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

Pages 1 - 157

October 11-12, 1979

Dallas, Texas

## MEETING NO. 764

THURSDAY, OCTOBER 11, 1979. -- The members of the Board of Regents of The University of Texas System convened in regular session at 1:30 p. m. on Thursday, October 11, 1979, in the Lounge of the Student Union Building of the Dallas Southwestern Medical School of The University of Texas Health Science Center at Dallas, Dallas, Texas.

## ATTENDANCE. --

Present

Chairman Williams, presiding  
 Vice-Chairman Law  
 Regent (Mrs.) Blumberg  
 Regent Fly  
 Regent Hay  
 Regent Newton  
 Regent Powell  
 Regent Richards

Absent

Regent Sterling\*

Secretary Thedford

Chancellor Walker

*Attendance*  
 PRESENT \_\_\_\_\_  
 ABSENT \_\_\_\_\_  
 REMARKS \_\_\_\_\_

Chairman Williams announced that all Regents were present except Regent Sterling. He said that Regent Sterling became ill on Wednesday after arriving in Dallas and that he was in Parkland Hospital. On behalf of the Board of Regents, Chairman Williams expressed best wishes for an early and speedy recovery.

There being a quorum, Chairman Williams called the meeting to order.

WELCOME AND REPORT BY CHARLES C. SPRAGUE, M.D., PRESIDENT OF THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT DALLAS. -- Chairman Williams recognized Dr. Charles C. Sprague, President of The University of Texas Health Science Center at Dallas, and expressed appreciation to him and his associates for the splendid and informative tour of the school and the hospital. [The members of the Board of Regents had spent the morning (Thursday, October 11) touring the Dallas Health Science Center.]

By means of graphs and charts projected on a screen, President Sprague presented a comprehensive and concise overview of the institution that in the beginning was the Southwestern Medical College, then in 1949 The University of Texas Southwestern Medical School, and in 1972 redesignated The University of Texas Health Science Center at Dallas. [A spiral bound copy of the report was distributed and the official copy is in the Secretary's files. This report was in accordance with the policy adopted by the Board of Regents at its September 1977 meeting.]

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\*Regent Sterling was absent from the meeting due to illness.

Briefly, the report related to student and faculty information, expenditures and sources of income, family practice residency program, special projects (outreach maternity and family planning clinics; burn unit; kidney transplant center; children and youth project), continuing education and a five year plan.

President Sprague concluded his remarks with an expression of appreciation for the opportunity to host the Regents' meeting on the campus of the Dallas Health Science Center; to which Chairman Williams responded that the Board of Regents joined President Sprague in his pride in the development of this institution and wished him and his associates continued success.

RECESS FOR MEETING OF BUILDINGS AND GROUNDS COMMITTEE. --  
The Board recessed for the meeting of the Buildings and Grounds Committee (Pages 51-72 ) to reconvene as a Board at 9:00 a. m. on Friday, October 12, 1979.

\* \* \* \* \*

Friday, October 12, 1979

At 9:00 a. m., the Board reassembled in the Lounge of the Student Union Building (Dallas Southwestern Medical School, The University of Texas Health Science Center at Dallas) with the same attendance as at the session on Thursday, October 11.

BOARD OF REGENTS: APPROVAL OF MINUTES OF REGULAR MEETING ON JULY 25-26, 1979. --Without objection, the Minutes of the regular meeting of the Board of Regents of The University of Texas System held on July 25-26, 1979, in San Antonio, Texas, were approved as distributed by Secretary Thedford. The official copy of these Minutes is recorded in the Permanent Minutes, Volume XXVI, Pages 3925-4539.

INTRODUCTION OF FACULTY AND STUDENT REPRESENTATIVES. --  
Wishing to recognize the faculty and student representatives present, Chairman Williams asked the chief administrative officer of each component institution to introduce those representatives from his respective area. The following were introduced and welcomed to the meeting by Chairman Williams:

U. T. Arlington

President Nedderman introduced:

Faculty Representative: Dr. Tom Kendall, Professor of  
Business and Chairman of  
Faculty Senate

U. T. Austin

President Flawn introduced:

Faculty Representative: Dr. Tom Morgan, Chairman of  
Graduate Assembly

Student Representative: Ms. Diane Morrison, Reporter  
The Daily Texan

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U. T. Dallas

President Jordan introduced:

Faculty Representative:

Dr. John Wiorkowski, Speaker of  
the Senate

Student Representative:

Ms. Susan Smoller, President of  
Student Congress  
Ms. Debbie Carlton, Vice-President  
of Student CongressU. T. San Antonio

President Wagener introduced:

Faculty Representative:

Dr. William G. Mitchell, Secretary  
to the University Assembly and  
General Faculty

Student Representative:

Mr. Ted Hopkins Roberts, President of  
Student Representative AssemblyU. T. Tyler

President Stewart introduced:

Student Representative:

Ms. Dena Freeman, Member of  
Student Life Advisory CommitteeDallas Health Science Center

President Sprague introduced:

Faculty Representative:

R. S. Kiser, M.D., Assistant  
Professor of Psychiatry  
President of Faculty Senate

Student Representative:

Mr. George F. Leatherman, MS IV  
Senior Medical StudentGalveston Medical Branch

President Levin introduced:

Faculty Representative:

Dr. Patricia Beare, Associate  
Professor, School of Nursing

Student Representative:

Mrs. Kathleen Hansen, Student  
Graduate Nursing ProgramHouston Health Science Center

President Bulger introduced:

Student Representative:

Mr. Charles Contant, Member of  
Student Intercouncil Committee,  
School of Public Health

San Antonio Health Science Center

President Harrison introduced:

- Faculty Representative: Bill R. Baker, D.D.S., Professor of Diagnosis and Roentgenology and Coordinator of Faculty Development
- Student Representative: Mr. Thomas J. Bernatek, Nursing Student II

University Cancer Center

President LeMaistre introduced:

- Faculty Representative: Dr. T. C. Hsu, Professor of Biology
- Student Representative: Dr. Peter Eugene Barker, Pre-doctoral Student

Tyler Health Center

Director Hurst introduced:

- Faculty Representative: Mr. Elwood Stetson, Director of Department of Pastoral Medicine

RECESS FOR COMMITTEE MEETINGS AND EXECUTIVE SESSION OF THE COMMITTEE OF THE WHOLE. -- Following the introductions, the Board recessed for meetings of the Standing Committees other than the Buildings and Grounds Committee. (See Page 155.)

At 11:00 a. m. when the meeting of the Committee of the Whole in Open Session adjourned, the Board retired to an adjoining room for an Executive Session pursuant to Article 6252-17, Sections 2(e), (f) and (g), V. T. C. S. to discuss the following specific items listed on the agenda:

1. Pending or Contemplated Litigation - Section 2(e)
2. Land Acquisition and Negotiated Contracts - Section 2(f)
  - U. T. System: Acquisition in Travis County, Texas
3. Personnel Matters [Section 2(g)] Relating to Appointment, Employment, Evaluation, Assignment, Duties, Discipline, or Dismissal of Officers or Employees

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## REPORTS OF STANDING COMMITTEES

Chairman Williams called for the reports of the Standing Committees. All meetings had been conducted in open session in the Lounge of the Student Union Building of the Dallas Southwestern Medical School at The University of Texas Health Science Center at Dallas except the Executive Session of the Committee of the Whole which had been conducted in an adjoining room.

REPORT OF SYSTEM ADMINISTRATION COMMITTEE (Pages 5 - 42 ). -- In the absence of Committee Chairman Sterling, Board Chairman Williams, who had conducted the meeting of the System Administration Committee, submitted the following report. He stated that the recommendations had been approved in open session and moved the adoption of the report. The report was adopted without objection.

Report

The System Administration Committee in open session this morning approved after discussion but without objection the following recommendations of the administration and submits them in this report to the Board of Regents for formal approval:

1. U. T. System: Waiver of Payment of All <sup>Fees</sup> Mandatory Student Services Fees Under Concurrent Enrollment Effective 1979-80 Academic Year (S.B. 638, 66th Leg., R.S., 1979)(1-CW-80). -- It is recommended by Chancellor Walker that effective with the 1979-80 academic year the Board of Regents waive the payment of all mandatory student services fees under concurrent enrollment provisions of joint or cooperative programs between institutions of The University of Texas System except for such mandatory student services fees at the institution designated as the "home institution." This is in compliance with S.B. 638 passed by the Sixty-Sixth Legislature.
 

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2. U. T. System: <sup>Tuition Scholarships</sup> Establishment of Guidelines for Administration of Line Item Scholarships (Appropriation Bill, Section 14, 66th Leg., R.S., 1979)(2-CW-80). -- Section 14 of the Appropriation Bill, 66th Leg., R.S., 1979, provides that copies of the rules and regulations adopted by the governing board concerning the award of tuition scholarships shall be filed with the Coordinating Board and with the State Comptroller prior to disbursement of funds. In compliance with that section, it is recommended by Chancellor Walker that the following be adopted for implementation at all component institutions of The University of Texas System for the 1980-81 biennium:

RULES AND REGULATIONS FOR ADMINISTRATION OF  
LINE ITEM SCHOLARSHIPS

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## a. Scholarships

- (1) Scholarships from said fund may be awarded only to students who have been accepted for enrollment and who actually enroll on at least a half-time basis in the term or terms for which the scholarship is awarded.

- (2) Scholarships are to be awarded based on the financial need of the applicant as determined by the Office of Student Financial Aid and based on accepted need analysis procedures generally in use in other "need based" financial assistance programs.
  - (3) Each student shall first utilize any other grant funds for support of educational expenses for which the student may reasonably be eligible before receiving state scholarship funds.
  - (4) The amount of the scholarship award, when combined with all other grant or gift funds awarded to the student, shall not exceed 70% of the total cost of tuition, textbooks and educational supplies required for the courses in which the student is enrolled, and student fees authorized by Sections 54.501, 54.503 and 54.504, Subchapter E, Chapter 54, Title 3, Texas Education Code and Sections 55.16 and 55.17, Subchapter B, Chapter 55, Title 3, Texas Education Code, for the semester or summer session in which the scholarship is awarded.
  - (5) No student shall receive an amount in excess of demonstrated need.
  - (6) No more than 10% of total scholarship funds awarded through the program in a fiscal year shall be awarded to nonresident students.
  - (7) No award shall be made to aliens. For purposes of this program, an alien is a person who is neither a citizen, a national, nor a permanent resident of the United States.
- b. Institutional Matching Share of Earnings in the Federal College Work/Study Program
- (1) Any or all of the scholarship funds appropriated may be used for the 20% matching share of earnings in the College Work/Study Program.
  - (2) Funds used in this manner will not be subject to restriction governing the scholarships.
3. U. T. Austin: Entering Freshman Class Designated "The Centennial Class of 1983" (1-A&D-80). -- It is recommended by President Flawn and Chancellor Walker that the following resolution designating the entering class at The University of Texas at Austin this fall "The Centennial Class of 1983" be adopted:

## RESOLUTION

WHEREAS, The first classes of The University of Texas were convened in Austin in the year 1883;

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WHEREAS, The University of Texas at Austin will celebrate its first one hundred years of service to the people of Texas in the year 1983; and

WHEREAS, The freshmen students entering the University in Fall 1979 constitute "The Class of 1983"; now, therefore, be it

RESOLVED BY THE BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM, That this class entering The University of Texas at Austin in Fall 1979 shall be designated "The Centennial Class of 1983."

4. U. T. Austin: Acceptance of Gift and Establishment of the R. D. Woods Unitrust Number Two (1-L&I-80). -- It is recommended by President Rogers\* and Chancellor Walker that approval be given to accept securities valued at \$41,968.75 from Mr. R. D. Woods, Houston, Texas, and that the R. D. Woods Unitrust Number Two be established at The University of Texas at Austin. Terms of the trust provide for seven and one-half percent (7.5%) of the annual fair market value if earned to be paid to Mr. Woods during his lifetime. The trust will terminate upon the death of Mr. Woods, and the unitrust assets will be used to augment the Leslie Bowling Professorship in Geological Sciences which was established on August 4, 1978.

Current funding for the Leslie Bowling Professorship in Geological Sciences is \$27,121.73 with outstanding pledges for the balance. This professorship has not been activated as of this date.

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Committed  
to Establish

Mr. Woods, age 69, is a graduate of the Geological Sciences Department at U. T. Austin and was employed by Exxon prior to retirement in 1972.

The initial R. D. Woods Unitrust was established by Mr. Woods in April, 1973, with securities valued at \$45,260.63 (current market value of \$57,000). The trust terminates upon the death of Mr. Woods and the trust assets will be used to complete the funding of the F. M. Bullard Professorship in Geological Sciences. Acceptance of this initial unitrust is reflected in the Minutes of June 1, 1973.

Upon approval of this request, the first payment to the donor will be made promptly.

\*Proposed before expiration of her term.

5. Galveston Medical Branch: Lease and Operating Agreement with The Sealy & Smith Foundation for the Jennie Sealy Hospital and the R. Waverley Smith Memorial Pavilion Under Authority of H. B. 1523, 66th Leg., R.S., 1979 (Supersedes Agreement Approved by the Board of Regents on December 13, 1968)(1-Med-80). --It is recommended by President Levin and Chancellor Walker that approval be given to the following lease and operating agreement (Pages 9 - 14 ) by and between the Board of Regents of The University of Texas System and The Sealy & Smith Foundation for the Jennie Sealy Hospital and the R. Waverley Smith Memorial Pavilion to be effective on the date approved by the Board of Regents.

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House Bill 1523 passed by the Sixty-Sixth Legislature authorizes the Board of Regents to lease the Jennie Sealy Hospital and the R. Waverley Smith Memorial Pavilion from The Sealy & Smith Foundation and permits operation of these two hospitals as an integral part of the U. T. Medical Branch Hospitals. This lease and operating agreement, which supersedes the agreement approved by the Board of Regents on December 13, 1968 and under which the University has been operating since December 13, 1968, will allow the Medical Branch Administration to make more efficient use of these hospitals in assignment of the teaching services and the effective integration of these hospitals with other hospitals of the Medical Branch will result in better management and reduction of cost of operation.

## LEASE AGREEMENT

THE STATE OF TEXAS     X  
                                   X  
 COUNTY OF GALVESTON    X

This Lease and Operating Agreement, made and entered into by and between THE SEALY & SMITH FOUNDATION FOR THE JOHN SEALY HOSPITAL, a corporation, of Galveston, Galveston County, Texas, hereinafter referred to as "Directors", and the BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM, a State Agency, hereinafter referred to as "University",

WITNESSETH:

WHEREAS, Directors desire to maintain the R. Waverley Smith Memorial Pavilion and The Jennie Sealy Hospital, Galveston, Galveston County, Texas, so as to provide the community with a resource for the highest standards of patient care in private and semi-private accommodations, and the University with a place for teaching and research; and

WHEREAS, the University desires that the R. Waverley Smith Memorial Pavilion and The Jennie Sealy Hospital, which are hereinafter referred to as "Hospitals", be maintained as a continuing resource for patient care, education, training, and research; and

WHEREAS, in order to accomplish these purposes, Directors and University are desirous of entering into a Lease and Operating Agreement with respect to such Hospitals;

NOW, THEREFORE, in consideration of the mutual promises and conditions and obligations herein contained, the parties mutually agree as follows:

## I.

Directors hereby lease and demise, and by these presents have leased and demised to the University the following described tracts of land located in Galveston, Galveston County, Texas, to-wit:

The R. Waverley Smith Memorial Pavilion encompasses the East half of Lot 3, all of Lots 4, 5, 6, 8, 9, 10, 11, and the East half of Lot 12, all in Block 607, in the City and County of Galveston, Texas.

The Jennie Sealy Hospital encompasses all of Lots 8, 9, 10, 11, 12, 13, and the East half of Lot 14, all in Block 667, in the City and County of Galveston, Texas.

Together with all improvements thereon, and together with all necessary rights of ingress and egress, for a term of ten (10) years, commencing on the day and year of the execution of this Agreement.

## II.

University agrees to assume and shall have the full and complete control of the operation of said premises and shall operate said premises so as to provide medical services for patients in private and semi-private accommodations at the hospitals and to establish and maintain operational standards for all teaching and patient care, so as to meet the requirements of such approval agencies as the Joint Commission on Accreditation of Hospitals, and all other appropriate educational accreditation agencies. University agrees to operate and manage such hospitals in such a manner that the hospitals will retain their present names, but such hospitals shall be operated under the sole control of University and as an integral part of the John Sealy Hospital, under the jurisdiction of The University of Texas Medical Branch Hospital System. University further agrees that such operation will be carried on in a manner calculated to provide the maximum income to said facilities consistent with such approved medical standards of care.

## III.

With exception of those maintenance items as outlined in Article VI, the University will maintain and keep the improvements and the grounds of said property in a good state of repair at its own expense, and at the expiration of this Lease will

return the premises and improvements in as good condition as the same are in at the time of executing this Agreement, reasonable wear and tear and fire and act of God excepted. The University will pay to Directors, as annual rental for such premises, the sum of SIXTY THOUSAND AND NO/100 DOLLARS (\$60,000.00) for each of the years of this Lease, in monthly installments of FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00) each.

## IV.

Directors shall retain title to all real property relating to the said Hospitals. It is agreed by and between the parties that all contracts for architectural, consultative, and other services required for building alterations, remodeling, additions, or new construction during the term of this Agreement shall be executed by University with the approval of Directors. University shall establish the specifications for all supplies, equipment, special services, and other commodities as may be needed for the operation of the Hospitals.

## V.

Directors reserve the right for their employees and independent contractors to go on the premises to perform such work as Directors are obligated to perform; the maintenance of the air-conditioning and heating systems, and the repair and maintenance of such equipment for which Directors are responsible in the future maintenance contract. Such work shall be done at such times as not to interfere with the basic operations of the Hospitals, and University shall be notified and consent shall be ascertained before such work is performed.

## VI.

Directors shall be responsible to make and pay for major items of maintenance, repair, and upkeep. The term "major items" as here used shall include any and all such items the total actual cost of which exceeds \$75,000.00. The test for calculating this minimum amount of "major item" expenditure shall be whether or

not such total actual cost is incurred on any one item or group of related items on a single work order or assignment, regardless of length of time of completion or, alternatively whether or not such total actual cost is incurred on any one item or group of related items on more than one work order or assignment over any continuous 90-day period.

## VII.

The University's obligations shall include, among other things, the sole authority and duty (to the exclusion of Directors) to:

1. Operate the Hospitals as hereinbefore stated.
2. Establish and maintain general operating policies and procedures necessary for optimal patient care, teaching, and research.
3. As to special assignments and reassignments in The R. Waverley Smith Memorial Pavilion, University shall have the exclusive control, including the right and the authority to promulgate rules and regulations for the admission of patients and the control of beds. As to The Jennie Sealy Hospital, at the beginning of this Agreement and until changed by mutual agreement of Directors - University, the beds shall be assigned as follows:
  - Seventy-five (75) beds for medicine, and the remainder for psychiatry.
4. Establish and maintain an organizational structure for all administrative, management, professional, and general hospital employees.
5. Employ, direct, train, transfer, promote, suspend, and terminate all hospital employees.
6. Maintain personnel policies, including employee appeal procedures, establish salary schedules for all employees.
7. Purchase all needed supplies, equipment, or other commodities.
8. Make all appointments to the medical staff and committees of the medical staff.
9. Otherwise exercise dominion and control over the premises as is customary for a lessee, consistent with the other provisions of this Agreement.

## VIII.

Directors will maintain Fire and Extended Coverage insurance on said leased property at Directors' expense.

## IX.

University shall negotiate contracts for and on behalf of the Hospitals with various governmental agencies and nonprofit associations engaging in financing health services so long as contracts do not change the basic concept of this Agreement, and shall represent the Hospitals as institutional member of national, regional, state, and local associations in the field of health care and education.

## X.

University shall be responsible for all medical services in Hospitals. All by-laws and rules and regulations now in effect for the University hospital medical staff and amendments shall be applicable to Hospitals. All appointments to the medical staff and committees of the medical staff shall be made in accordance with the established policies and rules and regulations of University. Members of the medical staff shall charge professional fees for services to patients, and all billing and accounting for professional fees charges shall be in conformity with established policies of University.

## XI.

This Agreement shall be for a term of ten (10) years from and after the effective date of the same, with an option to renew this Agreement for an additional term of ten (10) years and may be terminated prior to termination of the ten (10) year period upon mutual consent of the parties. It is also understood that this Agreement may be amended in writing to include such provisions as the parties may agree.

## XII.

Except for claims arising out of and incident to performance of Directors' obligations under this Lease Agreement, and only to the extent permitted by law, University agrees to indemnify and hold Directors harmless from any and all claims (and regardless of whether such claims arise in whole or in part

from the negligence of Directors, their agents or employees), including claims for property damage, personal injury and death, (1) arising out of or in connection with the operation of the premises, the condition of the premises and the condition of the facilities and equipment thereon, and (2) irrespective of the cause of damage or injury arising in favor of any persons while on the premises of the hospital as a patient, visitor or otherwise.

XIII.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered this the \_\_\_\_\_ day of \_\_\_\_\_, 1979.

Attest:

THE SEALY & SMITH FOUNDATION FOR THE JOHN SEALY HOSPITAL

[Signature]  
Secretary

By: [Signature]  
President

THE UNIVERSITY OF TEXAS MEDICAL BRANCH AT GALVESTON

By: [Signature]

Approved as to Form:

Approved as to Content:

[Signature]

[Signature]  
JOE E. BOYD, JR.,  
Vice Chancellor for Business Affairs  
The University of Texas System

APPROVED:

[Signature]  
E. D. WALKER  
Chancellor  
The University of Texas System

Attest:

BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM

[Signature]  
Betty Anne Thedford,  
Secretary  
Board of Regents of The University of Texas System

By: [Signature]  
DAN C. WILLIAMS,  
Chairman

6. University Cancer Center (M. D. Anderson): Approval of Trust Agreement with The Wilson Hospital Foundation and Appointment of President of System Cancer Center the Hospital Trustee (2-L&I-80). --It is recommended by President LeMaistre and Chancellor Walker that approval be given to the trust agreement with The Wilson Hospital Foundation as set out on Pages 16 - 28 and that the President of The University of Texas System Cancer Center, as the representative of M. D. Anderson Hospital and Tumor Institute, be appointed Hospital Trustee as specified in the agreement.

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Mr. and Mrs. Wallace D. Wilson each plan to leave three to four million dollars of Wilson Industries stock in their wills to The Wilson Hospital Foundation, a public charitable trust for the benefit of Baylor College of Medicine, M. D. Anderson Hospital and Tumor Institute and the Texas Heart Institute.

THE WILSON HOSPITAL FOUNDATION

TRUST AGREEMENT made this \_\_\_\_\_ day of August, 1979, by and between R. P. BUSHMAN, JR. as "Trustor," WALLACE S. WILSON, RALPH S. O'CONNOR, ROBERT H. SHUTT, E. C. WILSON, JR., JAMES A. ELKINS, JR., CHARLES A. LEMAISTRE, M.D. and ROBERT H. MOSBACHER as "Trustees" and BAYLOR COLLEGE OF MEDICINE, THE BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM BY AND ON BEHALF OF M.D. ANDERSON HOSPITAL AND TUMOR INSTITUTE OF THE UNIVERSITY OF TEXAS SYSTEM CANCER CENTER and TEXAS HEART INSTITUTE.

Since the Trustor and BAYLOR COLLEGE OF MEDICINE, THE BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM BY AND ON BEHALF OF M.D. ANDERSON HOSPITAL AND TUMOR INSTITUTE OF THE UNIVERSITY OF TEXAS CANCER CENTER and TEXAS HEART INSTITUTE desire to create a "supporting organization" within the meaning of Section 509(a)(3) of the Code for the benefit of BAYLOR COLLEGE OF MEDICINE, M.D. ANDERSON HOSPITAL AND TUMOR INSTITUTE OF THE UNIVERSITY OF TEXAS SYSTEM CANCER CENTER and TEXAS HEART INSTITUTE (such institutions hereinafter sometimes referred to as the "Beneficiaries"), and since pursuant to Treasury Regulation § 1.509(a)-4(g)(1)(i), it is necessary that the Beneficiaries undertake certain actions with respect to the creation of the "supporting organization," each of the Beneficiaries joins in the execution of this Trust Agreement as a Beneficiary for the purpose, among others, of appointing, and hereby do appoint, the Trustees named herein and approving, and hereby do approve, the successor Trustee arrangement set forth herein.

Trustor has irrevocably granted, assigned and delivered unto the Trustees and the substitute or successor Trustees hereunder the property described in Exhibit "A", attached hereto and incorporated by reference herein for all purposes, receipt of which is hereby acknowledged by the Trustees, to have and to hold the above-described property

and all other properties, real or personal, which Trustor or any other person may at any time add or cause to be added to the Trust and the income from such properties in trust as hereinafter set out.

1. Creation of Trust: An irrevocable Trust which shall be known as THE WILSON HOSPITAL FOUNDATION is hereby created for the benefit of the Beneficiaries which are organizations described in Section 509(a)(1) of the Code. The initial corpus of the Trust shall consist of the property described in Exhibit "A".

2. Trustees: There shall be two classes of Trustees: "Public Trustees" and "Hospital Trustees." The use of the word "Trustee" or "Trustees" in this Trust Agreement refers to an individual or individuals duly appointed as Trustee or Trustees of the Trust regardless of whether such individual or individuals is or are serving as a Public or a Hospital Trustee or Trustees. Subject to any limitations contained herein each Trustee is entitled to vote on all matters affecting the Trust, and with respect to any given matter, the affirmative majority vote of all Trustees shall be determinative.

3. Public Trustees: The number of initial Public Trustees shall be four (4) and they are hereby declared to be WALLACE S. WILSON, RALPH S. O'CONNOR, ROBERT H. SHUTT and E. C. WILSON, JR. Although there will be four (4) Public Trustees initially, the number of Public Trustees may be increased by affirmative action of a majority of all Trustees to six (6). In the event there is a reduction in the number of Public Trustees for whatever reason (including, but not limited to, death of a Public Trustee), the Trust may be administered by such reduced number, but in no event shall there ever be less than three (3) Public Trustees.

4. Hospital Trustees: The number of Hospital Trustees shall be three (3) and each Beneficiary shall be represented

by a Hospital Trustee as provided herein. Each Hospital Trustee representing BAYLOR COLLEGE OF MEDICINE and TEXAS HEART INSTITUTE must be appointed or selected as a Hospital Trustee by the executive committee of the noncompensated governing body of the appointing Beneficiary or, if there is no executive committee, the subdivision of the non-compensated governing body most similar to an executive committee. Each Hospital Trustee representing BAYLOR COLLEGE OF MEDICINE and TEXAS HEART INSTITUTE shall have his or her term of office stated in his or her appointment or selection. The initial Hospital Trustees are hereby declared to be JAMES A. ELKINS, JR., CHARLES A. LEMAISTRE, M.D. and ROBERT H. MOSBACHER. The Hospital Trustee representing M.D. ANDERSON HOSPITAL AND TUMOR INSTITUTE OF THE UNIVERSITY OF TEXAS SYSTEM CANCER CENTER shall be that individual who from time to time then occupies the office of President of THE UNIVERSITY OF TEXAS SYSTEM CANCER CENTER or such office of THE UNIVERSITY OF TEXAS SYSTEM CANCER CENTER as corresponds to the office of President as designated from time to time by the Board of Regents of THE UNIVERSITY OF TEXAS SYSTEM.

5. Incorporation: If at any time the Trustees and the Beneficiaries determine that the Trust Estate, or any part thereof, would be better or more conveniently administered in corporate form, or that incorporation of any part or all of such Trust Estate would more conveniently or efficiently accomplish the purposes of the Trust, then the Trustees and the Beneficiaries may cause such corporation to be created under the laws of Texas, bearing the name of the Trust, or any other appropriate name or names selected by the Trustees and the Beneficiaries and with such corporate powers as shall, in the Trustees' and the Beneficiaries' judgment, be necessary or desirable to carry out the terms of this Trust Agreement, and then shall convey to such corporation such part or all of the Trust Estate as the Trustees determine to be desirable. If a corporation is

formed by the Trustees and the Beneficiaries to administer all or any part of the Trust Estate of the Trust, the Trustees then acting shall become incorporators and trustees or directors of the corporation together with other individuals if required by applicable law; if other individuals are required, the then acting Trustees shall select such individuals. The by-laws of the corporation shall provide irrevocably that all successor corporate trustees or directors shall from time to time be elected in the same manner as provided in Paragraph 9 of this Trust Agreement.

6. Purposes of the Trust and Distributions: The Trust is created for charitable, scientific and educational purposes, and in accomplishment of such purposes, the Trust is to be administered solely for the benefit of the Beneficiaries by providing funds, either from income or corpus or both, to be utilized at the discretion of the Trustees for the purpose of providing financial assistance and benefit to the Beneficiaries through whatever means are determined by the Trustees. Although corpus may be invaded and distributed in accomplishment of the Trust's purposes, it is hoped that the corpus will be maintained so that it will serve as an endowment for accomplishment of the Trust's purposes in future generations. It is recognized that this statement of hope with respect to maintenance of corpus does not result in a binding obligation on the Trustees and is not intended to be a limitation on the Trustees' exercise of discretion in the discharge of their fiduciary responsibilities. The broadest discretion is vested in and conferred upon the Trustees for the accomplishment of these purposes; provided, however, that no contributed funds shall be applied, directly or indirectly, for any purpose or purposes in violation of the constitutions and statutes of the United States of America or the State of Texas.

7. Term of the Trust: The duration of the Trust (or any corporation formed pursuant to the provisions of Paragraph 5 of this Trust Agreement) shall be perpetual, but if

at any time the Trustees determine that the purposes of this Trust can no longer be achieved, or that the Trust (or any corporation formed pursuant to the provisions of Paragraph 5 of this Trust Agreement) is no longer necessary, the Trustees shall terminate the Trust (or any corporation formed pursuant to the provisions of Paragraph 5 of this Trust Agreement) and distribute the assets thereof to one or more of the Beneficiaries.

8. Change of Beneficiary: If any of the following events occurs with respect to a Beneficiary, the Trustees shall by written notice (evidencing at least a majority determination of such Trustees) remove the Beneficiary in question and select another organization as a Beneficiary:

- (a) the Beneficiary ceases to be an organization described in Section 509(a)(1) of the Code; or
- (b) the Beneficiary is dissolved or otherwise ceases to exist.

In selecting a substitute Beneficiary, the Trustees shall by majority determination select an organization which (a) is organized and operated for the purposes similar to those of the Beneficiary at the date of execution of this Trust Agreement and (b) is an organization described in Section 509(a)(1) of the Code. Upon qualification as a substitute Beneficiary, the organization selected shall be represented by a Hospital Trustee pursuant to the provisions of Paragraph 4.

9. Successor Trustees: At such time that any vacancy or vacancies occur in the office of a Public Trustee as a result of the provisions of Paragraphs 3, 10, 11 or 12 and it is determined that such vacancy or vacancies should or must be filled, such vacancy or vacancies shall be filled by the affirmative majority vote of the then remaining Trustees, provided, however, if there are then more Public Trustees than Hospital Trustees, only the same number of Public Trustees as there are Hospital Trustees shall be entitled to

vote. In the event all of the Public Trustees may not vote, the determination of those Public Trustees who shall participate in the voting shall be ascertained by lot. A successor Public Trustee appointed under the provisions of this paragraph may be any individual, bank or trust company domiciled anywhere. Any vacancy or vacancies in the office of a Hospital Trustee as a result of the provisions of Paragraph 11 or 12 shall be filled in accordance with Paragraph 4 by the Beneficiary not represented by a Hospital Trustee.

10. Rights and Liabilities of a Trustee: No bond or other security shall be required of any Trustee. This instrument shall always be construed in favor of the validity of any act or omission by or of any Trustee, and no Trustee shall be liable for any act or omission except in the case of gross negligence, bad faith or fraud. Any corporate Trustee (such as a bank or similar entity having trust powers) shall be entitled to receive reasonable compensation commensurate with the services actually rendered by it. Any individual Trustee shall be reimbursed for all expenses incurred in connection with the administration of the Trust, but shall not be otherwise compensated. Subject to the provisions of Paragraph 3, the number of Public Trustees may be increased from time to time by affirmative majority vote of the Trustees.

11. Resignation of Trustee: A Public Trustee may resign from the Trust without the necessity of any judicial proceeding by giving at least thirty (30) days' written notice to each of the other Trustees and to the Beneficiaries and a copy of such notice shall be filed with the records of the Trust. With respect to those Hospital Trustees representing BAYLOR COLLEGE OF MEDICINE and TEXAS HEART INSTITUTE, a Hospital Trustee shall be deemed to have resigned if (a) his or her appointment pursuant to Paragraph 4 expires, (b) his or her appointment is terminated by the Beneficiary which appointed such Hospital Trustee or (c) the Beneficiary

which appointed such Hospital Trustee ceases to be a Beneficiary. With respect to the Hospital Trustee representing M.D. ANDERSON HOSPITAL AND TUMOR INSTITUTE OF THE UNIVERSITY OF TEXAS SYSTEM CANCER CENTER, such Hospital Trustee shall be deemed to have resigned if (a) he or she no longer occupies the office of THE UNIVERSITY OF TEXAS SYSTEM CANCER CENTER specified in Paragraph 4 or (b) M.D. ANDERSON HOSPITAL AND TUMOR INSTITUTE OF THE UNIVERSITY OF TEXAS SYSTEM CANCER CENTER ceases to be a Beneficiary. A resigning Public Trustee must account to such resigning Public Trustee's successor Public Trustee, if any, for the administration of the Trust as required by the successor Public Trustee. Any and all successors to such resigning Public Trustee shall be fully protected in relying upon such accounting.

12. Removal of Trustees: At any time, the governing bodies of the Beneficiaries, by official unanimous action, may remove any Public Trustee with or without cause. Such a removal shall be accomplished by a written notice of removal delivered to the Public Trustee. Each Beneficiary may remove, with or without cause, at any time the Hospital Trustee represented by such Beneficiary pursuant to Paragraph 4.

13. Allocation of Receipts and Disbursements: All receipts, disbursements and reserves of the Trust shall be allocated on a cash basis between corpus and income in accordance with the provisions of the Texas Trust Act. In the construction of the Texas Trust Act as it applies to any question of allocation between corpus and income, the majority determination of the Trustees, made in good faith, shall control.

14. Accounting: The Trustees shall furnish the Beneficiaries with an annual accounting of the transactions of the Trust and a statement of the assets held hereunder within a reasonable period of time after the end of the year to which

the financial accounting relates. Such accounting shall be sufficiently detailed to permit a determination that:

(a) the Trustees are complying with the terms of this Trust Agreement; and

(b) the Trustees have invested the assets of the Trust in assets productive of a reasonable rate of return (taking appreciation into account).

15. Prohibited Transactions: Anything to the contrary herein notwithstanding, the Trustees shall not:

(a) permit any part of the net earnings of the Trust to inure to the benefit of any private individual (except that reasonable compensation may be paid for personal services rendered by an individual or entity to or for the Trust affecting one or more of its purposes), it being understood that distributions by the Trust in accomplishment of its purposes set forth in Paragraph 6 do not result per se in the inurement of the Trust's net earnings to the benefit of a private individual;

(b) carry on propaganda, or otherwise attempt to influence legislation;

(c) participate in, or intervene in (including the publication or distribution of statements), any political campaign on behalf of any candidate for public office; or

(d) attempt to influence the outcome of any specific public election, or to carry on, directly or indirectly, any voter registration drives.

16. General Powers of Trustees: The Trustees are empowered to carry out the purposes of the Trust, and subject to any limitations stated elsewhere herein and subject to the limitation that the Trustees shall not have or exercise any power which jeopardizes the status of the Trust as an organization described in Sections 501(c)(3) and 509(a)(3) of the Code, in addition to the rights, privileges

and powers elsewhere herein vested in the Trustees and those now or hereafter conferred by law, the Trustees of the Trust shall have the power to:

(a) employ and compensate agents and other employees and to delegate to them any and all discretions and powers of the Trustees;

(b) partition any part or all of any Trust interests and to pay and receive such moneys or properties as may be necessary to equalize differences and to make any distributions of any part or all of the Trust's assets in any manner whatsoever;

(c) maintain and defend any claim or controversy by or against the Trust without the joinder or consent of the Beneficiaries;

(d) retain any property at any time acquired in any manner as a part of the Trust's assets, to hold property unproductive of income for a reasonable time, and to invest and reinvest all or any part of the Trust's assets and property of any description (including, without limitation, shares of open or closed-end investment trusts or companies and wasting assets) regardless of location and without regard to any requirement of diversification as to kind or amount, provided, that the Beneficiaries by written notice delivered to the Trustees may require the Trustees to convert property which is unproductive of income to make such property productive within a reasonable time after the delivery of such notice;

(e) lease, sell, transfer, or encumber in any manner any part or all of the Trust's assets and to loan or borrow money in any manner (including joint and several obligations) with or without security; and

(f) hold or invest any part or all of the Trust's assets in common or undivided interests with any person

or entity regardless of any relationship or identity of any corporate Trustee to such person or entity.

In addition to the foregoing, the Trustees shall have all other rights, privileges and powers now or hereafter granted trustees in Texas and, insofar as is possible, no subsequent legislation or regulation shall limit the rights, privileges and powers granted a Trustee hereunder. The powers granted the Trustees under the provisions of this Trust Agreement may be exercised upon such terms as the Trustees deem advisable and may affect Trust properties for any length of time, regardless of the duration of the Trust. Generally, the Trustees shall hold, manage, control, use, invest and reinvest, and dispose of the Trust's assets in all things, under all circumstances, and to the same extent as if the Trustees were the owners thereof in fee simple, subject only to the terms hereof, and all rights, privileges and powers of the Trustees may be exercised free from judicial supervision. The powers of the Trustees shall exist until all of the Trust's assets have been distributed.

17. Code and Treasury Regulations Defined: All references herein to a Treasury Regulation are to regulations prescribed by the United States Treasury Department pursuant to Section 7805 of the Code; all references herein to a section of the Code mean that section of the Internal Revenue Code of 1954, as amended, or corresponding provisions of any subsequent federal tax laws.

