

Meeting No. 872

THE MINUTES OF THE BOARD OF REGENTS  
OF  
THE UNIVERSITY OF TEXAS SYSTEM

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October 8, 1993

Dallas, Texas

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 OF  
 THE UNIVERSITY OF TEXAS SYSTEM  
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 DALLAS, TEXAS

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MEETING NO. 872

FRIDAY, OCTOBER 8, 1993.--The members of the Board of Regents of The University of Texas System convened in regular session at 10:05 a.m. on Friday, October 8, 1993, in Room NB2.402 of the Simmons Biomedical Research Building at The University of Texas Southwestern Medical Center at Dallas, Dallas, Texas, with the following in attendance:

ATTENDANCE.--

Present

Chairman Rapoport, presiding  
Vice-Chairman Temple  
Vice-Chairman Lebermann  
Regent Cruikshank  
Regent Holmes  
Regent Loeffler  
Regent Smiley

Absent

\*Regent Ramirez

Executive Secretary Dilly

Chancellor Cunningham  
Executive Vice Chancellor Burck  
Executive Vice Chancellor Duncan  
Executive Vice Chancellor Mullins

Chairman Rapoport announced a quorum present and called the meeting to order.

WELCOME BY KERN WILDENTHAL, M.D., PRESIDENT OF THE UNIVERSITY OF TEXAS SOUTHWESTERN MEDICAL CENTER AT DALLAS.--Chairman Rapoport stated that the Board was very pleased to be meeting at The University of Texas Southwestern Medical Center at Dallas and was delighted to participate last evening (October 7) in the formal recognition of the 50th Anniversary of this exceptional institution. He then called on Kern Wildenthal, M.D., President of the U. T. Southwestern Medical Center - Dallas, for any welcoming remarks on behalf of the host institution.

On behalf of the faculty, staff, and students of the U. T. Southwestern Medical Center - Dallas, President Wildenthal welcomed the members of the Board and other guests to Dallas and to the campus.

U. T. ARLINGTON: INTRODUCTION OF DR. DALMAS A. TAYLOR, PROVOST.--Chairman Rapoport called on President Amacher who introduced Dr. Dalmás A. Taylor, new Provost at The University of Texas at Arlington. Dr. Amacher noted that Dr. Taylor had served as a provost, dean, and administrator at other universities including the University of Vermont, Wayne State University in Detroit, and the University of Maryland.

\*Regent Ramirez was absent due to illness.

U. T. BOARD OF REGENTS: APPROVAL OF MINUTES OF REGULAR MEETING HELD ON AUGUST 12, 1993.--Upon motion of Vice-Chairman Temple, seconded by Regent Cruikshank, the Minutes of the regular meeting of the Board of Regents of The University of Texas System held on August 12, 1993, in Austin, Texas, were approved as distributed by the Executive Secretary. The official copy of these Minutes is recorded in the Permanent Minutes, Volume XL, Pages 2888 - 3511.

RECESS FOR COMMITTEE MEETINGS AND COMMITTEE REPORTS TO THE BOARD.--At 10:10 a.m., the Board recessed for the meetings of the Standing Committees, and Chairman Rapoport announced that at the conclusion of each committee meeting the Board would reconvene to approve the report and recommendations of that committee.

The meetings of the Standing Committees were conducted in open session and the reports and recommendations thereof are set forth on the following pages.



REPORTS AND RECOMMENDATIONS OF STANDING COMMITTEES

REPORT OF EXECUTIVE COMMITTEE (Pages 3 - 5).--In compliance with Section 7.14 of Chapter I of Part One of the Regents' Rules and Regulations, Chairman Rapoport reported to the Board for ratification and approval all actions taken by the Executive Committee since the last meeting. Unless otherwise indicated, the recommendations of the Executive Committee were in all things approved as set forth below:

1. U. T. Arlington - Student Housing: Authorization for Phase I and Approval to Solicit Proposals from Developers to Construct and Manage Phase I (Exec. Com. Letter 93-17).--At the February 1978 meeting, the U. T. Board of Regents approved the concept of accommodating a minimum of 15% of the student enrollment at The University of Texas at Arlington in University-owned housing. Currently, only 8% of the student body is housed in such facilities.

In an effort to accommodate more students in on-campus housing, the Executive Committee recommended and the Board:

- a. Authorized initiation of Phase I of a project for student housing on the U. T. Arlington campus to consist of approximately 200 units on a tract of approximately 7.5 acres
- b. Authorized U. T. Arlington to solicit proposals from developers to construct and possibly manage the Phase I complex.

The University proposes to develop 200 units with a commons building, laundry facility, and separate parking lot in Phase I. This development would have a capacity to serve 470 residents, and a future Phase II would add an estimated 150 units on a 5.5 acre tract. A tentative estimate of cost for Phase I, as proposed, is \$7.3 million. A more precise estimate is dependent upon proposals from developers.

Because U. T. Arlington does not have adequate cash reserve in its Auxiliary Enterprise fund, traditional revenue bond financing of such a project does not appear feasible. Therefore, it will be necessary to obtain proposals from developers to build and manage a facility pursuant to a long-term ground lease.

2. U. T. Pan American - Academic Services Building (Project No. 901-739): Approval to Change Source of Project Funding (Exec. Com. Letter 93-17).--In October 1990, the U. T. Board of Regents authorized funding for the Academic Services Building at The University of Texas - Pan American from Higher Education Assistance Fund (HEAF) bond proceeds and/or HEAF balances, future HEAF appropriations, Building Use Fee (General Use Fee) balances, and existing Ad Valorem Tax balances.

Due to the inability to issue HEAF bonds for 10 years, the U. T. Board of Regents at its October 1991 meeting approved the issuance of \$6,100,000 of Revenue Financing System bonds to be used with \$1,000,000 of HEAF funds to finance the project.

In order to decrease future debt service requirements for the Academic Services Building at U. T. Pan American, the Board, upon recommendation of the Executive Committee:

- a. Reduced the authorized amount of U. T. Board of Regents' tax-exempt Parity Debt from \$6,100,000 to \$3,000,000
  - b. Increased the amount of Higher Education Assistance Fund (HEAF) expenditures from \$1,000,000 to \$2,900,000
  - c. Appropriated \$1,200,000 from Unexpended Plant Fund balances at U. T. Pan American to complete the funding for the construction of the project.
3. U. T. San Antonio: Acceptance of Gift of Real Property Being Lot 26, Block 18, New City Block 302, Vista Verde South Unit 2, City of San Antonio, Bexar County, Texas, from Bill Miller Bar-B-Q Enterprises, Inc., San Antonio, Texas, a Texas Corporation, and Authorization for the Chairman of the U. T. Board of Regents to Execute Related Documents (Exec. Com. Letter 93-17).--Upon recommendation of the Executive Committee, the Board accepted a gift of real property being Lot 26, Block 18, New City Block 302, Vista Verde South Unit 2, City of San Antonio, Bexar County, Texas, from Bill Miller Bar-B-Q Enterprises, Inc., San Antonio, Texas, a Texas corporation, for the benefit of The University of Texas at San Antonio.

Further, the Chairman of the U. T. Board of Regents was authorized to execute documents necessary to accept the gift upon review and recommendation by the Executive Vice Chancellor for Academic Affairs, the Executive Vice Chancellor for Business Affairs, and the Office of General Counsel.

It is the intent of the donor that the property, which is the site of the former Fiesta Plaza Mall, be used to construct one or more new university buildings and administrative support facilities to be used for research and to provide on-site classrooms for U. T. San Antonio. Courses offered at the new facility shall be a part of degree programs at U. T. San Antonio, and construction must commence on or before January 31, 1998.

Demolition of the mall building and other structures and clean-up work has been completed. A final phase of site preparation work will include paving of the land on which the Fiesta Plaza Mall building was situated, cutting and removal of weeds along the perimeter of the site, and repair and painting of the fence/wall along three sides of the property.

See Page 76 related to Downtown Building project at U. T. San Antonio.

4. U. T. Medical Branch - Galveston - Remodeling of John Sealy Hospital (Old Building) - Remodeling of R. Waverley Smith Pavilion - Phase II (Project No. 601-793): Award of Construction Contract to J. T. Vaughn Construction Co., Inc., Houston, Texas (Exec. Com. Letter 93-17).--The Board, upon recommendation of the Executive Committee, awarded a construction contract for the Remodeling of R. Waverley Smith Pavilion - Phase II at The University of Texas Medical Branch at Galveston to the lowest responsible bidder, J. T. Vaughn Construction Co., Inc., Houston, Texas, for the Base Bid and Additive Alternate Bid Nos. 1, 2, 3, 4, and 5 in the amount of \$3,178,135.

The proposal submitted by J. T. Vaughn Construction Co., Inc. indicated participation by Historically Underutilized Businesses (HUB) to the extent of at least 4% (3% women-owned and 1% minority-owned businesses). Following receipt of bids, J. T. Vaughn Construction Co., Inc. filed with the Office of Facilities Planning and Construction a HUB participation plan with 7.55% participation (5.45% women-owned and 2.1% minority-owned businesses).

This Phase II project involves the remodeling of approximately 17,000 gross square feet of space on the first and second levels of R. Waverley Smith Pavilion and on the third level of John Sealy Hospital.

The total project cost is composed of the following elements:

General Construction	\$3,178,135
Fees and Administrative Expenses	409,069
Furniture, Furnishings and Equipment	170,000
Future Work (Testing and Air Balancing and Institutional Expenses)	349,000
Miscellaneous Expenses	543,796
Project Contingency	<u>100,000</u>
Total Project Cost	\$4,750,000

The Remodeling of R. Waverley Smith Pavilion - Phase II project is included in the FY 1994-1999 Capital Improvement Plan and FY 1994 Capital Budget for a total project cost of \$4,750,000 from Gifts and Grants.

REPORT AND RECOMMENDATIONS OF THE BUSINESS AFFAIRS AND AUDIT COMMITTEE (Pages 6 - 15).--Committee Chairman Loeffler reported that the Business Affairs and Audit Committee had met in open session to consider those matters on its agenda and to formulate recommendations for the U. T. Board of Regents. Unless otherwise indicated, the actions set forth in the Minute Orders which follow were recommended by the Business Affairs and Audit Committee and approved in open session and without objection by the U. T. Board of Regents:

1. U. T. System: Approval of Chancellor's Docket No. 72 (Catalog Change).--Upon recommendation of the Business Affairs and Audit Committee, the Board approved Chancellor's Docket No. 72 in the form distributed by the Executive Secretary. It is attached following Page 109 in the official copies of the Minutes and is made a part of the record of this meeting.

It was expressly authorized that any contracts or other documents or instruments approved therein had been or shall be executed by the appropriate officials of the respective institution involved.

It was ordered that any item included in the Docket that normally is published in the institutional catalog be reflected in the next appropriate catalog published by the respective institution.

2. U. T. Board of Regents - Regents' Rules and Regulations: Amendments to (a) Part One, Chapter III, Section 16 (Leaves of Absence Without Pay) and (b) Part Two, Chapter V, Section 2, Subsection 2.2 (Medical Disability Leave).--Approval was given to amend the Regents' Rules and Regulations, Parts One and Two as set forth below:

- a. Part One, Chapter III, Section 16 regarding leaves of absence without pay was amended to read as follows:

Sec. 16. Leaves of Absence Without Pay.

- 16.1 With the interest of the institution being given first consideration and for good cause, leaves of absence without pay may be granted for a period within the term of appointment of a member of any faculty or staff.
- 16.2 The maximum period for which a leave of absence will be granted is the end of the fiscal year in which the leave begins. In the case of faculty, the date for return to duty will generally coincide with the beginning of the next semester, following the period of absence. In normal circumstances, leaves for up to one year will be granted liberally, provided the department so recommends and can supply satisfactory replacements. The first period of leave of absence may

be approved, subject to the general conditions included herein, by the chief administrative officer. Requests for additional leave under this section must be submitted to the U. T. Board of Regents for approval.

16.3 Except in unusual circumstances, such as military service, reasons of health, continued graduate study, and public service or other activity that reflects credit on the institution and enhances an individual's ability to make subsequent contributions to the institution, a second consecutive year of leave will not be granted.

16.4 Except in very unusual circumstances a third consecutive leave of absence for one year will not be granted.

16.5 After a return to duty of one year, the leave-of-absence privilege will be available.

16.6 Unless otherwise provided by or authorized pursuant to law, all accumulated paid leave entitlement must be exhausted before a leave of absence without pay may be granted, with the additional provision that sick leave must be exhausted in those cases where the employee is eligible to take sick leave.

16.7 Upon expiration of Family and Medical Leave pursuant to these Rules and Regulations, an employee may be eligible for a leave of absence under this section. For leave of absence to participate in a political campaign, faculty development leave, parental leave, sick leave, leave for jury duty, leave for military duty, and leave related to on-the-job injuries, see other sections of these Rules and Regulations.

b. Part Two, Chapter V, Section 2, Subsection 2.2 regarding medical disability leave was amended to read as follows:

2.2 Family and Medical Leave.

2.21 Any employee, whether faculty, classified, or administrative, may request and receive a leave of absence without pay for up to twelve weeks per year for family and medical reasons specified by the Family and Medical Leave Act of 1993 and accompanying regulations governing the Act, as set forth in approved institutional and System policies. Eligibility criteria are defined in the Act.

- 2.22 Upon expiration of the twelve weeks of leave taken pursuant to the Family and Medical Leave Act, an employee may be eligible for a leave of absence without pay pursuant to Part One, Chapter III, Section 16 of the Regents' Rules and Regulations.

The amendments to Part One concerning leaves of absence without pay are consistent with federal law and clarify the approval procedure for leaves without pay.

The federal Family and Medical Leave Act of 1993, which was enacted to be effective August 5, 1993, necessitates the amendments to Part Two of the Regents' Rules and Regulations.

3. U. T. Board of Regents: Adoption of Amendments to (a) the First Amended and Restated Master Resolution Establishing the Revenue Financing System and First Supplemental Resolution Establishing an Interim Financing Program and (b) the Guidelines Governing Administration of the Revenue Financing System, and Authorization for Appropriate Officials to Execute Documents Relating Thereto.--Committee Chairman Loeffler called upon Executive Vice Chancellor for Business Affairs Burck for a brief overview of the proposed changes to the Revenue Financing System program for The University of Texas System.

Following Mr. Burck's presentation and upon recommendation of the Business Affairs and Audit Committee, the Board:

- a. Adopted amendments to the Master Resolution and First Supplemental Resolution substantially in the form set out on Pages 10 - 15 to authorize the pledge of general tuition fees, increase the maximum amount of the interim financing program to \$150,000,000, and substitute self-liquidity in support of Revenue Financing System Variable Rate Notes in order to eliminate the requirement for a bank line of credit
- b. Adopted an amendment to the Guidelines Governing Administration of the Revenue Financing System by the addition of the following:
7. Projects authorized by the U. T. Board of Regents to be funded as provided in Section 55.172 of the Texas Education Code and Chapter 803, Seventy-Third Legislature, Regular Session, 1993, shall be funded under these Guidelines except for the provisions of Section 1 related to project and Member capacity. The General Tuition of each institution shall be allocated to debt service on these projects on a basis consistent with that institution's relative share of total U. T. System tuition, the amount of General Revenue appropriated to that institution in reimbursement thereof, and the provisions of the Texas Education Code.

8. With regard to procedures relating to Notes purchased by the Board in the case of a failed remarketing of Variable Rate Notes issued by the Revenue Financing System, the following policies shall apply:
  - a. The maximum amount of Notes maturing on any one business day shall not exceed \$25,000,000 unless such date shall be the closing date of a Note refunding funded with proceeds from a Revenue Financing System bond issue covered by a bond purchase contract.
  - b. A credit agreement, as described in the First Supplemental Resolution to the Master Resolution, shall be obtained should the Unrestricted Fund Balances of the U. T. System fall below an amount equal to 1.5 times the then outstanding amount of all Variable Rate Notes.
  - c. Fees and charges associated with the use of a credit agreement or note purchase agreement shall be allocated to Members accessing the use of Variable Rate Notes and expended for both internal and external liquidity support as provided in written agreements.
- c. Authorized the officers and employees of the Office of Business Affairs and the Office of Asset Management to take any and all steps necessary to carry out the intentions of the U. T. Board of Regents to complete the transaction.

With the approval of the new Capital Improvement Plan and legislation authorizing new tuition bond authority to fund the South Texas/Border Initiative, an expanded and modified commercial paper program is necessary to provide funds during construction of these projects. In addition, the recently authorized Short/Intermediate Term Investment Fund, managed by the Office of Asset Management, provides a ready source of liquidity to support outstanding commercial paper allowing the U. T. System to dispense with its line of credit with Morgan Guaranty Bank.

Future bond issues will be sold to retire the commercial paper. The Texas Legislature authorized the sale of \$163,000,000 of tuition bonds specifically for the South Texas/Border Initiative projects. All bond issues, including the tuition bonds, will be sold under the Revenue Financing System, providing the strongest possible security and lowest cost to the U. T. System.

Annual savings are estimated to be approximately \$160,000 to the U. T. System. These fees will now be directed to the Short/Intermediate Term Investment Fund in recognition of its position as the primary source of liquidity should a failed remarketing of commercial paper notes occur. All U. T. System components and U. T. System Administration have access to this fund for investment purposes and will benefit from the process. Rating agency standards require that an issuer provide evidence of sufficient internal liquidity to support its issuance of commercial paper or an acceptable bank line of credit.

RESOLUTION AMENDING  
MASTER RESOLUTION **ESTABLISHING THE UNIVERSITY OF TEXAS SYSTEM**  
REVENUE FINANCING SYSTEM

**WHEREAS**, on the 14th day of February, 1991, **the** Board of Regents (the "**Board**") of The University of Texas System adopted the "Amended and Restated Master Resolution Establishing The University of Texas System Revenue Fiig System" (the 'Master Resolution") to establish **a** new System-wide **financing structure** for revenue supported indebtedness which would provide reduced costs and increased borrowing capacity to the components of the System, additional **security** to the credit markets, and greater financial **flexibility to the Board**; and

**WHEREAS**, terms used herein and not **otherwise** defined have the **meanings** given in the Master Resolution; and

**WHEREAS**, the Master Resolution provides that it may be amended without the consent of the  **Holders** to supplement the security for the Outstanding Parity Debt; and

**WHEREAS**, pursuant to Chapter **803**, Seventy-Third **Legislature**, Regular Session, **1993** (the "Act") the Board is authorized to **finance** certain improvements pursuant to the Revenue Financing System and to pkdge all or any part of the revenue funds of an institution, branch or entity of **the** System, including student tuition charges required or authorized by kw to be imposed on students **enrolled** at an institution, branch or entity of the **System**; and

**WHEREAS**, the Board **deems** it **necessary** and desirabk to amend the definition of Pledged Revenues in the Master Resolution as **contemplated by** the Act and to make the other necessary changes in connection therewith in order to permit the issuance of **Commercial** Paper Notes pursuant to the Fii Supplemental Resolution to the Master Resolution to carry out the intent of the Legiskture as **expressed** in the **Act**;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF REGENTS OF  
**THE UNIVERSITY OF TEXAS SYSTEM THAT:**

Section 1. Exhibit A of the Master Resolution is hereby amended in the **following manner**:

(a) The **definitions** of Pledged Revenues and Prior **Encumbered Obligations** are amended to **read as follows**:

"Pledged Revenues' means, subject to the provisions of the Prior Encumbered Obligations, **collectively** (i) the Pledged Tuition Fee, (ii) the Pledged General Fee, (iii) the Pledged **Practice** Pkn Funds, (iv) the Pledged General Tuition, and **(v)** any or **all of** the revenues, funds, and balances now or hereafter **lawfully available** to the



**Board** and derived from or attributable to any Member of the **Financing System** which are **lawfully** available to the **Board** for payments on Parity Debt; provided, however, that the **following** shall not be included in Pledged Revenues **unless** and to the extent set forth in a **Supplement**: (a) the interest of **The University of Texas System** in the Available University Fund under Article 7, Section 18 of the **Constitution** of the State of **Texas**, including the income therefrom and any fund **balances relating thereto**; (b) amounts received on **behalf** of any Member under **Article 7, Section 17** of the **Constitution** of the State of **Texas**, including the income therefrom and any fund **balances relating thereto**; (c) except to the extent so **appropriated**, general revenue **funds appropriated** to the **Board** by the Legislature of the State of **Texas**; and (d) **Practice Plan Funds** of any Member, including the income **therefrom** and any fund **balances relating** thereto not **included** in Pledged Practice Plan Funds.

“Prior **Encumbered Obligations**’ means the MD. Anderson Hospital and Tumor Institute at Houston Endowment and Hospital Revenue **Bonds**, Series 1972, the M.D. Anderson Hospital Revenue Subordinate lien **Bonds, Series 1976**, the Board of **Regents** of The University of **Texas System** General Tuition Revenue **Refunding Bonds**, Series **1986**, the **Board** of Regents of The University of Texas System General Tuition Revenue Refunding **Bonds, New Series 1992**, the Pan American **University** Tuition Revenue Refunding **Bonds, Series 1986**, and those bonds or other **obligations** of an **institution** outstanding on the date it becomes a Member of the **Financing System** and which are secured by a lien on and pledge of the Prior Encumbered General Fee, the Prior **Encumbered** Revenues, the Prior Encumbered Tuition Fee, the Prior **Encumbered General** Tuition, and/or the Prior Encumbered **Practice Plan** Funds charged and **collected** at such institution and all existing obligations of the **Board** secured **by a lien** on a portion of the Pledged Revenue which **is superior** to the lien established by this Resolution on behalf of Parity Debt.”

(b) **Exhibit A** of the Master **Resolution** is further amended by adding thereto the following definitions:

“**Pledged General Tuition**’ means **all** of the aggregate amount of student tuition charges now or hereafter required or authorized by law to be imposed on students **enrolled** at each and every institution, branch, and school, now or hereafter operated by or under the jurisdiction of the **Board**, but specifically excluding and excepting (1) the **amount** of tuition scholarships now **provided for by law**, and (2) the Pledged Tuition **Fees**; and it **is provided by law** and hereby **represented and covenanted** that the aggregate amount of student tuition charges which are now required or authorized by law to be imposed, and **which** are pledged to the payment of the Parity Debt shall never be reduced or abrogated while such obligations are **outstanding**; it being **further** covenanted that the aggregate amount of student tuition charges now required or authorized by **law** to be **imposed** on students enrolled at

each and every institution, branch, and **school** operated by or under the jurisdiction of the Board are set **forth** in the Texas Education Code, as amended, to which Code reference **is** hereby made for all **purposes**.

“Prior Encumbered General Tuition” means the Pledged General Tuition securing Prior Encumbered Obligations and the tuition **charges** in the maximum amount **permitted** in the **definition** of Pledged General Tuition charged and collected at an institution which **becomes a** Member of the Financing System after the date of adoption of this Resolution and which are pledged to the payment of **bonds** or other **obligations** outstanding on the date such institution **becomes a** Member of the Financing System”

Section **2**. The Executive Director of **Finance**, as the U.T. Representative, is hereby authorized and directed to take **such** action and give such **notices as** are required to implement this amendment.

**Section 3. The Executive Director of Finance and the General Counsel are** authorized to approve any **technical amendments** to this **Resolution** requested by the rating **agencies** as a condition to their **issuance** or maintenance of a rating on Parity Debt.

Section **4**. Other than set forth in this amendment, the Master **Resolution is** not **amended, altered or rescinded and is in full force and effect**.

RESOLUTION  
AMENDING FIRST **SUPPLEMENT RESOLUTION TO THE**  
MASTER **RESOLUTION**

**WHEREAS**, the **Board of** Regents (the "Board") of The University of Texas System has adopted the "Amended and Restated Master **Resolution Establishing** The University of Texas System Revenue Financing System" (the "Master Resolution"), originally adopted on April 12, **1990** and amended and restated on February 14, **1991**, to establish a new System-wide financing structure for **revenue** supported indebtedness which would provide reduced costs and increased borrowing capacity to the components of the System, additional security to the credit markets, and greater **financial flexibility** to the **Board**; and

**WHEREAS**, on the 12th day of **April**, 1990 the Board adopted the **First Supplemental Resolution to the Master Resolution Establishing** the University of Texas System Revenue Financing System (the "**First Suppkment**") **which** established an interim **financing** program pursuant to **which** the Board has issued **its** Revenue Fkancing System Commercial Paper Notes, **Series A** to provide interim financing for capital improvements and to **finance** equipment **purchases**; and

**WHEREAS**, terms used herein and not otherwise defined have the meanings given in the **First Supplement** and **the** Master Resolution; and

**WHEREAS** pursuant to Section 55.172, Texas Education Code and Chapter **803, Seventy-Third Legislature, Regular** Session 1993 (**collectively** the "Acts") the Board deems it necessary to amend the Fii Supplement to **increase** the aggregate principal amount of Notes which may be outstanding **thereunder** and to authorize an agreement with the State Treasurer **regarding** tuition revenues and wire transfers of **moneys**; and

**WHEREAS**, the **staff** has recommended and the Board hereby finds and determines to further amend the **First Suppkment** to provide that the System shag provide liquidity for the Project Notes **outstanding** thereunder.

