

Meeting No. 781

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

October 8 - 9, 1981

Tyler, Texas

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 OF
 THE UNIVERSITY OF TEXAS SYSTEM
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MEETING NO. 781

1

THURSDAY, OCTOBER 8, 1981.--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 8, 1981, on the Second Floor (Room 2.11) of the University Center at The University of Texas at Tyler, Tyler, Texas, with the following in attendance:

ATTENDANCE.--

Present

Chairman Powell, presiding
Vice-Chairman Fly
Regent (Mrs.) Blumberg
Regent (Mrs.) Briscoe
Regent Hay
Regent (Mrs.) Milburn
Regent Newton
Regent Rhodes
Regent Richards

Absent

Executive Secretary Dilly

Chancellor Walker
Executive Vice Chancellor Jordan
Executive Vice Chancellor Mullins

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

President's Reports

WELCOME AND REPORT BY DR. GEORGE F. HAMM, PRESIDENT OF THE UNIVERSITY OF TEXAS AT TYLER.--Chairman Powell expressed appreciation to Dr. George Hurst, Director of The University of Texas Health Center at Tyler, and Dr. George F. Hamm, President of The University of Texas at Tyler, for the very informative tour of their components which the Regents had taken earlier in the day. He then recognized Dr. Hamm, President of the host institution for this meeting.

On behalf of the faculty and students, President Hamm welcomed the members of the Board of Regents and other guests to Tyler. He then outlined the four major purposes of this institution. These purposes are: (1) to provide a setting for free inquiry, (2) to insure excellence in teaching, (3) to encourage productive scholarship and research, and (4) to meet the needs of students from area junior and community colleges. Following a brief review of student enrollment and faculty recruitment, President Hamm summarized the future goals of U. T. Tyler and emphasized the need to: (1) develop a stronger sense of community both within the university and beyond, (2) increase the visibility of the university which in eight years has had three different names, (3) call upon community resources with greater enthusiasm to assist with special programs, to promote research, to support proposals and grants, and to reward outstanding teaching and scholarship, (4) initiate a request for a feasibility study for student housing, and (5) look at all reasonable options and call upon all reasonable resources to supplement faculty and staff salaries.

(President Hamm's report was in accordance with the policy adopted at the September 1977 meeting of the Board of Regents. A copy of the report will be filed with the Executive Secretary and made a part of the permanent record.)

FILE NO. I-5
DOCUMENT
REMARKS

FILE NO. 24
DOCUMENT
REMARKS

RECESS FOR COMMITTEE MEETINGS (BUILDINGS AND GROUNDS COMMITTEE AND COMMITTEE OF THE WHOLE IN EXECUTIVE SESSION). --

Chairman Powell announced that the Board would recess for the meeting of the Buildings and Grounds Committee and, if time permitted following this meeting, the Board would resolve into Executive Session of the Committee of the Whole and would not reconvene as a Board until Friday morning, October 9, 1981.

At 3:20 p. m., the Buildings and Grounds Committee adjourned after having considered all items on that Committee's agenda except one which was deferred until Friday. The Board then recessed and immediately thereafter the Committee of the Whole met in Executive Session in Room 240 of the University Center pursuant to V.T.C.S., Article 6252-17, Sections 2(e), (f) and (g) to discuss:

1. Pending and/or Contemplated Litigation - Section 2(e)
 - a. U. T. Austin: Litigation Involving the NCAA
 - b. U. T. Health Science Center - Houston: Contemplated Litigation Involving Title to Certain Acreage
 - c. U. T. Cancer Center: Proposed Settlement of Litigation
 - d. U. T. Galveston Medical Branch: Proposed Settlement of Malpractice Litigation
2. Land Acquisition, Purchase, Exchange, Lease or Value of Real Property and Negotiated Contracts for Prospective Gifts or Donations - Section 2(f)
3. Personnel Matters [Section 2(g)] Relating to Appointment, Employment, Evaluation, Assignment, Duties, Discipline, or Dismissal of Officers or Employees
 - a. U. T. Board of Regents: Proposed Amendments to the Regents' Rules and Regulations, Part One, Chapter I; Election of Officer and Appointment of Committees
 - b. U. T. San Antonio: Approval, Rejection, or Amendment of the Findings and Recommendations of a Hearing Tribunal Concerning an Untenured Faculty Member

* * * * *

Friday, October 9, 1981

The Board reconvened in regular session at 9:20 a. m. on Friday, October 9, 1981, at the same place and with the same attendance as at the meeting on Thursday, October 8, 1981.

Chairman Powell called the meeting to order. On behalf of the Board, he expressed appreciation to the U. T. Tyler Development Board and President and Mrs. Hamm for a very pleasant social event the previous evening.

U. T. BOARD OF REGENTS: APPROVAL OF MINUTES OF REGULAR MEETING ON AUGUST 13-14, 1981.-- Upon motion of Regent Hay, seconded by Regent Newton, the Minutes of the regular meeting of the Board of Regents of The University of Texas System held on August 13-14, 1981, in Austin, Texas, were approved as distributed by Executive Secretary Dilly. The official copy of these Minutes is recorded in the Permanent Minutes, Volume XXVIII, Pages 4163-4850.

INTRODUCTION OF FACULTY AND STUDENT REPRESENTATIVES AND DR. ALEXANDER L. CLARK, ACTING PRESIDENT OF U. T. DALLAS.-- Chairman Powell called on the chief administrative officers of the component institutions to introduce their respective faculty and student representatives:

I-5

U. T. Arlington

President Nedderman introduced:

Student Representatives:	Ms. Jodee Sharp, President Student Congress
	Mr. Bob King, Vice President Student Congress
	Mr. Rickie Windle, Contributing Editor, Student Publications

U. T. Austin

President Flawn introduced:

Faculty Representative:	Dr. Donald Sellstrom, Chairman Graduate Assembly
Student Representative:	Mr. Gardner Selby, General Reporter, <u>The Daily Texan</u>

U. T. Dallas

Acting President Clark introduced:

Faculty Representative:	Dr. Dennis Kratz, Speaker of the Faculty
Student Representative:	Mr. Randy Williams, President Student Congress

U. T. El Paso

President Monroe introduced:

Faculty Representative:	Dr. James Day, Chairman Faculty Senate
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U. T. San Antonio

President Wagener introduced:

- Faculty Representative: Dr. William G. Mitchell, Secretary to The University Assembly and General Faculty
- Student Representative: Mr. Robert K. Andrews, Member University Center Advisory Committee and Program Council

U. T. Tyler

President Hamm introduced:

- Faculty Representative: Dr. Evelyn Sowell, Professor of Education and President of the Faculty Senate
- Student Representatives: Mr. Charles Dickson
Mr. Alan Green

U. T. Galveston Medical Branch

President Levin introduced:

- Faculty Representatives: Dr. Dorothy Damewood, Dean of the U. T. Galveston Nursing School
Dr. Helen Ptak, Professor and Associate Dean for Research and Evaluation, U. T. Galveston Nursing School

U. T. Health Science Center - Houston

President Bulger introduced:

- Faculty Representative: Professor Harold S. Skjonsby, Chairman of the Department of Histology, U. T. Dental Branch - Houston
- Student Representative: Mr. Alan Coleman, Department of Community Dentistry, U. T. Dental Branch - Houston

U. T. Cancer Center

President LeMaistre introduced:

- Faculty Representative: Dr. Grady F. Saunders, Professor of Biochemistry
- Student Representative: Ms. Linda Carolyn Lopez, Pre-doctoral Fellow, Department of Biochemistry and Developmental Therapeutics

REPORTS OF STANDING COMMITTEES

REPORT OF SYSTEM ADMINISTRATION COMMITTEE (Pages 6-11).-- The following report of the System Administration Committee was submitted by Committee Chairman Fly. 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 U. T. Board of Regents for formal approval:

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

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

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

- b. Authorize a total project cost of \$800, 000 to cover the building construction contract award, movable furnishings and equipment, fees and related project expenses
- c. Appropriate additional funds in the amount of \$744, 000 from the Available University Fund to provide for the total project cost, \$56, 000 having been previously appropriated from this same source

Postoffice Contract

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

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

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

- a. Establish a Center for Human Nutrition at the U. T. Southwestern Medical School - Dallas of The University of Texas Health Science Center at Dallas, subject to approval by the Coordinating Board, Texas College and University System
 - b. Establish the Distinguished Chair in Human Nutrition to be funded by the gift to the Southwestern Medical Foundation in accordance with the Regents' Rules and Regulations
 - c. Authorize the Chairman of the Board to execute the agreement related thereto
- 4. U. T. System Administration, U. T. El Paso, U. T. San Antonio, U. T. Health Science Center - Dallas, U. T. Galveston Medical Branch, U. T. Health Science Center - Houston, U. T. Health Science Center - San Antonio, U. T. Cancer Center and U. T. Health Center - Tyler: Amendments to 1980-81 Budget (13-B-81 and 14-B-81). -- It is recommended by the appropriate chief administrative officers, concurred in by the Office of the Chancellor, that their respective 1980-81 Operating Budget be amended as indicated on the pages set out below:

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- The University of Texas System Administration, Page 8
- The University of Texas at El Paso, Page 8
- The University of Texas at San Antonio, Page 9
- The University of Texas Health Science Center at Dallas, Page 9
- The University of Texas Medical Branch at Galveston, Page 9
- The University of Texas Health Science Center at Houston, Page 10
- The University of Texas Health Science Center at San Antonio, Page 10
- The University of Texas System Cancer Center, Pages 10-11
- The University of Texas Health Center at Tyler, Page 11

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

THE UNIVERSITY OF TEXAS SYSTEM ADMINISTRATION

1980-81 BUDGET

Title IV

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

THE UNIVERSITY OF TEXAS AT EL PASO

1980-81 BUDGET

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

THE UNIVERSITY OF TEXAS AT SAN ANTONIO

1980-81 BUDGET

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

THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT DALLAS

1980-81 BUDGET

<u>Item No.</u>	<u>Explanation</u>	<u>Source of Funds</u>	<u>Application of Funds</u>	<u>Effective Dates</u>
61.	Plant Funds Projects Transfer of Funds	From: General Funds Unappropriated Balance	To: Plant Funds Projects- Special Equip- ment \$1,600,000 Minor Repairs and Remodeling and Improvements Other than Buildings 900,000 Renovation of <u>Locke Medical</u> <u>Building</u> 1,000,000	8-1-81 ²⁰⁰
	Amount of Transfer	<u>\$3,500,000</u>	<u>\$3,500,000</u>	7-1-81

THE UNIVERSITY OF TEXAS MEDICAL BRANCH AT GALVESTON

1980-81 BUDGET

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

THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT HOUSTON

1980-81 BUDGET

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

THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT SAN ANTONIO

1980-81 BUDGET

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

THE UNIVERSITY OF TEXAS SYSTEM CANCER CENTER

1980-81 BUDGET

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

THE UNIVERSITY OF TEXAS SYSTEM CANCER CENTER
(continued)

1980-81 BUDGET

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

THE UNIVERSITY OF TEXAS HEALTH CENTER AT TYLER

1980-81 BUDGET

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

REPORT OF ACADEMIC AND DEVELOPMENTAL AFFAIRS COMMITTEE (Pages 12-26). --Committee Chairman (Mrs.) 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. 19 of the Chancellor of the System (Attachment No. 1) (Catalog Change). --Committee Chairman Blumberg reported that no exception had been received to Docket No. 19 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 Executive Secretary. It is attached (Attachment No. 1) following Page 231 and made a part of these Minutes. 0

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

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

2. U. T. Austin: Appointment of Dr. M. K. Horn to the Leslie Bowling Professorship in Geological Sciences in the College of Natural Sciences for One-Half Month During the 1981-82 Fall Semester. --Without objection, approval was given to appoint Dr. M. K. Horn, Director of Exploration and Production Research for the Cities Services Company in Tulsa, Oklahoma, to the Leslie Bowling Professorship in Geological Sciences in the College of Natural Sciences at The University of Texas at Austin for one-half month (October 16-31, 1981) during the 1981-82 Fall Semester. 1000

Dr. Horn's appointment would be accompanied by a salary stipend from the professorship's endowment income and is consistent with the purpose of the Bowling Professorship, which is to attract persons from industry and government to visit the Department of Geological Sciences for varying lengths of time and present lectures and seminars on topics of current geologic interest. 1000

3. U. T. Austin: Appointment of Dr. William R. Hudson to the Dewitt C. Greer Professorship in Transportation Engineering in the College of Engineering Effective Immediately. --Unanimous approval was given to appoint Dr. William R. Hudson, Professor of Civil Engineering, the initial holder of the Dewitt C. Greer Professorship in Transportation Engineering in the College of Engineering at The University of Texas at Austin effective immediately.

See Page 106 for the establishment of this Professorship.

4. U. T. Austin: Dr. Steven Weinberg Appointed to the Jack S. Josey Chair in Science and Designated Regental Professor Effective January 18, 1982 (Regents' Rules and Regulations, Part One, Chapter III, Section 1.86). --Without objection, Dr. Steven Weinberg, winner of the Nobel Prize in Physics in 1979, was appointed the initial holder of the Jack S. Josey Chair in Science at The University of Texas at Austin effective January 18, 1982. Further, in accordance with (2)
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Section 1.86 of Chapter III of Part One of the Regents' Rules and Regulations, Dr. Weinberg was also awarded the title of Regental Professor.

5. U. T. Austin: Approval of Amendments to The Centennial Teachers and Scholars Program. -- Following a detailed discussion and upon motion of Regent Newton, duly seconded, The Centennial Teachers and Scholars Program at The University of Texas at Austin as adopted on August 14, 1981 was amended as set forth below:
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- a. that The Centennial Teachers and Scholars Program be established to be effective September 1, 1981;
 - b. that, except as provided in Item f. (6) below, The Centennial Teachers and Scholars Program cease on August 31, 1983;
 - c. that \$10 million in Available University Fund monies be earmarked for The Centennial Teachers and Scholars Program for the fiscal year beginning September 1, 1981; that, with the prior approval of the Board of Regents, additional Available University Fund monies (if needed and available) may be earmarked for the program during Fiscal Year 1982;
 - d. that the President of U. T. Austin and the Chancellor of the U. T. System be instructed to recommend in the summer of 1982 an amount of Available University Fund monies to be earmarked for The Centennial Teachers and Scholars Program for the fiscal year beginning September 1, 1982;
 - e. that the President of U. T. Austin and the Chancellor of the U. T. System be instructed to report to the Board in the summer of 1983 as to the desirability of continuing under another name a program of matching private grants for the endowment of academic positions out of the Available University Fund; and
 - f. that, subject to the availability of matching funds, the President of U. T. Austin and the Office of the Chancellor of the U. T. System shall make recommendations to the Board of Regents for the matching of individual private grants with Available University Fund monies under The Centennial Teachers and Scholars Program pursuant to the following guidelines:
 - (1) that matching monies be available only for grants from private sources in amounts that will, at a minimum, fully fund one of the endowed academic positions provided for in Section 4 of Chapter I of Part Two of the Regents' Rules and Regulations as the Section now reads or as it later may be amended;
 - (2) that once the condition in (1) above is met, the Board of Regents agrees to match from the Available University Fund each dollar granted by private sources, at the donor's option, as follows:
 - (a) the Board of Regents will provide matching monies in an amount sufficient to double the size of the grant for the establishment of one endowed academic position; or

- (b) the Board of Regents will allow the grant to be divided and will provide matching monies on a dollar-for-dollar basis to each divided portion of the grant in order to establish additional endowed academic positions that require the same or a lesser minimal amount for establishment;
- (3) that, other than the matching of private grants with Available University Fund monies, all provisions of Section 4 of Chapter I of Part Two of the Regents' Rules and Regulations as that section now reads or as it later may be amended will be in full force and effect;
- (4) that the investment procedures for the endowments established under The Centennial Teachers and Scholars Program be the same as those established for other endowments of academic positions;
- (5) that The Centennial Teachers and Scholars Program be effective for gifts received on or after September 1, 1981 and, except as provided in (6) below, before or on August 31, 1983;
- (6) that matching monies made available under The Centennial Teachers and Scholars Program be available for matching pledges made before or on August 31, 1983 if the pledges are to be fulfilled during the two-year period following August 31, 1983;
- (7) that matching monies made available under The Centennial Teachers and Scholars Program be available for matching testamentary grants insofar as the terms of the last will and testament of the donor, the wishes of the donor as determined by the last will and testament, and these guidelines are in harmony; and
- (8) that, should The Business School Foundation, The University of Texas Law School Foundation, The Lyndon Baines Johnson Foundation, or The University of Texas Foundation, Inc. (four closely cooperating external foundations) elect to transfer to The University of Texas at Austin the corpus of any grant made to any of them on or after September 1, 1980 for the endowment of academic positions at The University of Texas at Austin, matching monies made available under The Centennial Teachers and Scholars Program will be available for matching purposes under these guidelines.

Telescope - 300-INCH

6. U. T. Austin (U. T. McDonald Observatory): Authorization for Allocation of Funds for Design and Cost Study of 7.6 Meter Telescope (Formerly Referred to as 300-Inch Telescope). -- In order to provide a complete and final technical evaluation of the 7.6 meter telescope project (formerly referred to as 300-inch telescope) at The University of Texas at Austin McDonald Observatory at Mount Locke within the year, the Academic and Developmental Affairs Committee unanimously:
- a. Authorized an allocation of \$250,000 from funds appropriated for updating Teaching and Laboratory Equipment for project design and cost studies related to the 7.6 meter telescope project at U. T. McDonald Observatory
 - b. Authorized President Flawn to approve contracts, within the funds allocated, with outside agencies for design work and cost feasibility studies as may be required for the project subject to any required approval by the Office of the Chancellor and the U. T. Board of Regents through the institutional docket

It was noted that the allocation of funds to this project will permit establishment of an administrative structure to direct the design study work and establishment of a technical design and assessment group to complete all basic design work for the telescope primary mirror and optical system.

7. U. T. Austin: Approval of Memorandum of Understanding with The University of Texas Law School Foundation. -- The Memorandum of Understanding set out on Pages 15-18 by and between The University of Texas at Austin and The University of Texas Law School Foundation was approved without objection and President Flawn was authorized to execute same:

MEMORANDUM OF UNDERSTANDING

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

1. The Foundation has engaged in development activities for The University of Texas School of Law (The Law School), has assisted in maintaining alumni relations on behalf of The Law School, has participated in the Continuing Legal Education (CLE) program of The Law School, has provided various and substantial support for the development of The Law School, its faculty and staff, and has furnished important administrative and other services to The Law School and The University. The continuation

of these activities is essential to the maintenance of a law school of the first class. The University and The Foundation deem it appropriate to, and do hereby, memorialize the nature of the relationship between The Foundation and The University and The Law School, ratify and approve these past activities by The Foundation, and agree mutually for the future regarding the respective roles, rights, and obligations of The University and The Foundation in this relationship.

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

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

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

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

5. It is expressly mutually agreed that funds raised by the development activities of The Foundation may be subject to a reasonable management or operations charge or fee by The Foundation, but all such charges or fees in regard to endowed funds shall come from income and not from corpus; all funds, whether endowed, restricted, or unrestricted, raised by the development activities of The Foundation shall be held, invested, managed, and disbursed by The Foundation for the sole benefit of The Law School, subject to any restrictions placed thereon by particular donors.

THIS AGREEMENT is effective immediately upon execution by the Parties and approval by the Board of Regents of The University of Texas System, and the Agreement shall remain in effect from year to year unless modified in writing by mutual agreement of The Foundation and The

University, or terminated by either The Foundation or The University upon giving notice twelve (12) months prior to the end of a fiscal year of The University.

APPROVED by The Foundation on this the _____ day of _____, A.D., _____.

THE UNIVERSITY OF TEXAS LAW
SCHOOL FOUNDATION

By _____
KRAFT EIDMAN
President

THE UNIVERSITY OF TEXAS AT AUSTIN

By _____
PETER T. FLAWN
President

8. U. T. Austin: Approval of Amendment No. 1 to the Agreement with Southwest Texas Public Broadcasting Council (Licensee for KLRN/KLRU Public Television Station) Adopted on December 7, 1979. -- Approval was given to Amendment No. 1 (Pages 19-23) to the agreement by and between the Board of Regents of The University of Texas System, for and on behalf of The University of Texas at Austin, and the Southwest Texas Public Broadcasting Council (SWTPBC) (Licensee for KLRN/KLRU Public Television Station). The agreement, which was approved by the U. T. Board of Regents on December 7, 1979 and executed on December 12, 1979, provides for the lease of campus facilities for use by the KLRU public television station. The amendment accomplishes the following objectives:
- a. To reduce the actual space leased to SWTPBC under the agreement dated December 12, 1979;
 - b. To increase per square foot lease rates in order to reflect increased costs to the University;
 - c. To permit SWTPBC to pay its lease costs on a monthly, rather than a quarterly, basis; and
 - d. To designate the Associate Dean of the College of Communication as the individual at U. T. Austin responsible for scheduling use of shared space

AMENDMENT NUMBER ONE

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

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

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

NOW, THEREFORE, it is agreed as follows:

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

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

3. Article VI is amended as follows:

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

EXECUTED by the parties on the _____ day of _____, 1981.

ATTEST:

BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM

~~EVER~~ SECRETARY
ARTHUR H. DILLY

CHAIRMAN JAMES L. POWELL

ATTEST:

SOUTHWEST TEXAS PUBLIC BROADCASTING COUNCIL

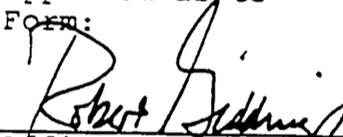
CHAIRMAN

PRESIDENT

Approved as to Content:


Chancellor of The University of Texas System

Approved as to Form:


Office of General Counsel

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

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

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

BALCONES RESEARCH CENTER

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

9. U. T. Austin - College of Fine Arts Foundation Advisory Council; Nominee. -- A nominee for membership on The University of Texas at Austin College of Fine Arts Foundation Advisory Council was approved for a term to expire in 1984. The name of the nominee will be reported for the record after he has been contacted and has accepted the appointment.

FILE NO. 11
DOCUMENT
REMARKS

10. U. T. Austin and U. T. Permian Basin: Approval to Move the Petroleum Extension Service (PETEX) from Odessa College to the Campus of U. T. Permian Basin. -- Approval was given to move the training installation operated by the Petroleum Extension Service (PETEX) which is part of the Division of Continuing Education at The University of Texas at Austin, from Odessa College to the campus of The University of Texas of the Permian Basin.

FILE NO. 11
DOCUMENT
REMARKS

It was noted that twenty acres of the U. T. Permian Basin campus would be designated for PETEX use; and subject to the required approval of the U. T. Board of Regents and the Coordinating Board, Texas College and University System, PETEX will construct a building to be funded solely from earned income and contributions from the petroleum industry and will place outdoor teaching equipment including a portable oil field with wellhead and processing equipment and a drilling platform on the site.

11. U. T. Dallas: Approval to Change the Name of Nonendowed Professorship from the Margaret McDermott Professorship to The Lloyd Viel Berkner Professorship. -- At the Board meeting on February 13, 1981, one of the three nonendowed professorships at The University of Texas at Dallas was named the Margaret McDermott Professorship. Subsequent to that action, Mrs. McDermott has asked that her name not be associated with this professorship. Without objection, this nonendowed professorship was renamed The Lloyd Viel Berkner Professorship in honor of Dr. Berkner, the first President of the Southwest Center for Advanced Studies (now U. T. Dallas).

(2) 12
FILE NO.
DOCUMENT
REMARKS

Based on Model (Non-Health Related)

12. U. T. El Paso: Affiliation Agreements with (a) Region XIX Education Service Center, El Paso, Texas, (b) Lutheran Social Service of Texas, Inc., El Paso, Texas, and (c) ETCOM, Inc., El Paso, Texas. -- Approval was given without objection to affiliation agreements by and between The University of Texas at El Paso and the following facilities. The agreements had been executed by the appropriate officials of the institution and facility on the dates indicated below to be effective upon approval by the U. T. Board of Regents:

FILE NO. 400
DOCUMENT
REMARKS

<u>Facility</u>	<u>Agreement Executed</u>
a. ✓ Region XIX Education Service Center El Paso, Texas	June 17, 1981
b. ✓ Lutheran Social Service of Texas, Inc. El Paso, Texas	June 26, 1981

The foregoing agreements will provide training opportunities for students in U. T. El Paso's social work program.

c. ✓ ETCOM, Inc.
El Paso, Texas

August 28, 1981

This agreement will provide training opportunities for mass communication students at U. T. El Paso.

These agreements follow the format for affiliation agreements for educational experiences in non-health related programs approved by the U. T. Board of Regents on October 24, 1980.

13. U. T. El Paso - Development Board: Nominee. --A nominee for membership on The University of Texas at El Paso Development Board for a term to expire in 1984 was approved without objection. The name of the nominee will be reported for the record after he has been contacted and has accepted the appointment.

14. U. T. San Antonio: Intercollegiate Athletics Donor Plan. --Unanimous approval was given to the following Intercollegiate Athletics Donor Plan for The University of Texas at San Antonio:

Founders Club - \$1,000 Annual Contribution

- a. Four season tickets for the basketball games
- b. Option to purchase additional season tickets for adjoining seats
- c. Donor's picture displayed in the lobby of the Convocation Center and becomes permanent after five years
- d. Donor's name inscribed on a plaque to be displayed in the Office of the Department of Intercollegiate Athletics
- e. Complimentary special parking for all basketball games
- f. Recognition in game programs
- g. Access to hospitality room at game times
- h. Periodic mailings
- i. Athletic team schedules
- j. Membership certificate
- k. Car decal

Roadrunner Club - \$250 Annual Contribution

- a. First priority on seat selection if season tickets are purchased (Maximum of four tickets)
- b. Special parking for on-campus basketball games
- c. Recognition in game programs
- d. Access to hospitality room at game times

FILE NO. 13
DOCUMENT
REMARKS

FILE NO. 15
DOCUMENT
REMARKS

- e. Periodic mailings
- f. Athletic team schedules
- g. Membership certificate
- h. Membership card
- i. Car decal

Century Club - \$100 Annual Contribution

- a. Second priority on seat selection if season tickets are purchased (Maximum of two tickets)
- b. Recognition in game programs
- c. Periodic mailings
- d. Athletic team schedules
- e. Membership certificate
- f. Car decal

It was noted that funds contributed will provide supplemental funding to support scholarships and other needs for all sports in the inter-collegiate athletics program.

REPORT OF BUILDINGS AND GROUNDS COMMITTEE (Pages 26-46). -- Committee Chairman Richards filed the following report of the Buildings and Grounds Committee stating that all actions had been taken in open session on Thursday (October 8) except for the action on Item No. 19 which was taken in open session on Friday (October 9) and is herewith incorporated in this report. He stated that all items were approved unanimously unless otherwise indicated. The report was adopted without objection:

Report

1. U. T. System (University Lands) - Addition to Hal P. Bybee Building, Midland, Texas: Appointment of Committee to Award Construction Contract and Additional Appropriation Therefor. -- In order to consider the bids that were received on October 1, 1981, for the Addition to the Hal P. Bybee Building, Midland, Texas, the Buildings and Grounds Committee without objection:
 - a. Appointed a Committee consisting of Committee Chairman Richards, Regent Milburn, Regent Newton, Chancellor Walker, and Director Kristoferson to award a construction contract within available funds, for the Addition to the Hal P. Bybee Building, Midland, Texas
 - b. Appropriated additional funds in the amount of \$125,000 from the Available University Fund to provide for the estimated total project cost of \$130,000, \$5,000 having been previously appropriated from the same source

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

2. U. T. Arlington - Student Housing Phase II: Report of Feasibility Study. --With the aid of slides, Mr. Preston Geren, representing the Project Architect, Geren Associates, Fort Worth, Texas, presented a report on the feasibility study for Student Housing Phase II at The University of Texas at Arlington.

Following a detailed discussion of the cost estimates for this project, Regent Hay moved that the concept as presented in the feasibility study be approved, but specified an estimated total project cost not to exceed \$10,500,000 plus an amount equal to the rate of inflation as measured by the Consumer Price Index to the date of bid. Regent Briscoe seconded the motion which prevailed by unanimous vote. This action by the Committee will allow U. T. Arlington to pursue methods and/or sources of financing for the project.

It was noted that the report proposed construction of a six-level facility of approximately 155,000 square feet of space to house approximately 600 students. The report also proposed a site located in the block immediately west of the Initial Phase of Student Housing being bounded by West Second Street on the north, Summit Avenue on the west, Fourth Street on the south and Shady Lane on the east.

When the method of financing is determined, a request for project authorization will be submitted to the Board for consideration at a future meeting.

3. U. T. Arlington - ^{Outdoor + Indoor} Renovation of Existing Indoor and Outdoor Swimming Pools: Authorization for Project, Appointment of Love, Friberg and Associates, Inc., Fort Worth, Texas, Project Engineer to Prepare Final Plans, Submission of Project to Coordinating Board and Appropriation Therefor. --It was reported that because of water leakage at both the 25-yard indoor and the 50-meter outdoor swimming pools at The University of Texas at Arlington, an engineering consultant was retained in compliance with the Regents' Rules and Regulations, Part Two, Chapter VIII, Section 5 to assess the problem.

The consultant recommended that both pools be completely renovated and the Buildings and Grounds Committee without objection:

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

Upon motion duly made and seconded, and without objection, the firm of Love, Friberg and Associates, Inc., Fort Worth, Texas, was appointed Project Engineer to prepare final plans which will be presented for consideration at a future Board meeting.

It was noted that the renovation is to include replacement of existing gutter supply and vacuum piping systems with new piping located and installed in a new 4' x 4' crawl-through piping tunnel; removal of all existing filtering systems, pumps, piping, heat exchangers, valves, fittings, chemical treatment systems and other related equipment and replacement with new piping and equipment.

4. U. T. Arlington: Two Easements Granted to the City of Arlington for Public Utilities. -- Without objection, the Buildings and Grounds Committee granted two easements to the City of Arlington for underground public utility distribution lines on the campus of The University of Texas at Arlington as set forth on Pages 28-32 .

One easement is 5' wide and will run parallel to an existing 5' wide easement and the other is 10' wide and will be an extension of the existing sewer easement for the purpose of increasing utility services to accommodate future U. T. Arlington needs as well as other city customers in the area. Both easements generally follow the west curb of Pecan Street beginning on the north at Border Street and running south 483.0 feet and contain 3,915 square feet of land.

EASEMENT FOR UNDERGROUND UTILITIES

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

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

BEING a 10 foot wide utility easement across the East side of Lots 64, 65, 66, 67, 68, and 69, Block 8, Ditto and Collins Addition to the City of Arlington, Tarrant County, Texas, conveyed to The University of Texas at Arlington

Board of Regents by deeds recorded in Volume 5417, Page 507, Volume 4574, Page 85, and Volume 4925, Page 111, Deed Records of Tarrant County, Texas, the centerline of said 10 foot utility easement being described as follows:

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

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

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

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

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

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

ATTEST:

BOARD OF REGENTS OF THE
UNIVERSITY OF TEXAS SYSTEM

Arthur H. Dilly
Executive Secretary

By: _____
JAMES L. POWELL, Chairman

Approved as to Form:

Approved as to Content:

Richard Shuman
University Attorney

Joe Powell

THE STATE OF TEXAS §
 §
 COUNTY OF TRAVIS §

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

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

 Notary Public in and for
 Travis County, Texas

My commission expires:

EASEMENT FOR UNDERGROUND UTILITIES

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

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

BEING a 5 foot wide utility easement across the West side of Lots 1, 2, 3, and the North 1/2 of 4, Block 1, Ditto and

Collins Addition to the City of Arlington, Tarrant County, Texas, conveyed to The University of Texas at Arlington Board of Regents by deeds recorded in Volume 6138, Page 598, Volume 6773, Page 1665, and Volume 6154, Page 938, Deed Records of Tarrant County, Texas, the centerline of said 5 foot utility easement being described as follows:

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

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

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

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

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

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

ATTEST:

BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM

Arthur H. Dilly
Executive Secretary

By: JAMES L. POWELL, Chairman

Approved as to Form:

Approved as to Content:

Edward J. Shuman
University Attorney

James L. Powell

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

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

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

Notary Public in and for
Travis County, Texas

My commission expires:

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5. U. T. Austin - Balcones Research Center - Initial Phase Development: Authorization for Project; Appointment of Page Southerland Page, Austin, Texas, Project Architect for Site Development and Utility Distribution, Together with a Combined Facility for the Center for Electromechanics and the Center for Energy Studies; Barnes Landes Goodman Youngblood, Austin, Texas, Project Architect for Facilities for the Bureau of Economic Geology and Wilson Stoeltje Martin, Austin, Texas, Project Architect for the Commons and the Services Center; Each Project Architect to Prepare Preliminary Plans and Cost Estimates; and Appropriation Therefor. -- The members of the Buildings and Grounds Committee had been furnished copies of the project analysis and evaluation of the proposed initial phase development at the Balcones Research Center of The University of Texas at Austin that had been prepared by the Consulting Architect, the White Budd VanNess Partnership, Houston and Beaumont, Texas, prior to the Committee meeting.

The Buildings and Grounds Committee without objection:

- a. Approved in principle the design concept and scope of the initial phase development at the Balcones Research Center presented in the project analysis prepared by the White Budd VanNess Partnership
- b. Appropriated \$750,000 from the Available University Fund for fees and related project expenses through completion of preliminary plans

Upon motion of Regent Milburn, duly seconded, and without objection, the three firms listed below were appointed Project Architects to prepare preliminary plans and cost estimates. Each project will be presented for consideration at a future Board meeting:

- ✓ Page Southerland Page, Austin, Texas, for site development and utility distribution, together with a combined facility for the Center for Electromechanics and the Center for Energy Studies
- ✓ Barnes Landes Goodman Youngblood, Austin, Texas, for facilities for the Bureau of Economic Geology
- ✓ Wilson Stoeltje Martin, Austin, Texas, for the Commons and the Services Center

It was noted that the initial phase development is as follows:

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

6. U. T. Austin - Biological Laboratories Building - Facilities Improvements for the Department of Botany: Authorization for Project, Appointment of Dahl/Braden/Chapman, Inc., Dallas, Texas, Project Architect to Prepare Preliminary Plans and Appropriation Therefor. --In order to help relieve the space deficiencies in the Department of Botany at The University of Texas at Austin, the Buildings and Grounds Committee unanimously:

- a. Authorized renovation of the Biological Laboratories Building at an estimated construction cost of \$7,000,000 (without escalation)
- b. Appropriated \$90,000 from the Available University Fund for fees and related project expenses through completion of preliminary plans

Upon motion of Regent Powell, duly seconded, and without objection, the firm of Dahl/Braden/Chapman, Inc., Dallas, Texas, was appointed Project Architect with authorization to prepare preliminary plans and a detailed cost estimate which will be presented for consideration at a future Board meeting.

It was noted that the architect will also assist in the assessment of possible use of adjacent buildings to resolve the space problem of the Department of Botany as opposed to the possible construction of an addition to the Biological Laboratories Building on the present site of the Biological Greenhouse across from Hogg Memorial Auditorium.

7. U. T. Austin - College of Business Administration and Graduate School of Business - Phase I University Teaching Center: Approval of Final Plans and Authorization to Advertise for Bids. -- With respect to the Phase I University Teaching Center for the College of Business Administration and Graduate School of Business at The University of Texas at Austin, the Buildings and Grounds Committee unanimously:
- a. Approved the final plans and specifications for the Phase I University Teaching Center at an estimated project cost of \$18,920,000 exclusive of electronic media equipment
 - b. Authorized the Office of Facilities Planning and Construction to advertise for bids which will be presented at a future Board meeting for consideration
8. U. T. Austin - College of Business Administration and Graduate School of Business - Phase II: Authorization for Project, Appointment of Graeber, Simmons & Cowan, Austin, Texas, Project Architect to Prepare Preliminary Plans and Appropriation Therefor. -- As a further step toward the improvement of facilities for the College of Business Administration and Graduate School of Business at The University of Texas at Austin, the Buildings and Grounds Committee without objection:
- a. Authorized construction of Phase II - College of Business Administration and Graduate School of Business at the estimated current construction cost of \$13,600,000
 - b. Appropriated \$175,000 from the Available University Fund for fees and related expenses through completion of preliminary plans

Upon motion of Regent Newton, duly seconded, and without objection, the firm of Graeber, Simmons & Cowan, Austin, Texas, was appointed Project Architect to prepare preliminary plans and cost estimates to be presented at a future Board meeting for consideration.

It was noted that Phase II will include renovation of the Business Economics Building and Business Economics Office Building, an addition of approximately 18,000 gross square feet to the Business Economics Building and minor remodeling in several areas of the Graduate School of Business Building. The total area of the buildings and addition will be 399,963 gross square feet but substantial portions of the Graduate School of Business Building (146,763 gross square feet) will not be involved.

9. U. T. Austin - Little Campus Buildings: Report of Revised Preliminary Cost Estimate for Building C and Revised Feasibility Study and Cost Estimate for Building H; Authorization to Prepare Revised Preliminary Plans for Building C and Preliminary Plans for Building H; Building C Named The Arno Nowotny Building; and Additional Appropriation Therefor. -- Pursuant to authorization given at the October 24, 1980, Board meeting, Mr. Overton Shelmire and Mr. Spencer Johnson, representing the Project Architect, Beran and Shelmire, Dallas, Texas, for the Little Campus Buildings at The University of Texas at Austin, presented the revised preliminary cost estimate for Building C to reflect its use as a Visitors

Information Center rather than as museum space and reported on the feasibility study and cost estimate for the renovation of Building H to house an Admissions Center and an Employee Relations Center. The Project Architect also presented the revised site development plans designed to compliment and enhance the two buildings.

Following this report and a discussion relating thereto, the Buildings and Grounds Committee without objection:

- a. Upon a motion duly made and seconded by Regent Newton, received the report of (1) the revision to the previously approved preliminary cost estimate for Building C and (2) the revised Feasibility Study and Cost Estimate for Building H; at a combined estimated total project cost of \$3,200,000 including appropriate food service support facilities in both buildings and delaying approval of site development
- b. Authorized the Project Architect to prepare (1) revised preliminary plans for Building C and (2) preliminary plans for Building H
- c. Appropriated \$30,000 from the Available University Fund for fees and related project expenses through completion of preliminary plans, \$36,500 having been previously appropriated from Interest on Bond proceeds, and \$40,000 having been previously appropriated from the Available University Fund

Subject to final project approval, Regent Blumberg moved that Part One, Chapter VIII, Section 1.1 of the Regents' Rules and Regulations be waived, and that Building C of the Little Campus at The University of Texas at Austin be named The Arno Nowotny Building in recognition of the lifetime of devoted service given to the University by Dean Nowotny as a student, as a respected and talented Dean and as Dean Emeritus. This motion was seconded by Regent Powell and approved by acclamation.

10. U. T. Austin - Memorial Stadium/Bellmont Hall - 9th Level Improvements: Approval of Final Plans and Authorization to Advertise for Bids Subject to Coordinating Board Approval. --
The final plans and specifications for the 9th Level Improvements in Memorial Stadium/Bellmont Hall at The University of Texas at Austin had been prepared by the Project Architect, O'Connell, Probst and Grobe, Inc., Austin, Texas. The Buildings and Grounds Committee without objection:

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

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

It was further noted that authorization to submit this project to the Coordinating Board, Texas College and University System was given at the June 1981 meeting of the U. T. Board of Regents and it is scheduled to be considered by the Coordinating Board at its meeting on October 29-30, 1981.

