deed of assignment to RESEARCH  
CORPORATION from the inventors, SAMI I. SAID, and VIKTOR MUTT,  
concerning a certain invention entitled "Vasoactive Intestinal  
Peptide: Composition and Method", re: U. S. Patent No.  
3,898,329. (Research Corporation Project No. 190-1208)

Schedule B-5

A S S I G N M E N T

WHEREAS, we, SAMI I. SAID of Dallas, Texas 75216, VIKTOR MUTT of S-10401 - Stockholm, Sweden, and ANN NILSSON of S-10401 - Stockholm, Sweden have jointly invented "Vasoactive Intestinal Peptide from Fowl" and have jointly filed an application for United States patent based thereon, Patent Application Serial No. 602,102, filed August 5, 1975, which issued on April 5, 1977 as United States Letters Patent No. 4,016,258, and so entitled;

WHEREAS, RESEARCH CORPORATION, of 405 Lexington Avenue, New York, New York 10017, a New York not-for-profit corporation, is desirous of acquiring certain rights thereunder:

NOW, THEREFORE, for one dollar and other good and valuable considerations receipt of all of which is hereby acknowledged, we have jointly and severally agreed to do and hereby jointly and severally sell, assign and transfer unto said corporation the entire right, title and interest in and throughout the United States of America, (including its possessions and dependencies) and all countries foreign thereto in and to said invention, said application, said patent, and any and all patents which have been or may be granted on said invention or any part thereof or on said application or any other application based thereon or based on said invention or any part thereof;

TO BE HELD AND ENJOYED by said corporation, its successors and assigns, to the full ends of the respective terms for which



said patent or any of them have been or may be granted, as fully and entirely as the same would have been held and enjoyed by us and each of us had no sale and assignment of said interest been made;

AND each of us does hereby agree for himself, and for his respective heirs, executors and administrators, to execute without further consideration any further lawful documents and any further assurances, and any reissue, that might be deemed necessary by said assignee fully to secure to said assignee its interest as aforesaid in and to said invention or any part thereof, and in and to said application and said patent or any of them;

AND each of us does hereby covenant for himself and his legal representatives and agrees with said corporation, its successors and assigns that he has granted no right or license to make, use or sell said invention to anyone except to the extent that he or his successors in interest may be obligated to grant and/or have granted a certain nonexclusive, nontransferable, royalty-free, irrevocable license to the Government of the United States of America, acting by and through the Department of Health, Education and Welfare pursuant to a certain contract (or grant) between said Government and The Board of Regents of The University of Texas (hereinafter called "UNIVERSITY"), identified as Grant No. HE-04226 and Career Development Award No. K<sub>3</sub>-HE-18,432 (United States Public Health Service) of said Government which contract (or grant) and license (reference to each of which is made for the terms and effect thereof) shall survive unaffected



RJS:ar Said et al. Proj. No. 190-1208  
3/28,4/1,14,15,17/80  
G297L

Executed this            day of            , 19   .

\_\_\_\_\_  
VIKTOR MUTT

STATE OF                    )  
                                  ) ss.  
COUNTY OF                   )

On this            day of            , 19   , personally  
appeared the above-named VIKTOR MUTT personally known to me and  
known by me to be the one who executed the foregoing  
instrument, and subscribed the same in my presence, and  
acknowledged the same to be his free act and deed, before me.

\_\_\_\_\_  
Notary Public

My commission expires:

Executed this            day of            , 19   .

\_\_\_\_\_  
ANN NILSSON

STATE OF                    )  
                                  ) ss.  
COUNTY OF                   )

On this            day of            , 19   , personally  
appeared the above-named ANN NILSSON personally known to me and  
known by me to be the one who executed the foregoing  
instrument, and subscribed the same in my presence, and  
acknowledged the same to be his free act and deed, before me.

\_\_\_\_\_  
Notary Public

My commission expires:

Page 4 of a 4 -page deed of assignment to RESEARCH  
CORPORATION from the inventors, SAMI I. SAID, VIKTOR MUTT, and  
ANN NILSSON concerning a certain invention entitled  
"Vasoactive Intestinal Peptide from Fowl", re: U. S. Patent No.  
4,016,258. (Research Corporation Project No. 190-1208)

Schedule B-6

A S S I G N M E N T

WHEREAS, we, SAMI I. SAID of Dallas, Texas 75216, and VIKTOR MUTT of S-10401 - Stockholm, Sweden have jointly invented "Vasoactive Lung Polypeptides" and have jointly filed an application for United States patent based thereon, Patent Application Serial No. 649,968, filed January 19, 1976, which issued on September 12, 1978 as United States Letters Patent No. 4,113,711, and so entitled;

WHEREAS, RESEARCH CORPORATION, of 405 Lexington Avenue, New York, New York 10017, a New York not-for-profit corporation, is desirous of acquiring certain rights thereunder:

NOW, THEREFORE, for one dollar and other good and valuable considerations receipt of all of which is hereby acknowledged, we have jointly and severally agreed to do and hereby jointly and severally sell, assign and transfer unto said corporation the entire right, title and interest in and throughout the United States of America, (including its possessions and dependencies) and all countries foreign thereto in and to said invention, said application, said patent, and any and all patents which have been or may be granted on said invention or any part thereof or on said application or any other application based thereon or based on said invention or any part thereof;

TO BE HELD AND ENJOYED by said corporation, its successors and assigns, to the full ends of the respective terms for which said patent or any of them have been or may be granted, as

fully and entirely as the same would have been held and enjoyed by us and each of us had no sale and assignment of said interest been made;

AND each of us does hereby agree for himself, and for his respective heirs, executors and administrators, to execute without further consideration any further lawful documents and any further assurances, and any reissue, that might be deemed necessary by said assignee fully to secure to said assignee its interest as aforesaid in and to said invention or any part thereof, and in and to said application and said patent or any of them;

AND each of us does hereby covenant for himself and his legal representatives and agrees with said corporation, its successors and assigns that he has granted no right or license to make, use or sell said invention to anyone except to the extent that he or his successors in interest may be obligated to grant and/or have granted a certain nonexclusive, nontransferable, royalty-free, irrevocable license to the Government of the United States of America, acting by and through the Department of Health, Education, and Welfare (DHEW) pursuant to a certain contract (or grant) between said Government and The Board of Regents of The University of Texas (hereinafter called "UNIVERSITY"), identified as Grant No. HE-04226 and Career Development Award No. K<sub>3</sub>-HE-18,432 of said Government which contract (or grant) and license (reference to each of which is made for the terms and effect thereof) shall survive unaffected the execution and delivery of this deed of assignment, and except to the extent that he may

RJS:ar Said & Mutt Proj. No. 190-1208  
3/28,4/1,14,15,17/80  
0298L

have been obligated to assign said invention and the patent rights thereon to UNIVERSITY or its designee, that prior to the execution of this deed his right, title and interest in said invention had not been otherwise encumbered, and that this deed is given pursuant to said obligation to UNIVERSITY, and that he has not executed and will not execute any instrument in conflict herewith.

Executed this            day of            , 19    .

\_\_\_\_\_  
SAMI I. SAID

STATE OF                    )  
                                  ) ss.  
COUNTY OF                 )

On this            day of            , 19    , personally appeared the above-named SAMI I. SAID, personally known to me and known by me to be the one who executed the foregoing instrument, and subscribed the same in my presence, and acknowledged the same to be his free act and deed, before me.

\_\_\_\_\_  
Notary Public

My commission expires:

Page 3 of a 4 -page deed of assignment to RESEARCH CORPORATION from the inventors, SAMI I. SAID, and VIKTOR MUTT, concerning a certain invention entitled "Vasoactive Lung Polypeptides", re: U. S. Patent No. 4,113,711. (Research Corporation Project No. 190-1208)

RJS:ar Said & Mutt Proj. No. 190-1208  
3/28,4/1,14,15,17/80  
0298L

Executed this            day of            , 19   .

\_\_\_\_\_  
VIKTOR MUTT

STATE OF                            )  
    ) ss.  
COUNTY OF                            )

On this            day of            , 19   , personally  
appeared the above-named VIKTOR MUTT personally known to me and  
known by me to be the one who executed the foregoing  
instrument, and subscribed the same in my presence, and  
acknowledged the same to be his free act and deed, before me.

\_\_\_\_\_  
Notary Public

My commission expires:

Page 4 of a 4 -page deed of assignment to RESEARCH  
CORPORATION from the inventors, SAMI I. SAID, and VIKTOR MUTT,  
concerning a certain invention entitled "Vasoactive Lung  
Polypeptides", re: U. S. Patent No. 4,113,711. (Research  
Corporation Project No. 190-1208)

Schedule B-7

A S S I G N M E N T

WHEREAS, I, SAMI I. SAID of Dallas, Texas 75216 invented "Vasoactive Polypeptide and Method of Preparation from Neural Tissue" and have filed an application for United States patent based thereon, Patent Application Serial No. 681,045, filed April 28, 1976, which issued on October 10, 1978 as United States Letters Patent No. 4,119,618, and so entitled;

WHEREAS, RESEARCH CORPORATION, of 405 Lexington Avenue, New York, New York 10017, a New York not-for-profit corporation, is desirous of acquiring certain rights thereunder:

NOW, THEREFORE, for one dollar and other good and valuable considerations receipt of all of which is hereby acknowledged, I have agreed to do and hereby sell, assign and transfer unto said corporation the entire right, title and interest in and throughout the United States of America, (including its possessions and dependencies) and all countries foreign thereto in and to said invention, said application, said patent, and any and all patents which have been or may be granted on said invention or any part thereof or on said application or any other application based thereon or based on said invention or any part thereof;

TO BE HELD AND ENJOYED by said corporation, its successors and assigns, to the full ends of the respective terms for which said patent or any of them have been or may be granted, as fully and entirely as the same would have been held and enjoyed by me had no sale and assignment of said interest been made;



AND I do hereby agree for myself, and for my heirs, executors and administrators, to execute without further consideration any further lawful documents and any further assurances, and any reissue, that might be deemed necessary by said assignee fully to secure to said assignee its interest as aforesaid in and to said invention or any part thereof, and in and to said application and said patent or any of them;

AND I do hereby covenant for myself and my legal representatives and agree with said corporation, its successors and assigns that I have granted no right or license to make, use or sell said invention to anyone except to the extent that I or my successors in interest may be obligated to grant and/or have granted a certain nonexclusive, nontransferable, royalty-free, irrevocable license to the Government of the United States of America, acting by and through the Department of Health, Education and Welfare pursuant to a certain contract (or grant) between said Government and The Board of Regents of The University of Texas (hereinafter called "UNIVERSITY"), identified as Grant No. HE-04226 and Career Development Award No. K<sub>3</sub>-HE-18,432 (United States Public Health Service) of said Government which contract (or grant) and license (reference to each of which is made for the terms and effect thereof) shall survive unaffected the execution and delivery of this deed of assignment, and except to the extent that I may have been obligated to assign said invention and the patent rights thereon to UNIVERSITY or its designee, that prior to the execution of this deed my right, title and interest in said invention had not been otherwise encumbered, and that this



✓ F. U. T. HEALTH SCIENCE CENTER - HOUSTON

10. Proposed Name for Nonendowed Professorships.--

RECOMMENDATION

The Office of the Chancellor concurs with the recommendation of President Bulger that the nonendowed professorships established at the April 10-11, 1980, meeting of the U.T. Board of Regents be named the Ashbel Smith Professorships at the U.T. Health Science Center - Houston. Persons to be appointed to these professorships will meet the criteria for appointment approved when the professorships were established and individual appointments to the professorships will receive prior approval of the U.T. Board of Regents.

BACKGROUND INFORMATION

At its April 10-11, 1980 meeting, the U.T. Board of Regents authorized the establishment, at all component institutions with instructional programs, of named nonendowed professorships similar to the Ashbel Smith Professorships previously established at The University of Texas at Austin and The University of Texas Medical Branch at Galveston. This action further stipulated that the name given these nonendowed professorships by each component institution "shall be approved by the Board of Regents based on recommendations from the institutional head and the Chancellor." The faculty and administration at the U.T. Health Science Center - Houston have reviewed various possibilities and recommend that these nonendowed professorships at that institution be named the Ashbel Smith Professorships, in honor of the first Chairman of the U.T. Board of Regents.

✓ G. U. T. CANCER CENTER

11. Request for Permission for Individual to Serve on the Texas State Board of Pharmacy [Regents' Rules and Regulations, Part One, Chapter III, Sections 13.(10) and 13.(11)].--

RECOMMENDATION

The Office of the Chancellor concurs with the recommendation of President LeMaistre that approval be given for Mr. R. E. Post, Jr., Pharmacy Supervisor at the U.T. Cancer Center, to continue to serve as a member of the Texas State Board of Pharmacy.

Governor William P. Clements, Jr., has reappointed Mr. Post to a full six-year term on the State Board of Pharmacy. Mr. Post's appointment will expire June 14, 1987.

BACKGROUND INFORMATION

The initial recommendation for Mr. Post to serve an unexpired term on the State Board of Pharmacy was approved by the U.T. Board of Regents at their October 23-24, 1980, meeting. Mr. Post's continued service as a member of the Board will not conflict with his duties at the U.T. Cancer Center and will be a credit to the institution as well as a benefit to the State of Texas.

Mr. Post will receive reimbursement for his travel expenses to attend meetings and a \$75.00 per day honorarium for each day of the meeting.

II. ITEMS FOR THE RECORD

A. U. T. SYSTEM - REPORT OF MEMBERSHIP OR STATUS OF ORGANIZATION FOR ALL COMPONENT DEVELOPMENT BOARDS AND ADVISORY COUNCILS EFFECTIVE SEPTEMBER 1, 1981:

- (1) U. T. Arlington: Development Board, Graduate School of Social Work, College of Business Administration 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 and School of Nursing Advisory Councils;
- (3) U. T. Dallas: Development Board, School of Management and Administration, Callier Center for Communication Disorders, School of General Studies, School of Arts and Humanities and School of Social Sciences Advisory Councils;
- (4) U. T. El Paso: Development Board;
- (5) U. T. Permian Basin: Development Board and College of Management Advisory Council;
- (6) U. T. San Antonio: Development Board and College of Business Advisory Council;
- (7) U. T. Tyler: Development Board;
- (8) U. T. Institute of Texan Cultures: Development Board;
- (9) U. T. Health Science Center - Dallas: Development Board;
- (10) U. T. Galveston Medical Branch: Development Board;
- (11) U. T. Health Science Center - Houston: Development Board;
- (12) U. T. Health Science Center - San Antonio: Development Board;
- (13) U. T. Cancer Center: Board of Visitors of University Cancer Foundation;
- (14) U. T. Health Center - Tyler: Development Board.

