

MATERIAL SUPPORTING THE AGENDA

Volume XXXIIb

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

February 14-15, 1985
April 11-12, 1985

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

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

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

Yellow paper - emergency items distributed at the meeting.

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



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

Meeting No.: 808

Date: April 11-12, 1985

Location: Tyler, Texas

BOARD OF REGENTS
OF
THE UNIVERSITY OF TEXAS SYSTEM

CALENDAR

Place: Building B, 6th Floor, North Conference Room
The University of Texas Health Center at Tyler
Highway U. S. 271 North and State Highway 155
Tyler, Texas

Host Institution: The University of Texas Health Center at Tyler

Thursday, April 11, 1985

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

See Pages B of R 1 - 30,
Items A - N

Friday, April 12, 1985

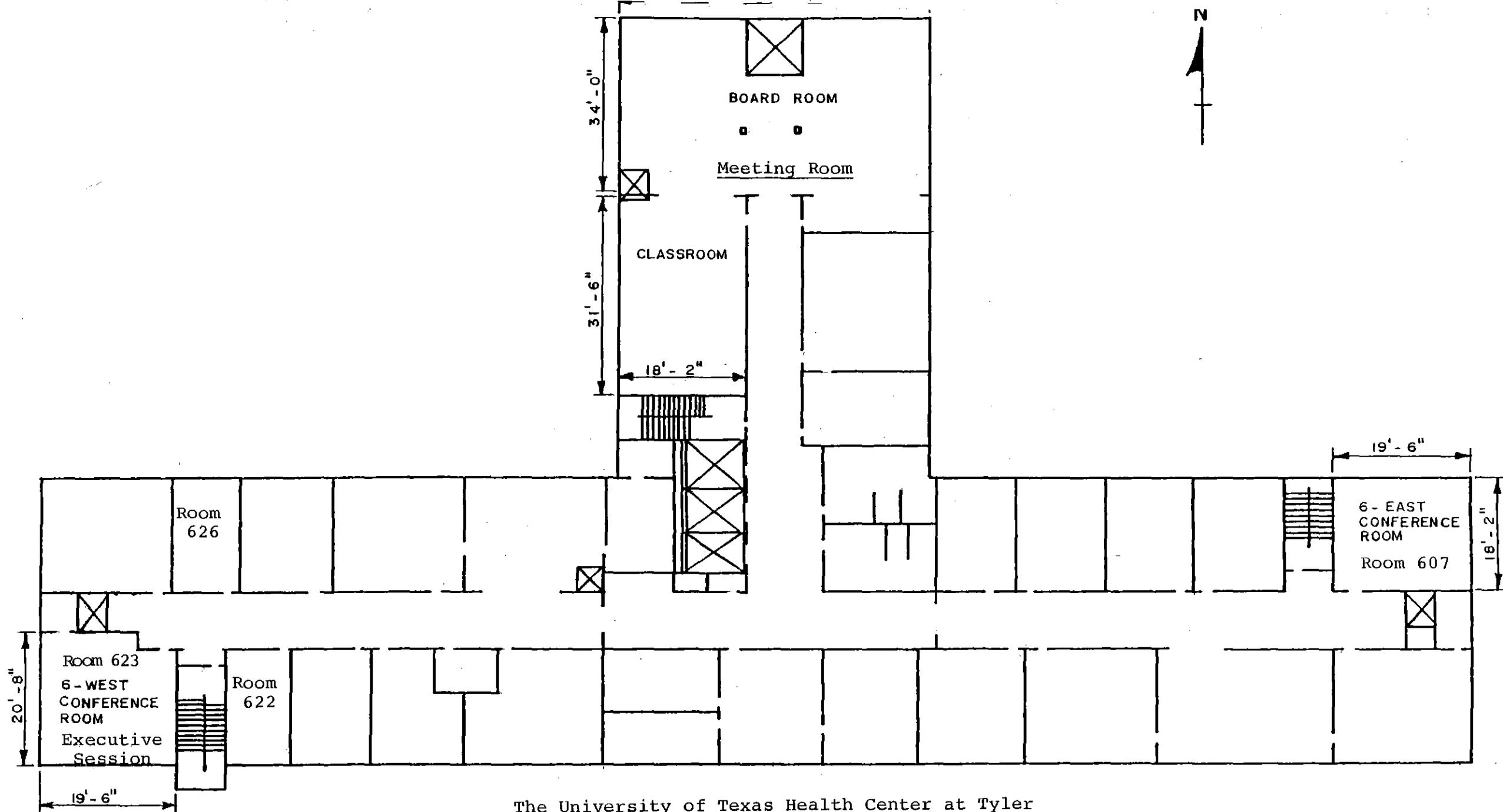
9:00 a.m. Meeting of the Board of Regents

See Page B of R - 31,
Items O - S

Telephone Numbers

Office:
Director Hurst (214) 877-3451

Hotel:
Ramada Hotel (214) 561-5800
5701 South Broadway



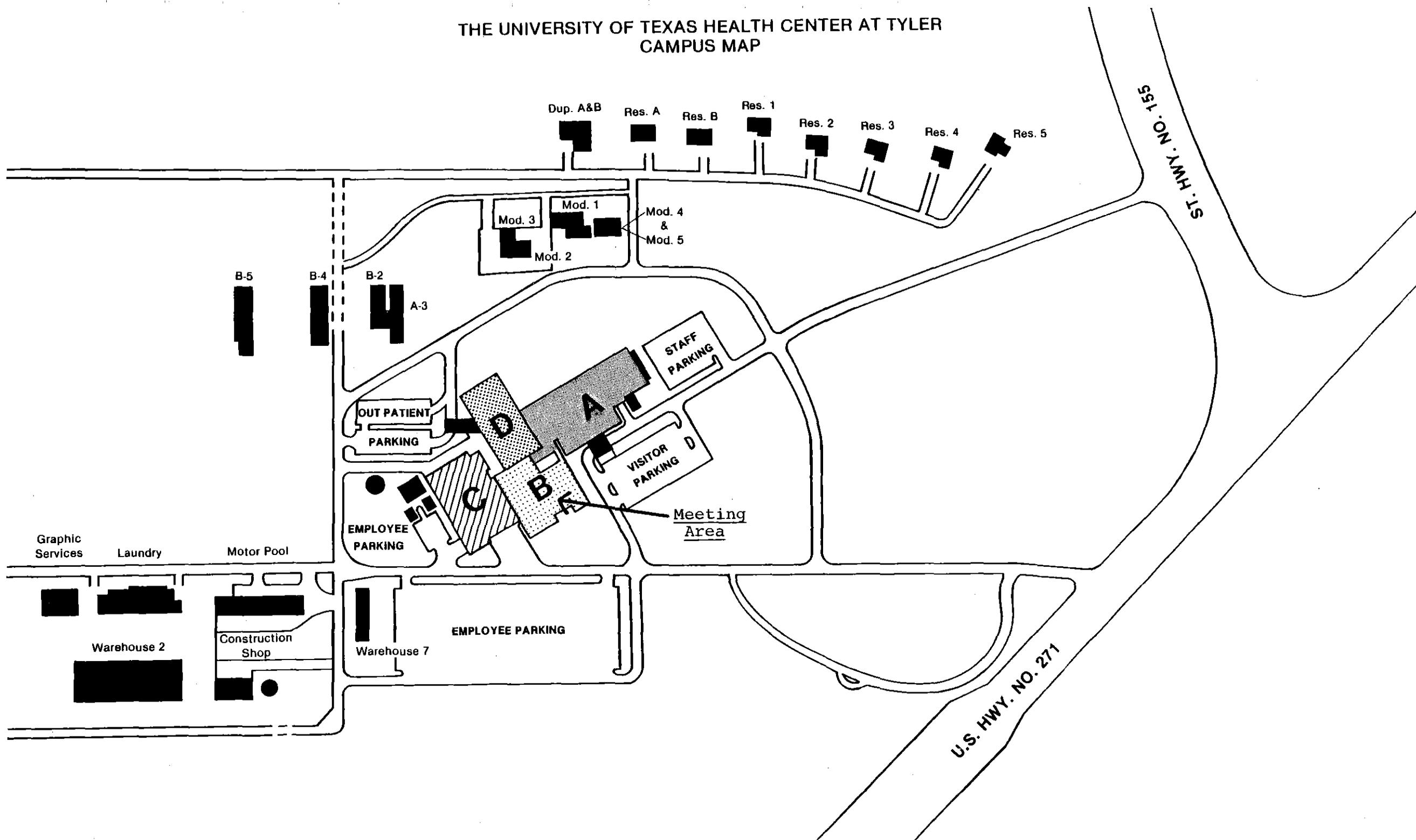
The University of Texas Health Center at Tyler

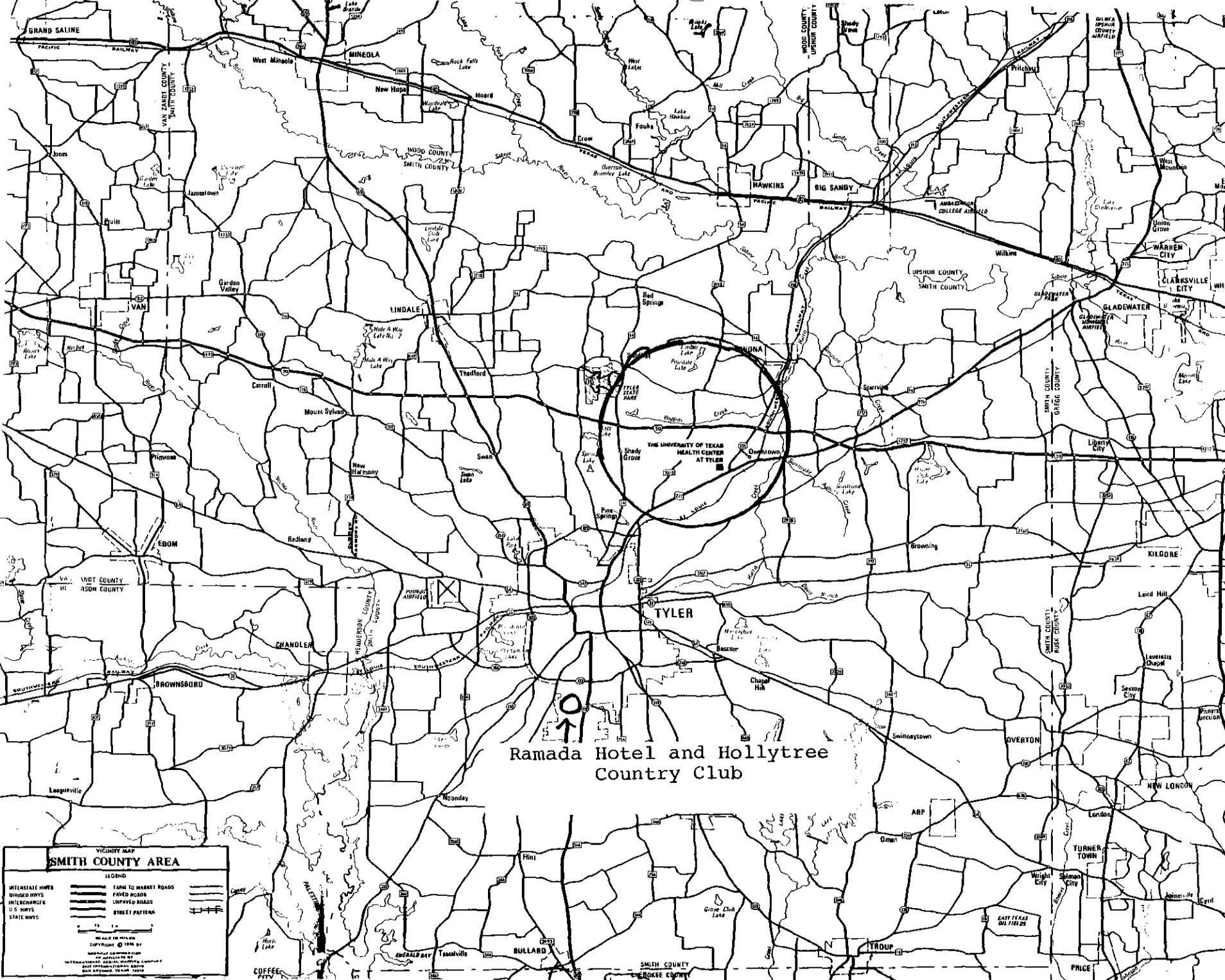
6TH FLOOR-BLDG. B

NOT TO SCALE

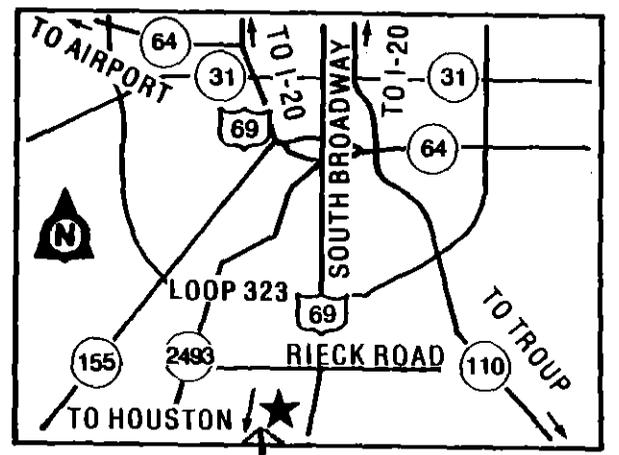
- Room 626 - Regents' Secretarial Office
- Room 622 - Telephones for Press
- Room 607 - Telephones for Staff

THE UNIVERSITY OF TEXAS HEALTH CENTER AT TYLER CAMPUS MAP





Ramada Hotel and Hollytree
Country Club



Ramada Hotel and
the Hollytree
Country Club are
in this area.

VICINITY MAP
SMITH COUNTY AREA

LEGEND

INTERSTATE HWYS	TARRED TO MARKET ROADS	RAILROADS
DIVIDED HWYS	PAVED ROADS	UNPAVED ROADS
IN EXCHANGE	UNPAVED ROADS	STREET PATTERNS
U.S. HWYS	STREET PATTERNS	
STATE HWYS		

SCALE IN MILES
0 10 20

Copyright © 1986 by
McGraw-Hill, Inc.

McGraw-Hill, Inc.
1221 Avenue of the Americas
New York, N.Y. 10020-1399

Meeting of the Board

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

Date and Time: Thursday, April 11, 1985, from 1:30 p.m.
Until Recess
Friday, April 12, 1985, from 9:00 a.m.
Until Adjournment

Place: Building B, 6th Floor, North Conference Room
U. T. Health Center - Tyler

- A. CALL TO ORDER
- B. WELCOME AND PRESENTATION BY DIRECTOR HURST
- C. APPROVAL OF MINUTES OF REGULAR MEETING HELD
FEBRUARY 14-15, 1985
- D. INTRODUCTION OF COMPONENT GUESTS
 - 1. U. T. Arlington - President Nedderman
 - 2. U. T. Austin - President Flawn
 - 3. U. T. Dallas - President Rutford
 - 4. U. T. El Paso - President Monroe
 - 5. U. T. Permian Basin - President Leach
 - 6. U. T. San Antonio - President Wagener
 - 7. U. T. Tyler - President Hamm
 - 8. U. T. Institute of Texan Cultures - San Antonio -
Executive Director Maguire
 - 9. U. T. Health Science Center - Dallas -
President Sprague
 - 10. U. T. Medical Branch - Galveston - President Levin
 - 11. U. T. Health Science Center - Houston -
President Bulger
 - 12. U. T. Health Science Center - San Antonio -
President Howe
 - 13. U. T. Cancer Center - President LeMaistre
 - 14. U. T. Health Center - Tyler - Director Hurst
 - 15. Others

E. SPECIAL ITEMS

1. U. T. Board of Regents: Resolution Authorizing the Issuance of Replacement Bonds in the Amount of \$30,000 Out of the Board of Regents of The University of Texas System Permanent University Fund Bonds, New Series 1980.--

RECOMMENDATION

The Office of the Chancellor recommends the adoption of the Resolution set out on Pages B of R 3 - 6 authorizing the issuance of replacement bonds Numbers R-2811 through R-2816 to be issued to Mr. John M. Strange, Houston, Texas. The Bonds were originally issued by Resolution of the U. T. Board of Regents on July 10, 1980.

It is further recommended that: (1) the appropriate officials of the U. T. System be authorized to communicate with the Attorney General of Texas, the Comptroller of Public Accounts, and the First City National Bank of Austin, Texas, substantially in the form of the draft communications set out on Pages B of R 7 - 10; and (2) the appropriate officials of the U. T. System be authorized to execute the General Certificate and the Signature Identification and No-Litigation Certificate substantially in the forms set out on Pages B of R 11 - 13.

BACKGROUND INFORMATION

Mr. John M. Strange, Bondholder of the lost bonds, in January 1985, discovered that he apparently had inadvertently placed with discarded mail and thrown out with the trash six Permanent University Fund Bonds, New Series 1980, each in the denomination of \$5,000, an aggregate amount of \$30,000. The bonds bear interest at the rate of 6.5% per annum, payable semiannually on each July 1 and January 1 (Interest Coupon No. 10 and subsequent coupons appertaining thereto unpaid), and mature July 1, 1993. Mr. Strange's affidavit of loss is set out on Pages B of R 14 - 15. Mr. Strange has requested that the U. T. Board of Regents authorize issuance of replacement bonds in accordance with provisions of Article 715a of the Revised Civil Statutes of Texas and has submitted a sole obligor indemnity bond with the Fidelity and Deposit Company as surety, indemnifying the U. T. Board of Regents, its registrar, depositories, and paying agency banks from and against any and all liability in the event that the original bonds or coupons are subsequently presented for payment. The indemnity bond is set out on Pages B of R 16 - 20. All expenses of printing the replacement bonds and any other charges are to be the sole responsibility of the owner of said bonds, namely, Mr. John M. Strange, 5609 Lynbrook, Houston, Texas. Bond counsel for the original bond issue was McCall, Parkhurst & Horton of Dallas. That firm has prepared the Resolution, instruments, and draft instruments for the actions herein proposed and has approved the affidavit of loss and the indemnity bond.

REPLACEMENT BOND RESOLUTION OF THE BOARD OF REGENTS
OF THE UNIVERSITY OF TEXAS SYSTEM
(NEW SERIES 1980, BONDS NOS. 2811, 2812, 2813,
2814, 2815 AND 2816)

A resolution passed by the Board of Regents of The University of Texas System authorizing the issuance of six \$5,000.00 replacement bonds to replace Bonds Numbers 2811, 2812, 2813, 2814, 2815 and 2816 of Board of Regents of The University of Texas System Permanent University Fund Bonds, New Series 1980 and resolving other matters relating to the subject.

WHEREAS, the Board of Regents of The University of Texas System by resolution passed on July 10, 1980 authorized the issuance of and sold its Board of Regents of The University of Texas System Permanent University Bonds, New Series 1980, in the aggregate principal amount of \$26,000,000.00, dated July 1, 1980; and

WHEREAS, six bonds of the above described Series of bonds, to-wit:

Bonds Numbers 2811, 2812, 2813, 2814, 2815 and 2816 each in the denomination of \$5,000.00, and an aggregate amount of \$30,000.00, and bearing interest at the rate of 6.5% per annum, payable semiannually on each July 1 and January 1 (Interest Coupon No. 10 and subsequent coupons appertaining thereto unpaid), and maturing July 1, 1993 (the "Bonds")

are outstanding and unpaid; and

WHEREAS, an affidavit in due form verified by John M. Strange, (the "Owner"), to the effect that on or about January, 1985 it was discovered that the bonds had been inadvertently placed with discarded mail and thrown out with the trash and it is believed that the bonds have been lost or destroyed, has been received and is on file in the offices of the Board of Regents, and such affidavit has been accepted by the Board of Regents of The University of Texas System as sufficient evidence that the Bonds have been lost, within the meaning of Article 715a of the Revised Civil Statutes of Texas, and a certified copy of such affidavit is attached hereto as a permanent part hereof; and

WHEREAS, at the time the loss occurred, Coupon Number 10, coming due on July 1, 1985, and subsequent coupons were attached to each of said Bonds, and therefore neither said coupons nor any subsequent coupons have been presented for payment; and

WHEREAS, the owner of said Bonds and appurtenant coupons desires that replacement bonds be issued to replace the aforesaid lost Bonds and appurtenant coupons; and

WHEREAS, by Acts 1965 of the 59th Legislature of the State of Texas, Chapter 334, commonly known as Article 715a of the Revised Civil Statutes of Texas, the Board of Regents of The University of Texas System is authorized to issue without an election bonds to replace any bonds theretofore lawfully issued which are outstanding and which have been destroyed, lost or stolen, provided that such replacement bonds may be issued only upon indemnification satisfactory to the Board establishing proof of ownership and the circumstances of the loss, theft or destruction of the bonds for which replacement bonds are being sought; and

WHEREAS, a Bond for Instruments Lost or Destroyed dated February 12, 1985, and executed by an authorized representative of The Fidelity and Deposit Company, as obligor, has been received and is on file in the office of the Board of Regents and such Bond of Indemnity is acceptable to the Board of Regents of The University of Texas System as sufficient indemnity under the provisions of Article 715a of the Revised Civil Statutes of Texas, and a certified copy of such Bond for Instruments Lost or Destroyed is attached hereto as a permanent part hereof.

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

Section 1. That there are hereby authorized to be issued six replacement bonds to replace the Bonds. Said replacement bonds and the interest coupons appertaining thereto shall be in the same form and in all respects of

like tenor and effect as the Bonds, and the interest coupons appertaining thereto, except that such replacement bonds and the interest coupons appertaining thereto shall be signed manually, or in facsimile, as provided by law, by the proper officials holding office at the time of their issuance, and that no interest coupon shall mature prior to July 1, 1985.

Section 2. That said replacement bonds shall be dated July 1, 1980, which is the date of the Bonds.

Section 3. That said replacement bonds and all interest coupons appertaining thereto shall have the letter "R" preceding the Bond Number and following the Interest Coupon Number.

Section 4. That after said replacement bonds have been executed, it shall be the duty of the Chairman of the Board of Regents or some officer, employee or attorney of the Board acting through authority from him, to deliver the replacement bonds to the Attorney General of Texas for examination and approval. After approval by the Attorney General of Texas, the replacement bonds shall be delivered to the Comptroller of Public Accounts of the State of Texas for registration. The replacement bonds thus registered shall remain in custody of the Chairman of the Board, or subject to his order, until the delivery thereof to the owner of the original Bonds being replaced thereby.

Section 5. That the Comptroller of Public Accounts of the State of Texas is hereby authorized and directed to register the replacement bonds in the same manner as the original Bonds were registered, giving them the same registration number as each respective original Bond except that such number shall be preceded by the Letter "R". The Comptroller shall date his registration certificate as of the date of registration of the replacement bonds.

Section 6. That all provisions of the resolution passed by the Members of the Board of Regents of The University of Texas System on July 10, 1980 authorizing the

series of bonds of which the Bonds were a part and which are not in conflict with this resolution are hereby adopted by reference and shall be a part of this resolution.

Section 7. That the preparation and passage of this resolution by the Board of Regents of The University of Texas System and the performance of each and every, all and singular, the acts ordered hereby and all acts or expenditures incidental thereto shall be at no cost to the Board of Regents of The University of Texas System and shall be borne entirely by and be the sole liability of the Owner of the lost Bonds which has requested the issuance of replacement securities as provided herein.

The Attorney General of Texas
Capitol Station
Austin, Texas 78711

Attention: Public Finance Division

RE: BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM
PERMANENT UNIVERSITY FUND BONDS, NEW SERIES 1980,
\$30,000, REPLACEMENT BONDS NUMBERS R-2811, R-2812,
R-2813, R-2814, R-2815 AND R-2816

Dear Sir:

The captioned Bonds are being sent to your office, and it is requested that you examine and approve the Bonds in accordance with law. After such approval, please deliver the Bonds to the Comptroller of Public Accounts for registration.

Enclosed herewith is a signed but undated copy of the Signature Identification and No-Litigation Certificate for said Bonds. You are hereby authorized and directed to date said Certificate concurrently with the date of approval of the Bonds. If any litigation or contest should develop pertaining to the Bonds or any other matters covered by said Certificate, the undersigned will notify you thereof immediately by telephone and telegraph. With this assurance you can rely on the absence of any such litigation or contest, and on the veracity and currency of said Certificate, at the time you approve the Bonds unless you are notified otherwise, as aforesaid.

Sincerely yours,

BOARD OF REGENTS OF THE UNIVERSITY
OF TEXAS SYSTEM

By _____
Chairman, Board of Regents

cc: McCall; Parkhurst & Horton

The Comptroller of Public Accounts
Capitol Station
Austin, Texas 78744

Attention: Bond Division

Re: BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM
PERMANENT UNIVERSITY FUND BONDS, NEW SERIES 1980,
\$30,000, REPLACEMENT BONDS NUMBERS R-2811, R-2812,
R-2813, R-2814, R-2815 and R-2816

Dear Sir:

The approved captioned Replacement Bonds will be delivered to you by the Attorney General of Texas. You are hereby requested to register the Bonds as required by law and by the proceedings authorizing the Bonds. The Registration Numbers on each Bond should be the same as the number on the respective Bond it replaces, except that it should be preceded by the letter "R".

After such registration, you are hereby authorized and directed to deliver the Bonds to the First City National Bank of Austin, Austin, Texas.

Please send to McCall, Parkhurst & Horton, Attorneys at Law, 900 Diamond Shamrock Tower, Dallas, Texas 75201, five copies of each of the following:

- (1) Attorney General's Approving Opinion;
- (2) Comptroller's Signature Certificate
(dated as of the date of registration
of the replacement bonds).

Thank you for your assistance.

Sincerely yours,

BOARD OF REGENTS OF THE UNIVERSITY
OF TEXAS SYSTEM

BY _____
Chairman, Board of Regents

cc: McCall, Parkhurst & Horton

First City National Bank of Austin
P. O. Box 1727
Austin, Texas 78767

Attention: Ms. Paula Coker

RE: BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM
PERMANENT UNIVERSITY FUND BONDS, NEW SERIES 1980,
\$30,000, REPLACEMENT BONDS NUMBERS R-2811, R-2812,
R-2813, R-2814, R-2815 and R-2816

Gentlemen:

The Issuer of the captioned Replacement Bonds has designated your Bank as the place, and as their agent, for the delivery of the Bonds. Upon notice of their registration, you are hereby authorized and directed to pick up the Bonds at the Bond Division of the Office of Comptroller of Public Accounts and to hold the Bonds for safekeeping pending said delivery.

When you receive the Replacement Bonds, you are authorized and directed to forward the Replacement Bonds by registered or certified mail to:

John M. Strange
P. O. Box 22088
Houston, Texas 77227

when you have received checks in payment of the expenses related to the Bonds in the approximate amounts and to the order of the payees indicated as follows:

(i)	to Hart Graphics 8000 Shoal Creek Austin, Texas 78767	\$1100.00
(ii)	to First City National Bank of Austin for handling fees	\$ 57.50
(iii)	to McCall, Parkhurst & Horton, 900 Diamond Shamrock Tower, Dallas, Texas 75201, for legal services rendered	\$ 550.00

You are further authorized and directed to mail or deliver all of the aforesaid checks received from the delivery and payment of the expenses relating to the Bonds, immediately upon receipt, to the respective payees.

Enclosed herewith are four signed but undated copies of the Signature Identification and No-Litigation Certificate for said Replacement Bonds. You are hereby authorized and directed to date all copies of the Certificate concurrently with the date of delivery and payment of the expenses relating to the Replacement Bonds. If any litigation or contest should develop or be filed, or if any event should occur, or any knowledge should come to our attention, which would change or affect the veracity of the statements and representations contained in said document, the undersigned will notify you thereof immediately by telephone and telegraph. With this assurance, you can rely on the absence of any such litigation, contest, event or knowledge, and on the veracity and currency of said Certificate, at the time of delivery and payment of the expenses relating to the Replacement Bonds, unless you have been notified otherwise, as aforesaid. After the Certificate has been dated in accordance with the foregoing instructions, please send all copies thereof to McCall, Parkhurst & Horton.

Sincerely yours,

BOARD OF REGENTS OF THE UNIVERSITY
OF TEXAS SYSTEM

BY _____

Chairman, Board of Regents

GENERAL CERTIFICATE

THE STATE OF TEXAS :
COUNTY OF TRAVIS :
BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM :

We, the undersigned officers of the Board of Regents (the "Board") of The University of Texas System (the "Issuer"), hereby certify as follows:

1. That this certificate is executed with reference to the Board of Regents of The University of Texas System Permanent University Bonds New Series 1980, Replacement Bond Numbers R-2811, R-2812, R-2813, R-2814, R-2815 and R-2816 (the "Series 1980 Bonds").

2. That the payment of interest and principal on the Series 1980 Bonds have been made at all times as required by the Resolution of the Board authorizing the issuance of the Series 1980 Bonds, dated June 10, 1980.

3. That no litigation of any nature has ever been filed pertaining to, affecting, or contesting: (a) the authorization, issuance, delivery, payment, security, or validity of the Bonds, (b) the title of the present members and officers of the Board to their respective offices; or (c) the validity or corporate existence of said Issuer.

4. That Jess Hay is the Chairman of the Board.

5. That Robert B. Baldwin, III and Shannon H. Ratliff are Vice-Chairmen of the Board.

6. That Arthur H. Dilly is the Executive Secretary of the Board.

EXECUTED this the 12th day of April, 1985.

Executive Secretary, Board of Regents

Chairman, Board of Regents

(SEAL)

SIGNATURE IDENTIFICATION AND NO-LITIGATION CERTIFICATE

THE STATE OF TEXAS :
COUNTY OF TRAVIS :

We, the undersigned, hereby certify as follows:

(a) That this Certificate is executed and delivered with reference to the issuance of Replacement Bonds Numbers R-2811, R-2812, R-2813, R-2814, R-2815 and R-2816 to replace Bonds Numbers 2811, 2812, 2813, 2814, 2815 and 2816 of Board of Regents of The University of Texas System Permanent University Fund, New Series 1980, dated July 1, 1980, which were lost or destroyed. Said Replacement Bonds are in the denominaton of \$5,000, and an aggregate amount of \$30,000 and bear the date of the original bonds which they replace, July 1, 1980.

(b) That we officially signed said Replacement Bonds and the interest coupons attached thereto, and we do hereby adopt said facsimile signature as our own, respectively, in the capacities hereinafter set after our names, and declare that said facsimile signatures constitute our signatures the same as if we had manually signed each such Replacement Bond and interest coupon in our respective official capacities.

(c) WE DO FURTHER CERTIFY that at the time we executed each Replacement Bond and at the time of executing this certificate, we were and are the duly appointed qualified and acting officers indicated therein and authorized to execute the same.

(d) WE DO FURTHER CERTIFY that no litigation of any nature has been filed or is now pending to restrain or enjoin the issuance or delivery of said Replacement Bonds or interest coupons, or which would affect the provision made for its payment or security, or in any manner questioning the proceedings or authority concerning the issuance of said Replacement Bonds and interest coupons, and that so far as we know and believe no such litigation is threatened.

(e) WE DO FURTHER CERTIFY that the title of present officers to their respective offices is not being contested, and that no authority or proceedings for the issuance of said Replacement Bonds and interest coupons have been repealed, revoked, or rescinded.

(f) WE DO FURTHER CERTIFY that we are acquainted with the official seal of said issuer and that a facsimile of said official seal is printed or lithographed on said Replacement Bonds and that said facsimile seal is adopted as the official seal of said issuer.

DELIVERED this ____ day of _____, 1985.

MANUAL SIGNATURES

OFFICIAL TITLES

Chairman, Board of Regents of
The University of Texas System

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

The signatures of the officers subscribed above are hereby certified to be true and genuine.

Bank

(BANK SEAL)

Authorized Officer

STATE OF TEXAS :

COUNTY OF HARRIS :

JOHN M. STRANGE ("affiant"), being first duly sworn, says:

That affiant resides at 5609 Lynbrook, Houston, Texas 77056.

That affiant is entitled to the lawful and exclusive possession of certain securities more particularly described as follows:

Board of Regents of the University of Texas System
Permanent University Fund, Series 1980, Bond
Nos. 2811 thru 2816, 6.5%, due July 1, 1993 with
Interest Coupon Number 10 due July 1, 1985 and
subsequent coupons attached.

That said securities were not endorsed or assigned, either on back of the securities or by separate assignment;

That neither said securities nor the rights of this affiant have, in whole or in part, been sold, transferred, assigned, pledged or otherwise disposed of, and that no one other than this affiant has any right, title or interest in said securities or any part thereof;

That said securities were lost, stolen or destroyed under the following circumstances:

The bonds arrived at my residence in January, 1985 when I was ill. Apparently I inadvertently placed the bonds with discarded mail and they were thrown out with the trash and destroyed.

That this affidavit is made for the purpose of inducing the Board of Regents of the University of Texas System to issue and deliver said affiant new securities in lieu of those stated to have been lost or destroyed, or to deliver to said affiant the securities and/or cash for which the securities described above have been exchangeable, or to pay to said affiant the amount due thereon, without surrender of said securities; and in case such original securities should at any time hereafter come into the possession or control of the undersigned, this affiant hereby agrees to surrender the original securities immediately to the Board of Regents of the University of Texas System;

The above bond was purchased through Robinson-Humphrey/
American Express, Inc., Memphis, Tennessee. The
affiant has not previously disposed of the bonds by sale or
otherwise and the facts concerning the loss of the bonds are
truly and accurately set forth herein;

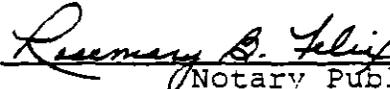
That the preparation and adoption of proceedings of the
Board of Regents and the performance of each and every, all
and singular, the acts with respect thereto and all acts and
expenditures incidental thereto shall be at no cost to the
University of Texas System and shall be borne entirely and
be the sole liability of affiant.

It is understood that the word "securities" herein
referred to shall mean one or more than one particular
instrument or document as above described.



JOHN M. STRANGE

Subscribed and sworn to before me this 12th day of
February, 1985.



Notary Public
Rosemary B. Felix

My commission expires 2-29-88.

(SEAL)

Fidelity and Deposit Company

HOME OFFICE: BALTIMORE, MD. 21203

Bond for Instruments Lost or Destroyed - Open Penalty

KNOW ALL MEN BY THESE PRESENTS:

That John M. Strange

residing (or having its principal office) at 5609 Lynbrook, Houston, Texas 77056

as Principal (hereinafter called "Principal"), and the FIDELITY AND DEPOSIT COMPANY, a corporation of the State of Maryland, with its Home Office in the City of Baltimore, Maryland, and duly authorized to transact the business of indemnity and suretyship in the State of Texas, as Surety (hereinafter called "Surety"), are held and firmly bound unto The Board of Regents of the University of Texas System, MBank Austin, N.A., Irving Trust Company of New York and Harris Trust & Savings Bank of Chicago.

and unto all such individuals, firms and corporations, as may now and/or hereafter be acting as Trustee, Depository, Fiscal or Paying Agent, Registrar, Transfer Agent and/or in any other capacity, in respect of the security or securities below mentioned, their respective legal representatives, successors and assigns (hereinafter collectively called "Obligees"), in an aggregate sum, lawful money of the United States, sufficient to indemnify Obligees under the conditions of this bond as hereinafter set forth, but not exceeding the maximum amount for which Surety may lawfully obligate itself on the date of this bond in respect of any single risk or otherwise under any law governing the validity or performance of this bond which amount Surety represents to be at least \$30,000.00 on the date of this bond, said sum to be paid to Obligees, their respective legal representatives, successors or assigns, as interest may appear; for which payment well and truly to be made Principal and Surety bind themselves, their respective legal representatives, successors and assigns, jointly and severally, firmly by these presents.

SEALED with our seals and executed in several counterparts, this 12th day of February, 19 85

WHEREAS, Principal represents to Obligees that Principal is the owner of Six (6) \$5,000.00 bonds. University of Texas Perm. Fund Bonds number 2811, 2812, 2813, 2814, 2815, 2816 dated July 1, 1980. Due 7-1-93.

(such security or securities being hereinafter called "original" or "originals"), and that said original or originals have been mislaid, lost, stolen or destroyed and cannot be found or produced; and

WHEREAS, at the request of Principal and in reliance upon said representations and in consideration of the execution and delivery to Obligees of this bond, Obligees are willing to deliver to Principal or Principal's order a new instrument or instruments in the place of said original or originals or to make the payment, transfer, delivery or exchange called for by said original or originals without surrender thereof for cancelation or stamping or for any other purpose;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS, that if Principal, the heirs, legal representatives, successors or assigns of Principal, or any of them, shall in case the original or originals be found or come into the hands, custody or power of any of them, or into the hands, custody or power of any person, deliver or cause the same to be delivered unto Obligees in order to be canceled, and shall also at all times defend, indemnify and save harmless Obligees, and each of them, and their respective legal representatives, successors

and assigns, from and against any and all claims, actions and suits whether groundless or otherwise, and from and against any and all liabilities, losses, damages, costs, charges, counsel fees and other expenses of every nature and character, which Obligees, or any of them, or their respective legal representatives, successors or assigns, at any time, shall or may sustain or incur by reason of any claim which may be made in respect of said original or originals and/or by reason of the issuance and delivery of a new instrument or instruments in lieu thereof, or by reason of the making of any payment, credit, transfer, registration, exchange or delivery in respect of the original or originals without the surrender thereof, and whether or not caused by, based upon or arising out of inadvertence, accident, oversight or neglect on the part of Obligees, or any of them, or their respective officers, agents, clerks and employees and/or omission or failure to inquire into, contest or litigate the right of any applicant to receive any payment, credit, transfer, registration, exchange, issue or delivery in respect of the original or originals and/or the new instrument or instruments issued in lieu thereof, and/or caused by, based upon or arising out of the release of any security or the satisfaction of any instrument or instruments under which the original or originals and/or the new instrument or instruments are issued or secured, and/or by reason of any other matter or thing whatsoever, arising out of the recognition of the aforesaid request of Principal, then this obligation shall be void; otherwise shall remain in full force and effect. Principal and Surety agree that, in case of any default under the condition of this bond, Principal and Surety waive and release any and all right or claim against Obligees or any of them, whether by way of subrogation or otherwise, for any loss, expense or liability incurred by Principal and/or Surety caused by, based upon or arising out of the enforcement of this bond by Obligees or any of them. Surety agrees that its liability hereunder shall be absolute, regardless of any non-existence of liability of Principal hereunder, whether such non-existence of liability be by reason of any irregular or unauthorized execution of, or failure to execute, this bond, or any absence of interest of Principal in the subject matter hereof, or otherwise, and that its liability hereunder shall accrue and become enforceable against it without prior demand or any other precedent action or proceeding against Principal.

The obligation hereby created in favor of any such Trustee, Depository, Fiscal or Paying Agent, Registrar and/or Transfer Agent shall not be affected by the termination of the agency of such Trustee, Depository, Fiscal or Paying Agent, Registrar and/or Transfer Agent.

So far as permitted by law, this bond shall be deemed to be a Texas contract with the intention that it shall be interpreted, and performance hereunder shall be governed, in accordance with the laws of the State of Texas, and enforced accordingly.

INDIVIDUAL John M. Strange (SEAL)
Principal

PARTNERSHIP _____ (SEAL)
Principal

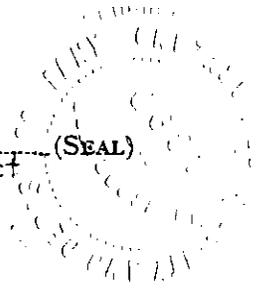
By _____
A Partner

ATTEST: CORPORATION _____ (SEAL)
Principal

Assistant Secretary By _____
Vice-President

ATTEST:
Ellen Mae Kullberg

FIDELITY AND DEPOSIT COMPANY
By John R. Toborg (SEAL)
John R. Toborg, Attorney-in-Fact



INDIVIDUAL ACKNOWLEDGMENT

STATE OF Texas }
COUNTY OF Harris } ss:

On this 12th day of February, 1985, before me personally appeared John M. Strange, to me known and known to me to be the individual described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same.

Rosemary B. Felix
Rosemary B. Felix Notary Public
My Commission Expires 2-29-88

PARTNERSHIP ACKNOWLEDGMENT

STATE OF }
COUNTY OF } ss:

On this day of 19 before me personally appeared, to me known and known to me to be a member of the firm of described in and which executed the foregoing instrument, and he acknowledged to me that he executed the same as and for the act and deed of said firm.