11. U. T. Austin (Marine Science Institute at Port Aransas) - Auditorium: Approval of Final Plans and Authorization to Advertise for Bids Subject to Coordinating Board Approval. --The Project Architect, Rapp Fash Sundin, Inc., Houston and Galveston, Texas, had prepared the final plans and specifications for the Auditorium at The University of Texas Marine Science Institute at Port Aransas of The University of Texas at Austin. The Buildings and Grounds Committee without objection:

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

It was noted that the Coordinating Board, Texas College and University System is scheduled to consider this project at its meeting on October 29-30, 1981.

12. U. T. El Paso - Central Library: Approval of Preliminary Plans, Authorization to Prepare Final Plans and Additional Appropriation Therefor. --With respect to the preliminary plans and specifications for the new Central Library at The University of Texas at El Paso, the Buildings and Grounds Committee:

- a. Approved the preliminary plans and specifications for the new Central Library at an estimated total project cost of \$28,800,000
- b. Authorized the Project Architect to prepare final plans and specifications for consideration at a future Board meeting
- c. Appropriated additional funds in the amount of \$675,000 from proceeds of Permanent University Fund Bonds for fees and related project expenses through completion of final plans and specifications, \$290,000 having been previously appropriated from the same source

Regent Rhodes restated his position for the record that the building for the Central Library is too large for a school of this size.

13. U. T. San Antonio - Multidisciplinary Studies Building and Addition to Arts Building (Phase II Buildings): Award of Contracts for Furniture and Furnishings to Carpet Services, Inc., San Antonio, Texas, and E. G. Jenkins Company, Dallas, Texas. -- The Buildings and Grounds Committee reviewed the tabulation of bids received for the furniture and furnishings for the Multidisciplinary Studies Building and Addition to the Arts Building (Phase II Buildings) at The University of Texas at San Antonio. Although only one bid was received for Base Proposal "B" (Draperies and Blinds), it was less than the estimated cost; therefore, the Committee, without objection, awarded contracts to the lowest responsible bidders as follows:

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✓Carpet Services, Inc.,
San Antonio, Texas

Base Proposal "A" (Carpet) \$59,682.89

✓E. G. Jenkins Company,
Dallas, Texas

Base Proposal "B" (Draperies and Blinds) 18,294.00

Total Contract Awards \$77,976.89

14. U. T. Health Science Center - Dallas - Biomedical Research Building: Authorization for Project, Appointment of Harper Kemp Clutts & Parker, Dallas, Texas, Project Architect to Prepare Preliminary Plans and Appropriation Therefor. --In order to meet the space requirements for expanded research programs at The University of Texas Health Science Center at Dallas, the Buildings and Grounds Committee without objection:

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- a. Authorized design of a Biomedical Research Building at an estimated total project cost of \$16,100,000
- b. Appropriated \$160,000 from Unexpended Plant Funds for fees and related project expenses through completion of preliminary plans

Upon motion of Regent Hay, seconded by Regent Rhodes, and without objection, the firm of Harper Kemp Clutts & Parker, Dallas, Texas, was appointed Project Architect to prepare preliminary plans and a cost estimate to be presented to the Board for consideration at a future meeting.

15. U. T. Health Science Center - Dallas - Harry S. Moss Clinical Science Building, 9th Floor Addition: Approval of Preliminary Plans, Submission of Project to Coordinating Board, Authorization to Prepare Final Plans Subject to Coordinating Board Approval and Additional Appropriation Therefor. --The preliminary plans and specifications for the 9th Floor Addition to the Harry S. Moss Clinical Science Building at The University of Texas Health Science

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Center at Dallas had been prepared by the Project Architect, Fisher and Spillman Architects, Inc., Dallas, Texas. The Buildings and Grounds Committee without objection:

- a. Approved the preliminary plans and specifications for the 9th Floor Addition to the Harry S. Moss Clinical Science Building at an estimated total project cost of \$2, 800, 000
- b. Authorized the submission of the project to the Coordinating Board, Texas College and University System
- c. Subject to Coordinating Board approval, authorized the Project Architect to prepare final plans and specifications to be presented to the Board for consideration at a future meeting
- d. Appropriated additional funds in the amount of \$80, 000 from Unexpended Plant Funds for fees and related project expenses through completion of final plans and specifications, \$30, 000 having been previously appropriated from proceeds of Permanent University Fund Bonds

It was noted that this project will provide an animal surgical suite, animal holding rooms and high technology research laboratories requiring sophisticated construction methods and mechanical systems.

16. U. T. Galveston Medical Branch (U. T. Galveston Hospitals) - Ambulatory Care Center; Inscription on Plaque. -- The Buildings and Grounds Committee unanimously approved the inscription set forth below to be placed on the plaque for the Ambulatory Care Center at The University of Texas Medical Branch at Galveston. [This inscription follows the standard pattern approved by the U. T. Board of Regents on June 1, 1979.]

AMBULATORY CARE CENTER

1979

BOARD OF REGENTS

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

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

Page Southerland Page
 Project Architect

J. W. Bateson Company, Inc.
 Contractor

17. U. T. Galveston Medical Branch - Faculty/Staff Housing Study: Authorization to Conduct Study and to Employ Bond Consultant. -- 270
 President Levin reported on the growing housing shortage in Galveston due to conversion of apartments to condominiums which is beginning to affect middle income faculty and staff at The University of Texas Medical Branch at Galveston. Upon his recommendation, concurred in by the Office of the Chancellor, the Buildings and Grounds Committee without objection:

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

It was noted that this study will determine the economic feasibility of buying or building an apartment complex to meet faculty and staff housing needs.

18. U. T. Galveston Medical Branch - Building for School of Allied Health Sciences and School of Nursing: Approval of Preliminary Plans, Submission of Project to Coordinating Board, Authorization to Prepare Final Plans Subject to Coordinating Board Approval and Additional Appropriation Therefor. -- Dr. John Bruhn, Dean of the School of Allied Health Sciences at The University of Texas Medical Branch at Galveston, narrated a slide presentation depicting the existing conditions in the facilities currently being used by the School of Allied Health Sciences and the School of Nursing at The University of Texas Medical Branch at Galveston. Thereafter, Mr. Kenneth Bentsen, representing the Project Architect, Kenneth Bentsen and Associates, Houston, Texas, presented the preliminary plans for the Building for the School of Allied Health Sciences and School of Nursing at the U. T. Galveston Medical Branch. 270

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

- a. Approved the preliminary plans and specifications for the School of Allied Health Sciences and School of Nursing Building at an estimated total project cost of \$16,850,000
- b. Authorized submission of the project to the Coordinating Board, Texas College and University System
- c. Subject to Coordinating Board approval, authorized the Project Architect to prepare final plans and specifications for consideration of the Board at a future meeting
- d. Appropriated additional funds in the amount of \$475,000 from proceeds of Permanent University Fund Bonds for

fees and related project expenses through completion of final plans and specifications. \$200,000 having been previously appropriated from the same source

It was noted that this facility will contain approximately 150,000 gross square feet of space on four levels with the structural capacity for the addition of two floors. The building will include four lecture rooms (two seating 100 and two seating 75 persons), teaching laboratories and office space for administration, staff and faculty of both schools.

- 19. U. T. Health Science Center - Houston - Cyclotron Facility: Authorization for Project, Appointment of S. I. Morris - Aubry Architects, Houston, Texas, Project Architect to Prepare Preliminary Plans and Cost Estimate and Appropriation Therefor. --
The Buildings and Grounds Committee without objection:

200

- a. Authorized construction of a Cyclotron Facility at The University of Texas Health Science Center at Houston
- b. Appropriated \$150,000 from U. T. Health Science Center - Houston, Special Projects - Unallocated Account for fees and related project expenses through completion of preliminary plans

This Cyclotron Facility will house the previously authorized cyclotron and related computer, and will make possible the operation of the Positron Diagnostic and Research Center.

Upon motion of Regent Powell, seconded by Regent Blumberg, and without objection, the firm of S. I. Morris - Aubry Architects, Houston, Texas, was appointed Project Architect with authorization to prepare preliminary plans and a detailed cost estimate which will be presented for consideration at a future Board meeting.

See Page 231.

- 20. U. T. Cancer Center: Easements Granted to Houston Lighting and Power, Houston, Texas. --Without objection, the Buildings and Grounds Committee granted an easement set forth on Pages 41-43 to Houston Lighting and Power, Houston, Texas, for underground electrical distribution lines. The 10-foot wide by approximately 500-foot long easement runs from the Grant Substation along The University of Texas System Cancer Center property line at Brays Bayou.

400

EASEMENT FOR UNDERGROUND ELECTRICAL LINE

41

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

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

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

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

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

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

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

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

42

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

ATTEST:

BOARD OF REGENTS OF THE
UNIVERSITY OF TEXAS SYSTEM

Arthur H. Dilly
Executive Secretary

By: _____
JAMES L. POWELL, Chairman

Approved as to Form:

Approved as to Content:

Linwood Shivers
University Attorney

Joe C. Bayl

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

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

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

Notary Public in and for
Travis County, Texas

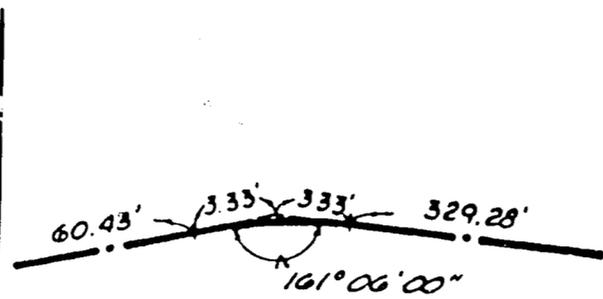
My commission expires:



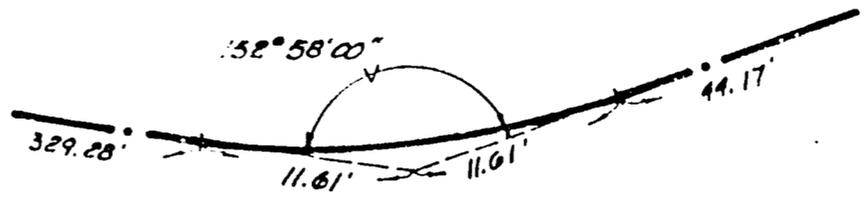
43

GRANT SUBSTATION

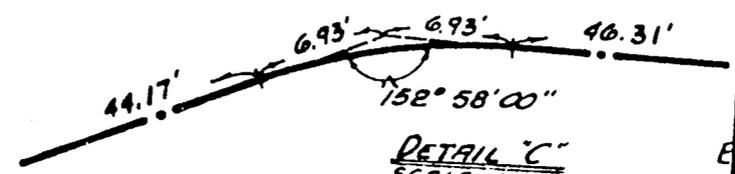
N 00° 23' 30" E (CB 11)



DETAIL "A"
SCALE: 1"=10'



DETAIL "B"
SCALE: 1"=10'



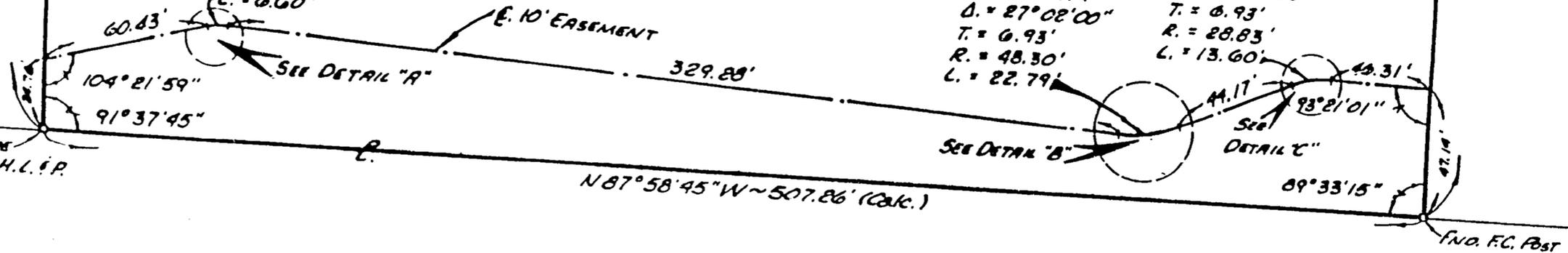
DETAIL "C"
SCALE: 1"=10'

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

CURVE DATA
Δ = 18° 54' 00"
T = 3.33'
R = 20.00'
L = 6.60'

CURVE DATA
Δ = 27° 02' 00"
T = 6.93'
R = 48.30'
L = 22.79'

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



Find 2" Pipe
F.C. Post - H.L. & P.

Find F.C. Post

BRAYS BAYOU

P. W. ROSE SURVEY A-645

NOTE
SCALE IN FEET
THE EXTENSIONS OF ALL EASEMENTS ARE TO INTERSECT WITH THE EXTENSIONS OF ALL ADJOINING EASEMENTS OR WITH ADJACENT

REVISIONS	NO. 1	NO. 2
JOB NO.		
REVISED BY		
DATE		

EASEMENT - UNOBSTRUCTED
COUNTY, HARRIS
DATE: May 2, 1991

HOUSTON LIGHTING & POWER CO.
HOUSTON, TEXAS
ENGINEERING DEPARTMENT

21. U. T. Cancer Center (U. T. Science Park) - Veterinary Resources Division at Bastrop - Livestock Clinic: Authorization for Project; Submission of Project to Coordinating Board; Completion of Plans and Specifications. Bid Advertisement and Contract Award by U. T. Cancer Center Administration Subject to Coordinating Board Approval and Appropriation Therefor. --In order to provide needed facilities for the humane treatment and medical management of livestock at The University of Texas System Cancer Center - U. T. Science Park - Veterinary Resources Division at Bastrop, the Buildings and Grounds Committee without objection:

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

It was noted that the building will contain approximately 7,450 square feet of space which will include remodeling of an existing building which contains 5,500 square feet and an expansion of that building of approximately 1,950 square feet.

22. U. T. Cancer Center (U. T. Science Park) - Veterinary Resources Division at Bastrop - Veterinary Pathology Building: Authorization for Project; Submission of Project to Coordinating Board; Completion of Plans and Specifications, Bid Advertisement and Contract Award by U. T. Cancer Center Administration Subject to Coordinating Board Approval and Appropriation Therefor. --In order to provide a clean, sanitary environment for the autopsy of domestic and laboratory animals on funded research projects at both the Veterinary Resources Division and the Research Division of the U. T. Science Park of The University of Texas System Cancer Center, the Buildings and Grounds Committee without objection:

- a. Authorized construction of a Veterinary Pathology Building at an estimated total project cost of \$300,000
- b. Authorized submission of the project to the Coordinating Board, Texas College and University System
- c. Authorized completion of plans and specifications and bid advertisement by U. T. Cancer Center Administration in consultation with the Office of Facilities Planning and Construction; and subject to Coordinating Board approval, award of a construction contract

- d. Appropriated \$188,340 from Account No. 187291 "Science Park Building Expansion" and \$111,660 from General Fund Unappropriated Balances for total project funding

This building will contain approximately 5,250 square feet of space and will provide refrigerated storage space, laboratory space, space for development and production of biologic products currently being produced for many medical facilities including components of the U. T. System.

23. U. T. Health Center - Tyler - Hospital Expansion: Inscriptions on Two Plaques. --When the East Texas Chest Hospital (now The University of Texas Health Center at Tyler) was transferred from the Texas Board of Health Resources to the Board of Regents of The University of Texas System in 1977, the hospital expansion was already under construction. Therefore, the Buildings and Grounds Committee without objection:

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

THE UNIVERSITY OF TEXAS HEALTH CENTER AT TYLER HOSPITAL

1977

BOARD OF REGENTS

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

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

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

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

- b. Approved the inscription as set out on Page 46 for a plaque to be placed on the new facility in recognition of the original State authorization for the project.

ADDITIONS AND ALTERATIONS EAST TEXAS CHEST HOSPITAL

1976

BOARD OF HEALTH RESOURCES

Robert D. Moreton, M.D., Chairman	Fratris L. Duff, M.D.
William J. Foran, Vice-Chairman	Director, Texas Department of Health Resources
Royce E. Wisenbaker, Secretary	George A. Hurst, M.D.
N. L. Barker, Jr., M.D.	Superintendent, East Texas Chest Hospital
Roderic M. Bell	
Johnnie Benson	
H. Eugene Brown, D.O.	Page Southerland Page
Charles Max Cole, M.D.	Geren Associates
Francis A. Conley, D.D.S.	Golemon & Rolfe
William J. Edwards, R. Ph.	Project Architect
Sterling H. Fly, Jr., M.D.	Allen M. Campbell Company
Raymond G. Garrett, D.V.M.	General Contractors, Inc.
Bob D. Glaze, D.C.	Contractor
Blanchard T. Hollins, M.D.	
Donald A. Horn	State Building Commission
Maria LaMantia, R.N.	Knox W. Davis
Philip Lewis, O.D.	Director

REPORT OF HEALTH AFFAIRS COMMITTEE (Pages 46-84). -- Committee Chairman Newton filed the following report of the Health Affairs Committee stating that all actions had been taken in open session and that all were approved unanimously unless otherwise indicated. The report set out below was adopted without objection:

ReportBased on Model

1. U. T. Arlington: Affiliation Agreement with Women's Haven of Tarrant County, Inc., Fort Worth, Texas. -- An affiliation agreement by and between The University of Texas at Arlington and Women's Haven of Tarrant County, Inc., Fort Worth, Texas, was approved without objection. The agreement, executed by the appropriate officials of the institution and facility on August 6, 1981, to be effective upon approval by the U. T. Board of Regents, will provide training opportunities for nursing students at U. T. Arlington. 400 ✓

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

- 47
2. U. T. Health Science Center - Dallas (U. T. Southwestern Medical School - Dallas): Appointment of (a) Eugene P. Frenkel, M.D., to the Emma Freeman Professorship for Irradiation Research; (b) Louis M. Buja, M.D., to the A. J. Gill Professorship of Pathology; and (c) James W. Gilliam, M.D., to the J. B. Shelmire Professorship in Dermatology Effective September 1, 1981. -- By separate motions and without objection, approval was given to appoint the following at the U. T. Southwestern Medical School - Dallas of The University of Texas Health Science Center at Dallas effective September 1, 1981:
- a. Eugene P. Frenkel, M.D., Professor of Internal Medicine and Professor of Radiology, to the Emma Freeman Professorship for Irradiation Research
 - b. Louis M. Buja, M.D., Professor of Pathology, the first holder of the A. J. Gill Professorship of Pathology for a period of seven years
 - c. James W. Gilliam, M.D., Chairman of the Division of Dermatology and Professor of Internal Medicine, to the J. B. Shelmire Professorship in Dermatology

(3)
1073

3. U. T. Health Science Center - Dallas: Affiliation Agreement with Methodist Hospitals of Dallas, Dallas, Texas. -- Without objection, approval was given to an affiliation agreement by and between The University of Texas Health Science Center at Dallas and Methodist Hospitals of Dallas, Dallas, Texas. The agreement, which had been executed by the appropriate officials of the institution and facility to be effective upon approval by the U. T. Board of Regents, will provide health care related educational experiences for the students of the U. T. Health Science Center - Dallas.

Based on Model

407 ✓

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

4. U. T. Health Science Center - Dallas (U. T. Southwestern Medical School - Dallas): Affiliation Agreement with Texas Scottish Rite Hospital for Crippled Children, Dallas, Texas. -- The affiliation agreement set out on Pages 48-54 by and between The University of Texas Health Science Center at Dallas and the Texas Scottish Rite Hospital for Crippled Children, Dallas, Texas, was approved without objection. The agreement, executed by the appropriate officials of the institution and the facility to be effective upon approval by the U. T. Board of Regents, will provide health care related educational experience for faculty and students in the U. T. Southwestern Medical School - Dallas.

400 ✓

AFFILIATION AGREEMENT

STATE OF TEXAS ;

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DALLAS ;

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

Purpose of Affiliation Agreement

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

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

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

St. Paul Hospital; Parkland Memorial Hospital; Baylor University Medical Center; Methodist Hospital of Dallas;

Presbyterian Medical Center; The Children's Medical Center; The Dallas Veterans Administration Hospital; Timberlawn Sanitarium; The U. S. Public Health Service Hospital; The John Peter Smith Hospital in Fort Worth; and The Terrell State Hospital in Terrell.

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

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

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

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

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

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

- (1) The desire to coordinate all medical care resources in the field of said orthopedic health care to children in need of such services;
- (2) A desire and intent to develop an agreement that will encourage and use, in future years, the strength of both institutions to the maximum extent consistent with the interest of each; and,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXECUTED BY THE PARTIES HERETO, this the ____ day of _____, A.D., 19__.

ATTEST:

Henry McCombs

FACILITY

by: Car. F. Chambers
President
Texas Scottish Rite Hospital
for Crippled Children

UNIVERSITY

by: Paul W. Morgan
President
The University of Texas Health Science
Center at Dallas

FORM APPROVED:

M. J. [Signature]
General Counsel
The University of Texas System

CONTENT APPROVED:

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

[Signature]
Chancellor
The University of Texas System

ATTEST:

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

THE BOARD OF REGENTS OF THE
UNIVERSITY OF TEXAS SYSTEM

by: _____
Chairman, Board of Regents
The University of Texas System
JAMES L. POWELL

- 5. U. T. Health Science Center - Dallas (U. T. Southwestern Medical School - Dallas): Agreement with Trustees of the Harry S. Moss Trust for the Prevention and Cure of Heart Diseases (Supersedes Agreement Approved on February 13, 1976) and Approval of Guidelines for Operation of the Harry S. Moss Heart Center (Supersedes Guidelines Approved on July 29, 1977). -- In order to accept an increase in funding for the current fiscal year and over the next ten years from \$250,000 to \$750,000 a year for the Harry S. Moss Heart Center at the U. T. Southwestern Medical School - Dallas, unanimous approval was given to the new agreement set out on Pages 55-59 by and between the Board of Regents of The University of Texas System, for the use and benefit of The University of Texas Health Science Center at Dallas, and the Harry S. Moss Trust for the Prevention and Cure of Heart Diseases. This agreement supersedes the one approved by the U. T. Board of Regents on February 13, 1976 and executed on February 16, 1976.

440
 DOCUMENT
 FILED

In addition, approval was given to the new guidelines set forth on Pages 60-62 for operation of the Heart Center. These guidelines make non-substantive amendments to reflect the current organizational structure of the U. T. Health Science Center - Dallas and supersede those approved by the U. T. Board of Regents on July 29, 1977.

Both the new agreement and the guidelines will be effective upon approval by the U. T. Board of Regents and execution by the Trustees of the Harry S. Moss Trust for the Prevention and Cure of Heart Diseases.

AGREEMENT

STATE OF TEXAS §
 COUNTY OF DALLAS §

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

WITNESSETH:

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

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

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

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

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

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

1. Establishment of Center. There was established at The University of Texas Southwestern Medical School at Dallas the

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

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

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

4. Additional Grants and Gifts. Board may receive additional donations or contributions in cash or in other forms of property acceptable to Board. Each donation or contribution so

received shall provide additional support for the Harry S. Moss Heart Center of The University of Texas Southwestern Medical School in accordance with the terms of this Agreement. Such donations shall be consistent with the purpose of the Harry S. Moss Heart Center of The University of Texas Southwestern Medical School.

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

There shall also be an external Scientific Advisory Committee consisting of distinguished scholars and others interested in the programs contemplated, whose experience and judgment will be helpful in programming, planning, and conducting medical research. The members of this Committee shall be appointed by the President of The University of Texas Health Science Center at Dallas in consultation with the Trustees. The initial members of the Advisory Committee will be Dr. Eugene Braunweld, Professor of Medicine, Harvard Medical School, and Chairman of Medicine of the Peter Bent Brigham Hospital, Boston, Massachusetts; Dr. Donald Frederickson, former Director of the National Institutes of Health and a world figure in the field of Lipid Metabolism and Atherosclerosis; and, Dr. John Shepherd, Dean of the Mayo Medical School, past President of the American Heart Association, who has a distinguished record of investigation in the field of cardiovascular disease.

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

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

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

ATTEST:

BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM

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

By: JAMES L. POWELL, Chairman

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

Trustee

FIRST NATIONAL BANK IN DALLAS, TRUSTEE

By: Vice President - Trust

Approved as to Content:

Approved as to Form:


Chancellor


University Attorney

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

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

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

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

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

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

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

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

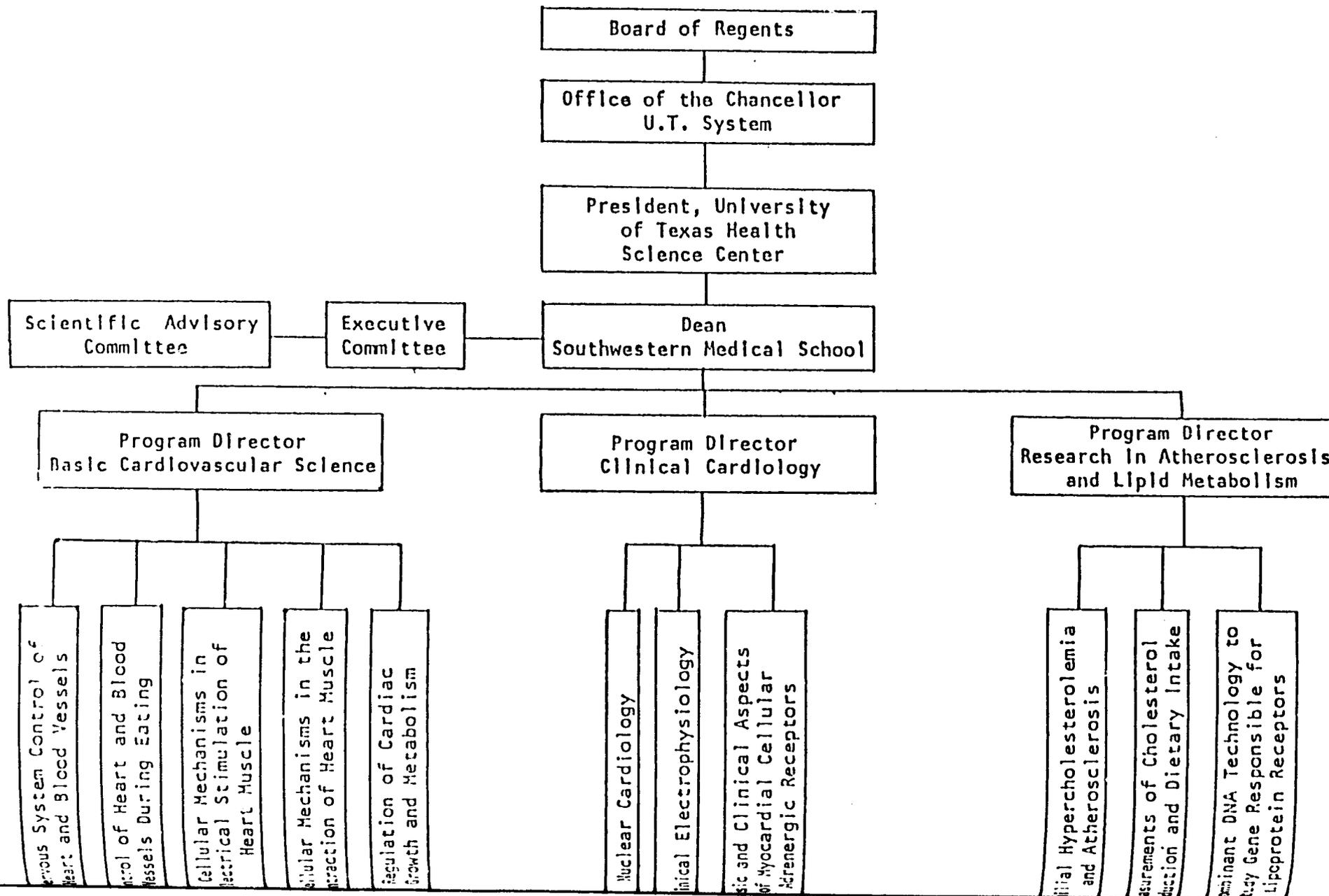
All of the professional members of the Harry S. Moss Heart Center shall have an appointment in one or more of the academic departments in The University of Texas Southwestern Medical School. New appointments and adjustment of salary levels shall be arranged through the appropriate department chairman.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

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

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

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

THE HARRY S. MOSS HEART CENTER
of
The University of Texas Southwestern Medical School



Program 63

- 6. U. T. Galveston Medical Branch: Acceptance of Grant from The Moody Foundation for the Purpose of Conducting a Feasibility Study to Explore the Need and to Implement the Planning for a Major Program in Rehabilitation and Restorative Medicine -- A grant of \$150,000 was gratefully accepted from The Moody Foundation, Galveston, Texas, for the purpose of conducting a feasibility study to explore the need for a major program in rehabilitation and restorative medicine and, if it is determined that The University of Texas Medical Branch at Galveston is the logical institution to establish this program, initiate the planning therefor. 6TG
17

Committee Chairman Newton and Regent Fly expressed their special appreciation to The Moody Foundation for making possible what may be a new dimension in the health care programs of the U. T. Galveston Medical Branch.

- 7. U. T. Galveston Medical Branch (U. T. Galveston Allied Health Sciences School): Approval to Consolidate the Department of Associated Health Occupations with the Department of Health Related Studies (Catalog Change). -- Approval was given without objection to consolidate the Department of Associated Health Occupations with the Department of Health Related Studies in The University of Texas School of Allied Health Sciences at Galveston. 17

It was noted that under this consolidation, the Department of Health Related Studies will consist of two divisions: (a) Health Related Professions will include four baccalaureate level programs currently in the Department of Health Related Studies and (b) Health Related Occupations will include six associate level programs previously in the Department of Associated Health Occupations. The change will not require additional expenditures above those currently available for the two existing departments.

The next appropriate catalog published will be amended to reflect this change.

- 8. U. T. Galveston Medical Branch (U. T. Galveston Hospitals): Research Affiliation Agreement with the John S. Dunn Research Foundation, Houston, Texas. -- The Research Affiliation Agreement set out on Pages 64-69 by and between The University of Texas Medical Branch at Galveston and the John S. Dunn Research Foundation, Houston, Texas, was approved without objection to be effective upon approval by the U. T. Board of Regents. This agreement will enable faculty in the Division of Orthopedic Surgery to develop an important new research program in the field of musculoskeletal neoplasms. 409 ✓

RESEARCH AFFILIATION AGREEMENT

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

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

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

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

4. The objectives of the Foundation are to employ the most talented and productive investigators available to engage

in research of their own choosing; to provide its investigators with maximum autonomy and freedom consistent with a cooperative research effort by the Foundation and the Hospital; and to maintain the identity of the Foundation in conducting joint research projects.

NOW, THEREFORE, it is mutually agreed as follows:

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

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

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

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

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

The Foundation and the Hospital shall freely exchange information, ideas and research results of joint projects. All activities conducted at the Hospital pursuant to this Agreement shall conform to the applicable policies of the Hospital, and the personnel of the Hospital assisting and collaborating in such medical research shall be responsible for obtaining appropriate

approval for such activities. The Hospital shall permit its personnel to assist in collaborating in medical research with the personnel of the Foundation, and the Foundation shall permit its personnel to assist in collaborating in medical research with the personnel of the Hospital. Any inventions or discoveries made during the course of research under this Agreement which may be patentable shall be treated in the manner prescribed in Appendix A attached hereto.

6. Period of agreement: This Agreement is for a period of five years from the effective date hereof and shall be automatically extended for additional five-year periods from and after the expiration of the first and each succeeding five-year period, unless six months or more prior to expiration of any five-year period either party shall give written notice to the other party that it has elected not to extend the term of this Agreement; provided, however, that either party may terminate this Agreement at any time by giving the other party six months' written notice of intention to terminate. Amendment of this Agreement shall be only in writing, signed and approved by each of the parties.

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

ATTEST:

JOHN S. DUNN RESEARCH FOUNDATION:

[Handwritten signature]

By: *[Handwritten signature]*
John S. Dunn, Sr.
Chairman, Board of Trustees

ATTEST:

THE UNIVERSITY OF TEXAS MEDICAL
BRANCH AT GALVESTON:

By: *[Handwritten signature]*
William C. Levin, M. D.
President

THE UNIVERSITY OF TEXAS SYSTEM:

FORM APPROVED:

By: M. Lynn Taylor
Office of General Counsel

CONTENT APPROVED:

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

E. D. Walker
E. D. Walker
Chancellor
The University of Texas System

THE BOARD OF REGENTS OF THE
UNIVERSITY OF TEXAS SYSTEM:

ATTEST:

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

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

APPENDIX A

INVENTIONS AND DISCOVERIES

1. Policy

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

2. Patents

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

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

3. Royalties

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

(b) The Hospital shall receive and disburse royalty income pursuant to subparagraph (a) above with respect to joint inventions of the Foundation and the Hospital and shall keep accurate records detailing the basis for such disbursements. The Hospital shall, before the end of the calendar quarter next succeeding the close of each fiscal year, provide a written report to the Foundation detailing royalty receipts and disbursements for the immediately preceding fiscal year and shall thereupon make the payments declared therein to be due.

4. Litigation

It may become necessary to enforce one or more of the patents obtained under Paragraph 2 above against infringers. In the event of a joint patent or invention, all costs of litigation, including attorney's fees, shall be deducted from any royalties received on the patent in suit before distribution in accordance with the provisions of Paragraph 3, subparagraph (a) above. If such costs exceed royalties, such costs shall be borne by the parties in proportion to their respective interests in the patent or invention.

Professorship (Nonendowed)

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9. U. T. Health Science Center - Houston: John Victor Olson, D.D.S., Appointed Ashbel Smith Professor Effective Immediately. -- Approval was given without objection to appoint John Victor Olson, D.D.S., Dean of the U. T. Dental Branch - Houston, the first Ashbel Smith Professor at The University of Texas Health Science Center at Houston effective immediately.

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See Page 199 .

Professorship in Medical Sciences

10. U. T. Health Science Center - Houston (U. T. Medical School - Houston): Dr. Ernst Knobil Appointed the H. Wayne Hightower Professor of Physiology Effective Immediately. -- Without objection, approval was given to appoint Dr. Ernst Knobil, Dean and Professor of Physiology at The University of Texas Medical School at Houston, the first H. Wayne Hightower Professor of Physiology effective immediately.

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In accordance with the provisions of this Professorship as authorized by the U. T. Board of Regents on August 14, 1981, the recipient preferred the use of the specific discipline in the title of the Professorship rather than the general designation of Professor of Medical Sciences.

11. U. T. Health Science Center - San Antonio: Memorandum of Affiliation with Veterans Administration Medical Center, Waco, Texas. -- The Memorandum of Affiliation set out on Pages 70-72 by and between The University of Texas Health Science Center at San Antonio and the Veterans Administration Medical Center, Waco, Texas, was approved without objection. The agreement, executed by the appropriate officials of the institution and the facility to be effective upon approval by the U. T. Board of Regents, will provide training opportunities for occupational therapy students in the U. T. School of Allied Health Sciences - San Antonio.

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MEMORANDUM OF AFFILIATION

BETWEEN

THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER
SAN ANTONIO, TEXAS

AND

THE VETERANS ADMINISTRATION MEDICAL CENTER
WACO, TEXAS

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

The faculty of The University of Texas Health Science Center will assume responsibility, in coordination with the VA staff, for the assignment of students. There

will be coordinated planning by the facility and the faculty members. While in the facility, students will be subject to VA rules and regulations.

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

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

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

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

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

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

Date Signed:

July 15, 1981

UNIVERSITY:

By:

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

ATTEST:

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

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

FORM APPROVED:

M. Lynn Taylor, Jr.
General Counsel for the System

CONTENT APPROVED:

Edith D. Miller
Chancellor of the System

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

Date Signed:

2/19/81

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

- 12. U. T. Health Science Center - San Antonio (U. T. Medical School - San Antonio): Affiliation Agreement with Saint Luke's Lutheran Hospital, San Antonio, Texas (Supersedes Agreement with Board of Trustees of Lutheran General Hospital Approved June 4, 1971).

(2) 409

Unanimous approval was given to the affiliation agreement set out on Pages 73-78 by and between The University of Texas Health Science Center at San Antonio and Saint Luke's Lutheran Hospital, San Antonio, Texas. This agreement, executed by the appropriate officials of the institution and facility on September 4, 1981, to be effective upon approval by the U. T. Board of Regents, will provide a clinical experience base for students and house staff in the U. T. Medical School - San Antonio.

This agreement supersedes the one approved by the U. T. Board of Regents on June 4, 1971 (executed on June 21, 1971) with the Board of Trustees of Lutheran General Hospital, San Antonio, Texas.

AFFILIATION AGREEMENT

THE STATE OF TEXAS

COUNTY OF BEXAR

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

WITNESSETH:

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

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

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

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

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

The purpose of this agreement is to establish a broad framework of insti-
 tutional policies to facilitate cooperation between the Medical School and the
 Hospital at the departmental or service level, or both. It is agreed that the
 initiative for establishing any departmental or service affiliation and working
 relationships, or both, will be vested in the respective department or service
 heads of the several departments or services, or both, of the Medical School and

corresponding chiefs of service of the Hospital staff. It is further understood that the individual departments or services, or both, of the Medical School or the Hospital may or may not establish affiliations, depending upon the needs and circumstances of the departments or services, or both, and subject to the appropriate action by the respective governing bodies of those institutions.

1. PROVISIONS FOR FACULTY APPOINTMENTS FOR HOSPITAL STAFF MEMBERS

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

(1) Unqualified Tenure Appointment:

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

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

(2) Qualified Tenure Appointment:

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

Under this agreement, the faculty member would receive a tenure guarantee covering a period of time to be agreed upon between the

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

(3) Hospital Staff Without Compensation:

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

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

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

3. COMPENSATION ARRANGEMENTS FOR FULL-TIME FACULTY

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

4. JOINT SPONSORSHIP OF RESEARCH ACTIVITIES

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

5. PROVISION FOR REVIEW OF RELATIONSHIP

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

6. JURISDICTIONAL POWERS

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

7. ADMISSION OF PATIENTS AND APPOINTMENTS TO TEACHING STAFF

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

8. CHANGES IN AGREEMENT AND DISSOLUTION

If any aspect of this agreement becomes unsatisfactory, a joint committee of appointed representatives of both institutions shall be responsible for discussing and resolving questions involved. If a change in the agreement is necessary, the committee shall make recommendations to the authorities at each institution. If problems develop that are serious, and that cannot be resolved, either party hereto shall have the right to terminate this agreement upon not less than six months

written notice to the other. The effective date of such dissolution shall be mutually agreed upon with adequate time to allow each institution to make necessary arrangements for an orderly transition. In the absence of such an agreement, however, the effective date of such dissolution or termination shall be six months after the receipt of such written notice.

9. TERM OF AGREEMENT

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 ten (10) years 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 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.

