

MATERIAL SUPPORTING THE AGENDA

Volume XXIIIa

September 1975 - December 1975

This volume contains the Material Supporting the Agenda furnished to each member of the Board of Regents prior to the meetings held on September 12, October 24, and December 12, 1975.

The material is divided according to the Standing Committees and the meetings that were held and is submitted on three different colors, namely:

- (1) white paper - for the documentation of all items that were presented before the deadline date
- (2) blue paper - all items submitted to the Executive Session of the Committee of the Whole and distributed only to the Regents, Chancellor, and Deputy Chancellor
- (3) 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 maybe some people get copies and some do not get copies. If the Secretary were furnished a copy, then that material goes in the appropriate subject folder.



BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM

Material Supporting

Agenda

Meeting Date: September 12, 1975

Meeting No.: 735

Name: Official copy

BOARD OF REGENTS
of
THE UNIVERSITY OF TEXAS SYSTEM

CALENDAR

September 12, 1975

Place: Main Building, Suite 212
U. T. Austin
Austin, Texas

Friday, September 12, 1975. --The order of the meeting is set out below:

9:00 a. m.

Meeting of the Board

Committee Meetings

System Administration Committee
Academic and Developmental Affairs
Committee
Buildings and Grounds Committee
Medical Affairs Committee
Land and Investment Committee
Committee of the Whole
Open Session
Executive Session

Meeting of the Board

Lunch will be served to the Regents and the Chancellors in Room 209.

Telephone Numbers

Offices:

Board of Regents	471-1265
Chancellor LeMaistre	471-1434
Deputy Chancellor Walker	471-1743
President Rogers	471-1233

Hotels:

Sheraton-Crest	478-9611
Driskill Hotel	474-5911
Villa Capri Motor Hotel	476-6171
Quality Inn	444-0561

Airlines:

Braniff International	476-4631
Continental	477-6716
Texas International	477-6441

**Meeting of
the Board**

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

Chairman Shivers, Presiding

Date: September 12, 1975
Time: 9:00 a. m.
Place: Main Building, Suite 212
U. T. Austin

- A. CALL TO ORDER
- B. APPROVAL OF MINUTES OF REGENTS' MEETING HELD JULY 25, 1975
- C. RECESS FOR MEETINGS OF COMMITTEES
 - 1. System Administration Committee - Committee Chairman Williams
 - 2. Academic and Developmental Affairs Committee - Committee Chairman (Mrs.) Johnson
 - 3. Buildings and Grounds Committee - Committee Chairman Bauerle
 - 4. Medical Affairs Committee - Committee Chairman Nelson
 - 5. Land and Investment Committee - Committee Chairman Clark
 - 6. Committee of the Whole
 - a. Open Session
 - b. Executive Session. --The Board of Regents will resolve into Executive Session of the Committee of the Whole pursuant to V. T. C. S. , Article 6252-17, Sections 2 (f) and (g), for:
 - (1) U. T. Dallas: Authorization for Sale of Land; Dedication of Right-of-Way; and Lease Agreement with City of Richardson
 - (2) U. T. Dallas: Authorization to Exchange Land with Excellence in Education Foundation
 - (3) Personnel Matters

**System Administration
Committee**

SYSTEM ADMINISTRATION COMMITTEE
Committee Chairman Williams, Presiding

Date: September 12, 1975

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

Place: Main Building, Suite 212
U. T. Austin
Austin, Texas

- | | <u>Page</u>
<u>SAC</u> |
|---|---------------------------|
| 1. U. T. Austin (College of Fine Arts Advisory Council):
Nomination of Miss Laura Carpenter to Membership
and Increase in Membership from 26 to 27 (1-M-74) | Below |
| 2. U. T. Austin, U. T. Dallas, U. T. El Paso, Dallas
Health Science Center and University Cancer Center:
Amendments to the 1974-75 Budgets (11-B-75 and
12-B-75) | Below |

Submitted for formal approval are the following recommendations of System Administration:

1. U. T. Austin (College of Fine Arts Advisory Council): Increase in Membership from 26 to 27 and Nomination of Miss Laura Carpenter Thereto (1-M-74). --It is recommended that the membership of U. T. Austin College of Fine Arts Advisory Council be increased from 26 to 27 and that Miss Laura Carpenter be named a member of this Council.

If Miss Carpenter accepts this appointment, her name will be released at the October 1975 meeting when the membership of all advisory councils is reported for the record.

2. U. T. Austin, U. T. Dallas, U. T. El Paso, Dallas Health Science Center and University Cancer Center: Amendments to the 1974-75 Budgets (11-B-75 and 12-B-75). --It is recommended by the appropriate chief administrative officers, concurred in by System Administration, that the amendments (Pages SAC 1 - 6) to the 1974-75 Budgets for The University of Texas at Austin, The University of Texas at Dallas, The University of Texas at El Paso, The University of Texas Health Science Center at Dallas and The University of Texas System Cancer Center be approved.

The University of Texas at Austin

<u>Item No. and Explanation</u>	<u>Present Status</u>	<u>Proposed Status</u>	<u>Effective Dates</u>
60. Auxiliary Enterprises - Cultural Entertainment Committee			
Transfer of Funds	From: Cultural Entertainment Committee Unappro- priated Balance via Optional Fee Income	To: Cultural Entertainment Committee Operat- ing Budget - Salaries and Wages \$ 3,065 Other Operating Expense 119,641 Unallotted 8,477	
Amount of Transfer	\$131,183		<u>\$131,183</u>
61. Auxiliary Enterprises - Student Health Center			
Transfer of Funds	From: Student Services Fee Unappropriated Balance via Estimated Income	To: Student Health Center - Other Operating Expenses	
Amount of Transfer	\$ 40,000	\$ 40,000	---
62. Auxiliary Enter- prises - Division of Housing and Food Service			
Transfer of Funds	From: Housing and Food Service Unappro- priated Balances	To: University Apartments - Brackenridge- Deep Eddy \$ 113,000 Colorado 36,000	
Amount of Transfer	\$ 149,000		<u>\$ 149,000</u> ---
		Brackenridge- Deep Eddy	Colorado
Gas		\$ 37,000	\$ 5,500
Light and Power		48,000	21,500
Water		14,000	5,500
Grounds Maintenance		14,000	3,500
Total		<u>\$ 113,000</u>	<u>\$ 36,000</u>
63. Auxiliary Enter- prises - Texas Union			
Transfer of Funds	From: Texas Union Operating Budget - Salaries and Wages \$117,034 Allocation for Budget Adjustments 1,057 Texas Union Unappropri- ated Balance 76,553	To: Texas Union - Debt Service \$131,414 Transfer to Marine Science Institute 840 Other Operat- ing Expenses 62,390	
Amount of Transfer	<u>\$194,644</u>	<u>\$194,644</u>	---

64. Appropriations for Updating Teaching and Research Equipment, Remodeling Classrooms and Laboratories, etc.

Source of Funds: Unappropriated Balance via Estimated Income

Amount of Transfer: \$1,056,488

EQUIPMENT FOR THE FOLLOWING DEPARTMENTS:

Office of Personnel Services and Employee Relations	\$ 2,850
Office of Accounting	8,000
Data Processing	105,000
Counseling-Psychological Services Center	12,300
Office of the Registrar	13,350
Student Financial Aid	7,977
University News and Information Service	25,000
Architecture and Planning	23,466
French and Italian	1,000
Oriental and African Languages and Literatures	4,500
Spanish and Portuguese	428
Anthropology	2,400
Economics	440
Geography	2,400
Botany	13,700
Chemistry	45,319
Computer Sciences	6,000
Geological Sciences	10,935
Physics	66,907
Home Economics	50,000
Zoology	8,220
American Studies	476
Middle Eastern Studies	2,150
Chemical Engineering	16,500
Civil Engineering	12,700
Electrical Engineering	25,000
Music	33,500
School of Law	3,971
Graduate School of Library Science	8,126
College of Pharmacy	35,500
Library	35,000
Law Library	3,765
Anthropological Laboratories	851
Research in Texas History	800
Vertebrate Paleontology Laboratory	1,000
Cell Research Institute	29,000
Center for Research in Water Resources	5,100
Humanities Research Center	22,236
Learning Disabilities Center	855
Furniture and Furnishings Shop	7,000
Safety Office	14,000
University Police	1,560
Custodial Services - Main Campus	3,500
Grounds Maintenance - Main Campus	3,500
Bureau of Economic Geology	23,100
Marine Science Institute - Port Aransas	102,000
Intercollegiate Athletics for Women	12,000
SUB-TOTAL - EQUIPMENT	<u>\$ 813,382</u>

64. Appropriations for Updating Teaching and Research Equipment, Remodeling Classrooms and Laboratories, etc. (Continued)

REMODELING AND ALTERATION IN THE FOLLOWING AREAS:

Biology Laboratories - Remodeling	\$ 31,025
Geology Building - Remodeling	2,846
Biology Laboratories - Air Conditioning	3,500
Experimental Science Building - Remodeling	13,347
Geography Building - Remodeling	7,500
Music Building - Install Lockers and Wardrobe Cabinets	11,000
Tennis Court Complex - Resurfacing Courts and Replacing Lumite Curtains and Backboards	<u>98,888</u>
SUB-TOTAL - REMODELING	<u>\$ 168,106</u>

OTHER PROJECTS:

Landscaping Corner of 24th and Speedway	\$ 50,000
Moving Expenses into New Building	<u>25,000</u>
SUB-TOTAL - OTHER PROJECTS	<u>\$ 75,000</u>

The University of Texas at Dallas

<u>Item No. and Explanation</u>	<u>Present Status</u>	<u>Proposed Status</u>	<u>Effective Dates</u>
1. Helga Harm Institute for Molecular Biology	Research Scientist	Research Scientist	
Salary Rate	\$ 15,540	\$ 19,100	7/1/75
Source of Funds: Contracts and Grants			

The University of Texas at El Paso

<u>Item No. and Explanation</u>	<u>Present Status</u>	<u>Proposed Status</u>	<u>Effective Dates</u>
14. Major Repair and Rehabilitation Projects			
Transfer of Funds	From: Unappropriated Balance - General Funds via Estimated Income	To: Major Repair and Rehabilitation Projects - Restoration of Four Campus Areas Resurfacing Robinson Avenue and Six Parking Lots	\$ 46,612 <u>18,722</u>
Amount of Transfer	\$ 65,334		<u>\$ 65,334</u>

<u>Item No. and Explanation</u>	<u>Present Status</u>	<u>Proposed Status</u>	<u>Effective Dates</u>
15. Auxiliary Enterprises - Student Services Fees - Various Projects			
Transfer of Funds	From: Student Services Fee Un- appropriated Balance via Estimated Income	To: Various Projects, as Listed Below: Rehabilitation of Student Health Service \$ 13,000 Rehabilitation of Swimming Pool Dressing Rooms 13,000 Conversion of out- door Basketball Courts to Combin- ation Basketball- Tennis Courts 13,000 Construction of Baseball Field 14,050 Purchase of Iden- tification Card - Ticket Center Equipment 4,500 Purchase of Composing Equipment for Student Publica- tions 5,700	
Transfer of Funds	From: Student Services Fee Un- appropriated Balance via Estimated Income	To: Purchase of In- tramurals Equipment \$ 6,500 Installation of Baseball Train- ing Equipment 2,500 Refurbish Union Marquees 1,500 Purchase and Installation of Campus Marquees 4,500 Purchase of Law Library and Office Equipment 5,000 Purchase of University Buses 24,000 New Sound System and Projectors for Union Theater 15,000	
Amount of Transfer	\$ 122,250		<u>\$122,250</u>

The University of Texas Health Science Center at Dallas

<u>Item No. and Explanation</u>	<u>Present Status</u>	<u>Proposed Status</u>	<u>Effective Dates</u>
10. Auxiliary Enterprises - Student Supply Store			
Transfer of Funds	From: Student Supply Store Unappropriated Balance via Estimated Income	To: Student Supply Store Cost of Goods Sold \$ 72,000 Operating Expense 6,700 Unallocated <u>4,500</u>	
Amount of Transfer	\$ 83,200		<u>\$ 83,200</u>

The University of Texas System Cancer Center

<u>Item No. and Explanation</u>	<u>Present Status</u>	<u>Proposed Status</u>	<u>Effective Dates</u>
7. Auxiliary Enterprises - Anderson - Mayfair			
Transfer of Funds	From: Anderson- Mayfair Reserve Account (Unappropriated Balance)	To: Anderson- Mayfair Interior Design Consultation Account	
Amount of Transfer	\$ 6,500	\$ 6,500	---

Aca. & Dev.
Affairs Com.

ACADEMIC AND DEVELOPMENTAL AFFAIRS COMMITTEE
Committee Chairman (Mrs.) Johnson, Presiding

Date: September 12, 1975

Time: Following the meeting of the System Administration Committee

Place: Main Building, Suite 212
U. T. Austin
Austin, Texas

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DOCUMENTATION

1. U. T. System: Deputy Chancellor's Docket. --It is recommended that the Deputy Chancellor's Docket be approved.
2. U. T. System: Request to Set Lower Tuition Fees for Certain Foreign Students in Accordance with Section 54-051, Texas Education Code, (Amended by House Bill 785, Sixty-fourth Legislature, R. S.). --

House Bill 785, Sixty-fourth Legislature, amended Section 54.051, Texas Education Code, by increasing foreign student tuition to the same as required of other non-resident students (\$40 per semester credit hour at academic institutions and \$1,200 per academic year of 12 months at medical and dental institutions). The statute provides, however, that governing boards of institutions of higher education may set lower fees based on the financial needs of individual foreign students, as authorized by the rules and policies adopted by the Coordinating Board, Texas College and University System. For academic institutions, the lower fee shall not be less than \$14 per semester hour or a total of \$200 per semester or 12-week summer session and not less than \$100 per 6-week summer term. For medical or dental institutions, the lower fee may not be less than \$800 per academic year of 12 months. (These were the rates specified for foreign students prior to the current amendment.)

The revised section also provides that if a student is a citizen of a country that charges citizens of the United States tuition at publicly funded colleges and universities in amounts equal to or less than the lower rates indicated above, as determined by the Coordinating Board, then the student shall be charged lower fees in the amounts specified above.

The provisions of the Act apply only to foreign students registering for the first time after June 19, 1975.

The Coordinating Board, Texas College and University System, has adopted the rules and policies as required by the statute, and has issued lists of countries falling under the reciprocal clause for which the lower tuition rates will apply. From these lists, it appears that the lower tuition rates will apply to the majority of countries from which new international students will be coming. Discussions with the various component institutions indicate, however, that there may be a limited number of instances, particularly this first academic year, when individual financial need can be established and where there may be justification for the lower tuition rate as authorized by the statute.

System Administration joins with the various institutional administrations in recommending that the Board of Regents authorize the specific lower fees for foreign students, based on the individual demonstration of financial need, as authorized by the rules and policies of the Coordinating Board, Texas College and University System. If approved, it is understood that each institution will provide the necessary procedures for determining the financial need of individual foreign students who may file applications for the lower rates.



THE UNIVERSITY OF TEXAS AT AUSTIN
 OFFICE OF THE PRESIDENT
 AUSTIN, TEXAS 78712

President

August 14, 1975

CHANCELLOR'S OFFICE U. of T.
 Acknowledged.....File.....

AUG 14 1975

Mr. E. D. Walker, Deputy Chancellor
 The University of Texas System
 Austin, Texas

To.....For info and Return
 To.....Please Advise Me
 To.....Please Handle

Dear Mr. Walker:

Section 54.051(h) as modified by House Bill 785 of the recent Legislature reads as follows:

"Tuition for students who are citizens of any country other than the United States of America is the same as tuition required of other non-resident students. However, the Governing Board of any institution of higher education may set a lower fee for foreign students, based on financial need, as authorized by rules and policies of the Coordinating Board, Texas Colleges and Universities System. The lower fee in any case should not be less than \$14 per semester hour and (but) the total of such charges shall not be less than \$200 per semester or 12-week summer session and not less than \$100 for six-week summer term."

An additional portion of the section states that:

"If a student is a citizen of a country which charges citizens of the United States tuition at publicly-funded colleges or universities in an amount which is equal to or less than \$200 per semester ... the student shall be charged \$14 per semester hour, but not less than \$200 per semester ..."

At the present time, it is anticipated that most of the international students at The University of Texas at Austin will be covered by the reciprocal clause of the Legislation. Two lists from the Coordinating Board of countries for which the \$14 per semester hour rate will apply have already covered the majority of countries from which new international students will be coming.

There may be a limited number of instances, however, where individual financial need can be established and where there will be justification for the lower fee as authorized by the statute. The Coordinating Board has suggested a procedure for collecting data for determination in such cases:

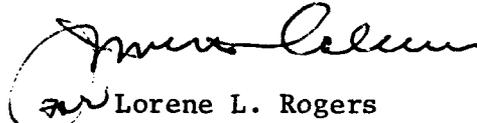
"Institutions establishing lower tuition rates to be determined by the financial need of the individual foreign student may want to utilize the CSS Data Collection form which is especially designed for foreign students."

This is to request that the Board of Regents approve granting a "lower fee for a foreign student, based on financial need, as authorized by rules and policies of the Coordinating Board, Texas Colleges and Universities System."

If approved, we shall institute a procedure whereby all applications for such financial need will be filed with the Student Financial Aids Office with an appropriate determination in each case made by the Office. The International Office will cooperate with the Student Financial Aid Office in assisting students to complete application forms and in utilizing information in its files concerning the financial needs of individual students.

As indicated above, it is anticipated that the number of students actually affected by this procedure will be limited, though there may be some hardship cases during the current academic year because of inability to notify prospective students of an increase in tuition for their particular countries prior to arrival in Austin.

Sincerely,


Lorene L. Rogers
President ad interim

LLR/sec

3. U. T. Austin: Recommended Appointment to Ernest J. Cockrell, Jr. Professorship in Engineering. --

System Administration concurs in the recommendation of President ad interim Rogers that the Board of Regents approve the appointment of Mr. Robert S. Schechter as the Ernest J. Cockrell, Jr. Professor in Engineering effective September 1, 1975. This proposed appointment has been endorsed unanimously by the College of Engineering's Special Committee on Professorships and has the full support of the appropriate administrative offices at U.T. Austin.



THE UNIVERSITY OF TEXAS AT AUSTIN
OFFICE OF THE PRESIDENT
AUSTIN, TEXAS 78712

President

August 14, 1975

CHANCELLOR'S OFFICE U. of T.

Acknowledged.....File.....

AUG 14 1975

Mr. E. D. Walker
Deputy Chancellor
The University of Texas System
601 Colorado

To.....For info and Return
To.....Please Advise Me
To.....Please Handle

Dear Mr. Walker:

This will convey to you my approval of Mr. Robert S. Schechter's appointment as the Ernest J. Cockrell, Jr. Professor in Engineering. Dr. Schechter has made significant contributions to this faculty as a researcher, educator, Chairman of the Chemical Engineering Department and now as Chairman of the Petroleum Engineering Department.

I have no reservations in recommending his appointment as the Ernest J. Cockrell Jr. Professor of Engineering. If you concur, will you take those steps you deem necessary to provide for his appointment?

Sincerely yours,



Lorene L. Rogers
President ad interim

LLR/aj

Enclosures

cc: Provost Stanley R. Ross
Mrs. Mary Guyon
Dean Earnest F. Gloyna
Dr. John J. McKetta

4. U. T. Austin: Recommended Appointment to Tinker Chair as Visiting Professor of Latin American Studies. --

System Administration concurs in the recommendation of President ad interim Rogers that the Board of Regents approve the appointment of Dr. Juarez Rubens Brandao Lopes as Visiting Tinker Professor of Latin American Studies for the 1976 Spring Semester.

As stated in Dr. Rogers' letter of recommendation set forth below, this proposed appointment has been endorsed by Vice President and Provost Stanley R. Ross, Dean Charles Burnette and Dean Elspeth Rostow.

President

August 7, 1975

Mr. E. D. Walker
Deputy Chancellor
The University of Texas System
601 Colorado

Dear Mr. Walker:

May I recommend that your approval and that of the Board of Regents be given to our request to appoint Dr. Juarez Rubens Brandão Lopes as Visiting Tinker Professor of Latin American Studies and of Architecture starting January 16, and ending May 31, 1976. As you can see from the enclosed vita and letters of recommendation, this will be an outstanding appointment.

Approved
E.D.W.
8-9-75

This proposed appointment carries the endorsement of Vice President and Provost Stanley R. Ross, Dean of the School of Architecture Charles Burnette and Dean of General and Comparative Studies Elspeth Rostow.

Sincerely yours,



Lorene L. Rogers
President ad interim

5. U. T. Austin: Proposed Memorandum of Understanding Among the Board of Regents, Veterans Administration Center, Temple, Texas; Veterans Administration Hospital, Waco, Texas; and Veterans Administration Hospital, Marlin, Texas.--

System Administration concurs in the recommendation of President ad interim Rogers that the Board of Regents approve the Memorandum of Understanding as set forth on Pages A & D 7 - 8 among the Board of Regents, for and on behalf of The University of Texas at Austin, and the Veterans Administration Center in Temple, Texas, the Veterans Administration Hospital in Waco, Texas, and the Veterans Administration Hospital in Marlin, Texas, for the clinical training of students in the Department of Speech Communication; and that the Chairman be authorized to execute the Memorandum of Understanding.

President

August 12, 1975

Mr. E. D. Walker
Deputy Chancellor
The University of Texas System
601 Colorado

Dear Mr. Walker:

This will convey to you my approval of the proposed Memorandum of Understanding between the Board of Regents and the Veterans Administration. The program involves the Department of Speech Communication, Program in Communication Disorders, and the Veterans Administration Hospitals in the Central Texas Area. If you approve of the proposed Memorandum of Understanding and the relationship which it describes, will you take those actions necessary to secure the appropriate signatures and approval by the Board of Regents?

Sincerely yours,



Lorene L. Rogers
President ad interim

CHANCELLOR'S OFFICE U. of T.

Acknowledged..... File.....

AUG 12 1975

To.....For file and Return
To.....Please Advise Me
To.....Please Handle

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM
FOR AND ON BEHALF OF THE UNIVERSITY OF TEXAS AT AUSTIN
AND
VETERANS ADMINISTRATION CENTER, TEMPLE, TEXAS
VETERANS ADMINISTRATION HOSPITAL, WACO, TEXAS
VETERANS ADMINISTRATION HOSPITAL, MARLIN, TEXAS
(SPEECH PATHOLOGY AND AUDIOLOGY)

This cooperative relationship is entered into this _____ day of _____, 1975 between the Veterans Administration Center, Temple, Texas; Veterans Administration Hospital, Waco, Texas, and Veterans Administration Hospital, Marlin, Texas, and The Board of Regents of The University of Texas System, for and on behalf of The University of Texas at Austin, hereinafter referred to as "University," is agreed to for purposes of education and training. The Veterans Administration retains full responsibility for the care of patients, including all administrative and professional responsibility for the clinical portion of the program conducted at the Veterans Administration facilities.

The University agrees:

1. To be responsible for the educational program of students assigned to the Veterans Administration facilities and for selection and assignment of students in accord with agreed-to schedules and work assignments.
2. To provide necessary assurance or evidence of acceptable health levels of and liability insurance coverage for assigned students and instructors.
3. To be responsible for the proper conduct of students and instructors during their tours of duty at the VA facilities as governed by the rules and regulations of the VA.
4. To the provision that it does not and will not discriminate against any employee or applicant for employment or registration in the course of study because of race, color, creed, sex, or national origin.

The Veterans Administration facilities agree:

1. To provide, insofar as possible, laboratory and practicum instruction and facilities to the students during the agreed-to tours of rotation.
2. To provide necessary orientation, administrative guides and procedures, and other media deemed essential to the conduct of the work experience.
3. To maintain administrative and professional supervision of students insofar as their presence affects the operation of the Veterans Administration and/or the direct or indirect care of patients.

Mutual Terms:

1. Acceptable schedules and work assignments developed will not interfere with the primary mission of the Veterans Administration.

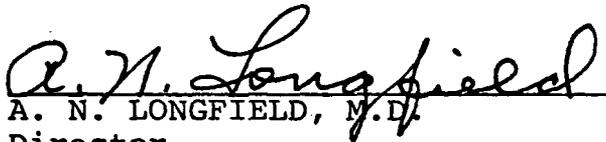
2. Instructors and hospital staff supervisors will evaluate performance in accordance with published curricula guidelines.
3. An annual review of programs and policies will be made.
4. The criteria contained in M-3, Part II, will apply in carrying out the provisions of this agreement.
5. Either party may terminate this Memorandum of Understanding upon notice to the other six months in advance of the next training experience.



 V. J. BELDA
 Director
 Veterans Administration Center
 Temple, Texas



 J. L. BRANNAN
 Director
 Veterans Administration Hospital
 Waco, Texas



 A. N. LONGFIELD, M.D.
 Director
 Veterans Administration Hospital
 Marlin, Texas

ATTEST:

 Secretary

 Chairman, Board of Regents of
 The University of Texas System

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



 University Attorney



 Deputy Chancellor



 Associate Deputy Chancellor
 for Academic Affairs

6. U. T. Austin: Request for Appropriation of \$438,000 from the Available Fund to the Harry Ransom Center and General Library for Cataloging. --

System Administration concurs in President Rogers' recommendation that \$438,000 out of the Available University Fund be appropriated to the Harry Ransom Center and the General Library for FY 1976. This appropriation will enable the libraries to increase drastically their efforts to catalog the backlog of 300,000 uncataloged volumes.

The rationale for this request is contained in President Rogers' letter of recommendation set out below.

President

CHANCELLOR'S OFFICE U. of T.

Acknowledged.....File.....

August 21, 1975

AUG 21 1975

Mr. E. D. Walker
Deputy Chancellor
The University of Texas System
OHH 404

To.....For info and Return
To.....Please Advise Me
To.....Please Handle

Dear Mr. Walker:

During the past three years, there have been two special allocations to reduce the backlog of uncataloged volumes in HRC and in the General Library and to begin reclassification of certain categories of books.

The most recent special appropriation in 1974-75 of \$200,000 plus an additional \$90,000 from the General Libraries budget provided enough funds during 1974-75 to catalog about 50,000 volumes in the HRC. During the current fiscal year, HRC acquired an additional 30,000 volumes which resulted in a net reduction in the backlog of approximately 20,000 volumes. At this rate, the estimated 300,000 uncataloged HRC volumes will not be substantially changed in the years ahead.