NOW THEREFORE, BE IT **RESOLVED** BY THE BOARD OF REGENTS OF **THE UNIVERSITY OF TEXAS SYSTEM THAT:**

Section 1. **Section** 2.01 of the First Supplement is amended to read as **follows:**

"Section 201. **GENERAL AUTHORIZATION.** Pursuant to authority conferred by and in accordance with the **provisions** of the Constitution and laws of the State of Texas, **particularly** the Acts, Project **Notes** shag be and are hereby authorized to be issued in an aggregate principal **amount** not to **exceed** ONE **HUNDRED FIFTY MILLION DOLLARS (\$150,000,000)** at any one time

**outstanding** for the **purpose** of financing Project **Costs** of **Eligible** Projects and to refinance, renew, or refund Notes, Prior Encumbered Obligations, and Parity Debt, including interest thereon. For purposes **of** this Section 2.01, any portion of **Outstanding** Notes to be paid **from** money on deposit with the **Issuing** and Paying Agent and from the **available** proceeds of Parity Debt or other obligations of the Board issued on the day of **calculation shall** not be **considered** Outstanding. The authority to issue Project Notes **from** time to time under the provisions of **this** Supplement shall **exist** until the **Maximum** Maturity date, regardless of whether prior to the Maximum Maturity Date there are at any time no Project **Notes Outstanding.**"

Section 2 Section 205 and 206 of the **First** Supplement are amended to read **as** follows:

"Section 2.05. SERIES A CREDIT AGREEMENT. The Board reserves the right to enter into a **Series** A Credit Agreement containing substantially the **same** terms and conditions **as** the Series A Credit Agreement **originally** entered into **in connection** with the initial **issuance** of Notes under **this** Fiit Supplement. Whenever **the term "Series A Credit Agreement"** is used in the Fii Supplement, it **shall** refer to the agreement referred to in this Section and the term **"Advances"** as originally defined in the **First** Suppkment **shall** mean **advances** under **such** Agreement.

"Section **2.06. PROMISSORY NOTE.** The Board reserves the right to **authorize** one **or more promissory notes to evidence advances under the Series A** Credit Agreement and such promissory **notes shall constitute Promissory** Notes **as** originally defined in the First Supplement and **shall** be on a parity and **of** equal dignity with the Project Notes"

Section 3. **Sections** 6.01, **6.02** and 6.03 of the **First** Suppkment are hereby emended to read as **follows:**

"Section 6.01. **LIMITATION ON ISSUANCE.** **Unless this First Suppkment and the Series A Credit Agreement are amended and modified by the Board** in accordance with the **provisions** of Section 8.01, the Board covenants that there **will not be issued and Outstanding at any time more than \$150,000,000 in principal amount of Project Notes.** The **Board, however, does reserve the right to increase said amount by an amendment** to this **First** Suppkment **and to issue** additional Parity Debt in **excess** of said **amount** by a Suppkment duly adopted **by the Board.**

"Section **6.02.** [Intentionally omitted].

'Section **6.03. AVAILABLE FUNDS.** (a) **To the** extent Notes cannot be issued to renew or refund Outstanding **Notes,** the Board shall provide funds or shall in good faith endeavor to sell a **sufficient** principal amount **of** Parity Debt or other **obligations** of the Board in order to have funds available, together with **other** moneys

available therefor, to pay the Notes and the interest thereon, or any renewals thereof, as the same shall become due, and other amounts due under the Credit Agreement.

"(b) Notwithstanding anything to the contrary contained herein, to the extent that the Dealer cannot sell Notes to renew or refund Outstanding Notes on their maturity, the Board covenants to use lawfully available funds to purchase Notes issued to renew and refund such maturing Notes and such payment, issuance and purchase are not intended to constitute an extinguishment of the obligation represented by such maturing Notes **and** the Board may issue Notes to renew and refund the Notes held by it when the Dealer is again **able** to sell Notes. **While** such Notes are held by **the** Board they shall bear interest at the **prevailing** market rate for alternative taxable investments **of** similar maturity and credit rating."

Section 4. The Executive Director **of Finance** is **authorized** to enter into an agreement with the State Treasurer relating to the **handling** of tuition revenues and the wire transfers of such funds.

**Section 5.** The **Executive** Director of Finance and the General Counsel are **authorized** to approve any technical amendments to this Resolution requested by the rating agencies as a condition to their issuance or maintenance of a rating **on** Parity Debt issued under the **Master Resolution**.

Section 6. This Resolution Amending the First **Supplement** shall take effect upon the retirement of **all** currently **outstanding Notes** and prior to **the** delivery of any additional Notes **under the** First **Supplement**. **Other** than as set forth in this Resolution, the First Supplement is not amended, altered or **rescinded** and is in full force and effect

REPORT AND RECOMMENDATIONS OF THE ACADEMIC AFFAIRS COMMITTEE (Pages 16 - 52).--Committee Chairman Holmes reported that the Academic Affairs Committee had met in open session to consider those matters on its agenda and to formulate recommendations for the U. T. Board of Regents. Unless otherwise indicated, the actions set forth in the Minute Orders which follow were recommended by the Academic Affairs Committee and approved in open session and without objection by the U. T. Board of Regents:

1. U. T. System: Approval of a Standard Agreement of Cooperation with Foreign Institutions.--Upon recommendation of the Academic Affairs and Health Affairs Committees, the Board approved the agreement of cooperation set out on Pages 17 - 19 as a standard agreement to be used by The University of Texas System component institutions seeking to cooperate with foreign institutions on academic programs.

Further, future agreements identical to or substantially similar to this standard agreement will now be submitted to the U. T. Board of Regents for approval via the institutional docket after review and approval by U. T. System Administration.

This agreement specifies the goals of a cooperative agreement between a U. T. System component institution and a foreign university and provides the framework for more specific program agreements for an initial term of ten years and may be terminated earlier by either institution upon 90 days written notice.

AGREEMENT OF COOPERATION  
BETWEEN  
(institution)  
AND  
THE UNIVERSITY OF TEXAS \_\_\_\_\_

THE UNIVERSITY OF TEXAS \_\_\_\_\_ (hereinafter referred to as U.T.  
a \_\_\_\_\_ n ) d \_\_\_\_\_  
(hereinafter referred to as \_\_\_\_\_) enter into an agreement of cooperation  
to establish a program of exchange and collaboration in areas of interest and benefit to both  
institutions.

I.

The purposes of the cooperation between U.T. \_\_\_\_\_ and  
\_\_\_\_\_ are as follows:

- to promote interest in the teaching and research activities of the respective institutions, and
- to deepen the understanding of the economic, cultural and social issues environment of the respective institutions.

II.

To achieve these goals, U. T. \_\_\_\_\_ and \_\_\_\_\_ will, insofar  
as the means of each allow:

- promote institutional exchanges by inviting faculty and staff of the partner institution to participate in a variety of teaching and/or research activities and professional development;
- receive undergraduate and graduate students of the partner institution for periods of study and/or research;
- organize symposia, conferences, short courses and meetings on research issues;
- carry out joint research and continuing education programs; and
- exchange information pertaining to developments in teaching, student development and research at each institution.

### III.

Each institution shall designate a coordinator to oversee and facilitate the implementation of this Agreement. The coordinators, working with other appropriate administrators at the respective universities, shall have the following responsibilities:

- to promote academic collaboration at both faculty, graduate and undergraduate student levels for research and study;
- to act as principal contacts for individual and group activities and to plan and coordinate all activities within their institutions as well as with the partner institution;
- to distribute to each institution information about the faculty, facilities, research, publications, **library** materials and educational resources of the other institution; and
- to meet periodically to review and evaluate past activities and to work out new ideas for future cooperative agreements.

### IV.

This general **AGREEMENT** OF COOPERATION shall be identified as the parent document of any program agreement executed between the parties. Further agreements concerning any program shall provide details concerning the specific commitments made by each party and shall not become effective **until** they have been reduced to writing, executed by the duly authorized representatives of the parties, and approved in writing by the Executive Vice Chancellor for \_\_\_\_\_ Affairs of The University of Texas System. The scope of the activities under this agreement shall be determined by the funds regularly available at both institutions for the types of collaboration undertaken and by financial assistance as may be obtained by either institution from external sources.

### V.

(Cover travel and living expenses. Examples:

All travel and **living** expenses will be the responsibility of the home institution. The host institution **will** assist **professional** staff engaged in teaching or research to find local living facilities.

**or**

Except as may be stipulated in any specific program agreement, each institution **shall** be responsible for expenses incurred by its employees under this agreement.)



VI.

Upon approval by each institution, this agreement shall remain in effect for a period of ten (10) years unless terminated earlier by either institution. Such termination by one institution shall be effected by giving the other institution at least ninety (90) days advance written notice of its intention to terminate. Termination shall be without penalty. If this agreement is terminated, neither U. T. \_\_\_\_\_ nor \_\_\_\_\_ shall be liable to the other for any monetary or other losses which may result.

EXECUTED by The University of Texas \_\_\_\_\_ and \_\_\_\_\_ on the day and year **first** above written, in duplicate copies, each of which shall be deemed an **original**.

THE UNIVERSITY OF TEXAS  
AT \_\_\_\_\_

**BY:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

OTHER INSTITUTION NAME

**BY:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

2. U. T. Arlington: Appointment of Dr. Myrna Pickard as Initial Holder of the George W. and Hazel M. Jay Professorship in the School of Nursing Effective Immediately.--The Academic Affairs Committee recommended and the Board appointed Dr. Myrna Pickard, Dean and Professor of Nursing at The University of Texas at Arlington, as initial holder of the George W. and Hazel M. Jay Professorship in the School of Nursing effective immediately.
  
3. U. T. Arlington: Authorization to Name Courtyard Between the Architecture and Fine Arts Buildings the Richard B. Myrick Courtyard (Regents' Rules and Regulations, Part One, Chapter VIII, Section 1, Subsection 1.2, Naming of Facilities Other Than Buildings).--In accordance with the Regents' Rules and Regulations, Part One, Chapter VIII, Section 1, Subsection 1.2, relating to the naming of facilities other than buildings, authorization was granted to name the courtyard between the Architecture and Fine Arts Buildings at The University of Texas at Arlington as the Richard B. Myrick Courtyard.

This courtyard is being named in memory of Mr. Richard B. Myrick, Professor Emeritus of Landscape Architecture at U. T. Arlington, who joined the U. T. Arlington faculty in 1975 and served as Director of Landscape Architecture until his retirement in 1987.

4. U. T. Arlington: Approval of Teaming Agreement with Network Management Technology, Inc. (NMTI), a Texas Corporation, Sugar Land, Texas, and Authorization for the Executive Vice Chancellor for Academic Affairs to Execute Agreement.--The Board, upon recommendation of the Academic Affairs Committee, approved the Teaming Agreement set out on Pages 21 - 25 between The University of Texas at Arlington and Network Management Technology, Inc. (NMTI), a Texas corporation, Sugar Land, Texas.

Further, the Executive Vice Chancellor for Academic Affairs was authorized, on behalf of the U. T. Board of Regents, to execute this agreement with the understanding that any and all specific agreements arising from the agreement are to be submitted for prior administrative review and approval as required by the Regents' Rules and Regulations.

The purpose of this agreement with NMTI is to establish a working team relationship to prepare and submit a proposal to The Electric Power Research Institute on a forthcoming competitive bid for The Resource Scheduling and Generation Control project and to carry out the work outlined in the agreement should a contract result from the proposal.

## TEAMING AGREEMENT

This Teaming Agreement (**hereafter** called "Agreement"), is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_, between **the** University of Texas at Arlington, a state agency governed by The **Board** of Regents of The University of Texas System, having offices at 701 South **Nedderman** Drive, **Arlington**, Texas, 76013 (hereinafter referred to as "THE UNIVERSITY") and Network **Management** Technology, **Incorporated**, a member of the Elsag Bailey Group, having offices at 12808 West Airport Boulevard, Sugar Land, Texas (hereinafter referred to as "NMTI").

WHEREAS NMTI has developed a base computer system for the control of power in electric utility **systems**, and

**WHEREAS** The UNIYERSITY. through its Energy System Research Center (hereinafter referred to as "ESRC"). has developed an expertise in **the** research and development of electric utility power **applications**, and

WHBRBAS the combined resources of NMTI and THE UNIVERSITY **will** improve the probabilities of both entities being awarded portions of a **forthcoming competitive bid on The** Resource Scheduling and Generation Control project (hereinafter called "**RSGC**") to be tendered by The **Electric** Power **Research** Institute (**hereinafter called** "EPRI"). and

WHBRBAS there is a possibility **of participation** in the RSGC project by another member of the Elsag Bailey **group**, in addition to **NMTI**,

NOW, **THEREFORE**, in **consideration** of the mutual promises hereinafter contained, the parties agree as follows **with** the **understanding** of being legally bout&

### **ARTICLE I. BIDDING**

If NMTI receives a Request for Proposal (**RFP**) from EPRI **for** the aforementioned RSGC project, and elects to submit a prime contract quotation to **EPRI**, **THE UNIVERSITY** agrees to submit a subcontract bid only to NMTL

If NMTI does not receive an **RFP** from EPRI for the RSGC project, or receives an **RFP** but elects not to submit a quotation to **EPRI**, **THE UNIVERSITY** may bii to **others** in any bidding **arrangement** they **deem appropriate**.

### **ARTICLE II. SUBCONTRACT**

If, prior to **December** 31, 1993. NMTI is awarded a contract by EPRI as a result of the **aforementioned** bid, **THE UNIVERSITY** will sign a subcontract with NMTI to provide certain software and services, as mutually agreed by means of a subcontract which shall incorporate substantive provisions of the contract negotiated by **NMTI with** EPRL NMTI agrees that no contract provision will be negotiated with **EPRI** which will increase any burden or expense on **THE UNIVERSITY** without **THE UNIVERSITY'S** prior consent.

Anything to the contrary **notwithstanding**, the **liability of NMTI** to **THE UNIVERSITY** shall be **limited to the contract sum to be paid to TI E UNIVERSITY**.

If NMTI is awarded a contract for the subject **RFP**, the parties **agree** to negotiate a subcontract, and agree that in the exercise of their judgment, they shall not be **unreasonable**, arbitrary, or capricious. If said negotiations do not result in an **agreement** between **the** parties neither party shall participate further in the **RFP** or resulting contract.

**NMTI shall be responsible for the overall representation of the team. However, neither party shall take any action or make any representation which creates an obligation for or binds the other party without specific prior consent.**

### **ARTICLE III. CONFIDENTIAL INFORMATION**

**During the term of this Agreement, THE UNIVERSITY and NMTI, to the extent of their right to do so, and as required for each to perform its obligation hereunder, may exchange proprietary and confidential information (hereinafter "Confidential Information").**

**The purpose of this exchange would be to allow the receiving party, or other member of its corporate family: access to Confidential Information which is proprietary to the disclosing party and which the disclosing party considers to be confidential and/or of a trade secret status. The purpose of permitting this access is to allow the receiving party to use the Confidential Information a portions thereof for the sole purpose(s) of:**

**Negotiating, discussing and contracting for the RFP;**

**Proprietary or confidential information which is exchanged may be used by the receiving party only in connection with the proposal to EPRI for RFP or in the performance of the subsequent contract awarded to NMTI as prime contractor and THE UNIVERSITY as NMTI's subcontractor.**

**Any other use of the Confidential Information except as is herein described, whether such use be on any other inquiry from EPRI or elsewhere, is expressly prohibited unless otherwise agreed in writing. The receiving party will use at least the same effort in maintaining confidentiality as it uses with its own confidential information.**

**Subject to the other provisions of this ARTICLE III, of this Agreement, Confidential Information shall include any information of any kind furnished under this Agreement by the disclosing party in writing and clearly marked "Confidential" or "Proprietary" or otherwise similarly marked, including, but not limited to systems concepts, drawings, models, software embodiments (both object and source code and firmware), product protocol designs, product specifications, product performance data, trade secrets, and technical data. Where a writing is not available, Confidential Information also includes oral information clearly identified as confidential or proprietary which is reduced to writing and sent to the recipient party within three calendar days of its communication.**

**All such information so marked and disclosed shall herein be referred to as Confidential Information.**

**The parties' respective designated Team Leader and/or Project Manager shall be the individuals within both respective parties' organization for receiving proprietary confidential information exchanged between the parties pursuant to this Agreement.**

**"Confidential Information" shall not include any information that the recipient party can establish as follows:**

- (a) was publicly known at the time of communication thereof to the recipient party; or**
- (b) becomes publicly known through no fault of the recipient party; a**
- (c) was lawfully obtained from a source other than the disclosing party without a breach of this or any other agreement and with the right to disclose; or**

(d) **was** approved for **release** by **written authorization of the proprietary** party.

The burden of proof is **on** the recipient party to establish the existence of any of the conditions **identified** in (a), **(b)**, (c) or (d) of this **paragraph**.

It is **agreed** that all the Confidential Information shall remain the exclusive property of the disclosing **party** and that **the** disclosing party is not **transferring or** waiving any of **its** title **or** rights **relative to such property**.

All of **the Confidential Information** and the **associated** documentation and **other information** (and **copies thereof**) of the Confidential Information shall be **returned to the proprietary party, upon the** earlier of (i) **the proprietary party's written** request or (ii) when the purpose of this Agreement has **been fulfilled. The obligations of confidentiality and non-disclosure under this Agreement shall not terminate with the return of the Confidential Information but shall survive and remain effective, except under the conditions stated herein.**

In the event this Agreement is **terminated**, upon written notice from the proprietary party, **the** recipient party shall **immediately** return all **Confidential Information** and all copies thereof to the **proprietary party. In such event, the recipient party agrees that it will not thereafter use the other's Confidential Information for any reason or purpose, unless otherwise expressly agreed in writing.**

**Both parties shall be entitled to all of the rights and remedies at law, by statute or otherwise in the event of any violation of this Agreement.**

#### **ARTICLE IV. TERM**

This Agreement shall remain in **force** from the date **first** above **shown**, until **the** earlier of the following, **unless** extended by mutual **agreement** of the **parties**:

- a. Until the signing of a subcontract between THE UNIVERSITY and **NMTI**
- b. **Until the signing of a contract based on the RFP between EPRI and a party other than NMTI**
- c. **The cancellation by EPRI of the procuremebased on the RFP**
- d. **Written mutual agreement of the parties hereto**
- e. **Two years after the date of this Agreement as first above shown.**

#### **ARTICLE V INDEPENDENT CONTRACTORS**

**This Agreement is not intended by the parties to constitute or create a joint venture, partnership, or formal business organization of any kind, other than an independent contractor teaming arrangement, and the rights and obligations of the parties shall be only those expressly set forth herein. Neither party shall have authority to bind the other except to the extent authorized herein. THE UNIVERSITY and NMTI shall remain as independent contractors at all times and neither party shall act as the agent of the other.**

**As such, except as specified herein, each party will bear all costs, risks and liabilities incurred by it arising out of its obligations and efforts under this Agreement during the preproposal and proposal periods, which are defined as the periods up to an award of a subcontract to THE UNIVERSITY. Except as specified herein, neither party shall have any right to any**

reimbursement, payment or compensation of any kind from the other during the period up to the award of a subcontract to THE UNIVERSITY by NMTI.

IN NO EVENT SHALL EITHER PARTY BE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS OF THE OTHER PARTY.

The parties further agree that they will not actively participate in other team efforts that are competitive to this Agreement for this specific RFP nor compete independently for work covered by this specific RFP during the duration of this Agreement. The term "active participation", as used herein, includes the interchange of technical data with competitors.

#### ARTICLE VI. GENERAL

A. **Waiver.** The failure of either party to insist, in one or more instances, upon performance of any term or condition or to exercise any right shall not be construed as a waiver of future performance or right.

B. **Notice.** Formal written notice when required by the terms of this Agreement shall be either (i) sent by certified mail, return receipt requested, postage prepaid, and shall be deemed given four (4) working days after being deposited with the United States Postal Service, or (ii) sent by facsimile transmission ("fax") with a confirmation copy promptly sent by the United States Postal Service, and shall be deemed given the date of the Fax valid transmission acknowledgment. Such notice shall be addressed to:

For NMTI: Network Management Technology, Incorporated  
Attn.: Contracts Manager  
P.O. Box 5031  
Sugar Land, Texas 77487-5031  
Fax number: 713-240-6986

For THE UNIVERSITY: The University of Texas at Arlington  
Attn.: Office of Sponsored Projects  
UTA Box 19145  
Arlington, Texas 76019-0145  
Fax number: 817-273-2625

C. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Texas, without reference to its conflict of laws rules, and any questions or disputes concerning the validity and operation of this Agreement or questions of fact or law regarding same shall come within the jurisdiction of courts located in the State of Texas.

D. **Publicity.** Neither party shall publicly advertise or disclose the contents of this Agreement except with the prior written permission of the other party except as such disclosure may be required by law.

E. **Conflict of Interest.** Each party hereto represents that it does not have and will not engage in any work or undertaking which shall materially conflict with or create any impediment to its own or the other party's performance of this Agreement or the rights conveyed hereunder.

F. **Modification.** This Agreement may be changed or modified only by a writing signed by a duly authorized representative of each party.

G. **Assignment.** This Agreement may not be assigned or otherwise transferred by either

party **in whole or** in part without **the** express **prior** written consent of the other party, which **consent will not unreasonably be withheld.** **The foregoing shall not apply in the event either** party shall change **its** corporation **name or merge** with **another corporation or substantially** all of its assets, including this **Agreement, be sold to another corporation.**

H. **Headings.** The headings and titles to the **Agreement are inserted for convenience only and shall not be deemed a part hereof or affect the construction or interpretation of any provision hereof.**

L. **Entire Agreement.** This Agreement contains all of **the** agreements, **representations and understanding of the parties hereto with respect to RFP and supersedes and replaces any and all previous understandings, commitments or agreements, oral or written, related to the award of a contract under RFP as set forth herein.**

IN WITNESS WHEREOF, **a** duly authorized **representative** of each party has signed this **Agreement.**

**THE UNIVERSITY OF TEXAS AT  
ARLINGTON**

**NETWORK MANAGEMENT TECHNOLOGY,  
INCORPORATED**

Signature \_\_\_\_\_

Signature \_\_\_\_\_

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

FORM APPROVED:

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

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

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

### **CERTIFICATE OF APPROVAL**

I **hereby certify** that the foregoing Agreement was **approved by the Board** of Regents of The University of Texas System on the \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_\_\_ and that the person **whose signature appears above is authorized to execute such agreement on behalf of the Board.**

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

**Agreement of Cooperation** **5**

5. U. T. Arlington: Approval of Articles of Collaboration to Create Trauma Care Information Management System Consortium and Authorization for President of the Institution to Execute Document.--Upon recommendation of the Academic Affairs Committee, the Board approved the Articles of Collaboration to create the Trauma Care Information Management System Consortium set out on Pages 27 - 40 with The University of Texas at Arlington as a participant.

Further, President Amacher was authorized to execute this document with the understanding that any and all specific agreements arising from the document are to be submitted for prior administrative review and approval as required by the Regents' Rules and Regulations.

These Articles of Collaboration will allow U. T. Arlington to join the Trauma Care Information Management System Consortium which plans to submit bids related to performance of tasks related to the Scenario Base Engineering Process to the Advanced Research Projects Agency (a U. S. Government agency) for consideration.

The Articles grant a royalty-free, nonexclusive cross-license to other members related to consortium intellectual property.



REVISION J  
8/30/93

ARTICLES OF COLLABORATION  
FOR  
**TRAUMA CARE INFORMATION MANAGEMENT  
CONSORTIUM**

These Articles of Collaboration (hereinafter "Articles") are entered into among the following parties:

AMERICAN TELEPHONE AND TELEGRAPH (hereinafter AT & T)

ISX CORPORATION (hereinafter ISX)

MEDICAL COLLEGE OF GEORGIA RESEARCH INSTITUTE, INC.  
(hereinafter MCGRI)

NCR CORPORATION (hereinafter NCR)

NSC TRAUMA AND EMERGENCY MEDICAL SERVICES (hereinafter  
NSC-MIEMSS)

ROCKWELL INTERNATIONAL CORPORATION  
COMMAND AND CONTROL SYSTEMS DIVISION(hereinafter RI-CCSD)  
SCIENCE CENTER (hereinafter RI-SC)

TEXAS INSTRUMENT, DEFENSE SYSTEMS & ELECTRONICS GROUP  
(hereinafter "TI")

UNIFORMED SERVICES UNIVERSITY OF THE HEALTH SCIENCES  
(hereinafter USUHS) in cooperation with THE HENRY M. JACKSON  
FOUNDATION FOR THE ADVANCEMENT OF MILITARY MEDICINE

UNIVERSITY OF SOUTHERN CALIFORNIA INFORMATION SCIENCES  
INSTITUTE (hereinafter USC-ISI)

UNIVERSITY OF TEXAS at ARLINGTON (hereinafter UTA)

hereinafter collectively identified as "Parties" and individually identified as a "Party", to establish the TRAUMA CARE INFORMATION MANAGEMENT SYSTEM Consortium (hereinafter "Consortium").

WHEREAS the Parties have complementary research interests and wish to apply their talents and experiences to improving the quality and functionality of medical information systems, in the form of TRAUMA CARE INFORMATION MANAGEMENT and to better understand the applications of this technology, including without limitation, demonstration of such technology (hereinafter "Scope of Research"); and

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WHEREAS the principal purpose of this Consortium is neither to supply property or services for the direct benefit or use of the U.S. Government, nor to transfer a thing of value to State or local governments or other recipient to carry out a public purpose of support or stimulation authorized by U.S. laws, and thus it is not feasible or appropriate for the Parties and the Agency (defined below) to enter into a procurement contract, or grant agreement with any U. S. Government Agency; and

WHEREAS the Parties anticipate receiving partial and incremental funding from a U. S. Government agency ("AGENCY") to perform the Scope of Research; and

WHEREAS the Parties wish to be bound together in a cooperative research consortium by these **Articles** in the form of a Joint Research and Development Venture as such term is defined in the National Cooperative Research Act of 1984 through a Cooperative Agreement as such term is defined in 31 U.S.C. **§6305**;

Hereinafter the following definitions apply:

ROCKWELL INTERNATIONAL CORPORATION once having executed these Articles, is the Lead Party (hereinafter "Lead Party").