Notary Public

CORPORATION ACKNOWLEDGMENT

STATE OF }
COUNTY OF } ss:

On this day of 19 before me personally appeared, to me known, who being by me duly sworn, did depose and say: that he resides at; that he is the President of the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

Notary Public

STATE OF }
COUNTY OF } ss:

On this day of 19 before me personally appeared and to me known, who being by me duly sworn did depose and say that they reside in the City of he resides that they are the and of the FIDELITY AND DEPOSIT COMPANY the corporation described in and which executed the foregoing instrument; that they know he knows the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that they signed their names thereto by like order.

Notary Public



FIDELITY AND DEPOSIT COMPANY OF MARYLAND
 FIDELITY AND DEPOSIT COMPANY
 HOME OFFICES: BALTIMORE, MD. 21203

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the FIDELITY AND DEPOSIT COMPANY, corporations of the State of Maryland, by C. M. PECOT, JR., Vice-President, and C. W. ROBBINS, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2 of the respective By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute and appoint John M. Strange, John C. Smeck, Jr., Leonard J. Dorney and John R. Toborg, all of Houston, Texas, EACH.....

the true and lawful agent and Attorney-in-Fact of each, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings...EXCEPT bonds on behalf of Independent Executors, Community Survivors and Community Guardians....

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the respective Companies at their offices in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of John Calvin Smeck, Jr., etal, by the Fidelity and Deposit Company of Maryland, dated, April 12, 1979.

IN WITNESS WHEREOF, the said Vice-Presidents and Assistant Secretaries have hereunto subscribed their names and affixed the Corporate Seals of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND and the FIDELITY AND DEPOSIT COMPANY this.....1st.....day of.....August....., A.D. 1980....

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



CW Robbins
 Assistant Secretary

By: CM Pecot, Jr.
 Vice-President

FIDELITY AND DEPOSIT COMPANY



CW Robbins
 Assistant Secretary

By: CM Pecot, Jr.
 Vice-President

STATE OF MARYLAND }
 CITY OF BALTIMORE } ss:

On this 1st day of August, A.D. 1980, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-Presidents and Assistant Secretaries of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND and the FIDELITY AND DEPOSIT COMPANY, to me personally known to be the individuals and officers described herein and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Companies aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at the City of Baltimore the day and year first above written.



Paul J. Faler
 Notary Public

My commission expires July 1, 1982

CERTIFICATE

I, the undersigned Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND and the FIDELITY AND DEPOSIT COMPANY do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-Presidents who executed the said Power of Attorney were Vice-Presidents specially authorized by the Boards of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2 of the respective By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND and the FIDELITY AND DEPOSIT COMPANY.

This certificate may be signed by facsimile under and by authority of resolutions of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969 and of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY at a meeting duly called and held on the 2nd day of November, 1978.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, whenever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies,

this 12th day of February, 1985

[Signature]
 Assistant Secretary

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

"Article VI, Section 2. The President, or any Executive Vice-Presidents, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents, and Attornies-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgments, decrees, mortgages and instruments in the nature of mortgages, and also all other instruments and documents which the business of the Company may require, and to affix the seal of the Company thereto."

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY

"Article VI, Section 2. The President, or any one of the Executive Vice-Presidents, or any one of the additional Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgments, decrees, mortgages and instruments in the nature of mortgages, and also all other instruments and documents which the business of the Company may require, and to affix the seal of the Company thereto."

2. U. T. Board of Regents: Amendments to Regents' Rules and Regulations, Part One, Chapter I, Sections 3 and 10 (Signature Authority for Documents Executed on Behalf of the U. T. Board of Regents).--

RECOMMENDATION

The Office of the U. T. Board of Regents recommends that Chapter I, Part One, of the Regents' Rules and Regulations be amended by deleting Subsection 3.25 of Section 3, and adding a new Section 10 to read as follows:

~~[3.25 The Chairman shall sign, with the Executive Secretary attesting, any bonds, contracts or other documents or instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board to some other officer, official or agent of the System.]~~

Sec. 10 Signature Authority for Documents Executed on Behalf of the Board

10.1 Except as may be otherwise provided in these Rules and Regulations or in the resolution or order of the Board with respect to the approval of a specific document or with respect to the approval of a program or project requiring the execution of one or more documents, the Chairman of the Board, the Designated Vice Chairman of the Board, the Chancellor, or the appropriate Executive Vice Chancellor may sign on behalf of the Board:

10.11 all contracts, agreements, leases, bonds, licenses, or permits and all amendments, extensions or renewals of same that have been approved, authorized or granted by the Board as an item on the Agenda of the Board at a regular or special meeting;

10.12 applications for permits or licenses to be issued to the Board or a component institution that have been approved or authorized by the Board;

10.13 renewals of permits or licenses issued to the Board or a component institution that are renewable without change in the terms or conditions thereof where the original application for such permit or license was made pursuant to the approval or authorization of the Board and such approval or authorization has not been withdrawn.

10.2 The provisions of this Section shall not apply to documents submitted for the review and approval of the Board pursuant to the provisions of Subsection 8.54 of Section 8, Chapter I, Part One of these Rules and Regulations.

10.3 All documents executed on behalf of the Board pursuant to this Section other than renewals of permits or licenses executed pursuant to Section 10.13, shall have affixed thereto a certification by the Executive Secretary to the Board attesting to the action of the Board approving such document and setting forth the date of such approval.

BACKGROUND INFORMATION

Subsection 3.25 of Section 3, Chapter I, Part One, of the Regents' Rules and Regulations requires the Chairman of the Board to execute all bonds, contracts or other documents that the Board has authorized to be executed on its behalf except where there has been express delegation by the Board of such authority to some other officer, official or agent of the System. The business commitments and travel schedule of the Chairman of the Board often make it difficult to obtain the signature of the Chairman on such documents in order to meet specific deadlines.

Conferences between the Office of the Board of Regents and the Office of General Counsel have resulted in the conclusion that this situation can best be addressed by amending the Regents' Rules and Regulations to confer authority to execute documents on behalf of the Board upon officials of the System other than the Chairman. The great majority of the documents concerned would involve:

- a. Award of contracts related to the Office of Facilities Planning and Construction
- b. Permits (and renewals) by the Alcoholic Beverage Commission
- c. Patent and trademark agreements
- d. Nonstandard affiliation agreements

The proposed amendments will not change current authority with respect to the execution of documents presented to the Board pursuant to the Docket or Matters Relating to Investments, Trusts, and Lands pursuant to Chapter IX, Part Two of the Regents' Rules and Regulations.

3. U. T. Board of Regents: Proposed Appointment of Initial Regental Representatives to the Intercollegiate Athletics Council for Women at U. T. Austin.--

RECOMMENDATION

Chairman Hay recommends that the initial Regental Representatives to the U. T. Austin Intercollegiate Athletics Council for Women be appointed as set forth on Page B of R - 23.

<u>Name</u>	<u>Effective</u>	<u>Term Expires</u>
Ms. Betty Himmelblau (Member)	Immediately	August 31, 1988
Ms. Carole Keeton Rylander (Observer)	Immediately	August 31, 1986
(Member)	Sept. 1, 1986	August 31, 1990

BACKGROUND INFORMATION

Recent revisions to the U. T. Austin Handbook of Operating Procedures provide that the membership of the Intercollegiate Athletic Councils for Men and Women be similar, including two Regental Representatives on each Council. These members will serve four-year staggered terms and are not eligible for reappointment. The appointment periods suggested above permit the initiation of the staggered terms and fulfill the requirement that terms expire in even-numbered years. Given the "no reappointment" provision, the initial appointment of a member to a term ending on August 31, 1986, would not be an effective use of that member's time and talents, hence the "dual" appointment of Ms. Rylander.

Ms. Himmelblau has shown an active interest in women's athletics for a number of years, especially since her retirement from the Austin City Council. She has made substantial financial contributions to the program, and has given generously of her time and advice as well.

Ms. Rylander is the immediate past mayor of Austin and served ably last year on the ad hoc Committee on Administration of Intercollegiate Athletics. Her knowledge of the University, her understanding of the City of Austin and her current active role in Texas State government would make her an invaluable member of the Council.

These appointments have the endorsement of President Flawn.

4. U. T. System: Request for Permission for Individual to Serve as Special Government Employee with the United States Arms Control and Disarmament Agency [Regents' Rules and Regulations, Part One, Chapter III, Section 13, Subsections 13.(10) and 13.(11)].--

RECOMMENDATION

The Office of the Chancellor recommends that approval be given for Chancellor Hans Mark to serve as a Special Government Employee with the United States Arms Control and Disarmament Agency. It is further recommended that The University of Texas System Board of Regents find that: (1) Chancellor Mark's service with the Arms Control and Disarmament Agency is of benefit to the State of Texas; and (2) there is no conflict between Dr. Mark's position as Chancellor of The University of Texas System and his service to the Federal Government in this capacity.

BACKGROUND INFORMATION

Chancellor Mark has been invited to submit materials leading to his appointment as a Special Government Employee of the United States Arms Control and Disarmament Agency during the upcoming negotiations on arms control. It is estimated that the total estimated time devoted to this activity will be six to eight days.

This recommendation is in accordance with approval requirements for positions of honor, trust, or profit, provided in Article 6252-9a of Vernon's Texas Civil Statutes, and Part One, Chapter III, Section 13, Subsections 13.(10) and 13.(11) of the Regents' Rules and Regulations.

5. U. T. System: Request for Agreement in Principle to Establish a U. T. System Center for High Performance Computing (Supercomputer) and Authorization to Develop an Operational Plan and Recommendations for Acquisition of Equipment.--

RECOMMENDATION

The Office of the Chancellor seeks agreement in principle from the U. T. Board of Regents for authorization to proceed with establishment of a U. T. System Center for High Performance Computing (supercomputer) and the development of an operating plan for such a unit, and specific plans and recommendations for the acquisition of equipment subject to future approval via action of the Board.

BACKGROUND INFORMATION

In the Spring of 1984, representatives of U. T. System components met to discuss the concept of a U. T. System Center for High Performance Computing (supercomputer). A draft proposal for such a center was then developed and circulated to component institutions for comment. Discussions with prospective vendors were held during the Fall 1984, and a final draft of a proposal was transmitted to chief administrative officers in January 1985, with the recommendation that the Office of the Chancellor seek U. T. Board of Regents' authorization to proceed with formal planning for the supercomputer.

To conduct state-of-the-art research and educate a new generation of graduate students in research techniques, a serious and unmet need for high-performance computing capabilities currently exists in the U. T. System. While a small number of U. T. System faculty and students have access to supercomputers located at national laboratories and a few non U. T. System universities, most researchers with large computational requirements defer important research efforts due to the inadequacy and unavailability of high performance computing capabilities. The proposed center would expand and encourage the use of the supercomputer for teaching and research by faculty and students, and would assist institutional organized research units focusing on high performance computing per se.

Upon Regental concurrence, specific plans and recommendations for the development of the U. T. System Center for High Performance Computing will be developed for presentation to the U. T. Board of Regents at a future meeting.

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

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

Executive Committee: Chairman Hay
Vice-Chairman Baldwin, Vice-Chairman Ratliff
MSA Page Ex.C - 1

Finance and Audit Committee: Chairman Yzaguirre
Vice-Chairman Roden, Regent Rhodes
MSA Page F&A - 1

Academic Affairs Committee: Chairman Baldwin
Vice-Chairman Milburn, Regent Briscoe
MSA Page AAC - 1

Health Affairs Committee: Chairman Briscoe
Vice-Chairman Yzaguirre, Regent Blanton
MSA Page HAC - 1

Buildings and Grounds Committee: Chairman Rhodes
Vice-Chairman Ratliff, Regent Hay
MSA Page B&G - 1

Land and Investment Committee: Chairman Milburn
Vice-Chairman Blanton, Regent Baldwin, Regent Roden
MSA Page L&I - 1

G. RECONVENE

H. ITEM FOR THE RECORD

U. T. Austin: Acceptance of Membership on Development Board.--

At the December 13-14, 1984 U. T. Board of Regents' meeting, Mr. Jon P. Newton of Austin, Texas, was approved for membership on the U. T. Austin Development Board for a term to expire August 31, 1986. Mr. Newton's acceptance of membership is herewith reported for the record.

I. REPORT OF BOARD FOR LEASE OF UNIVERSITY LANDS

J. REPORT OF SPECIAL COMMITTEES

U. T. Dallas - Special Committee on Endowment Lands in Collin and Dallas Counties, Texas: Proposed Policy Statement on Use of Proceeds from Sale of Certain Lands.--

[Recommendation and Background Information on this item will be mailed to the U. T. Board of Regents as far in advance of the meeting as possible.]

K. FOUNDATION MATTERS

As set forth in the Regents' Rules and Regulations, Part One, Chapter VII, Section 5, there are three Trust Foundations created by testamentary or inter vivos

trust instruments which are controlled by the members of the Board of Regents acting in their capacities as Trustees for these foundations. Following each reorganization of the Board of Regents, it is necessary that the Board meet separately as Trustees for these foundations to conduct certain necessary business.

1. Ima Hogg Foundation Agenda.--

RECOMMENDATION

A brief meeting of the members of the U. T. Board of Regents as Trustees of the Ima Hogg Foundation at the April 11-12, 1985 meeting of the U. T. Board of Regents is recommended for action on the following agenda:

- a. Approval of Minutes of the preceding meeting held on August 11-12, 1983
- b. Election of officers of the Board of Trustees. The officers for the past two years have been Mr. Jon P. Newton, President; Mr. Robert B. Baldwin III, Vice-President; and Mr. W. L. Lobb, Secretary-Treasurer.

Historically, these officers have been:

President: Chairman of the U. T. Board of Regents
Vice President: Vice-Chairman of the U. T. Board of Regents
Secretary-Treasurer: Executive Director, Office of Investments and Trusts

Proposed new officers are:

President: Mr. Jess Hay, Chairman of the U. T. Board of Regents
Vice President: Mr. Robert B. Baldwin III, Vice-Chairman of the U. T. Board of Regents
Secretary-Treasurer: Mr. Michael Patrick, Executive Vice Chancellor for Asset Management

BACKGROUND INFORMATION

The Ima Hogg Foundation was incorporated on June 26, 1964, as a charitable and educational foundation with the U. T. Board Regents as Trustees. Miss Hogg died on August 19, 1975. A codicil to Miss Hogg's Will dated August 3, 1974, provides that the income from the Ima Hogg Foundation be used for the benefit of children's mental health in the Houston, Texas, area. Investments and other financial matters of the Ima Hogg Foundation are handled through the Office of Investments and Trusts and the Office of Accounting of The University of Texas System with the disbursement of income through the Hogg Foundation for Mental Health.

The current book value of assets of the Foundation is \$8,138,787. However, Miss Hogg during her lifetime was responsible for \$4,282,398 in gifts to the Hogg Foundation for Mental Health Fund which has a current balance of \$24,916,816 as well as the \$537,485 book value in the Winedale Stagecoach Inn Fund and the buildings and land

at Round Top known as Winedale Stagecoach Inn carried at \$227,769, the Winedale-Varner-Bayou Bend Heritage Fund with a book value of \$109,504, and a separately invested account and a scholarship fund for a total amount in excess of \$176,181.

2. The Robertson-Poth Foundation Agenda.--

RECOMMENDATION

The Chairman of the U. T. Board of Regents, the Chairman of the Health Affairs Committee, and the Chairman of the Land and Investment Committee serve as Trustees of The Robertson-Poth Foundation. A brief meeting of the Board of Trustees at the April 11-12, 1985 meeting of the U. T. Board of Regents is recommended for action on the following agenda:

- a. Approval of Minutes of the preceding meeting held on February 14-15, 1985
- b. Election of officers of the Board of Trustees. The officers for the past two years have been Mr. Jon P. Newton, Chairman; Mrs. Janey Slaughter Briscoe, Vice Chairman; Mrs. Beryl Buckley Milburn, Secretary-Treasurer; and Mr. W. L. Lobb, Assistant Secretary-Treasurer.

Historically, these officers have been:

Chairman: Chairman of the U. T. Board of Regents
Vice-Chairman: Chairman of the Health Affairs Committee
Secretary-Treasurer: Chairman of the Land and Investment Committee
Assistant Secretary-Treasurer: Executive Director, Office of Investments and Trusts

Proposed new officers are:

Chairman: Mr. Jess Hay, Chairman of the U. T. Board of Regents
Vice-Chairman: Mrs. Janey Slaughter Briscoe, Chairman of the Health Affairs Committee
Secretary-Treasurer: Mrs. Beryl Buckley Milburn, Chairman of the Land and Investment Committee
Assistant Secretary-Treasurer: Mr. Michael Patrick, Executive Vice Chancellor for Asset Management

BACKGROUND INFORMATION

Dr. Edgar J. Poth, his wife, Dr. Gaynelle Robertson Poth, and Dr. Douglas D. Stiernberg resigned as trustees of The Robertson-Poth Foundation in 1967, and requested that the U. T. Board of Regents assume the management of the Foundation and recommended that the Chairman of the U. T. Board of Regents, the Chairman of the Health Affairs Committee, and the Chairman of the Land and Investment Committee be appointed as substitute trustees to manage and control The Robertson-Poth Foundation.

The Robertson-Poth Foundation was established as a charitable, scientific and educational foundation and has a present book value of \$461,804. Income from the Foundation has gone to the U. T. Medical Branch - Galveston for support in the fields of Ophthalmology and General Surgery. In addition to The Robertson-Poth Foundation, gifts and bequests from Dr. Edgar J. Poth and Dr. Gaynelle Robertson Poth (deceased) have gone to the U. T. Medical Branch - Galveston for the following trusts and endowed academic positions:

<u>Account</u>	<u>Book Value</u>
*Robertson-Poth Charitable Remainder Trust	\$247,677
*Robertson-Poth Charitable Trust #2	815,450
*Edgar J. Poth and Gaynelle Robertson Poth Trust	46,461
Robertson-Poth Professorship in General Surgery	100,000
Robertson-Poth Professorship in Ophthalmology	100,000
Gaynelle Robertson Memorial Lectureship in Ophthalmology	25,152

*Will become part of The Robertson-Poth Foundation upon Dr. Poth's death.

Investments and other financial matters of The Robertson-Poth Foundation are handled through the Office of Investments and Trusts and the Office of Accounting of The University of Texas System.

3. Winedale Stagecoach Inn Fund Agenda.--

RECOMMENDATION

A brief meeting of the members of the U. T. Board of Regents, as Trustees of the Winedale Stagecoach Inn Fund, at the April 11-12, 1985 meeting of the U. T. Board of Regents is recommended for action on the following agenda:

- a. Approval of Minutes of the preceding meeting held on April 12-13, 1984
- b. Election of officers of the Board of Trustees. The officers for the past two years have been Mr. Jon P. Newton, President; Mr. Robert B. Baldwin III, Vice-President; Dr. Peter T. Flawn, Secretary-Treasurer; and Mr. W. L. Lobb, Assistant Secretary-Treasurer.

Historically, these officers have been:

President: Chairman of the U. T. Board of Regents
 Vice President: Vice-Chairman of the U. T. Board of Regents
 Secretary-Treasurer: President, U. T. Austin
 Assistant Secretary-Treasurer: Executive Director, Office of Investments and Trusts

Proposed new officers are:

President: Mr. Jess Hay, Chairman of the
U. T. Board of Regents
Vice President: Mr. Robert B. Baldwin III,
Vice-Chairman of the U. T. Board of
Regents
Secretary-Treasurer: Dr. Peter T. Flawn,
President, U. T. Austin
Assistant Secretary-Treasurer: Mr. Michael
Patrick, Executive Vice Chancellor for
Asset Management

BACKGROUND INFORMATION

The organizational meeting of the Winedale Stagecoach Inn Fund was held January 16, 1965. The purpose of this fund is for support of the Winedale Historical Center. The Winedale Historical Center is located on 190 acres of land at Round Top, Fayette County, Texas. The Winedale Historical Center was created by Miss Ima Hogg under the name of Winedale Stagecoach Inn and offered to the U. T. Board of Regents in 1965, and was formally dedicated on April 7, 1967.

The Winedale Historical Center is a growing center for performing arts and study of early Texas craftsmanship. The Winedale properties were leased to the U. T. Board of Regents for the benefit of U. T. Austin on October 24, 1975. The income from the Winedale Stagecoach Inn Fund is made available to U. T. Austin for operation, maintenance, related programs, and exhibits at the Winedale Historical Center.

The Winedale Stagecoach Inn Fund has a current book value of \$537,485. Investments and other financial matters are handled through the Office of Investments and Trusts and the Office of Accounting of The University of Texas System.

- L. OTHER MATTERS
- M. SCHEDULED MEETINGS AND EVENTS

Board of Regents' Meetings

June 13-14, 1985	Austin
August 8-9, 1985	U. T. Austin
October 10-11, 1985	U. T. Arlington
December 12-13, 1985	U. T. Permian Basin

Holidays

April 5, 1985 (Good Friday) (Afternoon)
May 27, 1985 (Memorial Day)
July 4, 1985 (Independence Day)

Commencement - 1985

May 10	U. T. Tyler
May 11	U. T. El Paso
	U. T. Permian Basin
	U. T. Nursing School - Galveston
May 12	U. T. San Antonio
May 18	U. T. Arlington
	U. T. Austin
	U. T. Dallas
	U. T. G.S.B.S. - Galveston
	U. T. Allied Health Sciences School - San Antonio
May 19	U. T. Dental School - San Antonio
	U. T. Nursing School - San Antonio
May 24	U. T. G.S.B.S. - San Antonio
May 25	U. T. Medical School - Galveston
	U. T. Medical School - San Antonio
June 1	U. T. Southwestern Medical School - Dallas
	and U. T. Southwestern G.S.B.S. - Dallas
	U. T. Medical School - Houston
June 7	U. T. Public Health School - Houston
June 8	U. T. G.S.B.S. - Houston
	U. T. Allied Health Sciences School - Houston
June 9	U. T. Dental Branch - Houston
June 15	U. T. Nursing School - Houston
August 17	U. T. Allied Health Sciences School - Galveston
August 18	U. T. Allied Health Sciences School - Dallas

N. RECESS TO EXECUTIVE SESSION

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

If time permits, the Board will recess on Thursday afternoon to convene in Executive Session and continue that Executive Session beginning at 9:00 a.m. on Friday until the completion of business --- See Page B of R - 31, Item Q.

If time will not permit the beginning of the Executive Session on Thursday, the Board will recess to begin its Executive Session at 9:00 a.m. on Friday and continue until the completion of business.

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

Date: April 12, 1985
Time: 9:00 a.m.
Place: Building B, 6th Floor, North Conference Room
U. T. Health Center - Tyler

A.-N. (Pages B of R 1 - 30)

O. CONVENE OR RECONVENE IN EXECUTIVE SESSION

P. RECONVENE IN OPEN SESSION

Q. CONSIDERATION OF ACTION ON ANY ITEMS DISCUSSED IN THE EXECUTIVE SESSION OF THE BOARD OF REGENTS PURSUANT TO V.T.C.S., ARTICLE 6252-17, SECTIONS 2(e), (f) and (g)

1. Pending and/or Contemplated Litigation - Section 2(e)

a. U. T. System: Potential Litigation Involving Use of Fresh Water for Waterflood Projects on Permanent University Fund Lands in West Texas

b. U. T. Medical Branch - Galveston: Proposed Settlement of Construction Litigation Involving Brinderson Corporation

c. U. T. Health Science Center - Houston: Proposed Settlement of Medical Malpractice Litigation

d. U. T. Health Science Center - Houston: Proposed Settlement of Medical Malpractice Litigation

2. Land Acquisition, Purchase, Exchange, Lease or Value of Real Property and Negotiated Contracts for Prospective Gifts or Donations - Section 2(f)

U. T. Dallas - Special Committee on Endowment Lands in Collin and Dallas Counties, Texas: Consideration of Value and Recommendation for Sale of Certain Endowment Lands in Collin County, Texas

3. Personnel Matters [Section 2(g)] Relating to Appointment, Employment, Evaluation, Assignment, Duties, Discipline, or Dismissal of Officers or Employees

U. T. System: Consideration of Personnel Matters Related to the Assignment, Duties and Responsibilities of Officers of System Administration

R. OTHER BUSINESS

S. ADJOURNMENT

1985

January

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

July

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

February

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

August

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

March

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

September

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

April

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

October

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

May

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

November

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

June

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

December

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

Executive Committee

EXECUTIVE COMMITTEE
Committee Chairman Hay

Date: April 11, 1985
Time: Following the 1:30 p.m. Session of the Board of Regents
Place: Building B, 6th Floor, North Conference Room
U. T. Health Center - Tyler

	<u>Page</u> <u>Ex.C</u>
1. U. T. Austin: Salary Increases Requiring Advance Regental Approval Under Budget Rules and Procedures No. 2 (Exec. Com. Letter 85-12)	3
2. U. T. Austin: Request for Approval of an Increase in the Student Services Fee (Required) Effective with the Fall Semester 1985 (Catalog Change) (Exec. Com. Letter 85-14)	4
3. U. T. Austin: Recommendation for Sale of a 1.0583 Acre Surface Easement on the Old Nike Missile Base, Ranch Road 2244, to Mr. Randy Braband, Austin, Travis County, Texas (Exec. Com. Letter 85-15)	4
4. U. T. Austin: Estate of Bettie Margaret Smith - Recommendation for Sale of 12.97 Acres of Land, Woodville, Tyler County, Texas, to Mr. W. D. Tolbert and Mr. Jerry Tolbert, Woodville, Texas (Exec. Com. Letter 85-15)	5
5. U. T. Austin: Walter Prescott Webb Chair in History and Ideas - Recommendation for Assignment by Lessee of Ground Lease of Approximately 11.975 Acres in Austin, Travis County, Texas, to Murray Properties Limited Partnership of Austin, San Antonio, and Houston, Texas (Exec. Com. Letter 85-13)	5
6. U. T. Austin - Balcones Research Center - Center for Electromechanics/Center for Energy Studies (Project No. 102-524): Award of Contracts for Furniture and Furnishings to Labry Commercial Interiors, Inc., Austin, Texas; Abel Contract Furniture & Equipment Co., Inc., Austin, Texas; Wilson Business Products, Systems and Services, Inc., Houston, Texas; and Carpet Services, Inc., Austin, Texas (Exec. Com. Letter 85-13)	6
7. U. T. Institute of Texan Cultures - San Antonio - Remodeling for Life Safety Requirements (Project No. 404-571): Report of Rebid and Award of Construction Contract to Texas Western Contractors, Inc., San Antonio, Texas (Exec. Com. Letters 85-4 and 85-12)	9

8. U. T. Tyler: Sam A. Lindsey Endowment Fund - Recommendation for Oil and Gas Lease on Undivided Mineral Interest Out of the Donovan Prospect, SW/4, 13-7N-10E, Hughes County, Oklahoma, to Gomaco, Inc., Tulsa, Oklahoma (Exec. Com. Letter 85-15) 11
9. U. T. Health Science Center - Dallas: Proposed Affiliation Agreement with St. Paul Medical Center, Dallas, Texas, and St. Paul Family Practice Center, Inc., Dallas, Texas (Exec. Com. Letter 85-15) 11
10. U. T. Medical Branch - Galveston: Salary Increase Requiring Advance Regental Approval Under Budget Rules and Procedures No. 2 (Exec. Com. Letter 85-12) 30
11. U. T. Health Science Center - Houston: Recommendation for Approval to Exchange Tracts of Land with Texas Medical Center, Inc., Houston, Texas, for Construction of Distribution Lines (Exec. Com. Letter 85-15) 31
12. U. T. Health Science Center - San Antonio: Salary Increases Requiring Advance Regental Approval Under Budget Rules and Procedures No. 2 (Exec. Com. Letter 85-12) 31
13. U. T. Cancer Center - Additional Outpatient Clinic Facilities - Phase II (Project No. 703-459): Report of Negotiated Contract Change with Starstone Construction Company, Houston, Texas, to Provide Five Additional Floors (Exec. Com. Letter 85-12) 33
14. U. T. Cancer Center: Recommendation for Acceptance of the Conveyance of Two Tracts of Land from Texas Medical Center, Inc., Houston, Texas, for Construction of Distribution Line Overpass (Exec. Com. Letter 85-15) 33

1. U. T. Austin: Salary Increases Requiring Advance Regental Approval Under Budget Rules and Procedures No. 2 (Exec. Com. Letter 85-12).--

RECOMMENDATION

The Executive Committee concurs in the recommendation of President Flawn and the Office of the Chancellor that the U. T. Board of Regents approve the following salary increases at The University of Texas at Austin:

Office of the Vice President for Student Affairs

Increase the annual rate of Assistant Vice President for Student Affairs Shannon Janes from \$42,230 to \$47,500 effective January 1, 1985.

Source of Funds:

State: \$47,500 Departmental Administrative Salaries

(RBC 1270)

Department of English

Increase the academic rate of Professor Rolando Hinojosa (Tenure) from \$41,708 to \$46,000 effective January 16, 1985.

Source of Funds:

State: \$46,000 English Faculty Salaries

(RBC 1152)

BACKGROUND INFORMATION

Dr. Shannon Janes developed the original concept that emerged as The Honors Colloquium. He interrupted his employment at U. T. Austin to work at The University of Colorado because of family health problems. Since his return last summer, there has been a steady rise in his productivity level both quantitatively and qualitatively. In addition to a well-deserved monetary acknowledgment of his efforts, this increase will serve to provide a closer degree of parity between Dr. Janes and other Assistant Vice Presidents for Student Affairs.

It is necessary to raise Professor Hinojosa's salary to the present proposed level because he has had an offer from the University of Houston for a Distinguished Professorship. The Mexican-American Program at U. T. Austin is one of the finest, if not the finest, in the country. Professor Hinojosa represents one of the anchors of that program, for he is the most distinguished Chicano novelist writing today. Had he been lost to the University of Houston, there simply would have been no one comparable for U. T. Austin to hire in his place. Professor Hinojosa is remaining here for less than the Houston offer because of his sentimental attachment to U. T. Austin and because of the fact that his wife is associated with a law firm in Austin. It is President Flawn's hope that in the future U. T. Austin will be able to enhance Professor Hinojosa's position by giving him one of the Professorships in Liberal Arts.

2. U. T. Austin: Request for Approval of an Increase in the Student Services Fee (Required) Effective with the Fall Semester 1985 (Catalog Change) (Exec. Com. Letter 85-14).--

RECOMMENDATION

The Executive Committee concurs with the recommendation of President Flawn and the Office of the Chancellor that the Student Services Fee (Required) at U. T. Austin be increased from \$70.40 to \$77.40 for a student registered for 12 semester hours or more per semester or full summer session effective with the Fall Semester 1985.

This fee is to be prorated \$30.60 for each enrolled student for the Student Health Center (1984-85 rate was \$31.40) and \$3.90 per semester credit hour, up to and including 12 semester credit hours, for all other Student Services Fee funded agencies, services or programs (1984-85 rate was \$3.25). Other Student Services Fee funded agencies, services or programs are the Division of Recreational Sports, the Students' Attorney, Student Activities Office, Election Commission, Cabinet of College Councils, The Daily Texan, Ombudsman, Students' Association, and the Student Services Fee Committee.

BACKGROUND INFORMATION

The Student Services Fee Committee at U. T. Austin has approved a \$7 increase in the Student Services Fee which is within U. T. Austin's legislatively established ceiling and also in accordance with other statutory requirements. Of that amount, about \$5 is for expanded shuttle bus service. This increase is being requested primarily to extend this bus service and to fund expected increases in employer contributions to retirement plans for other Student Services Fee funded programs.

Approval for the increase was requested through an Executive Committee Letter so that additional buses may be ordered in time for fall semester service and because city approval must be obtained for new bus routes.

3. U. T. Austin: Recommendation for Sale of a 1.0583 Acre Surface Easement on the Old Nike Missile Base, Ranch Road 2244, to Mr. Randy Braband, Austin, Travis County, Texas (Exec. Com. Letter 85-15).--

RECOMMENDATION

The Executive Committee concurs with the recommendation of President Flawn and the Office of the Chancellor to sell a 1.0583 acre surface easement located on the old Nike Missile Base, U. T. Austin, on Ranch Road 2244, Austin, Travis County, Texas, to Mr. Randy Braband, Austin, Texas, for \$1,813.33.

BACKGROUND INFORMATION

The U. S. Government conveyed approximately 33 acres out of the Parker Survey No. 703 to U. T. Austin in a deed dated July 17, 1967. Included in that transfer was ownership of a 1.0583 acre surface easement across the property immediately east of the 33 acre tract. Mr. Braband wants to purchase the easement in order to access property he owns which is south and east of the tract. The only way to access the Braband property is off Crystal Creek Drive across the easement that was conveyed to U. T. Austin by the U. S. Government.

The deed restrictions provide that proceeds from any such sale must be split between U. T. Austin and the U. S. Government, during the thirty-year period subsequent to the date of conveyance. Upon the 30th anniversary, the conveyance will vest unconditionally. The value of the easement was appraised at Mr. Braband's expense and determined to be \$3,200. Accordingly, 17/30ths (\$1,813.33) goes to U. T. Austin, and 13/30ths (\$1,386.67) goes to the U. S. Government.

4. U. T. Austin: Estate of Bettie Margaret Smith - Recommendation for Sale of 12.97 Acres of Land, Woodville, Tyler County, Texas, to Mr. W. D. Tolbert and Mr. Jerry Tolbert, Woodville, Texas (Exec. Com. Letter 85-15).--

RECOMMENDATION

The Executive Committee concurs with the recommendation of President Flawn and the Office of the Chancellor for the sale of 12.97 acres of land in Woodville, Tyler County, Texas (Estate of Bettie Margaret Smith - The University of Texas at Austin), to Mr. W. D. Tolbert and Mr. Jerry Tolbert, Woodville, Texas, for \$38,910 less a 6% commission.

BACKGROUND INFORMATION

The land, a bequest of Ms. Bettie Margaret Smith, deceased, was accepted by the U. T. Board of Regents at their meeting on October 11-12, 1979.

5. U. T. Austin: Walter Prescott Webb Chair in History and Ideas - Recommendation for Assignment by Lessee of Ground Lease of Approximately 11.975 Acres in Austin, Travis County, Texas, to Murray Properties Limited Partnership of Austin, San Antonio, and Houston, Texas (Exec. Com. Letter 85-13).--

RECOMMENDATION

The Executive Committee concurs with the recommendation of President Flawn and the Office of the Chancellor that the U. T. Board of Regents authorize an assignment of a Ground Lease dated January 13, 1984, of approximately 11.975 acres in Austin, Travis County, Texas (Walter Prescott Webb Chair in History and Ideas - The University of Texas at Austin), by the Lessee, Northfair Partners, Ltd., to Murray Properties Limited Partnership of Austin, San Antonio, and Houston, Texas.

BACKGROUND INFORMATION

The U. T. Board of Regents, as Lessor, ratified the described Ground Lease at its meeting on April 12-13, 1984. Under the terms of that agreement, the Lessee is obligated to renovate the existing improvements constituting Northfair Shopping Center and to construct additional improvements.

Northfair Partners, Ltd., is a Texas Limited Partnership with Murray Properties Limited Partnership of Austin, San Antonio, and Houston being the General Partner and Ben Franklin Corporation of Austin being the Limited Partner. Franklin Savings Association, subsequent to the date of the agreement, committed to make the permanent loan for the project. The funding for this loan will consist of money raised through Franklin Savings Association's "Certificate of Deposit X-tra" offering. The provisions of that offering prohibit Franklin Savings Association, its subsidiaries or affiliates, from taking an ownership position in any project financed with funds raised under the offering. Ben Franklin Corporation is a subsidiary of Franklin Savings Association. Following the assignment, Northfair Partners, Ltd., will be dissolved.

Murray Properties Company, J. Fulton Murray, Jr., Jack E. Crozier, and Philip W. Capron are the General Partners of Murray Properties Limited Partnership of Austin, San Antonio, and Houston. Based upon the latest financial statements available, the combined net worth of these partners is approximately \$28,000,000.

6. U. T. Austin - Balcones Research Center - Center for Electromechanics/Center for Energy Studies (Project No. 102-524): Award of Contracts for Furniture and Furnishings to Labry Commercial Interiors, Inc., Austin, Texas; Abel Contract Furniture & Equipment Co., Inc., Austin, Texas; Wilson Business Products, Systems and Services, Inc., Houston, Texas; and Carpet Services, Inc., Austin, Texas (Exec. Com. Letter 85-13).--

RECOMMENDATION

The Executive Committee concurs with the recommendation of President Flawn and the Office of the Chancellor that the U. T. Board of Regents award contracts for furniture and furnishings for the Center for Electromechanics/Center for Energy Studies of the Balcones Research Center at U. T. Austin to the lowest responsible bidders as follows:

Labry Commercial Interiors, Inc.
Austin, Texas

Proposal "A" (Wood Desks and Seating)	\$139,837.53
--	--------------

Proposal "B" (Office and Conference Tables)	<u>53,294.08</u>
--	------------------

Total Contract Award to Labry Commercial Interiors, Inc.	\$193,131.61
---	--------------

Abel Contract Furniture & Equipment Co., Inc. Austin, Texas	
Proposal "C" (Chairs)	\$ 92,434.53
Proposal "E" (Files)	81,932.19
Proposal "F" (Office Furnishings)	20,994.28
Proposal "H" (Miscellaneous Furnishings)	<u>42,356.36</u>
Total Contract Award to Abel Contract Furniture & Equipment Co., Inc.	\$237,717.36
Wilson Business Products, Systems and Services, Inc. Houston, Texas	
Proposal "D" (Workstations)	\$ 60,131.88
Proposal "G" (Research Furnishings)	<u>79,507.83</u>
Total Contract Award to Wilson Business Products, Systems and Services, Inc.	\$139,639.71
Carpet Services, Inc. Austin, Texas	
Proposal "J" (Modular Carpet)	<u>\$ 23,762.00</u>
Grand Total Contract Awards	\$594,250.68

BACKGROUND INFORMATION

In accordance with authorization of the U. T. Board of Regents on June 16, 1983, the bids as shown on Pages Ex.C 7 - 9 were received and opened on January 22, 1985, for furniture and furnishings for the Center for Electromechanics/Center for Energy Studies, Balcones Research Center, U. T. Austin. Funds for the contract awards are available in the Furnishings and Equipment Account.

Bids received from Clegg/Austin of Austin, Texas, were not signed and failed to acknowledge the addenda. Educational and Institutional Cooperative Service, Inc. of Dallas, Texas, submitted a bid with restrictive qualifications. Bids received from Faith Investment Corporation dba Office Furniture Distributors dba O.F.D. Business Interiors of Austin, Texas, were not signed, receipt of addenda was not acknowledged, and some proposals were incomplete.

Proposal "A", Wood Desks and Seating

Clegg/Austin (not responsive)	\$134,671.30
Labry Commercial Interiors, Inc.	139,837.53
Wilson Business Products, Systems and Services, Inc.	155,263.76

Proposal "B", Office and Conference Tables

Faith Investment Corporation dba Office Furniture Distributors dba O.F.D. Business Interiors (not responsive)	\$ 51,585.06
Labry Commercial Interiors, Inc.	53,294.08
Clegg/Austin (not responsive)	54,025.76
Educational and Institutional Cooperative Service, Inc.	54,840.86
Abel Contract Furniture & Equipment Co., Inc.	54,991.23
Rockford Business Interiors	55,688.81
Wilson Business Products, Systems and Services, Inc.	57,593.02
Business Products and Services, Inc.	60,825.00

Proposal "C", Chairs

Faith Investment Corporation dba Office Furniture Distributors dba O.F.D. Business Interiors (not responsive)	\$ 68,826.96
Abel Contract Furniture & Equipment Co., Inc.	92,434.53
Wilson Business Products, Systems and Services, Inc.	104,363.49

Proposal "D", Workstations

Wilson Business Products, Systems and Services, Inc.	\$ 60,131.88
Educational and Institutional Cooperative Services, Inc. (qualified)	60,370.10

Proposal "E", Files

Abel Contract Furniture & Equipment Co., Inc.	\$ 81,932.19
Educational and Institutional Cooperative Services, Inc.	85,087.52
Business Products and Services, Inc.	89,487.00
Wilson Business Products, Systems and Services, Inc.	99,713.99

Proposal "F", Office Furnishings

Faith Investment Corporation dba Office Furniture Distributors dba O.F.D. Business Interiors (not responsive)	\$ 4,779.87
Abel Contract Furniture & Equipment Co., Inc.	20,994.28
Wilson Business Products, Systems and Services, Inc.	21,041.38
Rockford Business Interiors	21,310.16

Proposal "G", Research Furnishings

Faith Investment Corporation dba Office Furniture Distributors dba O.F.D. Business Interiors (not responsive)	\$ 1,747.40
Wilson Business Products, Systems and Services, Inc.	79,507.83
Abel Contract Furniture & Equipment Co., Inc.	82,780.75

Proposal "H", Miscellaneous Furnishings

Faith Investment Corporation dba Office Furniture Distributors dba O.F.D. Business Interiors (not responsive)	\$ 3,736.42
Abel Contract Furniture & Equipment Co., Inc.	42,356.36
Wilson Business Products, Systems and Services, Inc.	43,617.93

Proposal "J", Modular Carpet

Carpet Services, Inc.	\$ 23,762.00
San Antonio Floor Finishers	24,076.00

7. U. T. Institute of Texan Cultures - San Antonio - Remod-
eling for Life Safety Requirements (Project No. 404-571):
Report of Rebid and Award of Construction Contract to
Texas Western Contractors, Inc., San Antonio, Texas
(Exec. Com. Letters 85-4 and 85-12).--

RECOMMENDATION

The Executive Committee recommends that the U. T. Board of Regents recognize the rebidding of the revised plans and specifications for the Remodeling for Life Safety Requirements at the U. T. Institute of Texan Cultures - San Antonio and ratify the award of a construction contract to Texas Western Contractors, Inc., San Antonio, Texas, in the amount of \$434,865 for the base bid plus Alternates No. 1 and No. 2 which has been awarded by the U. T. Institute of Texan Cultures Administration.