18. Situs: The situs of the Trust hereby created is Texas, and whenever possible the laws of the State of Texas shall control with respect to the construction, administration and validity of the Trust.

19. Irrevocability: This Trust Agreement and the Trust hereby created and provided for shall be and are intended to be irrevocable. No person shall have the right

or power to revoke, alter, amend or change this Trust Agreement or any provision hereof, except that any person may add to the Trust's assets any property acceptable by the Trustees; provided, however, that the Trustees shall, with the written consent of the Beneficiaries, make such alterations, amendments, and changes to and in this Trust Agreement as may be required to prevent classification of the Trust as a "private foundation" under Section 509 of the Code.

20. Acceptance by Trustees: The Trustees, by joining in the execution of this Trust Agreement, accept the Trust herein created and provided for and accept all of the rights, powers, privileges, duties and responsibilities of the Trustees hereunder and agree to exercise and perform the same in accordance with the terms and provisions contained herein.

21. Acceptance by Beneficiaries: The Beneficiaries by joining in the execution of this Trust Agreement, accept all of the rights, powers, privileges, duties and responsibilities of the Beneficiaries hereunder and agree to exercise and perform the same in accordance with the terms and provisions contained herein. Further, the Beneficiaries, by joining in the execution of this Trust Agreement, do hereby appoint the Trustees named herein and do hereby approve the successor Trustee arrangement set forth herein.

IN WITNESS WHEREOF, Trustor, Trustees and the Beneficiaries hereunto set their hands effective as of the day and year first above written.

R. P. BUSHMAN, JR., Trustor

WALLACE S. WILSON,  
Public Trustee

RALPH S. O'CONNOR,  
Public Trustee

ROBERT H. SHUTT,  
Public Trustee

E. C. WILSON, JR.,  
Public Trustee

JAMES A. ELKINS, JR.,  
Hospital Trustee

CHARLES A. LEMAISTRE, M.D.,  
Hospital Trustee

ROBERT H. MOSBACHER,  
Hospital Trustee

BAYLOR COLLEGE OF MEDICINE

By Chairman of the Board,  
Beneficiary

THE BOARD OF REGENTS OF THE  
UNIVERSITY OF TEXAS SYSTEM BY  
AND ON BEHALF OF M. D. ANDERSON  
HOSPITAL AND TUMOR INSTITUTE  
OF THE UNIVERSITY OF TEXAS  
SYSTEM CANCER CENTER

By \_\_\_\_\_  
Chairman, Board of Regents,  
Beneficiary

TEXAS HEART INSTITUTE

By \_\_\_\_\_  
Title \_\_\_\_\_  
Beneficiary

7. System Administration, U. T. Arlington, U. T. Austin, U. T. El Paso, Dallas Health Science Center and its Dallas Southwestern Medical School, Galveston Medical Branch and its Galveston Medical School, Houston Health Science Center and its Public Health School, San Antonio Health Science Center and its San Antonio Medical School, University Cancer Center and its M. D. Anderson, and Tyler Health Center: Amendments to the 1978-79 Budget (12-B-79, 13-B-79 and 14-B-79). --

FILE NO. 44  
DOCUMENT ---  
REMARKS ---

#### RECOMMENDATION

It is recommended by the appropriate chief administrative officers, concurred in by System Administration, that their respective 1978-79 Operating Budget be amended as indicated on the pages set out below:

- The University of Texas System Administration, Page 29
- The University of Texas at Arlington, Page 29
- The University of Texas at Austin, Pages 30-34
- The University of Texas at El Paso, Page 35
- The University of Texas Health Science Center at Dallas and its Dallas Southwestern Medical School, Page 36
- The University of Texas Medical Branch at Galveston and its Galveston Medical School, Page 37
- The University of Texas Health Science Center at Houston and its Public Health School, Pages 38-39
- The University of Texas Health Science Center at San Antonio and its San Antonio Medical School, Page 40
- The University of Texas System Cancer Center and its M. D. Anderson, Page 41
- The University of Texas Health Center at Tyler, Page 42

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

THE UNIVERSITY OF TEXAS SYSTEM ADMINISTRATION

1978-79 BUDGET

Item No.	Explanation	Present Status	Proposed Status	Effective Dates
2.	U. T. System Airplane Operation Transfer of Funds	From: Available University Fund Unappropriated Balance	To: U. T. System Aircraft Operation- Maintenance and Operation \$18,000 Travel 1,000 Lease Equipment Costs 20,000 <u>\$39,000</u>	7-1-79
	Amount of Transfer	\$39,000		

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THE UNIVERSITY OF TEXAS AT ARLINGTON

1978-79 BUDGET

Item No.	Explanation	Present Status	Proposed Status	Effective Dates
13.	Plant Funds Transfer of Funds	From: Unappropriated Balance via Estimated Income (General Funds)	To: Unexpended Plant Funds - Repair and Replacement of Streets and Parking Lots \$85,422	8-1-79
	Amount of Transfer	\$85,422		

THE UNIVERSITY OF TEXAS AT AUSTIN

1978-79 BUDGET

Item No.	Explanation	Present Status	Proposed Status	Effective Dates
75.	Milton E. F. Schoeman Management  Salary Rate (12 mos.) Source of Funds: HEW Contract Academic Status: Associate Professor (T) Academic Rate: \$23,200	Social Science Research Associate (Faculty) \$36,000	Social Science Research Associate (Faculty) \$42,000	7-1-79
76.	James C. Wilburn Chemistry Salary Rate Source of Funds: U. S. Navy Contract	Postdoctoral Research Associate \$11,388	Postdoctoral Research Associate \$13,908	7-1-79
77.	International Office - Designated Funds Transfer of Funds  Amount of Transfer	From: Sponsored Student Program Unappropriated Balance via Estimated Income \$59,750	To: Sponsored Student Program - Administrative Support \$10,000 Tuition and Fees 49,750 <u>\$59,750</u>	7-1-79
78.	Auxiliary Enterprises - Division of Housing and Food Service - Jester Center Halls Transfer of Funds  Amount of Transfer	From: Division of Housing and Food Service Unappropriated Balance via Estimated Income \$26,250	To: Jester Center Halls - Other Expenses \$26,250	7-1-79
79.	Auxiliary Enterprises - Faculty Center Transfer of Funds  Amount of Transfer	From: Faculty Center Unappropriated Balance via Estimated Income \$30,000	To: Faculty Center - Other Expenses \$30,000	7-1-79

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THE UNIVERSITY OF TEXAS AT AUSTIN  
(Continued)

1978-79 BUDGET

Item No.	Explanation	Present Status	Proposed Status	Effective Dates
80.	Auxiliary Enterprises - Intercollegiate Athletics for Men Transfer of Funds	From: Intercollegiate Athletics for Men Unappropriated Balance	To: Intercollegiate Athletics for Men - Wages \$ 4,500 Other Expenses 154,500 Allocation for Budget Adjustment 11,000 <u>\$170,000</u>	7-1-79
	Amount of Transfer	\$170,000		
81.	Auxiliary Enterprises - Intercollegiate Athletics for Men Transfer of Funds	From: Intercollegiate Athletics for Men Unappropriated Balance	To: Major Renovation and Improvement Projects - Concession Stands' Roofs and Other Improvements in Memorial Stadium - West Side \$50,000	7-1-79
	Amount of Transfer	\$50,000		
82.	Auxiliary Enterprises - The Texas Union - Union Dining Service Transfer of Funds	From: The Texas Union - Union Dining Service - Unappropriated Balance via Estimated Income \$193,162 Allocation for Budget Adjustments 21,214 The Texas Union - Unallocated 119,515 <u>\$333,891</u>	To: The Texas Union - Union Dining Service - Salaries and Wages \$109,652 Other Expenses 224,239 <u>\$333,891</u>	7-1-79
	Amount of Transfer			

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1978-79 BUDGET

THE UNIVERSITY OF TEXAS AT AUSTIN  
(Continued)

Item No.	Explanation	Present Status	Proposed Status	Effective Dates
83.	Plant Funds Projects Transfer of Funds	From: Unappropriated Balance - Educational and General Funds	To: Plant Funds Projects: Transportation and Moving Expenses - New Buildings \$ 10,000 Moving Expenses - Welch Hall and College of Fine Arts/ Performing Arts Center 30,000 Moving Expenses - Law Library 27,250 Marine Science Institute - Galveston - Engineering and Repair Services to Bulkhead 40,000 Gregory Gym - Recondition Handball/Racquetball Courts 114,000 Chilled Water Distribution System - Expansion of North Section 45,000 Welch Hall Addition - Energy Conservation Projects 20,000 Balcones Research Center Major Improvements 1,500,000 Land Acquisition 1,500,000 Unallocated Teaching Equipment 250,000 Unallocated Teaching and Research Equipment and Research Collections 250,000 Capital Improvements Projects 225,000 <u>\$4,011,250</u>	7-1-79
	Amount of Transfer	\$4,011,250		

Approval is requested to establish the above listed projects. Details of the projects will be presented to the Board at a later date for ratification or approval, as appropriate.

THE UNIVERSITY OF TEXAS AT AUSTIN  
(Continued)

1978-79 BUDGET

Item No.	Explanation	Present Status	Proposed Status	Effective Dates
84.	Auxiliary Enterprises - Intercollegiate Athletics for Men - Transfer of Funds	From: Intercollegiate Athletics for Men - Unappropriated Balance	To: Major Renovation and Improvement Projects - Concessions Stands - Demolition-West Side \$ 5,000 Interior Finishing and Electrical-West Side 30,000 Sewers and Slabs-West Side 45,000 <u>\$80,000</u>	8-1-79
	Amount of Transfer	\$80,000		
85.	Auxiliary Enterprises - Intercollegiate Athletics for Men - Dining Facility - Transfer of Funds	From: Dining Facility - Unappropriated Balance via Estimated Income \$29,200	To: Dining Facility - Other Expenses \$29,200	8-1-79
	Amount of Transfer			
86.	Auxiliary Enterprises - University Housing System - Transfer of Funds	From: University Housing System Unappropriated Balance via Estimated Income \$ 4,837	To: Littlefield Dormitory - Other Expenses \$ 2,236 Andrews-Carothers Dormitories - Other Expenses 2,601 <u>\$ 4,837</u>	8-1-79
	Amount of Transfer			

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THE UNIVERSITY OF TEXAS AT AUSTIN  
(Continued)

1978-79 BUDGET

Item No.	Explanation	Present Status	Proposed Status	Effective Dates
87.	Auxiliary Enterprises - University of Texas Press - Texas Press Journals Transfer of Funds	From: Texas Press Journals - Unappropriated Balance \$17,000 Allocation for Budget Adjustments 1,000 <u>\$18,000</u>	To: Texas Press Journals - Other Expenses  \$18,000	8-1-79
	Amount of Transfer			
88.	Auxiliary Enterprises - Marine Science Institute - Port Aransas Transfer of Funds	From: Unappropriated Balance via Estimated Income \$8,000	To: Operating Expenses  \$8,000	8-1-79
	Amount of Transfer			

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THE UNIVERSITY OF TEXAS AT EL PASO

1978-79 BUDGET

Item No.	Explanation	Present Status	Proposed Status	Effective Dates
3.	Plant Funds Transfer of Funds	From: Unappropriated Balance - Educational and General Funds via Estimated Income	To: Unexpended Plant Funds	
	Amount of Transfer	\$500,000	\$500,000	7-1-79
	Details of proposed projects will be presented to the Board at a later date for ratification or approval, as appropriate.			
4.	Plant Funds Projects Transfer of Funds	From: Plant Funds - Unappropriated Balance	To: Plant Funds Projects - Energy Conservation Grant Program Costs \$ 5,000 Structural Improvements to Special Events Center	
	Amount of Transfer	\$65,000	<u>60,000</u> <u>\$65,000</u>	8-1-79

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THE UNIVERSITY OF TEXAS  
HEALTH SCIENCE CENTER AT DALLAS

1978-79 BUDGET

Item No.	Explanation	Present Status	Proposed Status	Effective Dates
70.	Plant Funds Transfer of Funds	From: Unappropriated Balance - Educational and General Funds via Estimated Income	To: Unappropriated Balance - Plant Funds \$1,300,000 Special Equipment 800,000 Minor Repair and Remodel- ing and Improvements Other than Buildings 700,000 <u>\$2,800,000</u>	7-1-79
	Amount of Transfer	\$2,800,000		
	Details of projects will be presented to the Board at a later date for ratification or approval, as appropriate.			
	<u>Dallas Southwestern Medical School</u>			
71.	Diana Marver (Non-tenure) Internal Medicine Salary Rate Source of Funds: American Heart Association and NIH Grants	Assistant Professor \$22,000	Assistant Professor \$28,000	7-1-79

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THE UNIVERSITY OF TEXAS MEDICAL BRANCH AT GALVESTON

1978-79 BUDGET

Item No.	Explanation	Present Status			Proposed Status			Effective Dates
		Salary Rate	Augmentation	Total Compensation	Salary Rate	Augmentation	Total Compensation	
36.	Galveston Medical School Kirk S. Dutton (Non-tenure) Psychiatry and Behavioral Sciences Instructor Source of Funds: MSRDP	\$ 30,000	\$ 6,500	\$ 36,500	\$ 30,000	\$ 15,000	\$ 45,000	8-1-79

37. Plant Funds Projects

Transfer of Funds - Effective Date: 8-1-79

From: Unappropriated Balance via Estimated Income

\$3,000,000

To: Capital Improvements Including Equipment:

Hospital Equipment Fund	\$1,300,000
John Sealy Hospital Area Renovations	980,000
Waterproof Exterior of Buildings	50,000
Install Trash and Garbage Disposal System	90,000
Reroof Allied Health Science, Administration Annex	60,000
New Sidewalk and Street Repair	30,000
Building Energy Conservation Projects	350,000
Relocate Medical Oxygen Storage Tank	50,000
Remodel Nursery and Neo-Natal Intensive Care Unit	90,000
<b>TOTAL</b>	<u><u>\$3,000,000</u></u>

Details of these projects will be presented to the Board at a later date for approval, or ratification, as appropriate.

THE UNIVERSITY OF TEXAS  
HEALTH SCIENCE CENTER AT HOUSTON

1978-79 BUDGET

Item No.	Explanation	Present Status	Proposed Status	Effective Dates
29.	Plant Funds Transfer of Funds  Amount of Transfer	From: Unappropriated Balance Educational and General Funds, via Estimated Income \$500,000	To: Unexpended Plant Funds - Special Project Allocation Fund \$500,000	7-1-79
Details of projects will be presented to the Board at a later date for ratification or approval, as appropriate.				
<u>Office of Data Processing</u>		<u>Current Salary Rate</u>	<u>Proposed Salary Rate</u>	
30.	Assistant Director of Data Processing Joseph D. Andrews	\$ 25,800	\$ 30,000	7-1-79
31.	Max E. Harrington	27,800	30,000	7-1-79
32.	Manager, Systems Programming (from Programmer Analyst III) Peter R. Schmidt	22,980	29,508	7-1-79
33.	Systems Analyst III James H. Aduddle	21,492	25,812	7-1-79
34.	Donald E. Chambers	24,564	26,700	7-1-79
35.	Richard A. Landkamer	23,760	27,612	7-1-79
36.	Programmer Analyst II Louise Dalton (from Computer Programmer II)	16,440	20,436	7-1-79

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THE UNIVERSITY OF TEXAS  
HEALTH SCIENCE CENTER AT HOUSTON  
(Continued)

1978-79 BUDGET

Item No.	Explanation	Present Status	Proposed Status	Effective Dates
		Current Salary Rate	Proposed Salary Rate	
<u>Office of Data Processing (Continued)</u>				
37.	Tam D. Dang Programmer Analyst I (from Computer Programmer I)	18,804	22,584	7-1-79
38.	Do K. Nguyen Computer Programmer I	15,900	19,104	7-1-79
39.	Ronald D. Larson Supervisor II, Computer Operations	14,376	16,716	7-1-79
40.	David L. Vale Computer Operator II (from Computer Operator I)	\$ 18,180	\$ 21,120	7-1-79
41.	George J. Katsaros <u>Houston Public Health School</u>	10,308	12,792	7-1-79
42.	Hardy D. Loe, Jr. (Non-tenure) Administrative Services Associate Professor Source of Funds: Departmental Salaries	\$38,100	\$42,500	8-1-79

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THE UNIVERSITY OF TEXAS  
HEALTH SCIENCE CENTER AT SAN ANTONIO

1978-79 BUDGET

Item No.	Explanation	Present Status		Proposed Status		Effective Dates
36.	Plant Funds Projects Transfer of Funds	From: Unappropriated Balance - General Funds via Estimated Income		To: Plant Funds Projects: Office Building Acquisition and Renovation		7-1-79
	Amount of Transfer	\$2,065,000		Computer Equipment	\$1,265,000	
					<u>800,000</u>	
					<u>\$2,065,000</u>	

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Item No.	Explanation	Present Status			Proposed Status			Effective Dates
		Salary Rate	Augmentation	Total Compensation	Salary Rate	Augmentation	Total Compensation	
	<u>San Antonio Medical School</u>							
37.	Paul M. Zeltzer (Non-tenure) Pediatrics Assistant Professor Source of Funds: American Cancer Society (paid direct)	\$ 35,000	---	\$ 35,000	\$ 37,000	---	\$ 37,000	7-1-79
38.	William I. Dittman (Non-tenure) Radiology Assistant Professor Source of Funds: Unallocated Salaries	\$ 39,000	\$ 6,500	\$ 45,500	\$ 41,000	\$ 6,500	\$ 47,500	7-1-79

040

THE UNIVERSITY OF TEXAS  
SYSTEM CANCER CENTER

1978-79 BUDGET

Item No.	Explanation	Present Status	Proposed Status	Effective Dates
11.	Plant Funds Projects Transfer of Funds	From: Unappropriated Balance General Funds via Estimated Income	To: Plant Funds Projects: Radiology Equipment \$2,000,000 Special Equipment 450,000 Construction Project No. 703-291 - Remodel Existing Building - Equipment 250,000 Allotment Account 3,500,000 Energy Conservation Project 250,000 Patient Recreation Center 300,000 Science Park Building Expansion 250,000 <u>\$7,000,000</u>	7-1-79
	Amount of Transfer	\$7,000,000		

Details of the projects will be presented to the Board at a later date for approval or ratification, as appropriate.

Item No.	Explanation	Present Status			Proposed Status			Effective Dates
		Salary Rate	Augmentation	Total Compensation	Salary Rate	Augmentation	Total Compensation	
12.	M. D. Anderson David L. Larson (Non-tenure) Surgery Assistant Surgeon (Head and Neck Surgery), Assistant Professor of Surgery Source of Funds: American Cancer Society Junior Faculty Fellowship Funds	\$ 27,000	\$ 13,500	\$ 40,500	\$ 31,500	\$ 13,500	\$ 45,000	8-1-79

THE UNIVERSITY OF TEXAS HEALTH CENTER AT TYLER

1978-79 BUDGET

Item No.	Explanation	Present Status	Proposed Status	Effective Dates
6.	Plant Funds Projects Transfer of Funds	From: Unappropriated Balance - General Funds	To: Plant Funds Projects - Energy Conservation Projects \$200,000 Outpatient Clinic Building - Renovation to meet Life Safety Codes 150,000 Renovation of "Unit B" 425,000 Landscaping 125,000 Special Equipment 450,000 <u>\$1,350,000</u>	8-1-79
	Amount of Transfer	\$1,350,000		
	Details of the projects will be presented to the Board at a later date for approval or ratification, as appropriate.			

REPORT OF ACADEMIC AND DEVELOPMENTAL AFFAIRS COMMITTEE (Pages 43 - 51). -- Committee Chairman Blumberg stated that all matters of the Academic and Developmental Affairs Committee were considered in open session and the recommendations had been approved without objection unless otherwise indicated. She filed the following report. There being no objection, the report was adopted:

1. U. T. System: Docket No. 6 of the Chancellor of the System (Attachment No. 1)(Catalog Change). -- Committee Chairman Blumberg reported that no exception had been received to Docket No. 6 of the Chancellor of the System. At the meeting no objections were offered during the consideration of the Docket, and the Docket was unanimously approved in the form distributed by the Secretary. It is attached (Attachment No. 1) following Page 157 and made a part of these Minutes.

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

FILE NO. -0-  
DOCUMENT ---  
REMARKS ---

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

2. U. T. Austin: Appointment of (a) Dr. William G. Lesso to E. C. H. Bantel Professorship for Professional Practice in College of Engineering for the Period September 1, 1979 through August 31, 1980; (b) Dr. J. Tinsley Oden to the Carol and Henry Groppe Professorship in Chemical Engineering for the Period September 1, 1979 through August 31, 1980; and (c) Professor Wilbur Cohen to the Sid Richardson Chair in Public Affairs in the Lyndon B. Johnson School of Public Affairs Effective Spring Semester 1980. -- By separate motions and without objection, approval was given to the recommendations of President Flawn and Chancellor Walker that:

- a. Dr. William G. Lesso be appointed the first holder of the E. C. H. Bantel Professorship for Professional Practice in the College of Engineering at The University of Texas at Austin for the period September 1, 1979 through August 31, 1980.

FILE NO. 1000  
DOCUMENT ---  
REMARKS ---

Dr. Lesso, a distinguished author, lecturer, and consultant, has made many contributions to the engineering profession as an educator and teacher and has provided leadership in the area of operations research.

See Page 123 for establishment of this professorship.

- b. Dr. J. Tinsley Oden, internationally known for his outstanding work in computational mechanics, be appointed to the Carol and Henry Groppe Professorship in Chemical Engineering at The University of Texas at Austin for the period September 1, 1979 through August 31, 1980.

FILE NO. 1000  
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REMARKS ---

It was noted that appointments to this Professorship would normally be limited to chemical engineers, but arrangements had been made at U. T. Austin with the full agreement of Carol and Henry Groppe for the appointment of Professor Oden, an Aerospace Engineer, to this Professorship.

- c. Professor Wilbur Cohen, former Secretary of the Department of Health, Education and Welfare, be appointed the initial holder of the Sid Richardson Chair in Public Affairs in the Lyndon B. Johnson School of Public Affairs at The University of Texas at Austin effective with the Spring Semester 1980. Of the nine months' base salary of \$52,000, \$22,000 will come from the Chair's endowment.

FILE NO. 1000  
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REMARKS

3. U. T. Austin: Establishment of B. M. "Mack" Rankin, Jr. Professorship in Petroleum Land Management in the College of Business Administration. -- Without objection, approval was given to establish the B. M. "Mack" Rankin, Jr. Professorship in Petroleum Land Management in the College of Business Administration at The University of Texas at Austin to be funded by The Business School Foundation and appointments thereto to be in accordance with the Regents' Rules and Regulations. The funds for the professorship will be held in The Business School Foundation and administered per the agreement with the Foundation.

FILE NO. 1000  
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REMARKS

The Business School Foundation reported that Mr. Rankin had given 4,000 shares of McMoran Oil and Gas Company common stock with a value of \$100,000 to The Business School Foundation (an external foundation) to fund the professorship.

4. U. T. Austin: *Athletics Council - Football* Approval to Retire Football Jersey Number Used by Earl Campbell. -- Unanimous approval was given to retire football jersey number 20 used by Earl Campbell during his years as a member of The University of Texas at Austin football team. Mr. Campbell, who played football at the University from 1974 to 1977, was awarded the Heisman Trophy in 1977, and his outstanding accomplishments in athletics and in sportsmanship as a professional football player continue to reflect credit on U. T. Austin.

FILE NO. MA  
DOCUMENTS  
REMARKS

5. U. T. El Paso: Constitution of the Student Association as Amended. -- President Templeton submitted amendments to the Constitution of the Student Association at The University of Texas at El Paso which had been approved by the Student Body in the 1979 spring election and had been reviewed and approved by the Office of General Counsel. The proposed amendments did not alter the structure or functions of the Student Association but provided only for the election of the External Affairs Vice-President by the Student Body instead of the Student Council.

FILE NO. 13  
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REMARKS

Upon the recommendation of President Templeton and Chancellor Walker, approval was given to amend Sections 1, 3 and 9 of Article II and Section 3 of Article III of the Constitution of the Student Association at U. T. El Paso, and the Constitution as amended was approved without objection as set out on Pages 45 - 50.

CONSTITUTION OF THE STUDENT ASSOCIATION

OF

THE UNIVERSITY OF TEXAS AT EL PASO

1976

PREAMBLE

We, the students of The University of Texas at El Paso, in order to establish a democratic student government representing all students regardless of race, sex, religion, and political or social belief; in providing the official voice through which student opinion may be expressed, in encouraging the development of student participation in the overall policies in the decision-making process of the University and in providing means for responsible and effective participation in the organization of student affairs and in the planning of its activities and in defending the rights of each student of the University, do hereby establish this Constitution.

ARTICLE I

- Section 1. The students at The University of Texas at El Paso shall be known as the Student Association of The University of Texas at El Paso.
- Section 2. Each student enrolled at this institution shall be a member of the Student Association and shall have the privilege of voting in Student Association elections and referenda.
- Section 3. The Student Association shall contain a governing body and that body shall be organized into two branches: the Student Council and the Judicial Branch.
- Section 4. Each student duly elected or appointed to office in the Student Association shall, before assuming the duties of that office, take the following oath administered by the Dean of Students or his representative: "I (officer repeats full name) do solemnly affirm that I will, to the best of my ability, fulfill, defend, and further the purpose and goals of the Student Association of The University of Texas at El Paso as stated in the Constitution."

ARTICLE II

- Section 1. All Executive and Legislative powers shall be vested in a Student Council composed of an Internal Affairs Vice-President, an External Affairs Vice-President, and fifteen (15) members and five (5) alternate members selected at large in a General Election of the Student Association.

Section 2. To qualify as an officer in the Student Association, a student must be enrolled for at least six (6) credit hours during the fall semester and be enrolled for at least six (6) credit hours during the spring semester; must have a 2.5 cumulative grade point average at the time he or she takes office and maintain a 2.5 grade point average during his or her term of office as stipulated by Article II, Section 8 of this Constitution; must have at least thirty (30) credit hours at The University of Texas at El Paso by the time that he or she takes office; and must not be on disciplinary or scholastic probation of any kind. Anyone who takes office without meeting stated requirements or who fails to meet stated qualifications during his or her term of office shall forfeit his seat on the Student Association Council and the next alternate in the line of succession shall take the vacated seat and all rights and privileges thereof.

Section 5. The Council seats, except the seats of the Student Association President, the Internal Affairs Vice-President, and the External Affairs Vice-President, shall be filled by the required number of candidates receiving the greatest number of votes. Each student shall vote for no more than three (3) candidates for Council seats.

Section 4. The offices of the Student Association President and Student Activities Coordinator shall be filled by the candidate in each race receiving a majority of the votes cast in a general election. Each student shall vote for no more than one (1) candidate for the office of Student Association President and for no more than one (1) candidate for the office of Activities Coordinator.

Section 5. A vacant seat on the Council shall be filled by the Alternate Member who received the greatest number of votes in the General Election.

Section 6. Any office-holder of the Student Association shall be removed from office upon conviction in an impeachment trial or upon suspension for improper conduct.

Section 7. Monthly Stipends for officers of the Student Association shall be as follows:

Student Association President	\$190
Student Activities Coordinator	\$190
Internal Affairs Vice-President	\$140
External Affairs Vice-President	\$140
Council Member	\$ 40

Any Council member who fails to attend any regular Council meeting or any regular meeting to which he/she has been appointed shall forfeit from his/her stipend ten dollars for each regular Council meeting and five dollars for each regular meeting, unless excused for such absence by a 2/3 vote of the Council. The total amount forfeited in any one month shall not exceed the total stipend for that month.

Section 8. The term of office for all officers shall be one year commencing on June 1 and ending May 31.

Section 2. The offices of the Student Association Internal Affairs Vice-President and Student Association External Affairs Vice-President shall be filled by the candidate in each race receiving a majority of the votes cast in a General Election. Each student shall vote for no more than one (1) candidate for the office of Student Association Internal Affairs Vice-President and for no more than one (1) candidate for the office of Student Association External Affairs Vice-President.

### ARTICLE III

Section 1. The Student Association President shall have the following powers and duties:

- a. To act as Chief Executive of the Student Association.
- b. To act with the Council to enforce this Constitution and legislation of the Student Association.
- c. To call Special Sessions of the Council and to call the First Sessions of the Council after a General Election if the Council has not met by the third week of its tenure.
- d. To sit as a non-voting Member of the Council and all of its Committees.
- e. To veto legislation, but not resolutions, of the Council in totality but not in item.
- f. To sit as Chairman of the Executive Committee of the Council.

Section 2. The office of Student Association Internal Affairs Vice-President shall be filled by the candidate receiving a majority of votes cast in a General Election. The Internal Affairs Vice-President shall have the following powers and duties:

- a. To preside over sessions of the Council if not acting as Student Association President.
- b. To become Student Association President if the office becomes vacant and to assume the office of President if the President is absent or disabled.
- c. To call Special Sessions of the Council.

Section 3. The Office of Student Association External Affairs Vice-President shall be filled by the candidate receiving a majority of votes cast in a General Election. The External Affairs Vice-President shall have the following powers and duties:

- a. To act as liaison between the Student Association and local, state, and national student organizations.
- b. To preside over Sessions of the Council in the absence of the Internal Affairs Vice-President.
- c. To recommend to the Council students to travel on Student Association funds.

Section 4. The Student Activities Coordinator shall have the following powers and duties in conjunction with the Student Program Advisor:

- a. To plan, coordinate, and carry out Student Activities on campus.
- b. To appoint committees to help in planning Student Activities.
- c. To spend, contract, and/or arbitrate the use of funds allocated to Student Activities.

Section 5. Alternate Members of the Council shall have the same privileges as Members except the privilege of voting in Council and Committee Sessions.

Section 6. The Council shall appoint an Attorney General to represent the Student Association in the University Judicial System and to prosecute violations of the Constitution, legislation of the Student Association, and any other regulations within the jurisdiction of the Student Association.

Section 7. The council shall appoint a Public Defender to represent students accused of violation of the Constitution, legislation of the Student Association, and any other regulations within the jurisdiction of the Student Association.

Section 8. The Student Association President shall have the power to make Interim appointments. Said Interim appointments shall be effective for thirty (30) calendar days. The Council shall have thirty (30) days to make a permanent appointment to any position filled by an Interim appointee. No Interim appointee shall be allowed to succeed himself or herself as an Interim appointee.

#### ARTICLE IV

Section 1. The Council shall appoint, on or before its fourth Session, an Executive Committee composed of the Student Association President, the Internal and External Affairs Vice-Presidents, the Activities Coordinator, and the Chairpersons of the Finance and Ways and Means Committees. The Executive Committee shall have the following powers and duties:

- a. To recommend to the Council applicants to fill appointive positions in the Student Association.
- b. To recommend to the Council the formation of Student Association Ad Hoc Committees.
- c. To formulate, and recommend to the Council, goals and policies for the Student Association.

Section 2. The Council shall appoint from among its membership, on or before its fourth Session, a Ways and Means Committee to advise the Council on all procedural matters of the Student Association.

Section 3. The Council shall appoint from among its membership, on or before its fourth Session, a Finance Committee to advise the Council on all financial matters of the Student Association.

Section 4. The Council shall appoint an Election Commission to compile an Election Code to set forth all necessary regulations for Student Association elections. The Election Code shall be submitted to the Council for approval by a 2/3 Roll Call Vote.

Section 5. A majority of the Roll of the Council shall constitute a quorum for the transaction of business and shall be called a Session of the Council.

- Section 6. The Council shall approve by a 2/3 Roll Call Vote all rules and regulations necessary to its expedient and proper operation.
- Section 7. The Council shall have the sole power of impeachment by a 2/3 Roll Call Vote. Any member of the Student Association may initiate impeachment charges. The Chief Justice of the Supreme Court shall preside over the Council in an impeachment trial except in cases involving members of the Judicial Branch in which case the Internal Affairs Vice-President shall preside.
- Section 8. All Sessions of the Council and its Committees shall be open.

#### ARTICLE V

- Section 1. All judicial powers shall be vested in a Supreme Court and such inferior courts as may be established by the Council. The Supreme Court shall consist of seven students appointed by the Council from those students submitting petitions. Justices shall remain in their positions unless they are disqualified, impeached and convicted, or resign.
- Section 2. The Supreme Court shall have original jurisdiction over cases involving the Constitution, statutes of the Student Association, and any other case referred to it by the Council, as stipulated by the Constitution, and/or the Office of Student Affairs.
- Section 3. If any statute of the Student Association, in part or in its entirety, be found contrary to the Constitution, said statute shall be declared null and void by the Supreme Court.
- Section 4. The Supreme Court shall have appellate jurisdiction over all inferior court decisions.
- Section 5. The Supreme Court shall approve by 2/3/ Roll Call Vote all rules and regulations necessary for its proper and expedient operation and the proper and expedient operation of the Judicial Branch.
- Section 6. The Supreme Court shall publish three bound copies of its official proceedings at the end of the academic year to be permanently located at the following places:
- a. Office of the Student Association.
  - b. Office of Student Affairs.
  - c. Office of the University Librarian.

#### ARTICLE VI

- Section 1. Legislation may be initiated by any member of the Student Association.

Section 2. A presidential veto of an act passed by the Council may be overridden by a 2/3 Roll Call Vote of the Council.

- a. All legislation passed by the Council and signed by the Student Association President shall be embodied in the law of the Student Association.
- b. If the Student Association President does not sign an act of the Council within ten days of its passage, the act shall become law.

Section 3. All official records, orders, journals, and proceedings of the Council shall become an official record of the University and shall be distributed as follows:

- a. The Office of the Student Association.
- b. The Office of Student Affairs.
- c. The Office of the University Librarian.

#### ARTICLE VII

Section 1. An amendment to the Constitution may be initiated by the Council or by petition of fifty (50) members of the Student Association to the Council. If an amendment is initiated by petition bearing three hundred fifty (350) signatures of members of the Student Association or two-and-one half per cent (2 1/2%) of the Student Association, whichever is greater, then the amendment shall be submitted to the student electorate for a vote.

Section 2. If an amendment proposed to Council receives the support of a majority of the Roll of the Council in Regular Session, it shall be submitted to the student electorate for a vote. Proposed amendments must be presented to the University newspaper in full text preceding its presentation to the student electorate for approval. Full texts must be made available to all Student Association members prior to the election upon request.

Section 3. A majority of the ballots cast upon an amendment shall be necessary for the amendment to become part of this Constitution.

Section 4. All amendments to the Constitution shall replace the Articles and Sections for which they are written.

#### ARTICLE VIII

This Constitution, and any amendment thereto, shall not be effective unless and until approved by the Board of Regents of The University of Texas System; and, shall otherwise in all respects be subject to the Rules and Regulations of said Board of Regents. Notwithstanding any such approval, any provision of this Constitution, or any amendment thereto, which is in conflict with said Rules and Regulations (as determined by the Board of Regents) shall be null and void.

6. U. T. San Antonio: Authorization to Change Name of the Concentration Institutions of Higher Education to Adult and Higher Education Under the Master of Arts Degree in Education and Report to the Coordinating Board (Catalog Change). -- Without objection, approval was given to change the name of the concentration Institutions of Higher Education to Adult and Higher Education under the Master of Arts Degree in Education at The University of Texas at San Antonio and to so notify the Coordinating Board, Texas College and University System for any appropriate action. This change represents a name change only and more accurately reflects the current program emphases in the concentration. No additional faculty or funds will be required as a result of the title change.

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It was ordered that the next appropriate catalog published at U. T. San Antonio be amended to conform.

7. U. T. Tyler: Authorization to Seek Permission from Coordinating Board to Establish a Bachelor of Science Degree in Nursing (Catalog Change). -- Upon the recommendation of President Stewart and Chancellor Walker and on motion of Regent Fly, authorization was granted to seek permission from the Coordinating Board, Texas College and University System to establish a Bachelor of Science Degree in Nursing at The University of Texas at Tyler. This program will be an addition to the upper division nursing education program currently authorized only for registered nurses who have completed an associate degree or a diploma program in nursing. Clinical facilities, including The University of Texas Health Center at Tyler, and instructional personnel are available to support the program; and it will be financed with formula generated funds when it becomes operational.

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REMARKS —

If approved by the Coordinating Board, Texas Eastern School of Nursing, an independent educational entity located in Tyler, will phase out its three-year diploma program in nursing education. With respect to the phasing out of this program, Regent Fly expressed concern and indicated that this was his only objection to the recommendation. He pointed out that there is an extreme need for day-to-day care nursing.

If this program is approved by the Coordinating Board, the next appropriate catalog published at U. T. Tyler will be amended to reflect this new program.