--Unless otherwise indicated, membership was authorized for and nominees were designated by unanimous vote to the following development boards and advisory councils on June 12, 1981. The Administration notified the individuals nominated and reported that the following had 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	1983
**Mr. Robert Alpert, Dallas	1984
Mr. Lewis Bond, Fort Worth	1982
Mr. Bill Bowerman, Arlington	1983
**Dr. Malcolm K. Brachman (Ph.D.), Dallas	1984
Mr. James T. Brown, Grand Prairie	1982
**Mr. Jenkins Garrett, Fort Worth	1984
*Mr. Preston M. Geren, Jr., Fort Worth	1984
Mr. Richard Greene, Arlington	1983
Mr. A. R. Hixson, Arlington	1982
**Mr. Burl B. Hulsey, Jr., Dallas	1984
Mr. Robert L. Kirk, Dallas	1982
Mr. C. W. Mayfield, Arlington	1983
*Mr. Joe Russell, Dallas	1984
**T. L. Shields, M.D., Fort Worth	1984
Mr. Danny Smith, Arlington	1983
**Mr. Lee Smith, Dallas	1984
**Mr. Marvin Stetler, Arlington	1984
Mr. John T. Stuart, Dallas	1983
Mr. Ernest J. Wilemon, Arlington	1982
*Mr. Ray E. Wilkin, Fort Worth	1983
Mr. Sam Woodson, Fort Worth	1983
Mr. Paul E. Yarbrough, Arlington	1982

Unfilled Term (Term to be determined as filled)  
 Unfilled Term (Term to be determined as filled)

Graduate School of Social Work Advisory Council.

--Authorized Membership 26:

	<u>Term Expires</u>
R. G. Alexander, D.D.S., Arlington	1982
Mr. Kenneth S. Baum, Fort Worth	1982
Mrs. Josephine Beckwith, Fort Worth	1982
Mrs. Claud Boothman, Dallas	1982
**Mr. Ron Burrus, Irving	1984
Mr. James Chambers III, Dallas	1982
Mr. Roy Dulak, Dallas	1982
Mr. Larry Eason, Fort Worth	1983
Ms. Mamie Ewing, Arlington	1983
Mrs. Billie Farrar, Arlington	1982
Mr. Joe Guise, Dallas	1982
Mr. Pete Hinojosa, Fort Worth	1983
Mrs. Tommy G. Mercer, Fort Worth	1982
Mr. Bob Ray Sanders, Dallas	1983
Mr. Eddie Sandoval, Hurst	1983
Rabbi Robert Schur, Fort Worth	1982
**Mr. Ralph Shannon, Dallas	1984
Mr. Lee Smith, Dallas	1983
Mrs. Richard Snider, Arlington	1982
**Mr. Al Stillman, Dallas	1984
**Mr. Harry Tanner, Dallas	1984
Reverend Gene Thompson, Fort Worth	1983
Mr. Glenn Wilkins, Fort Worth	1982
Unfilled Term	1982
Unfilled Term	1982
Unfilled Term	1984

College of Business Administration Advisory Council.

--Authorized Membership 30:

	<u>Term Expires</u>
**Mr. Richard L. Buerkle, Arlington	1984
*Mr. Jerry Carr, Dallas	1984
Mr. George L. Clark, Dallas	1983
Mr. Albert H. Cloud, Jr., Dallas	1983
Mr. Steven K. Cochran, Dallas	1983
Mr. Robert L. Crandall, Dallas	1983
Mr. Charles Ferguson, Dallas	1983
Mr. Talmadge E. Foster, Dallas	1983
*Mr. Raymond L. Golden, Dallas	1984
**Mr. J. M. Hill, Cleburne	1984
Mr. Burvin Hines, Arlington	1982
Mr. Leonard E. Huber, Dallas	1983
*Mr. James E. Jack, Dallas	1984
*Mr. Steve McKenney, Dallas	1984
**Mr. Mike A. Myers, Dallas	1984
Mr. Bill Nugent, Fort Worth	1982
*Mr. Lee Paulsel, Fort Worth	1983
Mr. James R. Perry, Fort Worth	1983
*Mr. Eugene B. Peters, Fort Worth	1984
**Mr. George B. Phillips, Fort Worth	1984
Mr. Howard D. Putnam, Dallas	1982
*Mr. Michael A. Reilly, Arlington	1982
Mr. E. M. Rosenthal, Fort Worth	1983
**Mr. Ed Schollmaier, Fort Worth	1984
Mr. Doyle Smith, Arlington	1983
Mr. Ronald G. Steinhart, Dallas	1983
Mr. J. B. Thomas, Fort Worth	1983
Mr. Merle Volding, Dallas	1982
*Mr. Ray E. Wilkin, Fort Worth	1983
Mr. Warren G. Woodward, Dallas	1983

School of Nursing Advisory Council.

--Authorized Membership 16:

	<u>Term Expires</u>
Mrs. Gordon Appleman, Fort Worth	1982
**Frank C. Council, M.D., Arlington	1984
Mr. R. E. Cox III, Fort Worth	1982
Mr. Dan Dipert, Arlington	1983
Mr. Robert W. Gerrard, Fort Worth	1983
Mr. Arthur I. Ginsburg, Fort Worth	1982
Mrs. Kay Buck McDermott, Fort Worth	1983
Mr. Rex C. McRae, Arlington	1982
**Mrs. J. Clark Nowlin, Fort Worth	1984
**Fred Rehfeldt, M.D., Millsap	1984
Mrs. Byron Searcy, Fort Worth	1983
Mr. Ron Smith, Fort Worth	1983
Mr. Sterling Steves, Fort Worth	1982
**Mr. Bill Wagner, Bedford	1984
Unfilled Term	1982
Unfilled Term	1983

2. The University of Texas at Austin

Development Board.--Authorized Membership 32:

	<u>Term Expires</u>
Mr. Rex G. Baker, Jr., Houston	1983
Mrs. Perry R. Bass, Fort Worth	1982
Captain Alan L. Bean, Houston	1983
Senator Lloyd M. Bentsen, Jr., Washington, D. C.	1983
*Mr. E. Glenn Biggs, San Antonio	1984
Mr. L. L. Colbert, Naples, Florida	1983
Mr. Marvin K. Collie, Houston	1982
Mr. C. W. Cook, Austin	1983
Mr. B. W. Crain, Jr., Longview	1983
*Mr. Jack Rust Crosby, Austin	1984
Mr. Franklin W. Denius, Austin	1982
Mr. Bob R. Dorsey, Houston	1982
Mr. A. Baker Duncan, San Antonio	1983
Mr. Hayden W. Head, Corpus Christi	1983
Mr. Dan M. Krausse, Dallas	1982
Mr. Ben F. Love, Houston	1982
Mr. Wales H. Madden, Jr., Amarillo	1983
**Mrs. Eugene McDermott, Dallas	1984
**Mr. J. Mark McLaughlin, San Angelo	1984
Mr. V. F. Neuhaus, McAllen	1983
**Mr. B. D. Orgain, Beaumont	1984
Mr. Robert L. Parker, Sr., Tulsa, Oklahoma	1982
**Mrs. John H. Rauscher, Jr., Dallas	1984
Mr. Howard Richards, Austin	Regent Representative
*Mr. Benno C. Schmidt, New York, New York	1984
*Mr. William H. Seay, Dallas	1984
Mr. Preston Shirley, Galveston	1982
Mr. Ralph Spence, Tyler	1982
Mr. Jack G. Taylor, Austin	1982
Mr. Larry E. Temple, Austin	1983
Mr. J. D. Wrather, Jr., Beverly Hills, California	1982
Unfilled Term	1984

School of Architecture Foundation Advisory Council.

--Authorized Membership 25:

	<u>Term Expires</u>
Mr. Howard R. Barr, Austin	1983
Mr. B. Boykin Bartlett, Houston	1983
*Mr. Kenneth E. Bentsen, Houston	1984

*Mr. William N. Bonnam, Houston	1984
Mr. David R. Braden, Dallas	1982
Mr. James A. Clutts, Dallas	1982
Mr. Bartlett Cocke, Jr., San Antonio	1982
Mr. B. W. Crain, Jr., Longview	1983
Mr. Robert W. Cutler, Salado	1983
**Mr. Fred W. Day, Jr., Austin	1984
Mr. Robert D. Garland, Jr., El Paso	1983
Mr. Norcell D. Haywood, San Antonio	1983
*Mrs. John S. Justin, Jr., Fort Worth	1984
Mr. Karl F. Kamrath, Houston	1983
Mr. Roy E. Kimsey, Jr., Midland	1982
**Mr. Charles E. Lawrence, Houston	1984
Mr. Edward Mok, San Antonio	1983
*Mr. Charles M. Morton, Austin	1984
**Mr. J. V. Neuhaus III, Houston	1982
Mrs. Catherine H. Powell, San Antonio	1982
**Mr. A. T. Seymour III, Fort Worth	1982
*Mr. W. Overton Shelmire, Dallas	1984
**Mr. Frank H. Sherwood, Fort Worth	1984
Mr. Charles F. Terry, Dallas	1982
Unfilled Term	1984

College of Business Administration Foundation Advisory Council.  
--Authorized Membership 35.

	<u>Term Expires</u>
Mr. Sam Barshop, San Antonio	1983
**Mr. James L. Bayless, Dallas	1984
Mr. Aubrey C. Black, Dallas	1982
Mr. Jack S. Blanton, Houston	1982
**The Honorable Dolph Briscoe, Jr., Uvalde	1984
Mr. Karl T. Butz, Jr., Dallas	1982
Mr. Robert M. Duffey, Jr., Brownsville	1983
Mr. Edwin M. Gale, Beaumont	1983
**Mr. James B. Goodson, Dallas	1984
*Mr. Wayne D. Harbin, Houston	1984
Mr. H. B. (Hank) Harkins, Alice	1983
**Mr. Clyde Johnson, Jr., San Antonio	1984
Mr. William J. Kaplan, St. Louis, Missouri	1982
Mr. Herbert D. Kelleher, San Antonio	1982
Mr. Alex H. Massad, New York, New York	1983
Mr. W. Baker McAdams, Houston	1983
**Mr. Sheldon I. Oster, Houston	1984
Mr. Robert F. Parker, Houston	1983
Mr. James H. Polk III, El Paso	1982
*Mr. B. M. "Mack" Rankin, Jr., Dallas	1984
**Mr. Richard C. Seaver, Los Angeles, California	1984
**Mr. Rex A. Sebastian, Dallas	1984
**Mr. Ralph Spence, Tyler	1984
*Mr. Donald J. Stone, Dallas	1984
Mr. Daniel B. Stuart, Dallas	1983
**Mr. John T. Stuart, Dallas	1984
Mr. C. C. (Pete) Sublett, Houston	1983
Mr. Jack G. Taylor, Austin	1983
Mr. Jere W. Thompson, Dallas	1983
**Mr. Ralph E. Velasco, Jr., San Antonio	1984
**Mr. George S. Watson, Dallas	1984
Mr. James L. Whitcomb, Houston	1982
Mr. Michael B. Wisenbaker, Midland	1983
**Mrs. Bonita Granville Wrather, Los Angeles, California	1984
Unfilled Term	1982

College of Communication Foundation Advisory Council.  
 --Authorized Membership 30:

	<u>Term Expires</u>
**Mr. Fred V. Barbee, Jr., El Campo	1984
The Honorable Pat M. Baskin, Midland	1983
Mr. Don E. Carter, Miami, Florida	1982
Mr. George Christian, Austin	1983
Dr. Patricia Cole, Austin	1983
Mr. Walter Cronkite, New York, New York	1982
**Mr. Jim Fain, Austin	1984
*Mr. Joseph T. Jerkins, Austin	1984
Mr. Richard J. V. Johnson, Houston	1983
Mr. Ronald P. Johnson, Houston	1982
**Mr. John T. Jones, Jr., Houston	1984
*Sr. Alejandro Junco de la Vega, Monterrey, Mexico	1984
Mr. Roderick K. Keitz, Dallas	1983
Mr. Robert G. Marbut, San Antonio	1983
Mr. Wendell Mayes, Jr., Austin	1982
*Mrs. Sue Brandt McBee, Austin	1984
Mr. Thomas R. McCartin, Dallas	1982
Mr. Bill Moyers, New York, New York	1983
Mr. Al M. Natkin, New York, New York	1983
**Mr. Sam W. Papert, Jr., Dallas	1984
**Dr. Darrell T. Piersol (Ph.D.), Armonk, New York	1984
Mr. Robert E. Pulver, Norwalk, Connecticut	1982
Mr. John A. Rector, Dallas	1983
Mr. Texas E. Schramm, Dallas	1982
**Mr. Wayne C. Sellers, Palestine	1984
Mr. William H. Shepard, Pittsburgh, Pennsylvania	1982
*Mr. Pickard E. Wagner, Washington, D. C.	1984
Mr. J. D. Wrather, Jr., Beverly Hills, California	1982
Unfilled Term (Term to be determined as filled)	
Unfilled Term (Term to be determined as filled)	

College of Education Foundation Advisory Council.  
 --Authorized Membership 24:

	<u>Term Expires</u>
**Mr. Ralph A. Anderson, Jr., Houston	1984
**Mr. William H. Bingham, Austin	1982
**Dr. C. C. Colvert (Ph.D.), Austin	1982
*Mrs. Louise G. Spence Griffeth, Dallas	1983
**Mr. Richard A. Haberman, Austin	1984
**Mr. M. K. Hage, Jr., Austin	1983
**Mr. Ruben Hinojosa, Mercedes	1984
*Mrs. Patricia E. Bell Hunter, Austin	1983
**Mr. Raymond A. Lee, Austin	1982
Dr. Albert B. Martin, Amarillo	1983
*Mrs. Ann Rogers Mauzy, Dallas	1983
**Mrs. Hazel Jane Clements Monday, Huntsville	1982
*Mr. Thomas Mariam Murray, Sugar Land	1982
*Mrs. Catherine Parker, Tulsa, Oklahoma	1984
**Mrs. Sybil Seidel, Dallas	1983
**Dr. Gordon K. Teal (Ph.D.), Dallas	1984
**Mrs. Robert Wilkes, Austin	1983
*Mrs. Carolyn Josey Young, Houston	1984
Unfilled Term (Term to be determined as filled)	
Unfilled Term	1982
Unfilled Term	1982
Unfilled Term	1983
Unfilled Term	1984
Unfilled Term	1984



College of Engineering Foundation Advisory Council.