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

ATTEST:

FACILITY

W. L. ...
Witnessed 4/1/51

President, Board of Directors
Saint Lukes Lutheran Hospital

UNIVERSITY

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

FORM APPROVED:

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

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

[Signature]
Chancellor
The University of Texas System

THE BOARD OF REGENTS OF THE
UNIVERSITY OF TEXAS SYSTEM

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

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

Agreement

- 13. U. T. Cancer Center: Agreement with the Southern Medical Association, Birmingham, Alabama, to Fund and Operate the Dial Access Program. -- The agreement set out on Pages 79-84 by and between The University of Texas System Cancer Center and the Southern Medical Association, Birmingham, Alabama, was approved without objection to be effective upon approval by the U. T. Board of Regents.

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It was pointed out that for a number of years the U. T. Cancer Center operated a Dial Access Program which made tapes on a variety of cancer topics available to health professionals throughout the United States by means of a toll-free telephone service. Through the years the program had been funded from several grant sources which have now terminated. In order to continue this important service, the Southern Medical Association will fund and operate the Dial Access Program using the tapes which the U. T. Cancer Center produces as a part of its continuing education program.

Committee Chairman Newton commended President LeMaistre on his success in finding alternate funding for this most worthwhile project.

DIAL ACCESS PROGRAM AGREEMENT

State of Texas

KNOW ALL MEN BY THESE PRESENTS:

County of Harris

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

W I T N E S S E T H

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

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

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

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

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

1.
The parties agree to work jointly and cooperatively toward receiving A.M.A. continuing education credit for the S.M.A. Dial Access Program for physicians utilizing the Program.

2.

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

3.

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

4.

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

5.

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

6.

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

7.

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

8.

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

9.

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

10.

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

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

11.

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

12.

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

13.

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

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

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

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

14.

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

15.

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

16.

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

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

18.

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

ATTEST:

SMA

By: William J. Ranieri
Executive Vice President

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

UNIVERSITY

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

FORM APPROVED:

CONTENT APPROVED:

 General Counsel of The
 University of Texas System

Waverly B. Hardina
 Special Assistant to the Vice
 Chancellor for Health Affairs
 The University of Texas System

Ed [Signature]
 Chancellor
 The University of Texas System

ATTEST:

THE BOARD OF REGENTS OF THE
 UNIVERSITY OF TEXAS SYSTEM

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

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

REPORT OF LAND AND INVESTMENT COMMITTEE (Pages 84-114). --
 Committee Chairman Hay filed with the Executive Secretary the follow-
 ing report of the Land and Investment Committee stating that all items
 had been conducted in open session and were unanimously approved un-
 less 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 other-
 wise 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 or Special Fund.

I. PERMANENT UNIVERSITY FUND

A. INVESTMENT MATTERS

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

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

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

Number of Producing Acres - 463,715

Number of Producing Leases - 1,950

FILE NO. 1170
DOCUMENT
REMARKS

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1
85

2. Permanent University Fund: Approval of Investment Counseling Agreements with (a) Bernstein-Macaulay, Inc., New York, New York; (b) Alliance Capital Management Corporation, Chicago, Illinois; (c) Capital Guardian Trust Company, Los Angeles, California; and (d) Fayez Sarofim & Company, Houston, Texas. -- At its June 12, 1981 meeting, the Land and Investment Committee authorized Chancellor Walker and Committee Chairman Hay to negotiate with the firms listed below with a view toward employing them to manage the investment of portions of the Permanent University Fund and the Common Trust Fund.

Following an explanation by Committee Chairman Hay, unanimous approval was given to an Investment Counseling Agreement with the following four firms for the purpose of investing an equal share of \$160,000,000 of the Permanent University Fund and \$40,000,000 of the Common Trust Fund of The University of Texas System:

- a. Bernstein-Macaulay, Inc., New York, New York
- b. Alliance Capital Management Corporation, Chicago, Illinois
- c. Capital Guardian Trust Company, Los Angeles, California
- d. Fayez Sarofim & Company, Houston, Texas

The agreement with Bernstein-Macaulay, Inc., is set forth on Pages 86-99, and is identical with that approved for each of the four firms.

INVESTMENT COUNSELING AGREEMENT

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

1. Appointment as Investment Counselor. Board appoints Counselor to act as investment advisor and counselor as to certain assets which are enumerated on Exhibits "A" ("Fund I") and "B" ("Fund II") of this agreement, as well as all proceeds therefrom, earnings thereon, and such other assets as may be acquired with the proceeds or trading thereof. Counselor shall invest and reinvest such assets in such ways and at such times as

are believed to be in Board's best interests. Except as otherwise provided herein, Counselor shall treat such Funds as a discretionary account and shall have authority to act for Board for the purpose of placing orders to effect any purchase, sale, exchange, liquidation, or other investment of the assets in the Funds.

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

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

4. Execution of Orders. Unless otherwise specified in writing by Board to Counselor, all orders for transactions involving securities of the Funds shall be placed in such markets and through such brokers as shall offer the most favorable execution of each order, in Counselor's best judgment.

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

6. Custody of Assets. Nothing contained herein shall be deemed to authorize the Counselor to take or receive physical

possession of any of the assets for the Accounts, it being intended that sole responsibility for safekeeping thereof (in such investments as the Counselor may direct) and the consummation of all purchases, sales, deliveries, and investments made pursuant to the Counselor's direction shall rest upon the Board of Regents or its designated custodian.

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

- .50 of 1% on the first \$10,000,000.00 of assets
- .30 of 1% on the next \$20,000,000.00 of assets
- .20 of 1% on the next \$70,000,000.00 of assets
- .10 of 1% on assets over \$100,000,000.00.

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

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

8. Valuation. For the purposes of the fee calculation and valuation of the Funds on reports, the market value of the securities in the Funds shall be determined as of the close of business on the last business day of each calendar month as follows:

- a. listed securities shall be valued at the closing "composite price" as listed in the valuation date's edition of "The Wall Street Journal", or if no sale, at the last reported trade price on a national securities exchange;
- b. unlisted securities shall be valued at readily available market quotations which may be the "composite price" and shares or units held of any collective, commingled, or common trust fund shall be valued at the unit market value of the Funds coinciding with or next preceding the valuation day; and

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

9. Restrictions as to Investments. Fund I comprises assets constituting a part of the Permanent University Fund. There are certain Constitutional restrictions as well as restrictions imposed by Board's Rules and Regulations upon the investment of the Permanent University Fund. These restrictions are set out in Exhibits "C" and "D" attached hereto. Before placing any order for the purchase or sale of securities forming a part of Fund I, Counselor shall make inquiry of Board whether or not such contemplated purchase or sale, when combined with other current holdings of or transactions in the Permanent University Fund, would violate any such limitations. If not, Counselor may proceed to place such order. Although there are no Constitutional restrictions upon the investment of assets in Fund II, Board has imposed some restrictions thereon as set out in Exhibit "D". Board may, from time to time, impose other restrictions and limitations upon the investment of assets in both Fund I and Fund II, either by its Rules and Regulations or by communication directly with Counselor. However, no such restrictions and limitations shall be binding upon Counselor until written notice thereof has been sent to Counselor in the manner prescribed in Paragraph 11 of this agreement.

10. Term of Agreement; Amendments. Board and Counselor shall each indicate opposite their respective signatures below the date upon which each executes this agreement, and the latest such date shall be deemed the effective date hereof. Board may terminate this agreement at any time by written notice to Counselor, effective immediately upon communication. Counselor may terminate this agreement upon thirty (30) days' written

notice to Board. There shall be no penalty for termination, and the fee for the final period shall be adjusted proportionately.

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

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

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

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

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

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

Date: _____

BOARD OF REGENTS OF THE
UNIVERSITY OF TEXAS SYSTEM

By: _____
JAMES L. POWELL, Chairman

ATTEST:

Arthur H. Dilly
Executive Secretary

Date: _____

BERNSTEIN-MACAULAY, INC.

ATTEST:

By: _____

EXHIBIT "A" (list assets)

Texas Constitution, Article VII, Section 11

Permanent university fund; investment;
alternate sections of railroad grant

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

Texas Constitution, Article VII, Section 11a

Investment of Permanent University Fund

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

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

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

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

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

CHAPTER IX

MATTERS RELATING TO INVESTMENTS, TRUSTS, AND LANDS

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

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

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

Sec. 2. Investment Policy for PUF.

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

by private placement and not rated may be purchased if, in the opinion of the University's Investment Staff or Investment Counselor, they are of at least equal quality to publicly offered bonds and preferred stock eligible for purchase. Commercial Paper must be rated in the two highest quality classes by Moody's Investors Service, Inc. or Standard and Poor's Corporation to be eligible for purchase.

2.3 Diversification

- 2.31 Not more than 5% of the voting stock of any one (1) corporation shall be owned at any given time by the PUF.
- 2.32 Not more than 1% of the book value of the PUF shall be invested at any given time in securities issued by any one (1) corporation.

2.4 Standard of Care.

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

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

- 2.51 Exercise of or sale of stock rights is to be made at the discretion of the Chancellor, the Vice Chancellor for Business Affairs, or the Executive Director for Investments and Trusts. Stock rights which arise in connection with funds under control of an investment counselor shall be handled by that counselor in its discretion.
- 2.52 As a general rule, fractional shares received from stock dividends, etc., are to be sold. In each instance, the decision to round out fractional shares or to sell will be made by the Chancellor, the Vice Chancellor for Business Affairs, or the Executive Director for Investments and Trusts. Fractional shares which arise in connection with funds under control of an investment counselor shall be handled by that counselor in its discretion.
- 2.53 As a general rule, voting stocks held are to be voted by returning proxies to present management. When the Executive Director for Investments and Trusts determines that a vote with management would not be in the shareholder's best financial interest, or when a proposal under consideration is of a social nature, the matter will be referred to the Chancellor or, in his absence, to the Chairman of the Land and Investment Committee.

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

*Refers to the rule set out in the second paragraph of Article VII, Section 11a, Texas Constitution

(plus or minus the cash adjustments involved) shall be carried forward as the cost of the bonds or obligations acquired, even though the sale and purchase may be effected through different brokers. Such sales and purchases may be considered as exchanges provided there has been an improvement in book yield.

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

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

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

Sec. 3 Investment Policy for Trust and Special Funds.

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

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

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

Sec. 5. Staff Investment Committee.

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

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

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

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

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

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

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

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

B. LAND MATTERS

1. Easements and Surface Leases Nos. 5468-5502, Material Source Permits Nos. 612-613, Assignment of Leases Nos. 3918, 5143 and 3893 and Assignment of Grazing Lease No. 1146 and Flexible Grazing Lease No. 77. --Applications for Easements and Surface Leases Nos. 5468-5502, Material Source Permits Nos. 612-613, Assignment of Leases Nos. 3918, 5143 and 3893 and Assignment of Grazing Lease No. 1146 and Flexible Grazing Lease No. 77 that were recommended by the Vice Chancellor for Business Affairs were approved. All have been approved as to content by the appropriate officials. Payment for each has been received unless otherwise indicated, and each document is on the University's standard form when applicable and is at the standard rate effective August 1, 1979, (adopted June 1, 1979) for instruments effective prior to 9-1-81. Instruments effective 9-1-81 and thereafter are at the standard rate effective September 1, 1981 (adopted August 14, 1981), unless otherwise indicated.

a. Easements and Surface Leases Nos. 5468-5502

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REMARKS

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

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

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

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

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No.	Company	Type of Permit	County	Location (Block #)	Distance or Area	Period	Consideration
5484	El Paso Natural Gas Company (Renewal of 3318)	Pipe Line Gas Line	Andrews	1	6.42 rods of 4½"	8/1/81 7/31/91	\$200.00 (Minimum)
✓5485	Oasis Pipe Line Company (Renewal of 3310)	Pipe Line Gas Line	Pecos Crockett	18, 19, 21 23, 24 29,30, 31	11,914.2 rods of 36"	9/1/81 8/31/91	\$77,442.30
5486	Amoco Production Company, USA (Renewal of 3300)	Pipe Line Gas Line	Andrews	11	418.40 rods of 18-24"	9/1/81 8/31/91	\$2,301.20
✓5487	Amoco Production Company, USA (Renewal of 3301)	Pipe Line Gas Line	Andrews	13	221.9 rods of 6-5/8"	9/1/81 8/31/91	\$887.60
5488	El Paso Natural Gas Company (Renewal of 3255)	Pipe Line Gas Line	Crane	30	1,404.12 rods of 12-3/4"	9/1/81 8/31/91	\$7,722.66
-102- ✓5489	Mobil Producing Texas & New Mexico, Inc.	Pipe Line Gas Line	Ward	17	1,566.00 rods of 3"	7/1/81 6/30/91	\$5,481.00
✓5490	Exxon Corporation	Pipe Line Salt Water Line	Andrews	4	762.67 rods of 2"	7/1/81 6/30/91	\$2,669.35
✓5491	Wesco Pipe Line Company	Pipe Line Oil Line	Ward	18	1,667.93 rods of 4"	8/1/81 7/31/91	\$5,837.76
5492	Texas Oil & Gas Corporation	Pipe Line Water Line	Pecos	20	133.33 rods of 3½"	8/1/81 7/31/91	\$466.67
✓5493	Phillips Petroleum Company	Pipe Line Gas Line	Reagan	2	640.55 rods of 6-5/8"	8/1/81 7/31/91	\$2,241.93
5494	Texas Electric Service Company (Renewal of 3315 and 3316)	Power Line Distribution	Andrews	11, 13, 14, 10, 9	1,711.03 rods Single Pole	10/1/81 9/30/91	\$2,138.79

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

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

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b. Material Source Permit Nos. 612-613

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

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

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

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

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

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2. Permanent University Fund: Acceptance of Proposal of Booz, Allen and Hamilton, Inc., Management Consultants, Dallas, Texas, for Consulting Services to Assess the Economic Feasibility of Vineyard/Winery Development on University Lands in West Texas, and Appropriation Therefor. --At the August 14, 1981 Board meeting, Manager of University Lands - Surface Interests Billy Carr reported that proposals for consulting services to assess the economic feasibility of Vineyard/Winery development on University Lands in West Texas had been received. However, at that meeting, action was deferred in order to allow additional review and analysis by the Board.

Based on the evaluation of proposals received, the Land and Investment Committee without objection:

- a. Accepted the proposal of Booz, Allen and Hamilton, Inc., Management Consultants, Dallas, Texas, to assess the economic feasibility of Vineyard/Winery development on University Lands in West Texas
- b. Appropriated \$160,000 for payment of services under this proposal from the 1981-82 budgeted amount for Conservation and Land Utilization Projects for West Texas Lands

In response to an inquiry from Regent Milburn, Mr. Billy Carr reassured the Board that the feasibility study would include the market potential for table grapes and raisins as well as wine grapes. He also indicated that the feasibility study would identify alternative management patterns for any winery operation.

TRUST AND SPECIAL FUNDS

A. GIFTS, BEQUESTS AND ESTATES

1. U. T. System: Acceptance of Bequest from the Estate of Ruth H. Leavell, Houston, Texas, and Establishment of the Selden Leavell Endowed Scholarship. --Without objection, and with sincere appreciation, approval was given to accept a bequest in excess of \$200,000 from the estate of Ruth H. Leavell, Houston, Texas, and to establish the Selden Leavell Endowed Scholarship for The University of Texas System.

Terms of the Will as they pertain to the U. T. System under Article VI are as follow:

"I give devise and bequeath all the rest and residue of my estate ("Residuary Estate") to the Board of Regents of The University of Texas System to establish the Selden Leavell Endowed Scholarship for The University of Texas System in honor of my late husband who was a graduate of The University of Texas Law School. The recipients of these scholarships shall be chosen solely on the basis of proven academic achievement and financial need and shall be chosen by the Chancellor

of The University of Texas System or whomever the Chancellor shall designate. Recipients of these scholarships shall be chosen from the students of The University of Texas System and shall not be limited to students of any specific school, college or department."

It was noted that application to probate the Will has been submitted in Harris County, Texas, and the inventory of the estate is being prepared. Upon completion of administration of the estate, a final report will be submitted to the U. T. Board of Regents.

2. U. T. Austin: Acceptance of Gift from Mr. Malcolm D. Abel, Midland, Texas, and Establishment of the Malcolm Abel Centennial Endowed Scholarship in the Department of Petroleum Engineering. --Without objection, and with sincere appreciation, approval was given to accept a gift of \$10,000 from Mr. Malcolm D. Abel of Midland, Texas, and to establish the Malcolm Abel Centennial Endowed Scholarship in the Department of Petroleum Engineering at The University of Texas at Austin. 1000

The following requirements must be met by the recipient:

- a. The student must have a genuine need for financial assistance.
 - b. The student must possess a high degree of perseverance.
 - c. The student must be a believer in free enterprise.
 - d. Grades are not to be a determining factor in awarding the scholarship, other than U. T. Austin minimum requirements.
3. U. T. Austin: Establishment of the Dewitt C. Greer Professorship in Transportation Engineering in the College of Engineering and Eligibility for Matching Funds from The Centennial Teachers and Scholars Program--Without objection, approval was given to establish the Dewitt C. Greer Professorship in Transportation Engineering in the College of Engineering at The University of Texas at Austin. Funds in excess of \$50,000, which have been received from various donors, are available in the Dewitt C. Greer Fund current restricted account. The additional funding of \$50,000 will be completed in the next few months through contributions from friends of Professor Greer. (2)
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When this Professorship reaches \$100,000 it will be eligible for matching funds from The Centennial Teachers and Scholars Program. A recommendation for use of the matching allocation will be presented at a later date.

The Engineering Foundation will underwrite the \$100,000 commitment and will transfer the funds when the endowment is fully funded. The Engineering Foundation also agrees to underwrite the professorship holder's stipend of \$7,000 plus fringe benefits until the income earned supports the professorship.

See Page 12 for appointment to this professorship.

4. U. T. Austin: Acceptance of Gift and Pledge from the Celanese Corporation, New York, New York, and Establishment of the Hayden Head Professorship in the College of Engineering and Eligibility for Matching Funds from The Centennial Teachers and Scholars Program. -- Without objection, and with sincere appreciation, approval was given to accept a gift of \$40,000 and a pledge of \$60,000 from the Celanese Corporation of New York, New York, and to establish the Hayden Head Professorship in the College of Engineering at The University of Texas at Austin. The pledge will be fulfilled over the next two years.

(2) 6+9
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Upon completion of funding, this gift will be eligible for matching funds from The Centennial Teachers and Scholars Program. The donor and the individual being honored will be consulted and a recommendation for use of the matching allocation will be presented to the U. T. Board of Regents at a later date.

5. U. T. Austin: Acceptance of Gift from the Lyndon B. Johnson Foundation, Establishment of the Lyndon B. Johnson Chair in National Policy in the LBJ School of Public Affairs and Eligibility for Matching Funds from The Centennial Teachers and Scholars Program. -- Without objection, a \$500,000 gift was gratefully accepted from the Lyndon B. Johnson Foundation (an external foundation), and the Lyndon B. Johnson Chair in National Policy was established in the Lyndon B. Johnson School of Public Affairs at The University of Texas at Austin in accordance with the Regents' Rules and Regulations.

(2) 6+9
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Upon transfer to U. T. Austin of full funding for the Chair, this gift will be eligible for matching funds from The Centennial Teachers and Scholars Program. The Lyndon B. Johnson Foundation will be consulted and a recommendation for use of the matching allocation will be presented to the Board of Regents at a later date.

6. U. T. Austin: Establishment of the Herbert D. Kelleher Centennial Professorship in Business Law in the College of Business Administration and Graduate School of Business. -- At the request of The Business School Foundation (an external foundation), the Herbert D. Kelleher Centennial Professorship in Business Law in the College of Business Administration and Graduate School of Business at The University of Texas at Austin was established in accordance with the Regents' Rules and Regulations. This endowed academic position will be funded by The Business School Foundation and administered per the agreement with the Foundation.

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7. U. T. Austin: Approval to Rename the Vertebrate Paleontology Fund the Wann and Marietta Langston Research Fund in Vertebrate Paleontology in the Department of Geological Sciences. -- Without objection, approval was given to rename the Vertebrate Paleontology Fund, which was established on April 28, 1975, the Wann and Marietta Langston Research Fund in Vertebrate Paleontology in the Department of Geological Sciences at The University of Texas at Austin. This redesignation was requested by the Geology Foundation Advisory Council, the Chairman of the Department of Geological Sciences and the Dean of the College of Natural Sciences to honor Dr. and Mrs. Langston who are the major benefactors of the fund. (2) 1000
8. U. T. Austin: Acceptance of Gift from The Eugene McDermott Foundation, Dallas, Texas, and Establishment of the Eugene and Margaret McDermott Excellence Fund for the Study of American Architecture in the School of Architecture. -- Without objection, and with sincere appreciation, approval was given to accept a gift of \$10,000 from The Eugene McDermott Foundation, Dallas, Texas, and to establish the Eugene and Margaret McDermott Excellence Fund for the Study of American Architecture in the School of Architecture at The University of Texas at Austin. Income will be used to broaden and strengthen this academic program. 6+6 1000
9. U. T. Austin: Establishment of the College of Natural Sciences Foundation Advisory Council Teaching Excellence Award Fund. -- Upon the recommendation of President Flawn and the Office of the Chancellor, approval was given to establish the College of Natural Sciences Foundation Advisory Council Teaching Excellence Award Fund at The University of Texas at Austin with \$10,000 contributed for this purpose by members of the Natural Sciences Foundation Advisory Council. 1000

Income from the endowment will be used to make an annual award or awards to faculty of the College of Natural Sciences selected by the Advisory Council from nominations by students of the College in recognition of superior teaching at the undergraduate level. It is anticipated that awards will be \$1,000 each.

10. U. T. Austin: Establishment of the V. F. Neuhaus Centennial Professorship in Finance in the College of Business Administration and Graduate School of Business. -- At the request of The Business School Foundation (an external foundation) and upon the recommendation of President Flawn and the Office of the Chancellor, the V. F. Neuhaus Centennial Professorship in Finance was established in the College of Business Administration and Graduate School of Business at The University of Texas at Austin in accordance with the Regents' Rules and Regulations. This endowed academic position will be funded by The Business School Foundation and administered per the agreement with the Foundation. 1000

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11. U. T. Austin: Establishment of the Reed Rock Bit Company Endowed Presidential Scholarship in the College of Business Administration. --At the request of The Business School Foundation (an external foundation) and upon recommendation of President Flawn and the Office of the Chancellor, the Reed Rock Bit Company Endowed Presidential Scholarship was established in the College of Business Administration at The University of Texas at Austin in accordance with the Regents' Rules and Regulations. This scholarship endowment will be funded and administered by The Business School Foundation.

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It was noted that the scholarship stipend is for an upper-division undergraduate marketing major.

12. U. T. Austin: Acceptance of Gift from The Potts and Sibley Foundation, Midland, Texas, and Establishment of the Effie Potts Sibley Endowed Scholarship Fund in the Department of Music. --Without objection, and with sincere appreciation, approval was given to accept a gift of \$100,000 from The Potts and Sibley Foundation, Midland, Texas, and to establish the Effie Potts Sibley Endowed Scholarship Fund in the Department of Music at The University of Texas at Austin. Income from this endowment is to be used to award scholarships in the Department of Music.

G+G
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13. U. T. Austin: Establishment of the Bettie Margaret Smith Bequest Chair in Environmental Health Engineering in the College of Engineering. --Unanimous approval was given to establish the Bettie Margaret Smith Chair in Environmental Health Engineering in the College of Engineering at The University of Texas at Austin.

(2) 1000

Funding for this Chair will be provided by \$533,401 in proceeds from the sale of real property in the Estate of Bettie Margaret Smith as accepted by the U. T. Board of Regents at their meeting on June 12, 1981, and a partial distribution from the Estate of Bettie Margaret Smith of \$43,159 for total funding of \$576,560.

14. U. T. Austin: Acceptance of Pledge from Mr. and Mrs. Ralph Spence, Tyler, Texas, and Establishment of the Mary John and Ralph Spence Centennial Professorship in the College of Business Administration and the Graduate School of Business and Eligibility for Matching Funds from The Centennial Teachers and Scholars Program. --Without objection, and with sincere appreciation, approval was given to accept a pledge of \$100,000 from Mr. and Mrs. Ralph Spence, Tyler, Texas, and to establish the Mary John and Ralph Spence Centennial Professorship in the College of Business Administration and the Graduate School of Business at The University of Texas at Austin.

(2) G+G
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Upon completion of the funding, these funds will be eligible for matching from The Centennial Teachers and Scholars Program to establish a professorship in the College of Education to be named at a later date.

- 15. U. T. Austin: Acceptance of Bequest from the Estate of Miss Josleen Lockhart, Austin, Texas, and Establishment of the Josleen Lockhart Memorial Fund in the School of Social Work. -- Without objection, and with appreciation, approval was given to accept a bequest consisting of books and proceeds from the sale of jewelry from the estate of Miss Josleen Lockhart and to establish the Josleen Lockhart Memorial Fund in the School of Social Work at The University of Texas at Austin.

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Set out below is an excerpt from the Will as it pertains to U. T. Austin:

"A. I give and bequeath all of my professional books in the field of social work and social sciences to the Library at the School of Social Work of The University of Texas at Austin. I further direct that my executor hereinafter named, sell all of my jewelry and deliver the proceeds to the Endowed Memorial Fund at The University of Texas at Austin. The principal shall be retained in the fund forever. The income is to be used in perpetuity for the purchase of books in the social work area and placed in the Library of the School of Social Work of The University of Texas at Austin or any library unit of The University of Texas at Austin in the event the Library of the School of Social Work ceases to be in existence."

It was noted that proceeds received from the sale of the jewelry in the amount of \$3,510.80 and \$3,000 in funds and pledges held by the School of Social Work will be used to fund partially the endowment. Within the next two years additional gifts will be secured to raise the total endowment to \$10,000. Income from this endowment will be reinvested and the fund will not be activated until the fund has reached \$10,000.

- 16. U. T. Austin: Agreement by the U. T. Board of Regents to Become Successor Trustee of the J. Lassen Boysen Scholarship Trust and Authorization for Attorney General to Take Action to Accomplish Same. -- It was reported that by agreement dated December 28, 1959, Miss Helen M. I. Boysen created the J. Lassen Boysen Scholarship Trust for the benefit of the Department of Germanic Languages at The University of Texas at Austin with the Capital National Bank of Austin as Trustee. The agreement had no provision for the naming of a successor trustee. Benefits of the trust were accepted by the U. T. Board of Regents at their meeting on March 11, 1960. The trust corpus is approximately \$11,000 and a recent increase in the bank's trust management fee will consume a substantial portion of the earnings.

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Upon recommendation of President Flawn and the Office of the Chancellor and without objection, the U. T. Board of Regents consented to become Successor Trustee of the J. Lassen Boysen Scholarship Trust and the Attorney General was requested to take such action as deemed appropriate to accomplish this transfer.

It was noted that the Trust Department at Capital National Bank is in agreement with the transfer of trusteeship to The University of Texas System Board of Regents.

17. U. T. El Paso: Acceptance of Bequest from the Estate of Eric J. Bymark, El Paso, Texas, and Establishment of the Eric J. Bymark Memorial Endowment Fund for the Department of Athletics. -- Without objection, and with sincere appreciation, approval was given to accept a bequest of \$10,000 from the estate of Eric J. Bymark and to establish the Eric J. Bymark Memorial Endowment Fund for the Department of Athletics at The University of Texas at El Paso.

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Set out below is an excerpt from the Will as it pertains to U. T. El Paso:

"I give and bequeath the sum of Ten Thousand Dollars (\$10,000.00) to the UNIVERSITY OF TEXAS AT EL PASO to be used by it in development of its athletic department."

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

18. U. T. Health Science Center - San Antonio (U. T. Medical School - San Antonio): Acceptance of Bequest from the Estate of Mrs. Olga V. Bowen Striegler, San Antonio, Texas, and Establishment of the Bowen-Vogt Fund. -- Without objection, and with sincere appreciation, approval was given to accept a bequest of the residuary estate of Mrs. Olga V. Bowen Striegler, San Antonio, Texas, which is expected to exceed \$300,000, and to establish the Bowen-Vogt Fund at the U. T. Medical School - San Antonio of The University of Texas Health Science Center at San Antonio.

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Below is an excerpt from the Will as it pertains to the bequest:

"All of the rest, residue and remainder of my property and estate, of whatsoever nature and kind and wheresoever situated, both real property and personal property, shall pass to and become the property of the Board of Regents of The University of Texas for the exclusive use and benefit of The University of Texas - Texas Medical School at San Antonio, Texas. Such rest, residue and remainder shall be converted into a fund to be used for scholarship and strictly educational purposes, and such fund shall be known as the "Bowen-Vogt Fund (sic), with such fund being administered by said Board of Regents for scholarship and educational purposes as they may see fit and proper."

It was noted that The National Bank of Commerce of San Antonio is serving as Independent Executor of the estate as directed by the Will. A final report will be submitted when administration of the estate is completed.

19. U. T. Cancer Center (U. T. M. D. Anderson Hospital): Establishment of the Kelcie Margaret Kana Research Chair. -- Unanimous approval was given to establish the Kelcie Margaret Kana Research Chair at The University of Texas System Cancer Center. Funding of this chair will be provided by a previous gift of securities valued at \$712,000 from Mr. and Mrs. R. B. Trull, Palacios, Texas, which was reported to the U. T. Board of Regents at their meeting on June 12, 1981.

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It was noted that the donors expressed an interest in having this Chair support studies on immunology of leukemias.

20. U. T. Cancer Center (U. T. M. D. Anderson Hospital): Acceptance of Bequests from the Estate of Nadine Mansfield, Deerfield, Illinois, and Establishment of Memorials in Furtherance of Cancer Research for Irving and Nadine Mansfield and Robert David Levitt. -- Without objection, and with sincere appreciation, approval was given to accept testamentary bequests from the Estate of Nadine Mansfield, Deerfield, Illinois, of the benefits from two trusts created by her Will. Assets of the trusts are currently valued at \$368,000 with U. T. M. D. Anderson Hospital of The University of Texas System Cancer Center to receive distributions as follows: Estate 1000

- a. Nadine Mansfield Trust B - 25% of trust assets valued at \$168,000 for purpose stated in the following excerpt:

"The balance to UNIVERSITY OF TEXAS M. D. ANDERSON HOSPITAL AND TUMOR INSTITUTE AT HOUSTON, TEXAS, to be used by them to establish a suitable memorial for IRVING AND NADINE MANSFIELD and my deceased son, ROBERT DAVID LEVITT, in furtherance of cancer research."

- b. Nadine Mansfield Insurance Trust - 85% of trust assets valued at \$200,000 for purpose stated in the following excerpt:

"The balance to UNIVERSITY OF TEXAS M. D. ANDERSON HOSPITAL AND TUMOR INSTITUTE AT HOUSTON, TEXAS, to be used by them to establish a suitable memorial for IRVING AND NADINE MANSFIELD, in the furtherance of cancer research."

It was noted that the National Boulevard Bank of Chicago is serving as Trustee as prescribed by the decedent's Will. At such time as a determination of a suitable memorial has been made, it will be submitted to the U. T. Board of Regents for their consideration.

21. U. T. Health Center - Tyler: Establishment of the Doctor and Mrs. Sam Topperman Lectureship. -- Unanimous approval was given to establish the Doctor and Mrs. Sam Topperman Lectureship at The University of Texas Health Center at Tyler. The endowment is to be funded by a transfer of \$25,000 from Medical Service Research and Development Plan funds. 1000

It was noted that the Board of Directors of the Medical Service Research and Development Plan at the U. T. Health Center - Tyler has requested this lectureship in honor of Dr. Topperman.

B. REAL ESTATE MATTERS

1. U. T. System - W. C. Hogg Memorial Fund: Sale of 20,505 Square Feet of Land in the John Austin Survey, Houston, Harris County, Texas, to American General Life Insurance Company, Houston, Texas. -- Upon recommendation of the Office of the Chancellor, approval was given to sell 20,505 square feet of land in the John Austin Survey, Houston, Harris County, Texas, (W. C. Hogg Memorial Fund), to American General Life Insurance Company, Town House Property 1000

Houston, Texas, for a cash consideration of \$15.00 per square foot.

This land, when combined with an adjacent site already owned by American General Life Insurance Company, will enable that company to construct a 1000 car parking garage which will serve an office tower being constructed on a site leased from the U. T. Board of Regents.

2. U. T. System - W. C. Hogg Memorial Fund: Oil and Gas Lease to Sue-Ann Operating Company, Houston, Texas, Covering the University's Undivided Interest in 1/2 Acre Out of Lot 7, James S. Hogg Subdivision, Josiah H. Bell Survey, Brazoria County, Texas. --An oil and gas lease was granted to Sue-Ann Operating Company, Houston, Texas, covering the University's undivided interest in one-half acre out of Lot 7, James S. Hogg Subdivision, Josiah H. Bell Survey, Brazoria County, Texas, (W. C. Hogg Memorial Fund), for a paid-up term of three years, a royalty of 1/4 and a bonus of \$250. 1000 ✓
3. U. T. System - W. C. Hogg Memorial Fund: Oil and Gas Lease to J. D. Reynolds Company, Camden, Arkansas, Covering an Eighty-Acre Tract of Land in Section 11, Township 16 South, Range 17 West, Union County, Arkansas. -- An oil and gas lease was granted to J. D. Reynolds Company, Camden, Arkansas, covering an eighty-acre tract in Section 11, Township 16 South, Range 17 West, Union County, Arkansas, (W. C. Hogg Memorial Fund), for a paid-up term of three years, a royalty of 1/6, and a bonus of \$50.00 per acre. 1000 ✓
4. U. T. System and U. T. Austin - W. C. Hogg Memorial Fund: Sale of 4.2 Square Feet of Land in Block 80, S. S. B. B., Houston, Harris County, Texas, to 701 Main Street Associates, Houston, Texas. --Unanimous approval was given to sell approximately 4.2 square feet of land in Block 80, S.S.B.B., Houston, Harris County, Texas, (W. C. Hogg Memorial Fund), to 701 Main Street Associates, Houston, Texas, for a consideration of \$1,000 in order to resolve an encroachment. 1000
5. U. T. Austin (U. T. Marine Science Institute) - E. J. Lund Founder's Fund: Lease of Land Covering 11,236 Square Feet out of Lots 4, 5 and 6, Block 6, Original City of Austin, Travis County, Texas, to Classified Parking System, Inc., Austin, Texas. --Unanimous approval was given to grant a lease covering approximately 11,236 square feet out of Lots 4, 5 and 6, Block 6, Original City of Austin, Travis County, Texas, (E. J. Lund Founder's Fund), to Classified Parking System, Inc., Austin, Texas. This lease provides for a term of three years commencing November 1, 1981, at a rental of \$500.00 per month. The lease may be terminated by the Lessor on 90 days notice in the event of a sale or lease for purposes other than parking. 1000 ✓
6. U. T. El Paso - Frank B. Cotton Estate: Authorization to Correct Survey Problems in Hudspeth and Culberson Counties, Texas. --Unanimous approval was given for The University of Texas System to join in an effort to correct surveying problems now existing in Hudspeth and Culberson Counties, Texas, where lands belonging to the Frank B. Cotton Estate are located. Authorization was given to permit the Attorney General's Office to represent 1000

the Board of Regents of The University of Texas System in court, when necessary, to resolve the surveying and title problems involving the Cotton Estate lands in Hudspeth and Culberson Counties, Texas.

It was noted that the Cotton Estate lands, comprised of 36,363 acres, were deeded to the U. T. Board of Regents by the executor and trustee of the Will of Frank B. Cotton in December, 1937. Based on preliminary surveying information, there will be some loss of acreage to the Cotton Estate.

7. U. T. Galveston Medical Branch - Agnes Thelma Anderson Fund: Oil and Gas Lease Covering 962.5 Acres in the Edward Wood Survey, Abstract 313, Chambers County, Texas, to Terra Resources, Inc., Houston, Texas. --An oil and gas lease covering 962.5 acres in the Edward Wood Survey, Abstract 313, Chambers County, Texas, was granted to Terra Resources, Inc., Houston, Texas, (Agnes Thelma Anderson Fund), for a paid-up term of one year, a royalty of 1/4 and a bonus of \$90.00 per acre. 1000

II. OTHER MATTERS

PUF and Trust and Special Funds: Report of Securities Transactions for Months of June and July, 1981. --In accordance with present procedure, the Report of Securities Transactions for the Permanent University Fund and Trust and Special Funds for the months of June and July, 1981 was mailed on September 9, 1981, by Executive Secretary Dilly to the members of the U. T. Board of Regents. No comments were received. The report is incorporated in the Minutes in the form submitted (Attachment No. 2 following Page HT-8 of Attachment No. I). 1000

U. T. DALLAS - SPECIAL COMMITTEE ON ENDOWMENT LANDS IN COLLIN AND DALLAS COUNTIES, TEXAS: REPORT OF CLOSING OF SALE OF 43.1132 ACRES OF LAND IN THE CITY OF PLANO, COLLIN COUNTY, TEXAS, TO STARWOOD DEVELOPMENT CORPORATION. -- Regent Hay presented the following report of the Special Committee on Endowment Lands in Collin and Dallas Counties, Texas, which was adopted by unanimous vote:

Report

At the meeting held on October 23-24, 1980, the U. T. Board of Regents authorized the Special Committee on Endowment Lands in Collin and Dallas Counties, Texas, to negotiate the sale of 43.1132 acres of land in the City of Plano, Collin County, Texas, and authorized the Chairman to execute all documents necessary to consummate the sale. As reported at the December 12, 1980 meeting, the Special Committee unanimously voted to accept the offer of Starwood Development Corporation of \$33,500 per acre, and a Contract for Purchase of Real Estate was executed by Chairman Williams on November 25, 1980. The Special Committee later approved revisions to the Contract which extended the closing date and altered certain other contract provisions. The closing of the transaction occurred on August 6, 1981. The total consideration was \$1,444,292 with the Purchaser making a cash down payment of \$288,858.44 and executing a 14% promissory note due on or before January 14, 1983 in the principal amount of \$1,155,433.76. The Purchaser was also granted an easement across 0.8969 acres of land as a means of access to the tract which was sold.

COMMITTEE OF THE WHOLE
(Pages 115-221)

Chairman Powell 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:

U. T. BOARD OF REGENTS - REGENTS' RULES AND REGULATIONS, PART ONE: PROPOSED AMENDMENT TO CHAPTER II, SECTION 3, SUBSECTION 3.1, SUBDIVISION 3.11 (OFFICE OF THE CHANCELLOR) [WITHDRAWN]. -- Chairman Powell reported that the proposed amendment to Subdivision 3.11 of Subsection 3.1 of Section 3 of Chapter II of Part One of the Regents' Rules and Regulations had been withdrawn from consideration.

U. T. BOARD OF REGENTS - REGENTS' RULES AND REGULATIONS,
PART TWO: AMENDMENT TO CHAPTER III, SECTION 10.442 (GIFTS,
GRANTS, DESIGNATED AND AUXILIARY ENTERPRISE FUNDS). --
 Without objection, Section 10.442 of Chapter III of Part Two of the Regents'
Rules and Regulations was amended to read as follows:

- 10.442 Gifts, Grants, Designated and Auxiliary Enterprise Funds. --Reimbursement of travel expenses paid from Gifts, Grants, Designated and Auxiliary Enterprise Funds will be as follows:
- (a) For grants from or derived from Federal or State agencies, travel allowances shall be paid as specified in the foregoing provisions.
 - (b) For other gifts, grants, designated, or auxiliary enterprise funds, travel allowances may be for actual expenses for meals and lodging not to exceed \$70 per day. The transportation allowances will be as specified in the foregoing provisions.