**Each** of the PARTIES, once having executed these Articles, is a **"Party"**.

ROCKWELL, once having executed these Articles shall act as, or arrange for, the Financial Service Provider to the Consortium. (see **para. 7a**)

The U.S. Governmental Agency identified as providing funding to the Consortium as a whole is the Advanced Research Project Agency (hereinafter **"ARPA"**) during the period such funding is available or being used.

Intellectual Property means **any** inventions, creations, improvements, mask works, works of authorship or other developments, whether patentable, copyrightable or not. "Intellectual Property Rights" means any Rights in patents, copyrights, mask works, trade secrets and confidential information.

NOW THEREFORE, the Parties agree as follows:

1. (a) The Parties hereby establish a joint research and development Consortium to engage in a collaborative research effort of limited duration to gain further knowledge and understanding of the technologies described or identified elsewhere in this document, for the purposes and within the Scope of Research set forth herein.(Appendix B)

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(b) Subject to the availability of ARPA funding, the Parties individually agree to expend "reasonable efforts", within the terms of the ARPA Funding Agreement, to achieve the goals assigned to them as defined in a Task and Funding Allocation Project Statement (hereinafter "Project Statement"), to be attached hereto and incorporated herein. By execution of these Articles, each Party authorizes the Management Committee or its designees, as its agent to enter into a single "other transaction" with ARPA as said term is defined in 10 U.S.C. §2371 which shall hereinafter be referred to as the "Funding Agreement" and under which ARPA shall fund the Consortium in accordance with the Project Statement. During the performance of the Project Statement, if the Management Committee reasonably determines that any Party has used its "reasonable efforts" to perform the tasks assigned to that Party in the Project Statement for any given goal, the Management Committee will instruct the Financial Provider to disburse to that Party, the funds associated with that goal, such funds as have been provided by ARPA. The Management Committee shall not unreasonably withhold funding from any Party after the submission of properly prepared invoices, provided that funding has been provided by ARPA to the Financial Services Provider.

(c) These Articles shall not preclude any Party from developing at its own expense derivative complimentary technology derived from its Consortium Intellectual Property but outside of the Project Statement (hereinafter "Proprietary Technology") provided that the Proprietary Information and other rights of other Parties hereinunder are not violated. The developing Party under this subparagraph reserves all Intellectual Property Rights in such Proprietary Technology so developed.

2.(a) Subject to the terms and conditions stated herein, the Consortium will be managed and governed by a "Management Committee", which is empowered to determine all policy, business, financial, legal, and technical issues of the Consortium and to represent the Consortium and the Parties in reporting progress, in negotiating, and in transacting business with ARPA. Specifically and without limitation, the Management Committee is empowered to redirect the research, redefine the tasks and goals of the Parties, and to proportionally equitably adjust to all Parties the amount of funding provided by ARPA.

(b) The Rockwell Program Manager and a "Voting Party" from each Party, shall be the voting representatives which will comprise the Management Committee. The Management Committee will meet in regular meetings every three months at alternating locations or as is mutually agreeable to the Management committee Parties. All Parties and ARPA, if required, may send one non-voting representative to participate in committee meetings, with prior notification.

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Each voting representative may, with prior permission of the Management Committee, be accompanied by other employees of the Party or ARPA, including, without limitation, financial, business, and legal personnel. Third parties may attend the committee meetings at the invitation of the Management Committee. The Management Committee **may** exclude representatives **of** ARPA and non-voting representatives from portions of the committee meetings.

(c) The host representative to the Management Committee will act as chairman of the committee meetings, and will deliver notification to all Parties and ARPA regarding meetings of the Management Committee. Any Voting Party may call a special meeting of the Management Committee. A voting member from at least 75% of the Parties must be present in person or by telephone, to constitute a quorum.

(d) Subject to the consent of the Management Committee, Rockwell will appoint a Financial Provider to the Consortium, who will attend the committee meetings and will provide a single point of contact to the financial officers of the Parties, ARPA or their designees.

(e) The Party hosting the Management Committee meetings will appoint an individual who will assure that minutes of the meetings are recorded and distributed to all Parties, within 15 days after each meeting.

(f) In the event that the Management Committee is unable to resolve any intra-consortium dispute, the dispute will be elevated to the Vice President and General Manager of Rockwell - CCSD, for resolution with the appropriate executive management of the other Parties of the Consortium.

3. Unanimous agreement of the Management Committee is required to make the following decisions for the Consortium, including, without limitation:

- (a) Revise the Articles of Collaboration;
- (b) Revise or terminate any Funding Agreement with ARPA;
- (c) Delegate authority of Management **Committee** to the Financial Provider and Chairman of the Management Committee;
- (d) Change or eliminate any ARPA funding allocated to any Party as technically and/or financially justified, but a Party experiencing any reduction in ARPA funding may pro rata reduce its internally funded participation in the Consortium;
- (e) Approve annual program plan for funding and adjusting funding to all Parties.

ARPA approval may be required for items 3(b) and 3(d) above.

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Unless otherwise specified by the Management Committee, a 75% vote will be required for all other issues to be passed by the Management Committee.

4. Provided there are no funding conflicts, the Management Committee, may consent to admit a new member to the Consortium. Such new member shall become a Party upon its execution of these Articles. The Management Committee will consider admitting new Parties on a non-discriminatory basis, but only if the new Party's technical contributions can be justified and only on relatively comparable financial terms as the existing Parties, recognizing the risk of their contributions to date. The factors taken into consideration will include without limitation whether the new Party will bring to the Consortium technology otherwise unavailable on the time scale of the program or will allow the technology of the Consortium to be applied to new markets, whether the entry of the new Party will not substantially adversely affect the Intellectual Property Rights of the then existing Parties, whether the added effort would not substantially change the ongoing Consortium program, and whether the new Party could participate without diminishing ARPA funding provided to the original Parties. Notwithstanding the above, the Management Committee may consider any factor in addition to those above, and its decision on admitting new Parties is discretionary and final.

5. (a) Any Party may terminate its participation from the Consortium at will, after it has provided written notice to the Management Committee thirty (30) days in advance of the effective date of the termination. The termination shall include the terminating Party's recommended replacement, if applicable. During the 30-day period, the terminating Party shall orderly wind down its effort. The Management Committee shall reasonably determine whether to provide any further ARPA funding to the terminating Party after its notice of termination.

(b) The terminating Party shall make a "reasonable effort" to transfer its portion of Consortium work to other Parties or a prospective new Party of the Consortium. The resigning party must have achieved those goals for which ARPA funding was provided, or refund the unused funding to the Consortium. The terminating Party must provide, a royalty-free, non-exclusive, perpetual, sub-licensable license in its Consortium Intellectual Property, restricted to the performance of tasks under these Articles or under the Funding Agreement to the Party or Parties designated by the Management Committee to replace the terminating Party in performing its assigned tasks. Upon completion of the these terms, the terminating Party shall be released from the Consortium. This should be accomplished within the 30 day

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wind down period, if possible.

(c) The Management Committee may terminate the participation of a Party, if that Party has committed a material breach of this Agreement. The Management Committee may give a Party notice of a material breach only if at least seventy-five (75%) percent of the Management Committee members vote ("Notice Vote") that the Party has committed a material breach of this Agreement. Such termination shall be effective only if the Management Committee members vote unanimously that the Party has not substantially cured the breach within 30 days after the Notice Vote, and the meeting occurs between 31 and 45 days after the Notice Vote. The Party subject to the termination shall have the opportunity at both meetings to demonstrate that it has not breached the Agreement. For the purposes of calculating the percentages in this Paragraph, the Party subject to the termination shall not be included.

(d) Any exiting Party shall receive the pro rata portion of any funding due for any full or partial deliverable that it has delivered to the Consortium as of the effective date of the termination.

6.(a) Except as provided in 6.(b), each Party shall retain title to Intellectual Property developed in the course of the Consortium including but not limited to inventions, technical data rights and other data developed solely by its employees-as a result of the performance of the Consortium Project Statement. Inventions or technical data jointly developed by employees of more than one Party are jointly owned by the respective employing Parties.

(b) Consortium Intellectual Property is that Intellectual Property developed by and in the course of identified tasks assigned to and performed by any Party whether performed under ARPA funding or funding provided by a Party as agreed to as in-kind contribution in the Funding Agreement and/or in these Articles. The identified tasks shall be those tasks (i) agreed to by the Party in a separate agreement between the Consortium and ARPA, (ii) agreed to by the Party with other Parties of the Consortium, or (iii) assigned to the Party by the Management Committee. However, Consortium Intellectual Property does not include (1) background Intellectual Property; (2) Intellectual Property concurrently developed but independently funded outside of Consortium; or (3) continuation (improvement or subsequent) Intellectual Property (including so-defined processes) of the respective Parties. Any Party will, prior to task commencement, identify those tasks it will work on under this and within the Consortium based upon the tasks assigned to it under the Agreement or upon tasks to which the Management Committee is otherwise empowered to redirect it.

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(c) All Parties grant to each other royalty-free, non-exclusive, perpetual, sub-licensable license under their Consortium Intellectual Property to make, use, and have produced or manufactured, any invention, creation or development, however such licenses shall be restricted solely to the performance of tasks under these Articles or under the Project Statement. Such licenses shall survive the resignation of any granting Party from the Consortium.

(d) All Parties agree to negotiate with other Parties to grant royalty bearing licenses with reasonable terms and conditions to Consortium Intellectual Property which they own for purposes other than set forth in these Articles.

(e) The Consortium favors, subject to ARPA requirements, an open-publication policy to promote the commercial acceptance of the technology for TRAUMA CARE INFORMATION MANAGEMENT, but simultaneously desires to protect the Proprietary Information of the Parties developed both within and without the Consortium because successful commercialization of aspects of the technology by some of the Parties may depend on the proprietary nature of the information. Each Party will individually decide whether to publish its own technical data or maintain it as proprietary. However, in the performance of the Consortium, proprietary information or hardware of one Party will necessarily be disclosed to or used by another Party. A Proprietary Information Exchange Agreement is incorporated herein and is found at Appendix "A", and the Parties will assure that their employees participating in the Consortium conform to its terms.

(f) Notwithstanding the Proprietary Information Exchange Agreement, when one Party's work depends upon the Proprietary Information of another Party, the technical data may be published to the extent that such data (i) is required for a description of the Party's work, (ii) does not disclose proprietary software or details of proprietary hardware, and (iii) relates primarily to system performance and characteristics. However, publication of the proprietary technical data may be delayed by its owner for a time period enabling filing of patent applications, a period of no more than twelve (12) months, but in no case will publication be delayed beyond six months after submission of the final report for this project. In the event that the Party's work depends on proprietary hardware or software developed by another Party in tasks outside the Consortium, the system performance and characteristics may be published, but only after the delay period for patent filing. In no event shall such disclosure in any way reveal the Proprietary Information or the implementation necessary to achieve the system performance.

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(g) Each Party will select its inventions for which it applies for patents. The Party is further responsible for prosecuting those applications and maintaining the resulting patents, both in the U.S. and in foreign countries. Any Party jointly owning an invention may file a patent application for it, and the co-owning Parties will in good faith cooperate in the filing and prosecution.

(h) Any patent application filed claiming Consortium Intellectual Property shall include a government interest paragraph. The Management Committee shall approve this "government interest" paragraph prior to award. The inventing Party will report a patent application claiming any Consortium Intellectual Property to the Management Committee within one month of the filing and upon request, provide a copy of the application including a short abstract but without claims, to the Management Committee. The Management Committee will timely report the invention including the short abstract to all applicable Parties and to ARPA, as required by ARPA. Any applicable Party or ARPA, upon written request, may obtain copies of the application with Management Committee approval. However, all such patent information shall be covered by the Proprietary Information Exchange Agreement and shall not be disclosed by ARPA to non-governmental personnel until the respective patents have issued.

(i) The Funding Agreement for the Project Statement may provide for the government to obtain certain rights in the Consortium Intellectual Property. Each Party agrees to such government rights in its Consortium Intellectual Property subject to the exclusions of §6(b). The Intellectual Property Rights provided to the Consortium by the Funding Agreement shall be provided in turn to the Parties according to the terms of these Articles. The Parties will cooperate with the Management Committee in performing any reporting, election, and rights predetermination to ARPA regarding Intellectual Property as required by the Funding Agreement and to provide the required information to the Management Committee at least thirty (30) days before such information is required by the Funding Agreement.

7. (a) The Financial Provider will receive funds from ARPA, deposit such funds in a deposit account opened in the name of the Consortium or its Parties, disperse such funds available to the Consortium as directed by the Management Committee or as required by separate agreement with ARPA and will advise the Management Committee on the finances of the Consortium. Additionally, the Financial Provider shall prepare all cost reports required by the Funding Agreement and submit to ARPA in accordance with the appropriate schedules. Each Party shall provide the required cost inputs to permit the Financial Provider to meet the reporting requirements. These tasks shall be paid for by the Consortium.



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(b) The Funding Agreement for the Project Statement may provide for certain rights of the government to audit the financial records of the Consortium. Each Party agrees that it will reasonably cooperate with an audit of the Consortium and will allow an audit of its own financial records as required by the law. The Financial Provider shall be the primary focal point for supporting these audits. All audit rights shall be limited to U.S. Government employees or the audits shall be performed by an independent outside auditor.

8. THE PARTIES DISCLAIM ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, THE IMPLIED WARRANTIES FOR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TO EACH OTHER, TO ANY AGENCY, AND TO THIRD PARTIES FOR ACTIONS, OMISSIONS, PRODUCTS, NON-CONFORMITIES, DEFECTS, LIABILITIES, OR INFRINGEMENT ARISING OUT OF THE ACTIVITIES OF THE CONSORTIUM. The Parties are bound to each other and to ARPA entering into an agreement with the Consortium by a duty of only good faith and "reasonable efforts" research in achieving the goals of the Consortium. Joint and several liability will not attach to the Parties of the Consortium so that no Party is responsible for the actions of another Party but is responsible only for those tasks assigned to it and to which it agrees in a separately executed Funding Agreement. THE PARTIES FURTHER DISCLAIM ANY LIABILITY FOR CONSEQUENTIAL, INDIRECT, OR SPECIAL DAMAGES. IN NO EVENT SHALL A PARTY'S LIABILITY- UNDER THIS AGREEMENT EXCEED THE FUNDING IT HAS RECEIVED UP TO THE TIME OF INCURRING SUCH LIABILITY. **Any** Party may waive any right, breach or default which such Party has the right to waive, provided that such waiver shall not be effective against the waiving Party unless it is in writing, is signed by such Party, and specifically refers to these Articles. No waiver of any breach of any agreement or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof nor of any other agreement or provision herein contained.

9. No one Party has the obligation to disclose to another Party (i) information not required for the cooperative research set forth above, or (ii) any market data or plans except as such information is made publicly available.

10. (a) These Articles are not intended to be, nor shall they be construed, by implication or otherwise, as an agreement to establish a partnership (limited or otherwise), a corporation or other formal business organization or as a procurement "contract" or a **"grant** agreement" as such terms are defined under 31. **U.S.C.** Sections 6303 and 6304, respectively. No Party can be bound by another Party acting as its agent except as specifically stated in these Articles. Each Party acts as an independent contractor subject only to the terms and conditions stated herein and in the Funding Agreement with ARPA.

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(b) No Party shall be obligated to provide any capital contribution, loan, guarantee, or other financing commitment for the benefit of the Consortium, unless required for such Party's portion of the Project Statement and such Party agrees in writing herein or otherwise.

11. Except and to the extent as specifically set forth herein, nothing in these Articles shall be construed as conferring by implication, estoppel or otherwise any license or right under any patent, copyright, trade secret, trademark or other proprietary right of any Party.

12. Except for the disclosure of basic information regarding this Consortium: i.e., membership, purpose and a general description of the technical work, formal written approval by all Parties is required for any specific publicity or advertising relative to this Consortium Agreement. However, the Parties agree that notification of the establishment of this Joint Research and Development Venture shall be filed by Rockwell on behalf of the Parties with the U.S. Attorney General and the Federal Trade Commission in accordance with the provision of the National Cooperative Research Act of 1984 within 90 days of execution of these Articles and after adequate review by all Parties. The costs of this filing shall be borne by the Consortium.

13. (a) These Articles and the Consortium shall continue after execution of these Articles until 30 September 1995 or earlier under any provision of sub-section (b) hereof. It may be renewed at any time prior to the expiration of the term of these Articles by letter agreement signed by the authorized representatives of all the Parties who are Parties at that time.

(b) These Articles shall terminate if (i) disapproval by the Attorney General or the Federal Trade Commission; (ii) termination of the funding of the Project Statement by ARPA; or (iii) no funding is provided by ARPA by 31 December 1993. In the event of Termination for any reason, this agreement shall remain in full force until it is specified by the Management Committee, that all business matters between the Parties has been properly settled and closed out.

(c) The obligations of confidentiality set forth in Section 6 hereof shall survive termination of these Articles.

14. The Funding Agreement from ARPA may impose certain requirements upon the Consortium or its Parties regarding reporting, accounting, civil rights, Intellectual Property, and technology transfer information or transferring of Intellectual Property generated with funds provided by ARPA. A Party, by acceptance of such ARPA funds, agrees to



REV.G

- (9) UNIVERSITY OF SOUTHERN CALIFORNIA FAX 213-740-6070  
ATTEN: BARBARA LEWIS, SR. CONTRACTS & GRANTS  
ADMINISTRATOR  
DEPT. OF CONTRACTS AND GRANTS  
UNIVERSITY PARK, CA 90089-1147
- (10) UNIVERSITY OF TEXAS at ARLINGTON  
ATTEN: ARTIE BRIGGS, FAX 817-273-3784  
P.O. BOX 19015  
ARLINGTON, TX 76019
- (13) AMERICAN TELEPHONE AND TELEGRAPH, BELL LABS  
ATTEN: TED DONOVAN FAX 708-979-5649  
2000 N. NAPERVILLE ROAD  
RM. 6X4-230  
NAPERVILLE, IL 60566

Or such other addresses or telecopier or facsimile numbers as shall be furnished by like notice by such Party. Any such notice or communication given by mail shall be deemed to have been given three, (3) business days after the date so mailed, and any such notice or communication given by telecopier shall be deemed to have been given when sent by telecopier and the appropriate answer back received.

16. **RESERVED**

17. Neither these Articles nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable without the prior written consent of all other Parties except to the Parties' wholly owned subsidiaries, corporate parents or such corporate parents' wholly owned subsidiaries.

18. (a) These Articles shall first become effective on the date all Participants have signed these Articles. These Articles shall be effective as to any of the other Parties on the date such other Party(ies) execute these Articles.

(b) These Articles may be executed in counterparts each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

19. The Parties shall further execute, sign or do or procure to be executed, signed and done all such further deeds, documents and acts as may be reasonably required to enable the Parties freely and fully to pursue the goals assigned to them in the Project Statement.

REV.H

20. These Articles shall be governed by the laws of the (TBD prior to award)

21. These Articles constitute the entire agreement of the Parties and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions among the Parties, whether oral or written, with respect to the subject matter hereof.

IN WITNESS WHEREOF, each of the Parties has caused these Articles to be executed by its duly authorized representatives on the respective dates entered below.

ROCKWELL INTERNATIONAL-CCSD

ISX CORPORATION

\_\_\_\_\_

X \_\_\_\_\_

\_\_\_\_\_  
Title

-----  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

MCG RESEARCH INSTITUTE, INC.

TEXAS INSTRUMENTS

\_\_\_\_\_

X \_\_\_\_\_

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

NCR CORPORATION

X \_\_\_\_\_

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

RI SCIENCE CENTER

X \_\_\_\_\_

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

USUHS

X \_\_\_\_\_

JAMES A. ZIMBLE, M.D.,  
Title PRESIDENT

\_\_\_\_\_  
Date

UNIVERSITY OF TEXAS (UTA)

\_\_\_\_\_

RYAN C. AMACHER  
Title: PRESIDENT  
Date

AMERICAN TELEPHONE AND TELEGRAPH

\_\_\_\_\_

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

USC-IS1

X \_\_\_\_\_

DENNIS F. DOUGHERTY  
Title SR. VICE PRESIDENT,  
ADMINISTRATION

\_\_\_\_\_  
Date

6. U. T. Dallas: Approval of an Affiliation Agreement with St. Paul Medical Center, Dallas, Texas, and Authorization for the Executive Vice Chancellor for Academic Affairs to Execute Agreement.--Approval was given to the affiliation agreement set out on Pages 42 - 50 by and between The University of Texas at Dallas and St. Paul Medical Center, Dallas, Texas, a Texas nonprofit corporation.

Further, the Executive Vice Chancellor for Academic Affairs was authorized, on behalf of the U. T. Board of Regents, to execute this agreement with the understanding that any and all specific agreements arising from the agreement are to be submitted for prior administrative review and approval as required by the Regents' Rules and Regulations.

This agreement is designed to establish a program of exchange and collaboration in areas of interest and benefit to both institutions.

HEALTHCARE EDUCATIONAL **EXPERIENCE**  
AFFILIATION **AGREEMENT**

Parties

THIS AFFILIATION AGREEMENT is made and entered into, effective as of the 15th day of August, 1993, by and between ST. PAUL MEDICAL CENTER ("**SPMC**"), a Texas non-profit corporation having its principal office at 5909 Harry Hines Blvd., Dallas, Dallas County, **Texas** 75235, and The University of Texas at Dallas, ("**UTD**"), located in the City of Richardson, County of Dallas, State of Texas, on behalf of its Callier Center.

Recitals

WHEREAS, SPMC now operates a tertiary care hospital and other facilities located in Dallas, Texas, and therein **provides** healthcare services for persons in need of such services, and UTD provides an academic program with respect to health **care**; and

WHEREAS, UTD periodically desires to provide healthcare related educational experiences for its students, which **are** not otherwise available **to** them under the existing program of UTD, by utilization of appropriate facilities and personnel of SPMC; and

**WHEREAS**, SPMC is committed to a goal **of** providing the best obtainable supply of personnel educated in the field of healthcare as being in the best interests of the community and believes that achievement of such goal can best be accomplished by affording healthcare students the opportunity to participate in meaningful educational 'experiences as part of an academic healthcare program, through utilization of appropriate facilities and personnel of SPMC; and

WHEREAS, in **order** to accomplish such goals and objectives, SPMC and UTD intend to establish and implement from time to time, one or more educational experience programs which will involve the facilities and personnel of SPMC, and the students and personnel of **UTD**;

NON, THEREFORE, in consideration of the premises and **of** the benefits derived and to be derived therefrom and from the program or programs established and implemented by said parties, SPMC and UTD agree as follows:



Agreement

Section 1.           AFFILIATION AND PROGRAM AGREEMENTS

(a) **Programs Require Affiliation Agreement.** Any program agreed to by and between UTD and SPMC, ***during*** the term of this Affiliation Agreement, for purposes of achieving the above described goals and objectives of said parties (hereinafter **called "Student Educational Experience Program" or "Program"**) shall be covered by and subject to the terms, ***provisions;*** and conditions of **this** Affiliation Agreement.

(b) **Written Agreement Required.** Each respective Program shall not become effective until all agreements between the **parties** with respect to such program have been reduced to writing ("Program Agreement"), and **executed** by the duly authorized representatives of SPMC and UTD.

Section 2.           **RESPONSIBILITIES OF UTD**

(a) **Student Assignments.** UTD shall ***assign for participation*** in each Program only those students who have satisfactorily completed those portions of its curriculum which, according to each Program **Agreement**, are prerequisite to such participation, all as determined by **UTD** in its sole discretion.

(b) **Names of Students.** UTD shall furnish **SPMC** with the names of the students assigned by **UTD** to participate in the Program.

(c) **Appointment of Coordinator.** UTD shall appoint a person to serve for UTD as coordinator ("Coordinator") to the faculty and students engaged in the program. The person must have the prior written approval of **SPMC** to be accepted as Coordinator. Not later than thirty (30) days **prior** to the date the Coordinator appointment is to become effective, UTD shall furnish in writing to **SPMC** the name and professional and academic credentials of the person proposed by UTD to be Coordinator. Within ten days after receipt of same, SPMC shall notify **UTD** of **SPMC's** approval or disapproval of such person. In the event **the** Coordinator becomes unacceptable to **SPMC** after appointment, and **SPMC** so notifies UTD in **writing**, UTD will appoint another person to serve as Coordinator in accordance with the procedure **stated** in the first sentence of this subsection.

(d) **Compliance with SPMC Policies and Procedures.** UTD agrees not to do anything that would be inconsistent with the policies of SPMC **governing operation** of the hospital, including, but **not** limited to, all solicitation and distribution policies and all medical, moral, operational, and ethical policies, including those set forth

in the Ethical and Religious Directives for Catholic Health Facilities and in the SPMC Medical Center Policy Manual. **UTD** shall require **UTD's** students, agents and **employees, UTD's** subcontractors, if **any**, and employees and agents of **UTD's subcontractors, if any**, to abide by such policies. If **SPMC** determines that a person, whether it is the **UTD**, a student, an agent or employee of **UTD**, a subcontractor of **UTD**, or an employee or agent of a subcontractor of **UTD**, is doing anything that would be inconsistent **with** such policies, rules, and regulations, **SPMC** shall be authorized to require the person to cease performing under this Affiliation Agreement and to leave the **SPMC** premises immediately.