BACKGROUND INFORMATION

In accordance with authorization of the U. T. Board of Regents, the bids as shown on Page Ex.C 10 were received and opened on November 27, 1984, for the Remodeling for Life Safety Requirements at the U. T. Institute of Texan Cultures - San Antonio.

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

Construction Cost	\$434,865
Fees and Administrative Cost	47,444
Future Work	50,682
Miscellaneous Expenses	1,000
Project Contingency	15,000
Previous Work Completed for Storage of Hazardous Materials	<u>21,883</u>
Total Project Cost	\$570,874

This project was funded by appropriations from acts of the 68th Legislature and from unexpended balances of previous legislative appropriations for repairs and rehabilitation.

REMODELING FOR LIFE SAFETY REQUIREMENTS
 U. T. INSTITUTE OF TEXAN CULTURES - SAN ANTONIO
 Bids Received November 27, 1984, at the
 U. T. Institute of Texan Cultures - San Antonio

<u>Bidder</u>	<u>Base Bid</u>	<u>Alt. No. 1 Additional General Work</u>	<u>Alt. No. 2 Additional Mechanical Work</u>	<u>Total</u>
Texas Western Contractors, Inc., San Antonio, Texas	\$405,305	\$19,720	\$ 9,840	\$434,865
All-Tex Contractors, Inc., San Antonio, Texas	409,633	19,947	9,890	439,470
Dee Forgy dba Forgy Construction Co., San Antonio, Texas	444,844	15,800	9,700	470,344
Stoddard Construction Company, San Antonio, Texas	439,000	21,000	10,500	470,500
Van Delden-Karam, Inc., San Antonio, Texas	453,451	21,375	10,126	484,952
F. A. Nunnelly Company, San Antonio, Texas	455,955	26,990	13,900	496,845

EX. C - 10

8. U. T. Tyler: Sam A. Lindsey Endowment Fund - Recommendation for Oil and Gas Lease on Undivided Mineral Interest Out of the Donovan Prospect, SW/4, 13-7N-10E, Hughes County, Oklahoma, to Gomaco, Inc., Tulsa, Oklahoma (Exec. Com. Letter 85-15).--

RECOMMENDATION

The Executive Committee concurs with the recommendation of President Hamm and the Office of the Chancellor that the U. T. Board of Regents authorize an oil and gas lease covering an undivided 1/4 interest, or 40 net mineral acres, out of the Donovan Prospect, SW/4, 13-7N-10E, Hughes County, Oklahoma (Sam A. Lindsey Endowment Fund - The University of Texas at Tyler), to Gomaco, Inc., Tulsa, Oklahoma. The proposed lease provides for a 3/16 royalty, a \$77.00 per acre bonus, and a paid-up term of three years.

BACKGROUND INFORMATION

This mineral interest is among several non-producing mineral interests acquired through a bequest from the Estate of Louise Lindsey Merrick, which was accepted by the U. T. Board of Regents at its meeting on October 7-8, 1982.

Three grandsons of Mrs. Merrick, who own the remaining undivided one-half of the minerals, have leased their interest on these terms and have requested approval by the U. T. Board of Regents.

9. U. T. Health Science Center - Dallas: Proposed Affiliation Agreement with St. Paul Medical Center, Dallas, Texas, and St. Paul Family Practice Center, Inc., Dallas, Texas (Exec. Com. Letter 85-15).--

RECOMMENDATION

The Executive Committee concurs with the recommendation of President Sprague and the Office of the Chancellor that approval be given to the nonstandard affiliation agreement set out on Pages Ex.C 12 - 29 by and among the U. T. Board of Regents, for and on behalf of the U. T. Health Science Center - Dallas, and the St. Paul Medical Center, Dallas, Texas, and St. Paul Family Practice Center, Inc., Dallas, Texas.

BACKGROUND INFORMATION

The affiliation agreement provides that the U. T. Health Science Center - Dallas and the St. Paul Family Practice Center, Inc., will sponsor and maintain a Family Practice Residency Program to consist of a duly approved graduate training program for residents in Family Practice and an ambulatory care facility.

This agreement supersedes the agreement approved by the U. T. Board of Regents in 1979.

AFFILIATION AGREEMENT

This Agreement, made as of the 1st day of March, 1985, by and between St. Paul Medical Center ("SPMC"), a Texas not-for-profit corporation, The University of Texas Health Science Center at Dallas (the "School"), a component of The University of Texas System, and the St. Paul Family Practice Center, Inc. (the "Center"), a Texas not-for-profit corporation organized under the provisions of V.A.C.S., Art. 4495b, Sec. 5.01 (Supp. 1984) (formerly Art. 4509a, Texas Revised Civil Statutes), is made with reference to the following matters:

WHEREAS, SPMC, School and Center desire to continue sponsoring and maintaining a Family Practice Residency Program (the "Program") to consist of a duly approved graduate training program for residents in Family Practice and an ambulatory care facility in the vicinity of SPMC, which is the location of the Program and the place where, in connection with the Program, medical services will be rendered for a fee to patients requiring diagnosis, care and treatment.

NOW, THEREFORE, the parties mutually agree as follows:

ARTICLE I.

Family Practice Residency Program

SPMC, School and Center agree to continue sponsoring and maintaining Program under the direction of a medical director (the "Director").

ARTICLE II.

Director

A. SPMC and School shall agree upon an individual to be named Director of the Program. The position of Director shall be Director's principal occupation to which Director will devote at least 25 hours per week in the performance of the duties itemized below.

B. Director shall have at least the following qualifications:

1. A faculty position without tenure at a rank no less than Assistant Professor at School;
2. Board certification in Family Practice;
3. Membership on the medical staff at SPMC, agreeing to be bound by the rules and regulations of SPMC's medical staff.

C. The Director shall be an employee of School, and School shall undertake the sole responsibility of Director's compensation, including all fringe benefits, except those which Center might confer on Director consistent with contractual commitments to School and SPMC.

SPMC agrees to remit to School annually:

1. the sum of \$31,900 which shall be used to defray the Director's compensation, such sum payable to School in four equal installments which began on September 1, 1984, and will continue for each successive December 1, March 1, June 1 and September 1, thereafter and,
2. a prorated share, based on the percentage of Director's total compensation reimbursable by SPMC under C.1. above, of the actual costs of worker's compensation, social security, including

employee's share as authorized by the Texas State Legislature, unemployment compensation insurance, premium sharing, lump sum vacation, sick leave, and retirement.

D. SPMC agrees to remit to School the total cost of faculty benefits for which the Director would customarily be eligible. Center, from its Faculty MSRDP Account, shall reimburse SPMC for any such benefits, including professional liability and accidental death and disability insurance.

E. Director may be terminated from his position as Director at the end of any academic year, by School or SPMC, so long as Director is given at least ninety (90) days written advance notice and School and SPMC have discussed the need for termination. If termination is for cause or disability, either of which renders him incapable of fulfilling his duties, or if he fails to meet the qualifications of Article II. B. then five (5) days written advance notice to Director shall be sufficient, and such termination may take place at any time during the academic year so long as School and SPMC have discussed the need for such termination. Nothing shall be construed by such termination to affect Director's contractual rights as a member of the faculty of School, if any.

F. Director is eligible and shall be covered by School's professional liability insurance for all acts or omissions committed in the scope of his duties as Director. School agrees to certify to SPMC at least annually the fact and amount of coverage for Director and shall notify SPMC at least thirty (30) days prior to any decrease in such coverage.

ARTICLE III.

Duties of Director

A. The duties of Director shall include, but not be limited to, the following:

1. plan, organize, and implement the Program;
2. supervise the Center;
3. provide and supervise the provision of professional services to outpatients at Center including scheduling of Director's, Associate Director's, the third faculty member's, and residents' time to insure proper coverage at the Center;
4. direct and participate in teaching activities of the Program in collaboration with SPMC staff physicians, School faculty and such technical personnel as shall be appropriate;
5. support and participate in teaching efforts in other departments and programs at SPMC, including participation in recruitment of residents for the Program;
6. operate the Program at Center under the direct supervision of the Director of Medical Education at SPMC, and in accordance with this agreement and the policies, rules and guidelines of SPMC's Department of Medical Education;
7. obtain and maintain approval of the Program as an approved graduate training program of the Liaison Committee on Graduate Medical Education;
8. consult with and advise SPMC concerning the size and qualification of the personnel to be hired by SPMC for the Program and

Center, and assist SPMC regarding such personnel decisions. While nothing in this Agreement is intended to imply that Program and Center personnel are not SPMC employees, it is also the intent of the parties that the Director shall have the authority to supervise the personnel of the Program and Center to insure that the goals of the Program are furthered.

9. perform all functions, and insure the performance of all functions by others at the Center, in compliance with applicable local, state and federal laws, rules and regulations, including particularly any and all obligations of a physician in private medical practice;

10. actively participate in and meet the criteria of SPMC's budget procedures for all Center expenditures, including personnel, capital expenditures, supplies and furnishings;

11. admit patients requiring hospitalization to SPMC unless SPMC cannot render the services required by a patient or a patient requests otherwise.

ARTICLE IV.

Associate Director

A. SPMC and School shall agree upon an individual to be named Associate Director of the Program. The position of Associate Director shall be the Associate Director's principal occupation to which Associate Director will devote at least 25 hours per week in the performance of duties assigned by Director.

B. Associate Director shall have at least the following qualifications:

1. A faculty position without tenure at a rank no less than Instructor at School;
2. Board eligibility in Family Practice;
3. Membership on the medical staff at SPMC agreeing to be bound by the rules and regulations of SPMC's medical staff;

C. The Associate Director shall be an employee of School, and School shall undertake the sole responsibility of Associate Director's compensation, including all fringe benefits, except those which Center might confer on Associate Director consistent with contractual commitments to School and SPMC. SPMC agrees to remit to School in response to billing by School:

1. the sum of \$25,800 annually which shall be used to defray the Associate Director's compensation, such sum payable to School in four equal installments which began on September 1, 1984, and shall continue each successive December 1, March 1, June 1 and September 1, thereafter, and

2. a prorated share, based on the percentage of Associate Director's total compensation reimbursable by SPMC under C.1., above, of the actual cost of worker's compensation, social security including employee's share as authorized by the Texas State Legislature, unemployment compensation insurance, premium sharing, lump sum vacation, sick leave, and retirement.

D. SPMC agrees to remit to School the total cost of faculty benefits for which the Associate Director would customarily be eligible. Center from its Faculty MSRDP Account, shall reimburse SPMC for any such benefits, including professional liability and accidental death and disability insurance.

E. Associate Director may be terminated from his position as Associate Director at the end of any academic year, by School or SPMC, so long as the Associate Director is given at least ninety (90) days written advance notice and School and SPMC have discussed the need for termination. If termination is for cause or disability, either of which renders him incapable of fulfilling his duties, or if he fails to meet the qualifications of Article IV A. 1. thru 3. then five (5) days written advance notice to Associate Director shall be sufficient, and such termination may take place at any time during the academic year so long as School and SPMC have discussed the need for such termination. Nothing shall be construed by such termination to affect Associate Director's contractual rights as a member of the faculty of School, if any.

F. Associate Director is eligible and shall be covered by School's professional liability insurance for all acts or omissions committed in the scope of his duties as Associate Director. School agrees to certify to SPMC at least annually the fact and amount of coverage for Associate Director and shall notify SPMC at least thirty (30) days prior to any decrease in such coverage.

ARTICLE V.

Third Faculty Member

A. SPMC and School shall agree upon an individual to be named to a third faculty position for the Program. The position shall be the principal occupation of the individual holding the position and the faculty member agrees to devote at least 25 hours per week in the performance of the duties assigned by the Director.

B. The third faculty member shall have the same qualifications as the Associate Director.

C. The third faculty member shall be an employee of School, and School shall undertake the sole responsibility of his compensation, including all fringe benefits, except those which Center might confer on him consistent with contractual commitments to School and SPMC. SPMC agrees to remit to School in response to billing by School:

1. the sum of \$60,000 annually which shall be used to defray his compensation, such sum payable to School in four equal installments commencing on July, 1984, and each successive October 1, January 1, April 1, and July 1, thereafter, and

2. a prorated share, based on the percentage of the faculty member's total compensation reimbursable by SPMC under C.1. above, of the actual costs of workers' compensation, social security, including employee' share as authorized by the Texas State Legislature, unemployment compensation insurance, premium sharing, lump sum vacation, sick leave, and retirement.

D. SPMC agrees to remit to School the total cost of faculty benefits for which the third faculty member would customarily be eligible. Center, from its Faculty MSRDP, shall reimburse SPMC for any such benefits, including professional liability and accidental death and disability insurance.

E. The third faculty member may be terminated from his position at Center at the end of any academic year, by either School or SPMC, so long as the faculty member is given at least ninety (90) days written advance notice, and School and SPMC have discussed such termination. If termination is for cause or disability, either of which renders him incapable of fulfilling his duties, or if he fails to meet the qualifications of Article V B. then five (5) days written advance notice to the faculty member shall be sufficient and such termination may take place at any time during the academic year so long as School and SPMC have discussed the need for such termination. Nothing shall be construed by such termination to affect faculty member's contractual rights with School, if any.

F. Third faculty member is eligible and shall be covered by School's professional liability insurance for all acts or omissions committed in the scope of his duties as third faculty member. School agrees to certify to SPMC at least annually the fact and amount of coverage for third faculty member and shall notify SPMC at least thirty (30) days prior to any decrease in such coverage.

ARTICLE VI.

St. Paul Family Practice Center

A. The Program shall have its headquarters, and the Director shall have his principal office, at a mutually agreed upon site, such site to be called "St. Paul Family Practice Center, Inc." The initial location of the Center is Suites 438, 457 and 468 of the Locke Medical Building, 6011 Harry Hines Blvd., Dallas, Texas.

B. During the term of this Agreement, SPMC shall at its own expense and in accordance with the other provisions contained herein, provide the Program the following:

1. space of sufficient size;
2. furnishings and supplies of sufficient quantity and quality to accommodate needs for patient care and resident training at the Center; and,
3. sufficient personnel to accomplish the purposes and fulfill the needs of the Center and the Program.

C. SPMC shall keep an accounting of all of its expenses of and expenditures for the Program and Center.

D. The Director shall no less often than annually present to SPMC a proposed budget for Center for the next succeeding fiscal year, itemizing Center's anticipated receipts, expenses and capital equipment requirements. SPMC shall have the sole right, after consultation with the Director, to approve the budget insofar as SPMC funds will be required. Center agrees to be bound by the approved budget, which may

from time to time be amended with SPMC approval. Disbursements by SPMC of the funds required to operate the Center will be timely made in order to meet the actual expenses of the Center.

E. Center shall provide professional services to outpatients for a fee. Center shall determine the professional fees to be charged for services rendered.

F. Center agrees to bill, account for and collect fees for professional services for all physicians at Center. Center shall maintain for convenience a bank account in its own name for the deposit of all receipts to the Center. This account shall be called General Revenue Account. No later than the 15th day of each calendar month, Center shall remit to SPMC eighty-seven and one-half percent (87.5%) of all Resident-Generated Fees collected during the preceding month, less all costs of Center paid directly by Center for the same time period which have been approved by SPMC's Director of Medical Education. "Resident-Generated Fees" is defined as fees for professional services received by Center based upon billings to teaching patients seen solely by residents of Program. Specifically excluded from this definition are "Faculty-Generated Fees" as defined below. Such remittances shall be applied as a reimbursement to SPMC of the funds from time to time expended on behalf of the Program and Center. At the end of each fiscal year, or more frequently if agreed upon by the parties, SPMC shall provide Center and School with an accounting of that year's total expenses and total receipts for Program and Center. The receipts category shall list reimbursements from all sources, including but not limited to

the amounts received from the Coordinating Board, Texas College and University System and the Medicare reimbursement for medical education costs related to Program. SPMC shall also provide a cumulative accounting, from the effective date of this Agreement to the end of the current fiscal year, and, thereafter, at the end of each academic year covering the preceding year. If SPMC's cumulative expenses exceed cumulative receipts, then Center will continue remitting to SPMC eighty-seven and one-half percent (87.5%) of all Resident-Generated Fees, as provided for above. If cumulative receipts exceed cumulative expenses then Center shall, in lieu of the eighty-seven and one-half percent (87.5%), remit to SPMC an amount equal to current direct expenses, excluding any indirect expenses, of the Program and Center. All funds not remitted to SPMC shall be used by Center in furtherance of its educational purposes.

G. SPMC and School shall be entitled at any time to examine any and all books and records of Center including the General Revenue Account and Faculty MSRDP Account. SPMC and School shall be entitled to an itemized accounting of Center's receipts and expenses on a monthly basis.

H. Fees for services rendered by persons other than Center shall be billed by and be the sole responsibility of the persons so rendering such services. Such persons shall be informed of their responsibility.

I. In accordance with the prior agreement on this same subject, Center has established a fund, entitled Faculty MSRDP Account,

for the purposes of promoting medical education, similar to School's MSRDP and governed in accordance with School's MSRDP By-laws. All Faculty-Generated Fees, as defined below, shall be deposited in Center's Faculty MSRDP Account. No later than the 15th day of each month, the Director shall pay Center from the Faculty MSRDP Account, an amount equal to fifteen percent (15%) of the collections of Faculty-Generated Fees for the preceding month. Such remittances shall be applied as a reimbursement to Center for the costs of billing and collecting Faculty Generated Fees. Eight-seven and one-half percent (87.5%) of this fifteen (15%) percent shall be remitted by Center to SPMC in the same manner as that for Resident-Generated Fees in F., above. "Faculty-Generated Fees" is defined as fees generated by the School faculty members in the Program and received by Center, based upon billings:

1. at any inpatient facility for faculty attending rounds;
2. private faculty patients at the Center;
3. for Medicare and Medicaid patients seen by both faculty and residents but billed in faculty member's name in accordance with the law, and
4. for any other services considered by School's MSRDP By-laws to produce faculty-generated fees.

Center may transfer its Faculty MSRDP Account to the MSRDP of the Department of Family Practice and Community Medicine at the School if it chooses to do so.

ARTICLE VII.

Residents

A. Center shall recruit a sufficient number of residents for the Program. Residents shall be approved by SPMC in accordance with the same procedures established for SPMC's other residency programs. SPMC and Director shall agree on the number of residents to be selected for the Program, and Center shall not accept residents other than those approved by SPMC.

B. Residents shall execute SPMC's standard house staff contracts. Residents shall be paid by SPMC and shall receive the same benefits as other similarly-situated residents at SPMC. All funds received by SPMC as reimbursement for medical education from whatever source related to Program, shall be included in the Article VI. reimbursement provision as a receipt of funds and shall be reflected in the accounting of costs and expenses of the Program and Center.

C. SPMC, School and Director shall mutually agree upon an academic program for the residents.

D. SPMC agrees to provide, at its own expense, professional liability insurance coverage for the residents for acts and omissions committed in the performance of Program obligations.

ARTICLE VIII.

Center's Covenants

During the term of this Agreement, Center hereby covenants to maintain itself as a duly organized Texas not-for-profit corporation operated pursuant to V.A.C.S. Art. 4495b, Sec. 5.01, (Supp. 1984), and to operate in accordance with its Articles of Incorporation, by-laws and the resolutions and policies of its Board of Trustees.

ARTICLE IX.

Federal or State Aid

The parties hereby acknowledge that any sums received by SPMC, Director, Program or Center from federal, state or other programs the purpose of which is to aid, assist, or reimburse Program shall be remitted entirely and solely to SPMC. SPMC agrees that any such funds received shall be used to benefit the Program or Center as permitted or required by the applicable federal or state program under which such funds were obtained. School and Director agree to use their best efforts alone or with the assistance of SPMC to identify and obtain all such funds as may be available from federal, state or other sources. No such funds shall be applied for or accepted without SPMC's prior approval.

ARTICLE X.

Doctor/Patient Relationship

A. Director, Associate Director, the third faculty member and all physicians at Center shall function entirely independent of SPMC as to any and all diagnosis, treatment of patients, operations and all other

activities involved in the "practice or medicine" and/or the doctor/patient relationship. However, this Agreement shall not otherwise affect the Director's, Associate Director's, third faculty member's, or other Center physicians' obligations as members of the medical staff of SPMC.

B. It is the intention of the Center, SPMC, School and Director that all provisions of this Agreement be construed in harmony with the Texas Medical Practice Act, as interpreted by the courts, and with all rules and regulations of the Texas Medical Association, the State Board of Medical Examiners, and any other appropriate regulatory authority.

ARTICLE XI.

Miscellaneous

A. Amendments. This agreement may be amended only by the written agreement of School, SPMC and Center.

B. Term. This agreement supersedes all prior agreements and shall be effective from the date it is executed by the last party to sign until June 30, 1985, at which time it shall be automatically renewed annually, until the giving of at least 180 days prior written notice of termination by School, SPMC or Center to the other parties. The termination of this agreement shall not alter, limit or affect Center's obligations to reimburse SPMC for sums expended on behalf of the Program or Center in accordance with the provisions of this Agreement. The parties will endeavor, though not be bound to give, any such termination notice 180 days prior to a clinical academic year.

C. Notice. Any notice shall be in writing and shall be delivered by certified mail to the persons and addresses set forth as follows:

Administrator
St. Paul Medical Center
5909 Harry Hines Blvd.
Dallas, Texas 75235

President
The University of Texas
Health Science Center
at Dallas
5323 Harry Hines Blvd.
Dallas, Texas 75235

Chairman
Board of Directors
St. Paul Family
Family Practice Center
Locke Medical Building
6011 Harry Hines Blvd.
Dallas, Texas 75235

D. Law Applicable. The laws of the State of Texas shall govern this Agreement.

E. Execution. This Agreement shall be executed in four (4) counterparts, each of which, when executed, shall be an original.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their respective officers thereunto duly authorized as of the day and year first above written.

Approved as to form:

THE UNIVERSITY OF TEXAS SYSTEM

By: W.D. Ahlert
Office of General Counsel
The University of Texas System

By: Charles C. Sprague
President
The University of Texas Health
Science Center at Dallas

Date: _____

Date: _____

By: Harold H. ...
Office of the Chancellor
The University of Texas System

Date: June 12, 1955

By: _____
Chairman
The University of Texas System
Board of Regents

Date: _____

ST. PAUL FAMILY PRACTICE
CENTER INC.

By: W. M. Clark, M.D.
Chairman,
Board of Directors

Date: 26 February 85

ST. PAUL MEDICAL CENTER

By: Sister Damian Ketzler
Administrator

Date: 2/20/85

10. U. T. Medical Branch - Galveston: Salary Increase Requiring Advance Regental Approval Under Budget Rules and Procedures No. 2 (Exec. Com. Letter 85-12).--

RECOMMENDATION

The Executive Committee concurs with the recommendation of President Levin and the Office of the Chancellor that the U. T. Board of Regents approve the following salary increase at The University of Texas Medical Branch at Galveston:

Internal Medicine, Physiology and Biophysics, Graduate School and Marine Biomedical Institute

Increase the annual compensation rate of Professor, Chairman and Adjunct Member Arthur M. Brown (Tenure) from \$101,400 to \$112,000 effective January 1, 1985.

Source of Funds:

State:	\$ 85,500	Departmental Faculty Salaries
Other:	21,944	Department of Health and Human Services Grant
	<u>4,556</u>	MSRDP Grant
	<u>\$112,000</u>	Total Salary

(RBC 241)

BACKGROUND INFORMATION

Dr. Arthur M. Brown took his M.D. in 1956 from The University of Manitoba and his Ph.D. from The University of London in 1964. He came to the U. T. Medical Branch - Galveston in 1973 as Professor and Chairman of the Department of Physiology & Biophysics.

Since joining the faculty, Dr. Brown has proved invaluable. He is an outstanding academic physiologist and administrator who has been highly successful in strengthening the educational and research programs of the department. His international reputation has attracted outstanding faculty members to the department and given it the reputation of one of the finest in the country. The Department of Physiology & Biophysics consistently secures more sponsored program support than any other academic unit. Dr. Brown's personal research is extremely well supported by grants and recently he was named a Javits Neuroscience Investigator Awardee.

Dr. Brown is a respected teacher and an active member on committees both within the institution and around the Nation. He frequently travels abroad to further his investigative efforts. His collaborations with other scholars has increased his expertise and contributed greatly to his department and the institution.

11. U. T. Health Science Center - Houston: Recommendation for Approval to Exchange Tracts of Land with Texas Medical Center, Inc., Houston, Texas, for Construction of Distribution Lines (Exec. Com. Letter 85-15).--

RECOMMENDATION

The Executive Committee concurs with the recommendation of President Bulger and the Office of the Chancellor that the U. T. Board of Regents authorize the conveyance to Texas Medical Center, Inc., Houston, Texas, of a tract of land containing approximately 6,500 square feet located on the easterly edge of the campus of the U. T. Health Science Center - Houston. In return, Texas Medical Center, Inc., will convey to the U. T. Board of Regents a tract of land containing approximately 12,837.5 square feet west of the U. T. Public Health School - Houston and the U. T. G.S.B.S. - Houston.

BACKGROUND INFORMATION

The Texas Medical Center Heating and Cooling Central Cooperative Association plans to construct new thermal distribution lines from its central plant, which is south of Holcombe Boulevard, along the tract which will be conveyed to the Texas Medical Center, Inc.

The tract to be acquired from the Texas Medical Center, Inc., is paved and will be utilized for off-street parking.

12. U. T. Health Science Center - San Antonio: Salary Increases Requiring Advance Regental Approval Under Budget Rules and Procedures No. 2 (Exec. Com. Letter 85-12).--

RECOMMENDATION

The Executive Committee concurs with the recommendation of President Harrison and the Office of the Chancellor that the U. T. Board of Regents approve the following salary increases at The University of Texas Health Science Center at San Antonio:

Dental Diagnostic Science

Increase the annual compensation rate of Associate Professor James A. Cottone (Tenure) from \$49,700 to \$55,000 effective January 1, 1985.

Source of Funds:

State: \$55,000 Dental Diagnostic Science
 Teaching Salaries

(RBC 269)

Department of Restorative Dentistry

Increase the annual compensation rate of Assistant Professor Ann E. Pond (Nontenure) from \$30,811 to \$41,000 effective January 1, 1985.

Source of Funds:

State: \$41,000 Restorative Dentistry Teaching Salaries

(RBC 271)

Increase the annual compensation rate of Clinical Assistant Professor Richard H. Lazor (Nontenure) from \$29,750 to \$35,000 effective January 1, 1985.

Source of Funds:

State: \$35,000 Restorative Dentistry Teaching Salaries

(RBC 274)

Department of Oral and Maxillofacial Surgery

Increase the annual compensation rate of Assistant Professor Fred A. Bell, III (Nontenure) from \$50,007 to \$57,750 effective February 1, 1985.

Source of Funds:

State: \$57,750 Oral and Maxillofacial Surgery Teaching Salaries

(RBC 277)

BACKGROUND INFORMATION

Dr. James A. Cottone has been very productive during the past few years. He has been interviewed and offered a job as a Department Chairman at another university at \$20,000 per annum more than his present salary. He has represented the U. T. Health Science Center - San Antonio quite well and often from the local area to the most prestigious meetings on the national level.

Dr. Ann E. Pond devotes more than thirty hours per week to clinical, didactic and laboratory instruction and has recently assumed additional responsibility for directing the Freshman Occlusion Course. She enthusiastically participates in committee and other service activities at the departmental and institutional level. She has successfully conducted research leading to publication and to presentation of results before national professional and scientific organizations. Dr. Pond is making an effective contribution to the departmental teaching program and is developing appropriately in the area of service and scholarship.

Dr. Richard H. Lazor is an honor graduate of our school who has been appointed part-time in the department for six years. His contributions to the institution include the participation in clinical teaching typical of clinical faculty and active participation and leadership. Dr. Lazor's current annual salary rate is below the mean salary of other clinical assistant professors in Restorative Dentistry. His continued association with the University should be encouraged.

Dr. Fred A. Bell is a key person in this department who functions as Director of Undergraduate Education and is course director in two other courses. He is a significantly contributing member of the very important Curriculum Committee of the Dental School as well as several other committees. We are now very close to losing Dr. Bell to the University of Florida primarily because of fiscal limitation.

13. U. T. Cancer Center - Additional Outpatient Clinic Facilities - Phase II (Project No. 703-459): Report of Negotiated Contract Change with Starstone Construction Company, Houston, Texas, to Provide Five Additional Floors (Exec. Com. Letter 85-12).--

RECOMMENDATION

The Executive Committee recommends that the U. T. Board of Regents ratify the issuance of a Change Order concerning the construction of Additional Outpatient Clinic Facilities - Phase II at the U. T. Cancer Center as set forth below.

At its meeting on February 9, 1984, the U. T. Board of Regents authorized a contract change increasing the scope of a construction contract with Starstone Construction Company, Houston, Texas, to provide five additional floors, totaling 66,185 gross square feet, to Phase II Additional Outpatient Clinic Facilities at the U. T. Cancer Center at an increased construction cost not to exceed \$7,622,898.

The Office of Facilities Planning and Construction and the Project Architect initiated negotiations with Starstone Construction Company and, with the concurrence of Dr. LeMaistre, agreed upon an increase of \$6,987,823 in the construction contract amount. A Change Order in this amount was issued on October 24, 1984. The increased construction contract amount plus fees and related project expenses are within the revised authorized total project cost of \$41,080,000.

14. U. T. Cancer Center: Recommendation for Acceptance of the Conveyance of Two Tracts of Land from Texas Medical Center, Inc., Houston, Texas, for Construction of Distribution Line Overpass (Exec. Com. Letter 85-15).--

RECOMMENDATION

The Executive Committee concurs in the recommendation of President LeMaistre and the Office of the Chancellor that the U. T. Board of Regents accept the deed of conveyance to the U. T. Board of Regents, for and on behalf of the U. T. Cancer Center, from the Texas Medical Center, Inc., Houston, Texas, of two tracts of land containing approximately 0.0391 acres along the north right-of-way line of Holcombe Boulevard and 0.0287 acres along the south right-of-way line of Holcombe Boulevard at John Freeman Avenue in Houston, Texas.

BACKGROUND INFORMATION

The Texas Medical Center Heating and Cooling Central Cooperative Association plans to construct new thermal distribution lines from its central plant, which is south of Holcombe Boulevard, to the campus of the Texas Medical Center, Inc., north of Holcombe Boulevard.

The tracts acquired from the Texas Medical Center, Inc., will be used for construction of support access towers for a pedestrian and thermal distribution line overpass which will extend over and across and above Holcombe Boulevard.

Finance and Audit Committee

FINANCE AND AUDIT COMMITTEE
Committee Chairman Yzaguirre

Date: April 11, 1985

Time: Following the meeting of the Executive Committee

Place: Building B, 6th Floor, North Conference Room
U. T. Health Center - Tyler

	<u>Page</u> <u>F&A</u>
1. U. T. System: <u>Docket No. 21 of the Office of the Chancellor</u>	2
2. U. T. System Administration and U. T. Austin: Proposed Resolution Amending the List of Individuals Authorized to Negotiate, Execute, and Administer Classified Government Contracts (Managerial Group)	2

1. U. T. System: Docket No. 21 of the Office of the Chancellor.--

RECOMMENDATION

It is recommended that Docket No. 21 of the Office of the Chancellor be approved.

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

2. U. T. System Administration and U. T. Austin: Proposed Resolution Amending the List of Individuals Authorized to Negotiate, Execute, and Administer Classified Government Contracts (Managerial Group).--

RECOMMENDATION

The Office of the Chancellor recommends that the U. T. Board of Regents approve the amended Resolution set out below updating the list of officers cleared for access to classified material, and authorized to negotiate, execute, and administer classified government contracts.

BE IT RESOLVED:

- a. That those persons occupying the following positions among the officers of The University of Texas System shall be known as the Managerial Group as described in the Department of Defense Industrial Security Manual for Safeguarding Classified Information:

Hans Mark, Chancellor, Chief Executive Officer
Robert L. Anderson, Financial Associate
Thomas M. Grady, Comptroller
Arthur H. Dilly, Executive Secretary to the Board of Regents
A. J. Dusek, Director, Office of Sponsored Projects, U. T. Austin; U. T. System Security Supervisor
Wayne K. Kuenstler, Assistant Director, Office of Sponsored Projects, U. T. Austin; U. T. System Assistant Security Supervisor
Peter T. Flawn, President, U. T. Austin
Gerhard J. Fonken, Vice-President for Academic Affairs and Research, U. T. Austin
G. Charles Franklin, Vice-President for Business Affairs, U. T. Austin

- b. That the Chief Executive Officer and the members of the Managerial Group have been processed or will be processed for a personnel clearance for access to classified information, to the level of the facility clearance granted to the institution, as provided for in the aforementioned Industrial Security Manual, and all replacements for such positions will be similarly processed for security clearance.

- c. That the said Managerial Group is hereby delegated all of the Board's duties and responsibilities pertaining to the protection of classified contracts of the Department of Defense, or User Agencies of its Industrial Security Program, awarded to the institutions of The University of Texas System.
- d. That the following named members of the U. T. Board of Regents shall not require, shall not have, and can be effectively excluded from access to all classified information in the possession of The University of Texas System and do not occupy positions that would enable them to affect adversely the policies and practices of the institutions of The University of Texas System in the performance of classified contracts for the Department of Defense, or User Agencies of its Industrial Security Program, and need not be processed for a personnel clearance.

Members of the U. T. Board of Regents:

Jess Hay, Chairman
Robert B. Baldwin III, Vice-Chairman
Shannon H. Ratliff, Vice-Chairman
Jack S. Blanton
Janey Slaughter Briscoe (Mrs. Dolph)
Beryl Buckley Milburn (Mrs. Malcolm)
Tom B. Rhodes
Bill Roden
Mario Yzaguirre

BACKGROUND INFORMATION

The proposed resolution is needed to comply with Industrial Security Manual requirements. It updates the roster of administrative officials authorized access to classified material and to negotiate, execute and administer classified government contracts (pursuant to the Security Agreement of The University of Texas System with the United States Department of Defense), and provides for the exclusion of currently named members of the U. T. Board of Regents. Other than for changes in individuals named, the proposed Resolution is identical to the one adopted on June 17, 1983, and amended December 9, 1983, and October 12, 1984.

Academic Affairs Committee

ACADEMIC AFFAIRS COMMITTEE
Committee Chairman Baldwin

Date: April 11, 1985
Time: Following the meeting of the Finance and Audit Committee
Place: Building B, 6th Floor, North Conference Room
U. T. Health Center - Tyler

	<u>Page</u> <u>AAC</u>
1. U. T. Arlington: Recommendation to Establish a Computer-Use Fee Effective with the Fall Semester 1985 (Catalog Change)	3
2. U. T. Austin: Request for Permission for Individual to Serve on the Governor's Select Committee on Water Quality Standards for the Colorado River [<u>Regents' Rules and Regulations</u> , Part One, Chapter III, Section 13, Subsections 13.(10) and 13.(11)]	3
3. U. T. Austin: Request for Permission for Individual to Serve on the U. S. Department of Energy's Health and Environmental Research Advisory Committee [<u>Regents' Rules and Regulations</u> , Part One, Chapter III, Section 13, Subsections 13.(10) and 13.(11)]	4
4. U. T. Austin: Proposed Appointments to Endowed Academic Positions in the College of Communication Effective September 1, 1985	4
5. U. T. Austin: Proposed Appointment to the Margie Gurley Seay Centennial Professorship in Education in the College of Education Effective September 1, 1985	5
6. U. T. Austin: Proposed Appointments to Endowed Academic Positions in the College of Liberal Arts Effective September 1, 1985	6
7. U. T. Austin: Proposed Appointment to the John E. "Brick" Elliott Centennial Endowed Professorship in Geological Sciences, College of Natural Sciences, Effective September 1, 1985	7
8. U. T. Austin: Proposed Appointments to Endowed Academic Positions in the College of Pharmacy Effective September 1, 1985	8
9. U. T. Austin: Recommendation for Approval to Increase the 1985-86 Rates for University Housing Effective Fall Semester 1985 (Catalog Change)	8
10. U. T. Austin: Proposed Memorandum of Agreement with Brooke Army Medical Center, Fort Sam Houston, Texas	11

	<u>Page</u> <u>AAC</u>
11. U. T. Dallas: Proposed Approval of Amendments to the Constitution of the Student Senate	17
12. U. T. Permian Basin: Request for Approval of a University Mascot (Regents' <u>Rules and Regulations</u> , Part Two, Chapter I, Section 10, Sub-section 10.4)	18
13. U. T. San Antonio: Acceptance of Gifts from Mr. Montgomery Fly Cameron, San Antonio, Bexar County, Texas	19
14. U. T. San Antonio: Proposed Agreement with Southwest Texas State University, San Marcos, Texas, and the Commandant, Air Force ROTC, San Antonio, Texas	19
15. U. T. Tyler: Proposed Appointments to the J. S. Hudnall Professorship for American Affairs and the J. S. Hudnall Professorship in Energy and Technology Effective September 1, 1985	24
16. U. T. Tyler: Proposed Appointment to the George W. and Robert S. Pirtle Distinguished Professorship in Free Enterprise Effective September 1, 1985	24

1. U. T. Arlington: Recommendation to Establish a Computer-Use Fee Effective with the Fall Semester 1985 (Catalog Change).--

RECOMMENDATION

The Office of the Chancellor concurs with the recommendation of President Nedderman that the U. T. Board of Regents establish a Computer-Use Fee of \$5, \$10, and \$15 per student user per semester, the amount to be charged to be dependent on a classification of courses by amount of student computer usage required (limited, moderate or extensive), at U. T. Arlington to be effective with the Fall Semester 1985.

BACKGROUND INFORMATION

The proposed user fee is necessary to provide the needed additional support for U. T. Arlington's Academic Computing Center to meet the vastly increased computer access demands of today's curricula particular for courses in Business Administration, Engineering and Science.

Upon Regental approval, the minute order will reflect that the next appropriate catalog published will conform to this action.

2. U. T. Austin: Request for Permission for Individual to Serve on the Governor's Select Committee on Water Quality Standards for the Colorado River [Regents' Rules and Regulations, Part One, Chapter III, Section 13, Subsections 13.(10) and 13.(11)].--

RECOMMENDATION

The Office of the Chancellor concurs with President Flawn's recommendation that approval be given for Dr. Ernest T. Smerdon, Professor of Civil Engineering and Director of the Center for Research in Water Resources at U. T. Austin, to serve on the Governor's Select Committee on Water Quality Standards for the Colorado River.

It is further recommended that the U. T. Board of Regents find that: (1) the holding of this office by Dr. Smerdon is of benefit to the State of Texas, and (2) there is no conflict between Dr. Smerdon's position at U. T. Austin and his membership on this committee.

BACKGROUND INFORMATION

The Governor's Select Committee on Water Quality Standards for the Colorado River has recently been formed to investigate water quality problems on the Colorado River downstream from Austin, Texas. Fifteen individuals serve on the Committee which will make initial recommendations concerning water quality to several state agencies within the next several months. The Committee's members serve without remuneration.

This recommendation is in accordance with approval requirements for positions of honor, trust, or profit provided in Article 6252-9a of Vernon's Texas Civil Statutes, and Part One, Chapter III, Section 13, Subsections 13.(10) and 13.(11) of the Regents' Rules and Regulations.