--Authorized Membership 40:

	<u>Term Expires</u>
Mr. F. C. Ackman, Houston	1983
Mr. R. L. Adams, Houston	1983
*Dr. Nasser I. Al-Rashid (Ph.D.), Riyadh, Saudi Arabia	1984
Mr. Louis A. Beecherl, Jr., Dallas	1983
*Mr. Robert S. Braden, Houston	1984
Mr. Perry G. Brittain, Dallas	1982
Mr. Glen Burroughs, Dallas	1983
*Mr. David M. Carmichael, Houston	1984
Mr. H. T. Chilton, Atlanta, Georgia	1983
*Mr. William C. Douce, Bartlesville, Oklahoma	1984
**Mr. A. R. Dudley, Houston	1984
Mr. Thomas J. Feehan, Houston	1982
**Mr. John T. Files, Houston	1984
*Mr. Harold J. Fitzgeorge, Houston	1984
Mr. J. J. Forese, Armonk, New York	1982
*Mr. Marvin Gearhart, Fort Worth	1984
Dr. L. R. Hellwig, Tulsa, Oklahoma	1982
Mr. T. Brockett Hudson, Houston	1983
Mr. John V. James, Dallas	1982
Mr. Robert L. Kirk, Dallas	1983
Mr. James R. Lesch, Houston	1983
***Mr. David Lybarger, Cleveland, Ohio	1984
**Dr. Edward A. Mason (Ph.D.), Naperville, Illinois	1984
Mr. Alex H. Massad, New York, New York	1982
Mr. Paul D. Meek, Dallas	1982
Mr. Robert L. Mitchell, New York, New York	1983
Mr. R. J. O'Brien, Houston	1983
Mr. Robert L. Parker, Jr., Tulsa, Oklahoma	1983
Mr. Travis H. Petty, Houston	1983
Mr. Don A. Rikard, Midland, Michigan	1983
Dr. Roland W. Schmitt, Schenectady, New York	1983
***Mr. Charles M. Simmons, Fort Worth	1984
Mr. J. C. Vander Woude, Longview	1982
*Mr. Edward B. Walker III, Houston	1984
Mr. J. C. Walter, Jr., Houston	1983
**Mr. Robert L. White, Arcadia, California	1984
**Mr. M. A. Wright, Houston	1984
Mr. Everett B. Yelton, Jr., Wilmington, Delaware	1983
*Mr. Keating V. Zeppa, Tyler	1984
Unfilled Term	1984

\*\*\*Approved for membership on August 14, 1981

College of Fine Arts Foundation Advisory Council.

--Authorized Membership 35:

	<u>Term Expires</u>
Mrs. Thomas D. Anderson, Houston	1982
**Mrs. Elizabeth B. Blake, Dallas	1984
Mrs. D. Phil Bolin, Wichita Falls	1982
Mrs. Marietta Moody Brooks, Austin	1983
**Miss Laura Carpenter, Dallas	1984
**Mrs. Betty Bivins Childers, Amarillo	1984
**Mr. Charles D. Clark, McAllen	1984
Mrs. Fred Thomson Couper, Jr., Houston	1983
Mrs. B. W. Crain, Jr., Longview	1983
Mrs. Trammell Crow, Dallas	1983
Miss Nina Cullinan, Houston	1983
**Mr. Bob R. Dorsey, Houston	1984
**Mrs. John C. Duncan, New York, New York	1984
**Mrs. Walter L. Foxworth II, Dallas	1984
**Dr. George S. Heyer, Jr.(Ph.D.), Austin	1984

**Miss Ann H. Holmes, Houston	1984
Mrs. Edward R. Hudson, Jr., Fort Worth	1983
Mrs. Janet C. Jessen, Austin	1982
Mr. Jack S. Josey, Houston	1983
*Mrs. Mary Lewis Kleberg, San Antonio	1984
Mrs. Amy Freeman Lee, San Antonio	1983
**Mrs. Alexander J. Oppenheimer, San Antonio	1984
**Mr. Francis Prinz, Arlington	1984
Ms. Katherine B. Reynolds, Austin	1983
Mrs. D. J. Sibley, Jr., Austin	1982
**Mr. J. I. Staley, Wichita Falls	1984
Mr. Robert D. Straus, Sr., Houston	1982
Mr. Jack G. Taylor, Austin	1983
Mr. Robert L. Tobin, San Antonio	1982
Mr. Marshall F. Wells, Houston	1982
Mrs. Gail Potts Williamson, Fort Worth	1982
**Mrs. Wallace S. Wilson, Houston	1984
Unfilled Term	1984
Unfilled Term (Term to be determined as filled)	
Unfilled Term (Term to be determined as filled)	

Geology Foundation Advisory Council.

--Authorized Membership 36:

	<u>Term Expires</u>
Mr. Charles W. Alcorn, Jr., Victoria	1982
Mr. Eugene L. Ames, Jr., San Antonio	1983
**Dr. Thomas D. Barrow (Ph.D.), Stamford, Connecticut	1984
**Mr. John F. Bookout, Houston	1984
Mr. Don R. Boyd, Metairie, Louisiana	1982
Mr. W. Henry Cardwell, Houston	1982
Mr. L. Decker Dawson, Midland	1983
Dr. Rodger E. Denison, Dallas	1982
Mr. George A. Donnelly, Jr., Midland	1982
**Mr. James H. Frasher, Houston	1984
**Mr. William E. Gipson, Houston	1984
Mr. John A. Jackson, Dallas	1983
Mr. J. Donald Langston, Houston	1982
**Mr. Jack K. Larsen, Amarillo	1984
Mr. Howard R. Lowe, Coupeville, Washington	1983
Mr. Ken G. Martin, Metairie, Louisiana	1983
Mr. Harry A. Miller, Jr., Midland	1982
**Mr. James R. Moffett, Metairie, Louisiana	1984
*Mr. Michael B. Morris, Houston	1984
Mr. Fred L. Oliver, Dallas	1983
Mr. Judd H. Oualline, Houston	1983
Dr. Philip T. Oxley (Ph.D.), Houston	1983
**Mr. Scott Petty, Jr., San Antonio	1984
Mr. Jack Phillips, Houston	1982
*Mr. George B. Pichel, Los Angeles, California	1984
Mr. W. F. Reynolds, Wichita Falls	1982
Mr. George W. Schneider, Jr., Lafayette, Louisiana	1982
Mr. Tom Schneider, Midland	1982
Mr. F. Augustus Seamans, Houston	1982
Mr. D. B. Sheffield, Houston	1983
**Mr. William T. Stokes, Midland	1984
Mr. Edwin Van den Bark, Bartlesville, Oklahoma	1983
**Mr. Joseph C. Walter, Jr., Houston	1984
Mr. Phillip E. Wyche, Houston	1982
Unfilled Term	1982
Unfilled Term	1983

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 9:

	<u>Term Expires</u>
Mrs. Betty Anderson, Lubbock	1983
Dr. Mary Boyvey, Austin	1983
Mr. John P. Commons, Duarte, California	1982
**Dr. Robert R. Douglass (Ph.D.), Austin	1984
*Mr. James L. Love, Diboll	1982
Ms. Connie Moore, Austin	1983
*Mrs. Lem Scarbrough, Austin	1984
*Mrs. Arthur Buddy Temple III, Austin	1984
*Ms. Katherine K. Wilson, Amarillo	1982

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

	<u>Term Expires</u>
Mr. Thomas D. Anderson, Houston	1983
Mr. R. Gordon Appleman, Fort Worth	1983
**Mrs. Robert B. Brinkerhoff, Houston	1984
Mrs. John S. Cargile, San Angelo	1983
Mr. Kenneth D. Carr, Austin	1983
Mrs. Amon G. Carter, Jr., Fort Worth	1983
**Mrs. Trammell Crow, Dallas	1984
Mr. Donald C. Duncan, Burnet	1982
**Frank Hadlock, M.D., Houston	1984
**Mr. Hall S. Hammond, San Antonio	1984
*Mr. Lloyd Hand, Washington, D.C.	1984
**The Honorable Harry Lee Hudspeth, El Paso	1984
*Mrs. Linda C. Hunsaker, Houston	1984
Mr. Wilson S. Jaeggli, Dallas	1982
Mr. Lenoir Moody Josey II, Houston	1982
Mr. Barron U. Kidd, Dallas	1982
**Mrs. Radcliffe Killam, Laredo	1984
Miss Nancy E. Lake, Tyler	1983
Mr. Lowell H. Lebermann, Jr., Austin	1982
Mrs. Wales H. Madden, Jr., Amarillo	1983
Mrs. E. Clyde Parker, Kerrville	1982
*Mrs. John Pope, Abilene	1982
Mr. Robert J. Robertson, Beaumont	1983
**Mrs. William D. Seybold, Houston	1984
*The Honorable Edgar Ashley Smith, Houston	1982
Mrs. William H. Snyder III, Dallas	1982
Mr. Sterling W. Steves, Fort Worth	1983
Mrs. Theodore H. Strauss, Dallas	1983
Mrs. Roger C. Sullivan, Dallas	1982
*Mr. Walter Taylor, Lubbock	1984
Mrs. Larry E. Temple, Austin	1983
Darrell Willerson, Jr., M.D., San Antonio	1982
Mrs. James C. Wynne, Jr., Tyler	1983
Unfilled Term	
Unfilled Term	1982
Unfilled Term	1984
Unfilled Term	1984

College of Natural Sciences Foundation Advisory Council.  
--Authorized Membership 24:

	<u>Term Expires</u>
Dr. Roland K. Blumberg, Seguin	1982
**Dr. Malcolm K. Brachman (Ph.D.), Dallas	1984
**Mrs. Spencer N. Brown, Waco	1984
*Dr. Donald M. Carlton (Ph.D.), Austin	1984
Mr. Robert O. Cone, Jr., Seguin	1983
Denton A. Cooley, M.D., Houston	1983
Mr. James D. Dannenbaum, Houston	1983

**Mr. Walter B. Dossett, Jr., Waco	1984
**Mr. Ben T. Head, Austin	1984
**Mr. Ralph T. Hull, Houston	1984
Mr. Baine P. Kerr, Houston	1982
Mr. Alfred King, Austin	1982
Mr. Richard M. Lucas, Berclair	1982
Dr. H. D. Medley, New York, New York	1982
Mr. Rom Rhome, Houston	1983
D. J. Sibley, Jr., M.D., Austin	1982
**Dr. Gordon K. Teal (Ph.D.), Dallas	1984
Mr. James M. Vaughan, Jr., Houston	1983
Edward H. Withers, M.D., Houston	1982
*Dr. Paul T. Wrottenbery (Ph.D.), Austin	1984
Unfilled Term	1983
Unfilled Term (Term to be determined as filled)	
Unfilled Term (Term to be determined as filled)	
Unfilled Term (Term to be determined as filled)	

Pharmaceutical Foundation Advisory Council.  
 --Authorized Membership 25:

	<u>Term Expires</u>
*Mr. Joe H. Arnette, Austin	1983
Mr. Harlus F. Barber, Laredo	1983
*Mr. James O. Burke, Abilene	1984
Mr. Henry Cade, Deerfield, Illinois	1982
Mr. William C. Conner, Fort Worth	1982
*Mr. H. Craig Darby, Irving	1984
Mr. Joe R. DeLeon, Jr., Corpus Christi	1982
*Mr. William I. Dismukes, Austin	1984
Mr. Ron Gieser, Burleson	1982
Mr. Leo F. Godley, Fort Worth	1983
Mr. Lonnie F. Hollingsworth, Lubbock	1983
*Mr. Jan Michael Klinck, McAllen	1984
Mr. Alfred A. Mannino, Kansas City, Missouri	1982
**Mrs. William L. Pipkin, Bryan	1984
Mr. Bill C. Pittman, Amarillo	1982
*Dr. William J. Sheffield (Ph.D.), Austin	1983
Mr. Glenn Smith, Waco	1982
Mr. Coulter R. Sublett, Dallas	1983
**Mr. Durwood Swanger, Texarkana	1984
Mr. Paul F. Trantham, Fort Worth	1983
Mr. J. Adan Trevino, Houston	1982
Mr. Tim L. Vordenbaumen, Sr., San Antonio	1982
Mr. Eugene L. Vykukal, Dallas	1982
Mr. Neill B. Walsdorf, San Antonio	1982
*Mr. Billy W. Woodward, Temple	1984

School of Social Work Foundation Advisory Council.  
 --Authorized Membership 21:

	<u>Term Expires</u>
Mrs. Robert M. Ayres, Sewanee, Tennessee	1982
Mr. Tom Backus, Austin	1983
*Mrs. Charles F. Bedford, Fort Worth	1984
Mr. Ernest M. Briones, Corpus Christi	1983
*Mr. Cecil Burney, Corpus Christi	1982
**Mr. Jerome Chapman, Austin	1984
Mrs. Jim Fain, Austin	1982
Mrs. Ruth H. Fred, Houston	1983
Dr. Wayne H. Holtzman, Austin	1983
John J. Kavanagh, M.D., Austin	1982
*Mrs. Harry Loftis, Tyler	1984
Mrs. Margaret H. Magness, Austin	1982
*Mr. Dean Milkes, Corsicana	1984
Mr. James J. Miller, Victoria	1982
Mrs. Carole A. Pinkett, Baytown	1983
Mr. Victor W. Ravel, Austin	1983
**Mr. Phil Dowell Strickland, Dallas	1984