The provisions of both (a) and (b) above are subject to the terms, provisions and conditions of the particular gifts, grants, or funds involved. Further exceptions of these provisions may be in accordance with specific authorization by the Board with certain designated funds. Likewise, when anticipated living costs are unusually low for those engaged in travel, the person authorizing the travel may reduce the allowance for all or any part of the travel, provided that the employee shall be notified of such reduced allowance before being allowed to incur any expense. When not otherwise prohibited by the terms of the gift or grant, employees may also be reimbursed for required registration fees or similar expenses incurred in attending meetings of organizations or associations. Receipts for lodging, registration fees, or similar expenses shall be obtained and attached to the expense voucher. Project Directors, Principal Investigators, Departmental Chairmen, or other authorized personnel under a gift or grant who travel in their personally owned airplanes on necessary official business may be reimbursed therefor as provided in the current Appropriations Act.

U. T. BOARD OF REGENTS - REGENTS' RULES AND REGULATIONS,
PART TWO: AMENDMENTS TO CHAPTER IX (MATTERS RELATING
TO INVESTMENTS, TRUSTS, AND LANDS). --In a discussion of the
 proposed amendments to the Regents' Rules and Regulations, Part Two,
 Chapter IX as presented in the Material Supporting the Agenda, Regent
 Hay moved that Section 2.213 be amended and Regent Milburn moved

the amendment of Section 2.41. The motions were duly seconded, and without objection, Chapter IX of Part Two of the Regents' Rules and Regulations was amended to read as follows:

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CHAPTER IX

MATTERS RELATING TO INVESTMENTS, TRUSTS, AND LANDS

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

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

to ask, demand, collect, recover, and receive any and all sums of money, debts, dues, rights, property, effects, or demands, whatever, due, payable, or belonging, or that may become due, payable, or belonging to any of the above funds from investment transactions, from any person or persons, whatever, and to execute any and all necessary or proper receipts, releases, and discharges therefor.

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

Sec. 2. Investment Policy for PUF.

2.1 Investments Authorized for Purchase.

- 2.11 Bonds of the United States, the State of Texas or counties, cities, or school districts of the State of Texas, or in bonds issued under and by virtue of the Federal Farm Loan Act approved by the President of the United States, July 17, 1916, and amendments thereto.
- 2.12 Bonds or other obligations issued, insured, or guaranteed in any manner by the United States Government or any of its agencies.
- 2.13 Bonds, debentures, or obligations and preferred and common stocks issued by corporations, associations, or other institutions.
- 2.14 Convertible securities, of all kinds, issued by corporations whose common stock is eligible for purchase by the Permanent University Fund.

2.2 Standards as to Quality.

2.21 Corporate Stocks:

- 2.211 Stocks eligible for purchase shall be restricted to stocks of companies incorporated within the United States which have paid dividends for five (5) consecutive years or longer immediately prior to the date of purchase.
- 2.212 Except for bank and insurance shares, stock must be listed upon an exchange registered with the Securities and Exchange Commission, or its successors.
- 2.213 Common Stocks are eligible for purchase if they are rated "B" or higher by Standard and Poor's Corporation. Stocks not rated by Standard and Poor's may be purchased if, in the opinion of the Investment Staff, they are of comparable quality to stocks rated "B" or higher by Standard and Poor's. An Investment Counselor shall obtain written approval of the Investment Staff before purchasing a stock which is not rated by Standard and Poor's.

- 2.22 Corporate Obligations and Preferred Stocks: Corporate Bonds and Preferred Stocks must be "Baa" or higher as rated by Moody's Investors Service, Inc. or "BBB" by Standard and Poor's Corporation. Bonds or preferred stocks offered by private placement and not rated may be purchased if, in the opinion of the University's Investment Staff or Investment Counselor, they are of at least equal quality to publicly offered bonds and preferred stock eligible for purchase. Commercial Paper must be rated in the two highest quality classes by Moody's Investors Service, Inc. or Standard and Poor's Corporation to be eligible for purchase.
- 2.3 Diversification.
- 2.31 Not more than 5% of the voting stock of any one (1) corporation shall be owned at any given time by the PUF.
- 2.32 Not more than 1% of the book value of the PUF shall be invested at any given time in securities issued by any one (1) corporation.
- 2.4 Standard of Care.
- 2.41 Prudent Person Rule*: In making or retaining each and all investments for the PUF and in the management, purchase, and sale of such investments from time to time, there shall be exercised the judgment and care under the circumstances then prevailing that persons of ordinary prudence, discretion, and intelligence exercise in the management of their own affairs, not in regard to speculation, but in regard to the permanent disposition of their funds, considering the probable income therefrom as well as the probable safety of their capital.
- 2.5 Policies with Respect to Stock Rights, Fractional Shares, and Proxies.
- 2.51 Exercise of or sale of stock rights is to be made at the discretion of the Chancellor, the Vice Chancellor for Business Affairs, or the Executive Director for Investments and Trusts. Stock rights which arise in connection with funds under control of an investment counselor shall be handled by that counselor in its discretion.
- 2.52 As a general rule, fractional shares received from stock dividends, etc., are to be sold. In each instance, the decision to round out fractional shares or to sell will be made by the Chancellor, the Vice Chancellor for Business Affairs, or the Executive Director for Investments and Trusts. Fractional shares which arise in connection with funds under control of an investment counselor shall be handled by that counselor in its discretion.
- 2.53 As a general rule, voting stocks held are to be voted by returning proxies to present management. When the Executive Director for Investments and Trusts determines that a vote with management would not be in the shareholder's best financial interest, or when a proposal under consideration is of a social nature, the matter will be referred to the Chancellor or, in his absence, to the Chairman of the Land and Investment Committee.
- 2.6 Exchange of Bonds. The Chancellor, the Vice Chancellor for Business Affairs, or the Executive Director for Investments and Trusts is authorized to exchange bonds owned, from time to time, on a par for

* Refers to the rule set out in the second paragraph of Article VII, Section 11a, Texas Constitution

par basis (with such cash adjustments as may be required) for other eligible bonds or obligations. In any such exchange the cost of the bonds exchanged out (plus or minus the cash adjustments involved) shall be carried forward as the cost of the bonds or obligations acquired, even though the sale and purchase may be effected through different brokers. Such sales and purchases may be considered as exchanges provided there has been an improvement in book yield.

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

- 2.943 It must be servicing at least \$100,000,000 of loans, and its clients (other than Federal National Mortgage Association) must include at least three institutional investors and must have a capability of producing not less than \$10,000,000 per year in F.H.A. or V.A. loans.
- 2.944 It must carry a Mortgage Bankers Blanket Bond in an amount not less than \$500,000.

Sec. 3. Investment Policy for Trust and Special Funds.

- 3.1 Investments Authorized for Purchase. -- Unless otherwise limited by the terms of the instrument by which the fund was created, trust and special funds under the control of the Board shall be invested and reinvested in such securities and investments as are permitted by the Texas Trust Act as legal investments for funds held by trustees.
- 3.2 The provisions of Sections 2.6, 2.7, 2.8, and 2.9, with respect to the investment and management of the PUF, shall likewise apply to trust and special funds.

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

Sec. 5. Staff Investment Committee.

- 5.1 Membership. -- The Staff Investment Committee shall consist of the Vice Chancellor for Business Affairs, the Executive Director for Investments and Trusts, the Investment Officer, and such other members as may be designated from time to time by the Chancellor or the Vice Chancellor for Business Affairs.
- 5.2 Duties. -- The Staff Investment Committee shall cooperate with and advise the Chancellor on matters relating to the management of investments.

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

- 6.1 Membership. -- Five members of the Committee shall be selected because of their particular qualifications and experience in the field of investments, including experience in bond and corporate stock investments.
- 6.2 Selection Procedure. -- Appointments to such Committee shall be made by the Board after recommendation by the Chancellor.
- 6.3 Term of Office. -- Each member shall serve a five year term on a rotating basis, with the term of one member expiring each August 31.
- 6.4 Meetings. -- Meetings shall be held quarterly and at such other dates as may be considered advisable by the Chancellor.

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

Sponsored Projects, Office

U. T. BOARD OF REGENTS AND U. T. SYSTEM ADMINISTRATION: AMENDED LIST OF THOSE AUTHORIZED TO NEGOTIATE, EXECUTE AND ADMINISTER CLASSIFIED GOVERNMENT CONTRACTS (MANAGERIAL GROUP). --The resolution designating the officers cleared for access to classified material and to negotiate, execute and administer classified government contracts pursuant to the Security Agreement of The University of Texas System with the United States Department of Defense which was adopted on August 14, 1981, was amended to add Mr. Arthur H. Dilly, Executive Secretary to the Board of Regents, and Dr. Bryce Jordan, Executive Vice Chancellor for Academic Affairs, to the Managerial Group.

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REMARKS

U. T. SYSTEM - SYSTEM-WIDE BOILER AND MACHINERY INSURANCE POLICY: AWARD OF THREE-YEAR POLICY TO THE ARKWRIGHT-BOSTON MANUFACTURERS INSURANCE COMPANY (OCTOBER 8, 1981 THROUGH OCTOBER 8, 1984). --It was reported that for the first time since 1966 bids were accepted for The University of Texas System System-wide Boiler and Machinery Insurance Policy. After reviewing the bids and upon the recommendation of the Office of the Chancellor, the contract was awarded to the Arkwright-Boston Manufacturers Insurance Company, a member of the Factory Mutual System, for the period October 8, 1981 through October 8, 1984, for a total three-year net premium of \$96,900.

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Patents + Policies

U. T. SYSTEM: APPROVAL OF INVENTION ADMINISTRATION AGREEMENT WITH RESEARCH CORPORATION, NEW YORK, NEW YORK (PATENTS) (SUPERSEDES AGREEMENT APPROVED ON MAY 22, 1965). --Due to recent changes in the tax law and regulations and certain changes in the field of technology transfer, Research Corporation, New York, New York, a foundation which administers inventions for institutions of higher education, requested that The University of Texas System execute a new basic agreement to substitute for the 1965 agreement. Therefore, upon recommendation of the Office of the Chancellor and without objection, approval was given to the basic Invention Administration Agreement set out on Pages 123-138 by and between the Board of Regents of The University of Texas System and Research Corporation.

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It was pointed out that royalties received by Research Corporation will remain tax exempt under a recent Internal Revenue Service ruling and that if the agreement terminates, the invention will be reassigned to the System only at the discretion of Research Corporation.

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Protection Certificate or other form of protection for an Invention issued by a government or governmental agency.

"Patent Application" shall mean an application for a Patent.

"Patented" shall mean covered by a Patent.

"Patent Policy" shall mean the applicable policies, programs, regulations and expressed or implied contracts governing and/or determining the rights of BOARD and of all the institutions of higher education under BOARD's control, the latter hereinafter collectively called "UNIVERSITY", in and to the Inventions, Patent Applications and Patents of members of the faculty, staff, fellows, associates, students, employees of UNIVERSITY and others who may be subject thereto.

"Patent Rights" shall mean all right, title and interest in and to an Invention, any Patent Application filed or to be filed thereon and any Patent issued or issuing thereon, the right to file for any such Patent and to have any such Patent issued in the name of the owner or assignee and the right to claim any priority right to which the Inventor or anyone claiming under him may be entitled.

"Deductible Expenses" shall mean the sum of the out-of-pocket expenses incurred by RESEARCH for litigation in courts of record to obtain, or to assert or defend the validity or scope of, any Patent administered under this agreement; provided BOARD shall have given its written consent to treat such expenses as Deductible Expenses.

"Gross Income" shall mean all moneys and the money equivalent of any other consideration received by RESEARCH by reason of its ownership and administration of any Invention,

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Patent or Patent Rights under this agreement, but shall not include any amounts paid by a licensee or prospective licensee of RESEARCH under any such Patent or Patent Rights expressly for the expenses of filing, prosecuting or maintaining any Patent Application or Patent on such Invention.

"Notice" shall mean written notice sent by prepaid, first-class, registered or certified mail, return receipt requested.

RECITALS

A. WHEREAS, BOARD believes that Inventions may be made by members of the faculty, staff, fellows, associates, students or employees of UNIVERSITY, or others covered by the Patent Policy, and represents that it has or will have the right to dispose of and/or to determine the disposition of such Inventions; and

B. WHEREAS, RESEARCH has had broad experience in the evaluation of Inventions for commercial and scientific utility, as a basis for determining the feasibility of seeking Patents thereon, and in introducing Inventions into use in the useful arts and manufactures and for scientific purposes; and

C. WHEREAS, BOARD desires that Inventions referred to in Paragraph A be evaluated, Patented and introduced into use in an effective manner and with due regard for the public interest; and

D. WHEREAS, BOARD further desires that any net income from such Inventions be used to provide means for the advancement

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and extension of technical and scientific investigation,
research, experimentation and education; and

E. WHEREAS, RESEARCH is a not-for-profit corporation organized for the purpose of providing means for the advancement and extension of technical and scientific investigation, research and experimentation, no part of the net earnings of which inures to the benefit of any private shareholder or individual; and

F. WHEREAS, RESEARCH is prepared to evaluate such Inventions, to obtain Patents on those which it selects, to introduce such selected Inventions into use through its ownership of any Patent Applications filed and Patents issued on them, primarily by issuing licenses to third parties, and to devote all net income resulting from the administration of such Inventions to the purposes of its charter as a not-for-profit corporation.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings herein contained, the parties DO AGREE AS FOLLOWS:

I. BOARD's Duties: BOARD agrees to:

(1) Arrange, in its discretion, for the submission to RESEARCH of those it may select of the Inventions of members of the faculty, staff, fellows, associates, students and employees of UNIVERSITY and others covered by the Patent Policy, which BOARD owns or shall be entitled to own or license to others, or which BOARD may be entitled to own or license to others upon petition to a governmental or private granting or

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contracting agency or organization, for evaluation by RESEARCH and administration under this agreement if accepted by RESEARCH.

(2) Assign or arrange for assignment to RESEARCH of its right, title and interest in and to such Inventions submitted to RESEARCH pursuant to Article I, paragraph (1) above, as RESEARCH shall elect to accept under this agreement, together with the Patent Rights thereon.

(3) In its discretion, recommend to any members of UNIVERSITY'S faculty, staff, fellows, associates, students, employees, or others covered by the Patent Policy, whose Inventions are not embraced within Article I, paragraph (1) above, that they submit to RESEARCH such Inventions for evaluation with the understanding that they will assign to RESEARCH their right, title and interest in and to those of the aforesaid Inventions submitted to RESEARCH which RESEARCH shall elect to accept under this agreement, together with the Patent Rights thereon.

(4) Afford to RESEARCH to a reasonable extent, upon request, the advice and assistance of such members of BOARD'S staff or faculty, staff, fellows, associates, students and employees or others covered by the Patent Policy in seeking Patents upon and otherwise administering under this agreement any Inventions accepted by RESEARCH hereunder, without charge therefor.

(5) Advise RESEARCH at the time of submission of any Invention to RESEARCH of any commitments BOARD or UNIVERSITY or an Inventor of such Invention has made to any third party for

licenses or other rights under such Invention and the Patent Rights thereon.

(6) Designate a member of BOARD's staff or of UNIVERSITY's faculty or staff as liaison with RESEARCH with the responsibility of assuring that BOARD's role in the identification and administration of Inventions under this agreement shall be carried out effectively; and notify RESEARCH in writing of each person so designated.

(7) Notify RESEARCH in writing in the event that it shall undertake to establish an office or other facility or operation (other than a member of BOARD's staff or UNIVERSITY's faculty or staff designated solely as liaison with RESEARCH pursuant to Article I, paragraph (6) above) for the administration, patenting or licensing of Inventions that might otherwise be submitted to RESEARCH for evaluation and possible administration under this agreement.

(8) Notify RESEARCH in writing of any other agreement or other arrangement it or UNIVERSITY has entered into or shall enter into with any other person or organization for the administration, management or licensing of Inventions that might otherwise be submitted to RESEARCH for evaluation and possible administration by RESEARCH under this agreement and advise whether or not such agreement or arrangement provides that such third party will have the right of first refusal as to any such Invention or the Patent Rights thereon.

II. RESEARCH's Duties: RESEARCH agrees at its own sole cost and expense to:

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(1) Provide at its discretion such visitations to BOARD and UNIVERSITY as it may deem appropriate by staff or other professionals designated by RESEARCH, for the purpose of conferring with administrators, faculty, staff, fellows, associates, students, employees or others covered by the Patent Policy with a view toward identifying and assisting BOARD in identifying Inventions which may be the subject of this agreement and for the purposes of evaluating and licensing such Inventions and otherwise carrying out the purposes of this agreement.

(2) Evaluate all Inventions submitted to it by or on behalf of BOARD for administration under this agreement, and accept assignment of those of such Inventions, under the terms of this agreement, as it may determine in its discretion should be accepted for administration hereunder.

(3) Within a reasonable time after receipt by RESEARCH of any Invention submitted to it for evaluation under this agreement, advise BOARD in writing, either directly or through UNIVERSITY, of its decision to accept or reject such submitted Invention for administration hereunder. In the event RESEARCH's decision is negative with respect to acceptance of any Invention, BOARD shall, upon receipt of such written decision from RESEARCH, be free to apply for Patents, license others, and take such other steps with respect to such Invention as in its discretion it may see fit to do, all without further obligation under this agreement. In the event RESEARCH's decision is positive with respect to acceptance of any Invention, it will so advise the Inventor(s) in writing by

a letter, copy of which is to be acknowledged by the Inventor(s) and returned to RESEARCH.

(4) File United States Patent Applications on those of such Inventions as it may choose to accept for administration under this agreement and prosecute the same in good faith with the intention of securing issuance of Patents thereon.

(5) File corresponding foreign Patent Applications thereon, and prosecute the same in good faith with the intention of securing issuance of Patents thereon, all to the extent that it may in its discretion determine.

(6) Maintain such Patents and cause them to be worked, all to the extent that it may in its discretion determine.

(7) Attempt to introduce such Inventions, Patent Applications and Patents so assigned into public use and to secure a reasonable revenue therefrom in such manner as its considered judgment best dictates.

(8) On or about March 15 in each year make the following (a) income distribution computations and (b) payments of income shares, if any, due BOARD, for each BOARD Invention individually:

- (i) Fifteen (15%) percent of the Gross Income shall be computed and paid to BOARD, its successors and assigns.
- (ii) Subtract from eighty-five (85%) percent of the Gross Income the Deductible Expenses

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incurred during the preceding calendar year; from the difference thus obtained subtract the Debit (defined below), if any, which was carried forward; if this subtraction produces a negative difference (a Debit), it shall be carried forward to be used in the following year's income distribution computation; if it produces a positive difference, fifty (50%) percent of such difference shall be paid to BOARD, its successors and assigns.

At the option of BOARD, expressed in writing to RESEARCH, any amount attributable to any Invention (or any portion thereof) that is payable to BOARD under this ARTICLE II, paragraph (8) shall be paid directly to the Inventor (or to the heirs, assigns or legatees of such Inventor), and, in the event of co-inventorship of any such Invention such amount shall be divided between or among the co-inventors in such manner as BOARD may determine and advise RESEARCH in writing.

(9) Furnish to BOARD simultaneously with the payments required under Article II, paragraph (8) above a report showing (a) activities during the preceding calendar year in connection with each Invention accepted hereunder, and (b) the computation of payments made under Article II, paragraph (8) hereof.

(10) Upon request by BOARD, furnish to each Inventor of an Invention accepted for administration under this agreement a report showing (a) activities during the preceding calendar year in connection with such Invention, and (b) the

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computation of payments made as to such Invention under Article II, paragraph (8) hereof.

(11) Maintain at its offices, in usual form, books of record, ledgers and accounts relating to its activities under this agreement, all of which shall be open to examination by BOARD or its nominees during usual business hours.

(12) Issue to any third party any license or other right required by any contract between BOARD and such third party, entered into between BOARD and such third party prior to submission to RESEARCH, as to any Invention acquired by it under this agreement, and as to Patent Applications filed and Patents issued thereon.

(13) Continue as licensor, grantor or contracting party as to licenses, grants, working rights, agreements or other contracts to which any Invention, Patent Application or Patent acquired by it under this agreement is subject at the time of any further assignment thereof by RESEARCH, and to continue to report upon and make computations and payments of moneys under Article II, paragraph (8) hereof and to make reports under Article II, paragraphs (9) and (10) hereof, with respect thereto.

III. BOARD's Reserved Rights: BOARD reserves the right to:

(1) Terminate this agreement upon three (3) months' Notice to RESEARCH at any time; it being understood, however, that any Invention that shall have been submitted to RESEARCH under this agreement prior to the effective date of

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termination thereof under this Article III shall be subject to this agreement if it is otherwise embraced within Article I hereof.

(2) At any time after three (3) months from the date of receipt by RESEARCH of any Invention submitted to it for evaluation under this agreement, give Notice to RESEARCH that RESEARCH must accept or reject such Invention within thirty (30) days of receipt of such Notice, and if RESEARCH fails to accept or reject the Invention within such thirty (30) day period BOARD shall thereafter be free to apply for Patents, license others, and take such other steps with respect to such Invention as it may see fit to do, all without further obligation to RESEARCH under this agreement. The provisions of this paragraph (2) shall not apply to any Invention that RESEARCH shall have submitted to a third party for screening, with approval of BOARD, in the course of evaluation of such Invention, unless and until such third party shall have advised RESEARCH that it is not interested in or is not continuing its evaluation of such submitted Invention.

IV. RESEARCH's Reserved Rights: RESEARCH reserves the right to:

(1) Terminate this agreement upon three (3) months' Notice to BOARD at any time; provided, however, that any Invention that shall have been submitted to RESEARCH under this agreement prior to the effective date of termination thereof under this Article IV shall be subject to this agreement if it is otherwise embraced within Article I hereof.

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(2) Give Notice to BOARD of its intention to abandon any Patent Application or Patent subject to this agreement and thereafter abandon or take no further action as to such Patent Application or Patent, unless within sixty (60) days after such Notice BOARD shall have requested RESEARCH in writing to assign such Patent Application or Patent to BOARD or its nominee, in which event RESEARCH shall so assign such Patent Application or Patent as requested.

(3) Give Notice to BOARD of its intention not to proceed further with the introduction into public use of any Invention, Patent Application or Patent which has been accepted by RESEARCH under this agreement, and thereafter in its discretion cease such introduction; upon written request by BOARD, RESEARCH shall assign such Invention, Patent Application or Patent to BOARD or its nominee.

(4) In its discretion assign to BOARD or its nominee, upon any termination of this agreement, its right, title and interest in and to any Invention assigned to RESEARCH hereunder, together with any Patent Applications filed and Patents issued thereon and all right to damages for infringements of such Patents taking place after such termination, but subject to any licenses, grants, working rights, agreements or other contracts with respect thereto theretofore made by RESEARCH.

(5) Receive for the general purposes of its charter out of any moneys received by its assignee or assignees under Article IV, paragraph (4) of this agreement by reason of such assignee's or assignees' ownership and/or management of any

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Inventions, Patent Applications or Patents so assigned or thereafter filed or issued thereon, an amount corresponding to any Deductible Expenses not theretofore recovered by RESEARCH through subtraction under Article II, paragraph (8) (ii) hereof as to such Invention and thirty (30%) percent of the amount remaining following deduction and subtraction therefrom by such assignee or assignees of any sums needed to reimburse such assignee or assignees for such expenses as RESEARCH and such assignee or assignees may have previously agreed upon in writing as expendable for litigation in courts of record to obtain, or to assert or defend the validity or scope of, any such Patent.

(6) Retain for use in accordance with the general purposes of its charter the balance of any Gross Income remaining after making the payments specified in Article II, paragraph (8) hereof.

V. ARBITRATION

Any controversy or claim arising out of or relating to this agreement or the breach thereof shall be settled by arbitration, in accordance with the Rules, then obtaining, of the American Arbitration Association, and judgment upon the award rendered may be entered in the highest court of the forum, state or federal, having jurisdiction.

VI. GOVERNMENT RIGHTS

This agreement is expressly subject to such terms and conditions as may be imposed on the patenting, licensing,

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disposition, administration, or royalty distribution of any Invention administered hereunder and the Patent Rights thereon as the result of any rights the United States Government may have or be entitled to have in such Invention or Patent Rights as the result of any contract, grant or funding related to the research or other work that resulted in such Invention.

VII. INVENTIONS RESULTING FROM RESEARCH CORPORATION GRANTS

Nothing contained in this agreement shall be construed to require BOARD or any Inventor to submit or assign to RESEARCH any Invention resulting from research or other work conducted pursuant to a grant from RESEARCH under which RESEARCH shall have waived its right in and to any Invention or Patent Right on such Invention, provided, however, that BOARD or any such Inventor may in its discretion submit or assign any such Invention to RESEARCH for administration under this agreement.

VIII. PRIOR AGREEMENT SUPERSEDED

This agreement shall apply to all Inventions of UNIVERSITY's faculty, staff, fellows, associates, students, employees or others covered by the Patent Policy which are henceforth submitted or assigned to RESEARCH and shall be in lieu of the parties' prior agreement dated the 22nd day of July, 1965, which shall, nevertheless, continue in full force and effect as to any Inventions heretofore submitted to RESEARCH for evaluation pursuant thereto, except to the extent that the parties and respective inventor(s) in each case may mutually agree to treat any such previously submitted Invention

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affixed, all by their corporate officers thereunto duly authorized, on the date(s) indicated below to be effective as of the day and year first above written.

RESEARCH CORPORATION

Attest:

Miriam M. McCarty
Assistant Secretary

By James S. Coles
President

Date: May 27, 1981 

THE BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS

Attest:

.....
(title; seal)
Arthur H. Dilly
Executive Secretary
Board of Regents of
The University of Texas System

By
(title) JAMES L. POWELL

Date:

Page 16 of a 16 page Invention Administration Agreement by and between RESEARCH CORPORATION and THE BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS.

Outside Employment

U. T. AUSTIN: AUTHORIZATION FOR PROFESSOR LYNN F. ANDERSON ¹³⁹
TO SERVE ON THE BOARD OF DIRECTORS OF THE STATE BAR OF
TEXAS [REGENTS' RULES AND REGULATIONS, PART ONE, CHAPTER III,
SECTIONS 13. (10) and 13. (11)]. -- Upon the recommendation of President
Flawn, concurred in by the Office of the Chancellor, permission was given ^B
for Professor Lynn F. Anderson, Lyndon B. Johnson School of Public
Affairs at The University of Texas at Austin, to serve in a public, non-
lawyer position on the Board of Directors of the State Bar of Texas for a
three-year term. This appointment will be made by the Supreme Court
of Texas, subject to senatorial confirmation, and is non-remunerative.

This appointment is of benefit to the State of Texas and creates no conflict
with Professor Anderson's regular duties in the Lyndon B. Johnson School
of Public Affairs. 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 Sections 13. (10) and 13. (11), Chapter III, Part One of
the Regents' Rules and Regulations.

U. T. AUSTIN: CONTRACT WITH SIEMENS AKTIENGESELLSCHAFT. --
Since March 1979, Siemens Aktiengesellschaft has been funding research
on a German-English machine translation system at The University of
Texas at Austin Linguistics Research Center. In the research agree-
ment dated March 14, 1979, the parties agreed that no commercial use
would be made of the results of the research by Siemens without an
additional contract. Therefore, upon the recommendation of the Office
of the Chancellor, unanimous approval was given to the contract set out
on Pages 140-145 between The University of Texas at Austin and Siemens
Aktiengesellschaft. The contract extends until 1998 and provides that:

1. Siemens Aktiengesellschaft has the exclusive right to use
the machine translation system for commercial purposes
2. U. T. Austin will receive a royalty of 25% of Siemens
Aktiengesellschaft's earnings from the date of the agreement
until December 31, 1991, and 15% royalty thereafter
3. If commercial use of the system is made using languages
other than German-English, U. T. Austin's royalties will
be 25% of the earnings from the date of the agreement
until 1986 and 15% thereafter
4. U. T. Austin will retain the right to use the translation
system at the Linguistics Research Center
5. U. T. Austin will retain the right to publish scholarly
articles regarding the machine translation system

This contract is made and entered into on the last date herein written, between SIEMENS AKTIENGESELLSCHAFT, located in Berlin and Munich, Federal Republic of Germany (referred to below as "SIEMENS"), and The Board of Regents of THE UNIVERSITY OF TEXAS SYSTEM (referred to as "UNIVERSITY"), acting for and on behalf of The University of Texas at Austin, located in Austin, Texas, U.S.A. SIEMENS and UNIVERSITY are referred to collectively as "PARTIES" and individually as "PARTY".

WHEREAS, the PARTIES made an agreement, dated March 14, 1979, (referred to below as "AGREEMENT") concerning collaboration between SIEMENS and the UNIVERSITY'S Linguistic Research Center for the future development of the machine translation system called the System METAL; and

WHEREAS, in the AGREEMENT, UNIVERSITY declared itself ready to place at SIEMENS' disposal all current and future research results, and SIEMENS pledged in Paragraph 10 that before passing any research results on to third parties it would seek UNIVERSITY'S consent;

NOW THEREFORE, in consideration of the mutual promises and agreements set forth herein, the PARTIES agree as follows:

1. Definitions

1.1 "The System METAL" is the language-independent machine translation System METAL, consisting of the linguistic segment, the program structures, the software modules and other language-independent components which UNIVERSITY controls.

1.2 "RESULTS" are all research results available at the time of execution of this Contract and to be available in the future which have arisen from the collaboration between SIEMENS and UNIVERSITY with reference to the System METAL. RESULTS include for example and without being limited to, all original programs, all improvements, and extensions of these programs, all new additional programs, all language-independent and language-dependent portions as well as all appertaining system-documentation, regardless of whether developed by one PARTY alone or by both PARTIES in collaboration, and regardless of whether they are patentable. RESULTS therefore also include language-dependent components, such as, grammars for source and target languages, transfer rules and lexical entries.

1.3 "EARNINGS" are gross amounts received by SIEMENS and its affiliates for granting of user rights for the System METAL less reasonable costs, such as, expenses of concluding the relevant user contracts (including travel), cost of software copies, costs of implementation and maintenance, preparation of documentation and shipping, all to the extent that these costs are not defrayed by customers and are actually paid by SIEMENS and its affiliates.

2. Formal Arrangements for Further Collaboration

2.1 Formal arrangements for continuing collaboration will be made periodically by letter agreement or extensions

thereof between UNIVERSITY and SIEMENS. UNIVERSITY will make every effort to develop the System METAL and accompanying language-dependent components for the language pair, German (source language) and English (target language), to production readiness in accordance with specifications as per Annex 1, and schedules, as per Annex 2.

2.2 In order to contribute to the achievement of the goal of production readiness of the System METAL, SIEMENS may furnish to UNIVERSITY additional services in accordance with its own judgment and at its own expense.

2.3 The PARTIES will discuss the progress of the research and development at least twice annually.

2.4 The PARTIES will, by mutual agreement, determine that the goal stated in Paragraph 2.1, above has been achieved. Arrangements concerning further collaborative work on the application of the System METAL to other language pairs will be made through periodic letter agreements between the PARTIES.

2.5 This Contract will control the commercial use of the System METAL by SIEMENS or third parties, so that any future letter agreements whereby SIEMENS may grant funds to UNIVERSITY for research will be silent on the matter.

3. Rights of Use

3.1 UNIVERSITY agrees that SIEMENS will have the exclusive right to use the RESULTS, whether controlled by UNIVERSITY alone or in conjunction with SIEMENS, except for the exclusion in Paragraph 3.4, below. SIEMENS will also have the right to transfer its right to use RESULTS or to utilize RESULTS in conjunction with other parties.

3.2 If there are patentable discoveries or ideas in RESULTS, and UNIVERSITY chooses not to apply for patents on its own or in conjunction with SIEMENS, then SIEMENS may apply for patents in its own name in the countries of its choice. The inventor will be named on the patent application in accordance with the current valid legal requirements of the country of application. SIEMENS may pursue or abandon the patent applications it files at its own discretion. To the extent that SIEMENS requires assistance in making the patent applications, UNIVERSITY will promptly assist. All costs will be borne by SIEMENS, and all resulting patents will be owned by SIEMENS.

3.3 If the RESULTS are protected by copyright in any country, UNIVERSITY agrees that SIEMENS shall have the exclusive, transferable unlimited right to make use of RESULTS for purposes of the copyright application and for purposes of granting rights to third parties to use RESULTS. The applications for copyright and granting of rights of use to third parties shall be done solely in accord with SIEMENS own judgment.

3.4 Notwithstanding Paragraphs 3.1, 3.2, or 3.3, SIEMENS agrees that UNIVERSITY shall be entitled to use the RESULTS free of charge for its own non-commercial purposes as well as to grant government agencies of the United States rights to free use of RESULTS for non-commercial purposes. SIEMENS grants this right to UNIVERSITY on a non-exclusive and non-transferable basis. It applies to all RESULTS, whether made by SIEMENS alone or in conjunction with UNIVERSITY.

3.5 UNIVERSITY is entitled to publish scholarly articles concerning RESULTS so long as the purpose of the publication is academic, and not commercial, and so long as trade secrets of SIEMENS, including the METAL system source code, are not disclosed. UNIVERSITY shall submit all proposed publications to SIEMENS for review so that SIEMENS may assure that none of such trade secrets are disclosed.

4. Royalties

4.1 In exchange for the rights granted by UNIVERSITY to SIEMENS in Paragraphs 3.1, 3.2, and 3.3, SIEMENS will pay UNIVERSITY the following continuing royalty:

4.11 For commercial use of the System METAL in the language direction, German (source language) to English (target language), twenty-five percent (25 %) of EARNINGS until December 31, 1991, and fifteen percent (15 %) of EARNINGS after December 31, 1991.

4.12 For commercial use of the System METAL in all other language directions, twenty-five percent (25 %) of EARNINGS until December 31, 1986, and fifteen percent (15 %) of EARNINGS after December 31, 1986.

4.2 The royalty will be computed on each September 30th for the preceding twelve months, and payment will be made immediately. All payments shall be converted to United States dollars at the rate of exchange at which United States dollars are legally obtainable for German marks on the day of remittance. Conversion of the amounts paid in other currencies into German marks will take place at the time of these payments. Payments will be made to "The University of Texas at Austin".

5. Confidentiality Guarantees

5.1 The PARTIES agree to treat as confidential for the duration of this Contract and thereafter, the RESULTS and any other confidential information it has obtained from the other PARTY as a result of the collaborative research. Information or RESULTS which are in the public domain, and are accessible to the public, are excluded from the Confidentiality Guarantee. Also excluded are the RESULTS which it is necessary to transmit to licensees or sublicensees in order to grant licenses or sublicenses under Paragraph 3.

Either PARTY who claims that RESULTS are in the public domain or are accessible to the public carries the burden of demonstrating their claim.

The PARTIES agree that when either grants a license or sublicense in accordance with Paragraph 3, it will impose on the licensee or sublicensee the obligation of complying with the Confidentiality Guarantees in Paragraph 5.

5.2 Neither PARTY guarantees the quality of RESULTS transmitted to the other under this Contract. However, if there are oversights, they will be corrected without delay. In addition, neither PARTY guarantees that the rights granted by it can be exercised free of patent rights of a third party.

6. Length of Contract

6.1 The Contract becomes effective at the time of signature of the last Party to sign, and terminates on December 31, 1998 unless extended by mutual agreement.

6.2 The Contract may be cancelled only upon serious grounds. Serious grounds may include, but are not limited to the following:

6.21 If one PARTY purposefully delays the completion of its obligations under the Contract, the other PARTY may notify the delaying PARTY of the breach and demand compliance. If the delaying PARTY has not remedied the delay within ninety (90) days, the other PARTY may cancel the Contract upon notice to the delaying PARTY. This right to cancel is voided in any individual case if the delaying PARTY is not notified within forty-five (45) days after the above-named ninety (90) day period has passed.

6.22 Either PARTY may cancel if either SIEMENS or the LINGUISTICS RESEARCH CENTER at THE UNIVERSITY OF TEXAS is legally or organizationally dissolved or taken over by a third party or declared bankrupt or insolvent or under receivership by a court of law in the PARTY'S respective country.

6.23 Either PARTY may cancel if there is failure to attain the goal of collaboration described in Paragraph 2.1 by December 31, 1983, unless the PARTIES mutually agree to extend this date.

6.3 The obligations and rights described in Paragraph 5, Confidentiality Guarantees, and Paragraph 3, Rights of Use, remain in full force and effect after termination of this Contract.

7. Miscellaneous Provision

7.1 Any cancellation, modifications, or additions to this Contract must be made in written form signed by the PARTIES.

7.2 The rights and duties under this Contract may only be assigned to a third party after the written agreement of both PARTIES is obtained.

7.3 SIEMENS agrees not to use UNIVERSITY'S name in any promotional materials or advertisements without UNIVERSITY'S prior written approval.

7.4 In case of irreconcilable differences between the PARTIES, the place of arbitration shall be Zuerich, Switzerland.

THIS AGREEMENT is executed in multiple originals on this day of, 19 .., to be effective

ATTEST:

THE BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM

FLEC Secretary ARTHUR H. DILLY

By:..... (Its Duly Authorized Chairman) JAMES L. POWELL

ATTEST:

SIEMENS AKTIENGESELLSCHAFT

Secretary

By:..... (Individual Authorized to Sign) Herr Vollberg Herr Loerbroks Board of Directors Board of Directors

Approved as to Content:

Approved as to Form:

[Signature]

Katherine L. Chapman
Office of General Counsel

ANNEX 1

to the contract between THE UNIVERSITY OF TEXAS SYSTEM and SIEMENS dated, "specifications of the METAL-system (achievement of production)"

The System METAL is capable of translating non-literary texts of any kind. A machine readable German text is processed without the necessity of treating separately inserted tables, graphics or other special forms.

Sentence boundaries are recognized mechanically; the individual sentences are translated mechanically and after translation into English reinserted in the same position of the text, so that the original format of the text is preserved and the translated text does not have to be reinput for possible further treatment.

The System METAL is also capable of translating texts of complex syntax and semantics at favorable cost, i.e. so that the cost of post-editing for a text translated by the System METAL is not higher than the cost of revision which would be necessary for the same text as translated by humans, and that the expense for computer time, text preparation etc. does not exceed \$ 20.00 for a 250-word page. These conditions are made on the assumption of implementation on a computer owned by SIEMENS.

The System METAL is so planned that it is possible to achieve from one source language equivalents in several different target languages, without repeating the analysis phase.