(e) Health Screening. If **SPMC** requests, **UTD**, **UTD's** students, any employees or agents of **UTD**, any subcontractor of **UTD**, and any employees of subcontractor, shall undergo health screening deemed necessary for the welfare and safety of **SPMC's** patients and staff. If screening is refused or if such screening reveals any health risk exists to personnel or patients of **SPMC** on account of any medical or physical condition of an individual screened, **SPMC** shall be entitled to deny the individual entry to **SPMC** facilities and to require the individual to cease performing under this Affiliation Agreement.

### Section 3. RESPONSIBILITIES OF **SPMC**

(a) General Responsibilities. Except for certain acts to be **performed by UTD pursuant to express provisions** of this Affiliation Agreement, **SPMC** shall furnish **the premises, personnel, services, and all other things necessary for each Educational Experience Program, as specified in each Program Agreement**.

(b) Compliance with Law. **SPMC** shall use good faith efforts to comply with federal, state and municipal laws, ordinances, rules and regulations applicable to performance by **SPMC** of its obligations under this Affiliation Agreement, and applicable accreditation requirements, and to certify such accreditation compliance to **UTD** or other entity when requested to do so by **UTD**.

(c) Accreditation Inspections. **SPMC** shall permit the authority responsible for accreditation of **UTD's** curriculum to inspect such facilities, services and other things provided by **SPMC** pursuant to this Affiliation Agreement as are necessary for accreditation evaluation.

(d) Appointment of Liaison. **SPMC** shall appoint a person to serve for **SPMC** as liaison ("Liaison") to the faculty and students engaged in the program. The person must have the prior written approval of **UTD** to be accepted as Liaison. Not later than thirty (30) days prior to the date the Liaison appointment is to become

effective, **SPMC** shall furnish in writing to UTD the name and professional and academic credentials of the person proposed by SPMC to be Liaison. Within ten days after receipt of same, UTD shall notify SPMC of **UTD's** approval or disapproval of **such** person. In the event the Liaison becomes unacceptable to UTD after appointment, and UTD so notifies SPMC in writing, SPMC will appoint another person to serve as Liaison in accordance with the procedure stated in the first sentence of this subsection.

Section 4. **INTELLECTUAL PROPERTY**

(a) Student Requirements. UTD shall require participating students to enter into a written agreement with UTD and SPMC that the students will not publish any material relating to the Program, or their experience in participating therein, without the prior written approval of UTD and SPMC.

(b) Name, Logo, Trademark, Tradename. Neither party shall use the other's name, **logo**, trademarks or tradenames, or other intellectual property, without first obtaining the other's prior written consent.

Section 5. **INSURANCE**

UTD shall require participating students to obtain liability insurance and have same in force during any Program Agreement. Participating students shall furnish **proof of** such insurance to SPMC in writing upon its request.

Section 6. **INDEMNIFICATION**

UTD and SPMC each shall, to the extent authorized under the constitution and laws of the State of Texas, indemnify and hold each other harmless from liability resulting from their respective acts or omissions resulting in injury, loss or damage arising in connection with the performance or terms of this Affiliation Agreement, including, but not limited to damage to hospital or university property or property of others, or injury to hospital or university employees or any other person. Neither shall hold each other harmless from any claims, demands, or causes of action arising in favor of any person or entity, growing out of, incident to, or resulting directly or indirectly from the sole negligence of the other, its officers or employees, or any person or entity not subject to the other's supervision or control.

Section 7. TERM, TERMINATION; CANCELLATION OF PROGRAMS

(a) **Term.** This Affiliation Agreement shall become effective when approved by both parties. When so approved, **this** Affiliation Agreement shall become effective on the date of such approval and shall continue in effect for an initial term ending one year after the date and year of execution by **SPMC** and, after such **initial** term, from year to year unless one party shall have given one hundred eighty **(180) days'** prior written notice to the other party of intention to terminate this Affiliation Agreement.

(b) Notice of Termination. If notice of termination is given, this Affiliation Agreement shall terminate:

- (1) at the end of term of this Affiliation Agreement during which the last day of such one hundred eighty **(180)** day notice period falls; **or**
- (2) when all students enrolled in each Program at the end of the term of this Affiliation Agreement have completed their **respective** course<sup>8</sup> of study under each Program; whichever event last occurs.

(c) Cancellation. Each respective Program may be canceled by either **party by** giving such written notice to the other of its intention to terminate the Program as provided in the Program Agreement. The Program shall automatically terminate upon termination of this Affiliation Agreement.

Section 8. GENERAL PROVISIONS

(a) **Binding Agreement.** This Affiliation Agreement shall not be binding on either party until appropriately executed. In the case of SPMC, this means that the Affiliation Agreement must be recommended by both a Department Director and an Administrative Manager, approved as to form by the SPMC General Counsel, and executed by the President of SPMC **or** the President's designee. Once it is appropriately executed, this Affiliation Agreement shall be binding and shall inure to the benefits of the parties and their respective successors and assignees.

(b) **Assignment.** This Affiliation Agreement may not be assigned, transferred, or otherwise conveyed by **UTD** without, the express written agreement of SPMC.

(c) Independent Contractor. It is expressly understood, agreed to, and stipulated by and between the parties hereto that the UTD executing this Affiliation Agreement is an independent contractor.

Neither UTD nor **UTD's** students, employees, or subcontractors shall be deemed or construed to be an agent, servant, or employee of SPMC or of any of **SPMC's** principals, partners, enterprises, or affiliates within the meaning of the Workers' **Compensation** Act of the State of Texas, any other statute, or under the common law of the State of Texas. It is mutually agreed and understood by and between the parties hereto that SPMC shall have no right of direction or control over the performance of this Affiliation Agreement by UTD save and except as to the **results to** be accomplished and that UTD enters into this Affiliation Agreement with the definite and affirmative understanding and agreement that UTD is entering into the same as an independent contractor controlling UTD's own movements and operations and those of **UTD's** students, employees and/or subcontractors, if any, and reserving unto the said UTD all right to control the same. **SPMC** hereby surrenders all right or claim of right to control UTD, UTD's students, UTD's employees, or UTD's subcontractors and/or employees in the performance of this Affiliation Agreement.

(d) No Waiver. A delay or failure of performance of either party shall not constitute default hereunder, or give rise to any claim for damages, if and to the extent such delay or failure is caused by occurrences beyond the control of either party.

(e) Affiliation Agreement Prevails Over Program Agreement. In the event of conflict between the text of a **Program** Agreement and the text of this Affiliation Agreement, this Affiliation Agreement shall govern.

(f) Noticer. All notices under this Affiliation Agreement shall be provided to the party to be notified in writing, either by personal delivery or by United States mail. All notices under this Affiliation Agreement shall be deemed given to a party when received by such party's designated representative at the following addresses:

If to UTD:

\_\_\_\_\_

Attention: \_\_\_\_\_

With copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention:  
\_\_\_\_\_

If to SPMC:

Anthony L. Bunker, **President**  
St. Paul Medical Center  
5909 Harry Hines Blvd.  
Dallas, Texas 75235

With copy to:

John L. **Darrouzet**, General Counsel  
St. Paul Medical Center  
5909 Harry **Hines** Blvd.  
Dallas, **Texas** 75235

A **party's address** may be changed only by giving the other party 15 days written notice of such change of **address**.

(q) Good Faith Cooperation. The parties agree to cooperate in the implementation of the **provisions, terms, and conditions** of this Affiliation Agreement and shall have their **respective** representatives interact with each other on a good faith **basis**.

(h) Governing Law. This Affiliation Agreement **shall** be construed under and in accordance with the **laws** of the State of **Texas**, and all **obligations** of the parties created hereunder are performable in **Dallas** County, Texas.

(i) Severability. If any one or more **of the provisions** contained in **this** Affiliation Agreement **shall** for any reason be held to be invalid, illegal, or unenforceable in any **respect**, such **provision** or provisions shall be deemed null and void and this Affiliation Agreement **shall** be construed and continue in effect as if such provision or **provisions** had never been contained herein.

(j) Captions. The captions in this Affiliation Agreement are for convenient reference only and shall not define or limit the **provisions** of **this** Affiliation Agreement.

(k) Counterparts. This Affiliation Agreement may be executed by parties to **this** Affiliation Agreement on any number of **separate** counterparts and all of said counterparts taken together **shall** be deemed to constitute one and the same instrument.

(l) Amendments. No **amendments** to **this** Affiliation Agreement shall be valid **unless** in writing and signed by the duly authorized representative **of** the parties. After each Program Agreement becomes effective, no amendment thereto shall be valid **unless** in writing and executed by the duly authorized **representatives of** SPMC and UTD.

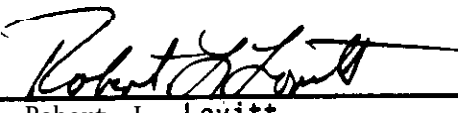
(m) Entire Agreement. All the agreements between the parties on the **subject** matter hereof have been reduced to writing herein. No oral representations of any officer, agent, or employee of **UTD** or **SPMC**, either before **or** after the effective date of this Affiliation Agreement, shall affect or modify any obligations of either party hereunder or under any Program Agreement.

[Remainder **of** page intentionally left blank]

Execution

Executed by UTD and SPMC by their respective, authorized representatives on the day and year written below in duplicate copies, each of which shall be deemed an original.

**THE UNIVERSITY OF TEXAS AT DALLAS:**

By:   
Name: Robert L. Lovitt  
Title: Vice President for Business Affairs

**ST. PAUL MEDICAL CENTER:**

By: \_\_\_\_\_  
Anthony L. Bunker, President  
5909 **Harry Hines** Blvd.  
Dallas, Texas 75235

Recommended  
for approval:

\_\_\_\_\_  
**James E. Eastham, Executive Vice President**  
Chief Operating **Officer**

Approved as  
to form:

\_\_\_\_\_  
John L. Darroutet  
General Counsel



7. U. T. El Paso: Appointment of Dr. Gary J. Mann as Initial Holder of the El Paso Community Professorship in Accounting in the College of Business Effective Immediately.--The Board appointed Dr. Gary J. Mann, Associate Professor of Accounting and Chair of the Accounting Department at The University of Texas at El Paso, as initial holder of the El Paso Community Professorship in Accounting in the College of Business effective immediately.
  
8. U. T. San Antonio: Establishment of a Bachelor of Arts Degree in Mexican-American Studies and Authorization to Submit the Degree Program to the Coordinating Board for Approval (Catalog Change).--Authorization was granted to establish a Bachelor of Arts degree in Mexican-American Studies at The University of Texas at San Antonio and to submit the proposal to the Texas Higher Education Coordinating Board for review and appropriate action. In addition, the Coordinating Board will be asked to amend the U. T. San Antonio Table of Programs to reflect authorization for the degree program. The degree program is consistent with U. T. San Antonio's mission and its plans for offering quality degree programs to meet student needs.

The Bachelor of Arts degree in Mexican-American Studies is a 120 semester credit hour degree which integrates course work from an interdisciplinary area (Mexican-American Studies) with an area of concentration in one of four fields: history, political science, sociology, or Spanish. The program, which will require 21 credit hours in Mexican-American Studies and 18 credit hours in the area of concentration, will be administered by the Division of Bicultural-Bilingual Studies in the College of Social and Behavioral Sciences. It is anticipated that the first students will be enrolled in the program in the fall of 1994.

Since there are 42 tenure-track faculty who are available to teach in the program, all with doctoral degrees and most with extensive publishing and teaching records, no new faculty will be required to offer the program. Only one new seminar course will be added. If demand reaches the expected level, it may be necessary to reallocate existing resources which would also cover any support personnel and supplies that would be needed. Increases in library expenditures to support the program are marginal given U. T. San Antonio's existing programs and strengths in this and related areas and will be met initially through special item funding and eventually through PUF requests.

Upon approval by the Coordinating Board, the next appropriate catalog published at U. T. San Antonio will be amended to reflect this action.

\*\*\*\*\*

At the conclusion of the Academic Affairs Committee meeting, Committee Chairman Holmes made the following statement:

I would like to share with the Board a matter that came out of a discussion that some of us had yesterday (October 7). Chairman Rapoport, Chancellor Cunningham, Mr. Burck, Dr. Duncan, Mr. Dilly, and myself met with a group of African-American leaders from Dallas who were raising concerns with us about several matters particularly regarding the search process for the new President of The University of Texas at Dallas. I think it was a very helpful meeting and we were able to share some concerns and express concerns that were helpful to all of us. One of the things that came out of that meeting that I would like for us to consider is upon us. What I would like for us to do based on some of the questions that were raised is to review our rules regarding the makeup of the selection committees for presidential searches and the search process to be sure that we are following the spirit and the letter of our legislation prior to the time we name the search committee for U. T. Dallas. Also I want to suggest that we stop and put forth every effort to ensure that the selection process for the new president include input from the group that we met with or other groups that have come before us concerning this committee and the search process.

Chairman Rapoport expressed appreciation for Regent Holmes' suggestion and indicated the search process would be followed to the letter.

See Pages 72 and 106.

REPORT AND RECOMMENDATIONS OF THE HEALTH AFFAIRS COMMITTEE (Pages 53 - 60).--In the absence of Committee Chairman Ramirez, Regent Cruikshank reported that the Health Affairs Committee had met in open session to consider those matters on its agenda and to formulate recommendations for the U. T. Board of Regents. Unless otherwise indicated, the actions set forth in the Minute Orders which follow were recommended by the Health Affairs Committee and approved in open session and without objection by the U. T. Board of Regents:

1. U. T. Southwestern Medical Center - Dallas and U. T. Medical Branch - Galveston: Approval of Revised Mission Statements and Authorization to Submit the Statements to the Coordinating Board for Approval.--The Board approved the revised Mission Statements for The University of Texas Southwestern Medical Center at Dallas and The University of Texas Medical Branch at Galveston as set out on Pages 54 - 57 and authorized submission of these Mission Statements to the Texas Higher Education Coordinating Board for approval.

These Mission Statements for the U. T. Southwestern Medical Center - Dallas and the U. T. Medical Branch - Galveston have been revised to emphasize the institutional commitment to the training of primary care physicians and to serving the health-care needs of rural and other underserved areas in the State of Texas.

It was reported that these revised Mission Statements shall supersede the Mission Statements previously approved in December 1985 and any subsequent revisions.

Chairman Rapoport noted that in a briefing to the Board earlier this date President Wildenthal had presented a very comprehensive report on the educational efforts to train primary care physicians and to prepare physicians who will practice in the underserved areas in this state. He then commended President Wildenthal on that institution's focus to deliver quality medical care for indigent patients and to provide access to expert referral medical care for all.

## THE UNIVERSITY OF TEXAS SOUTHWESTERN MEDICAL CENTER AT DALLAS

### MISSION, ROLE AND SCOPE

The University of Texas Southwestern Medical Center at Dallas is a component institution of The University of Texas System and is **committed** to pursuing high standards of achievement in instruction, research, and clinical activities. Since its inception in 1943, UT Southwestern has evolved as one of the leading biomedical institutions in the country and its programs are designed and implemented with the intent to sustain this progress in the future.

As an academic health science center, the central mission of the institution is to educate health professionals whose lifelong career objectives will be to provide the best possible care, apply the most appropriate treatment modalities, and continue to seek information fundamental to the treatment and prevention of disease. Within an environment of interdisciplinary activity and academic freedom at Southwestern, students receive training from faculty scholars who have in-depth expertise in the many specialties of health care and the biomedical sciences. Faculty members also engage in research and patient care so that they can generate new knowledge in the fight against disease and **maintain** their **clinical** skills while serving the people of Texas to the best of their ability. Research findings are made available directly to students and indirectly to the general public as practicing professionals adopt new treatment modalities. The focus of the faculty, students, and administration at The University of Texas Southwestern Medical Center at Dallas will remain on providing exemplary educational programs, creating new knowledge, delivering quality medical care, maintaining the highest ethical standards, advancing the scientific basis of medical practice, and demonstrating concern and compassion for all people. Every aspect of the university's operation will be conducted in as cost-effective a manner as possible.

The institution consists of the Southwestern Medical School, the Southwestern Graduate School of Biomedical Sciences, and the Southwestern School of Allied Health Sciences and offers degrees and programs with subject matter limited to health related fields.

The central purpose of The University of Texas Southwestern Medical School at Dallas is to produce physicians who will be inspired to maintain lifelong medical scholarship and who will apply the knowledge gained in a responsible and humanistic manner to the care of patients. The Southwestern Medical School has assumed responsibility for the continuum of medical education. The institution offers instructional programs not only in undergraduate medical education leading to the M.D. degree, but also graduate training in the form of residency positions and fellowships as well as continuing education for practicing physicians and medical scientists. An important focus of the educational effort is training primary care physicians and preparing doctors who will practice in underserved areas of Texas. Another instructional role of **SWMS** faculty members is that of fully preparing those medical students who seek a career in academic medicine and research,

including the opportunity to earn both the M.D. and Ph.D. degrees simultaneously.

The Southwestern Graduate School of Biomedical Sciences provides well-qualified individuals seeking an M.A., M.S., or Ph.D. degree with the opportunity and the encouragement to investigate rigorously and be creative in solving significant problems in the biological, physical, and behavioral sciences. In addition to acquiring information in their area of research expertise, graduate students at the Southwestern Medical Center are encouraged to develop and test new ideas in the classroom and to **communicate** their ideas to others within the research-oriented medical community. Although enrolled in a specific program, the students are not restricted to courses in their major field of study. Exposure to a wide variety of academic disciplines is necessary to prepare each individual for the rapidly changing emphasis in the biomedical sciences. Therefore, graduate students at UT Southwestern gain a wide perspective of contemporary biomedical science through interdisciplinary courses, seminars and informal discussions involving scholastic interaction with students and faculty from other educational programs within the University.

The educational programs of the Southwestern Allied Health Sciences School have been established to educate individuals at the baccalaureate level and above for those professions which support the health care delivery team concept. The School offers eight baccalaureate degree programs, two post-baccalaureate courses of study, a certificate program, and graduate programs in cooperation with the Southwestern Graduate School of Biomedical Sciences. As an integral part of Southwestern Medical Center, the School works cooperatively in education, research, and service contexts. It prepares allied health professionals of the highest quality and competency to help meet health care needs of the people of Texas. Through research and scholarly pursuits related to health care, it advances scientific knowledge and practices of the allied health profession. It offers consultation, technical assistance, and professional services to meet education and health care needs of the community. In addition it contributes to the continued growth and development of allied health professions, including reduction of barriers to career advancement through pathways to graduate or post-graduate education. The School views its community obligations as being important and therefore works actively to publicize career opportunities and respond in an appropriate manner to the requirements of health care institutions, agencies, and service providers in the area.

THE UNIVERSITY OF TEXAS MEDICAL **BRANCH** AT GALVESTON

MISSION STATEMENT

UTMB enjoys a unique position among the health science centers in the State of Texas in that it operates, under a single administration, its academic and patient care programs and facilities. This unique position facilitates the integration of **UTMB's** education, research and patient care **programs** and thus provides a strong, synergistic environment as UTMB becomes that rare institution known for its consistent strength and commitment to excellence. UTMB will take advantage of this synergistic environment to accomplish its mission:

The mission of The University of Texas Medical Branch is to provide scholarly **teaching**, innovative scientific investigation, and state-of-the-art **patient** care.

**EDUCATION**

**UTMB** must educate Texas' most talented youth who have chosen to become physicians, physician specialists, nurse, biomedical scientists and allied health professionals to meet the **health** care needs of the citizens of Texas. ~~This includes a commitment to solving the need for primary care in medically under-served regions of this state.~~ Some of these individuals also must be **trained** to be effective teachers of the basics of health care sciences.

## **RESEARCH**

UTMB must discover and disseminate new scientific knowledge through high quality research programs to establish UTMB clearly as one of the outstanding academic health science centers in the nation. **Health policy and health care outcomes research are integral parts of this endeavor.**

## **PATIENT CARE**

UTMB must lead in the discovery of new approaches to the prevention and treatment of disease and in the application of this new knowledge. This effort requires superior patient care programs **including rural primary care** in each of its clinical departments, which will, in turn, nurture and support scholarly activities that underlie and nurture them.

## **PUBLIC SERVICE**

UTMB must, in its pursuit of scientific knowledge, education of students and provision of high quality patient care, also inform the **citizens** of Texas and society at large of matters that affect their health.

2. U. T. Medical Branch - Galveston (U. T. Allied Health Sciences School - Galveston) and U. T. Pan American: Establishment of a Cooperative Bachelor of Science Degree Program in Physician's Assistant (PA) Studies and Authorization to Submit the Degree Program to the Coordinating Board for Approval (Catalog Change).--Upon recommendation of the Academic Affairs and Health Affairs Committees, the Board established a cooperative Bachelor of Science degree program in Physician's Assistant Studies between the U. T. Allied Health Sciences School - Galveston of The University of Texas Medical Branch at Galveston and The University of Texas - Pan American and authorized submission of the proposal to the Texas Higher Education Coordinating Board for review and appropriate action.

In addition, the Coordinating Board will be asked to amend the U. T. Pan American Table of Programs to reflect authorization for this degree program. This program is consistent with U. T. Pan American's mission and its plans for offering quality degree programs to meet the educational needs of students and community constituents in its region.

This two-year program will place emphasis on the recruitment and acceptance of applicants located in the Texas-Mexico border region and will focus on training students for underserved primary care family practices where there is a shortage of primary care clinicians.

Fifteen students will be matriculated in year one of the professional phase of the program and the enrollment is projected to grow to a maximum of 30 students. The first junior class to be admitted will be in June of 1994, and the program will graduate its first class in August of 1996. The admission and degree requirements will be those already required in the Department of Physician's Assistant Studies in Galveston.

Seven faculty members at the U. T. Medical Branch - Galveston will serve as consultants to faculty located at U. T. Pan American and will travel to U. T. Pan American to teach in their specialty areas. Faculty members in the U. T. Medical School - Galveston currently provide lectures relating to clinical medicine in primary care. These lectures will be videotaped and shown to the students at U. T. Pan American when appropriate.

Three new faculty and a secretary will be hired the first year for the program at U. T. Pan American and a fourth faculty member will be added in the second year. No new courses will need to be added.

Upon approval by the Coordinating Board, the next appropriate catalog published at U. T. Pan American will be amended to reflect this action.

For the record, Executive Vice Chancellor for Health Affairs Mullins noted that Regent Ramirez had employed physician's assistants from the U. T. Medical Branch - Galveston in his medical practice in Rio Grande City.

Regent Cruikshank pointed out that this particular program indicates the efforts of this Board as well as the individual institutions to make certain that The University of Texas System is treating everyone throughout the state equally and making every effort to train primary care clinicians to benefit the citizens of this state.



3. U. T. Health Science Center - Houston: Appointment of Jorge Blanco, M.D., to the Board of Trustees of Affiliated Medical Services (AMS) Effective Immediately.--The Board appointed Jorge Blanco, M.D., Chief of Obstetrics and Gynecology at LBJ General Hospital and Vice Chair of the Department of Obstetrics, Gynecology, and Reproductive Sciences at The University of Texas Health Science Center at Houston, to the Board of Trustees of Affiliated Medical Services (AMS) effective immediately to serve until March 15, 1994.

With this appointment, the three members of the Board of Trustees of AMS as designated by the U. T. Board of Regents will be as follows:

<u>Name</u>	<u>Address</u>
Jorge Blanco, M.D.	5656 Kelley, Houston, TX 77026
Jan van Eys, Ph.D., M.D.	6431 Fannin, Houston, TX 77030
Frank Moody, M.D.	6431 Fannin, Houston, TX 77030

AMS is a nonprofit membership corporation organized for the purpose of providing health care to patients of the Harris County Hospital District by Baylor College of Medicine faculty, U. T. Health Science Center - Houston faculty, residents, fellows, and other health care professionals.

4. U. T. Health Science Center - Houston (U. T. Medical School - Houston): Establishment of a Department of Physical Medicine and Rehabilitation and Authorization to Submit the Proposal to the Coordinating Board for Approval (Catalog Change).--Upon recommendation of the Health Affairs Committee, the Board established a Department of Physical Medicine and Rehabilitation in the U. T. Medical School - Houston at The University of Texas Health Science Center at Houston and authorized submission of the proposal to the Texas Higher Education Coordinating Board for approval.

The establishment of a Department of Physical Medicine and Rehabilitation in the U. T. Medical School - Houston is an administrative change only. Currently a program in the Department of Neurosurgery, this conversion to a departmental status will significantly accelerate achievement of the educational goals of the U. T. Medical School - Houston and is highlighted in the institutional Strategic Plan. This administrative change will be responsive to the growing need for the specialty as the population ages and reconstructive procedures are developed and performed. This prevention-oriented specialty provides medical students exposure to the philosophy, skills, and techniques which are considered undersupplied in the United States. The department plans to develop a residency training program.

Funding to support the establishment of the department and the growth associated with this activity will require no new state funds. State resources will be reallocated from other departments and additional resources will come from contracts and clinical revenue.