Mr. A. Fred Swearingen, Corpus Christi	1982
**Mrs. Jack Rice Turner, Corpus Christi	1984
**Dr. Carolyn Dixon Wells (Ph.D.), Houston	1984
*Mr. Everett E. Woods, Abilene	1982

Marine Science Institute Advisory Council.  
 --Authorized Membership 35:

	<u>Term Expires</u>
Mrs. John B. Armstrong, Kingsville	1983
*Mr. James H. Atwill, Port Aransas	1984
Charles W. Bailey, Jr., M.D., Houston	1982
Mr. Perry R. Bass, Fort Worth	1983
**Mr. William H. Bauer, La Ward	1984
Mr. Albert M. Biedenharn, Jr., San Antonio	1982
Mr. Cecil E. Burney, Corpus Christi	1982
**Mr. Charles C. Butt, Corpus Christi	1984
Mr. Louis Castelli, Dallas	1983
**Mr. James H. Clement, Kingsville	1984
Mr. Leroy G. Denman, San Antonio	1983
*Mr. John Dorn, Corpus Christi	1984
Mr. Robert M. Duffey, Jr., Brownsville	1982
Mr. Hugh Halff, Jr., San Antonio	1982
Mr. Edward H. Harte, Corpus Christi	1983
Mr. Hayden W. Head, Corpus Christi	1982
Mr. George C. Hixon, San Antonio	1983
Mr. John C. Holmgreen, San Antonio	1983
Mr. D. Michael Hughes, Houston	1982
Mrs. Lyndon B. Johnson, Stonewall	1982
Mrs. Walter W. McAllister, Jr., San Antonio	1983
Mr. Frank W. McBee, Jr., Austin	1983
**Mr. William Negley, San Antonio	1984
**Mr. V. F. Neuhaus, McAllen	1984
Mr. A. A. Seeligson, Jr., San Antonio	1983
**Mr. James C. Storm, Corpus Christi	1984
Mr. Don E. Weber, Corpus Christi	1983
Mr. M. Harvey Weil, Corpus Christi	1982
Mr. Charles A. Worthen, Galveston	1982
Unfilled Term	1982
Unfilled Term	1982
Unfilled Term	1983
Unfilled Term	1984
Unfilled Term	1984
Unfilled Term	1984

McDonald Observatory and Department of Astronomy  
 Advisory Council.--Authorized Membership 35:

	<u>Term Expires</u>
**Dr. Willis A. Adcock (Ph.D.), Dallas	1984
Mr. Rex G. Baker, Jr., Houston	1982
*Al Barrier, M.D., Seguin	1984
Mr. William B. Blakemore II, Midland	1983
Dr. Roland K. Blumberg, Seguin	1983
*The Honorable Ed Clark, Austin	1984
**Mr. John W. Cox, Naples, Florida	1984
***Mr. James E. Egan, Austin	1984
**Mr. Houston H. Harte, San Antonio	1984
Mr. Jack S. Josey, Houston	1982
Mr. James J. Kaster, Austin	1982
Mr. Marion T. Key, Lubbock	1983
Mr. Joe J. King, Houston	1983
**Mr. Chris Lacy, Fort Davis	1982
Mr. Wales H. Madden, Jr., Amarillo	1983
Mr. R. W. McKinney, Nacogdoches	1983
**Mr. Harold E. O'Kelley, San Antonio	1984
**Mr. Robert W. Olson, Dallas	1984

**The Honorable Mary Polk, Austin	1984
The Honorable W. E. Snelson, Midland	1983
Mr. C. H. Taylor, Houston	1982
Mr. Curtis T. Vaughan, San Antonio	1982
Dr. Robert V. West, Jr., San Antonio	1983
***Mr. Otto Wetzel, Jr., Dallas	1984
Mr. Josiah Wheat, Woodville	1983
The Honorable John Wildenthal, Houston	1983
*Mr. Dan C. Williams, Dallas	1984
**Mr. Samuel T. Yanagisawa, Garland	1984
Unfilled Term	1983
Unfilled Term	1984
Unfilled Term	1984
Unfilled Term (Term to be determined as filled)	
Unfilled Term (Term to be determined as filled)	
Unfilled Term (Term to be determined as filled)	
Unfilled Term (Term to be determined as filled)	

\*\*\*Approved for membership on August 14, 1981

School of Nursing Advisory Council.  
 --Authorized Membership 18:

	<u>Term Expires</u>
Mr. Cleve Bachman, Beaumont	1982
Miss Catherine A. Bane, Houston	1983
*Mrs. Bob Casey, Jr., Houston	1984
Mrs. Joe Christie, Austin	1982
Mrs. J. E. Connally, Abilene	1982
**Armando Cuellar, M.D., Weslaco	1984
Mr. David T. Davenport, Austin	1983
*Ms. Beverly Drawe, Austin	1984
*Ms. Jane Hickie, Austin	1984
*Mr. Fred Higginbotham, Atlanta, Georgia	1983
**Ms. Luci B. Johnson, Austin	1984
Max E. Johnson, M.D., San Antonio	1983
*Ms. Susan Nash, Lubbock	1984
Mrs. John R. Rainey, Jr., Austin	1982
*William W. Sawtelle, M.D., San Antonio	1984
Mr. Earl E. Walker, Shrewsburg, Missouri	1983
Unfilled Term	1982
Unfilled Term	1984

3. The University of Texas at Dallas

Development Board.--Authorized Membership 25:

	<u>Term Expires</u>
Mrs. Bruce Calder, Dallas	1983
Mr. Clifton W. Cassidy, Jr., Richardson	1982
**Dr. Andrew R. Cecil (Ph.D.), Richardson	1984
Mr. A. Earl Cullum, Jr., Dallas	1983
Mr. Sol Goodell, Dallas	1982
**Mr. James B. Goodson, Dallas	1984
**Mr. Morris Hite, Dallas	1984
Mr. Jack B. Jackson, Richardson	1983
Mr. George W. Jalonick IV, Dallas	1983
Mr. Rex V. Jobe, Dallas	1982
Mr. Gifford K. Johnson, Dallas	1982
**Mr. Philip R. Jonsson, Dallas	1984
*Mr. John McKay, Dallas	1982
Mr. Richard K. Marks, Dallas	1982
**Mr. Mark Martin, Dallas	1984
Mr. Mike A. Myers, Dallas	1983
Dr. Marco Padalino (Ph.D.), Richardson	1983
Mrs. Theodore H. Strauss, Dallas	1983
**Mr. Thomas M. Sullivan, Dallas	1984

Mr. C. J. Thomsen, Dallas	1982
*Ms. Judy Winkel, Dallas	1984
Mr. Warren G. Woodward, Dallas	1983
Unfilled Term	1982
Unfilled Term	1983
Unfilled Term	1984

Advisory Council for the School of Management and Administration.--Authorized Membership 34:

	<u>Term Expires</u>
Mr. Harry B. Bartley, Dallas	1982
*Mr. Charles M. Best, Dallas	1982
Mr. James G. Blanchette, Jr., Dallas	1983
Mr. John R. Bunten, Dallas	1983
Mr. Robert W. Cannon, Dallas	1982
Mr. John J. Casey, Dallas	1982
Mr. William E. Cooper, Dallas	1982
Mr. S. Finley Ewing, Dallas	1982
Mr. Jerry Farrington, Dallas	1982
Mr. Richard I. Galland, Dallas	1983
Mr. James B. Gardner, Dallas	1983
Mr. Thomas C. Hayman, Dallas	1982
*Mr. Joseph W. Hight, Dallas	1984
**Mr. Thomas B. Howard, Dallas	1984
Dr. Kal A. Lifson, Dallas	1983
Mr. Richard F. Mitchell, Dallas	1982
Mr. Raymond D. Nasher, Dallas	1982
Mr. Thomas G. Plaskett, Dallas	1983
**Mr. Jay R. Reese, Dallas	1984
Mr. Frank A. Rossi, Dallas	1983
**Mr. William H. Seay, Dallas	1984
**Mr. Rex A. Sebastian, Dallas	1984
Mr. Bryan Smith, Dallas	1982
**Mr. David R. Tacke, Dallas	1984
Mr. Allan J. Tomlinson, Dallas	1983
**Mr. James R. Voisinet, Dallas	1984
**Mr. C. Lee Walton, Jr., Dallas	1984
**Ms. Linda A. Wertheimer, Dallas	1984
Mr. D. Hugh Williams, Dallas	1983
*Mr. Joel T. Williams III, Dallas	1984
Unfilled Term	1982
Unfilled Term	1983
Unfilled Term	1983
Unfilled Term	1984

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

	<u>Term Expires</u>
Dr. Willis Adcock, Dallas	1983
Mr. W. H. Bowen, Dallas	1982
**Mr. Stuart M. Bumpas, Dallas	1984
Mrs. George V. Charlton, Dallas	1982
**Mrs. A. Earl Cullum, Jr., Dallas	1984
**Mr. Robert B. Cullum, Dallas	1984
**Mr. Joe M. Dealey, Dallas	1984
**Mrs. Robert E. Dennard, Dallas	1984
Mr. Jerry S. Farrington, Dallas	1983
**Mr. Lee Fikes, Dallas	1984
Mr. Jay Goltz, Dallas	1982
Mr. Sol Goodell, Dallas	1983
Mr. Lee J. Guittar, Jr., Dallas	1983
Mr. W. Gordon Hobgood, Dallas	1983
Mr. Ray Hutchison, Dallas	1983
Miss Nelle Johnston, Dallas	1982
Mr. J. E. Jonsson, Dallas	1983

**Mr. Ben A. Lipshy, Dallas	1984
Dr. Walter Rosenblith, Cambridge, Massachusetts	1982
Mr. Herbert G. Schiff, Dallas	1982
Mr. William Schilling, Dallas	1983
Mr. Harry A. Shuford, Dallas	1982
Mr. Pat Y. Spillman, Dallas	1983
**Mr. C. A. Tatum, Jr., Dallas	1984
Mr. Carl J. Thomsen, Dallas	1982
Unfilled Term	1982
Unfilled Term	1984
Unfilled Term	1984
Unfilled Term	1984
Unfilled Term	1984

Advisory Council for the School of General Studies.

--Authorized Membership 25:

	<u>Term Expires</u>
Ms. Anne Blocker, Dallas	1983
Mr. Sam Bloom, Dallas	1982
Ms. Beverly Laughlin Brooks, Dallas	1982
Mr. Roy E. Dulak, Dallas	1983
*Mr. Hardy H. England, Richardson	1984
Mr. Jerry Gray, Richardson	1982
Mrs. Melba Davis Greenlee, Dallas	1982
Mr. David Kaplan, Richardson	1983
*Arnold H. Kassanoff, M.D., Dallas	1983
Reverend W.B.J. Martin, Dallas	1983
Mrs. Mamie McKnight, Dallas	1982
Mr. Ernest H. Randall, Jr., Richardson	1983
Mrs. Martha Ritter, Richardson	1982
*Mr. Tracy Rowlett, Dallas	1984
*Mr. Bob Ray Sanders, Dallas	1983
**Mrs. Morton H. Sanger, Dallas	1984
Reverend Louis Saunders, Dallas	1983
**Mr. Al Stillman, Dallas	1984
**Miss Rhobia Taylor, Dallas	1984
Mr. C. J. Webster, Addison	1982
Mrs. Julius Wolfram, Dallas	1983
Unfilled Term	1982
Unfilled Term	1984
Unfilled Term	1984
Unfilled Term	1984

Advisory Council for the School of Arts and Humanities.

--Authorized Membership 25:

	<u>Term Expires</u>
Mr. Jac Alder, Dallas	1983
Mr. Charles A. Angel, Jr., Dallas	1982
**Mrs. Alfred Bromberg, Dallas	1984
**Mr. Lloyd H. Haldeman, Dallas	1984
Mr. Jerry Lee Holmes, Dallas	1982
Mr. S. Roger Horchow, Dallas	1983
Mr. Plato Karayanis, Dallas	1983
Mr. Milton P. Levy, Jr., Irving	1982
**Mrs. Edward Marcus, Dallas	1984
Mr. Harry S. Parker III, Dallas	1982
Mrs. Theodore H. Strauss, Dallas	1982
Mr. Henry Taylor, Dallas	1983
Mr. Liener Temerlin, Dallas	1982
Mr. Jerrold M. Trim, Dallas	1982
*Mr. Otto K. Wetzell, Jr., Dallas	1983
Mr. J. T. Whatley, Dallas	1982
Mr. Addison Wilson III, Dallas	1983
Unfilled Term	1983



Unfilled Term	1983
Unfilled Term	1984
Unfilled Term	1984
Unfilled Term	1984
Unfilled Term	1984
Unfilled Term	1984
Unfilled Term	1984

Advisory Council for the School of Social Sciences.