REPORT OF BUILDINGS AND GROUNDS COMMITTEE (Pages 51-72). -- Committee Chairman Law said that before he submitted the report of the Buildings and Grounds Committee he would like to clarify any uncertainty that could exist regarding the action taken by the Committee relating to the Brackenridge-Deep Eddy Apartments (Housing Units) at The University of Texas at Austin. Pursuant to the action of the Committee, the Board, in adopting its report, did effectuate the following:

- a. Authorize the U. T. Austin Administration and the Office of Facilities Planning and Construction to begin immediately a feasibility study of the possibility of renovating the Brackenridge-Deep Eddy Apartments or the replacement of the structures with low-cost low-rent housing either on the present site or at another location

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- b. Direct U. T. Austin Administration to complete at the earliest feasible date and in accordance with priorities established by the Fire Marshal those modifications necessary for the safety of current residents
- c. Authorize the funding of the necessary safety modifications (approximately \$400, 000) from appropriate reserve accounts of the U. T. Austin housing programs in order to assure safe conditions while maintaining the lowest possible rental rates

Committee Chairman Law then presented and moved the adoption of the following report of the Buildings and Grounds Committee stating that all items had been considered in open session. The report was adopted without objection:

Report

The Buildings and Grounds Committee met and completed its business on Thursday afternoon, October 11, 1979. The following items were considered and approved without objection unless otherwise indicated:

1. U. T. Austin - Brackenridge-Deep Eddy Apartments (Housing Units): (a) Authorization for Feasibility Study to Renovate or to Replace Structures with Low-Cost Low-Rent Housing Either on Present Site or at Another Location; (b) Instructions to Proceed with Modifications Necessary for Safety in Accordance with Priorities Established by Fire Marshal and Approval of Funding Therefor; and (c) Appointment of Wilson-Stoelje-Martin, Inc., Austin, Texas, Consulting Architect. --Committee Chairman Law called as the first order of business consideration of the recommendations relating to the Brackenridge-Deep Eddy Apartments (Housing Units) at The University of Texas at Austin. He read the background information and the following recommendations of President Flawn and Chancellor Walker as submitted to the Regents in the Material Supporting the Agenda:

- a. Authorize the U. T. Austin Administration and the Office of Facilities Planning and Construction to begin immediately a feasibility study of new structures to replace the existent Brackenridge-Deep Eddy Apartments. The study is to include both construction and financing options.
- b. Authorize plans for the removal of the Brackenridge-Deep Eddy Housing Units to be completed by August 31, 1982. To this end:
  - (1) Complete at the earliest feasible date and in accordance with priorities established by the Fire Marshal those modifications necessary for the safety of current residents
  - (2) Effective immediately, no new contracts for these units will be issued. Contracts of current residents will not be renewed to extend beyond the end of the 1982 Summer Session
  - (3) Effective immediately, a policy of consolidation of apartment assignments will be followed whenever feasible so that phased demolition of vacant buildings can be carried out

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- c. Authorize the funding of the necessary safety modifications (approximately \$400,000) from appropriate reserve accounts of the U. T. Austin housing programs in order to maintain the lowest possible rental rates during the phase-out period.
- d. Authorize the Division of Housing and Food Service to give priority consideration to placing dislocated residents in other U. T. Austin housing if they request it. Those current Brackenridge-Deep Eddy residents who have not completed the degree program in which they are now enrolled by August 31, 1982, will have priority consideration for placement in other housing.

After the recommendations had been placed before the Committee, Committee Chairman Law called on those representatives of the Brackenridge-Deep Eddy Apartments who had requested to appear before the Board. Ms. Catherine Baris, Ms. Erica Luckstead, Mr. Jeff Archer, Mrs. Linda Benskin, Mr. Richard Benskin and Ms. Sonja Flora spoke briefly. Though representing two different groups, they were all seeking the Board's commitment to provide low-cost low-rent housing for family units. (Written statements were submitted and are in the Secretary's files.)

Following a lengthy discussion, Regent Newton moved that the recommendations of President Flawn and Chancellor Walker be approved. Regent (Mrs.) Blumberg seconded the motion.

Regent Fly offered a substitute motion to which he accepted amendments by Regent Hay (relating to renovation or replacement) and Regent Powell (relating to site).

Regent Hay seconded the substitute motion as amended, as follows:

U. T. Austin Administration is hereby:

- a. Authorized and directed to begin immediately with the Office of Facilities Planning and Construction a feasibility study of the possibility of renovating the Brackenridge-Deep Eddy Apartments or the replacement of the structures with low-cost low-rent housing\* either on the present site or at another location
- b. Directed to complete at the earliest feasible date and in accordance with priorities established by the Fire Marshal those modifications necessary for the safety of current residents
- c. Authorized to fund the necessary safety modifications (approximately \$400,000) from appropriate reserve accounts of the U. T. Austin housing programs in order to assure safe conditions while maintaining the lowest possible rental rates

The question recurred on the substitute motion and prevailed by the following vote:

AYES: Regents Fly, Hay, Law, Powell and Richards

NOES: Regents Blumberg, Newton and Williams

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\*Regent Hay suggested an approximate range of \$20-\$30 per square foot.

Regent Richards moved that the firm of Wilson-Stoeltje-Martin, Inc., Austin, Texas, be appointed Consulting Architect to begin the feasibility study for the project. At which time Regent Hay suggested that the architectural firm be instructed to read the students' definition of low-cost housing, to-wit: "safe shelter which provides only the necessary requirements for basic living and which excludes such luxuries as air conditioning and built-in appliances...."

Regent Powell seconded the motion which was approved without objection.

Chancellor Walker was of the opinion that the feasibility study could be completed by the February 1980 meeting.

It was understood in the discussion that contracts for vacancies occurring in these apartments (the earliest of which would be in January 1980) would be entered into only through the period ending August 31, 1980. It was further understood that there is a reasonable possibility that in no event would contracts continue beyond August 31, 1982.

Summarily, Committee Chairman Law (before proceeding to the next item) said that it seemed apparent that there had been a feeling of suspicion and distrust of the Administration and the Board of Regents by some of the Brackenridge-Deep Eddy residents, based on a rumor that the Administration and the Board of Regents proposed to tear down the apartments and use the site for commercial purposes. He had called attention to this rumor at the July meeting and he reiterated that there was no basis either to this rumor or to the suggestion that the Board of Regents was not interested in the students and low-cost housing. He said the Regents' action at this meeting had demonstrated that the reverse was true.

Committee Chairman Law commended President Flawn and Dr. Brown for their study and report, and he complimented the Brackenridge-Deep Eddy residents on their presentation. He emphasized that President Flawn and Dr. Brown, as well as the members of the Board of Regents, had the students' interest at heart.

- 2. U. T. Arlington - Pedestrian Bridge Over Mitchell Street: Award of Contract to Ed A. Wilson, Inc., Fort Worth, Texas, and Additional Appropriation. --System Administration reported that all bids received for the construction of the Pedestrian Bridge over Mitchell Street at The University of Texas at Arlington exceeded the final construction cost estimate of \$194,000 submitted by the Project Architect, Mikusek-Marsee & Associates, Arlington, Texas. An analysis indicated that the higher costs were attributable to rising cost of concrete and lack of competitive bidding due to increased construction in all major cities where precasting contractors operate. System Administration did not think rebidding would result in lower bids.

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Based on the urgent need for a safe crossing over Mitchell Street from existing parking areas, the Buildings and Grounds Committee without objection:

- a. Authorized the U. T. Arlington Administration to award the construction contract for the Pedestrian

Bridge over Mitchell Street at U. T. Arlington to the lowest responsible bidder, Ed A. Wilson, Inc., Fort Worth, Texas, in the base bid amount of \$236,213

- b. Authorized a revised total project cost of \$255,000 to cover the construction contract award, site development, fees and related project expenses
- c. Appropriated additional funds in the amount of \$35,000 from Ad Valorem Tax funds to provide for the total project cost, \$220,000 having been previously appropriated from this same source
3. U. T. Arlington - School of Nursing, Including General Classroom and Office Facilities: Additional Appropriation. -- Upon the recommendation of President Nedderman and Chancellor Walker and without objection, an additional \$111,710 was appropriated from Ad Valorem Tax funds for professional fees due the Project Architect, Geren Associates, Fort Worth, Texas, for preparation of the approved final plans for The University of Texas at Arlington School of Nursing, Including General Classroom and Office Facilities. (Final plans approved June 1, 1979, Permanent Minutes, Volume XXVI, Page 3344.)

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This project has been delayed because of problems with funding.

4. U. T. Arlington - Stadium (Multipurpose Athletic Facility): Approval of Inscription for Plaque. -- Contingent upon approval of the recommendation in the Committee of the Whole of this meeting to name the Stadium (Multipurpose Athletic Facility) at The University of Texas at Arlington "Maverick Stadium," the following inscription was approved for the plaque to be placed on the facility. This inscription follows the standard pattern approved by the Board of Regents on June 1, 1979:

MAVERICK STADIUM

1978

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BOARD OF REGENTS

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

E. D. Walker  
Chancellor, The University  
of Texas System  
Wendell H. Nedderman, President  
The University of Texas  
at Arlington

Schrickel, Rollins and Associates,  
Inc., Land Planners - Engineers  
Project Architect

Walker Construction Company  
Contractor

(See Page 133 for approval of name.)

5. U. T. Arlington - Student Housing (Initial Phase): Approval of Final Plans and Authorization to Advertise for Bids (Project Approved by Coordinating Board). -- Final plans and specifications for the initial phase of the student housing project at The University of Texas at Arlington had been prepared by the Project Architect, Geren Associates, Fort Worth, Texas, and were submitted for approval.

Upon the recommendation of President Nedderman and Chancellor Walker, the Buildings and Grounds Committee without objection:

- a. Approved the final plans and specifications for the Student Housing (Initial Phase - housing for 164 students plus an additional 48 if funds permit) at The University of Texas at Arlington at an estimated total project cost of \$3,143,390
- b. Authorized the Office of Facilities Planning and Construction to advertise for bids which will be presented to the Board of Regents for consideration at a future meeting

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This project was approved by the Coordinating Board, Texas College and University System at its July 24-25, 1979 meeting. It will be funded from Revenue Bond proceeds and Auxiliary Enterprises Balances.

6. U. T. Arlington: Easement to Texas Electric Service Company to Provide Guy Wire Installation Along Border Street (Regents' Underground Easement Policy Waived). -- In order to provide structural support for an electric service pole on The University of Texas at Arlington property involved in the widening of Border Street, and at the request of Texas Electric Service Company, the Regents' policy with respect to all easements being underground was waived, and a 5' by 15' easement was granted to Texas Electric Service Company for a guy wire installation. This linear easement is on Lot 25-B, Lampe Addition, more particularly described in a deed recorded in Volume 4970, Page 57, Deed Records of Tarrant County, Texas.

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The easement document will provide that the easement will be terminated when the need for the guy wire no longer exists.

7. U. T. Austin - Animal Resources Center - Completion of Project - Humidity Control Improvements: Report of Contract Award by U. T. Austin Administration to Central Mechanical, Inc., Austin, Texas, and Approval of Total Project Cost. -- Without objection, the Buildings and Grounds Committee:

- a. Received and approved a report from the U. T. Austin Administration that in accordance with authorization at the July 1979 meeting (Permanent Minutes, Volume XXVI, Page 3903) it had

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awarded a construction contract for the Humidity Control Improvements to the Animal Resources Center at The University of Texas at Austin to the lowest responsible bidder as set out below:

Central Mechanical, Inc.,  
Austin, Texas

Base Bid

\$147,400

- b. Approved a total project cost of \$225,000 for this Humidity Control Improvements project to cover the construction contract award, air balancing, fees and miscellaneous expenses within previously appropriated funds
8. U. T. Austin - Facilities Improvements for School of Architecture:  
(a) Approval of Preliminary Plans (Remodeling of Goldsmith Hall, Sutton Hall and West Mall Office Building Plus New Construction at Goldsmith Hall and Site Development); (b) Authorization to Prepare Final Plans for Phase I (Remodeling of Goldsmith Hall and Sutton Hall, New Construction at Goldsmith Hall and Site Development); and (c) Additional Appropriation Therefor. -- There was on exhibit a large model of the Facilities Improvements project for the School of Architecture at The University of Texas at Austin. The preliminary plans and specifications for this project had been prepared by the Project Architect, Thomas-Booziotis & Associates, Dallas, Texas, and Chartier Newton, Austin, Texas.

Upon the recommendation of President Flawn and Chancellor Walker, the Buildings and Grounds Committee without objection:

- a. Approved the preliminary plans and specifications for facilities improvements (remodeling of Goldsmith Hall, Sutton Hall and West Mall Office Building plus new construction at Goldsmith Hall and site development) to the School of Architecture at U. T. Austin at an estimated current construction cost of \$14,000,000
- b. Authorized proceeding with final plans for Phase I only (remodeling of Goldsmith Hall and Sutton Hall, new construction at Goldsmith Hall and site development) at an estimated construction cost not to exceed \$12,350,000 exclusive of fees, contingencies, administrative costs, escalation and equipment (The Project Architect, Thomas-Booziotis & Associates, Dallas, Texas, and Chartier Newton, Austin, Texas, was directed to explore all possible cost savings that may be made to reduce the project cost.)
- c. Appropriated additional funds in the amount of \$685,000 from the Available University Fund for fees and related

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project expenses through completion of final plans and specifications for Phase I

It was noted that final plans for the future remodeling of the West Mall Office Building will be deferred pending available funding.

9. U. T. Austin - College of Business Administration and Graduate School of Business: Authorization for Feasibility Study for Facilities Improvements and Expansion; Appointment of Graeber, Simmons & Cowan, Inc., Austin, Texas, Consulting Architect; and Appropriation Therefor. --The Buildings and Grounds Committee without objection:

- a. Authorized a feasibility study for Facilities Improvements and Expansion of the College of Business Administration and the Graduate School of Business at The University of Texas at Austin
- b. Appropriated \$20,000 from Available University Fund for the feasibility study including fees and related expenses

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Upon motion of Regent Newton, seconded by Regent Richards, the firm of Graeber, Simmons & Cowan, Inc., Austin, Texas, was appointed Consulting Architect to work with a Planning Committee from U. T. Austin and the Office of Facilities Planning and Construction in preparing the feasibility study and cost estimate for the improvements of the College of Business Administration and the Graduate School of Business at U. T. Austin. The study and cost estimate will be presented to the Board of Regents for consideration at a future meeting.

This project will be funded from Permanent University Fund Bond proceeds and the Available University Fund.

10. U. T. Austin - Engineering Teaching Center II - Modification and Completion of Project; Authorization to Prepare Revised Final Plans and Appropriation Therefor. --System Administration submitted recommendations with respect to reactivation of the Engineering Teaching Center II project at The University of Texas at Austin. Final plans and specifications for this project had been approved by the Board of Regents at its meeting on September 11, 1972; however, on that same date the project had been ordered delayed until the funding necessary for the construction had been completed. The project had remained dormant since that time with a resulting space deficiency for the College of Engineering.

Based on these recommendations, the Buildings and Grounds Committee without objection:

- a. Authorized modification and expansion of the U. T. Austin Engineering Teaching Center II to provide space for the Department of Mechanical Engineering and other related College of Engineering programs in a building of approximately 200,000 gross square feet at an estimated total (purely estimated) project cost of \$16,000,000

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- b. Authorized the Administration of U. T. Austin, the Office of Facilities Planning and Construction and the Project Architect, Page Southerland Page, Austin, Texas, to develop the modifications through preparation of the final revised plans and cost estimate which will be presented to the Board of Regents for consideration at a future meeting
- c. Appropriated \$280,000 from the Available University Fund toward additional fees for modification of previously completed final plans

This project will be funded from Permanent University Fund Bond proceeds and the Available University Fund.

- 11. U. T. Austin - Robert Lee Moore Hall: Authorization for Pedestrian Plaza Improvements and New Landscape Planting Over Construction Site of Texas Experimental Tokamak (TEXT) Project in Fusion Research Center; Appointment of John C. Robinson, Jr., Austin, Texas, Project Architect to Prepare Final Plans; and Appropriation Therefor. --System Administration reported that modification of the existing underground laboratory to accommodate the new and larger Texas Experimental Tokamak (TEXT) machine and ancillary equipment in the Fusion Research Center of Robert Lee Moore Hall at The University of Texas at Austin was approximately 90% complete, and that upon completion it would be necessary to reconstruct an improved plaza with landscape planting over the site of the construction.

Whereupon, the Buildings and Grounds Committee without objection:

- a. Authorized Pedestrian Plaza Improvements and New Landscape Planting over the construction site of the Texas Experimental Tokamak (TEXT) project in the Fusion Research Center at Robert Lee Moore Hall of The University of Texas at Austin at an estimated total project cost of \$150,000
- b. Appropriated \$8,500 from Available University Fund for fees and related project expenses through completion of final plans

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Upon motion of Regent Fly, duly seconded, John C. Robinson, Jr., Austin, Texas, was appointed Project Architect to prepare final plans and cost estimate for this project. These plans will be presented to the Board of Regents for consideration at a future meeting.

The project will be funded from the Available University Fund.

- 12. U. T. Austin - Refurbishment of 1941 Music Building (Except Recital Hall): Authorization for Project; Appointment of Wilson-Stoeltje-Martin, Inc., Austin, Texas, Project Architect to Prepare Final Plans; and Appropriation Therefor. --Without objection, the Buildings and Grounds Committee:

- a. Authorized refurbishment of the 1941 Music Building (except Recital Hall) at The University of Texas at

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Austin for use by the College of Liberal Arts at an estimated total project cost not to exceed \$500,000

This refurbishment will include the addition of an elevator, other improvements for the physically handicapped, repainting, minor partition and various electrical changes.

- b. Appropriated \$24,500 from Available University Fund for fees and related project expenses through completion of final plans

Upon motion of Regent Richards, duly seconded, the firm of Wilson-Stoeltje-Martin, Inc., Austin, Texas, was appointed Project Architect to prepare final plans and cost estimate to be presented to the Board of Regents for consideration at a future meeting.

This project will be funded from the Available University Fund.

13. U. T. Austin - Townes Hall (Law School Building) - Alterations and Additions: Award of Contracts for Furniture and Furnishings to (a) Abel Contract Furniture & Equipment Co., Inc., Austin, Texas; (b) Rockford Business Interiors, Austin, Texas; and (c) Yochems, Corpus Christi, Texas. --System Administration submitted a tabulation of the bids received for furniture and furnishings for the Alterations and Additions to Townes Hall (Law School Building) at The University of Texas at Austin, and reported that the low bid for Base Proposal "D" (Traditional Desks) was non-responsive in that it did not meet specifications.

Whereupon, the Buildings and Grounds Committee without objection awarded contracts for furniture and furnishings for the Alterations and Additions to Townes Hall (Law School Building) at U. T. Austin to the lowest responsible bidders as set out below:

a. ✓	Abel Contract Furniture & Equipment Co., Inc., Austin, Texas		FILE NO. <u>200</u>
	Base Proposal "C" (Traditional Chairs)	\$ 4,762.95	DOCUMENT <u>✓</u>
	Base Proposal "D" (Traditional Desks)	<u>20,394.80</u>	REMARKS <u>   </u>
	Total Contract Award to Abel Contract Furniture & Equipment Co., Inc.	\$ 25,157.75	
b. ✓	Rockford Business Interiors Austin, Texas		
	Base Proposal "E" (Miscellaneous Furniture)	60,737.40	
c. ✓	Yochems, Corpus Christi, Texas		
	Base Proposal "A" (Wood Furniture)	\$ 62,164.30	
	Base Proposal "B" (Contemporary Furniture)	<u>37,389.25</u>	
	Total Contract Award to Yochems	<u>99,553.55</u>	
	GRAND TOTAL CONTRACT AWARDS	\$ <u>185,448.70</u>	

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

*Chemistry Bldg.*

14. U. T. Austin - Robert A. Welch Hall - Renovation of Initial (1929) Building: Approval of Final Plans and Authorization to Advertise for Bids. -- The final plans and specifications for the renovation of the initial portion of Robert A. Welch Hall at The University of Texas at Austin had been prepared by the Project Architect, Graeber, Simmons & Cowan, Inc., Austin, Texas, and were presented for approval.

Following a brief discussion, the Buildings and Grounds Committee without objection:

- a. Approved the final plans and specifications for the Renovation of Initial (1929) Building - Robert A. Welch Hall at U. T. Austin at an estimated project cost of \$11,700,000

This renovation includes improving the mechanical, electrical, and utility systems; new laboratory furniture and fume hoods; access for mobility impaired persons; contemporary safety devices; refurbishment of all interior spaces, including preservation of original hand decorated ceiling areas; cleaning of masonry exterior and repainting of trim; and site improvements including landscape planting.

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- b. Authorized the Office of Facilities Planning and Construction to advertise for bids which will be presented to the Board of Regents for consideration at a future meeting

This project will be funded from Permanent University Fund Bond proceeds and the Available University Fund.

15. U. T. Austin - Addition to Robert A. Welch Hall - Completion of Project - Fume Hood Improvements: Approval of Final Plans, Authorization to Advertise for Bids and Appropriation for Fees. -- System Administration reported that although the Addition to Robert A. Welch Hall at The University of Texas at Austin had been completed in 1978, after occupancy of the laboratory facilities in the building it was determined that the originally specified fume hood exhaust system was deficient and remedial action was necessary to meet Life Safety Code provisions for scientific research. Corrective work to eliminate this deficiency was proposed.

Without objection, the Buildings and Grounds Committee:

- a. Approved the final plans and specifications for the Fume Hood Improvements for the Addition to Robert A. Welch Hall at U. T. Austin at an estimated project cost of \$430,000

Such corrective work includes 15 new fume exhaust systems, modifications to 6 existing fume exhaust systems and associated electrical and control modifications needs to be added to the existing 107 fume hoods and 14 special ventilator cabinets.

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- b. Authorized the Office of Facilities Planning and Construction to advertise for bids which will be presented to the Board of Regents for consideration at a future meeting
- c. Appropriated funds in the amount of \$35,000 from the Available University Fund for fees and related project expenses through completion of final plans and specifications
16. U. T. Austin - Temporary Surge Facilities at Wooldridge Hall (Adjacent Temporary Buildings - One-Story, Portable Structures): Authorization for Project; Appointment of Pfluger & Polkinghorn, Austin, Texas, Project Architect to Prepare Final Plans; and Appropriation Therefor. --System Administration reported that significant portions of Sutton Hall and Goldsmith Hall would need to be vacated for the School of Architecture Facilities Improvements project at The University of Texas at Austin (Item 8, Page 57), and that this needed surge space could be provided through use of Wooldridge Hall and construction of adjacent temporary buildings.

Following a discussion, the Buildings and Grounds Committee without objection:

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- a. Authorized a project for Temporary Surge Facilities at Wooldridge Hall (adjacent temporary buildings - one-story, portable structures) for interim use by the School of Architecture at U. T. Austin at an estimated total project cost of \$250,000

(These temporary buildings will be available for relocation when Phase I of the School of Architecture Facilities Improvements project is completed in three to four years.)

- b. Appropriated \$16,000 from the Available University Fund for fees and related project expenses through completion of final plans

Upon motion of Regent Williams, duly seconded, the firm of Pfluger & Polkinghorn, Austin, Texas, was appointed Project Architect to prepare final plans and cost estimate to be presented to the Board of Regents for consideration at a future meeting.

This project will be funded from the Available University Fund.

17. U. T. Austin - McDonald Observatory - Visitors Information Center: Award of Contract for Furniture and Furnishings to Abel Contract Furniture & Equipment Co., Inc., Austin, Texas. --Without objection, the Buildings and Grounds Committee awarded a contract for furniture and furnishings for the Visitors Information Center at McDonald Observatory of The University of Texas at Austin to the lowest responsible bidder as set out below:

✓ Abel Contract Furniture & Equipment Co., Inc.  
Austin, Texas

Base Proposal "A" (Lounge Furniture) \$ 5,876.94

Base Proposal "B" (Office Furniture) 2,734.90

Base Proposal "C" (Miscellaneous) 11,718.14

Total Contract Award \$ 20,329.98

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This contract award will provide the furniture and furnishings essential to start-up operations of the Center from funds previously appropriated for the project. (\$263,000 appropriated from Permanent University Fund Bond proceeds, Permanent Minutes, Volume XXVI, Page 3966 )

- 18. U. T. El Paso - College of Business Administration Classroom and Office Building: Approval of Preliminary Plans and Additional Appropriation Therefor. --The preliminary plans and specifications for the construction of the College of Business Administration Classroom and Office Building at The University of Texas at El Paso had been prepared by the Project Architect, Fouts, Langford, Gomez, Moore, Inc., El Paso, Texas. The plans were presented by Mr. Joe Gomez of this firm.

Following a discussion, the Buildings and Grounds Committee without objection:

- a. Approved the preliminary plans and specifications for the design of the College of Business Administration Classroom and Office Building at U. T. El Paso at an estimated total project cost of \$6,800,000
- b. Authorized the Project Architect, Fouts, Langford, Gomez, Moore, Inc., El Paso, Texas, to prepare final plans and specifications to be presented to the Board of Regents for consideration at a future meeting
- c. Appropriated additional funds in the amount of \$199,000 from Permanent University Fund Bond proceeds for fees and related project expenses through completion of final plans and specifications

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- 19. U. T. El Paso - Expansion of Union Facilities: Award of Contract to Croom Construction Company, El Paso, Texas, Subject to Negotiating Reduction in Contract Price and Additional Appropriation Therefor: Inscription for Plaque. --System Administration reported that all (four) bids received for the construction of the Expansion of the Union Facilities at The University of Texas at El Paso exceeded the final construction cost estimate of \$3,260,000 submitted by the Project Architect, Garland and Hilles, El Paso, Texas. However, rather than rejecting all bids, revising the project cost downward and redrawing the final plans, the U. T. El Paso Administration would prefer to proceed with the project by negotiated cost reduction to avoid further escalation in cost of materials and labor. To this end, negotiations had been initiated with the lowest responsible bidder to secure substantial cost reductions, and a cost savings of approximately \$210,000 could be negotiated by deleting items which would not adversely change the project, such as omission of bookstore fixtures, modifications to existing dining and serving areas and service bridge.

Following a brief statement by President Templeton, the Buildings and Grounds Committee without objection:

- a. Awarded a construction contract for the U. T. El Paso Expansion of Union Facilities to the lowest responsible bidder, Croom Construction Company, El Paso, Texas,

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- in the amount of the Base Bid of \$4,110,000 subject to negotiating a reduction in the contract price by at least \$210,000; the final figure to be reported to the Board of Regents
- b. Authorized a revised total project cost of \$4,250,000 to cover the building construction contract award, fees and related project expenses
  - c. Appropriated additional funds in the amount of \$4,090,000 from Combined Fee Revenue Bonds to provide for the total project cost, \$160,000 having been previously appropriated

This project includes new construction of approximately 50,300 square feet and alterations to approximately 27,000 square feet in the 1969 existing building. The project was approved by the Coordinating Board, Texas College and University System at its March 1979 meeting.

Subsequent to the award of the contract for the construction of the Expansion of the Union Facilities at U. T. El Paso, the following inscription was approved for the plaque to be placed on the facilities. This inscription follows the standard pattern approved by the Board of Regents on June 1, 1979:

ADDITION TO UNION

1979

BOARD OF REGENTS

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

E. D. Walker  
Chancellor, The University  
of Texas System  
Arleigh B. Templeton  
President, The University  
of Texas at El Paso

Garland and Hilles  
Project Architect

Croom Construction Company  
Contractor

20. Dallas Health Science Center - Fred F. Florence Bioinformation Center - Addition of Two Floors; Authorization for Project; Appointment of Fisher & Spillman Architects, Inc., Dallas, Texas, Project Architect; and Appropriation Therefor (Request for System Administration to Prepare List of Architectural Firms and Amount Paid Each Over Last Five or Six Years). --System Administration pointed out that the Fred F. Florence Bioinformation Center at The University of Texas Health Science Center at Dallas which was completed in 1974 was designed to provide future expansion of approximately 70,000 gross square feet through the addition of two floors; and that since this building is located near the campus center and surrounded by other buildings, access for construction is considerably restricted. Construction of the Ambulatory Care Center which is now in the planning stage will involve using this area for access; hence it would be desirable for these two projects to be bid and constructed at the same time.

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Based on the proposed recommendations, the Buildings and Grounds Committee without objection:

- a. Authorized an addition of two floors to the Fred F. Florence Bioinformation Center at the Dallas Health Science Center at an estimated total project cost of \$8,000,000
- b. Appropriated \$85,000 from Permanent University Fund Bond proceeds for fees and related project expenses through completion of preliminary plans

Upon motion duly made and seconded, the firm of Fisher & Spillman Architects, Inc., Dallas, Texas, was appointed Project Architect to prepare preliminary plans and cost estimate for the addition of the two floors to the Fred F. Florence Bioinformation Center. The plans and cost estimate will be presented to the Board of Regents for consideration at a future meeting.

This project will be funded from Permanent University Fund Bond proceeds.

Upon the suggestion of Regent Richards and Regent Fly, System Administration was asked to prepare a list of the architectural firms (awarded contracts for University projects) and their fees over the last five or six years. Regent Hay asked that this type of information be included with the names of recommended architectural firms submitted on pink sheets prior to the meetings.

21. Galveston Medical Branch (Galveston Hospitals) - Renovation and Addition to Graves Hospital (Phase I for Department of Psychiatry and Behavioral Sciences): Award of Contract to J. K. Ross Construction Company, Houston, Texas. Subject to Negotiating Reduction in Contract Price and Additional Appropriation Therefor. -- System Administration presented the two bids (authorized February 1979) that had been received for the Renovation and Addition to Graves Hospital (Phase I for Department of Psychiatry and Behavioral Sciences) at The University of Texas Medical Branch at Galveston. It was reported that negotiations had been initiated with the lowest responsible bidder to secure possible cost reductions. Through the issuance of a deductive change order prior to the start of the construction, cost savings of approximately \$60,000 could be effected. These anticipated savings would be available for the remaining phases of renovation.

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To avoid additional escalating material and labor costs, the Galveston Medical Branch Administration submitted a proposal to proceed with this Phase I Renovation project. The scope of the Phase I project includes 12,000 square feet of remodeling which will provide improved departmental office space, conference areas, student library modernization and kitchen improvements necessary to support the hospital beds in the planned Addition to Graves Hospital. (Bids for the planned Addition will be presented at the December 1979 meeting of the Board of Regents.)

Upon the recommendation of President Levin and Chancellor Walker, the Buildings and Grounds Committee without objection:

- a. Awarded the construction contract for Phase I Renovation of Graves Hospital for the Department of Psychiatry and Behavioral Sciences (Renovation and Addition to Graves Hospital) at The University of Texas Medical

Branch at Galveston to the lowest responsible bidder,\* J. K. Ross Construction Company, Houston, Texas, in the amount of the Base Bid of \$574,000 (with a total project cost of \$635,340) subject to negotiating a reduction in the contract price of approximately \$60,000, the final figure to be reported to the Board of Regents

- b. Appropriated \$100,000 from the Federal Education Support Grant (Capitation), \$535,340 having been previously appropriated.

This project was approved by the Coordinating Board, Texas College and University System at its January 1979 meeting.

22. Galveston Medical Branch (Galveston Hospitals) - Texas Department of Corrections Hospital: Report of Special Committee and Ratification of Contract Award to J. W. Bateson Company, Inc., Dallas, Texas, for Hospital Building Construction. --System Administration reported that the Special Committee appointed at the July 25, 1979 meeting of the Board of Regents (consisting of Committee Chairman Law, Regent Richards, Chancellor Walker, Vice Chancellor Boyd, Director Kristoferson and President Levin) to award the construction contract for the Texas Department of Corrections Hospital at The University of Texas Medical Branch at Galveston (Galveston Hospitals) had met on September 22, 1979, and awarded a contract for the hospital building construction to J. W. Bateson Company, Inc., Dallas, Texas, the lowest responsible bidder, as set out below:

Base Bid	\$ 24,377,000
Add Alternate No. 1 (Casework)	<u>377,000</u>
Total Contract Award	<u>\$ 24,754,000</u>

System Administration further reported that prior to the award of this contract by the committee, expenditures had been authorized as follows from the \$40,000,000 appropriated by the Legislature for the project:

Demolition of Randall Pavilion and Site Clearance	\$ 73,125
Miscellaneous Expenses, Surveys, Testing	21,610
Site Preparation Contract, John Gray Co.	851,088
Foundation Construction Contract, SUSCO, Inc.	1,235,195
Architect/Engineer Fees	123,470
Administrative Costs	<u>38,015</u>
Total	\$ 2,342,503

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The remaining balance of \$12,903,497 is available for future guard and staff housing, furnishings and equipment, landscaping, air balancing, fees, contingencies and miscellaneous project expenses.

Having received this report, the Buildings and Grounds Committee, without objection, ratified the \$24,754,000 construction contract award by the Special Committee to J. W. Bateson Company, Inc., Dallas, Texas, for the Texas Department of Corrections Hospital at the Galveston Medical Branch.

\*Terminology of Section 51.907, Texas Education Code

23. Galveston Medical Branch - George Sealy Home (Previously Referred to as "Sealy Home"): Authorization for Repairs, Completion of Project and Funding Therefor. --System Administration reported that The Sealy & Smith Foundation had awarded a \$100,000 grant to the Galveston Medical Branch for initial repairs and maintenance of the George Sealy Home (previously referred to as the "Sealy Home") located at 25th Street and Broadway, Galveston, Texas. This home had been accepted as a gift by the Board of Regents on October 31, 1969, Permanent Minutes, Volume XVII, Page 541.

Whereupon, the Buildings and Grounds Committee without objection:

- a. Authorized necessary repairs (roof repairs, waterproofing, glazing and gutter/downspout replacement) to the George Sealy Home, Galveston, Texas, at an estimated cost of \$90,000 - \$100,000
- b. Authorized execution and completion of the repair work through all necessary actions of the Galveston Medical Branch Administration and the Physical Plant Department with its own forces or through contract services
- c. Approved funding of this minor repair work from grant funds received from The Sealy & Smith Foundation for this purpose

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(See Page 136 for acceptance of this grant.)

24. Galveston Medical Branch (Galveston Medical School) - Libbie Moody Thompson Basic Science Building: Authorization to Renovate Second, Fifth and Sixth Floors and to Submit Project to Coordinating Board: Subject to Coordinating Board Approval, Authorization to Prepare Final Plans, Advertise for Bids and Complete Project: and Appropriation of Project Funding. -- Without objection, the Buildings and Grounds Committee:

- a. Authorized the renovation of approximately 6,700 square feet of space on the second, fifth and sixth floors of the Libbie Moody Thompson Basic Science Building at the Galveston Medical School of The University of Texas Medical Branch at Galveston at an estimated total project cost of \$600,000 and authorized submission of the project to the Coordinating Board, Texas College and University System
- b. Subject to approval by the Coordinating Board, authorized preparation of final plans and specifications, bidding and completion of the project through all necessary actions by the Galveston Medical Branch Administration and Physical Plant Department with its own forces or through contract services in consultation with the Office of Facilities Planning and Construction
- c. Appropriated funds in the amount of \$600,000 from the Health Professions Capitation Grant for the estimated total project cost

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25. Houston Health Science Center and University Cancer Center - Remodeling of Prudential Building: Award of Contract for Carpeting (Type "B" - Acrylic and Borders "A" and "C") to San Antonio Floor Finishers, Inc., San Antonio, Texas, and Rejection of All Bids for Type B-1 (Nylon Carpet). --System Administration reported that when calling for bids for the carpeting in connection with the Remodeling of the Prudential Building at The University of Texas Health Science Center at Houston and The University of Texas System Cancer Center, a choice was solicited between Type "B" Acrylic carpet along with Border Types "A" and "C" and Type "B-1" Nylon carpet along with Border Types "A" and "C". The lowest and best proposal on the combined bid was made on the Type "B" (Acrylic) carpet and accompanying Borders "A" and "C".

Whereupon, the Buildings and Grounds Committee without objection:

- a. Awarded the contract for carpeting for the Remodeling of the Prudential Building at the Houston Health Science Center and the University Cancer Center to the lowest responsible bidder as set out below:

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

Base Proposal "A" (Type "A" Carpet)	\$ 4,219
Base Proposal "B" (Type "B" Carpet)	79,050
Base Proposal "C" (Type "C" Carpet)	<u>1,473</u>

Total Contract Award \$ 84,742

- b. Rejected all bids for Base Proposal "B-1" (Nylon Carpet)

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

26. Houston Health Science Center and University Cancer Center - Remodeling of Prudential Building: (a) Award of Contracts for Furniture and Furnishings to (1) Abel Contract Furniture & Equipment Company, Inc., Austin, Texas; (2) Educational & Institutional Cooperative Service, Inc., Dallas, Texas; (3) Fraser Furniture Company, Inc., Jamestown, New York; (4) Kendig's Office Supply, Inc., Houston, Texas; (5) Metroplex Business Interiors, Inc., Dallas, Texas; (6) Office Furniture, Inc., Houston, Texas; (7) Rockford Business Interiors, Austin, Texas; and (8) Waldman & Company, Houston, Texas, and (b) Rejection of All Bids for Base Proposal "C-1" (Tablet Arm Chairs, Drop-shipped), "D-1" (Chairs and Desks, Drop-shipped), "F-2" (Desks and Credenzas, Installed), "G-1" (Tables, Drop-shipped), and "J-1" (Miscellaneous Furniture, Drop-shipped). -- System Administration submitted a tabulation of the bids received for furniture and furnishings for the Remodeling of the Prudential Building at The University of Texas Health Science Center at Houston and The University of Texas System Cancer Center, and reported that certain proposals had been solicited for furniture

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to be drop-shipped to the building and other proposals for furniture to be installed. Contract awards were being recommended for the proposals which the Administration had found to be most advantageous. The low bid submitted by Office Furniture, Inc., for Proposal "F-1" (Desks, credenzas, drop-shipped) was nonresponsive in that it was based on unspecified items. Only one bid was received on Proposal "H" (Custom Lounge Furniture); however, the one bid was less than the estimated cost, and it had been determined by a canvas of six eligible bidders that rebidding would not provide improved results.