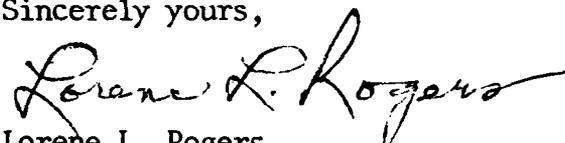
It is my recommendation that a special appropriation of \$438,000 be made, thereby enabling an increase in the cataloging effort to approximately 100,000 volumes per year, and that the concept of providing for a comparable level of effort be made for the fiscal years 1976-77 and 1977-78. My reasons for so recommending the higher level of funding are as follows:

- (1) It will rapidly decrease the backlog.
- (2) There are efficiencies to be achieved in the higher level of effort. The estimated cost per volume cataloged at the 50,000 per year level is \$6.84 per volume. At the higher level of funding, twice as many volumes can be cataloged with a slightly increased staff using OCLC terminals at a cost per volume of almost 25% below the present level of effort.
- (3) Some guarantee of continued employment will ease the problems of recruitment and improve the experience and skills of the cataloging work force.
- (4) The materials will be available earlier and be more easily accessible to the University's and world's scholars who will use them.

Not only do I recommend that actions be taken to reduce the backlog of uncataloged volumes but also that the budgetary interrelationship between acquisition expenditures and cataloging costs be reviewed and appropriate policies be established which would recognize and govern the total acquisition - cataloging effort.

If you concur in these recommendations, will you take those actions which you deem necessary?

Sincerely yours,



Lorene L. Rogers
President ad interim

LLR:rw

Attachment

7. U. T. Austin: Request for Appropriation of \$200,000 from the Available Fund to the Center for Energy Studies for 1975-76. --

The 64th Texas Legislature appropriated \$100,000 per year for the biennium for the operation of the Center for Energy Studies. The Budget for FY 1976, however, was calculated at \$300,000, leaving a deficit of \$200,000 for the year. President Rogers in her letter of recommendation set out below states her reasons for recommending the full budgeted funding at the \$300,000 level.

System Administration concurs in President Rogers' recommendation that \$200,000 be appropriated from the Available University Fund for Fiscal Year 1976 to the Center for Energy Studies.



THE UNIVERSITY OF TEXAS AT AUSTIN

OFFICE OF THE PRESIDENT

AUSTIN, TEXAS 78712

August 21, 1975

CHANCELLOR'S OFFICE U. of T.

Acknowledged.....File.....

AUG 21 1975

President

Mr. E. D. Walker
Deputy Chancellor
University of Texas System
OH 404

To.....For info and Return
To.....Please Advise Me
To.....Please Handle

Dear Mr. Walker:

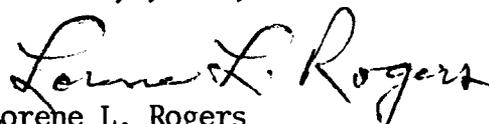
A careful review of the correspondence concerning the formulation of the Center for Energy Studies reveals that there was an understanding that the University would fund the Center for Energy Studies for a period of four years. The Regents approved the concept as presented in the May 1974 meeting. This is the second year of the four year period of support. The proposed level of expenditures for the Center during the 1975-76 year was \$300,000; a budgetary level which was used for the Center's financial and personnel planning for the coming year.

The appropriated budget for the Center for Energy Studies this year totaled \$100,000 leaving a need for an additional \$200,000. Assuming the present level of appropriations for the Center, the next two years should require a maximum of \$100,000 from the available funds or other university sources. Any increase in the appropriations to the Center would of course reduce that figure.

The performance of the Center for Energy Studies during the first full year of activity, has reflected a commendable level of effort and has resulted in the acquisition of approximately two million dollars in outside grants. The Center is providing a valuable service to the state through the operation of its library and information center, and it has pursued with diligence the basic purpose of serving as a central liasion office for research and educational activities at the University, and that of providing a point for the collection and dissemination of energy information. The number of projects which it has undertaken are numerous, the level of faculty involvement throughout the University has been gratifying and it has provided assistance to a number of graduate students in the performance of its various contracts and projects.

I recommend that \$200,000 be added to the Center for Energy Studies budget with the recognition that the funds will be used to achieve the objectives originally established for the Energy Center.

Sincerely yours,



Lorene L. Rogers
President ad interim

LLR:rw

8. U. T. El Paso: Proposed Memorandum of Agreement with William Beaumont Army Medical Center for Use of the Center's Facilities in the Field of Educational Psychology and Guidance.--

System Administration concurs in the recommendation of President Templeton that the Board of Regents approve the affiliation agreement set forth on Pages A & D 12 - 15 between the Board of Regents, for and on behalf of The University of Texas at El Paso and William Beaumont Army Medical Center for the use of the Center's facilities in the field of Educational Psychology and Guidance; and that the Chairman be authorized to execute the Memorandum of Agreement.

MEMORANDUM OF AGREEMENT

I. BACKGROUND

1. The administrators of the Educational Psychology and Guidance Program of the College of Education of the University of Texas at El Paso, have established an approved professional program of special training in preparation for a Master's level Program of Educational Psychology and Guidance. The Program requires clinical facilities where the graduate student can obtain the field learning experience required in the curriculum.
2. The United States Army medical facility, William Beaumont Army Medical Center, El Paso, Texas, has the needed field facilities for Educational Psychology and Guidance trainees at the Educational Psychology and Guidance Program of the College of Education of the University of Texas at El Paso, to obtain part of the clinical learning experience required. It is to the benefit of the Educational Psychology and Guidance Program of the College of Education of the University of Texas at El Paso, for Educational Psychology and Guidance trainees to use the clinical facilities of the United States Army medical facility, William Beaumont Army Medical Center, to obtain their field learning experience.
3. The United States Army medical facility, William Beaumont Army Medical Center, and the Department of the Army will benefit from making clinical facilities available to the Educational Psychology and Guidance trainees of the College of Education of the University of Texas at El Paso. The Army will obtain the trainees' clinical learning experience while contributing to the educational preparation of a future supply of Psychologists.
4. Trainees, during clinical training at the Army medical facility, will be under the jurisdiction of facility officials for training purposes and will follow facility rules.
5. This affiliation is controlled by and subject to 5 U.S. Code, Section 5352-6, 8144, 8331-2, and AR 351-24.

II. UNDERSTANDING

1. The U.S. Army medical facility will:

a. Make available the clinical and related facilities needed for the field learning experience in Educational Psychology and Guidance by graduate students enrolled in the basic professional education Psychology and Guidance program at the Educational Psychology and Guidance Program of the College of Education of the University of Texas at El Paso, and who are designated by the Educational Psychology and Guidance Program of the College of Education of the University of Texas at El Paso for such learning experience under the supervision of the Educational Psychology and Guidance Program of the College of Education of the University of Texas at El Paso.

b. Arrange clinical learning experience schedules that will not conflict with those of the educational institutions.

c. Designate the Chief, Psychology Service, William Beaumont Army Medical Center, to coordinate the trainees' field learning experience. This will involve planning with faculty or staff members for the assignment of trainees to specific cases and experiences, including their attendance at selected conferences, clinics, courses, and programs conducted under the direction of the facility.

d. Provide, whenever possible, in connection with the trainees' field learning experience, reasonable classroom, conference room, office, and storage space for participating trainees and their faculty or staff supervisors, if assigned, and if feasible, dressing and locker room space.

e. Permit, on reasonable request, the inspection of clinical and related facilities by agencies charged with the responsibility for accreditation of the Educational Psychology and Guidance Program of the College of Education of the University of Texas at El Paso.

2. The Educational Psychology and Guidance Program of the College of Education of the University of Texas at El Paso will:

a. Provide the Commander of the facility with the number of trainees to be assigned, the dates and hours they will be assigned, and the clinical service to which they will be assigned, by the beginning of each training period.

b. Where indicated and upon mutual agreement, provide faculty or staff members to assume the responsibility for instruction and supervision of the trainees' clinical learning experiences.

c. Have the faculty or staff member, if any, coordinate with designated Medical Service Corps officers, the assignment that will be assumed by the trainees while participating in their field learning experience, and their attendance at selected conferences, clinics, courses, and programs conducted under the direction of the facility.

d. Provide and maintain the personal records and reports necessary for conducting the trainees' field learning experience.

e. Enforce rules and regulations governing trainees that are mutually agreed on by the non-Federal institution and the facility.

f. Be responsible for health examinations and such other medical examinations and protective measures as the facility and non-Federal institution mutually find to be necessary.

g. Prohibit the publication by the trainees and faculty or staff members of any material relative to their clinical learning experience that has not been approved for release for publication by the Army medical facility and the Educational Psychology and Guidance Program of the College of Education of the University of Texas at El Paso and William Beaumont Army Medical Center.

III. TRAINING

The training period shall coincide with the academic semester schedule of the Educational Psychology and Guidance Program of the College of Education of the University of Texas at El Paso. This agreement may be terminated by either institution or an individual trainee by written notification to all concerned. Except under unusual conditions, such information will be submitted prior to the beginning of a particular training period.

EXECUTED by the parties on _____, 1975.

ATTEST:

BOARD OF REGENTS OF THE
UNIVERSITY OF TEXAS SYSTEM

Secretary, Board of Regents of
The University of Texas System

By _____
Chairman

ATTEST:



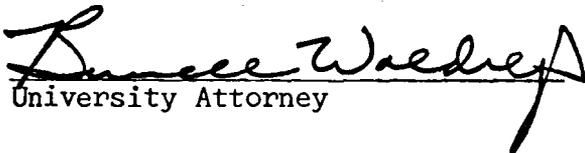
Chief, Clinical Facilities
William Beaumont Army Medical Center

By 

Brigadier General, MC
Commander

Approved as to Form:

Approved as to Content:



University Attorney



Deputy Chancellor for Administration

Assistant to the Chancellor for
Academic Affairs



The University of Texas at El Paso

Office of the President

July 22, 1975

Dr. Charles A. LeMaistre
Chancellor
The University of Texas System
P. O. Box 7969
Austin, Texas 78701

SEARCHED	INDEXED
SERIALIZED	FILED
JUL 23 1975	
FBI - EL PASO	

Dear Chancellor LeMaistre:

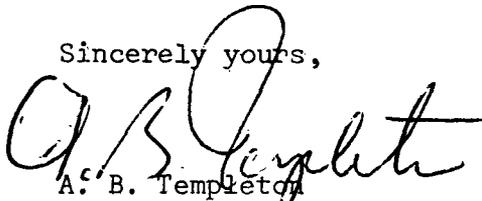
Enclosed are two copies of a Memorandum of Agreement between the University of Texas at El Paso and William Beaumont Army Medical Center for the use of the Center's facilities in the field of Educational Psychology and Guidance. This program will be directed for the University by Dr. Robert Slettedahl, Professor of Educational Psychology and Guidance.

This agreement is similar to the one already in effect involving students in the Department of Psychology. William Beaumont prefers a second agreement specifically designating the Department of Educational Psychology and Guidance.

It is requested that this document be referred to the Board of Regents for approval at their next meeting.

After the Board of Regents has approved these documents, would you please return the two copies in the enclosed envelope. Xerox copies of the document are enclosed for your records.

Sincerely yours,


A. B. Templeton

ABT:mea

enclosures

xc: Office of Research, U. T. El Paso

9. U. T. San Antonio: Request to Levy Student Use Fee. --

System Administration concurs in President Flawn's recommendation that the University of Texas at San Antonio to authorized to levy a student use fee of \$4.00 per semester credit hour effective with the Fall Semester, 1976.

President Flawn's letter of recommendation is set forth below.



THE UNIVERSITY OF TEXAS AT SAN ANTONIO
SAN ANTONIO, TEXAS 78285
512-691-4101

OFFICE OF THE PRESIDENT

CHANCELLOR'S OFFICE U. of T.

August 1, 1975

Acknowledged.....File.....

AUG 5 1975

Mr. E. D. Walker
Deputy Chancellor
The University of Texas System
601 Colorado Street
Austin, Texas 78701

To.....For info and Return
To.....Please Advise Me
To.....Please Handle

Dear Mr. Walker:

The requirement for funding of additions, improvements, repairs, and rehabilitation for the campus of The University of Texas at San Antonio is such that we feel that a Student Use Fee needs to be authorized by the Board of Regents to be effective in the Fall Semester, 1976. The Student Use Fee is authorized in Section 55.16 of the Texas Education Code as amended.

As you are aware, funds necessary to complete our campus as it has been originally planned are extremely limited, and it is necessary that additional revenues be made available for the project. We have a particular requirement to complete all aspects of Site Development, Second Segment. In subsequent years we will require additional site development, construction, and remodeling funds.

For these reasons, I respectfully recommend that the Board of Regents authorize a Student Use Fee of \$4.00 per semester credit hour at UT San Antonio effective with the Fall Semester, 1976.

Yours very truly,

A handwritten signature in dark ink, appearing to read "P. Flawn", written over a circular stamp or mark.

PETER T. FLAWN

PTF/h

cc: Mr. R. L. Anderson
Mr. F. D. Graydon
Mr. Graves Landrum
Mr. E. M. Mahon

ACADEMIC AND DEVELOPMENTAL AFFAIRS COMMITTEE

September 12, 1975

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A & D

1. U. T. System - Deputy Chancellor's Docket: Proposed Amendment

Below

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1. U. T. System - Deputy Chancellor's Docket: Proposed Amendment. --Secretary Thedford reports that no exceptions were received to Deputy Chandellor's Docket No. 1, but that the following recommendation was received:

It is recommended that the 1975-76 Holiday Schedule and Vacation Allowance for all of the component institutions of The University of Texas System be amended by adding the following footnote to the list of holidays. This footnote is the same as the one included in the Docket for U. T. Austin on Page A-16:

"Those employees who wish to observe a religious holiday in addition to those listed above may do so by working on April 16, 1976, or by taking a vacation day."

**Buildings &
Grounds Com.**

BUILDINGS AND GROUNDS COMMITTEE
Committee Chairman Bauerle, Presiding

Date: September 12, 1975

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

Place: Main Building, Suite 212
U. T. Austin
Austin, Texas

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B & G

U. T. AUSTIN

1. Social Science and Humanities Library: Proposed Naming of Building 3
2. Townes Hall (Law School Building): Request for Authorization for Project for Alterations and Additions; Appointment of Jessen Associates, Inc., Austin, Texas, Project Architect, with Authorization to Make Preliminary Studies and Cost Estimates for Expansion to Accommodate Present Enrollment, to Make Preliminary Studies and Cost Estimates for Expansion to Accommodate Possible Increases in Enrollment, and to Prepare Preliminary Plans, Outline Specifications and Cost Estimates for the Project; Appropriation for the Above-Described Architectural Work; Authorization to Execute Contract with Project Architect Covering the Above-Described Work; and Cancellation of All Previous Board Action with Regard to Project 4
3. Addition to Robert A. Welch Hall: Recommended Inscription on Plaque 9

U. T. EL PASO

4. Renovation of Cotton Memorial Building for Classrooms: Request for Project; Appointment of Project Architect; and Appropriation Therefor 9
5. Library Annex: Request for Project; Appointment of Project Architect; and Appropriation Therefor 10

U. T. SAN ANTONIO

6. Phase I Site Development (Including Parking Areas, Campus Entrance and Service Roads, Walks and Plazas, Outdoor Recreation Facilities, Landscaping, Etc.) - Second Segment: Recommended Award of Additive Alternates and Authorization for Fountain and Request for Additional Appropriation Therefor 10

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15. San Antonio Medical School and San Antonio Dental School - Expansion: Presentation of Preliminary Plans and Request for Authorization to Prepare Final plans	16

1.

U. T. AUSTIN: SOCIAL SCIENCE AND HUMANITIES LIBRARY - PROPOSED NAMING OF BUILDING.--The Social Science and Humanities Library at The University of Texas at Austin is nearing completion. This seems to be the proper time to name the new facility. It is recommended by President ad interim Rogers and System Administration that this building be named the Perry-Castañeda Library in honor of Professor Ervin S. Perry and Professor Carlos E. Castañeda and in recognition of the contributions of two distinguished Black and Mexican/American faculty members and to express the University's lasting commitment to educational opportunities for all Texans.

Professor Perry, the first Black to be appointed to this level of academic rank on the faculty of The University of Texas at Austin taught and directed research in the College of Engineering from 1964 until his untimely death in 1970. A specialist in Civil Engineering, he received both his M. S. (1961) and Ph.D. (1964) degrees from The University of Texas at Austin. His technical contributions are reflected by his numerous publications, and the honors he received during his six years at the University are representative of his many contributions to the engineering profession.

Along with teaching and supervision of research, Dr. Perry carried administrative duties for the Civil Engineering Department as Acting Chairman in the Summer of 1969. He was on leave during 1967-68 as a Fellow in the American Council on Education Academic Administration Internship Program and served as an Assistant to the President of Drexel Institute of Technology. In 1970 his reputation as an engineer was growing rapidly. Only a few weeks before his death he made a trip to Germany to present to an International Conference two papers growing out of his research in the basic properties of concrete. In the same year the National Society of Professional Engineers honored him as the Young Engineer of the Year. An accomplished young faculty member, he was deeply respected by students and admired by his colleagues. His unique contributions to this campus clearly qualify him for a place of special distinction in the history of the University.

Dr. Carlos Castañeda also merits a place of honor in the records of the University. He played a central role in the early development of the Latin American Collection. After earning three degrees from The University of Texas at Austin, he began his career as Latin American librarian in 1927 and continued his career, with brief leaves until his death in 1958. He rose through the ranks of the history department and became a full professor in 1946. Dr. Castañeda wrote twelve books, edited and translated seven books, and published numerous articles and reviews. From 1937 to 1943 he served on six special Regents' Committees for the purchase of special Latin American Collections and was honored by Mexico, Argentina, and France for his professional accomplishments. Dr. Castañeda brought international distinction to The University of Texas at Austin and left a special heritage for future researchers in the manuscripts he helped to acquire. The use of his name for the new Library seems especially appropriate.

The naming of the Social Science and Humanities Library at The University of Texas at Austin as the Perry-Castañeda Library, as a lasting tribute to two outstanding members of the faculty of The University of Texas at Austin, seems eminently appropriate because this facility has been designed to house the major library materials for several of the colleges within the University.

2.

U. T. AUSTIN: TOWNES HALL (LAW SCHOOL BUILDING) - AUTHORIZATION FOR A PROJECT FOR ALTERATIONS AND ADDITIONS; APPOINTMENT OF JESSEN ASSOCIATES, INC., AUSTIN, TEXAS, PROJECT ARCHITECT, WITH AUTHORIZATION TO MAKE PRELIMINARY STUDIES AND COST ESTIMATES FOR EXPANSION TO ACCOMMODATE PRESENT ENROLLMENT, TO MAKE PRELIMINARY STUDIES AND COST ESTIMATES FOR EXPANSION TO ACCOMMODATE POSSIBLE INCREASES IN ENROLLMENT, AND TO PREPARE PRELIMINARY PLANS, OUTLINE SPECIFICATIONS AND COST ESTIMATES FOR THE PROJECT; APPROPRIATION FOR THE ABOVE-DESCRIBED ARCHITECTURAL WORK; AUTHORIZATION TO EXECUTE A CONTRACT WITH THE PROJECT ARCHITECT COVERING THE ABOVE-DESCRIBED WORK; AND CANCELLATION OF ALL PREVIOUS BOARD ACTION WITH REGARD TO THIS PROJECT.--It is recommended by President Rogers and System Administration that the following Resolution be approved by the Board of Regents:

BE IT RESOLVED by the Board of Regents of The University of Texas System (1) that a project for the construction of alterations and additions to Townes Hall (the Law School building) at The University of Texas at Austin be approved; (2) that Jessen Associates, Inc., of Austin, Texas, be appointed Project Architect for the work; (3) that the Project Architect be authorized and directed to make preliminary studies and cost estimates for alterations and additions to Townes Hall that will provide adequate and appropriate space for the Law School's present number of students (approximately 1,652) and to make preliminary studies and cost estimates for alterations and additions to Townes Hall that will provide adequate and appropriate space for a possible increase in the Law School's present enrollment; (4) that the Project Architect be authorized and directed to present the above-described preliminary studies and cost estimates to the Board of Regents for its consideration and action at the earliest practicable time; (5) that the Project Architect be authorized and directed to prepare Preliminary Plans, Outline Specifications, and Cost Estimates for the project after its scope has been established by the Board of Regents; (6) that subject to the applicable provisions of the Regents' Rules and Regulations, The University of Texas at Austin General Faculty Building Committee, a Law School Building Advisory Committee to be appointed by the President of The University of Texas at Austin, and the Office of Facilities Planning and Construction be authorized and directed to consult and work with the Project Architect in the making and preparation of the above-described preliminary studies and Preliminary Plans; (7) that the initial Project Cost of the alterations and additions to Townes Hall be established at Ten Million Dollars (\$10,000,000), with the understanding that the amount of the Project Cost may hereafter be changed and amended by the Board of Regents after its receipt from the Project Architect of the above-described preliminary studies and cost estimates; (8) that the sum of One Hundred Fifty Thousand Dollars (\$150,000) be appropriated to pay for architectural fees and related expenses (such as, topographic and foundation surveys) incurred in the making and preparation of the above-described preliminary studies and Preliminary Plans; (9) that the aforesaid sum of One Hundred Fifty Thousand Dollars (\$150,000) be appropriated from Interest Earned on Permanent University Fund Bond Proceeds and from General Revenue Funds appropriated in the General Appropriations Bill (S.B. 52) by the Sixty-Fourth Legislature for the support and benefit of The University of Texas at Austin, and the Deputy Chancellor of The University of Texas System be authorized to designate from which source of funds, and in what amounts, payments for said architectural fees and related expenses are to be made; (10) that the Chairman of and Secretary to the Board of Regents be authorized and directed to execute the attached Contract with the Project Architect, which Contract has been approved by the System Law Office and the Deputy Chancellor; and (11) that this Resolution cancels, supersedes, and entirely replaces any and all actions heretofore taken by the Board of Regents with respect to the construction of any alterations and additions to Townes Hall.

AGREEMENT BETWEEN THE BOARD OF REGENTS, THE UNIVERSITY OF TEXAS SYSTEM,
OWNER, AND JESSEN ASSOCIATES, INC., AUSTIN, TEXAS, PROJECT ARCHITECT

THIS AGREEMENT made the _____ day of September, 1975, by and between the BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM, AUSTIN, TEXAS, hereinafter called the Owner and JESSEN ASSOCIATES, INC., AUSTIN, TEXAS, hereinafter called the Project Architect.

WITNESSETH, that whereas the Owner intends to have made and constructed certain Alterations and Additions to Townes Hall (the Law School Building) located on the Campus of The University of Texas at Austin,

NOW, THEREFORE, the Owner and the Project Architect, for the consideration hereinafter named, agree as follows:

The Project Architect agrees to perform, for the above-named work, professional services as hereinafter set forth and the Owner agrees to pay the Project Architect for such services a fee in accordance with the terms and conditions hereinafter stated.

The parties hereto further agree to the following conditions:

1. The Project Architect's Services.--The Project Architect will be furnished a general description and program requirements of the Project and an estimated maximum project cost to be used in the preparation of preliminary designs. Before beginning the preparation of preliminary plans and specifications (Design Development Phase), the Project Architect shall carefully review the schematic studies, program, and estimated maximum project cost and shall certify in writing to the Owner his concurrence in same unless this requirement of concurrence is waived in writing by the Owner.

The Project Architect shall prepare from the approved schematic studies and program, the Design Development Documents consisting of plans, elevations, and other drawings, and outline specifications, to fix and illustrate the size and character of the entire Project in its essentials as to kinds of materials, type of structure, mechanical and electrical systems and such other work as may be required. The Architect shall prepare from the approved Design Development Documents, Working Drawings and Specifications setting forth in detail the work required for the architectural, structural, mechanical, electrical, service-connected equipment, and site work, and the necessary bidding information, General Conditions of the Contract, and Supplementary General Conditions of the Contract, and shall assist in the drafting of Proposal and Contract Forms.

The Project Architect shall employ and pay a recognized and specialized company acceptable to the Owner to prepare a full scope and detailed Cost Quantity Survey of the construction Project on a form acceptable to the Owner. Said Survey shall be made at an appropriate time during the working drawing stages whereby the construction cost of the project is affirmed by the Project Architect to the Owner in writing.

The Project Architect shall assist the Owner in obtaining proposals from Contractors and in awarding and preparing Construction Contracts. He shall check and approve samples, schedules, shop drawings, and other submissions only for conformance with the design concept of the Project and for compliance with the information given by the Contract Documents, prepare change orders and assemble written guarantees required of the Contractors.

The plans, specifications, and drawings for the entire Project as herein described, shall be so prepared that same will call for the construction of the building and related facilities together with its built-in permanent fixtures and equipment which will cost not more than Ten Million and no/100 Dollars (\$10,000,000.00).

In the event the lowest acceptable bid received for the Project exceeds the above amount, then the Project Architect, without charge to the Owner, shall make revisions to the drawings and specifications as may be necessary to bring the cost of the Project within the above stipulated amount; or Owner, at his option may elect to award the construction contract for a larger amount with the architectural fee paid only on the stipulated amount.

2. Payments.--The Owner agrees to pay the Project Architect for his services as such a fee of six percent (6%) of the Owner's cost of the Project whether covered by one or more Contracts, which fee shall not exceed Six Hundred Thousand and no/100 Dollars (\$600,000.00), to be paid as follows:

Upon completion of the preliminary plans and outline specifications a sum equal to one percent (1%) of the total estimated cost of the Project will be paid the Project Architect.

Upon substantial completion of final plans and specifications (75% completion as verified by the Office of Facilities Planning and Construction) a sum sufficient to increase the payments to three and one-half percent (3½%) of the total estimated cost of the project will be paid the Project Architect.

Upon completion and acceptance of specifications and working drawings and the letting of the contracts for the construction of the Project, a sum sufficient to increase the payments to four and one-half percent (4½%) of the total cost of the Project computed upon the accepted or lowest bona fide bid or bids, provided that in the event there should be a delay of sixty (60) days or more between the completion and acceptance of the plans and the taking of bids or the awarding of a Contract, then the payment shall be made on the basis of the estimated cost of the Project as stated in Section 1 above, the remaining one and one-half percent (1½%) payable monthly in proportion to the work performed by the Contractor.

The Owner shall from time to time during the execution of work and in proportion to the amount of work performed by the Contractors make payments on account of the fee under this Article until the total fee as provided herein has been paid.

No deduction shall be made from the Project Architect's fee on account of penalty, liquidated damages, or other sums withheld from payments to the Contractors.

It is further agreed and understood that in the event the Owner decides not to proceed with the erection of these improvements at the site specified, or at any other site, that upon the acceptance of the plans and specifications, the Owner will be obligated to pay the said Project Architect the sum of \$450,000.00, which represents four and one-half percent (4½%) of the estimated cost of the Project as stated in Section 1, above, which said sum the Project Architect agrees to accept in full settlement of all claims for services rendered under this Contract.

The Project Architect shall be compensated for extra work, when authorized by letter, at two and one-half (2½) times direct salary cost plus twenty dollars (\$20.00) per hour for principals.

3. Survey, Borings, and Tests.--The Owner shall, so far as the work under this Agreement may require, furnish the Project Architect with the following information: a complete and accurate survey of the building site giving the grades and lines of streets, pavements, and adjoining properties; the rights, restrictions, easements, boundaries, and contours of the building site; and full information as to sewer, water, gas, and electrical service. The Owner is to pay for boring or test pits and for other tests when required.

