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Meeting No. 775

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

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Pages 1-128

February 12-13, 1981

Austin, Texas

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MEETING NO. 775

THURSDAY, FEBRUARY 12, 1981.--The Board of Regents of The University of Texas System convened in regular session at 10:00 a. m. on Thursday, February 12, 1981, in the Regents' Meeting Room on the ninth floor of Ashbel Smith Hall in Austin, Texas, with the following in attendance and Chairman Powell presiding:

ATTENDANCE.--

- | | |
|-------------------------------------|--------|
| Present | Absent |
| <u>Chairman Powell, presiding</u> ✓ | |
| <u>Vice-Chairman Ely</u> ✓ | |
| <u>Regent (Mrs.) Blumberg</u> ✓ | |
| <u>Regent (Mrs.) Briscoe</u> ✓ | |
| <u>Regent Hay (See Page 5)</u> ✓ | |
| <u>Regent (Mrs.) Milburn</u> ✓ | |
| <u>Regent Newton</u> ✓ | |
| <u>Regent Rhodes</u> ✓ | |
| <u>Regent Richards</u> ✓ | |

Secretary Thedford

Chancellor Walker

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

U. T. BOARD OF REGENTS: APPOINTMENT OF (1) CHAIRMEN AND VICE-CHAIRMEN OF STANDING COMMITTEES, (2) REGENTAL MEMBERS OF BOARD FOR LEASE OF UNIVERSITY LANDS, (3) MEMBERS TO VACANCIES ON SPECIAL COMMITTEES AND (4) OTHER REGENTAL REPRESENTATIVES.--Chairman Powell distributed a list of proposed appointments of (1) Chairmen and Vice-Chairmen of the Standing Committees, (2) Regental members of the Board for Lease of University Lands, (3) Members to fill vacancies on the existing Special Committees, and (4) Members to fill any vacancies as Regental Representatives. These appointments are indicated by an asterisk in the list of full membership of each of the categories set forth on Pages 2 - 4.

In compliance with Subsection 7.11 of Chapter I of Part One of the Regents' Rules and Regulations, Chairman Powell asked approval of the Board to make these appointments. Upon motion of Regents Blumberg and Richards, seconded by Regent Briscoe, unanimous approval was given to his request.

[The Regents' Rules and Regulations provide that all members of the Board are members of each of the Standing Committees. Though the Regents' Rules and Regulations do not provide for vice-chairmen of the Standing Committees, they have been named in previous years with the consent of the Board.]

Attend

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1. STANDING COMMITTEES

Committee of the Whole

Mr. James L. Powell, Chairman
 Mrs. Jane Weinert Blumberg
 Mrs. Janey Briscoe
 Sterling H. Fly, Jr., M.D.
 Mr. Jess Hay
 Mrs. Beryl Buckley Milburn
 Mr. Jon P. Newton
 Mr. Tom B. Rhodes
 Mr. Howard N. Richards

System Administration Committee

Sterling H. Fly, Jr., M.D., Chairman
 Mrs. Jane Weinert Blumberg
 Mrs. Janey Briscoe
 Mr. Jess Hay
 Mrs. Beryl Buckley Milburn
 Mr. Jon P. Newton
 Mr. James L. Powell
 Mr. Tom B. Rhodes
 Mr. Howard N. Richards

Academic and Developmental Affairs Committee

Mrs. Jane Weinert Blumberg, Chairman
 Mrs. Janey Briscoe, Vice-Chairman
 Sterling H. Fly, Jr., M.D.
 Mr. Jess Hay
 Mrs. Beryl Buckley Milburn
 Mr. Jon P. Newton
 Mr. James L. Powell
 Mr. Tom B. Rhodes
 Mr. Howard N. Richards

Buildings and Grounds Committee

Mr. Howard N. Richards, Chairman
 Mrs. Beryl Buckley Milburn, Vice-Chairman
 Mrs. Jane Weinert Blumberg
 Mrs. Janey Briscoe
 Sterling H. Fly, Jr., M.D.
 Mr. Jess Hay
 Mr. Jon P. Newton
 Mr. James L. Powell
 Mr. Tom B. Rhodes

Health Affairs Committee

Mr. Jon P. Newton, Chairman
 Mrs. Jane Weinert Blumberg
 Mrs. Janey Briscoe
 Sterling H. Fly, Jr., M.D.
 Mr. Jess Hay
 Mrs. Beryl Buckley Milburn
 Mr. James L. Powell
 Mr. Tom B. Rhodes
 Mr. Howard N. Richards

Subcommittee on Hospitals

Sterling H. Fly, Jr., M.D., Chairman
Mr. Jon P. Newton
Mrs. Janey Briscoe

Land and Investment Committee

Mr. Jess Hay, Chairman
Mr. Tom B. Rhodes, Vice-Chairman
Mrs. Jane Weinert Blumberg
Mrs. Janey Briscoe
Sterling H. Fly, Jr., M.D.
Mrs. Beryl Buckley Milburn
Mr. Jon P. Newton
Mr. James L. Powell
Mr. Howard N. Richards

2. REGENTAL MEMBERS OF BOARD FOR LEASE OF UNIVERSITY LANDS

Sterling H. Fly, Jr., M.D.
Mr. James L. Powell

3. SPECIAL COMMITTEESAshbel Smith Building (Old Red) U. T. Galveston
Medical Branch, Restoration

*Mr. Jon P. Newton, Chairman
Mrs. Jane Weinert Blumberg
Sterling H. Fly, Jr., M.D.