Based on this report, the Buildings and Grounds Committee without objection:

- a. Awarded contracts for Furniture and Furnishings for the Remodeling of the Prudential Building at the Houston Health Science Center and the University Cancer Center to the lowest responsible bidders as set out below:

- |      |  |              |
|------|--|--------------|
| ✓(1) | Abel Contract Furniture & Equipment Co., Inc.<br>Austin, Texas         |              |
|      | Base Proposal "J-2" (Miscellaneous, installed)                         | \$ 67,649.80 |
| ✓(2) | Educational & Institutional Cooperative Service, Inc.<br>Dallas, Texas |              |
|      | Base Proposal "D-2" (Chairs and Desks, installed)                      | 54,941.49    |
| ✓(3) | Fraser Furniture Company, Inc., Jamestown, New York                    |              |
|      | Base Proposal "K" (Custom Casework, installed)                         | 151,011.00   |
| ✓(4) | Kendig's Office Supply, Inc.<br>Houston, Texas                         |              |
|      | Base Proposal "F-1" (Desks, credenzas, drop-shipped)                   | 26,515.22    |
| ✓(5) | Metroplex Business Interiors, Inc., Dallas, Texas                      |              |
|      | Base Proposal "B" (Chairs, drop-shipped)                               | 20,407.50    |

✓(6) Office Furniture, Inc.  
Houston, Texas

Base Proposal "A" (Chairs, drop-shipped) \$ 51,766.50  
 Base Proposal "E" (Files, drop-shipped) 41,759.72

Total Contract Award to Office Furniture, Inc. 93,526.22

✓(7) Rockford Business Interiors  
Austin, Texas

Base Proposal "C-2" (Tablet arm chairs, installed) \$ 34,159.88  
 Base Proposal "G-2" (Tables, installed) 26,770.89  
 Base Proposal "H" (Custom lounge furniture, drop-shipped) 51,944.64  
 Base Proposal "L" (Hospital furniture, drop-shipped) 7,647.46  
 Base Proposal "M" (Panel system, drop-shipped) 89,922.59

Total Contract Award to Rockford Business Interiors 210,445.46

✓(8) Waldman & Company  
Houston, Texas

Base Proposal "N" (Draperies and wallcover, installed) 7,982.50

GRAND TOTAL CONTRACT AWARDS \$ 632,479.19

b. Rejected all bids for Base Proposals "C-1" (Tablet arm chairs, drop-shipped), "D-1" (Chairs and desks, drop-shipped), "F-2" (Desks and Credenzas, installed), "G-1" (Tables, drop-shipped) and "J-1" (Miscellaneous furniture, drop-shipped).

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

27. Houston Health Science Center and University Cancer Center - Remodeling of Prudential Building - Facilities Control and Monitoring System: Report of Bidding; Rejection of All Bids Received; and Authorization to Rebid. --System Administration reported that in accordance with authorization to install a Facilities Control and Monitoring System in connection with the Remodeling of the Prudential Building at The University of Texas Health Science Center at Houston and The University of Texas System Cancer Center (contract for remodeling awarded February 9, 1979), final plans and specifications had been prepared

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by Wm. J. Sako and Associates, Mount Prospect, Illinois. Bids were called for and opened on September 18, 1979; all bids received exceeded the final cost estimate of \$616,400 for the project.

Based on this report, the Buildings and Grounds Committee approved the recommendation of President Bulger, President LeMaistre and Chancellor Walker to reject all bids received for the Facilities Control and Monitoring System of the Remodeling of the Prudential Building (Houston Health Science Center and University Cancer Center) and authorized the Administration to change the design concept to effect any cost reductions and to call for new bids to be presented to the Board of Regents for consideration at a future meeting.

- 28. Houston Health Science Center and University Cancer Center: Approval in Principle to Grant Easement to Texas Medical Center Heating and Cooling Cooperative Association for Construction of an Electrical Substation. -- At the request of President Bulger, President LeMaistre and Chancellor Walker, approval was given in principle to grant an easement approximately 90' x 500' to the Texas Medical Center Heating and Cooling Cooperative Association for its use in building an electrical substation. The actual easement will be submitted to the Board of Regents for approval at a future meeting.

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- 29. Tyler Health Center - Chapel Addition: Award of Contract to Allen M. Campbell Company, General Contractors, Inc., Tyler, Texas, Subject to Negotiating Reduction in Contract Price; and Additional Appropriation Therefor. -- System Administration reported that only one responsible bid was received for the construction of the Chapel Addition at The University of Texas Health Center at Tyler. (A second bidder arrived after the 2:00 p. m. bid receipt time and his bid was not accepted.) The one responsible bid exceeded the final construction cost estimate of \$341,000 submitted by the Project Architect, Page Southerland Page; however, after reviewing the bid, the Project Architect and the Office of Facilities Planning and Construction recommended that the award be made. Negotiations with the bidder to secure any possible cost reduction had been initiated, and it had been determined that on this relatively small (approximately 3,500 square feet) project a minimal savings of approximately \$5,000 could be accomplished.

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REMARKS     

Whereupon, the Buildings and Grounds Committee without objection:

- a. Awarded a construction contract for the Chapel Addition at The University of Texas Health Center at Tyler to the lowest responsible bidder,\* Allen M. Campbell Company, General Contractors, Inc., Tyler, Texas, in the amount of the Base Bid of \$382,400 subject to negotiating a reduction in the contract price by at least \$5,000; the final figure to be reported to the Board of Regents
- b. Authorized a revised total project cost of \$440,000 to cover the building construction contract award, movable furnishings and equipment, landscaping, fees and related project expenses
- c. Appropriated additional funds in the amount of \$426,000 from Gift Funds to provide for the total project cost, \$14,000 having been previously appropriated from this same source

\*Terminology of Section 51.907, Texas Education Code

Water Supply & Distribution System

30. Tyler Health Center - Fire Protection Water Supply and Distribution System: Award of Contract to Allen M. Campbell, General Contractors, Inc., Tyler, Texas, and Approval of Revised (Reduced) Total Project Cost. --Without objection, the Buildings and Grounds Committee:

- a. Awarded the construction contract for Fire Protection Water Supply and Distribution System at The University of Texas Health Center at Tyler to the lowest responsible bidder, Allen M. Campbell, General Contractors, Inc., Tyler, Texas, as set out below:

✓ Base Bid	\$ 110,800
Add Alternate No. 2 (Irrigation Connections)	<u>15,300</u>
Total Contract Award	\$ <u>126,100</u>

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REMARKS ---

- b. Approved a revised (reduced) total project cost of \$167,625 to cover the construction contract award, equipment, fees and related project expenses within funds previously approved for this project

(An estimated total project cost of \$200,000 to come from "Income from Hospital" was approved for the project at the July 1979 meeting of the Board of Regents.)

31. Tyler Health Center - Landscaping, Irrigation and Site Development. Phase I: Approval of Project; Authorization to Submit to Coordinating Board and to Prepare Final Plans; and Appropriation Therefor. --System Administration reported that a long-range design development plan had been prepared by the Office of Facilities Planning and Construction for Landscaping, Irrigation and Site Development at The University of Texas Health Center at Tyler.

Following this report, the Buildings and Grounds Committee without objection:

- a. Authorized Phase I of a project for Landscaping, Irrigation and Site Development for the Tyler Health Center at an estimated cost of \$165,000, and submission of the project to the Coordinating Board, Texas College and University System

This initial work (Phase I) will provide new entrance signs at Highways 271 and 155 and landscape development with irrigation for areas immediately adjacent to the main buildings.

- b. Authorized the Office of Facilities Planning and Construction to prepare final plans and a cost estimate which will be presented to the Board of Regents for consideration at a future meeting
- c. Appropriated \$40,000 from Tyler Health Center Unexpended Plant Funds, \$125,000 having been previously appropriated for this project

FILE NO. 200  
DOCUMENT ---  
REMARKS ---

\*Terminology of Section 51.907, Texas Education Code

REPORT OF HEALTH AFFAIRS COMMITTEE (Pages 73 - 96). -- Committee Chairman Fly submitted the following report of the Health Affairs Committee and stated that all matters were discussed and acted on in open session and unanimously approved unless otherwise indicated. The report as set out below was adopted without objection:

*Based on Model*

1. U. T. El Paso: Affiliation Agreements with (a) El Paso Independent School District, El Paso, Texas and (b) Texas Department of Health, Pecos, Texas. -- Without objection, approval was given to affiliation agreements by and between The University of Texas at El Paso and the following facilities to be effective immediately. The agreements had been executed by the appropriate officials of the institution and facility on the dates indicated below:

<u>Facility</u>	<u>Agreement Executed</u>	
✓ a. El Paso Independent School District El Paso, Texas	June 25, 1979	FILE NO. 400 DOCUMENT ✓ REMARKS —
✓ b. Texas Department of Health Pecos, Texas	June 28, 1979	

These agreements, which follow the format approved for affiliation agreements by the Board of Regents on December 16, 1977, will provide facilities for health care related educational experiences for students at U. T. El Paso.

*Based on Model*

2. U. T. San Antonio: Affiliation Agreements with (a) New Mexico Rehabilitation Center, Roswell, New Mexico and (b) Bell County Rehabilitation Center, Killeen, Texas. -- Approval was given without objection to affiliation agreements by and between The University of Texas at San Antonio and the following facilities to be effective immediately. The agreements had been executed by the appropriate officials of the institution and facility on the dates indicated below:

<u>Facility</u>	<u>Agreement Executed</u>	
a. ✓ New Mexico Rehabilitation Center Roswell, New Mexico	May 16, 1979	FILE NO. 400 DOCUMENT ✓ REMARKS —
b. ✓ Bell County Rehabilitation Center Killeen, Texas	June 12, 1979	

These agreements follow the format approved for affiliation agreements by the Board of Regents on December 16, 1977. They will provide facilities for health care related educational experiences for students at U. T. San Antonio.

*Based on Model*

- 3. Dallas Health Science Center: Affiliation Agreement with the Dallas Violence Intervention Alliance, Dallas, Texas. --An affiliation agreement by and between The University of Texas Health Science Center at Dallas and the Dallas Violence Intervention Alliance, Dallas, Texas, was approved without objection to be effective immediately. This agreement, executed by the appropriate officials of the institution and facility on June 1, 1979, will be of benefit to medical and allied health students at the Dallas Health Science Center.

FILE NO. 400  
 DOCUMENT   
 REMARKS

This agreement follows the format approved for affiliation agreements by the Board of Regents on December 16, 1977.

- 4. Dallas Health Science Center (Dallas Southwestern Medical School): Authorization to Seek Permission from Coordinating Board to Change Division of Otorhinolaryngology (Otology) of the Department of Surgery to the Department of Otorhinolaryngology (Catalog Change). -- Without objection, authorization was granted to seek permission from the Coordinating Board, Texas College and University System to change the Division of Otorhinolaryngology (Otology) of the Department of Surgery to the Department of Otorhinolaryngology at the Dallas Southwestern Medical School, The University of Texas Health Science Center at Dallas. This change to departmental status will not result in an increase in the budget for otorhinolaryngology since no additional personnel, equipment or space will be required. Space now occupied by the Division of Otorhinolaryngology will be transferred from the Department of Surgery to the new Department of Otorhinolaryngology.

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 REMARKS

If this name change is approved by the Coordinating Board, the next appropriate catalog published at the Dallas Health Science Center will be amended to reflect this change.

- 5. Galveston Medical Branch: Affiliation Agreement with the University of Montpellier Faculty of Medicine, Montpellier, France. -- Upon the recommendation of President Levin and Chancellor Walker and without objection, the affiliation agreement set out on Pages 75-79 by and between The University of Texas Medical Branch at Galveston and the University of Montpellier Faculty of Medicine, Montpellier, France, was approved to be effective immediately. This agreement, executed on August 20, 1979 by the appropriate officials of the institution and facility, will facilitate and develop the program exchange of teachers and investigators between the two medical schools and will be of great benefit to the education and research programs of the Galveston Medical Branch. The exchange program will focus on the fields of immunology and cancer, radiology, neurophysiology, orthopedics and biomechanics and respiratory diseases, and there will be a specific agreement for each faculty member involved in the exchange.

FILE NO. 400  
 DOCUMENT   
 REMARKS

## INTER-UNIVERSITY DIRECT EXCHANGE AGREEMENT PROGRAM

Preamble

This Agreement is made within the framework of the Agreement on Educational and Cultural Exchange (Fulbright Agreement) concluded between the Governments of France and of the United States of America on May 7, 1965.

Its terms have been examined and approved by the authorities concerned with the execution of such agreements in both countries.

Parties to the Agreement

The Agreement has been concluded between:

The University of Montpellier (Faculty of Medicine), France  
Represented by its President, Professor Paul Coste-Floret

and

The University of Texas Medical Branch at Galveston, U.S.A.  
Represented by its President, Professor William C. Levin

Stipulations of the Agreement

It is agreed that:

Article I - Purpose - Field of Exchange - Duration

This Agreement is intended to facilitate and develop between the contracting parties a program of exchange of teachers and researchers. Periods and time of the exchange can be organized to suit the convenience of the participating institution. Usually this will be for a minimum of three months.

Exchanges will be pursued in the following fields:

Immunology and Cancer

Scanner and Radiology

Neurophysiology

Orthopedics and Biomechanics

Respiratory Diseases and Allergology

and other programs which may develop.

Article II - Nomination of Candidates

Each year, not later than March 1, for departures planned for the Fall Semester and September 1, for departures for the Spring Semester, both universities shall have agreed upon the exchange candidacies for the following year.

The Franco-American Commission will be immediately apprised of the names and qualifications of these candidates so that it can provide them with appropriate instructions to make formal applications for travel funds and other financial assistance as described in Article V below.

The participating institutions are responsible for the proposing of acceptable exchange candidates. These shall be of the usual standard common to Fulbright Program Grantees.

Article III - Duties of the Exchangees

The duties of the exchangee should be determined in the course of the negotiations between the institutions concerned. Unless otherwise specified, visiting specialists will assume the same teaching and work schedules as their colleagues of equal rank in their host university.

In addition to formal university obligations, exchangees, during their period of stay overseas, will make themselves available for consultation regarding the exchange plans for the following year.

Article IV - Payment of Salaries

Each participating institution will continue to furnish the usual home salary to its representative during the period of his/her service overseas. These salaries are subject to the fiscal regulations of the home country (Income Tax).

In the event that some additional salary is provided to an exchangee by the establishment of the host country, the sums involved are subject to the stipulations of a fiscal agreement entered into by the Governments of France and the United States on July 28, 1967 (Publications 518-10-73 - Foreign Scholars and Educational and Cultural Exchange Visitors - page 28 - Articles 15-17-18). According to this Agreement, exchangees are exempted from income taxes of the Host Country on salaries paid for personal services rendered for purposes of teaching and research.

Article V - Financial Assistance Provided by the Franco-American Commission for Educational Exchange (Fulbright Commission) (Travel Allowances and Salary Supplements)

Each participating institution shall provide payment for round trip travel allowances or expenses for its representatives.

It is possible to make application for travel allowances provided that the exchange period is of at least three months duration.

These allowances are accompanied by free insurance coverage against illness and accident during the stay overseas. They are available to exchangees only, and not to members of their families.

Americans must make application by letter before March 31, for departure in the Fall Semester and before September 30, for departure in the Spring Semester.

These letters of application, referring to the Inter-University Agreement which shall have been drawn up by their home institutions, shall be sent to the Council for International Exchange of Scholars, Eleven Dupont Circle, Washington, D.C. 20036.

It is understood that the selection procedure for travel allowances is subject to the same regulations as those prevailing for the selection of other Fulbright grantees.

Participating exchanges are also eligible, in certain cases, to apply for small salary supplements which they may request at the same time as the travel allowances. These salary supplements will be granted, budget permitting, in cases where insufficient salaries would result in financial hardship in meeting living costs in the host country.

#### Article VI - Activation of the Agreement

The present Agreement shall become effective after it has been approved by The University of Texas System Board of Regents on September 1, 1979, and shall have a total duration of three years, renewable by simple extension of the same by the parties. Likewise the Agreement may be rescinded by either of the parties with advance notice of six months.

All modifications of the present text should be brought to the attention (for approval) of the Franco-American Commission for Educational Exchange, 9 rue Chardin - 75016-PARIS.

The continuity of inter-university cooperation established by this Agreement shall be assured by the participating parties which, each year, after due consultation, will select their representatives and determine their duties and period of exchange.

#### Article VII

As to the French clinical academic staff of the University, the clauses of the present convention will apply to them, in accordance with the law, decrees, documents and regulations

(especially the decree of September 24, 1960) to which they are bound because of their dual role and activity (Ministry of University and Ministry of Health).

General University Approving Signatories of the Agreement:

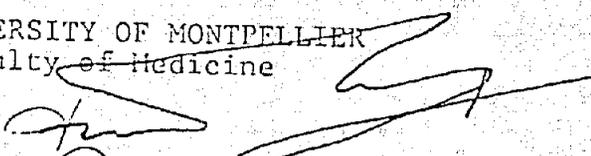
Executed and delivered this the twentieth day of August, 1979.

Attest:

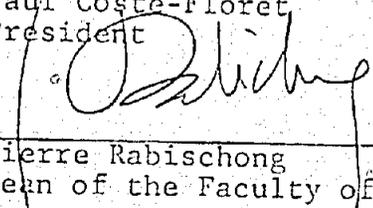
UNIVERSITY OF MONTPELLIER  
(Faculty of Medicine)

Secretary

By:

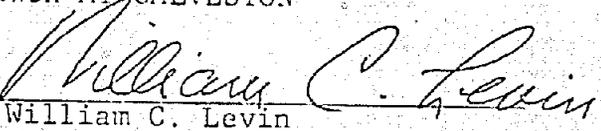
  
Paul Coste-Floret  
President

By:

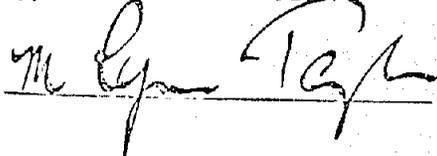
  
Pierre Rabischong  
Dean of the Faculty of Medicine

THE UNIVERSITY OF TEXAS MEDICAL  
BRANCH AT GALVESTON

By:

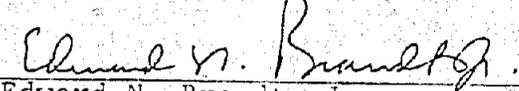
  
William C. Levin  
President

Approved as to form:



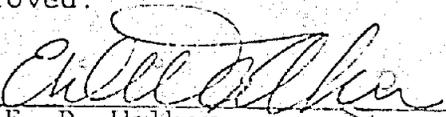
Approved as to content:

By:

  
Edward N. Brandt, Jr.  
Vice Chancellor for Health Affairs  
The University of Texas System

Approved:

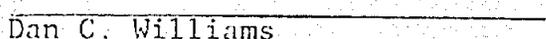
By:

  
E. D. Walker  
Chancellor  
The University of Texas System

Attest:

BOARD OF REGENTS OF THE  
UNIVERSITY OF TEXAS SYSTEM

By:

  
Dan C. Williams  
Chairman

Betty Anne Thedford  
Secretary  
Board of Regents of The  
University of Texas System

6. Galveston Medical Branch: Affiliation Agreement with St. Mary Hospital of Port Arthur, Port Arthur, Texas. -- The affiliation agreement set out on Pages 80 - 85 by and between The University of Texas Medical Branch at Galveston and St. Mary Hospital of Port Arthur, Port Arthur, Texas, was approved without objection to be effective immediately. This agreement, which will permit cooperation in the education of family physicians, will develop a jointly sponsored family medicine residency program to be located at St. Mary Hospital of Port Arthur.

Faculty for the program will be employed and appointed by standard University procedures and funding will be from a variety of sources, including state appropriation for family medicine residencies.

FILE NO. 400  
DOCUMENT   
REMARKS —

#### AFFILIATION AGREEMENT

This AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1979, by and between the BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM, Hereinafter sometimes called "University," and ST. MARY HOSPITAL of Port Arthur, 3600 Gates Boulevard, Port Arthur, Texas, owned by the Sisters of Charity of the Incarnate Word, Houston, Texas, a non-profit Texas corporation, and hereinafter referred to in the singular as "Hospital", WITNESSETH:

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

WHEREAS, in recognition of these dramatic changes and of all future discoveries and developments, the University and the Hospital find it desirable to establish a closer working relationship between the two institutions, both of which share a common commitment to offer the people of Texas the finest medical care and a desire to participate in the education of family physicians.

WHEREAS, it is in the best interest of both parties to cooperate in the education of family physicians.

NOW THEREFORE, with these objectives in mind and with an intent to develop a training program for family physicians and to pursue this

goal jointly to the extent consistent with the interests of each institution, the University and Hospital hereby agree as follows:

1. EXTENT OF AFFILIATION AT THE FAMILY MEDICINE DEPARTMENTAL LEVEL

The purpose of this agreement is to establish a broad framework of institutional policies to facilitate cooperation between the University and the Hospital. It is agreed that the initiative for establishing any University Family Medicine department working relationship will be vested in the Family Medicine departments of the University and the Hospital. It is further understood that the Family Medicine department of the University or the Hospital may choose to establish additional affiliations, depending upon the needs and circumstances of the Family Medicine department or Hospital, and subject to the appropriate action by the respective governing bodies of those institutions.

2. PROVISIONS FOR FACULTY APPOINTMENTS FOR HOSPITAL FAMILY MEDICINE AND OTHER APPROPRIATE STAFF MEMBERS

Both parties agree that academic status is a strong inducement for attracting well qualified individuals for teaching positions at the Hospital, and that academic appointments made by the University for individuals in key positions contracted by the Hospital may include tenure or assurance of continuation of contractual agreement, consistent with the policies of the Hospital and rules and regulations of the University of Texas System related to faculty. Academic appointments, including tenure, may be nominated to the Chairman of the Family Medicine Department by the Director of the Family Practice component of the Hospital on an individual basis. Since the granting of tenure implies in part a long term financial responsibility to the individual granted tenure, discussion between the Hospital and the University and a written and appropriately signed agreement for such fiscal responsibility must precede a request for tenure so as to avoid problems which would arise if the affiliation were terminated.

If the Chairman of the University Family Medicine Department disapproves, he will so notify the Hospital Family Practice Director.

If the Department Chairman approves the nomination from the Hospital Family Practice Director, the Department Chairman will notify the Hospital Family Practice Director in writing and state that this is a preliminary approval with final approval contingent upon U.T.M.B. administrative approval and acceptance of such approval by the University of Texas System Board of Regents.

In the interest of excellence and need, the Department Chairman may recommend a qualified person to an academic position to serve in the Family Practice component of the Hospital, subject to approval or disapproval of the Hospital Family Practice Director and the Hospital Administration. If a faculty member is so appointed by the Department Chairman, with approval of the Hospital Family Practice Director and the Hospital Administration, such appointment is contingent upon the approval of the University of Texas Medical Branch administration and the University of Texas Regents.

The faculty member is subject to all the rules and regulations of the University of Texas related to faculty and is subject to the Hospital's Medical Staff Bylaws, Rules and Regulations with regard to medical practice in the Family Practice component of the Hospital and in the Hospital.

3. COMPENSATION ARRANGEMENTS FOR FULL-TIME or PART-TIME FACULTY

Full-time or part-time faculty physicians employed full-time or part-time by the University and based at the Hospital with academic appointments will be subject to The University of Texas System policy regarding salary plan.

4. COMPENSATION ARRANGEMENTS FOR FULL-TIME FAMILY MEDICINE RESIDENTS AT THE HOSPITAL

Full-time trainee physicians employed by the University and based at the Hospital with residency appointments will be subject to The University of Texas System policy regarding salary plan.

5. JOINT SPONSORSHIP OF RESEARCH ACTIVITIES

In the event and upon joint approval, Hospital and the Family Medicine Department desire to jointly pursue research, Hospital may provide research facilities for faculty and staff who are geographically full-time or part-time within the Hospital. In the event such research is performed at University Family Medicine site, research facilities will be provided by the department. Research projects may be jointly sponsored by the department and the Hospital through contract. In such case, the contract will state the extent of the responsibility of each institution in the administration and disposition of research funds, provision of staff and facilities, and ownership of equipment purchased with research funds.

6. PROVISION FOR REVIEW OF RELATIONSHIP

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

If any aspect of this agreement becomes unsatisfactory, a joint committee of appointed representatives of both institutions shall be responsible for discussing and resolving questions involved. If a change in the agreement is necessary, the committee shall make recommendations to the authorities at each institution. Either party hereto shall have the right to terminate this agreement by giving written notice of intent of dissolution to the other party at least thirty (30) days in advance of a joint meeting for the purpose of accomplishing same. The effective dates for such dissolution shall be mutually agreed upon, allowing adequate time for each institution to make necessary arrangements for an orderly transition. In the absence of such an

agreement, however, the effective date of such dissolution or termination shall not exceed twelve (12) months after the receipt of such written notice of dissolution.

7. JURISDICTIONAL POWERS

It is agreed that the Hospital shall retain all jurisdictional powers incident to separate ownership, including the power to determine the general and fiscal policies of its institution; selection of the directing head of the Hospital, and the determination of the acceptability and desirability of the Hospital medical and professional staff.

8. ADMISSION OF PATIENTS

All admissions of patients to the Hospital shall be under the regular rules and policies of the Hospital, and full and complete direction of the administration and supervision of the Hospital, as well as appointments to the medical staff, shall at all times be retained by the Hospital.

9. MEDICAL PROFESSIONAL LIABILITY PROTECTION

Medical Professional liability protection will be under the Plan for Professional Medical Malpractice Self-Insurance, pursuant to the authority granted by Senate Bill 391, Sixty-fifth Texas Legislature, providing full-time employed physicians of The University of Texas System with medical professional liability protection. Protection under the Plan is subject to the particulars, terms, conditions, and limitations of the approved Plan of Self-Insurance and the interpretations thereof by the Board of Regents or its authorized representative.

10. TERM OF AGREEMENT

This agreement shall be for a term of ten (10) years from and after the date of execution unless sooner terminated as hereinabove provided. It may also be amended in writing to include such provisions as both parties may agree upon.

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

THE UNIVERSITY OF TEXAS MEDICAL  
BRANCH AT GALVESTON

William C. Levin  
William C. Levin, MD  
President, UTMB

FORM APPROVED:

APPROVED AS TO CONTENT - SYSTEM

M. Lynn T. [Signature]  
General Counsel of the System

Edward N. Brandt, Jr.  
Edward N. Brandt, Jr., MD, PhD  
Vice Chancellor for Health Affairs (System)

ATTEST:

E. D. Walker  
E. D. Walker, Chancellor  
U. T. System

ATTEST:

Betty Anne Theilford  
Secretary  
Board of Regents of  
The University of Texas System

DANC WILLIAMS  
Chairman, Board of Regents  
Board of Regents of  
The University of Texas System  
ST. MARY HOSPITAL OF PORT ARTHUR

Sister M. Noval Dwan  
Administrator

APPROVED:

Howard C. [Signature]  
General Counsel of  
St. Mary Hospital of Port Arthur

APPROVED (SUBSTANCE):

Sister M. Wilfred Eorten  
SCH Contract Committee

APPROVED (SUBSTANCE):

Sister M. Wilfred Eorten  
SCH Health Care Coordinator

ATTEST:

ST. MARY HOSPITAL OF PORT ARTHUR  
LOCAL GOVERNING BOARD

Gorraine Blackwell

[Signature]

ATTEST:

SISTERS OF CHARITY OF THE INCARNATE WORD  
Houston, Texas (SCH)

[Signature]

Sister Mary David  
President

Based on Model

- 7. Houston Health Science Center: Affiliation Agreement with the Institute of Hemotherapy, Houston, Texas. -- Unanimous approval was given to an affiliation agreement by and between The University of Texas Health Science Center at Houston and the Institute of Hemotherapy, Houston, Texas, to be effective immediately. This agreement, executed on August 29, 1979 by the appropriate officials of the institution and facility, will enhance the educational experiences of assigned students at the Houston Health Science Center.

986

FILE NO. 400  
DOCUMENT   
REMARKS —

This agreement follows the format approved for affiliation agreements by the Board of Regents on December 16, 1977.

- 8. Houston Health Science Center: Affiliation Agreement with St. Joseph Hospital of Houston, Houston, Texas. -- Upon the recommendation of President Bulger and Chancellor Walker, the affiliation agreement set out on Pages 86 - 89 by and between The University of Texas Health Science Center at Houston and St. Joseph Hospital of Houston, Houston, Texas, was approved without objection to be effective immediately. This agreement, executed by the appropriate officials of the institution and facility on July 19, 1979, will provide educational experience for interns, residents, fellows and medical students of the Houston Health Science Center and will permit the assignment of these students to St. Joseph Hospital.

This agreement provides for the appointment of full-time faculty to the medical staff of St. Joseph Hospital if they meet the conditions for such membership and for the handling of patient fees in accordance with the Regents' Rules and Regulations.

FILE NO. 400  
DOCUMENT   
REMARKS —

MEDICAL EDUCATION AND HEALTH CARE

AFFILIATION AGREEMENT

This Agreement made the 19th day of July, 1979, by and between THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT HOUSTON ("University"), a component institution of THE UNIVERSITY OF TEXAS SYSTEM ("System"), and ST. JOSEPH HOSPITAL OF HOUSTON ("Facility"), a Division of the Sisters of Charity of the Incarnate Word, Houston, Texas, A Texas non-profit corporation having its principal office at Houston, Texas,

WITNESSETH:

WHEREAS, Facility now operates hospital facilities located at 1919 LaBranch, in the City of Houston, State of Texas, and therein provides health care services for persons in need of such services; and University provides a medical education program with respect to health care; and

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

WHEREAS, Facility is committed to a goal of making available the best obtainable supply of personnel educated in the field of health care to those who utilize its health care services and facilities, as being in the best interests of Facility, and believes that achievement of such goal can best be accomplished by affording University's interns, residents, fellows and medical students the opportunity to participate in meaningful educational experiences as a part of a medical education and health care program, through utilization of appropriate facilities and personnel of Facility, and appropriate personnel of University; and

WHEREAS, in order to accomplish such objectives, University and Facility intend to establish and implement from time to time one or more medical education and health care experience programs which will involve the interns, residents, fellows and medical students and personnel of University, and the facilities and personnel of Facility;

NOW, THEREFORE, in consideration of premises of the benefits derived and to be derived therefrom, and from the program or programs established and implemented by said parties, University and Facility agree that any program agreed to by and between Facility and University, during the term of this Agreement, for purposes of achieving the above described objectives of said parties (hereinafter called "Medical Education Experience Program" or "Program"), shall be covered by and subject to the following terms and conditions:

1. The Program shall not become effective until all agreements between University and Facility with respect to Program have been reduced to writing ("Program Agreement"), executed by the duly authorized representatives of Facility and University, and approved in writing by the President of System, and, if payment of monies or conditions of employment or appointment are a part of such Program Agreement, approved by the Board of Regents of System.
2. 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.
3. In the event of conflict between the text of Program Agreement and the text of this Agreement, this Agreement shall govern.
4. After Program Agreement becomes effective, no amendments thereto shall be valid unless in writing and executed by the duly authorized representatives of Facility and University, and approved by the President of System, and, if payment of monies or conditions of employment or appointment are a part of such Program Agreement, approved by the Board of Regents of System.
5. Appointments to the Medical Staff of Facility and admissions of patients to Facility shall be subject to, and in accordance with, the Medical Staff Bylaws and written regulations and procedures of Facility. The right to administer, direct, supervise and control activities of Facility and its personnel is hereby expressly retained by Facility.
6. Appointment of members of the Medical Staff of Facility to the faculty of the University shall be subject to, and in accordance with, the rules and regulations of the Board of Regents of System.
7. Except for certain acts to be performed by University pursuant to express provisions of this Agreement, Facility hereby agrees to furnish the premises, personnel, services and all other things necessary for the Program, as specified in the Program Agreement, and, in conjunction with such Program, further agrees:
  - (a) To comply with all federal, state and municipal laws, ordinances, rules and regulations applicable to performance by Facility 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.
  - (b) To permit the authority responsible for accreditation of University's curriculum to inspect such facilities, services and other things provided by Facility pursuant to this Agreement as are necessary for accreditation evaluation.
  - (c) To appoint a person to serve for Facility 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, Facility 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 Facility to be Liaison, and within ten (10) days after

receipt of same. University shall notify Facility of University's approval or disapproval of such person. In the event the Liaison becomes unacceptable to University after appointment, and University so notifies Facility in writing, Facility will appoint another person to serve as Liaison in accordance with the procedure stated in the first sentence of this sub-paragraph (c).

- (d) Subject to the provisions of paragraph 5, to appoint any full-time member or members, of the faculty of University to the Medical Staff of Facility following suitable application made to Facility by such faculty member or members, and compliance with the applicable procedure and approvals, in the same manner as other physicians applying for Medical Staff membership, and, upon adoption of an amendment of the Facility's current Medical Staff Bylaws, to afford any such qualified person or persons, so appointed full admission of patient privileges.
- (e) That patient fees attributable to the physician services of the full-time University faculty on the Medical Staff of Facility, shall be handled and treated in all respects solely in accordance with policies and procedures of University as approved by the Board of Regents of System.
- (f) To permit interns, residents, fellows and medical students assigned by University to enter in and upon the premises of Facility for purposes of the Program, and to participate in providing health-care services to patients insofar as appropriate and permissible under law and as provided in Program Agreement.

8. University hereby agrees:

- (a) To furnish Facility with the names of the interns, residents, fellows and medical students assigned by University to participate in the Program, with the understanding that such interns, residents, fellows and medical students will be considered part of the University's residency training program and not necessarily eligible for other residence programs conducted by the Facility.
- (b) To assign for participation in the Program only those interns, residents, fellows and medical students (1) who have satisfactorily completed those portions of its curriculum which, according to Program Agreement, are prerequisite to such participation, and (2) who have entered into a written agreement with University and Facility 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 Facility.
- (c) To designate a member of the University faculty to coordinate with Facility through its Liaison the learning assignment to be assumed by each intern, resident, fellow and medical student participating in the Program, and to furnish to Facility in writing the name of such faculty member. In the event the faculty member becomes unacceptable to Facility after appointment, and Facility so notifies University in writing, University will appoint another faculty member to serve as coordinator.

- 9. If and when deemed to be desirable (but subject to prior written agreement of the parties hereto) Facility will provide research facilities for University faculty members on the active Medical Staff of Facility and who are physically based full-time in and at Facility.
- 10. All notices under this Agreement shall be provided to the party to be notified in writing, either by personal delivery or by United States mail. All notices under this Agreement shall be deemed given to a party when received by such party's designated representative.
- 11. All the agreements between the parties on the subject matter hereof have been reduced to writing herein. No amendments to this Agreement shall be valid unless in writing and signed by the duly authorized representative of the parties, and approved by the Board of Regents of System.

- 12. No oral representation by any officer, agent or employee of Facility or System, or any of its component institutions (including, but not limited to, University), either before or after the effective date of this Agreement, shall affect or modify any obligations of either party hereunder or under any Program Agreement.
- 13. This Agreement shall be binding on and shall inure to the benefit of the parties and their respective successors and assignees; provided, however, that no assignment by either party shall be effective without prior written approval of the other party. A delay in or failure of performance of either party shall not constitute default hereunder, or give rise to any claim for damages, if and to the extent such delay or failure is caused by occurrences beyond the control of either party.
- 14. This Agreement shall not become effective unless and until approved by the Board of Regents of The University of Texas System. If so approved, this Agreement shall become effective on the date of such approval, and shall continue in effect for an initial term ending one (1) year after the date and year of execution by Facility and University, and after such initial term, from year to year unless one party shall have given one hundred eighty (180) days prior written notice to the other party of intention to terminate this Agreement. If such notice is given, this Agreement shall terminate: (a) at the end of the term of this Agreement during which the last day of such one hundred eighty (180) day notice period falls; or (b) when all interns, residents, fellows and medical students enrolled in the Program at the end of the term of this Agreement have completed their respective courses of study under the Program; whichever event last occurs.
- 15. University shall, to the extent authorized under the constitution and laws of the State of Texas, hold Facility harmless from liability resulting from University's acts or omissions within the terms of this Agreement; provided, however, University shall not hold Facility harmless from any claims, demands, or causes of action arising in favor of any person or entity, growing out of, incident to, or resulting directly or indirectly from negligence (whether sole, joint, concurring or otherwise) of Facility, its officers, agents, representatives, or employees, or any person or entity not subject to University's supervision or control.

Executed by University and Facility on the day and year first above written, in duplicate copies, each of which shall be deemed an original.

UNIVERSITY

BY: *Roger J. Bulger*  
 President Roger J. Bulger, M.D.  
 The University of Texas  
 Health Science Center at Houston

DAVE WILSON, M.D.  
 Board of Regents of  
 The University of Texas System

CONTENT APPROVED:

*Edith C. Baker*  
 Chancellor of the System  
*Edmund R. Branstetter*  
 Vice Chancellor for Health Affairs  
 (System)

FORM APPROVED:

*W. Wilson Baker for*  
 General Counsel of the System

ATTEST:

*Danna Lovelle*  
 (Title)

FACILITY  
*Debra Mary Bonnell*  
 BY Administrator  
 (Title)

Legal Counselor,  
 Butler, Binion, Rice, Cook & Knapp:

*Debra M. Bonnell*  
 (Signature)

9. San Antonio Health Science Center: Affiliation Agreement with San Antonio Children's Center, San Antonio, Texas (Renewal of Agreement Adopted March 5, 1973). -- Upon the recommendation of President Harrison and Chancellor Walker and without objection, the affiliation agreement set out on Pages 90-94 by and between The University of Texas Health Science Center at San Antonio and the San Antonio Children's Center, San Antonio, Texas, was approved for a period of ten years. This agreement, which will enhance the educational programs in pediatrics, is a renewal of the previous one approved by the Board of Regents on March 5, 1973 for a five-year period. The differences in this agreement and the one approved on March 5, 1973 are the extension of the effective date and the deletion of the hold harmless clause.

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DOCUMENT ✓  
REMARKS —

AFFILIATION AGREEMENT

THE STATE OF TEXAS X  
COUNTY OF BEXAR X

This AGREEMENT is executed on October 12, 1979, by and between the BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM, for and on behalf of The University of Texas Health Science Center at San Antonio, San Antonio, Texas, sometimes referred to as "University" in this agreement, and the BOARD OF DIRECTORS OF THE SAN ANTONIO CHILDREN'S CENTER, a Texas charitable corporation of San Antonio, Texas, referred to as the "Center" in this agreement, WITNESSETH:

WHEREAS, it is mutually recognized that the University and the Center have certain objectives in common: namely, (1) the advancement of mental health services through excellent professional care of patients; (2) the education and training of medical and ancillary personnel; (3) the advancement of medical knowledge through research; and (4) the promotion of personal and community health, and that each can accomplish these objectives in larger measure and more effectively through certain affiliated operations;

and  
WHEREAS, it is the desire of both parties that the facilities operated by the Center be available for use by the University as a teaching and training facility and that faculty and students of the University be available for service at the Center to the

extent agreed upon by the parties in order that both parties may accomplish their objectives in larger measure and more effectively;

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, the University and the Center agree as follows:

(1) PURPOSE OF AFFILIATION

(a) The purpose of this agreement is to establish a broad framework of institutional policies to facilitate cooperation between the University and the Center. It is agreed that the initiative for establishing definitive relationships will be vested in the respective department heads of the departments within institutions of the University and the corresponding departments or divisions of the Center. It is further understood that the individual departments of the agreeing parties may or may not establish affiliations, depending upon the needs and circumstances of the departments and subject to the appropriate action by the respective governing bodies of the institutions.