ANNEX 2

To the contract between THE UNIVERSITY OF TEXAS SYSTEM and SIEMENS dated, "schedule of development of the system to achievement of production"

May, 1981: Lemmatization- and concordance programs implemented; Automatic dictionary comparison

July 1981: "blind" 200-page test (Text 4)

Sept. 1981: second run of the 200-page text with improved grammar (Text 4)

Oct. 1981: Implementation of the "best path" parser

Nov. 1981: "blind" 200-page test (Text 5)

Jan. 1982: second run of the 200-page text with improved grammar (Text 5)

March 1982: "blind" 200-page test (Text 6)

June 1982: second run of the 200-page text with improved grammar (Text 6)

June to
Oct. 1982: system documentation

Nov. 1982: implementation of the system at Siemens

Jan. 1983: achievement of production with the German-English system

U. T. AUSTIN: APPROVAL OF CONTRACTUAL AGREEMENT AS NEGOTIATED BY THE COLLEGE FOOTBALL ASSOCIATION WITH THE NATIONAL BROADCASTING COMPANY FOR TELECASTING FOOTBALL GAMES FOR THE 1982-85 FOOTBALL SEASONS. -- President Flawn and the Office of the Chancellor recommended that the action of The University of Texas at Austin in voting in favor of the contractual agreement (Pages 146-155) negotiated by the College Football Association with the National Broadcasting Company for the telecasting of intercollegiate football games for the 1982-85 football seasons be in all things approved by the U. T. Board of Regents.

This recommendation was approved without objection.

AGREEMENT

THIS AGREEMENT, dated the _____ of _____, 1981, by and between the College Football Association on behalf of its member universities ("CFA") and the National Broadcasting Company, Inc. ("NBC") for the disposition of certain media exhibition rights to the football games played by CFA member universities.

WHEREAS, the right to broadcast, telecast, cablecast and/or otherwise exploit in any form of communications media an institutional football contest is the sole property of each university, subject to its exclusive control; and

WHEREAS, the CFA and its member universities desire to exercise their aforesaid property rights in a manner which best serves the public interest, the long-term interests of the sport of college football, and the common interests of the National Collegiate Athletic Association and CFA member universities; and

WHEREAS, NBC is interested in acquiring certain media exhibition rights to the sport of college football in such a manner as best serves all of the foregoing interest;

NOW, THEREFORE, the CFA, its member universities and NBC do hereby covenant and agree as follows:

1. DEFINITIONS

- (a) "Appearance" - a single team's participation in a single game, telecast live by a network.
- (b) "Exposure" - A network's telecasting on a single date of a live game into each television market, in the case of regional telecasts to be on a cumulative basis.
- (c) "National" Exposure, Telecast or Appearance - Descriptive of a network's telecast of a single game for national coverage which reaches approximately 100% of the domestic NBC broadcast area on a simultaneous basis.

- (d) "Regional" Exposure, Telecast or Appearance - Descriptive of a network's telecast of two (2) or more games in specific geographical areas, the combination of which provides for national coverage.
- (e) "Prime Time" - prime time constitutes the hours between 8 PM and 11 PM Eastern Time. According to normal network patterns, prime time in the Central Time Zone is between 7 and 10 PM, and in the Mountain Time Zone between 6 and 9 PM. Broadcasts in "prime time" on the Pacific Coast could be made between the hours of 5 PM PT and 11 PM PT.
- (f) "College Football Season" - A season shall encompass college football games played on Saturdays or on such other days as a university may schedule its football contests beginning with the first Saturday in September and continuing through and including the second Saturday in December, or any extension of the season through any games which may be authorized by the CFA or other appropriate body, but not including traditional college football bowl games, and shall include Thanksgiving Day and the Friday following Thanksgiving, and may include Labor Day.
- (g) "Telecast" or "Telecasting" - Dissemination by means of over-the-air, conventional television stations, which may include standard cable television redistribution thereof, but shall not include any origination intended for cable television, Subscription (or pay) Television, Multipoint Distribution Service, Low Power Television, direct satellite-to-home transmission or any other non-conventional mode of telecasting.
- (h) "College Football Association" or "CFA" - A voluntary association of major intercollegiate football-playing universities, acting herein on behalf of its member universities in the disposition of those media exhibition rights as contracted for in the Agreement.
- (i) "CFA Member" - A university which is a member of the College Football Association, subscribing to the Articles of Association of the CFA, and which may or may not agree to be bound by this Agreement.
- (j) "CFA Television Committee" - A Committee formed by action of the CFA Board of Directors or the CFA membership for purposes of developing, implementing and administering plans and policies for the exploitation of media rights, as consented to by the CFA membership.

2. EFFECTIVE DATE: TERM

- (a) This Agreement shall become effective immediately upon execution, subject to ratification by the CFA membership on or before August 31, 1981. It is understood that if this Agreement is thus ratified, any CFA member nevertheless may elect not to be bound by it by providing written notification to that effect to the CFA on or before September 10, 1981. The CFA shall promptly notify NBC in writing which CFA member universities have agreed to be bound. If not all have thus agreed, NBC may notify the CFA Executive Director in writing within ten

(10) days after receiving such notice that NBC deems the inventory of participating teams to be unacceptable in light of the purposes of this Agreement, in which case NBC shall have the right to terminate this Agreement.

(b) This Agreement shall continue in full force and effect through the college football season of 1982, 1983, 1984, and 1985. This Agreement may be renewed by the parties for additional years subsequent to the term hereof pursuant to the provisions of paragraph 10.

3. SCOPE OF RIGHTS

The CFA as agent for those universities which agree to be bound by this Agreement, grants to NBC exclusive worldwide telecasting rights to CFA games which NBC selects for telecast. In addition, NBC, the CFA, and those universities which are bound by this Agreement shall exploit on a partnership basis all other visual media (but which shall not include radio) rights to CFA games which NBC telecasts according to terms and conditions to be determined by the mutual agreement of the parties. The event or events licensed hereby include without limitation any pre-event, intermission, and post-event activities, and "color" and background of the event. The rights granted herein include the exclusive right to telecast highlights of NBC telecast games in news or sports news programs (commonly the subject of news exchange agreements) and/or other highlight programs to be telecast on NBC such as weekend, season-end or year-end highlight programs, but this right does not include the right to combine and sell or distribute these highlights as separate programs. Nothing herein shall restrict the CFA's ability, with the permission of those universities which are bound by this Agreement, to exploit in other visual media games of such CFA members not telecast by NBC, except for the exclusivity limitations specified in paragraph 13, nor an individual university's rights pursuant to the CFA Television Plan.

4. RIGHTS PAYMENTS

(a) For all of the rights and obligations acquired hereunder and contingent upon the full and faithful discharge of all obligations incurred by the CFA and its member universities, NBC agrees to pay to the CFA, CFA member universities who agree to be bound by this Agreement, and to other universities who play CFA members in games telecast pursuant to this Agreement, the total aggregate compensation of not less than One hundred eighty million dollars (\$180,000,000.00).

(b) Compensation shall be paid to each individual university for games in which it participates and which are telecast pursuant to this Agreement according to the following appearance-based formula:

- (i) During the two year period of the 1982 and 1983 seasons:
- a. To each CFA University bound by this Agreement for its first regional appearance, the sum of \$425,000.00;
 - b. To each CFA university bound by this Agreement, for each regional appearance subsequent to the first, the sum of \$360,000.00;
 - c. To each other university playing a CFA university bound by this Agreement in a game telecast pursuant to this Agreement, for each regional appearance beginning with the first, the sum of \$360,000.00; and
 - d. To each university for each national appearance in a game telecast pursuant to this Agreement, the sum of \$550,000.00.

- (ii) During the two year period of the 1984 and 1985 seasons:
- a. To each CFA university bound by this Agreement for its first regional appearance, the sum of \$575,000.00;
 - b. To each CFA university bound by this Agreement, for each regional appearance subsequent to the first, the sum of \$434,000.00;
 - c. To each other university playing a CFA university bound by this Agreement in a game telecast pursuant to this Agreement, for each regional appearance beginning with the first, the sum of \$434,000.00; and
 - d. To each university for each national appearance in a game telecast pursuant to this Agreement, the sum of \$625,000.00.

(c) The foregoing appearance compensation schedule is based on the following assumptions: 92 team appearances annually; 14 national exposures; and 8-9 regional exposure sufficient to supply the remaining team appearances. It is recognized that should these assumptions be changed consistent with this Agreement, adjustments may have to be made in the payments specified above for regional and national appearances in order to satisfy the total compensation specified, provided, however, that in no case shall any CFA member university which agrees to be bound by this Agreement and is eligible to appear on television under applicable rules governing intercollegiate competition be paid less than \$1 million over the four year term of this Agreement. Further, should NBC acquire and telecast more than 92 team appearances in any one year it is understood that the additional appearances must

be separately compensated above the compensation noted in subparagraph (a) at an appearance rate equal to that specified above.

(d) It is understood that all network payments made under this Agreement are subject to an allocation of one percent (1%) thereof to be used at the discretion of the CFA Board of Directors in funding the administration of the CFA. Accordingly, NBC may make payments directly to the CFA Executive Director for this purpose, annually, in advance of the appearance fee payments provided for in subparagraph (b) of this section and thereafter deduct 1% from each such appearance fee payment. Such payments to the CFA shall not be due before March 1, 1982, or before August 1 of subsequent years.

(e) Contracts for each game to be telecast hereunder shall be signed individually and directly with each university holding the rights to such game, pursuant to the provisions of this Agreement and the compensation formula specified above. Any questions which may arise hereunder shall be referred to the CFA Television Committee for resolution between it and NBC.

(f) Payments shall be made within 10 days after completion of a game directly to each university participating therein, provided, however, that no payment shall be due before November 1 of the respective season.

5. DATES, GAMES, AND SERIES FORMAT

NBC shall present a minimum of 22 and a maximum of 23 exposures of CFA football each year in any combination of 10 to 17 national exposures and 6 to 12 regional exposures which provides for an annual average of approximately 92 team appearances. NBC shall present between 6 and 12 prime time exposures each year principally on Saturday evenings, but during the first year of this Agreement shall guarantee the telecasting of 11 prime time exposures. All games played by a CFA member university bound by this Agreement shall be available to be selected by NBC for telecast, subject to the approval of the CFA Television Committee, not to be withheld unreasonably, and subject to the provisions of paragraph 7 below, and shall not be available for telecast by any other network. NBC shall not be obligated to telecast games on the second Saturday in December and shall notify the CFA of its intention for that date not later than September 1 of the respective season. The parties acknowledge that certain games may have to be moved with the consent of the teams, to accommodate prime time telecasts. Regional telecasts shall be transmitted to a meaningful geographical region which corresponds to an area of natural interest in the games of a particular university as determined by NBC, subject to the approval of the CFA Television Committee.

6. APPEARANCE REQUIREMENTS AND LIMITATIONS

Over the term of the Agreement each CFA member shall appear at least once in each of the two (2) two-year cycles into which the full term of the

Agreement shall be divided for administrative purposes. No university may appear in more than 7 telecasts in each of the two-year cycles referred to above, and no more than 4 telecasts in any one year, and in no more than 5 national telecasts in each of the two-year cycles referred to above. The appearance of a CFA university pursuant to the provisions of paragraph 7 below in a non-NBC telecast game shall not count against the foregoing appearance limitations.

7. CONSENT OF AN OPPONENT

(a) All games between CFA member universities bound by this Agreement shall be available for telecast by NBC and shall not be available for telecast by any other party.

(b) When only one of the teams in a game represents a CFA university bound by this Agreement, that team is the "away" team, and the other team holds legal authority over the disposition of media rights to the game, the CFA university agrees to use its best efforts to acquire the rights necessary under this Agreement to permit NBC to exhibit that game should that game be selected for presentation by NBC. Further, the CFA university shall not consent to the media exhibition of that game by any party other than NBC unless the CFA member receives in exchange the reciprocal consent of the other team to be telecast on NBC when the CFA member is the "home" team, during the term of this Agreement. The exchange of consent in this manner must be numerically equivalent during the term of this Agreement, unless otherwise agreed to by NBC and the CFA Television Committee. The CFA member may consent to such an appearance outside the scope of this Agreement no more than once each year.

(c) When only one of the teams in a game represents a CFA university bound by this Agreement, that team is the "home" team, and the other team is visiting, the CFA university agrees to use its best efforts to obtain the consent, if necessary, of the other team to appear on an NBC presentation of the game, according to terms and conditions as may be agreed upon between the two universities. In any event, the CFA member may not consent to have that game exhibited by any other party other than NBC without NBC's prior written consent.

8. OBLIGATIONS OF THE CFA AND MEMBER UNIVERSITIES

Each member university whose football games are selected for telecast by NBC agrees to provide all elements of the game, to cooperate and assist NBC in the planning and presentation of the event, including the provision of a contact man and spotter, and to accord NBC and its personnel free and unrestricted access to the site of the game and all associated areas and the right to install, maintain and operate all equipment which may be required to telecast the game consistent with existing practice for college football telecasts and applicable policies of the respective university. Each

university shall comply with the requirements of NBC's Department of Compliance and Practices of which they have been informed and with any other applicable legal and regulatory requirements and shall fully cooperate with NBC in preserving the exclusive rights that NBC has acquired hereunder.

9. COMPOSITION OF THE CFA AND RATIFICATION OF AGREEMENT

(a) This Agreement is expressly contingent upon its ratification by member universities of the CFA who fully subscribe to and agree to be bound by the terms and conditions of this Agreement and who collectively provide NBC with an inventory of games from which a season schedule acceptable to NBC can be constructed, as specified in paragraph 2 above. Further, it is recognized that if not all CFA members have agreed to be bound by this Agreement, certain adjustments to this agreement may be required, including, but not limited to, the number of exposures, the total number of team appearances, appearance limitations, and rights payments, to be mutually agreed upon by the parties.

(b) Other universities during the term of this Agreement may seek to become participants in this Agreement. In that event, the extent of their participation shall be determined by the CFA Board of Directors in light of modifications to this Agreement agreed to by the parties as necessary and appropriate to accommodate such additional participants. It is also understood that both CFA and NBC wish to encourage members of the Pacific 10 and Big Ten Conferences to participate in this Agreement, and each will use its best efforts to accomplish this result.

10. SUBSEQUENT YEARS

The CFA and its member universities hereby grant NBC an exclusive right of first negotiation/first refusal (right to match and preempt a bid by a third party acceptable to the CFA) for the next CFA contract for telecasting which shall be for two or more football seasons immediately subsequent to the 1985 season. NBC and CFA shall negotiate in good faith for a period of thirty (30) days commencing January 15, 1984, concerning the disposition of said future rights. Neither the CFA nor any of its member universities shall discuss with any third party or parties the disposition of any future rights unless termination of the good faith negotiating period has been confirmed in writing by one of the parties to the other. Should such authorized discussions occur and result in an offer which CFA is willing to accept, the CFA shall submit to NBC, in writing, the content of said offer. NBC shall then have a period of ten (10) days following the receipt of written advice from the CFA of any such offer, containing full details, in which to match same. If NBC fails to match said offer within the time specified above, then and only then shall the CFA be free to contract with a

third party or parties. If the CFA does not accept such offer, the terms hereof shall apply to any subsequent offer received or made by the CFA.

11. WARRANTIES AND INDEMNIFICATION

(a) The CFA hereby represents and warrants that unless there is a future definitive judicial determination to the contrary:

- (i) it is free to enter into this Agreement and to perform in full all of its terms and conditions and that the undersigned has full authority to bind the CFA to this Agreement; and
- (ii) the CFA and its member universities which are bound by this Agreement possess all of the rights and privileges acquired by NBC in this Agreement; and
- (iii) it has no knowledge that the rights NBC has acquired and its use thereof will infringe upon or violate the rights of any third party; and
- (iv) it shall not interfere with and will use its best efforts to preserve all of NBC's rights in this Agreement, including, but not limited to assisting in whatever legal action may become necessary.

(b) Notwithstanding the foregoing, the parties recognize the questions which have been raised by the NCAA Official Interpretation, dated April 18, 1981, concerning the authority of the NCAA over the rights which are the subject of this Agreement. If challenged by legal action the parties agree to fully and faithfully defend or prosecute their right to make this Agreement and the authority of the CFA and its member universities to dispose of their property rights as expressed herein, and the CFA and NBC further agree to share on an equal basis the legal work and fees which might be involved in any such action.

(c) Where permitted by law, the CFA and its member universities shall defend and indemnify NBC against any and all claims and/or actions arising out of:

- (i) elements of this Agreement furnished by the CFA and/or its member universities;
- (ii) any and all obligations incurred independently by the CFA and/or its member universities; and
- (iii) any breach of warranty, representation or agreement made by it or its member universities in this Agreement.

Such indemnification shall not apply to legal action referred to in subparagraph (b) above.

(d) NBC shall so defend and indemnify the CFA and its member universities as to elements furnished by it, obligations it may incur, and any warranty or representation made by it in this Agreement.

12. COMMERCIALS

NBC shall have the right to telecast 23 network commercial minutes within each game broadcast in prime time and 24 network commercial minutes within each game broadcast in daytime, according to commercial formats, to be submitted to the CFA Television Committee prior to May 1 of each respective season, and subject to their approval.

13. EXCLUSIVITY

(a) The CFA shall not grant to any other party any rights to telecast any football game in which a CFA member university participates.

(b) No CFA member university may grant any other party rights to transmit visually any of its football games other than those permitted under Section 11 of the CFA Television Plan, the whole of which is attached hereto as Appendix A, or except as provided in paragraph 7 herein.

(c) Other than provided above, the CFA shall not authorize any visual transmission of any kind in any media of any football game at a time, in whole or in part, in any community, which conflicts with any NBC CFA football game telecast.

14. CFA TELEVISION PLAN

NBC agrees to honor provisions of the CFA Television Plan which may be applicable to this Agreement and which NBC has reviewed prior to their adoption or to which NBC otherwise agrees.

15. GAME TICKETS

The CFA agrees to use its best efforts to ensure that NBC has the ability to purchase up to 100 well-placed tickets to each game it selects for telecast pursuant to this Agreement.

16. DEFINITIVE AGREEMENT

The parties contemplate a subsequent definitive Agreement, which may add legal and procedural details to the provisions hereof. All provisions of this Agreement shall be incorporated without any modification or

amendment in any such subsequent agreement. No provision subsequently added may change or modify the substance of the matters hereupon agreed.

EXECUTED AND AGREED TO AS OF THIS _____ day of _____, 1981.

National Broadcasting Co., Inc.

By: _____
Donald D. Wear, Jr., Vice President

College Football Association

By: _____
Charles M. Neinas, Executive Director

FILE NO. 400
EXHIBIT
REMARKS

U. T. HEALTH SCIENCE CENTER - DALLAS: AGREEMENT WITH RESEARCH CORPORATION, NEW YORK, NEW YORK (PATENT). --
Without objection, the Patent Administration Agreement set out on Pages 156-198 by which The University of Texas System assigns to Research Corporation, New York, New York, seven U. S. patents issued either solely or jointly in the name of Dr. Sami Said, a former employee of The University of Texas Health Science Center at Dallas, was approved.

It was noted that the University will receive 57.5% of the gross income received by Research Corporation from the inventions less the amounts to be paid to the inventors and a small portion of litigation expenses, if there are any. The inventors will receive as much as the federal government will allow, but not more than 25% of the gross income from the inventions.

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AGREEMENT BETWEEN
RESEARCH CORPORATION
and
THE BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS

THIS AGREEMENT, made effective the day
of , 198 between THE BOARD OF REGENTS OF THE
UNIVERSITY OF TEXAS, a state Institution of higher education at
Austin, Texas, hereinafter called "UNIVERSITY", and RESEARCH
CORPORATION, a non-profit New York corporation with offices at
405 Lexington Avenue, New York 10017, New York, hereinafter
called "RESEARCH" and the following inventors: Dr. Sami I.
Said, Veterans Administration Medical Center, 4500 Lancaster
South, Dallas, Texas 75216; Dr. Viktor Mutt, Medicinska
Nobelinstitutet, Solnavagen I (FACK), S-10401 - Stockholm,
Sweden; Miklos Bodanszky, Department of Chemistry, Case Western
Reserve University, Cleveland, Ohio 44106; Yakir S. Klausner,
Department of Biological Chemistry, The Hebrew University,
Jerusalem, Israel; and, Ann Nilsson, Medicinska
Nobelinstitutet, Solnavagen I (FACK), S-10401 - Stockholm,
Sweden, hereinafter collectively referred to as "INVENTORS";

WITNESSETH

WHEREAS, said Dr. Said, either singly or jointly with one
or more others of said INVENTORS has been issued seven patents
by the United States Patent and Trademark Office, as described
in Schedule A, hereinafter referred to as "THE PATENTS", and
whereas UNIVERSITY is entitled to have rights in and to THE
PATENTS; and

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WHEREAS, UNIVERSITY and INVENTORS have among them the entire right and power over the distribution of any and all income from THE PATENTS, subject to the provisions of Article XIII; and

WHEREAS, UNIVERSITY and INVENTORS desire that THE PATENTS be licensed in an effective manner, with due regard for the public interest; and

WHEREAS, RESEARCH is a not-for-profit corporation whose entire net earnings are used to provide means for the advancement and extension of technical and scientific investigation, research and experimentation; a portion of whose activities consists of acquiring and administering inventions and patent rights including letters patent, and rendering the same available and effective in the useful arts and manufactures and for scientific purposes and in the public interest by issuing licenses thereunder, and deriving an income therefrom; and

WHEREAS, RESEARCH has evaluated certain aspects of THE PATENTS and is prepared to accept assignment thereof and to administer same and to attempt the licensing thereof, as aforesaid; and

WHEREAS, UNIVERSITY and INVENTORS desire that THE PATENTS be assigned to RESEARCH and that RESEARCH administer same and attempt the licensing thereof as aforesaid; and

WHEREAS, UNIVERSITY and RESEARCH are parties to a certain agreement made the 22nd day of July, 1965, hereinafter called the "Patent Administration Agreement", pursuant to which certain inventions made by members of UNIVERSITY's faculties, its associates or employees may be assigned to RESEARCH and

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licensed or otherwise brought into use by RESEARCH under circumstances calling for the payment of certain monies to UNIVERSITY and to the respective inventors out of any income received by RESEARCH by reason of RESEARCH's ownership or management of such inventions and patents thereon; and

WHEREAS, because of the involvement of certain of the INVENTORS who are affiliated with institutions other than UNIVERSITY as co-inventors with Dr. Said on certain of the patents included within THE PATENTS, the parties recognize that there are both legal and practical difficulties which mitigate against the administration of THE PATENTS under the Patent Administration Agreement.

NOW, THEREFORE,

IN CONSIDERATION OF the premises and of the mutual promises herein contained, the parties do agree as follows:

ARTICLE I: This agreement shall supercede and substitute for the Patent Administration Agreement as to THE PATENTS, but only as to THE PATENTS and the Patent Administration Agreement shall continue in force and effect otherwise unchanged by this agreement.

ARTICLE II: INVENTORS hereby assign and agree to assign THE PATENTS to RESEARCH by means of deeds of assignment in the form of Exhibits B-1 through B-7 hereto attached.

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ARTICLE III: UNIVERSITY hereby consents to said assignments pursuant to ARTICLE II hereof.

ARTICLE IV: RESEARCH agrees:

A. To employ reasonable efforts in good faith to introduce the inventions covered by THE PATENTS into general use by issuing a license or licenses under THE PATENTS to secure and obtain a reasonable return therefrom, all at the sole cost and expense of RESEARCH.

B. To take such steps as RESEARCH, in its sole discretion, may determine to be reasonable and justified to prevent infringement of THE PATENTS, at the sole cost and expense of RESEARCH.

C. As soon as reasonably practicable and at its sole cost and expense, to file such petition or take such other action as may be reasonable and necessary with the Government of the United States of America, hereinafter referred to as the "GOVERNMENT", represented by the National Institutes of Health of the United States Department of Health, Education, and Welfare (or the successor thereof), hereinafter referred to as "DHEW", to obtain a release or determination as to the rights which the GOVERNMENT may have in and to THE PATENTS and the inventions covered thereby pursuant to the National Institutes of Health to UNIVERSITY, DHEW Grant No. HE-04226, Center Award No. HL 14187 (United States Public Health Service), and Career Development Award No. K₃-HE-18,432, thereby permitting UNIVERSITY and/or RESEARCH to administer THE PATENTS and to issue licenses thereunder and, if necessary, to grant to DHEW

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any license or other rights required by or pursuant to such Grant or by any final determination by DHEW regarding ownership and disposition of THE PATENTS and the inventions covered thereby.

D. To the extent deemed necessary by RESEARCH to introduce THE PATENTS into general use pursuant to ARTICLE III A. hereof, to take such steps as may be reasonable and necessary to obtain from each of Medical College of Virginia, Karolinska Institute and Case Western Reserve University a waiver or assignment to RESEARCH of such rights as it may have or be entitled to have in and to THE PATENTS.

ARTICLE V: RESEARCH shall keep proper books of account at its principal office showing all sums of money received by RESEARCH by reason of its licensing and/or assignment of THE PATENTS, and the computation, division and payment of said monies pursuant to ARTICLE VI of this agreement. Said books of account shall be open for inspection during normal business hours by UNIVERSITY or INVENTORS or their respective nominees, upon written demand within a reasonable time from receipt of said demand by RESEARCH. Said books of account shall remain open for such inspection for five (5) years from the end of the calendar year to which they pertain.

ARTICLE VI: Income from THE PATENTS shall be treated as follows:

A. For the purposes of this agreement, the terms set forth below shall be defined as follows:

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(i) "GROSS INCOME" shall mean the sum of all money received by RESEARCH by reason of its licensing and/or assignment of THE PATENTS and any and all rights assigned to it pursuant to ARTICLE II hereof.

(ii) "Special Expenses" shall mean the expenses of litigation in courts of record to assert or defend the validity or scope of any patent; it being understood and agreed that the expenses of such litigation shall not be treated as Special Expenses unless UNIVERSITY shall have given its written assent to their treatment as Special Expenses.

(iii) "Debit" shall mean that portion of fifty (50%) percent of any Special Expenses (cumulative) in excess of the amount (cumulative) of Special Expenses previously deducted from payments to UNIVERSITY under Subparagraph B (2) of this ARTICLE VI.

B. GROSS INCOME shall be distributed annually, as follows:

(1) (a) RESEARCH shall pay to INVENTORS (or their respective heirs, assigns, legatees, executors or administrators) an "INVENTORS SHARE" of GROSS INCOME, computed according to clause (i) or (ii) or (iii) as follows:

(i) In the event that it shall be permitted by the GOVERNMENT in view of ARTICLE XIII hereof, the INVENTORS SHARE shall be twenty-five (25%) percent of GROSS INCOME.

(ii) In the event that the GOVERNMENT shall not permit the amount specified in clause (i) above, but shall permit the standard DHEW share, the INVENTORS SHARE shall be computed as follows:

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<u>INVENTORS SHARE</u>	<u>GROSS INCOME, Cumulative</u>
50% of the first	\$3,000.00 U.S. of GROSS INCOME
25% of the next	10,000.00 U.S. of GROSS INCOME
15% of all GROSS INCOME over	13,000.00 U.S.

(iii) In the event that the GOVERNMENT shall not permit the amount specified in either clause (i) or clause (ii) above, the INVENTORS SHARE shall be such amount as the GOVERNMENT may permit, but not more than twenty-five (25%) percent of GROSS INCOME.

(b) The INVENTORS SHARE shall be divided among the five (5) inventors as follows:

<u>Inventor</u>	<u>Percentage of INVENTORS SHARE</u>
Dr. Said	Thirty (30%) percent
Dr. Mutt	Thirty (30%) percent
Dr. Bodanszky	Thirty (30%) percent
Dr. Klausner	Five (5%) percent
Dr. Nilsson	Five (5%) percent

(2) RESEARCH shall pay to UNIVERSITY, or its successor or assignee, fifty-seven and one-half (57.5%) percent of GROSS INCOME received during the preceding calendar year, less the sum of: (a) all amounts for such calendar year payable to INVENTORS pursuant to Subparagraph B (1) of this ARTICLE VI, and, (b) fifty (50%) percent of any "Special Expenses" incurred during such calendar year, and, (c) any "Debit" remaining from any previous calendar year.

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(3) RESEARCH shall be entitled to retain out of GROSS INCOME received by it all sums of money not required to be distributed to INVENTORS or UNIVERSITY under Subparagraphs B (1) or B (2) of this ARTICLE VI, for use in accordance with the general purposes of its charter including any expenses incurred by it in carrying out its obligations under this agreement.

ARTICLE VII: On or about the 15th day of March of each year, RESEARCH shall mail to UNIVERSITY and to each one of INVENTORS a report stating the following:

A. The progress during the immediately preceding calendar year in connection with THE PATENTS and licensing thereof by RESEARCH.

B. All sums of money received by RESEARCH during the preceding calendar year by reason of said licensing and/or assignment of THE PATENTS.

C. The distribution being made of any sums of money referred to in ARTICLE VII, Paragraph B, an accounting of any Special Expenses incurred during the preceding calendar year, and the calculation of any Debit. Any amount distributable to INVENTORS or UNIVERSITY pursuant to the provisions of ARTICLE VI of this agreement shall be paid at the time of the rendering of such report.

ARTICLE VIII:

A. This agreement shall terminate simultaneously with the expiration of the longest-lived of THE PATENTS.

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B. In the event that RESEARCH shall in its judgment determine that it cannot after reasonable effort obtain such release, determination, waiver or assignment of rights pursuant to Paragraph C or D of ARTICLE IV as will enable RESEARCH reasonably to carry out the terms and conditions of this agreement, RESEARCH shall have the right to terminate this agreement on thirty (30) days' written notice to UNIVERSITY and INVENTORS by certified or registered mail, return receipt requested; and, in such event, RESEARCH shall assign THE PATENTS to UNIVERSITY, subject to the rights of INVENTORS and the GOVERNMENT therein; and, upon any such assignment to UNIVERSITY pursuant hereto, RESEARCH shall have no further obligation to UNIVERSITY or INVENTORS under this agreement, except as to those duties referred to in ARTICLE IX hereof.

ARTICLE IX: The termination of this agreement or assignment of THE PATENTS or any patent application, patent or other patent right therein shall not:

A. Operate to relieve RESEARCH of any of its duties under ARTICLES V, VI, and VII of this agreement with respect to any sums of money theretofore or thereafter received by RESEARCH by reasons of its licensing and/or assignment of THE PATENTS.

B. Prejudice or affect the tenure or validity of any license or grant theretofore entered into by RESEARCH. Such licenses and grants shall survive said termination or assignment and shall continue to be administered by RESEARCH pursuant to the terms of this agreement.

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ARTICLE X: This agreement shall be governed and construed according to the laws of the State of New York.

ARTICLE XI: RESEARCH may not and shall not assign its rights or its duties under this agreement without prior written consent of UNIVERSITY and INVENTORS except as expressly provided for in this agreement.

ARTICLE XII: Any notice to be given under this agreement shall be deemed properly and sufficiently given if mailed by first-class registered or certified postpaid mail to:

UNIVERSITY, as	Chairman The Board of Regents of the University of Texas Office of General Counsel 601 Colorado Street Austin, Texas 78701.
RESEARCH, as	Dr. Willard Marcy Vice President Research Corporation 405 Lexington Avenue New York, New York 10017.
INVENTORS, as	Dr. Sami I. Said Veterans Administration Medical Center 4500 Lancaster South Dallas, Texas 75216. Dr. Viktor Mutt Medicinska Nobelinstitutet Solnavagen I (FACK) S-10401 - Stockholm, Sweden. Miklos Bodansky Department of Chemistry Case Western Reserve University Cleveland, Ohio 44106.

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0267L

Yakir S. Klausner
Department of Biological Chemistry
The Hebrew University
Jerusalem, Israel.

Ann Nilsson
Medicinska Nobelinstitutet
Solnavagen I (FACK)
S-10401 - Stockholm, Sweden.

UNIVERSITY and RESEARCH each reserves the right to change its designated officer for notification and each party reserves the right to change such address for notification, by notice so given.

ARTICLE XIII: This agreement and THE PATENTS are subject to any rights the GOVERNMENT may have in THE PATENTS, including those derived by the GOVERNMENT acting by and through DHEW, as the result of a certain grant to UNIVERSITY, identified as DHEW Grant No. HE-04226, Center Award No. HL 14187, United States Public Health Service, and Career Development Award No. K₃-HE-18,432, in support of work at UNIVERSITY, and any determination by the GOVERNMENT as to the disposition of such rights of the GOVERNMENT and any license issued or to be issued under THE PATENTS to or on behalf of the GOVERNMENT (reference to which is made for the terms and effect thereof) shall survive unaffected the execution and delivery of this agreement.

IN WITNESS WHEREOF, INVENTORS have signed this agreement, and UNIVERSITY and RESEARCH have caused this agreement to be signed and their corporate seals to be hereunto affixed by

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0267L

their duly authorized representatives, on the date(s) indicated below, to be effective as of the day and year first above written.

Attest:

Margaret M. McCarty
Assistant Secretary

RESEARCH CORPORATION

By _____
Vice President



Date: _____

Attest:

(title; seal)
Arthur H. Dilly
Executive Secretary
Board of Regents of
The University of Texas System

THE BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS

By JAMES I. POWELL, CHAIRMAN
(title)
Board of Regents of
The University of Texas System
Date: _____

INVENTORS

By _____
SAMI I. SAID

Date: _____

STATE OF)
) ss.
COUNTY OF)

On this day _____ day of _____, 198 , personally appeared the above-named SAMI I. SAID, personally known to me and known by me to be the one who executed the foregoing instrument, and subscribed the same in my presence, and acknowledged the same to be his free act and deed, before me.

Notary Public

My commission expires:

RJS:ar Said et al. Proj. No. 190-1208 3/26,28,4/16,17,30/80
0267L

By _____
VIKTOR MUTT

Date: _____

STATE OF)
) ss.
COUNTY OF)

On this day _____ day of _____, 198____, personally appeared the above-named VIKTOR MUTT, personally known to me and known by me to be the one who executed the foregoing instrument, and subscribed the same in my presence, and acknowledged the same to be his free act and deed, before me.

Notary Public

My commission expires:

By _____
MIKLOS BODANSZKY

Date: _____

STATE OF)
) ss.
COUNTY OF)

On this day _____ day of _____, 198____, personally appeared the above-named MIKLOS BODANSZKY, personally known to me and known by me to be the one who executed the foregoing instrument, and subscribed the same in my presence, and acknowledged the same to be his free act and deed, before me.

Notary Public

My commission expires:

RJS:ar Said et al. Proj. No. 190-1208 3/26,28,4/16,17,30/80
5/1,5/80 0267L

By _____
YAKIR S. KLAUSNER

Date: _____

STATE OF)
) ss.
COUNTY OF)

On this day _____ day of _____, 198____, personally appeared the above-named YAKIR S. KLAUSNER, personally known to me and known by me to be the one who executed the foregoing instrument, and subscribed the same in my presence, and acknowledged the same to be his free act and deed, before me.

Notary Public

My commission expires:

By _____
ANN NILSSON

Date: _____

STATE OF)
) ss.
COUNTY OF)

On this day _____ day of _____, 198____, personally appeared the above-named ANN NILSSON, personally known to me and known by me to be the one who executed the foregoing instrument, and subscribed the same in my presence, and acknowledged the same to be his free act and deed, before me.

Notary Public

My commission expires:

Page 14 of a 14- page agreement, with Schedules A and B-1 through B-7 attached, by and among SAMI I. SAID, et al., RESEARCH CORPORATION and THE BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS IN THE CITY OF AUSTIN re the inventions of Research Corporation Project No. 190-1208.

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0267L

SCHEDULE A

PATENTS ON VASOACTIVE INTESTINAL PEPTIDES (VIP)
By S. I. Said et al.

<u>Title</u>	<u>Inventor(s)</u>	<u>U.S. Patent No. & Date of Issue</u>
Process for Preparation of Vasocative Intestinal Peptide	Sami I. Said, Miklos Bodanszky, Viktor Mutt, Yakir S. Klausner	3,862,927 January 28, 1975
Isolation of Vasoactive Intestinal Peptide	Sami I. Said, Viktor Mutt	3,879,371 April 22, 1975
Vasoactive Intestinal Peptide	Sami I. Said, Viktor Mutt	3,880,826 April 29, 1975
Vasoactive Intestinal Peptide: Composition and Method	Sami I. Said, Viktor Mutt	3,898,329 August 5, 1975
Vasoactive Intestinal Peptide from Fowl	Sami I. Said, Viktor Mutt, Ann Nilsson	4,016,258 April 5, 1977
Vasoactive Lung Polypeptides	Sami I. Said, Viktor Mutt	4,113,711 Sept. 12, 1978
Vasoactive Polypeptide and Method of Preparation from Neural Tissue	Sami I. Said	4,119,618 October 10, 1978

SCHEDULE A

RJS:ar Said et al. Proj. No. 190-1208 3/31,4/14,15/80
0300L

Schedule B-1

A S S I G N M E N T

WHEREAS, we, SAMI I. SAID of Dallas, Texas 75216, MIKLOS BODANSZKY of Cleveland, Ohio 44106, VIKTOR MUTT of S-10401 - Stockholm, Sweden and YAKIR S. KLAUSNER of Jerusalem, Isreal have jointly invented "Process for Preparation of Vasoactive Intestinal Peptide" and have filed an application for United States patent based thereon, Patent Application Serial No. 401,624, filed September 28, 1973, which issued on January 28th, 1975 as United States Letters Patent No. 3,862,927 and so entitled;

WHEREAS, RESEARCH CORPORATION, of 405 Lexington Avenue, New York, New York 10017, a New York not-for-profit corporation, is desirous of acquiring certain rights thereunder:

NOW, THEREFORE, for one dollar and other good and valuable considerations receipt of all of which is hereby acknowledged, we have jointly and severally agreed to do and hereby jointly and severally sell, assign and transfer unto said corporation the entire right, title and interest in and throughout the United States of America, (including its possessions and dependencies) and all countries foreign thereto in and to said invention, said application, said patent, and any and all patents which have been or may be granted on said invention or any part thereof or on said application or any other application based thereon or based on said invention or any part thereof;

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0300L

TO BE HELD AND ENJOYED by said corporation, its successors and assigns, to the full ends of the respective terms for which said patent or any of them have been or may be granted, as fully and entirely as the same would have been held and enjoyed by us and each of us had no sale and assignment of said interest been made;

AND each of us does hereby agree for himself, and for his respective heirs, executors and administrators, to execute without further consideration any further lawful documents and any further assurances, and any reissue, that might be deemed necessary by said assignee fully to secure to said assignee its interest as aforesaid in and to said invention or any part thereof, and in and to said application and said patent or any of them;

AND each of us does hereby covenant for himself and his legal representatives and agrees with said corporation, its successors and assigns that he has granted no right or license to make, use or sell said invention to anyone except to the extent that he or his successors in interest may be obligated to grant and/or have granted a certain nonexclusive, nontransferable, royalty-free, irrevocable license to the Government of the United States of America, acting by and through the United States Public Health Service (USPHS) of the Department of Health, Education and Welfare pursuant to a certain contract (or grant) between said Government and The Board of Regents of The University of Texas (hereinafter called "UNIVERSITY"), identified as Center Award No. HL 14187, which contract (or grant) and license (reference to each of which is

RJS:ar Said et al. Proj. No. 190-1208 3/31,4/14,15/80
0300L

made for the terms and effect thereof) shall survive unaffected the execution and delivery of this deed of assignment, and except to the extent that he may have been obligated to assign said invention and the patent rights thereon to UNIVERSITY or its designee, that prior to the execution of this deed his right, title and interest in said invention had not been otherwise encumbered, and that this deed is given pursuant to said obligation to UNIVERSITY, and that he has not executed and will not execute any instrument in conflict herewith.