4. Ownership of Documents.--Drawings and specifications as instruments of service shall be considered by the Owner as the property of the Project Architect whether the work for which they are made be executed or not. They are not to be used by the Project Architect on any other project except by agreement in writing. The Project Architect shall, at his own expense, deliver to the Owner six complete printed copies as requested of all plans, drawings and specifications of every character made or furnished in connection with the work, which copies shall become the property of the Owner. The Project Architect shall also furnish for the purpose of securing proposals for construction, as many as fifty (50) additional sets of plans and specifications without cost to the Owner. Any additional sets of plans and specifications requested by the Owner for his own use or record shall be furnished by the Project Architect without cost to the Owner other than the direct expense of producing the copies.

5. Consultants.--It is agreed and understood that the Project Architect will have associated with him experienced and qualified personnel for the design of the structural engineering and mechanical and electrical equipment necessary for the complete structure, and for the preparation of the landscape plan necessary for the complete Project. The Owner reserves the right to reject any of such persons the Owner may deem not qualified or competent to render such service. It is understood that such pay or compensation as will be required to be paid to these persons shall be paid by the Project Architect out of the fees provided for in this Contract, and the Owner accepts no responsibility whatsoever to any such associates.

6. Successors and Assignments.--The Owner and the Project Architect each binds himself, his partners, successors, executors, administrators, and assigns to the other party to this Agreement, and to the partners, successors, executors, administrators, and assigns of such other party in respect of all covenants of this Agreement.

Except as noted above, neither the Owner nor the Project Architect shall assign, sublet, or transfer his interest in this Agreement without the written consent of the other.

7. Statutory Inclusions.--The Project Architect will be held responsible to include into the designs and construction details the full content of statutory provisions for handicapped persons all as contained in Senate Bill 111, Acts of the 61st Legislature.

8. Supervision.--The Project Architect, and his engineer, shall supervise the construction of the entire work to such an extent as may be necessary to ascertain whether the work is being executed in conformity with the Contract Documents including all mechanical work; make recommendations on materials and built-in equipment; check and report on Contractor's proposals in connection with changes in the Contract, and approve certificates of payment. A principal of the firm shall make visits to the Project not less than twice each month, and, when conditions require, he shall be required to make more frequent visits to the site to fully instruct the Contractors and pass upon merits of material and workmanship.

It is further agreed and understood that field supervision will be furnished by the Owner, subject to the Owner's established procedures and the cost of such supervisory personnel will be paid directly by the Owner.

9. Limitation of Contract.--Notwithstanding the foregoing, it is further agreed and understood that the Architect is not to proceed beyond the preliminary plan and outline specification stage (Design and Development Phase) until written authorization to proceed has been furnished by the Owner. The fee for this phase of the work shall be a sum equal to one percent (1%) of the total estimated construction cost of the Project as stated in Article 1.

10. It is understood and agreed that in connection with the preparation of plans and specifications for the Alterations and Additions to Townes Hall, the Project Architect will be requested and required to make certain preliminary studies and cost estimates for facilities that will provide adequate and appropriate space for various levels of law school enrollment, and it is agreed that such preliminary studies and cost estimates shall be considered extra work under this contract. Such extra work will be more fully described and specifically authorized by letter from the Owner; however, it is agreed that with respect to the extra work described in this paragraph, the Project Architect may make periodic claims for payment for completed increments of such extra work and Owner will pay such claims promptly upon receipt and upon verification of their accuracy.

The Owner and Project Architect hereby agree to the full performance of the covenants contained herein.

IN WITNESS WHEREOF they have executed this Agreement, as of the day and year first above written.

ATTEST:

THE BOARD OF REGENTS OF
THE UNIVERSITY OF TEXAS SYSTEM

Secretary

By _____
Chairman, Board of Regents

ATTEST:

FIRM OF JESSEN ASSOCIATES, INC.

By _____

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

Director of Office of Facilities
Planning and Construction, The
University of Texas System

University Attorney

3.

U. T. AUSTIN: ADDITION TO ROBERT A. WELCH HALL - RECOMMENDED INSCRIPTION ON PLAQUE.--It is recommended that the inscription as set out below be approved for the plaque to be placed on the Addition to Robert A. Welch Hall at The University of Texas at Austin. This inscription follows the standard pattern approved by the Board at the meeting held October 1, 1966.

ADDITION TO ROBERT A. WELCH HALL

1974

BOARD OF REGENTS

A. G. McNeese, Jr., Chairman
Dan C. Williams, Vice-Chairman
James E. Bauerle, D. D. S.
Edward Clark
Frank C. Erwin, Jr.
Jenkins Garrett
Mrs. Lyndon B. Johnson
Joe T. Nelson, M. D.
Allan Shivers

Charles A. LeMaistre, M. D.,
Chancellor, The University
of Texas System
Lorene L. Rogers, President
ad interim, The University
of Texas at Austin

John E. Breen, Chairman,
Faculty Building Advisory
Committee, The University
of Texas at Austin

Wyatt C. Hedrick, Architects and
Engineers, Inc., Project
Architect
Manhattan Construction Company,
Contractor

4.

U. T. EL PASO: RENOVATION OF COTTON MEMORIAL BUILDING FOR CLASSROOMS - REQUEST FOR PROJECT AUTHORIZATION AND PREPARATION OF PRELIMINARY PLANS; APPOINTMENT OF PROJECT ARCHITECT; AND APPROPRIATION THEREFOR. --The Mass Communications Department is in the process of being upgraded and strengthened academically. However, space is badly needed to unify the instructional and specialized laboratory facilities for Radio, Television, and Journalism. This space is being made available in Cotton Memorial by the relocation of the Department of Art to the new Fine Arts Building. However, the removal of kilns, clay bins, etc., has left the building in a poor state of repair. Therefore, the Renovation of Cotton Memorial Building is recommended.

President Templeton and System Administration recommend that the Board:

- a. Authorize the project to Renovate Cotton Memorial for the Mass Communications Department at a total project cost estimated by U. T. El Paso Administration to be \$646,000.00
- b. Appoint a Project Architect from a list to be submitted at the Board meeting, with authorization for the preparation of preliminary plans and outline specifications to be brought to the Board at a future meeting
- c. Appropriate \$565,000.00 from Proceeds of Combined Fee Revenue Bonds and \$81,000.00 from Proceeds of Permanent University Fund Bonds for the project.

Handwritten initials/signature

5.

U. T. EL PASO: LIBRARY ANNEX - REQUEST FOR PROJECT AUTHORIZATION AND PREPARATION OF PRELIMINARY PLANS; APPOINTMENT OF PROJECT ARCHITECT; AND APPROPRIATION THEREFOR.--The existing Library Building is critically short of space, and is a major concern in the preparation of the institutional self study for Southern Association accreditation. To provide facilities that will alleviate immediate space problems, the construction of a new Library Annex, consisting of approximately 25,000 square feet of open space with double-tiered stacks, producing nearly 40,000 square feet for book shelving, is recommended.

President Templeton and System Administration recommend that the Board:

1st name

- a. Authorize the Library Annex project at a total project cost estimated by U. T. El Paso Administration to be \$725,000.00
- b. Appoint a Project Architect from a list to be submitted at the Board meeting with authorization for the preparation of preliminary plans and outline specifications to be brought to the Board at a future meeting
- c. Appropriate \$725,000.00 from Proceeds of Permanent University Fund Bonds for the project.

6.

U. T. SAN ANTONIO: PHASE I SITE DEVELOPMENT (INCLUDING PARKING AREAS, CAMPUS ENTRANCE AND SERVICE ROADS, WALKS AND PLAZAS, OUTDOOR RECREATION FACILITIES, LANDSCAPING, ETC.) - SECOND SEGMENT (PROJECT NO. 401-153) - RECOMMENDED AWARD OF ADDITIVE ALTERNATES AND AUTHORIZATION FOR FOUNTAIN AND REQUEST FOR ADDITIONAL APPROPRIATION THEREFOR.--At its July 25, 1975, meeting the Board awarded a contract to Roma Construction Company, Mission Contractors, Inc., and W. L. Hoffman Company, Inc., A Joint Venture, for construction of the Second Segment of Phase I Site Development at The University of Texas at San Antonio.

At the time of award, funds were not available to award four additive alternates to the contract. The alternates were for (No. 1) Parking Lot No. 4 at a construction cost of \$132,000.00, (No. 2) West Paseo at a construction cost of \$171,000.00, (No. 3) Landscape Planting at a construction cost of \$205,000.00, and (No. 4) Transit Terminal at a construction cost of \$60,000.00 for a total cost of \$568,000.00. The contractor, however, has agreed to accept award of these additive alternates at the bid price for a period of 60 days after bid opening. The right to award the four additive alternates at the bid price expires on September 20, 1975.

Included in the construction contract awarded by the Board at their July 25, 1975, meeting were certain underground piping and catch basins for a fountain to be located in the central plaza. However, the fountain itself was not included because of an anticipated lack of funds. It would be practical and desirable to add the fountain at this time.

President Flawn and System Administration recommend that the Board:

- a. Award Alternates No. 1, No. 2, No. 3, and No. 4 to the contract with Roma Construction Company, Mission Contractors, Inc., and W. L. Hoffman Company, Inc., A Joint Venture, San Antonio, Texas, in the amount of \$568,000.00 and authorize the total project cost for this additional work of \$601,375.00 for award of alternates, fees and miscellaneous expenses

- b. Authorize the Office of Facilities Planning and Construction to proceed with the installation of the central plaza fountain by negotiated change order to an existing contract or by separate procurement, whichever is most advantageous to the University, at an estimated cost of \$55,000.00
- c. Approve funding of the above work at a cost of \$656,375.00 by an advance appropriated from Tuition Revenue Bond proceeds which will be repaid from Building Use Fees to be collected starting with the Fall Semester, 1976.

7. U. T. SAN ANTONIO: SCIENCE LABORATORIES (ADDITIONAL SCIENCE FACILITY) - RECOMMENDED INSCRIPTION ON PLAQUE.--It is recommended that the inscription as set out below be approved for the plaque to be placed on the Science Laboratories (Additional Science Facility) at The University of Texas at San Antonio. This inscription follows the standard pattern approved by the Board at the meeting held October 1, 1966.

SCIENCE LABORATORIES

1974

BOARD OF REGENTS

A. G. McNeese, Jr., Chairman
Dan C. Williams, Vice-Chairman
James E. Bauerle, D. D. S.
Edward Clark
Frank C. Erwin, Jr.
Jenkins Garrett
Mrs. Lyndon B. Johnson
Joe T. Nelson, M. D.
Allan Shivers

Charles A. LeMaistre, M. D.,
Chancellor, The University
of Texas System
Peter T. Flawn, President,
The University of Texas
at San Antonio

Kunz Construction Company,
Inc., Contractor

8. DALLAS HEALTH SCIENCE CENTER (DALLAS SOUTHWESTERN MEDICAL SCHOOL): PHYSICAL PLANT WAREHOUSE EXPANSION (PROJECT NO. 303-325) - RECOMMENDED AWARD OF CONTRACT TO THE BIRL V. DAVIS COMPANY, INC., DUNCANVILLE, TEXAS.--In accordance with authorization given at the Regents' Meeting held December 13, 1974, bids were called for and were received, opened and tabulated on August 12, 1975, as shown below for the Physical Plant Warehouse Expansion at The University of Texas Health Science Center at Dallas:

Bidder	Base Bid	Bidder's Bond
The Birl V. Davis Company, Inc., Duncanville, Texas	\$76,205.00	5% (Maximum of \$77,000.00 Bid)
Concept Seven, Colleyville, Texas	84,888.00	5%
Hardin Brothers Construction Company, Dallas, Texas	92,000.00	5%
Lee-Emmert, A Corporation, Richardson, Texas	81,132.00	5%
Loughborough Engineering Company, Dallas, Texas	91,024.00	5%
M D I, Inc., General Contractors, Dallas, Texas	83,800.00	5%
Steel Building Systems, Dallas, Texas	81,880.00	5% (Maximum of \$90,000.00 Bid)

This project provides approximately 7,000 square feet of pre-engineered metal building space for Central Receiving, Storage, and General Physical Plant Warehousing with an additional 4,000 square feet of adjacent concrete slab.

President Sprague and System Administration recommend that the Board:

- a. Award the construction contract for the Physical Plant Warehouse Expansion at the Dallas Health Science Center in the amount of \$76,205.00 to the low bidder, The Birl V. Davis Company, Inc., Duncanville, Texas
- b. Approve a total project cost of \$100,000.00, which was previously appropriated, to cover the recommended construction contract award, mechanical and electrical equipment, utility connections, and miscellaneous expenses.

9.

GALVESTON MEDICAL BRANCH (GALVESTON MEDICAL SCHOOL): ADDITION TO ANIMAL FACILITY (PROJECT NO. 601-321) - REQUEST FOR AUTHORIZATION FOR PREPARATION OF FINAL PLANS FOR INTERIOR FINISHING AND APPROPRIATION THEREFOR.--At the Regents' Meeting held November 1, 1974, a project authorization was approved for an Addition to the Animal Facility at The University of Texas Medical Branch at Galveston as shelled-in space with provisions for future interior finishing of the space for use by Microbiology when specific functional space requirements were identified. Subsequently final plans prepared by the Project Architect, Louis Lloyd Oliver and Tibor Beerman of Galveston, Texas, for the shelled space Addition to the Animal Facility were approved, bids taken, and a contract award made to Fleetwood Construction Company, Inc., Houston, Texas, in the amount of \$1,180,167.00. Construction of the shelled addition is now under way, and it is timely to initiate action for the originally contemplated finishing of the interior.

President Levin and System Administration recommend that the Board:

- a. Authorize the completion of the interior finishing of the Addition to the Animal Facility with the preparation of final plans and specifications by the Project Architect, Louis Lloyd Oliver and Tibor Beerman, at an estimated construction cost of \$500,000.00
- b. Authorize the Office of Facilities Planning and Construction to negotiate with the existing contractor for finishing the interior space or, if it appears more advantageous to the University, to take separate bids for this work. The results and recommended action will be reported to the Board at a later meeting
- c. Appropriate \$30,000.00 from Galveston Medical Branch Unexpended Plant Funds to cover fees and miscellaneous expenses through the preparation of final plans and specifications.

✓
10.

GALVESTON MEDICAL BRANCH (GALVESTON HOSPITALS): PARTIAL REMODELING OF THE EMERGENCY ROOM, McCULLOUGH BUILDING, PHASE I - RECOMMENDED AWARD OF CONTRACT TO B AND B DEVELOPERS, TEMPLE, TEXAS. --In accordance with authorization for capital improvements for the Galveston Hospitals of The University of Texas Medical Branch at Galveston at the Regents' meeting on November 1, 1974 (Pages 46 and 47), bids were called for and were received, opened, and tabulated on July 31, 1975, as shown below for the Partial Remodeling of the Emergency Room, McCullough Building, Phase I, at The University of Texas Medical Branch at Galveston:

Bidder	Base Bid	Bidder's Bond
B and B Developers, Temple, Texas	\$78,877.00	5%
C and H Construction, Inc., Galveston, Texas	79,784.00	5%
John Gray Company, Inc., Galveston, Texas	88,540.00	5%
Don Tarpey Construction Company, Texas City, Texas	85,932.00	5%
Trans-Am Construction Company, Washington, Texas	85,079.00	10%

To maintain continued operation of the vital activities in the Emergency Room, the authorized remodeling will necessarily be accomplished in several phases. The recommended construction contract award for this Phase I Remodeling can be made within previously appropriated project funds.

President Levin and System Administration recommend that the Board award a construction contract for the Partial Remodeling of Emergency Room, McCullough Building, Phase I, to the low bidder, B and B Developers, Temple, Texas, in the amount of \$78,877.00.

✓
11.

HOUSTON HEALTH SCIENCE CENTER (HOUSTON MEDICAL SCHOOL): PHASE III BUILDING (PROJECT NO. 701-285) - ACCEPTANCE OF PUBLIC HEALTH SERVICE (DHEW) GRANT NO. 06C-000019-01-0-PEC05.--Notice has been received from the Public Health Service, Department of Health, Education and Welfare, that Grant No. 06C-000019-01-0PEC05 in the amount of \$6,000,000.00 has been awarded to assist in the construction of the Phase III Building for The University of Texas Medical School at Houston.

President Berry and System Administration recommend that the Board accept the grant and appropriate the grant amount of \$6,000,000.00 to the project.

✓
12.

HOUSTON HEALTH SCIENCE CENTER (SCHOOL OF PUBLIC HEALTH): REQUEST FOR AUTHORITY TO GRANT EASEMENT TO HOUSTON LIGHTING AND POWER COMPANY FOR UNDERGROUND ELECTRIC SERVICE AND PAD MOUNTED TRANSFORMER STATION.--In order to provide a common electric service point for the School of Public Health Phase I and Phase II Buildings, it is necessary to provide Houston Lighting and Power Company an unobstructed easement 23 feet in width and 30 feet in length for a pad mounted transformer station and an unobstructed easement 10 feet in width and 147.5 feet in length for underground distribution. The proposed easement is more fully described in the easement document which will be available for examination at the Board meeting.

President Berry and System Administration recommend that authorization be given by the Board for such an easement to be executed by the Chairman of the Board after approval as to content by Deputy Chancellor Walker and as to legal form by a University Attorney.

✓
13.

SAN ANTONIO HEALTH SCIENCE CENTER: EXPANSION OF PHYSICAL PLANT BUILDINGS (CONNECTION OF BUILDINGS NOS. 1 and 2): REQUEST FOR PROJECT AUTHORIZATION, APPOINTMENT OF PROJECT ARCHITECT FOR PREPARATION OF PRELIMINARY PLANS AND APPROPRIATION THEREFOR. -- As a result of the growing demands of the expanding Campus at The University of Texas Health Science Center at San Antonio, the Physical Plant Department has developed a need for additional space. Existing shop functions are now inadequately housed in the Physical Plant Building and other activities are temporarily located in the Medical School Building in space needed for teaching departments. An expansion of the Physical Plant Building of approximately 32,500 square feet would provide the space necessary to expand and centrally locate the shop functions for building maintenance, carpentry, painting, supply storage, and the related activities of the Print Shop. The estimated total project cost is \$975,000.

President Harrison and System Administration recommend that the Board:

- a. Authorize the Expansion of the Physical Plant Building at The University of Texas Health Science Center at San Antonio at an estimated total project cost of \$975,000.00
- b. Appoint Phelps and Simmons and Garza in association with Bartlett Cocke and Associates, San Antonio, Texas, as Project Architect with authorization to prepare preliminary plans and outline specifications to be presented to the Board at a future meeting.
- c. Appropriate \$975,000.00 from San Antonio Health Science Center Unexpended Plant Funds to cover the anticipated cost of the project.

This expansion will connect the present Physical Plant Building and Physical Plant Building No. 2 at San Antonio Health Science Center.

14.

SAN ANTONIO HEALTH SCIENCE CENTER: RENOVATION OF AUDITORIUM SUBLEVEL - REQUEST FOR PROJECT AUTHORIZATION AND APPOINTMENT OF PROJECT ARCHITECT FOR PREPARATION OF FINAL PLANS AND APPROPRIATION THEREFOR.--The Auditorium of The University of Texas Health Science Center at San Antonio originally had a sublevel of excavated but unfinished space. In 1969, this area of approximately 22,000 square feet was finished at a minimum cost to provide temporary space for the Dental School and Nursing School. Upon the recent completion of the Dental School Building and the Nursing School Building, this sublevel was vacated and is now available for other purposes.

The Administrative Services of the Institution have expanded to meet the growth of the Health Science Center as exemplified by the opening of the Dental School. An urgent need exists for space to house Accounting, Payroll, Purchasing, and other Administrative activities now occupying Medical School Building space needed for teaching departments.

President Harrison and System Administration recommend that the Board:

- a. Authorize the renovation of the Auditorium Sublevel at The University of Texas Health Science Center at San Antonio
- b. Appoint Bartlett Cocke and Associates in association with Phelps and Simmons and Garza, San Antonio, Texas, as Project Architect with authorization to prepare final plans and specifications to be presented to the Board at a later meeting
- c. Appropriate \$880,000.00 from San Antonio Health Science Center Unexpended Plant Funds to cover the anticipated cost of the project.

15.

SAN ANTONIO HEALTH SCIENCE CENTER: EXPANSION OF THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT SAN ANTONIO (PROJECT NO. 402-288) - PRESENTATION OF PRELIMINARY PLANS AND REQUEST FOR AUTHORIZATION TO PREPARE FINAL PLANS.--In accordance with the project authorization given at the Regents' Meeting held July 25, 1975, preliminary plans and outline specifications for the construction of the Expansion of The University of Texas Health Science Center at San Antonio have been prepared by the Project Architect, Bartlett Cocke and Associates, Inc., of San Antonio, Texas.

President Harrison and System Administration recommend that the Board approve the preliminary plans and outline specifications at an estimated total project cost of \$16,964,758.00, and authorize the Project Architect to prepare final plans and specifications for consideration of the Board at a future meeting.

BUILDINGS AND GROUNDS COMMITTEE

EMERGENCY ITEMS

September 12, 1975

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B & G

SAN ANTONIO HEALTH SCIENCE CENTER

15. San Antonio Medical School and San Antonio Dental School - Expansion: Supplemental Information 18

U. T. ARLINGTON

16. Activities Building: Recommended Contract Award for Folding Seating to Kirby Building Specialties, Inc., San Antonio, Texas 18

U. T. AUSTIN

17. Addition to Art Building: Recommended Contract Awards for Furniture and Furnishings to Abel Contract Furniture and Equipment Company, Inc., Austin, Texas; Kewaunee Scientific Equipment Company, Inc., Statesville, North Carolina; and Clegg-Austin Company, Inc., Austin, Texas 19
18. Texas Union West: Recommended Contract Awards for Furniture and Furnishings to Abel Contract Furniture and Equipment Company, Inc., Austin, Texas, and San Antonio Floor Finishers, Inc., San Antonio, Texas 21

U. T. PERMIAN BASIN

19. Water (Untreated) Sources: Recommended Contract Award to Claude Prater Company and Miles Cottingham Company, a Joint Venture, San Angelo, Texas 23

✓ 15. San Antonio Health Science Center (San Antonio Medical School and San Antonio Dental School) - Expansion: Supplemental Information. --In the recommendation for the Material Supporting the Agenda, Item 15, Page B & G - 16, the Project Architect should be Bartlett Cocke and Associates and Phelps and Simmons and Garza, San Antonio, Texas.

✓ 16. U. T. ARLINGTON: ACTIVITIES BUILDING (PROJECT NO. 301-277) - RECOMMENDED AWARD OF CONTRACT FOR FOLDING SEATING TO KIRBY BUILDING SPECIALTIES, INC., SAN ANTONIO, TEXAS.--Specifications for Folding Seating for the Activities Building at The University of Texas at Arlington were prepared by the Office of Facilities Planning and Construction and bids called for. These bids were received, opened, and tabulated on August 26, 1975 as shown below:

Bidder	Base Bid	Add Alternates		Cashier's Check or Bidder's Bond
		No. 1	No. 2	
InterKal, Inc.-Vecta, c/o J. F. Clark Company, Dallas, Texas	\$26,936	\$2,956	\$644	B.B. 5%
Kirby Building Special- ties, Inc., San Antonio, Texas	21,475	942	280	C.C. \$1,135.00

It is recommended by President Nedderman and System Administration that award of contract be made to the low bidder as follows:

Kirby Building Specialties, Inc.
San Antonio, Texas

Base Proposal "A" (Folding Seating)	\$21,475.00
Add Alternate #1 to Base Proposal "A" (Integral Trucks)	<u>942.00</u>
Total Recommended Contract Award to Kirby Building Specialties, Inc.	<u>\$22,417.00</u>

The funds necessary to cover this contract award are available in the Furniture and Equipment Account for this project.

17. U. T. AUSTIN: ART BUILDING ADDITION (PROJECT NO. 102-264) - RECOMMENDED AWARD OF CONTRACTS FOR FURNITURE AND FURNISHINGS TO ABEL CONTRACT FURNITURE AND EQUIPMENT COMPANY, INC., AUSTIN, TEXAS; KEWAUNEE SCIENTIFIC EQUIPMENT COMPANY, INC., STATESVILLE, NORTH CAROLINA; AND CLEGG-AUSTIN COMPANY, INC., AUSTIN, TEXAS.--Specifications for Furniture and Furnishings for the Art Building Addition at The University of Texas at Austin were prepared by the Office of Facilities Planning and Construction and bids called for. These bids were received, opened, and tabulated on September 9, 1975, as shown on the attached sheet.

Bids submitted by Brodhead-Garrett Company were invalid and non-responsive in that the Base Proposal "A" bid did not include all items and bids for Base Proposals "B" and "C" were qualified; neither qualification is responsive to the requirements stated in the call for bids in that the method of payment as stated in the specifications is altered and the bidder will not agree to the liquidated damages clause.

Revised

Award of Base Proposal "D" would exceed the funds available for this project. Since other action can be taken to fulfill the furniture requirements represented in this package, it is not necessary or advisable to make this award.

It is recommended by President ad interim Rogers and System Administration that all Brodhead-Garrett bids and all bids for Base Proposal "D" be rejected and that the following recommended contract awards within funds available for this project be made to the low bidders:

Abel Contract Furniture & Equipment Company, Inc., Austin, Texas	
Base Proposal "A" (General Furnishings)	\$ 89,497.00
Kewaunee Scientific Equipment Company, Inc. Statesville, North Carolina	
Base Proposal "C" (Lab-Studio Tables)	39,604.00
Clegg-Austin Company, Inc. Austin, Texas	
Base Proposal "E" (Library Technical)	<u>4,852.82</u>
Grand Total Recommended Contract Awards	<u>\$133,953.82</u>

The funds necessary to cover these awards are available in the appropriations for this project.