(2) PROVISIONS FOR FACULTY APPOINTMENT FOR CENTER STAFF MEMBERS

Both parties agree that academic status is a strong inducement for attracting well-qualified individuals for professional staff positions at the Center, and that faculty appointments made by the University for individuals in key positions at the Center should include reasonable assurances of continuation of employment by the Center. Academic appointments, including tenure, will be nominated by the Center or the University and will be granted after mutual departmental agreement on an individual basis, subject to the approval of the person by the University and satisfactory arrangements covering the financial obligations accompanying all appointments in this category. The alternatives for obtaining appointments in this category are:

(a) Guarantee by the Center of future salary costs for appointments made by the University

Under a contract negotiated between the individual physician

09%

and the Center, with the approval of the University, the Center will agree to pay to the University the salary plus appropriate fringe benefits for the position authorized in accordance with the terms of the contract. These payments will continue as long as the University is required to maintain these personnel, but not to exceed the term of the contract as negotiated between the parties.

(b) Center Staff with Faculty Appointment with or without partial compensation from the University

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

(3) OTHER PROVISIONS CONCERNING STAFF

(a) Rules and personnel practices established by the Center will be used in the appointment of all staff of the Center who do not receive teaching assignment, faculty designation, or compensation through the University.

(b) Physicians and other mental health personnel employed full time by the University and based at the Center, with academic appointments, will be subject to The University of Texas System Medical Service, Research and Development Plan rules and regulations.

(4) JOINT SPONSORSHIP OF RESEARCH ACTIVITIES

If personnel employed by the Center who have faculty appointments at the University need research facilities they will be made available by the Center provided the regular and continuing activities and programs of the Center will not be adversely affected. When research facilities are needed the need will be explained to the Board of Directors of the Center which will, after considering the specific research program and the current requirements of the Center for facilities, determine whether the facilities can be made available. Research projects at the Center may be sponsored by the University, the Center, or jointly. When there is joint

ponsorship, the extent of the responsibility of each institution in the administration and disposition of research funds, provision of staff and facilities, and ownership of equipment purchased with research funds will be clearly stated in writing.

(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 all relationships and policies, and other matters of common concern.

(6) JURISDICTIONAL POWERS

It is agreed that the Board of Directors of the Center shall retain all jurisdictional powers incident to separate ownership, including exclusive jurisdiction over the administration and supervision of its facilities, its general and fiscal policies, the appointment and supervision of its professional staff and employees, and all commitments, agreements or decisions to be made pursuant to this agreement. However, the Center will seek counsel and advice of the University when the exercise of such jurisdiction affects the programs of the teaching and research which it will conduct with the University.

(7) MODIFICATION OF AGREEMENT AND TERMINATION

If any aspect of this agreement becomes unsatisfactory to either party, a joint committee of representatives of both institutions shall be responsible for discussing and resolving difficulties. If a change in the agreement is necessary, the committee shall make recommendations to the authorities of each institution. If

problems develop that are sufficiently serious and cannot be resolved, dissolution of the agreement may be indicated. The effective date of such dissolution shall be mutually agreed upon, with adequate time to allow the University and the Center to make necessary arrangements for dissolution in an orderly manner. In the absence of such an agreement the effective date of such dissolution or termination shall be six months after receipt by either party of a written notice from the other party.

(2) PERIOD OF AGREEMENT AND AMENDMENT

This agreement is for a period of ten years from its date of execution, unless terminated by either party as hereinabove provided. It may be extended or amended in writing to include such provisions as the parties may agree upon. Employees of the Center or the University, or both, shall have no rights under this agreement that cannot be altered or amended by agreement of the parties or that cannot be amended or terminated upon amendment or termination of this agreement.

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

UNIVERSITY

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

ATTEST:

Secretary, Board of Regents  
The University of Texas System  
BETTY ANNE DIEBOLD

Dan C. Williams, Chairman  
Board of Regents  
The University of Texas System

FORM APPROVED:

[Signature]  
General Counsel of the System

CONTENT APPROVED:

[Signature]  
Chancellor of the System

[Signature]  
Vice Chancellor for Health Affairs

FACILITY

By: [Signature]  
Chairman, Board of Directors of  
The San Antonio Children's Center

ATTEST:

[Signature]

10. University Cancer Center: Amendment to Affiliation Agreement with Rio Grande Radiation Treatment and Cancer Research Foundation, Inc., McAllen, Texas, Dated September 30, 1976. --On July 9, 1976, the Board of Regents approved an affiliation agreement by and between The University of Texas System Cancer Center and the Rio Grande Radiation Treatment and Cancer Research Foundation, Inc., McAllen, Texas. This agreement was executed by the appropriate officials on September 30, 1976.

At its October 20, 1978 meeting, the Board of Regents approved an agreement to supersede the agreement dated September 30, 1976 (approved by the Board on July 9, 1976). Since the October 1978 agreement was never executed and never filed with the Board Secretary, the final draft could not be reported for the record. Hence, a recommendation was made to amend the original agreement dated September 30, 1976 and approval was given without objection to the amendment set out on Pages 95-96.

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DOCUMENT ---  
REMARKS ---

#### AMENDMENT TO AFFILIATION AGREEMENT

The Board of Regents of The University of Texas System and the Rio Grande Radiation Treatment and Cancer Research Foundation, Inc., McAllen, Texas, hereby agree to amend the Affiliation Agreement dated the 30th day of September, 1976, as follows:

1. Section 2.17 of the said Affiliation Agreement shall read as follows:

Cancer Center, at its own expense, agrees to keep in force appropriate malpractice insurance coverage for its physicians.

2. Section 3 of the said Affiliation Agreement shall read as follows:

The Rio Grande Radiation Treatment Center shall be staffed by Cancer Center and run in accordance with the Rules and Regulations of the Medical Staff of Cancer Center.

Otherwise, the terms and provisions of the original contract executed on the 30th day of September, 1976, shall remain in full force and effect.

EXECUTED this the 18 day of January

19 77

ATTEST:

RIO GRANDE RADIATION TREATMENT AND CANCER RESEARCH FOUNDATION, INC.

[Signature]  
Secretary

[Signature]  
By

ATTEST:

BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM

[Signature]  
BETTY ANNE THEDFORD, SECRETARY  
Board of Regents of  
The University of Texas System

[Signature]  
BY DAN C. WILLIAMS, CHAIRMAN  
Board of Regents of  
The University of Texas System

Approved as to Content:

Approved as to Form:

[Signature]  
Vice Chancellor for Health Affairs

[Signature]  
University Attorney

[Signature]  
Chancellor

REPORT OF LAND AND INVESTMENT COMMITTEE (Pages 96 - 131 ). -- Committee Chairman Hay submitted the following report of the Land and Investment Committee. He stated that all items were approved unanimously in open session unless otherwise indicated. The report was adopted without objection:

The documents in this report will be executed in accordance with the Regents' Rules and Regulations in effect at the time of the meeting of the Land and Investment Committee. These provide that the Chairman of the Board of Regents has authority to execute any instrument authorized by the Board and that the Vice-Chairman of the Board and the Chancellor, the Vice Chancellor for Business Affairs and the Vice Chancellor for Lands Management of the System may execute, unless otherwise indicated in the report, all necessary instruments authorized in this report when each has been approved as to form by an attorney in the Office of General Counsel and as to content by the appropriate official. These instruments relate to real estate or mineral interests held or controlled by the Board of Regents as a part of the Permanent University Fund or as a part of any Trust and Special Fund.

FILE NO. \_\_\_\_\_  
DOCUMENT \_\_\_\_\_  
REMARKS \_\_\_\_\_

I. PERMANENT UNIVERSITY FUND

A. INVESTMENT MATTERS

Report on Clearance of Monies to Permanent University Fund for June and July 1979 and Report on Oil and Gas Development as of July 31, 1979. -- The following reports with respect to (a) certain monies cleared to the Permanent University Fund for June and July 1979 and (b) Oil and Gas Development as of July 31, 1979, were received from the Executive Director for Investments and Trusts:

<u>Permanent University Fund</u>	<u>June 1979</u>	<u>July 1979</u>	<u>Cumulative This Fiscal Year</u>	<u>Cumulative Preceding Fiscal Year</u>	<u>Per Cent Change</u>
Royalty					
Oil	\$ 3,570,524.44	\$ 4,784,193.97	\$ 40,465,907.57	\$36,591,111.69	10.59%
Gas	2,803,291.13	2,748,158.12	27,352,380.54	33,568,827.79	(18.52%)
Water	22,331.39	26,974.76	189,596.09	200,651.79	( 5.51%)
Salt Brine	1,656.05	2,629.33	28,458.26	36,649.87	(22.35%)
Sulphur	85,754.61	118,697.89	638,417.58	523,597.45	20.78%
Rental					
Oil and Gas Leases	165,930.87	16,367.78	2,044,003.94	1,245,205.59	64.15%
Other	6,400.00	100.00	28,500.51	21,094.93	35.11%
Miscellaneous	5,227.65		808,336.63	786,315.00	2.80%
	<u>\$ 5,661,116.14</u>	<u>\$ 7,697,121.85</u>	<u>\$ 71,555,601.12</u>	<u>\$72,978,454.11</u>	( 1.95%)
Bonuses, Oil and Gas Lease	-0-	-0-	9,719,000.00	17,869,500.00	(45.61%)
Total, Permanent University Fund	<u>\$ 6,661,116.14</u>	<u>\$ 7,697,121.85</u>	<u>\$ 81,274,601.12</u>	<u>\$90,847,954.11</u>	(10.54%)

Oil and Gas Development - July 31, 1979  
 Acreage Under Lease - 1,042,849

Number of Producing Acres - 395,129

Number of Producing Leases - 1,719

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B. LAND MATTERS

1. Easements and Surface Leases Nos. 4956-5026, Material Source Permit No. 580, Water Contracts Nos. 174-176, Assignment of Easement No. 3181, and Flexible Grazing Leases Nos. 10-11. -- Applications for Easements and Surface Leases Nos. 4956-5026, Material Source Permit No. 580, Water Contracts Nos. 174-176, Assignment of Easement No. 3181 and Flexible Grazing Leases Nos. 10-11 were approved. All documents are on the University's standard form and those effective prior to August 1, 1979, are at the standard rates adopted February 1, 1977; and those effective August 1, 1979, or thereafter, are at the standard rates adopted by the Board of Regents on June 1, 1979, to be effective August 1, 1979:

a. Easements and Surface Leases Nos. 4956-5026

No.	Company	Type of Permit	County	Location (Block #)	Distance or Area	Period	Consideration
✓4956	Charter Crude Oil Company	Surface Lease (Unloading site)	Reagan	11	0.702 acre	3/1/79-2/28/89	\$ 1,500.00 (Full)
✓4957	Exxon Corporation (Renewal of 3009)	Surface Lease (Separation & storage facility & flare pit)	Ward	16	5.23 acres	11/1/79-10/31/89	2,090.80 (Full)
✓4958	B C Service Company	Surface Lease (Welding yard)	Ward	16	250' x 400'	7/1/79-6/30/80*	800.00
✓4959	Saxon Oil Company	Pipe Line	Reagan	58 & 9	320 rds. 2 inch	6/1/79-5/31/89	960.00
✓4960	El Paso Natural Gas Company (Renewal of 2967)	Pipe Line	Crane	30	1,991.03 rds. 10-3/4 inch	9/20/79-9/19/89	5,973.09
✓4961	Gulf Oil Corporation (Renewal of 3015)	Pipe Line	Ector	35	151.60 rds. 8 inch	10/1/79-9/30/89	454.80
✓4962	Lo-Vaca Gathering Company (Renewal of 2997)	Pipe Line	Ward	16	242.94 rds. 24 inch	9/1/79-8/31/89	971.76
✓4963	Lo-Vaca Gathering Company (Renewal of 3047)	Pipe Line	Ward	16	131.39 rds. 4 1/2 inch	12/1/79-11/30/89	394.70
✓4964	Lo-Vaca Gathering Company (Renewal of 3049)	Pipe Line	Ward	16	381.70 rds. 4 1/2 inch	12/1/79-11/30/89	1,145.10

\*Renewable from year to year, but not to exceed a total of ten (10) years.

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No.	Company	Type of Permit	County	Location (Block #)	Distance or Area	Period	Consideration
✓4965	Lo-Vaca Gathering Company (Renewal of 3053)	Pipe Line	Ward	16	440.73 rds. 4 1/2 inch	12/1/79- 11/30/89	\$ 1,322.19
✓4966	Lo-Vaca Gathering Company (Renewal of 3054)	Pipe Line	Ward	16	314.36 rds. 4 1/2 inch	12/1/79- 11/30/89	943.03
✓4967	Lo-Vaca Gathering Company (Renewal of 3055)	Pipe Line	Ward	16	150.91 rds. 4 1/2 inch	12/1/79- 11/30/89	452.73
✓4968	Phillips Petroleum Company	Pipe Line	Andrews	5,6,& 14	997.51 rds. Various Size	8/1/79- 7/31/89	3,491.29
✓4969	Exxon Pipeline Company (Renewal of 2942)	Surface Lease (Tank farm site)	Reagan	11	7.69 acres	7/7/79- 7/6/89	2,691.50 (Full)
✓4970	Southwestern Bell Telephone Co. (Renewal of 2994)	Surface Lease (Equipment Bldg.)	Ward	16	.23 acre	8/1/79- 7/31/80	200.00 (Min.)
✓4971	Lo-Vaca Gathering Company (Renewal of 2999)	Surface Lease (Gas Treating Plant)	Ward	16	14.69 acres	9/1/79- 8/31/89	5,876.00 (Full)
✓4972	Fin-Tex Pipe Line Company (Renewal of 2969)	Pipe Line	Ward	16	145.00 rds. 4 1/2 inch	10/1/79- 9/30/89	435.03
✓4973	Aztec Gas System's Inc. (Renewal of 2951)	Pipe Line	Pecos	17 & 18	2,697.42 Various Size	7/1/79- 6/30/89	6,743.55
✓4974	Amoco Production Company	Pipe Line	Andrews	13	843.45 rds. 3 1/2 inch	7/1/79- 6/30/89	2,530.35
✓4975	BTA Oil Producers	Pipe Line	Reagan	9	1,025.69 rds. 2 inch	6/1/79- 5/31/89	3,077.07
✓4976	Southern Union Refining Company	Pipe Line	Andrews	13	1,016.42 rds. 8 inch	6/1/79- 5/31/89	3,049.26

\*Renewable from year to year, but not to exceed a total of ten (10) years.

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No.	Company	Type of Permit	County	Location (Block #)	Distance or Area	Period	Consideration
✓ 4977	Phillips Pipe Line Company (Renewal of 2938)	Pipe Line	Andrews	6	112.80 rds. 4 1/2 inch	8/1/79- 7/31/89	\$ 338.40
✓ 4978	Phillips Petroleum Company	Pipe Line	Martin	7 & 6	342.67 rds. 4 1/2 inch	5/1/79- 5/31/89	1,028.01
✓ 4979	Phillips Petroleum Company	Pipe Line	Martin	6	375.58 rds. 6-5/8 inch	5/1/79- 4/30/89	1,126.74
✓ 4980	Phillips Petroleum Company (Renewal of 2937)	Pipe Line	Ector-Crane	35	691.20 rds. Various Size	8/1/79- 7/31/89	2,073.60
✓ 4981	Phillips Petroleum Company (Renewal of 2996)	Pipe Line	Andrews	11 & 9	489.80 rds. 6-5/8 inch	7/1/79- 6/30/89	1,224.50
✓ 4982	El Paso Natural Gas Company	Pipe Line	Pecos	23	515.879 rds. 4 1/2 inch	7/1/79- 6/30/89	1,547.64
✓ 4983	El Paso Natural Gas Company (Renewal of 3001)	Pipe Line	Andrews	1 & 9	175.97 rds. 3 & 4 1/2 inch	12/1/79- 11/30/89	527.91
✓ 4984	El Paso Natural Gas Company (Renewal of 3002)	Pipe Line	Andrews	1	150.727 rds. 3 1/2 inch	12/1/79- 11/30/89	452.18
✓ 4985	The Permian Corporation	Pipe Line	Reagan	1	561.88 rds. 4 1/2 inch	7/1/79- 6/30/89	1,685.64
✓ 4986	The Permian Corporation (Renewal of 2947)	Pipe Line	Reagan	1 & 2	2,656.15 rds. 4 inch	6/1/79- 5/31/89	6,640.33
✓ 4987	The Permian Corporation (Renewal of 2974)	Pipe Line	Crockett Upton	14	938 rds. 3 inch	7/1/79- 6/30/89	2,345.00
✓ 4988	Texas Electric Service Company (Renewal of 2957)	Power Line	Andrews, Crane & Martin	1,2,9,10, 13,31, & 7	1,048.60 Single Pole	8/1/79- 7/31/89	1,048.60
✓ 4989	Rio Grande Electric Coop., Inc. (Renewal of 2980)	Power Line	Hudspeth	6	324.85 rds. Single Pole	8/1/79- 7/31/89	324.85

No.	Company	Type of Permit	County Ward	Location (Block #)	Distance or Area	Period	Consideration
✓ 4990	Community Public Service Company	Power Line		18	77.45 rds. Single Pole	6/1/79- 5/31/89	150.00 (Min.)
✓ 4991	Community Public Service Company	Power Line	Ward	18	361.52 rds. Single Pole	5/1/79- 4/30/89	361.52
✓ 4992	Community Public Service Company	Power Line	Ward	18	364.30 rds. Single Pole	5/1/79- 4/30/89	364.30
✓ 4993	Community Public Service Company	Power Line	Winkler	20	125.39 rds. Single Pole	7/1/79- 6/30/89	150.00 (Min.)
✓ 4994	Southwest Texas Electric Cooperative, Inc.	Power Line	Reagan	49	81.272 rds. Single Pole	5/1/79- 4/30/89	150.00 (Min.)
✓ 4995	Southwest Texas Electric Cooperative, Inc.	Power Line	Irion	40	114.545 rds. Single Pole	6/1/79- 5/31/89	150.00 (Min.)
✓ 4996	Southwest Texas Electric Cooperative, Inc.	Power Line	Crockett	48	190.969 rds. Single Pole	6/1/79- 5/31/89	190.97
✓ 4997	Southwest Texas Electric Cooperative, Inc.	Power Line	Reagan	48	87.090 rds. Single Pole	6/1/79- 5/31/89	150.00 (Min.)
✓ 4998	Southwest Texas Electric Cooperative, Inc.	Power Line	Crockett	47 & 50	334.242 rds. Single Pole	5/1/79- 6/30/89	334.24
✓ 4999	Southwest Texas Electric Cooperative, Inc.	Power Line	Crockett	47	84.848 rds. Single Pole	5/1/79- 4/30/89	150.00 (Min.)
✓ 5000	Southwest Texas Electric Cooperative, Inc.	Power Line	Crockett	51 & 46	436.363 rds. Single Pole	8/1/79- 7/31/89	654.54
✓ 5001	Atlantic Richfield Company (Replacement of 4628) **	Surface Lease (Salt Water Disposal)	Crockett	29	1 acre	8/1/79- 7/31/80	1,500.00

\*Renewable from year to year, not to exceed a total of five (5) years.

\*\*This contract replaces Surface Lease No. 4628 which is currently in force. The replacement contract provides for the injection of salt water from non-University as well as University lands.

No.	Company	Type of Permit	County	Location (Block #)	Distance or Area	Period	Consideration
✓ 5002	Texaco Inc. (Renewal of 2988)	Surface Lease (Salt Water Disposal)	Crane	30	1 acre	8/18/79- 7/17/80	\$ 1,000.00
✓ 5003	Mobil Oil Corporation	Surface Lease (Salt Water Disposal)	Andrews	17	1 acre	8/10/79- 8/9/80	1,000.00
✓ 5004	Northern Natural Gas Company	Pipe Line	Andrews	9 & 10	2,095.58 rds. 6 inch	10/1/79- 9/30/89	7,334.54
✓ 5005	Mobil Oil Corporation (Renewal of 2984)	Pipe Line	Crane	31 & 30	3,895.00 rds. 6-5/8 inch	9/1/79- 8/31/89	11,655.00
✓ 5006	Gulf Oil Corporation (Renewal of 3006)	Pipe Line	Crane	31	169.70 rds. 4 inch line	1/1/80- 12/31/89	509.10
✓ 5007	El Paso Natural Gas Company	Pipe Line	Crockett	33 & 30	3,375.46 rds. Various Size	8/1/79- 7/31/89	11,814.11
✓ 5008	Phillips Petroleum Company (Renewal of 3106)	Pipe Line	Winkler	20	121.9 rds. 4 1/2 inch	9/1/79- 3/31/89	365.70
✓ 5009	Cummings Oil Company	Pipe Line	Crockett	42	606.06 rds. 2-7/8 inch	8/3/79- 7/31/89	2,421.00
✓ 5010	Gulf Oil Corporation (Renewal of 2972)	Surface Lease (Water line Blow off pit)	Crane	30	2.65 acres	1/1/80- 12/31/89	2,000.00 (Full)
✓ 5011	Navajo Refining Company (Renewal of 3025)	Pipe Line	Hudspeth	"A"	672.06 rds. 6 inch	10/1/79- 9/30/89	2,016.18
✓ 5012	El Paso Natural Gas Company (Renewal of 3052)	Pipe Line	Reagan	2	46.79 rds. 4 inch	2/1/80- 1/31/90	200.00 (Min.)

\*Renewable from year to year, but not to exceed a total of five (5) years.

No.	Company	Type of Permit	County	Location (Block #)	Distance or Area	Period	Consideration
✓ 5013	El Paso Natural Gas Company (Renewal of 2968)	Pipe Line	Andrews	9	290.909 rds. 6-5/8 inch	10/1/79- 9/30/89	5 - 872.77
✓ 5014	Amoco Production Company (Renewal of 2991)	Pipe Line	Andrews	9	18.2 rds. 2-3/8 inch	10/1/79- 9/30/89	200.00 (Min.)
✓ 5015	Texas-New Mexico Pipe Line Co. (Renewal of 2989)	Pipe Line	Crane	30	168.00 rds. 4" inch	9/1/79- 8/31/89	594.00
✓ 5016	Texas Electric Service Co. (Renewal of 3017)	Power Line	Crane	30	1,915.81 rds. H-Frame	1/1/80- 12/31/89	4,789.53
✓ 5017	Phillips Petroleum Company (Renewal of 2939,2940,2941)	Pipe Line	Andrews	5, 9 & 10	395.32 rds. Various Size	9/1/79- 8/31/89	1,421.40
✓ 5018	The Permian Corporation (Renewal of 2978)	Pipe Line	Reagan	3	626.00 rds. 4 inch	9/1/79- 8/31/89	1,000.00
✓ 5019	Texaco, Inc. (Renewal of 2982)	Pipe Line	Crane	30	50.97 rds. 2 inch	9/1/79- 8/31/89	2,000.00
✓ 5020	Northern Natural Gas Company	Pipe Line	Reagan	9	306.67 rds. 4 inch	9/1/79- 3/31/89	1,000.00
✓ 5021	Fluor Oil Field Supply Co.	Surface Lease (Oil field supply store)	Reagan	11	225' x 200'	5/1/79- 4/30/80	500.00
✓ 5022	El Paso Natural Gas Company	Surface Lease (Dehydration site)	Pecos	23	0.230 acre	7/1/79- 6/30/89	1,500.00 (Full)
✓ 5023	Allied Chemical Corporation	Surface Lease (Crude oil storage battery)	Andrews	5	1 acre	5/1/79- 4/30/89	1,500.00 (Full)
✓ 5024	Texaco, Inc. (Renewal of 2981)	Surface Lease (Consolidated tank battery)	Crane	30	1 acre	9/1/79- 8/31/89	2,000.00 (Full)

\*Renewable from year to year, but not to exceed a total of ten (10) years.

No.	Company	Type of Permit	County	Location (Block #)	Distance or Area	Period	Consideration
✓ 5025	Texas Pacific Oil Co., Inc. (Renewal of 3838)	Surface Lease (Salt Water Disposal)	Roagan	2	1 acre	9/21/79- 9/1/80	\$4,000.00
✓ 5026	PDC Gas Company	Surface Lease (Salt Water Disposal)	Pecos	17	1 acre	9/1/79- 8/31/80	1,000.00

\*Renewable from year to year, but not to exceed a total of five (5) years.

b. Material Source Permit No. 580

No.	Grantee	County	Location	Quantity	Consideration
✓ 580	Jones Bros. Rental Equip. Co., Inc.	Pecos	Block 27	9,000 cubic yards - caliche	\$1,050.00*

\*Special agreement at fifteen cents (15¢) per cubic yard.

c. Water Contracts Nos. 174-176

No.	Grantee	County	Location	Period	Consideration
✓ 174	Lo-Vaca Gathering Company	Ward	Block 16	9/1/79- 8/31/84	\$400.00*
✓ 175	Atlantic Richfield Company	Crane	Block 31	8/1/79- 7/31/84	2,080.00**
✓ 176	H. L. Brown	Terrell	Block 36	***	500.00

\*Annual rental is \$100.00, to be paid in advance. The royalty shall be fifteen cents (15¢) per 1000 gallons of water produced, with a minimum royalty of \$300.00 per year. The \$400.00 consideration represents the first year's advance royalty and rental.

\*\*The annual advance rental is \$1.00 per acre. The royalty shall be fifteen cents (15¢) per 1000 gallons of water with a minimum royalty payment of fifteen cents (15¢) per acre per month.

\*\*\*Contract allows H. L. Brown to use water for the drilling of a well off University Lands.

FILE NO. 1000  
DOCUMENT  
REMARKS  
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FILE NO. 1000  
DOCUMENT  
REMARKS

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REMARKS

d. Assignment of Easement No. 3181

No. 3181	Assignor Oran Whitten	Assignee Walter A. Anderson	Type of Permit Surface Lease	County Ward	Consideration \$ 150.00
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e. Flexible Grazing Leases Nos. 10-11

The following grazing leases are for ten year terms in accordance with the Flexible Grazing Lease Policies adopted by the Board of Regents at its June 1, 1979 meeting, which provided that the lessees carry out the range conservation and/or ranch improvement practices specified in said lease which shall be certified by the Manager of University Lands, Surface Interests. These leases are on the University's standard form with semiannual payment of rental on January 1 and July 1 of each year in the amount set out in the lease.

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No.	Lessee	Location		Acreage	Period	Minimum Annual Rental		
		County	Block			Minimum Rental Per Acre	Minimum Annual Rental	Semi-Annual Rental
✓ 10	P.L. Childress, Jr. & P.L. Childress, III (Renewal of 1046)	Crockett	30,31	8,814.76	7/1/79- 6/30/89	\$ .88*	\$7,756.99**	\$3,878.50
✓ 11	John Childress & John Dwight Childress (Renewal of 1047)	Crockett	39,42,56	9,099.30	7/1/79- 6/30/89	.73*	6,642.49**	3,321.25

\*This does not include hunting rental. Hunting rental will be determined annually on June 1 and Payable July 1.  
 \*\*Actual rental to be determined semiannually by the Manager of University Lands, Surface Interests, in accordance with the Flexible Grazing Lease Policies based upon the then current price per animal unit and the stocking rate applicable to this lease.

2. Permanent University Fund: Potassium (Potash) Prospecting Permit No. 9 and Option to Lease to Mr. John R. Wilcox, Athens, Texas, Covering 13,335.9 Acres in Reagan, Crockett and Upton Counties, Texas. --Without objection, approval was given to grant to Mr. John R. Wilcox of Athens, Texas, the following (Pages 106-122) Potassium (Potash) Prospecting Permit (No. 9) covering certain University Lands in Reagan, Crockett and Upton Counties, Texas, totaling 13,335.9 acres: [Potassium (Potash) Prospecting Permit No. 8 was granted October 8, 1965.]

FILE NO. 1000  
DOCUMENT  
REMARKS

PERMIT NO. 9

POTASH AND ALLIED MINERALS PROSPECTING PERMIT

THE STATE OF TEXAS X  
 COUNTIES OF REAGAN, X  
 UPTON AND CROCKETT X

THIS AGREEMENT, made and entered into this the \_\_\_\_\_ day of 19\_\_\_\_, between the BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM, hereinafter called "University", and JOHN R. WILCOX, a single man, of Athens, Henderson County, Texas, hereinafter called "Permittee", as follows:

## I.

SUBJECT MATTER

University, acting pursuant to the powers granted it in Section 66.44 of the Texas Education Code of Texas, and for the consideration described hereafter, grants to Permittee:

1. A prospecting permit on the terms set out below for the purpose of attempting to locate valuable deposits of potassium, sodium, phosphorous, and other minerals of similar occurrence and their salts and compounds (but especially excluding oil, gas, coal, lignite, uranium or uranium ore, and sulphur) in, on, under and that may be produced from the lands in Reagan, Upton, and Crockett Counties, Texas, described by specific areas numbered 1 through 5 in the attached Exhibit "A", which is made a part hereof for all purposes, hereafter called the "Permit Lands", and

2. The right to lease a portion of the lands on the terms set out below for the purpose of exploring for, mining, developing, producing, and marketing such deposits. The Permit Lands and each section or part thereof included therein shall for all purposes of this Agreement be deemed to contain the number of acres shown on Exhibit "A".

## II.

PROSPECTING PERMIT

In consideration of the payment by Permittee of fifty cents (\$.50) for each acre of the Permit Land, totaling SIX THOUSAND SIX HUNDRED SIXTY-SEVEN AND 95/100 DOLLARS (\$6,667.95), receipt of which is acknowledged,

University grants to Permittee the sole and exclusive right to test and explore for valuable deposits of potassium, sodium, phosphorous, and other minerals of similar occurrence and their salts and compounds, (but especially excluding oil, gas, coal, lignite, uranium or uranium ore, and sulphur) in, on, under and that may be produced from the Permit Land, for a term of two (2) years from this date.

A. Prospecting Operations:

1. Permittee may conduct such surface or aerial surveys as he desires, including use of plane table, alidade, or other similar instrument, but no gravity meters, magnetometers, seismological, or other geophysical instruments or equipment may be used.

2. Permittee may drill such core holes and wells as he elects on the Permit Lands. Permittee will drill at least one test hole on the Permit Lands within the terms hereof. This hole will be drilled through the Salado formation or its geological equivalent with either air or core drilling equipment using diesel drilling fluid or with rotary drill using diesel drilling fluid or such other drilling fluid as may receive prior approval by the Manager of University Lands - Oil, Gas and Mineral Interests, Midland, Texas, in accordance with standard potash industry methods. It is agreed and understood, however, that no core hole or well may be drilled into any formation known to be productive of oil or gas in the general area.

3. Permittee shall make a radioactivity survey (gamma ray neutron or equivalent) of each core or drill hole from ground level to the total depth of the hole and deliver to University a full scale official log of such survey, certified as to authenticity, at its Midland, Texas, office not later than fifteen (15) days after the completion of such survey. Permittee shall include, along with such radioactive survey, a report of all water sands encountered and an estimate of the amount of water, if any in each hole.

4. Permittee shall preserve all cores and samples of all cuttings until expiration of this Permit, and upon request therefor by University, shall deliver to University within thirty (30) days after such request, a "1/4 cut" of such cores and/or a reasonable cut of such cuttings.

5. Permittee shall deliver to University at its Midland, Texas office within thirty (30) days after the making thereof, a certified copy of all chemical analyses made or contracted for by Permittee during exploratory operations under this Permit.

6. University will keep all information supplied it by Permittee, including, without limitation, all cores, cuttings, analyses, logs, and other exploratory data in strict confidence permitting only authorized personnel to have access thereto and will not release any part of the information until the expiration of this Permit.

B. Use of Surface

Permittee is granted the right to such use of the surface of the Permit Lands as may be necessary or incident to the prospecting permit and the conducting of the prospecting operations permitted or required hereunder, including the right of ingress and egress to, along, and across Permit Lands and the right of access over existing roads on the Permit Lands and University's adjacent and contiguous lands, the right to construct and maintain essential roads on the Permit Lands if existing roads are not adequate, the right to use, free of cost, nonpotable water (nonpotable water being defined herein as water containing more than 2500 ppm total dissolved solids and produced from depths below the top of the Triassic) found and produced or impounded by Permittee on said land for its own operations thereon, except water from wells or tanks of lessor or its surface lessees, the right to install pumps, pipe lines, and utility lines, and such other equipment as may be necessary for operations hereunder, without any additional costs or payments, except for payments for surface damages as set out below; provided, however, that in exercising such rights, Permittee will not:

1. Locate its wells, pumps, pipe lines, or other facilities in such manner as to interfere with the location of wells, pipe lines, or other facilities required in the development of said land for oil, gas, or other minerals under existing or future oil, gas, and mineral leases; or

2. Locate its wells at any location within 300 feet of any surface tenant's residence, water wells, surface tanks, or other improvements now located on the premises.

Permittee will plug all holes or wells drilled on the Permit Lands in the manner required by University, will fill and level all excavations, and remove all debris from well sites within five (5) days after all tests on each well are concluded. Permittee will contact the Manager of University Lands - Surface Interests at Midland, Texas, before commencing operations hereunder.

C. Surface Damage:

In conducting operations on the Permit Lands, Permittee will pay surface damage to the University in accordance with the schedule set forth in THE UNIVERSITY OF TEXAS LANDS SCHEDULE OF DAMAGES which is currently in effect. This schedule of maximum permitted charges, however, shall not in any way limit the liability of Permittee in any action at law for any damages inflicted upon the surface lessees by reason of acts of negligence, if any, committed by Permittee in its operations if Permittee is lawfully liable therefor.

D. Bond:

Within thirty (30) days after the date hereof, Permittee will deposit One Thousand Dollars (\$1,000.00) in cash with the University to guarantee performance of all obligations to University hereunder. This sum will be refunded to Permittee at the termination of this Agreement without breach by Permittee.

E. Surrender Clause:

Permittee may, at any time during the term hereof, execute a release or releases covering all or any part of the Permit Lands, and upon filing the same for record in the General Land Office, with the Board of Regents of The University of Texas System, and in the county or counties where the released portion of the Permit Lands are located, be relieved of all future obligations with respect to the Permit Lands so released.

III.

RIGHT TO LEASE

At any time during the term of the prospecting permit, for bonus considerations hereinafter set out, Permittee is granted the exclusive right to select and lease all or any part of the Permit Lands, in increments of standard northeast, northwest, southeast, or southwest one-fourth (1/4) sections, under one or more leases, under the terms and on the form of the

attached Exhibit "B", which is made a part hereof for all purposes, provided that no lease shall cover more than four (4) sections of land or the equivalent thereof, and that no more than one lease shall be granted by University, within each designated area as shown on Exhibit "A". The leased area under each lease shall be contiguous and not a divided area.

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Permittee shall give written notice or notices to University of the exercise of this right and the description of the lands to be leased. Such notices may be given at any time during the term of the prospecting permit but must be postmarked not later than the last day thereof. Within thirty (30) days after receipt of such notices, University and Permittee shall execute the lease or leases called for in the notices, and the bonus consideration shall be paid.

The execution of a lease covering a portion of the Permit Lands shall terminate the prospecting permit as to the leased lands, and Permittee's obligations with respect to the leased lands shall be as stated in the lease. The prospecting permit will continue in force as to unleased portions of the Permit Land according to its terms.

#### IV.

##### BONUS CONSIDERATIONS

Upon exercise of Permittee's exclusive right to lease, the bonus considerations to be paid by Permittee to University shall be as follows:

FIVE AND NO/100 DOLLARS (\$5.00) per acre for one or more of the first four (4) one-fourth (1/4) sections of a designated Area

and

TWENTY FIVE AND NO/100 DOLLARS (\$25.00) per acre for one or more of the second four (4) one-fourth (1/4) sections of the same Area

and

ONE HUNDRED AND NO/100 DOLLARS (\$100.00) per acre for one or more of all other one-fourth (1/4) sections of the same Area.

#### V.

##### MISCELLANEOUS

###### A. Assignment:

Permittee may not assign this Agreement or any rights hereunder in whole or in part without the prior written consent of University. Consent by University may not be withheld without due and just cause. Any assignments

so made shall be recorded in the counties in which the Permit Lands are located, and two (2) certified copies thereof filed with University together with a FIVE (\$5.00) DOLLAR filing fee and an assignment fee of ONE HUNDRED AND NO/100 DOLLARS (\$100.00).

B. Notices:

All notices required hereunder (unless otherwise expressly provided to the contrary) shall be deemed to have been given if the same are reduced to writing and mailed by registered or certified mail by either party hereto to the other at the respective addresses of the parties shown below:

The University of Texas System  
Vice Chancellor for Lands Management  
Office of the General Counsel  
201 West Seventh Street  
Austin, Texas 78701

John R. Wilcox  
1007 Mill Run Road  
Athens, Texas 75751

Changes of address, if any, of either party hereto, shall be forwarded to the other by registered or certified mail if and when any such change in address occurs.

C. Legal Representatives, Successors, and Assigns:

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, successors, legal representatives, and assigns.

WITNESS THE EXECUTION HEREOF, the date and year first hereinabove set out.

ATTEST:

THE BOARD OF REGENTS OF  
THE UNIVERSITY OF TEXAS SYSTEM

Betty Anne Thedford,  
Secretary

By: JAMES T. FITZPATRICK  
Vice Chancellor for Lands Management

John R. Wilcox  
JOHN R. WILCOX

PERMITTEE

Approved as to Content:

Approved as to Form:

James B. Zimmerman  
JAMES B. ZIMMERMAN  
Manager of University Lands -  
Oil, Gas and Mineral Interests

University Attorney  
University Attorney

THE STATE OF TEXAS X

COUNTY OF TRAVIS X

BEFORE ME, the undersigned authority, on this day personally appeared JAMES T. FITZPATRICK, Vice Chancellor for Lands Management, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the \_\_\_\_\_ day of \_\_\_\_\_, A. D., 19 \_\_\_\_\_.