3. U. T. Austin: Request for Permission for Individual to Serve on the U. S. Department of Energy's Health and Environmental Research Advisory Committee [Regents' Rules and Regulations, Part One, Chapter III, Section 13, Subsections 13.(10) and 13.(11)].--

RECOMMENDATION

The Office of the Chancellor concurs with President Flawn's recommendation for permission for Dr. Patrick L. Parker, Research Scientist at the Marine Science Institute - Port Aransas and Professor of Chemistry at U. T. Austin, to serve on the U. S. Department of Energy's Health and Environmental Research Advisory Committee.

It is further recommended that the U. T. Board of Regents find that: (1) the holding of this office by Dr. Parker is of benefit to the State of Texas, and (2) there is no conflict between the position Dr. Parker holds at U. T. Austin and his membership on this advisory committee.

BACKGROUND INFORMATION

The U. S. Department of Energy's Health and Environmental Research Advisory Committee was established in 1983 to advise the Secretary of Energy on the scientific aspects of issues relating to the Department's health and environmental research program. Committee members are affiliated with educational institutions and government laboratories or agencies and serve without compensation. Dr. Parker's one-year appointment will begin immediately.

This recommendation is in accordance with approval requirements for positions of honor, trust, or profit provided in Article 6252-9a of Vernon's Texas Civil Statutes, and Part One, Chapter III, Section 13, Subsections 13.(10) and 13.(11) of the Regents' Rules and Regulations.

4. U. T. Austin: Proposed Appointments to Endowed Academic Positions in the College of Communication Effective September 1, 1985.--

RECOMMENDATION

The Office of the Chancellor concurs with President Flawn's recommendation to approve the following initial appointments to endowed academic positions in the College of Communication at U. T. Austin effective September 1, 1985:

<u>Name of Proposed Appointee</u>	<u>Endowed Academic Position</u>
Dr. Frederick D. Williams, Professor, Annenberg School of Communications, University of Southern California	Mrs. Mary Gibbs Jones Centennial Chair in Com- munication, established December 3, 1982

Name of Proposed Appointee

Endowed Academic Position

Dr. Glen M. Broom, Professor of Journalism, San Diego State University

Times Mirror Centennial Visiting Professorship in Journalism, established April 8, 1982; for the 1985-86 academic year only

BACKGROUND INFORMATION

Dr. Williams will rejoin the U. T. Austin faculty on September 1, 1985, after serving on the faculty of the University of Southern California Annenberg School of Communication since its establishment in 1973. He also served as the Annenberg School's first dean (1974-1980). From 1969 to 1973, Dr. Williams was a professor in U. T. Austin's Department of Speech Communication and also served as the Director of the Center for Communication Research. He is the author or co-author of 15 books and over 60 scholarly articles, papers, and reports on various facets of human communications. Dr. Williams regularly teaches both undergraduate and graduate courses in human communication theory as well as communication and new technology and held the Jesse H. Jones Centennial Chair in Communication as a Visiting Professor in the summer of 1984.

Dr. Broom will join U. T. Austin's Department of Journalism as a visiting professor for the 1985-86 academic year. In addition to his current appointment as Professor at San Diego State University, he is the head of the Public Relations Emphasis and Coordinator of the Graduate Program in Mass Communication in the Department of Journalism. He is nationally recognized for his contributions in public relations sequences in journalism instructional programs and is well qualified to assist U. T. Austin's Department of Journalism in restructuring and strengthening its public relations sequence. Dr. Broom is the author or co-author of two books and more than ten scholarly articles and served for three years as Vice President and Director of Public Relations for Applied Behavioral Science, Inc. He is active in public relations associations, especially the Association for Education in Journalism and Mass Communication and now serves as a member of its Committee on the Future of Journalism Education.

5. U. T. Austin: Proposed Appointment to the Margie Gurley Seay Centennial Professorship in Education in the College of Education Effective September 1, 1985.--

RECOMMENDATION

The Office of the Chancellor concurs with President Flawn's recommendation to appoint Dr. Jack H. Wilmore, Professor of Physical Education and Professor of Surgery (College of Medicine) at the University of Arizona, as the initial holder of the Margie Gurley Seay Centennial Professorship in Education in the College of Education at U. T. Austin effective September 1, 1985.

BACKGROUND INFORMATION

Dr. Wilmore will join the U. T. Austin faculty as Professor in the Department of Physical and Health Education in the College of Education effective September 1, 1985. He is nationally recognized for his research, instruction, and professional service contributions in exercise physiology, sports medicine, cardiovascular conditioning, strength and conditioning, and related areas of physical and health education. He is the author or co-author of more than 110 published research papers, 15 book chapters, and 12 books. Dr. Wilmore's extensive teaching experience includes faculty appointments at the University of California at Berkeley and the University of California at Davis. In addition to many academic honors, Dr. Wilmore is an editorial board member for numerous scholarly journals and a frequent advisor to physical and health education committees and associations.

The Margie Gurley Seay Centennial Professorship in Education in the College of Education was established by the U. T. Board of Regents on February 12, 1982.

6. U. T. Austin: Proposed Appointments to Endowed Academic Positions in the College of Liberal Arts Effective September 1, 1985.--

RECOMMENDATION

The Office of the Chancellor concurs with President Flawn's recommendation to approve the following appointments to endowed academic positions in the College of Liberal Arts at U. T. Austin effective September 1, 1985:

<u>Name of Proposed Appointee</u>	<u>Endowed Academic Position</u>
Dr. Peter C. Ordeshook, Professor, Department of Government	Frank C. Erwin, Jr. Cen- tennial Chair in State Government, established August 13, 1982
Dr. Jane N. Lippmann, Associate Professor of French and Associate Dean in the College of Liberal Arts	William David Blunk Memorial Professorship, established June 10, 1977; for the 1985-86 year only

BACKGROUND INFORMATION

Dr. Ordeshook has been a faculty member at U. T. Austin since 1983, and is nationally recognized as the founder of the public choice approach to the study of political science, with particular emphasis on issues of taxation and expenditures at the State government level. Dr. Ordeshook, who taught at Carnegie-Mellon University for 15 years, is the author or co-author of three books and more than 50 scholarly articles and papers. He is an excellent teacher and currently serves on key committees both in the College of Liberal Arts and in the Department of Government.

Since joining the U. T. Austin faculty in 1964, Dr. Lippmann has distinguished herself with the quality of instruction in French language and literature courses at both the lower-division and upper-division undergraduate levels. She has

served the College of Liberal Arts as Assistant Dean (1969-84) and Associate Dean (1984-present) in the area of Student Affairs and has developed an outstanding advising system for the Provisional Admissions Program. She has the responsibility for coordination of the Jean Holloway Award for Excellence in Teaching and chairs the Orientation Policy and Procedures Committee at U. T. Austin. In addition to her dedicated and continuing faculty service, she frequently speaks at professional association meetings of academic advisors and foreign language teachers. She is an excellent example of the service on behalf of undergraduate students that the Blunk Professorship is intended to recognize.

7. U. T. Austin: Proposed Appointment to the John E. "Brick" Elliott Centennial Endowed Professorship in Geological Sciences, College of Natural Sciences, Effective September 1, 1985.--

RECOMMENDATION

The Office of the Chancellor concurs with President Flawn's recommendation that Dr. William E. Galloway, Senior Research Scientist, Bureau of Economic Geology at U. T. Austin, be appointed to the John E. "Brick" Elliott Centennial Endowed Professorship in Geological Sciences, College of Natural Sciences, effective September 1, 1985.

BACKGROUND INFORMATION

Prior to joining the U. T. Austin faculty in 1975, Dr. Galloway was the director (and formerly research group supervisor and research scientist) of the Geologic Section of the Research Division, Continental Oil Company. Dr. Galloway is nationally recognized for his scholarly contributions to petroleum geology and is the author or co-author of more than 35 research reports, monographs, articles, and abstracts, including a newly published and well-reviewed textbook. Dr. Galloway has held the Klabzuba Visiting Professorship of Geology and Geophysics at the University of Oklahoma. During the last three years he has held the Leslie Bowling Professorship in Geological Sciences at U. T. Austin. In addition to his academic accomplishments, Dr. Galloway is frequently invited to lecture on stratigraphic models and uranium mining in short courses administered by the American Association of Petroleum Geologists, as well as in major research universities and energy resource companies throughout the United States.

The John E. "Brick" Elliott Centennial Endowed Professorship in Geological Sciences in the College of Natural Sciences was established by the U. T. Board of Regents on June 11, 1982.

8. U. T. Austin: Proposed Appointments to Endowed Academic Positions in the College of Pharmacy Effective September 1, 1985.--

RECOMMENDATION

The Office of the Chancellor concurs with President Flawn's recommendation to approve the following initial appointments to endowed academic positions in the College of Pharmacy at U. T. Austin effective September 1, 1985:

<u>Name of Proposed Appointee</u>	<u>Endowed Academic Position</u>
Dr. James W. McGinity, Associate Professor, College of Pharmacy, and Assistant Director of the Drug Dynamics Institute	Johnson & Johnson Centennial Professorship in Pharmacy, established August 12, 1983
Dr. Carlton K. Erickson, Professor, College of Pharmacy	Parke-Davis Centennial Professorship in Pharmacy, established October 14, 1983

BACKGROUND INFORMATION

Dr. McGinity has been a faculty member at U. T. Austin since 1976, and currently serves as Head of the Division of Pharmaceutics and Assistant Director of the Drug Dynamics Institute. He is nationally recognized for his research on drug delivery systems, and has authored more than 50 publications in the area of physical pharmacy and pharmaceutical technology. Dr. McGinity is a frequent consultant to the Federal Drug Administration and was recently appointed to the editorial board of the Journal of Microencapsulation.

Dr. Erickson has been a faculty member at U. T. Austin since 1977, and is nationally recognized for his research in the areas of alcohol mechanisms and neurotransmitter effects of abused drugs. He is currently Head of both the Division of Pharmacology/Toxicology and the Alcohol and Drug Abuse Research Program in the College of Pharmacy. He has authored more than 90 scientific and professional articles. In addition to serving on the editorial boards of three alcohol research journals, he teaches classes in scientific writing, neuropharmacology and disease prevention, and has twice been nominated for teaching excellence awards.

9. U. T. Austin: Recommendation for Approval to Increase the 1985-86 Rates for University Housing Effective Fall Semester 1985 (Catalog Change).--

RECOMMENDATION

The Office of the Chancellor concurs with President Flawn's recommendation that the U. T. Board of Regents approve an increase in the rental rates for University housing to be effective with the Fall Semester 1985 as set out on Pages AAC 9 - 10.

The University of Texas at Austin
 RATE SCHEDULE EFFECTIVE 1985-86
 University Apartments - Married Student Housing

	Monthly Rate	
	1984-85	1985-86 Proposed
Mobile Home Lot	\$ 55	\$ 57
Colorado and Gateway Apartments		
Unfurnished		
1 bedroom	216	224
2 bedroom	238	247
Furnished		
1 bedroom	253	263
2 bedroom	278	289
Brackenridge Apartments		
1 bedroom	251	261
2 bedroom	311	323
3 bedroom	381	396

- a. Rates for Colorado Apartments include gas and water. Rates for the Mobile Home Park, Gateway Apartments and Brackenridge Apartments include only water.
- b. The resident is responsible for the electric bill in all units.

The University of Texas at Austin
 RATE SCHEDULE EFFECTIVE 1985-86
 Student Housing Units - Women's Cooperatives

Monthly Rental Per Co-op Paid to the University

	Number of residents per Co-op	1984-85 Present Monthly rent paid to University	1985-86 Proposed Monthly rent paid to University
<u>Air-conditioned</u>			
Double Rooms	17	\$1227.00	\$1275.00
	19	1371.40	1425.00
<u>Non air-conditioned</u>			
Double Rooms	15	721.50	749.75

The University of Texas at Austin
 RATE SCHEDULE EFFECTIVE 1985-86
 UNIVERSITY RESIDENCE HALLS

	1984-85			1985-86 Proposed		
	Long <u>Room</u>	Session <u>Meals</u>	Rate <u>Total</u>	Long <u>Room</u>	Session <u>Meals</u>	Rate <u>Total</u>
<u>Air-conditioned Double Rooms</u>						
Jester, Kinsolving, Blanton, Moore-Hill, Simkins						
community bath	\$1350	\$1608	\$2958	\$1434	\$1640	\$3074
connecting bath	1566	1608	3174	1650	1640	3290

Non-air-conditioned
Double Rooms

Andrews, Carothers
 Littlefield,
 Brackenridge-Roberts-
 Prather

community bath	\$1046	\$1608	\$2654	\$1130	\$1640	\$2770
----------------	--------	--------	--------	--------	--------	--------

- a. The above rates include twenty meals per week. Meal contract options of thirteen meals per week (\$1568 for the Long Session) and ten meals per week (\$1416 for the Long Session) are available to all residents where meals are a part of the contract.
- b. Meals are available but not required as a part of the contract for Moore-Hill, Simkins, Brackenridge-Roberts-Prather, and 75 rooms in Carothers.

Other University Residence Hall Rates

- a. Rates for single rooms and double rooms as singles are 1.667 times the double rate.
- b. Summer Session rates are based on the long session per diem rate multiplied by the number of days in the summer session.
- c. Short-term, Orientation and Summer Conference Program rates vary based on the length of stay, number of participants and the services provided. Base rates are recommended as follows:

	<u>Daily Rate Per Person</u>	
	<u>Present</u>	<u>Recommended</u>
Meals	\$12.00	\$12.25
Double Room	9.50	10.00
Total	\$21.50	\$22.25
Single Room	(1½ times the double rate)	

BACKGROUND INFORMATION

These rate increases, which are generally in the range of four percent, are necessary to cover the additional cost of operations projected for the 1985-86 year, including the projected employer's contribution to the Teacher Retirement System or the Optional Retirement Program.

Upon Regental approval, the minute order will reflect that the next appropriate catalog published will conform to this action.

10. U. T. Austin: Proposed Memorandum of Agreement with Brooke Army Medical Center, Fort Sam Houston, Texas.--

RECOMMENDATION

The Office of the Chancellor concurs with President Flawn's recommendation that approval be given to the Memorandum of Agreement set out on Pages AAC 12 - 16 by and between U. T. Austin and Brooke Army Medical Center, Fort Sam Houston, Texas.

BACKGROUND INFORMATION

The U. S. Army Health Services Command does not accept the standard affiliation agreement used by the U. T. System, but the proposed Memorandum of Agreement is similar to other agreements with military medical facilities previously approved by the U. T. Board of Regents, and has been reviewed and approved by the Office of General Counsel. The Department of the Army requires that an educational institution approve and execute agreements prior to formal approval by the Army. Preliminary approval has been indicated by all appropriate signatories for the U. T. System.

This agreement will allow graduate students in U. T. Austin's College of Communication to participate in clinical learning experiences in speech pathology and audiology.

MEMORANDUM OF AGREEMENT

I. BACKGROUND

1. The College of Communication and the Administration of the University of Texas at Austin, Texas have established an approved professional program of special training in preparation for graduate degree in speech pathology and audiology. The program requires clinical facilities where the students can obtain the clinical learning experience required in the curriculum.

2. The US Army medical facility, Brooke Army Medical Center, has the needed clinical facilities for speech pathology and audiology student trainees at The University of Texas at Austin to obtain part of the clinical learning experience required. It is to the benefit of the University of Texas at Austin for speech pathology and audiology student trainees to use the clinical facilities of the US Army medical facility, Brooke Army Medical Center, to obtain their clinical learning experience.

3. The US Army medical facility, Brooke Army Medical Center, and the Department of the Army will benefit from making clinical facilities available to speech pathology and audiology student trainees of the University of Texas at Austin. The Army will obtain the trainees' clinical learning experience while contributing to the educational preparation of a future supply of speech pathologists and audiologists.

BAMC F/L 675 NS
1 Apr 76

Edition of 1 Apr 75 is obsolete.

4. Clinical trainees, during clinical training at the Army medical facility, will be under the jurisdiction of facility officials for training purposes and will follow facility rules.

5. The affiliation is controlled by and subject to title 5, US Code, section 5351-6, 8144, and 8331-2.

II. UNDERSTANDING

1. The US Army medical facility will--

a. Make available the clinical and related facilities needed for the clinical learning experience in speech pathology and audiology by graduate students enrolled in the basic professional graduate speech pathology and audi- program at The University of Texas at Austin, ology and who are designated by the Speech and Hearing Center, Department of Speech Communication, The University of Texas at Austin, Texas for such learning experience under the supervision of the University of Texas at Austin.

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

c. Designate an speech pathology and audiology officer to coordinate the trainees' clinical learning experience in the Audiology Section/Speech Pathology Clinic, BAMC This will involve planning with faculty or staff members for the assignment of trainees to specific clinical cases and experiences, including their attendance at selected conferences, clinics, courses, and programs conducted under the direction of the facility.

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

e. Permit, on reasonable request, the inspection of clinical and related facilities for agencies charged with the responsibility for accreditation of the University of Texas at Austin, Texas.

2. The University of Texas at Austin, Texas will--

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

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

c. Have the faculty or staff member, if any, coordinate with designated speech pathology/audiology officer, the assignment that will be assumed by the trainees while participating in their clinical learning experience, and their attendance at selected conferences, clinics, courses, and programs conducted under the direction of the facility.

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

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

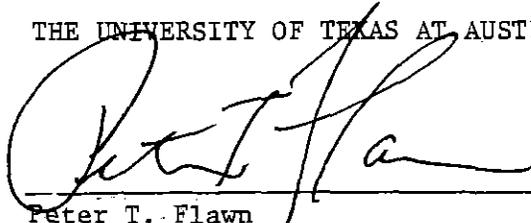
f. Be responsible for health examinations and such other medical examinations and protective measures as the facility and non-Federal institution mutually find to be necessary.

g. Prohibit the publication by the trainees and faculty or staff members of any material relative to their clinical learning experience that has not been reviewed by the Army medical facility in order to assure that no classified information is inadvertently published, that infringement of patients' right to privacy is avoided, and that accuracy with respect to military procedures is complete. Any article written by a trainee which has been based on information acquired through his clinical learning experience must clearly reflect that DA does not endorse the article, even where a review has been made prior to publication. This is accomplished by requiring a disclaimer paragraph to appear with each such article written: "The opinion and conclusions presented herein are those of the author and do not necessarily represent the views of the Army medical facility the Department of the Army or any other governmental agency."

III. TRAINING

The training term shall be from June 1985 to June 1988. This agreement may be terminated by either party upon written notification. Except under unusual conditions, such information will be submitted prior to the beginning of a particular training period.

THE UNIVERSITY OF TEXAS AT AUSTIN:



Peter T. Flawn
President

(DATE)

BROOKE ARMY MEDICAL CENTER



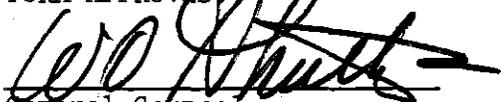
ROBERT B. BLUMER, M.D., Colonel, Medical Corps
Assistant Director, Medical Education

12/17/84

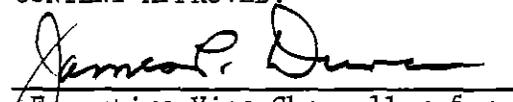
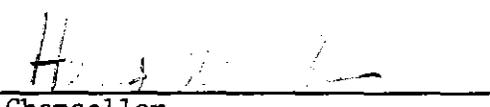
(DATE)

(DATE)

FORM APPROVED:


General Counsel
The University of Texas System

CONTENT APPROVED:


Executive Vice Chancellor for
Academic Affairs
The University of Texas System
Chancellor
The University of Texas System

ATTEST:

THE BOARD OF REGENTS OF THE
UNIVERSITY OF TEXAS SYSTEM

Executive Secretary, Board of
Regents
The University of Texas System

Chairman, Board of Regents
The University of Texas System

11. U. T. Dallas: Proposed Approval of Amendments to the Constitution of the Student Senate.--

RECOMMENDATION

The Office of the Chancellor concurs with President Rutford's recommendation that approval be given to amend the Constitution of the Student Senate at U. T. Dallas as set forth below in congressional style. The proposed amendments accomplish the following:

- a. Change the definition of a required quorum
- b. Alter the procedures for Student Senate selection of an advisor
- c. Change the academic classification requirements of Student Government standing committee chairpersons
- d. Change the provisions for a student body-initiated request to amend the Constitution

Proposed Amendments:

Article I, Student Senate, Subarticle B:
Section 2. Quorum

One-half [~~plus one~~] of the current membership of the Student Senate, rounding up, shall constitute a quorum. The presence of three-fourths of the current membership of the Student Senate shall be necessary to vote on proposed amendments to this Constitution.

Article I, Student Senate, Subarticle C:

The advisor shall be a member of the U. T. Dallas Faculty or Administrative Staff, selected by the Executive Committee, approved by a two-thirds (2/3) vote of the Senate, and approved by the President of the University.

~~[Section 1.--Executive Director of Student Services
The Executive Director of Student Services shall be the advisor of the Student Senate.
Section 2.--Faculty Advisor~~

~~One (1) faculty advisor for the Student Senate may be recommended to be appointed by the President of the University and shall serve without vote for one (1) year.]~~

Article V, Standing Committees:
Section 3. Chairperson

(1) The Chairperson positions of the five standing committees shall be filled with at least two graduate and two undergraduate students. [The Chairperson of the Student Life Committee and of the Student Communications Committee shall be an undergraduate.--The Chairperson of the Rules Committee and of the Budget Committee shall be a graduate student.--The Chairperson of the Student Services Committee may be an undergraduate or a graduate student.]

Article VIII, Ratification and Amendment
Section 2. Student Body-Initiated Amendment

If members of the Student Body equal to at least fifty percent (50%) of the certified vote count from the last regular Spring election [~~if ten percent (10%) of the Student Body~~] petition[s] the Student Senate to amend the Constitution, the Student Senate must call an election within thirty (30) days for approval or disapproval of said amendment.

BACKGROUND INFORMATION

The amendments were adopted by the U. T. Dallas student body in a campus referendum on January 29, 1985, in accordance with the provisions of the Student Constitution previously approved by the U. T. Board of Regents. The proposed amendments have been reviewed and approved by the Office of Academic Affairs and the Office of General Counsel.

12. U. T. Permian Basin: Request for Approval of a University Mascot (Regents' Rules and Regulations, Part Two, Chapter I, Section 10, Subsection 10.4).--

RECOMMENDATION

The Office of the Chancellor concurs with President Leach's recommendation that a falcon be approved as the mascot of U. T. Permian Basin.

BACKGROUND INFORMATION

The Student Senate at U. T. Permian Basin has chosen the falcon to represent the institution because the bird is indigenous to the Permian Basin area and represents the growing strength and vitality of a developing university.

This recommendation is in accordance with Part Two, Chapter I, Section 10, Subsection 10.4 of the Regents' Rules and Regulations which gives U. T. component institutions the option of adopting "... a theme and a mascot to be used in conjunction with athletic activities...." Currently approved mascots for other U. T. academic components include the following:

- U. T. Arlington -- maverick
- U. T. Austin -- longhorn
- U. T. Dallas -- comet
- U. T. El Paso -- miner
- U. T. San Antonio -- roadrunner
- U. T. Tyler -- patriot

13. U. T. San Antonio: Acceptance of Gifts from Mr. Montgomery Fly Cameron, San Antonio, Bexar County, Texas.--

RECOMMENDATION

The Office of the Chancellor concurs with President Wagener's recommendation that gifts from Mr. Montgomery Fly Cameron, San Antonio, Texas, be accepted on behalf of U. T. San Antonio. The gifts include a collection of books, journals, architectural drawings by the donor's father, Mr. Ralph Cameron, and a portrait of the donor's mother. Items within the collection are valued at \$318,500.

A Deed of Gift signed by Mr. Cameron specifies that his interior design collection will become part of the Ralph Haywood Cameron collection in the Special Collections Department of the U. T. San Antonio Library. Architectural drawings by Mr. Ralph Cameron also will become part of this collection, and the portrait of Mrs. Cameron will be placed on permanent display in the Special Collections Department with the photographic portraits of her husband and son.

BACKGROUND INFORMATION

All of the materials Mr. Cameron has donated are to remain at U. T. San Antonio. The gifts will be donated over a period of time with delivery to be completed at the time of his death. Acceptance of this gift is being recommended now to accommodate possible transmission of some of the gifts in the near future.

14. U. T. San Antonio: Proposed Agreement with Southwest Texas State University, San Marcos, Texas, and the Commandant, Air Force ROTC, San Antonio, Texas.--

RECOMMENDATION

The Office of the Chancellor concurs with President Wagener's recommendation that the agreement set out on Pages AAC 20 - 23 by and among Southwest Texas State University, San Marcos, Texas, the Commandant, Air Force ROTC, and U. T. San Antonio, which establishes a Senior Air Force Reserve Officer Training Corps Operating Location at U. T. San Antonio, be approved. The Secretary of the Air Force has approved the upgrading of the Air Force ROTC Program at U. T. San Antonio to an Operating Location.

BACKGROUND INFORMATION

Currently, the Air Force ROTC Program at U. T. San Antonio is operating under a Cross-Town Agreement to Extend AFROTC Instruction to Students at Institutions Not Hosting AFROTC, which was approved by the U. T. Board of Regents on February 13, 1981. That agreement established an extension of Southwest Texas State University's Air Force ROTC Program on the U. T. San Antonio campus. Because of the enrollment at U. T. San Antonio and the 60 mile distance between the institution and Southwest Texas State University, the present agreement has been modified to the extent that most Operating Location requirements are already being met.

This agreement has been reviewed and approved by the Office of General Counsel.

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

This agreement is among the governing authorities of Southwest Texas State University (hereinafter known as Institution A) which hosts Air Force ROTC Detachment 840, the governing authorities of The University of Texas at San Antonio (hereinafter known as Institution B), and the Commandant, Air Force ROTC. It is the purpose of this agreement to make the Air Force ROTC General Military Course and/or the Professional Officer Course available to qualified students of Institution B who desire to earn appointments as commissioned officers in the United States Air Force.

AGREEMENT

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

a. To establish and maintain a Senior Air Force Reserve Officer Training Corps Operating Location of Detachment 840 at Institution B.

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

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

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

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

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

2. Contingent upon the acceptance of this agreement and upon fulfillment of the conditions enumerated in paragraph 1 above, the governing authorities of Institution A agree to furnish necessary uniforms and accessories to all members of the AFROTC unit hosted by Institution B in the same manner that they furnish these items to students enrolled in their own AFROTC program.

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

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

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

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

(3) Both of the above.

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

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

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

d. To arrange for the scheduling of Aerospace Studies classes to make it equally convenient for students to participate in the Corps program as in other courses at the same educational level.

e. To confer appropriate academic rank on all officer personnel assigned to the Department of Aerospace Studies, but in no case will the rank conferred be less than Assistant Professor.

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

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

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

i. That the Institution is accredited to award baccalaureate degrees by the following regional accrediting association:

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

4. The governing authorities of Institutions A and B will:

a. Negotiate a formal written agreement whereby Institution A transfers tuition and fees to Institution B for those students on scholarship status from Institution B enrolled in Air Force ROTC at Institution B, or

b. Concur that a separate education service agreement between the Department of the Air Force and Institution B is desired.

5. It is mutually understood and agreed:

a. That this agreement may be terminated at the end of any school year by any party giving the other two parties at least six months' notice of such intent. If, as of 31 October of each year, Junior enrollment in AFROTC at Institution B does not equal at least five students for each Air Force officer assigned, then this condition may be considered as grounds for termination of the agreement by the Commandant, Air Force ROTC.

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

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

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

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

8. This agreement supersedes all existing agreements between the Secretary of the Air Force or his designee and the above institutions pertaining to the establishment of an Air Force Reserve Officer Training Corps detachment operating location.

FOR THE INSTITUTIONS

Institution A

(Name) Robert Mandaty
(Title) President
(Institution) Southwest Texas State University
(Date) October 9, 1984

FOR THE AIR FORCE

(Name) WILLIAM D. REESE, Colonel, USAF
PROFESSOR OF AEROSPACE STUDIES

(Date) 9 October 1984
(Name) William J. Grove
COMMANDANT, AFROTC
Brig San William J. Grove
(Date) 4 January 1985

Institution B

(Name) James H. Hays
(Title) President
(Institution) The University of Texas at San Antonio
(Date) 12/17/84

CONTENT APPROVED:

James L. Dumas
Executive Vice Chancellor for
Academic Affairs
The University of Texas System

FORM APPROVED:

Harold G. ...
Chancellor
The University of Texas System

Francis A. Frederich

Office of General Counsel
The University of Texas System

Chairman, Board of Regents of
The University of Texas System

CERTIFICATE OF APPROVAL

I hereby certify that the foregoing Agreement was approved by the Board of Regents of The University of Texas System on _____ day of _____, 1985.

Executive Secretary, Board of Regents
The University of Texas System

15. U. T. Tyler: Proposed Appointments to the J. S. Hudnall Professorship for American Affairs and the J. S. Hudnall Professorship in Energy and Technology Effective September 1, 1985.--

RECOMMENDATION

The Office of the Chancellor concurs with President Hamm's recommendation that Dr. Paula K. Lundberg, Assistant Professor of Psychology, be appointed to the J. S. Hudnall Professorship for American Affairs, and Dr. James F. Koukl, Associate Professor of Biology, be appointed to the J. S. Hudnall Professorship in Energy and Technology, both at U. T. Tyler. Upon Regental approval, these appointments will become effective on September 1, 1985, for the 1985-86 academic year only.

BACKGROUND INFORMATION

Dr. Lundberg has been a faculty member at U. T. Tyler since 1983, and currently serves on the Board of Directors of both the Smith County Chapter of the American Heart Association and the Smith County Council of Alcoholism and Drug Abuse. She is the author of four articles and twelve abstracts and has an extensive record of teaching experience and research, including a U. T. Tyler research grant for brain lipid study.

Dr. Koukl, previously a faculty member at the University of Missouri Medical Center, joined the U. T. Tyler faculty in 1979. He is a member of several medical and science societies and has received the Outstanding Research Paper Award from the National Medical Student Research Forum. He is the author of several articles and research papers. In addition to extensive research and consulting activities, Dr. Koukl has held the office of President of the Tyler Audubon Society and serves as a mentor with the Tyler Independent School District's Gifted Students Program.

The J. S. Hudnall Professorships for American Affairs and in Energy and Technology were established by the U. T. Board of Regents on August 13, 1982.

16. U. T. Tyler: Proposed Appointment to the George W. and Robert S. Pirtle Distinguished Professorship in Free Enterprise Effective September 1, 1985.--

RECOMMENDATION

The Office of the Chancellor concurs with President Hamm's recommendation that Dr. Wendell C. Hewett, Professor of Business Administration, School of Business Administration, U. T. Tyler, be appointed as the initial holder of the George W. and Robert S. Pirtle Distinguished Professorship in Free Enterprise effective September 1, 1985, for the 1985-86 academic year only.

BACKGROUND INFORMATION

Dr. Hewett has been a professor at U. T. Tyler since 1976. He has established an impressive twenty-year record in higher education as a teacher and researcher. He is affiliated with several honorary and professional organizations. Dr. Hewett's interest and corporate experience in the oil industry has been a valuable asset in laying the groundwork for the development of a petroleum marketing study at U. T. Tyler.

The George W. and Robert S. Pirtle Distinguished Professorship in Free Enterprise was established by the U. T. Board of Regents on June 14, 1984.

Health Affairs Committee

HEALTH AFFAIRS COMMITTEE
Committee Chairman Briscoe

Date: April 11, 1985
Time: Following the meeting of the Academic Affairs Committee
Place: Building B, 6th Floor, North Conference Room
U. T. Health Center - Tyler

	<u>Page</u> <u>HAC</u>
1. U. T. Health Science Center - Dallas (U. T. Southwestern Medical School - Dallas): Proposed Appointment to The David Bruton, Jr. Chair of Ophthalmology Effective April 18, 1985	2
2. U. T. Health Science Center - Dallas (U. T. Southwestern Medical School - Dallas): Proposed Appointment to the Robert L. Moore Professorship in Pedi- atrics Effective April 11, 1985	2
3. U. T. Medical Branch - Galveston: Recom- mendation to Approve a Patent License Agreement with Triton Biosciences Inc., Alameda, California, Relating to Peptides and Proteins Encoded by Complementary Strands of Nucleic Acids ("Complementary Proteins and Peptides")	3
4. U. T. Health Science Center - Houston: Proposed Affiliation Agreement with American Homes International, Inc., Houston, Texas	23
5. U. T. Cancer Center: Request for Permission for Individual to Serve as (a) Secretary to the Harris County Mental Health Mental Retardation Agency Public Responsibility Committee; (b) a Member of the Houston- Galveston Area Council Health Planning Advisory Committee; and (c) a Member of the Texas Statewide Health Coordinating Council [<u>Regents' Rules and Regulations</u> , Part One, Chapter III, Section 13, Subsec- tions 13.(10) and 13.(11)]	31
6. U. T. Cancer Center: Proposed Affiliation Agreement with Gulf Coast Medical Center, Wharton, Texas	32
7. U. T. Health Center - Tyler: Development Board - Proposed Nominees Thereto (NO PUBLICITY UNTIL ACCEPTANCES ARE RECEIVED)	37

1. U. T. Health Science Center - Dallas (U. T. Southwestern Medical School - Dallas): Proposed Appointment to The David Bruton, Jr. Chair of Ophthalmology Effective April 18, 1985.--

RECOMMENDATION

The Office of the Chancellor concurs with President Sprague's recommendation that James P. McCulley, M.D., a tenured Professor and Chairman of the Department of Ophthalmology at the U. T. Southwestern Medical School - Dallas of the U. T. Health Science Center - Dallas, be appointed to The David Bruton, Jr. Chair of Ophthalmology effective April 18, 1985.

BACKGROUND INFORMATION

Dr. McCulley received his medical degree in 1968 from Washington University, St. Louis, Missouri, and residency training at Boston City Hospital, Boston, Massachusetts. He joined the U. T. Health Science Center - Dallas in 1980, and a year later was promoted to Professor and Chairman of the Department of Ophthalmology. He has established an impressive research program and has developed an outstanding education program for medical students and residents. Dr. McCulley has been a Diplomate of the American Board of Ophthalmology since 1974, and is eminently qualified for this appointment.

The David Bruton, Jr. Chair of Ophthalmology was established at the February 13, 1981 meeting of the U. T. Board of Regents.

2. U. T. Health Science Center - Dallas (U. T. Southwestern Medical School - Dallas): Proposed Appointment to the Robert L. Moore Professorship in Pediatrics Effective April 11, 1985.--

RECOMMENDATION

The Office of the Chancellor concurs with the recommendation of President Sprague that Charles M. Ginsburg, M.D., Professor of Pediatrics at the U. T. Southwestern Medical School - Dallas of the U. T. Health Science Center - Dallas, be appointed as the initial holder of the Robert L. Moore Professorship in Pediatrics effective April 11, 1985.

BACKGROUND INFORMATION

Dr. Ginsburg's enthusiasm for research and teaching of pediatrics demonstrates his outstanding clinical scholarship and deep concern for the welfare of children. He enjoys a national reputation for his research contributions and is highly regarded locally for his superlative teaching, clinical care, and administrative contributions. Dr. Ginsburg has been a catalyst in developing a high level of cooperation and interaction between Children's Medical Center, Dallas, Texas, Parkland Memorial Hospital, Dallas, Texas, and the U. T. Southwestern Medical School - Dallas.

Dr. Ginsburg received his medical degree from the University of Nebraska College of Medicine, Lincoln, Nebraska, in 1970. He completed his residency at Children's Medical Center, Dallas, Texas, in 1973; and became certified by the American Board of Pediatrics in 1975.

The Robert L. Moore Professorship in Pediatrics was established at the October 11-12, 1984 meeting of the U. T. Board of Regents.

3. U. T. Medical Branch - Galveston: Recommendation to Approve a Patent License Agreement with Triton Biosciences Inc., Alameda, California, Relating to Peptides and Proteins Encoded by Complementary Strands of Nucleic Acids ("Complementary Proteins and Peptides").--

RECOMMENDATION

The Office of the Chancellor concurs with the recommendation of President Levin, U. T. Medical Branch - Galveston, that Triton Biosciences Inc., Alameda, California, a subsidiary of Shell Oil Company, be granted a license under Peptides and Proteins Encoded by Complementary Strands of Nucleic Acids technology, which will include related patent rights. The agreement, set forth on Pages HAC 4 - 22, provides an exclusive license to make, use, and sell "Complementary Proteins and Peptides."

BACKGROUND INFORMATION

Further development of the "Complementary Proteins and Peptides" technology is being carried out under a separate sponsored research agreement entitled "A Molecular Basis and Predictive Principle for Protein-Protein Binding" with Triton. The key scientific aspect resides primarily in the discovery of a novel method for exploring peptide-peptide binding.

The license obligates Triton to pay royalties of four percent for diagnostic applications and three percent for therapeutic or other biological applications on its and its sublicensees gross sales of "Complementary Proteins and Peptides" covered by U. T. System issued patents stemming from inventions made under the above research agreement. The same royalty formula applies to gross sales of unpatented products except that the royalty is three percent and two percent, respectively. Royalties received will be apportioned in accordance with the Regents' Rules and Regulations. Triton is also obligated to freely sublicense any aspects of the licensed technology which are of a general purpose nature or have widespread industrial applications so as to increase the availability of the technology. This agreement is an outgrowth of two previous agreements relating to Proliferation Dependent Cytotoxic Peptides.

PATENT LICENSE AGREEMENT
PEPTIDES AND PROTEINS ENCODED BY
COMPLEMENTARY STRANDS OF NUCLEIC ACIDS

THIS AGREEMENT is made by and between the Board of Regents, THE UNIVERSITY OF TEXAS SYSTEM, a higher education institution of the State of Texas, whose address is 201 West 7th Street, Austin, Texas 78701, hereinafter referred to as "UNIVERSITY," and TRITON BIOSCIENCES INC., a Delaware corporation, having its office and place of business at 1501 Harbor Bay Parkway, Alameda, California 94501, hereinafter referred to as "LICENSEE."

W I T N E S S E T H:

WHEREAS, UNIVERSITY owns certain PATENT RIGHTS related to the LICENSED SUBJECT MATTER listed in ATTACHMENT A;

WHEREAS, UNIVERSITY also owns TECHNOLOGY and TANGIBLE TECHNICAL MATERIALS related to the LICENSED SUBJECT MATTER;

WHEREAS, UNIVERSITY wishes to have the technical information covered by the PATENT RIGHTS and/or included in the TECHNOLOGY and TANGIBLE TECHNICAL MATERIALS developed and used for the benefit of the inventor, UNIVERSITY, and the public, as outlined in the Patent Policy promulgated by the aforementioned Board of Regents;

WHEREAS, LICENSEE wishes to obtain a license under such PATENT RIGHTS and TECHNOLOGY and TANGIBLE TECHNICAL MATERIALS to practice such inventions;

NOW, THEREFORE, in consideration of the mutual covenants and premises herein contained, the parties hereto agree as follows:

1. EFFECTIVE DATE.

This Agreement shall be effective as of _____.

2. DEFINITIONS.

As used in this Agreement, the following terms shall have the meanings indicated:

2.1 LICENSED SUBJECT MATTER shall mean proteins and peptides encoded by complementary strands of nucleic acids (hereinafter referred to as "complementary proteins and peptides"), including compositions and biologic materials derived therefrom, processes for their production, and the use of such compositions in the biological field to the extent derived from the research performed pursuant to the Research Agreement between the same parties dated December 1, 1984, entitled "A Molecular Basis and Predictive Principle for Protein-Protein Binding" under which, at paragraph 11, LICENSEE is entitled to a first right of refusal which it is herein exercising.

2.2 PATENT RIGHTS shall mean those United States and foreign patents and patent applications or prospective patent applications, including any division, continuation, continuation-in-part, or reissue thereof, or substitute therefor, and the letters patent that may be issued thereon related to the LICENSED SUBJECT MATTER and which are listed in Attachment A.

2.3 TECHNOLOGY shall mean any invention, discovery, know-how, process, procedure, method, protocol, formula, technique, software, design, drawing, data, or other valuable technical information relating to the LICENSED SUBJECT MATTER.

2.4 TANGIBLE TECHNICAL MATERIALS shall mean the complementary proteins and peptides, compositions containing said proteins and peptides, and biologic materials produced using said proteins and peptides, including antibodies, hybridomas, and antisera.