FURNITURE AND FURNISHINGS FOR ART BUILDING ADDITION, THE UNIVERSITY OF TEXAS AT AUSTIN, AUSTIN, TEXAS

Bids Received at 2:00 P. M., September 9, 1975, at the Office of Facilities Planning and Construction, The University of Texas System, Austin, Texas

Bidder	Base Bid "A"	Base Bid "B"	Base Bid "C"	Base Bid "D"	Base Bid "E"	Bidder's Bond or Cashier's Check
Abel Contract Furniture and Equipment Company, Inc., Austin, Texas	\$89,497.00	No Bid	No Bid	\$24,998.00	No Bid	B.B. 5%
Brodhead-Garrett Company, Cleveland, Ohio	28,683.70*	\$12,216.20**	\$36,642.00**	No Bid	No Bid	B.B. \$3,877.10
Business Interiors, Division of Arlington Office Supply, Inc., Arlington, Texas	No Bid	No Bid	No Bid	27,775.82	No Bid	C.C. \$1,388.79
Central Distributing Company, San Antonio, Texas	No Bid	No Bid	No Bid	No Bid	\$5,526.22	B.B. 5%
Clegg-Austin, Inc., Austin, Texas	No Bid	No Bid	No Bid	24,811.07	4,852.82	B.B. 5%
Hoover Brothers, Inc., Temple, Texas	No Bid	----	----	20,960.00	----	B.B. 5%
Kewaunee Scientific Equipment Corporation, Statesville, North Carolina	----	----	\$39,604.00	----	----	B.B. 5%
Rockford Furniture Associates, Austin, Texas	92,205.32	No Bid	No Bid	24,271.20	No Bid	B.B. 5%
Stewart Office Supply Company, Dallas, Texas	No Bid	No Bid	No Bid	27,001.80	No Bid	B.B. 5%
Wilson Stationery and Printing Company, Houston, Texas	No Bid	No Bid	No Bid	26,963.40	----	B.B. 5%

*Not a complete bid

**Proposal qualified by exceptions made to terms of specifications as to liquidated damages and methods of payment; hence, could not be considered as a valid bid.

- ✓ 18. U. T. AUSTIN: TEXAS UNION WEST (PROJECT NO. 102-257) -
RECOMMENDED AWARD OF CONTRACTS FOR FURNITURE AND FURNISHINGS
TO ABEL CONTRACT FURNITURE AND EQUIPMENT COMPANY, INC., AUSTIN,
TEXAS, AND SAN ANTONIO FLOOR FINISHERS, INC., SAN ANTONIO, TEXAS.--
Specifications for Furniture and Furnishings for the Texas Union
West at The University of Texas at Austin were prepared by the
Office of Facilities Planning and Construction and bids called for.
These bids were received, opened and tabulated on September 3, 1975,
as shown on the attached sheet.

It is recommended by President ad interim Rogers and System Admin-
istration that award of contracts be made to the low bidders as
follows:

Abel Contract Furniture and Equipment
Company, Inc., Austin, Texas:

Base Proposal "A" (General Furniture) \$ 55,283.45

San Antonio Floor Finishers, Inc., San
Antonio, Texas:

Base Proposal "B" (Carpet) \$104,665.00

Add Alternates to Base Proposal "B"
No. 1 15,236.00

No. 2 2,361.00

Total Recommended Contract Award
to San Antonio Floor Finishers,
Inc. 122,262.00

Grand Total Recommended Contract Awards \$177,545.45

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

FURNITURE AND FURNISHINGS FOR TEXAS UNION WEST, THE UNIVERSITY OF TEXAS AT AUSTIN, AUSTIN, TEXAS

Bids Received at 2:00 P. M., September 3, 1975, in the Office of Facilities Planning
and Construction, The University of Texas System, Austin, Texas

Bidder	Base Bid "A"	Base Bid "B"	Add Alternates to Base Bid "B"		Bidder's Bond
			No. 1	No. 2	
Abel Contract Furniture and Equipment Company, Inc., Austin, Texas	\$55,283.45	No Bid	----	----	5%
Carpet Services Company, Inc., Dallas, Texas	No Bid	\$110,000.00	\$15,899.00	\$2,299.00	5%
Custom Contract Interiors, Inc., dba Reiser and Associates, Dallas, Texas	No Bid	110,307.00	14,679.30	2,119.90	5%
Dallas Office Supply - Division of Clarke and Courts, Inc., Dallas, Texas	55,789.98	No Bid	No Bid	No Bid	5%
Rockford Furniture and Carpets, Austin, Texas	60,147.36	113,329.04	17,452.90	2,704.70	5%
San Antonio Floor Finishers, Inc., San Antonio, Texas	No Bid	104,665.00	15,236.00	2,361.00	5%

19.

U. T. PERMIAN BASIN: WATER (UNTREATED) SOURCES (PROJECT NO. 501-283) - RECOMMENDED AWARD OF CONTRACT TO CLAUDE PRATER COMPANY AND MILES COTTINGHAM COMPANY, A JOINT VENTURE, SAN ANGELO, TEXAS.--In accordance with authorization given at the Regents' Meeting held July 25, 1975, bids were called for and were received, opened and tabulated on September 4, 1975, as shown on the attached sheet for the Water (Untreated) Sources at The University of Texas of the Permian Basin.

The recommended contract award can be made within previously appropriated funds. This project provides for an Untreated Water Distribution Piping System on the U. T. Permian Basin Campus from a tap of the Colorado River Municipal Water District line located just North of the Campus. This distribution system will permit future installation of irrigation systems in any required area of the Campus. Included in the total project cost is the amount of \$22,172.00 for reimbursement of the Colorado River Municipal Water District for the service connection.

Acting President Cardozier and System Administration recommend that the Board:

- a. Award the construction contract for Water (Untreated) Sources at The University of Texas of the Permian Basin to the low bidder, Claude Prater Company and Miles Cottingham Company, A Joint Venture, San Angelo, Texas, as follows:

Base Bid	\$309,000.00
Add Alternates:	
No. 1 (Northeast Quadrant Piping)	37,500.00
No. 2 (Southeast Quadrant Piping)	<u>28,000.00</u>
Total Recommended Contract Award	<u>\$374,500.00</u>

- b. Authorize a revised total project cost of \$486,578.00 to cover the recommended construction contract award, pumping equipment, Colorado River Municipal Water District service pipeline connection, fees and miscellaneous expenses within previously appropriated funds.

WATER (UNTREATED) SOURCES DISTRIBUTION SYSTEM AT THE UNIVERSITY OF TEXAS OF THE PERMIAN BASIN, ODESSA, TEXAS

Bids Received at 2:00 P. M., September 4, 1975, at the Office of the Director of Physical Plant,
The University of Texas of the Permian Basin, Odessa, Texas

Bidder	Base Bid	Add Alternates			Bidder's Bond
		No. 1	No. 2	No. 3	
Co-Con, Inc., El Paso, Texas	\$420,000.00	\$40,000.00	\$33,000.00	\$172,000.00	5%
Key Enterprises, Inc., Odessa, Texas	330,000.00	37,000.00	31,000.00	150,000.00	5%
McCormick Construction Company, Inc., El Paso, Texas	376,000.00	41,800.00	36,500.00	118,600.00	5%
Panhandle Construction Com- pany, Lubbock, Texas	359,400.00	39,270.00	34,860.00	159,600.00	5%
Claude Prater Company and Miles Cottingham Company, A Joint Venture, San Angelo, Texas	309,000.00	37,500.00	28,000.00	180,000.00	5%

4. U. T. El Paso - Renovation of Cotton Memorial Building for Classrooms: Recommended Architectural Firms and Correction of Typographical Error in MSA. --The recommended architectural firms for this project are:

- | | |
|--|---------|
| Davis and Welchel, Architects & Engineers | El Paso |
| Garland & Hillies | El Paso |
| Fouts, Langford, Gomez, Moore, Inc. | El Paso |
| Pellati, Herrera & Partners | El Paso |

SECRETARY'S NOTE: There was a typographical error made in the Secretary's office with respect to writing up this recommendation. The last word on the fifth line of Item 4 (Page B & G - 9) of the Material Supporting the Agenda should read "upgraded" instead of "ungraded."

5. U. T. El Paso - Library Annex: Recommended Architectural Firms. --The recommended architectural firms for this project are:

- | | |
|---|---------|
| Davis and Welchel, Architects & Engineers | El Paso |
| Carroll, Daeuble, DuSang, Rand | El Paso |
| Kuykendall-McCombs & Middleton | El Paso |
| Boyd & Associates, Architects | El Paso |

Medical Affairs
Committee

MEDICAL AFFAIRS COMMITTEE
Committee Chairman Nelson, Presiding

Date: September 12, 1975

Time: Following the Meeting of the Buildings and Grounds Committee

Place: Main Building, Suite 212
U. T. Austin
Austin, Texas

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1. U. T. System: For Information, Model Affiliation Agreements as Amended in Nursing, Pharmacy and Allied Health. --In compliance with the request of Committee Chairman Nelson on July 25, 1975, the model affiliation agreements in the areas of Nursing, Pharmacy and Allied Health as amended to include the "hold harmless clause" are set out as a matter of information on Pages MED 2 - 5 Nursing, Pages MED 6 - 9 - Pharmacy and Pages MED 10 - 14 - Allied Health.

AFFILIATION AGREEMENT

THE STATE OF TEXAS X
COUNTY OF TRAVIS X

This AGREEMENT is executed on _____, 1975,
between the BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM,
for and on behalf of The University of Texas Nursing School
(System-wide), hereinafter sometimes referred to as "University"
and _____ hereinafter some-
times referred to as "Facility",

WITNESSETH:

WHEREAS, it is agreed by the parties to be of mutual
interest and advantage that the students and faculty of the
University be given the opportunity to utilize the Facility
as a practice laboratory and for educational purposes:

NOW THEREFORE, for and in consideration of the foregoing,
and in further consideration of the mutual benefits, the parties
to this agreement agree as follows:

(1) The Facility will permit students of the University
to practice nursing under the direct supervision and responsi-
bility of the faculty of the University. The individual
faculty members will be responsible to the nurse or liaison
person designated by the Facility for the nursing activities
for students.

(2) The number and distribution of students between the
divisions of the Facility will be mutually agreed upon between
the University and the Facility at the beginning of each
semester.

(3) The period of assignment shall be during regular
University academic sessions, except in the instance of
special arrangements, such as for workshop participants.

(4) The University will provide the Facility with the names of the students who are entitled to use the resources of the Facility under the terms of this agreement.

(5) Representatives of the University and the Facility shall meet as often as necessary to study the nursing program and terms of this agreement and make such suggestions and changes as are needed.

(6) University personnel, faculty, and students will be subject to the rules and regulations established by the Facility for the division of the facility to which they are assigned:

- (A) The Facility will charge the University no fees for nursing practice opportunity afforded students;
- (B) students will be responsible for their own meals, laundry, and transportation to and from the Facility;
- (C) the University will be responsible for the students' health needs while in the performance of this agreement;
- (D) the Facility will not be charged for services performed by University personnel or students.

(7) Insofar as the University is authorized by the Constitution and laws of the State of Texas, the University agrees to hold the Facility harmless from and against any and all liability resulting from the use of the Facility by the University. The University does not agree to hold the Facility harmless for the gross or willful negligence of the Facility, its officers, employees, or agents, or the actions of a third party over which the University has no supervision, control, or jurisdiction.

(8) The salaries and expenses of any instructors, supervisors, or other employees of the University will be paid by the University. The University agrees that members of its faculty will serve as consultants and on committees of the Facility when requested by the Facility.

(9) The Facility further agrees as follows:

- (A) to maintain the criteria for accreditation as established by the Joint Commission on Accreditation of Hospitals, or other appropriate accrediting agency;
- (B) to provide to the University the necessary space or facilities for conference and classroom areas for student teaching, as available;
- (C) to provide lounge and locker space for students of the University, as available;
- (D) to allow students and faculty members of the University to utilize the Facility's eating facilities at the students' and faculty's sole expense;
- (E) that if other than University students are involved, all parties will plan programs jointly which involve clinical education.

(10) This agreement is for a term of one year from the date of execution and shall continue thereafter from year to year unless terminated by either party upon giving six months' advance written notice to the other party by certified mail.

EXECUTED by the parties on the day and year first
above written.

ATTEST:

BOARD OF REGENTS OF THE
UNIVERSITY OF TEXAS SYSTEM

Secretary

By _____
Chairman

ATTEST:

FACILITY

Approved as to Form:

Approved as to Content:

University Attorney

Associate Deputy Chancellor
for Health Affairs

Deputy Chancellor

AFFILIATION AGREEMENT

THE STATE OF TEXAS X

COUNTY OF TRAVIS X

This AGREEMENT is executed on _____, 1975,
between the BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM,
for and on behalf of the College of Pharmacy of The University
of Texas at Austin, hereinafter sometimes referred to as
"University" and _____
hereinafter sometimes referred to as "Facility",

WITNESSETH:

WHEREAS, it is agreed by the parties to be of mutual interest
and advantage that the students and faculty of the University be
given the opportunity to utilize the Facility as a practice lab-
oratory and for educational purposes:

NOW THEREFORE, for and in consideration of the foregoing,
and in further consideration of the mutual benefits, the parties
agree as follows:

(1) The Facility will permit students of the University to
engage in clinical pharmacy clerkships under the direct super-
vision and responsibility of the faculty of the University.
The individual faculty members will be responsible to the liaison
person designated by the Facility for all general arrangements
relating to student clerkships.

(2) The number and distribution of students between the
divisions of the Facility will be mutually agreed upon between
the University and the Facility at the beginning of each semester.

(3) The period of assignment shall be during regular
University academic sessions, except in the instance of special
arrangements, such as for workshop participants.

(4) The University will provide the Facility with the names of the students who are entitled to use the resources of the Facility under the terms of this agreement.

(5) Representatives of the University and the Facility shall meet as often as necessary to study the clerkship program and terms of this agreement and make such suggestions and changes as are needed.

(6) University personnel, faculty, and students will be subject to the rules and regulations established by the Facility for the division of the Facility to which they are assigned:

- (A) the Facility will charge the University no fees for general supervision of clerkships provided for students;
- (B) students will be responsible for their own meals, laundry, and transportation to and from the Facility;
- (C) the University will be responsible for the students' health needs while in the performance of this agreement;
- (D) the Facility will not be charged for services performed by University personnel or students.

(7) Insofar as the University is authorized by the Constitution and laws of the State of Texas, the University agrees to hold the Facility harmless from and against any and all liability resulting from the use of the Facility by the University. The University does not agree to hold the Facility harmless for the gross or willful negligence of the Facility, its officers, employees, or agents, or the actions of a third party over which the University has no supervision, control, or jurisdiction.

(8) The salaries and expenses of any instructors, supervisors, or other employees of the University will be paid by the University. The University agrees that members of its faculty will serve as consultants and on committees of the Facility when requested by the Facility.

(9) The Facility further agrees as follows:

- (A) to maintain the criteria for accreditation as established by the Joint Commission on Accreditation of Hospitals, or other appropriate accrediting agency;
- (B) to provide to the University the necessary space or facilities for conference and classroom areas for student teaching, as available;
- (C) to provide lounge and locker space for students of the University, as available;
- (D) to allow students and faculty members of the University to utilize the Facility's eating facilities as available at the students' and faculty's sole expense.

10) This agreement is for a term of one year from date of execution, and shall continue thereafter from year to year unless terminated by either party upon giving six months' advance notice to the other party by certified mail.

EXECUTED by the parties on the day and year first
above written.

ATTEST:

BOARD OF REGENTS OF THE
UNIVERSITY OF TEXAS SYSTEM

Secretary

By _____
Chairman

ATTEST:

FACILITY

Approved as to Form:

Approved as to Content:

University Attorney

Associate Deputy Chancellor
for Academic Affairs

Deputy Chancellor

AFFILIATION AGREEMENT

THE STATE OF TEXAS X

COUNTY OF TRAVIS X

This AGREEMENT is executed on _____, 1975,
between the BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM,
for and on behalf of the component institutions of The University
of Texas System, sometimes referred to as "University", and
_____, sometimes referred to as
"Facility",

WITNESSETH:

WHEREAS, the University and the Facility have the follow-
ing common objectives: (1) to provide clinical experience in
terms of patient and related instruction for students of the
University; (2) to improve the overall educational program
of the University by providing opportunities for learning
experiences that will progress the student to advanced levels
of performance; (3) to increase contacts between academic
faculties and clinical faculties for fullest utilization of
available teaching facilities and expertise; and (4) to
establish and operate a Clinical Educational Program of the
first rank:

NOW THEREFORE, for and in consideration of the fore-
going, and in further consideration of the mutual benefits,
the parties to this agreement agree as follows:

(1) GENERAL INFORMATION

(a) The Clinical Education Program will be consis-
tent with the academic plan for the University.

(b) The period of time for each student's clinical
education will be mutually agreed upon at least one month be-
fore the beginning of the Clinical Education Program.

(c) The number of students eligible to participate in the Clinical Education Program will be mutually determined by agreement of the parties and may be altered by mutual agreement.

(2) RESPONSIBILITIES OF THE UNIVERSITY

(a) The University will send the name, biographical data, and a report of health status of each student to the Facility at least four weeks before the beginning date of the Clinical Education Program.

(b) The University is responsible for supplying any additional information required by the Facility prior to the arrival of the students.

(c) The University will assign to the Facility only those students who have satisfactorily completed the pre-requisite didactic portion of the curriculum.

(d) The University will designate a faculty member to coordinate with a designee of the Facility the assignment to be assumed by the student participating in the Clinical Education Program.

(e) The University will enforce rules and regulations governing students that are mutually agreed upon by the University and the Facility.

(3) RESPONSIBILITIES OF THE FACILITY

(a) The Facility shall provide a jointly-planned, supervised program of clinical experience.

(b) The Facility shall maintain complete records and reports on each student's performance and provide an evaluation to the University on forms provided by the University.

(c) The Facility may request the University to withdraw from the Clinical Education Program any student whose

performance is unsatisfactory, whose personal characteristics prevent desirable relationships within the Facility, or whose health status is a detriment to the student's successful completion of the clinical education assignment.

(d) The Facility shall provide equally to each student participating in the Clinical Educational Program, within a given academic program, the following arrangements and considerations, of which any or all may be included:

(A) laundry (specify what is to be included, i.e., only uniforms, only cotton uniforms, synthetic fiber, or laundering of all clothing, etc.);

(B) meals (specify any exclusion);

(C) housing;

(D) parking arrangements;

(E) insurance coverage (health and malpractice);

(F) transportation arrangements;

(G) emergency health care;

(H) stipend.

(e) The Facility shall, on reasonable request, permit the inspection of the clinical facilities, services available for clinical experiences, student records, and such other items pertaining to the Clinical Education Program by the department or agency, or both, charged with the responsibilities for accreditation of the curriculum.

(f) The Facility shall certify that it subscribes to and will adhere to the letter and spirit of Title 6 of the Civil Rights Act of 1964 in all areas relating to student participation in the Clinical Education Program.

(g) The Facility shall designate and submit in writing to the University for acceptance the name and professional

and academic credentials of a person to be responsible for the Clinical Education Program. That person shall be called the Clinical Education Supervisor.

(h) The Facility shall immediately notify the University in writing of any change or proposed change of the Clinical Education Supervisor.

(4) RESPONSIBILITY OF THE STUDENT

The student

(a) is responsible for following the administrative policies of the Facility;

(b) is responsible for providing the necessary and appropriate uniforms required but not provided by the Facility;

(c) is responsible for his own transportation and living arrangements when not provided for by the Facility;

(d) is responsible for reporting to the Facility on time and following all established regulations during the regularly scheduled operating hours of the Facility;

(e) will not submit for publication any material relating to the clinical education experience without prior written approval of the Facility and the University.

(5) LIABILITY

Insofar as the University is authorized by the Constitution and laws of the State of Texas, the University agrees to hold the Facility harmless from and against any and all liability resulting from the use of the Facility by the University. The University does not agree to hold the Facility harmless for the gross or willful negligence of the Facility, its officers, employees, or agents, or the actions of a third party over which the University has no supervision, control, or jurisdiction.

(6) TERM OF AGREEMENT, MODIFICATION, TERMINATION

This agreement is for a term of one year from the date of execution and shall continue thereafter from year to year unless terminated by either party upon giving six months advance written notice to the other party by certified mail. Except under unusual conditions, such notice shall be submitted before the beginning of a clinical education period.

EXECUTED by the parties on the day and year first above written.

ATTEST:

BOARD OF REGENTS OF THE
UNIVERSITY OF TEXAS SYSTEM

Secretary

By _____
Chairman

ATTEST:

FACILITY

By _____

Approved as to Form:

Approved as to Content:

University Attorney

Associate Deputy Chancellor
for Health Affairs

Deputy Chancellor

2. Dallas Health Science Center: Proposed Affiliation Agreement with Kimbro Clinic Association of Cleburne, Texas.--

System Administration concurs in the recommendation of President Sprague that the Board of Regents approve the affiliation agreement set forth on Pages MED 16 - 19 between The University of Texas Health Science Center at Dallas and Kimbro Clinic Association of Cleburne, Texas, and that the Chairman of the Board of Regents be authorized to execute the agreement.

The affiliation agreement sets the conditions under which University students will train at the Kimbro Clinic in Cleburne, Texas. This program consists of training in rural practice and family medicine.

August 13, 1975

CHANCELLOR'S OFFICE U. of T.

Acknowledged.....File.....

AUG 15 1975

Mr. E. D. Walker
Deputy Chancellor
The University of Texas System
O. Henry Hall
601 Colorado Street
Austin, TX 78701

To.....For info and Return
To.....Please Advise Me
To.....Please Handle

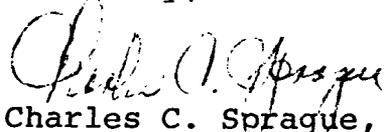
Dear Deputy Chancellor Walker:

With this letter we are transmitting an original and two copies of an affiliation agreement between Kimbro Clinic Association of Cleburne, Texas, and The University of Texas Health Science Center at Dallas.

This affiliation will provide the Health Science Center a remote base of operations for medical and allied health training programs which will help to alleviate some of the health manpower shortages in rural areas.

We look forward to a favorable review of this agreement and hope that it can be expedited at the earliest possible convenience.

Sincerely,



Charles C. Sprague, M.D.
President

wws
encl.

AFFILIATION AGREEMENT BETWEEN THE
KIMBRO CLINIC ASSOCIATION OF CLEBURNE AND
THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT DALLAS

This Affiliation Agreement made and entered into the ____ day of _____, 1975, by and between the Kimbro Clinic Association of Cleburne, a Texas professional association located in Cleburne, Johnson County, Texas, and The University of Texas Health Science Center at Dallas, Dallas County, Texas, hereinafter referred to as the "Health Science Center".

W I T N E S S E T H:

WHEREAS, the Kimbro Clinic Association and the Health Science Center have common objectives, including (i) the advancement of medical knowledge through investigation and professional service through care of the sick; (ii) promotion of personal and community health in rural and medically underserved areas; (iii) alleviation of health manpower shortages in the non-urban environment; (iv) the development of an expanded, rural based teaching program with emphasis on rural preceptorships and residency rotations in family medicine and related medical and allied health specialties; (v) the expansion of new and innovative methods for health care delivery in non-urban areas; and (vi) the integration of family medicine within a multidisciplinary group practice setting; and

WHEREAS, it is acknowledged that a non-urban multispecialty group practice and a Health Science Center can accomplish these objectives more effectively through affiliation with each other.

NOW, THEREFORE, the Kimbro Clinic Association and the Health Science Center agree to affiliate upon the following terms:

Sec. 1. The University of Texas Health Science Center at Dallas:
Jurisdiction and Responsibilities

- (a) The respective schools of the Health Science Center will be operated as reputable and accredited schools.
- (b) The Board of Regents of The University of Texas System will retain all jurisdictional powers incident to separate ownership, including the power to determine the general and fiscal policies of the Health Science Center and to appoint its administrative staff, faculty and other personnel.
- (c) Except as otherwise provided, the Board of Regents of The University of Texas System shall pay all expenses incurred in the operation of the Health Science Center.
- (d) The Health Science Center will provide, where indicated and mutually agreeable, the direction and personnel necessary to conduct certain Health Science Center programs of research and teaching at the Kimbro Clinic Association.

Sec. 2. Kimbro Clinic Association of Cleburne: Jurisdiction and Resonsibilities

- (a) The Kimbro Clinic Association shall retain all rights incident to its separate ownership, including the right to determine its general and fiscal policies and the right to determine the acceptability and desirability of its administrative and staff personnel.
- (b) The Kimbro Clinic Association will operate its facilities in a manner and with standards generally consistent with those established by the American Group Practice Association.
- (c) The Administration of the Health Science Center and the Board of Regents of the University of Texas System agree that academic status is important in attracting and maintaining well-qualified individuals for teaching

positions at the Kimbro Clinic Association and that academic appointments will be made by the Health Science Center for individuals in key positions, if mutually desirable.

- (d) The Kimbro Clinic Association will provide the facilities, administration, basic equipment, and personnel necessary to conduct teaching programs for undergraduates and post-graduates. The teaching, research, and service activities of the Kimbro Clinic Association will be conducted jointly and in cooperation with the programs of the Health Science Center, as it relates to this teaching program.
- (e) All patients of the Kimbro Clinic Association shall be subject to the exclusive direction and control of the Kimbro Clinic Association.
- (f) All expenses incurred in the operation of the Kimbro Clinic Association shall be paid by the Kimbro Clinic Association. All expenses incurred in the operation of the Health Science Center shall be paid by the Health Science Center.

Sec. 3. Joint Responsibilities

- (a) To augment the purposes of the affiliation, a Policy and Planning Committee shall be established with an equal number of representatives from the Kimbro Clinic Association and from the Health Science Center. The Committee shall elect its own chairman and shall study and recommend policies and programs of mutual interest, including but not limited to (i) health education (ii) health research, (iii) direct educational costs, and (iv) time commitment of participating health professionals. The Committee shall meet at least quarterly.
- (b) The Kimbro Clinic Association and the Health Science Center agree to cooperate in good faith in carrying

out the common objectives and purposes of this Affiliation Agreement.

Sec. 4. Period of Agreement

(a) This agreement is for a period of one year from its effective date, and thereafter from year to year unless terminated by either party on six months' written notice.

Sec. 5. Effective Date

This agreement takes effect on _____, 19__.

EXECUTED by the parties on the day and year first above written.

ATTEST:

Board of Regents of
The University of Texas System

Secretary

By _____
Chairman

Board of Directors of the
Kimbrow Clinic Association
of Cleburne

ATTEST:

Secretary

By _____
President

Approved as to Form:

Approved as to Content:

Buncee Waldrop
University Attorney

William H. Kinsely
Associate Deputy Chancellor for
Health Affairs

Edith Allen
Deputy Chancellor

Approved as to Content:

Paul O. Ayres 2-14-75
President of Health Science
Center

3. Galveston Medical Branch: Request for Approval of Affiliation Agreement with Methodist Hospital of Dallas. --

System Administration concurs in the recommendation of President Levin that the affiliation agreement set out on Pages MED 20 - 23 between Methodist Hospital of Dallas and the School of Allied Health Sciences at the Galveston Medical Branch be approved and that the Chairman of the Board of Regents be authorized to execute the agreement.

In negotiating this agreement, Methodist Hospital did not demand a "hold harmless clause." The agreement, therefore, is not in our model form. This has been approved by appropriate System Administrators and puts the University in a more favorable position than would our model agreement for the Allied Health Sciences.

This agreement outlines the conditions for the clinical training of Allied Health Sciences students from the Galveston Medical Branch at the Methodist Hospital in Dallas, Texas.