--Authorized Membership 25:

	<u>Term Expires</u>
**Mr. Richard J. Agnich, Dallas	1984
**Mr. Art Busch, Dallas	1984
Mr. Karl Butz, Jr., Dallas	1982
Mr. David J. Chase, Dallas	1982
Ms. Betty Jo Christian, Washington, D.C.	1983
Ms. Lee Cullum, Dallas	1983
Mr. William Crier, Plano	1982
Mr. Alan R. Erwin, Freeport	1983
**Mr. David Fox, Carrollton	1984
Mr. F. B. Goldman, Dallas	1982
**Mr. Lee Guittar, Dallas	1984
**Ms. Kay Bailey Hutchison, Dallas	1984
Ms. Eddie Bernice Johnson, Dallas	1982
Mr. Rodger Mitchell, Richardson	1982
**Mr. George Schrader, Dallas	1984
Mr. Richard F. Smith, Dallas	1983
Mr. Garry A. Weber, Dallas	1982
Unfilled Term	1982
Unfilled Term	1982
Unfilled Term	1983
Unfilled Term	1983
Unfilled Term	1983
Unfilled Term	1983
Unfilled Term	1984
Unfilled Term	1984

4. The University of Texas at El Paso

Development Board.--Authorized Membership 25:

	<u>Term Expires</u>
Eugenio A. Aguilar, Jr., D.D.S., El Paso	1983
Mr. Richard N. Azar, El Paso	1982
**Mr. Julian Bernat, El Paso	1984
Gordon L. Black, M.D., El Paso	1982
**Mr. H. M. Daugherty, Jr., El Paso	1984
Mr. Charles H. Foster, El Paso	1983
**Mr. Hugh K. Frederick, Jr., El Paso	1984
Mrs. Robert F. Haynsworth, El Paso	1982
Mr. Robert C. Heasley, El Paso	1982
Mr. Fred Hervey, El Paso	1982
Mr. Lindsay B. Holt, El Paso	1982
**Mr. Ted Karam, El Paso	1984
Mr. Dennis H. Lane, El Paso	1983
Mr. C. H. Leavell, El Paso	1983
Mr. George G. Matkin, El Paso	1983
Mr. Louis B. McKee, El Paso	1982
Mr. L. A. Miller, El Paso	1982
Mr. Jim Neessen, El Paso	1982
Mr. W. H. Orme-Johnson, Jr., El Paso	1983
Mr. Jim Phillips, El Paso	1982
Mr. Jose G. Santos, El Paso	1983
Mr. Edward F. Schwartz, El Paso	1983
Mr. Tad R. Smith, El Paso	1982
**Mr. Sam D. Young, Jr., El Paso	1984
Unfilled Term	1984

5. The University of Texas of The Permian Basin

Development Board.--Authorized Membership 25:

	<u>Term Expires</u>
**Mr. H. Eugene Abbott, Midland	1984
*Mrs. Jerry L. Avery, Big Spring	1984
Mr. William B. Blakemore II, Midland	1983
Mr. Claude W. Brown, McCamey	1982
Mr. Ignacio Cisneros, Odessa	1982
J.D. Cone, M.D., Odessa	1983
**Mr. John A. Currie, Big Spring	1984
Mr. J. Conrad Dunagan, Monahans	1983
**Mr. Mel Z. Gilbert, Snyder	1984
Mr. Ray F. Herndon, Jr., Midland	1982
Mr. John J. Ingram, Midland	1982
**Mr. W. D. Noel, Odessa	1984
**Mr. Herschel O'Kelley, Midland	1984
Mr. Charles R. Perry, Odessa	1982
**Mr. James Roberts, Andrews	1984
Mr. Louis Rochester, Odessa	1983
Mr. W. F. Roden, Midland	1982
Mr. W. O. Shafer, Odessa	1983
Mrs. Richard C. Slack, Pecos	1983
**Mrs. Phillip R. Zeck, Odessa	1984
Unfilled Term (Term to be determined as filled)	
Unfilled Term (Term to be determined as filled)	
Unfilled Term (Term to be determined as filled)	
Unfilled Term (Term to be determined as filled)	
Unfilled Term (Term to be determined as filled)	

College of Management Advisory Council.

--Authorized Membership 15:

	<u>Term Expires</u>
***Mr. Brent Blackmon, Odessa	1982
***Mr. Mike Furman, Odessa	1984
***Ms. Charlotte Hall, Midland	1984
***Mr. Sam Holloman, Odessa	1983
***Mr. Earl W. Husband, Odessa	1982
***J. Millard Kimery, DDS, MSD, Midland	1983
***Mr. W. H. "Bill" Malone, Midland	1984
***Mr. Kenneth Martin, Odessa	1982
***Mr. Edward C. McNeel, Odessa	1983
***Mr. J. L. Moore, Odessa	1983
***Mr. Jess Sellers, Kermit	1984
***Ms. Dicie Stewart, Odessa	1984
***Mr. Bob Switzer, Odessa	1983
***Mr. Toby Tripp, Odessa	1982
***Mr. Calvin W. White, Midland	1982

\*\*\*On August 14, 1981, nominees were approved for initial membership.

6. The University of Texas at San Antonio

Development Board.--Authorized Membership 25:

	<u>Term Expires</u>
Mr. Glenn Biggs, San Antonio	1982
Dr. Roland K. Blumberg, Seguin	1982
Mr. Richard W. Calvert, San Antonio	1982
Mr. Hugh K. Foster, San Antonio	1983
Mr. Gordon N. George, San Antonio	1982
Mr. Houston H. Harte, San Antonio	1983
**Mr. James H. Helland, San Antonio	1984
Mrs. B. K. Johnson, San Antonio and La Pryor	1983
Mr. Charles A. Kuper, Sr., San Antonio	1982

Mr. Quincy Lee, San Antonio	1982
Mr. Bernard L. Lifshutz, San Antonio	1983
**Mrs. Walter W. McAllister, Jr., San Antonio	1984
Mr. B. J. "Red" McCombs, San Antonio	1983
Gen. Robert F. McDermott (Ret.), San Antonio	1983
Mr. Lewis J. Moorman, Jr., San Antonio	1982
**Mr. Harold E. O'Kelley, San Antonio	1984
**Mr. Jesse H. Oppenheimer, San Antonio	1984
Mr. Scott Petty, Jr., San Antonio	1982
Mr. C. Linden Sledge, San Antonio	1983
**Mr. John T. Steen, Sr., San Antonio	1984
Mr. Louis H. Stumberg, San Antonio	1983
**Mr. Curtis Vaughan, Jr., San Antonio	1984
**William C. Winter, M.D., San Antonio	1984
**Mrs. Irene Wischer, San Antonio	1984

Unfilled Term 1984

College of Business Advisory Council.

--Authorized Membership 25:

	<u>Term Expires</u>
**Mr. Stevenson Atherton, San Antonio	1984
Mr. Jesse A. Baker, San Antonio	1982
**Mr. Fred W. Burtner, San Antonio	1984
**Mr. William G. Conway, San Antonio	1984
Col. Victor J. Ferrari, San Antonio	1982
Dr. Lyman R. Fink, San Antonio	1982
Mrs. Katherine N. Folbre, San Antonio	1983
Mr. Gordon N. George, San Antonio	1982
Mr. George F. Golder, San Antonio	1983
Mr. William E. Greehey, San Antonio	1983
Mr. Alex H. Halff, San Antonio	1982
**Mr. James L. Hayne, San Antonio	1984
Mrs. Mazie Sale Hill, San Antonio	1983
Mr. John R. Kittrell, San Antonio	1982
Mr. Marvin M. Kline, San Antonio	1983
Mr. Byron L. LeFlore, San Antonio	1983
*Mr. Robert R. Moore, San Antonio	1984
*Mr. Clark Munroe, San Antonio	1984
Mr. Harold E. O'Kelley, San Antonio	1983
**Mr. Juan J. Patlan, San Antonio	1984
Mr. James C. Phelps, San Antonio	1982
Mr. Thomas J. Pierce, Corpus Christi	1982
Mr. Robert H. Seal, San Antonio	1982
Unfilled Term	1983
Unfilled Term	1984

7. The University of Texas at Tyler

Development Board.--Authorized Membership 25:

	<u>Term Expires</u>
Mr. C. Quentin Abernathy, Gladewater	1983
Mr. Henry M. Bell, Jr., Tyler	1983
Mr. Allen M. Burt, Tyler	1983
Mr. Charles L. Childers, Tyler	1982
**Mr. Bill G. Hartley, Tyler	1984
**Mr. J. S. Hudnall, Tyler	1984
B. H. McVicker, M.D., Lufkin	1982
**Mr. Robert J. Phillips, Tyler	1984
Mr. George W. Pirtle, Tyler	1983
Mr. A. W. Riter, Jr., Tyler	1982
Mr. Isadore Roosth, Tyler	1982
Mr. Earl L. Story, Jr., Tyler	1982
**Jim M. Vaughn, M.D., Tyler	1984
**Mr. Royce E. Wisenbaker, Tyler	1984

Unfilled Term	1982
Unfilled Term	1982
Unfilled Term	1982
Unfilled Term	1983
Unfilled Term	1983
Unfilled Term	1983
Unfilled Term	1984
Unfilled Term	1984
Unfilled Term (Term to be determined as filled)	
Unfilled Term (Term to be determined as filled)	
Unfilled Term (Term to be determined as filled)	

8. The University of Texas  
Institute of Texan Cultures at San Antonio

Development Board.--Authorized Membership 26:

	<u>Term Expires</u>
Mr. Morris Atlas, McAllen	1983
**Mr. Joe Belden, Dallas	1984
Mr. Henry M. Bell, Tyler	1983
**Mr. Jack S. Blanton, Houston	1984
Mr. Bob B. Brinkerhoff, Houston	1982
Mr. J. P. Bryan, Jr., Houston	1983
Mr. Charles C. Butt, Corpus Christi	1982
Mr. Edward Clark, Austin	1982
Mr. Bob R. Dorsey, Houston	1982
Judge Joe J. Fisher, Beaumont	1982
Mr. Jenkins Garrett, Fort Worth	1983
**Mr. Alex H. Halff, San Antonio	1984
Mr. Neal A. Hawthorn, Longview	1983
Mr. John Henderson, Lufkin	1982
**Dr. Wayne H. Holtzman, Austin	1984
**Mr. Reagan Houston III, San Antonio	1984
**Mr. Edward Joseph, Austin	1984
Mr. Max Mandel, Laredo	1983
Mr. R. W. "Dick" McKinney, Nacogdoches	1983
Dan C. Peavy, Jr., D.D.S., San Antonio	1983
**Mr. Herman Pressler, Houston	1984
Miss Josephine Sparks, Corpus Christi	1982
Mrs. Walter G. Sterling, Houston	1983
Mr. Marshall T. Steves, San Antonio	1982
Mr. David A. Witts, Dallas	1983
Unfilled Term	1984

9. The University of Texas  
Health Science 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 40:

	<u>Term Expires</u>
W. Tom Arnold, M.D., Houston	1983
George P. Bachman, M.D., Seguin	1983
Mrs. William H. Bauer, La Ward	1983
G. Valter Brindley, Jr., M.D., Temple	1982
Honorable Edward Clark, Austin	1982
Kleberg Eckhardt, M.D., Corpus Christi	1983
Edward Egbert, Jr., M.D., El Paso	1983
Mr. Lawrence E. Ethridge, Jr., Corpus Christi	1983
Mr. Edwin Gale, Beaumont	1983

Carlos D. Godinez, M.D., McAllen	1983
**Miss F. Marie Hall, Big Spring	1984
*Mrs. Florence T. Hall, Big Spring	1984
Walter F. Hasskarl, M.D., Brenham	1983
Jesse B. Heath, M.D., Madisonville	1982
*Mr. Simon Henderson, Lufkin	1984
Mr. Harris L. Kempner, Galveston	1983
Donald R. Lewis, M.D., Paris	1982
David T. McMahon, Jr., M.D., San Antonio	1982
Mr. A. G. McNeese, Jr., Houston	1983
David C. Miesch, M.D., Paris	1983
Mr. Ballinger Mills, Galveston	1983
*Mr. Robert L. Moody, Galveston	1983
Mr. W. L. Moody IV, Galveston	1983
Sam A. Nixon, Jr., M.D., Houston	1982
C. M. Phillips, M.D., Austin	1982
**Mario E. Ramirez, M.D., Roma	1984
*Wayne V. Ramsey, Jr., M.D., Abilene	1984
**Mrs. Edward R. Randall, Jr., Galveston	1984
**Harvey Renger, M.D., Hallettsville	1984
Raleigh R. Ross, M.D., Austin	1983
William D. Seybold, M.D., Houston	1983
Mr. Preston Shirley, Galveston	1982
Mr. James C. Storm, Corpus Christi	1983
Clyde E. Thomas, Jr., M.D., Big Spring	1983
Courtney M. Townsend, M.D., Paris	1982
**Jim M. Vaughn, M.D., Tyler	1984
Mr. Carmage Walls, Houston	1983
Mr. John M. Winterbotham, Houston	1982
Mr. Sam P. Woodson, Jr., Fort Worth	1983
Unfilled Term	1984

11. The University of Texas  
Health Science Center at Houston

Development Board.--Authorized Membership 53:

	<u>Term Expires</u>
**Mr. Evans Attwell, Houston	1984
**Mr. Harry G. Austin, Houston	1984
Mr. Murphy Baxter, Houston	1983
Mr. William K. Bruce, Houston	1982
Mr. Hugh Q. Buck, Houston	1982
Mr. John Cater, Houston	1983
Mrs. John S. Chase, Houston	1982
Mr. Joseph S. Cullinan II, Houston	1982
Mr. Jack Currie, Houston	1983
Mr. Robert P. Doherty, Jr., Houston	1982
*Mrs. Charles W. Duncan, Houston	1982
**Mr. John H. Duncan, Houston	1984
**Mr. Kraft W. Eidman, Houston	1984
**Mr. Kenneth Fellows, Houston	1984
**Mr. W. N. Finnegan III, Houston	1984
**Mr. Joe F. Flack, Houston	1984
Mr. A. J. Gallerano, Houston	1983
**Mr. Robert G. Greer, Houston	1984
Mr. William C. Harvin, Houston	1982
**Mr. Wayne Hightower, Houston	1984
Mr. Collins Hill, Jr., Houston	1983
**Mr. John B. Holmes, Jr., Houston	1984
Mr. Roy Huffington, Houston	1983
**Mr. Jack S. Josey, Houston	1984
**Mrs. Mavis Kelsey, Houston	1984
Mr. Allan C. King, Houston	1983
**Mr. Earl B. Loggins, Houston	1984
Mr. Ben Love, Houston	1983
**Mr. John L. McConn, Jr., Houston	1984
Mrs. A. G. McNeese, Jr., Houston	1983

Mr. Walter M. Mischer, Jr., Houston	1983
Mr. Robert Parker, Houston	1982
**Mr. Edward Randall III, Houston	1984
Mr. Theodore C. Rogers, Houston	1982
**Mr. Pat R. Rutherford, Jr., Houston	1984
Mr. Robert A. Shepherd, Jr., Houston	1982
Mr. Robert Stewart, Jr., Houston	1983
Mr. Raybourne Thompson, Sr., Houston	1982
Mrs. Felix Tijerina, Houston	1982
Mr. Prentis B. Tomlinson, Jr., Houston	1983
Mrs. Jack T. Trotter, Houston	1982
Mr. Clifford Francis Tuttle, Houston	1983
Mr. Neal O. Wade, Jr., Houston	1982
Mr. Jack Weingarten, Houston	1982
Mrs. Bernice Weingarten Welch, Houston	1983
Mr. William M. Wheless III, Houston	1983
**Mr. Gail Whitcomb, Houston	1984
Mr. Gene M. Woodfin, Houston	1983
President Roger J. Bulger, Houston	No Fixed Term
Mr. John P. Porretto, Houston	
Vice President for Administration and Finance	No Fixed Term
Unfilled Term	1982
Unfilled Term	1982
Unfilled Term	1983