2.5 LICENSED PATENT PRODUCT(S) OR PROCESS(ES) shall mean any product(s) or process(es) in the LICENSED SUBJECT MATTER covered by one or more patent claims of the PATENT RIGHTS or produced by a method covered by one or more patent claims of such PATENT RIGHTS.

2.6 LICENSED NON-PATENT PRODUCT(S) OR PROCESS(ES) shall mean any product(s) or process(es) in the LICENSED SUBJECT MATTER which are obtained from, or utilize, any TECHNOLOGY and/or TANGIBLE MATERIALS (but which are not covered by Patent Rights), including products and processes for making them which LICENSEE derives from the LICENSED SUBJECT MATTER, TECHNOLOGY, and/or TANGIBLE TECHNICAL MATERIALS during the term of this Agreement.

2.7 SALE(S) (or SOLD) shall mean any use or disposition of a LICENSED PATENT PRODUCT or PROCESS or a LICENSED NON-PATENT PRODUCT OR PROCESS for value to a party other than LICENSEE (except for processes) or a sublicensee hereunder.

2.8 GROSS SALES shall mean LICENSEE'S billings (not less than cost) on SALES of LICENSED PATENT PRODUCTS or LICENSED NON-PATENT PRODUCTS, less any customary discounts allowed and actually taken, sales and/or use tax, import or export duties or their equivalent, outbound transportation prepaid or allowed, insurance, installation charges or charges for extended warranty or service contracts, amounts allowed or credited due to returns (not exceeding

the original billing) and the imputed interest factor under any lease. GROSS SALES shall not be reduced due to commissions, taxes other than sales and/or use taxes, or import or export duties.

3. WARRANTY

UNIVERSITY represents and warrants that it is the owner of the entire right, title, and interest in and to PATENT RIGHTS, TANGIBLE TECHNICAL MATERIALS, and TECHNOLOGY, and that it has the sole right to grant licenses under such PATENT RIGHTS, TANGIBLE TECHNICAL MATERIALS, and TECHNOLOGY and that it has not granted licenses thereunder to any other person.

4. GRANT

4.1 UNIVERSITY hereby grants to LICENSEE a license option on UNIVERSITY'S PATENT RIGHTS, as defined in paragraph 2.2 herein. This license upon exercise of the royalty-bearing option shall be exclusive and worldwide and have a term or terms coextensive with the pendency before the U.S. Patent and Trademark Office of the patent applications within UNIVERSITY'S PATENT RIGHTS. When said patent applications are issued by the U.S. Patent and Trademark Office as patents, this option shall be automatically exercised, provided the Licensee has not notified UNIVERSITY to the contrary prior to the issuance, and shall become the license granted in paragraph 4.2.

4.2 UNIVERSITY hereby grants to LICENSEE a worldwide, exclusive license under its PATENT RIGHTS, TANGIBLE TECHNICAL MATERIALS, and TECHNOLOGY to make, have made for it, use, and sell LICENSED SUBJECT MATTER, including LICENSED PATENT PRODUCTS and/or LICENSED NON-PATENT PRODUCTS, during the Term of this Agreement.

4.3 LICENSEE shall have the right and the obligation, as set forth in ATTACHMENT B, to grant sublicenses consistent with this Agreement, provided that LICENSEE shall be responsible for the operations of its sublicensee relevant to this Agreement as if such operations were carried out by LICENSEE, including the payment of royalties, whether or not paid to LICENSEE by the sublicensee.

4.4 The parties recognize that LICENSEE may encounter patents held by third parties which dominate activities covered by both UNIVERSITY'S and LICENSEE'S PATENT RIGHTS and that a cross-license between LICENSEE and such a third party may be necessary in order to enable LICENSEE to make or market LICENSED PATENT PRODUCTS or LICENSED NON-PATENT PRODUCTS. In that event, LICENSEE has the right to enter into cross-licensing agreements with third parties and to grant cross-licenses under any and all of the PATENT RIGHTS, provided:

- (a) UNIVERSITY is consulted beforehand and is reasonably satisfied that the third party does, in fact, hold a patent that limits LICENSEE'S competitiveness in making or marketing LICENSED PATENT PRODUCTS or LICENSED NON-PATENT PRODUCTS;
- (b) The rights received by LICENSEE under such a cross-licensing agreement cover only LICENSED PATENT PRODUCTS or LICENSED NON-PATENT PRODUCTS and are not directed to other products;
- (c) UNIVERSITY incurs no financial or legal liabilities under the cross-license;
- (d) Any money or the value of any equipment received by LICENSEE in exchange for such cross-license is treated as GROSS SALES for LICENSED PATENT PRODUCTS or LICENSED NON-PATENT PRODUCTS.

4.5 UNIVERSITY specifically retains the right to:

- (a) Publish the general scientific findings from research related to PATENT RIGHTS, TANGIBLE TECHNICAL MATERIALS, and TECHNOLOGY; and
- (b) use PATENT RIGHTS, TANGIBLE TECHNICAL MATERIALS, and TECHNOLOGY for research, teaching, and other UNIVERSITY purposes.

4.6 In the event that LICENSEE (or any sublicensee) has not taken the first substantial steps to obtain approvals from the cognizant United States Government agency--for example, has not initiated Phase I clinical trials, in the case of FDA approval, or has not started animal toxicology studies, in the case of EPA approval, for commercialization of a LICENSED PATENT PRODUCT or LICENSED NON-PATENT PRODUCT within five (5) years of the date of this Agreement, UNIVERSITY shall have the right to terminate this Agreement by giving LICENSEE thirty (30) days' written notice.

4.7 If LICENSEE (or any sublicensee) has not started Phase II clinical trials to obtain FDA approval or initiated field trials to obtain EPA approval for commercialization of a LICENSED PATENT PRODUCT or LICENSED NON-PATENT PRODUCT within eight (8) years of the date of this Agreement, UNIVERSITY shall have the right to terminate this Agreement by giving LICENSEE thirty (30) days' written notice.

4.8 After ten (10) years from the date of this Agreement, UNIVERSITY shall have the right, upon thirty (30) days' written notice, to terminate this Agreement in any country in which LICENSEE (or any sublicensee) has failed to commercialize or continue to commercialize a LICENSED PATENT PRODUCT.

4.9 Except as is necessary in LICENSEE'S discretion for the development, sublicensing, and/or commercialization of LICENSED PATENT PRODUCTS or LICENSED NON-PATENT PRODUCTS, LICENSEE shall not disclose information on format of any TANGIBLE TECHNICAL MATERIALS nor convey them or disclose TECHNOLOGY to third parties without the express written consent of UNIVERSITY during the term of this Agreement and for a period of three (3) years thereafter, except to the extent that such TANGIBLE TECHNICAL MATERIALS or TECHNOLOGY:

- (a) is part of the public domain at the time of its disclosure to LICENSEE or later becomes part of the public domain through no fault of LICENSEE;
- (b) was in the possession of LICENSEE prior to receipt from UNIVERSITY;
or
- (c) is received from a third party having no obligations of confidentiality to UNIVERSITY. This provision shall survive termination of this Agreement.

5. COMPENSATION AND REPORTS.

5.1 LICENSEE shall pay UNIVERSITY'S costs which are incurred in the drafting, filing, prosecuting, issuing, and maintaining of any United States patent application or patent included in PATENT RIGHTS. LICENSEE shall pay such costs within thirty (30) days of receipt of an invoice from the UNIVERSITY itemizing costs and expenses which the UNIVERSITY has paid in connection with any of the aforesaid activities to secure patent protection for the PATENT RIGHTS.

5.2 LICENSEE shall pay UNIVERSITY an earned royalty based on a percentage of the GROSS SALES of LICENSED PATENT PRODUCTS in excess of Twenty-Five Thousand Dollars (\$25,000.00) in any given calendar year (the first \$25,000.00 of GROSS SALES being free of royalty payment). Such royalties shall accrue to the UNIVERSITY according to the following schedule when LICENSED PRODUCTS are sold:

- (a) Four percent (4%) of the GROSS SALES of LICENSED PATENT PRODUCTS which are used in diagnostic applications.
- (b) Three percent (3%) of the GROSS SALES of LICENSED PATENT PRODUCTS which are used in therapeutic or other biological applications.

Earned royalties under this paragraph shall accrue in each country for the duration of UNIVERSITY'S PATENT RIGHTS in that country and shall be net of all taxes on said royalty.

5.3 LICENSEE shall pay UNIVERSITY an earned royalty based on a percentage of the GROSS SALES of LICENSED NON-PATENT PRODUCTS in excess of Twenty-Five Thousand Dollars (\$25,000.00) in any given calendar year (the first \$25,000.00 of GROSS SALES being free of royalty payment). Such royalties shall accrue to the UNIVERSITY according to the following schedule when LICENSED NON-PATENT PRODUCTS are sold:

- (a) Three percent (3%) of the GROSS SALES of LICENSED NON-PATENT PRODUCTS which are used in diagnostic applications.
- (b) Two percent (2%) of the GROSS SALES of LICENSED NON-PATENT PRODUCTS which are used in therapeutic or other biological applications.

Subject to paragraph 5.12 herein, earned royalties under this paragraph shall accrue in each country only for the period that the LICENSEE is the exclusive commercial source in that country of the LICENSED NON-PATENT PRODUCT(S) up to a maximum period of eight (8) years after the date of first commercial sale in that country of a LICENSED NON-PATENT PRODUCT. The term "exclusive commercial source" as used above shall mean that the LICENSEE is the sole commercial source of the LICENSED NON-PATENT PRODUCT in that country and that there is no commercial product available in that country that is substantially equivalent in market acceptance.

5.4 If more than one of the aforesaid royalty rates should be applicable to any transaction, only a single royalty shall be due and that royalty shall be computed at the highest applicable royalty rate.

5.5 LICENSED PATENT PRODUCTS and LICENSED NON-PATENT PRODUCTS covered by this Agreement shall be considered sold when invoiced, or if not invoiced, when delivered to a third party.

5.6 During the Term of this Agreement and for one (1) year thereafter, LICENSEE shall keep complete and accurate records of its and its sublicensee's SALES of LICENSED PATENT PRODUCTS and LICENSED NON-PATENT PRODUCTS under the license granted in this Agreement in sufficient detail to enable the royalties payable under paragraphs 5.2 and 5.3 to be determined. Upon thirty (30) days' written notice, LICENSEE shall permit UNIVERSITY, or its representatives, at UNIVERSITY'S expense, to periodically examine its books, ledgers, and records covering SALES of LICENSED PATENT PRODUCTS and LICENSED NON-PATENT PRODUCTS during regular business hours for the purpose of and to the extent necessary

to verify any report required under this Agreement. UNIVERSITY shall maintain all information received during such examination in confidence.

5.7 Within thirty (30) days after March 31, June 30, September 30, and December 31, LICENSEE shall deliver to UNIVERSITY a true and accurate report, giving such particulars of the business conducted by LICENSEE and its sublicensees, if any exist, during the preceding three (3) calendar months under this License Agreement as are pertinent to an accounting for royalty payments hereunder. Such report shall include at least (a) the quantities of LICENSED PATENT PRODUCTS and LICENSED NON-PATENT PRODUCTS that it has SOLD, (b) the billings thereon that comprise GROSS SALES, (c) the calculation of royalties thereon, and (d) the total royalties so computed and due UNIVERSITY. Simultaneously with the delivery of each such report, LICENSEE shall pay to UNIVERSITY the amount, if any, due for the period of such report. If no payments are due, it shall be so reported.

5.8 All amounts payable hereunder by LICENSEE shall be payable in United States funds without deductions for assessments, fees, or charges of any kind.

5.9 In the event that LICENSEE enters into a joint venture with another entity and utilizes TECHNOLOGY in combination with the technology of such entity, then GROSS SALES for purposes of calculating royalties shall be deemed to be LICENSEE'S income from such joint venture.

5.10 A single royalty will be paid on sales of LICENSED PATENT PRODUCTS no matter how many items in UNIVERSITY'S PATENT RIGHTS cover such LICENSED PATENT PRODUCTS.

5.11 No royalty shall be paid on a LICENSED PATENT PRODUCT after UNIVERSITY'S PATENT RIGHTS covering said LICENSED PRODUCT have expired.

5.12 If the LICENSEE believes that it is not or no longer is the exclusive commercial source of LICENSED NON-PATENT PRODUCTS in any designated country, then it shall so notify the UNIVERSITY and provide reasonable evidence thereto. Upon receipt of said notice and evidence, UNIVERSITY shall notify the LICENSEE in writing of its acceptance or rejection of the evidence as to the existence of another commercial source within forty-five (45) days. If accepted by UNIVERSITY, the LICENSEE shall, as of the date of their acceptance, no longer have an obligation to pay royalties in that country under paragraph 6.2 herein. If rejected by UNIVERSITY, the LICENSEE may request arbitration in the manner set forth in Article 10 herein.

6. FOREIGN FILING OF PATENT APPLICATIONS.

6.1 If patent applications have not been filed outside the United States and the convention year has not expired for any patent application included within UNIVERSITY'S PATENT RIGHTS on the Effective Date of this Agreement, LICENSEE shall designate those foreign countries in which LICENSEE desires foreign patent protection, and the UNIVERSITY shall thereafter timely file foreign patent applications in the name of the UNIVERSITY on any such invention in all the foreign countries elected. The costs and expenses current and accrued relating to obtaining, issuing, and maintaining of patents in all the foreign countries elected as provided above shall be paid by LICENSEE. On a country-by-country basis, LICENSEE shall receive a credit for such costs and expenses against royalties due for the exclusive license herein granted in a given country elected as specified above; provided, however, that in a given country the amount of any such credit for any royalty period shall

not exceed fifty percent (50%) of total royalties due the UNIVERSITY in a given country for the same royalty period.

6.2 UNIVERSITY shall be free to file in any foreign country not elected by LICENSEE under paragraph 6.1, and the PATENT RIGHTS associated with such filing shall be disposed of in accordance with UNIVERSITY policy.

7. TERM AND TERMINATION

7.1 The term of this Agreement shall extend from the Effective Date set forth in Article 1 to the full end of the term or terms for which PATENT RIGHTS or extensions thereof are granted (determined on a country-by-country basis) unless patents do not issue on any UNIVERSITY patent application covered by PATENT RIGHTS, in which case this Agreement shall extend for a period of ten (10) years from the Date set forth in Article 1 or until LICENSEE ceases to pay royalty on any LICENSED NON-PATENT PRODUCT in accordance with paragraph 5.3, whichever event occurs later.

7.2 This Agreement will earlier terminate upon thirty (30) days' written notice if LICENSEE shall breach or default on any material obligation under this License Agreement; provided, however, LICENSEE may avoid such termination if before the end of such period LICENSEE notifies UNIVERSITY that such breach has been cured or is in the process of being cured and states the manner of such cure.

7.3 If PATENTS are defined in Attachment A to include patent applications, then UNIVERSITY will keep LICENSEE informed as to the progress of such application and will provide LICENSEE with copies of any finally issued claims in such applications. LICENSEE shall be given reasonable

opportunity to input as to the type and scope of useful claims and nature of supporting disclosure. Further, the UNIVERSITY will not finally abandon any patent application within UNIVERSITY'S PATENT RIGHTS without taking into account LICENSEE'S views.

7.4 Upon termination of this Agreement for any cause, nothing herein shall be construed to release either party of any obligation matured prior to the effective date of such termination, and LICENSEE may, after the effective date of such termination, sell all LICENSED PATENT PRODUCTS and LICENSED NON-PATENT PRODUCTS and parts thereof that it may have on hand at the date of termination, provided that it pays earned royalty thereon as provided in this Agreement.

8. INFRINGEMENT.

8.1 UNIVERSITY shall notify LICENSEE, and LICENSEE shall notify UNIVERSITY of any infringement of a PATENT in the LICENSED SUBJECT MATTER which may come to the attention of UNIVERSITY or LICENSEE. LICENSEE shall have the exclusive right to sue the infringing party, and UNIVERSITY shall join any suit as a party, if required. All costs and expenses, including attorneys' fees, of any lawsuit instituted by LICENSEE shall be borne by LICENSEE. The amount of recovery paid to LICENSEE shall belong to and be the sole property of LICENSEE.

8.2 If LICENSEE fails to bring suit to prevent any infringement or any allegedly infringing use of which it has knowledge within six (6) months after such knowledge, UNIVERSITY shall have the right after notice to LICENSEE of its intention to do so, to bring suit against the accused infringer in the

name of UNIVERSITY, and LICENSEE shall join any such suit as a named party, if required. Any such suit brought by UNIVERSITY shall be financed solely by UNIVERSITY, and any recovery therefrom shall belong to and be the sole property of UNIVERSITY.

8.3 In any suit or dispute involving any infringer, the parties shall cooperate fully, and upon the request of the party bringing suit, the other party shall make available to the party bringing suit all relevant records, papers, information, samples, specimens, and the like which may be relevant and in its possession. In the event a court of competent jurisdiction determines that one or more claims of PATENT(S) within UNIVERSITY'S PATENT RIGHTS covering the LICENSED PRODUCT(S) are invalid or unenforceable, no further royalty payments on said PATENT RIGHTS shall be due or owing hereunder if such determination encompasses the entire content of PATENT RIGHTS. In the event the making, using, or selling of the LICENSED PATENT PRODUCT(S) or LICENSED NON-PATENT PRODUCT(S) is determined, by a court of competent jurisdiction, to infringe one or more claims of a valid, subsisting patent owned by a third party, no royalty payments shall be due UNIVERSITY from the time such determination is made. In the event that either party is able to negotiate a license based on a bona fide belief in the strength and enforceability of said patent from such good faith third party, those royalty payments will be resumed to the extent that such payment exceeds any royalty payments made by LICENSEE to such third party.

9. ASSIGNMENT.

This Agreement may not be assigned by LICENSEE without the prior written consent of UNIVERSITY, which consent shall not be unreasonably withheld; provided that LICENSEE may assign this Agreement to any purchaser or transferee of all or substantially all of LICENSEE'S business relating to complementary proteins and peptides upon prior written notice to UNIVERSITY.

10. ARBITRATION.

At the request of either party, any controversy or claim arising out of or relating to this Agreement shall be settled by arbitration in Houston, Texas, in accordance with the then current Licensing Agreement Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) shall be binding on the parties and may be entered by either party in the court or forum, state or federal, having jurisdiction.

11. PATENT MARKING.

LICENSEE agrees to mark permanently and legibly all LICENSED PRODUCTS manufactured or sold by it under this Agreement with the number of each issued PATENT applicable thereto.

12. INDEMNIFICATION.

LICENSEE shall indemnify UNIVERSITY and SYSTEM from and against any claims, demands, or causes of action on account of any injury or death of persons or damage to property caused by, or arising out of, or resulting from, exercise or practice of the license granted hereunder; provided, however, that such obligation to indemnify UNIVERSITY and SYSTEM shall not extend to any claim, demand, or cause of action arising in favor of any person or entity,

growing out of, incident to, or resulting directly or indirectly from negligence (whether sole, joint, or otherwise), of UNIVERSITY and SYSTEM or its officers, agents, representatives, or employees.

13. USE OF UNIVERSITY NAME.

LICENSEE shall not use the name of the University of Texas System or any component institution in a commercial context without the express written consent of UNIVERSITY.

14. GENERAL.

14.1 This Agreement and the Research Agreement of December 1, 1984, constitute the entire and only agreements between the parties relating to LICENSED SUBJECT MATTER, and all other prior negotiations, representations, agreements, and understandings are superseded hereby. No agreements altering or supplementing the terms hereof may be made, except by means of a written document signed by the duly authorized representatives of the parties.

14.2 Any notice required by this License Agreement shall be given by prepaid, first class, certified mail, return receipt requested, addressed in the case of UNIVERSITY to:

BOARD OF REGENTS
The University of Texas System
201 West 7th Street
Austin, TX 78701

Attn: System Intellectual
Property Office

or in the case of LICENSEE to:

TRITON BIOSCIENCES INC.
1501 Harbor Bay Parkway
Alameda, CA 94501

Attn: Dr. John F. Cole

or such other addresses as may be given from time to time under the terms of this notice provision.

14.3 This License Agreement shall be construed and enforced in accordance with the laws of the United States of America and of the State of Texas.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

TRITON BIOSCIENCES INC.:

ATTEST:

Secretary

John F. Cole
JOHN F. COLE
Research Director

FORM APPROVED

CONTENT APPROVED:

D. K. Roth for
General Counsel
University of Texas System

William C. Levin
President
University of Texas Medical
Branch at Galveston

Charles M. Whitford
Executive Vice Chancellor
for Health Affairs, The
University of Texas System

Hans Mark
Chancellor, The University
of Texas System

ATTEST:

THE BOARD OF REGENTS OF
THE UNIVERSITY OF
TEXAS SYSTEM

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

Chairman, The Board of
Regents, The University of
Texas System

ATTACHMENT A

UNIVERSITY PATENTS AND PATENT APPLICATIONS

<u>Country</u>	<u>Patent Number or Patent Application Serial Number</u>	<u>Date Issued or Filed</u>	<u>Inventor(s)</u>	<u>Title</u>
U.S.	SN	3/01/85	J. Edwin Blalock, Erie M. Smith and Kenneth L. Bost	Polypeptides Complemen- tary to Pep- tides or Proteins Hav- ing an Amino Acid Sequence or Nucleotide Coding Se- quence at Least Par- tially Known

ATTACHMENT B

OBLIGATION OF LICENSEE TO GRANT SUBLICENSE

LICENSEE reiterates its intent to freely sublicense nonexclusively any aspects of the LICENSED SUBJECT MATTER hereof which may serve as general purpose techniques and/or have widespread applications in industry, as provided in the said Research Agreement dated December 1, 1984, entitled "A Molecular Basis and Predictive Principle for Protein-Protein Binding."

4. U. T. Health Science Center - Houston: Proposed Affiliation Agreement with American Homes International, Inc., Houston, Texas.--

RECOMMENDATION

The Office of the Chancellor concurs with the recommendation of President Bulger that approval be given to the nonstandard affiliation agreement set out on Pages HAC 24 - 30 by and between the U. T. Board of Regents, for and on behalf of the U. T. Health Science Center - Houston, and American Homes International, Inc., Houston, Texas.

BACKGROUND INFORMATION

The affiliation agreement establishes a framework for the U. T. Health Science Center - Houston and American Homes International, Inc., to implement educational experience programs which will involve students and personnel of the U. T. Health Science Center - Houston.

American Homes International, Inc., intends to operate a life-care center and nursing facility in Houston, Texas, which will provide nursing and residential services for persons in need of such services.

HEALTH CARE
EDUCATIONAL EXPERIENCE PROGRAM
AFFILIATION AGREEMENT

THIS AGREEMENT made the 29 day of January, 1985, by and between The University of Texas Health Science Center at Houston ("University"), a component institution of The University of Texas System ("System"), and American Homes International, Inc. ("AHI"), a Texas Corporation having its principal office at 2600 Southwest Freeway, Houston, Harris County, Texas.

WITNESSETH:

WHEREAS, AHI intends to operate a life-care center and nursing facility in the City of Houston, Texas, and therein provide nursing and residential services for persons in need of such services; and University provides an academic program with respect to health care; and,

WHEREAS, University periodically desires to provide health care related educational experiences for its students, which are not otherwise available to them under the existing program of University, by utilization of appropriate facilities and personnel of AHI; and,

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

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

NOW THEREFORE, in consideration of the foregoing and in further consideration of the premises hereinafter set forth, the parties hereto agree to the following provisions:

I. GENERAL PROVISIONS

- A. That this agreement is between the Board of Regents of The University of Texas System and AHI, and that any alterations or future provisions shall likewise be negotiated through their respective governing bodies.
- B. That AHI and University shall retain all jurisdictional powers incident to separate ownership.
- C. That AHI agrees to provide for the operation and maintenance of a life-care and nursing care facility for patient care, teaching, research and community services integrated with the nursing and, where appropriate, other health professional educational programs of the University.
- D. That AHI will operate its facility in a manner and with standards consistent with the highest quality of those of similar institutions in the United States.
- E. That AHI shall retain final jurisdiction over the management of its facilities, including assignment of patients to the nursing facility, but shall consult with University in the formulation of policies affecting teaching and research.
- F. That University will establish and conduct research activities and fully accredited educational programs.
- G. That University shall assume the responsibility for further development of clinical and basic research, in consultation with AHI.
- H. That this Agreement shall be for a period of ten (10) years from its effective date, but may be terminated at any time upon mutual consent of the parties hereto. This Agreement may also be terminated by either party upon the giving of one hundred eighty (180) days notice to the other party. It is understood that this Agreement may be amended in writing to include such provisions as the parties may agree upon and may be renewed for an additional term of years upon such terms and conditions as the parties may agree.

II. MAJOR SPECIFIC CONSIDERATIONS

The means by which AHI and University seek to accomplish their long-range goals are the programs in which they engage, either separately or jointly. The presence and activity of each organization are influences upon the efforts of the other. Since each has the capacity to limit or to enhance the success of the other, the following major areas for specific consideration are enumerated in this Agreement to minimize potential sources of conflict which may arise from the affiliation between AHI and University.

A. Faculty and Staff Appointments

After the effective date of this Agreement, AHI, in consultation with University, will give due consideration to the academic interests and qualifications of all new medical and nursing staff applicants prior to appointment.

Within AHI's facilities where students receive instructions, the staff involved in the teaching programs will be members of the faculty of the University.

In consideration of the foregoing, the following specific conditions are agreed to:

1. That University academic appointments for the performance of service will be of three basic types.
 - a. Clinical and voluntary - no financial remuneration for teaching.
 - b. Part-time - compensation by University for specifically designated teaching services which are time-consuming.
 - c. Full-time - full compensation from University subject to policies of University.
2. AHI shall appoint, after consultation with University, the chiefs of departments, services, or divisions involved in the teaching programs.

B. Availability of Patients for Teaching

All patients in AHI's nursing facility shall be available for purposes of teaching. Exceptions may be made at the discretion of the patient or the patient's family, with the concurrence of the chief of service.

C. Student Responsibilities and Facilities

Students of University's schools and programs will be responsibly involved, under supervision, in the management and care of patients.

D. Joint Responsibilities for Research

University will assume the responsibility for further development of clinical and basic science research. Such research may involve therapeutic trials, clinical studies, laboratory studies, and studies involving the administration and organization of the health services of AHI's facilities and the community. Research projects must be approved by the UTHSCH Committee for the Protection of Human Subjects.

E. Organization for Effective Communication

There shall be established a Joint Institutional Planning Committee composed of the Chief Executive Officer, Chief Operating Officer and Chief Financial Officer of AHI's facilities; President and the Chief Financial Officer of UTHSCH and the Dean of the Nursing School; and other members of the staff of the AHI or UTHSCH who may be designated to serve on the Joint Institutional Planning Committee in connection with its accomplishing its major objectives. The Joint Institutional Planning Committee will meet at least once each month during the remaining term of this Agreement and will address a number of areas including:

- a. Issues affecting both institutions which need the attention of senior management.
- b. Current program evaluation and assessment of the feasibility of new programs which are being considered by either institution.

III. EDUCATIONAL EXPERIENCE PROGRAMS

Specific programs to be administered under this Agreement shall be reduced to writing by Program Agreement and such Agreements shall be governed by the following terms and conditions:

- A. The Program shall not become effective until all agreements between the parties with respect to Program have been reduced to writing ("Program Agreement"), executed by the duly authorized

representatives of AHI and University, and approved in writing by the Chancellor of The University of Texas System.

- B. The Program may be cancelled by either party by giving such written notice to the other of its intention to terminate the Program as provided in the Program Agreement; provided, however, that the Program shall automatically terminate upon termination of this Agreement.
- C. In the event of conflict between the text of Program Agreement and the text of this Agreement, this Agreement shall govern.
- D. After Program Agreement becomes effective, no amendments thereto shall be valid unless in writing and executed by the duly authorized representatives of AHI and University, and approved by the Office of the Chancellor of The University of Texas System.
- E. Except for certain acts to be performed by University pursuant to express provisions of this Agreement, AHI hereby agrees to furnish the premises, personnel, services, and all other things necessary for the Educational Experience Program, as specified in the Program Agreement, and, in connection with such Program, further agrees:
 - 1. To comply with all Federal, State and Municipal laws, ordinances, rules and regulations applicable to performance by AHI of its obligations under this Agreement, and all applicable accreditation requirements, and to certify such compliance to University or other entity when requested to do so by University.
 - 2. To permit the authority responsible for accreditation of University's curriculum to inspect such facilities, services and other things provided by AHI pursuant to this Agreement as are necessary for accreditation evaluation.
 - 3. To appoint a person to serve for AHI as liaison (Liaison) to the faculty and students engaged in the program; provided, however, that no person not having the prior written approval of University shall be appointed Liaison; and in such connection, AHI shall furnish in writing to University (not later than thirty (30) days prior to the date the Liaison

appointment is to become effective) the name and professional and academic credentials of the person proposed by AHI to be Liaison, and within ten days after receipt of same, University shall notify AHI of University's approval or disapproval of such person. In the event the Liaison becomes unacceptable to University after appointment, and University so notifies AHI in writing, AHI will appoint another person to serve as Liaison in accordance with the procedure stated in the first sentence of this sub-paragraph (3).

F. University hereby agrees:

1. To furnish AHI with the names of the students assigned by University to participate in the Program.
2. To assign for participation in the Program only those students (1) who have satisfactorily completed those portions of its curriculum which, according to Program Agreement, are prerequisite to such participation, all as determined by University in its sole discretion, and (2) who have entered into a written agreement with University and AHI that they will not publish any material relating to the Program, or their experience in participating therein, without the prior written approval of University and AHI.
3. To designate a member of the University faculty to coordinate with AHI through its Liaison the learning assignment to be assumed by each student participating in the Program, and to furnish to AHI in writing the name of such faculty member.

IV. ADDITIONAL SERVICES

University and AHI agree that in order to further their respective missions, that University and AHI may agree to cooperative efforts in one or more of the following areas

Dental Clinic

Office of the Medical Director

Laboratory Services

Speech Therapy

5. U. T. Cancer Center: Request for Permission for Individual to Serve as (a) Secretary to the Harris County Mental Health Mental Retardation Agency Public Responsibility Committee; (b) a Member of the Houston-Galveston Area Council Health Planning Advisory Committee; and (c) a Member of the Texas Statewide Health Coordinating Council [Regents' Rules and Regulations, Part One, Chapter III, Section 13, Subsections 13.(10) and 13.(11)].--

RECOMMENDATION

The Office of the Chancellor concurs with the recommendation of President LeMaistre that approval be given for Mr. James G. Easter, Jr., Director of Facilities Planning, U. T. Cancer Center, to serve as Secretary to the Harris County Mental Health Mental Retardation Agency Public Responsibility Committee, as a member of the Houston-Galveston Area Council Health Planning Advisory Committee, and as a member of the Texas Statewide Health Coordinating Council.

It is further recommended that the U. T. Board of Regents find that: (1) the holding of these positions by Mr. Easter are of benefit to the State of Texas; and (2) there is no conflict between the position this individual holds and his membership on these committees.

BACKGROUND INFORMATION

Mr. Easter was appointed as Director of Facilities Planning at the U. T. Cancer Center on January 1, 1985. Prior to this appointment, he was associated with the architectural firm of Pierce, Goodwin and Alexander, Houston, Texas. During his employment with the architectural firm he was appointed as Secretary to the Harris County Mental Health Mental Retardation Agency Public Responsibility Committee in May 1984, a member of the Houston-Galveston Area Council Health Planning Advisory Committee in November 1984, and a member of the Texas Statewide Health Coordinating Council in December 1984.

Mr. Easter receives no remuneration for these appointments other than reimbursement for travel expenses. This recommendation is in accordance with approval requirements for positions of honor, trust, or profit provided in Article 6252-9a of Vernon's Texas Civil Statutes, and Part One, Chapter III, Section 13, Subsections 13.(10) and 13.(11) of the Regents' Rules and Regulations.

6. U. T. Cancer Center: Proposed Affiliation Agreement with Gulf Coast Medical Center, Wharton, Texas.--

RECOMMENDATION

The Office of the Chancellor concurs with the recommendation of President LeMaistre that approval be given to the non-standard affiliation agreement set out on Pages HAC 33 - 36 by and between the U. T. Board of Regents, for and on behalf of the U. T. Cancer Center, and the Gulf Coast Medical Center, Wharton, Texas.

BACKGROUND INFORMATION

The affiliation agreement establishes a framework for the U. T. Cancer Center and the Gulf Coast Medical Center to develop programs in cancer prevention, treatment, education and research which will be mutually beneficial to both institutions.

AGREEMENT

THE STATE OF TEXAS

COUNTY OF HARRIS

This AGREEMENT made and entered into this _____ of _____, 1984 by and between the BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM, a State agency duly authorized to execute this contract, for and primarily in behalf of The University of Texas System Cancer Center in Houston, hereinafter sometimes called "Cancer Center", and the GulfCoast Medical Center, Wharton, Texas, hereinafter sometimes called Hospital.

WITNESSETH:

WHEREAS, during the past half century advances in medicine have been more significant and rapid than in any other previous period of history, and over the past two decades the pace has increased dramatically and appears to be accelerating: and

WHEREAS, in recognition of contemporary trends and likely future requirements, Cancer Center and Hospital agree on the desirability of establishing a closer working relationship between the two institutions, who share a common commitment to the people of Texas for a program of excellence in cancer prevention, treatment, education and research.

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

1. EXTENT OF AFFILIATION

The purpose of this agreement is to establish a broad framework of policy to facilitate cooperation between Cancer Center and Hospital. It is agreed that the initiative for establishing definitive relationships will be vested in the respective department heads of the departments within Cancer Center and Hospital. It is further understood that individual departments of Cancer

Center may or may not establish affiliations with Hospital, depending upon their needs and circumstances and subject to appropriate action by the respective administrative and governing bodies.

2. PROVISION FOR CANCER CENTER FACULTY APPOINTMENTS
FOR HOSPITAL STAFF MEMBERS

Both parties agree that academic status is a strong inducement for attracting well-qualified individuals to practice and teaching positions at the Clinic. Mutual agreement between the Hospital and Cancer Center is required for appointment of Hospital Staff to Cancer Center faculty. Definition of faculty title, duties, and compensation (if any) must precede approval of the appointment by both parties. The term of appointment shall be annual unless otherwise agreed upon.

Candidates for appointment pursuant to this agreement shall be subject to the procedure applicable to all Cancer Center appointments. All criteria and requirements for Cancer Center faculty appointment shall apply. Appointments are subject to the Rules and Regulations of the Board of Regents of The University of Texas System and institutional rules of the Cancer Center.

3. PROVISION FOR HOSPITAL STAFF APPOINTMENTS
TO CANCER CENTER FACULTY

Both parties agree that appointment of Cancer Center faculty to the Hospital Staff may contribute to a closer working relationship at the department level. Mutual agreement between the Cancer Center and the Hospital is required for the appointment of Cancer Center faculty to the Hospital Staff. Title, duties, and compensation (if any) must be defined prior to approval by both parties. The term of appointment shall be annual unless otherwise specified.

4. JOINT SPONSORSHIP OF EDUCATIONAL AND RESEARCH ACTIVITIES

Hospital will provide educational and research facilities for physicians who are geographically full-time in its facilities. Educational and research projects at the Hospital may be jointly sponsored by Cancer Center. In such cases there will be prior agreement as to the extent of the responsibility of

each institution in the administration of educational and research funds, provision of staff and facilities and ownership of equipment purchased with educational and research funds.

5. PROVISION FOR REVIEW OF RELATIONSHIP

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

If any aspect of this agreement becomes unsatisfactory, a joint committee shall be responsible for discussing and resolving the questions involved. If a change in the agreement is necessary, the committee shall make recommendations to the authorities in each institution. If problems develop which are sufficiently serious and cannot be resolved, dissolution of the agreement may be indicated. Effective date of such dissolution shall be mutually agreed upon with adequate time to allow each institution to make necessary arrangements in an orderly manner.

6. TERM OF AGREEMENT, MODIFICATION, TERMINATION

This agreement shall become effective upon its execution and shall continue in effect thereafter from year to year unless terminated by either party upon giving 180 days written notice to the other party.

EXECUTED this the _____ day of _____, 1984.

ATTEST:

THE UNIVERSITY OF TEXAS SYSTEM
CANCER CENTER

(Title)

BY: Charles L. Maister
President

ATTEST:

BOARD OF TRUSTEES OF GULF COAST
MEDICAL CENTER

ADMINISTRATOR/ SECRETARY, B.O.T.
(Title)

BY: L. Gene Smith
Secretary

FORM APPROVED:

W. O. [Signature]

General Counsel of the System

CONTENT APPROVED:

Office of the Chancellor

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 _____, 19____.

Secretary, Board of Regents
The University of Texas System

7. U. T. Health Center - Tyler: Development Board - Proposed Nominees Thereto (NO PUBLICITY UNTIL ACCEPTANCES ARE RECEIVED).--

RECOMMENDATION

The Office of the Chancellor concurs with the recommendation of Director Hurst for approval of the following nominations to the U. T. Health Center - Tyler Development Board for two-year terms expiring in 1987:

Mr. Baker Lucas, Tyler, Business: Real Estate
Investor
Mr. Peyton McKnight, Tyler, Business: Former
Texas Senator and now Rancher
Tom Smith, M.D., Dallas, Business: Retired
Physician
Mr. Edwin Rasco, Tyler, Business: Retired Banker

BACKGROUND INFORMATION

The nominations of Mr. Lucas, Mr. McKnight, Dr. Smith and Mr. Rasco will increase the membership of the Development Board from 41 to 45 members.

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

Buildings and Grounds Committee

BUILDINGS AND GROUNDS COMMITTEE
Committee Chairman Rhodes

Date: April 11, 1985
Time: Following the meeting of the Health Affairs Committee
Place: Building B, 6th Floor, North Conference Room
U. T. Health Center - Tyler

	<u>Page</u> <u>B&G</u>
1. U. T. Austin - Jester Center - Food Service Facilities Improvements: Report of Receipt of Bids; Request to Increase Total Project Cost; Recommended Award of Construction Contract to J. A. Jones Construction Company, Dallas, Texas; and Additional Appropriation Therefor	3
2. U. T. Austin - Engineering Teaching Center II (Project No. 102-171): Request to Increase Total Project Cost and Appropriation Therefor	6
3. U. T. Austin - Petroleum Engineering Building - Renovation: Request for Project Authorization; Appointment of Project Architect for Preliminary Plans and Cost Estimate; and Appropriation Therefor	6
4. U. T. Austin - Residence Halls - Emergency Lighting System: Request for Project Authorization; Appointment of Project Engineer for Preparation of Preliminary Plans and Cost Estimate; and Appropriation Therefor	8
5. U. T. Austin - Balcones Research Center: Request to Grant an Easement to the City of Austin, Travis County, Texas, for a Street Right-of-Way	9
6. U. T. El Paso: Recommendation for Approval to Acquire Property from the Hotel Dieu Hospital, El Paso, Texas, for Use by College of Nursing and Allied Health	17
7. U. T. El Paso: Request to Waive Underground Easement Policy and to Grant Easement to El Paso Electric Company, El Paso, Texas, for Electric Transmission Line	17
8. U. T. Medical Branch - Galveston - Laundry Building Remodeling: Request for Approval of Change in Funding	21
9. U. T. Medical Branch - Galveston - Pharmacology Building - Completion of Departmental Space (Project No. 601-543): Request for Increase in Construction Contract and Total Project Cost, and Additional Appropriation Therefor	21

10. U. T. Medical Branch - Galveston - Remodeling of John Sealy Hospital (Old Building) - Remodeling of McCullough Building Fourth and Sixth Floors for the Departments of Internal Medicine and Surgery (Project No. 601-577): Request for Approval of Scope Increase, Revised Project Cost, and Additional Appropriation Therefor 22
11. U. T. Cancer Center - New Research Building (Project No. 703-460): Request for Approval of Name Change and Inscription of Plaque 23
12. U. T. Cancer Center - Rotary International House (Project No. 703-534): Presentation of Preliminary Plans and Cost Estimate 24
13. U. T. Cancer Center - The R. E. "Bob" Smith Research Building - Reroofing: Request for Project Authorization; Submission to Coordinating Board; Preparation of Final Plans; Advertisement for Bids; Award of Contract; and Appropriation Therefor 25
14. U. T. Health Center - Tyler - Biomedical Research Building (Project No. 801-583): Request for Approval of Final Plans, and Authorization to Advertise for Bids Upon Completion of Final Review and for Executive Committee to Award Contract 26

1. U. T. Austin - Jester Center - Food Service Facilities Improvements: Report of Receipt of Bids; Request to Increase Total Project Cost; Recommended Award of Construction Contract to J. A. Jones Construction Company, Dallas, Texas; and Additional Appropriation Therefor.--

RECOMMENDATIONS

The Office of the Chancellor concurs with the recommendations of President Flawn that the U. T. Board of Regents:

- a. Authorize an increase of the total project cost of Jester Center Food Service Facilities Improvements at U. T. Austin in the amount of \$1,533,161 resulting in a revised total project cost of \$5,533,161
- b. Award a construction contract to J. A. Jones Construction Company, Dallas, Texas, in the amount of \$4,767,700 for Base Bid No. 2
- c. Appropriate an additional \$1,533,161 to the project from Housing and Food Service Reserves

This item requires the concurrence of the Finance and Audit Committee.