Notary Public in and for  
Travis County, Texas

THE STATE OF TEXAS X

COUNTY OF MIDLAND X

BEFORE ME, the undersigned authority, on this day personally appeared JOHN R. WILCOX, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 28th day of August, A. D., 1979.

*Charles J. Hutchinson*  
Notary Public in and for  
Midland County, Texas

To Potash and Allied Minerals Prospecting Permit

NO. \_\_\_\_\_ DATE \_\_\_\_\_

## DESCRIBED LANDS

## University Lands in the State of Texas

Area 1

Reagan County Blk. 1, Sec. 20 - 655.3 acres  
 Blk. 1, Sec. 21 - 655.3 acres  
 Blk. 1, Sec. 28 - 655.3 acres  
 Blk. 1, Sec. 29 - 655.3 acres  
 TOTAL 2,621.2 acres

Area 2

Reagan County Blk. 6, Sec. 1 - 653.2 acres  
 Blk. 6, Sec. 2 - 653.2 acres  
 Blk. 6, Sec. 11 - 653.2 acres  
 Blk. 6, Sec. 12 - 653.2 acres  
 TOTAL 2,612.8 acres

Area 3

Upton County Blk. 4, Sec. 3 - 659.7 acres  
 Blk. 4, Sec. 4 - 659.2 acres  
 Blk. 4, Sec. 9 - 655.3 acres  
 Blk. 4, Sec. 10 - 655.3 acres  
 TOTAL 2,629.5 acres

Area 4

Crockett County Blk. 5, Sec. 27 - 653.2 acres  
 Blk. 5, Sec. 28 - 653.2 acres  
 Blk. 5, Sec. 33 - 713.3 acres  
 Blk. 5, Sec. 34 - 722.2 acres  
 TOTAL 2,741.9 acres

Area 5

Crockett County Blk. 6, Sec. 29 - 653.2 acres  
 Blk. 6, Sec. 30 - 653.2 acres  
 Blk. 6, Sec. 31 - 705.5 acres  
 Blk. 6, Sec. 32 - 718.6 acres  
 TOTAL 2,730.5 acres

Containing a Grand Total of 13,335.9 acres

THE UNIVERSITY OF TEXAS SYSTEM  
 POTASH AND ALLIED MINERALS MINING LEASE

THIS LEASE, made and entered into by and between the BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM, acting under authority of Section 66.44, Texas Education Code, hereinafter called LESSOR and \_\_\_\_\_ of \_\_\_\_\_ hereinafter called LESSEE:

WITNESSETH:

1. Lessor, in consideration of the payment by Lessee of the sum of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_), the receipt whereof is acknowledged, the rents and royalties to be paid, the covenants and conditions to be observed and performed by Lessee, does hereby demise, grant, lease, and let unto the Lessee, for ten (10) years from the date hereof, said period being the Primary Term of this Lease, and as long thereafter as potassium, sodium, phosphorous, and other minerals of similar occurrence and their salts and compounds (but especially excluding oil, gas, coal, lignite, uranium or uranium ore, and sulphur), hereafter called the "minerals", are mined and marketed in paying quantities therefrom, subject to such conditions as are hereinafter set out, for the sole purpose of prospecting and exploring for and mining, developing, producing, removing, and marketing of the minerals that may be found and produced from the following described lands, same being part of the University Permanent Fund Lands:

as more specifically described on the plat labelled Exhibit "A" which is attached hereto and made a part hereof, comprising \_\_\_\_\_ acres, more or less.

2. Lessee shall have the right to use so much of the surface of the land covered by this Lease as may be reasonably necessary for the full exercise and enjoyment of the rights and interests hereby granted, including the right of use, free of cost, of nonpotable water (nonpotable water being defined herein as water containing more than 2500 ppm total dissolved solids and produced from depths below the top of the Triassic) found and produced or impounded by Lessee on said land for its own operations thereon, except water from wells or tanks of Lessor or its surface lessees; the right to construct and maintain thereon all necessary works, buildings, plants, waterways or reservoirs, roads, water lines, pipe lines, gathering lines, telephone and telegraph lines, and power lines, and also the right of ingress and egress and right-of-way to any point of operations under conditions of least injury to the occupant of the surface or the holder of any existing oil and gas lease or easement. It is expressly provided, however, that no operations under this Lease shall in any way conflict with or cause damage to any valid operation or equipment installation under any existing oil and gas lease on said lands, and the operations authorized hereunder shall not unreasonably interfere with future orderly development of oil and gas by lessees of the University when such development does not jeopardize the operations permitted hereunder.

It is further expressly provided that the use of the nonpotable water granted herein shall not include the use of such water for refining or concentration plant operations or water used in mining by a process involving leaching in place of potash ores and recovery of potash salts in brine.

3. If before the end of the Primary Term minerals shall not have been produced from the premises in paying quantities, this Lease shall terminate; provided, the term or life of this Lease may be extended if production of the minerals, after once obtained, shall cease for any cause, and Lessee, within sixty (60) days thereafter, commences additional mining, development, producing or re-working operations, then this Lease shall remain in full force and effect so long as such operations continue in good faith and in a workmanlike manner without interruptions totalling more than sixty (60) days during any one such operation; and if such operations result in the production of minerals, this Lease shall remain in full force so long as the minerals are produced therefrom in paying quantities.

4. In consideration of the foregoing, the Lessee hereby agrees:

(a) Investment. To invest in actual exploration, development, or improvements upon the land leased, or for the benefit thereof, the sum of THIRTY THOUSAND DOLLARS (\$30,000.00) of which sum not less than one-third (1/3) shall be so expended during the first year succeeding the execution of this instrument and a like sum each of the two (2) succeeding years, unless sooner expended; and submit annually, at the expiration of each year for the said period, an itemized statement of the amount and character of said expenditure during each year.

(b) Minimum Royalty. Beginning with the fourth (4th) year of the Lease, except when operations are interrupted by strikes, the elements, or casualties not attributable to the Lessee, to produce the minerals from the premises covered hereby to the gross value of not less than FIFTY THOUSAND DOLLARS (\$50,000.00), at the point of shipment, or to pay royalty at the rates stipulated below, on said gross value if there is no actual production or the value thereof is less than Fifty Thousand Dollars (\$50,000.00).

(c) Bond. To furnish and maintain a bond in the sum of FIFTY THOUSAND DOLLARS (\$50,000.00) with surety acceptable to Lessor, conditioned upon the expenditure of the amount specified in (a) hereof, and compliance with all terms and provisions of this Lease.

(d) Royalty. To pay Lessor, during the 10 year Primary Term, as royalty, six and one-fourth percent (6¼%) of the gross value of the output of the minerals at the point of shipment to market. Lessee further agrees, upon this lease's reaching the end of the 10 year Primary Term, to pay thereafter, as royalty, eight percent (8%) of the gross value of the output of the minerals at the point of shipment to market. Such gross value shall be equal to the highest price paid, without penalties or deductions, for like products of like quality within the same general area or the price actually paid to the Lessee, or the posted price, whichever is the greater.

During the life of this Lease, all royalty that may be due Lessor shall be paid to The University of Texas System, 210 West Sixth Street, Austin, Texas 78701, on or before the twentieth (20th) day of each succeeding month, for the month in which the ore or minerals were sold. Such payments shall be accompanied by a sworn statement, in quintuplicate, of

the amount, in standard terms of measurement, of all ores produced, the percent of the minerals contained in such ores, the amount of such minerals sold, and the received value thereof.

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5. One year from the date of this Lease, and on the same date of each of the following years during the life of this Lease, the Lessee shall pay to The University of Texas System, 210 West Sixth Street, Austin, Texas 78701, an annual rental of TWO DOLLARS (\$2.00) per acre during each of the 2nd through the 10th years, and TEN DOLLARS (\$10.00) per acre thereafter, payable each year in advance, unless the royalties received during the preceding year shall equal or exceed the amount of annual rental, in which latter event no such annual rental will be due on the anniversary date immediately following such royalty payments.

6. In further consideration of this Lease, the Lessee agrees and covenants as follows:

(a) To conduct all operations hereunder in a manner consistent with good and economical practice with due regard for good land management, avoidance of unnecessary damage or waste, and in a reasonable manner as regards the rights of the grazing lessees and lessees under existing oil and gas leases.

(b) To prosecute the operations called for herein with reasonable diligence, skill, and care in such manner as to achieve and maintain maximum production of the minerals or mineral-containing ores from the leased premises, consistent with good mining practice and the size of the deposit and sound economy.

(c) To comply with all requirements of pertinent state and federal laws applicable to the conduct of mining operations.

(d) To allow Lessor or the authorized representatives thereof, at all reasonable times, to enter upon the leased premises and into all parts of the mine, for the purposes of inspection, drilling, sampling, and mapping.

(e) To keep proper records of (1) development work and drilling performed; (2) tonnage and grade of ore developed, mined, and sold; (3) assay data pertaining thereto; (4) payments received for sale of minerals or ore; and, (5) costs of transportation of minerals or ore from the point of shipment to market to the point of delivery; and Lessee shall furnish a true copy of

such information to Lessor quarterly, within twenty (20) days after the close of \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_ of each year during the life of this lease, such report to be made to the Vice Chancellor for Lands Management, The University of Texas System, Office of General Counsel, 201 West Seventh Street, Austin, Texas, 78701, or such office as may be designated by Lessor in writing.

(f) To permit the Lessor or authorized representative thereof to inspect Lessee's mine maps and assay records relating to the leased premises and all other records specified in Items 1, 2, 3, 4, and 5 of subparagraph (e) above.

(g) To protect and indemnify the Lessor against any claims arising in connection with the activities of the Lessee under this Lease.

(h) To post in a conspicuous place on the leased premises, a legible notice which shall state that neither the Lessor, The University of Texas System, nor the State of Texas is, or shall be held responsible for, any accidents, damages to property, injuries to persons, or for debts or other liabilities incurred as a result of operations by Lessee.

(i) To construct such fences, barricades, etc., as will adequately protect persons or livestock from injury.

(j) To fill and level all pits, trenches, and other excavations whenever same are abandoned or the use thereof is discontinued.

(k) In the event that water shall be encountered in the drilling of core holes, to plug such core holes in such manner as to prevent any contamination of subsurface waters.

(l) To furnish the Lessor, annually, a map or maps, showing all prospecting and development work done on leased premises, all buildings, structures, and workings placed thereon, all roads constructed, and all water wells drilled thereon during the preceding twelve (12) months, together with all related information. Such map or maps shall be delivered to the Manager of University Lands - Oil, Gas and Mineral Interests, Midland, Texas, or such other office as the Lessor may designate in writing to the Lessee.

7. In all cases, the authority of a manager or agent to act for the Lessee herein must be filed with the Lessor.

8. Any easement not pertaining to or in conflict with the operation of this Lease, may be issued by the Lessor.

9. To slope the sides of all surface pits or excavations in a manner consistent with good mining practices. Such sloping is to become a normal part of the operation. Whenever practicable, all pits or excavations are to be shaped to drain, and in no case may the pits, shafts, or excavations be allowed to become a hazard to persons or livestock. Unless otherwise authorized by the Manager of University Lands - Oil, Gas and Mineral Interests, Midland, Texas, all material mined and not removed from the premises will be used to fill the pits, shafts, and excavations so that at the expiration, surrender, or termination of this Lease the land will, as nearly as practicable, approximate its original configuration, with a minimum of permanent damage to the surface.

10. To pay surface damage to University in accordance with the schedule set forth in THE UNIVERSITY OF TEXAS LANDS SCHEDULE OF DAMAGES which is currently in effect, which payment shall be mailed to University Lands, P. O. Drawer 553, Midland, Texas 79702. This schedule of maximum permitted charges, however, shall not in any way limit the liability of Lessee in any action at law for any damages inflicted upon the surface lessees by reason of acts of negligence, if any, committed by Lessee in its operations if Lessee is lawfully liable therefor.

11. If the Lessee shall fail or refuse to make the payment of any sum due under the provisions of this Lease, either as rental or as royalty on the production, within thirty (30) days after the due date thereof; or if the Lessee or his authorized agent should make any false report or false return concerning production, royalty, exploration, or mining operations, or should fail to render any reports due to be transmitted to or justifiably requested by the Lessor; or if the Lessee should fail to perform any of the operational obligations specified herein, or should refuse the proper authority access to the property, the mine, or the records pertaining thereto; or if any of the material terms of this Lease are violated by the Lessee, this Lease shall be subject to forfeiture by the Lessor by an order entered upon the minutes of the Board of Regents of The University of Texas System.

reciting the facts constituting the default and declaring the forfeiture. Upon application made by Lessee within thirty (30) days after declaration of forfeiture and proper showing by Lessee, this Lease may, at the discretion of the Lessor, and upon such terms as it may prescribe, be reinstated. In case of violations by the Lessee of the provisions of this Lease, the remedy by forfeiture shall not be the exclusive remedy, but a suit for damages or specific performance, or both, may be filed by the Lessor through the Attorney General of the State of Texas.

12. The Lessor shall have a first lien upon all ores and minerals produced from the premises and upon all machinery, equipment and appliances, telephone lines, power transmission lines, or other property situated on the premises, owned by the Lessee and used in the production and handling of ores and minerals produced therefrom, to secure any amount due from the Lessee herein and to secure performance of any of the provisions contained in this Lease.

13. If this Lease shall be forfeited or terminated for any cause, the Lessee shall not, in any event, remove any part of the ores, minerals, material, equipment, appliances, or property owned by the Lessee and used by him in operations under this Lease, without the written consent of Lessor.

14. Assignment of this Lease, in whole or in part, may be made only with the approval of the Lessor. Approval by Lessor may not be withheld without due and just cause.

15. Lessee agrees to record this Lease, at his own cost and expense, in the county or counties in which the leased premises are located, promptly (not more than sixty (60) days) after receipt thereof from the Lessor and to notify Lessor, by affidavit, of such recording within fifteen (15) days thereafter.

16. Any assignment of this Lease, if approved by the Lessor, shall be filed for record in the county or counties in which said leased premises are located, within sixty (60) days after receipt of approval by the Lessor; and two (2) certified copies of such recorded assignment shall be filed with the Lessor, at Austin, Texas, within sixty (60) days after such recording, accompanied by a THREE DOLLAR (\$3.00) filing fee, and an assignment fee of ONE HUNDRED DOLLARS (\$100.00).

17. Lessee may, at any time during the term hereof, relinquish all or part of the leased premises by recording an instrument or instruments of relinquishment in the county or counties in which the land may be situated; and two (2) certified copies of such relinquishment shall be filed with Lessor at Austin, Texas, accompanied by a \_\_\_\_\_ DOLLAR (\$) filing fee. Any such relinquishment shall relieve Lessee of all future obligations with respect to the released land, but shall not relieve the Lessee of any past due obligations theretofore accrued thereon, nor impair the Lessor's lien herein provided for.

18. The covenants, conditions, and agreements contained herein shall extend to and be binding upon the heirs, executors, administrators, successors, or assigns of the parties herein.

IN WITNESS WHEREOF, the parties have executed this instrument in quintuplicate originals, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

ATTEST:

THE BOARD OF REGENTS OF  
THE UNIVERSITY OF TEXAS SYSTEM

\_\_\_\_\_  
Betty Anne Theoford,  
Secretary

By: \_\_\_\_\_  
JAMES T. FITZPATRICK  
Vice Chancellor for Lands  
Management

LESSOR

\_\_\_\_\_  
LESSEE

Approved as to Content:

Approved as to Form:

\_\_\_\_\_  
JAMES B. ZIMMERMAN  
Manager of University Lands -  
Oil, Gas and Mineral Interests

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

THE STATE OF TEXAS X  
COUNTY OF TRAVIS X

BEFORE ME, the undersigned authority, on this day personally appeared JAMES T. FITZPATRICK, Vice Chancellor for Lands Management known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the \_\_\_\_\_ day of \_\_\_\_\_, A. D., 19 \_\_\_\_\_.

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

THE STATE OF TEXAS X  
COUNTY OF \_\_\_\_\_ X

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the \_\_\_\_\_ day of \_\_\_\_\_, A. D., 19 \_\_\_\_\_.

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

3. Permanent University Fund: Potable Municipal Water Prospecting Permit to Upton County Water District, Upton County, Texas, Covering Block 13, University Lands, Crockett County, Texas. -- Without objection, approval was given to grant to Upton County Water District, a conservation district, Upton County, Texas, a Potable Municipal Water Prospecting Permit covering Block 13, University Lands, Crockett County, Texas. The principal terms of the agreement are:

- a. The water prospecting permit covers 5,816 acres for a total consideration of \$1,454.00, or \$0.25 per acre, and allows the Permittee to prospect for potable water for a period of one year.
- b. The Permittee, under the agreement, is not allowed to interfere with University's oil and gas lessees or its surface lessee.

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- c. In the event potable water is found during the term of the agreement, then Permittee has six (6) months in which to negotiate a water contract, said contract being negotiated between the Board of Regents and the Upton County Water District under lease terms and regulations governed by University policy.
- d. The Permittee, in conducting its operations on the lands in Crockett County, will pay surface damages to the University in accordance with the Damage Schedule for University Lands adopted June 1, 1979, to be effective August 1, 1979, and reflected in the Permanent Minutes, Volume XXVI, Pages 3379-3382.

## II. TRUST AND SPECIAL FUNDS

### A. GIFTS, BEQUESTS AND ESTATES

1. U. T. Austin: Establishment of E. C. H. Bantel Professorship for Professional Practice in College of Engineering with Funds from "Industrial Associates" and Explanation of Industrial Associates Program. -- Without objection, the E. C. H. Bantel Professorship for Professional Practice was established in the College of Engineering at The University of Texas at Austin in honor of the late E. C. H. Bantel. The \$100,000 to endow this professorship will come from funds paid by members of the Industrial Associates\* of the College of Engineering. This professorship will be awarded annually unless otherwise ordered. - 1000  
bjs

Dr. Bantel, a faculty member of the College of Engineering at U. T. Austin for 53 years, served in capacities ranging from Instructor to Professor and Assistant Dean. He was a member of the Athletics Council for 17 years and held the position of Chairman for 13 of those years.

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\*The group known as Industrial Associates of the College of Engineering, like those of the Marine Science Institute, has never been reported to the Board of Regents but has been operating over the years. The following brief report outlining the program of this group is reported for the record:

The Industrial Associates Program operates in the Engineering Foundation as one of the mechanisms whereby industrial support is regularly provided to the Foundation to help in strengthening the programs in the College of Engineering. The Engineering Foundation was approved by the Board of Regents on March 11, 1955.

The purpose of the Industrial Associates Program is to encourage cooperative efforts between the industrial and academic communities relating to problems in advancing technology. Members of the Industrial Associates annually contribute at least \$10,000. At the moment there are twenty-four individual companies participating as members of Industrial Associates. Member companies receive regular mailings relating to research and education activities in the College of Engineering. The program has been of enormous value to the College of Engineering.

2. U. T. Austin: Establishment of E. Gus Fruh Fellowship Fund in College of Engineering. --Without objection and upon the recommendation of President Flawn and Chancellor Walker, the E. Gus Fruh Fellowship Fund was established in the College of Engineering at The University of Texas at Austin in honor of the late Dr. Fruh. Dr. Fruh's widow, friends and former students had contributed \$10,000 to the Engineering Foundation Fellowship account (quarterly gift report) to endow this fellowship for graduate students enrolled in the Environmental Health Engineering program.

*Mr. E. Fruh  
Fruh's widow*

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Dr. Fruh joined the Engineering faculty at U. T. Austin in 1965 as a Professor of Civil Engineering. He was recognized as an international leader in the fields of water resources, water quality management and coastal zone management.

3. U. T. Austin: Acceptance of Gift from H. B. "Hank" Harkins, Alice, Texas, and Establishment of H. B. (Burt) Harkins, Jr. Professorship in Petroleum Engineering in the College of Engineering. --System Administration reported that H. B. "Hank" Harkins of Alice, Texas, had made a gift of \$50,000 in honor of his son, H. B. (Burt) Harkins, Jr. The Land and Investment Committee accepted this gift with sincere appreciation and ordered established the H. B. (Burt) Harkins, Jr. Professorship in Petroleum Engineering in the College of Engineering at The University of Texas at Austin. The additional money to fund this professorship will come from the Engineering Foundation: (a) \$10,000 from various donors and (b) \$40,000 from pledges that the Engineering Foundation has agreed to underwrite.

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Mr. H. B. "Hank" Harkins, a 1942 graduate of U. T. Austin, is a life member of the Ex-Students' Association and a member of the College of Business Administration Foundation Advisory Council. Mr. Harkins' son, H. Burton Harkins, Jr., is a recent graduate of U. T. Austin, College of Engineering.

4. U. T. Austin: Dissolution of Kappa Epsilon Scholarship Fund and Transfer of Funds to Pharmaceutical Foundation to Endow a Room in New Pharmacy Building. --At the request of the Kappa Epsilon Fraternity, the Kappa Epsilon Scholarship Fund endowment account at The University of Texas at Austin was dissolved, and the accumulated funds in the account, \$1,201.79, were authorized transferred to the Pharmaceutical Foundation to be used to endow a room in the new Pharmacy Building at U. T. Austin.

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5. U. T. Austin: Establishment of Lorene L. Rogers Endowed Presidential Scholarship. --The Land and Investment Committee embraced the recommendation of President Flawn and Chancellor Walker to establish the Lorene L. Rogers Endowed Presidential Scholarship at The University of Texas at Austin in honor of Dr. Lorene L. Rogers, former President of U. T. Austin. Members of the U. T. Austin Development Board had contributed \$25,000 to establish this fund in appreciation of Dr. Rogers' service as President.

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Dr. Rogers was the first woman to hold the position of president of a major university in the United States. She joined the University in 1949 and taught chemistry and nutrition. Since 1957 she has held several distinguished administrative positions at U. T. Austin.

6. U. T. Austin: Acceptance of Benefits Under Will of Bettie Margaret Smith for the College of Engineering and Authorization for Dean Earnest Gloyna to Serve as Executor as Prescribed by the Will. -- Without objection, benefits with an estimated value in excess of \$600,000 were gratefully accepted for the College of Engineering at The University of Texas at Austin under the terms of the Will of Bettie Margaret Smith, (H+H) and Dean Earnest F. Gloyna of the College of Engineering was granted permission to serve as executor of the estate as prescribed in the Will. Bettie Margaret Smith of Lohn, Texas, died on September 5, 1979, leaving a Will directing the following:

"And I, Bettie Margaret Smith, do give, devise and bequeath to the College of Engineering, University of Texas at Austin, Austin, Texas, all of my property and estate of every nature and description, real, personal and mixed, separate or community, and wherever situated, in fee simple.

"And I, Bettie Margaret Smith, do constitute and appoint the then Acting Dean of the College of Engineering at the University of Texas, at Austin, Texas, to be the Independent Executor of this my Last Will and Testament, and I direct that no bond shall ever be required of him as such, and that no action be taken in any court with respect to my estate, except to probate this will and file an Inventory, Appraisal and List of Claims, as required by law. My said Independent Executor shall have full power of sale with respect to all or any of the property of my estate, and is given every authority and power with respect thereto that I would have if personally living and acting."

A final report accompanied by a recommendation for use of the bequest will be made to the Board of Regents when the administration of the estate is completed.

7. U. T. Austin: Acceptance of Gift from Jayne Turbeville Harkins (Mrs. H. B. "Hank" Harkins) and Establishment of Louis Richard Turbeville, M.D., Endowed Presidential Scholarship in the Graduate School of Business. -- Gratefully, a gift of \$25,000 was accepted from Jayne Turbeville Harkins (Mrs. H. B. "Hank" Harkins), and the Louis Richard Turbeville, M.D., Endowed Presidential Scholarship in the Graduate School of Business was established at The University of Texas at Austin in honor of Mrs. Harkins' late husband, Dr. Turbeville. Income from this fund will be used to award scholarships to students working toward a Master of Business Administration degree in the Graduate School of Business.

An appropriate recognition of this gift will be provided by U. T. Austin.

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8. U. T. Austin (Department of Astronomy): Acceptance of Pledge of Gifts from Mr. Curtis Vaughan, Jr., San Antonio, Texas, and Establishment of Curtis Vaughan, Jr., Fund for Astronomy. --With appreciation, a pledge of gifts was accepted from Mr. Curtis Vaughan, Jr., of San Antonio, Texas, and the Curtis Vaughan, Jr., Fund for Astronomy was established at The University of Texas at Austin. Until such time as this fund reaches the level required for a Chair, the income therefrom will be used at the discretion of the Director of McDonald Observatory for purposes of postdoctoral fellowships, specific instrument additions, and seed money for research programs.

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Mr. Vaughan, Chairman and Chief Executive Officer of Vaughan and Sons, Inc., a distributor of lumber and related building materials in the San Antonio area, is the current Chairman of the McDonald Observatory Advisory Council.

9. U. T. Austin: Acceptance of Terms and Benefits as the Remainderman Beneficiary Under Proposed Unitrust to Be Established by Mr. Joseph H. Wofford, Houston, Texas. -- System Administration reported that Mr. Joseph H. Wofford, Houston, Texas, an entrepreneur, proposes to establish a unitrust for the use and benefit of The University of Texas at Austin. This unitrust would hold title to a mobile radio communications company valued at \$600,000, and Mr. Wofford proposes to appoint a bank as trustee until the company is sold. The unitrust agreement would provide for the resignation of the bank as trustee after the end of the fiscal year in which the company was sold and the appointment of the Board of Regents as successor trustee. The proposed unitrust would provide payment of 9% of the annual fair market value if earned to Mr. Wofford during his lifetime. Upon death of the donor, the balance of the unitrust would be used to establish the James A. Wofford, Sr., Endowed Fund with income to be used for general purposes at The University of Texas at Austin.

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The gift is conditional upon acceptance by the Board of Regents of the unitrust terms and an agreement to grant Joe Limerick and Associates, Inc., of Jacksonville, Florida, an exclusive contract to sell the mobile radio communications company for a commission of 10% of the sales price.

System Administration advised that the Capital National Bank of Austin, Texas, had agreed to serve as interim trustee under the terms of the proposed unitrust agreement.

Following this report and a discussion, the terms and benefits accruing to The University of Texas at Austin as the remainderman beneficiary under the terms of the proposed unitrust to be established by Mr. Joseph H. Wofford, Houston, Texas, were accepted with sincere gratitude and without objection.

- 10. U. T. Dallas: Acceptance of Bequest from Estate of Scotta Goodwin Obenchain and Establishment of the Scotta Goodwin and Thomas H. Obenchain Fund for the Callier Center for Communication Disorders (NO PUBLICITY). -- A \$500,000 bequest was gratefully accepted from the Estate of Scotta Goodwin Obenchain, and the Scotta Goodwin and Thomas H. Obenchain Fund for the Callier Center for Communication Disorders was established at The University of Texas at Dallas. These funds will be used in support of the overall operation of the Callier Center including research into the problems and remedies of communication disorders and related disabilities.

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An appropriate recognition of this gift will be provided by U. T. Dallas.

- 11. Dallas Health Science Center (Dallas Southwestern Medical School): Acceptance of Bequest Under Terms of Will of Alice B. Zigenbein and Establishment of Henry Zigenbein Memorial Fund. -- Gratefully and without objection, the bequest under the terms of the Will of Alice B. Zigenbein of 10% of her remainder estate was accepted, and the Henry Zigenbein Memorial Fund was established at the Dallas Southwestern Medical School of The University of Texas Health Science Center at Dallas. An initial distribution of \$42,071 had been received which represents approximately 95% of the amount due to the Medical School. A final report will be submitted to the Board of Regents upon receipt of the final distribution.

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Income from this fund and principal, if necessary, will be used for research in the field of understanding and modification of the obsessive compulsive neurosis of individuals or in some other area of psychology which may be determined by the faculty and administration of the Dallas Southwestern Medical School.

- 12. University Cancer Center (M. D. Anderson): Report on Receipt of Final Estate Distribution Under Terms of Will of Doris Sarah Nelson and Authorization to Use Funds for Current Research Projects. -- The following report was received from System Administration with respect to the final distribution of the Estate of Doris Sarah Nelson:

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M. D. Anderson Hospital, The University of Texas System Cancer Center has received the first and final distribution in the amount of \$26,917.30 from the Estate of Doris Sarah Nelson under the terms of her will which was accepted by the Board of Regents on December 8, 1972.

An account entitled "Doris Sarah Nelson Estate for Cancer Research" has been established on the books of M. D. Anderson to account for the funds pending approval for recommended use.

Upon the recommendation of President LeMaistre and Chancellor Walker and without objection, approval was given for the funds from the distribution of the Estate of Doris Sarah Nelson to be used for current research projects as provided under the terms of her Will which states that:

"All the principal of my Trust Estate and all accrued and accumulated but undistributed income then in the hands of my Trustee, shall be distributed to the M. D. Anderson Hospital and Tumor Institute, of Houston, Texas, same to be used for cancer research."

## B. REAL ESTATE MATTERS

1. U. T. System - Hogg Foundation - Will C. Hogg Memorial Fund and Thomas E. Hogg Fund (Formerly Life Estate of Mrs. Margaret Wells Markus): Authorization to Join with Alice Cynthia Simkins (Heir of Mrs. Alice Nicholson Hanszen) and the Ima Hogg Foundation in Oil and Gas Lease to Geophysical Exploration Company on Interest in 200 Acres Out of Stephen F. Austin Survey No. 2, Wharton County, Texas. -- Approval was given to join with Alice Cynthia Simkins (heir of Mrs. Alice Nicholson Hanszen) and the Ima Hogg Foundation in oil and gas lease to Geophysical Exploration Company covering 200 acres out of the Stephen F. Austin Survey No. 2, Wharton County, Texas, situated on the flank of the Boling Salt Dome. The Will C. Hogg Memorial Fund and the Thomas E. Hogg Fund (formerly life estate of Mrs. Margaret Wells Markus) - U. T. System - Hogg Foundation - respectively own undivided 6.25% and 4.69% mineral interests in this tract. The lease provides for a 1/5 royalty and a term of 9 months. If the drilling of a well is not commenced within the 9-month term, the Will C. Hogg Fund will receive \$125.00 and the Thomas E. Hogg Fund, \$93.75, as liquidated damages.
2. U. T. Austin - Archer M. Huntington Museum Fund: Oil and Gas Lease to Mr. Edward Mike Davis, Houston, Texas, on Land in H. B. Littlefield Survey, A-143, Galveston County, Texas. -- An offer by Mr. Edward Mike Davis for an oil and gas lease on the following three small tracts totaling 15.156 acres out of the H. B. Littlefield Survey, A-143, Galveston County, Texas - Archer M. Huntington Museum Fund properties, The University of Texas at Austin - was accepted without objection:

### Tract No. 1:

That certain 0.326 acre tract, being the same tract conveyed to the Board of Regents of The University of Texas from the Texas City Terminal Railway Company in that exchange deed of properties dated November 1, 1966, and recorded on November 7, 1966, at Book 1821, Page 157, of the Deed Records of Galveston County, Texas.

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Tract No. 2:

That certain 5.93 acre tract, said land being described in a deed from The University of Texas Board of Regents to Union Carbide Corporation, dated April 19, 1966, and recorded in Book 1779, Page 272, of the Deed Records of Galveston County, Texas.

Tract No. 3:

That certain 8.9 acre tract, being the same land described as second tract in Right-of-Way Deed dated March 27, 1941, executed by The University of Texas Board of Regents, Grantor, to the County of Galveston, Grantee, and being recorded in Book 629, Page 234, of the Deed Records of Galveston County, Texas.

The lease will provide for a bonus of \$75 per acre, 1/4 royalty, \$10 per acre annual delay rental and a three year term.

3. U. T. Austin - Archer M. Huntington Museum Fund: Refund <sup>2400 Acres in Gal. Co. Tx</sup>  
of Partial Purchase Price of Land in S. C. Bundick League,  
Galveston County, Texas, to Malone Service Company, Texas  
City, Texas. Due to Error in Survey. -- System Administration reported that with respect to the sale of approximately 97 acres adjacent to Swan Lake in S. C. Bundick League, Galveston County, Texas (Archer M. Huntington Museum Fund property - The University of Texas at Austin) to Malone Service Company, Texas City, Texas, it had been discovered subsequent to the closing of the transaction that the surveyor had made an error which caused approximately five acres of under water land to be included in the sale. The sale to Malone Service Company was for \$4,000 per acre subject to the Company getting environmental clearance and was approved by the Board of Regents on April 15, 1977 (Permanent Minutes, Volume XXIV, Page 2751). System Administration advised that the surveyor had offered to provide a corrected survey free of charge.
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Following a brief discussion, authority was given to reimburse Malone Service Company an amount equal to \$4,000 multiplied by the number of acres actually found to be under water in this tract subject to Malone Service Company delivering to the Board of Regents a deed to the acreage under water.

4. U. T. Austin - Walter Prescott Webb Chair in History: ✓  
Renewal of Lease to Mr. Olen Cothron d/b/a Cothron's Key  
Center Covering Location in Northfair Shopping Center,  
Austin, Texas. -- Without objection, the lease to Mr. Olen Cothron d/b/a Cothron's Key Center covering a location in the Northfair Shopping Center in Austin, Texas, was renewed for a period of two years ending August 31, 1981, at a monthly rental of \$230. (Previous lease approved September 1977, Permanent Minutes, Volume XXV, Page 38.)
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5. U. T. El Paso - Frank B. Cotton Estate: Authorization to  
Advertise for Sealed Bids for Oil and Gas Leases on Approx-  
imately 24,000 Acres in Hudspeth County, Texas. -- At the July 1979 meeting of the Board of Regents, authorization was granted to advertise for sealed bids for the sale of oil and gas leases on approximately 24,000 acres in Hudspeth County, Texas (being all of the land in Hudspeth County held
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by the Board of Regents in the Frank B. Cotton Estate for The University of Texas at El Paso) under terms not less favorable than those set by Land Commissioner Armstrong for Hudspeth County acreage included in the Sale of Public Lands set for October 2, 1979; in no event was the royalty on this land to be less than  $1/5$ .

System Administration reported that the School Land Board had originally planned to offer over 150,000 acres in Hudspeth County at its October 2, 1979 sale upon the following terms:  $1/4$  royalty, three year term, \$5 per acre annual delay rental and \$10 per acre minimum bonus. After these terms had been set, the companies which had nominated the tracts asked that their nominations be withdrawn. Consequently, the School Land Board did not offer any of its Hudspeth County land at the October 2 sale.

Following this report, the Land and Investment Committee without objection granted authority to advertise for sealed bids for oil and gas leases on a tract of approximately 24,000 acres in Hudspeth County, Texas, out of the Frank B. Cotton Estate, The University of Texas at El Paso under the following terms:

Leases will be offered on one section blocks with a  $1/5$  royalty, three\* year term and \$5 per acre annual delay rental. Bidding will be on a cash bonus with a minimum bid of \$10 per acre. Bids received will be submitted to the Board of Regents for consideration at a subsequent meeting.

6. U. T. El Paso - Josephine Clardy Fox Fund: Renewal of Lease to Allright Auto Parks, Inc., El Paso, Texas - 418 East Overland Street, El Paso, Texas. -- Without objection, approval was given to renew the ground lease to Allright Auto Parks, Inc., El Paso, Texas, covering approximately 9,500 square feet at 418 East Overland Street in El Paso, Texas (Josephine Clardy Fox Fund property, The University of Texas at El Paso). The renewal lease will be for a term of 5 years commencing December 1, 1979: the monthly rental will be \$1,625 for the first two years and \$1,725 for the last three years. Lessor will have the right to terminate the lease on 60 days' notice in the event of sale.

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- Sealed Bid Sale*
7. University Cancer Center (M. D. Anderson) - Bud Johnson Estate for General Purposes: Acceptance of High Bid of Mr. James A. Draw of Raymondville, Texas, on 417.04 Acres in Bastrop County, Texas (Bud Johnson Ranch): No Commission to Be Paid to Real Estate Broker. -- Upon the recommendation of Chancellor Walker and Executive Director Lobb, the high bid from the sealed bid sale authorized at the July 1979 meeting on acreage in Bastrop County, Texas, out of the Bud Johnson Estate for General Purposes

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\*Prior to consideration of this item, and at the request of System Administration, the term for the proposed leases was changed from five years to three years.

(The University of Texas System Cancer Center - M. D. Anderson) was accepted, and the 417.04 acres (Bud Johnson Ranch) was sold to Mr. James A. Drawe of Raymondville, Texas, for \$315,000.

System Administration reported details with respect to the receipt of this bid, and said that Mr. Loy Duddlesten, a Real Estate Broker, had indicated that he was entitled to a commission for this sale due to a verbal understanding with Dr. R. Lee Clark. The Administration's recommendation that a commission not be paid to Mr. Duddlesten was approved without objection.

#### I. OTHER MATTERS

##### Report on Securities Transactions for Permanent University Fund and Trust and Special Funds for Months of June and July 1979.

The Report of Securities Transactions submitted by the Executive Director of Investments and Trusts was mailed to each Regent by Secretary Thedford on September 11, 1979. No comments were received, and the report will be incorporated in the minutes in the form submitted. (It will be Attachment No. 2 following Page HT-7 of Attachment No. 1.)

FILE NO. 1000  
DOCUMENT \_\_\_\_\_  
REMARKS \_\_\_\_\_

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

*Clipping*  
Regent Fly, Vice-Chairman of the Board for Lease of University Lands, reported that the Board for Lease of University Lands met on September 4, 1979, in Austin to consider routine business matters. He reported that Mr. James B. Zimmerman, Manager of University Lands - Oil Gas and Mineral Interests, had resigned effective September 1, 1979, and that Mr. Laddie F. Long, Supervising Geologist, was named Acting Manager. Regent Fly expressed appreciation for Mr. Zimmerman's long, productive and very loyal service. In this report, Regent Fly did indicate that there were no immediate plans for an oil and gas lease sale.