12. The University of Texas  
Health Science Center at San Antonio

Development Board.--Authorized Membership 25:

	<u>Term Expires</u>
Mr. Sam Barshop, San Antonio	1983
Mr. Glenn Biggs, San Antonio	1983
Mrs. Roland K. (Jane) Blumberg, Seguin	1982
**Mr. Tom Frost, Jr., San Antonio	1984
Mr. C. C. Gunn, Sr., San Antonio	1982
Mr. G. (Jim) Hasslocher, San Antonio	1983
**John J. Hinchey, M.D., San Antonio	1984
**Mr. Louis J. Kocurek, San Antonio	1984
Mrs. Helen Tribble Mays, San Antonio	1982
Asher R. McComb, M.D., San Antonio	1982
General Robert F. McDermott, San Antonio	1983
**Mr. John E. Newman, San Antonio	1984
**Mr. Jesse H. Oppenheimer, San Antonio	1984
Mr. Charles G. Orsinger, San Antonio	1982
Mrs. John (Ruby) Peace, San Antonio	1983
Mr. Robert H. Seal, San Antonio	1983
John M. Smith, Jr., M.D., San Antonio	1982
Reeves L. Smith, D.D.S., San Antonio	1982
Mrs. John (Nell) Steen, San Antonio	1983
**Mrs. Joe (Joci) Straus, Jr., San Antonio	1984
**Mr. Edgar Von Scheele, San Antonio	1984
Mrs. Earl H. (Irene) Wischer, San Antonio	1982
Mr. H. B. Zachry, San Antonio	1983
Unfilled Term	1982
Unfilled Term	1984

13. The University of Texas System Cancer Center

Board of Visitors of University Cancer Foundation.  
--Authorized Membership 30:

	<u>Term Expires</u>
Mr. James A. Baker III, Washington, D.C.	1982
Mr. Max E. Banks, Amarillo	1983

Mr. Charles C. Butt, Corpus Christi	1983
Mr. Harlan Crow, Dallas	1982
Mr. Ernest Deal, Houston	1983
Mr. Leroy G. Denman, Jr., San Antonio	1983
Mr. John H. Duncan, Houston	1983
*Dr. Burton E. Grossman, Tampico, Mexico	1984
Mr. Paul R. Haas, Corpus Christi	1982
*Mrs. Jesse B. Heath, Jr., Houston	1984
**Mr. Thad T. Hutcheson, Jr., Houston	1984
Mr. Richard J. V. Johnson, Houston	1982
Mr. Lenoir M. Josey, Houston	1983
Mrs. J. Hugh Liedtke, Houston	1983
*Mr. Walter M. Mischer, Jr., Houston	1984
Mrs. Austin McCloud, Eastland	1982
**Mr. W. D. Noel, Odessa	1984
Mr. T. Boone Pickens, Jr., Amarillo	1982
*Mr. B. M. Rankin, Jr., Dallas	1984
Mr. William F. Roden, Midland	1983
Mr. Ben J. Rogers, Beaumont	1982
Mr. Nat S. Rogers, Houston	1983
*Mr. Isadore Roosth, Tyler	1984
Mr. W. R. Smith, Houston	1982
Mrs. Walter G. Sterling, Houston	1983
Mr. Larry E. Temple, Austin	1982
*Mr. O. Pendleton Thomas, Houston	1984
Mr. Fred Q. Underwood, Lubbock	1982
*Mr. Dan C. Williams, Dallas	1984
**Mrs. Wallace S. Wilson, Houston	1984

14.

The University of Texas  
Health Center at Tyler

Development Board.--The Texas Chest Foundation serves in this capacity. The nominees are not subject to regental approval.

- ✓ B. U. T. System: Report of Vacation of West Sixth Street Alley by the City of Austin.--

REPORT

On June 4, 1981 the Austin City Council approved the vacation of the alley extending from Colorado Street to Lavaca Street between Claudia Taylor Johnson Hall and Ashbel Smith Hall. The City staff has delivered a Quitclaim Deed dated July 1, 1981, conveying the land in the alley to the U.T. Board of Regents and retaining an easement for public utility and emergency access purposes. This conveyance will provide additional space for visitor parking and will allow University personnel to control unauthorized parking and promote better vehicular and pedestrian safety.

- ✓ C. U.T. DALLAS: APPOINTMENT OF ADVISORY COMMITTEE FOR THE SELECTION OF A CHIEF ADMINISTRATIVE OFFICER (PRESIDENT).--The membership of the Advisory Committee for the Selection of a Chief Administrative Officer (President) at The University of Texas at Dallas is reported for the record. This committee has been appointed pursuant to the Regents' Rules and Regulations, Part One, Chapter II, Section 4.11:

Advisory Committee for Selection of Chief Administrative Officer  
for The University of Texas at Dallas

System Administration Representatives

Executive Vice Chancellor Bryce Jordan (Chairman)  
Chancellor E. D. Walker

Board of Regents

Regent Jane Weinert Blumberg (Mrs. Roland K.)  
Regent Jess Hay  
Regent Tom B. Rhodes

Chief Administrative Officers

Dr. Peter T. Flawn, President, The University of Texas at Austin  
Dr. Charles C. Sprague, President, The University of Texas  
Health Science Center at Dallas  
Dr. James W. Wagener, President, The University of Texas  
at San Antonio

Deans' Representatives - U.T. Dallas

Dr. Raymond P. Lutz, Executive Dean of Graduate Studies  
and Research

Faculty Representatives - U.T. Dallas

Dr. James C. Bartlett, School of Human Development  
Dr. David C. Emanuel, School of Management and Administration  
Dr. Dennis Kratz, School of Arts and Humanities  
Dr. David J. Morgan, School of Social Sciences  
Dr. Patrick L. Odell, School of Natural Sciences and Mathematics

Student Representatives

Ms. Sally Nance  
Mr. Robert A. Rodriguez

Dallas Community Representative

Mr. Robert Decherd



III. SCHEDULED MEETINGS AND EVENTS. -- Below is a schedule of meetings and events that have been reported to the Office of the Board of Regents:

Board of Regents' Meeting (Place to be designated)

December 10-11, 1981

Holidays

(1981)

- October 12 (Columbus Day) -
- November 26-27 (Thanksgiving)
- December 23-25 (Christmas)
- December 31 (New Year's Holiday)

(1982)

- January 1 (New Year's Day)
- February 15 (George Washington's Birthday)
- March 2 (Texas Independence Day)
- April 9 (Good Friday - afternoon)
- May 31 (Memorial Day)
- July 5 (Independence Holiday)

Other Events

- October 2, 1981 U. T. Cancer Center -  
7:00 p.m. Board of Visitors -  
Honoring Dr. R. Lee  
Clark, Houston
- October 3, 1981 U. T. Cancer Center -  
Meeting of Board of  
Visitors
- October 30, 1981 U. T. Austin - Awards  
to Distinguished Alumni

**1982**

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

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

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

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

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

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

**1981**

SEPTEMBER									
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

NOVEMBER											
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				

OCTOBER							
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	

DECEMBER										
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

See Page C of W - 119 for 1981 Football Schedules:

- U. T. Arlington
- U. T. Austin
- U. T. El Paso

1981 Football Schedule for U. T. Arlington

October 3	7:30 p. m.	Southern Mississippi Univ.	at Hattiesburg
October 10	7:30 p. m.	*Louisiana Tech University	at Arlington
October 24	1:30 p. m.	North Texas State Univ.	at Cotton Bowl
October 31	2:00 p. m.	*Arkansas State University	at Arlington
November 7	7:30 p. m.	*Southwestern Louisiana U.	at Lafayette, La.
November 14	7:30 p. m.	*McNeese State University	at Arlington
November 21	7:30 p. m.	*Lamar University	at Arlington

---

\*Southland Conference Game

1981 Football Schedule for U. T. Austin

October 10	2:00 p. m.	Oklahoma	at Dallas
October 17	2:00 p. m.	Arkansas	at Fayetteville
October 24	2:00 p. m.	SMU	at Dallas
October 31	*	Texas Tech	at Austin
November 7	7:30 p. m.	Houston	at Houston
November 14	1:00 p. m.	TCU	at Austin
November 21	1:00 p. m.	Baylor	at Austin
November 26	2:00 p. m.	A&M	at College Station

---

\*Time not definitely designated

1981 Football Schedule for U. T. El Paso

October 2	7:30 p. m.	Utah	at Salt Lake City
October 10	7:00 p. m.	New Mexico	at Albuquerque
October 17	1:30 p. m.	Wyoming	at Laramie
October 24	7:30 p. m.	Colorado State	at El Paso
October 31	7:30 p. m.	Arizona	at Tucson
November 7	1:30 p. m.	Hawaii	at El Paso
November 21	7:30 p. m.	San Diego State	at San Diego
November 28	1:30 p. m.	Nevada-Las Vegas	at El Paso

**C of W  
Exec. Session**

COMMITTEE OF THE WHOLE - EXECUTIVE SESSION  
Pursuant to Vernon's Texas Civil Statutes,  
Article 6252-17, Sections 2(e), (f) and (g)

Date: October 8, 1981

Time: Following the Meeting of the Buildings and Grounds Committee  
(If not completed, will meet again on October 9.)

Place: Room 240, University Center, U. T. Tyler

1. Pending and/or Contemplated Litigation - Section 2(e)
  - a. U. T. Austin: Litigation Involving the NCAA
  - b. U. T. Health Science Center - Houston: Contemplated Litigation Involving Title to Certain Acreage
  - c. U. T. Cancer Center: Proposed Settlement of Litigation
2. Land Acquisition, Purchase, Exchange, Lease or Value of Real Property and Negotiated Contracts for Prospective Gifts or Donations - Section 2(f)
3. Personnel Matters [Section 2(g)] Relating to Appointment, Employment, Evaluation, Assignment, Duties, Discipline, or Dismissal of Officers or Employees
  - a. U. T. Board of Regents: Election of Officer and Appointment of Committees
  - b. U. T. San Antonio: Approval, Rejection, or Amendment of the Findings and Recommendations of a Hearing Tribunal Concerning an Untenured Faculty Member

## Documentation

### 1. Pending and/or Contemplated Litigation - Section 2(e).--

#### a. U. T. Austin: Litigation Involving the NCAA.--

#### b. U. T. Health Science Center - Houston: Contemplated Litigation Involving Title to Certain Acreage.--

### RECOMMENDATION

A note in the amount of \$2 million payable by The University of Texas Foundation, Inc. to the Board of Trustees of Hermann Hospital Estate purportedly was past due after January 1, 1981. The note represents the indebtedness of the U. T. Foundation for the purchase price of certain land now owned by the U. T. Board of Regents in Harris County. The note is secured by a vendor's lien and Deed of Trust. The Office of the Chancellor concurs in the recommendation of President Bulger that the U. T. Board of Regents authorize the Chairman of the Board, after approval as to content by the Office of the Chancellor and as to form by the Office of General Counsel, to execute and/or accept all instruments necessary to obtain cancellation of a \$2 million promissory note and release of a vendor's lien and Deed of Trust held by the Hermann Hospital Estate against approximately 60 acres of a 99.0670 tract of land owned by the U. T. Board of Regents -- the consideration for such cancellation and releases to be the agreement of the Board of Regents to construct a facility to house the U. T. Health Science Center - Houston Cyclotron. (Please refer to the recommendation on Page(s) B&G ).

A second alternative is the initiation of a lawsuit in an attempt to prove that the indebtedness to the Hermann Hospital Estate has been paid by "the rendition of professional services" to the Hermann Hospital. This alternative is not recommended.

### BACKGROUND INFORMATION

Earlier this year, representatives of the Hermann Hospital Estate contacted the Office of the Chancellor concerning a note owed to the Hospital by the U.T. Foundation. The representatives of the Estate maintained that the note was past due. During several conferences, the Estate's representatives also indicated that the hospital was encountering financial difficulties. Adding to the financial difficulties was the need to sell approximately \$13 million in bonds for repair and remodeling projects. Part of the proceeds of the bond sale was to be used to provide housing for a cyclotron which was to be purchased by the U. T. Health Science Center - Houston and jointly operated by the U. T. Health Science Center - Houston and the Hermann Hospital.

#### c. U. T. Cancer Center: Proposed Settlement of Litigation.--

2. Land Acquisition, Purchase, Exchange, Lease or Value of Real Property and Negotiated Contracts for Prospective Gifts or Donations - Section 2(f).--

3. Personnel Matters [Section 2(g)] Relating to Appointment, Employment, Evaluation, Assignment, Duties, Discipline, or Dismissal of Officers or Employees.--

a. U. T. Board of Regents: Election of Officer and Appointment of Committees.--

b. U. T. San Antonio: Approval, Rejection, or Amendment of the Findings and Recommendations of a Hearing Tribunal Concerning an Untenured Faculty Member.--

COMMITTEE OF THE WHOLE - EXECUTIVE SESSION

EMERGENCY ITEM

October 8-9, 1981

	<u>Page</u>
3. Personnel Matters [Section 2(g)] Relating to Appointment, Employment, Evaluation, Assignment, Duties, Discipline, or Dismissal of Officers or Employees	
c. U. T. Board of Regents: Proposed Amendments to the Regents' <u>Rules and Regulations</u> , Part One, Chapter I	5

Documentation

3. Personnel Matters [Section 2(g)] Relating to Appointment, Employment, Evaluation, Assignment, Duties, Discipline, or Dismissal of Officers or Employees.--

c. U. T. Board of Regents: Proposed Amendments to the Regents' Rules and Regulations, Part One, Chapter I.--

RECOMMENDATION

Regents Hay, Milburn, Newton, and Rhodes (a Special Committee appointed by Chairman Powell on August 14, 1981 -- Regent Hay, Chairman) recommend the following amendments to the Regents' Rules and Regulations:

A. Amendments to Chapter I of Part One of the Regents' Rules and Regulations.

1. Amend Subsection 3.2 of Section 3 to read as follows:

"3.2 Duties of the Chairman.--The duties and responsibilities of the Chairman shall include the following:

3.21 The Chairman shall preside over the meetings of the Board.

3.22 The Chairman shall be authorized to call special meetings of the Board, as herein provided.

3.23 Except for the Executive Committee, which shall be composed of the Chairman and the two Vice-Chairmen, ~~the~~ Chairman shall appoint the standing and special committees of the Board ~~[,as herein provided].~~

3.24 The Chairman shall be an ex officio member of all committees of the Board.

3.25 The Chairman shall sign, with the Executive Secretary attesting, any bonds, contracts or other documents or instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board to some other officer, official or agent of the System."