BACKGROUND INFORMATION

On October 11, 1984, the U. T. Board of Regents authorized the completion of final plans and the advertisement for bids by U. T. Austin Administration for Jester Center Food Service Facilities Improvements within a total project cost of \$4,000,000.

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

"...bids were received and opened on March 14, 1985, (as shown on Page B&G 5) for the Jester Center Food Service Facilities Improvements. Ten general contractors took plans and specifications from the Project Architect prior to the bid opening. Seven of these contractors withdrew after examination of the bid documents because of the project complexity and schedule.

"The Board has previously authorized a total project cost of \$4.0 million, which was based on the Project Architect's construction cost estimate of \$3,370,000. The bids received indicate that estimate was erroneous, and our examination of the bids indicates that the low bid is a fair price for the scope of work and schedule prescribed for this project.

"I recommend that the Board be asked at its April 11, 1985 meeting to increase the authorized total project cost from \$4.0 million to \$5,533,161. Funds for the increase in total

project cost are available from Housing and Food Service Reserves. This amount would be budgeted as:

Construction Contract Award	\$4,767,700
Furniture and Furnishings	250,000
Fees and Administrative Expenses	458,461
Miscellaneous Expenses	7,000
Project Contingency	<u>50,000</u>
	\$5,533,161

"The proposed budget is based on a recommended construction contract award to the lowest responsive bidder, J. A. Jones Construction Company of Dallas, Texas."

FOOD SERVICE FACILITIES IMPROVEMENTS
 JESTER CENTER
 The University of Texas at Austin
 Bids Received March 14, 1985 by
 The University of Texas at Austin, Austin, Texas

<u>Bidder</u>	<u>Base Bid 1 (Work Completed Over Two Summers)</u>	<u>Base Bid 2 (Work Completed Over One Summer)</u>	<u>Alternate Bid (Stainless Steel Ductwork)</u>
J. A. Jones Construction Company, Dallas, Texas	No Bid	\$4,767,700	\$11,000
Warrior Builders Houston, Texas	\$4,920,000	4,920,000	10,000
Wilmac Constructors Houston, Texas	No Bid	5,577,000	12,000

2. U. T. Austin - Engineering Teaching Center II (Project No. 102-171): Request to Increase Total Project Cost and Appropriation Therefor.--

RECOMMENDATIONS

The Office of the Chancellor concurs with the recommendations of President Flawn that the U. T. Board of Regents:

- a. Authorize an increase of the total project cost of the Engineering Teaching Center II at U. T. Austin in the amount of \$422,883 resulting in a revised total project cost of \$25,350,459
- b. Appropriate \$422,883 to the project by transferring \$193,000 residual funds from the Townes Hall Project (Project No. 102-330), \$42,000 in residual funds from Little Campus Buildings (Project No. 102-395) and \$187,883 from the University Teaching Center Project (Project No. 102-480) to provide funding for the increased total project cost

BACKGROUND INFORMATION

At the time the Engineering Teaching Center II was accepted for beneficial occupancy, it was planned that some miscellaneous completion work would be needed to make the building fully functional to meet the requirements of new faculty members and changed programmatic requirements which occurred over the period from design to construction completion. The basic design of the building provides the flexibility needed to make these changes at reasonable cost.

The required miscellaneous completion work will be completed by the Office of Facilities Planning and Construction working with U. T. Austin.

3. U. T. Austin - Petroleum Engineering Building - Renovation: Request for Project Authorization; Appointment of Project Architect for Preliminary Plans and Cost Estimate; and Appropriation Therefor.--

RECOMMENDATIONS

The Office of the Chancellor concurs with the recommendations of President Flawn that the U. T. Board of Regents:

- a. Authorize a project for the renovation of the Petroleum Engineering Building at U. T. Austin at an estimated total project cost of \$3,000,000
- b. Appoint a Project Architect from the list set out on Page B&G 7 to prepare preliminary plans and a detailed cost estimate to be presented to the U. T. Board of Regents at a future meeting

- c. Appropriate \$85,000 from Interest on Proceeds of Permanent University Fund Bonds for fees and related expenses through the preparation of preliminary plans

This item requires the concurrence of the Academic Affairs Committee.

BACKGROUND INFORMATION

At the time plans were developed to improve facilities for the College of Business Administration, it was determined that the Department of Economics could be relocated in the old Petroleum Engineering Building. This building will become available by Spring 1986, with the completion of the new Chemical and Petroleum Engineering Building.

As part of the renovation planning, it will be determined if the old Petroleum Engineering Building can accommodate the Geography Department as well as the Economics Department. If so, this would free space in the Geography Building for the Department of Home Economics.

List of Firms for Consideration:

<u>Project Architect</u>	<u>Representative Projects</u>
Zapalac Associates-Architects Austin, Texas	U. T. Austin - Academic Center - Fourth Floor Modifications Pearce Junior High Additions and Renovation, Austin, Texas ISD United Bank Tower and Garage, Austin, Texas
Graeber, Simmons & Cowan Austin, Texas	U. T. Austin - Improvements and Expansion - College of Business Administration and Graduate School of Business U. T. Austin - LBJ Library Major Modifications U. T. Austin - Robert A. Welch Hall - Renovation of Existing Building
Dailey Wann and Michael Austin, Texas	Renovation & Repair Eleven Dorms, Gainesville State School Caldwell Company Public Safety Building, Lockhart, Texas Dental Laboratory Austin, Texas

4. U. T. Austin - Residence Halls - Emergency Lighting System: Request for Project Authorization; Appointment of Project Engineer for Preparation of Preliminary Plans and Cost Estimates; and Appropriation Therefor.--

RECOMMENDATIONS

The Office of the Chancellor concurs with the recommendations of President Flawn that the U. T. Board of Regents:

- a. Authorize a project for Emergency Lighting of Residence Halls at U. T. Austin at an estimated total project cost of \$1,812,000
- b. Appoint a Project Engineer from the list on Page B&G 9 to prepare preliminary plans and cost estimates for consideration at a future meeting
- c. Authorize management of the project through the U. T. Austin Office of the Vice President for Business Affairs in consultation with the Office of Facilities Planning and Construction
- d. Appropriate \$35,000 from the Housing and Food Service Reserves Account for fees and administrative expenses through completion of preliminary plans

This item requires the concurrence of the Academic Affairs Committee.

BACKGROUND INFORMATION

Recommendations for major repair and rehabilitation projects developed by the U. T. Austin Housing and Food Service include improvements in emergency lighting for all dormitories on campus. Funds accumulated over several years in the Housing and Food Service Reserves Account have been budgeted this year to cover the cost of the project.

The project calls for a 500 KW emergency generator to be located near the Jester Center to serve Residence Halls in that area, and a 150 KW generator to be located in the vicinity of Kinsolving Hall to serve Residence Halls in that area. Because of their more remote locations, Simkins Hall and the Women's Cooperative would be separately served by battery powered emergency lighting systems. The U. T. Austin Division of Physical Plant will undertake the installation of the emergency generators and the primary distribution systems to the Residence Halls.

List of Firms for Consideration:

<u>Project Engineer</u>	<u>Recent U. T. Projects</u>
Triad Engineering. Austin, Texas	U. T. Austin: Consultant on Taylor Hall Renovation
O'Connell Robertson Grobe, Inc. Austin, Texas	U. T. Austin: Football Facility
Lockwood Andrews & Newnam, Inc. Austin, Texas	None

5. U. T. Austin - Balcones Research Center: Request to Grant an Easement to the City of Austin, Travis County, Texas, for a Street Right-of-Way.--

RECOMMENDATION

The Office of the Chancellor concurs with the recommendation of President Flawn that the U. T. Board of Regents grant an easement involving 0.29 acres of the Balcones Research Center at The University of Texas at Austin to the City of Austin, Travis County, Texas, for a street right-of-way as set out on Pages B&G 10 - 16.

BACKGROUND INFORMATION

The City of Austin and several property owners south of the U. T. Austin Balcones Research Center West Tract have requested that the University grant a street easement and right-of-way involving 0.29 acres adjacent to the MOPAC Boulevard right-of-way. The City plans to build a road from the intersection of U. S. Highway 183 and Loop 360 to the future northern extension of MOPAC Boulevard. The joint venture partner of area property owners has offered to build the future roadway at no expense to the University if the University will donate the 0.29 acre easement.

The plan also calls for an overpass to connect the future MOPAC service roads similar to the intersection at MOPAC and Far West Boulevard. The City of Austin intends to request that the State Department of Highways and Public Transportation include the overpass structure within the future MOPAC extension project as well as free turn lanes south of that overpass and south of the Braker Lane overpass. Review of the proposed plans indicate that the roadway and overpass structures will improve the regional traffic circulation and would therefore benefit the University.

STREET EASEMENT AND RIGHT-OF-WAY

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

That the BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM (hereinafter referred to as "Grantor"), of Travis County, State of Texas, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) cash and other good and valuable consideration to Grantor (receipt and sufficiency of which are hereby acknowledged) in hand paid by the CITY OF AUSTIN of Travis County, Texas, whose address is P. O. Box 1088, Austin, Texas 78767 (hereinafter referred to as "Grantee"), does by these presents GRANT and CONVEY unto Grantee, its successors and assigns, an easement for street right-of-way purposes. The easement is described as follows, to-wit:

All that certain tract, piece or parcel of land, lying and being situated in the County of Travis, State of Texas, described in Exhibit "A" attached hereto and made a part hereof for all purposes, to which reference is here made for a more particular description of said property.

TO HAVE AND TO HOLD the above-described easement, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors and assigns, SAVE and EXCEPT the following reservations and provisions.

This conveyance is made subject to any and all outstanding easements, if any, covering the above-described lands and premises, or any part thereof.

It is understood and agreed that this conveyance is made to Grantee, its successors and assigns, only for the purpose of constructing and maintaining a public road or highway thereon and for no other purpose, and, in the event said premises or any part thereof shall not be used for said purpose or shall be used at any time for any other purpose or

should any road or highway constructed thereon be at any time permanently abandoned, then in such event this conveyance shall be null and void and of no further force and effect as to such premises, or part thereof, and the said premises, or part thereof, shall absolute revert to and revest in the Grantor, its successors and assigns, without the necessity of any further act, suit or action or the part of either the Grantor or Grantee herein; provided, however, Grantee does hereby agree in such event to execute and deliver to Grantor, its successors and assigns, a proper deed of reconveyance in order to clear the record title to said property upon the written request of Grantor, its successors and assigns, therfor.

Grantor reserves for itself, its successors, and assigns the right to lay underground utilities across the above conveyed easement.

It is further understood and agreed that Grantor reserves all of the oil, gas and other minerals in and under said land but waives all rights of ingress and egress for the purpose of exploring, developing, mining or drilling for same; provided, however, Grantor shall have authority to execute leases for the development of oil, gas and other minerals under said land and remaining lands adjoining the above-described premises and may provide for directional drilling under the surface of the above-described premises from such adjoining and remaining lands.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on this the _____ day of _____, A.D., 1985.

ATTEST:

BOARD OF REGENTS OF THE
UNIVERSITY OF TEXAS SYSTEM

Arthur H. Dilly
Executive Secretary

By: _____
Jess Hay
Chairman

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

R. S. Kristoferson
R. S. Kristoferson
Director
Facilities Construction
and Planning

Linward Shivers
Linward Shivers
University Attorney

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the _____ day of _____, 1985, by Jess Hay, Chairman of the Board of Regents of The University of Texas system on behalf of said Board.

Notary Public in and for
The State of Texas

(Stamped or printed name of
Notary)

My Commission expires:

FIELD NOTES
STREET DEDICATION OUT OF U.T. TRACT

ALL OF THAT CERTAIN PARCEL OR TRACT OF LAND OUT OF THE JAMES P. WALLACE SURVEY NO. 18, CITY OF AUSTIN, TRAVIS COUNTY, TEXAS; AND BEING A PORTION OF A 382-ACRE TRACT (FIRST TRACT) AS CONVEYED TO THE UNIVERSITY OF TEXAS BY DEED RECORDED IN VOLUME 994, PAGE 337 OF THE DEED RECORDS OF TRAVIS COUNTY; AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING for POINT OF REFERENCE at an iron pin found in the proposed west right-of-way line of Loop 1 (Mopac Boulevard), said pin being in a south line of the above described 382-acre University of Texas tract; Thence, with the proposed west right-of-way line of Loop 1 (Mopac Boulevard), N 10°26'27" E a distance of 1256.93 feet to an iron pin set at a point of curvature of a curve to the left for the southeast corner and POINT OF BEGINNING of the herein described tract;

THENCE, along said curve to the left an arc distance of 30.64 feet, having a radius of 20.00 feet and a chord which bears N 33°27'14" W a distance of 27.73 feet to an iron pin set at a point of tangency;

THENCE N 77°20'55" W a distance of 100.88 feet to a point in a west line of said 382-acre University of Texas tract for the southwest corner of this tract;

THENCE, with said west line of said 382-acre University of Texas tract, N 28°18'11" E a distance of 124.62 feet to a point, said point being S 28°18'11" W a distance of 81.52 feet to a 60D nail found in a fence post at the southeast corner of a 3.06-acre tract (Tract No. 2) as conveyed to the University of Texas by deed recorded in Volume 4971, Page 1661 of the Deed Record of Travis County, for the northwest corner of this tract;

THENCE S 77°20'55" E a distance of 67.09 feet to an iron pin set at a point of curvature of a curve to the left;

THENCE, along said curve to the left an arc distance of 31.42 feet, having a radius of 20.00 feet and a chord which bears N 57°39'05" E a distance of 28.28 feet to an iron pin set in the proposed west right-of-way line of Loop 1 (Mopac Boulevard) for the northeast corner of this tract;

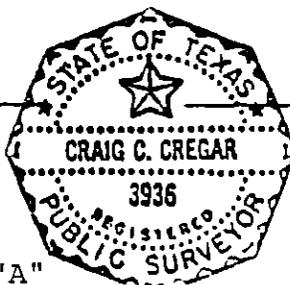
THENCE, with the proposed west right-of-way line of Loop 1 (Mopac Boulevard), the following courses:

S 12°39'05" W; a distance of 155.10 feet to an iron pin found at an angle point; and

S 10°26'27" W a distance of 4.14 feet to the POINT OF BEGINNING, and containing 0.290 acre of land, more or less.

I HEREBY CERTIFY that these notes were prepared by Jeryl Hart Engineers, Inc. from office calculations and an actual survey made on the ground and are true and correct to the best of my knowledge.


Craig C. Cregar, R.P.S. #3936

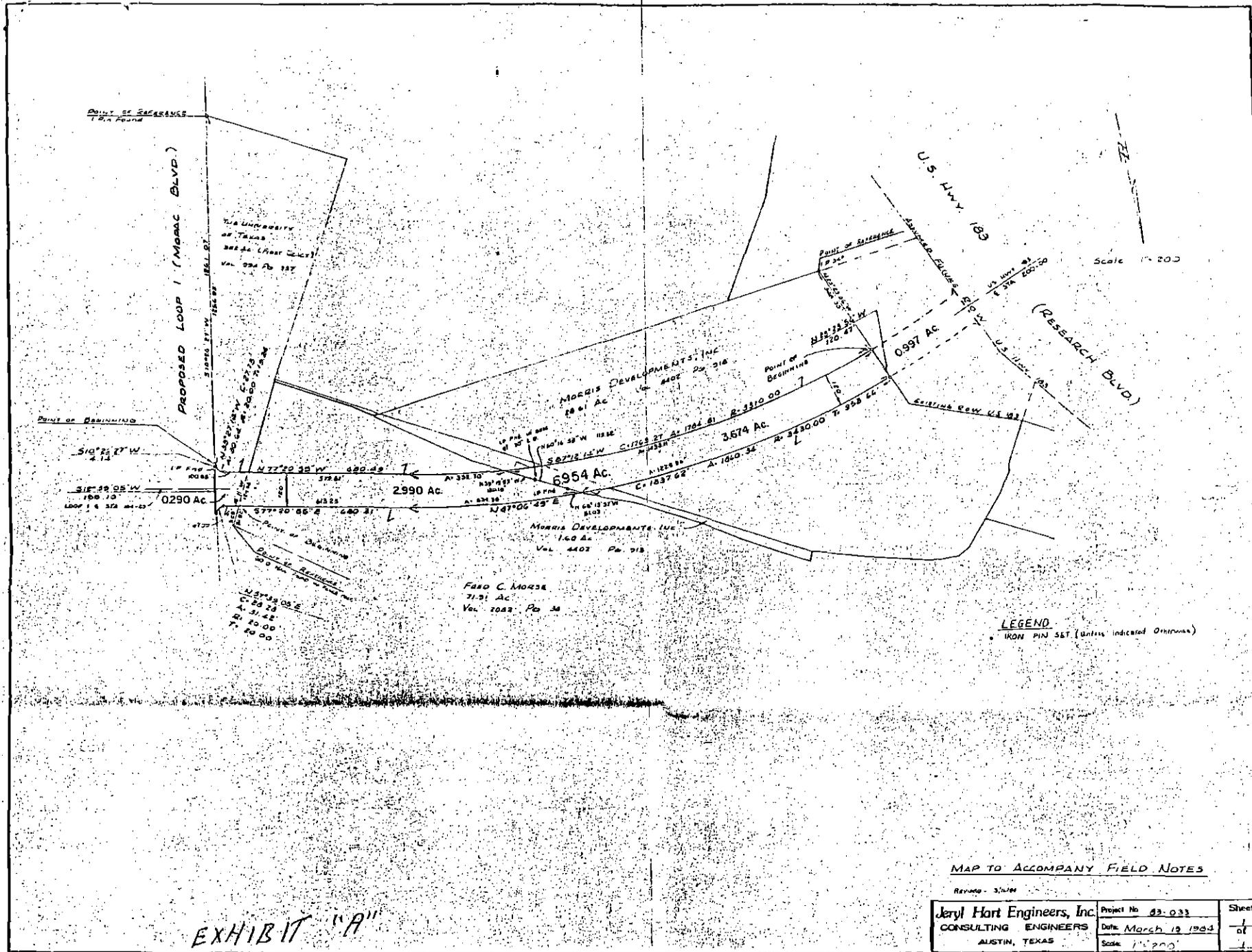


3/22/04
Date

84-033

EXHIBIT "A"

B&G - 14



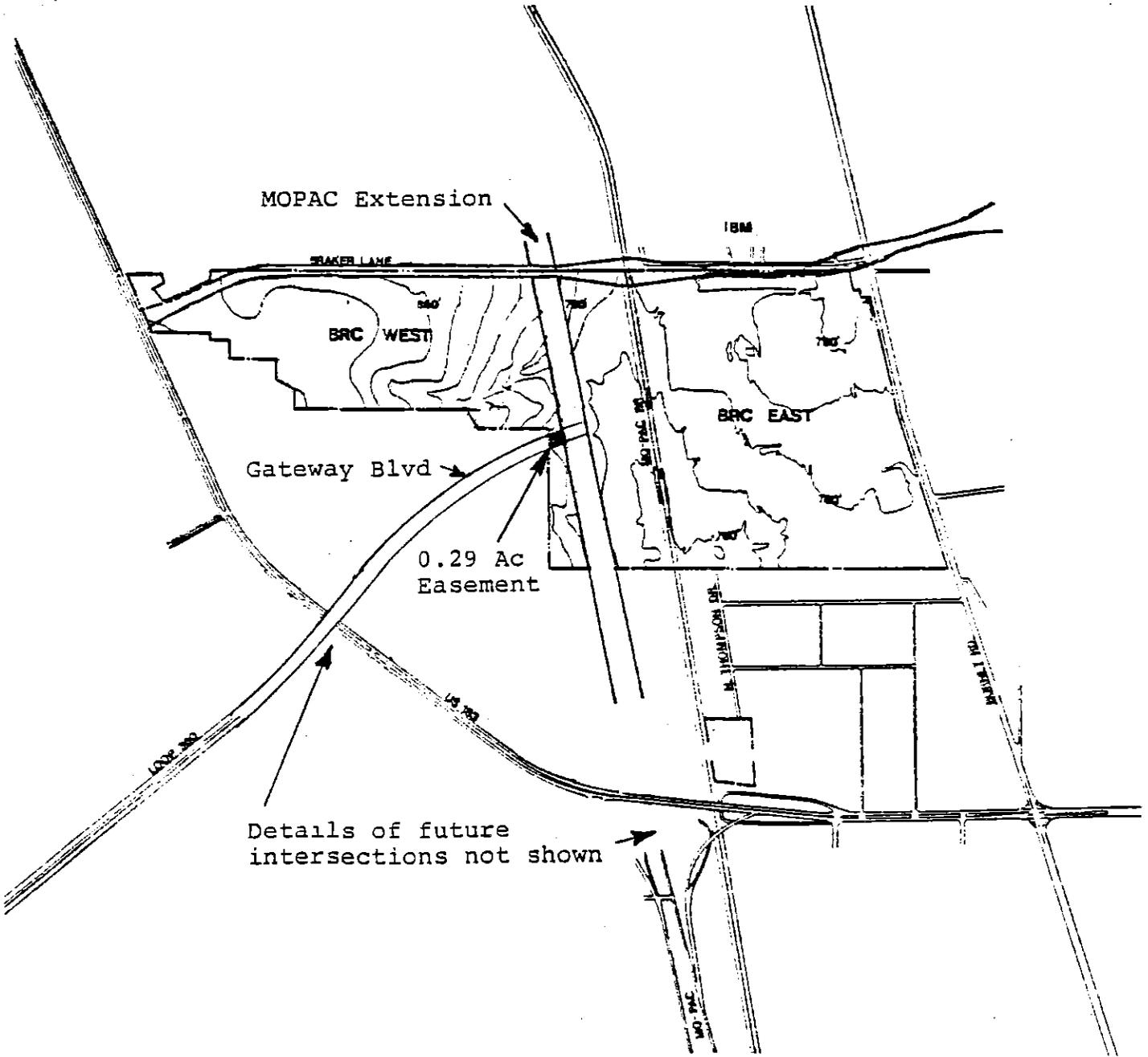
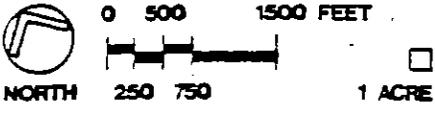
MAP TO ACCOMPANY FIELD NOTES

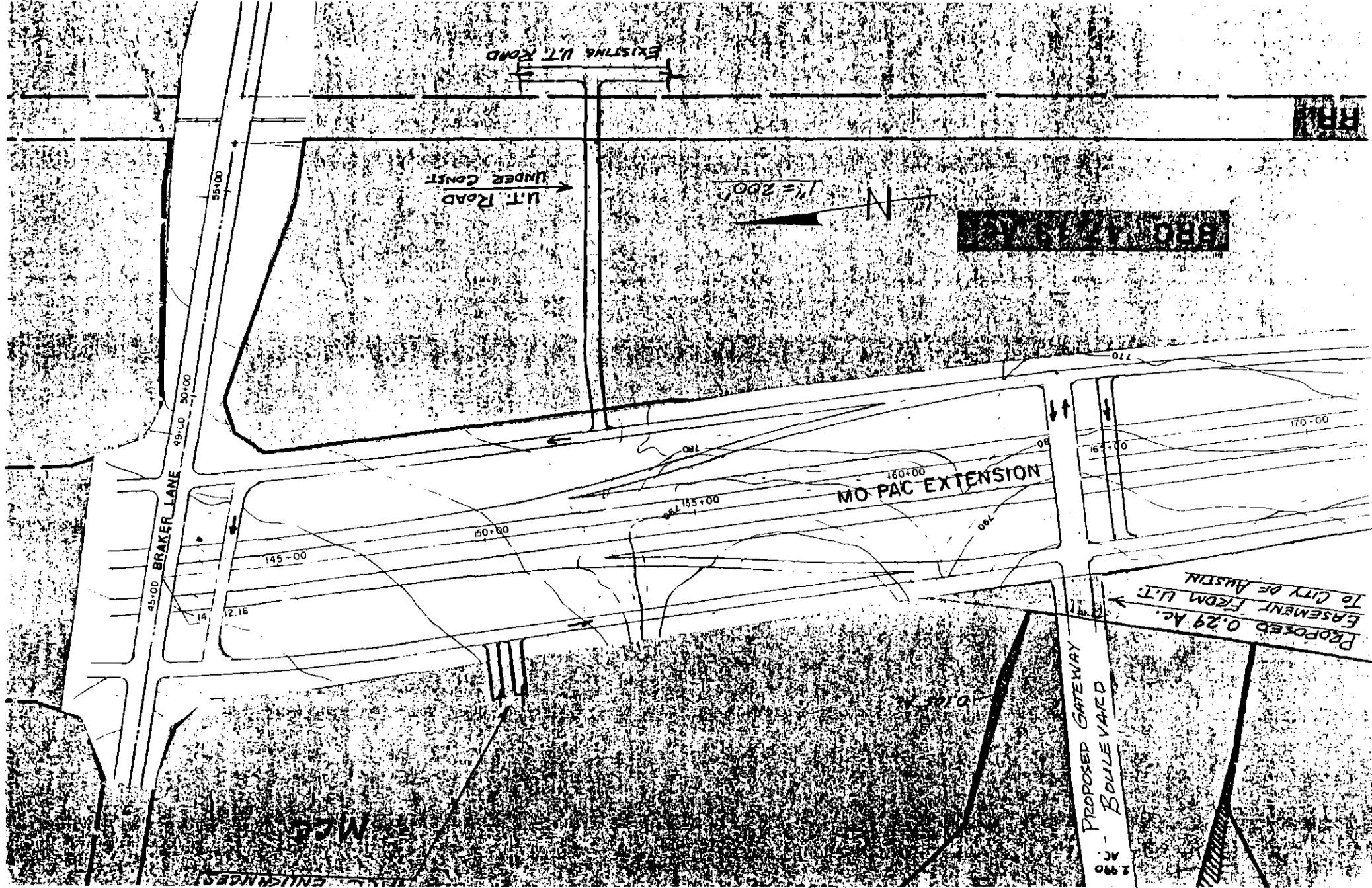
Revised - 3/2/64

Jeryl Hart Engineers, Inc. CONSULTING ENGINEERS AUSTIN, TEXAS	Project No. 63-033	Sheet
	Date March 19 1964	of
	Scale 1" = 200'	

EMER 3PO 2NRNEK

AREA PLAN





6. U. T. El Paso: Recommendation for Approval to Acquire Property from the Hotel Dieu Hospital, El Paso, Texas, for Use by College of Nursing and Allied Health.--

RECOMMENDATION

The Office of the Chancellor concurs with President Monroe's recommendation to acquire property consisting of eight parcels comprising thirteen lots from the Hotel Dieu Hospital, El Paso, Texas, for \$150,000 for use as unimproved parking for U. T. El Paso's College of Nursing and Allied Health.

This item requires the concurrence of the Finance and Audit and Academic Affairs Committees.

BACKGROUND INFORMATION

U. T. El Paso's College of Nursing and Allied Health is located off campus at 1101 North Campbell Street. The referenced property is located across from the College of Nursing and Allied Health and represents the only opportunity to provide off-street parking for students enrolled in the College. It is being offered at \$3.61 per square foot and had an appraised value of \$4.50 per square foot in 1984. The source of funds for this acquisition is the Parking Services Account Balance.

If the proposed purchase is approved by the U. T. Board of Regents, Coordinating Board approval for the purchase will be requested.

7. U. T. El Paso - Request to Waive Underground Easement Policy and to Grant Easement to El Paso Electric Company, El Paso, Texas, for Electric Transmission Line.--

RECOMMENDATION

The Office of the Chancellor concurs with the recommendation of President Monroe that the underground easement policy be waived and that the U. T. Board of Regents grant an easement to El Paso Electric Company, El Paso, Texas, for an electric transmission line as set forth on Pages B&G 18 - 20.

BACKGROUND INFORMATION

The El Paso Electric Company has requested an easement ten feet wide and approximately 1,330 feet in length along the western border of the property owned by U. T. El Paso known as Charlie Davis Park. This land will ultimately be used for the new Physical Plant and Recreational Area. It is crossed by two electrical easements which, if left in their present location, will interfere with any future use of the property. The requested easement will enable the Electric Company to remove the existing electrical distributing systems and consolidate them into one that will follow the property line and not interfere with future University use of the land. The terrain of the Charlie Davis Park area is solid rock and to require an underground installation would be extremely costly.

EASEMENT

Location Index 4106-2842

School District OSI

of El Paso County, Texas for and in consideration of \$1.00 and of other good and valuable consideration, receipt of which is acknowledged, grant unto the El Paso Electric Company, their successors and assigns, the right, privilege and easement to enter upon and erect, construct, operate and maintain an ELECTRICAL DISTRIBUTION SYSTEM, at any time, for the transmission of electricity, electric energy and power, for any and all purposes for which same is or may hereafter be used, over, upon and along the following described premises in El Paso County, Texas, which I/We own or in which I/We have an interest, to wit:

A portion of Hart Pre-Emption Survey number 2, El Paso County, Texas, as described in the METES and BOUNDS DESCRIPTION and ILLUSTRATION contained in the attached EXHIBIT A and EXHIBIT B, and made a part hereof.

Description and Purpose of Easement: This easement is for OVERHEAD lines, poles, crossarms, conduits, fixtures, anchors, guy wires, and all other necessary equipment for an electrical distribution system, together with overhang of service wire and with the rights of ingress and egress thereto for the installation, operation, inspection, repair, maintenance, replacement, renewal and removal thereof and also the right to trim any interfering trees and shrubs so as to keep wires cleared at least thirty-six inches.

Buildings and structures of a permanent nature except fences, boundary walls, walkways and roadways will not be built on or over any easement, or under any overhead electric lines, except with the written consent of the grantee.

IN WITNESS WHEREOF, I/We have hereunto set my/our hands, this _____ day of _____ A.D., 19 _____.

ESTIMATE NO. 84-7-1-00669

(Signature)

J.V. MEMO NO. 9829E

(Signature)

(Printed Name/Title)

ACKNOWLEDGMENT

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 19 _____, by _____

My Commission Expires:

(Notary Public Signature)

Notary Public Printed Name

EASEMENT DESCRIPTION

BEING the description of a utility easement lying in and being a portion of Hart Pre-Emption Survey No. 2, City of El Paso, El Paso County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at the 3" iron pipe with brass cap found for the Northwest corner of the Mesita Subdivision;

THENCE South $14^{\circ}19'00''$ East along the Westerly line of the Mesita Subdivision a distance of 1111.63 feet to a 3" iron pipe with brass cap;

THENCE South $65^{\circ}10'36''$ East continuing along the westerly line of the Mesita Subdivision a distance of 83.62 feet to a 3" iron pipe with brass cap;

THENCE South $24^{\circ}47'54''$ West along the Westerly R.O.W. line of Sun Bowl Drive a distance of 152.75 feet to a point;

THENCE continuing along said R.O.W. line of Sun Bowl Drive a distance of 47.25 feet along the arc of a curve to the left whose radius is 337.63 feet, whose central angle is $08^{\circ}01'06''$ and whose long chord bears South $20^{\circ}47'21''$ West a distance of 47.21 feet to a 3" iron pipe with disk;

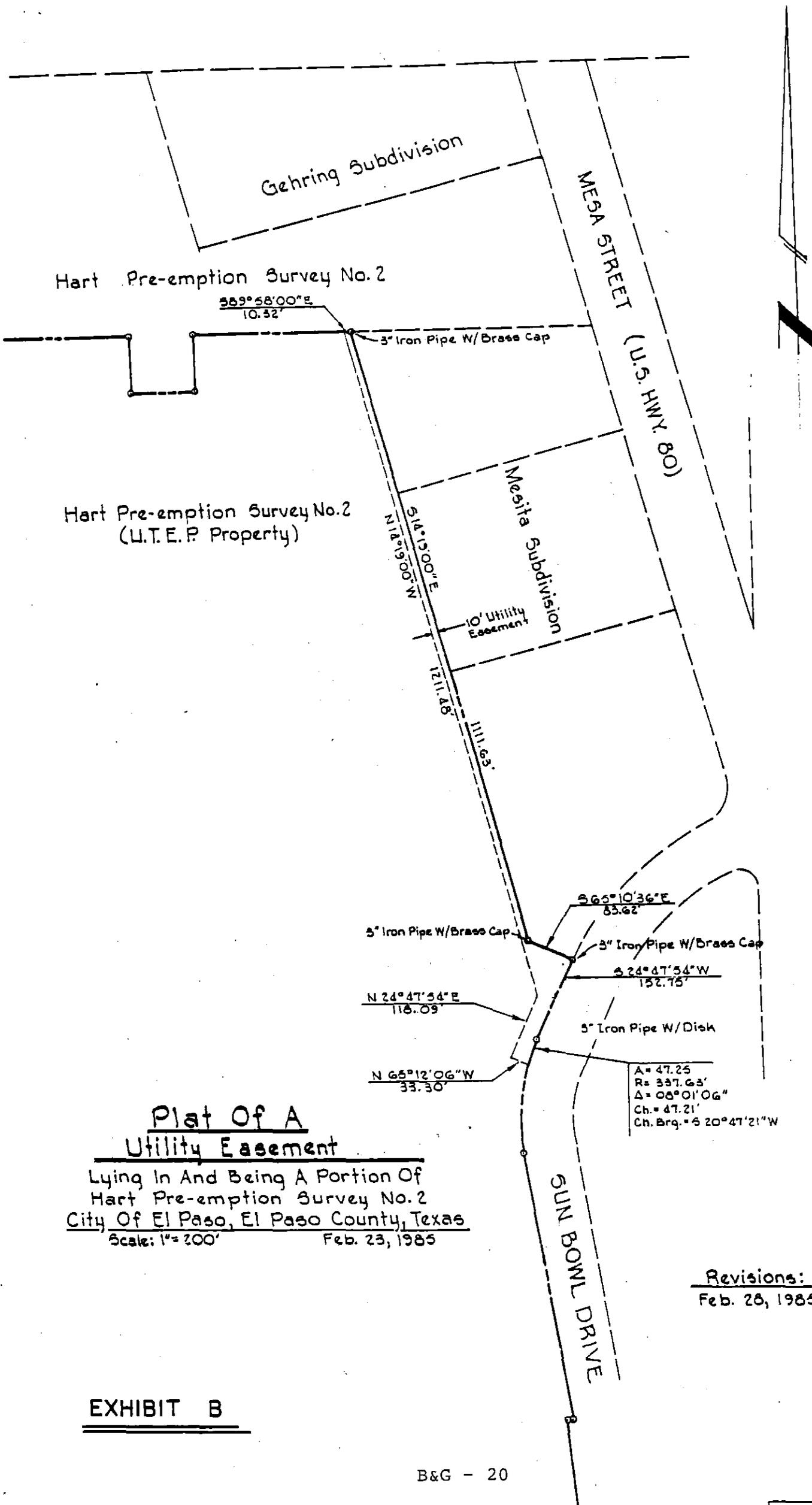
THENCE North $65^{\circ}12'06''$ West a distance of 33.30 feet to a point;

THENCE North $24^{\circ}47'54''$ East a distance of 118.09 feet to a point;

THENCE North $14^{\circ}19'00''$ West a distance of 1211.48 feet to a point;

THENCE South $89^{\circ}58'00''$ East a distance of 10.32 feet to the Point of Beginning of the parcel being described and containing 0.456 acres of land more or less.

EXHIBIT "A"



Plat Of A
Utility Easement

Lying In And Being A Portion Of
Hart Pre-emption Survey No. 2
City Of El Paso, El Paso County, Texas

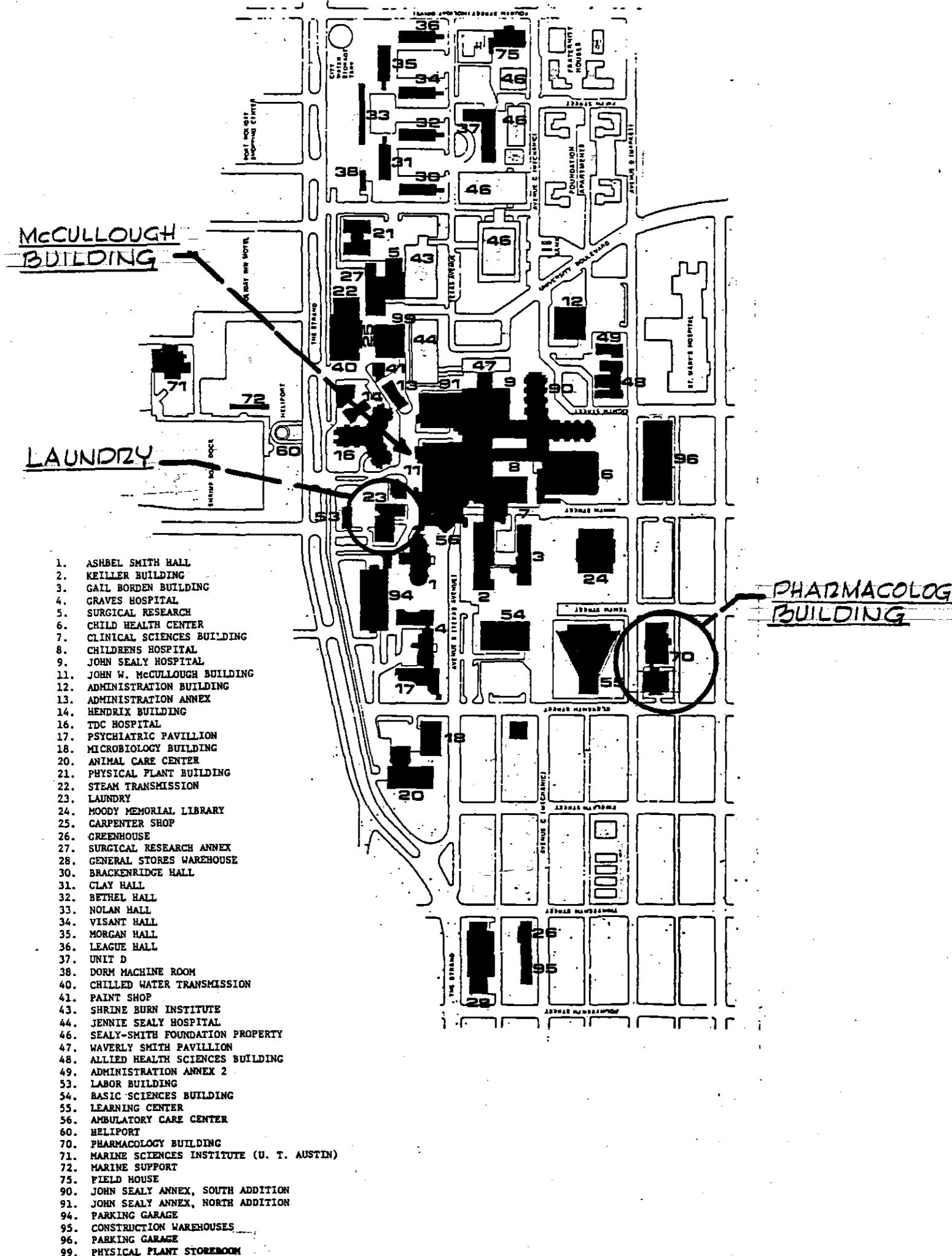
Scale: $1" = 200'$

Feb. 23, 1985

Revisions:
Feb. 28, 1985

EXHIBIT B

U. T. MEDICAL BRANCH AT GALVESTON



1. ASHBEL SMITH HALL
2. KEILLER BUILDING
3. GAIL BORDEN BUILDING
4. GRAVES HOSPITAL
5. SURGICAL RESEARCH
6. CHILD HEALTH CENTER
7. CLINICAL SCIENCES BUILDING
8. CHILDRENS HOSPITAL
9. JOHN SEALY HOSPITAL
11. JOHN W. McCULLOUGH BUILDING
12. ADMINISTRATION BUILDING
13. ADMINISTRATION ANNEX
14. HENDRIX BUILDING
16. TDC HOSPITAL
17. PSYCHIATRIC PAVILLION
18. MICROBIOLOGY BUILDING
20. ANIMAL CARE CENTER
21. PHYSICAL PLANT BUILDING
22. STEAM TRANSMISSION
23. LAUNDRY
24. MOODY MEMORIAL LIBRARY
25. CARPENTER SHOP
26. GREENHOUSE
27. SURGICAL RESEARCH ANNEX
28. GENERAL STORES WAREHOUSE
30. BRACKENRIDGE HALL
31. CLAY HALL
32. BETHEL HALL
33. NOLAN HALL
34. VISANT HALL
35. MORGAN HALL
36. LEAGUE HALL
37. UNIT D
38. DORM MACHINE ROOM
40. CHILLED WATER TRANSMISSION
41. PAINT SHOP
43. SHRINE BURN INSTITUTE
44. JENNIE SEALY HOSPITAL
46. SEALY-SMITH FOUNDATION PROPERTY
47. WAVERLY SMITH PAVILLION
48. ALLIED HEALTH SCIENCES BUILDING
49. ADMINISTRATION ANNEX 2
53. LABOR BUILDING
54. BASIC SCIENCES BUILDING
55. LEARNING CENTER
56. AMBULATORY CARE CENTER
60. HELIPORT
70. PHARMACOLOGY BUILDING
71. MARINE SCIENCES INSTITUTE (U. T. AUSTIN)
72. MARINE SUPPORT
75. FIELD HOUSE
90. JOHN SEALY ANNEX, SOUTH ADDITION
91. JOHN SEALY ANNEX, NORTH ADDITION
94. PARKING GARAGE
95. CONSTRUCTION WAREHOUSES
96. PARKING GARAGE
99. PHYSICAL PLANT STOREROOM

8. U. T. Medical Branch - Galveston - Laundry Building Remodeling: Request for Approval of Change in Funding.--

RECOMMENDATION

The Office of the Chancellor concurs with the recommendation of President Levin that the U. T. Board of Regents approve appropriation of \$500,000 from The Sealy & Smith Foundation grant for the purpose of funding the Laundry Building Remodeling project at The University of Texas Medical Branch at Galveston in lieu of the previously designated Medical Branch Unexpended Plant Funds - Project Allocation.