AGREEMENT

THE STATE OF TEXAS X
 X
COUNTY OF GALVESTON X

This AGREEMENT is executed on _____ 19____,

between the BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM, for and on behalf of The University of Texas School of Allied Health Sciences, The University of Texas Medical Branch at Galveston, sometimes referred to as "School" in this agreement, and _____

Methodist Hospital of Dallas, P.O. Box 5029, Dallas, Texas 75222, sometimes referred to as "Facility"

in this agreement, WITNESSETH:

WHEREAS, the School and the Facility have the following common objectives:

- (1) to provide clinical experience in terms of patient and related instruction for students of the School;
- (2) to improve the overall educational program of the School by providing opportunities for learning experiences that will progress the student to advanced levels of performance;
- (3) to increase contacts between academic faculties and clinical faculties for fullest utilization of available teaching facilities and expertise; and
- (4) to establish and operate a Clinical Education Program for the first rank:

NOW, THEREFORE, for and in consideration of the foregoing, and in further consideration of the mutual benefits, the parties to this agreement agree as follows:

(1) GENERAL INFORMATION

(a) The Clinical Education Program will be consistent with the trimester plan for the School.

(b) The period of time for each student's clinical education will be mutually agreed upon at least one month before the beginning of the Clinical Education Program.

(c) The number of students eligible to participate in the Clinical Education Program will be mutually determined by agreement of the parties and may be altered by mutual agreement.

(2) RESPONSIBILITIES OF THE SCHOOL

(a) The School will send the name, biographical data, and a report of health status of each student to the Facility at least four weeks before the beginning date of the Clinical Education Program.

(b) The School is responsible for supplying any additional information required by the Facility prior to the arrival of the students.

(c) The School will assign to the Facility only those students who have satisfactorily completed the prerequisite didactic portion of the curriculum.

(d) The School will designate a faculty member to coordinate with a designee of the Facility the assignment to be assumed by the student participating in the Clinical Education Program.

(e) The School will enforce rules and regulations governing students that are mutually agreed upon by the School and the Facility.

(3) RESPONSIBILITIES OF THE FACILITY

(a) The Facility shall provide a jointly-planned, supervised program of clinical experience.

(b) The Facility shall maintain complete records and reports on each student's performance and provide an evaluation to the School on forms provided by the School.

(c) The Facility may request the School to withdraw from the Clinical Education Program any student whose performance is unsatisfactory, whose personal characteristics prevent desirable relationships within the Facility, or whose

health status is a detriment to the student's successful completion of the clinical education assignment.

(d) The Facility shall provide equally to each student participating in the Clinical Education Program, within a given trimester, any student arrangements and considerations mutually agreed upon by the School and the Facility.

(e) The Facility shall, on reasonable request, permit the inspection of the clinical facilities, services available for clinical experiences, student records, and such other items pertaining to the Clinical Education Program by the School or agencies or by both, charged with the responsibilities for accreditation of the curriculum.

(f) The Facility shall certify that it subscribes to and will adhere to the letter and spirit of Title 6 of the Civil Rights Act of 1964 in all areas relating to student participation in the Clinical Education Program.

(g) The Facility shall designate and submit in writing to the School for acceptance the name and professional and academic credentials of a person to be responsible for the Clinical Education Program. That person shall be called the Clinical Education Supervisor.

(h) The Facility shall immediately notify the School in writing of any change or proposed change of the Clinical Education Supervisor.

(4) RESPONSIBILITY OF THE STUDENT

The student

(a) is responsible for following the administrative policies of the Facility;

(b) is responsible for providing the necessary and appropriate uniforms required but not provided by the Facility;

(c) is responsible for his own transportation and living arrangements when not provided for by the Facility;

(d) is responsible for reporting to the Facility on time and following all established regulations during the regularly scheduled operating hours of the Facility; and

(e) will not submit for publication any material relating to the clinical education experience without prior written approval of the Facility and the School.

(5) DEPARTMENTAL LETTER AGREEMENTS AUTHORIZED

(a) Recognizing that the specific nature of the clinical experience required by the several categories of allied health professions may vary, it is agreed by the School and the Facility that, following the execution of this agreement and within the scope of its provisions, the several departments of the School may develop letter agreements with their clinical counterparts in the Facility to formalize operational details of the Clinical Education Program.

(b) The authority to execute these letter agreements shall remain with the Dean of the School and the chief administrative officer of the Facility unless it is specifically delegated to others.

(6) TERM OF AGREEMENT, MODIFICATION, TERMINATION

(a) This agreement is for a term of one year and thereafter from year to year unless terminated by either party on ninety days' written notice to the other. Except under unusual conditions, such notice shall be submitted before the beginning of a clinical education period.

(b) It is understood and agreed that the parties to this agreement may revise or modify this agreement by written amendment when both parties agree to such amendment.

EXECUTED by the parties on the day and year first above written.

ATTEST:

BOARD OF REGENTS OF THE
UNIVERSITY OF TEXAS SYSTEM

Secretary

By _____
Chairman

Methodist Hospital of Dallas
(NAME OF CLINICAL FACILITY)

ATTEST:

Burton W. Waller, Jr.
Secretary

By Dan M. Thompson, Jr.
(Name) Dan. M. Thompson, Jr.
Administrator

(Title)

Approved as to Form:

Approved as to Content:

Lance Wadep
University Attorney

Ed O'Connell
Deputy Chancellor

W. K. Kinsley
Associate Deputy Chancellor for
Health Affairs

4. Houston Health Science Center: Request for Approval of Affiliation Agreement with Texas Heart Institute, Houston, Texas. --

Check with U. T. Health Science Center

System Administration concurs in the recommendation of President Berry that the affiliation agreement between the Texas Heart Institute and The University of Texas Health Science Center at Houston be approved as set out on Pages MED 24 - 29 and that the Chairman of the Board of Regents be authorized to execute the agreement.

This agreement provides the general guidelines for cooperative efforts between the staffs of the Texas Heart Institute and the U. T. Health Science Center at Houston including provisions governing faculty appointments for Institute staff members.

[Handwritten signature]

AFFILIATION AGREEMENT

THE STATE OF TEXAS X
 X
COUNTY OF HARRIS X

This AGREEMENT made and entered into this _____ day of _____, 1975, by and between the BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM, hereinafter sometimes called "University", and the TEXAS HEART INSTITUTE of Houston, hereinafter sometimes called "Institute",

WITNESSETH:

WHEREAS, during the past few decades advances in treatment of cardiovascular disease have been more significant and rapid than in any other previous period of history, and the pace continues to accelerate; and

WHEREAS, in recognition of contemporary trends and likely future requirements, University and Institute agree on the desirability of establishing a closer working relationship between the two institutions, who share a common commitment to offer the people of Texas, the Southwest, and the world a program of excellence in clinical care of patients with cardiovascular disease combined with a program for research and education in this dynamic medical field.

NOW THEREFORE, with these objectives in mind and with an intent to develop both institutions to the maximum extent consistent with the interests of each, University and Institute hereby agree as follows:

1. Extent of Affiliation at the Departmental Level.

The purpose of this agreement is to establish a broad framework of institutional policy to facilitate cooperation at the department level. It is agreed that the initiative for establishing any departmental affiliation and working relationships will be vested in the respective department heads of the several departments of University and the corresponding chiefs of the Divisions of Cardiology, Pediatric Cardiology and Cardiovascular Surgery of Institute. It is further understood that individual departments of University may or may not establish affiliations with Institute, depending upon their needs and circumstances and subject to appropriate action by the respective governing bodies.

2. Provision for Faculty Appointments for Institute

Staff Members. Both parties agree that academic status is a strong inducement for attracting qualified individuals for teaching positions at Institute and that academic appointment made by University for individuals in key positions at Institute should include tenure or assurances of continuation of employment, if possible. Appointments to staff of Institute shall be made by Board of Institute upon recommendation of the University, and the Medical Director of Institute after due consultation with Chief of Division and Medical Executive Committee of Institute. Academic appointments (including tenure) will be nominated by the Institute or University and will be granted after mutual agreement on an individual basis subject to the approval of the person by University 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 Appointments:

Guarantee by Institute for all future salary cost for any tenure appointments by University. Under this arrangement a contract negotiated between the individual physician and the Institute, with the approval of the University, whereby the Institute will guarantee to pay to University the salary in accordance with the terms of the contract for new personnel granted tenure in case their positions are terminated at Institute. These payments would continue as long as University is required to maintain these personnel, not to exceed the term of the original contract.

(2) Qualified Tenure Appointments:

Guarantee by Institute 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 an institute position.

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

(3) Institute Staff without Compensation:

Rules and procedures established by Institute will

be used in appointment of medical staff of Institute without teaching assignment, faculty designation, or compensation through University.

(4) Institute Staff with Partial Compensation and/or University Faculty Appointment:

Mutual agreement between Institute and University 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 employed full time by University who are accepted for full-time activity by and at Institute appointments, 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 under the direction of the Board of Regents of The University of Texas System and used to develop medical education and research programs at Institute. These funds should not be committed on a continuing basis for the salaries of additional full-time personnel.

4. Joint Sponsorship of Research Activities. Institute will provide research facilities for physicians who are geographically full time on its campus. Research projects at Institute may be jointly sponsored by University. In such cases there will be prior agreement as to the extent of the responsibility of each institution in the administration of research funds, provision of staff and facilities and ownership of equipment purchased with research funds.

5. Indemnification. Insofar as the University is authorized by the Constitution and laws of the State of Texas, the University agrees to hold the Institute harmless from and against any and all

liability resulting from the use of the Institute by the University. The University does not agree to hold the Institute harmless for the gross or willful negligence of the Institute, its officers, employees, or agents, or the actions of a third party over which the University has no supervision, control or jurisdiction.

6. 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 level. At least annually, and more frequently if necessary, a group representing each institution should meet to review and discuss over-all relationships and policies and other matters of common concern.

It is agreed that the Board of Trustees of the Texas Heart Institute, acting for its institution, shall retain all jurisdictional powers incident to separate ownership, including the power to determine the general and fiscal policy of the institution, selection of the directing head of the Institute and the determination of the acceptability and desirability of members of the Professional Staff of the Institute.

All admissions of patients to the Institute shall be under the direction of the Institute Board and full and complete direction of the administration, supervision of the Institute as well as appointment of the Medical Staff, shall at all times be retained by the Institute Board.

Appointments to the Teaching Staff of the Texas Heart Institute shall be made by the Institute Board upon recommendation, of the University after due consultation with the Institute Chief of the Division, or Department Chairman concerned and the Medical Executive Board.

Appointment to the Medical Staff of Texas Heart Institute or membership therein is not contingent upon a teaching appointment.

If any aspect of this agreement becomes unsatisfactory, a joint committee shall be responsible for discussing and resolving the questions involved. If a change in the agreement is necessary, the committee shall make recommendations to the authorities in each institution. If problems develop which are sufficiently serious, and cannot be resolved, either party shall have the right to terminate this agreement upon not less than six (6) months' written notice. The effective date of such dissolution shall be mutually agreed upon with adequate time to allow each institution to make necessary arrangements in an orderly manner.

This agreement shall be for a term of ten (10) years from and after its effective date, and may be terminated at any time upon mutual consent of the parties. It may also be amended in writing to include such provisions as the parties may agree upon.

EXECUTED by the parties on the day and year first above written.

ATTEST:

Secretary

BOARD OF REGENTS OF THE
UNIVERSITY OF TEXAS SYSTEM

By _____
Chairman

ATTEST:

Secretary

TEXAS HEART INSTITUTE

By _____
Chairman, Board of Trustees

Approved as to Form:

M. E. Anderson
University Attorney
for *Burnell Waldrop*

Approved as to Content:

C. W. [Signature]
Deputy Chancellor

William H. Knealy
Associate Deputy Chancellor
for Health Affairs

5.

University Cancer Center and Dallas Health Science Center:
Request for Approval of Affiliation Agreement Between The
University of Texas System Cancer Center and The University
of Texas Health Science Center at Dallas. --

System Administration concurs in the recommendation of Presidents Clark and Sprague that the affiliation agreement between The University of Texas System Cancer Center and The University of Texas Health Science Center at Dallas as set out on Pages MED 33 - 36 be approved and that the Chairman of the Board of Regents be authorized to execute the agreement.

This agreement provides the conditions and obligations of the two component institutions under which they will coordinate resources to manage cancer patients and to coordinate research and educational activities relating to cancer and related diseases.

AUG 8 1975

THE UNIVERSITY OF TEXAS
HEALTH SCIENCE CENTER AT DALLAS

CHARLES C. SPRAGUE, M.D.
PRESIDENT

SOUTHWESTERN MEDICAL SCHOOL
GRADUATE SCHOOL OF BIOMEDICAL SCIENCES
SCHOOL OF ALLIED HEALTH SCIENCES

August 5, 1975

R. Lee Clark, M.D.
President
The University of Texas System
Cancer Center
Texas Medical Center
Houston, TX 77025

Dear Lee:

Just a note to indicate my concurrence in your suggestion that the affiliation agreement between The University of Texas Health Science Center at Dallas and The University Cancer Center be July 1, 1975. I shall insert this date in our executed copy and include the document in our docket for the September meeting of the Board of Regents.

Sincerely,



Charles C. Sprague, M.D.
President

ccs:lbc

xc: Mr. Julius Weeks
Dr. William Knisely ✓
Mr. Richard Gibson

THE UNIVERSITY OF TEXAS SYSTEM
CANCER CENTER

Texas Medical Center Houston, Texas 77025

JUL 28 1975

R. Lee Clark, M.D.
President

July 24, 1975

Dr. Charles C. Sprague, President
The University of Texas Health Science
Center at Dallas
5323 Harry Hines Boulevard
Dallas, Texas 75235

Dear Charlie:

In determining a mutually agreeable effective date for the affiliation agreement between the Dallas Health Science Center and the University Cancer Center which has recently been approved by System Administration officials, I propose that we select July 1, 1975. If this date is agreeable with you we shall insert it in our executed copy and include the document in our docket for the September meeting of the Board of Regents.

We are looking forward with enthusiasm to working with you and your staff in developing and implementing cooperative endeavors in a number of areas.

Sincerely yours,

R. Lee Clark, M.D.
President

RLC:bjr

CC: Dr. William H. Knisely
Mr. Richard Gibson



THE UNIVERSITY OF TEXAS SYSTEM CANCER CENTER

Texas Medical Center Houston, Texas 77025



Vice President for Business and Hospital Affairs

August 13, 1975

Mr. Frank D. Graydon
Budget Director
Office of the Chancellor
The University of Texas System
601 Colorado
Austin, Texas 78701

Dear Mr. Graydon:

I am transmitting herewith a fully executed Affiliation Agreement between The University of Texas System Cancer Center and The University of Texas Health Science Center at Dallas. This agreement was approved some time ago by the Chancellor and was returned to Dr. Clark with instructions that it be presented to the Board of Regents through the next regular Docket. Since it is not customary to present affiliation agreements to the Board of Regents through the Docket procedure, I am transmitting the agreement to you for proper handling as an agenda item.

Please advise me if additional information is required.

Very truly yours,

Joe E. Boyd, Jr.
Vice President for Business
and Hospital Affairs

JEBJr:sd

Enclosure

M. D. ANDERSON HOSPITAL AND TUMOR INSTITUTE Annex and Rehabilitation Center
EXTRAMURAL PROGRAMS DIVISION Oncology Council-Biomedical Institutions Collaborative Studies Substations Environmental Science Park
UNIVERSITY CANCER FOUNDATION The Anderson Mayfair

AFFILIATION AGREEMENT BETWEEN THE UNIVERSITY OF TEXAS SYSTEM CANCER CENTER AND THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT DALLAS

THE STATE OF TEXAS

COUNTY OF DALLAS

This AGREEMENT is executed on July 1, 1975,

by and between the President of The University of Texas System Cancer Center on behalf of The University of Texas System Cancer Center, hereinafter called the Cancer Center, and the President of The University of Texas Health Science Center at Dallas on behalf of The University of Texas Health Science Center at Dallas, hereinafter called the Dallas Center.

WITNESSETH:

WHEREAS, during the past half century, advances in medicine and the biomedical sciences and in the sciences of oncology have been more significant and rapid than in any other previous period of history. Specifically, there have occurred dramatic advances in cancer medicine and in cancer biology.

WHEREAS, The University of Texas Board of Regents at its meeting on June 9, 1972, created as an institution of The University of Texas System "The University of Texas Cancer Center," consisting of The University of Texas M. D. Anderson Hospital and Tumor Institute at Houston, The University of Texas Environmental Science Park at Smithville, and such other institutions and activities of The University of Texas as may from time to time be added by the Board of Regents and authorized the Cancer Center with the Board of Regents' approval to enter into affiliation and cooperative agreements with other institutions and activities, both within and without The University of Texas System in order to carry out the Cancer Center's missions and goals.

WHEREAS, in recognition of contemporary trends and anticipated future requirements, two University of Texas Centers, the Cancer Center and the Dallas Center, desire to coordinate their resources to improve the management of cancer patients in Texas and to expand and collaborate

their research and educational activities as they relate to cancer and related diseases.

WHEREAS, the President of the Cancer Center and the President of the Dallas Center accept the responsibility for carrying out cooperative inter-institutional endeavors where they are related and mutually beneficial to their common goals of providing programs of excellence in education, research and better health care for the citizens of Texas.

NOW, THEREFORE, in consideration of the mutual benefits and with the intent to develop both institutions to their maximum potential, the Cancer Center and the Dallas Center hereby agree as follows:

1. TO THE ESTABLISHMENT OF AN AFFILIATION AGREEMENT BETWEEN THE CANCER CENTER AND THE DALLAS CENTER

2. EXTENT OF AFFILIATION

The purpose of this agreement is to establish a broad framework to facilitate cooperation at the institutional level or at the department level. It is agreed that the initiative for establishing such affiliation and associated working relationships will be vested in the offices of the Cancer Center President and the Dallas Center President. It is also agreed that department heads may establish affiliations on a departmental basis subject to review and approval by the chief administrative officers of each institution.

3. PROVISIONS FOR DUAL FACULTY APPOINTMENTS FOR APPROPRIATE COLLABORATING INSTITUTIONAL STAFF FACULTY MEMBERS

Both parties agree that appointments of their own faculty members to the faculty of the other institution when considered desirable for the pursuit of cooperating programs of education, research and/or patient care, may be initiated by appropriate departmental chairman. Such applications shall be considered on an individual basis and will be without tenure at the second institution to which an individual is given a faculty appointment. Such appointments will terminate upon termination of an individual's appointment at his primary institution, unless recommended otherwise by the appropriate departmental chairman of the second institution. All individuals with academic appointment and employed on a full-time basis by either unit of The University

of Texas will be subject to The University of Texas System policies regarding salary plans. Neither institution will become a financial burden to the other.

4. JOINT SPONSORSHIP OF RESEARCH ACTIVITIES

Cooperative research projects may be jointly sponsored by the Cancer Center and the Dallas Center. In such cases, there will be prior agreement as to the extent of the responsibility of each institution in the administration and disposition of research funds, provisions of staff and facilities and ownership 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 appropriate levels. At least annually, and more frequently if necessary, a group representing each institution shall review and discuss overall relationships and policies and other matters of common concern.

If any aspect of this agreement becomes unsatisfactory, or if any policy question arises, a joint committee shall be responsible for discussing and resolving the questions involved. If a change in the agreement is necessary, the committee shall make recommendations to the authorities in each institution, who in turn shall evaluate these recommendations and other appropriate matters and, when indicated, make a recommendation to the Chancellor and the Regents of The University of Texas System. If problems develop that are sufficiently serious and cannot be resolved, dissolution shall be mutually agreed upon, with adequate time to allow each institution to make necessary arrangements in an orderly manner.

Additionally, at or near the conclusion of each year the President of the Cancer Center and the President of the Dallas Science Center shall meet to review progress and to contemplate new areas of collaboration and cooperation.

6. PERIOD OF AGREEMENT

This agreement is for a period of one year from its effective date, and

thereafter from year to year unless terminated at any time upon mutual consent of the parties. It may also be amended in writing to include such provisions as the parties may agree upon.

EXECUTED by the parties on the day and year first written.

THE UNIVERSITY OF TEXAS SYSTEM
CANCER CENTER

By R. Lee Clark
President

THE UNIVERSITY OF TEXAS HEALTH SCIENCE
CENTER AT DALLAS

By Robert A. Sprague
President

APPROVED AS TO FORM:

James Washop
University Attorney

APPROVED AS TO CONTENT:

Ellen Allen
Deputy Chancellor

W. H. Krueger
Associate Deputy Chancellor
for Health Affairs

APPROVED:

The Board of Regents of The
University of Texas System

By _____
Chairman

6. System Nursing School: Proposed Statement of Policy Regarding Credit by Examination (Compliance with House Bill No. 1841, 64th Leg. R. S.). --

System Administration concurs in the recommendation of President Willman that the statement of policy regarding credit by examination previously approved by the Board of Regents and appearing in the 1975-76 catalogue of The University of Texas System School of Nursing be accepted by the Board as their compliance with House Bill 1841 of the 64th Legislature. This legislation requires the governing boards of institutions with baccalaureate programs in nursing "to plan and incorporate into the program standards and sequential procedures which will recognize and grant credit for actual educational and clinical experiences in the nursing field which are equivalent to regular course content."

Dr. Willman's letter of recommendation and the Credit by Examination statement of policy are set forth below.



OFFICE OF THE PRESIDENT
THE UNIVERSITY OF TEXAS
SYSTEM SCHOOL OF NURSING
AUSTIN, TEXAS 78712

CHANCELLOR'S OFFICE U. of T.	
Acknowledged.....	File.....
JUL - 7 1975	
To.....	Return
To.....	Please Advise Me
To.....	Please Handle

July 3, 1975

Charles A. LeMaistre, M.D.
Chancellor
The University of Texas System
O. Henry Hall - 402

Dear Chancellor LeMaistre:

Attached you will find a copy of statements and policies regarding Credit by Examination which will appear in the 1975-76 School catalogue. They represent our attempt to facilitate the progress of students who may have gained certain abilities in programs other than our own or through other life experiences. House Bill 1841 requires the governing board of The University of Texas System to "plan and incorporate into the program standards and sequential procedures which will recognize and grant credit for actual educational and clinical experiences in the nursing field which are equivalent to regular course content." The attached materials fulfill this mandate and I request that they be submitted to the Board of Regents for their approval.

Sincerely yours,

Marilyn D. Willman, Ph.D.
President

MDW/bk
attachment

Credit By Examination

In keeping with the School's stated philosophy of learning, the faculty recognizes the many potential avenues for acquisition of the knowledge, attitudes and skills which are deemed appropriate for a baccalaureate nursing practitioner. Furthermore, the faculty believes that student experiences in formal educational endeavors should build on the student's present level of achievement in an effort to maximize enhancement of the "actualization of individual potential." Therefore, the faculty subscribes to the principle of validation of the candidate's competencies and the awarding of credit based upon satisfactory achievement on examinations. The candidate is thus allowed to matriculate into the curricular pattern at a level appropriate for his/her demonstrated level of achievement.

1. To petition for such an examination, an individual must have met all requirements for admission to upper division courses in the School of Nursing.
2. The candidate should consult the Dean on the campus on which he plans to take the examination regarding applications, policies and scheduling.
3. A student may not take an examination for credit in a course which he has completed with either a passing or failing grade.
4. A student who is enrolled in the course must be in good standing in the course in order to take the examination.
5. A candidate for "credit by examination" may obtain the course material which would be given to a student enrolling in the course.
6. A candidate for "credit by examination" will have access to any and all materials in campus learning centers, but will not receive tutoring by The University of Texas System School of Nursing faculty in preparation for the examination.
7. A candidate for "credit by examination" may audit any or all of the lecture portion of any course in The University of Texas System School of Nursing (subject to University audit fees).
8. A candidate for examination will be assigned a faculty adviser, teaching in the course to be challenged, whose function will be to clarify the intent of the examination and to provide feedback on the results.
9. A fee of \$25.00 will be assessed each candidate writing the examination.
10. Fifty-one semester credit hours can be awarded by "credit by examination."
11. Only after the student is registered in the degree program, will credit be granted for a grade of C or higher on the examination.
12. The student may elect to have the credit recorded as a "pass" or as the actual grade achieved. In the latter event, the grade is included in computing the cumulative grade point average. No notation appears on the permanent record when the examination is failed.
13. Credit earned by examination shall not reduce by a corresponding amount courses which may be taken on a pass-fail basis.
14. A candidate may not retake any examination on any level.

7. System Nursing School: Request for Approval of Affiliation Agreements with Arlington Community Hospital, Fort Worth Neuropsychiatric Hospital, Hurst-Eules-Bedford Hospital and Jewish Home for the Aged, Inc. --

The below listed affiliation agreements conform to the model affiliation agreements set out in Item 1 above, and have been approved as to form and content by the appropriate System Administration Officials.

System Administration concurs in the recommendations of President Willman that the below listed agreements be approved. It is further recommended that after approval, the Chairman of the Board of Regents be authorized to execute the agreements.

System School of Nursing:

Arlington Community Hospital
Fort Worth Neuropsychiatric Hospital
Hurst-Eules-Bedford Hospital
Jewish Home for the Aged, Inc.

L&I Com.

LAND AND INVESTMENT COMMITTEE
Committee Chairman Clark, Presiding

Date: September 12, 1975

Time: Following the Meeting of the Medical Affairs Committee

Place: Main Building, Suite 212
U. T. Austin
Austin, Texas

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I. PERMANENT UNIVERSITY FUND

A. INVESTMENT MATTERS

1. Report on Clearance of Monies to Permanent University Fund and Available University Fund.--The Director, Auditing Oil and Gas Production reports the following with respect to monies cleared by the General Land Office to the Permanent University Fund and Available University Fund for the current fiscal year through July 1975:

<u>Permanent University Fund</u>	<u>July, 1975</u>	<u>Cumulative This Fiscal Year</u>	<u>Cumulative Preceding Fiscal Year (Averaged)</u>
Royalty			
Oil	\$3,507,142.42	\$27,136,195.00	\$21,965,750.40
Gas - Regular	1,251,474.87	15,870,957.28	7,795,937.27
- F. P. C.	- 0 -	139,405.32	20.35
- Market Value Settlements	1,065,275.43	9,219,854.92	86,900.00
Water	24,873.83	125,011.93	184,174.98
Salt Brine	2,290.32	19,767.91	18,986.00
Rental on Mineral Leases	23,689.60	353,639.19	409,465.10
Rental on Water Contracts	2,180.00	21,319.43	69,376.56
Rental on Brine Contracts	100.00	400.00	183.37
Amendments and Extensions of Mineral Leases	82,035.00	195,029.25	242,638.33
	<u>5,959,061.47</u>	<u>53,081,580.23</u>	<u>30,773,432.36</u>
Bonuses, Mineral Lease Sales, (actual)	- 0 -	7,816,000.00	11,124,800.00
Total, Permanent University Fund	<u>5,959,061.47</u>	<u>60,897,580.23</u>	<u>41,898,232.36</u>
 <u>Available University Fund</u>			
Rental on Easements	37,277.45	202,384.99	277,308.35
Interest on Easements and Royalty	85.31	19,450.68	2,622.29
Correction Fees - Easements	100.00	100.00	- 0 -
Transfer and Relinquishment Fees	450.45	5,557.60	5,862.89
Total, Available University Fund	<u>37,913.21</u>	<u>227,493.27</u>	<u>285,793.53</u>
Total, Permanent and Available University Funds	<u>5,996,974.68</u>	<u>61,125,073.50</u>	<u>42,184,025.89</u>

<u>Oil and Gas Development - July 31, 1975</u>	
Acreage Under Lease	727,110
Number of Producing Acres	336,757
Number of Producing Leases	1,496

2. Permanent University Fund Investment Advisory Committee - Recommendation of Two Years Extension to Terms of Present Four Members.--It is recommended that the terms of the present Investment Committee members be extended for two additional years.