Upon approval by the Coordinating Board, the next appropriate catalog published at the U. T. Health Science Center - Houston will be amended to reflect this action.

5. U. T. M.D. Anderson Cancer Center: Appointment of Initial Holders to Endowed Academic Positions Effective September 1, 1993 - (a) Michael J. Keating, M.D., to the Dr. Kenneth B. McCredie Chair in Clinical Leukemia Research, (b) Robert L. Jones, M.D., to The Helen Shafer Fly Professorship of Anesthesiology, in Honor of Bertha Davis-Clark, M.D., and (c) Ayten Cangir, M.D., to the W. W. Sutow Professorship in Pediatrics.--Approval was given to the following initial appointments to endowed academic positions at The University of Texas M.D. Anderson Cancer Center effective September 1, 1993:
- a. Michael J. Keating, M.D., Associate Vice President for Clinical Investigations and Professor of Medicine, to the Dr. Kenneth B. McCredie Chair in Clinical Leukemia Research
  - b. Robert L. Jones, M.D., Chairman of the Department of Anesthesiology and Critical Care Medicine and Deputy Head of the Division of Surgery and Anesthesiology, to The Helen Shafer Fly Professorship of Anesthesiology, in Honor of Bertha Davis-Clark, M.D.
  - c. Ayten Cangir, M.D., Professor of Pediatrics, to the W. W. Sutow Professorship in Pediatrics.

See Page 97 related to the redesignation of this Professorship.

REPORT AND RECOMMENDATIONS OF THE FACILITIES PLANNING AND CONSTRUCTION COMMITTEE (Pages 61 - 80).--Committee Chairman Temple reported that the Facilities Planning and Construction Committee had met in open session to consider those matters on its agenda and to formulate recommendations for the U. T. Board of Regents. Unless otherwise indicated, all actions set forth in the Minute Orders which follow were recommended by the Facilities Planning and Construction Committee and approved in open session and without objection by the U. T. Board of Regents:

1. U. T. System: Announcement of Retirement of Mr. Ralph S. Kristoferson, Director of the Office of Facilities Planning and Construction, Effective October 31, 1993.--At the outset of this committee report, Committee Chairman Temple shared with the Board and those in attendance a most disappointing announcement.

Mrs. Temple noted that Chancellor Cunningham and Executive Vice Chancellor for Business Affairs Burck had shared with her the unhappy news that Mr. Ralph S. Kristoferson, the effective, efficient, and dedicated Director of the Office of Facilities Planning and Construction, had elected to retire effective at the end of this month.

Mr. Kristoferson came to his present position in July 1971 bringing with him a Bachelor of Science in Civil Engineering from the U. S. Military Academy at West Point, a Master of Science in Civil Engineering from the Massachusetts Institute of Technology, and a nearly 27-year career as an officer of the U. S. Army Corps of Engineers.

In his more than 22 years with The University of Texas System, Mr. Kristoferson has directed an amazing growth in the physical facilities of the component institutions. One statistic illustrates the growth of his construction responsibilities. When Mr. Kristoferson came to the U. T. System in 1971, the value of the physical plant was recorded at \$562 million. As he prepares to retire, that investment in the physical plant exceeds \$4.5 billion, nearly a nine-fold increase.

Mrs. Temple noted that the Board is deeply grateful for Mr. Kristoferson's long and dedicated service to the U. T. System and congratulated him on the administration of a construction program in which he should have a genuine sense of pride and accomplishment.

On behalf of the Board and his many friends in the audience, Mrs. Temple wished Mr. Kristoferson health and happiness as he approached his second retirement.

Following Regent Temple's comments, Mr. Kristoferson received a standing ovation. On behalf of the Board, Chairman Rapoport then presented Mr. Kristoferson with a certificate of appreciation and expressed gratitude for his dedicated service to the U. T. System.

Mr. Kristoferson graciously accepted this accolade and expressed appreciation for the opportunity to serve the U. T. System. He stated that he was overwhelmed by all the kind words and considered everyone in the U. T. System "his family."

2. U. T. System Administration - Parking Structure: Authorization for Project; Approval for Executive Vice Chancellor for Business Affairs to Appoint a Project Engineer to Prepare Final Plans and Specifications; Authorization for Submission of the Project to the Coordinating Board, Advertisement for Bids, and Executive Committee to Award Contracts; Appropriation Therefor; and Approval of Use of Revenue Financing System Parity Debt, Receipt of Certificate, and Finding of Fact with Regard to Financial Capacity.--At the request of Committee Chairman Temple, Chancellor Cunningham made a brief presentation on the proposed construction of an additional parking structure at The University of Texas System Administration headquarters.

Upon recommendation of the Facilities Planning and Construction Committee, the Board:

- a. Authorized a project for a U. T. System Administration Parking Structure to be constructed on the site of the former drive-through banking facility located adjacent to Ashbel Smith Hall at an estimated total project cost of \$800,000
- b. Authorized the Executive Vice Chancellor for Business Affairs to appoint a Project Engineer, from a list submitted by the Office of Facilities Planning and Construction, to prepare final plans, specifications and a detailed cost estimate
- c. Authorized submission of the project to the Texas Higher Education Coordinating Board
- d. Upon completion of final review and receipt of approval from the Coordinating Board, authorized the Office of Facilities Planning and Construction to advertise for bids
- e. Authorized the Executive Committee to award all contracts associated with this project within the authorized total project cost
- f. Appropriated \$700,000 from Revenue Financing System Bond Proceeds and \$100,000 from building rental income balances generated by U. T. System Administration for total project funding.

Following a brief presentation by Executive Vice Chancellor for Business Affairs Burck related to the qualifications of this project for the U. T. System Revenue Financing System and in compliance with Section 5 of the Master Resolution Establishing The University of Texas System Revenue Financing System, approved by the U. T. Board of Regents in April 1990, amended February 14, 1991, and upon delivery of the Certificate of an Authorized Representative as set out on Page 64, the Board resolved that:

- a. Parity Debt shall be issued to pay the project's cost including any project costs paid prior to the issuance of such Parity Debt

- b. Sufficient funds will be available to meet the financial obligations of the U. T. System including sufficient Pledged Revenues as defined in the Master Resolution to satisfy the Annual Debt Service Requirements of the Financing System and to meet all financial obligations of the Board relating to the Financing System
- c. U. T. System, which is a "Member" as such term is used in the Master Resolution, possesses the financial capacity to satisfy its Direct Obligation as defined in the Master Resolution relating to the issuance by the U. T. Board of Regents of tax-exempt Parity Debt in the amount of \$700,000 for the construction of a parking structure
- d. This resolution satisfies the official intent requirements set forth in Section 1.150-2 of the U. S. Treasury Regulations.

The drive-through banking facility located on the southeast corner of West 7th and Lavaca Streets in Austin, adjacent to Ashbel Smith Hall, was acquired in November 1980 under a land exchange agreement with Texas Commerce Bank. Use of the facility for banking purposes ceased about two years ago. Under the agreement, Texas Commerce Bank is responsible for removing all existing structures on the tract at its own expense when it ceases to use the facility.

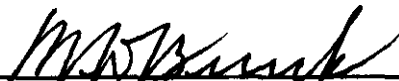
Attempts to rent the property over the last two years have been unsuccessful. An alternative use for the property is construction of a parking garage to accommodate up to 150 automobiles of persons working in U. T. System Administration buildings. Such a structure would reduce the need to lease commercial parking spaces generating a savings of more than \$87,000 a year at current leasing costs. Costs for continuing to lease commercial parking spaces are expected to exceed \$100,000 per year in the near future. It is anticipated that with the elimination of offsite parking fees, overall savings would result in payback of the investment in a parking structure in approximately ten years, resulting not only in convenience but also in an economically feasible project.

There is a large oak tree on a corner of the site for the proposed structure. If it is feasible, the tree will be preserved, even at the expense of losing some parking spaces if that should become necessary.

## PARITY DEBT CERTIFICATE OF U. T. SYSTEM REPRESENTATIVE

I, the undersigned Executive Vice Chancellor for Business Affairs of The University of Texas System, a U. T. System Representative under the Master Resolution Establishing The University of Texas System Revenue Financing System adopted by the Board on April 12, 1990 (the "**Master** Resolution"), do hereby execute this certificate for the benefit of the Board of Regents pursuant to Section 5(a)(ii) of the Master Resolution in connection with the authorization by the Board to issue "**Parity Debt**" pursuant to the Master Resolution to finance the cost of the construction of a U. T. System Parking Structure at Austin, and do certify that to the best of my knowledge the Board of Regents is in compliance with all covenants contained in the Master Resolution, First Supplemental Resolution Establishing an Interim Financing Program, and the Second Supplemental Resolution, and is not in default of any of the terms, provisions and conditions in said Master Resolution, First Supplemental Resolution and Second Supplemental Resolution.

EXECUTED this 8th day of October, 1993

  
Executive Vice Chancellor for Business Affairs

3. U. T. Arlington - Americans with Disabilities Act (ADA) Compliance Projects (Project No. 301-813): Appropriation of Funds and Approval of Use of Revenue Financing System Parity Debt, Receipt of Certificate, and Finding of Fact with Regard to Financial Capacity.--The Board, upon recommendation of the Facilities Planning and Construction Committee, appropriated \$300,000 from Permanent University Fund Bond Proceeds from the FY 1994 Capital Budget (Reserve Allocations for Repairs, Equipment and Library) and \$3,968,821 from Revenue Bond Proceeds which amounts, when combined with the \$217,937 in previous appropriations from General Fee Balances, will provide total project funding of \$4,486,758 for The University of Texas at Arlington Americans with Disabilities Act (ADA) Compliance Projects.

In compliance with Section 5 of the Master Resolution Establishing The University of Texas System Revenue Financing System, approved by the U. T. Board of Regents in April 1990, amended February 14, 1991, and upon delivery of the Certificate of an Authorized Representative as set out on Page 66, the Board resolved that:

- a. Parity Debt shall be issued to pay the project's cost including any project costs paid prior to the issuance of such Parity Debt
- b. Sufficient funds will be available to meet the financial obligations of the U. T. System including sufficient Pledged Revenues as defined in the Master Resolution to satisfy the Annual Debt Service Requirements of the Financing System and to meet all financial obligations of the Board relating to the Financing System
- c. U. T. Arlington, which is a "Member" as such term is used in the Master Resolution, possesses the financial capacity to satisfy its Direct Obligation as defined in the Master Resolution relating to the issuance by the U. T. Board of Regents of tax-exempt Parity Debt in the amount of \$3,968,821 for the construction of Americans with Disabilities Act (ADA) Compliance Projects
- d. This resolution satisfies the official intent requirements set forth in Section 1.150-2 of the U. S. Treasury Regulations.

The estimated total project cost, including architectural fees, is \$4,486,758 and was included in the FY 1994-1999 Capital Improvement Plan and FY 1994 Capital Budget. The foregoing action will amend the previous funding pattern as follows:

PUF Bond Proceeds	
Reserve Allocation for Repairs	\$ 300,000
Revenue Bond Proceeds	3,968,821
General Fee Balances	<u>217,937</u>
TOTAL	\$4,486,758

Completion of the work will be based upon priority and availability of funds with no single building retrofit project to exceed \$300,000.

## PARITY DEBT CERTIFICATE OF U. T. SYSTEM REPRESENTATIVE

I, the undersigned Executive Vice Chancellor for Business Affairs of The University of Texas System, a U. T. System Representative under the Master Resolution Establishing The University of Texas System Revenue Financing System adopted by the Board on April 12, 1990 (the "**Master** Resolution"), do hereby execute this certificate for the benefit of the Board of Regents pursuant to Section **5(a)(ii)** of the Master Resolution in connection with the authorization by the Board to issue "**Parity Debt**" pursuant to the Master Resolution to finance the cost of the construction of Americans with Disabilities Act (ADA) compliance projects at U. T. Arlington, and do certify that to the best of my knowledge the Board of Regents is in compliance with all covenants contained in the Master Resolution, First Supplemental Resolution Establishing an Interim Financing Program, and the Second Supplemental Resolution, and is not in default of any of the terms, provisions and conditions in said Master Resolution, First Supplemental Resolution and Second Supplemental Resolution.

EXECUTED this 8~~th~~ day of October, 1993

  
 \_\_\_\_\_  
 Executive Vice Chancellor for Business Affairs



4. U. T. Arlington - Maverick Stadium - Addition of Athletic Offices (Project No. 301-804): Approval of Preliminary Plans; Authorization for Increase in Project Cost and to Prepare Final Plans; and Authorization for Submission of the Project to the Coordinating Board.--In accordance with the authorization by the U. T. Board of Regents in August 1993, preliminary plans and specifications for The University of Texas at Arlington - Maverick Stadium - Addition of Athletic Offices have been prepared by the Project Engineer, Schrickel, Rollins and Associates, Inc., Arlington, Texas.

Upon recommendation of the Facilities Planning and Construction Committee, the Board:

- a. Approved preliminary plans and specifications for U. T. Arlington - Maverick Stadium - Addition of Athletic Offices
- b. Authorized an increase in the total project cost from \$783,250 to \$854,700 to be funded from Unexpended Plant Funds
- c. Authorized the Project Engineer to prepare final plans and specifications to be submitted to the U. T. Board of Regents for consideration at a future meeting
- d. Authorized submission of the project to the Texas Higher Education Coordinating Board.

Funding for the project will be from Interest Earned on Unexpended Plant Funds. This action will amend the amount of funding in the FY 1994-1999 Capital Improvement Plan and the FY 1994 Capital Budget.

5. U. T. Austin - Advocacy and Dispute Resolution Center: Authorization for Project; Appointment of 3D International, Houston, Texas, as Project Architect to Prepare Preliminary Plans; and Appropriation Therefor.--The Academic Affairs and Facilities Planning and Construction Committees recommended and the Board:

- a. Authorized a project for the Advocacy and Dispute Resolution Center at The University of Texas at Austin at an estimated total project cost of \$7,500,000
- b. Appointed the firm of 3D International, Houston, Texas, as Project Architect to prepare preliminary plans to be submitted to the U. T. Board of Regents for consideration at a future meeting
- c. Appropriated \$400,000 from the Available University Fund for fees and administrative expenses through completion of preliminary plans.

The Advocacy and Dispute Resolution Center would be a multi-use facility of approximately 30,000 square feet designed to meet critical needs of students at the U. T. Austin School of Law and to promote the efficient and expeditious administration of justice by the courts and administrative agencies in Texas. A substantial

increase in student interest in acquiring advocacy, mediation, and negotiation skills, the recent establishment of the Texas Center for Public Policy Dispute Resolution, and the changing nature of legal education have created a severe space shortage at the School of Law. This space shortage has undermined the Law School's ability to meet its teaching, public service, and research responsibilities in a cost effective way.

The Center will also provide a state-of-the-art courtroom for the use of trial and appellate courts in Travis County and across the entire state. The new facility will house the Texas Center for Public Policy Dispute Resolution, a project jointly funded by the National Institute for Dispute Resolution and the Law School, to assist state and local administrative agencies in the design and implementation of procedures to resolve controversies without resorting to protracted litigation.

This project is included in the 1994-1999 Capital Improvement Plan and the FY 1994 Capital Budget to be funded by \$7,100,000 in Permanent University Fund Bond Proceeds to be financed by reductions in the U. T. Austin annual Available University Fund allocation as required and \$400,000 from the Available University Fund.

6. U. T. Austin - Dorothy Gebauer Building Restoration: Authorization for Project; Appointment of Cotera, Kolar & Negrete, Austin, Texas, Project Architect to Prepare a Project Analysis; and Appropriation Therefor.--The Board, upon recommendation of the Academic Affairs and Facilities Planning and Construction Committees:

- a. Authorized a project for the Dorothy Gebauer Building Restoration at The University of Texas at Austin at an estimated total project cost of \$4,500,000
- b. Appointed the firm of Cotera, Kolar & Negrete, Austin, Texas, as Project Architect to prepare a Project Analysis and cost estimates to be presented to the U. T. Board of Regents for consideration at a future meeting.

The project architect will use David Hoffman & Co. as the Historic Preservation Consultant.

- c. Appropriated \$100,000 from General Fee Balances for fees and administrative expenses through completion of the Project Analysis.

The Dorothy Gebauer Building, which was built in 1904, is the oldest permanent building on the U. T. Austin campus. Following an engineering study, the building was vacated in June 1992 due to structural problems. To address these problems, it is anticipated that all building floors must be removed and rebuilt, retaining and reusing an existing interior steel structure. The building exterior will be restored. Electrical, plumbing, and air-conditioning systems must be replaced. An elevator will be installed and the building will be brought into compliance with codes, including ADA requirements.

The Dorothy Gebauer Building is in a prominent central campus location just northeast of the Main Building. While definite plans for the building's use have not been established, there is a serious need for appropriate Development Office quarters. In addition, consideration must be given to other administrative functions that cannot be located in the Main Building.

This project is included in the FY 1994-1999 Capital Improvement Plan and the FY 1994 Capital Budget with funding in the amount of \$4,500,000 from U. T. Austin General Fee Balances.

7. U. T. Austin - Renovation of Gregory Gymnasium: Authorization for Project; Appointment of F&S Partners Incorporated, Dallas, Texas, as Project Architect to Prepare Preliminary Plans; and Appropriation Therefor.--In September 1992, in response to a student initiative, The University of Texas at Austin conducted a feasibility study for the renovation of Gregory Gymnasium. Following completion of the study, the student body passed a referendum for a special student fee to finance the project, and the 73rd Legislature subsequently authorized U. T. Austin to collect the student fee to become effective during the semester in which the gymnasium has been substantially renovated and is available for use. A specific recommendation on the fee will be presented to the U. T. Board of Regents at the appropriate time.

Therefore, upon recommendation of the Academic Affairs and Facilities Planning and Construction Committees, the Board:

- a. Authorized a project for the Renovation of Gregory Gymnasium at U. T. Austin at an estimated total project cost of \$20,700,000
- b. Appointed the firm of F&S Partners Incorporated, Dallas, Texas, as Project Architect to prepare preliminary plans, specifications and a detailed cost estimate to be presented to the U. T. Board of Regents for consideration at a future meeting
- c. Appropriated \$375,000 from U. T. Austin General Fee Balances for fees and administrative expenses through completion of preliminary plans.

Gregory Gymnasium was originally constructed in 1930 and expanded in 1962 with the construction of the Gregory Gymnasium Annex. The feasibility study recommended that Gregory Gymnasium be renovated to provide high quality, functional indoor recreational facilities to supplement the limited facilities now available in the Recreational Sports Building. New heating, ventilating and air-conditioning, electrical and plumbing systems will be installed, and the building will be brought into compliance with current building codes. The project will consist of approximately 264,867 gross square feet of renovated space with minor additions and demolition to facilitate circulation and to restore previously concealed architectural features. If feasible, consideration will also be given to an outdoor recreational pool, jogging track, climbing wall and an addition to house classrooms, activity, and office space.

This project is included in the FY 1994-1999 Capital Improvement Plan and the FY 1994 Capital Budget with funding in the amount of \$18,700,000 from Revenue Bond Proceeds and \$2,000,000 in General Fee Balances for \$20,700,000 in total project funding.

8. U. T. Austin - Student Health Center (Project No. 102-767): Approval of Preliminary Plans; Authorization to Prepare Final Plans and Specifications; and Appropriation Therefor.--Following a detailed overview by President Berdahl, the preliminary plans for the Student Health Center including the Student Services Facility at The University of Texas at Austin were presented to the Facilities Planning and Construction Committee by Mr. Charles Croslin, representing the Project Architect, Cox/Croslin and Associates, Austin, Texas.

Following the project architect's presentation, President Berdahl reported that there had been some criticism related to the construction of this project which was of concern to the U. T. Austin Administration. The major criticisms related to the proposed site and the funding for this building. Dr. Berdahl pointed out that a student fee for the Student Services Facility was overwhelmingly approved in a student election in March 1991 and was authorized by the 72nd Legislature.

President Berdahl noted that he had recently met with Mr. Eric Bradley, President of the U. T. Austin Students' Association, regarding this project. Dr. Berdahl stated that a student referendum is planned in November 1993 and that referendum calls for a delay in the building. Some students feel the site is not central enough to the campus and that the building may be too large. However, the building will be very close to the main campus and will be located in the only area in which the campus can expand (North Campus area known as the "Super Block"). Dr. Berdahl pointed out that a delay in the construction of this project will add 25% to the cost of the building through inflation and cost of design. President Berdahl then introduced Mr. Eric Bradley who reiterated that the monetary consequences of a two-year delay in this project are unacceptable and urged the Board to move forward with the project.

Committee Chairman Temple expressed appreciation to Mr. Bradley for his comments and commended him on his outstanding leadership on the U. T. Austin campus.

Based on these presentations and upon recommendation of the Facilities Planning and Construction Committee, the Board:

- a. Approved preliminary plans and specifications for the Student Health Center, including the Student Services Facility, at U. T. Austin at an estimated total project cost of \$24,296,000
- b. Authorized the Project Architect to prepare final plans and specifications to be presented to the U. T. Board of Regents for consideration at a future meeting

- c. Appropriated \$400,000 from Auxiliary Enterprise Balances for fees and administrative expenses through the completion of final plans and specifications. Previous appropriations have been \$550,000 from the same source.

At the June 1992 meeting, the Board authorized an expansion in scope for the Student Health Center at U. T. Austin to include the Student Services Facility. The Student Services Facility project will have approximately 80,000 gross square feet of space to provide centralized student services in a single location.

This project is included in the FY 1994-1999 Capital Improvement Plan and the FY 1994 Capital Budget. Funding for the project is \$19,680,000 from Revenue Bond Proceeds, \$1,215,000 from Auxiliary Enterprise Balances and \$3,401,000 in General Fee Balances for \$24,296,000 in total project funding.

- 9. U. T. Brownsville - Science and Engineering Technology Building: Authorization for Project; Appointment of Marmon Mok, San Antonio, Texas, as Project Architect to Prepare a Site Development and Programming Study and Preliminary Plans; and Appropriation Therefor.--The 73rd Session of the Texas Legislature authorized the financing of a Science and Engineering Technology Building at The University of Texas at Brownsville to be funded through Tuition Revenue Bonds in the amount of \$23,500,000 as part of the South Texas/Border Initiative.

In compliance therewith, the Board, upon recommendation of the Academic Affairs and Facilities Planning and Construction Committees:

- a. Authorized a project for a Science and Engineering Technology Building at U. T. Brownsville at an estimated total project cost of \$23,500,000 to be funded from Tuition Revenue Bonds
- b. Appointed the firm of Marmon Mok, San Antonio, Texas, as Project Architect to prepare a comprehensive site development and programming study, preliminary plans, specifications and a cost estimate to be presented to the U. T. Board of Regents for consideration at a future meeting
- c. Appropriated \$575,000 from Tuition Revenue Bonds and Notes issued under the Revenue Financing System for fees and administrative expenses through completion of preliminary plans.

The project architect will be required to prepare a comprehensive site development and programming study prior to the development of preliminary plans for the Science and Engineering Technology Building and related infrastructure. The building will contain approximately 128,000 to 160,000 gross square feet and will provide an amount of space approximately equal to the current pro rata share of space used by U. T. Brownsville on the

Texas Southmost College campus. The building will contain teaching and support space for biology, chemistry, physics, mathematics, computer science, applied and environmental science programs, and engineering technology.

A specific recommendation on the site, which will be handled through a long-term ground lease from Texas Southmost College, will be the subject of a future agenda item.

This project is included in the FY 1994-1999 Capital Improvement Plan and the FY 1994 Capital Budget to be funded by Tuition Revenue Bonds.

Chairman Rapoport noted that this project is a tremendous step toward an engineering school in Brownsville and pointed out that the South Texas/Border Initiative is the single most focused project to ensure that students in South Texas will have an engineering school in their midst.

NOTE: At this point in the Facilities Planning and Construction Committee agenda, Mr. Lee Alcorn, President of the Grand Prairie Chapter of the NAACP, interrupted the meeting to voice his concerns related to the selection of a President for The University of Texas at Dallas. Mr. Alcorn stated that the Board's rules regarding presentations to the Board were cumbersome and make it difficult to speak on important issues. Mr. Alcorn referenced a meeting that was held yesterday (October 7) related to concerns about the U. T. Dallas presidency and stated that the Board's rules should be amended to permit a public comment period in these meetings.

Chairman Rapoport reminded Mr. Alcorn that he was not on the agenda and that the Board needed to proceed with the meeting of the Facilities Planning and Construction Committee.

See Pages 52 and 106.

10. U. T. El Paso - Liberal Arts/Science Renovation Projects - Old Main Building Renovation: Authorization for Project; Appointment of Fouts Gomez Architects, El Paso, Texas, as Project Architect to Prepare Preliminary Plans; and Appropriation Therefor.--Upon recommendation of the Academic Affairs and Facilities Planning and Construction Committees, the Board:
  - a. Authorized a project for the Old Main Building Renovation at The University of Texas at El Paso at an estimated total project cost of \$1,689,000 to be funded from Tuition Revenue Bonds
  - b. Appointed the firm of Fouts Gomez Architects, El Paso, Texas, as Project Architect to prepare preliminary plans, specifications and a cost estimate to be presented to the U. T. Board of Regents for consideration at a future meeting
  - c. Appropriated \$65,000 from Unexpended Plant Funds for fees and administrative expenses through completion of preliminary plans. This appropriation will be reimbursed from Tuition Revenue Bond Proceeds when issued. This action satisfies the official intent requirement set forth in Section 1.150-2 of the U. S. Treasury Regulations.