BACKGROUND INFORMATION

On April 14, 1983, the U. T. Board of Regents authorized a remodeling project for the expansion of the Laundry Building at the U. T. Medical Branch - Galveston. The total project cost was established at \$500,000 and funds were authorized for expenditure from Medical Branch Unexpended Plant Funds - Project Allocation.

Subsequent to this action, The Sealy & Smith Foundation for the John Sealy Hospital awarded to the U. T. Medical Branch - Galveston a \$500,000 grant for the same purpose.

9. U. T. Medical Branch - Galveston - Pharmacology Building - Completion of Departmental Space (Project No. 601-543): Request for Increase in Construction Contract and Total Project Cost, and Additional Appropriation Therefor.--

RECOMMENDATIONS

The Office of the Chancellor concurs with the recommendations of President Levin that the U. T. Board of Regents:

- a. Authorize an increase in the construction contract for the Pharmacology Building - Completion of Departmental Space at the U. T. Medical Branch - Galveston to provide for a containment laboratory on the third floor
- b. Authorize a contract change with Sirron Corporation, Houston, Texas, not to exceed \$573,689 to accomplish this work
- c. Authorize an increase of \$435,677 to the previously approved total project cost of \$2,500,000 resulting in a revised total project cost of \$2,935,677
- d. Appropriate \$435,677 from U. T. Medical Branch Unappropriated Balances and approve the transfer of \$158,428 from furniture and equipment to construction, fees and administrative expenses

This item requires the concurrence of the Finance and Audit Committee.

BACKGROUND INFORMATION

The U. T. Medical Branch - Galveston requests approval to expand the scope of the Pharmacology Building - Completion of Departmental Space project in order to provide for a containment laboratory for research projects involving high hazard toxic materials. It is estimated that the cost of this additional work will be \$594,105 according to the following breakdown:

Construction	\$553,689
Contingency	20,000
Administrative Expenses	11,074
Architect Fees	<u>9,342</u>
	\$594,105

Further, it is recommended that this work be awarded to Sirron Corporation, Houston, Texas, as a change order under the contract awarded by the U. T. Board of Regents at their August 11, 1983 meeting. Sirron Corporation is completing the work order under the original contract, and it is advantageous to the U. T. Medical Branch - Galveston to allow this contractor to construct the proposed laboratory.

10. U. T. Medical Branch - Galveston - Remodeling of John Sealy Hospital (Old Building) - Remodeling of McCullough Building Fourth and Sixth Floors for the Departments of Internal Medicine and Surgery (Project No. 601-577): Request for Approval of Scope Increase, Revised Project Cost, and Additional Appropriation Therefor.--

RECOMMENDATIONS

The Office of the Chancellor concurs with the recommendations of President Levin that the U. T. Board of Regents:

- a. Approve an increase in the remodeling of the fourth and sixth floors of the McCullough Building at the U. T. Medical Branch - Galveston, John Sealy Hospital (Old Building), to include 22,530 square feet on the fifth floor
- b. Approve an increase in the estimated total project cost from \$4,800,000 to \$6,700,000
- c. Appropriate \$1,900,000 for the purpose of funding the additional costs of the expanded project from the grant awarded by The Sealy & Smith Foundation for the John Sealy Hospital

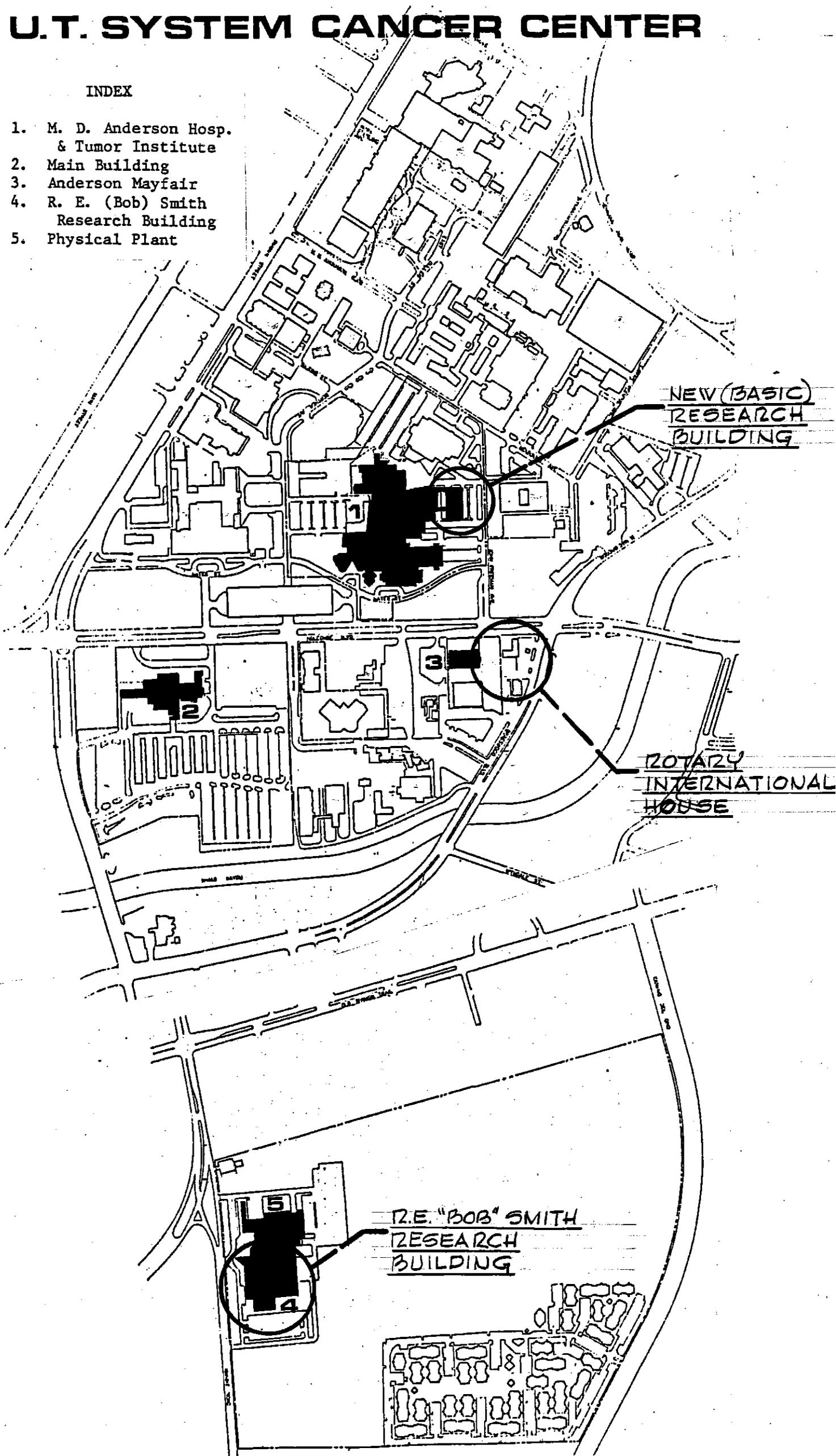
BACKGROUND INFORMATION

On June 14, 1984, the U. T. Board of Regents approved final plans for the remodeling of the fourth and sixth floors of the McCullough Building. The final plans for the project revealed that this remodeling would have a major disruptive impact on the Clinical Laboratory, which is located on the fifth floor and is the next area of the hospital scheduled for renovation.

U.T. SYSTEM CANCER CENTER

INDEX

1. M. D. Anderson Hosp. & Tumor Institute
2. Main Building
3. Anderson Mayfair
4. R. E. (Bob) Smith Research Building
5. Physical Plant



The project architect was asked to determine the feasibility of remodeling all three floors simultaneously. He found that he could, and that by so doing he could shorten the overall project from thirty-two to fourteen months.

This revised plan will be more economical and less disruptive to patient care activities than would the alternative of having the fifth floor remodeling done separately.

The Sealy & Smith Foundation for the John Sealy Hospital has made a grant of \$1,900,000 to provide for all additional costs required by the revised plan. The Sealy & Smith Foundation previously granted \$4,800,000 to finance the original remodeling project.

11. U. T. Cancer Center - New Research Building (Project No. 703-460): Request for Approval of Name Change and Inscription of Plaque.--

RECOMMENDATIONS

The Office of the Chancellor concurs with the recommendations of President LeMaistre that the U. T. Board of Regents:

- a. Approve the name "Basic Research Building" for the New Research Building at the U. T. Cancer Center
- b. Approve the inscription set out below for a plaque to be placed on the building. The inscription follows the standard pattern approved by the U. T. Board of Regents on June 1, 1979.

BASIC RESEARCH BUILDING

1982

BOARD OF REGENTS

James L. Powell, Chairman
Sterling H. Fly, Jr., M.D., Vice-Chairman
Tom B. Rhodes, Vice-Chairman
Jane Weinert Blumberg
(Mrs. Roland K.)
Janey Slaughter Briscoe
(Mrs. Dolph)
Jess Hay
Beryl Buckley Milburn
Jon P. Newton
Howard N. Richards

E. D. Walker
Chancellor, The University
of Texas System
Charles A. LeMaistre, M.D.
President, The University
of Texas System Cancer Center

Golemon & Rolfe Associates, Inc.
Project Architect
Starstone Construction Company
Contractor

BACKGROUND INFORMATION

On July 11, 1980, the U. T. Board of Regents authorized a project for the construction of approximately 120,000 square feet for a new research addition at the U. T. Cancer Center, and on December 3, 1982, awarded a construction contract to Starstone Construction Company, Pittsburgh, Pennsylvania. It is anticipated that construction of this facility will be completed in mid-summer 1985.

The U. T. Cancer Center requests that this new facility be given the name "Basic Research Building" and that authorization be given for the design and installation of a dedication plaque bearing that name. An allowance is included in the construction contract for such a plaque.

12. U. T. Cancer Center - Rotary International House (Project No. 703-534): Presentation of Preliminary Plans and Cost Estimate.--

RECOMMENDATION

The Office of the Chancellor concurs with the recommendation of President LeMaistre that the U. T. Board of Regents approve the preliminary plans and cost estimate for the Rotary International House at the U. T. Cancer Center at an estimated total project cost of \$26,577,000.

With this approval, the U. T. Cancer Center will continue to work with the Rotary International House in raising the \$10 million in donated capital as authorized by the U. T. Board of Regents. When the donated capital has been raised, authorization will be requested from the U. T. Board of Regents for the sale of revenue bonds to complete the funding of this project and to proceed with the development of final plans and specifications.

BACKGROUND INFORMATION

In accordance with authorization of the U. T. Board of Regents on August 9, 1984, preliminary plans, an architectural rendering and a detailed cost estimate for the Rotary International House at the U. T. Cancer Center have been prepared by the Project Architect, Golemon & Rolfe Associates, Inc., and Werlin-Deane and Associates, a Joint Venture, Houston, Texas.

The new Rotary International House will be located south of M. D. Anderson Hospital and across Holcombe Boulevard on a 3.7 acre tract of land adjacent to the Anderson Mayfair. The fifteen-story facility will contain 306 guest rooms, a 200 seat multi-purpose restaurant with kitchen, four meeting rooms each with the capacity to seat fifty, offices, and administrative and functional support areas. There will be surface parking near the main entrance and a four-story garage structure, accommodating approximately 475 cars with the capability of future expansion.

The hotel building contains 226,572 gross square feet and the garage and connecting bridge contain 162,149 square feet resulting in a total of 388,721 gross square feet. The estimated construction cost is \$21,403,000 resulting in an average construction cost of \$55 per square foot. The estimated total project cost is \$26,577,000.

13. U. T. Cancer Center - The R. E. "Bob" Smith Research Building - Reroofing: Request for Project Authorization; Submission to Coordinating Board; Preparation of Final Plans; Advertisement for Bids; Award of Contract; and Appropriation Therefor.--

RECOMMENDATIONS

The Office of the Chancellor concurs with the recommendations of President LeMaistre that the U. T. Board of Regents:

- a. Authorize a project for the reroofing of the R. E. "Bob" Smith Research Building at the U. T. Cancer Center at an estimated project cost of \$408,000
- b. Authorize submission of the project to the Coordinating Board, Texas College and University System
- c. Authorize the preparation of final plans and specifications by the U. T. Cancer Center Administration with its own forces or through contract services, in consultation with the Office of Facilities Planning and Construction
- d. Subject to approval of the Coordinating Board, authorize the Office of Facilities Planning and Construction to advertise for bids following completion of final review
- e. Authorize the U. T. Cancer Center Administration to award a construction contract within the authorized project cost
- f. Appropriate \$408,000 from Unexpended Plant Funds Unappropriated Balances Account for total project funding

This item requires the concurrence of the Finance and Audit Committee.

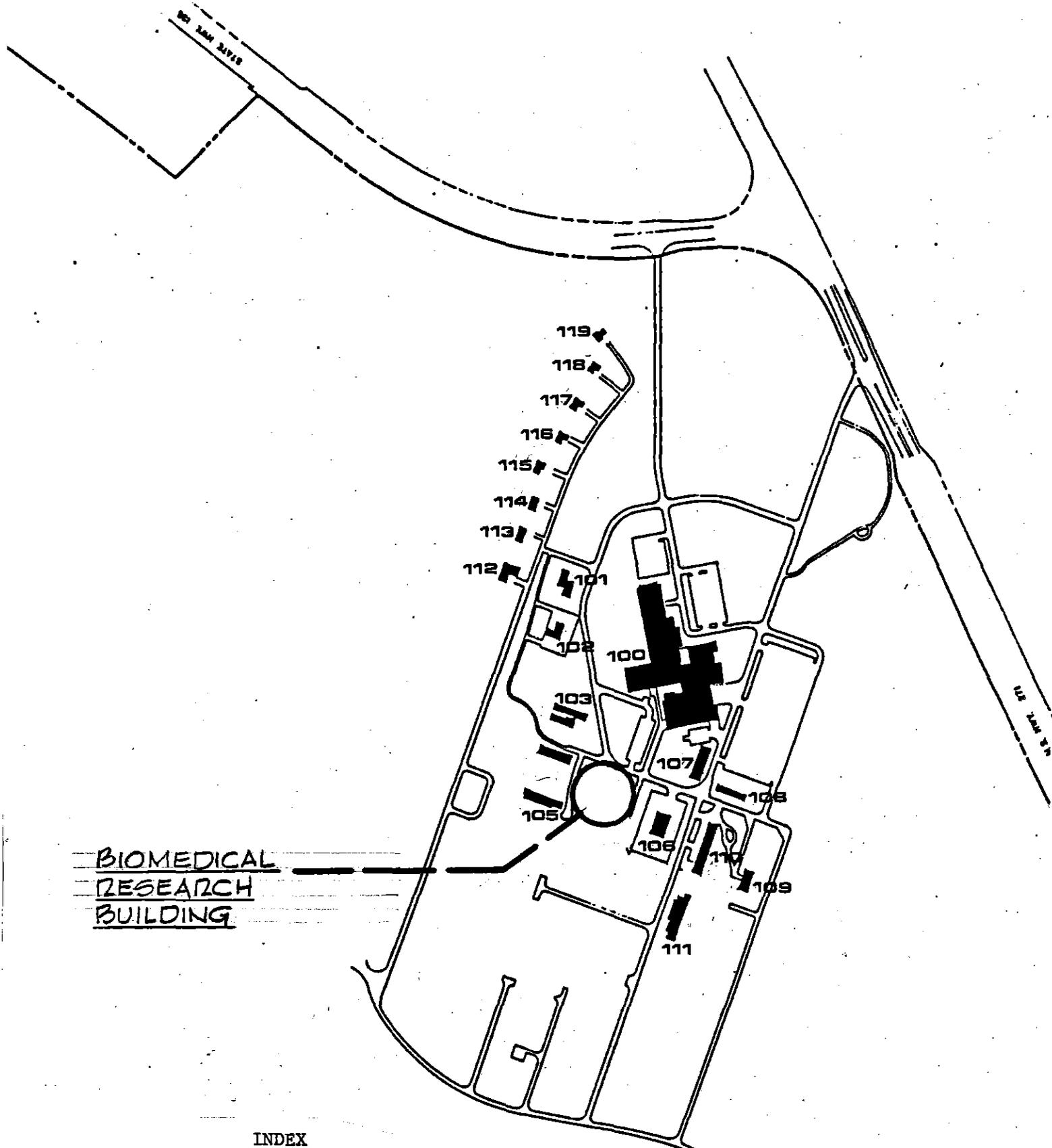
BACKGROUND INFORMATION

Numerous leaks have been occurring in the roof of the R. E. "Bob" Smith Research Building at the U. T. Cancer Center. These leaks could do a great deal of damage to expensive research equipment and jeopardize the well-being of research animals.

Attempts have been made by the U. T. Cancer Center Physical Plant staff and by outside roofing contractors to locate and repair these leaks and, while these attempts have been somewhat successful, other leaks continue to develop. Core samples which have been taken of the built-up roof indicate that the insulation layer has become saturated in many areas making it virtually impossible to correct the problems without complete replacement of the roof.

This replacement will involve disconnecting and reinstalling mechanical equipment, repairing or replacing flashing and drains, and installing three-ply high performance built-up membrane over new insulation. The estimated cost to replace the 68,000 square feet of roof is \$408,000 or approximately \$6 per square foot.

U. T. HEALTH CENTER AT TYLER



BIOMEDICAL
RESEARCH
BUILDING

INDEX

- 100 Main Building
- 101 Dept. of Experimental Pathology/Environmental Science
- 102 Tyler Asbestos Worker and Texas Chest Foundation Bldg.
- 103 Depts. of Occupational Therapy, Clinical Studies and Medical Computing Building
- 104 Classroom, Lab & Animal Resource Fac.
- 105 Storage Building
- 106 Motor Pool and Storage Shed
- 107 Supply Warehouse
- 108 Warehouse
- 109 Boiler House
- 110 General Shop & Maintenance Bldg.
- 111 Laundry Building
- 112 Duplex
- 113 Employee Residence
- 114 Employee Residence
- 115 Employee Residence
- 116 Employee Residence
- 117 Employee Residence
- 118 Student Housing
- 119 Employee Residence

14. U. T. Health Center - Tyler - Biomedical Research Building (Project No. 801-583): Request for Approval of Final Plans, and Authorization to Advertise for Bids Upon Completion of Final Review and for Executive Committee to Award Contract.--

RECOMMENDATIONS

The Office of the Chancellor concurs with the recommendations of Director Hurst that the U. T. Board of Regents:

- a. Approve the final plans and specifications for the Biomedical Research Building at the U. T. Health Center - Tyler at an estimated total project cost of \$8,990,275
- b. Authorize the Office of Facilities Planning and Construction to advertise for bids upon completion of final review
- c. Authorize the Executive Committee to award all contracts associated with this project within the project cost

BACKGROUND INFORMATION

In accordance with authorization of the U. T. Board of Regents on February 14, 1985, final plans and specifications for the Biomedical Research Building at the U. T. Health Center - Tyler have been prepared by the Project Architect, Simons - Clark Associates, Tyler, Texas.

The new facility will provide research laboratories with adjoining offices and common areas for equipment, support facilities, administrative offices, and meeting rooms. The total floor area covered by this project is approximately 70,000 gross square feet with an estimated construction cost of \$7,560,000 resulting in an average unit cost of \$108 per square foot.

This project was approved by the Coordinating Board, Texas College and University System on July 19, 1984.

Funds in the amount of the estimated total project cost of \$8,990,275 have been appropriated from Unexpended Plant Funds.

Land and Investment Committee

LAND AND INVESTMENT COMMITTEE
Committee Chairman Milburn

Date: April 11, 1985
Time: Following the meeting of the Buildings and
Grounds Committee
Place: Building B, 6th Floor, North Conference Room
U. T. Health Center - Tyler

Page
L&I

I. Permanent University Fund

A. Investment Matters

Report on Clearance of Monies to
Permanent University Fund for
January and February 1985, and
Report on Oil and Gas Development
as of February 28, 1985

7

B. Land Matters

Permanent University Fund - Uni-
versity Lands: Proposed Changes
in University's Rate and Damage
Schedules Effective April 15, 1985

8

II. Trust and Special Funds

A. Gifts, Bequests and Estates

U. T. ARLINGTON

1. Recommendation to Accept Gift to
Establish the Coy Garrett Inter-
collegiate Athletics Endowment

8

U. T. AUSTIN

2. Elsie and Stanley E. (Skinny)
Adams, Sr. Centennial Fellowship
in Liberal Arts in the College of
Liberal Arts - Recommendation to
Accept Transfers of Funds and
Redesignate as the Elsie and
Stanley E. (Skinny) Adams, Sr.
Centennial Professorship in Liberal
Arts
3. Recommendation to Accept Bequest,
Gifts, and Pledges to Establish the
John P. Commons Teaching Fellowship
in the Graduate School of Library
and Information Science and Establish
the GSLIS Alumni Teaching Fellowship
in the Graduate School of Library
and Information Science with
Matching Funds Under The Regents'
Endowed Teachers and Scholars
Program

9

9

4. Recommendation to Establish the A. Dalton Cross Professorship at Law in the School of Law 10
5. Recommendation to Accept Gifts and Pledges to Establish the Parker C. Fielder Regents Professorship in Tax Law in the School of Law and Establish the Parker C. Fielder Regents Professorship in Music in the College of Fine Arts with Matching Funds Under The Regents' Endowed Teachers and Scholars Program 10
6. Earnest F. Gloyna Regents Chair in Engineering in the College of Engineering - Recommendation to Accept Gifts and Establish the Lectureship in Art in the College of Fine Arts with Matching Funds Under The Regents' Endowed Teachers and Scholars Program 11
7. Recommendation to Accept Gifts and Pledges to Establish the H. E. Hartfelder/The Southland Corporation Regents Chair for Effective Business Leadership in the College of Business Administration and Graduate School of Business and Establish the H. E. Hartfelder/The Southland Corporation Regents Chair in Human Resource Development in the College of Education with Matching Funds Under The Regents' Endowed Teachers and Scholars Program 11
8. Recommendation to Establish the Thad T. Hutcheson Professorship in Law in the School of Law 12
9. Recommendation to Accept Gifts to Establish the Fred L. and Frances J. Oliver Lectureship in Texas Hydrology and Water Resources in the College of Natural Sciences and Eligibility for Matching Funds Under The Regents' Endowed Teachers and Scholars Program 13
10. Recommendation to Establish the Will E. Orgain Lectureship Fund in the School of Law (No Publicity) 13
11. The Pharmaceutical Foundation Regents Professorship in Pharmacy in the College of Pharmacy - Recommendation to Redesignate as the Jacques P. Servier Regents Professorship in Pharmacy 14

12. Recommendation to Accept Bequest and Transfer of Funds to Establish the Louis T. Yule Fellowship in Engineering and the Banks McLaurin Fellowship in Engineering in the College of Engineering and Eligibility for Matching Funds Under The Regents' Endowed Teachers and Scholars Program 14
13. Recommendation for Allocation of Additional Matching Funds Under The Regents' Endowed Teachers and Scholars Program for Previously Established Endowed Academic Positions 15
14. Recommendation to Accept Transfer of Funds to Establish the Alamo City Endowed Scholarship for Pianists in the College of Fine Arts 16
15. Mr. and Mrs. Fred T. Couper Gift - Recommendation to Accept Additional Undivided Interest in Real Property in Harris County, Texas, from Mr. and Mrs. Fred T. Couper, Houston, Texas (No Publicity) 17
16. Recommendation to Accept Gifts and Pledges to Establish Four Thomas J. Dimiceli Endowed Presidential Scholarships in Accounting in the College of Business Administration and the Graduate School of Business 17
17. Recommendation to Accept Transfer of Funds to Establish The University of Texas at Austin Retired Faculty-Staff Association Scholarship Fund 18
18. Recommendation to Accept Gift to Establish the Dalies Frantz Endowed Scholarship Fund in the College of Fine Arts 18
19. Recommendation to Accept Gift to Establish (a) the H. E. B. Grocery Company Endowed Presidential Scholarship in Food Distribution, (b) the H. E. B. Grocery Company Endowed Scholarship in Food Distribution, and (c) Seven H. E. B. Grocery Company Endowed Scholarships in Food Distribution, All in the College of Business Administration and the Graduate School of Business 19
20. Recommendation to Accept Transfer of Funds to Establish the H. L. Lochte Fellowship/Scholarship in the College of Natural Sciences 19

	<u>Page</u> <u>L&I</u>
21. Recommendation to Accept Gift and Transfer of Funds to Establish the Pitkin Endowed Scholarship in the College of Fine Arts	20
U. T. EL PASO	
22. Recommendation to Accept Gift of Land in El Paso County, Texas, from Basil E. and Dorothy J. Craddock, Longwood, Florida	20
23. Recommendation to Accept Gifts to Establish The Bruce Davidson Memorial Graduate Student Award Fund	20
24. Recommendation to Accept Transfer of Funds to Establish the Dr. R. Milton Leech Endowed Fund for Drama	21
25. Recommendation to Accept Gift to Establish the James Maurice Engineering Fund	21
U. T. PERMIAN BASIN	
26. Recommendation to Transfer Funds from the U. T. Permian Basin Merit Awards to Establish the Davidson Family Charitable Foundation Scholarship Fund	22
U. T. TYLER	
27. Recommendation to Accept Gift and Pledge to Establish the H. J. McKenzie Presidential Endowed Scholarship	22
U. T. HEALTH SCIENCE CENTER - DALLAS	
28. (U. T. Southwestern Medical School - Dallas): Lectureship in the Brain Sciences - Recommendation to Redesignate as the Professorship in the Brain Sciences and Eligibility for Matching Funds Under the Texas Eminent Scholars Program	23
29. (U. T. Southwestern Medical School - Dallas): Robert W. Lackey Visiting Professorship - Recommendation to Accept Additional Gifts and Eligibility for Matching Funds Under the Texas Eminent Scholars Program	23
30. (U. T. Southwestern Medical School - Dallas): Robert L. Moore Professorship in Pediatrics - Recommendation to Accept Additional Gifts and Eligibility for Matching Funds Under the Texas Eminent Scholars Program	24

31. (U. T. Southwestern Medical School - Dallas): Recommendation to Accept Gifts of Property (McKinney Expressway Joint Venture) and Cash to Establish The Berta M. and Cecil O. Patterson Professorship for Research in Digestive Diseases and Eligibility for Matching Funds Under the Texas Eminent Scholars Program 24
- U. T. HEALTH SCIENCE CENTER - HOUSTON
32. Recommendation to Accept a Transfer of Funds and Pledge to Establish The William N. Finnegan III Development Board Professorship in the Dental Sciences 25
33. Recommendation to Accept Gift to Establish The Matching Scholarship Fund 25
- U. T. HEALTH SCIENCE CENTER - SAN ANTONIO
34. Recommendation to Accept Gift to Establish the Meadows Foundation Teaching Fellowship in Child Psychiatry and Eligibility for Matching Funds Under the Texas Eminent Scholars Program 26
- U. T. CANCER CENTER
35. (U. T. M.D. Anderson Hospital - Houston): Senator A. M. Aikin, Jr. Chair - Recommendation to Accept Transfer of Funds and Eligibility for Matching Funds Under the Texas Eminent Scholars Program 26
36. (U. T. M.D. Anderson Hospital - Houston): Recommendation to Accept Transfers of Funds to Establish The Dr. Leonard C. Doubleday Lectureship in Diagnostic Imaging 27
37. (U. T. M.D. Anderson Hospital - Houston): The Irving and Nadine Mansfield and Robert David Levitt Cancer Research Professorship - Recommendation to Accept Transfer of Funds and Redesignate as The Irving and Nadine Mansfield and Robert David Levitt Cancer Research Chair and Eligibility for Matching Funds Under the Texas Eminent Scholars Program 27
38. (U. T. M.D. Anderson Hospital - Houston): Recommendation to Accept Gift to Establish The McCullough Cancer Research Fund 28

B. Real Estate Matters

U. T. EL PASO

1. Estate of Josephine Clardy Fox -
Recommendation to Sell Property at
5230 and 5120 Paisano Drive, El Paso,
Texas, to El Paso National Bank,
El Paso, Texas 28

U. T. TYLER

2. Sam A. Lindsey Endowment Fund - Rec-
ommendation for Oil and Gas Lease
to the Wilder Exploration Company,
Tyler, Texas 29

I. PERMANENT UNIVERSITY FUND

A. INVESTMENT MATTERS

Report on Clearance of Monies to Permanent University Fund for January and February, 1985, and Report on Oil and Gas Development as of February 28, 1985.--The following reports with respect to (a) certain monies cleared to the Permanent University Fund for January and February, 1985, and (b) Oil and Gas Development as of February 28, 1985, are submitted by the Executive Director for Investments and Trusts:

Permanent University Fund	January, 1985	February, 1985	Cumulative Through February of This Fiscal Year (1984-1985)	Cumulative Through February of Preceding Fiscal Year (1983-1984)	Per Cent Change
Royalty					
Oil	\$ 7,673,313.15	\$ 8,272,681.75	\$51,713,228.18	\$ 54,059,806.37	(4.34%)
Gas	2,546,858.14	2,911,132.77	15,371,622.23	19,624,610.44	(21.67%)
Sulphur	56,096.69	88,968.47	227,972.92	50,000.00	
Water	11,474.19	8,953.24	170,935.99	239,314.58	
Brine	7,559.49	8,023.82	47,454.52	109,004.19	
Trace Minerals	-0-	8,000.00	8,000.00	-0-	
Rental					
Oil and Gas Leases	578,142.82	747,909.91	1,646,542.28	1,328,282.07	
Other	697.96	8,143.67	9,573.59	1,597.96	
Sale of Sand, Gravel, Etc.	7,386.75	1,650.00	16,708.00	6,724.75	
Gain or (Loss) on Sale of Securities	6,157,732.96	1,876,868.66	11,864,555.68	23,929,753.05	
Sub-Total	17,039,262.15	13,932,332.29	81,076,593.39	99,349,093.41	(18.39%)
Bonuses					
Oil and Gas Lease Sales	-0-	-0-	-0-	7,006,200.00	
Amendments and Extensions to Mineral Leases	6,625.71	(1,200.00)	227,270.46	215,427.19	
Total Bonuses	6,625.71	(1,200.00)	227,270.46	7,221,627.19	
TOTAL CLEARANCES	\$17,045,887.86	\$13,931,132.29	\$81,303,863.85	\$106,570,720.60	(23.71%)

Oil and Gas Development - February 28, 1985
Acreage Under Lease - 852,254

Number of Producing Acres - 557,358

Number of Producing Leases - 2,246

B. LAND MATTERS

Permanent University Fund - University Lands: Proposed Changes in University's Rate and Damage Schedules Effective April 15, 1985.--

RECOMMENDATION

The Office of the Chancellor recommends the following changes in the Rate and Damage Schedules for University Lands to be effective April 15, 1985:

CURRENT:

<u>Pipelines</u>	<u>Easements - New Construction/Rod</u>	<u>Damages/Rod</u>
a. Lines under 12"	\$4.50	\$4.00
b. Lines 12" & under 36"	9.50	6.00
c. Lines 36" & over	negotiated	negotiated

PROPOSED:

a. Lines under 12"	4.50	4.00
b. Lines 12" & under 24"	9.50	6.00
c. Lines 24" & over	negotiated	negotiated

BACKGROUND INFORMATION

There has been a sudden increase in rates charged for large pipeline easements in the West Texas area where University Lands are located. The right to negotiate for these easements will give the University the flexibility to set its rate for its ten-year easement at a more current price and thereby obtain additional monies.

II. TRUST AND SPECIAL FUNDS

A. GIFTS, BEQUESTS AND ESTATES

1. U. T. Arlington: Recommendation to Accept Gift to Establish the Coy Garrett Intercollegiate Athletics Endowment.--

RECOMMENDATION

The Office of the Chancellor concurs with President Nedderman's recommendation to accept a \$15,000 gift from Coy E. Garrett & Associates, Arlington, Texas, to establish the Coy Garrett Intercollegiate Athletics Endowment at U. T. Arlington.

Income earned from the endowment will be used to grant scholarships to qualified athletes selected by the U. T. Arlington Athletic Department.

BACKGROUND INFORMATION

Mr. Coy E. Garrett, President of Coy E. Garrett & Associates, received his undergraduate degree in Mechanical Engineering in 1964, and his Master's Degree in Engineering Mechanics in 1969, at U. T. Arlington. Mr. Garrett has been a member of the Maverick Club for ten years and has worked with the U. T. Arlington Alumni Association.

2. U. T. Austin: Elsie and Stanley E. (Skinny) Adams, Sr. Centennial Fellowship in Liberal Arts in the College of Liberal Arts - Recommendation to Accept Transfers of Funds and Redesignate as the Elsie and Stanley E. (Skinny) Adams, Sr. Centennial Professorship in Liberal Arts.--

RECOMMENDATION

The Office of the Chancellor concurs with President Flawn's recommendation to accept transfers of funds from the income accounts of the Elsie and Stanley E. (Skinny) Adams, Sr. Centennial Fellowship in Liberal Arts in the amount of \$9,000 and the Lamar Savings Association Centennial Professorship in Finance in the amount of \$1,000, for a total of \$10,000, for addition to the Stanley E. (Skinny) Adams, Sr. Centennial Fellowship in Liberal Arts in the College of Liberal Arts at U. T. Austin for a total endowment of \$100,000.

It is further recommended that the Elsie and Stanley E. (Skinny) Adams, Sr. Centennial Fellowship in Liberal Arts be redesignated as the Elsie and Stanley E. (Skinny) Adams, Sr. Centennial Professorship in Liberal Arts.

BACKGROUND INFORMATION

The Elsie and Stanley E. (Skinny) Adams, Sr. Centennial Fellowship in Liberal Arts was established at the August 11-12, 1983 meeting of the U. T. Board of Regents with \$80,000 in matching funds under The Centennial Teachers and Scholars Program. These matching funds were generated by a gift from the Lamar Financial Corporation of Austin, Texas. At the April 12-13, 1984 U. T. Board of Regents' meeting, the endowment of the Fellowship was increased with \$10,000 in matching funds under The Regents' Endowed Teachers and Scholars Program which were generated by additional gifts to the Christie and Stanley E. Adams, Jr. Centennial Fellowship in Liberal Arts.

3. U. T. Austin: Recommendation to Accept Bequest, Gifts, and Pledges to Establish the John P. Commons Teaching Fellowship in the Graduate School of Library and Information Science and Establish the GSLIS Alumni Teaching Fellowship in the Graduate School of Library and Information Science with Matching Funds Under The Regents' Endowed Teachers and Scholars Program.--

RECOMMENDATION

The Office of the Chancellor concurs with President Flawn's recommendation to accept a \$30,000 bequest from the Estate of Mr. John P. Commons, Los Angeles, California, \$16,638.25 in gifts, and \$18,976.75 in pledges, due prior to August 31, 1987,

from various donors for a total of \$65,615 to establish the John P. Commons Teaching Fellowship in the Graduate School of Library and Information Science at U. T. Austin.

It is further recommended that the bequest, gifts, and pledges, as received, be matched under The Regents' Endowed Teachers and Scholars Program and used to establish the GSLIS Alumni Teaching Fellowship in the Graduate School of Library and Information Science.

BACKGROUND INFORMATION

Mr. John P. Commons, who died on November 22, 1983, was a member of the Graduate School of Library and Information Science Foundation Advisory Council at U. T. Austin.

4. U. T. Austin: Recommendation to Establish the A. Dalton Cross Professorship at Law in the School of Law.--

RECOMMENDATION

The Office of the Chancellor reports that The University of Texas Law School Foundation (an external foundation) has expressed the desire that the A. Dalton Cross Professorship at Law be established in the School of Law at U. T. Austin. The Office of the Chancellor concurs with President Flawn's recommendation that the professorship, to be funded by The University of Texas Law School Foundation, be established in accordance with the Regents' Rules and Regulations. The funds for the professorship will be held and administered by The University of Texas Law School Foundation per the agreement with the Foundation.

BACKGROUND INFORMATION

The University of Texas Law School Foundation has received a bequest from the Estate of Mr. A. Dalton Cross, San Antonio, Texas, of money and property with a value in excess of \$225,000 to endow a professorship in the School of Law.

Mr. Cross received a B.A. and a L.L.B. in 1932 from U. T. Austin. He was a member of the law firm of Lang, Cross, Ladon, Boldrick, & Green, P.C., in San Antonio, Texas, at the time of his death in 1983.

5. U. T. Austin: Recommendation to Accept Gifts and Pledges to Establish the Parker C. Fielder Regents Professorship in Tax Law in the School of Law and Establish the Parker C. Fielder Regents Professorship in Music in the College of Fine Arts with Matching Funds Under The Regents' Endowed Teachers and Scholars Program.--

RECOMMENDATION

The Office of the Chancellor concurs with President Flawn's recommendation to accept \$11,720 in gifts and \$5,250 in pledges, due prior to August 31, 1987, from various donors and a \$100,000 pledge, due prior to August 31, 1987, from Chamberlain, Hrdlicka, White, Johnson & Williams of Houston, Texas, for a total of \$116,970 to establish the Parker C.

Fielder Regents Professorship in Tax Law in the School of Law at U. T. Austin.

It is further recommended that the gifts and pledges, as received, be matched under The Regents' Endowed Teachers and Scholars Program and used to establish the Parker C. Fielder Regents Professorship in Music in the College of Fine Arts.

BACKGROUND INFORMATION

Mr. Parker C. Fielder, deceased, was a 1948 graduate of the U. T. Austin School of Law and a member of the U. T. Austin School of Law faculty for over thirty years. He was a Professor and the holder of the W. H. Francis, Jr. Professorship in Law at the time of his death in January 1985.

6. U. T. Austin: Earnest F. Gloyna Regents Chair in Engineering in the College of Engineering - Recommendation to Accept Gifts and Establish the Lectureship in Art in the College of Fine Arts with Matching Funds Under The Regents' Endowed Teachers and Scholars Program.--

RECOMMENDATION

The Office of the Chancellor concurs with President Flawn's recommendation to accept \$27,333 in gifts from various donors for addition to the Earnest F. Gloyna Regents Chair in Engineering in the College of Engineering at U. T. Austin.

It is further recommended that the gifts be matched under The Regents' Endowed Teachers and Scholars Program and used to establish a Lectureship in Art in the College of Fine Arts which will be more specifically designated at a later date.