Terms of the present members will be as follows:

Mr. Dee Osborne	Term to expire 8/31/77
Mr. Roger Jenswold	Term to expire 8/31/78
Mr. Harold W. Hartley	Term to expire 8/31/79
Mr. Thomas B. McDade	Term to expire 8/31/80

B. ✓ LAND MATTERS

1. Permanent University Fund - Recommendation for Cavern Storage Contract No. 4001 (Page L & I - 6) to Santa Fe Pipeline Company.-- Mr. James B. Zimmerman, Geologist in Charge, has negotiated a Cavern Storage Contract with the Santa Fe Pipeline Company giving the lessee the right to create and use subterranean caverns or "Jugs" for storage of natural gas liquids and other liquefiable hydrocarbons at depths between 2,200 and 3,000 feet underlying a forty-acre tract out of Sections 20, 21, 24 and 25, Block 1, University Lands, Andrews County. This is listed as Document No. 4001 on Page L & I - 6. The lease is for a term of one year from September 1, 1975, with the option to renew said lease from year to year not to exceed a total period of ten years. The rental is \$2,500.00 per cavern per year. Lessee is presently planning to develop two subterranean caverns, and the first year's rental in the amount of \$5,000.00 has been received. Lessee is further granted the right to use nonpotable water from the Santa Rosa formation and to dispose of the brine wash into the Ellenburger formation subject to a change in depth intervals upon permission of the Geologist in Charge.

A separate surface lease contract (No. 4002 on Page L & I - 7) covering the above ground production facilities and appurtenances has been negotiated through the University Land Agent.

The Geologist in Charge and the Associate Deputy Chancellor for Investments, Trusts and Lands recommend the granting of the Cavern Storage Contract to Santa Fe Pipeline Company upon the above-described terms.

Lin J. P. B. Zell J. J.

2. It is recommended by the Associate Deputy Chancellor for Investments, Trusts and Lands that the following applications for easements, surface leases, material source permits, water contracts and amendments to easements on University Lands be approved. All have been approved as to content by the appropriate officials. Payment for each has been received in advance unless otherwise indicated, and each document is on the University's standard form and is at the standard rate:

a. Easements and Surface Leases Nos. 3985 - 4014

No.	Company	Type of Permit	County	Location (Block#)	Distance or Area	Period	Consideration
3985	Gulf Refining Company (renewal of 2069)	Pipe Line	Ector	35	333 rds. 10-3/4 inch	9/1/75- 8/31/85	\$ 582.75
3986	Gulf Refining Company (renewal of 2068)	Pipe Line	Ward	16	361 rds. 4½ inch	9/1/75- 8/31/85	361.00
3987	Mobil Pipe Line Company (renewal of 2074)	Pipe Line	Andrews	13	390.9 rds. 4 inch	9/1/75- 8/31/85	390.90
3988	Texas New-Mexico Pipe Line Company	Pipe Line	Andrews	6	402 rds. 4½ inch	7/1/75- 6/30/85	402.00
3989	Phillips Petroleum Company (renewal of 2076)	Pipe Line	Andrews	10	737.60 rds. various size	8/1/75- 7/31/85	967.48
3990	El Paso Natural Gas Company (renewal of 2081)	Pipe Line	Reagan	10, 58	721.01 rds. various size	10/1/75- 9/30/85	1,246.31
3991	West Texas Utilities Company	Surface Lease (electrical substation)	Pecos	26	3 acres	8/1/75- 7/31/85	1,000.00 (full)
3992	Lo-Vaca Gathering Company	Surface Lease (meter run and valve site)	Ward	16	50' x 50'	7/1/75- 6/30/85	1,000.00 (full)

Land Matters - Continued--

No.	Company	Type of Permit	County	Location (Block#)	Distance or Area	Period	Consideration
3993	Lo-Vaca Gathering Company	Surface Lease (meter run and valve site)	Ward	16	50' x 50'	7/1/75- 6/30/85	\$ 1,000.00 (full)
3994	Southwest Texas Electric Cooperative, Inc. (renewal of 2082)	Power Line	Reagan	48	346 rds. power line	10/15/75- 10/14/85	311.40
3995	Lo-Vaca Gathering Company	Pipe Line	Ward	16	482.23 rds. 6-5/8 inch	7/1/75- 6/30/85	843.90
3996	Intratex Gas Company	Pipe Line	Pecos	24, 26	2,145.15 rds. 4 inch	7/1/75- 6/30/85	2,145.15
3997	Southern Union Gas Company (renewal of 2046)	Pipe Line	Ward	17	648.48 rds. 4 inch	9/1/75- 8/31/85	648.48
3998	West Texas Utilities Company (renewal of 2064)	Power Line	Pecos	26	978.8 rds. H-frame	9/1/75- 8/31/85	1,468.20
3999	Northern Natural Gas Company	Pipe Line	Reagan	58	399.70 rds. 4½ inch	7/1/75- 6/30/85	399.70
4000	El Paso Natural Gas Company	Surface Lease (cathodic protection site)	Hudspeth	J	Less than one acre	6/1/75- 5/31/85	100.00 (full)
4001	Santa Fe Pipeline Company (see narrative write-up)	Surface Lease (cavern storage contract)	Andrews	1	40 acres	9/1/75- 8/31/76*	5,000.00 (annually)

*Renewable from year to year, but not to exceed a period of ten years.

Land Matters - Continued--

No.	Company	Type of Permit	County	Location (Block#)	Distance or Area	Period	Consideration
4002	Santa Fe Pipeline Company	Surface Lease (underground storage site)	Andrews	1	40 acres	9/1/75- 8/31/85	\$12,000.00 (full)
4003	N. B. Hunt	Pipe Line	Ward, Winkler	18, 20	2,387.15 rds. 6-5/8 inch	7/1/75- 6/30/85	4,177.52
4004	Texas-New Mexico Pipe Line Company (renewal of 2093)	Pipe Line	Crane, Upton	30	690 rds. 4½ inch	11/1/75- 10/31/85	690.00
4005	Strain Brothers, Inc.	Surface Lease (construction yard)	Pecos	17	10 acres	8/1/75- 7/31/76*	300.00 (annually)
4006	Northern Natural Gas Company	Surface Lease (gas dehydration & compression site)	Andrews	12	2.07 acres	8/1/75- 7/31/85	1,000.00 (full)
4007	Southwest Texas Electric Cooperative, Inc.	Power Line	Crockett, Upton	14	121.63 rds. single pole	8/1/75- 7/31/85	109.47
4008	Northern Natural Gas Company	Pipe Line	Andrews	12	1,129.10 rds. 4½ inch 218.73 rds. 6-5/8 inch	8/1/75- 7/31/85	1,511.88
4009	El Paso Natural Gas Company (renewal of 2065)	Pipe Line	Upton	3, 58	579.842 rds. 6-5/8 inch	1/1/76- 12/31/85	1,014.72
4010	El Paso Natural Gas Company (renewal of 2044)	Pipe Line	Upton	58	52.545 rds. 4½ inch	12/1/75- 11/30/85	100.00 (min.)

*Renewable from year to year, but not to exceed a period of ten years.

Land Matters - Continued--

No.	Company	Type of Permit	County	Location (Block#)	Distance or Area	Period	Consideration
4011	Texas-New Mexico Pipe Line Company (renewal of 2094)	Pipe Line	Andrews, Martin	6, 7	79 rds. 4½ inch 2,209 rds. 6-5/8 inch	11/1/75- 10/31/85	\$ 3,944.75
4012	Shell Pipe Line Corporation (renewal of 2106)	Surface Lease (microwave tower)	Reagan	9	2.066 acres	1/1/76- 12/31/85	1,750.00 (full)
4013	Shell Pipe Line Corporation (renewal of 2107)	Surface Lease (microwave tower)	Crockett	41	5.42 acres	1/1/76- 12/31/85	1,750.00 (full)
4014	Manuel Provencio (renewal of 1993)	Surface Lease (service station)	El Paso	L	.65 acre	3/1/75- 2/28/76*	800.00 (annually)

*Renewable from year to year, but not to exceed a period of five years.

b. Material Source Permits Nos. 487 - 492

No.	Grantee	County	Location	Quantity	Consideration
487	D. D. Poynor Construction Company	Reagan	Block 9	1,388 cubic yards caliche	\$ 416.40
488	Amoco Production Company	Terrell	Block 34	3,400 cubic yards caliche	1,020.00
489	Border Road Construction Company	Ward	Block 16	32,917.1 tons aggregate	2,962.54
490	Amoco Production Company	Terrell	Block 34	2,880 cubic yards caliche	864.00
491	El Paso Natural Gas Company	Crane	Block 31	200 cubic yards pad dirt	100.00
492	Machen Contracting, Inc.	Ward	Block 16	75 cubic yards chat	100.00

Land Matters - Continued--

c. Water Contracts Nos. 155 - 156

No.	Grantee	County	Location	Period	Consideration
155	Great Plains Water Co.	Pecos	Blocks 16, 17	6/1/75 - 5/31/77	\$ 500.00
156	Great Plains Water Co.	Pecos	Block 16	6/1/75 - 5/31/77	500.00

d. Amendment to Easements Nos. 2637 and 2907

No.	Company	Type of Permit	County	Location (Block#)	Distance or Area	Period	Consideration
2637	El Paso Natural Gas Company	Pipe Line*	Hudspeth	D, E, F, H, J	6,763.99 rds. 30 inch	6/1/68- 5/31/78	\$ 100.00
2907	El Paso Natural Gas Company	Pipe Line*	Hudspeth	G, H, J, K, L	11,759.79 rds. 30 inch	5/1/69- 4/30/79	100.00

*The Legal Department of El Paso Natural Gas Company has requested this amendment to show a change in the pipe line products from natural gas to crude oil and its by-products.

II. TRUST AND SPECIAL FUNDS

A. GIFTS, BEQUESTS AND ESTATES

1. U. T. Austin - Recommendation for Acceptance of Gift and Establishment of C. R. (Smilo) Mallison Endowed Presidential Scholarship.--The Administration recommends acceptance of a gift of \$25,000 from Mrs. C.R. Mallison of Midland and the establishment, as requested by Mrs. Mallison, of the C. R. (Smilo) Mallison Endowed Presidential Scholarship in memory of her deceased husband.
2. San Antonio Health Science Center (San Antonio Medical School) - Report of the Settlement of the Contest of the Will of Anna Marie Sahn Brown, Deceased, Acceptance of the Bequest Under the Will and the Establishment of the Charles Conrad Brown and Anna Sahn Brown Professorship in Cardiovascular Disease.--Under the terms of the Last Will and Testament of General Charles C. Brown dated in 1963, his one-half interest in the community estate was divided into two trusts, Trust A and Trust B, which were to be administered by the National Bank of Commerce, San Antonio, as Trustee, with his surviving spouse to receive the income for life and the remainder over to four nieces and nephews of General Brown. Mrs. Brown was granted the power of appointment as to Trust A under the terms of General Brown's Will. Simultaneously, Mrs. Brown executed a Will containing similar provisions leaving income for life to her surviving spouse with remainder over to General Brown's nieces and nephews.

Shortly after General Brown's death in January, 1971, Mrs. Brown executed a new Will in which she devised her one-half interest in the community estate plus the assets of Trust A to the Board of Regents of The University of Texas System for the use and benefit of the San Antonio Medical School for the purpose of establishing the Charles Conrad Brown and Anna Sahn Brown Professorship in Cardiovascular Disease. At the time of the execution of Mrs. Brown's second Will in 1971, Mrs. Brown had been residing in a rest home for approximately two years, was suffering from advanced arteriosclerosis and had recovered from several broken bones. Testimony of her nurses at the nursing home indicated that she had many periods of a "confused state of mind." The doctors attending Mrs. Brown during this period have indicated that though Mrs. Brown was suffering from hardening of the arteries that in their opinion on the day of the execution of the Will she had the necessary testamentary capacity.

Mrs. Brown died in December, 1974, and her 1971 Will was filed for probate by the National Bank of Commerce of San Antonio as Independent Executor. The nieces and nephews of General Brown filed a contest to the probate of said Will alleging that Mrs. Brown did not have the necessary testamentary capacity to execute same in February, 1971. The Attorney General intervened on behalf of the Board of Regents of The University of Texas System to defend the charitable trust created in said Will.

After taking the depositions of the doctors and nurses and an examination of the medical records maintained by the nursing home, it was the recommendation of the Office of the Attorney General and Mr. Michael S. Brenan (son of Walter P. Brenan, former member of the Board of Regents, and an attesting witness with his father to the 1971 Will of Mrs. Brown) that a settlement of the Will contest should be considered. Under the terms of the settlement agreement, the nieces and nephews of Mrs. Brown would receive the assets

of Trust B and the assets of Trust A (each with a current market value of \$92,500) over which Mrs. Brown had exercised her power of appointment in the 1971 Will plus one-half of the value of her jewelry valued at \$55,000, for and in consideration of their withdrawing their contest to the 1971 Will and their agreement to pay one-half of the specific bequests totaling \$35,500 and any and all estate or inheritance taxes that might result from such settlement.

By virtue of said settlement agreement, The University of Texas Health Science Center at San Antonio will receive the assets of Mrs. Brown's one-half interest in the community estate with an approximate market value of \$244,000 plus one-half of the value of her jewelry valued at \$55,000 less one-half of the specific bequests totaling \$35,500 and the costs of administration, estimated to be \$25,000, or a net of approximately ~~\$248,000~~ \$228,000.

The Deputy Chancellor and the Associate Deputy Chancellor for Investments, Trusts and Lands joined by President Harrison recommend that the following items be approved by the Board of Regents:

- a. Ratification of the Settlement Agreement entered in the County Court of Law of Bexar County, Texas, in the Matter of Anna Marie Sahm Brown, Deceased, dated August 12, 1975.
- b. Acceptance of the bequest under the 1971 Will of Anna Marie Sahm Brown, Deceased.
- c. Establishment of the Charles Conrad Brown and Anna Sahm Brown Professorship in Cardiovascular Disease at the San Antonio Medical School.

3. System School of Nursing - Recommendation for Acceptance of Gift and Establishment of Mary Kolaya Nicholas Scholarship Fund.--The Administration recommends waiver of the minimum requirement of \$10,000 for an endowment fund, acceptance of gift of \$5,000 from Mr. Charles S. Nicholas, and the establishment in the System School of Nursing of the Mary Kolaya Nicholas Scholarship Fund in honor of his wife, a graduate of the Galveston School of Nursing. Mr. Nicholas expects to make additional gifts for this fund in due course.

B. REAL ESTATE MATTERS

1. U. T. Austin - Roger Q. Mills Scholarship Fund - Recommendation for Joinder in Oil, Gas and Mineral Lease on Tract in Navarro County to H. L. Richards--The Administration recommends that the Board of Regents as contingent remainderman under the Will of Caroline Mills Wood join with Miss Annie Lee Robbins, life tenant under the Will, in an oil, gas and mineral lease to H. L. Richards acting for Mr. Harry S. Phillips of Tyler covering 703.80 acres in the J. W. O'Brien and Radford Ellis Surveys, Navarro County. Miss Robbins has already executed the lease which is for a primary term of 5 years with bonus of \$10 per acre, \$1 per acre annual delay rental, and 1/8th royalty. The lessee is attempting to assemble a block of about 5,000 acres for a prospective deep test and has already taken several leases. He has told the staff the area does not justify more than 1/8th royalty, and that no leases have been made or will be made at a larger royalty. The proposed arrangement, which has been followed in two

earlier leases in which the Board of Regents has joined with Miss Robbins, is for Miss Robbins to receive the bonus and any delay rentals paid during her lifetime and with the handling of any royalty to be agreed on when and if there is production under the lease.

The tract was leased to Shell Oil Company in 1964. Shell paid rentals for the 5-year primary term and dropped the lease. In 1971, a lease on 300 acres was made to an independent operator who drilled a shallow dry hole and dropped the lease. Both leases were at 1/8th royalty.

This and another tract of 298 acres are near Corsicana; and all of this land was devised by Caroline Mills Wood, who died in 1950, to her cousin, Annie Lee Robbins for life and then in fee simple to any child or children of Miss Robbins. The Will provides that if Miss Robbins dies without leaving a child or children, the land comes to the Board of Regents to provide scholarships at the University in memory of Roger Q. Mills. Miss Robbins is 71 years of age and has never married and has no children.

2. U. T. El Paso - Frank B. Cotton Trust - Recommendation for Granting of Grazing Leases to J. Clark, C. Hooser and M. Balch.--On May 29, 1970, the Board of Regents approved a grazing lease to J. M. Huber Corporation covering 10,829.4 acres, Cotton Estate Land, in Hudspeth and Culberson Counties, Texas, for a term of five years, commencing on June 1, 1970, and ending May 31, 1975. The J. M. Huber Corporation during said lease period sold its fee acreage to Clark and Roberts et al together with its rights in the above-described grazing lease, the J. M. Huber Corporation remaining liable on said surface lease to its date of expiration. The University Land Agent has negotiated new grazing leases with each of the three fee owners at a rental of 15¢ per acre per year which represents a 40% increase over the previous rental of 9¢ per acre per year.

The University Land Agent and the Associate Deputy Chancellor for Investments, Trusts and Lands recommend the granting of the following grazing leases which contain the standard provisions for management of the hunting rights and soil conservation and range management provisions as leases covering Permanent University Fund lands for a term of five years commencing June 1, 1975, and ending May 31, 1980, to each of the following lessees:

- a. To J. Clark covering 3,941 acres out of Blocks 2 and 3, GC&SF RYCO Survey, Culberson and Hudspeth Counties at an annual rental of \$591.15.
- b. To C. Hooser covering 3,508.4 acres out of Blocks 2 and 3, GC&SF RYCO Survey, Culberson and Hudspeth Counties at an annual rental of \$526.26.
- c. To M. Balch covering 2,100 acres out of Blocks 2 and 3, GC&SF RYCO Survey, Culberson and Hudspeth Counties at an annual rental of \$315.00.

3. U. T. El Paso - Josephine Clardy Fox Estate - Renewal of Lease to Charles Little d/b/a Del Camino Motors at 5120 Paisano, El Paso, Texas.--One of the assets of the Fox Estate is an unimproved lot located at 5120 Paisano Drive in El Paso and presently being occupied by a used car dealer. Mr. Charles Little, the present tenant, has requested a new two-year lease with option to renew for two additional years which would be cancellable in the event of sale of the property. Rentals would be \$325.00 per month for the

initial term and \$350.00 for the optional period. This is an 8% increase (\$25.00) over the present rental and represents a 10.45% return on present valuation of \$37,328.00 predicated on land value of \$2.00 per square foot for 17,664 square feet plus fencing and paving. This tract presently is rented on a month-to-month basis, and the requested new lease would be effective October 1, 1975.

It is recommended that the Associate Deputy Chancellor for Investments, Trusts and Lands be authorized to execute a lease renewal on the stated terms.

✓
Galveston Medical Branch - Agnes Thelma Anderson Fund - Recommendation for Joinder in Oil, Gas and Mineral Lease to Burmont Company on Tract in Chambers County.--The Administration recommends joinder by the Board of Regents in an oil, gas and mineral lease to Burmont Company of Houston covering the minerals under 633.45 acres, being all of the B.B.B. & C. R.R. Survey, Abstract No. 58, Chambers County, at 3/16ths royalty, bonus of \$25 per acre (\$1,055.75 for the University) and \$5 per acre annual delay rental (\$211.15 for the University) for a primary term of 3 years. The Board of Regents holds an undivided 1/15th of the minerals under the Will of Mrs. Agnes Thelma Anderson. About 15 relatives of Mrs. Anderson own the other minerals and have executed leases on their interests after negotiation with Burmont Company. The surface of this tract was taken several years ago by the Federal Government for the Wallisville Reservoir, and it will be necessary for the lessee to use a site off the tract for drilling.

III. OTHER MATTERS

PUF and Trust and Special Funds: Report of Securities Transactions for the Months of June and July 1975.--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 1975 was mailed August 21, 1975, by Secretary Thedford to the members of the Board of Regents. If any questions regarding this report have been submitted, the Secretary will so report at the meeting of the Land and Investment Committee.

* * * * *

FOUNDATION MATTERS

Winedale Stagecoach Inn Fund.-- It is recommended that the Members of the Board of Regents as Trustees of the Winedale Stagecoach Inn Fund meet at the meeting of the Board of Regents on September 12, 1975, for action on the following agenda:

1. Approval of Minutes of the January 31, 1975, meeting distributed earlier.
2. Consideration of Winedale Properties budget for year beginning September 1, 1975.

The proposed budget is being completed and will be reviewed with Dr. Rogers next week. It should be ready for distribution to the Trustees at least several days in advance of the meeting.

LAND AND INVESTMENT COMMITTEE
EMERGENCY ITEM*
September 12, 1975

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L & I

II. Trust and Special Funds

A. Gifts, Bequests and Estates

2. San Antonio Health Science Center (San Antonio Medical School): Will of Anna Marie Sahn Brown Below

FOUNDATION MATTERS

The Robertson Poth Foundation: Meeting of Trustees Below

II. Trust and Special Funds

A. Gifts, Bequests and Estates

2. San Antonio Health Science Center (San Antonio Medical School): Will of Anna Marie Sahn Brown. --The figure of \$248,000 in the first full paragraph on Page L & I - 11 was incorrectly computed and should be \$228,000. This is the approximate amount that the University will receive from this bequest.

FOUNDATION MATTERS

The Robertson Poth Foundation.--It is recommended that the Chairman of the Board, the Chairman of the Medical Affairs Committee and the Chairman of the Land and Investment Committee, as Trustees of The Robertson Poth Foundation, meet at the meeting of the Board of Regents on September 12, 1975, for action on the following agenda:

1. Approval of Minutes of the April 28, 1975 meeting, copies of which have been distributed earlier.
2. Transfer of \$2,500 of the accumulated income of The Robertson Poth Foundation to Galveston Medical Branch, Robertson Poth Foundation Grant in Aid, Dr. E. J. Poth, Account No. 0-19511-749685-10.

*Item added to the Agenda after the MSA was bound but not before the Official Notice was sent to the Secretary of State

Com. of the
Whole

COMMITTEE OF THE WHOLE
Chairman Shivers, Presiding

Date: September 12, 1975
Time: Following the Meeting of the Land and Investment Committee
Place: Main Building, Suite 212
U. T. Austin

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I. SPECIAL ITEMS

A. Board of Regents

1. Report of Special Committee for Additional Amendments to Regents' Rules and Regulations in Implementation of Administrative Reorganization. --

At the July 25, 1975 Board of Regents meeting, the Board approved several changes in the Regents' Rules and Regulations to implement the reorganization in the Office of the Chancellor. The Chairman appointed himself, Chancellor LeMaistre and Deputy Chancellor Walker as a committee to review the Rules for any further needed changes.

Chairman Shivers, Chancellor LeMaistre and Deputy Chancellor Walker recommend approval of the changes to the various sections of the Regents' Rules and Regulations set out below.

Amend Part One, Chapter I, Subsections 8.22, 8.61, 8.64, and 8.65 to read as follows: _____

8.2 Order of Business

8.22 Special items:

- (a) Chancellor [~~Deputy Chancellor~~]
- (b) Deputy Chancellor [~~Chief administrative officers of the component institutions~~]
- (c) Chief administrative officers of the component institutions [~~Members of the Board of Regents~~]
- (d) Members of the Board of Regents

8.61 Nothing herein shall be construed to prevent members of the Board of Regents from informing themselves as to their duties and obligations in such manner as they may deem proper. However, the regular channel of communication from members of the Board of Regents to the faculty, staff, and administration is through the Deputy 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 Deputy Chancellor and the chief administrative officer of the institution involved. The Deputy Chancellor shall regularly advise the Chancellor concerning such communications. All staff and faculty proposals that are to be acted upon by the Regents shall be presented to the Deputy Chancellor in sufficient time to permit him to consider such proposals, make recommendations thereon, and transmit them to the 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 Secretary within the time prescribed shall not be considered by the Board but shall automatically be deferred until the next meeting of the Board.

- 8.64 A docket, to be entitled the "Deputy Chancellor's Docket," 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 of Regents in accordance with established policies of the Board, shall be prepared as directed and approved by the Deputy Chancellor, and an informational copy shall be provided to the Chancellor. All docket items from the component institutions must be received in the office of the Deputy Chancellor not less than twenty-one days prior to the next regular scheduled meeting for inclusion on the docket for that meeting. The Deputy Chancellor's Docket shall be distributed by the 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 System Administration Committee for consideration at the first regular meeting of the Board following action on the item by the System Administration Committee.
- 8.65 Except for communications from the Chancellor and the Deputy Chancellor and the 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 Deputy Chancellor. A copy of any communication sent directly to a Board member should be furnished to the Deputy Chancellor and to the chief administrative officer of the institution involved. The Deputy Chancellor shall regularly advise the Chancellor concerning such communications. A description of all matters to be considered by the Board at any meeting shall be mailed or delivered to each member of the Board of Regents and to 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 the Regents and 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 needs for action thereon, and the recommendations of the Deputy 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 Deputy 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 of Regents, 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.

Amend Part One, Chapter II, Subsections 3.1, 3.41[6], 3.42, 3.43, 4.2 and 4.32 to read as follows:

3.1 Chancellor.

The Chancellor is the chief executive officer of The University of Texas System and shall report to and be responsible to the Board of Regents. In the areas of development, general policy, and general academic planning for The University of Texas System and its component institutions, the Chancellor, by delegation from the Board of Regents, is authorized to exercise or to delegate all of the power and authority possessed by the Board of Regents in the governance of the institutions composing The University of Texas System. [~~The Chancellor reports to and is responsible to the Board of Regents.~~] He shall also:

3.11 Advise and counsel with the Board of Regents in establishing and promulgating basic policies.

3.12 Interpret the academic programs and needs of The University of Texas System and its component institutions to the general public and other constituencies under policies established by the Board of Regents.

3.13 Represent The University of Texas System in the articulation of educational policy concerns at the community, state, regional, and national levels.

3.14 Serve as chief executive agent of the Board of Regents in establishing policies and procedures for determining and approving developmental needs of The University of Texas System and in directing efforts to attract private fund support for meeting these needs.