The 73rd Session of the Texas Legislature authorized the financing of Liberal Arts/Science Renovation Projects at U. T. El Paso through Tuition Revenue Bonds in the amount of \$8,000,000 as part of the South Texas/Border Initiative. The \$8,000,000 will be divided among five campus buildings housing Liberal Arts and Science programs. The Old Main Building houses Liberal Arts programs in Sociology and Anthropology. The work will include complete interior and exterior renovation of this 1917 building. The Old Main Building was the first building constructed on the campus and is a local registered Historic Landmark.

The project is included in the FY 1994-1999 Capital Improvement Plan and the FY 1994 Capital Budget to be funded by Tuition Revenue Bonds.

11. U. T. Pan American - Thermal Energy Plant Expansion for the Engineering Building: Authorization for Project; Appointment of Schuchart & Associates, Professional Engineers, Inc., San Antonio, Texas, as Project Engineer to Prepare Final Plans and Specifications; Authorization for Submission of the Project to the Coordinating Board; and Appropriation Therefor.--The recently concluded 73rd Session of the Texas Legislature authorized the financing of The University of Texas - Pan American Engineering Building through Tuition Revenue Bonds as part of the South Texas/Border Initiative.

In compliance therewith, the Board, upon recommendation of the Facilities Planning and Construction Committee:

- a. Authorized a project for the Thermal Energy Plant Expansion for the Engineering Building at U. T. Pan American at an estimated total project cost of \$3,054,000
- b. Appointed the firm of Schuchart & Associates, Professional Engineers, Inc., San Antonio, Texas, as Project Engineer, with authorization to prepare final plans, specifications and detailed cost estimates to be presented to the U. T. Board of Regents for consideration at a future meeting
- c. Authorized submission of the project to the Texas Higher Education Coordinating Board
- d. Appropriated \$300,000 in Unexpended Plant Funds for fees and administrative expenses through the completion of final plans and specifications.

The existing U. T. Pan American Thermal Energy Plant has a total rated cooling capacity of 4,700 tons. A project is currently underway to add a 600 ton chiller, funded by a LoneSTAR energy conservation loan, which will increase the capacity to 5,300 tons. However, there will be an estimated 10% reduction in capacity when refrigerants are changed over the next several years because chlorofluorocarbon (CFC) refrigerant will no longer be available.

While this Thermal Energy Plant has sufficient capacity to meet current campus needs, the reduction in chiller capacity due to the change in refrigerant and the cooling load to be imposed by the new Engineering Building require a detailed study to refine the project scope to be followed by the preparation of final plans and specifications for the Thermal Energy Plant Expansion.

The Thermal Energy Plant Expansion for the Engineering Building is included in the FY 1994-1999 Capital Improvement Plan and FY 1994 Capital Budget. Funding for the project is \$154,000 in Higher Education Assistance Funds (HEAF), \$2,200,000 in Tuition Revenue Bonds, and the addition of \$700,000 in Unexpended Plant Funds which will amend the FY 1994-1999 Capital Improvement Plan for a total project cost of \$3,054,000.

12. U. T. San Antonio - University Center Expansion (Project No. 401-800): Approval of Preliminary Plans; Authorization to Prepare Final Plans and Specifications; and Authorization for Submission of the Project to the Coordinating Board.--Following a brief overview by President Kirkpatrick, the preliminary plans and specifications for the University Center Expansion at The University of Texas at San Antonio were presented to the Facilities Planning and Construction Committee by Mr. Pat Chumney, representing the project architect Phelps/Garza/Bomberger, San Antonio, Texas, in association with Chumney and Associates, San Antonio, Texas.

Based on this presentation and upon recommendation of the Facilities Planning and Construction Committee, the Board:

- a. Approved preliminary plans and specifications for the University Center Expansion at U. T. San Antonio at an estimated total project cost of \$12,000,000
- b. Authorized the Project Architect to prepare final plans and specifications to be presented to the U. T. Board of Regents for consideration at a future meeting
- c. Authorized submission of the project to the Texas Higher Education Coordinating Board.

The existing University Center was completed during FY 1986-87. Enrollment at U. T. San Antonio in Fall 1986 was 12,413. Since that time, enrollment increased to more than 17,000 in Fall 1993, and the current projection for Fall 1996 is 20,431. The expansion will include approximately 97,000 gross square feet of new space for the University Bookstore, Career Planning and Placement, expanded food service areas, meeting and theater spaces, work spaces for registered student organizations, and additional student life/programming areas which will be critically needed by the time the new space is ready for occupancy.

This project is included in the FY 1994-1999 Capital Improvement Plan and FY 1994 Capital Budget. Funding for the project is \$10,000,000 from Revenue Bond Proceeds financed by a legislatively approved student fee of \$30 per semester and \$2,000,000 from Auxiliary Enterprise Balances for \$12,000,000 in total project funding.



13. U. T. San Antonio - Engineering/Biotechnology Building - Phase II (Project No. 401-747): Approval of Revised Project Cost; Authorization to Revise Preliminary Plans; and Appropriation Therefor.--The 73rd Session of the Texas Legislature authorized the financing of the Engineering/Biotechnology Building - Phase II at The University of Texas at San Antonio through Tuition Revenue Bonds in the amount of \$17,000,000 as part of the South Texas/Border Initiative.

The Board, upon recommendation of the Facilities Planning and Construction Committee:

- a. Authorized a revised total project cost of \$17,000,000 for the Engineering/Biotechnology Building - Phase II at U. T. San Antonio to be funded from Tuition Revenue Bonds
- b. Authorized the Project Architect to revise preliminary plans to be presented to the U. T. Board of Regents for consideration at a future meeting
- c. Appropriated \$750,000 from Tuition Revenue Bonds and Notes issued under the Revenue Financing System for fees and administrative expenses through completion of preliminary plans and for renovation and equipment for life science laboratories.

In June 1986, the U. T. Board of Regents authorized the Engineering/Biotechnology Building at U. T. San Antonio at an estimated total project cost of \$27,900,000. The firm of JonesKell, San Antonio, Texas, was appointed Project Architect to prepare preliminary plans. The project was later divided into two phases with Phase I having a total project cost of \$12,900,000 and Phase II having a total project cost of \$15,000,000. In February 1988, the U. T. Board of Regents approved preliminary plans for Phase I and received for information only the preliminary plans for Phase II. The Phase I project was completed and occupied in 1991.

The Phase II project will contain approximately 50,000 gross square feet for laboratory and classroom space to support the Divisions of Life Sciences, Earth and Physical Sciences, Engineering, and Mathematics and Computer Science. This project is included in the FY 1994-1999 Capital Improvement Plan and the FY 1994 Capital Budget to be funded by Tuition Revenue Bonds. The FY 1994 Capital Budget includes \$500,000 for completion of final plans for Phase II and \$1,100,000 for renovation and equipment funds needed for Life Sciences laboratories.

14. U. T. San Antonio - Downtown Building: Authorization for Project; Appointment of Saldana & Associates Architects, Inc., San Antonio, Texas, as Project Architect to Prepare a Comprehensive Master Development Plan for the Site and Preliminary Plans for the Building; and Appropriation Therefor.--It was reported that the 73rd Session of the Texas Legislature authorized the financing of a Downtown Building for The University of Texas at San Antonio through Tuition Revenue Bonds in the amount of \$20,000,000 as part of the South Texas/Border Initiative.

Upon recommendation of the Facilities Planning and Construction Committee, the Board:

- a. Authorized a project for a Downtown Building for U. T. San Antonio at an estimated total project cost of \$20,000,000 to be funded from Tuition Revenue Bonds
- b. Appointed the firm of Saldana & Associates Architects, Inc., San Antonio, Texas, as Project Architect to prepare a comprehensive master development plan for the site and preliminary plans for the building to be presented to the U. T. Board of Regents for consideration at a future meeting
- c. Appropriated \$500,000 from Tuition Revenue Bonds and Notes issued under the Revenue Financing System for fees and administrative expenses through completion of the development plan for the site and preliminary plans for the building.

The project architect will be required to prepare a comprehensive master development plan for the site prior to the development of preliminary plans for the Downtown Building and related infrastructure. The building will contain approximately 125,000 to 140,000 gross square feet for academic programming including library and computer support and public service facilities for the U. T. San Antonio Economic Development Centers. Space will be provided for classrooms, seminar rooms, computer labs, faculty and staff offices, and continuing education conference rooms.

This project is included in the FY 1994-1999 Capital Improvement Plan and the FY 1994 Capital Budget to be funded by Tuition Revenue Bonds.

See Page 4 related to acceptance of a gift of real property for the building site.

15. U. T. M.D. Anderson Cancer Center - Bertner Complex (Project No. 703-772) and Clinical Services Facility (Project No. 703-773): Approval of Final Plans for Phase II; Authorization to Advertise for Bids and for the Executive Committee to Award Contracts; Appropriation Therefor; and Approval of Use of Revenue Financing System Parity Debt, Receipt of Certificate, and Finding of Fact with Regard to Financial Capacity.--A construction contract for Phase I of the Bertner Complex and the Clinical Services Facility at The University of Texas M.D. Anderson Cancer Center was awarded in January 1993 by the U. T. Board of Regents to Centex Bateson Construction Company, Dallas, Texas, in the amount of \$54,992,000. The scope of work under this contract includes site preparation, foundations, building structures, exterior walls, glass and roofs for three buildings. The foundations and structures are strengthened to carry additional floors in the future if that should be necessary.

Upon recommendation of the Facilities Planning and Construction Committee, the Board:

- a. Approved final plans and specifications for construction of Phase II of the Bertner Complex and the Clinical Services Facility at the U. T. M.D. Anderson Cancer Center at an estimated construction cost of \$119,600,000
- b. Authorized the Office of Facilities Planning and Construction to advertise for bids following completion of final review and the Executive Committee to award all contracts associated with Phase II of the project within the authorized total project cost
- c. Appropriated an additional sum of \$165,995,000 which, together with \$82,605,000 previously appropriated, will fund the total project cost of \$248,600,000. The additional sum will be provided by \$65,400,000 in Revenue Financing System Bond Proceeds and \$100,595,000 in philanthropic gifts.

In compliance with Section 5 of the Master Resolution Establishing The University of Texas System Revenue Financing System, approved by the U. T. Board of Regents in April 1990, amended February 14, 1991, and upon delivery of the Certificate of an Authorized Representative as set out on Page 79, the Board resolved that:

- a. Parity Debt shall be issued to pay the project's cost including any project costs paid prior to the issuance of such Parity Debt
- b. Sufficient funds will be available to meet the financial obligations of the U. T. System including sufficient Pledged Revenues as defined in the Master Resolution to satisfy the Annual Debt Service Requirements of the Financing System and to meet all financial obligations of the Board relating to the Financing System

- c. U. T. M.D. Anderson Cancer Center, which is a "Member" as such term is used in the Master Resolution, possesses the financial capacity to satisfy its Direct Obligation as defined in the Master Resolution relating to the issuance by the U. T. Board of Regents of tax-exempt Parity Debt in the amount of \$65,400,000
- d. This resolution satisfies the official intent requirements set forth in Section 1.150-2 of the U. S. Treasury Regulations.

Phase II of the project will complete three buildings which are the Bertner Patient Tower, the Bertner Research Building, and the Clinical Services Facility. When completed, the project will provide 779,400 gross square feet of space. Phase II of the project will be bid well before the work in Phase I is completed. This will permit the successful low responsible bidder for Phase II to prepare its construction schedule, to award subcontracts, to prepare shop drawings and submittals, and to place orders for materials well before actual construction of Phase II begins. This procedure will minimize lost time between Phases I and II should the successful bidder for Phase II be other than Centex Bateson Construction Company.

The additional appropriation of \$165,995,000 will cover the total project cost of the entire project. In addition to the Phase II construction contract and its associated administrative costs, it will cover the cost of special systems which are procured and installed separately, furniture and furnishings, medical equipment, and a small Phase III construction contract which will remodel space in the existing Clark Clinic to make it functional and compatible with new space provided by Phase II.

The project is included in the FY 1994-1999 Capital Improvement Plan and FY 1994 Capital Budget and has been approved by the Texas Higher Education Coordinating Board.

PARITY DEBT CERTIFICATE OF U. T. SYSTEM REPRESENTATIVE

I, the undersigned Executive Vice Chancellor for Business Affairs of The University of Texas System, a U. T. System Representative under the Master Resolution Establishing The University of Texas System Revenue Financing System adopted by the Board on April 12, 1990 (the "Master Resolution"), do hereby execute this certificate for the benefit of the Board of Regents pursuant to Section 5(a)(ii) of the Master Resolution in connection with the authorization by the Board to issue "Parity Debt" pursuant to the Master Resolution to finance the cost of the construction of Phase II of the Bertner Complex and the Clinical Services Facility at U. T. M.D. Anderson Cancer Center, and do certify that to the best of my knowledge the Board of Regents is in compliance with all covenants contained in the Master Resolution, First Supplemental Resolution Establishing an Interim Financing Program, and the Second Supplemental Resolution, and is not in default of any of the terms, provisions and conditions in said Master Resolution, First Supplemental Resolution and Second Supplemental Resolution.

EXECUTED this, 8th day of October 199 3

*M. N. Burck*  
Executive Vice Chancellor for Business Affairs

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At the conclusion of the Facilities Planning and Construction Committee meeting, Regent Holmes asked Committee Chairman Temple to share with the Board the minority participation in these projects.

Mrs. Temple noted that eight project architects/engineers were appointed representing projects with a total combined project cost of \$83,243,000. The estimated combined architect/engineer fees will be \$3.5 million and the estimated combined Historically Underutilized Businesses (HUB) fee will be \$2.1 million or an average HUB participation on the eight projects of 60%.

In response to Regent Holmes' inquiry regarding the breakdown of the HUB in these eight projects, Mrs. Temple responded as follows:

Hispanic	80%
Women-owned	11%
African-American	6%
Asian	3%

Regent Temple noted that this is the result of a lot of hard work and the Board is very proud of it.

REPORT AND RECOMMENDATIONS OF THE ASSET MANAGEMENT COMMITTEE (Pages 80 - 98).--Committee Chairman Cruikshank reported that the Asset Management Committee had met in open session to consider those matters on its agenda and to formulate recommendations for the U. T. Board of Regents. Unless otherwise indicated, all actions set forth in the Minute Orders which follow were recommended by the Asset Management Committee and approved in open session and without objection by the U. T. Board of Regents.

I. PERMANENT UNIVERSITY FUND

INVESTMENT MATTER

OCT - 8 1993

Report on Clearance of Monies to the Permanent University Fund for July and August 1993 and Report on Oil and Gas Development as of August 31, 1993.--The following reports with respect to (a) certain monies cleared to the permanent University Fund for July and August 1993 and (b) Oil and Gas Development as of August 31, 1993, were submitted by the Executive Vice Chancellor for Business Affairs:

Permanent University Fund	July 1993	August 1993	Cumulative Through August of this Fiscal Year (1992-1993)	Cumulative Through August of Preceding Fiscal Year (1991-1992)	Percent Change
Royalty					
Oil	\$3,288,236.65	\$ 3,094,654.03	\$ 46,999,881.49	\$ 47,991,203.69	-2.07%
Gas	2,006,794.91	1,044,474.93	17,953,155.94	13,378,547.88	34.19%
Sulphur	0.00	0.00	0.00	(10,598.69)	--
Water	138,802.38	135,382.08	940,701.23	693,402.44	35.66%
Brine	3,658.33	5,483.64	59,249.50	50,816.51	16.59%
Trace Minerals	0.00	0.00	0.00	0.00	--
Rental					
Oil and Gas Lease	33,596.92	5,484.81	615,117.87	564,767.56	8.92%
Other	3,880.00	4,165.00	11,178.01	27,964.65	-60.03%
Sale of Sand, Gravel, Etc.	0.00	0.00	23,979.00	10,050.00	138.60%
<b>Total University Lands Receipts Before Bonuses</b>	<b>5,474,969.19</b>	<b>4,289,644.49</b>	<b>66,603,263.04</b>	<b>62,706,154.04</b>	<b>6.21%</b>
Bonuses					
Oil and Gas Lease Sales	0.00	0.00	2,740,201.75	1,932,665.52	41.78%
Amendments and Extensions to Mineral Leases	0.00	0.00	10.00	2,506.03	-99.60%
<b>Total University Lands Receipts</b>	<b>5,474,969.19</b>	<b>4,289,644.49</b>	<b>69,343,474.79</b>	<b>64,641,325.59</b>	<b>7.27%</b>
Gain or (Loss) on Sale of Securities	2,366,595.52	5,813,188.54	316,088,977.90	65,795,046.20	380.41%
<b>TOTAL CLEARANCES</b>	<b>\$7,841,564.71</b>	<b>\$10,102,833.03</b>	<b>\$385,432,452.69</b>	<b>\$130,436,371.79</b>	<b>195.49%</b>

Oil and Gas Development - August 31, 1993

Acreage Under Lease - 710,562

Number of Producing Acres - 522,825

Number of Producing Leases - 2,456

## II. TRUST AND SPECIAL FUNDS

### Gifts, Bequests and Estates

1. U. T. Austin: Acceptance of Gifts from Various Donors and Transfer of Funds for Addition to the Julian C. Barton Endowment for Human Ecology in the College of Natural Sciences; Redesignation of the Endowment as the Julian C. Barton Professorship in Nutrition; and Designation of Income Use.--Upon recommendation of the Asset Management Committee, the Board accepted gifts of \$24,334.64 from various donors and a \$665.36 transfer of President's discretionary funds for a total of \$25,000 for addition to the Julian C. Barton Endowment for Human Ecology in the Department of Human Ecology, College of Natural Sciences, at The University of Texas at Austin for a total endowment of \$108,140.29, and the endowment was redesignated as the Julian C. Barton Professorship in Nutrition.

Further, the income earned from the endowment will be designated to support the Professorship.

2. U. T. Austin: Establishment of the Maurice R. Bullock Endowed Presidential Scholarship in Law in the School of Law (No Publicity).--At the request of The University of Texas Law School Foundation (an external foundation), the Maurice R. Bullock Endowed Presidential Scholarship in Law was established in the School of Law at The University of Texas at Austin in accordance with the Regents' Rules and Regulations. The funding for this endowment (\$30,000) will be held and administered by the U. T. Law School Foundation per the agreement between the Foundation and the U. T. Board of Regents.

Income earned from the endowment will be used to provide scholarship support to students in the School of Law.

It was requested that no publicity be given to this matter.

3. U. T. Austin: Acceptance of Gift and Pledge from an Anonymous Donor to Establish Various Endowments and for Current Purposes in the Colleges of Engineering and Natural Sciences and Eligibility for Matching Funds Under The Regents' Endowment Program.--The Asset Management Committee recommended and the Board accepted a \$4,611,000 gift and a \$2,000,000 pledge, payable by December 31, 1994, from an anonymous donor for a total of \$6,611,000 for the benefit of the Colleges of Engineering and Natural Sciences at The University of Texas at Austin as set out below:
  - a. Of the total \$4,611,000 gift, \$2,500,000 will be used to establish the CAM (Computational and Applied Mathematics Program) Graduate Fellowship Fund in the Colleges of Engineering and Natural Sciences and \$45,000 will be used as outright awards for three of these graduate fellowships for the 1993-1994 academic year.



Further, \$500,000 in matching funds will be allocated under The Regents' Endowment Program and will be used to increase the endowment to a total of \$3,000,000.

Income earned from the endowment will be used to provide support to graduate students participating in the Computational and Applied Mathematics Program (CAM).

- b. Of the total gift, \$1,000,000 will be used to establish the CAM Chair I in the Department of Mathematics in the College of Natural Sciences.

Income earned from the endowment will be used to support the Chair with specific utilization within the CAM Program.

- c. Of the total gift, \$1,000,000 will be used to establish the CAM Chair III in the College of Engineering.

Income earned from the endowment will be used to support the Chair with specific utilization within the CAM Program.

- d. The remaining \$66,000 of the gift will be used in furnishing the CAM Program's facilities.
- e. The exact use for the \$2,000,000 pledge, which is also to be utilized within the CAM Program, will be determined at a later date.

- 4. U. T. Austin: Acceptance of Gifts from Coca-Cola Foods, Houston, Texas, and Establishment of the Coca-Cola Foods Endowed Scholarship in the College of Business Administration and the Graduate School of Business.--The Board, upon recommendation of the Asset Management Committee, accepted \$10,000 in gifts from Coca-Cola Foods, Houston, Texas, and established the Coca-Cola Foods Endowed Scholarship in the Department of Marketing, College of Business Administration and the Graduate School of Business, at The University of Texas at Austin.

Income earned from the endowment will be used to provide scholarship support to students enrolled in the Master of Business Administration program who are concentrating their studies in marketing.

- 5. U. T. Austin: Acceptance of Gift from The Lucky-Goldstar Group, Seoul, Korea, and Establishment of the Department of Advertising Various Purposes in the College of Communication.--Authorization was granted to accept a \$20,000 gift from The Lucky-Goldstar Group, Seoul, Korea, and to establish a quasi-endowment in the Department of Advertising, College of Communication, at The University of Texas at Austin to be named the Department of Advertising Various Purposes.

Income earned from the endowment will be used for discretionary purposes, at the direction of the Chairman of the Department of Advertising.

6. U. T. Austin: Acceptance of Gifts and Pledges from Various Donors and Establishment of the James T. and Phyllis Doluisio Endowed Presidential Scholarship in Pharmacy in the College of Pharmacy (No Publicity).--Upon recommendation of the Asset Management Committee, the Board accepted \$17,920 in gifts and \$14,450 in pledges, payable by August 31, 1995, from various donors for a total of \$32,370 and established the James T. and Phyllis Doluisio Endowed Presidential Scholarship in Pharmacy in the College of Pharmacy at The University of Texas at Austin.

Income earned from the endowment will be used to provide scholarship support to deserving students in the College of Pharmacy.

It was requested that no publicity be given to this matter.

7. U. T. Austin: Alexander Caswell Ellis Fellowship in Education in the College of Education - Approval to Amend Fellowship Guidelines and Redefine Recipient Selection Committee.--Due to changes within the College of Education's departments and curriculum, the Board amended the guidelines for the Alexander Caswell Ellis Fellowship in Education in the College of Education at The University of Texas at Austin to benefit students pursuing graduate degrees in the College of Education with the intent to serve adult populations. This would currently include students from such departments as Special Education, Curriculum and Instruction, and Educational Administration.

Further, the recipient selection committee was redefined to consist of the Dean of the College of Education to serve as chairperson and three other persons, including a professor who teaches history or philosophy of education, a faculty member directly concerned with junior college education, and another appropriate member of the U. T. Austin faculty.

The University of Texas System Office of General Counsel has rendered an opinion that these modifications are permissible under Section 65.36(f) of the Texas Education Code.

8. U. T. Austin: Acceptance of Gifts from Various Donors and Establishment of the Engineering Leadership Service Award Fund in the College of Engineering.--The Asset Management Committee recommended and the Board accepted \$10,550 in gifts from various donors and established an endowment in the College of Engineering at The University of Texas at Austin to be named the Engineering Leadership Service Award Fund.

Income earned from the endowment will be used to provide annual awards of at least \$100 each to deserving students within the College of Engineering.

9. U. T. Austin: Approval to Accept Gift and Pledge from Glaxo Inc., Research Triangle Park, North Carolina, and to Establish the Glaxo Inc. Endowed Professorship in Pharmacy in the College of Pharmacy.--Approval was given to accept a \$33,000 gift and a \$67,000 pledge, payable by August 31, 1995, from Glaxo Inc., Research Triangle Park, North Carolina, for a total of \$100,000 and to establish the Glaxo Inc. Endowed Professorship in Pharmacy in the College of Pharmacy at The University of Texas at Austin.

Income earned from the endowment will be used to support the Professorship.

10. U. T. Austin: Acceptance of Bequest from the Estate of Musa Guston, Woodstock, New York.--Upon recommendation of the Asset Management Committee, the Board accepted a specific bequest of a painting entitled "Two Legs" valued at \$175,000 from the Estate of Musa Guston, Woodstock, New York, for addition to the Archer M. Huntington Art Gallery in the College of Fine Arts at The University of Texas at Austin.

11. U. T. Austin: Approval to Accept Gift and Pledge from Hoechst-Roussel Pharmaceuticals Inc., Somerville, New Jersey, and to Establish the Hoechst-Roussel/Howard B. Lassman Endowed Presidential Scholarship in the College of Pharmacy.--The Board, upon recommendation of the Asset Management Committee, accepted a \$10,000 gift and a \$15,000 pledge, payable by December 31, 1994, from Hoechst-Roussel Pharmaceuticals Inc., Somerville, New Jersey, for a total of \$25,000 and established the Hoechst-Roussel/Howard B. Lassman Endowed Presidential Scholarship in the College of Pharmacy at The University of Texas at Austin.

Income earned from the endowment will be used to provide scholarship support to students in the College of Pharmacy who are specializing in pharmacology and related subjects.

12. U. T. Austin: Acceptance of Gifts from Various Donors and Accumulated Earnings and Establishment of the Kyoon Hur Fellowship Fund in the College of Communication and for Current Purposes.--The Asset Management Committee recommended and the Board accepted \$8,351 in gifts from various donors and \$2,149 in accumulated earnings for a total of \$10,500 with \$10,000 to be used to establish the Kyoon Hur Fellowship Fund in the Department of Radio-Television-Film, College of Communication, at The University of Texas at Austin and the remaining \$500 to be used as outright awards for the Fall Semester 1993.