Executed this day of , 19 .

SAMI I. SAID

STATE OF)
) ss.
COUNTY OF)

On this day of , 19 , personally appeared the above-named SAMI I. SAID, personally known to me and known by me to be the one who executed the foregoing instrument, and subscribed the same in my presence, and acknowledged the same to be his free act and deed, before me.

Notary Public

My commission expires:

RJS:ar Said et al. Proj. No. 190-1208 3/31,4/14,15/80
0300L

Executed this day of , 19 .

VIKTOR MUTT

STATE OF)
) ss.
COUNTY OF)

On this day of , 19 , personally
appeared the above-named VIKTOR MUTT personally known to me and
known by me to be the one who executed the foregoing
instrument, and subscribed the same in my presence, and
acknowledged the same to be his free act and deed, before me.

Notary Public

My commission expires:

Executed this day of , 19 .

MIKLOS BODANSZKY

STATE OF)
) ss.
COUNTY OF)

On this day of , 19 , personally
appeared the above-named MIKLOS BODANSZKY personally known to
me and known by me to be the one who executed the foregoing
instrument, and subscribed the same in my presence, and
acknowledged the same to be his free act and deed, before me.

Notary Public

My commission expires:

RJS:ar Said et al. Proj. No. 190-1208 3/31,4/14,15,17/80
0300L

Executed this day of , 19 .

YIKIR S. KLAUSNER

STATE OF)
) ss.
COUNTY OF)

On this day of , 19 , personally
appeared the above-named YAKIR S. KLAUSNER personally known to
me and known by me to be the one who executed the foregoing
instrument, and subscribed the same in my presence, and
acknowledged the same to be his free act and deed, before me.

Notary Public

My commission expires:

Page 5 of a 5 -page deed of assignment to RESEARCH
CORPORATION from the inventors, SAMI I. SAID, VIKTOR MUTT,
MIKLOS BODANSZKY, and YAKIR S. KLAUSNER concerning a certain
invention entitled "Process for Preparation of Vasoactive
Intestinal Peptide", re: U. S. Patent No. 3,862,927. (Research
Corporation Project No. 190-1208)

RJS:ar Said & Mutt Proj. No. 190-1208 3/28,4/1,14,15/80
0273L

Schedule B-2

A S S I G N M E N T

WHEREAS, we, SAMI I. SAID of Dallas, Texas 75216, and VIKTOR MUTT of S-10401 - Stockholm, Sweden have jointly invented "Isolation of Vasoactive Intestinal Peptide" and have jointly filed an application for United States patent based thereon, Patent Application Serial No. 181,444, filed September 17, 1971, which issued on April 22, 1975 as United States Letters Patent No. 3,879,371, and so entitled;

WHEREAS, RESEARCH CORPORATION, of 405 Lexington Avenue, New York, New York 10017, a New York not-for-profit corporation, is desirous of acquiring certain rights thereunder:

NOW, THEREFORE, for one dollar and other good and valuable considerations receipt of all of which is hereby acknowledged, we have jointly and severally agreed to do and hereby jointly and severally sell, assign and transfer unto said corporation the entire right, title and interest in and throughout the United States of America, (including its possessions and dependencies) and all countries foreign thereto in and to said invention, said application, said patent, and any and all patents which have been or may be granted on said invention or any part thereof or on said application or any other application based thereon or based on said invention or any part thereof;

TO BE HELD AND ENJOYED by said corporation, its successors and assigns, to the full ends of the respective terms for which said patent or any of them have been or may be granted, as

RJS:ar Said & Mutt Proj. No. 190-1208 3/28,4/1,14,15/80
0273L

fully and entirely as the same would have been held and enjoyed by us and each of us had no sale and assignment of said interest been made;

AND each of us does hereby agree for himself, and for his respective heirs, executors and administrators, to execute without further consideration any further lawful documents and any further assurances, and any reissue, that might be deemed necessary by said assignee fully to secure to said assignee its interest as aforesaid in and to said invention or any part thereof, and in and to said application and said patent or any of them;

AND each of us does hereby covenant for himself and his legal representatives and agrees with said corporation, its successors and assigns that he has granted no right or license to make, use or sell said invention to anyone except to the extent that he or his successors in interest may be obligated to grant and/or have granted a certain nonexclusive, nontransferable, royalty-free, irrevocable license to the Government of the United States of America, acting by and through the Department of Health, Education and Welfare pursuant to a certain contract (or grant) between said Government and The Board of Regents of The University of Texas (hereinafter called "UNIVERSITY"), identified as Grant No. HE-04226 and Career Development Award No. K3-HE-18,432 (United States Public Health Service) of said Government which contract (or grant) and license (reference to each of which is made for the terms and effect thereof) shall survive unaffected the execution and delivery of this deed of assignment, and except

RJS:ar Said & Mutt Proj. No. 190-1208
3/28,4/1,14,15,17/80
0273L

to the extent that he may have been obligated to assign said invention and the patent rights thereon to UNIVERSITY or its designee, that prior to the execution of this deed his right, title and interest in said invention had not been otherwise encumbered, and that this deed is given pursuant to said obligation to UNIVERSITY, and that he has not executed and will not execute any instrument in conflict herewith.

Executed this day of , 19 .

SAMI I. SAID

STATE OF) -
) ss.
COUNTY OF)

On this day of , 19 , personally appeared the above-named SAMI I. SAID, personally known to me and known by me to be the one who executed the foregoing instrument, and subscribed the same in my presence, and acknowledged the same to be his free act and deed, before me.

Notary Public

My commission expires:

Page 3 of a 4 -page deed of assignment to RESEARCH CORPORATION from the inventors, SAMI I. SAID, and VIKTOR MUTT, concerning a certain invention entitled "Isolation of Vasoactive Intestinal Peptide", re: U. S. Patent No. 3,879,371. (Research Corporation Project No. 190-1208)

RJS:ar Said & Mutt Proj. No. 190-1208
3/28,4/1,14,15,17/80
0273L

Executed this day of , 19 .

VIKTOR MUTT

STATE OF)
) ss.
COUNTY OF)

On this day of , 19 , personally
appeared the above-named VIKTOR MUTT personally known to me and
known by me to be the one who executed the foregoing
instrument, and subscribed the same in my presence, and
acknowledged the same to be his free act and deed, before me.

Notary Public

My commission expires:

Page 4 of a 4 -page deed of assignment to RESEARCH
CORPORATION from the inventors, SAMI I. SAID, and VIKTOR MUTT,
concerning a certain invention entitled "Isolation of
Vasoactive Intestinal Peptide", re: U. S. Patent No. 3,879,371.
(Research Corporation Project No. 190-1208)

RJS:ar Said & Mutt Proj. No. 190-1208 3/28,4/1,14,15/80
0295L

Schedule B-3

A S S I G N M E N T

WHEREAS, we, SAMI I. SAID of Dallas, Texas 75216, and VIKTOR MUTT of S-10401 - Stockholm, Sweden have jointly invented "Vasoactive Intestinal Peptide" and have jointly filed an application for United States patent based thereon, Patent Application Serial No. 181,444, filed September 17, 1971; and have jointly filed as a Continuation-in-part of said Application Serial No. 181,444, United States Patent Application Serial No. 417,605, filed November 20, 1973, which issued on April 29, 1975 as United States Letters Patent No. 3,880,826, and so entitled;

WHEREAS, RESEARCH CORPORATION, of 405 Lexington Avenue, New York, New York 10017, a New York not-for-profit corporation, is desirous of acquiring certain rights thereunder:

NOW, THEREFORE, for one dollar and other good and valuable considerations receipt of all of which is hereby acknowledged, we have jointly and severally agreed to do and hereby jointly and severally sell, assign and transfer unto said corporation the entire right, title and interest in and throughout the United States of America, (including its possessions and dependencies) and all countries foreign thereto in and to said invention, said applications, said patent, and any and all patents which have been or may be granted on said invention or any part thereof or on said applications or any other application based thereon or based on said invention or any part thereof;

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0295L

TO BE HELD AND ENJOYED by said corporation, its successors and assigns, to the full ends of the respective terms for which said patent or any of them have been or may be granted, as fully and entirely as the same would have been held and enjoyed by us and each of us had no sale and assignment of said interest been made;

AND each of us does hereby agree for himself, and for his respective heirs, executors and administrators, to execute without further consideration any further lawful documents and any further assurances, and any reissue, that might be deemed necessary by said assignee fully to secure to said assignee its interest as aforesaid in and to said invention or any part thereof, and in and to said applications and said patent or any of them;

AND each of us does hereby covenant for himself and his legal representatives and agrees with said corporation, its successors and assigns that he has granted no right or license to make, use or sell said invention to anyone except to the extent that he or his successors in interest may be obligated to grant and/or have granted a certain nonexclusive, nontransferable, royalty-free, irrevocable license to the Government of the United States of America, acting by and through the Department of Health, Education and Welfare (DHEW) pursuant to a certain contract (or grant) between said Government and The Board of Regents of The University of Texas (hereinafter called "UNIVERSITY"), identified as Grant No. HE-04226 and Career Development Award No. K₃-HE-18,432

RJS:ar Said & Mutt Proj. No. 190-1208
3/28,4/1,14,15,17/80
0295L

Executed this day of , 19 .

VIKTOR MUTT

STATE OF)
) ss.
COUNTY OF)

On this day of , 19 , personally
appeared the above-named VIKTOR MUTT personally known to me and
known by me to be the one who executed the foregoing
instrument, and subscribed the same in my presence, and
acknowledged the same to be his free act and deed, before me.

Notary Public

My commission expires:

Page 4 of a 4 -page deed of assignment to RESEARCH
CORPORATION from the inventors, SAMI I. SAID, and VIKTOR MUTT,
concerning a certain invention entitled "Vasoactive Intestinal
Peptide", re: U. S. Patent No. 3,880,826. (Research
Corporation Project No. 190-1208)

RJS:ar Said & Mutt Proj. No. 190-1208 3/28,4/1,14,15/80
0296L

Schedule B-4

A S S I G N M E N T

WHEREAS, we, SAMI I. SAID of Dallas, Texas 75216, and VIKTOR MUTT of S-10401 - Stockholm, Sweden have jointly invented "Vasoactive Intestinal Peptide: Composition and Method" and have jointly filed an application for United States patent based thereon, Patent Application Serial No. 417,488, filed November 20, 1973, and have jointly filed as a Continuation-in-part of said Application Serial No. 181,444, filed September 17, 1971, which issued on August 5, 1975 as United States Letters Patent No. 3,898,329, and so entitled;

WHEREAS, RESEARCH CORPORATION, of 405 Lexington Avenue, New York, New York 10017, a New York not-for-profit corporation, is desirous of acquiring certain rights thereunder:

NOW, THEREFORE, for one dollar and other good and valuable considerations receipt of all of which is hereby acknowledged, we have jointly and severally agreed to do and hereby jointly and severally sell, assign and transfer unto said corporation the entire right, title and interest in and throughout the United States of America, (including its possessions and dependencies) and all countries foreign thereto in and to said invention, said applications, said patent, and any and all patents which have been or may be granted on said invention or any part thereof or on said applications or any other application based thereon or based on said invention or any part thereof;

RJS:ar Said & Mutt Proj. No. 190-1208 3/28,4/1,14,15/80
0296L

TO BE HELD AND ENJOYED by said corporation, its successors and assigns, to the full ends of the respective terms for which said patent or any of them have been or may be granted, as fully and entirely as the same would have been held and enjoyed by us and each of us had no sale and assignment of said interest been made;

AND each of us does hereby agree for himself, and for his respective heirs, executors and administrators, to execute without further consideration any further lawful documents and any further assurances, and any reissue, that might be deemed necessary by said assignee fully to secure to said assignee its interest as aforesaid in and to said invention or any part thereof, and in and to said applications and said patent or any of them;

AND each of us does hereby covenant for himself and his legal representatives and agrees with said corporation, its successors and assigns that he has granted no right or license to make, use or sell said invention to anyone except to the extent that he or his successors in interest may be obligated to grant and/or have granted a certain nonexclusive, nontransferable, royalty-free, irrevocable license to the Government of the United States of America, acting by and through the Department of Health, Education and Welfare (DHEW) pursuant to a certain contract (or grant) between said Government and The Board of Regents of The University of Texas (hereinafter called "UNIVERSITY"), identified as Grant No. HE-04226 and Career Development Award No. K₃-HE-18,432 (United States Public Health Service) of said Government which contract

RJS:ar Said & Mutt Proj. No. 190-1208
3/28,4/1,14,15,17/80
0296L

(or grant) and license (reference to each of which is made for the terms and effect thereof) shall survive unaffected the execution and delivery of this deed of assignment, and except to the extent that he may have been obligated to assign said invention and the patent rights thereon to UNIVERSITY or its designee, that prior to the execution of this deed his right, title and interest in said invention had not been otherwise encumbered, and that this deed is given pursuant to said obligation to UNIVERSITY, and that he has not executed and will not execute any instrument in conflict herewith.

Executed this day of , 19 .

SAMI I. SAID

STATE OF)
) ss.
COUNTY OF)

On this day of , 19 , personally appeared the above-named SAMI I. SAID, personally known to me and known by me to be the one who executed the foregoing instrument, and subscribed the same in my presence, and acknowledged the same to be his free act and deed, before me.

Notary Public

My commission expires:

Page 3 of a 4 -page deed of assignment to RESEARCH CORPORATION from the inventors, SAMI I. SAID, and VIKTOR MUTT, concerning a certain invention entitled " Vasoactive Intestinal Peptide: Composition and Method", re: U. S. Patent No. 3,898,329. (Research Corporation Project No. 190-1208)

RJS:ar Said & Mutt Proj. No. 190-1208
3/28,4/1,14,15,17/80
0296L

Executed this day of , 19 .

VIKTOR MUTT

STATE OF)
) ss.
COUNTY OF)

On this day of , 19 , personally
appeared the above-named VIKTOR MUTT personally known to me and
known by me to be the one who executed the foregoing
instrument, and subscribed the same in my presence, and
acknowledged the same to be his free act and deed, before me.

Notary Public

My commission expires:

Page 4 of a 4 -page deed of assignment to RESEARCH
CORPORATION from the inventors, SAMI I. SAID, and VIKTOR MUTT,
concerning a certain invention entitled "Vasoactive Intestinal
Peptide: Composition and Method", re: U. S. Patent No.
3,898,329. (Research Corporation Project No. 190-1208)

RJS:ar Said et al. Proj. No. 190-1208 3/28,4/1,14,15/80
0297L

Schedule B-5

A S S I G N M E N T

WHEREAS, we, SAMI I. SAID of Dallas, Texas 75216, VIKTOR MUTT of S-10401 - Stockholm, Sweden, and ANN NILSSON of S-10401 - Stockholm, Sweden have jointly invented "Vasoactive Intestinal Peptide from Fowl" and have jointly filed an application for United States patent based thereon, Patent Application Serial No. 602,102, filed August 5, 1975, which issued on April 5, 1977 as United States Letters Patent No. 4,016,258, and so entitled;

WHEREAS, RESEARCH CORPORATION, of 405 Lexington Avenue, New York, New York 10017, a New York not-for-profit corporation, is desirous of acquiring certain rights thereunder:

NOW, THEREFORE, for one dollar and other good and valuable considerations receipt of all of which is hereby acknowledged, we have jointly and severally agreed to do and hereby jointly and severally sell, assign and transfer unto said corporation the entire right, title and interest in and throughout the United States of America, (including its possessions and dependencies) and all countries foreign thereto in and to said invention, said application, said patent, and any and all patents which have been or may be granted on said invention or any part thereof or on said application or any other application based thereon or based on said invention or any part thereof;

TO BE HELD AND ENJOYED by said corporation, its successors and assigns, to the full ends of the respective terms for which

RJS:ar Said et al. Proj. No. 190-1208 3/28,4/1,14,15/80
0297L

said patent or any of them have been or may be granted, as fully and entirely as the same would have been held and enjoyed by us and each of us had no sale and assignment of said interest been made;

AND each of us does hereby agree for himself, and for his respective heirs, executors and administrators, to execute without further consideration any further lawful documents and any further assurances, and any reissue, that might be deemed necessary by said assignee fully to secure to said assignee its interest as aforesaid in and to said invention or any part thereof, and in and to said application and said patent or any of them;

AND each of us does hereby covenant for himself and his legal representatives and agrees with said corporation, its successors and assigns that he has granted no right or license to make, use or sell said invention to anyone except to the extent that he or his successors in interest may be obligated to grant and/or have granted a certain nonexclusive, nontransferable, royalty-free, irrevocable license to the Government of the United States of America, acting by and through the Department of Health, Education and Welfare pursuant to a certain contract (or grant) between said Government and The Board of Regents of The University of Texas (hereinafter called "UNIVERSITY"), identified as Grant No. HE-04226 and Career Development Award No. K₃-HE-18,432 (United States Public Health Service) of said Government which contract (or grant) and license (reference to each of which is made for the terms and effect thereof) shall survive unaffected

RJS:ar Said et al. Proj. No. 190-1208
3/28,4/1,14,15,17/80
0297L

the execution and delivery of this deed of assignment, and except to the extent that he may have been obligated to assign said invention and the patent rights thereon to UNIVERSITY or its designee, that prior to the execution of this deed his right, title and interest in said invention had not been otherwise encumbered, and that this deed is given pursuant to said obligation to UNIVERSITY, and that he has not executed and will not execute any instrument in conflict herewith.

Executed this day of , 19. .

SAMI I. SAID

STATE OF)
) ss.
COUNTY OF)

On this day of , 19 , personally appeared the above-named SAMI I. SAID, personally known to me and known by me to be the one who executed the foregoing instrument, and subscribed the same in my presence, and acknowledged the same to be his free act and deed, before me.

Notary Public

My commission expires:

Page 3 of a 4 -page deed of assignment to RESEARCH CORPORATION from the inventors, SAMI I. SAID, VIKTOR MUTT, and ANN NILSSON concerning a certain invention entitled "Vasoactive Intestinal Peptide from Fowl", re: U. S. Patent No. 4,016,258. (Research Corporation Project No. 190-1208)

RJS:ar Said et al. Proj. No. 190-1208
3/28,4/1,14,15,17/80
0297L

Executed this day of , 19 .

VIKTOR MUTT

STATE OF)
) ss.
COUNTY OF)

On this day of , 19 , personally appeared the above-named VIKTOR MUTT personally known to me and known by me to be the one who executed the foregoing instrument, and subscribed the same in my presence, and acknowledged the same to be his free act and deed, before me.

Notary Public

My commission expires:

Executed this day of , 19 .

ANN NILSSON

STATE OF)
) ss.
COUNTY OF)

On this day of , 19 , personally appeared the above-named ANN NILSSON personally known to me and known by me to be the one who executed the foregoing instrument, and subscribed the same in my presence, and acknowledged the same to be his free act and deed, before me.

Notary Public

My commission expires:

Page 4 of a 4 -page deed of assignment to RESEARCH CORPORATION from the inventors, SAMI I. SAID, VIKTOR MUTT, and ANN NILSSON concerning a certain invention entitled "Vasoactive Intestinal Peptide from Fowl", re: U. S. Patent No. 4,016,258. (Research Corporation Project No. 190-1208)

RJS:ar Said & Mutt Proj. No. 190-1208 3/28,4/1,14,15/80
0298L

Schedule B-6

A S S I G N M E N T

WHEREAS, we, SAMI I. SAID of Dallas, Texas 75216, and VIKTOR MUTT of S-10401 - Stockholm, Sweden have jointly invented "Vasoactive Lung Polypeptides" and have jointly filed an application for United States patent based thereon, Patent Application Serial No. 649,968, filed January 19, 1976, which issued on September 12, 1978 as United States Letters Patent No. 4,113,711, and so entitled;

WHEREAS, RESEARCH CORPORATION, of 405 Lexington Avenue, New York, New York 10017, a New York not-for-profit corporation, is desirous of acquiring certain rights thereunder:

NOW, THEREFORE, for one dollar and other good and valuable considerations receipt of all of which is hereby acknowledged, we have jointly and severally agreed to do and hereby jointly and severally sell, assign and transfer unto said corporation the entire right, title and interest in and throughout the United States of America, (including its possessions and dependencies) and all countries foreign thereto in and to said invention, said application, said patent, and any and all patents which have been or may be granted on said invention or any part thereof or on said application or any other application based thereon or based on said invention or any part thereof;

TO BE HELD AND ENJOYED by said corporation, its successors and assigns, to the full ends of the respective terms for which said patent or any of them have been or may be granted, as

RJS:ar Said & Mutt Proj. No. 190-1208 3/28,4/1,14,15/80
0298L

fully and entirely as the same would have been held and enjoyed by us and each of us had no sale and assignment of said interest been made;

AND each of us does hereby agree for himself, and for his respective heirs, executors and administrators, to execute without further consideration any further lawful documents and any further assurances, and any reissue, that might be deemed necessary by said assignee fully to secure to said assignee its interest as aforesaid in and to said invention or any part thereof, and in and to said application and said patent or any of them;

AND each of us does hereby covenant for himself and his legal representatives and agrees with said corporation, its successors and assigns that he has granted no right or license to make, use or sell said invention to anyone except to the extent that he or his successors in interest may be obligated to grant and/or have granted a certain nonexclusive, nontransferable, royalty-free, irrevocable license to the Government of the United States of America, acting by and through the Department of Health, Education, and Welfare (DHEW) pursuant to a certain contract (or grant) between said Government and The Board of Regents of The University of Texas (hereinafter called "UNIVERSITY"), identified as Grant No. HE-04226 and Career Development Award No. K₃-HE-18,432 of said Government which contract (or grant) and license (reference to each of which is made for the terms and effect thereof) shall survive unaffected the execution and delivery of this deed of assignment, and except to the extent that he may

RJS:ar Said & Mutt Proj. No. 190-1208
3/28,4/1,14,15,17/80
0298L

have been obligated to assign said invention and the patent rights thereon to UNIVERSITY or its designee, that prior to the execution of this deed his right, title and interest in said invention had not been otherwise encumbered, and that this deed is given pursuant to said obligation to UNIVERSITY, and that he has not executed and will not execute any instrument in conflict herewith.

Executed this day of , 19 .

SAMI I. SAID

STATE OF)
) ss.
COUNTY OF)

On this day of , 19 , personally appeared the above-named SAMI I. SAID, personally known to me and known by me to be the one who executed the foregoing instrument, and subscribed the same in my presence, and acknowledged the same to be his free act and deed, before me.

Notary Public

My commission expires:

Page 3 of a 4 -page deed of assignment to RESEARCH CORPORATION from the inventors, SAMI I. SAID, and VIKTOR MUTT, concerning a certain invention entitled "Vasoactive Lung Polypeptides", re: U. S. Patent No. 4,113,711. (Research Corporation Project No. 190-1208)

RJS:ar Said & Mutt Proj. No. 190-1208
3/28,4/1,14,15,17/80
0298L

Executed this day of , 19 .

VIKTOR MUTT

STATE OF)
) ss.
COUNTY OF)

On this day of , 19 , personally
appeared the above-named VIKTOR MUTT personally known to me and
known by me to be the one who executed the foregoing
instrument, and subscribed the same in my presence, and
acknowledged the same to be his free act and deed, before me.

Notary Public

My commission expires:

Page 4 of a 4 -page deed of assignment to RESEARCH
CORPORATION from the inventors, SAMI I. SAID, and VIKTOR MUTT,
concerning a certain invention entitled "Vasoactive Lung
Polypeptides", re: U. S. Patent No. 4,113,711. (Research
Corporation Project No. 190-1208)

RJS:ar Said Proj. No. 190-1208.
0299L

3/28,4/1,14.15/80

Schedule B-7

A S S I G N M E N T

WHEREAS, I, SAMI I. SAID of Dallas, Texas 75216 invented "Vasoactive Polypeptide and Method of Preparation from Neural Tissue" and have filed an application for United States patent based thereon, Patent Application Serial No. 681,045, filed April 28, 1976, which issued on October 10, 1978 as United States Letters Patent No. 4,119,618, and so entitled;

WHEREAS, RESEARCH CORPORATION, of 405 Lexington Avenue, New York, New York 10017, a New York not-for-profit corporation, is desirous of acquiring certain rights thereunder:

NOW, THEREFORE, for one dollar and other good and valuable considerations receipt of all of which is hereby acknowledged, I have agreed to do and hereby sell, assign and transfer unto said corporation the entire right, title and interest in and throughout the United States of America, (including its possessions and dependencies) and all countries foreign thereto in and to said invention, said application, said patent, and any and all patents which have been or may be granted on said invention or any part thereof or on said application or any other application based thereon or based on said invention or any part thereof;

TO BE HELD AND ENJOYED by said corporation, its successors and assigns, to the full ends of the respective terms for which said patent or any of them have been or may be granted, as fully and entirely as the same would have been held and enjoyed by me had no sale and assignment of said interest been made;

WJS:ar Said Proj. No. 190-1208
0299L

3/28,4/1,14.15/80

AND I do hereby agree for myself, and for my heirs, executors and administrators, to execute without further consideration any further lawful documents and any further assurances, and any reissue, that might be deemed necessary by said assignee fully to secure to said assignee its interest as aforesaid in and to said invention or any part thereof, and in and to said application and said patent or any of them;

AND I do hereby covenant for myself and my legal representatives and agree with said corporation, its successors and assigns that I have granted no right or license to make, use or sell said invention to anyone except to the extent that I or my successors in interest may be obligated to grant and/or have granted a certain nonexclusive, nontransferable, royalty-free, irrevocable license to the Government of the United States of America, acting by and through the Department of Health, Education and Welfare pursuant to a certain contract (or grant) between said Government and The Board of Regents of The University of Texas (hereinafter called "UNIVERSITY"), identified as Grant No. HE-04226 and Career Development Award No. K₃-HE-18,432 (United States Public Health Service) of said Government which contract (or grant) and license (reference to each of which is made for the terms and effect thereof) shall survive unaffected the execution and delivery of this deed of assignment, and except to the extent that I may have been obligated to assign said invention and the patent rights thereon to UNIVERSITY or its designee, that prior to the execution of this deed my right, title and interest in said invention had not been otherwise encumbered, and that this

RJS:ar Said Proj. No. 190-1208
0299L

3/28,4/1,14,15,17/80

deed is given pursuant to said obligation to UNIVERSITY, and that I have not executed and will not execute any instrument in conflict herewith.

Executed this day of , 19 .

SAMI I. SAID

STATE OF)
) ss.
COUNTY OF)

On this day of , 19 , personally appeared the above-named SAMI I. SAID, personally known to me and known by me to be the one who executed the foregoing instrument, and subscribed the same in my presence, and acknowledged the same to be his free act and deed, before me.

Notary Public

My commission expires:

Page 3 of a 3 -page deed of assignment to RESEARCH CORPORATION from the inventor, SAMI I. SAID concerning a certain invention entitled " Vasoactive Polypeptide and Method of Preparation from Neural Tissue", re: U. S. Patent No. 4,119,618. (Research Corporation Project No. 190-1208)

U. T. HEALTH SCIENCE CENTER - HOUSTON: NONENDOWED PROFESSORSHIPS NAMED ASHBEL SMITH PROFESSORSHIPS. --The five nonendowed professorships previously established at The University of Texas Health Science Center at Houston were named the Ashbel Smith Professorships. All appointees to these professorships shall meet the criteria approved by the U. T. Board of Regents when the nonendowed professorships were established on April 11, 1980, and shall have the prior approval of the Board.

FILE NO. 18
DOCUMENT
REMARKS

See Page 70 for appointment to this nonendowed professorship.

Outside Employment

U. T. CANCER CENTER: AUTHORIZATION FOR MR. R. E. POST, JR., TO SERVE ON THE TEXAS STATE BOARD OF PHARMACY [REGENTS' RULES AND REGULATIONS, PART ONE, CHAPTER III, SECTIONS 13.(10) and 13.(11)]. --Without objection, permission was given for Mr. R. E. Post, Jr., Pharmacy Supervisor at The University of Texas System Cancer Center, to serve as a member of the Texas State Board of Pharmacy for a six year term expiring on June 14, 1987. Governor William P. Clements has reappointed Mr. Post as a member of this committee. Mr. Post will receive reimbursement for his travel expenses to attend meetings and a \$75 per day honorarium for each day of the meeting.

FILE NO. B
DOCUMENT
REMARKS

The appointment is of benefit and creates no conflict with Mr. Post's regular duties at the U. T. Cancer Center. 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 Sections 13.(10) and 13.(11), Chapter III, Part One of the Regents' Rules and Regulations.

ITEMS FOR THE RECORD

Chairman Powell noted the following items for the record relating to previous actions by the U. T. Board of Regents:

U. T. SYSTEM - REPORT OF MEMBERSHIP OR STATUS OF ORGANIZATION FOR ALL COMPONENT DEVELOPMENT BOARDS AND ADVISORY COUNCILS EFFECTIVE SEPTEMBER 1, 1981:

(1) U. T. Arlington: Development Board, Graduate School of Social Work, College of Business Administration and School of Nursing Advisory Councils; (Page 200)

FILE NO. 0
(4) 10
DOCUMENT
REMARKS

(2) U. T. Austin: Development Board, School of Architecture Foundation, College of Business Administration Foundation, College of Communication Foundation, College of Education Foundation, College of Engineering Foundation, College of Fine Arts Foundation, Geology Foundation, Graduate School Foundation, Graduate School of Library and Information Science Foundation, College of Liberal Arts Foundation, College of Natural Sciences Foundation, Pharmaceutical Foundation, School of Social Work Foundation, Marine Science Institute, McDonald Observatory and Department of Astronomy and School of Nursing Advisory Councils; (Page 202)

FILE NO. (M)
11
DOCUMENT
REMARKS

(3) U. T. Dallas: Development Board, School of Management and Administration, Callier Center for Communication Disorders, School General Studies, School of Arts and Humanities and School of Social Sciences Advisory Councils; (Page 210)

FILE NO. (6) 12
DOCUMENT
REMARKS

(4) U. T. El Paso: Development Board; (Page 213)

FILE NO. 6 13
DOCUMENT
REMARKS

(5) U. T. Permian Basin: Development Board and College of Management Advisory Council; (Page 214)

FILE NO. (2) 14
DOCUMENT
REMARKS

- (6) U. T. San Antonio: Development Board and College of Business Advisory Council; (Page 214)
- (7) U. T. Tyler: Development Board; (Page 215)
- (8) U. T. Institute of Texan Cultures: Development Board; (Page 216)
- (9) U. T. Health Science Center - Dallas: Development Board; (Page 216)
- (10) U. T. Galveston Medical Branch: Development Board; (Page 216)
- (11) U. T. Health Science Center - Houston: Development Board; (Page 217)
- (12) U. T. Health Science Center - San Antonio: Development Board; (Page 218)
- (13) U. T. Cancer Center: Board of Visitors of University Cancer Foundation; (Page 218)
- (14) U. T. Health Center - Tyler: Development Board (Page 219) --

Unless otherwise indicated, membership was authorized for and nominees were designated by unanimous vote to the following development boards and advisory councils on June 12, 1981. The Administration notified the individuals nominated and reported that the following had accepted appointments. The full membership of each organization is set out below with the new appointments indicated by an asterisk and reappointments by double asterisks.

1. The University of Texas at Arlington
Development Board.--Authorized Membership 25:

	Term Expires	FILE NO. DOCUMENT REMARKS
Mr. E. T. Allen, Arlington	1983	
**Mr. Robert Alpert, Dallas	1984	
Mr. Lewis Bond, Fort Worth	1982	
Mr. Bill Bowerman, Arlington	1983	
**Dr. Malcolm K. Brachman (Ph.D.), Dallas	1984	
Mr. James T. Brown, Grand Prairie	1982	
**Mr. Jenkins Garrett, Fort Worth	1984	
*Mr. Preston M. Geren, Jr., Fort Worth	1984	
Mr. Richard Greene, Arlington	1983	
Mr. A. R. Hixson, Arlington	1982	
**Mr. Burl B. Hulsey, Jr., Dallas	1984	
Mr. Robert L. Kirk, Dallas	1982	
Mr. C. W. Mayfield, Arlington	1983	
*Mr. Joe Russell, Dallas	1984	
**T. L. Shields, M.D., Fort Worth	1984	
Mr. Danny Smith, Arlington	1983	
**Mr. Lee Smith, Dallas	1984	
**Mr. Marvin Stetler, Arlington	1984	
Mr. John T. Stuart, Dallas	1983	
Mr. Ernest J. Wilemon, Arlington	1982	
*Mr. Ray E. Wilkin, Fort Worth	1983	
Mr. Sam Woodson, Fort Worth	1983	
Mr. Paul E. Yarbrough, Arlington	1982	

Unfilled Term (Term to be determined as filled)
 Unfilled Term (Term to be determined as filled)

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

	<u>Term Expires</u>
R. G. Alexander, D.D.S., Arlington	1982
Mr. Kenneth S. Baum, Fort Worth	1982
Mrs. Josephine Beckwith, Fort Worth	1982
Mrs. Claud Boothman, Dallas	1982
**Mr. Ron Burrus, Irving	1984
Mr. James Chambers III, Dallas	1982
Mr. Roy Dulak, Dallas	1982
Mr. Larry Eason, Fort Worth	1983
Ms. Mamie Ewing, Arlington	1983
Mrs. Billie Farrar, Arlington	1982
Mr. Joe Guise, Dallas	1982
Mr. Pete Hinojosa, Fort Worth	1983
Mrs. Tommy G. Mercer, Fort Worth	1982
Mr. Bob Ray Sanders, Dallas	1983
Mr. Eddie Sandoval, Hurst	1983
Rabbi Robert Schur, Fort Worth	1982
**Mr. Ralph Shannon, Dallas	1984
Mr. Lee Smith, Dallas	1983
Mrs. Richard Snider, Arlington	1982
**Mr. Al Stillman, Dallas	1984
**Mr. Harry Tanner, Dallas	1984
Reverend Gene Thompson, Fort Worth	1983
Mr. Glenn Wilkins, Fort Worth	1982
Unfilled Term	1982
Unfilled Term	1982
Unfilled Term	1984

College of Business Administration Advisory Council.
 --Authorized Membership 30:

	<u>Term Expires</u>
**Mr. Richard L. Buerkle, Arlington	1984
*Mr. Jerry Carr, Dallas	1984
Mr. George L. Clark, Dallas	1983
Mr. Albert H. Cloud, Jr., Dallas	1983
Mr. Steven K. Cochran, Dallas	1983
Mr. Robert L. Crandall, Dallas	1983
Mr. Charles Ferguson, Dallas	1983
Mr. Talmadge E. Foster, Dallas	1983
*Mr. Raymond L. Golden, Dallas	1984
**Mr. J. M. Hill, Cleburne	1984
Mr. Burvin Hines, Arlington	1982
Mr. Leonard E. Huber, Dallas	1983
*Mr. James E. Jack, Dallas	1984
*Mr. Steve McKenney, Dallas	1984
**Mr. Mike A. Myers, Dallas	1984
Mr. Bill Nugent, Fort Worth	1982
*Mr. Lee Paulsel, Fort Worth	1983
Mr. James R. Perry, Fort Worth	1983
*Mr. Eugene B. Peters, Fort Worth	1984
**Mr. George B. Phillips, Fort Worth	1984
Mr. Howard D. Putnam, Dallas	1982
*Mr. Michael A. Reilly, Arlington	1982
Mr. E. M. Rosenthal, Fort Worth	1983
**Mr. Ed Schollmaier, Fort Worth	1984
Mr. Doyle Smith, Arlington	1983
Mr. Ronald G. Steinhart, Dallas	1983
Mr. J. B. Thomas, Fort Worth	1983
Mr. Merle Volding, Dallas	1982
*Mr. Ray E. Wilkin, Fort Worth	1983
Mr. Warren G. Woodward, Dallas	1983

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

	<u>Term Expires</u>
Mrs. Gordon Appleman, Fort Worth	1982
**Frank C. Council, M.D., Arlington	1984
Mr. R. E. Cox III, Fort Worth	1982
Mr. Dan Dipert, Arlington	1983
Mr. Robert W. Gerrard, Fort Worth	1983
Mr. Arthur I. Ginsburg, Fort Worth	1982
Mrs. Kay Buck McDermott, Fort Worth	1983
Mr. Rex C. McRae, Arlington	1982
**Mrs. J. Clark Nowlin, Fort Worth	1984
**Fred Rehfeldt, M.D., Millsap	1984
Mrs. Byron Searcy, Fort Worth	1983
Mr. Ron Smith, Fort Worth	1983
Mr. Sterling Steves, Fort Worth	1982
**Mr. Bill Wagner, Bedford	1984
Unfilled Term	1982
Unfilled Term	1983

2. The University of Texas at Austin

Development Board.--Authorized Membership 32:

	<u>Term Expires</u>
Mr. Rex G. Baker, Jr., Houston	1983
Mrs. Perry R. Bass, Fort Worth	1982
Captain Alan L. Bean, Houston	1983
Senator Lloyd M. Bentsen, Jr., Washington, D. C.	1983
*Mr. E. Glenn Biggs, San Antonio	1984
Mr. L. L. Colbert, Naples, Florida	1983
Mr. Marvin K. Collie, Houston	1982
Mr. C. W. Cook, Austin	1983
Mr. B. W. Crain, Jr., Longview	1983
*Mr. Jack Rust Crosby, Austin	1984
Mr. Franklin W. Denius, Austin	1982
Mr. Bob R. Dorsey, Houston	1982
Mr. A. Baker Duncan, San Antonio	1983
Mr. Hayden W. Head, Corpus Christi	1983
Mr. Dan M. Krausse, Dallas	1982
Mr. Ben F. Love, Houston	1982
Mr. Wales H. Madden, Jr., Amarillo	1983
**Mrs. Eugene McDermott, Dallas	1984
**Mr. J. Mark McLaughlin, San Angelo	1984
Mr. V. F. Neuhaus, McAllen	1983
**Mr. B. D. Orgain, Beaumont	1984
Mr. Robert L. Parker, Sr., Tulsa, Oklahoma	1982
**Mrs. John H. Rauscher, Jr., Dallas	1984
Mr. Howard Richards, Austin	Regent Representative
*Mr. Benno C. Schmidt, New York, New York	1984
*Mr. William H. Seay, Dallas	1984
Mr. Preston Shirley, Galveston	1982
Mr. Ralph Spence, Tyler	1982
Mr. Jack G. Taylor, Austin	1982
Mr. Larry E. Temple, Austin	1983
Mr. J. D. Wrather, Jr., Beverly Hills, California	1982
Unfilled Term	1984

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

	<u>Term Expires</u>
Mr. Howard R. Barr, Austin	1983
Mr. B. Boykin Bartlett, Houston	1983
*Mr. Kenneth E. Bentsen, Houston	1984