3.15 Have direct access to the chief administrative officers as required in the fulfillment of these responsibilities.

3.41 (6) Prepare and approve recommendations for the meetings of the Board of Regents, consult with the Chancellor, and submit such approved recommendations to the Secretary to the Board of Regents for consideration by the Chairman of the Board. [~~Approve and submit for the meetings of the Board of Regents all recommendations to the Secretary to the Board of Regents for consideration by the Chairman of the Board, with a copy to the Chancellor.~~]

- 3.42 The Deputy Chancellor reports to and is responsible to the Chancellor. Nothing in these delegated responsibilities shall limit the responsibility of the Deputy Chancellor to keep the Chancellor, as chief executive and administrative officer, fully informed.
- 3.43 The Academic Affairs Council. The Academic Affairs Council is composed of the Chancellor and the Deputy Chancellor and the chief administrative officers of all component institutions of The University of Texas System. The Chancellor shall serve as the permanent chairman, and the Deputy Chancellor shall serve as the permanent vice-chairman, and the Council shall review academic planning, general policies, [operational procedures,] private fund development activities, and other matters of general concern to the several component institutions
- 4.2 Each chief administrative officer reports to and is responsible to the Deputy Chancellor, and he serves without fixed term, subject to the pleasure of the Deputy Chancellor, the Chancellor and approval by the Board of Regents.
- 4.32 In the areas of private fund development, general policy and general academic planning, the chief administrative officer has direct access to the Chancellor.

Amend Part One, Chapter III, Subsection 8.3 to read as follows:

- 8.3 A state university being a public enterprise of maximum social importance, it is the duty of all persons connected with it to be as civic-minded as possible. It is also a duty to cooperate with the Board of Regents in carrying out the purposes and policies of the Board which are deliberately considered, usually by both the Board and the several faculties, in accordance with law and designed to attain the best educational results with the resources available. The Regents, the Chancellor, the Deputy Chancellor, the institutional heads, and other administrative officers are entitled to the cheerful acquiescence of all staffs in carrying out the policies duly adopted. At the same time, administrative officers are expected to listen with an open and appreciative mind to criticisms and suggestions coming to them from members of their staffs.

Amend Part One, Chapter VIII, Section 5 by deleting all of Section 5 as follows:

~~[Sec. 5--Regional Advisory Group---Regional Medical Program of Texas.-- As long as The University of Texas System is the grantee institution for the Regional Medical Program of Texas under Public Laws 89-239 and 91-515, the names of all persons nominated for appointment or reappointment to the Regional Advisory Group of the Regional Medical Program of Texas shall be submitted to the Board of Regents for approval prior to their official appointment by the Deputy Chancellor.]~~

Amend Part Two, Chapter V, Subsection 1.1 to read as follows:

- 1.1 System Personnel Director. The System Personnel Director serves as a staff officer advising [~~the Chancellor through~~] the Deputy Chancellor.

Amend Part Two, Chapter X, Subsection 10.2 to read as follows:

- 10.2 The President of The University of Texas at Austin shall review the minutes of all meetings of the Athletics Council and may subsequently approve, reverse, or modify any action therein. After reviewing the minutes of a meeting of the Athletics Council, the President of The University of Texas at Austin shall deliver to the Deputy Chancellor two copies of such minutes and a copy of the action, if any, taken by the President with regard to the approval, modification, or reversal of any action of the Athletics Council. Nothing in this section shall be deemed to limit or restrict the authority of the Board of Regents.

2. Recommendation to Accept Two Paintings and Frames. --
It is recommended that the two paintings and frames referred to in the letter set out below from Professor Judson Neff of the College of Business Administration of The University of Texas at Austin be accepted and that they be assigned to U. T. Austin and displayed in an appropriate place.

Room 513 B.E.B.
Austin, Texas 78712

The Board of Regents
The University of Texas
Room 212 Main Building
Austin, Texas 78712

Gentlemen:

Please accept as my gift, to become the property of The Board of Regents, two paintings and frames executed by the Polish-Canadian artist, Edward Vingris, the technical descriptions of which are attached.

Yours truly,

Judson Neff

August 15, 1975

PORTRAIT
OF
GEORGE KOZMETSKY
DEAN COLLEGE OF
BUSINESS ADMINISTRATION
1966 - 197

Artist: E. Vingris Donor: Judson Neff

Technical Description:

1. The painting: Canvas is top-quality Irish pure linen, size 20" x 24", primed with gesso. Underpainting of the subject is in acrylics. Finished with Grumbacher's finest oil colours and with some Windsor Newton colours.

2. The frame: Designed and hand-made by the artist. Wood is selected and aged white pine, primed with gesso, about four coats, and sized and gold-leafed, using about seven booklets of George M. Whiley, Ltd. 23-carat gold leaf.

3. The artist: EDWARD VINGRIS was born in Latvia in 1921. His interest in art was interrupted by World War II, and not until his arrival to Canada in 1947 did he resume his studies more seriously. He began to attend evening classes at the "Artist's Workshop" in Toronto. In 1956, he left Canada and returned to Europe to continue to study in Spain.

He entered the Academy of Fine Art in Madrid [La Escuela Superior de Bellas Artes de San Fernando] where he spent 6 years.

While studying there, he obtained a "Premio de Estado" in sculpture and also in drawing and perspective, a scholarship for two years from OCAU [Organización Católica de Asistencia Universitaria], then for another two years a Scholarship of Honour from the same institution.

After terminating the Academy, he obtained a scholarship from the Paderewski Foundation of New York to extend his studies in ASRI [Akademi Seni Kupa Indonesia] in Jogjakarta, Indonesia. There he lectured on Canadian and European history of Art. At the same time he studied primitive masks, batik, and native painting.

E. Vingris held an exhibit in Indonesia and also participated in collective exhibitions in Toronto, Madrid, Jogjakarta, and Djakarta.

1966 - one-man show, Milwaukee, Wis.

1968 - one-man show, Toronto

1970 - one-man show, Toronto

1973 - collective show, Toronto

1974 - one-man show, Toronto

#

August 15, 1975

PORTRAIT
OF
WILLIAM ROBERT SPRIEGEL
DEAN COLLEGE OF
BUSINESS ADMINISTRATION
1950 - 1958

Artist: E. Vingris Donor: Judson Neff

Technical Description:

1. The painting: Canvas is top-quality Irish pure linen, size 20" x 24", primed with gesso. Underpainting of the subject is in acrylics. Finished with "Finest Grumbacher oil paints."

2. The frame: Designed and hand-made by the artist. Approx. 5-1/2". Wood is selected and aged white pine, and the flat part mahogany, primed with gesso, about four coats. Sized and gold-leafed, using Hastings & Co., Inc. 23-carat gold leaf, and an English, George M. Whiley, Ltd. gold leaf of similar quality, approximately five booklets.

3. The artist: EDWARD VINGRIS was born in Latvia in 1921. His interest in art was interrupted by World War II, and not until his arrival to Canada in 1947 did he resume his studies more seriously. He began to attend evening classes at the "Artist's Workshop" in Toronto. In 1956, he left Canada and returned to Europe to continue to study in Spain.

He entered the Academy of Fine Art in Madrid [La Escuela Superior de Bellas Artes de San Fernando] where he spent 6 years.

While studying there, he obtained a "Premio de Estado" in sculpture and also in drawing and perspective, a scholarship for two years from OCAU [Organización Católica de Asistencia Universitaria], then for another two years a Scholarship of Honour from the same institution.

After terminating the Academy, he obtained a scholarship from the Paderewski Foundation of New York to extend his studies in ASRI [Akademi Seni Kupa Indonesia] in Jogjakarta, Indonesia. There he lectured on Canadian and European history of Art. At the same time he studied primitive masks, batik, and native painting.

E. Vingris held an exhibit in Indonesia and also participated in collective exhibitions in Toronto, Madrid, Jogjakarta, and Djakarta.

- 1966 - one-man show, Milwaukee, Wis.
- 1968 - one-man show, Toronto
- 1970 - one-man show, Toronto
- 1973 - collective show, Toronto
- 1974 - one-man show, Toronto

#

B. U. T. System

3. Membership of Board of Directors of U. T. Foundation, Inc. --With the reinstatement of the membership of the Board of Directors of The University of Texas Foundation, Inc., the membership of that Foundation as of this date is as follows:

	<u>Term Expires</u> <u>December 31</u>
Mr. Rex G. Baker, Jr., Houston	1977
Mr. E. Philip Cannon, Austin	1975
Mr. Edward Clark, Austin	Regent Representative
Mr. Marvin K. Collie, Houston	1977
Mr. Hayden W. Head, Corpus Christi	1975
Mr. B. K. Johnson, San Antonio	1975
Mr. Jack S. Josey, Houston	1977
Mr. Thos. H. Law, Fort Worth	Regent Representative
Mr. E. G. Morrison, Austin	1977
Mr. Benno C. Schmidt, New York	1976
Mr. Preston Shirley, Galveston	1977
Mr. Robert Strauss, Dallas	1975
Mr. Jack C. Vaughn, Dallas	1975
Mr. Gail Whitcomb, Houston	1976
Mr. Gene M. Woodfin, Houston	1976

It is recommended that the Directors of The University of Texas Foundation, Inc., whose terms expire on December 31, 1975, be reappointed and that if they accept their names be reported at the October 1975 meeting when the membership of all foundations and advisory councils are reported.

4. Report of Selection Committee for Chief Administrative Officer of U. T. Austin. --
-
5. Report of Selection Committee for Chief Administrative Officer of U. T. Permian Basin. --
-

C. U. T. Austin

6. Will C. Hogg Memorial Fund: Ratification of Joinder with Miss Ima Hogg, Mrs. Alice Nicholson Hanszen, Mrs. Margaret Wells Markus and The City of Houston in Oil and Gas Lease to Brownco, Inc., Covering Memorial Park in Houston, Harris County, Texas, Subject to Attorney General's Approval as to Legal Form. --At the Regents' meeting on July 25, 1975, subject to approval by the Attorney General as to legal form, the request of Brownco, Inc., for the Board of Regents to join with Miss Ima Hogg, Mrs. Alice Nicholson Hanszen and Mrs. Margaret Wells Markus (each of whom holds 1/8th royalty interest) and the City of Houston (who owns 1/2 royalty interest) in an oil and gas lease to Brownco, Inc., covering Memorial Park in Houston, Harris

County, Texas, was authorized under the terms as set out below. This request was received shortly before the Regents' meeting on July 25 and was an emergency item, but was filed with the Secretary of State as a supplement to the agenda together with justification. However, it is being duly listed on the agenda for the September 12th meeting and is herewith submitted for ratification. No answer has been received from the Attorney General at this time:

Term - One year and as long thereafter as oil and gas are being produced in paying quantities or drilling or reworking operations are being conducted in accordance with the lease terms.

Bonus - None. Lessee obligated to drill two wells to a depth of at least 9,000 feet, the first of such wells to be commenced within 180 days and the second of such wells to be commenced within 120 days after the completion or abandonment of the first well.

Royalty - Lessor to reserve a royalty on oil and gas of 25% until such time as lessee has recovered out of its working interest the total cost expended in drilling, testing, completing, equipping or plugging and abandoning all wells drilled on the leased premises as well as the cost of operating any producing wells at which time the royalty reserved to lessor shall be increased from 25% to 40%. Royalties are to be divided as follows:

City of Houston	1/2
*Ima Hogg	1/8
*Alice Nicholson Hanszen	1/8
*Margaret Wells Markus	1/8
Board of Regents of The University of Texas System, Trustee	1/8

Use of Surface - Lessee after consultation with the City of Houston shall designate two drilling sites of a maximum size of two acres. If production is obtained, lessee shall have the option to select four additional drill sites not to

*The Hogg family has agreed to assign its royalty interest to the City of Houston with any funds realized by the City from its interest or the interest assigned to it by the Hogg family to be devoted exclusively to the improvement and maintenance of public parks in the City of Houston and the acquisition of additional park land. The interest of Margaret Wells Markus and 1/2 of the interest of Alice Nicholson Hanszen is a life income interest only and upon their deaths the remainder shall vest in the Board of Regents of The University of Texas System, Trustee.

exceed two acres, each at such locations as are determined by the lessee and the City of Houston Parks Department. All drilling and other operations on the leased premises shall be conducted in a manner to comply with all existing statutes, laws, rules and regulations and ordinances adopted by governmental authority having jurisdiction in order that same may cause a minimum of interference to park operations, park environment and the enjoyment and use of the park by the public.

Assignment - Rights of the lessee shall not be assigned without the written consent of lessor.

The Chairman of the Board of Regents was authorized to execute the oil and gas lease and any and all instruments necessary to consummate this transaction when they had been approved as to content by the Deputy Chancellor and as to legal form by the Attorney General.

It was noted that Miss Hogg, Mrs. Hanszen and Mrs. Markus have already executed the lease agreement and that the City of Houston has agreed in principle to the proposed lease and the Houston City Council's approval is expected at an early date.

✓ 7. Waiver of Regents' Rules and Regulations, Part One, Chapter III, Section 5.32 (Nepotism). --

System Administration concurs in the recommendation of President ad interim Rogers set forth below that Part One, Chapter III, Section 5.32 of the Rules and Regulations be waived effective September 1, 1975 to allow the half-time employment of Judith S. Evans as a Social Science Research Associate through May 31, 1976.

August 14, 1975

Mr. E. D. Walker
Deputy Chancellor
The University of Texas System
601 Colorado

Dear Mr. Walker:

Enclosed is a letter from Professor David H. Hakes asking for a waiver of the Nepotism Rule (Part One, Chapter III, Section 5.32) in order to permit him to employ his wife as a Social Science Research Associate to assist in his research program funded by The Grant Foundation, Inc. The appointment is for the 1975-1976 academic year. This request, endorsed by Dr. H. Eldon Sutton, Associate Dean of the Graduate School, has also been reviewed by Vice President James H. Colvin and Mr. Norman Minter, Director of the Office of Personnel Services and Employee Relations. All concur that a waiver of the Regents' Nepotism Rule would be appropriate.

I recommend approval and request that the Regents be asked to approve the waiver at their September 12, 1975 meeting, such action to be taken with the understanding that any subsequent changes in salary or title for Mrs. Hakes would necessarily receive approval through all appropriate channels.

If you concur, would you submit the proposal for regental approval.

Sincerely yours,

Lorene L. Rogers
President ad interim

LLR/aj
Enclosures

cc: Mr. James H. Colvin
Mr. Norman W. Minter
Mrs. Mary Guyon



THE UNIVERSITY OF TEXAS AT AUSTIN
AUSTIN, TEXAS 78712

VICE-PRESIDENT
FOR BUSINESS AFFAIRS
U. T. AUSTIN

JUL 29 1975

To.....For Info and Return
To.....Please Advise Me
To.....Please Handle

July 17, 1975

Department of Psychology
Mezes Hall 330

H. Eldon Sutton, Associate Dean
Graduate School
MAI 101
The University of Texas at Austin

GRADUATE SCHOOL U OF T	
Acknowledged.....	File.....
REC'D JUL 18 1975	
Refer to.....
Please Answer.....
Comment and Return.....

Dear Dean Sutton:

I would like to request that the Regents' rule concerning nepotism be waived so that I may employ my wife, Judith S. Evans, as a Social Science Research Associate on a research project funded by The Grant Foundation, Inc., entitled "The Emergence of Linguistic Intuitions in Children," of which I am the Project Director.

Ms. Evans has been closely involved with the research being performed on this project since its earliest planning stages and has contributed materially to developing the rationale for the research as well as to designing and executing the research itself. She was employed as a Social Science Research Associate on the project from its start in September, 1973 until our marriage in May, 1974. Since that time she has continued her involvement with the project on an informal, unpaid basis and has been employed as a Social Science Research Associate on a closely related project directed by Dr. Donald J. Foss. She is currently completing her dissertation under Dr. Foss's supervision, on a problem which she developed herself but which is directly relevant to both Dr. Foss's project and mine. She expects to complete all requirements for the Ph.D. in September, 1975.

Because of her close involvement with and thorough knowledge of the linguistic intuitions project, and because of her extensive background in language acquisition and cognitive development, I believe she is ideally suited to working on the analysis and interpretation of the data we have obtained and to aiding in charting the future direction of the project. It would be extremely difficult, if not impossible, to find another individual nearly as qualified as she for this position.

For these reasons, I request permission to employ her as a Social Science Research Associate for approximately one-half time for the period from 1 September, 1975 through 31 May, 1976.

In order to avoid my being directly responsible for decisions concerning her hours, title or salary rate, Dr. Philip B. Gough, Chairman of the Department of Psychology, has agreed to review and approve all such decisions.

APPROVED

JAMES H. COLVIN
VICE-PRESIDENT
FOR BUSINESS AFFAIRS
U. T. AUSTIN

Sincerely yours,

David T. Hakes
David T. Hakes
Associate Professor

Approved: _____

Philip B. Gough, Chairman
Department of Psychology

I recommend approval of this request
P. B. Gough

D. Dallas Health Science Center

8. Request for Approval of Waiver of U. T. System Patent Policy and Approval of Memorandum of Agreement with Monsanto Company. --

The Monsanto Company has offered a research grant in the amount of \$33,000 per year for two years to Dr. John M. Dietschy of the U.T. Health Science Center at Dallas to undertake research on certain polymers and their effect on lowering blood cholesterol. As a condition of this grant, Monsanto requires that Dr. Dietschy and the University waive all rights in any patentable inventions that may result from this research.

The institutional patent committee, after careful review, has determined that the chances of any patentable inventions developing from this research are minimal, at best, and that in fact Monsanto has completed all of the basic research and rightly deserves full rights to any possible inventions.

Therefore, System Administration joins in the recommendation of President Sprague and the System Patent Officer that the grant be accepted, that the Memorandum of Agreement set out on Pages C of W 13 - 18 be approved, and that the Chairman of the Board of Regents be authorized to execute the agreement.

THE UNIVERSITY OF TEXAS
HEALTH SCIENCE CENTER AT DALLAS

CHARLES C. SPRAGUE, M.D.
PRESIDENT

SOUTHWESTERN MEDICAL SCHOOL
GRADUATE SCHOOL OF BIOMEDICAL SCIENCES
SCHOOL OF ALLIED HEALTH SCIENCES

August 11, 1975

CHANCELLOR'S OFFICE U. of T.

Acknowledged.....File.....

AUG 12 1975

Mr. E.D. Walker
Deputy Chancellor
The University of Texas System
601 Colorado
Austin, Texas 78701

To.....For info and return
To.....Please Advise Me
To.....Please Handle

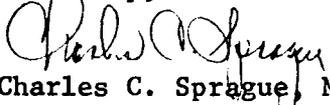
Dear Mr. Walker:

Enclosed is a copy of a memorandum of agreement whereby Monsanto Company has agreed to pay \$33,000 per year for two years to Dr. John M. Dietschy of Southwestern Medical School at The University of Texas Health Science Center at Dallas. This agreement calls for Dr. Dietschy to carry out various studies dealing with the mechanism of action of cholesterol metabolism of a series of new polymers developed and patented by Monsanto Company. Monsanto Company has agreed to support the cost of these important studies including the salaries of technicians and postdoctoral fellows. The agreement does not restrict publication rights, however, it does stipulate that the Health Science Center waive all rights to future patentable inventions arising from these studies.

The institutional patent policy committee has reviewed this memorandum of agreement and has recommended that it be submitted for approval. I have reviewed this agreement and approve of it.

I am submitting this memorandum of agreement for your approval and that of the Board of Regents.

Sincerely,


Charles C. Sprague, M.D.
President

ah
Enc.

cc: R.L. Anderson, Comptroller

5323 HARRY HINES BLVD. DALLAS, TEXAS 75235 (214) 688-3601

MEMORANDUM OF AGREEMENT

Memorandum of Agreement entered into as of July 1, 1975

by and between:

MONSANTO COMPANY

a Delaware corporation (herein called "Monsanto") having its general offices at 800 North Lindbergh Boulevard, St. Louis, Missouri 63166

and

UNIVERSITY OF TEXAS

SOUTHWEST MEDICAL SCHOOL

a Texas corporation (herein called "University") having its principal office at 5323 Harry Hines Blvd., Dallas, Texas

Whereas Monsanto has determined that certain polymers have an effect in lowering or controlling blood cholesterol levels and is interested in further evaluation of the physical characteristics of such polymers as well as effects of feeding such substances on absorptive and metabolic pathways, and whereas University recognizes the scientific significance and potential importance of such evaluations and is interested in conducting and capable of conducting such evaluations:

It is therefore agreed:

1. University will conduct and Monsanto will pay the costs of certain long term studies on the metabolic and physiological effects of feeding various Monsanto polymers to animals, to be termed "The Studies" and to be generally in accord with the description of Exhibit A attached hereto (Proposed Long-Term Studies on the Metabolic and Physiological Effects of Feeding The Various Monsanto Polymers to Animals) and as determined by agreement between the parties hereto from time-to-time.

2. The Studies are to be under the general direction of Professor John M. Dietschy and University agrees to make Professor Dietschy available for such direction and that availability of Professor Dietschy is a condition for the continuance of the obligations of Monsanto hereunder.

3. For the work performed in The Studies Monsanto agrees to pay the costs, including salaries, supplies, equipment and overhead, incurred by University in accordance with written commitment or commitments between Monsanto and University as to the work to be undertaken and the budgeted costs for which Monsanto shall pay. It is planned that a selected phase or phases of the work shall be approved by Monsanto and commitments made on a budget therefor.

4. The initial term for The Studies shall be one year, starting July 1, 1975 and ending June 30, 1976, and it is expected that the costs of The Studies during that term will be approximately \$33,000. It is understood that Monsanto does not intend to authorize or pay for costs in excess of that figure. The term is to be renewable, at Monsanto's option, for an additional year, provided that the parties mutually agree upon the basis of renewal. If Monsanto decides to renew the term for an additional year, it shall so notify University by April 30, 1976.

5. Monsanto shall make quarterly payments at the start of each quarter of a year under the agreement, with each payment being Eight Thousand Two Hundred Fifty Dollars (\$8,250.00) during the initial year under the agreement. Within one month of the end of each quarter, University shall provide Monsanto with a statement of costs incurred in accord with approved budgets during the quarter and a statement of the balance in Monsanto's account. It is recognized that the rate of expenditures and costs will vary from quarter to quarter.

6. It is understood that the charges to Monsanto under this agreement will be fair charges to reimburse properly the costs incurred, including a proper overhead charge, so that Monsanto is bearing the entire cost of The Studies.

7. Reports will be submitted on a quarterly basis, summarizing and interpreting results and protocols used. Summary reports will be submitted on an interim basis from time to time detailing protocols and test results shortly after completion of particular phases of tests. University further agrees to discuss orally, from time-to-time, the progress of tests and their interpretation with Monsanto. An annual report summarizing the results of the initial year shall be due after the initial year, which report may incorporate parts of previous reports.

8. University recognizes that in the conduct of these tests it may receive from Monsanto confidential information concerning purposes of and plans for investigations, chemical compounds and processes and other information with economic and business significance to Monsanto, and University agrees to maintain in confidence and not to disclose to others any confidential information of or received from Monsanto except when and then only to the extent that Monsanto in writing consents to disclosure in advance thereof, and this requirement to maintain in confidence shall continue at all times beyond the term for The Studies. Information shall be considered confidential unless and until it has been published, or unless it is already in the possession of University when received from Monsanto, or is received by University with no obligation of confidence from a third party who has not received the same directly or indirectly from Monsanto. Further, University agrees that such confidential information, chemical compounds, etc., shall be used solely for the purposes of carrying out the provisions of this agreement, and that such

confidential information, chemical compounds, etc. remain the property of Monsanto and non-expended amounts of material be returned to Monsanto at the conclusion of this agreement.

9. All information generated in the performance of this Agreement is to be maintained in confidence until publication is permitted or Monsanto otherwise agrees to disclosure. It is recognized that the findings of The Studies are expected to be of sufficient interest to warrant publication and that University and its researchers have a valid interest in publishing their findings. Accordingly, University may publish findings of The Studies, provided that advance copies of proposed publications are submitted for review by Monsanto, and Monsanto is afforded a reasonable time for filing patent applications on any patentable subject matter therein and approving such publications, but Monsanto will not unreasonably withhold permission because of patentable or otherwise confidential data beyond two years. It is understood that provision for publication by University concerns work performed by University, and that Monsanto is entitled to make its own determination as to when and if to publish its own work, or whether to permit confidential information transmitted to University to be included in a University publication.

10. University agrees that all inventions or discoveries, whether or not patentable, which are conceived or first reduced to practice,

(a) in the performance of this Agreement,

or,

(b) as a result of Monsanto suggestions or information, shall be reported to and be the property of Monsanto and shall be assigned along with patents thereon to Monsanto; and University

agrees to cooperate with Monsanto, at Monsanto's expense and request, in obtaining patents and securing title thereto in all countries. University further agrees that all materials produced and all conceptions, results, findings, conclusions and other information generated under this Agreement shall be the property of Monsanto. University agrees to record and keep information generated under this Agreement in notebooks or other records separate from those used for information not so generated.

11. University agrees to require all of its employees, representatives and agents employed on this Agreement to sign agreements concerning confidentiality and inventions appropriate to permit University to fulfil its obligations hereunder. The agreements shall be obtained from all personnel so employed, including employees, students, graduate students, post graduates, instructors, and professors, including visiting professors and Fellows.

12. It is understood that Monsanto will be supplying certain polymers for evaluation hereunder, such polymers generally being polysurfactants, and that University will utilize such polymers only for evaluation hereunder, unless expressly authorized by Monsanto to use the polymers for other specific purposes.

13. John H. Johnson of Monsanto shall be named as the Monsanto contract representative for purposes of this Agreement, and all agreements for work, budgets, or expenditures pursuant hereto shall require his written approval.

14. No advertising or publicity matter of either Monsanto or University having or containing any references to the contribution of the other to the conduct of The Studies shall be made use of by either until approved by the other, except for the right of quoting from or citing any publication of the other.

15. University agrees that it and Professor Dietschy shall be acting as independent contractors and not as employees of Monsanto. University agrees that performance of the work hereunder shall be at the sole risk of the University and Professor Dietschy and associates, and that Monsanto shall incur no liability to any party arising out of or as a result of work pursuant hereto, except for payments as provided.