Pursuant to the donors' request, income earned from the endowment will be used to support graduate students based on financial need and satisfactory academic progress. Among equally qualified applicants, preference will be given to international students.

13. U. T. Austin: Establishment of Various Endowments in the School of Law.--Authorization was granted to establish six endowments in the School of Law at The University of Texas at Austin as set out below with the understanding that the funds for the endowments will be held and administered by The University of Texas Law School Foundation (an external foundation) in accordance with the Regents' Rules and Regulations:

ENDOWMENT:	Kae L. Brockermeier Endowed Presidential Scholarship in Law
Donor:	Mr. Kae L. Brockermeier, Jr. Fort Worth, Texas
Gift Amount:	\$25,000
Law School Fdn.	
Matching:	\$25,000
Total Endowment:	\$50,000
ENDOWMENT:	William J. Steeger Endowed Presidential Scholarship in Law
Donor:	The Honorable and Mrs. Lynn Nettleton Hughes, Houston, Texas
Gift Amount:	\$12,500
Law School Fdn.	
Matching:	\$12,500
Total Endowment:	\$25,000
ENDOWMENT:	Tom Ingram Endowed Presidential Scholarship in Law
Donor:	Mr. and Mrs. Thomas P. Ingram Midland, Texas
Gift Amount:	\$12,500
Law School Fdn.	
Matching:	\$12,500
Total Endowment:	\$25,000
ENDOWMENT:	Albert P. Jones Scholarship Fund
Source of Funds:	Established at U. T. Law School Foundation in 1977 (never previously reported to the U. T. Board of Regents). Current balance of \$83,704 with additional \$15,000 bequest from the Estate of Albert P. Jones, Houston, Texas, for a total endowment of \$98,704, from which \$45,000 of the endowment funds will be transferred to establish the Albert P. Jones Endowed Presidential Scholarship in Law (see below).
Total Endowment:	\$53,704
ENDOWMENT:	Albert P. Jones Endowed Presidential Scholarship in Law
Source of Funds:	Transfer of funds from the Albert P. Jones Scholarship Fund (see above)
Total Endowment:	\$45,000
ENDOWMENT:	Roslyn Wright Memorial Endowed Presidential Scholarship in Law
Donor:	Various donors
Gift Amount:	\$12,750
Law School Fdn.	
Matching:	\$12,500
Total Endowment:	\$25,250

Income earned from these endowments will be used to provide scholarship support to students in the School of Law.

14. U. T. Austin: Approval to Accept Gifts from The University of Texas Parents' Association and Various Donors and Bequest from the Estate of Burt L. Risley, Austin, Texas, and to Establish the William S. Livingston Graduate Fellowship Endowment.--The Board accepted a \$10,000 gift from The University of Texas Parents' Association, \$1,800 in gifts from various donors, and a \$15,000 bequest from the Estate of Burt L. Risley, Austin, Texas, for a total of \$26,800 and established the William S. Livingston Graduate Fellowship Endowment at The University of Texas at Austin.

Income earned from the endowment will be used to provide fellowship support to outstanding students who have been enrolled in the Graduate School for at least one year and who have qualified on the basis of academic merit with preference given to students who have been admitted to candidacy and are engaged in writing a thesis or dissertation. Recipients will be known as "Livingston Fellows."

15. U. T. Austin: Michener Fellowship Program Support Fund for the Texas Center for Writers - Allocation of Matching Funds Under The Regents' Endowment Program.--Upon recommendation of the Asset Management Committee, the Board allocated \$1,500,000 of previously approved matching funds under The Regents' Endowment Program to increase the Michener Fellowship Program Support Fund for the Texas Center for Writers at The University of Texas at Austin to a total of \$3,000,000.

16. U. T. Austin: Approval to Accept Grant from Palisades Geophysical Institute Inc., West Nyack, New York, and Transfer of Funds and to Establish the Palisades Geophysical Institute Postdoctoral Fellowship for the Institute for Geophysics.--Approval was given to accept a \$300,000 grant from Palisades Geophysical Institute Inc., West Nyack, New York, and a \$300,000 transfer of discretionary funds for a total of \$600,000 and to establish the Palisades Geophysical Institute Postdoctoral Fellowship for the Institute for Geophysics at The University of Texas at Austin.

Ninety percent of the income earned from the endowment will be used to provide support to postdoctoral fellows within the Institute for Geophysics. The remaining ten percent of income earned will be reinvested in the endowment corpus.

17. U. T. Austin: Acceptance of Gifts from Various Members of the Harry Ransom Humanities Research Center Advisory Council for Addition to the Ransom Collection Development Endowment for Modern Literature for the Harry Ransom Humanities Research Center and Eligibility for Matching Funds Under The Brackenridge Matching Program #2.--The Asset Management Committee recommended and the Board accepted \$10,000 in gifts from various members of the Harry Ransom Humanities Research Center Advisory Council for addition to the Ransom Collection Development Endowment for Modern Literature for the Harry Ransom Humanities Research Center at The University of Texas at Austin for a total endowment of \$72,555.55.

Further, matching funds in the amount of \$5,000 will be allocated under The Brackenridge Matching Program #2 and will be used to increase the endowment to a total of \$77,555.55.

18. U. T. Austin: Acceptance of Gift from Mr. William W. Sullivan, Jr., Austin, Texas, and Establishment of the William W. Sullivan, Jr. Endowed Scholarship for the Department of Intercollegiate Athletics for Men.-- The Board accepted a \$10,000 gift from Mr. William W. Sullivan, Jr., Austin, Texas, and established the William W. Sullivan, Jr. Endowed Scholarship for the Department of Intercollegiate Athletics for Men at The University of Texas at Austin.

Income earned from the endowment will be used to provide scholarship support to student athletes.

19. U. T. Austin: Acceptance of Gift from The Czech Educational Foundation of Texas, Austin, Texas, for Addition to the Texas Chair in Czech Studies in the College of Liberal Arts and Eligibility for Matching Funds Under The Brackenridge Matching Program #2.--Authorization was given to accept a \$167,000 gift from The Czech Educational Foundation of Texas, Austin, Texas, for addition to the Texas Chair in Czech Studies in the College of Liberal Arts at The University of Texas at Austin.

Further, matching funds in the amount of \$83,000 will be allocated under The Brackenridge Matching Program #2 to increase the endowment to a total of \$1,000,000.

20. U. T. Austin: Acceptance of Gift from Mr. Jere W. Thompson, Dallas, Texas, and Family and Establishment of the Margaret Dunlap Thompson Endowed Presidential Scholarship in Human Ecology in the College of Natural Sciences.--Upon recommendation of the Asset Management Committee, the Board accepted a \$25,000 gift from Mr. Jere W. Thompson, Dallas, Texas, and family and established the Margaret Dunlap Thompson Endowed Presidential Scholarship in Human Ecology in the Department of Human Ecology, College of Natural Sciences, at The University of Texas at Austin.

Income earned from the endowment will be used to provide scholarship support to students in the Department of Human Ecology.

21. U. T. Austin: Approval to Accept Gifts and Pledges from Various Donors for Addition to the Tracy-Locke/Morris Hite Endowed Presidential Scholarship Fund for Advertising Studies in the College of Communication and Eligibility for Matching Funds Under The Brackenridge Matching Program #2.--The Asset Management Committee recommended and the Board accepted \$9,050 in gifts and \$9,000 in pledges, payable by August 31, 1995, from various donors for a total of \$18,050 for addition to the Tracy-Locke/Morris Hite Endowed Presidential Scholarship Fund for Advertising Studies in the College of Communication at The University of Texas at Austin.

Further, matching funds in the amount of \$9,025 will be reserved under The Brackenridge Matching Program #2 to be allocated proportionately as gifts are received to increase the endowment to a total of \$241,387.50.

22. U. T. Austin: Acceptance of Gift from Mr. Tom W. White, Dallas, Texas, and Establishment of the Tom W. White Endowed Scholarship in the College of Business Administration.--The Board, upon recommendation of the Asset Management Committee, accepted a \$10,000 gift from Mr. Tom W. White, Dallas, Texas, and established the Tom W. White Endowed Scholarship in the College of Business Administration at The University of Texas at Austin.

Income earned from the endowment will be used to fund an annual scholarship for a junior or senior student pursuing a bachelor's degree in business administration.

23. U. T. Austin: Approval to Extend Pledge Due Dates and to Reserve Matching Funds Under The Regents' Endowment Program for Four Endowments.--Approval was given to extend the pledge due dates and to reserve matching funds under The Regents' Endowment Program to August 31, 1995, for four endowments at The University of Texas at Austin as set out below:

<u>Endowment and Date Established</u>	<u>Outstanding Pledge Amount</u>	<u>Reserved Matching</u>
<u>College of Engineering</u>		
Dow Chemical Company Faculty Fellowship in Technical Communication established 8/13/92	\$50,000	\$25,000
<u>College of Business Administration and the Graduate School of Business</u>		
KPMG Peat Marwick Faculty Fellowship in Accounting Education established 8/9/84	\$15,000	\$ 7,500
<u>College of Natural Sciences</u>		
Terrell H. Hamilton Endowed Graduate Fellowship established 2/14/91	\$20,330	\$10,165
Motorola Endowed Scholarship established 4/6/89	\$10,000	\$ 5,000

24. U. T. El Paso: Acceptance of Gifts from Various Donors and Establishment of The Jimmie Vokes Bernard Endowed Scholarship Fund.--Upon recommendation of the Asset Management Committee, the Board accepted \$11,227.44 in gifts from various donors and established The Jimmie Vokes Bernard Endowed Scholarship Fund at The University of Texas at El Paso.

Income earned from the endowment will be used to provide a scholarship to a full-time graduate student majoring in speech language pathology.

25. U. T. El Paso: Approval to Accept Distribution from the Revocable Living Trust of Ruby V. Burns, El Paso, Texas, and to Establish the Ruby V. Burns Endowed Fund for Music.--The Board accepted a \$50,000 distribution from the Revocable Living Trust of Ruby V. Burns, El Paso, Texas, and established a quasi-endowment at The University of Texas at El Paso to be named the Ruby V. Burns Endowed Fund for Music.

Income earned from the endowment will be used to support the music department.

26. U. T. El Paso: Acceptance of Gift from Mrs. Bernice Dittmer, El Paso, Texas, and Establishment of the John Dittmer Endowment Fund for Religious Studies.--The Asset Management Committee recommended and the Board accepted a \$100,000 gift from Mrs. Bernice Dittmer, El Paso, Texas, and established the John Dittmer Endowment Fund for Religious Studies at The University of Texas at El Paso.

Income earned from the endowment will be used to support the Religious Studies program at U. T. El Paso.

27. U. T. El Paso: Authorization to Accept Gift from Mr. Robert L. Washington, San Antonio, Texas, and to Establish the Esther W. Washington Scholarship in Nursing.--Authorization was given to accept a \$10,000 gift from Mr. Robert L. Washington, San Antonio, Texas, and to establish the Esther W. Washington Scholarship in Nursing at The University of Texas at El Paso.

Income earned from the endowment will be used to support a student in the field of nursing.

28. U. T. Permian Basin: Approval to Amend the Purpose of the Mr. and Mrs. Louis Rochester Professorship in Music and to Redesignate as the Mr. and Mrs. Louis Rochester Professorship in Fine Arts.--The Asset Management Committee recommended and the Board amended the purpose of the Mr. and Mrs. Louis Rochester Professorship in Music at The University of Texas of the Permian Basin to include payment of salaries and other expenses in support of fine arts other than music, including art and drama.

Further, the Professorship was redesignated as the Mr. and Mrs. Louis Rochester Professorship in Fine Arts.

Due to the termination of the music program at U. T. Permian Basin, The University of Texas System Office of General Counsel has rendered an opinion that these modifications are permissible under Section 65.36(f) of the Texas Education Code, and the donors concur with this action.

29. U. T. San Antonio: Acceptance of Gift from Mr. and Mrs. William G. "Bill" (Loyce) Collenback, San Antonio, Texas, and Establishment of the Bill and Loyce Collenback Endowed Scholarship Endowment.--The Board, upon recommendation of the Asset Management Committee, accepted a \$10,000 gift from Mr. and Mrs. William G. "Bill" (Loyce) Collenback, San Antonio, Texas, and established the Bill and Loyce Collenback Endowed Scholarship Endowment in the Intercollegiate Athletic Department at The University of Texas at San Antonio.



Income earned from the endowment will be used to provide scholarship support to student athletes.

30. U. T. San Antonio: Approval to Accept Bequest from the Estate of Eloise Crawford, Bexar County, Texas, and to Establish the Eloise Crawford Academic Scholarship Fund and to Use a Portion of the Bequest for Current Purpose Interest Free Loans.--Pursuant to a settlement agreement dated April 2, 1993, approval was given to accept a bequest, comprised of cash and real estate, totaling \$133,467.87 from the Estate of Eloise Crawford, Bexar County, Texas, for the benefit of The University of Texas at San Antonio.

Further, a portion of the bequest, consisting of cash in the amount of \$62,467.87 and real estate valued at \$46,000, for a total of \$108,467.87 will be used to establish a quasi-endowment at U. T. San Antonio to be named the Eloise Crawford Academic Scholarship Fund. Principal and/or income earned from the endowment will be used to award academic scholarships to students at U. T. San Antonio.

In addition, the remainder of the bequest, consisting of cash in the amount of \$25,000, will be used for current purpose interest free loans to needy students in the name of Eloise Crawford.

31. U. T. San Antonio (U. T. Institute of Texan Cultures - San Antonio): Acceptance of Gifts from Various Donors and Establishment of The Bob Brinkerhoff Book Endowment.--Upon recommendation of the Asset Management Committee, the Board accepted gifts in excess of \$10,000 from various donors and established a quasi-endowment at The University of Texas Institute of Texan Cultures at San Antonio at The University of Texas at San Antonio to be named The Bob Brinkerhoff Book Endowment.

Ninety percent of the income earned from the endowment will be used to purchase publications for the U. T. Institute of Texan Cultures - San Antonio. The remaining ten percent of income earned will be reinvested in the endowment corpus.

32. U. T. Tyler: Approval to Accept Gift from Mr. and Mrs. William A. Krueger, Fort Lauderdale, Florida, and to Establish the William A. and Evelyn J. Krueger Endowed Scholarship Fund.--The Asset Management Committee recommended and the Board accepted a \$10,000 gift from Mr. and Mrs. William A. Krueger, Fort Lauderdale, Florida, and established a quasi-endowment at The University of Texas at Tyler to be named the William A. and Evelyn J. Krueger Endowed Scholarship Fund.

Income earned from the endowment will be used to award scholarships to deserving students at U. T. Tyler.

33. U. T. Southwestern Medical Center - Dallas: Acceptance of Gifts from Various Donors; Establishment of the American Airlines Professorship in Cancer Research; Allocation of Funds from the Private Fund Development Campaign; and Eligibility for Matching Funds Under the Texas Eminent Scholars Program.--The Board accepted \$50,000 in gifts from various donors and established the American Airlines Professorship in Cancer Research at The University of Texas Southwestern Medical Center at Dallas.

Further, \$50,000 will be allocated from the \$25,000,000 challenge fund established by an anonymous donor as part of the Private Fund Development Campaign and will be used to increase the endowment to a total of \$100,000.

In addition, the actual income that will be earned on the \$50,000 in gifts and the \$50,000 allocation of challenge funds will be certified to the appropriate State authorities for matching under the Texas Eminent Scholars Program as set out in Chapter 51, Subchapter I of the Texas Education Code, when matching funds are made available under that act.

Income earned from the endowment will be used to support the Professorship.

34. U. T. Southwestern Medical Center - Dallas: Authorization to Accept Gift and Pledge from The Cain Foundation, Austin, Texas; Establishment of The Cain Foundation Distinguished Chair in Biomedical Research and The Cain Foundation Center for Biomedical Research; Allocation of Funds from the Private Fund Development Campaign; and Eligibility for Matching Funds Under the Texas Eminent Scholars Program.--Authorization was granted to accept a \$300,000 gift and a \$1,200,000 pledge, payable by January 31, 1997, from The Cain Foundation, Austin, Texas, for a total of \$1,500,000 and to establish the following two endowments at The University of Texas Southwestern Medical Center at Dallas:

- a. \$500,000 to establish The Cain Foundation Distinguished Chair in Biomedical Research
- b. \$1,000,000 to establish an endowment to be named The Cain Foundation Center for Biomedical Research.

Further, \$1,500,000 will be allocated from the \$25,000,000 challenge fund established by an anonymous donor as part of the Private Fund Development Campaign, with \$500,000 of the challenge funds used to increase The Cain Foundation Distinguished Chair in Biomedical Research to a total endowment of \$1,000,000 and \$1,000,000 of the challenge funds used to increase The Cain Foundation Center for Biomedical Research to a total endowment of \$2,000,000.

Income earned from the two endowments will be used to support disease research in accordance with the donor's wishes.

Additionally, the actual income that will be earned on the \$1,500,000 in gifts and pledges, as received, and the \$1,500,000 in challenge funds for these two endowments will be certified to the appropriate State authorities for matching under the Texas Eminent Scholars Program as set out in Chapter 51, Subchapter I of the Texas Education Code, when matching funds are made available under that act.

35. U. T. Southwestern Medical Center - Dallas: Acceptance of Pledge from Mr. and Mrs. Louis A. Beecherl, Jr., Dallas, Texas; Establishment of the Center for Basic Research in Molecular Immunology; Allocation of Funds from the Private Fund Development Campaign; and Eligibility for Matching Funds Under the Texas Eminent Scholars Program.--Upon recommendation of the Asset Management Committee, the Board accepted a \$1,000,000 pledge, payable by December 31, 1996, from Mr. and Mrs. Louis A. Beecherl, Jr., Dallas, Texas, and established an endowment at The University of Texas Southwestern Medical Center at Dallas to be named the Center for Basic Research in Molecular Immunology.

Further, \$1,000,000 will be allocated from the \$25,000,000 challenge fund established by an anonymous donor as part of the Private Fund Development Campaign and will be used to increase the endowment to a total of \$2,000,000.

Income earned from the endowment will be used to support faculty research in the field of immunology as it relates to organ transplantation.

Additionally, the actual income that will be earned on the \$1,000,000 pledge, as received, and the \$1,000,000 in challenge funds will be certified to the appropriate State authorities for matching under the Texas Eminent Scholars Program as set out in Chapter 51, Subchapter I of the Texas Education Code, when matching funds are made available under that act.

36. U. T. Southwestern Medical Center - Dallas: Establishment of the James M. Collins Center for Biomedical Research.--The Board established an endowment at The University of Texas Southwestern Medical Center at Dallas to be named the James M. Collins Center for Biomedical Research with the understanding that the funds for the endowment (\$2,000,000) will be held and administered by the Southwestern Medical Foundation (an external foundation), Dallas, Texas.

Income earned from the endowment will be used to support the James M. Collins Center for Biomedical Research, which will focus on the area of pulmonary disease.

37. U. T. Southwestern Medical Center - Dallas: Redesignation of the Margaret Milam McDermott Chair of Anesthesiology as the Margaret Milam McDermott Distinguished Chair in Anesthesiology; Acceptance of Gift from The Eugene McDermott Foundation, Dallas, Texas; Establishment of the Margaret Milam McDermott Distinguished Chair in Anesthesiology and Pain Management; Allocation of Funds from the Private Fund Development Campaign; and Eligibility for Matching Funds Under the Texas Eminent Scholars Program (No Publicity).--The Board, upon recommendation of the Asset Management Committee, redesignated the Margaret Milam McDermott Chair of Anesthesiology at The University of Texas Southwestern Medical Center at Dallas as the Margaret Milam McDermott Distinguished Chair in Anesthesiology. Funds for the endowment are held and administered by the Southwestern Medical Foundation, Dallas, Texas (an external foundation).

Further, a \$500,000 gift from The Eugene McDermott Foundation, Dallas, Texas, was accepted to establish the Margaret Milam McDermott Distinguished Chair in Anesthesiology and Pain Management at the U. T. Southwestern Medical Center - Dallas.

Additionally, \$500,000 will be allocated from the Private Fund Development Campaign received from an anonymous donor and used to increase the Margaret Milam McDermott Distinguished Chair in Anesthesiology and Pain Management to a total of \$1,000,000.

In addition, the actual income that will be earned on all qualifying gifts will be certified to the appropriate State authorities for matching under the Texas Eminent Scholars Program as set out in Chapter 51, Subchapter I of the Texas Education Code, when matching funds are made available under that act.

It was requested that no publicity be given to this matter.

38. U. T. Southwestern Medical Center - Dallas: Acceptance of Gifts from the John T. Montford Governor for a Day Committee, Austin, Texas, and Various Donors; Establishment of the Senator John T. Montford Fund for Alzheimer's Disease Research; and Allocation of Funds from the Private Fund Development Campaign.--The Asset Management Committee recommended and the Board accepted a \$7,660 gift from the John T. Montford Governor for a Day Committee, Austin, Texas, and \$2,340 in gifts from various donors for a total of \$10,000 and established an endowment at The University of Texas Southwestern Medical Center at Dallas to be named the Senator John T. Montford Fund for Alzheimer's Disease Research.

Further, \$10,000 will be allocated from the \$25,000,000 challenge fund established by an anonymous donor as part of the Private Fund Development Campaign and will be used to increase the endowment to a total of \$20,000.

Income earned from the endowment will be used to support the work of faculty researchers involved in Alzheimer's disease research.

39. U. T. Southwestern Medical Center - Dallas: Acceptance of Gift and Pledge from the Sarah M. and Charles E. Seay Charitable Trust and from Mr. and Mrs. Charles E. (Sarah M.) Seay, Individually, Both of Dallas, Texas, and Establishment of the Seay Biomedical Research Building Fund.--Upon recommendation of the Asset Management Committee, the Board accepted a \$1,000,000 gift and a \$9,000,000 pledge, payable by January 31, 1998, from the Sarah M. and Charles E. Seay Charitable Trust and from Mr. and Mrs. Charles E. (Sarah M.) Seay, individually, both of Dallas, Texas, for a total of \$10,000,000 and established a quasi-endowment at The University of Texas Southwestern Medical Center at Dallas to be named the Seay Biomedical Research Building Fund.

Income earned from the endowment will be reinvested in the endowment corpus until termination of the endowment in accordance with the terms of the donative instrument. Upon termination, the total funds in this endowment will be used to fund the construction of a new biomedical research building.

40. U. T. Southwestern Medical Center - Dallas: Authorization to Accept Gifts from Various Donors and to Establish the Dr. Bryan Williams Medical Student Scholarship Fund.--Authorization was given to accept \$300,000 in gifts from various donors and to establish the Dr. Bryan Williams Medical Student Scholarship Fund at The University of Texas Southwestern Medical Center at Dallas.

Income earned from the endowment will be used to award scholarships based on financial need and/or merit.

41. U. T. Southwestern Medical Center - Dallas: Acceptance of Gift from Lomas Mortgage USA, Dallas, Texas; Establishment of the James M. Wooten Chair in Cardiology; Allocation of Funds from the Private Fund Development Campaign; and Eligibility for Matching Funds Under the Texas Eminent Scholars Program.--The Board accepted a \$250,000 gift from Lomas Mortgage USA, Dallas, Texas, and established the James M. Wooten Chair in Cardiology at The University of Texas Southwestern Medical Center at Dallas.

Further, \$250,000 will be allocated from the \$12,500,000 challenge fund established with MSRDP funds at the U. T. Southwestern Medical Center - Dallas as part of the Private Fund Development Campaign and will be used to increase the endowment to a total of \$500,000.

Income earned from the endowment will be used to support the Chair.

Additionally, the actual income that will be earned on the \$250,000 gift will be certified to the appropriate State authorities for matching under the Texas Eminent Scholars Program as set out in Chapter 51, Subchapter I of the Texas Education Code, when matching funds are made available under that act.

42. U. T. Medical Branch - Galveston: Acceptance of Gift from Miss Chloe S. Floyd, Galveston, Texas, and Establishment of The Chloe Floyd Lecture Series.--The Asset Management Committee recommended and the Board accepted a \$10,000 gift from Miss Chloe S. Floyd, Galveston, Texas, and established an endowment at The University of Texas Medical Branch at Galveston to be named The Chloe Floyd Lecture Series.

Income earned from the endowment will be used to fund the selection of a speaker or program for the lecture series and the printed brochure describing the program.

43. U. T. Medical Branch - Galveston: Approval to Accept Grant from The Sealy & Smith Foundation for the John Sealy Hospital, Galveston, Texas, for Addition to the John Sealy Chair in Pediatrics and the Rebecca Terry White Chair in Anesthesiology and to Redesignate, Respectively, as the John Sealy Distinguished Chair in Pediatrics and the Rebecca Terry White Distinguished Chair in Anesthesiology.--Approval was given to accept a \$5,000,000 grant, payable by December 31, 1998, from The Sealy & Smith Foundation for the John Sealy Hospital, Galveston, Texas, for the benefit of The University of Texas Medical Branch at Galveston.

Further, \$1,000,000 of the grant were added to the following two endowments at the U. T. Medical Branch - Galveston, and the endowments were redesignated as indicated:

- a. Of the total grant, \$500,000 was added to the John Sealy Chair in Pediatrics for a total endowment of \$1,000,000 and the Chair was redesignated as the John Sealy Distinguished Chair in Pediatrics.
- b. The remaining \$500,000 was added to the Rebecca Terry White Chair in Anesthesiology in the U. T. Medical School - Galveston for a total endowment of \$1,000,000 and the Chair was redesignated as the Rebecca Terry White Distinguished Chair in Anesthesiology.