FILE NO. E  
DOCUMENT \_\_\_\_\_  
REMARKS \_\_\_\_\_

COMMITTEE OF THE WHOLE  
(Pages 132 - 155)

Chairman Williams filed the following report of the meeting of the Committee of the Whole which was conducted in open session. The report was adopted without objection:

BOARD OF REGENTS - REGENTS' RULES AND REGULATIONS, PART ONE: AMENDMENTS AND EDITORIAL CHANGES TO CHAPTER VII, SECTION 3 (FOUNDATIONS) AND CHAPTER VIII, SECTION 4 (INSTITUTIONS AND ENTITIES COMPOSING THE SYSTEM). --Contingent upon approval of the Tyler Educational Foundation, Inc., as an external foundation (Page 136 ), authorization was given to amend the Regents' Rules and Regulations, Part One, Chapter VII, Section 3, Subsection 3.23 by listing under "Foundations," the Tyler Educational Foundation, Inc.

Further, it was noted that the Secretary would make the following editorial changes in the Regents' Rules and Regulations, Part One:

1. Chapter VII, Section 3, Subsection 3.17 - The "Graduate School Foundation 1976" will be added in the appropriate place in the listing of foundations and dates established.
2. Chapter VIII, Section 4, Subsection 4.45 - "The University of Texas at Austin School of Communication" will be changed to read "The University of Texas at Austin College of Communication."
3. Chapter VIII, Section 4, Subsection 4.9 - "The University of Texas at Tyler U. T. Tyler" will be added to the list of names of institutions and their "short titles" as Subsection 4.9 and the present Subsection 4.9 and all subsequent subsections (and their subparagraphs) under Section 4 will be appropriately renumbered.

FILE NO. B  
DOCUMENT ---  
REMARKS ---

BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM, THE UNIVERSITY OF TEXAS AT AUSTIN GENERAL FEE REVENUE BONDS, SERIES 1979, IN THE APPROXIMATE AMOUNT OF \$6,000,000:  
AUTHORIZATION TO ISSUE AND TO ADVERTISE FOR BIDS FOR SALE;  
ESTABLISHMENT OF ACCOUNT FOR MISCELLANEOUS EXPENSES;  
AND APPOINTMENT OF McCALL, PARKHURST & HORTON, DALLAS, TEXAS, BOND COUNSEL, AND RUSS SECURITIES CORP., SAN ANTONIO, TEXAS, BOND CONSULTANT. --Upon motion made and seconded, authorization was given:

1. To issue Board of Regents of The University of Texas System, The University of Texas at Austin General Fee Revenue Bonds, Series 1979, in the approximate amount of \$6,000,000 (exact amount to be determined after final Fall enrollment figures are available) for the purpose of construction of educational facilities at U. T. Austin

FILE NO. 1000  
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REMARKS ---

2. To advertise for bids to be submitted to the Board of Regents at a subsequent meeting
  - a. for the sale of the bonds
  - b. for the paying agency
  - c. for printing the bonds
3. To establish an account in the approximate amount of \$35,000 out of bond proceeds to pay fees of the Bond Counsel, Bond Consultant, printing of the bonds and other miscellaneous costs

The firm of McCall, Parkhurst & Horton, Dallas, Texas, was named Bond Counsel and the firm of Russ Securities Corp., San Antonio, Texas, was named Bond Consultant.

*Bank Depository Agreements*  
U. T. SYSTEM: AMENDMENT TO ROSTER OF DEPOSITORY BANKS BY ADDING THE UNIVERSITY STATE BANK, AUSTIN, TEXAS. --The recommendation of Chancellor Walker to amend the roster of depository banks of The University of Texas System by adding the University State Bank, Austin, Texas, was approved subject to the bank being willing to execute the standard depository agreement previously adopted by the Board of Regents.

FILE NO. CE  
 DOCUMENT ✓  
 REMARKS —

U. T. ARLINGTON - REAL ESTATE CENTER: ACCEPTANCE OF ANNUAL GIFT FOR FIVE YEAR PERIOD FROM DAN GOULD CO., INC., ARLINGTON, TEXAS, AND AUTHORIZATION TO NAME CENTER THE "DAN GOULD, SR., CENTER FOR REAL ESTATE AND URBAN DEVELOPMENT" CONTINGENT UPON CONTINUED RECEIPT OF GIFTS AFTER FIVE YEAR PERIOD AND THE CONTINUED EXISTENCE OF THE CENTER FOR REAL ESTATE. --With sincere appreciation, an annual gift of \$12,500 for the next five years was accepted from the Dan Gould Co., Inc., Arlington, Texas, and authorization was given to name the Real Estate Center at The University of Texas at Arlington the "Dan Gould, Sr., Center for Real Estate and Urban Development." The naming of this center is contingent upon the continued receipt of gifts after the five year period and the continued existence of the Center for Real Estate. The annual \$12,500 gifts will be expended to promote research and education in real estate including the solicitation of grants from government and private organizations and holding seminars for both industry specialists and the general public.

FILE NO. 10, 843  
 DOCUMENT —  
 REMARKS —

U. T. ARLINGTON - STADIUM (MULTIPURPOSE ATHLETIC FACILITY): NAMED MAVERICK STADIUM. --Approval was given to the recommendation of President Nedderman and Chancellor Walker to name the Stadium (Multipurpose Athletic Facility) at The University of Texas at Arlington Maverick Stadium. (Page 55)

FILE NO. 200  
 DOCUMENT —  
 REMARKS —

U. T. AUSTIN (TEXAS MEMORIAL MUSEUM): ACCEPTANCE OF BEQUEST OF ANTIQUE FIREARMS COLLECTION UNDER WILL OF EDWIN HAMPTON GLAESER - DESIGNATED "THE EDWIN HAMPTON GLAESER ANTIQUE FIREARMS COLLECTION" - AND APPROVAL OF ACCEPTANCE AGREEMENT THEREFOR. --Gratefully, a bequest of a collection of antique firearms was accepted under the terms of the Will of Edwin Hampton Glaeser for the Texas Memorial Museum of The University of Texas at Austin. Intrinsic value of the firearms collection is between \$500,000 and \$800,000. The Texas Memorial Museum was designated the primary recipient of this large and important collection.

An acceptance agreement with respect to the collection was approved, and Chairman Williams was authorized to execute same. The agreement includes the following terms:

- "(1) Said collection shall be designated as THE EDWIN HAMPTON GLAESER ANTIQUE FIREARMS COLLECTION.
- "(2) Such collection shall be kept at said TEXAS MEMORIAL MUSEUM -- THE UNIVERSITY OF TEXAS AT AUSTIN and shall not be dispersed, but such collection or parts thereof may be exhibited on temporary loan in such manner as GRANTEE may authorize. It is recognized that the value of such collection is for research as well as for public display, and such parts of such collection as may not be on public display shall at all times be made available for research purposes in such manner as GRANTEE may authorize.
- "(3) In fulfillment of the terms of the will (sic) of Edwin Hampton Glaeser, it is expressly stipulated that such collection shall at no time be permanently placed in storage away from public view and enjoyment. However, it is further stipulated that it is not required that the entire collection be on exhibit or public view at all times and GRANTEE may exhibit such part or parts of such collection as GRANTEE may see fit at various times, so long as a major portion of such collection (not including the modern automatic or semi-automatic arms) is on exhibit or public view at all times and the rest of such collection as may then be suitable is available for research use as specified above.
- "(4) Such display or availability of the modern automatic or semi-automatic arms of said collection shall be at the sole discretion of GRANTEE, and GRANTEE may at its discretion decline to place same on public exhibit."

FILE NO. 4443  
DOCUMENT  
REMARKS

*Structural Testing Area*

U. T. AUSTIN (BALCONES RESEARCH CENTER) - CIVIL ENGINEERING STRUCTURES RESEARCH LABORATORIES NAMED "PHIL M. FERGUSON STRUCTURAL ENGINEERING LABORATORY" (EXCEPTION TO REGENTS' RULES AND REGULATIONS, PART ONE, CHAPTER VIII, SECTION 1). --

As a salute to the distinguished career of Professor Emeritus Phil M. Ferguson at The University of Texas at Austin in the Department of Civil Engineering, an exception was made to the Regents' Rules and Regulations, Part One, Chapter VIII, Section 1; and the Civil Engineering Structures Research Laboratories at the Balcones Research Center of The University of Texas at Austin was named the "Phil M. Ferguson Structural Engineering Laboratory" in honor of Professor Emeritus Ferguson.

FILE NO. 200  
DOCUMENT      
REMARKS    

U. T. AUSTIN: AUTHORIZATION FOR ROSS L. SHIPMAN, ASSOCIATE DIRECTOR OF THE MARINE SCIENCE INSTITUTE, TO SERVE AS A MEMBER OF THE TEXAS COASTAL AND MARINE COUNCIL [REGENTS' RULES AND REGULATIONS, PART ONE, CHAPTER III, SECTIONS 13. (10) AND 13. (11) (OUTSIDE EMPLOYMENT)]. -- System Administration reported that Mr. Ross L. Shipman, Associate Director of the Marine Science Institute at The University of Texas at Austin, had been appointed by Speaker Bill Clayton to serve as a member of the Texas Coastal and Marine Council. Without objection, approval was given for Mr. Shipman to serve on this Council. The Council will meet no more than six days per year, and Mr. Shipman will be eligible to receive \$50 per day plus reimbursement for actual expenses according to state regulations.

FILE NO. B  
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REMARKS    

This appointment is of benefit and interest to the University and to the State of Texas and creates no conflict with Mr. Shipman's position with the Marine Science Institute. It is in accordance with approval requirements for positions of honor, trust, or profit provided in Article 6252-9a of Vernon's Civil Statutes and Part One, Chapter III, Sections 13. (10) and 13. (11) of the Regents' Rules and Regulations.

U. T. AUSTIN - ACADEMIC COMPUTER DEVELOPMENT - TEN-YEAR PLAN: APPROPRIATION FOR PHASE 2. -- Upon recommendation of President Flawn and Chancellor Walker, \$2,000,000 was appropriated from the Available University Fund for Phase 2 of the Ten-Year Plan for Academic Computer Development at The University of Texas at Austin. This is in addition to the \$1,000,000 for Computer Development that is in the Available University Fund Budget for 1979-80, making a total of \$3,000,000 for this purpose. Phase 2 includes installation of an IBM compatible system, upgrade of mid-scale time-sharing system, and development of several small systems dedicated to specialized research and/or instruction.

FILE NO. 11  
DOCUMENT      
REMARKS    

(1) GALVESTON MEDICAL BRANCH - RENOVATION AND ADDITION TO GRAVES HOSPITAL: ACCEPTANCE OF GRANT FROM THE MOODY FOUNDATION FOR PARTIAL PAYMENT OF CONSTRUCTION COSTS FOR FIFTH FLOOR (13,000 SQUARE FEET). -- With sincere appreciation, a grant in the amount of \$500,000 was accepted from The Moody Foundation to be used in partial payment of the construction costs of a fifth floor (13,000 square feet) for the Graves Hospital at The University of Texas Medical Branch at Galveston. The addition of this fifth floor was authorized at the August 3-4, 1978 meeting of the Board of Regents (Renovation and Addition to Graves Hospital - Permanent Minutes, Volume XXV, Page 3853) subject to the availability of funds. With this grant from The Moody Foundation, the additional floor will be included in the plans for the facility.

FILE NO. 200  
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REMARKS

GALVESTON MEDICAL BRANCH - GEORGE SEALY HOME (FORMERLY REFERRED TO AS "SEALY HOME"): ACCEPTANCE OF \$100,000 GRANT FROM THE SEALY & SMITH FOUNDATION FOR RESTORATION AND MAINTENANCE. --With gratitude, a grant in the amount of \$100,000 was accepted from The Sealy & Smith Foundation for The John Sealy Hospital to be used for restoration and maintenance of the George Sealy Home (formerly referred to as the "Sealy Home"). This home is located at 25th Street and Broadway in Galveston, Texas, and was officially accepted by the Board of Regents for The University of Texas Medical Branch at Galveston on October 31, 1969, Permanent Minutes, Volume XVII, Page 541. This grant is to be expended for current repairs. (See Item 23, Page 67.)

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419  
FILE NO. 200  
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REMARKS    

### DEVELOPMENT MATTERS

U. T. AUSTIN: NOMINEE FOR MEMBERSHIP ON DEVELOPMENT BOARD. --A nominee for membership on The University of Texas at Austin Development Board for a term ending in 1982 was approved without objection as proposed by President Flawn and Chancellor Walker. The nominee's name will be reported for the record after he has been contacted and his acceptance has been received.

FILE NO. 11  
DOCUMENT      
REMARKS    

U. T. AUSTIN: NOMINEE FOR MEMBERSHIP ON COLLEGE OF ENGINEERING FOUNDATION ADVISORY COUNCIL. --Without objection, a nominee was approved for membership on the College of Engineering Foundation Advisory Council at The University of Texas at Austin for a term to expire in 1982. The name of the nominee will be reported for the record when his acceptance is received.

FILE NO. 11  
DOCUMENT      
REMARKS    

U. T. TYLER: APPROVAL OF EXTERNAL FOUNDATION - THE UNIVERSITY OF TEXAS AT TYLER EDUCATIONAL FOUNDATION, INC. --Upon the recommendation of President Stewart and Chancellor Walker and without objection, The University of Texas at Tyler Educational Foundation, Inc., was approved as an external foundation. The Foundation's charter and bylaws have been amended to reflect the association with U. T. Tyler.

FILE NO. 24  
DOCUMENT      
REMARKS    

INSTITUTE OF TEXAN CULTURES: NOMINEES FOR MEMBERSHIP ON DEVELOPMENT BOARD. --Two nominees were approved for membership on The University of Texas Institute of Texan Cultures at San Antonio Development Board for terms expiring in 1981. After they have been notified of their appointments and have accepted, the nominees' names will be reported for the record.

FILE NO. 23  
DOCUMENT      
REMARKS    

HOUSTON HEALTH SCIENCE CENTER: NOMINEE FOR MEMBERSHIP ON DEVELOPMENT BOARD. --A nominee for membership on The University of Texas Health Science Center at Houston Development Board for a term expiring in 1980 was approved without objection. The name of the nominee will be reported for the record after he has been contacted and his acceptance has been received.

FILE NO. 18  
DOCUMENT      
REMARKS

U. T. SYSTEM - REPORT OF MEMBERSHIP OR STATUS OF ORGANIZATION FOR ALL COMPONENT DEVELOPMENT BOARDS AND ADVISORY COUNCILS EFFECTIVE SEPTEMBER 1, 1979:

- (1) U. T. Arlington: Development Board, Graduate School of Social Work, College of Business Administration and School of Nursing Advisory Councils; (Page 137 )
- (2) U. T. Austin: Development Board, School of Architecture Foundation, Arts and Sciences Foundation, College of Business Administration Foundation, College of Communication Foundation, College of Education Foundation, College of Engineering Foundation, College of Fine Arts Foundation, Geology Foundation, Graduate School Foundation, Graduate School of Library Science Foundation, Pharmaceutical Foundation, School of Social Work Foundation, McDonald Observatory, School of Nursing and Marine Science Institute Advisory Councils; (Page 139 )
- (3) U. T. Dallas: Development Board, School of Management and Administration, Callier Center for Communication Disorders, School of General Studies, School of Arts and Humanities and School of Social Sciences Advisory Councils; (Page 146 )
- (4) U. T. El Paso: Development Board; (Page 149 )
- (5) U. T. Permian Basin: Development Board; (Page 150 )
- (6) U. T. San Antonio: Development Board, College of Business Advisory Council; (Page 150 )
- (7) Dallas Health Science Center: Development Board; (Page 151 )
- (8) Galveston Medical Branch: Development Board; (Page 151 )
- (9) Houston Health Science Center: Development Board; (Page 152 )
- (10) San Antonio Health Science Center: Development Board; (Page 153 )
- (11) University Cancer Center: Board of Visitors of University Cancer Foundation; (Page 153 )
- (12) Tyler Health Center: Development Board; (Page 154 )
- (13) Institute of Texan Cultures: Development Board (Page 154 ).--

FILE NO. 10  
DOCUMENT       
REMARKS     

Unless otherwise indicated, membership was authorized for and nominees were designated by unanimous vote to the following development boards and advisory councils on June 1, 1979. The Administration notified the individuals nominated and reported that the following had accepted appointments. The full membership of each organization is set out below with the new appointments indicated by an asterisk and reappointments by double asterisks.

The Regents' Rules and Regulations, Part One, Chapter VII, Subsection 2.31 provides that each development board shall consist of not more than twenty-five appointed members. In those cases where the membership has been increased, the necessary rules were waived.

1. The University of Texas at Arlington

Development Board.--Authorized Membership 25:

	<u>Term Expires</u>	
Mr. Robert Alpert, Dallas	1981	FILE NO. <u>10</u>
*Mr. Lewis Bond, Fort Worth	1982	DOCUMENT <u>    </u>
Dr. Malcolm K. Brachman, Dallas	1981	REMARKS <u>    </u>
*Mr. James T. Brown, Grand Prairie	1982	OCT 12 1979
*Mr. Arthur W. Cruse, Dallas	1982	
Mr. Rawles Fulgham, Dallas	1981	
Mr. Jenkins Garrett, Fort Worth	1981	
Mr. Richard Greene, Arlington	1980	
*Mr. A. R. Hixson, Arlington	1982	
Mr. Burl B. Hulsey, Jr., Dallas	1981	
Mr. Dee J. Kelly, Fort Worth	1981	
*Mr. Robert L. Kirk, Dallas	1982	
Mr. H. R. Poynter, Arlington	1980	
T. L. Shields, M.D., Fort Worth	1981	

Mr. Lee Smith, Dallas	1981
Mr. Marvin Stetler, Arlington	1981
Mr. John T. Stuart, Dallas	1980
Mr. Tom Taylor, Arlington	1980
Mr. Robert Thornton, Jr., Dallas	1980
*Mr. Ernest J. Wilemon, Arlington	1982
Mr. Sam Woodson, Fort Worth	1980
*Mr. Paul E. Yarbrough, Arlington	1982

3 Unfilled Terms (Terms to be determined as filled)

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

	<u>Term Expires</u>	
**R. G. Alexander, D.D.S., Arlington	1982	
Mr. Ron Burrus, Irving	1981	FILE NO. <u>10</u>
*Mr. Howard Chase, Dallas	1982	DOCUMENT <u>    </u>
**Mr. Roy Dulak, Dallas	1982	REMARKS <u>    </u>
Mr. Larry Eason, Fort Worth	1980	
*Mr. Joe Guise, Dallas	1982	
Mr. Pete Hinojosa, Fort Worth	1980	
**Mrs. Tommy G. Mercer, Fort Worth	1982	
**Rabbi Robert Schug, Fort Worth	1982	
Mr. Ralph M. Shannon, Dallas	1981	
**Mrs. Richard Snider, Arlington	1982	
Mr. Robert Standifer, Fort Worth	1981	
Mr. Al Stillman, Dallas	1981	
Mr. Harry Tanner, Dallas	1981	
**Mr. Glenn Wilkins, Fort Worth	1982	
Unfilled Term	1980	
Unfilled Term	1982	

College of Business Administration Advisory Council.  
--Authorized Membership 50:

	<u>Term Expires</u>	
Mr. Richard L. Buerkle, Grand Prairie	1981	
Mr. Albert H. Cloud, Jr., Dallas	1980	
Mr. Charles Ferguson, Dallas	1980	FILE NO. <u>10</u>
Mr. John Ford, Dallas	1981	DOCUMENT <u>    </u>
Mr. Joseph Grant, Fort Worth	1980	REMARKS <u>    </u>
Mr. Don Guth, Garland	1980	
Mr. J. M. Hill, Cleburne	1981	
*Mr. Burvin Hines, Arlington	1982	
Mr. Leonard Huber, Dallas	1980	
Mr. Charles A. James, Dallas	1980	
Mr. John Justin, Fort Worth	1980	
Mr. Herb Leitz, Arlington	1980	
Mr. A. Patrick McEvoy, Dallas	1980	
Mr. W. N. McKinney, Dallas	1981	
Mr. Mike A. Myers, Dallas	1981	
*Mr. Bill Nugent, Fort Worth	1982	
Mr. George B. Phillips, Fort Worth	1981	
*Mr. Howard Putnam, Dallas	1982	
Mr. E. M. Rosenthal, Fort Worth	1980	
Mr. Ed Schollmaier, Fort Worth	1981	

Mr. Carl Sewell, Dallas	1980
Mr. Charles Simmons, Fort Worth	1981
*Mr. Bill Smith, Dallas	1981
Mr. Doyle Smith, Arlington	1980
**Mr. Stephen F. Smith, Dallas	1982
Mr. Liener Temerlin, Dallas	1980
Mr. J. B. Thomas, Fort Worth	1980
**Mr. Merle Volding, Dallas	1982
Mr. Paul E. Yarbrough, Arlington	1981
Unfilled Term	1980

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

	<u>Term Expires</u>
**Mrs. Gordon Appleman, Fort Worth	1982
Frank C. Council, M.D., Arlington	1981
**Mr. R. E. Cox III, Fort Worth	1982
Mr. Dan Dipert, Arlington	1980
Mr. Robert W. Gerrard, Fort Worth	1980
**Mr. Arthur I. Ginsburg, Fort Worth	1982
Reverend R. W. Jablonowski, Jr., Fort Worth	1980
Mrs. Kay Buck McDermott, Fort Worth	1980
**Mr. Rex C. McRae, Arlington	1982
Mrs. J. Clark Nowlin, Fort Worth	1981
Fred Rehfeldt, M.D., Millsap	1981
Mrs. Byron Searcy, Fort Worth	1980
**Mr. Sterling Steves, Fort Worth	1982
Mr. Bill Wagner, Bedford	1981
Unfilled Term	1980
Unfilled Term	1982

FILE NO. JO  
 DOCUMENT  
 REMARKS

2. The University of Texas at Austin

Development Board.--Authorized Membership 26:

	<u>Term Expires</u>
Mr. Rex G. Baker, Jr., Sugar Land	1980
**Mrs. Perry R. Bass, Fort Worth	1982
Captain Alan L. Bean, Houston	1980
Senator Lloyd M. Bentsen, Jr., Washington, D.C.	1980
Mr. L. L. Colbert, Naples, Florida	1980
**Mr. Marvin K. Collie, Houston	1982
Mr. C. W. Cook, Austin	1980
Mr. B. W. Crain, Jr., Longview	1980
**Mr. Franklin W. Denius, Austin	1982
**Mr. Bob R. Dorsey, Houston	1982
Mr. A. Baker Duncan, San Antonio	1980
Mr. Hayden W. Head, Corpus Christi	1980
**Mr. Dan M. Krausse, Dallas	1982
Mr. Thos. H. Law, Fort Worth	Regent
	Representative
*Mr. Ben F. Love, Houston	1982
Mr. Wales H. Madden, Jr., Amarillo	1980
Mrs. Eugene McDermott, Dallas	1981
Mr. J. Mark McLaughlin, San Angelo	1981
Mr. V. F. Neuhaus, McAllen	1980
Mr. B. D. Orgain, Beaumont	1981
Mrs. John H. Rauscher, Jr., Dallas	1981
**Mr. Preston Shirley, Galveston	1982
**Mr. Ralph Spence, Tyler	1982
**Mr. Jack G. Taylor, Austin	1982
**Mr. J. D. Wrather, Jr., Beverly Hills, California	1982
Unfilled Term	1982

School of Architecture Foundation Advisory Council.  
 --Authorized Membership 25:

	<u>Term Expires</u>	
Mr. Howard R. Barr, Austin	1980	
*Mr. Edwin E. Beran, Dallas	1982	
Mr. Joseph E. Blanton, Albany	1980	
**Mr. David R. Braden, Dallas	1982	
**Mr. James A. Clutts, Dallas	1982	
Mr. Robert W. Cutler, Salado	1980	
Mr. Fred W. Day, Jr., Austin	1981	
Mr. Crawford Dunn, Dallas	1981	
Mr. Joe Edward Guthrie, Dallas	1981	
*Mr. George F. Harrell, Dallas	1982	
Mr. Norcell D. Haywood, San Antonio	1980	
Mr. Karl F. Kamrath, Houston	1980	
Mr. Alwyn S. Koehler, Houston	1981	FILE NO. 11
*Mr. Charles E. Lawrence, Houston	1981	DOCUMENT _____
Mr. A. William Modrall, Jr., Houston	1980	REMARKS _____
Mr. Edward Mok, San Antonio	1980	
Mr. Raymond D. Nasher, Dallas	1981	
Mr. J. V. Neuhaus III, Houston	1981	
Mr. George C. Pearl, Albuquerque, New Mexico	1980	
**Mrs. Catherine H. Powell, San Antonio	1982	
Mr. A. T. Seymour III, Fort Worth	1981	
Mr. Frank H. Sherwood, Fort Worth	1981	
**Mr. Charles F. Terry, Dallas	1982	
Unfilled Term	1982	
Unfilled Term	1982	

Arts and Sciences Foundation Advisory Council.  
 --Authorized Membership 36:

	<u>Term Expires</u>	
Mr. Thomas D. Anderson, Houston	1980	
Mr. R. Gordon Appleman, Fort Worth	1980	
Mr. Donald L. Baeder, Houston	1981	
**Dr. Roland K. Blumberg, Seguin	1982	
Mrs. Ford M. Boulware, San Angelo	1981	
Mrs. Robert B. Brinkerhoff, Houston	1981	
Mrs. John S. Cargile, San Angelo	1980	
Mr. Kenneth D. Carr, Austin	1980	
Mrs. Amon G. Carter, Jr., Fort Worth	1980	
Dr. Clarence L. Cline, Austin	1980	
*Dr. Thomas M. Cranfill (Ph.D.), Austin	1981	
Mrs. Trammell Crow, Dallas	1981	FILE NO. 11
Mr. James D. Dannenbaum, Houston	1980	DOCUMENT _____
*Mr. Donald C. Duncan, Burnet	1982	REMARKS _____
Mr. Hall S. Hammond, San Antonio	1981	
Mr. Harry Lee Hudspeth, El Paso	1981	
Mr. Ralph T. Hull, Houston	1981	
**Mr. Lenoir Moody Josey II, Houston	1982	
*Mr. Barron U. Kidd, Dallas	1982	
Mrs. Radcliffe Killam, Laredo	1981	
Miss Nancy E. Lake, Tyler	1980	
**Mr. Lowell H. Lebermann, Jr., Austin	1982	
**Mr. Richard M. Lucas, Berclair	1982	
Mrs. Wales H. Madden, Jr., Amarillo	1980	
Mrs. Alice K. Reynolds Meyer, San Antonio	1980	
**Mrs. Clyde Parker, Kerrville	1982	
Mrs. William D. Seybold, Houston	1981	
**Mrs. William H. Snyder III, Dallas	1982	
Mr. Sterling W. Steves, Fort Worth	1980	
Mrs. Theodore H. Strauss, Dallas	1980	
**Mrs. Roger C. Sullivan, Dallas	1982	
Dr. Gordon K. Teal, Dallas	1981	

Mrs. Larry E. Temple, Austin	1980
Mr. Sam P. Woodson, Jr., Fort Worth	1980
Mrs. James C. Wynne, Jr., Tyler	1980
Mr. James H. Young, Corpus Christi	1981

College of Business Administration Foundation Advisory Council --Authorized Membership 35:

	<u>Term Expires</u>	
Mr. Sam Barshop, San Antonio	1980	
Mr. James L. Bayless, Dallas	1981	
**Mr. Aubrey C. Black, Dallas	1982	
**Mr. Jack S. Blanton, Houston	1982	
**Mr. Karl T. Butz, Jr., Dallas	1982	
Mr. Edwin M. Gale, Beaumont	1980	
Mr. Robert W. Goodman, Jr., Houston	1980	FILE NO. <u>11</u>
Mr. James B. Goodson, Dallas	1981	DOCUMENT <u>    </u>
Mr. H. B. (Hank) Harkins, Alice	1980	REMARKS <u>    </u>
Mr. William D. Hawkins, Houston	1981	
Mr. Clyde Johnson, Jr., San Antonio	1981	
**Mr. William J. Kaplan, St. Louis, Missouri	1982	
*Mr. Herbert D. Kelleher, San Antonio	1982	
Mr. William D. Kennedy, Midland	1980	
*Mr. Alex H. Massad, New York, New York	1980	
**Mr. Fred H. Moore, Austin	1982	
Mr. Sheldon I. Oster, Houston	1981	
Mr. Robert Parker, Houston	1980	
Mrs. Anne Phillips, Frisco	1981	
**Mr. James H. Polk III, El Paso	1982	
Mr. Richard C. Seaver, Los Angeles, California	1981	
Mr. Rex A. Sebastian, Dallas	1981	
Mr. Ralph Spence, Tyler	1981	
Mr. Theodore H. Strauss, Dallas	1981	
Mr. Daniel B. Stuart, Dallas	1980	
Mr. C. C. (Pete) Sublett, Houston	1980	
Mr. Jack G. Taylor, Austin	1980	
Mr. Jeré W. Thompson, Dallas	1980	
Mr. Ralph E. Velasco, Jr., San Antonio	1981	
Mr. C. S. Wallace, Jr., Houston	1981	
Mr. W. Duke Walser, Houston	1981	
Mr. George S. Watson, Dallas	1981	
**Mr. James L. Whitcomb, Houston	1982	
Mr. Michael B. Wisenbaker, Midland	1980	
Mrs. Bonita Granville Wrather, Los Angeles, California	1981	

College of Communication Foundation Advisory Council --Authorized Membership 25:

	<u>Term Expires</u>	
Mr. Pat M. Baskin, Midland	1980	
Mr. William E. Berger, Austin	1980	
Paul Burns, M.D., Austin	1980	
Dr. Elizabeth Carrow-Woolfolk, Houston	1981	FILE NO. <u>11</u>
*Mr. Don E. Carter, Miami, Florida	1982	DOCUMENT <u>    </u>
Mr. George Christian, Austin	1980	REMARKS <u>    </u>
Mr. Rush K. Evans, Jr., Austin	1981	
Mr. Jim Fain, Austin	1981	
Mr. Bill R. Jones, Dallas	1981	
Mr. John T. Jones, Jr., Houston	1981	
Mr. Roderick K. Keitz, Dallas	1980	
Mr. Robert G. Marbut, San Antonio	1980	
**Mr. Wendell Mayes, Jr., Austin	1982	
**Mr. Thomas R. McCarten, Dallas	1982	
Mr. Al M. Natkin, New York, New York	1980	
Mr. Sam W. Papert, Jr., Dallas	1981	
*Dr. Darrell T. Piersol (Ph.D.), Armonk, New York	1981	

*Mr. Robert E. Pulver, Stamford, Connecticut	1982
*Mr. Texas E. Schramm, Dallas	1982
Mr. Wayne C. Sellers, Palestine	1981
*Mr. William H. Shepard, Pittsburgh, Pennsylvania	1982
Mr. Tom J. Simmons, Dallas	1981
*Mr. J. D. Wrather, Jr., Beverly Hills, California	1982
Unfilled Term	1982
Unfilled Term	1982

College of Education Foundation Advisory Council.  
--Authorized Membership 14:

	<u>Term Expires</u>
Mr. Ralph A. Anderson, Jr., Houston	1981
*Mr. William H. Bingham, Austin	1981
Dr. C. C. Colvert, Austin	1981
Mr. Richard A. Haberman, Austin	1981
Mr. M. K. Hage, Jr., Austin	1981
Mrs. Ralph Hanna, Austin	1981
Mr. Raymond A. Lee, Austin	1981
*Dr. Albert B. Martin (Ph.D.), Amarillo	1980
Mrs. Hazel Jane Clements Monday, Huntsville	1981
Mrs. Sybil Seidel, Dallas	1981
Dr. Gordon K. Teal, Dallas	1981
*Dr. Jerome F. Weynand (Ph.D.), San Antonio	1980
Mrs. Robert Wilkes, Austin	1981
Unfilled Term	1981

FILE NO. 11  
DOCUMENT       
REMARKS     

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

	<u>Term Expires</u>
Mr. Fred P. Bergeron, Rockdale	1980
*Mr. Perry G. Brittain, Dallas	1982
Mr. Horace T. Chilton, Jr., Atlanta, Georgia	1980
Mr. A. R. Dudley, Houston	1981
Mr. John H. Dunham, Houston	1981
*Mr. Thomas J. Feehan, Houston	1982
Mr. John T. Files, Houston	1981
*Mr. J. J. Forrese, Armonk, New York	1982
*Dr. L. R. Hellwig (Ph.D.), Tulsa, Oklahoma	1982
Mr. Everett Jacob, Houston	1980
*Mr. John V. James, Dallas	1982
*Mr. George F. Kirby, Houston	1982
Mr. Curtis M. Klaerner, San Antonio	1981
Mr. B. J. Lancaster, Dallas	1980
Mr. James R. Lesch, Houston	1980
Mr. William F. Martin, Bartlesville, Oklahoma	1981
Dr. Edward A. Mason, Chicago, Illinois	1981
Mr. R. W. McKinney, Nacogdoches	1981
*Mr. Paul D. Meek, Dallas	1982
Mr. Robert L. Mitchell, New York, New York	1980
Mr. R. J. O'Brien, Houston	1980
Mr. E. L. Paramore, Dallas	1980
*Mr. Lewis A. Ramsay, Houston	1982
Mr. F. E. Reese, St. Louis, Missouri	1980
Mr. C. A. Rundell, Jr., Dallas	1981
Mr. W. T. Slick, Jr., Houston	1980
*Mr. J. C. Vander Woude, Longview	1982
Mr. J. C. Walter, Jr., Houston	1980
Dr. T. S. Webb, Fort Worth	1981
Mr. Robert L. White, Arcadia, California	1981
Mr. D. L. Wiley, New York, New York	1981

FILE NO. 11  
DOCUMENT       
REMARKS

Mr. M. A. Wright, Houston	1981
Mr. R. Earle Wright, Houston	1980
Mr. Everett B. Yelton, Jr., Wilmington, Delaware	1980

Unfilled Term	1982
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College of Fine Arts Foundation Advisory Council.

--Authorized Membership 30:

	<u>Term Expires</u>
**Mrs. Thomas D. Anderson, Houston	1982
Mrs. Elizabeth B. Blake, Dallas	1981
**Mrs. Phil Bolin, Wichita Falls	1982
Mrs. Marietta Moody Brooks, Austin	1980
Miss Laura Carpenter, Dallas	1981
*Mrs. Betty Bivins Childers, Amarillo	1981
Mr. Charles D. Clark, McAllen	1981
Mrs. Fred Thomson Couper, Jr., Houston	1980
Mrs. B. W. Crain, Jr., Longview	1980
Mrs. Trammell Crow, Dallas	1980
Miss Nina Cullinan, Houston	1980
Mr. Bob R. Dorsey, Houston	1981
Mrs. John C. Duncan, New York, New York	1981
Mrs. Walter Foxworth, Dallas	1981
Mrs. W. St. John Garwood, Austin	1981
Dr. George S. Heyer, Jr., Austin	1981
Miss Ann H. Holmes, Houston	1981
**Mrs. Janet Jessen, Austin	1982
Mrs. Amy Freeman Lee, San Antonio	1980
Mr. Meredith J. Long, Houston	1981
Mrs. Eugene McDermott, Dallas	1980
Mrs. Alexander J. Oppenheimer, San Antonio	1981
Mr. Francis Prinz, Fort Worth	1981
*Mrs. D. J. Sibley, Jr., Austin	1982
Mr. J. I. Staley, Wichita Falls	1981
**Mr. Robert D. Straus, Houston	1982
**Mr. Robert L. Tobin, San Antonio	1982
**Mr. Marshall F. Wells, Houston	1982
Mrs. Wallace S. Wilson, Houston	1981
Unfilled Term	1982

FILE NO. 11  
DOCUMENT       
REMARKS     

Geology Foundation Advisory Council.

--Authorized Membership 36:

	<u>Term Expires</u>
**Mr. Charles W. Alcorn, Jr., Victoria	1982
Mr. Eugene L. Ames, Jr., San Antonio	1980
Mr. Thomas D. Barrow, New York, New York	1981
Mr. John F. Bookout, Houston	1981
**Mr. Don R. Boyd, Corpus Christi	1982
**Mr. W. Henry Cardwell, Houston	1982
Mr. J. Ben Carsey, Houston	1981
**Mr. W. Kenley Clark, Houston	1980
Mr. L. Decker Dawson, Midland	1980
**Mr. Rodger E. Denison, Dallas	1982
**Mr. George A. Donnelly, Jr., Midland	1982
Mr. James H. Frasher, Houston	1981
Dr. George R. Gibson, Midland	1980
Mr. William E. Gipson, Houston	1981
Mr. John A. Jackson, Dallas	1980
*Mr. J. J. Donald Langston, Houston	1982
Mr. Jack K. Larsen, Amarillo	1981
Mr. Ken G. Martin, Metairie, Louisiana	1980
Mr. Holland C. McCarver, Houston	1980
*Mr. Harry A. Miller, Jr., Midland	1982

FILE NO. 11  
DOCUMENT       
REMARKS

Mr. James R. Moffett, Metairie, Louisiana	1981
Mr. Joseph F. Moss, Lafayette, Louisiana	1980
Mr. Fred L. Oliver, Dallas	1980
Mr. Scott Petty, Jr., San Antonio	1981
*Mr. Jack Phillips, Houston	1982
*Mr. W. E. Reynolds, Wichita Falls	1982
*Mr. George W. Schneider, Jr., Lafayette, Louisiana	1982
*Mr. Tom Schneider, Eagle Pass	1982
*Mr. F. Augustus Seamans, Houston	1982
Mr. William T. Stokes, Dallas	1981
Mr. Edd R. Turner, Houston	1980
Mr. Edwin Van den Bark, Bartlesville, Oklahoma	1980
Mr. Jack D. Wallner, Houston	1981
Mr. Joseph C. Walter, Jr., Houston	1981
*Mr. Phillip E. Wyche, Houston	1982
Unfilled Term	1982

Graduate School Foundation Advisory Council.