BACKGROUND INFORMATION

The Earnest F. Gloyna Regents Chair in Engineering was established with \$67,000 in gift funds and \$933,000 in matching funds under The Regents' Endowed Teachers and Scholars Program at the February 14-15, 1985 meeting of the U. T. Board of Regents. These funds were raised under a special program to establish thirty-two chairs in the Colleges of Natural Sciences and Engineering as authorized at the April 12-13, 1984 meeting of the U. T. Board of Regents.

7. U. T. Austin: Recommendation to Accept Gifts and Pledges to Establish the H. E. Hartfelder/The Southland Corporation Regents Chair for Effective Business Leadership in the College of Business Administration and the Graduate School of Business and Establish the H. E. Hartfelder/The Southland Corporation Regents Chair in Human Resource Development in the College of Education with Matching Funds Under The Regents' Endowed Teachers and Scholars Program.--

RECOMMENDATION

The Office of the Chancellor concurs with President Flawn's recommendation to accept gifts from Vara of Texas, Inc., Austin, Texas, in the amount of \$30,000 and from Tex, Inc.,

Austin, Texas, in the amount of \$20,000 on behalf of Mrs. Pat Hartfelder Haberman, Austin, Texas, a \$50,000 pledge from Mr. John Thompson, Dallas, Texas, and a \$400,000 pledge from Mr. Richard Haberman, Austin, Texas, for a total of \$500,000 to establish the H. E. Hartfelder/The Southland Corporation Regents Chair for Effective Business Leadership in the College of Business Administration and the Graduate School of Business at U. T. Austin. The pledges are due prior to August 31, 1987.

It is further recommended that the gifts and pledges, as received, be matched under The Regents' Endowed Teachers and Scholars Program and used to establish the H. E. Hartfelder/The Southland Corporation Regents Chair in Human Resource Development in the College of Education.

BACKGROUND INFORMATION

Mr. Richard Haberman, owner and operator of Vara of Texas, Inc., and Pok-e-Joes Smokehouse, Inc., and Mr. John Thompson, Chairman and Chief Executive Officer of The Southland Corporation, are making these gifts and pledges in memory of Mrs. Haberman's father, Mr. Herbert E. Hartfelder, deceased. Mr. Hartfelder joined The Southland Corporation in Dallas, Texas, in 1936. He served on the Board of Directors and was President and Vice-Chairman.

8. U. T. Austin: Recommendation to Establish the Thad T. Hutcheson Professorship in Law in the School of Law.--

RECOMMENDATION

The Office of the Chancellor reports that The University of Texas Law School Foundation (an external foundation) has expressed the desire that the Thad T. Hutcheson Professorship in Law be established in the School of Law at U. T. Austin. The Office of the Chancellor concurs with President Flawn's recommendation that the professorship, to be funded by The University of Texas Law School Foundation, be established in accordance with the Regents' Rules and Regulations. The funds for the professorship will be held and administered by The University of Texas Law School Foundation per the agreement with the Foundation.

BACKGROUND INFORMATION

The University of Texas Law School Foundation has received a \$34,000 gift and \$66,000 pledge, payable prior to March 31, 1987, for a total endowment of \$100,000, from the law firm of Hutcheson & Grundy, Houston, Texas, to endow a professorship in the School of Law.

Mr. Thaddeus T. Hutcheson, Sr., a 1940 U. T. Austin School of Law graduate, is a member of The Ex-Students' Association.

9. U. T. Austin: Recommendation to Accept Gifts to Establish the Fred L. and Frances J. Oliver Lectureship in Texas Hydrology and Water Resources in the College of Natural Sciences and Eligibility for Matching Funds Under The Regents' Endowed Teachers and Scholars Program.--

RECOMMENDATION

The Office of the Chancellor concurs with President Flawn's recommendation to accept gifts totaling \$25,000 from Mr. and Mrs. Fred L. Oliver, Dallas, Texas, to establish the Fred L. and Frances J. Oliver Lectureship in Texas Hydrology and Water Resources in the Department of Geological Sciences, College of Natural Sciences, U. T. Austin.

It is further recommended that these gifts be matched under The Regents' Endowed Teachers and Scholars Program. A designation for use of the matching allocation will be made at a later time.

BACKGROUND INFORMATION

Mr. Fred L. Oliver, President of Greenbrier Operating Company, Dallas, Texas, received a B.S. in Physics and in Geology in 1951 from U. T. Austin. He is a member of The President's Associates and a Life Member of The Ex-Students' Association.

10. U. T. Austin: Recommendation to Establish the Will E. Orgain Lectureship Fund in the School of Law (No Publicity).--

RECOMMENDATION

The Office of the Chancellor reports that The University of Texas Law School Foundation (an external foundation) has expressed the desire that the Will E. Orgain Lectureship Fund be established in the School of Law at U. T. Austin. The Office of the Chancellor concurs with President Flawn's recommendation that the lectureship, to be funded by The University of Texas Law School Foundation, be established in accordance with the Regents' Rules and Regulations. The funds for the lectureship will be held and administered by The University of Texas Law School Foundation.

BACKGROUND INFORMATION

The University of Texas Law School Foundation received gifts from Mr. B. D. Orgain, Beaumont, Texas, in 1965 and 1966, to establish an endowment in memory of his father, Will E. Orgain, a 1906 U. T. Austin School of Law graduate. The current endowment totals \$46,154.26.

Mr. B. D. Orgain received a B.A. and a L.L.B. in 1933 from U. T. Austin. He is a member of the Development Board, The University of Texas Law School Foundation, a Life Member of The Ex-Students' Association, and The Chancellor's Council.

NO PUBLICITY

11. U. T. Austin: The Pharmaceutical Foundation Regents Professorship in Pharmacy in the College of Pharmacy - Recommendation to Redesignate as the Jacques P. Servier Regents Professorship in Pharmacy.--

RECOMMENDATION

The Office of the Chancellor concurs with President Flawn's recommendation to redesignate The Pharmaceutical Foundation Regents Professorship in Pharmacy in the College of Pharmacy at U. T. Austin as the Jacques P. Servier Regents Professorship in Pharmacy.

This recommendation is being made in accordance with a request from the Pharmaceutical Foundation Advisory Council.

BACKGROUND INFORMATION

The Pharmaceutical Foundation Regents Professorship in Pharmacy was established with \$30,000 in gifts and \$70,000 in pledges from members of the Pharmaceutical Foundation Advisory Council at the June 14-15, 1984 U. T. Board of Regents' meeting.

Dr. Jacques P. Servier is President and Chairman of the Board of Servier Laboratories, Gidy, France. Servier Laboratories is the fourth largest pharmaceutical company in France.

12. U. T. Austin: Recommendation to Accept Bequest and Transfer of Funds to Establish the Louis T. Yule Fellowship in Engineering and the Banks McLaurin Fellowship in Engineering in the College of Engineering and Eligibility for Matching Funds Under The Regents' Endowed Teachers and Scholars Program.--

RECOMMENDATION

The Office of the Chancellor concurs with President Flawn's recommendation to accept a bequest of \$70,107.25 from the Estate of Louis T. Yule, Georgetown, Texas, and a \$29,892.75 transfer of previously reported gifts for a total of \$100,000 to establish the Louis T. Yule Fellowship in Engineering and the Banks McLaurin Fellowship in Engineering in the College of Engineering at U. T. Austin with \$50,000 each.

It is further recommended that the bequest and transfer be matched under The Regents' Endowed Teachers and Scholars Program. A designation for use of the matching allocation will be made at a later date.

BACKGROUND INFORMATION

Mr. Louis T. Yule, who died in January 1984, was a 1933 U. T. Austin graduate. He bequeathed an undivided twenty-five percent of his estate to the College of Engineering for unrestricted use. This \$70,107.25 represents a ninety percent distribution of the assets of the estate.

Mr. Banks McLaurin, deceased, received a B.S. in 1911, and a M.S. in 1928, from U. T. Austin. He joined the faculty as an instructor in 1925, and was appointed Professor Emeritus upon his retirement in 1961.

13. U. T. Austin: Recommendation for Allocation of Additional Matching Funds Under The Regents' Endowed Teachers and Scholars Program for Previously Established Endowed Academic Positions.--

RECOMMENDATION

The Office of the Chancellor concurs with President Flawn's recommendation to allocate matching funds totaling \$150,506 from The Regents' Endowed Teachers and Scholars Program for additional gifts to the endowments of the following previously established endowed academic positions at U. T. Austin:

<u>Eligible Position, Date of Establishment, and Donor</u>	<u>Matching Designation</u>	<u>Total Previously Approved</u>	<u>Additional Gifts/Pledges</u>
--	---------------------------------	--	-------------------------------------

College of Communication

DeWitt Carter Reddick Centennial Professor- ship in Journalism Education 6/10-11/82	DeWitt C. Reddick Cen- tennial Lec- tureship in Communication	\$136,889.00	\$ 3,275.00
---	---	--------------	-------------

Donor: Various Donors

Lyndon B. Johnson School of Public Affairs

Stephen H. Spurr Centennial Fellowship 8/11-12/83	Add to Fellowship	62,970.00	525.00
---	----------------------	-----------	--------

Donor: Various Donors

College of Liberal Arts

Dallas TACA Centennial Professorship in the Humanities 8/9-10/84	Centennial Professorship in Liberal Arts	100,000.00	53,400.00
---	---	------------	-----------

Donor: TACA, Inc.

Liz Sutherland Carpenter Distin- guished Visiting Lec- tureship in the Humanities and Sciences 8/11-12/83	Add to Lectureship	66,894.89	7,011.00
--	-----------------------	-----------	----------

Donor: Various Donors

College of Natural Sciences

Morgan J. Davis Cen- tennial Professorship in Petroleum Geology 4/7-8/82	Add to Professorship	152,647.39	24,000.00
---	-------------------------	------------	-----------

Donor: Various Donors

Dr. Joe Thorne Gilbert Centennial Lectureship in Health Professions 6/16-17/83	Add to Lectureship	35,535.00	100.00
---	-----------------------	-----------	--------

Donor: A. W. Harris

<u>Eligible Position, Date of Establishment, and Donor</u>	<u>Matching Designation</u>	<u>Total Previously Approved</u>	<u>Additional Gifts/Pledges</u>
William T. Stokes Cen- tennial Teaching Fel- lowship in Geological Sciences 8/12-13/82	Add to Fellowship	50,000.00	20,000.00

Donor: Mr. William T. Stokes

Samuel T. and Fern Yanagisawa Regents Professorship in Astronomy 8/9-10/84	Frank N. Edmonds, Jr. Regents Pro- fessorship in Astronomy	100,000.00	7,195.00
--	--	------------	----------

Donor: Mr. Samuel T. Yanagisawa

College of Pharmacy

Henry M. Burlage Cen- tennial Endowed Professorship in Pharmacy 8/12-13/82	Add to Professorship	100,179.00	10,000.00
--	-------------------------	------------	-----------

Donor: Various Donors

The Hoechst-Roussel Centennial Endowed Professorship in Pharmacy 2/28-29/80	Add to Professorship	150,000.00	25,000.00
---	-------------------------	------------	-----------

Donor: Various Donors

BACKGROUND INFORMATION

The additional gifts to each endowment fund have been reported in the institutional docket or small gifts report.

14. U. T. Austin: Recommendation to Accept Transfer of Funds to Establish the Alamo City Endowed Scholarship for Pianists in the College of Fine Arts.--

RECOMMENDATION

The Office of the Chancellor concurs with President Flawn's recommendation to accept a transfer of previously reported gifts totaling \$10,061.48 from U. T. Austin restricted funds to establish the Alamo City Endowed Scholarship for Pianists in the Department of Music, College of Fine Arts.

Income earned from the endowment will be used to award an annual scholarship to a deserving student studying piano.

BACKGROUND INFORMATION

The "Alamo City Piano Scholarship Benefit" was held in San Antonio, Texas, on September 23, 1984, for the purpose of establishing this endowment to support students studying piano.

15. U. T. Austin: Mr. and Mrs. Fred T. Couper Gift - Recommendation to Accept Additional Undivided Interest in Real Property in Harris County, Texas, from Mr. and Mrs. Fred T. Couper, Houston, Texas (No Publicity).--

RECOMMENDATION

The Office of the Chancellor concurs with the recommendation of President Flawn to accept an additional gift of an undivided 2% interest in 1.75 acres, John D. Taylor Survey, Abstract 72, City of Houston, Harris County, Texas, from Mr. and Mrs. Fred T. Couper, Houston, Texas, for the benefit of U. T. Austin. This additional gift, when added to the previously accepted 38% interest, will bring the total surface interest owned by the U. T. Board of Regents to 40%. A recommendation for specific use of this gift will be submitted to the U. T. Board of Regents for consideration at a later date.

BACKGROUND INFORMATION

The original 33 1/3% interest in this 1.75 acre tract, with a market value in excess of \$200,000, was donated by Mr. and Mrs. Fred T. Couper and was accepted by the U. T. Board of Regents at its meeting on July 10-11, 1980. An additional 4 2/3% interest in this tract, with a market value of \$27,988, was donated by Mr. and Mrs. Fred T. Couper and accepted by the U. T. Board of Regents at its meeting on October 11-12, 1984. Mr. Couper is a 1930 B.A. graduate of U. T. Austin and a 1932 graduate of the School of Law. Mrs. Couper attended U. T. Austin from 1931 to 1936, and currently serves on the College of Fine Arts Foundation Advisory Council. Mr. and Mrs. Couper have also made other contributions to U. T. Austin over the past few years.

NO PUBLICITY

16. U. T. Austin: Recommendation to Accept Gifts and Pledges to Establish Four Thomas J. Dimiceli Endowed Presidential Scholarships in Accounting in the College of Business Administration and the Graduate School of Business.--

RECOMMENDATION

The Office of the Chancellor concurs with President Flawn's recommendation to accept \$60,712.34 in gifts and \$57,632.66 in pledges for a total of \$118,345 from various donors and corporate matching funds from the Arthur Andersen & Co. Foundation, Chicago, Illinois, to establish four Thomas J. Dimiceli Endowed Presidential Scholarships in Accounting with equal funding in the College of Business Administration and the Graduate School of Business at U. T. Austin.

It is further recommended that if sufficient additional gifts and pledges are received to raise the total funding to \$125,000, a fifth scholarship be established. These five scholarships will be funded with \$25,000 each.

Income earned from the endowment will be used to provide annual scholarships to upper-division students in the area of accounting with special interest in the field of taxation in the College of Business Administration and the Graduate School of Business.

BACKGROUND INFORMATION

Family, friends, and former business associates of Thomas J. Dimiceli, deceased, have provided gifts and pledges to establish these endowed scholarships in his memory. Mr. Dimiceli, a 1971 U. T. Austin graduate, was a former employee of Arthur Andersen & Co. in Houston, Texas.

17. U. T. Austin: Recommendation to Accept Transfer of Funds to Establish The University of Texas at Austin Retired Faculty-Staff Association Scholarship Fund.--

RECOMMENDATION

The Office of the Chancellor concurs with President Flawn's recommendation to accept a transfer of previously reported gifts totaling \$11,300 from U. T. Austin restricted funds to establish The University of Texas at Austin Retired Faculty-Staff Association Scholarship Fund.

The donors have requested that earnings on this endowment be used to award a scholarship to an undergraduate or graduate student in good standing.

BACKGROUND INFORMATION

Members of the Retired Faculty-Staff Association at U. T. Austin, their families and friends have donated gifts to establish this endowment. The association was founded in April 1982, and currently has 600 members consisting of former faculty/staff from U. T. Austin and the U. T. System.

18. U. T. Austin: Recommendation to Accept Gift to Establish the Dalies Frantz Endowed Scholarship Fund in the College of Fine Arts.--

RECOMMENDATION

The Office of the Chancellor concurs with President Flawn's recommendation to accept a \$2,500 gift from Mr. Raymond D. Woods, Austin, Texas, and \$7,500 of corporate matching funds from the Exxon Education Foundation, Florham Park, New Jersey, for a total of \$10,000 to establish the Dalies Frantz Endowed Scholarship Fund in the Department of Music, College of Fine Arts, U. T. Austin.

BACKGROUND INFORMATION

Mr. Dalies Frantz, formerly of Lafayette, Colorado, died on December 1, 1965. He was a Professor of Music at U. T. Austin from 1943 to 1965, and became an honorary member of Phi Beta Kappa in 1957.

Mr. Raymond D. Woods received a M.A. in Geology in 1934 from U. T. Austin and is a member of The Chancellor's Council and The President's Associates. He has previously funded endowments for faculty and scholarships at U. T. Austin.

19. U. T. Austin: Recommendation to Accept Gift to Establish (a) the H. E. B. Grocery Company Endowed Presidential Scholarship in Food Distribution, (b) the H. E. B. Grocery Company Endowed Scholarship in Food Distribution, and (c) Seven H. E. B. Grocery Company Endowed Scholarships in Food Distribution, All in the College of Business Administration and the Graduate School of Business.--

RECOMMENDATION

The Office of the Chancellor concurs with President Flawn's recommendation to accept a \$110,000 gift from the H. E. Butt Grocery Company, Corpus Christi, Texas, to establish the following scholarships in the College of Business Administration and the Graduate School of Business at U. T. Austin:

- a. H. E. B. Grocery Company Endowed Presidential Scholarship in Food Distribution with \$25,000
- b. H. E. B. Grocery Company Endowed Scholarship in Food Distribution with \$15,000
- c. Seven H. E. B. Grocery Company Endowed Scholarships in Food Distribution with \$10,000 each

BACKGROUND INFORMATION

The H. E. Butt Grocery Company is a privately held company founded in 1905 by Mrs. Florence Butt in Kerrville, Texas. Her grandson, Mr. Charles C. Butt, is the present Chairman and President of the company which has grown from one store into a chain serving South Texas. The H. E. Butt Grocery Company has made several previous gifts to U. T. Austin.

20. U. T. Austin: Recommendation to Accept Transfer of Funds to Establish the H. L. Lochte Fellowship/Scholarship in the College of Natural Sciences.--

RECOMMENDATION

The Office of the Chancellor concurs with President Flawn's recommendation to accept a \$10,000 transfer of previously reported gifts to establish the H. L. Lochte Fellowship/Scholarship in the Department of Chemistry, College of Natural Sciences, U. T. Austin.

Income earned from the endowment will be used to grant undergraduate scholarships and graduate fellowships in the Department of Chemistry.

BACKGROUND INFORMATION

Dr. H. L. Lochte, deceased, joined the U. T. Austin faculty as an instructor in the Department of Chemistry in 1922. He retired in 1967 as Professor Emeritus, after forty-five years on the faculty.

21. U. T. Austin: Recommendation to Accept Gift and Transfer of Funds to Establish the Pitkin Endowed Scholarship in the College of Fine Arts.--

RECOMMENDATION

The Office of the Chancellor concurs with President Flawn's recommendation to accept a \$5,250 gift from Mr. William Pitkin, Ingram, Texas, and the transfer of a previously reported gift of \$5,000 from U. T. Austin restricted funds for a total of \$10,250 to establish the Pitkin Endowed Scholarship in the Department of Drama, College of Fine Arts, U. T. Austin.

Income earned from the endowment will be used to provide scholarship assistance to creative and worthy undergraduate and graduate students studying scene design.

BACKGROUND INFORMATION

Mr. William Asbury Pitkin, formerly of Odin, Illinois, was an instructor of History at U. T. Austin in 1933, and is making this gift in honor of his parents, Loren H. Pitkin, deceased, and Letha M. Pitkin Jarrell.

22. U. T. El Paso: Recommendation to Accept Gift of Land in El Paso County, Texas, from Basil E. and Dorothy J. Craddock, Longwood, Florida.--

RECOMMENDATION

The Office of the Chancellor concurs with President Monroe's recommendation to accept a gift of Lots 4, 5, and 6, Block 30, Unit 43, Horizon City Estates, El Paso County, Texas, from Basil E. and Dorothy J. Craddock, of Longwood, Florida, for the general unrestricted use of U. T. El Paso.

BACKGROUND INFORMATION

Mr. Basil Craddock is a former student of U. T. El Paso.

23. U. T. El Paso: Recommendation to Accept Gifts to Establish The Bruce Davidson Memorial Graduate Student Award Fund.--

RECOMMENDATION

The Office of the Chancellor concurs with President Monroe's recommendation to accept gifts in the amount of \$2,230 from students, friends, and associates of Mr. Bruce Davidson, deceased, and a \$10,000 gift from Mr. and Mrs. John K. Davidson, Silver Spring, Maryland, for a total of \$12,230.00 to establish The Bruce Davidson Memorial Graduate Student Award Fund at U. T. El Paso.

Income earned from the endowment will be used to grant an award to an outstanding student enrolled in the graduate, preferably doctorate, program in the Department of Geological Sciences at U. T. El Paso. Selection of the student will be based upon approved guidelines under the direction of the Chairman of the Department of Geological Sciences and the Dean of the Graduate School.

BACKGROUND INFORMATION

The late Mr. Bruce Davidson, in whose honor this endowment fund is named, was a U. T. El Paso graduate student in the Department of Geological Sciences when he was killed in an accident.

24. U. T. El Paso: Recommendation to Accept Transfer of Funds to Establish the Dr. R. Milton Leech Endowed Fund for Drama.--

RECOMMENDATION

The Office of the Chancellor concurs with President Monroe's recommendation to accept a transfer of previously reported gifts totaling \$10,747.16 from various donors to establish the Dr. R. Milton Leech Endowed Fund for Drama at U. T. El Paso.

Income earned from the endowment will be used to grant scholarships to qualified students in the Department of Drama. Students will be selected by the Standing Committee of the Leech Fund in cooperation with the U. T. El Paso Scholarship Office.

BACKGROUND INFORMATION

Dr. R. Milton Leech, in whose honor this endowment fund is named, retired from U. T. El Paso in 1984, after thirty-five years of outstanding service, and was named Professor Emeritus. During his tenure at the University, Dr. Leech founded the Children's Theatre Program, and served as costumer, theatre director, professor, department chairman, dean of administration, vice president for academic affairs, and acting president.

25. U. T. El Paso: Recommendation to Accept Gift to Establish the James Maurice Engineering Fund.--

RECOMMENDATION

The Office of the Chancellor concurs with President Monroe's recommendation to accept a \$10,000 gift from Mr. James Maurice, Phoenix, Arizona, to establish the James Maurice Engineering Fund at U. T. El Paso.

Income earned from the endowment fund will be for unrestricted use by the Dean of the College of Engineering to improve the quality of academic programs in the College of Engineering at U. T. El Paso.

BACKGROUND INFORMATION

Mr. Maurice graduated from U. T. El Paso with a B.S. degree in Metallurgical Engineering in 1940. He has been a member of the Alumni Matrix Society for the past fifteen years and is currently a member of the President's Associates at U. T. El Paso.

26. U. T. Permian Basin: Recommendation to Transfer Funds from the U. T. Permian Basin Merit Awards to Establish the Davidson Family Charitable Foundation Scholarship Fund.--

RECOMMENDATION

The Office of the Chancellor concurs with President Leach's recommendation to transfer \$20,000 from the U. T. Permian Basin Merit Awards to establish the Davidson Family Charitable Foundation Scholarship Fund at U. T. Permian Basin. This recommendation is being made in accordance with the donor's request.

BACKGROUND INFORMATION

These funds were donated by the Davidson Family Charitable Foundation, Fort Worth, Texas, in November 1982. The Davidson Family Charitable Foundation was established by legal instrument dated December 29, 1961, with The Fort Worth National Bank named as trustee. Mr. C. J. Davidson, deceased, formerly of Fort Worth, Texas, initiated funding for the foundation and bequeathed his residuary estate to the foundation upon his death in 1978. The Davidson Family Charitable Foundation has been supporting scholarships in the Department of Home Economics at U. T. Austin since 1968.

27. U. T. Tyler: Recommendation to Accept Gift and Pledge to Establish the H. J. McKenzie Presidential Endowed Scholarship.--

RECOMMENDATION

The Office of the Chancellor concurs with President Hamm's recommendation to accept a \$5,000 gift and a \$20,000 pledge, payable over a five-year period, for a total of \$25,000 from Ms. Nancy Lake, Tyler, Texas, to establish the H. J. McKenzie Presidential Endowed Scholarship at U. T. Tyler.

Income earned from the endowment will be used to grant annual scholarships to outstanding students at U. T. Tyler.

BACKGROUND INFORMATION

Ms. Nancy Lake, a U. T. Austin graduate, is a member of the U. T. Austin and U. T. Tyler President's Associates. Ms. Lake serves on the Board of Directors of the U. T. Tyler Educational Foundation and on the Development Boards of U. T. Tyler and the U. T. Health Center - Tyler.

28. U. T. Health Science Center - Dallas (U. T. Southwestern Medical School - Dallas): Lectureship in the Brain Sciences - Recommendation to Redesignate as the Professorship in the Brain Sciences and Eligibility for Matching Funds Under the Texas Eminent Scholars Program.--

RECOMMENDATION

The Office of the Chancellor and President Sprague report a \$50,000 payment on a \$200,000 pledge from the Communities Foundation of Texas, Inc., Dallas, Texas, for addition to the Lectureship in the Brain Sciences at the U. T. Southwestern Medical School - Dallas of the U. T. Health Science Center - Dallas for a total endowment of \$100,000. In accordance with the donor's wishes, it is recommended that the Lectureship in the Brain Sciences be redesignated as the Professorship in the Brain Sciences.

It is further recommended that the actual income which will be earned on the \$50,000 payment be certified to the appropriate State authorities for matching under the Texas Eminent Scholars Program as set out in Chapter 51, Subchapter I, of the Texas Education Code, when matching funds are made available under that act.

BACKGROUND INFORMATION

At their April 12-13, 1984 meeting, the U. T. Board of Regents established the Lectureship in the Brain Sciences with a cash grant of \$50,000 and a \$200,000 pledge, for a total of \$250,000, from the Communities Foundation of Texas, Inc.

The Communities Foundation of Texas, Inc. is comprised of prominent Dallas individuals. The Foundation provides grant funds to selected institutions.

29. U. T. Health Science Center - Dallas (U. T. Southwestern Medical School - Dallas): Robert W. Lackey Visiting Professorship - Recommendation to Accept Additional Gifts and Eligibility for Matching Funds Under the Texas Eminent Scholars Program.--

RECOMMENDATION

The Office of the Chancellor concurs with President Sprague's recommendation to accept additional gifts totaling \$4,180 from various donors of the Southwestern Medical School Alumni - Dallas for addition to the Robert W. Lackey Visiting Professorship for a total endowment of \$61,072.35 at the U. T. Southwestern Medical School - Dallas of the U. T. Health Science Center - Dallas.

It is further recommended that the actual income which will be earned on the gifts of \$4,180 be certified to the appropriate State authorities for matching under the Texas Eminent Scholars Program as set out in Chapter 51, Subchapter I, of the Texas Education Code, when matching funds are made available under that act.

BACKGROUND INFORMATION

Dr. Robert W. Lackey, deceased, was one of the original faculty members of the Southwestern Medical College in 1943, was the first chairman of the Department of Physiology and was honored as Professor Emeritus of Physiology at the U. T. Health Science Center - Dallas.

The Robert W. Lackey Visiting Professorship was established by the U. T. Board of Regents at their meeting on December 13-14, 1984.

30. U. T. Health Science Center - Dallas (U. T. Southwestern Medical School - Dallas): Robert L. Moore Professorship in Pediatrics - Recommendation to Accept Additional Gifts and Eligibility for Matching Funds Under the Texas Eminent Scholars Program.--

RECOMMENDATION

The Office of the Chancellor concurs with President Sprague's recommendation to accept gifts totaling \$26,800 from various donors for addition to the Robert L. Moore Professorship in Pediatrics for a total endowment of \$457,891.75 at the U. T. Southwestern Medical School - Dallas of the U. T. Health Science Center - Dallas.

It is further recommended that these gifts of \$26,800 be certified to the appropriate State authorities for matching under the Texas Eminent Scholars Program as set out in Chapter 51, Subchapter I, of the Texas Education Code, when matching funds are made available under that act.

BACKGROUND INFORMATION

At its October 11-12, 1984 meeting, the U. T. Board of Regents established the Robert L. Moore Professorship in Pediatrics with a gift of \$302,908.08 from various donors. Additional funds of \$96,400 and \$18,847.57 were accepted at the December 13-14, 1984 and the February 14-15, 1985 meetings, respectively. Interim earnings of \$12,936.10 and the current gift of \$26,800 bring the total endowment to \$457,891.75.

Robert L. Moore, M.D., practiced medicine in Dallas, Texas, for fifty years and was chief of pediatrics at the Baylor University Medical Center from 1946 until 1967. He also served as president of the Texas and the Dallas Pediatric Societies.

31. U. T. Health Science Center - Dallas (U. T. Southwestern Medical School - Dallas): Recommendation to Accept Gifts of Property (McKinney Expressway Joint Venture) and Cash to Establish The Berta M. and Cecil O. Patterson Professorship for Research in Digestive Diseases and Eligibility for Matching Funds Under the Texas Eminent Scholars Program.--

RECOMMENDATION

The Office of the Chancellor concurs with President Sprague's recommendation to accept a gift valued at \$100,000 consisting of 1.20699% interest in the McKinney Expressway Joint Venture

from Mrs. Lowell H. Lebermann, Dallas, Texas, and a cash gift of \$25,000 from Mrs. Cecil O. Patterson, Dallas, Texas, for a total of \$125,000 to establish The Berta M. and Cecil O. Patterson Professorship for Research in Digestive Diseases at the U. T. Southwestern Medical School - Dallas of the U. T. Health Science Center - Dallas.

It is further recommended that the actual income which will be earned on the gifts of \$125,000, as received, be certified to the appropriate State authorities for matching under the Texas Eminent Scholars Program as set out in Chapter 51, Subchapter I, of the Texas Education Code, when matching funds are made available under that act.

BACKGROUND INFORMATION

Mrs. Lowell H. Lebermann is establishing this professorship in honor of her parents, Berta M. Patterson and Cecil O. Patterson, M.D., Dallas, Texas.

32. U. T. Health Science Center - Houston: Recommendation to Accept a Transfer of Funds and Pledge to Establish The William N. Finnegan III Development Board Professorship in the Dental Sciences.--

RECOMMENDATION

The Office of the Chancellor concurs with President Bulger's recommendation to accept a transfer of \$50,000 and a pledge of \$50,000, payable in 1986, from the U. T. Health Science Center - Houston institutional funds for a total of \$100,000 to establish The William N. Finnegan III Development Board Professorship in the Dental Sciences.

BACKGROUND INFORMATION

Mr. William N. Finnegan III, Houston, Texas, is a graduate of the U. T. Austin School of Law. He is a member of the U. T. Health Science Center - Houston President's Club and is a past president of the Development Board.

33. U. T. Health Science Center - Houston: Recommendation to Accept Gift to Establish The Matching Scholarship Fund.--

RECOMMENDATION

The Office of the Chancellor concurs with President Bulger's recommendation to accept a \$100,000 gift from the M. D. Anderson Foundation, Houston, Texas, to establish The Matching Scholarship Fund at the U. T. Health Science Center - Houston.

Income from this endowment will be awarded as scholarships to minority students with the potential to be outstanding medical students.

BACKGROUND INFORMATION

The M. D. Anderson Foundation is establishing this endowment to assist minority students with their education and to encourage them to settle in Houston, where minority physicians are desperately needed. Houston has been losing its most talented minority students to out-of-state schools and in some cases to Dallas, San Antonio or Galveston.

The Acting Dean and faculty of the U. T. Medical School - Houston have pledged \$297,500 over a five-year period to be paid from practice plan income for the purpose of matching the income of this endowment and others with a similar purpose.

34. U. T. Health Science Center - San Antonio: Recommendation to Accept Gift to Establish the Meadows Foundation Teaching Fellowship in Child Psychiatry and Eligibility for Matching Funds Under the Texas Eminent Scholars Program.--

RECOMMENDATION

The Office of the Chancellor concurs with President Howe's recommendation to accept a \$50,000 gift from the Meadows Foundation, Inc., Dallas, Texas, to establish the Meadows Foundation Teaching Fellowship in Child Psychiatry at the U. T. Health Science Center - San Antonio.

It is further recommended that the actual income which will be earned on the \$50,000 gift be certified to the appropriate State authorities for matching under the Texas Eminent Scholars Program as set out in Chapter 51, Subchapter I, of the Texas Education Code, when matching funds are made available under that act.

BACKGROUND INFORMATION

The Meadows Foundation, Inc. was incorporated in 1948 by the late Algur and Virginia Meadows to benefit the people of Texas. The Foundation supports activities in the areas of health, education, social service, civic and cultural programs, and the arts. Mr. Meadows was a founder of General American Oil Co. of Texas, one of the largest independent oil and gas production companies in the United States.

35. U. T. Cancer Center (U. T. M.D. Anderson Hospital - Houston): Senator A. M. Aikin, Jr. Chair - Recommendation to Accept Transfer of Funds and Eligibility for Matching Funds Under the Texas Eminent Scholars Program.--

RECOMMENDATION

The Office of the Chancellor concurs with President LeMaistre's recommendation to accept a \$363,265.36 transfer of funds from the 1983 Annual Campaign Fund for addition to the Senator A. M. Aikin, Jr. Chair at the U. T. M.D. Anderson Hospital - Houston of the U. T. Cancer Center for a total endowment of \$1,000,000.

It is further recommended that the actual income which will be earned on the \$363,265.36 transfer be certified to the appropriate State authorities for matching under the Texas Eminent Scholars Program as set out in Chapter 51, Subchapter I, of the Texas Education Code, when matching funds are made available under that act.

BACKGROUND INFORMATION

At its December 10-11, 1981 meeting, the U. T. Board of Regents established the Senator A. M. Aikin, Jr. Chair with a transfer of \$300,000 from the U. T. Cancer Center Physicians Referral Service Fund for matching of memorial gifts from various donors. An additional transfer of \$255,258.74 was accepted at the August 11-12, 1983 meeting. Interim earnings of \$81,475.90 and the current transfer of \$363,265.36 bring the total endowment to \$1,000,000.

36. U. T. Cancer Center (U. T. M.D. Anderson Hospital - Houston): Recommendation to Accept Transfers of Funds to Establish The Dr. Leonard C. Doubleday Lectureship in Diagnostic Imaging.--

RECOMMENDATION

The Office of the Chancellor concurs with President LeMaistre's recommendation to accept transfers of \$17,565.81 from the Doubleday designated fund and \$2,434.19 from the Physicians Referral Service Fund for a total of \$20,000 to establish The Dr. Leonard C. Doubleday Lectureship in Diagnostic Imaging at the U. T. M.D. Anderson Hospital - Houston of the U. T. Cancer Center.

Income earned from the endowment will be used to support an annual lecturer in diagnostic imaging.

BACKGROUND INFORMATION

Dr. Leonard C. Doubleday was employed as a part-time radiologist at the U. T. Cancer Center during which time he donated a substantial portion of his salary to various programs within the Department of Diagnostic Radiology. Establishing this lectureship will honor Dr. Doubleday for his many contributions to the U. T. Cancer Center.

37. U. T. Cancer Center (U. T. M.D. Anderson Hospital - Houston): The Irving and Nadine Mansfield and Robert David Levitt Cancer Research Professorship - Recommendation to Accept Transfer of Funds and Redesignate as The Irving and Nadine Mansfield and Robert David Levitt Cancer Research Chair and Eligibility for Matching Funds Under the Texas Eminent Scholars Program.--

RECOMMENDATION

The Office of the Chancellor concurs with President LeMaistre's recommendation to accept a transfer of \$308,503.74 from the 1983 U. T. Cancer Center Annual Campaign Fund for addition to The Irving and Nadine Mansfield and Robert David Levitt Cancer

Research Professorship at the U. T. M.D. Anderson Hospital - Houston of the U. T. Cancer Center for a total endowment of \$600,000. It is recommended that The Irving and Nadine Mansfield and Robert David Levitt Cancer Research Professorship be redesignated as The Irving and Nadine Mansfield and Robert David Levitt Cancer Research Chair.

It is further recommended that the actual income which will be earned on the \$308,503.74 transfer be certified to the appropriate State authorities for matching under the Texas Eminent Scholars Program as set out in Chapter 51, Subchapter I, of the Texas Education Code, when matching funds are made available under that act.

BACKGROUND INFORMATION

The professorship was established at the April 14-15, 1983 meeting of the U. T. Board of Regents with bequests from the late Mrs. Nadine Mansfield, Deerfield, Illinois.

The provisions of the decedent's Will dictated that the bequests be used to establish a "suitable memorial for Irving and Nadine Mansfield and my deceased son, Robert David Levitt, in furtherance of cancer research."

38. U. T. Cancer Center (U. T. M.D. Anderson Hospital - Houston): Recommendation to Accept Gift to Establish The McCullough Cancer Research Fund.--

RECOMMENDATION

The Office of the Chancellor concurs with the recommendation of President LeMaistre to accept a \$50,000 gift from Mrs. Eloise B. McCullough, Clifton, Texas, to establish The McCullough Cancer Research Fund at the U. T. M.D. Anderson Hospital - Houston of the U. T. Cancer Center.

BACKGROUND INFORMATION

Mrs. Eloise B. McCullough is establishing this endowment to further cancer research and plans to add to this endowment in the future.

B. REAL ESTATE MATTERS

1. U. T. El Paso: Estate of Josephine Clardy Fox - Recommendation to Sell Property at 5230 and 5120 Paisano Drive, El Paso, Texas, to El Paso National Bank, El Paso, Texas.--

RECOMMENDATION

The Office of the Chancellor concurs with President Monroe's recommendation to sell the property at 5230 and 5120 Paisano Drive, El Paso, Texas (Estate of Josephine Clardy Fox - The University of Texas at El Paso), to the El Paso National Bank, El Paso, Texas, for \$181,000.

BACKGROUND INFORMATION

These parcels have been under lease to Chamizal National Bank, which is owned by El Paso National Bank, since May 28, 1976, and October 1, 1979, respectively. The lease allows two ten-year renewal options, with rent payments of \$823.50 per month until May 31, 1986, with adjustments each five years thereafter based upon the Consumer Price Index, until expiration in 2006.

The price offered equals the value in a recent appraisal. Annual rent received is considerably less than the revenue that could be realized by investment in the Common Trust Fund.

2. U. T. Tyler: Sam A. Lindsey Endowment Fund - Recommendation for Oil and Gas Lease to the Wilder Exploration Company, Tyler, Texas.--

RECOMMENDATION

The Office of the Chancellor concurs with President Hamm's recommendation to lease 310.5 acres, James Jordon Survey, A-12, in Smith County, Texas, of which the U. T. Board of Regents owns 25.46625 net mineral acres (Sam A. Lindsey Endowment Fund - The University of Texas at Tyler), to Wilder Exploration Company, Tyler, Texas. Terms of the lease provide for a $\frac{1}{4}$ th royalty, a \$100 per acre bonus, and a prepaid annual delay rental of \$5 per acre for a paid-up term of three years.

BACKGROUND INFORMATION

This mineral interest was among several acquired through a bequest from the Estate of Louise Lindsey Merrick, which was accepted by the U. T. Board of Regents at its meeting on October 7-8, 1982.

Executive Session of the Board

BOARD OF REGENTS
EXECUTIVE SESSION
Pursuant to Vernon's Texas Civil Statutes
Article 6252-17, Sections 2(e), (f) and (g)

Date: April 12, 1985

Time: The Board will recess to Executive Session, if time permits, on Thursday afternoon and continue at 9:00 a.m. on Friday morning. If the regular agenda on Thursday does not permit sufficient time to begin the Executive Session, it will convene at 9:00 a.m. on Friday.

Place: Building B, 6th Floor, West Conference Room
U. T. Health Center - Tyler

1. Pending and/or Contemplated Litigation - Section 2(e)
 - a. U. T. System: Potential Litigation Involving Use of Fresh Water for Waterflood Projects on Permanent University Fund Lands in West Texas
 - b. U. T. Medical Branch - Galveston: Proposed Settlement of Construction Litigation Involving Brinderson Corporation
 - c. U. T. Health Science Center - Houston: Proposed Settlement of Medical Malpractice Litigation
 - d. U. T. Health Science Center - Houston: Proposed Settlement of Medical Malpractice Litigation
2. Land Acquisition, Purchase, Exchange, Lease or Value of Real Property and Negotiated Contracts for Prospective Gifts or Donations - Section 2(f)

U. T. Dallas - Special Committee on Endowment Lands in Collin and Dallas Counties, Texas: Consideration of Value and Recommendation for Sale of Certain Endowment Lands in Collin County, Texas
3. Personnel Matters [Section 2(g)] Relating to Appointment, Employment, Evaluation, Assignment, Duties, Discipline, or Dismissal of Officers or Employees

U. T. System: Consideration of Personnel Matters Related to the Assignment, Duties and Responsibilities of Officers of System Administration