*Mr. William N. Bonham, Houston	1984
Mr. David R. Braden, Dallas	1982
Mr. James A. Clutts, Dallas	1982
Mr. Bartlett Cocke, Jr., San Antonio	1982
Mr. B. W. Crain, Jr., Longview	1983
Mr. Robert W. Cutler, Salado	1983
**Mr. Fred W. Day, Jr., Austin	1984
Mr. Robert D. Garland, Jr., El Paso	1983
Mr. Norcell D. Haywood, San Antonio	1983
*Mrs. John S. Justin, Jr., Fort Worth	1984
Mr. Karl F. Kamrath, Houston	1983
Mr. Roy E. Kimsey, Jr., Midland	1982
**Mr. Charles E. Lawrence, Houston	1984
Mr. Edward Mok, San Antonio	1983
*Mr. Charles M. Morton, Austin	1984
**Mr. J. V. Neuhaus III, Houston	1982
Mrs. Catherine H. Powell, San Antonio	1982
**Mr. A. T. Seymour III, Fort Worth	1982
*Mr. W. Overton Shel mire, Dallas	1984
**Mr. Frank H. Sherwood, Fort Worth	1984
Mr. Charles F. Terry, Dallas	1982
Unfilled Term	1984

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

	<u>Term Expires</u>
Mr. Sam Barshop, San Antonio	1983
**Mr. James L. Bayless, Dallas	1984
Mr. Aubrey C. Black, Dallas	1982
Mr. Jack S. Blanton, Houston	1982
**The Honorable Dolph Briscoe, Jr., Uvalde	1984
Mr. Karl T. Butz, Jr., Dallas	1982
Mr. Robert M. Duffey, Jr., Brownsville	1983
Mr. Edwin M. Gale, Beaumont	1983
**Mr. James B. Goodson, Dallas	1984
*Mr. Wayne D. Harbin, Houston	1984
Mr. H. B. (Hank) Harkins, Alice	1983
**Mr. Clyde Johnson, Jr., San Antonio	1984
Mr. William J. Kaplan, St. Louis, Missouri	1982
Mr. Herbert D. Kelleher, San Antonio	1982
Mr. Alex H. Massad, New York, New York	1983
Mr. W. Baker McAdams, Houston	1983
**Mr. Sheldon I. Oster, Houston	1984
Mr. Robert F. Parker, Houston	1983
Mr. James H. Polk III, El Paso	1982
*Mr. B. M. "Mack" Rankin, Jr., Dallas	1984
**Mr. Richard C. Seaver, Los Angeles, California	1984
**Mr. Rex A. Sebastian, Dallas	1984
**Mr. Ralph Spence, Tyler	1984
*Mr. Donald J. Stone, Dallas	1984
Mr. Daniel B. Stuart, Dallas	1983
**Mr. John T. Stuart, Dallas	1984
Mr. C. C. (Pete) Sublett, Houston	1983
Mr. Jack G. Taylor, Austin	1983
Mr. Jere W. Thompson, Dallas	1983
**Mr. Ralph E. Velasco, Jr., San Antonio	1984
**Mr. George S. Watson, Dallas	1984
Mr. James L. Whitcomb, Houston	1982
Mr. Michael B. Wisenbaker, Midland	1983
**Mrs. Bonita Granville Wrather, Los Angeles, California	1984
Unfilled Term	1982

College of Communication Foundation Advisory Council.
 --Authorized Membership 30:

	<u>Term Expires</u>
**Mr. Fred V. Barbee, Jr., El Campo	1984
The Honorable Pat M. Baskin, Midland	1983
Mr. Don E. Carter, Miami, Florida	1982
Mr. George Christian, Austin	1983
Dr. Patricia Cole, Austin	1983
Mr. Walter Cronkite, New York, New York	1982
**Mr. Jim Fain, Austin	1984
*Mr. Joseph T. Jerkins, Austin	1984
Mr. Richard J. V. Johnson, Houston	1983
Mr. Ronald P. Johnson, Houston	1982
**Mr. John T. Jones, Jr., Houston	1984
*Sr. Alejandro Junco de la Vega, Monterrey, Mexico	1984
Mr. Roderick K. Keitz, Dallas	1983
Mr. Robert G. Marbut, San Antonio	1983
Mr. Wendell Mayes, Jr., Austin	1982
*Mrs. Sue Brandt McBee, Austin	1984
Mr. Thomas R. McCartin, Dallas	1982
Mr. Bill Moyers, New York, New York	1983
Mr. Al M. Natkin, New York, New York	1983
**Mr. Sam W. Papert, Jr., Dallas	1984
**Dr. Darrell T. Piersol (Ph.D.), Armonk, New York	1984
Mr. Robert E. Pulver, Norwalk, Connecticut	1982
Mr. John A. Rector, Dallas	1983
Mr. Texas E. Schramm, Dallas	1982
**Mr. Wayne C. Sellers, Palestine	1984
Mr. William H. Shepard, Pittsburgh, Pennsylvania	1982
*Mr. Pickard E. Wagner, Washington, D. C.	1984
Mr. J. D. Wrather, Jr., Beverly Hills, California	1982
Unfilled Term (Term to be determined as filled)	
Unfilled Term (Term to be determined as filled)	

College of Education Foundation Advisory Council.
 --Authorized Membership 24:

	<u>Term Expires</u>
**Mr. Ralph A. Anderson, Jr., Houston	1984
**Mr. William H. Bingham, Austin	1982
**Dr. C. C. Colvert (Ph.D.), Austin	1982
*Mrs. Louise G. Spence Griffeth, Dallas	1983
**Mr. Richard A. Haberman, Austin	1984
**Mr. M. K. Hage, Jr., Austin	1983
**Mr. Ruben Hinojosa, Mercedes	1984
*Mrs. Patricia E. Bell Hunter, Austin	1983
**Mr. Raymond A. Lee, Austin	1982
Dr. Albert B. Martin, Amarillo	1983
*Mrs. Ann Rogers Mauzy, Dallas	1983
**Mrs. Hazel Jane Clements Monday, Huntsville	1982
*Mr. Thomas Mariam Murray, Sugar Land	1982
*Mrs. Catherine Parker, Tulsa, Oklahoma	1984
**Mrs. Sybil Seidel, Dallas	1983
**Dr. Gordon K. Teal (Ph.D.), Dallas	1984
**Mrs. Robert Wilkes, Austin	1983
*Mrs. Carolyn Josey Young, Houston	1984
Unfilled Term (Term to be determined as filled)	
Unfilled Term	1982
Unfilled Term	1982
Unfilled Term	1983
Unfilled Term	1984
Unfilled Term	1984

College of Engineering Foundation Advisory Council.
 --Authorized Membership 40:

	<u>Term Expires</u>
Mr. F. C. Ackman, Houston	1983
Mr. R. L. Adams, Houston	1983
*Dr. Nasser I. Al-Rashid (Ph.D.), Riyadh, Saudi Arabia	1984
Mr. Louis A. Beecherl, Jr., Dallas	1983
*Mr. Robert S. Braden, Houston	1984
Mr. Perry G. Brittain, Dallas	1982
Mr. Glen Burroughs, Dallas	1983
*Mr. David M. Carmichael, Houston	1984
Mr. H. T. Chilton, Atlanta, Georgia	1983
*Mr. William C. Douce, Bartlesville, Oklahoma	1984
**Mr. A. R. Dudley, Houston	1984
Mr. Thomas J. Feehan, Houston	1982
**Mr. John T. Files, Houston	1984
*Mr. Harold J. Fitzgeorge, Houston	1984
Mr. J. J. Forese, Armonk, New York	1982
*Mr. Marvin Gearhart, Fort Worth	1984
Dr. L. R. Hellwig, Tulsa, Oklahoma	1982
Mr. T. Brockett Hudson, Houston	1983
Mr. John V. James, Dallas	1982
Mr. Robert L. Kirk, Dallas	1983
Mr. James R. Lesch, Houston	1983
***Mr. David Lybarger, Cleveland, Ohio	1984
**Dr. Edward A. Mason (Ph.D.), Naperville, Illinois	1984
Mr. Alex H. Massad, New York, New York	1982
Mr. Paul D. Meek, Dallas	1982
Mr. Robert L. Mitchell, New York, New York	1983
Mr. R. J. O'Brien, Houston	1983
Mr. Robert L. Parker, Jr., Tulsa, Oklahoma	1983
Mr. Travis H. Petty, Houston	1983
Mr. Don A. Rikard, Midland, Michigan	1983
Dr. Roland W. Schmitt, Schenectady, New York	1983
***Mr. Charles M. Simmons, Fort Worth	1984
Mr. J. C. Vander Woude, Longview	1982
*Mr. Edward B. Walker III, Houston	1984
Mr. J. C. Walter, Jr., Houston	1983
**Mr. Robert L. White, Arcadia, California	1984
**Mr. M. A. Wright, Houston	1984
Mr. Everett B. Yelton, Jr., Wilmington, Delaware	1983
*Mr. Keating V. Zeppa, Tyler	1984
Unfilled Term	1984

***Approved for membership on August 14, 1981

College of Fine Arts Foundation Advisory Council.
 --Authorized Membership 35:

	<u>Term Expires</u>
Mrs. Thomas D. Anderson, Houston	1982
**Mrs. Elizabeth B. Blake, Dallas	1984
Mrs. D. Phil Bolin, Wichita Falls	1982
Mrs. Marietta Moody Brooks, Austin	1983
**Miss Laura Carpenter, Dallas	1984
**Mrs. Betty Bivins Childers, Amarillo	1984
**Mr. Charles D. Clark, McAllen	1984
Mrs. Fred Thomson Couper, Jr., Houston	1983
Mrs. B. W. Crain, Jr., Longview	1983
Mrs. Trammell Crow, Dallas	1983
Miss Nina Cullinan, Houston	1983
**Mr. Bob R. Dorsey, Houston	1984
**Mrs. John C. Duncan, New York, New York	1984
**Mrs. Walter L. Foxworth II, Dallas	1984
**Dr. George S. Heyer, Jr.(Ph.D.), Austin	1984

**Miss Ann H. Holmes, Houston	1984
Mrs. Edward R. Hudson, Jr., Fort Worth	1983
Mrs. Janet C. Jessen, Austin	1982
Mr. Jack S. Josey, Houston	1983
*Mrs. Mary Lewis Kleberg, San Antonio	1984
Mrs. Amy Freeman Lee, San Antonio	1983
**Mrs. Alexander J. Oppenheimer, San Antonio	1984
**Mr. Francis Prinz, Arlington	1984
Ms. Katherine B. Reynolds, Austin	1983
Mrs. D. J. Sibley, Jr., Austin	1982
**Mr. J. I. Staley, Wichita Falls	1984
Mr. Robert D. Straus, Sr., Houston	1982
Mr. Jack G. Taylor, Austin	1983
Mr. Robert L. Tobin, San Antonio	1982
Mr. Marshall F. Wells, Houston	1982
Mrs. Gail Potts Williamson, Fort Worth	1982
**Mrs. Wallace S. Wilson, Houston	1984
Unfilled Term	1984
Unfilled Term (Term to be determined as filled)	
Unfilled Term (Term to be determined as filled)	

Geology Foundation Advisory Council.

--Authorized Membership 36:

	<u>Term Expires</u>
Mr. Charles W. Alcorn, Jr., Victoria	1982
Mr. Eugene L. Ames, Jr., San Antonio	1983
**Dr. Thomas D. Barrow (Ph.D.), Stamford, Connecticut	1984
**Mr. John F. Bookout, Houston	1984
Mr. Don R. Boyd, Metairie, Louisiana	1982
Mr. W. Henry Cardwell, Houston	1982
Mr. L. Decker Dawson, Midland	1983
Dr. Rodger E. Denison, Dallas	1982
Mr. George A. Donnelly, Jr., Midland	1982
**Mr. James H. Frasher, Houston	1984
**Mr. William E. Gipson, Houston	1984
Mr. John A. Jackson, Dallas	1983
Mr. J. Donald Langston, Houston	1982
**Mr. Jack K. Larsen, Amarillo	1984
Mr. Howard R. Lowe, Coupeville, Washington	1983
Mr. Ken G. Martin, Metairie, Louisiana	1983
Mr. Harry A. Miller, Jr., Midland	1982
**Mr. James R. Moffett, Metairie, Louisiana	1984
*Mr. Michael B. Morris, Houston	1984
Mr. Fred L. Oliver, Dallas	1983
Mr. Judd H. Oualline, Houston	1983
Dr. Philip T. Oxley (Ph.D.), Houston	1983
**Mr. Scott Petty, Jr., San Antonio	1984
Mr. Jack Phillips, Houston	1982
*Mr. George B. Pichel, Los Angeles, California	1984
Mr. W. F. Reynolds, Wichita Falls	1982
Mr. George W. Schneider, Jr., Lafayette, Louisiana	1982
Mr. Tom Schneider, Midland	1982
Mr. F. Augustus Seamans, Houston	1982
Mr. D. B. Sheffield, Houston	1983
**Mr. William T. Stokes, Midland	1984
Mr. Edwin Van den Bark, Bartlesville, Oklahoma	1983
**Mr. Joseph C. Walter, Jr., Houston	1984
Mr. Phillip E. Wyche, Houston	1982
Unfilled Term	1982
Unfilled Term	1983

Graduate School Foundation Advisory Council.

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

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

	<u>Term Expires</u>
Mrs. Betty Anderson, Lubbock	1983
Dr. Mary Boyvey, Austin	1983
Mr. John P. Commons, Duarte, California	1982
**Dr. Robert R. Douglass (Ph.D.), Austin	1984
*Mr. James L. Love, Diboll	1982
Ms. Connie Moore, Austin	1983
*Mrs. Lem Scarbrough, Austin	1984
*Mrs. Arthur Buddy Temple III, Austin	1984
*Ms. Katherine K. Wilson, Amarillo	1982

College of Liberal Arts Foundation Advisory Council.
--Authorized Membership 36:

	<u>Term Expires</u>
Mr. Thomas D. Anderson, Houston	1983
Mr. R. Gordon Appleman, Fort Worth	1983
**Mrs. Robert B. Brinkerhoff, Houston	1984
Mrs. John S. Cargile, San Angelo	1983
Mr. Kenneth D. Carr, Austin	1983
Mrs. Amon G. Carter, Jr., Fort Worth	1983
**Mrs. Trammell Crow, Dallas	1984
Mr. Donald C. Duncan, Burnet	1982
**Frank Hadlock, M.D., Houston	1984
**Mr. Hall S. Hammond, San Antonio	1984
*Mr. Lloyd Hand, Washington, D.C.	1984
**The Honorable Harry Lee Hudspeth, El Paso	1984
*Mrs. Linda C. Hunsaker, Houston	1984
Mr. Wilson S. Jaeggli, Dallas	1982
Mr. Lenoir Moody Josey II, Houston	1982
Mr. Barron U. Kidd, Dallas	1982
**Mrs. Radcliffe Killam, Laredo	1984
Miss Nancy E. Lake, Tyler	1983
Mr. Lowell H. Lebermann, Jr., Austin	1982
Mrs. Wales H. Madden, Jr., Amarillo	1983
Mrs. E. Clyde Parker, Kerrville	1982
*Mrs. John Pope, Abilene	1982
Mr. Robert J. Robertson, Beaumont	1983
**Mrs. William D. Seybold, Houston	1984
*The Honorable Edgar Ashley Smith, Houston	1982
Mrs. William H. Snyder III, Dallas	1982
Mr. Sterling W. Steves, Fort Worth	1983
Mrs. Theodore H. Strauss, Dallas	1983
Mrs. Roger C. Sullivan, Dallas	1982
*Mr. Walter Taylor, Lubbock	1984
Mrs. Larry E. Temple, Austin	1983
Darrell Willerson, Jr., M.D., San Antonio	1982
Mrs. James C. Wynne, Jr., Tyler	1983
Unfilled Term	
Unfilled Term	1982
Unfilled Term	1984
Unfilled Term	1984

College of Natural Sciences Foundation Advisory Council.
--Authorized Membership 24:

	<u>Term Expires</u>
Dr. Roland K. Blumberg, Seguin	1982
**Dr. Malcolm K. Brachman (Ph.D.), Dallas	1984
**Mrs. Spencer N. Brown, Waco	1984
*Dr. Donald M. Carlton (Ph.D.), Austin	1984
Mr. Robert O. Cone, Jr., Seguin	1983
Denton A. Cooley, M.D., Houston	1983
Mr. James D. Dannenbaum, Houston	1983

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**Mr. Walter B. Dossett, Jr., Waco	1984
**Mr. Ben T. Head, Austin	1984
**Mr. Ralph T. Hull, Houston	1984
Mr. Baine P. Kerr, Houston	1982
Mr. Alfred King, Austin	1982
Mr. Richard M. Lucas, Berclair	1982
Dr. H. D. Medley, New York, New York	1982
Mr. Rom Rhome, Houston	1983
D. J. Sibley, Jr., M.D., Austin	1982
**Dr. Gordon K. Teal (Ph.D.), Dallas	1984
Mr. James M. Vaughan, Jr., Houston	1983
Edward H. Withers, M.D., Houston	1982
*Dr. Paul T. Wrotenbery (Ph.D.), Austin	1984
Unfilled Term	1983
Unfilled Term (Term to be determined as filled)	
Unfilled Term (Term to be determined as filled)	
Unfilled Term (Term to be determined as filled)	

Pharmaceutical Foundation Advisory Council.
--Authorized Membership 25:

	<u>Term Expires</u>
*Mr. Joe H. Arnette, Austin	1983
Mr. Harlus F. Barber, Laredo	1983
*Mr. James O. Burke, Abilene	1984
Mr. Henry Cade, Deerfield, Illinois	1982
Mr. William C. Conner, Fort Worth	1982
*Mr. H. Craig Darby, Irving	1984
Mr. Joe R. DeLeon, Jr., Corpus Christi	1982
*Mr. William I. Dismukes, Austin	1984
Mr. Ron Gieser, Burleson	1982
Mr. Leo F. Godley, Fort Worth	1983
Mr. Lonnie F. Hollingsworth, Lubbock	1983
*Mr. Jan Michael Klinck, McAllen	1984
Mr. Alfred A. Mannino, Kansas City, Missouri	1982
**Mrs. William L. Pipkin, Bryan	1984
Mr. Bill C. Pittman, Amarillo	1982
*Dr. William J. Sheffield (Ph.D.), Austin	1983
Mr. Glenn Smith, Waco	1982
Mr. Coulter R. Sublett, Dallas	1983
**Mr. Durwood Swanger, Texarkana	1984
Mr. Paul F. Trantham, Fort Worth	1983
Mr. J. Adan Trevino, Houston	1982
Mr. Tim L. Vordenbaumen, Sr., San Antonio	1982
Mr. Eugene L. Vykukal, Dallas	1982
Mr. Neill B. Walsdorf, San Antonio	1982
*Mr. Billy W. Woodward, Temple	1984

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

	<u>Term Expires</u>
Mrs. Robert M. Ayres, Sewanee, Tennessee	1982
Mr. Tom Backus, Austin	1983
*Mrs. Charles F. Bedford, Fort Worth	1984
Mr. Ernest M. Briones, Corpus Christi	1983
*Mr. Cecil Burney, Corpus Christi	1982
**Mr. Jerome Chapman, Austin	1984
Mrs. Jim Fain, Austin	1982
Mrs. Ruth H. Fred, Houston	1983
Dr. Wayne H. Holtzman, Austin	1983
John J. Kavanagh, M.D., Austin	1982
*Mrs. Harry Loftis, Tyler	1984
Mrs. Margaret H. Magness, Austin	1982
*Mr. Dean Milkes, Corsicana	1984
Mr. James J. Miller, Victoria	1982
Mrs. Carole A. Pinkett, Baytown	1983
Mr. Victor W. Ravel, Austin	1983
**Mr. Phil Dowell Strickland, Dallas	1984

Mr. A. Fred Swearingen, Corpus Christi	1982
**Mrs. Jack Rice Turner, Corpus Christi	1984
**Dr. Carolyn Dixon Wells (Ph.D.), Houston	1984
*Mr. Everett E. Woods, Abilene	1982

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

	<u>Term Expires</u>
Mrs. John B. Armstrong, Kingsville	1983
*Mr. James H. Atwill, Port Aransas	1984
Charles W. Bailey, Jr., M.D., Houston	1982
Mr. Perry R. Bass, Fort Worth	1983
**Mr. William H. Bauer, La Ward	1984
Mr. Albert M. Biedenbarn, Jr., San Antonio	1982
Mr. Cecil E. Burney, Corpus Christi	1982
**Mr. Charles C. Butt, Corpus Christi	1984
Mr. Louis Castelli, Dallas	1983
**Mr. James H. Clement, Kingsville	1984
Mr. Leroy G. Denman, San Antonio	1983
*Mr. John Dorn, Corpus Christi	1984
Mr. Robert M. Duffey, Jr., Brownsville	1982
Mr. Hugh Halff, Jr., San Antonio	1982
Mr. Edward H. Harte, Corpus Christi	1983
Mr. Hayden W. Head, Corpus Christi	1982
Mr. George C. Hixon, San Antonio	1983
Mr. John C. Holmgreen, San Antonio	1983
Mr. D. Michael Hughes, Houston	1982
Mrs. Lyndon B. Johnson, Stonewall	1982
Mrs. Walter W. McAllister, Jr., San Antonio	1983
Mr. Frank W. McBee, Jr., Austin	1983
**Mr. William Negley, San Antonio	1984
**Mr. V. F. Neuhaus, McAllen	1984
Mr. A. A. Seeligson, Jr., San Antonio	1983
**Mr. James C. Storm, Corpus Christi	1984
Mr. Don E. Weber, Corpus Christi	1983
Mr. M. Harvey Weil, Corpus Christi	1982
Mr. Charles A. Worthen, Galveston	1982
Unfilled Term	1982
Unfilled Term	1982
Unfilled Term	1983
Unfilled Term	1984
Unfilled Term	1984
Unfilled Term	1984

McDonald Observatory and Department of Astronomy
 Advisory Council.--Authorized Membership 35:

	<u>Term Expires</u>
**Dr. Willis A. Adcock (Ph.D.), Dallas	1984
Mr. Rex G. Baker, Jr., Houston	1982
*Al Barrier, M.D., Seguin	1984
Mr. William B. Blakemore II, Midland	1983
Dr. Roland K. Blumberg, Seguin	1983
*The Honorable Ed Clark, Austin	1984
**Mr. John W. Cox, Naples, Florida	1984
***Mr. James E. Egan, Austin	1984
**Mr. Houston H. Harte, San Antonio	1984
Mr. Jack S. Josey, Houston	1982
Mr. James J. Kaster, Austin	1982
Mr. Marion T. Key, Lubbock	1983
Mr. Joe J. King, Houston	1983
**Mr. Chris Lacy, Fort Davis	1982
Mr. Wales H. Madden, Jr., Amarillo	1983
Mr. R. W. McKinney, Nacogdoches	1983
**Mr. Harold E. O'Kelley, San Antonio	1984
**Mr. Robert W. Olson, Dallas	1984

**The Honorable Mary Polk, Austin	1984
The Honorable W. E. Snelson, Midland	1983
Mr. C. H. Taylor, Houston	1982
Mr. Curtis T. Vaughan, San Antonio	1982
Dr. Robert V. West, Jr., San Antonio	1983
***Mr. Otto Wetzel, Jr., Dallas	1984
Mr. Josiah Wheat, Woodville	1983
The Honorable John Wildenthal, Houston	1983
*Mr. Dan C. Williams, Dallas	1984
**Mr. Samuel T. Yanagisawa, Garland	1984
Unfilled Term	1983
Unfilled Term	1984
Unfilled Term	1984
Unfilled Term (Term to be determined as filled)	
Unfilled Term (Term to be determined as filled)	
Unfilled Term (Term to be determined as filled)	
Unfilled Term (Term to be determined as filled)	

***Approved for membership on August 14, 1981

School of Nursing Advisory Council.
--Authorized Membership 18:

	<u>Term Expires</u>
Mr. Cleve Bachman, Beaumont	1982
Miss Catherine A. Bane, Houston	1983
*Mrs. Bob Casey, Jr., Houston	1984
Mrs. Joe Christie, Austin	1982
Mrs. J. E. Connally, Abilene	1982
**Armando Cuellar, M.D., Weslaco	1984
Mr. David T. Davenport, Austin	1983
*Ms. Beverly Drawe, Austin	1984
*Ms. Jane Hickie, Austin	1984
*Mr. Fred Higginbotham, Atlanta, Georgia	1983
**Ms. Luci B. Johnson, Austin	1984
Max E. Johnson, M.D., San Antonio	1983
*Ms. Susan Nash, Lubbock	1984
Mrs. John R. Rainey, Jr., Austin	1982
*William W. Sawtelle, M.D., San Antonio	1984
Mr. Earl E. Walker, Shrewsburg, Missouri	1983
Unfilled Term	1982
Unfilled Term	1984

3. The University of Texas at Dallas

Development Board.--Authorized Membership 25:

	<u>Term Expires</u>
Mrs. Bruce Calder, Dallas	1983
Mr. Clifton W. Cassidy, Jr., Richardson	1982
**Dr. Andrew R. Cecil (Ph.D.), Richardson	1984
Mr. A. Earl Cullum, Jr., Dallas	1983
Mr. Sol Goodell, Dallas	1982
**Mr. James B. Goodson, Dallas	1984
**Mr. Morris Hite, Dallas	1984
Mr. Jack B. Jackson, Richardson	1983
Mr. George W. Jalonick IV, Dallas	1983
Mr. Rex V. Jobe, Dallas	1982
Mr. Gifford K. Johnson, Dallas	1982
**Mr. Philip R. Jonsson, Dallas	1984
*Mr. John McKay, Dallas	1982
Mr. Richard K. Marks, Dallas	1982
**Mr. Mark Martin, Dallas	1984
Mr. Mike A. Myers, Dallas	1983
Dr. Marco Padalino (Ph.D.), Richardson	1983
Mrs. Theodore H. Strauss, Dallas	1983
**Mr. Thomas M. Sullivan, Dallas	1984

Mr. C. J. Thomsen, Dallas	1982
*Ms. Judy Winkel, Dallas	1984
Mr. Warren G. Woodward, Dallas	1983
Unfilled Term	1982
Unfilled Term	1983
Unfilled Term	1984

Advisory Council for the School of Management and Administration.--Authorized Membership 34:

	<u>Term Expires</u>
Mr. Harry B. Bartley, Dallas	1982
*Mr. Charles M. Best, Dallas	1982
Mr. James G. Blanchette, Jr., Dallas	1983
Mr. John R. Buntin, Dallas	1983
Mr. Robert W. Cannon, Dallas	1982
Mr. John J. Casey, Dallas	1982
Mr. William E. Cooper, Dallas	1982
Mr. S. Finley Ewing, Dallas	1982
Mr. Jerry Farrington, Dallas	1982
Mr. Richard I. Galland, Dallas	1983
Mr. James B. Gardner, Dallas	1983
Mr. Thomas C. Hayman, Dallas	1982
*Mr. Joseph W. Hight, Dallas	1984
**Mr. Thomas B. Howard, Dallas	1984
Dr. Kal A. Lifson, Dallas	1983
Mr. Richard F. Mitchell, Dallas	1982
Mr. Raymond D. Nasher, Dallas	1982
Mr. Thomas G. Plaskett, Dallas	1983
**Mr. Jay R. Reese, Dallas	1984
Mr. Frank A. Rossi, Dallas	1983
**Mr. William H. Seay, Dallas	1984
**Mr. Rex A. Sebastian, Dallas	1984
Mr. Bryan Smith, Dallas	1982
**Mr. David R. Tacke, Dallas	1984
Mr. Allan J. Tomlinson, Dallas	1983
**Mr. James R. Voisinet, Dallas	1984
**Mr. C. Lee Walton, Jr., Dallas	1984
**Ms. Linda A. Wertheimer, Dallas	1984
Mr. D. Hugh Williams, Dallas	1983
*Mr. Joel T. Williams III, Dallas	1984
Unfilled Term	1982
Unfilled Term	1983
Unfilled Term	1983
Unfilled Term	1984

Advisory Council for the Callier Center for Communication Disorders.--Authorized Membership 30:

	<u>Term Expires</u>
Dr. Willis Adcock, Dallas	1983
Mr. W. H. Bowen, Dallas	1982
**Mr. Stuart M. Bumpas, Dallas	1984
Mrs. George V. Charlton, Dallas	1982
**Mrs. A. Earl Cullum, Jr., Dallas	1984
**Mr. Robert B. Cullum, Dallas	1984
**Mr. Joe M. Dealey, Dallas	1984
**Mrs. Robert E. Dennard, Dallas	1984
Mr. Jerry S. Farrington, Dallas	1983
**Mr. Lee Fikes, Dallas	1984
Mr. Jay Goltz, Dallas	1982
Mr. Sol Goodell, Dallas	1983
Mr. Lee J. Guittar, Jr., Dallas	1983
Mr. W. Gordon Hobgood, Dallas	1983
Mr. Ray Hutchison, Dallas	1983
Miss Nelle Johnston, Dallas	1982
Mr. J. E. Jonsson, Dallas	1983

**Mr. Ben A. Lipshy, Dallas	1984
Dr. Walter Rosenblith, Cambridge, Massachusetts	1982
Mr. Herbert G. Schiff, Dallas	1982
Mr. William Schilling, Dallas	1983
Mr. Harry A. Shuford, Dallas	1982
Mr. Pat Y. Spillman, Dallas	1983
**Mr. C. A. Tatum, Jr., Dallas	1984
Mr. Carl J. Thomsen, Dallas	1982
Unfilled Term	1982
Unfilled Term	1984

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

	<u>Term Expires</u>
Ms. Anne Blocker, Dallas	1983
Mr. Sam Bloom, Dallas	1982
Ms. Beverly Laughlin Brooks, Dallas	1982
Mr. Roy E. Dulak, Dallas	1983
*Mr. Hardy H. England, Richardson	1984
Mr. Jerry Gray, Richardson	1982
Mrs. Melba Davis Greenlee, Dallas	1982
Mr. David Kaplan, Richardson	1983
*Arnold H. Kassanoff, M.D., Dallas	1983
Reverend W.B.J. Martin, Dallas	1983
Mrs. Mamie McKnight, Dallas	1982
Mr. Ernest H. Randall, Jr., Richardson	1983
Mrs. Martha Ritter, Richardson	1982
*Mr. Tracy Rowlett, Dallas	1984
*Mr. Bob Ray Sanders, Dallas	1983
**Mrs. Morton H. Sanger, Dallas	1984
Reverend Louis Saunders, Dallas	1983
**Mr. Al Stillman, Dallas	1984
**Miss Rhobia Taylor, Dallas	1984
Mr. C. J. Webster, Addison	1982
Mrs. Julius Wolfram, Dallas	1983
Unfilled Term	1982
Unfilled Term	1984
Unfilled Term	1984
Unfilled Term	1984

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

	<u>Term Expires</u>
Mr. Jac Alder, Dallas	1983
Mr. Charles A. Angel, Jr., Dallas	1982
**Mrs. Alfred Bromberg, Dallas	1984
**Mr. Lloyd H. Haldeman, Dallas	1984
Mr. Jerry Lee Holmes, Dallas	1982
Mr. S. Roger Horchow, Dallas	1983
Mr. Plato Karayanis, Dallas	1983
Mr. Milton P. Levy, Jr., Irving	1982
**Mrs. Edward Marcus, Dallas	1984
Mr. Harry S. Parker III, Dallas	1982
Mrs. Theodore H. Strauss, Dallas	1982
Mr. Henry Taylor, Dallas	1983
Mr. Liener Temerlin, Dallas	1982
Mr. Jerrold M. Trim, Dallas	1982
*Mr. Otto K. Wetzel, Jr., Dallas	1983
Mr. J. T. Whatley, Dallas	1982
Mr. Addison Wilson III, Dallas	1983
Unfilled Term	1983

Unfilled Term	1983
Unfilled Term	1984

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

	<u>Term Expires</u>
**Mr. Richard J. Agnich, Dallas	1984
**Mr. Art Busch, Dallas	1984
Mr. Karl Butz, Jr., Dallas	1982
Mr. David J. Chase, Dallas	1982
Ms. Betty Jo Christian, Washington, D.C.	1983
Ms. Lee Cullum, Dallas	1983
Mr. William Crier, Plano	1982
Mr. Alan R. Erwin, Freeport	1983
**Mr. David Fox, Carrollton	1984
Mr. F. B. Goldman, Dallas	1982
**Mr. Lee Guittar, Dallas	1984
**Ms. Kay Bailey Hutchison, Dallas	1984
Ms. Eddie Bernice Johnson, Dallas	1982
Mr. Rodger Mitchell, Richardson	1982
**Mr. George Schrader, Dallas	1984
Mr. Richard F. Smith, Dallas	1983
Mr. Garry A. Weber, Dallas	1982
Unfilled Term	1982
Unfilled Term	1982
Unfilled Term	1983
Unfilled Term	1984
Unfilled Term	1984

4. The University of Texas at El Paso

Development Board.--Authorized Membership 25:

	<u>Term Expires</u>
Eugenio A. Aguilar, Jr., D.D.S., El Paso	1983
Mr. Richard N. Azar, El Paso	1982
**Mr. Julian Bernat, El Paso	1984
Gordon L. Black, M.D., El Paso	1982
**Mr. H. M. Daugherty, Jr., El Paso	1984
Mr. Charles H. Foster, El Paso	1983
**Mr. Hugh K. Frederick, Jr., El Paso	1984
Mrs. Robert F. Haynsworth, El Paso	1982
Mr. Robert C. Heasley, El Paso	1982
Mr. Fred Hervey, El Paso	1982
Mr. Lindsay B. Holt, El Paso	1982
**Mr. Ted Karam, El Paso	1984
Mr. Dennis H. Lane, El Paso	1983
Mr. C. H. Leavell, El Paso	1983
Mr. George G. Matkin, El Paso	1983
Mr. Louis B. McKee, El Paso	1982
Mr. L. A. Miller, El Paso	1982
Mr. Jim Neessen, El Paso	1982
Mr. W. H. Orme-Johnson, Jr., El Paso	1983
Mr. Jim Phillips, El Paso	1982
Mr. Jose G. Santos, El Paso	1983
Mr. Edward F. Schwartz, El Paso	1983
Mr. Tad R. Smith, El Paso	1982
**Mr. Sam D. Young, Jr., El Paso	1984
Unfilled Term	1984

5. The University of Texas of The Permian Basin

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Development Board.--Authorized Membership 25:

	<u>Term Expires</u>
**Mr. H. Eugene Abbott, Midland	1984
*Mrs. Jerry L. Avery, Big Spring	1984
Mr. William B. Blakemore II, Midland	1983
Mr. Claude W. Brown, McCamey	1982
Mr. Ignacio Cisneros, Odessa	1982
J.D. Cone, M.D., Odessa	1983
**Mr. John A. Currie, Big Spring	1984
Mr. J. Conrad Dunagan, Monahans	1983
**Mr. Mel Z. Gilbert, Snyder	1984
Mr. Ray F. Herndon, Jr., Midland	1982
Mr. John J. Ingram, Midland	1982
**Mr. W. D. Noel, Odessa	1984
**Mr. Herschel O'Kelley, Midland	1984
Mr. Charles R. Perry, Odessa	1982
**Mr. James Roberts, Andrews	1984
Mr. Louis Rochester, Odessa	1983
Mr. W. F. Roden, Midland	1982
Mr. W. O. Shafer, Odessa	1983
Mrs. Richard C. Slack, Pecos	1983
**Mrs. Phillip R. Zeeck, Odessa	1984
Unfilled Term (Term to be determined as filled)	
Unfilled Term (Term to be determined as filled)	
Unfilled Term (Term to be determined as filled)	
Unfilled Term (Term to be determined as filled)	
Unfilled Term (Term to be determined as filled)	

College of Management Advisory Council.
--Authorized Membership 15:

	<u>Term Expires</u>
***Mr. Brent Blackmon, Odessa	1982
***Mr. Mike Furman, Odessa	1984
***Ms. Charlotte Hall, Midland	1984
***Mr. Sam Holloman, Odessa	1983
***Mr. Earl W. Husband, Odessa	1982
***J. Millard Kimery, DDS, MSD, Midland	1983
***Mr. W. H. "Bill" Malone, Midland	1984
***Mr. Kenneth Martin, Odessa	1982
***Mr. Edward C. McNoel, Odessa	1983
***Mr. J. L. Moore, Odessa	1983
***Mr. Jess Sellers, Kermit	1984
***Ms. Dicie Stewart, Odessa	1984
***Mr. Bob Switzer, Odessa	1983
***Mr. Toby Tripp, Odessa	1982
***Mr. Calvin W. White, Midland	1982

***On August 14, 1981, nominees were approved for initial membership.

6. The University of Texas at San Antonio

Development Board.--Authorized Membership 25:

	<u>Term Expires</u>
Mr. Glenn Biggs, San Antonio	1982
Dr. Roland K. Blumberg, Seguin	1982
Mr. Richard W. Calvert, San Antonio	1982
Mr. Hugh K. Foster, San Antonio	1983
Mr. Gordon N. George, San Antonio	1982
Mr. Houston H. Harte, San Antonio	1983
**Mr. James H. Helland, San Antonio	1984
Mrs. B. K. Johnson, San Antonio and La Pryor	1983
Mr. Charles A. Kuper, Sr., San Antonio	1982

Mr. Quincy Lee, San Antonio	1982
Mr. Bernard L. Lifshutz, San Antonio	1983
**Mrs. Walter W. McAllister, Jr., San Antonio	1984
Mr. B. J. "Red" McCombs, San Antonio	1983
Gen. Robert F. McDermott (Ret.), San Antonio	1983
Mr. Lewis J. Moorman, Jr., San Antonio	1982
**Mr. Harold E. O'Kelley, San Antonio	1984
**Mr. Jesse H. Oppenheimer, San Antonio	1984
Mr. Scott Petty, Jr., San Antonio	1982
Mr. C. Linden Sledge, San Antonio	1983
**Mr. John T. Steen, Sr., San Antonio	1984
Mr. Louis H. Stumberg, San Antonio	1983
**Mr. Curtis Vaughan, Jr., San Antonio	1984
**William C. Winter, M.D., San Antonio	1984
**Mrs. Irene Wischer, San Antonio	1984

Unfilled Term 1984

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

	<u>Term Expires</u>
**Mr. Stevenson Atherton, San Antonio	1984
Mr. Jesse A. Baker, San Antonio	1982
**Mr. Fred W. Burtner, San Antonio	1984
**Mr. William G. Conway, San Antonio	1984
Col. Victor J. Ferrari, San Antonio	1982
Dr. Lyman R. Fink, San Antonio	1982
Mrs. Katherine N. Folbre, San Antonio	1983
Mr. Gordon N. George, San Antonio	1982
Mr. George F. Golder, San Antonio	1983
Mr. William E. Greehey, San Antonio	1983
Mr. Alex H. Halff, San Antonio	1982
**Mr. James L. Hayne, San Antonio	1984
Mrs. Mazie Sale Hill, San Antonio	1983
Mr. John R. Kittrell, San Antonio	1982
Mr. Marvin M. Kline, San Antonio	1983
Mr. Byron L. LeFlore, San Antonio	1983
*Mr. Robert R. Moore, San Antonio	1984
*Mr. Clark Munroe, San Antonio	1984
Mr. Harold E. O'Kelley, San Antonio	1983
**Mr. Juan J. Patlan, San Antonio	1984
Mr. James C. Phelps, San Antonio	1982
Mr. Thomas J. Pierce, Corpus Christi	1982
Mr. Robert H. Seal, San Antonio	1982
Unfilled Term	1983
Unfilled Term	1984