The remaining \$4,000,000 from The Sealy & Smith Foundation for the John Sealy Hospital will be added to a total of eight chairs previously funded by the Foundation and redesignated as Distinguished Chairs.

44. U. T. Health Science Center - Houston: Acceptance of Transfer of Funds and Establishment of the Distinguished Chair in Cellular Pathology and the Distinguished Chair in Molecular Pathology.--Upon recommendation of the Asset Management Committee, the Board accepted a \$2,000,000 transfer of MSRDP funds and established the Distinguished Chair in Cellular Pathology and the Distinguished Chair in Molecular Pathology at The University of Texas Health Science Center at Houston with \$1,000,000 each.

Income earned from the endowments will be used to support the Chairs.

These Chairs are being funded by the Department of Pathology and Laboratory Medicine at the U. T. Medical School - Houston to promote and enhance the academic excellence of the Department in a permanent way.

45. U. T. Health Science Center - Houston: Acceptance of Gifts from the Family of Dr. Edward Randall, Jr., and Accumulated Earnings and Establishment of the Dr. Edward Randall, Jr. Memorial Fund.--The Board, upon recommendation of the Asset Management Committee, accepted gifts from the family of Dr. Edward Randall, Jr., and accumulated earnings totalling \$13,114.94 and established the Dr. Edward Randall, Jr. Memorial Fund in the U. T. Medical School - Houston at The University of Texas Health Science Center at Houston.

Ninety percent of the income earned from the endowment will be for the unrestricted use of the Scientific Director of the Institute of Molecular Medicine for the Prevention of Human Diseases in the U. T. Medical School - Houston. The remaining ten percent of income earned will be reinvested in the endowment corpus.

46. U. T. Health Science Center - Houston: Acceptance of Gifts from Various Donors and Establishment of the Reuel A. Stallones Memorial Scholarship Fund.--Authorization was given to accept \$10,000 in gifts from various donors and to establish the Reuel A. Stallones Memorial Scholarship Fund at The University of Texas Health Science Center at Houston.

Income earned from the endowment will be used to support a continuing student in the U. T. Public Health School - Houston and will be based on merit.

47. U. T. Health Science Center - San Antonio: Acceptance of Gifts from Various Donors and Establishment of the Philip A. Deffer, M.D. Lecture Series.--The Asset Management Committee recommended and the Board accepted \$14,538 in gifts from various donors and established an endowment at The University of Texas Health Science Center at San Antonio to be named the Philip A. Deffer, M.D. Lecture Series.

Income earned from the endowment will be used to support lectures by outstanding orthopaedic surgeons and other distinguished scientists.

48. U. T. M.D. Anderson Cancer Center: Endowment Fund for the People's Republic of China Radiology Fellowships - Approval to Accept Additional Gifts from Bao-Shan Jing, M.D., Houston, Texas, and Various Donors and Accumulated Earnings and to Redesignate as the Bao-Shan Jing Endowment Fund.--In accordance with the donor's request, the Board accepted \$39,678.54 in gifts from Bao-Shan Jing, M.D., Houston, Texas, \$6,700 in gifts from various donors, and \$58,086.80 in accumulated earnings for a total of \$104,465.34 for addition to the Endowment Fund for the People's Republic of China Radiology Fellowships at The University of Texas M.D. Anderson Cancer Center and redesignated the endowment as the Bao-Shan Jing Endowment Fund.

49. U. T. M.D. Anderson Cancer Center: Acceptance of Remainder Interests in Two Charitable Remainder Unitrusts from Mr. Gene F. Presley, Atlanta, Georgia.--Upon recommendation of the Asset Management Committee, the Board accepted fifty percent remainder interests in two charitable remainder unitrusts, initially valued at \$500,000 each, funded by Mr. Gene F. Presley, Atlanta, Georgia (to be held in trust by Trust Company Bank, Atlanta, Georgia), for the benefit of The University of Texas M.D. Anderson Cancer Center.

Each of the two trust agreements provides for the annual distribution of six percent of the net fair market value of the trust's assets, valued as of the first day of each taxable year of the trusts, to be paid quarterly to David S. Presley and Robert D. Presley, respectively, during their lifetimes. Distributions shall be paid from income and, to the extent that income is not sufficient, from principal.

Upon termination, fifty percent of the corpus of each Trust shall be distributed to the U. T. Board of Regents for the benefit of the U. T. M.D. Anderson Cancer Center.

50. U. T. M.D. Anderson Cancer Center: Redesignation of the W. W. Sutow Visiting Professorship in Pediatrics as the W. W. Sutow Professorship in Pediatrics; Acceptance of Transfer of Accumulated Earnings; and Establishment of the W. W. Sutow Lecture Series in Pediatrics.--In accordance with the donor's request, the Board, upon recommendation of the Asset Management Committee, redesignated the W. W. Sutow Visiting Professorship in Pediatrics at The University of Texas M.D. Anderson Cancer Center as the W. W. Sutow Professorship in Pediatrics.

Further, a \$100,000 transfer of accumulated earnings from the W. W. Sutow Professorship in Pediatrics was accepted to establish a quasi-endowment at the U. T. M.D. Anderson Cancer Center to be named the W. W. Sutow Lecture Series in Pediatrics.

Income earned from the endowment will be used to support an annual award to a distinguished scientist, academician, and/or clinician.

See Page 60 related to an appointment to this Professorship.



RECONVENE.--At 11:40 a.m., the Board reconvened as a committee of the whole to consider those items remaining on the agenda.

ITEMS FOR THE RECORD

1. U. T. System: Report on Status of Degree Programs and Academic Organization Requests Approved by the U. T. Board of Regents and Submitted to the Texas Higher Education Coordinating Board for the Period September 1, 1992 Through August 31, 1993.--Following is a report for the record of the status of degree programs and academic organization requests within The University of Texas System which have been approved by the U. T. Board of Regents for submission to the Texas Higher Education Coordinating Board. Included are items which have been acted upon by the Coordinating Board since September 1, 1992, or were still pending before the Coordinating Board as of August 31, 1993. Four regular Coordinating Board meetings have occurred since the last report. Full approval has been given for twenty-five (25) programs and administrative change requests and eleven (11) requests are now pending.
  - a. Degree Programs and Academic Administrative Changes Approved by the Coordinating Board for Implementation
    - U. T. Arlington

M.A. in Anthropology  
Ph.D. in Applied Chemistry (Changed from D.Sc.)  
Ph.D. in Applied Physics (Changed from D.Sc.)
    - U. T. Austin

Ph.D. and M.S. in Computational and Applied Mathematics  
Ph.D. in Medieval Studies  
Ph.D. and M.A. in Molecular Biology
    - U. T. Dallas

B.S. in Cognitive Science
    - U. T. El Paso

M.F.A. in Creative Writing  
Ph.D. in Materials Science and Engineering  
Ph.D. in Psychology
    - U. T. Pan American

M.S. in Nursing  
M.S. in Sociology
    - U. T. Southwestern Medical Center - Dallas

B.S. with major in Respiratory Therapy  
Ph.D. with major in Genetics and Development  
Ph.D. with major in Neuroscience  
Reorganization of Graduate School of Biomedical Sciences

U. T. Medical Branch - Galveston

Cooperative M.S.N. in Nurse-Midwifery with  
U. T. Health Science Center - Houston  
Official recognition of Cooperative Agreement in  
Doctoral Nursing Education with U. T. Austin  
Ph.D. with major in Experimental Pathology  
Transfer of B.S. in Respiratory Care Program  
and Department of Respiratory Care from  
U. T. Health Science Center - Houston to  
U. T. Medical Branch - Galveston

U. T. Health Science Center - Houston

B.S. with major in Cytotechnology  
Cooperative M.S.N. in Nurse Anesthesiology  
with Academy of Health Sciences, U. S. Army,  
Fort Sam Houston  
Name of Division of Emergency Medicine changed  
to Department of Emergency Medicine  
Name of Division of Neurosurgery changed to  
Department of Neurosurgery

U. T. Health Science Center - San Antonio

B.S. with major in Respiratory Therapy and renaming  
the Department of Respiratory Therapy to the  
Department of Respiratory Care

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

U. T. Arlington

Ph.D. and M.S. in Environmental Science and  
Engineering

U. T. Austin

Ph.D. in Architecture (pending resubmission with  
changes)  
Ph.D. in Community and Regional Planning (pending  
resubmission with changes)  
M.A. in Post-Soviet and East European Studies

U. T. Pan American

Ph.D. in Business Administration (In cooperation  
with U. T. Austin)\*  
Ed.D. in Educational Leadership (Cooperative with  
U. T. Austin)\*

- \* Degree authority for the Ph.D. in Business Administration would reside with U. T. Pan American with program oversight and dissertation supervision provided by U. T. Austin.

The proposed Ed.D. in Educational Leadership is for a cooperative program with courses offered at U. T. Pan American and joint faculty participation on doctoral committees. The degree would be awarded in the name of U. T. Austin.

U. T. San Antonio

B.A. in Philosophy  
M.A. in Art History

U. T. Tyler

M.S. in Biology

U. T. Health Science Center - San Antonio

M.S. and Ph.D. Programs in Molecular Medicine -  
first reading has been approved  
M.S.N. with major in Family Nurse Practitioner

2. U. T. System: Report on Status of Administratively Approved Academic Program Changes for the Period September 1, 1992 Through August 31, 1993.--In accordance with Regentally approved guidelines, the appropriate Executive Vice Chancellors are authorized to forward certain academic program changes to the Texas Higher Education Coordinating Board for approval at the staff level, subject to periodic reporting to the U. T. Board of Regents for the record. These changes, considered to be "nonsubstantive" according to the Coordinating Board's terminology, must be consistent with institutional missions approved by the U. T. Board of Regents and the Coordinating Board.

Set forth below is a report for the record of twenty-eight (28) such nonsubstantive approvals granted by the staff of the Coordinating Board for eight (8) of The University of Texas System general academic and health component institutions for the period September 1, 1992 through August 31, 1993.

U. T. Arlington (4 items)

- a. Changed programs in Illustration, Graphic Communication, Photography, and Video from B.A. and B.F.A. degrees with majors in Art or in Studio Art to B.A. or B.F.A. degrees with a major in Media Art
- b. Changed name of Department of Industrial Engineering to Department of Industrial and Manufacturing Systems Engineering
- c. Changed Name of Department of Chemistry to Department of Chemistry and Biochemistry
- d. Added Critical Care Option under M.S. in Nursing

U. T. Austin (5 items)

- a. Changed name of Department of Petroleum Engineering to Department of Petroleum and Geosystems Engineering
- b. Established the Division of Rhetoric and Composition in the College of Liberal Arts
- c. Changed B.A. with a major in Soviet and East European Studies to a major in Post-Soviet and East European Studies

- d. Changed name of Department of Drama to Department of Theater and Dance and existing M.A., M.F.A. and Ph.D. degrees in Drama to M.A., M.F.A. and Ph.D. in Theater
- e. Added to M.S.N. with major in Nursing an Option in Family Nurse Practitioner

U. T. El Paso (6 items)

- a. Reorganized College of Education by replacing the existing Department of Educational Leadership and Counseling with a Department of Educational Leadership and Foundations and a Department of Educational Psychology and Special Services as well as maintaining the Department of Teacher Education\*
  - b. Changed name of former College of Nursing and Allied Health to College of Nursing and Health Sciences; created Department of Nursing and Department of Health Sciences
  - c. Transferred the programs in Health Education and Physical Education from the Department of Teacher Education to the new Department of Health Sciences in the College of Nursing and Health Sciences
  - d. Changed the B.S. in Education with a major in Health and Physical Education to a B.S. with a major in Kinesiology and Sports Studies to be administered by the new Department of Health Sciences
  - e. Changed name of existing B.S. in Medical Technology to B.S. in Clinical Laboratory Science; changed name of M.S.N. in Maternal/Child Health Nursing to M.S.N. in Parent/Child Nursing; changed name of M.S.N. in Medical/Surgical Nursing to M.S.N. in Adult Health Nursing
  - f. Changed name of B.S. in Criminal Justice to B.A. with major in Criminal Justice
- \* The Coordinating Board chose to act on this request as a substantive item but did not require prior approval by the U. T. Board of Regents.

U. T. Pan American (2 items)

- a. Changed name of Division of Health Related Professions to School of Health Sciences
- b. Changed name of Office of Continuing Education to the Center for Continuing Education and Off-Campus Instruction

U. T. San Antonio (5 items)

- a. Deleted two concentrations (Ethnohistory and Archeology) from the M.A. in Anthropology Program
- b. Added a concentration in Management Accounting to the existing M.B.A. with a major in Business
- c. Added a concentration in Taxation to the existing M.B.A. in Business

- d. Added a concentration in Human Resources Management to the existing M.B.A. in Business
- e. Added a concentration in International Business to the existing B.B.A. with a major in Management

U. T. Tyler (2 items)

- a. Changed the B.B.A. degree in Economics to B.S. and B.A. degrees with a major in Economics and transferred the Economics Program to the School of Liberal Arts
- b. Changed reporting of Director of Division of Nursing from the Dean of Sciences to the Vice President for Academic Affairs

U. T. Southwestern Medical Center - Dallas (1 item)

Authorized awarding of M.S. degrees in nine (9) academic programs under certain conditions for persons not completing the Ph.D. program

U. T. Medical Branch - Galveston (3 items)

- a. Changed name of B.S. in Health Care Sciences to B.S. in Health Care Administration
- b. Changed name of Department of Graduate Studies to Department of Health Promotion and Gerontology
- c. Changed name of Department of Microbiology to Department of Microbiology and Immunology

- 3. U. T. Austin - Borden-Superior Dairies Gift: Report of Real Estate Contract Termination on 1.75 Acre Tract of Land in Austin, Travis County, Texas.--At its February 1993 meeting, the U. T. Board of Regents authorized the Office of Endowment Real Estate, on behalf of The University of Texas at Austin, to enter into a contract to sell a 1.75 acre tract of land in Austin, Travis County, Texas, which was a portion of a gift in 1985 from Borden-Superior Dairies, according to the parameters outlined in Executive Session. It is hereby reported for the record that the sale will not take place because the real estate contract was terminated by the potential Buyer during the feasibility period.
- 4. U. T. Austin: Richard W. Yarborough Native American Indian Endowed Presidential Scholarship in Law in the School of Law - Correction of Minute Order of August 12, 1993.--At the August 1993 meeting, the U. T. Board of Regents established the Richard W. Yarborough Native American Indian Endowed Presidential Scholarship in Law in the School of Law at The University of Texas at Austin. However, rather than being a new endowment, the Scholarship should have been reported as a redesignation of the Richard W. Yarborough Native American Indian Scholarship in the School of Law which The University of Texas Law School Foundation (an external foundation) reported to the U. T. Board of Regents at the August 1986 meeting.

Thus the August 1993 U. T. Board of Regents' Minutes are hereby amended so that the existing Richard W. Yarborough Native American Indian Scholarship in the School of Law at U. T. Austin is redesignated as the Richard W. Yarborough Native American Indian Endowed Presidential Scholarship in Law thereby not creating a new endowment.

#### REPORT OF BOARD FOR LEASE OF UNIVERSITY LANDS

Regent Rapoport, a member of the Board for Lease of University Lands, submitted the following report on behalf of that Board:

##### Report

The Board for Lease of University Lands met on August 12, 1993, in Austin, Texas, and announced plans for a regular Oil and Gas Lease Sale and a Frontier Oil and Gas Lease Sale to be held on December 14, 1993, in Midland, Texas.

The Board required that all nominations for the regular Oil and Gas Lease Sale be received by September 22, 1993. Nominations for the December lease sale have now been received and 32,347 acres were nominated by various oil and gas companies.

In conjunction with the regular Oil and Gas Lease Sale, there will be an additional 532,000 acres available for a Frontier Oil and Gas Lease Sale on December 14, 1993.

#### OTHER MATTERS

U. T. System: Report on the Activities of the Student Advisory Group.--At the request of Chairman Rapoport, Chancellor Cunningham introduced Mr. Terrence Shaw, outgoing Chair of The University of Texas System Student Advisory Group, who made the following presentation related to the Group's activities during the past year:

I would like to take these next few minutes to briefly discuss some of the issues that The University of Texas System Student Advisory Group has worked on in the last year.

Since the Student Advisory Group's inception four years ago, it has been an effective mechanism by which students from all U. T. System component institutions are able to voice their opinions about important issues facing the U. T. System and higher education. The Student Advisory Group, however, has maintained an underlying policy of not micro-managing issues at the component level but to instead discuss issues that affect the component institutions as a whole at the System level and to bring the voice of the students directly to the U. T. System Administration, the Chancellor, and the Board of Regents.

While it would probably take me the better part of the day to discuss every issue brought before the Student Advisory Group in this last year, I would now like to briefly summarize the major issues discussed and acted upon this year.

- The first issue was that of student due process which came from the Students' Rights Committee, which had compiled information from each of the component institutions regarding grievance procedures and due process. The delegates of the Group discussed the inadequacy of available published material and information for students regarding these policies and disseminated a copy of the student due process procedure that has been published in the student handbook at The University of Texas School of Allied Health Sciences at Galveston. The Group commended this document as a model for those institutions currently without written or published procedures.
- The next issue was the advancement and in some cases ground breaking progress of the U. T. System's cooperative academic programs. The Group felt that this was an important issue to all students in the U. T. System as well as to higher education in general and was encouraged by the number of joint degree programs and interactive telecommunication technologies currently available in the U. T. System. The Group also expressed hope for further expansion of these programs in the future.
- Another issue, which was researched extensively by the Multicultural and Minority Affairs Committee of the Group, was in reference to programs currently offered at component institutions in multicultural awareness. The research included campus surveys conducted by the Group's delegates and correspondence with campus administrators and program directors as well as with student groups.

While recognizing the positive merits of existing programs, such as the mother-daughter program at The University of Texas at El Paso and the Native Americans program at The University of Texas at Brownsville, the group encouraged the adoption of programs similar to that of the multicultural program at The University of Texas at Austin which has been incorporated in its summer orientation for all entering students.

- The Group also took up the issue of facilitating the availability of the Hepatitis B vaccine at the least expensive cost for students at academic components both for health students required to be vaccinated and to other students who desire to be vaccinated.

- The next issue that the Group discussed was on developing a mechanism for student input into incidental fees. The Group recommended to the component institutions that either the Student Service Fees Committee could be used or that a special committee could be formed for this specific purpose, but the concern was to have student input considered in some structured format for incidental fees.

Some of the other issues also discussed by the Group were those of primary care, drug resistant tuberculosis, and faculty evaluations. The Executive Committee of the Student Advisory Group also met with the Executive Committee of the Faculty Advisory Committee in a joint effort to increase communication between the groups.

In closing, I would like to extend thanks to Chancellor Cunningham for taking time out of his busy schedule to attend the Group meetings and answer questions from the delegates as well as Mr. David McClintock and Mrs. Francie Frederick of the U. T. System for their work with the Group this year.

Mr. Shaw then introduced Mr. Jason Oehlke, a student at The University of Texas at Dallas, who has been elected the new Chair of the Student Advisory Group.

Following Mr. Shaw's presentation and in appreciation of his excellent service as Chair of the Student Advisory Group, Chancellor Cunningham presented a certificate of appreciation to him.

#### OTHER BUSINESS

Comments by Mr. Lee Alcorn, President of the Grand Prairie Chapter of the National Association for the Advancement of Colored People (NAACP).--Regent Holmes reported that earlier in the meeting he had shared with the Board information about a meeting that was held yesterday (October 7) among certain U. T. System Administration officials and African-American leaders in the Dallas area. He then introduced the following who were in the audience:

Mr. Darren Reagan, Chairman/Chief Executive Officer of the Black State Employees Association of Texas

Mr. Allen McGill, Secretary General of the Black State Employees Association of Texas

Mr. Lee Alcorn, President of the Grand Prairie Chapter of the National Association for the Advancement of Colored People (NAACP)

Regent Holmes then requested permission for Mr. Alcorn to address the Board to voice those groups concerns regarding the selection of a President for The University of Texas at Dallas.



Chairman Rapoport advised Mr. Alcorn that he would have three minutes to speak, and Mr. Alcorn then made the following comments:

My name is Lee Alcorn, and I am President of the Grand Prairie Chapter of the NAACP. I want to thank the Board for giving us this opportunity to speak. We want to express our concerns related to the vacancy of the presidency of The University of Texas at Dallas. We simply want to reinforce and support the position of Regent Holmes in referring to what he has said and want to make sure that we are included in the selection process for this position. We want to make sure that African-Americans will be considered for this position. Out of the 15 institutions within the U. T. System, you have two Hispanic presidents and no African-Americans and that is a shame. We need to ensure that the process is working out the way it should.

There needs to be a better way for people to address this Board as we can't have the opportunity to share our concerns. This is a cumbersome process and we should be able to tell you what some of our concerns are. We need to be able to come to a public meeting and sign up and speak to you without writing to you a month in advance. This is not a private organization but a public body. There needs to be a process whereby we can come and speak and I would like to ask the Board to consider this process and look into the agenda closely before the agenda is made.

Following Mr. Alcorn's comments, Chairman Rapoport thanked him for his presentation and noted that the Board would give the matter very serious consideration.

See Pages 52 and 72.

RECESS TO EXECUTIVE SESSION.--At 11:54 a.m., the Board recessed to convene in Executive Session pursuant to Vernon's Texas Civil Statutes, Article 6252-17, Sections 2(e), (f) and (g) to consider those matters set out in the Material Supporting the Agenda.

RECONVENE.--At 3:00 p.m., the Board reconvened in open session.

EXECUTIVE SESSION OF THE BOARD OF REGENTS

Chairman Rapoport reported that the Board had met in Executive Session in Room NB5.124 of the Simmons Biomedical Research Building to discuss matters in accordance with Article 6252-17, Sections 2(e), (f) and (g) of Vernon's Texas Civil Statutes. In response to Chairman Rapoport's inquiry regarding the wishes of the Board, the following actions were taken:

1. U. T. Medical Branch - Galveston and U. T. M.D. Anderson Cancer Center: Settlements of Medical Liability Litigation/Claim.--Chairman Rapoport reported that in Executive Session the Board heard presentations from System Administration Officials concerning the medical liability matters listed in the agenda. He noted that, since the Material Supporting the Agenda was prepared, an additional medical liability issue on behalf of The University of Texas M.D. Anderson Cancer Center was posted with the Secretary of State and considered in Executive Session.

Based on these presentations and upon motion of Regent Smiley, seconded by Vice-Chairmen Temple and Lebermann, the Board authorized the Chancellor and the Office of General Counsel to settle the following medical liability litigation or claim matters in accordance with the individual proposals presented in Executive Session:

- a. On behalf of The University of Texas Medical Branch at Galveston:
  - The medical liability litigation filed by Keith Hipp, et al. and
  - The medical liability litigation brought by Rose Mary Walls, et al.
- b. On behalf of The University of Texas M.D. Anderson Cancer Center:
  - The medical liability litigation filed by Ennis Ray Leake, et al. and
  - The medical liability claim filed by the Fonseca family.

2. U. T. Austin: (a) Lundell Endowment - Authorization to Sell a 4.3405 Acre Tract of Land in Plano, Collin County, Texas, and (b) Ralph R. Nelson Scholarship Fund - Authorization to Sell an Undivided One-Half Interest in 164.5 Acres of Land in Wimberley, Hays County, Texas.--Regent Cruikshank moved that the Office of Endowment Real Estate be authorized to complete negotiations in accordance with the parameters discussed in Executive Session on behalf of The University of Texas at Austin for the sale of:
  - a. A 4.3405 acre tract of land in Plano, Collin County, Texas, for the benefit of the Lundell Endowment and

- b. An undivided one-half interest in 164.5 acres of land in Wimberley, Hays County, Texas, for the benefit of the Ralph R. Nelson Scholarship Fund.

Regent Cruikshank further moved that for these two sales the Vice Chancellor for Asset Management or his delegate be authorized to execute all documents pertaining to the sale following approval by the President of U. T. Austin, the Executive Vice Chancellor for Academic Affairs, and the Office of General Counsel.

Regent Loeffler seconded the motions which prevailed without objection.

3. U. T. Medical Branch - Galveston: Approval to Acquire or Purchase Lot 14 and the West 14.83 Feet of Lot 13, Block 613, Abstract 628 in Galveston, Galveston County, Texas.--Upon motion of Vice-Chairman Temple, seconded by Regent Loeffler, the Executive Vice President of The University of Texas Medical Branch at Galveston or his delegate was authorized to take all steps necessary including the use of eminent domain to acquire or purchase Lot 14 and the west 14.83 feet of Lot 13, Block 613, Abstract 628 in Galveston, Galveston County, Texas, according to the parameters outlined in Executive Session following approval of the Executive Vice Chancellor for Health Affairs, the Executive Vice Chancellor for Business Affairs, and the Office of General Counsel.

SCHEDULED MEETING.--Chairman Rapoport announced that the next scheduled meeting of the U. T. Board of Regents would be held on December 2, 1993, at The University of Texas at Brownsville.

ADJOURNMENT.--There being no further business, the meeting was adjourned at 3:05 p.m.

/s/ Arthur H. Dilly  
Executive Secretary

October 15, 1993