2. Amend Section 4 to read as follows:

"Sec. 4. Vice-Chairmen [Chairman] of the Board.--Two [The] Vice-Chairmen [Chairman] of the Board shall be elected by the Board from its number when the Chairman is elected and shall serve at the pleasure of the Board. At the election, the Board shall designate which Vice-Chairman shall assume the duties of Chairman in case of the absence, death, resignation, disability, removal, or disqualification of the Chairman. In case of the absence, death, resignation, disability, removal, or disqualification of the Chairman, the designated Vice-Chairman shall perform the duties of the Chairman until the Chairman shall resume his or her office or a successor Chairman shall have been elected as herein provided. In case of the absence, death, resignation, disability, removal, or disqualification of both the Chairman and the designated Vice-Chairman, the other Vice-Chairman shall perform the duties of Chairman until the Chairman or designated Vice-Chairman shall resume his or her office or a successor Chairman shall have been elected as herein provided. Upon the death, resignation, disability, or removal of a [the] Vice-Chairman, the Board shall elect a successor Vice-Chairman as soon as practicable."



3. Amend Section 6 to read as follows:

"Sec. 6. Meetings of the Board and Standing Committees of the Board.

"6.1 Regular Meetings of the Board.--Regular meetings of the Board shall be held at such times and places as the Board shall designate. Unless otherwise determined in advance by the Board, all regular meetings shall be held in Austin.

"6.2 Special Meetings of the Board.--Special meetings of the Board shall be held upon the call of the Chairman, or upon the written request of three members of the Board. The Chairman shall cause written notification of the time, place, and purposes of any special meeting to be mailed to each member of the Board by the Executive Secretary at least three days before the time of the meeting.

"6.3 Regular meetings of Standing Committees.--Regular meetings of standing committees of the Board shall be held at such times and places as each standing committee shall designate. The Chairman of each standing committee shall coordinate the times and places of regular meetings through the Office of the Board of Regents in order to avoid conflicts due to overlap in membership. Unless otherwise determined in advance by the standing committee, all regular meetings shall be held in Austin.

"6.4 Special Meetings of Standing Committees.--Special meetings of standing committees shall be held upon the call of the Chairman of the Committee, upon the call of the Chairman of the Board, or upon the written request of two members of the committee. The Chairman of the standing committee shall cause written notification of the time, place, and purposes of any special meeting to be mailed to each member of the Board by the Executive Secretary at least three days before the time of the meeting.

"6.5[3]Official Business.--No business other than that placed on the Agenda and noticed as required by law shall be officially transacted at a meeting of the Board or its committees."

4. Amend the heading of Section 7 and Subsection 7.1 of Section 7 to read as follows:

"Sec. 7. Committee[s] Structure.

"7.1 Standing Committees.--The following committees shall be standing committees of the Board to consider policies for the government of all major areas: (a) Executive Committee [~~Committee of the Whole~~]; (b) Finance and Audit Committee [~~System-Administration-Committee~~]; (c) Academic [~~and Developmental~~] Affairs Committee; (d) Health Affairs Committee; (e) Buildings and Grounds Committee; (f) Land and Investment Committee.

7.11 Composition [~~Appointment and Term~~] of Standing

Committees [~~and~~]; Appointment [~~Authority~~] of Chairmen [~~Chairman-Thereof~~].--

7.111 The Executive Committee is composed of the Chairman and Vice-Chairmen of the Board. The Chairman of the Board is the Chairman of the Executive Committee.

7.112 Each standing committee, other than the Executive Committee, is composed of three members of the Board appointed by the Chairman.

~~[All members of the Board shall be members of each of the standing committees.]~~

7.113 The Chairman of each standing committee (other than the Executive Committee [of the Whole]) shall be appointed by the Chairman of the Board shortly after his or her election, by and with the consent of the Board, and shall remain as Chairman of the standing committee (unless a vacancy shall be caused by death, resignation, or refusal of some member of a committee to act) until the succeeding Board Chairman shall have reconstituted the committees. ~~[The Chairman of any of the six standing committees may appoint subcommittees on either a standing or ad-hoc basis to give special consideration to special problems.]~~

7.12 Method of Filling Vacancies in the Chairmanship of Standing Committees.--In case a vacancy shall occur in the chairmanship of any of the standing committees, the Chairman of the Board shall appoint another member of the Board to serve as Chairman of the standing committee, by and with the consent of the Board, and, if confirmed, the appointment shall stand until the time for appointment of Chairmen of the standing committees as provided in Subdivision 7.113 of this Chapter.

~~[7.13--Time of Meeting of Committees of the Board.--The committees of the Board customarily shall meet on the first day of any scheduled Board meeting and at such other times as the majority of the members of each committee shall determine.]~~

7.13[4] Authority of Standing Committees.--The authority of standing committees of the Board shall be subject to action of the whole Board and ~~[, except in cases where it is necessary for the System Administration Committee to act for the Board during the interim periods between Board meetings,]~~ the committees' actions shall be referred to the Board before they shall become effective.

7.14[5] Duties of the Executive Committee ~~[Committee of the Whole].--The Executive Committee, after appropriate consultation with other members of the Board, shall act for the Board on emergency items that require immediate action between meetings of the Board; provided, at each Board meeting, the Executive Committee shall report, for ratification and approval, all actions taken by it since the last meeting~~~~[The Chairman of the Board shall serve as Chairman of the Committee of the Whole.--The Committee of the Whole shall receive and consider items referred to it by the Chairman of the Board and by other committees]~~of the Board.

7.15[6][Composition and] Duties of the Finance and Audit ~~[System Administration] Committee.--[The System Administration Committee shall have authority to act for the Board on all matters that require action between meetings of the Board, but at each meeting of the Board, the System Administration Committee shall report in writing (for ratification) all actions taken by it since the last meeting of the Board.]~~  
The Finance and Audit Committee ~~[System Administration Committee]~~ shall ~~[in addition thereto]:~~

715[6] Consider and make recommendations to the Board on all ~~[budgetary]~~ matters relating to the

- business and administrative management of The University of Texas System Administration and each component institution of the [Administration, including the budgets for all properties occupied by] System [Administration personnel].
- ~~[7.162-- Consider and make recommendation on all matters relating to the administrative organization of the System and its component parts.]~~
- 7.152[63] Following consultation with the Academic Affairs Committee and the Health Affairs Committee, c[onsider and recommend to the Board the operating budgets of The University of Texas [make recommendations with respect to the role, operation, and budget of any special function or offices controlled by] System Administration and each component institution of the System.
- 7.153 Following consultation with the Academic Affairs Committee and the Health Affairs Committee, consider and recommend to the Board biennial submissions of appropriation requests to the Legislative Budget Board and to the governor as prepared by the Office of the Chancellor in accordance with Section 6 of Chapter II of Part Two of these Rules and Regulations.
- 7.154 Propose to the Board all appropriations of funds and all modifications of or additions to such appropriations.
- 7.155 Following consultation with the Academic Affairs Committee and the Health Affairs Committee recommend to the Board matters which commit the University System or any component thereof to operating expenditures in future fiscal years.
- 7.156 Counsel with the Office of the Chancellor and recommend appropriate Board action with respect to any recommendations by the Chancellor related to the appointment, promotion, and dismissal of such System Administration Officers as report directly or indirectly to the Chancellor.
- 7.157 Recommend to the Board all administrative funds and compensation for the Office of the Chancellor and System Administration and the rates of professional compensation.
- 7.158 Consider and recommend to the Board matters related to all employee personnel programs, fringe benefits, retirement programs, and labor relations in the System Administration and the component institutions.
- 7.159 Obtain, review, and report to the Board on all State, System Administration, and institutional audit reports.
- 7.15(10) Exercise supervision over post-auditing activities related to the conduct and administration of the System and component institutions.
- 7.15(11) Transmit to the Chancellor, subject to the prior approval of the Board, such instructions as it deems necessary for the enforcement of sound accounting and auditing practices.
- 7.15(12) Initiate System Administration and institutional audits as deemed necessary to ensure management control within The University of Texas System. (In this regard, the Chairman of the Finance and Audit Committee shall have direct access to the

person who occupies the position of chief auditor of the System.)

7.16[7] Duties of the Academic [and-Developmental] Affairs Committee.--The Academic [and-Developmental] Affairs Committee shall:

7.16[7]1 Consider and report to the Board on matters concerned with substantive aspects of policies and programs related to the [make-recommendations relating-to-matters-of] academic philosophy and objectives of [policy-and-student-life-in] the general academic institutions; with University relations; and with general academic planning, instruction, and research.

7.16[7]2 Recommend to the Board policies relating to soliciting and securing gifts and endowments for the University's general academic institutions and the acceptance, use, and allocation of such gifts and endowments including recommendations on appointments to Professorships and Chairs [Study-and-make-recommendations-relating-to developmental-matters-concerning-the-general academic-institutions].

7.16[7]3 Consider and report to the Board on all matters affecting the [growth-and-usefulness-of-the] libraries of the general academic institutions [University].

7.164 Recommend to the Finance and Audit Committee matters which commit the general academic institutions to operating expenditures in future years.

7.165 Consider and recommend to the Finance and Audit Committee the annual operating budgets of the general academic institutions, including rates of compensation.

7.166 Consider and recommend to the Finance and Audit Committee biennial submissions of appropriation requests to the Legislative Budget Board and to the governor as prepared by the Office of the Chancellor in accordance with Section 6 of Chapter II of Part Two of these Rules and Regulations.

7.167 Counsel with the Office of the Chancellor and recommend to the Board approval of matters related to student affairs, fees and housing in the general academic institutions.

7.168 Counsel with the Office of the Chancellor and recommend to the Board approval of the appointment, promotion, and dismissal of such institutional officers as may be appropriate in the general academic institutions.

7.169 Consider and report to the Board on matters relating to the research, training, and community service activities at the general academic institutions.

7.16(10) Consider and recommend to the Board the acceptance and execution of grants and contracts for research, training, and community service at the general academic institutions.

7.16(11) Counsel with the Office of the Chancellor and recommend appropriate Board action with respect to any recommendations by the Executive Vice Chancellor for Academic Affairs related to the appointment, promotion, and dismissal of such System Administration Officers as report

directly or indirectly to the Executive Vice  
Chancellor for Academic Affairs.

7.17[8] Duties of the Health Affairs Committee.-- The Health  
Affairs Committee shall:

- 7.171 Consider and report to the Board on matters  
concerned with substantive aspects of policies  
and programs related to the academic philosophy  
and objectives of the health-related  
institutions; with University relations; and  
with health-related academic planning,  
instruction, and research.
- 7.172 Recommend to the Finance and Audit Committee on  
matters which commit the health-related  
institutions to operating expenditures in future  
years.
- 7.173 Consider and recommend to the Finance and Audit  
Committee the annual operating budgets of the  
health-related institutions, including rates of  
compensation.
- 7.174 Consider and recommend to the Finance and Audit  
Committee biennial submissions of appropriation  
requests to the Legislative Budget Board and to  
the governor as prepared by the Office of the  
Chancellor in accordance with Section 6 of  
Chapter II of Part Two of these Rules and  
Regulations.
- 7.175 Counsel with the Office of the Chancellor and  
recommend to the Board approval of matters  
relating to student affairs, fees and housing in  
the health-related institutions.
- 7.176 Counsel with the Office of the Chancellor and  
recommend to the Board the approval of the  
appointment, promotion, and dismissal of such  
institutional officers as may be appropriate in  
the health-related institutions.
- 7.177 Consider and report to the Board on matters  
relating to the research, training, and  
community service activities of the  
health-related institutions.
- 7.178 Consider and report to the Board on all matters  
affecting the libraries of the health-related  
institutions.
- 7.179 Consider and recommend to the Board the  
acceptance and execution of grants and contracts  
for research, training, and community service at  
the health-related institutions.
- 7.17(10) Recommend to the Board policies relating to  
soliciting and securing gifts and endowments for  
the University's health-related institutions and  
the acceptance, use, and allocation of such  
gifts and endowments including recommendations  
on appointments to Professorships and Chairs.  
[consider-all-matters-connected-with-the  
health-related-institutions-and-schools-except  
those-specifically-assigned-to-other-committees  
of-the-Board.-There-shall-be-a-Subcommittee-on  
Hospitals-of-the-Health-Affairs-Committee-to  
consist-of-the-Chairman-of-the-Health-Affairs  
Committee-and-two-Regents-appointed-by-the  
Chairman-of-the-Board.--The-System-Vice  
Chancellor-for-Health-Affairs-shall--be-an-ex  
officio-member-of-the-Subcommittee.--The  
Subcommittee-on-Hospitals-shall-have-the  
following-duties-with]