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

FILE NO. 11  
DOCUMENT       
REMARKS     

Graduate School of Library Science Foundation Advisory Council. --Authorized Membership 9:

	<u>Term Expires</u>	
Mrs. Phyllis S. Burson, Corpus Christi	1980	
*Mr. John P. Commons, Duarte, California	1982	FILE NO. <u>11</u>
Dr. Robert R. Douglass, Austin	1981	DOCUMENT <u>    </u>
Mr. David M. Henington, Houston	1980	REMARKS <u>    </u>
Dr. Dorman H. Winfrey, Austin	1980	
Unfilled Term	1981	
Unfilled Term	1981	
Unfilled Term	1982	
Unfilled Term	1982	

Pharmaceutical Foundation Advisory Council.

--Authorized Membership 25:

	<u>Term Expires</u>	
Mr. Harlus F. Barber, Laredo	1980	
*Mr. Henry Cade, Deerfield, Illinois	1982	FILE NO. <u>11</u>
*Mr. William C. Conner, Fort Worth	1982	DOCUMENT <u>    </u>
*Mr. Joe R. DeLeon, Jr., Corpus Christi	1982	REMARKS <u>    </u>
Mr. Almer C. Engle, Jr., Houston	1981	
Mr. Ben Mike Ethridge, San Antonio	1981	
*Mr. Ron Gieser, Burleson	1982	
Mr. Robert A. Gude, Fort Worth	1980	
Mr. Lonnie F. Hollingsworth, Lubbock	1980	
Mr. William Arlyn Kloesel, Austin	1981	
*Mr. Alfred A. Mannino, Kansas City, Missouri	1982	
Mrs. William L. Pipkin, Bryan	1981	
*Mr. Bill C. Pittman, Amarillo	1982	
*Mr. Glenn Smith, Waco	1982	
Mr. C. R. Sublett, Dallas	1980	
Mr. Durwood Swanger, Texarkana	1981	
Mr. Daniel Bert Thomas, Irving	1981	
Mr. Paul F. Trantham, Sr., Fort Worth	1980	
*Mr. J. Adan Trevino, Houston	1982	
*Mr. Tim L. Vordenbaumen, Sr., San Antonio	1982	
*Mr. Eugene L. Vykukal, Dallas	1982	
*Mr. Neill B. Walsdorf, San Antonio	1982	
Mr. William R. Whitten, Port Aransas	1980	
Mr. Lonnie J. Yarbrough, Denton	1980	
Mr. Michael Zagorac, Jr., Clearwater, Florida	1981	

School of Social Work Foundation Advisory Council.  
 --Authorized Membership 21:

FILE NO. 11  
 DOCUMENT 11  
 REMARKS 11

	<u>Term Expires</u>
*Mrs. Robert M. Ayres, San Antonio	1982
Mr. Tom Backus, Austin	1980
Mr. Ernest M. Briones, Corpus Christi	1980
**Mr. John L. Cardenas, San Antonio	1982
*Mr. Jerome Chapman, Austin	1981
**Mrs. Jim Fain, Austin	1982
Dr. Wayne H. Holtzman, Austin	1980
**Mr. Glendon Johnson, Galveston	1980
*John J. Kavanagh, M.D., Austin	1982
Mr. Jacob H. Kravitz, Dallas	1981
**Mrs. Margaret H. Magness, Austin	1982
**Mr. James J. Miller, Austin	1982
Mrs. Carole A. Pinkett, Baton Rouge, Louisiana	1980
Mr. Leon Rabin, Dallas	1981
Mr. Victor W. Ravel, Austin	1980
Mr. Phil Dowell Strickland, Dallas	1981
*Mr. A. Fred Swearingen, Corpus Christi	1982
Mrs. Jack Rice Turner, Corpus Christi	1981
Dr. Carolyn Dixon Wells, Houston	1981
Mr. Larry Farish York, Houston	1981
Unfilled Term	1982

McDonald Observatory Advisory Council.  
 --Authorized Membership 29:

Term Expires

*Dr. Willis A. Adcock (Ph.D.), Dallas	1981
Mr. Morris Atlas, McAllen	1981
**Mr. Rex G. Baker, Jr., Sugar Land	1982
Dr. Roland K. Blumberg, Seguin	1980
H. F. Connally, Jr., M.D., San Antonio	1980
Mr. John W. Coe, La Jolla, California	1981
Mr. S. T. Harris, Dallas	1980
Mr. Houston H. Harte, San Antonio	1981
**Mr. Jack S. Josey, Houston	1982
**Mr. James J. Kaster, Austin	1982
Mr. Marion T. Key, Lubbock	1980
Mr. Joe J. King, Houston	1980
Mr. Chris Lacy, Alpine	1981
Mr. Wales H. Madden, Jr., Amarillo	1980
Mr. R. W. McKinney, Nacogdoches	1980
Mr. Robert W. Olson, Dallas	1981
*Ms. Mary Polk, El Paso	1981
Mr. Peter J. Rempe, El Paso	1980
Mr. Thomas E. Rodman, Odessa	1981
Mr. W. E. Snelson, Midland	1980
Mr. Walter G. Sterling, Houston	1981
*Mr. C. H. Taylor, Houston	1982
**Mr. Curtis T. Vaughan, San Antonio	1982
Mr. Josiah Wheat, Woodville	1980
Mr. John W. Wienthal, Houston	1980
Mr. Sam T. Yanagisawa, Garland	1981
Unfilled Term	1981
Unfilled Term	1981
Unfilled Term	1982

FILE NO. 11  
 DOCUMENT 11  
 REMARKS 11

School of Nursing Advisory Council.  
 --Authorized Membership 15:

Term Expires

**Mr. Cleve Bachman, Beaumont	1982
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FILE NO. 11  
 DOCUMENT 11  
 REMARKS 11

James C. Cain, M.D., Rochester, Minnesota	1981
**Mrs. Joe Christie, Austin	1982
**Mrs. J. E. Connally, Abilene	1982
Armando Cuellar, M.D., Weslaco	1981
Mr. David T. Davenport, Austin	1980
Max E. Johnson, M.D., San Antonio	1980
Mrs. Patrick J. Nugent, Austin	1981
**Mrs. John R. Rainey, Jr., Austin	1982
Mr. Thomas M. Reavley, Austin	1980
Mr. Louis F. Shanks, Austin	1981
Mr. Earl E. Walker, Shrewsbury, Missouri	1980
*Mrs. Horace E. Wilson, Amarillo	1981
Unfilled Term	1980
Unfilled Term	1982

Marine Science Institute Advisory Council.  
 --Authorized Membership 35:

	Term Expires	FILE NO.	DOCUMENT	REMARKS
Mrs. John B. Armstrong, Kingsville	1980			
Mr. Perry R. Bass, Fort Worth	1980			
Mr. William H. Bauer, La Ward	1981			
**Mr. Albert M. Biedenharn, Jr., San Antonio	1982			
**Mr. Cecil E. Burney, Corpus Christi	1982			
Mr. Charles C. Butt, Corpus Christi	1981			
Mr. Louis Castelli, Dallas	1980			
Mr. James H. Clement, Kingsville	1981			
Mr. Leroy G. Denman, San Antonio	1980			
**Mr. Robert M. Duffey, Jr., Brownsville	1982			
Mrs. Jane C. Flato, Corpus Christi	1981			
**Mr. Hugh Halff, Jr., San Antonio	1982			
Mr. Edward K. Harte, Corpus Christi	1980			
**Mr. Hayden W. Head, Corpus Christi	1982			
Mr. George C. Hixon, San Antonio	1980			
Mr. John C. Holmgren, San Antonio	1980			
**Mr. D. Michael Hughes, Santa Barbara, California	1982			
*Mrs. Lyndon B. Johnson, Stonewall	1982			
Mr. Richard P. Keeton, Houston	1980			
Mr. Harris L. Kempner, Jr., Galveston	1981			
Mrs. Walter W. McAllister, Jr., San Antonio	1980			
Mr. Frank W. McBee, Austin	1980			
Mr. William Negley, San Antonio	1981			
Mr. V. F. Neuhaus, McAllen	1981			
Mr. A. Chauncey Newlin, New York, New York	1981			
Mr. Arthur A. Seeligson, San Antonio	1980			
Mr. James C. Storm, Corpus Christi	1981			
Mr. Ben F. Vaughan, Jr., Corpus Christi	1981			
Mr. Don E. Weber, Corpus Christi	1980			
**Mr. M. Harvey Weil, Corpus Christi	1982			
Mr. Gale White, Weimar	1981			
**Mr. Charles A. Worthen, Galveston	1982			
Unfilled Term	1982			
Unfilled Term	1982			
Unfilled Term	1982			

3. The University of Texas at Dallas

Development Board.--Authorized Membership 25:

	Term Expires	FILE NO.	DOCUMENT	REMARKS
Mr. J. Fred Bucy, Dallas	1981			
**Mr. Clifton W. Cassidy, Jr., Richardson	1982			
Dr. Andrew R. Cecil, Richardson	1981			
Mr. A. Earl Cullum, Jr., Dallas	1980			

**Mr. Robert W. Dechard, Dallas	1982
**Mr. Sol Goodell, Dallas	1982
Mr. James B. Goodson, Dallas	1981
Mr. Morris Hite, Dallas	1981
Mr. Jack B. Jackson, Richardson	1980
Mr. George W. Jalonick IV, Dallas	1980
*Mr. Rex Jobe, Dallas	1982
**Mr. Gifford K. Johnson, Dallas	1982
Mr. Philip R. Jonsson, Dallas	1981
Mr. Jack B. Krueger, Dallas	1980
Mrs. William W. Lynch, Dallas	1981
**Mr. Richard K. Marks, Dallas	1982
Mr. Mark Martin, Dallas	1981
Mr. Mike A. Myers, Dallas	1980
Mrs. Theodore H. Strauss, Dallas	1980
Mr. Thomas M. Sullivan, Dallas	1981
Mr. Jere W. Thompson, Dallas	1980
**Mr. C. J. Thomsen, Dallas	1982
Mr. Warren G. Woodward, Dallas	1980
Unfilled Term	1980
Unfilled Term	1982

Advisory Council for the School of Management and Administration.--Authorized Membership 25:

	Term Expires	
*Mr. Harry B. Bartley, Dallas	1982	FILE NO. 12
Mr. Ernest T. Baughman, Dallas	1981	DOCUMENT
Mr. James G. Blanchette, Jr., Dallas	1980	REMARKS
**Mr. Robert W. Cannon, Dallas	1982	
**Mr. John J. Casey, Dallas	1982	
Mr. James A. Clark, Dallas	1980	
**Mr. William E. Cooper, Dallas	1982	
Mr. John F. Eulich, Dallas	1980	
**Mr. Jerry Farrington, Dallas	1982	
**Mr. Thomas C. Hayman, Dallas	1982	
*Mr. Thomas Howard, Dallas	1981	
Mr. Norman B. Keider, Lake Forest, Illinois	1981	
Mr. James B. Lendrum, Dallas	1981	
Dr. Kal A. Lifson, Dallas	1980	
Miss Mary McDermott, Dallas	1980	
**Mr. Raymond D. Nasher, Dallas	1982	
Mr. Jay R. Reese, Dallas	1981	
Mr. Frank A. Rossi, Dallas	1980	
Mr. William H. Seay, Dallas	1981	
Mr. Rex A. Sebastian, Dallas	1981	
Mr. George W. Sullivan, Nashville, Tennessee	1980	
Mr. James R. Voisinet, Dallas	1981	
Mr. C. Lee Walton, Jr., Dallas	1981	
Unfilled Term	1980	
Unfilled Term	1982	

Advisory Council for the Callier Center for Communication Disorders.--Authorized Membership 26:

	Term Expires	
Dr. Willis Adcock, Dallas	1980	
**Mrs. George V. Charlton, Dallas	1982	FILE NO. 12
Mrs. A. Earl Cullum, Jr., Dallas	1981	DOCUMENT
Mr. Robert B. Cullum, Dallas	1981	REMARKS
Dr. Milton K. Curry, Jr., Dallas	1980	
Mr. Joe M. Dealey, Dallas	1981	
Mrs. Robert E. Dennard, Dallas	1981	
Mr. Lee Fikes, Dallas	1981	
Mr. Gerald Fronterhouse, Dallas	1981	

**Mr. Jay Goltz, Dallas	1982
**Miss Nelle Johnston, Dallas	1982
Mr. Erik Jonsson, Dallas	1980
Mr. Ben A. Lipshy, Dallas	1981
Dr. Aris A. Mallas, Jr., Austin	1980
**Dr. Walter Rosenblith, Cambridge, Massachusetts	1982
**Mr. Herbert G. Schiff, Dallas	1982
Dr. Frederick Seitz, New York, New York	1981
**Mr. Harry A. Shuford, Dallas	1982
Mr. Pat Y. Spillman, Dallas	1980
Mr. C. A. Tatum, Jr., Dallas	1981
**Mr. Carl J. Thomsen, Dallas	1982
Mr. R. L. Thornton, Jr., Dallas	1981
Mrs. John Howard Rauscher, Jr., Dallas	1981
Unfilled Term	1981
Unfilled Term	1982
Unfilled Term	1982

Advisory Council for the School of General Studies.  
--Authorized Membership 25:

	<u>Term Expires</u>
Ms. Anne Blocker, Dallas	1980
*Mr. Sam Bloom, Dallas	1982 FILE NO. 12
*Ms. Beverly Laughlin Brooks, Dallas	1982 DOCUMENT
Mr. Carlyle H. Chapman, Jr., Dallas	1981 REMARKS
Mr. Clyde Clark, Dallas	1980
*Mr. Joe M. Dealey, Jr., Dallas	1981
Mr. Roy E. Dulak, Dallas	1980
*Mr. Jerry Gray, Richardson	1982
*Mrs. Ralph B. Greenlee, Jr., Dallas	1982
Mr. Kenneth P. Johnson, Dallas	1980
Mr. David Kaplan, Richardson	1980
Reverend W. B. J. Martin, Dallas	1980
*Mrs. Mamie McKnight, Dallas	1982
Mr. Edward J. Pfister, Dallas	1981
Mr. Ernest H. Randall, Jr., Richardson	1980
*Mrs. Martha Ritter, Richardson	1982
Mrs. Morton H. Sanger, Dallas	1981
Reverend Louis Saunders, Dallas	1980
Mr. Al Stillman, Dallas	1981
Miss Rhobia Taylor, Dallas	1981
*Ms. Carolyn Tobian, Dallas	1981
Mrs. Julius Wolfram, Dallas	1980
Mr. Hector Zamorano, Dallas	1981
Unfilled Term	1982
Unfilled Term	1982

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

	<u>Term Expires</u>
Mr. Jac Alder, Dallas	1980
*Mr. Charles A. Angel, Jr., Dallas	1982
Mrs. Alfred Bromberg, Dallas	1981 FILE NO. 12
Mr. Vincent A. Carrozza, Dallas	1981 DOCUMENT
Mrs. James B. Francis, Dallas	1981 REMARKS
Mrs. Robert Glazer, Dallas	1981
Mr. A. C. Greene, Dallas	1980
Mr. Lloyd H. Haldeman, Dallas	1981
*Mr. Jerry Lee Holmes, Dallas	1982
Mr. S. Roger Horchow, Dallas	1980
Mrs. William Jagoda, Dallas	1981
Mrs. Bartram Kelley, Dallas	1981

**Mr. Milton P. Levy, Jr., Irving	1982
Mrs. Edward Marcus, Dallas	1981
**Mr. Harry S. Parker III, Dallas	1982
*Mr. Mike Shapiro, Dallas	1980
Ms. Janet Spencer, Dallas	1980
**Mrs. Theodore H. Strauss, Dallas	1982
Mr. Henry Taylor, Dallas	1980
**Mr. Liener Temerlin, Dallas	1982
Mr. Lon Tinkle, Dallas	1980
**Mr. Jerrold M. Trim, Dallas	1982
**Mr. J. T. Whatley, Dallas	1982
Mr. Addison Wilson III, Dallas	1980
Mr. Robert A. Wilson, Dallas	1981

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

Term Expires

*Mr. Richard J. Agnich, Dallas	1981
*Mr. Art Busch, Dallas	1981
*Mr. Karl Butz, Dallas	1982
*Mr. David J. Chase, Dallas	1982
*Ms. Betty Jo Christian, Washington, D. C.	1980
*Ms. Lee Clark, Dallas	1980
*Mr. William Crier, Plano	1982
*Mr. Al Erwin, Austin	1980
*Mr. David Fox, Carrollton	1981
*Mr. F. B. Goldman, Dallas	1982
*Mr. Lee Guittar, Dallas	1981
*Mr. Peter House, Washington, D. C.	1980
*Ms. Kay Bailey Hutchison, Dallas	1981
*Ms. Eddie Bernice Johnson, Dallas	1982
*Mr. Rodger Meier, Dallas	1980
*Mr. Rodger Mitchell, Richardson	1982
*Charles B. Mullins, M.D., Dallas	1980
*Mr. George Schrader, Dallas	1981
*Mr. Richard F. Smith, Dallas	1980
*Mr. Theodore H. Strauss, Dallas	1981
*Mr. Garry A. Weber, Dallas	1982
Unfilled Term	1980
Unfilled Term	1981
Unfilled Term	1982
Unfilled Term	1982

FILE NO. 12  
DOCUMENT      
REMARKS    

4. The University of Texas at El Paso

Development Board.--Authorized Membership 25:

Term Expires

Eugenio A. Aguilar, D.D.S., El Paso	1980
**Mr. Richard N. Azar, El Paso	1982
**Mr. Marion S. Bell, El Paso	1982
Mr. Julian Bernat, El Paso	1981
**Gordon L. Black, M.D., El Paso	1982
Mr. H. M. Daugherty, Jr., El Paso	1981
Mr. Charles H. Foster, El Paso	1980
Mr. Hugh K. Frederick, Jr., El Paso	1981
Mr. Arthur L. Gonzales, El Paso	1981
**Mr. Robert E. Goodman, El Paso	1982
**Mrs. Robert F. Haynsworth, El Paso	1982
**Mr. Robert C. Heasley, El Paso	1982
**Mr. Fred Hervey, El Paso	1982
Mr. Ted Karam, El Paso	1981
Mr. Dennis H. Lane, El Paso	1980
Mr. C. H. Leavell, El Paso	1980
Mr. George G. Matkin, El Paso	1980

FILE NO. 13  
DOCUMENT      
REMARKS

**Mr. Louis B. McKee, El Paso	1982	150
**Mr. L. A. Miller, El Paso	1982	
Mr. W. H. Orme-Johnson, Jr., El Paso	1980	
*Mr. Jim R. Phillips, El Paso	1982	
Mr. Jose G. Santos, El Paso	1980	
Mr. Edward F. Schwartz, El Paso	1980	
**Mr. Tad R. Smith, El Paso	1982	
Mr. Sam D. Young, Jr., El Paso	1981	

5. The University of Texas of the Permian Basin

Development Board -- Authorized Membership 25:

	<u>Term Expires</u>	
Mr. H. Eugene Abbott, Midland	1981	FILE NO. <u>14</u>
Mr. William B. Blakemore II, Midland	1980	DOCUMENT <u>14</u>
**Mr. Claude W. Brown, McCamey	1982	REMARKS <u>14</u>
**Mr. Ignacio Cisneros, Odessa	1982	
Mr. John A. Currie, Big Spring	1981	
Mr. J. Conrad Dunagan, Monahans	1980	
Mr. Mel Z. Gilbert, Snyder	1981	
**Mr. Ray F. Herndon, Jr., Midland	1982	
*Mr. John J. Ingram, Midland	1982	
Mr. W. D. Noel, Odessa	1981	
Mr. Herschel O'Kelley, Odessa	1981	
*Mr. Charles R. Perry, Odessa	1982	
Mr. Joe Pickle, Big Spring	1981	
Mr. James Roberts, Andrews	1981	
Mr. Louis Rochester, Odessa	1980	
**Mr. W. F. Roden, Midland	1982	
Mr. E. M. Schar, Odessa	1980	
Mrs. Richard C. Slack, Pecos	1980	
Mr. Johnny R. Warren, Midland	1980	
Mrs. Philip R. Zeeck, Odessa	1981	

5 Unfilled Terms (Terms to be determined as filled)

6. The University of Texas at San Antonio

Development Board -- Authorized Membership 25:

	<u>Term Expires</u>	
**Mr. Glenn Biggs, San Antonio	1982	
**Dr. Roland K. Blumberg, Seguin	1982	
Mrs. Lutcher Brown, San Antonio	1980	FILE NO. <u>15</u>
*Mr. Richard W. Calvert, San Antonio	1982	DOCUMENT <u>15</u>
Mr. Hugh K. Foster, San Antonio	1980	REMARKS <u>15</u>
**Mr. Gordon N. George, San Antonio	1982	
Mr. Houston H. Harte, San Antonio	1980	
Mr. James H. Helland, San Antonio	1981	
Mrs. B. K. Johnson, San Antonio and La Pryor	1980	
*Mr. Charles A. Kuper, Sr., San Antonio	1982	
*Mr. Quincy Lee, San Antonio	1982	
Mr. Bernard L. Lifshutz, San Antonio	1980	
*Mrs. Walter W. McAllister, Jr., San Antonio	1981	
*Mr. B. J. "Red" McCombs, San Antonio	1980	
Gen. Robert F. McDermott, San Antonio	1980	
**Mr. Lewis J. Moorman, Jr., San Antonio	1982	
Mr. Harold E. O'Kelley, San Antonio	1981	
Mr. Jesse H. Oppenheimer, San Antonio	1981	
**Mr. Scott Petty, Jr., San Antonio	1982	
Mr. C. Linden Sledge, San Antonio	1980	
Mr. John T. Steen, San Antonio	1981	
Mr. Curtis Vaughan, Jr., San Antonio	1981	
*William C. Winter, M.D., San Antonio	1981	
*Mrs. Irene Wischer, San Antonio	1981	

Unfilled Term 1981

College of Business Advisory Council.  
--Authorized Membership 25:

	<u>Term Expires</u>	
Mr. Stevenson Atherton, San Antonio	1981	
**Mr. Jesse A. Baker, San Antonio	1982	
Mr. Fred W. Burtner, San Antonio	1981	
Mr. John L. Cardenas, San Antonio	1981	
Mr. William G. Conway, San Antonio	1981	
**Col. Victor J. Ferrari, San Antonio	1982	FILE NO. <u>15</u>
**Dr. Lyman R. Fink, San Antonio	1982	DOCUMENT <u>    </u>
Mrs. Katherine N. Folbre, San Antonio	1980	REMARKS <u>    </u>
**Mr. Gordon N. George, San Antonio	1982	
Mr. George F. Golder, San Antonio	1980	
**Mr. Alex H. Half, San Antonio	1982	
Mr. James L. Hayne, San Antonio	1981	
*Mr. John R. Kittrell, San Antonio	1982	
Mr. Marvin M. Kline, San Antonio	1980	
Mr. Quincy Lee, San Antonio	1980	
**Mr. Steven Q. Lee, San Antonio	1982	
Mr. Byron L. LeFlore, San Antonio	1980	
Mr. Harold E. O'Kelley, San Antonio	1980	
Mr. Juan J. Patlan, San Antonio	1981	
**Mr. James C. Phelps, San Antonio	1982	
*Mr. Thomas J. Pierce, Corpus Christi	1982	
Gen. John W. Roberts, (Ret.), San Antonio	1980	
**Mr. Robert H. Seal, San Antonio	1982	
Mr. C. Linden Sledge, San Antonio	1980	
Unfilled Term	1982	

7. The University of Texas  
Health Science Center at Dallas

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

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 DOCUMENT       
 REMARKS     

8. The University of Texas  
Medical Branch at Galveston

Development Board.--Authorized Membership 40:

	<u>Term Expires</u>	
*W. Tom Arnold, M.D., Houston	1980	
George P. Bachman, M.D., Seguin	1980	
Mrs. William H. Bauer, La Ward	1980	
**George Valter Brindley, Jr., M.D., Temple	1982	FILE NO. <u>17</u>
*Honorable Edward Clark, Austin	1982	DOCUMENT <u>    </u>
H. Frank Connally, Jr., M.D., San Antonio	1981	REMARKS <u>    </u>
Kleberg Eckhardt, M.D., Corpus Christi	1980	
O. Edward Egbert, Jr., M.D., El Paso	1980	
Mr. Lawrence E. Ethridge, Jr., Corpus Christi	1980	
McIver Furman, M.D., Corpus Christi	1981	
*Mr. Edwin M. Gale, Beaumont	1980	
Carlos D. Godinez, M.D., McAllen	1980	
Miss Marie Hall, Big Spring	1981	
Walter F. Hasskarl, M.D., Brenham	1980	
**Jesse B. Heath, M.D., Madisonville	1982	
Mr. Sealy Hutchings, Jr., Galveston	1981	
Mr. Harris Kempner, Galveston	1980	
Thomas D. Kirksey, M.D., Austin	1981	
*Donald R. Lewis, M.D., Paris	1982	
**David McMahon, Jr., M.D., San Antonio	1982	
Thomas M. McMillan, M.D., Honolulu, Hawaii	1980	
Mr. A. G. McNeese, Jr., Houston	1980	
David C. Miesch, M.D., Paris	1980	

Mr. Ballinger Mills, Galveston	1980
Mr. W. L. Moody IV, Galveston	1980
**Sam Nixon, Jr., M.D., Houston	1982
**C. M. Phillips, M.D., Levelland	1982
Mario E. Ramirez, M.D., Roma	1981
Mrs. Edward Randall, Jr., Galveston	1981
Harvey Renger, M.D., Bellettsville	1981
Raleigh R. Ross, M.D., Austin	1980
William Seybold, M.D., Houston	1980
**Mr. Preston Shirley, Galveston	1982
Mr. James C. Storm, Corpus Christi	1980
**Courtney M. Townsend, M.D., Paris	1982
Jim M. Vaughn, M.D., Tyler	1981
Mr. Carmage Walls, Houston	1980
*Mr. John M. Winterbotham, Houston	1982
Mr. Sam P. Woodson, Jr., Fort Worth	1980
Unfilled Term	1980

9. The University of Texas  
Health Science Center at Houston

Development Board. - Authorized Membership 53:

	<u>Term Expires</u>	
Mr. Leslie L. Appelt, Houston	1980	
Mr. Evans Attwell, Houston	1981	
Mr. Harry G. Austin, Houston	1981	FILE NO. 18
**Mr. William K. Bruce, Houston	1982	DOCUMENT
**Mr. Hugh Q. Buck, Houston	1982	REMARKS
Mr. John Cater, Houston	1980	
**Mrs. John S. Chase, Houston	1982	
*Mr. Joseph S. Cullinan II, Houston	1982	
Mr. Jack Currie, Houston	1980	
**Mr. Robert P. Doherty, Jr., Houston	1982	
Mr. John H. Duncan, Houston	1981	
Mr. Kraft W. Eidman, Houston	1981	
Mr. Kenneth Fellows, Houston	1981	
Mr. W. N. Finnegan III, Houston	1981	
Mr. Joe F. Flack, Houston	1981	
Mr. A. J. Gallerano, Houston	1980	
Mr. Robert G. Greer, Houston	1981	
*Mr. William C. Harvin, Houston	1982	
Mr. Wayne Hightower, Houston	1981	
Mr. Collins Hill, Jr., Houston	1980	
Mr. John B. Holmes, Jr., Houston	1981	
Mr. Frank P. Horlock, Houston	1980	
Mr. John T. Jones, Jr., Houston	1980	
Mr. Jack S. Josey, Houston	1981	
Mrs. Mavis Kelsey, Houston	1981	
Mr. Allan C. King, Houston	1980	
**Mr. George F. Kirby, Houston	1982	
Mr. Earl B. Loggins, Houston	1981	
Mr. Ben Love, Houston	1980	
Mr. John L. McConn, Jr., Houston	1981	
Mrs. A. G. McNeese, Jr., Houston	1980	
**Mr. Robert Parker, Houston	1982	
Mr. Ed Randall III, Houston	1981	
**Mr. Theodore C. Rogers, Houston	1982	
Mr. Pat R. Rutherford, Jr., Houston	1981	
**Mr. Robert A. Shepherd, Jr., Houston	1982	
Mrs. W. R. (Randy) Smith, Houston	1980	
Mr. Robert Stewart, Jr., Houston	1980	
**Mr. Raybourne Thompson, Sr., Houston	1982	
**Mrs. Felix Tijerina, Houston	1982	
**Mrs. Jack T. Trotter, Houston	1982	
**Mr. Neal O. Wade, Jr., Houston	1982	
**Mr. Jack Weingarten, Houston	1982	

Mrs. Bernice Weingarten Welch, Houston	1980
Mr. William M. Wheelless III, Houston	1980
Mr. Gail Whitcomb, Houston	1981
Mr. Gene M. Woodfin, Houston	1980
Mrs. Gus S. Wortham, Houston	1980
President Royer J. Bulger, Houston	No Fixed Term
Vice President for Administration and Finance, Mr. John P. Porretto	No Fixed Term
Unfilled Term	
Unfilled Term	1980
Unfilled Term	1982
Unfilled Term	1982

10. The University of Texas  
Health Science Center at San Antonio

Development Board -- Authorized Membership 25:

	<u>Term Expires</u>
*Mr. Glenn Biggs, San Antonio	1980
*Mrs. Roland K. (Jane) Blumberg, Seguin	1982
*Mr. Tom Frost, Jr., San Antonio	1981
*Mr. C. C. Gunn, Sr., San Antonio	1982
*Mr. G. (Jim) Hassloch, San Antonio	1980
*John J. Hinchey, M.D., San Antonio	1981
*Mr. Louis J. Kocurek, San Antonio	1981
*Mrs. Helen Tribble Mays, San Antonio	1982
*Asher R. McComb, M.D., San Antonio	1982
*Mr. John E. Newman, San Antonio	1981
*Mr. Jesse H. Oppenheimer, San Antonio	1981
*Mr. Charles G. Orsinger, San Antonio	1982
*Mrs. John (Ruby) Peace, San Antonio	1980
*Mr. Robert H. Seal, San Antonio	1980
*John M. Smith, Jr., M.D., San Antonio	1982
*Reeves L. Smith, D.D.S., San Antonio	1982
*Mrs. John (Nell) Steen, San Antonio	1980
*Mr. Edgar Von Scheele, San Antonio	1981
*Mr. H. B. Zachry, San Antonio	1980
Unfilled Term	1980
Unfilled Term	1980
Unfilled Term	1981
Unfilled Term	1981
Unfilled Term	1982
Unfilled Term	1982

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These nominees have not previously been reported to the Board for the record but thirty names were approved by the Board of Regents on May 14, 1976, out of which twenty-five were to be selected by President Harrison.

11. The University of Texas System Cancer Center

Boards of Visitors of University Cancer Foundation  
-- Authorized Membership 25:

	<u>Term Expires</u>
*Mr. James A. Baker III, Houston	1982
Mr. Max E. Banks, Amarillo	1980
*Mr. Charles C. Butt, Corpus Christi	1980
Mr. Ernest H. Cockrell, Houston	1981
*Mr. Harlan Crow, Dallas	1982
Mr. Roy H. Cullen, Houston	1980
Mr. Ernest Deal, Houston	1980
Mr. Leroy G. Denman, Jr., San Antonio	1980

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- \*Mr. Paul R. Haas, Corpus Christi 1982
- Mr. Thad T. Hutcheson, Jr., Houston 1981
- Mr. J. K. Jamieson, Houston 1981
- \*Mr. Richard J. V. Johnson, Houston 1982
- Mr. Lenoir Josey, Houston 1980
- Mr. Charles H. Leavey, El Paso 1980
- Mr. Lewis F. Lyne, Dallas 1981
- Mr. Richard Merrill, Houston 1980
- Mr. W. D. Noel, Odessa 1981
- \*Mr. T. Boone Pickens, Jr., Amarillo 1982
- Mr. P. H. Robinson, Houston 1980
- Mrs. William D. Seybold, Houston 1981
- Mr. Robert R. Shelton, Kerrville 1981
- \*Mr. Larry E. Temple, Austin 1982
- Mrs. Camilla D. Trammell, Houston 1981
- \*Mr. Fred Q. Underwood, Lubbock 1982
- Mrs. Wallace S. Wilson, Houston 1981

12. The University of Texas  
Health Center at Tyler

Development Board.--The Texas Chest Foundation serves in this capacity. The nominees are not subject to regental approval.

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13. The University of Texas  
Institute of Texan Cultures at San Antonio

Development Board.--Authorized Membership 25:

Term Expires

- \*Mr. Morris Atlas, McAllen 1980
- \*Mr. Bob B. Brinkerhoff, Houston 1982
- \*Mr. J. P. Bryan, Jr., Houston 1980
- \*Mr. Charles C. Butt, Corpus Christi 1982
- \*Mr. Edward Clark, Austin 1982
- \*Mr. Bob R. Dorsey, Houston 1982
- Judge Joe J. Fisher, Beaumont 1982
- \*Mr. Jenkins Garrett, Fort Worth 1980
- \*Mr. Alex H. Halff, San Antonio 1981
- \*Mr. John Henderson, Lufkin 1982
- \*Dr. Wayne H. Holtzman, (Ph.D.), Austin 1981
- \*Mr. Edward Joseph, Austin 1981
- \*Mr. Max Mandel, Laredo 1980
- \*Mr. R. W. McKinney, Nacogdoches 1980
- \*Mrs. Josephine Sparks, Corpus Christi 1982
- \*Mr. Marshall T. Steves, San Antonio 1982
- \*Mr. Joe C. Thompson, Jr., Dallas 1981
- \*Mr. David A. Witts, Dallas 1980
- Unfilled Term 1980
- Unfilled Term 1980
- Unfilled Term 1980
- Unfilled Term 1981
- Unfilled Term 1981
- Unfilled Term 1981
- Unfilled Term 1981

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SCHEDULED MEETINGS -- In addition to the two meetings previously scheduled by the Board of Regents, additional meetings were scheduled for May and July 1980. The complete schedule of meetings is set out below:

December 6-7, 1979, to be held in Austin  
 February 28-29, 1980, to be held at U. T. Arlington  
 May 8-9, 1980, to be held in Houston  
 July 10-11, 1980, to be held in Austin

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COMMITTEE OF THE WHOLE - EXECUTIVE SESSION  
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*Executive Session*  
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In accordance with Vernon's Texas Civil Statutes, Article 6252-17, Sections 2(e), (f) and (g), the Committee of the Whole had met in Executive Session in the Student Union Building at the Dallas Southwestern Medical School of the Dallas Health Science Center immediately following the Open Session of the Committee of the Whole. Chairman Williams presented for consideration the following item which had been discussed in Executive Session:

*Land Acquisition (400)*

U. T. SYSTEM: AUTHORIZATION TO NEGOTIATE WITH HAMLINE UNIVERSITY TO ACQUIRE UNDIVIDED 75% INTEREST IN LOTS 9, 10, 11 AND 12, BLOCK 82, AUSTIN, TRAVIS COUNTY, TEXAS, SUBJECT TO APPROVAL OF COORDINATING BOARD. -- Upon motion of Regent Hay, seconded by Regent Newton, authorization was given to negotiate with Hamline University to acquire its undivided 75% interest in Lots 9, 10, 11 and 12, Block 82, in Austin, Travis County, Texas, for The University of Texas System. This proposed acquisition is subject to approval of the Coordinating Board, Texas College and University System.

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- o It was pointed out that an undivided 25% interest in these lots had been accepted by the Board of Regents at its July 1979 meeting under the Will of Hilda F. Rosene Lund for The University of Texas at Austin (Marine Science Institute). The remaining 75% undivided interest was given to Hamline University under this same Will.

*E. J. Founder Fund*

If the negotiations with Hamline University are successful, the U. T. System will acquire the 25% interest of the U. T. Austin Marine Science Institute in these lots.

*President*  
U. T. EL PASO: ANNOUNCEMENT OF RESIGNATION OF PRESIDENT ARLEIGH B. TEMPLETON AND DESIGNATION OF ADVISORY COMMITTEE FOR SELECTION OF CHIEF ADMINISTRATIVE OFFICER (PRESIDENT). -- Chairman Williams reported for the record that Dr. Arleigh B. Templeton had announced his resignation as President of The University of Texas at El Paso effective August 31, 1980. Chairman Williams said that he had designated the Regental Representatives and the Presidents to serve on the Advisory Committee for the Selection of a Chief Administrative Officer (President) at The University of Texas at El Paso. He pointed out that the other members of this committee had been selected in accordance with the Regents' Rules and Regulations, Part One, Chapter II, Section 4.11. The full membership of the committee is set out below:

Advisory Committee for Selection of Chief Administrative Officer  
 for  
 The University of Texas at El Paso

Chancellor of the System

Dr. E. D. Walker (Chairman)

Board of Regents

Regent Jane Weinert Blumberg (Mrs. Roland K.)  
 Regent James L. Powell  
 Regent Howard N. Richards

Vice Chancellor for Academic Affairs

Dr. Ernest T. Smerdon

Chief Administrative Officers

Dr. Wendell H. Nedderman, President, The University of Texas at Arlington  
 Dr. James W. Wagener, President, The University of Texas at San Antonio  
 Charles C. Sprague, M.D., President, The University of Texas Health Science Center at Dallas

Faculty Members - U. T. El Paso

Dr. James Milton Day, Department of English  
 Dr. M. Lawrence Ellzey, Jr., Department of Chemistry  
 Dr. Charles L. Etheridge, Sr., Department of Drama and Speech  
 Dr. Judith P. Goggin, Department of Psychology  
 Dr. Lawrence Phillips Blanchard, Department of Business

Dean's Council Representative - U. T. El Paso

Dr. Rudolph Gomez, Graduate Dean

Student Representatives - U. T. El Paso

Mr. Guillermo Camacho  
 Mr. David Downie

Alumni Association - U. T. El Paso

Mr. Robert C. Heasley

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Chancellor Walker advised that this committee had an organizational meeting scheduled for October 16 in El Paso.

ADJOURNMENT. --The meeting was duly adjourned at 2:15 p. m.

Betty Anne Thedford  
Secretary

October 18, 1979