7. The University of Texas at Tyler

Development Board.--Authorized Membership 25:

	<u>Term Expires</u>
Mr. C. Quentin Abernathy, Gladewater	1983
Mr. Henry M. Bell, Jr., Tyler	1983
Mr. Allen M. Burt, Tyler	1983
Mr. Charles L. Childers, Tyler	1982
**Mr. Bill G. Hartley, Tyler	1984
**Mr. J. S. Hudnall, Tyler	1984
B. H. McVicker, M.D., Lufkin	1982
**Mr. Robert J. Phillips, Tyler	1984
Mr. George W. Pirtle, Tyler	1983
Mr. A. W. Riter, Jr., Tyler	1982
Mr. Isadore Roosth, Tyler	1982
Mr. Earl L. Story, Jr., Tyler	1982
**Jim M. Vaughn, M.D., Tyler	1984
**Mr. Royce E. Wisenbaker, Tyler	1984

Unfilled Term	1982)	216
Unfilled Term	1982	
Unfilled Term	1982	
Unfilled Term	1983	
Unfilled Term	1983	
Unfilled Term	1984	
Unfilled Term	1984	
Unfilled Term	(Term to be determined as filled)	
Unfilled Term	(Term to be determined as filled)	
Unfilled Term	(Term to be determined as filled)	

8. The University of Texas
Institute of Texan Cultures at San Antonio

Development Board.--Authorized Membership 26:

	<u>Term Expires</u>
Mr. Morris Atlas, McAllen	1983
**Mr. Joe Belden, Dallas	1984
Mr. Henry M. Bell, Tyler	1983
**Mr. Jack S. Blanton, Houston	1984
Mr. Bob B. Brinkerhoff, Houston	1982
Mr. J. P. Bryan, Jr., Houston	1983
Mr. Charles C. Butt, Corpus Christi	1982
Mr. Edward Clark, Austin	1982
Mr. Bob R. Dorsey, Houston	1982
Judge Joe J. Fisher, Beaumont	1982
Mr. Jenkins Garrett, Fort Worth	1983
**Mr. Alex H. Halff, San Antonio	1984
Mr. Neal A. Hawthorn, Longview	1983
Mr. John Henderson, Lufkin	1982
**Dr. Wayne H. Holtzman, Austin	1984
**Mr. Reagan Houston III, San Antonio	1984
**Mr. Edward Joseph, Austin	1984
Mr. Max Mandel, Laredo	1983
Mr. R. W. "Dick" McKinney, Nacogdoches	1983
Dan C. Peavy, Jr., D.D.S., San Antonio	1983
**Mr. Herman Pressler, Houston	1984
Miss Josephine Sparks, Corpus Christi	1982
Mrs. Walter G. Sterling, Houston	1983
Mr. Marshall T. Steves, San Antonio	1982
Mr. David A. Witts, Dallas	1983
Unfilled Term	1984

9. The University of Texas
Health Science Center at Dallas

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

10. The University of Texas
Medical Branch at Galveston

Development Board.--Authorized Membership 40:

	<u>Term Expires</u>
W. Tom Arnold, M.D., Houston	1983
George P. Bachman, M.D., Seguin	1983
Mrs. William H. Bauer, La Ward	1983
G. Valter Brindley, Jr., M.D., Temple	1982
Honorable Edward Clark, Austin	1982
Kleberg Eckhardt, M.D., Corpus Christi	1983
Edward Egbert, Jr., M.D., El Paso	1983
Mr. Lawrence E. Ethridge, Jr., Corpus Christi	1983
Mr. Edwin Gale, Beaumont	1983

Carlos D. Godinez, M.D., McAllen	1983
**Miss F. Marie Hall, Big Spring	1984
*Mrs. Florence T. Hall, Big Spring	1984
Walter F. Hasskarl, M.D., Brenham	1983
Jesse B. Heath, M.D., Madisonville	1982
*Mr. Simon Henderson, Lufkin	1984
Mr. Harris L. Kempner, Galveston	1983
Donald R. Lewis, M.D., Paris	1982
David T. McMahon, Jr., M.D., San Antonio	1982
Mr. A. G. McNeese, Jr., Houston	1983
David C. Miesch, M.D., Paris	1983
Mr. Ballinger Mills, Galveston	1983
*Mr. Robert L. Moody, Galveston	1983
Mr. W. L. Moody IV, Galveston	1983
Sam A. Nixon, Jr., M.D., Houston	1982
C. M. Phillips, M.D., Austin	1982
**Mario E. Ramirez, M.D., Roma	1984
*Wayne V. Ramsey, Jr., M.D., Abilene	1984
**Mrs. Edward R. Randall, Jr., Galveston	1984
**Harvey Renger, M.D., Hallettsville	1984
Raleigh R. Ross, M.D., Austin	1983
William D. Seybold, M.D., Houston	1983
Mr. Preston Shirley, Galveston	1982
Mr. James C. Storm, Corpus Christi	1983
Clyde E. Thomas, Jr., M.D., Big Spring	1983
Courtney M. Townsend, M.D., Paris	1982
**Jim M. Vaughn, M.D., Tyler	1984
Mr. Carmage Walls, Houston	1983
Mr. John M. Winterbotham, Houston	1982
Mr. Sam P. Woodson, Jr., Fort Worth	1983
Unfilled Term	1984

11. The University of Texas
Health Science Center at Houston

Development Board.--Authorized Membership 53:

	<u>Term Expires</u>
**Mr. Evans Attwell, Houston	1984
**Mr. Harry G. Austin, Houston	1984
Mr. Murphy Baxter, Houston	1983
Mr. William K. Bruce, Houston	1982
Mr. Hugh Q. Buck, Houston	1982
Mr. John Cater, Houston	1983
Mrs. John S. Chase, Houston	1982
Mr. Joseph S. Cullinan II, Houston	1982
Mr. Jack Currie, Houston	1983
Mr. Robert P. Doherty, Jr., Houston	1982
*Mrs. Charles W. Duncan, Houston	1982
**Mr. John H. Duncan, Houston	1984
**Mr. Kraft W. Eidman, Houston	1984
**Mr. Kenneth Fellows, Houston	1984
**Mr. W. N. Finnegan III, Houston	1984
**Mr. Joe F. Flack, Houston	1984
Mr. A. J. Gallerano, Houston	1983
**Mr. Robert G. Greer, Houston	1984
Mr. William C. Harvin, Houston	1982
**Mr. Wayne Hightower, Houston	1984
Mr. Collins Hill, Jr., Houston	1983
**Mr. John B. Holmes, Jr., Houston	1984
Mr. Roy Huffington, Houston	1983
**Mr. Jack S. Josey, Houston	1984
**Mrs. Mavis Kelsey, Houston	1984
Mr. Allan C. King, Houston	1983
**Mr. Earl B. Loggins, Houston	1984
Mr. Ben Love, Houston	1983
**Mr. John L. McConn, Jr., Houston	1984
Mrs. A. G. McNeese, Jr., Houston	1983

Mr. Walter M. Mischer, Jr., Houston	1983	
Mr. Robert Parker, Houston	1982	1 218
**Mr. Edward Randall III, Houston	1984	
Mr. Theodore C. Rogers, Houston	1982	
**Mr. Pat R. Rutherford, Jr., Houston	1984	
Mr. Robert A. Shepherd, Jr., Houston	1982	
Mr. Robert Stewart, Jr., Houston	1983	
Mr. Raybourne Thompson, Sr., Houston	1982	
Mrs. Felix Tijerina, Houston	1982	
Mr. Prentis B. Tomlinson, Jr., Houston	1983	
Mrs. Jack T. Trotter, Houston	1982	
Mr. Clifford Francis Tuttle, Houston	1983	
Mr. Neal O. Wade, Jr., Houston	1982	
Mr. Jack Weingarten, Houston	1982	
Mrs. Bernice Weingarten Welch, Houston	1983	
Mr. William M. Wheless III, Houston	1983	
**Mr. Gail Whitcomb, Houston	1984	
Mr. Gene M. Woodfin, Houston	1983	
President Roger J. Bulger, Houston	No Fixed Term	
Mr. John P. Porretto, Houston		
Vice President for Administration and Finance	No Fixed Term	
Unfilled Term	1982	
Unfilled Term	1982	
Unfilled Term	1983	

12. The University of Texas
Health Science Center at San Antonio

Development Board.--Authorized Membership 25:

	<u>Term Expires</u>
Mr. Sam Barshop, San Antonio	1983
Mr. Glenn Biggs, San Antonio	1983
Mrs. Roland K. (Jane) Blumberg, Seguin	1982
**Mr. Tom Frost, Jr., San Antonio	1984
Mr. C. C. Gunn, Sr., San Antonio	1982
Mr. G. (Jim) Hasslocher, San Antonio	1983
**John J. Hinchey, M.D., San Antonio	1984
**Mr. Louis J. Kocurek, San Antonio	1984
Mrs. Helen Tribble Mays, San Antonio	1982
Asher R. McComb, M.D., San Antonio	1982
General Robert F. McDermott, San Antonio	1983
**Mr. John E. Newman, San Antonio	1984
**Mr. Jesse H. Oppenheimer, San Antonio	1984
Mr. Charles G. Orsinger, San Antonio	1982
Mrs. John (Ruby) Peace, San Antonio	1983
Mr. Robert H. Seal, San Antonio	1983
John M. Smith, Jr., M.D., San Antonio	1982
Reeves L. Smith, D.D.S., San Antonio	1982
Mrs. John (Nell) Steen, San Antonio	1983
**Mrs. Joe (Joci) Straus, Jr., San Antonio	1984
**Mr. Edgar Von Scheele, San Antonio	1984
Mrs. Earl H. (Irene) Wischer, San Antonio	1982
Mr. H. B. Zachry, San Antonio	1983
Unfilled Term	1982
Unfilled Term	1984

13. The University of Texas System Cancer Center

Board of Visitors of University Cancer Foundation.
--Authorized Membership 30:

	<u>Term Expires</u>
Mr. James A. Baker III, Washington, D.C.	1982
Mr. Max E. Banks, Amarillo	1983

Mr. Charles C. Butt, Corpus Christi	1983
Mr. Harlan Crow, Dallas	1982
Mr. Ernest Deal, Houston	1983
Mr. Leroy G. Denman, Jr., San Antonio	1983
Mr. John H. Duncan, Houston	1983
*Dr. Burton E. Grossman, Tampico, Mexico	1984
Mr. Paul R. Haas, Corpus Christi	1982
*Mrs. Jesse B. Heath, Jr., Houston	1984
**Mr. Thad T. Hutcheson, Jr., Houston	1984
Mr. Richard J. V. Johnson, Houston	1982
Mr. Lenoir M. Josey, Houston	1983
Mrs. J. Hugh Liedtke, Houston	1983
*Mr. Walter M. Mischer, Jr., Houston	1984
Mrs. Austin McCloud, Eastland	1982
**Mr. W. D. Noel, Odessa	1984
Mr. T. Boone Pickens, Jr., Amarillo	1982
*Mr. B. M. Rankin, Jr., Dallas	1984
Mr. William F. Roden, Midland	1983
Mr. Ben J. Rogers, Beaumont	1982
Mr. Nat S. Rogers, Houston	1983
*Mr. Isadore Roosth, Tyler	1984
Mr. W. R. Smith, Houston	1982
Mrs. Walter G. Sterling, Houston	1983
Mr. Larry E. Temple, Austin	1982
*Mr. O. Pendleton Thomas, Houston	1984
Mr. Fred Q. Underwood, Lubbock	1982
*Mr. Dan C. Williams, Dallas	1984
**Mrs. Wallace S. Wilson, Houston	1984

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14. The University of Texas
Health Center at Tyler

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

Alley, West Sixth St.

FILE NO. 400
DOCUMENT
ATTACHED

U. T. SYSTEM: REPORT OF VACATION OF WEST SIXTH STREET ALLEY BY THE CITY OF AUSTIN. --It was reported that on June 4, 1981, the Austin City Council approved the vacation of the alley extending from Colorado Street to Lavaca Street between Claudia Taylor Johnson Hall and Ashbel Smith Hall. The University has received a Quitclaim Deed dated July 1, 1981, conveying the land in the alley to the U. T. Board of Regents and the City of Austin has retained an easement for public utility and emergency access purposes.

It was noted that this conveyance will provide additional space for visitor parking and will allow University personnel to control unauthorized parking and promote better vehicular and pedestrian safety.

President, Selection Committee

12
APPOINTMENT
MARKS

U. T. DALLAS: APPOINTMENT OF ADVISORY COMMITTEE FOR THE SELECTION OF A CHIEF ADMINISTRATIVE OFFICER (PRESIDENT). --
The membership of the Advisory Committee for the Selection of a Chief Administrative Officer (President) at The University of Texas at Dallas was reported for the record. This committee had been appointed pursuant to the Regents' Rules and Regulations, Part One, Chapter II, Section 4.11: 220

Advisory Committee for Selection of Chief Administrative Officer
for
The University of Texas at Dallas

System Administration Representatives

Executive Vice Chancellor Bryce Jordan (Chairman)
Chancellor E. D. Walker

Board of Regents

Regent Jane Weinert Blumberg (Mrs. Roland K.)
Regent Jess Hay
Regent Tom B. Rhodes

Chief Administrative Officers

Dr. Peter T. Flawn, President, The University of Texas
at Austin
Dr. Charles C. Sprague, President, The University of
Texas Health Science Center at Dallas
Dr. James W. Wagener, President, The University of
Texas at San Antonio

Deans' Representatives - U. T. Dallas

Dr. Raymond P. Lutz, Executive Dean of Graduate Studies
and Research

Faculty Representatives - U. T. Dallas

Dr. James C. Bartlett, School of Human Development
Dr. David C. Emanuel, School of Management and
Administration
Dr. Dennis Kratz, School of Arts and Humanities
Dr. David J. Morgan, School of Social Sciences
Dr. Patrick L. Odell, School of Natural Sciences and
Mathematics

Student Representatives

Ms. Sally Nance
Mr. Robert A. Rodriguez

Dallas Community Representative

Mr. Robert Decherd

Meetings of The Board

221

SCHEDULED MEETING.--It was ordered that the next meeting of the U. T. Board of Regents previously scheduled for December 10-11, 1981 be at The University of Texas of the Permian Basin.

FILE NO. I
DOCUMENT
REMARKS

COMMITTEE OF THE WHOLE - EXECUTIVE SESSION (Pages 221-231)

Chairman Powell reported that the Committee of the Whole had met in Executive Session in Room 240 of the University Center on Thursday afternoon (October 8) following the meeting of the Buildings and Grounds Committee and continued its meeting on Friday (October 9) following the Open Session of the Committee of the Whole to discuss matters in accordance with Article 6252-17, Sections 2(e), (f) and (g) of Vernon's Texas Civil Statutes: Litigation, Land Acquisition and Personnel Matters. See Page 2.

In response to Chairman Powell's inquiry as to whether any Regent desired to take action on any of the items discussed, the following were acted upon:

U. T. BOARD OF REGENTS - REGENTS' RULES AND REGULATIONS
PART ONE: AMENDMENTS TO CHAPTER I (CONCERNING ORGANIZATION AND COMMITTEE STRUCTURE) AND AUTHORIZATION FOR EXECUTIVE SECRETARY TO MAKE EDITORIAL CHANGES THEREIN. -- Upon motion of Regent Rhodes, seconded by Regent Milburn, Chapter I of Part One of the Regents' Rules and Regulations concerning the organization and committee structure of the U. T. Board of Regents was amended to read as set forth below and the Executive Secretary in consultation with the Chairman, the Office of the Chancellor, and the Office of General Counsel was authorized to make editorial changes therein to conform to these amendments:

FILE NO. B
DOCUMENT
REMARKS

a. Subsection 3.2 of Section 3 was amended to read as follows:

- 3.2 Duties of the Chairman.--The duties and responsibilities of the Chairman shall include the following:
- 3.21 The Chairman shall preside over the meetings of the Board.
 - 3.22 The Chairman shall be authorized to call special meetings of the Board, as herein provided.
 - 3.23 Except for the Executive Committee, which shall be composed of the Chairman and the two Vice-Chairmen, the Chairman shall appoint the standing and special committees of the Board.
 - 3.24 The Chairman shall be an ex officio member of all committees of the Board.
 - 3.25 The Chairman shall sign, with the Executive Secretary attesting, any bonds, contracts or other documents or instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board to some other officer, official or agent of the System.

b. Section 4 was amended to read as follows:

Sec. 4. Vice-Chairmen of the Board. -- Two Vice-Chairmen of the Board shall be elected by the Board from its number when the Chairman is elected and shall serve at the pleasure of the Board. At the election, the Board shall designate which Vice-Chairman shall assume the duties of Chairman in case of the absence, death, resignation, disability, removal, or disqualification of the Chairman. In case of the absence, death, resignation, disability, removal, or disqualification of the Chairman, the designated Vice-Chairman shall perform the duties of the Chairman until the Chairman shall resume his or her office or a successor Chairman shall have been elected as herein provided. In case of the absence, death, resignation, disability, removal, or disqualification of both the Chairman and the designated Vice-Chairman, the other Vice-Chairman shall perform the duties of Chairman until the Chairman or designated Vice-Chairman shall resume his or her office or a successor Chairman shall have been elected as herein provided. Upon the death, resignation, disability, or removal of a Vice-Chairman, the Board shall elect a successor Vice-Chairman as soon as practicable.

c. Section 6 was amended to read as follows:

Sec. 6. Meetings of the Board and Standing Committees of the Board.

- 6.1 Regular Meetings of the Board. --Regular meetings of the Board shall be held at such times and places as the Board shall designate. Unless otherwise determined in advance by the Board, all regular meetings shall be held in Austin.
- 6.2 Special Meetings of the Board. --Special meetings of the Board shall be held upon the call of the Chairman, or upon the written request of three members of the Board. The Chairman shall cause written notification of the time, place, and purposes of any special meeting to be mailed to each member of the Board by the Executive Secretary at least three days before the time of the meeting.
- 6.3 Regular Meetings of Standing Committees. --Regular meetings of standing committees of the Board shall be held at such times and places as each standing committee shall designate. The Chairman of each standing committee shall coordinate the times and places of regular meetings through the Office of the Board of Regents in order to avoid conflicts due to overlap in membership. Unless otherwise determined in advance by the standing committee, all regular meetings shall be held in Austin.
- 6.4 Special Meetings of Standing Committees. --Special meetings of standing committees shall be held upon the call of the Chairman of the Committee, upon the call of the Chairman of the Board, or upon the written request of two members of the committee. The Chairman of the standing committee shall cause written notification of the time, place, and purposes of any special meeting to be mailed to each member of the Board by the Executive Secretary at least three days before the time of the meeting.
- 6.5 Official Business. --No business other than that placed on the Agenda and noticed as required by law shall be officially transacted at a meeting of the Board or its committees.

- d. The heading of Section 7 and Subsection 7.1 of Section 7 were amended to read as follows:

Sec. 7. Committee Structure.

- 7.1 Standing Committees. -- The following committees shall be standing committees of the Board to consider policies for the government of all major areas: (a) Executive Committee; (b) Finance and Audit Committee; (c) Academic Affairs Committee; (d) Health Affairs Committee; (e) Buildings and Grounds Committee; (f) Land and Investment Committee.
- 7.11 Composition of Standing Committees; Appointment of Chairmen. --
- 7.111 The Executive Committee is composed of the Chairman and Vice-Chairmen of the Board. The Chairman of the Board is the Chairman of the Executive Committee.
- 7.112 Each standing committee, other than the Executive Committee, is composed of three members of the Board appointed by the Chairman.
- 7.113 The Chairman of each standing committee (other than the Executive Committee) shall be appointed by the Chairman of the Board shortly after his or her election, by and with the consent of the Board, and shall remain as Chairman of the standing committee (unless a vacancy shall be caused by death, resignation, or refusal of some member of a committee to act) until the succeeding Board Chairman shall have reconstituted the committees.
- 7.12 Method of Filling Vacancies in the Chairmanship of Standing Committees. -- In case a vacancy shall occur in the chairmanship of any of the standing committees, the Chairman of the Board shall appoint another member of the Board to serve as Chairman of the standing committee, by and with the consent of the Board, and, if confirmed, the appointment shall stand until the time for appointment of Chairmen of the standing committees as provided in Subdivision 7.113 of this chapter.
- 7.13 Authority of Standing Committees. -- The authority of standing committees of the Board shall be subject to action of the whole Board and the committees' actions shall be referred to the Board before they shall become effective.
- 7.14 Duties of the Executive Committee. -- The Executive Committee, after appropriate consultation with other members of the Board, shall act for the Board on emergency items that require immediate action between meetings of the Board; provided, at each Board meeting, the Executive Committee shall report, for ratification and approval, all actions taken by it since the last meeting of the Board.
- 7.15 Duties of the Finance and Audit Committee. -- The Finance and Audit Committee shall:
- 7.151 Consider and make recommendations to the Board on all matters relating to the business and administrative management of The University of Texas System Administration and each component institution of the System.
- 7.152 Following consultation with the Academic Affairs Committee and the Health Affairs Committee consider and recommend to the Board the operating

- budgets of The University of Texas System Administration and each component institution of the System.
- 7.153 Following consultation with the Academic Affairs Committee and the Health Affairs Committee, consider and recommend to the Board biennial submissions of appropriation requests to the Legislative Budget Board and to the governor as prepared by the Office of the Chancellor in accordance with Section 6 of Chapter II of Part Two of these Rules and Regulations.
- 7.154 Propose to the Board all appropriations of funds and all modifications of or additions to such appropriations.
- 7.155 Following consultation with the Academic Affairs Committee and the Health Affairs Committee, recommend to the Board matters which commit the University System or any component thereof to operating expenditures in future fiscal years.
- 7.156 Counsel with the Office of the Chancellor and recommend appropriate Board action with respect to any recommendations by the Chancellor related to the appointment, promotion, and dismissal of such System Administration Officers as report directly or indirectly to the Chancellor.
- 7.157 Recommend to the Board all administrative funds and compensation for the Office of the Chancellor and System Administration and the rates of professional compensation.
- 7.158 Consider and recommend to the Board matters related to all employee personnel programs, fringe benefits, retirement programs, and labor relations in the System Administration and the component institutions.
- 7.159 Obtain, review, and report to the Board on all State, System Administration, and institutional audit reports.
- 7.15(10) Exercise supervision over post-auditing activities related to the conduct and administration of the System and component institutions.
- 7.15(11) Transmit to the Chancellor, subject to the prior approval of the Board, such instructions as it deems necessary for the enforcement of sound accounting and auditing practices.
- 7.15(12) Initiate System Administration and institutional audits as deemed necessary to ensure management control within The University of Texas System. (In this regard, the Chairman of the Finance and Audit Committee shall have direct access to the person who occupies the position of chief auditor of the System.)
- 7.16 Duties of the Academic Affairs Committee. -- The Academic Affairs Committee shall:
 - 7.161 Consider and report to the Board on matters concerned with substantive aspects of policies and programs related to the academic philosophy and objectives of the general academic institutions; with University relations; and with general academic planning, instruction, and research.
 - 7.162 Recommend to the Board policies relating to soliciting and securing gifts and endowments for the University's general academic institutions and the acceptance, use, and allocation of such gifts and

- endowments including recommendations on appointments to Professorships and Chairs.
- 7.163 Consider and report to the Board on all matters affecting the libraries of the general academic institutions.
- 7.164 Recommend to the Finance and Audit Committee matters which commit the general academic institutions to operating expenditures in future years.
- 7.165 Consider and recommend to the Finance and Audit Committee the annual operating budgets of the general academic institutions, including rates of compensation.
- 7.166 Consider and recommend to the Finance and Audit Committee biennial submissions of appropriation requests to the Legislative Budget Board and to the governor as prepared by the Office of the Chancellor in accordance with Section 6 of Chapter II of Part Two of these Rules and Regulations.
- 7.167 Counsel with the Office of the Chancellor and recommend to the Board approval of matters related to student affairs, fees and housing in the general academic institutions.
- 7.168 Counsel with the Office of the Chancellor and recommend to the Board approval of the appointment, promotion, and dismissal of such institutional officers as may be appropriate in the general academic institutions.
- 7.169 Consider and report to the Board on matters relating to the research, training, and community service activities at the general academic institutions.
- 7.16(10) Consider and recommend to the Board the acceptance and execution of grants and contracts for research, training, and community service at the general academic institutions.
- 7.16(11) Counsel with the Office of the Chancellor and recommend appropriate Board action with respect to any recommendations by the Executive Vice Chancellor for Academic Affairs related to the appointment, promotion, and dismissal of such System Administration Officers as report directly or indirectly to the Executive Vice Chancellor for Academic Affairs.
- 7.17 Duties of the Health Affairs Committee. -- The Health Affairs Committee shall:
- 7.171 Consider and report to the Board on matters concerned with substantive aspects of policies and programs related to the academic philosophy and objectives of the health-related institutions; with University relations; and with health-related academic planning, instruction, and research.
- 7.172 Recommend to the Finance and Audit Committee on matters which commit the health-related institutions to operating expenditures in future years.
- 7.173 Consider and recommend to the Finance and Audit Committee the annual operating budgets of the health-related institutions, including rates of compensation.
- 7.174 Consider and recommend to the Finance and Audit Committee biennial submissions of appropriation

- requests to the Legislative Budget Board and to the governor as prepared by the Office of the Chancellor in accordance with Section 6 of Chapter II of Part Two of these Rules and Regulations.
- 7.175 Counsel with the Office of the Chancellor and recommend to the Board approval of matters relating to student affairs, fees and housing in the health-related institutions.
- 7.176 Counsel with the Office of the Chancellor and recommend to the Board the approval of the appointment, promotion, and dismissal of such institutional officers as may be appropriate in the health-related institutions.
- 7.177 Consider and report to the Board on matters relating to the research, training, and community service activities of the health-related institutions.
- 7.178 Consider and report to the Board on all matters affecting the libraries of the health-related institutions.
- 7.179 Consider and recommend to the Board the acceptance and execution of grants and contracts for research, training, and community service at the health-related institutions.
- 7.17(10) Recommend to the Board policies relating to soliciting and securing gifts and endowments for the University's health-related institutions and the acceptance, use, and allocation of such gifts and endowments including recommendations on appointments to Professorships and Chairs.
- 7.17(11) With respect to each Hospital owned by The University of Texas System:
- 7.17(11)1 Participate in the accreditation process for the Hospital;
- 7.17(11)2 Review long-range plans for the Hospital;
- 7.17(11)3 Review and make recommendations to the Board concerning the bylaws, rules and regulations of the medical staff of the Hospital;
- 7.17(11)4 Review and make recommendations to the Board concerning mechanisms and controls for the achievement and maintenance of high standards of professional practices in and at the Hospital; and
- 7.17(11)5 Hold regular meetings at the Hospital to review programs and problems.
- 7.17(12) Counsel with the Office of the Chancellor and recommend Board action with respect to any recommendations by the Executive Vice Chancellor for Health Affairs related to the appointment, promotion, and dismissal of such System Administration Officers as report directly or indirectly to the Executive Vice Chancellor for Health Affairs.
- 7.18 Duties of the Buildings and Grounds Committee. -- The Buildings and Grounds Committee shall:
- 7.181 Consider matters relating to the acquisition and use of the grounds and buildings of all campus and campus-related real property of The University of Texas System.
- 7.182 Recommend to the Board the award of contracts to consulting and other architects; approve plans and accept bids for construction projects.

- 7.183 Recommend to the Board the award and execution of construction and equipment contracts and approve progress reviews and beneficial occupancy of construction projects.
- 7.184 Consider capital improvement requests and, with the concurrence of the Finance and Audit Committee, make recommendations to the Board.
- 7.185 Make recommendations to the Board with respect to the naming of University buildings, streets, roads, and other facilities including redesignation of existing facilities.
- 7.19 Duties of the Land and Investment Committee. -- The Land and Investment Committee shall:
 - 7.191 Consider and make recommendations to the Board on all matters relating to the investment and investment properties of the Permanent University Fund and all trusts and special funds.
 - 7.192 Consider and make recommendations on all matters relating to management of the lands constituting the permanent endowment of the University.
 - 7.193 Consider and make recommendations on all matters relating to the acquisition, management, and sale of trust property and special funds, and the issuance of bonds.
 - 7.194 Recommend to the Board appointments and dismissals of members of the Investment Advisory Committee and of investment consultants and advisors.
 - 7.195 Periodically report to the Board on the investment operations of The University of Texas System.
 - 7.196 Counsel with the Office of the Chancellor and recommend Board action with respect to any recommendations by the Chancellor related to the appointment, promotion, and dismissal of such System officers as are responsible for managing the lands and investments of the system or any component thereof.

e. Subsections 8.2, 8.4, and 8.5 of Section 8 were amended to read as follows:

- 8.2 Order of Business. -- Customarily, the order of business at a regular meeting of the Board shall be as follows:
 - 8.21 Correction and approval of Minutes of preceding meeting.
 - 8.22 Executive Session of the Board.
 - 8.23 Special Items:
 - (a) Office of the Chancellor
 - (b) Chief administrative officers of the component institutions
 - (c) Members of the Board
 - 8.24 Consideration of approval of items contained in reports of standing committees.
 - (a) Executive Committee
 - (b) Finance and Audit Committee
 - (c) Academic Affairs Committee
 - (d) Health Affairs Committee
 - (e) Buildings and Grounds Committee
 - (f) Land and Investment Committee
 - 8.25 Consideration of items referred directly to the Board.
 - 8.26 Reports of special committees.

8.4 Matters to be Referred to Committees. -- The Chairman of the Board in consultation with the Executive Secretary to the Board and appropriate committee chairmen shall make appropriate referrals to standing committees. On all matters for the consideration of the Board originating in the Office of the Chancellor, the Office of the Chancellor shall include a recommendation as to the standing committee to which the matter should be referred. Insofar as it is practicable, all subjects and matters requiring Board action shall be referred to the appropriate standing committee for consideration and recommendation before action is taken thereon by the Board.

8.5 Communications by and to the Board.

8.51 Members of the Board of Regents are to be permitted access to such personnel and information as in their individual judgements will enable them to fulfill their duties and responsibilities as Regents of The University of Texas System. It is the responsibility of each Regent to be knowledgeable in some detail regarding the operations, management, finances, and effectiveness of the academic, research, and public service programs of The University of Texas System, and members of the Board have the right and authority to inform themselves as to their duties, responsibilities and obligations in such a manner as they may deem proper. The regular channel of communication from members of the Board to the faculty, staff and administration is through the Office of the Chancellor and the chief administrative officer of the institution involved, and a copy of any communication sent by a Regent directly to any member of the faculty, staff or administration should be furnished to the Office of the Chancellor and the chief administrative officer of the institution involved; however, individual Board members are not precluded when they deem it necessary and proper from direct participation and communication with the chief administrative officers, representatives, and personnel of The University of Texas System Administration and its component institutions, faculty members and other groups. All staff and faculty proposals that are to be acted upon by the Regents shall be presented to the Office of the Chancellor in sufficient time to permit that office to consider such proposals, make recommendations thereon, and transmit them to the Executive Secretary to the Board no later than seventeen days prior to the next meeting of the Board, in order that the calendar, agenda, and supporting material may be prepared in time to mail to the members of the Board so they will receive it at least five days prior to the meeting. Except where emergency proposals are involved, all such proposals not submitted to the Executive Secretary within the time prescribed shall not be considered by the Board but shall automatically be deferred until the next meeting of the Board.

8.52 Except upon invitation of the Board, the Chairman of the Board or the Office of the Chancellor, no person shall appear before the Board or any committee thereof unless he shall file with the Executive Secretary to the Board a written request for such appearance at least ten days before the date of such appearance and unless the Chairman of the Board, or a majority of the whole Board, shall approve the request; provided, however, that the chief administrative officer, or his delegate, and/or the president of the students' association, or his delegate, of any component institution, without prior notice or

request but subject to such time limitation as may be prescribed by the Chairman or a majority of the Board (or by the chairman or a majority of the committee), may appear before the Board or any committee thereof whenever the matter under consideration by the Board or committee directly affects the component institution represented by such chief administrative officer and/or student president. Whenever time and other circumstances permit, the president of the students' association, or his delegate, of such component institution, shall consult with the chief administrative officer, or his delegate, of such institution regarding said "matter under consideration" prior to the meeting of the Board or committee. Insofar as possible, any person who appears before the Board pursuant to the ten-day notice provision or without notice pursuant to the provisions of this paragraph shall provide a written statement of the substance of such person's presentation to the Board, and, insofar as possible, such written statement shall be delivered to the Executive Secretary to the Board in sufficient time for copies to be distributed to the Regents prior to the meeting.

- 8.53 All official material to be distributed to the Regents shall be transmitted through the Office of the Board. Copies of all official communications from administrative officers to the Regents shall be sent to the Executive Secretary. Communications from the Office of the Chancellor shall be exempt from this requirement at the Chancellor's discretion, but in such cases information copies shall be furnished to the Executive Secretary.
- 8.54 A docket, to be entitled "Docket No. _____ of the Office of the Chancellor," composed of routine matters arising from System Administration and the component institutions, which are required to be reported to and/or approved by the Board in accordance with established policies of the Board, shall be prepared as directed and approved by the Office of the Chancellor. All docket items from the component institutions must be received in the Office of the Chancellor not less than twenty-one days prior to the next regular scheduled meeting for inclusion on the docket for that meeting. The Docket of the Office of the Chancellor shall be distributed by the Executive Secretary to all members of the Board ten days before the Board convenes, together with a ballot to be returned seven days thereafter. The ballot will read: "Approved, except as to the following items:" with space provided for listing the excepted items. All items not excepted by any Regent will be approved by the Board at its next meeting, without detailed consideration. Any excepted item listed by any Regent will be deferred and will be processed through the appropriate standing committee for consideration at the first regular meeting of the Board following action of the item by the appropriate standing committee.
- 8.55 Except for communications from the Office of the Chancellor and the Executive Secretary to the Board, all communications to the Board from members of the faculty and staff should be in writing. The regular channel of communication from the faculty, staff, and administration to the Board is through the chief administrative officer of the institution involved and the Office of the Chancellor. A copy of any communication sent directly to a Board member should be furnished to the Office of the Chancellor and to the chief administrative officer of the

institution involved. A description of all matters to be considered by the Board or a standing committee of the Board at any meeting shall be mailed or delivered to each member of the Board or to each member of the appropriate standing committee of the Board and to the Office of the Chancellor at least five days in advance of the meeting at which they are to be considered, and insofar as possible, such material shall be mailed or delivered to each member of the Board or to each member of the appropriate standing committee of the Board and the Office of the Chancellor at least ten days in advance of the meeting. Each such matter shall be accompanied by a summary of the facts pertaining thereto, the need for action thereon, and the recommendations of the Office of the Chancellor. Where contractual awards are involved, the summary shall show the method of competition, if any, the names and offers of all interested parties, and generally sufficient information to show the reasons for and fairness of each transaction. The recommendations of the Office of the Chancellor shall state whether or not they are fully concurred in by any institutional head involved, and if not, the views and recommendations of the institutional head shall be included. Any matter not sent to the members of the Board or the members of a standing committee of the Board, documented as herein provided, at least five days in advance of the meeting at which it is to be considered, shall go over to the next meeting for consideration; provided, however that if sufficient emergency exists requiring immediate action and it appears that the delay was unavoidable, this requirement may be waived by a two-thirds vote of the Board or a standing committee of the Board.

U. T. BOARD OF REGENTS: ELECTION OF REGENT TOM B. RHODES AS A SECOND VICE-CHAIRMAN.--Regent Milburn moved that Regent Tom B. Rhodes be elected as a second Vice-Chairman of the U. T. Board of Regents and that Vice-Chairman Sterling H. Fly, Jr. be designated the Vice-Chairman to assume the duties of the Chairman in case of the absence, death, resignation, disability, removal, or disqualification of the Chairman in accordance with Section 4 of Chapter I of Part One of the Regents' Rules and Regulations. Regent Briscoe seconded the motion which was approved by acclamation.

(2) A-2

U. T. BOARD OF REGENTS: MEMBERSHIP OF STANDING COMMITTEES.--With the approval of the amendments to Section 7 of Chapter 1 of Part One of the Regents' Rules and Regulations and with the consent of the Board, Chairman Powell named the membership of the Standing Committees as set forth below:

(1) A-1
(2) A-2
(3) A-4
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STANDING COMMITTEES

1. Executive Committee
Mr. James L. Powell, Chairman
Sterling H. Fly, Jr., M.D., Vice-Chairman
Mr. Tom B. Rhodes

2. Finance and Audit Committee
Mr. Tom B. Rhodes, Chairman
Mrs. Jane Weinert Blumberg, Vice-Chairman
Mr. Howard N. Richards

- 3. Academic Affairs Committee
Mrs. Jane Weinert Blumberg, Chairman
Mrs. Janey Briscoe, Vice-Chairman
Mr. Jess Hay

- 4. Health Affairs Committee
Mr. Jon P. Newton, Chairman
Sterling H. Fly, Jr., M.D., Vice-Chairman
Mrs. Janey Briscoe

- 5. Buildings and Grounds Committee
Mr. Howard N. Richards, Chairman
Mrs. Beryl Buckley Milburn, Vice-Chairman
Mr. James L. Powell

- 6. Land and Investment Committee
Mr. Jess Hay, Chairman
Mr. Jon P. Newton, Vice-Chairman
Mrs. Beryl Buckley Milburn

U. T. GALVESTON MEDICAL BRANCH: SETTLEMENT OF MALPRACTICE LITIGATION - MARIA D. RODRIGUEZ. --Regent Hay moved that Chancellor Walker and President Levin, in cooperation with the Office of General Counsel and the Office of the Attorney General, be authorized to settle the lawsuit filed by Maria D. Rodriguez, et al in accordance with the proposal presented in Executive Session. Regent Richards seconded the motion which carried by unanimous vote.

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U. T. HEALTH SCIENCE CENTER - HOUSTON - LITIGATION: DISCHARGE OF OBLIGATION INVOLVING TITLE TO CERTAIN ACREAGE AS IT RELATES TO THE HERMANN HOSPITAL ESTATE AND THE CONSTRUCTION OF THE CYCLOTRON FACILITY. --Vice-Chairman Fly moved that the Board authorize Chairman Powell to execute and accept, in accordance with the plan presented in Executive Session, all instruments necessary to obtain, without cash consideration, cancellation of the promissory note dated December 23, 1970, and release of a vendor's lien and Deed of Trust held by the Hermann Hospital Estate against approximately 60 acres of a 99.0670 tract of land owned by the U. T. Board of Regents. Regent Briscoe seconded the motion which prevailed by unanimous vote.

See Item No. 19, Page 40 regarding construction of the Cyclotron Facility.

U. T. CANCER CENTER - LITIGATION: SETTLEMENT WITH HUNT ELECTRONIC COMPANY. --Regent Richards moved that Chancellor Walker and President LeMaistre, in cooperation with the Office of General Counsel and the Office of the Attorney General, be authorized to settle the Hunt Electronic Company lawsuit in accordance with the proposal presented in Executive Session. Regent Hay seconded the motion which carried by unanimous vote.

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DOCUMENT

ADJOURNMENT. --There being no further business, the meeting was adjourned at 12:05 p. m.

Arthur H. Dilly

October 19, 1981