- 7.17(11) With respect to each Hospital owned by The University of Texas System:
- 7.17[8](11)1 Participate in the accreditation process for the Hospital;
- 7.17[8](11)2 Review long-range plans for the Hospital;
- 7.17[8](11)3 Review and make recommendations to the Board concerning the bylaws, rules and regulations of the medical staff of the Hospital[,and approval-of-same];
- 7.17[8](11)4 Review and make recommendations to the Board concerning mechanisms and controls for the achievement and maintenance of high standards of professional practices in and at the Hospital[,-and-approval-of-same]; and
- 7.17[8](11)5 Hold regular meetings [at-least-once annually,] at the Hospital to review programs and problems. [;and
- ~~7.186--Report-to-the-Board-the-substance-of-each meeting-of-the-Subcommittee-and-make-any appropriate-recommendations.]~~
- 7.17(12) Counsel with the Office of the Chancellor and recommend Board action with respect to any recommendations by the Executive Vice Chancellor for Health Affairs related to the appointment, promotion, and dismissal of such System Administration Officers as report directly or indirectly to the Executive Vice Chancellor for Health Affairs.
- 7.18[9] Duties of the Buildings and Grounds Committee.--The Buildings and Grounds Committee shall [have-the following-duties]:
- 7.18[9]1 [It-shall] C[on]sider matters [and-make recommendations] relating to the acquisition and use of the grounds [land] and [the-construction and-use-of] buildings of all campus and campus-related real property of The University of Texas System [and-other--matters-involving-the physical-expansion-of-the-System-and-its-component-institutions].
- 7.18[9]2 Recommend to the Board the award of contracts to consulting and other architects; approve plans and accept bids for construction projects [It shall-review,-and-make-recommendations regarding,-all-proposals-for-new-construction-in an-amount-exceeding-\$50,000,-all-proposals-for repairs-and-remodeling-of-the-physical-plant which-involve-proposed-expenditures-of-\$80,000 or-more,-and-proposals-for-extensive improvements-of-the-grounds-of-the-System-and its-component-institutions].
- 7.183 Recommend to the Board the award and execution of construction and equipment contracts and approve progress reviews and beneficial occupancy of construction projects.
- 7.184 Consider capital improvement requests and, with the concurrence of the Finance and Audit Committee, make recommendations to the Board.
- 7.185 Make recommendations to the Board with respect to the naming of University buildings, streets, roads, and other facilities including redesignation of existing facilities.
- 7.19[(10)] Duties of the Land and Investment Committee.--The Land

and Investment Committee shall:

- 7.191 Consider and make recommendations to the Board on all matters relating to [(a)] the investment and investment properties of the Permanent University Fund and all trusts and special funds. [(b)]
- 7.192 Consider and make recommendations on all matters relating to management of the [state] lands constituting the permanent endowment of the University. [(c)]
- 7.193 Consider and make recommendations on all matters relating to the acquisition, management, and sale of trust property and special funds, and [(d)] the issuance of bonds.
- 7.194 Recommend to the Board appointments and dismissals of members of the Investment Advisory Committee and of investment consultants and advisors.
- 7.195 Periodically report to the Board on the investment operations of The University of Texas System.
- 7.196 Counsel with the Office of the Chancellor and recommend Board action with respect to any recommendations by the Chancellor related to the appointment, promotion, and dismissal of such System officers as are responsible for managing the lands and investments of the system or any component thereof."

5. Amend Subsections 8.2, 8.4, and 8.5 of Section 8 to read as follows:

- "8.2 Order of Business.--Customarily, the order of business at a regular meeting of the Board shall be as follows:
  - 8.21 Correction and approval of Minutes of preceding meeting.
  - 8.22 Executive Session of the Board.
  - 8.23[2] Special Items:
    - (a) Office of the Chancellor
    - (b) Chief administrative officers of the component institutions
    - (c) Members of the Board
  - 8.24[3] Consideration of approval of items contained in r[R]eports of standing committees.
    - (a) Executive Committee
    - (b) Finance and Audit Committee
    - (c) Academic Affairs Committee
    - (d) Health Affairs Committee
    - (e) Buildings and Grounds Committee
    - (f) Land and Investment Committee
  - 8.25 Consideration of items referred directly to the Board.
  - 8.26[4] Reports of special committees.  
~~[8.25--Reports-of-the-Committee--of-the-Whole.]~~
- "8.4 Matters to be Referred to Committees.--The Chairman of the Board in consultation with the Executive Secretary to the Board and appropriate committee chairmen shall make appropriate referrals to standing committees. On all matters for the consideration of the Board originating in the Office of the Chancellor, the Office of the Chancellor shall include a recommendation as to the standing committee to which the matter should be referred. Insofar as it is practicable [and desirable], all subjects and matters requiring Board action shall be referred to the appropriate standing committee for

consideration and recommendation before action is taken thereon by the Board.

"8.5 Communications by and to the Board.

8.51 Members of the Board of Regents are to be permitted access to such personnel and information as in their individual judgements will enable them to fulfill their duties and responsibilities as Regents of The University of Texas System. It is the responsibility of each Regent to be knowledgeable in some detail regarding the operations, management, finances, and effectiveness of the academic, research, and public service programs of The University of Texas System, and members of the Board have the right and authority to inform themselves as to their duties, responsibilities and obligations in such a manner as they may deem proper. The regular channel of communication from members of the Board to the faculty, staff and administration is through the Office of the Chancellor and the chief administrative officer of the institution involved, and a copy of any communication sent by a Regent directly to any member of the faculty, staff or administration should be furnished to the Office of the Chancellor and the chief administrative officer of the institution involved; however, individual Board members are not precluded when they deem it necessary and proper from direct participation and communication with the chief administrative officers, representatives, and personnel of The University of Texas System Administration and its component institutions, faculty members and other groups. All staff and faculty proposals that are to be acted upon by the Regents shall be presented to the Office of the Chancellor in sufficient time to permit that office [him] to consider such proposals, make recommendations thereon, and transmit them to the Executive Secretary to the Board no later than seventeen days prior to the next meeting of the Board, in order that the calendar, agenda, and supporting material may be prepared in time to mail to the members of the Board so they will receive it at least five days prior to the meeting. Except where emergency proposals are involved, all such proposals not submitted to the Executive Secretary within the time prescribed shall not be considered by the Board but shall automatically be deferred until the next meeting of the Board.

8.52 Except upon invitation of the Board, the Chairman of the Board or the Office of the Chancellor, no person shall appear before the Board or any committee thereof unless he shall file with the Executive Secretary to the Board a written request for such appearance at least ten days before the date of such appearance and unless the Chairman of the Board, or a majority of the whole Board, shall approve the request; provided, however, that the chief administrative officer, or his delegate, and/or the president of the students' association, or his delegate, of any component institution, without prior notice or request but subject to such time limitation as may be prescribed by the Chairman or a majority of the Board (or by the chairman or a majority of the committee), may appear before the Board or any committee thereof whenever the matter under consideration by the Board or committee directly affects the component institution represented by such chief administrative officer and/or student



president. Whenever time and other circumstances permit, the president of the students' association, or his delegate, of such component institution, shall consult with the chief administrative officer, or his delegate, of such institution regarding said "matter under consideration" prior to the meeting of the Board or committee. Insofar as possible, any person who appears before the Board pursuant to the ten-day notice provision or without notice pursuant to the provisions of this paragraph shall provide a written statement of the substance of such person's presentation to the Board, and, insofar as possible, such written statement shall be delivered to the Executive Secretary to the Board in sufficient time for copies to be distributed to the Regents prior to the meeting.

- 8.53 All official material to be distributed to the Regents shall be transmitted through the Office of the ~~[Secretary-to-the]~~ Board. Copies of all official communications from administrative officers to the Regents shall be sent to the Executive Secretary. Communications from the Office of the Chancellor shall be exempt from this requirement at the Chancellor's discretion, but in such cases information copies shall be furnished to the Executive Secretary.
- 8.54 A docket, to be entitled "Docket No. \_\_\_ of the Office of the Chancellor," composed of routine matters arising from System Administration and the component institutions, which are required to be reported to and/or approved by the Board in accordance with established policies of the Board, shall be prepared as directed and approved by the Office of the Chancellor. All docket items from the component institutions must be received in the Office of the Chancellor not less than twenty-one days prior to the next regular scheduled meeting for inclusion on the docket for that meeting. The Docket of the Office of the Chancellor shall be distributed by the Executive Secretary to all members of the Board ten days before the Board convenes, together with a ballot to be returned seven days thereafter. The ballot will read: "Approved, except as to the following items:" with space provided for listing the excepted items. All items not excepted by any Regent will be approved by the Board at its next meeting, without detailed consideration. Any excepted item listed by any Regent will be deferred and will be processed through the appropriate standing [System Administration] c[G]ommittee for consideration at the first regular meeting of the Board following action on the item by the appropriate standing [System Administration] c[G]ommittee.
- 8.55 Except for communications from the Office of the Chancellor and the Executive Secretary to the Board, all communications to the Board from members of the faculty and staff should be in writing. The regular channel of communication from the faculty, staff, and administration to the Board is through the chief administrative officer of the institution involved and the Office of the Chancellor. A copy of any communication sent directly to a Board member should be furnished to the Office of the Chancellor and to the chief administrative officer of the institution involved. A description of all matters to be considered by the Board or a standing committee of the Board at any meeting shall be mailed or delivered to each member of the Board or to each member of the appropriate standing committee of the Board and to the

Office of the Chancellor at least five days in advance of the meeting at which they are to be considered, and insofar as possible, such material shall be mailed or delivered to each member of the Board or to each member of the appropriate standing committee of the Board [the Regents] and the Office of the Chancellor at least ten days in advance of the meeting. Each such matter shall be accompanied by a summary of the facts pertaining thereto, the need for action thereon, and the recommendations of the Office of the Chancellor. Where contractual awards are involved, the summary shall show the method of competition, if any, the names and offers of all interested parties, and generally sufficient information to show the reasons for and fairness of each transaction. The recommendations of the Office of the Chancellor shall state whether or not they are fully concurred in by any institutional head involved, and if not, the views and recommendations of the institutional head shall be included. Any matter not sent to the members of the Board or the members of a standing committee of the Board, documented as herein provided, at least five days in advance of the meeting at which it is to be considered, shall go over to the next meeting for consideration; provided, however that if sufficient emergency exists requiring immediate action and it appears that the delay was unavoidable, this requirement may be waived by a two-thirds vote of the Board or a standing committee of the Board."

B. Authorize the Executive Secretary in consultation with the Chairman, the Office of the Chancellor, and the Office of General Counsel to make editorial changes in the Rules and Regulations as needed to conform to the amendments made by the adoption of this recommendation.

#### BACKGROUND INFORMATION

With the concurrence of the Board of Regents, former Regent Chairman Dan C. Williams arranged for the appointment of a committee of volunteers to study the management and the organization of the Board of Regents and The University of Texas System. In accordance with oral reports and recommendations of that committee, the Board of Regents, on August 14, 1981, adopted amendments to Chapter II of Part One of the Rules and Regulations creating and implementing the Office of the Chancellor and also adopted amendments to Section 5 of Chapter I of Part One strengthening the structure and staff of the Office of the Board of Regents. The changes here proposed in the organization of the Board of Regents are also reflective of the oral reports and recommendations of that committee. The major change to be effectuated by these proposed amendments to Chapter I is a restructuring and streamlining of the Board's standing committee structure.

---

**Meeting of  
the Board**

(continued)

MEETING OF THE BOARD OF REGENTS  
of  
THE UNIVERSITY OF TEXAS SYSTEM

Date: October 9, 1981

Time: Following Completion of All Committee Meetings

Place: Second Floor, University Center, U. T. Tyler

A.-H. (Pages B of R 1 - 3)

I. RECONVENE

J. REPORTS OF STANDING COMMITTEES

1. System Administration Committee  
by Committee Chairman Fly
2. Academic and Developmental Affairs Committee  
by Committee Chairman (Mrs.) Blumberg
3. Buildings and Grounds Committee  
by Committee Chairman Richards
4. Health Affairs Committee  
by Committee Chairman Newton
5. Land and Investment Committee  
by Committee Chairman Hay

K. REPORT OF BOARD FOR LEASE OF UNIVERSITY LANDS

L. REPORT OF SPECIAL COMMITTEES, IF ANY

U. T. Dallas - Report of Special Committee on Endowment Lands in Collin and Dallas Counties, Texas: Report of Closing of Sale of 43.1132 Acres of Land in the City of Plano, Collin County, Texas, to Starwood Development Corporation.--

REPORT

At the meeting held on October 23-24, 1980, the U. T. Board of Regents authorized the Special Committee on Endowment Lands in Collin and Dallas Counties, Texas, to negotiate the sale of 43.1132 acres of land in the City of Plano, Collin County, and authorized the Chairman to execute all documents necessary to consummate the sale. As reported at the December 12, 1980 meeting, the Special Committee unanimously voted to accept the offer of Starwood Development Corporation of \$33,500 per acre, and a Contract for Purchase of Real Estate was executed by Chairman Williams on November 25, 1980. The Special Committee later approved revisions to the Contract which extended the closing date and altered certain other contract provisions. The closing of the transaction occurred on August 6, 1981. The total consideration was \$1,444,292.00 with the Purchaser making a cash down payment of \$288,858.44 and executing a 14% promissory note due on or before January 14, 1983 in the principal amount of \$1,155,433.76. The Purchaser was also granted an easement across 0.8969 acres of land as a means of access to the tract which was sold.

M. REPORT OF COMMITTEE OF THE WHOLE - OPEN SESSION  
by Chairman Powell

N. CONSIDERATION OF THE ITEMS REFERRED TO EXECUTIVE  
SESSION OF THE COMMITTEE OF THE WHOLE. --Chairman  
Powell will ask for action on any of the items discussed in the  
Executive Session of the Committee of the Whole pursuant to  
V.T.C.S., Article 6252-17, Sections 2(e), (f) and (g):

1. Pending and/or Contemplated Litigation - Section 2(e)
  - a. U. T. Austin: Litigation Involving the NCAA
  - b. U. T. Health Science Center - Houston: Con-  
templated Litigation Involving Title to Certain  
Acreage
  - c. U. T. Cancer Center: Proposed Settlement of  
Litigation
2. Land Acquisition, Purchase, Exchange, Lease or Value of  
Real Property and Negotiated Contracts for Prospective  
Gifts or Donations - Section 2(f)
3. Personnel Matters [Section 2(g)] Relating to Appointment,  
Employment, Evaluation, Assignment, Duties, Discipline,  
or Dismissal of Officers or Employees
  - a. U. T. Board of Regents: Election of Officer  
and Appointment of Committees
  - b. U. T. San Antonio: Approval, Rejection, or Amend-  
ment of the Findings and Recommendations of a  
Hearing Tribunal Concerning an Untenured Faculty  
Member

O. OTHER MATTERS

P. ADJOURNMENT