MONSANTO COMPANY

By JW Schuler

BOARD OF REGENTS FOR
UNIVERSITY OF TEXAS
SOUTHWEST MEDICAL SCHOOL

Assented to:

Dr. John M. Dietschy

J. M. Dietschy
Date _____

By _____
Chairman

E. University Cancer Center

9. Request to Acquire a 12.93 Acre Tract of Government Surplus Land Located in Bastrop County, Texas.--

President Clark is desirous of acquiring a 12.93 acre tract of land in Bastrop County, Texas, which has been declared surplus and may be available for disposal by the Secretary of Health, Education and Welfare. An application has been presented, and System Administration recommends that President Clark be authorized to do all things necessary to acquire the said property and that the following resolution be adopted:

RESOLUTION

WHEREAS, Certain real property owned by the United States of America consisting of a 12.93 acre tract of land in Bastrop, Bastrop County, Texas, which is bounded on the North by Pershing Boulevard, on the West by Avenue C, on the South by Tenth Street and on the East by a tract of land owned by the City of Bastrop, Texas, and known as a part of the old "Camp Swift" property, has been declared surplus and may be available for disposal by the Secretary of Health, Education and Welfare; and

WHEREAS, The University of Texas System Cancer Center at Houston is in need of said property and can utilize same for health and educational use; and

WHEREAS, It is the desire of the Board of Regents of The University of Texas System, the governing authority of The University of Texas System Cancer Center at Houston, to submit an application to the United States Government for acquisition of the property or a portion thereof, under the provisions of Section 203(k)(1) of the Federal Property and Administrative Services Act of 1949 (63 Stat. 377) as Amended, and regulations and procedures promulgated thereunder.

NOW, THEREFORE, BE IT RESOLVED by the Board of Regents of The University of Texas System that R. Lee Clark, M.D., President of The University of Texas System Cancer Center at Houston, be and he is hereby designated as the proper official of said Board by whom negotiations for such acquisitions are to be prosecuted; he is hereby duly authorized to do any and all things necessary and proper to procure acquisition of, and to accept, the property approved for transfer by the Department of Health, Education and Welfare. The designated official will sign all documents pertaining to the acquisition of the property and he or his successor in function will sign annual utilization reports which will be required by the Deed.

BE IT FURTHER RESOLVED that The University of Texas System Cancer Center at Houston is ready, willing and able, and is hereby authorized to commence the proposed program within a period of time prescribed by the regulations of the Department of Health, Education and Welfare; to pay all external administrative expenses incident to the transfer of said property; to assume the expense of commencing and operating the proposed program; and to assume immediate care and maintenance thereof upon transfer.

BE IT FURTHER RESOLVED that three certified copies of this Resolution be furnished to the Assistant Regional Director for Surplus Property Utilization, Department of Health, Education and Welfare as evidence of the official action of the Board of Regents of The University of Texas System in authorizing the application for, and acquisition of said property.

IN TESTIMONY WHEREOF we hereunto sign our names and attach the seal of said institution for it and in its behalf this _____ day of _____, 1975.

ATTEST:

BOARD OF REGENTS OF THE
UNIVERSITY OF TEXAS SYSTEM

Secretary

By _____
Chairman

C E R T I F I C A T E

I hereby certify the above to be a true and correct copy of a Resolution passed and adopted by the Board of Regents of The University of Texas System in a meeting held on the 12th day of September, 1975.

Secretary

II. SCHEDULED MEETINGS AND EVENTS. --Below is a schedule of meetings and events. The Board of Regents has previously scheduled the following meetings:

October 24, 1975, in Austin
December 12, 1975, in Houston

1975

SEP.	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
OCT.			1	2	3	4
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NOV.					1	
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DEC.	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					

- Sept. 13 Colorado State v. Austin at Austin (Night)
- Sept. 20 Washington v. Austin at Seattle (Day)
- Sept. 27 Texas Tech v. Austin at Austin (Night)
- Oct. 4 Utah State v. Austin at Austin (Night)
- Oct. 10 Oil and Gas Lease Sale - Austin
- Oct. 11 Oklahoma v. Austin at Dallas (Day)
- Oct. 18 Arkansas v. Austin at Fayetteville (Day)
- Oct. 24 Ex-Students' Distinguished Alumni Banquet
- Oct. 25 Rice v. Austin at Austin (Night)
- Nov. 1 S. M. U. v. Austin at Dallas (Day)
- Nov. 7 Law School Foundation
- Nov. 8 Baylor v. Austin at Austin (Day)
- Nov. 15 T. C. U. v. Austin at Austin (Day)
- Nov. 27 *Texas A & M v. Austin at College Station (Day)
- or
- Nov. 28

1976

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

*Note: Time of football game in some instances depends on when the game may be televised.

COMMITTEE OF THE WHOLE - OPEN SESSION
EMERGENCY ITEMS*
September 12, 1975

U. T. Austin Page
C of W

10. Request for Approval of Agreement Granting Exclusive License in Patentable Inventions to Tracor, Inc. Below

Houston Health Science Center

11. Houston Health Science Center Foundation (Development Board); Houston Medical School Advisory Council; Houston Dental Branch Advisory Council; Graduate School of Biomedical Sciences and Speech and Hearing Institute Advisory Council; and Public Health School Advisory Council: Nominees for Membership 28

U. T. Austin

10. Request for Approval of Agreement Granting Exclusive License in Patentable Inventions to Tracor, Inc. --

Tracor, Inc. has proposed to award a research grant of \$4,340.00 to Dr. E. L. Hixon of the Department of Electrical Engineering at U. T. Austin. This grant will support research to develop a Bone Conduction Calibrator which may prove to be patentable. Tracor desires to enter into the agreement set forth below ** which grants an exclusive license to any patentable inventions resulting from this research.

System Administration concurs in Dr. Rogers recommendation, set forth below*** that the agreement be approved and that the Chairman be authorized to execute it for the Board.

*Items added to Agenda after the MSA was bound but not before the Official Notice was sent to the Secretary of State

**Pages C of W - 23 - 26

***Page C of W - 27

AGREEMENT

This Agreement is between:

Tracor, Inc., a Delaware corporation, having its principle place of business at 6500 Tracor Lane, Austin, Texas 78721, hereinafter referred to as "Tracor"; and

Bureau of Engineering Research of the College of Engineering of The Texas University at Austin, a Texas not-for-profit corporation, having its principle office at Austin, Texas 78712, hereinafter referred to as "UT".

Whereas, "UT" is about to embark on a certain research project relating to the design and development of a feasibility model of a Bone Conduction Calibrator, hereinafter referred to as "calibrator" and is desirous of certain funding participation by "Tracor" and,

Whereas, "Tracor" is interested in obtaining the exclusive manufacturing and marketing rights, design data and related design techniques, any feasibility models or other hardware developed during the research effort, copyrights and/or patent rights which may result from the study and development of the "calibrator".

Now Therefore, in consideration of the mutual promises set forth herein the parties hereto enter into the following covenants:

1. Scope

"UT" agrees to provide the services of Rodrigo Berrizuela, a certain electrical engineering graduate student, under the supervision of Dr. E. L. Hixson who shall perform a research project for the purpose of developing a "calibrator". The research project shall be broken down into two (2) basic tasks:

- a. Task I -- Feasibility Phase
- b. Task II - Completion and Model Development Phase

Task I is estimated to require three (3) calendar months for completion and Task II is estimated to require an additional three (3) calendar months for completion. During Task II "UT" will actually manufacture a working prototype "calibrator", hereinafter called the "model" should "Tracor" elect to fund Task II as contemplated in paragraph 3 of this agreement.

2. Progress Review

"Tracor" and "UT" shall meet once each month for a progress review and technical interchange meeting. The meeting place and time shall be established by mutual agreement of the parties hereto.

3. Termination

Upon completion of Task I or the end of three (3) calendar months, whichever occurs first, "Tracor" shall have the option after review of "UT" accomplishments and available data, to terminate this agreement or to continue funding said research for the remainder of the Agreement term.

4. Term

The term of this Agreement unless otherwise terminated shall be six (6) calendar months from the effective date of this Agreement.

5. Costs

All costs to be incurred in this research are to be paid from the Bureau of Engineering Research Accounts established from a grant-in-aid of \$4340.00 to be made by "Tracor". An overhead charge of 40% of expenditures is authorized.

The research under this agreement will be carried out in two tasks over a total time of six (6) calendar months. Task I will cost \$2150.00 of which \$1136.00 is for salaries, \$400.00 for certain support services and \$614.00 for overhead

Task II will cost \$2190.00 of which \$1164.00 is for salaries, \$400.00 for certain support services and \$626.00 is for overhead.

6. Payments

"Tracor" will pay costs monthly on the basis of itemized invoices supplied by "UT". Salaries, particular support services and overhead will be listed. Payments may be terminated at the end of three (3) months as specified in 3 above.

7. Notice

All payments and notices specified herein shall be made by mail to the respective parties at their addresses as follows:

Attention: R. E. Oliphint
Tracor, Inc.
6500 Tracor Lane
Austin, Texas 78721

Attention: Dr. E. L. Hixson
Department of Electrical Engineering
The University of Texas at Austin
Austin, Texas 78712

8. Patents

Should "UT" decide to patent the calibrator and its principle of operation "Tracor" will be granted an exclusive license for the life of the patent and agrees to pay to "UT" a royalty of \$5.00 per calibrator sold. Should "UT" decide not to pursue a patent in conjunction with the research "Tracor" and the inventor(s) are free to pursue and exploit any patents, copyrights or proprietary information. In the later case engineering notebooks, design data, related data, patents, copyrights, special techniques, the "calibrator" model and other hardware shall become the property of "Tracor".

9. Full Agreement and Applicable Law

This Agreement represents the entirety of the Agreement between "Tracor" and "UT" regarding the "calibrator" as of the effective date of this Agreement. Modifications and supplements hereto may be made only by written agreement of "Tracor" and "UT" or their heirs, successors or assigns.

All questions concerning the interpretation, construction, validity and effect of this Agreement and the rights and obligations hereunder shall be determined in accordance with the laws of the State of Texas.

10. Advertising Prohibition

"Tracor" agrees that it will not under any circumstances advertise or otherwise state or imply that "UT" has tested or approved any product or process.

11. Hold Harmless

"Tracor" hereby indemnifies "UT" and agrees to save and hold "UT" harmless against and from any and all claims, demands, damages, costs, expenses and liabilities of any kind arising out of the manufacture, use or sale by "Tracor" or any of its sublicensees of any product or products embodying the use of the rights discovered under the terms of this Agreement and employed in the "calibrator".

12. Effective Date

This Agreement is executed in two (2) originals on the date set forth beside the executed signatures.

Date 9/3/75

"Tracor"
By R E Oliphint
R. E. Oliphint,
Division Vice President

Date 9/3/75

"UT"
By Elmer I. Hysom
Principal Investigator

Date 9/5/75

By H. H. Woodson
Chairman, Electrical Engineering Department

Date 9/05/75

By Lance D. Boyer
Dean, College of Engineering

Date 5/5/75

By J. P. Wood
Associate Director
Bureau of Engineering Research

Date 9-5-75

By James E. ...
Vice President for
Business Affairs



THE UNIVERSITY OF TEXAS AT AUSTIN
 OFFICE OF THE PRESIDENT
 AUSTIN, TEXAS 78712

President

September 4, 1975

CHANCELLOR'S OFFICE U. of T.
 Acknowledged.....File.....

SEP 4 1975

Mr. E. D. Walker
 Deputy Chancellor
 The University of Texas System
 OHH 404

To.....For info and Return
 To.....Please Advise Me
 To.....Please Handle

Dear Mr. Walker:

After reviewing the attached agreement between Tracor Inc., and the University of Texas at Austin's Bureau of Engineering Research with Dr. E. L. Hixon as the principal investigator, I recommend approval of the agreement and herewith submit it to you for consideration. If you concur in my approval, would you please seek regental approval of this agreement as an emergency agenda item at the September 12, 1975 meeting of the Board of Regents.

Sincerely yours,

Lorene L. Rogers
 President ad interim

LLR:rw
 Attachment

Houston Health Science Center

11. Houston Health Science Center Foundation (Development Board); Houston Medical School Advisory Council; Houston Dental Branch Advisory Council; Graduate School of Biomedical Sciences and Speech and Hearing Institute Advisory Council; School of Allied Health Sciences Advisory Council; and Public Health School Advisory Council: Nominees for Membership. --

System Administration concurs in the recommendation of President Berry that the Board of Regents approve the nominees to The University of Texas Health Science Center at Houston Advisory Councils and the Health Science Center Foundation Board of Directors as set forth below.

Following action by the Board, the individuals will be notified of their appointments by President Berry and when the appointments have been accepted, they will be reported for the record.

SECRETARY'S NOTE: The Bylaws of the Foundation provide: (1) Membership of the Board of Directors shall be not less than 3 and not more than 27; of the 27 there shall be 2 members from each of the Advisory Councils on the Board of Directors and (2) Membership on each of the Advisory Councils shall not be less than 5 nor more than 25.

The Advisory Councils are:

Houston Medical School Advisory Council
Houston Dental Branch Advisory Council
Graduate School of Biomedical Sciences and
Speech and Hearing Institute Advisory Council
School of Allied Health Sciences Advisory Council
Public Health School Advisory Council

Charles A. Berry, M.D., M.P.H.
President

AUG 21 1975

Mr. E. D. Walker
Deputy Chancellor
The University of Texas System
601 Colorado Street
Austin, Texas 78701

Dear Deputy Chancellor Walker:

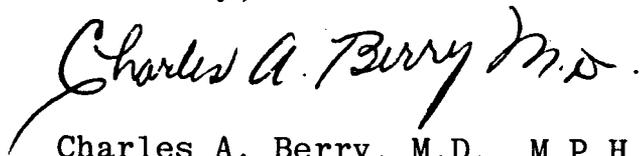
Accompanying this letter is a list of individuals we nominate for membership on the advisory councils for the various operating units in the Health Science Center and on the Health Science Center Foundation Board of Directors.

We respectfully request that the list be approved by the Board of Regents. Following such approval and during our individual recruitment of them we shall determine upon which advisory council they shall sit. This gives us a most helpful latitude in recruitment of the individuals in that the person can participate in choosing what school he or she will represent by virtue of his or her advisory council affiliation.

These nominations, more or less equally distributed among the several councils, do not represent the full complement of membership authorized by the Regents when they approved our bylaws and restated articles of incorporation on September 20, 1974. This is to allow us room for future nominations to the councils and Foundation Board.

Thank you for your support in this matter.

Sincerely,



Charles A. Berry, M.D., M.P.H.
President

cc: Dr. Jon H. Fleming
Mr. G. Charles Franklin

Medical School • Dental Branch • Graduate School of Biomedical Sciences • Allied Health Sciences School • Public Health School • Speech and Hearing Institute • Division of Continuing Education

NOMINEES FOR HOUSTON HEALTH SCIENCE CENTER
ADVISORY COUNCILS AND BOARD OF DIRECTORS OF
THE HOUSTON HEALTH SCIENCE CENTER FOUNDATION

1. Tony Bryan - President, Cameron Iron Works
2. Evans Attwell - Attorney, Vinson-Elkins
3. Thomas Barlow - President, Chief Executive Officer,
Anderson-Clayton, Inc.
4. Paul F. Barnhardt - Independent Oil & Gas
5. James Bayles - President, Rauscher-Pierce Investments
6. Thomas Berry - Attorney, Baker & Botts
7. William Bland - Bland-Curran Cadillac Company
8. Bob J. Bryant - President, Texas Commerce Medical Bank
9. Hugh Q. Buck - Attorney, Anderson Foundation Trustee
10. Phillip Cannon - Rotan-Mosle Investments
11. Marvin K. Collie - Attorney, Vinson-Elkins

12. Everett Collier- Editor, The Houston Chronicle
13. John B. Connally - Attorney, Vinson-Elkins
14. Ernest Cockrell, III - Independent Oil & Gas
15. Mike Wright - Chief Executive Officer, Exxon
16. John H. Duncan - Coca Cola; Paramount Pictures
17. Kraft W. Eidman - Attorney, Fulbright & Crooker
18. Frank C. Erwin, Jr. - Attorney
19. W. N. Finnegan, III - Independent Oil & Gas; Smith Family
20. Joe F. Flack - Vice President, American General Insurance Co.
21. Harry B. Gordon - President, Gordon Jewelers
22. Robert G. Greer - President, Cullen Center Bank
23. Newton Gresham - Attorney, Fulbright & Crooker
24. Ernest J. Hall, Ph.D. - President, Teleometrics International
25. Robert Hayes - President, Wiley College
26. Maxwell Hightower - Independent Geologist
27. Wayne Hightower - Independent Oil & Gas
28. Mrs. Oveta Culp Hobby - The Houston Post
29. John B. Holmes, Jr. - Assistant District Attorney, Harris Co.
30. Frank Horlock - Pearl Brewing Company
31. Jack Josey - Josey Oil Company
32. Lenoir Josey - Josey Oil Company
33. Mrs. Karl Kamrath
34. Harold Decker - Director, Halliburton Inc.

35. Mrs. Mavis Kelsey (Mary)
36. George F. Kirby - President, Chief Operating Officer,
Texas Eastern Transmission Company
37. Robert C. Lanier - Banking, Investments
38. A. C. Lederer, Jr. - President, SIP Corporation
(Industrial Construction)
39. Steve Ley - Real Estate, Investments
40. W. C. Leidtke, Jr. - President, Penzoil
41. S. M. McAshan, Jr. - Chairman, Anderson-Clayton
42. Earl Loggins - President, Black Chamber of Commerce, Houston
43. Earl Clyde McGraw - Chairman, Transcontinental Gas & Pipeline
Corporation
44. David Mahood - Executive Vice President, 1st City National Bank
45. Walter Mischer, Jr. - Mischer Corporation
46. George R. Moody - Real Estate, Investments
47. Foster Parker - President, Brown & Root
48. R. A. "Al" Parker - Buick Dealer
49. John Ramsey - Southern Pacific Railroad, Assistant General
Manager of Texas & Louisiana Lines
50. Ed Randall, III - Rotan-Mosle Investments
51. Baine Kerr - Attorney, Baker & Botts
52. Pat R. Rutherford - Rutherford Oil Corporation
53. David Underwood - Underwood-Neuhaus
54. John Virgil Singleton, Jr. - Federal Judge
55. Harry K. Smith - Chief Executive Officer, Big 3 Welding
& Equipment Co.
56. Weldon Smith - President, Big "6" Drilling

57. Mrs. W. R. Randy Smith (Ann)
58. Robert Stewart, Jr. - President, Bank of the Southwest
59. H. Gardiner Symonds, Jr. - Houston National Bank
60. Raybourne Thompson, Sr. - Attorney, Vinson-Elkins
61. Gene Woodfin - President, Marathon Manufacturing Co.
62. Gail Whitcomb - Rancher, Investments
63. Jack Weingarten - Senior Vice President, Weingarten Corp.
64. Alan Shepard - Chairman of the Board, Marathon Manufacturing Co.
65. Jim Lovell - President, Bay Houston Towing Co.
- * 66. John H. Freeman- Attorney, Anderson Foundation Trustee
(Honorary Nomination)

C of W
Exec. Session

COMMITTEE OF THE WHOLE - EXECUTIVE SESSION
[Pursuant to Vernon's Texas Civil Statutes
Article 6252-17, Section 2 (f)]

Date: September 12, 1975
Time: Following the Meeting of the Committee of the Whole -
Open Session
Place: Main Building, Room 209
U. T. Austin

	<u>Page No.</u>
1. U. T. Dallas: Authorization for Sale of Land; Dedic- ation of Right-of-Way; and Lease Agreement with City of Richardson	2
2. U. T. Dallas: Authorization to Exchange Land with Excellence in Education Foundation	3
3. Personnel Matters	4

Documentation

1. U. T. Dallas: Authorization for Sale of Land; Dedication of Right-of-Way; and Lease Agreement with City of Richardson. --

One of the lingering problems at U.T. Dallas is the development of access thoroughfares in the area immediately surrounding the campus. The problem is particularly acute on the North side of the campus. The City of Richardson began to address this problem by the passage of a recent bond issue providing funds for the extension of Renner Road onto the campus of the University at the Northeast Corner. As part of the same bond issue, the City of Richardson received funding for a proposed water distribution, pump station and ground storage site. On January 31, 1975, the Board of Regents of The University of Texas System approved an exchange of land between the Excellence in Education Foundation and the Board of Regents of The University of Texas System, wherein the University of Texas at Dallas acquired a tract of land of 28.9417 acres (being part of a total acquisition of approximately 102 acres), located near the Northeast Corner of the campus in Collin County, Texas. The proposed route of Renner Road into The University of Texas at Dallas campus would be across the above-mentioned recently acquired 28.9417 acre tract. The City of Richardson also proposes to locate the pump station and ground storage site on said tract.

President Jordan and System Administration recommend that the Chairman of the Board of Regents be authorized, after approval as to content by the Deputy Chancellor and as to form by a University Attorney, to execute all necessary instruments to effectuate the following:

a. The conveyance of seven (7) acres of land in Collin County, Texas, (out of the above mentioned 28.9417 acre tract) to the City of Richardson at the rate of \$10,500 per acre or a total consideration of \$73,500 (sale price based on appraisal of W. Dallas Addison and Associates dated January 22, 1975, in connection with the acquisition of approximately 102 acres of land in an exchange between the Board of Regents of The University of Texas System and the Excellence in Education Foundation by that certain Deed dated February 27, 1975, recorded in Volume 947, Pages 439-447, of the Deed Records of Collin County, Texas);

b. The dedication to the City of Richardson of a 120 foot right of way for Renner Road across the 28.9417 acre tract (approximately 2 1/2 acres) above referred to, including an intersection with a proposed extension of Armstrong Road (approximately 1/3 of an acre) from the City of Plano to the North into the City of Richardson;

c. The execution of a long term lease (use of the land to be restricted to park purposes) for a nominal consideration, between the Board of Regents of The University of Texas System and the City of Richardson, covering a small tract of land of approximately 5.4 acres, at the Southeast Corner of the 28.9417 acre tract which would be rendered inaccessible to vehicular traffic by the two transactions above. The intent of the City of Richardson is that the small park to be developed would be primarily used by U.T. Dallas students, faculty and staff.

2. U. T. Dallas; Authorization to Exchange Land with Excellence in Education Foundation

Execution of the Instruments - 2
Dedicated
8 right of
way for
Armstrong
Road.

On January 31, 1975, the Board of Regents approved an agreement to exchange lands between the Excellence in Education Foundation and the Board of Regents on behalf of The University of Texas at Dallas. The land acquired for the U.T. Dallas campus included a tract of approximately 10.7432 acres on the North side of the St. Louis and Southwestern Railroad and on the East side of the Gulf Colorado and Santa Fe Railroad in Collin County, Texas. This 10.7432 acre tract forms the extreme Northeast Corner of the U.T. Dallas campus. In order to take maximum advantage of a proposed location of LOOP #9 (an outer perimeter route planned to circle the Dallas Metropolitan Area at its farthest fringes) for the benefit of the Excellence in Education Foundation (and thus to the ultimate benefit of The University of Texas at Dallas), the Excellence in Education Foundation is finalizing an exchange of land with other parties in the area. In order to complete the package necessary for this exchange, the Excellence in Education Foundation needed to exchange approximately 4.039 acres of its land located on the West side of the proposed routing of Armstrong Road and immediately North of a portion of the above mentioned 10.7432 acre tract, for approximately 4.039 acres of U.T. Dallas land, located on the East side of the proposed routing of Armstrong Road and being a portion of the 10.7432 acre tract previously mentioned.

The land exchange will also have the effect of fixing the location of Armstrong Road as a major access thoroughfare at the Northeastern edge of the U.T. Dallas campus. The location of thoroughfares in the area immediately surrounding the campus is a lingering problem.

The proposed route of Armstrong Road mentioned above will be coordinated with the proposed location and dedication of Renner Road and its intersection with Armstrong Road.

Because of time pressures emanating from Collin County officials who are putting together the right of way for LOOP #9, and who are facing deadline pressures from the State Highway Department, it was necessary that instruments effectuating the following be executed prior to the September 12, 1975, Board of Regents meeting:

- a. An exchange with the Excellence in Education Foundation of approximately 4.039 acres as described above; and
- b. An instrument dedicating one-half of the right of way for the proposed Armstrong Road along approximately 528 feet at the Northeastern edge of the campus (approximately .6 of an acre).

President Jordan and System Administration recommend that the action of the Chairman of the Board of Regents in executing the above instruments, after approval as to form by a University Attorney and as to content by the Deputy Chancellor, be in all things ratified and approved.

3. Personnel Matters. --

COMMITTEE OF THE WHOLE - EXECUTIVE SESSION
[Pursuant to Vernon's Texas Civil Statutes
Article 6252-17, Section 2(f)]

Date: September 12, 1975
Time: Following the Meeting of the Committee of the Whole -
Open Session
Place: Main Building, Room 209
U. T. Austin

	<u>Page No.</u>
1. U. T. Dallas: Authorization for Sale of Land; Dedic- ation of Right-of-Way; and Lease Agreement with City of Richardson	2
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3. Personnel Matters	4

4. College of Pharmacy

Documentation

1. U. T. Dallas: Authorization for Sale of Land; Dedication of Right-of-Way; and Lease Agreement with City of Richardson. --

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- b. An instrument dedicating one-half of the right of way for the proposed Armstrong Road along approximately 528 feet at the Northeastern edge of the campus (approximately .6 of an acre).

President Jordan and System Administration recommend that the action of the Chairman of the Board of Regents in executing the above instruments, after approval as to form by a University Attorney and as to content by the Deputy Chancellor, be in all things ratified and approved.

3. Personnel Matters. --

Meeting of
the Board

Memory Resolution to Mrs. Irma Hoag

(Continued)
MEETING OF THE BOARD OF REGENTS
of
THE UNIVERSITY OF TEXAS SYSTEM

Date: September 12, 1975

Time: Following the Executive Session of the Committee of the Whole

Place: Main Building, Suite 212
U. T. Austin

A. ...

B. ...

C. ...

D. RECONVENE

E. REPORTS OF COMMITTEES

1. System Administration Committee by Committee Chairman Williams
2. Academic and Developmental Affairs Committee by Committee Chairman (Mrs.) Johnson
3. Buildings and Grounds Committee by Committee Chairman Bauerle
4. Medical Affairs Committee by Committee Chairman Nelson
5. Land and Investment Committee by Committee Chairman Clark
6. Committee of the Whole - Open Session

F. CONSIDERATION OF ITEMS REFERRED TO EXECUTIVE SESSION OF THE COMMITTEE OF THE WHOLE. --The Board of Regents discussed in Executive Session of the Committee of the Whole pursuant to V. T. C. S. , Article 6252-17, Sections 2(f) and (g) the following:

1. U. T. Dallas: Authorization for Sale of Land; Dedication of Right-of-Way; and Lease Agreement with City of Richardson
2. U. T. Dallas: Authorization to Exchange Land with Excellence in Education Foundation
3. Personnel Matters

4. Report of Selection Com - UTPH
G. REPORT OF BOARD FOR LEASE OF UNIVERSITY LANDS

5. Report of Selection Com - UT Austin

H. REPORT OF SPECIAL COMMITTEE

Report of Special Committee on Development of Balcones Research Center: Recommendation for Administrative Control and Management. --The Special Committee on the Development of Balcones Research Center wishes to report that it is continuing its study on the development of the Center and to recommend to the Board of Regents that the Balcones Research Center be placed under the administrative control and management of The University of Texas at Austin.

I. ADJOURNMENT