Ashbel Smith Hall (Austin) (Re: Use of Ninth Floor Rooms)

*Mr. James L. Powell
*Mr. Tom B. Rhodes

Balcones Research Center

*Mr. Howard N. Richards, Chairman
Mr. Jon P. Newton
*Mrs. Beryl Buckley Milburn

Brackenridge Tract

*Mr. Howard N. Richards, Chairman
Mr. Jess Hay
*Mr. Tom B. Rhodes
*Mrs. Beryl Buckley Milburn

Endowment Lands - Collin County, Texas (U. T. Dallas)

*Mr. James L. Powell, Chairman
Mr. Jess Hay
*Mr. Howard N. Richards

Joint Conference Committee of Board of Regents
of The University of Texas System and Trustees
of Hermann Hospital

Sterling H. Fly, Jr., M.D., Chairman
*Mr. Jon P. Newton
*Mrs. Jane Weinert Blumberg
*Mrs. Janey Briscoe

Santa Rita Award

*Mr. James L. Powell, Chairman
*Sterling H. Fly, Jr., M.D.
*Mrs. Beryl Buckley Milburn
*Mrs. Janey Briscoe

4. REGENTAL REPRESENTATIVES

Association of Governing Boards
All members of the Board of Regents

General Assembly of Inter-University North Texas Region
Mr. Jess Hay ✓
*Mr. Tom B. Rhodes ✓

The University of Texas at Austin Development Board (Liaison)
*Mr. Howard N. Richards ✓

Committee of Texas Governing Boards of State Colleges and Universities
Chairman of the Board of Regents

Ex-Students' Association - The University of Texas at Austin (Liaison)
*Mr. Jon P. Newton ✓

Joint Administrative Affairs Committee of Dallas County Hospital District (U. T. Health Science Center - Dallas)
Sterling H. Fly, Jr., M.D.

Bexar County Hospital District, San Antonio, Texas (Liaison)
(U. T. Health Science Center - San Antonio)
Sterling H. Fly, Jr., M.D.

RECESS FOR EXECUTIVE SESSION.--At 10:10 a. m., Chairman Powell stated that the Board would recess for an Executive Session to discuss, pursuant to V.T.C.S, Article 6252-17, Sections 2(e), (f) and (g), the following:

1. Pending and/or Contemplated Litigation - Section 2(e)
 - a. U. T. System: Proposed Oil and Gas Royalty Settlement
 - b. U. T. Health Science Center - Houston: 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

RECONVENE.--At 12:20 p. m., the Board reconvened for an announcement regarding a change in the schedule. Chairman Powell announced that at 1:00 p. m. the committees would meet in the following order: Buildings and Grounds Committee, Land and Investment Committee, and Committee of the Whole in Executive Session.

RECESS AND RECONVENE.--The Board then recessed for lunch at 12:25 p. m. and reconvened at 1:10 p. m.

After calling the meeting to order, Chairman Powell immediately recognized Regent Richards.

WAIVERS ERWIN FIELD HOUSE
U. T. AUSTIN - SPECIAL EVENTS CENTER: WAIVER OF REGENTS' RULES AND REGULATIONS, PART ONE, CHAPTER VIII, SECTION 1.1 TO NAME IT THE "FRANK C. ERWIN, JR. SPECIAL EVENTS CENTER."--Regent Richards moved that Section 1.1 of Chapter VIII of Part One of the Regents' Rules and Regulations be waived and that the multi-purpose arena located at 1701 Red River, Austin, Texas (presently referred to as the Special Events Center at The University of Texas at Austin) be named the "Frank C. Erwin, Jr. Special Events Center" with an appropriate abbreviated name designated for use. Regent Newton seconded the motion which prevailed by unanimous vote.

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REMARKS

RECESS FOR COMMITTEE MEETINGS (BUILDINGS AND GROUNDS COMMITTEE, LAND AND INVESTMENT COMMITTEE AND COMMITTEE OF THE WHOLE IN EXECUTIVE SESSION).--The Board recessed for the committee meetings, and Chairman Powell announced that the Regents would not reconvene as a Board until Friday morning, February 13, 1981.

* * * * *

Friday, February 13, 1981

Attendance

The Regents reassembled at 9:00 a. m., and Chairman Powell announced that the business of the Committee of the Whole in Executive Session had been finished yesterday (February 12) and that the Board was now in regular session. All members were present except Regent Hay who was excused because of a commitment made prior to the time the meeting was scheduled.

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U. T. BOARD OF REGENTS: APPROVAL OF MINUTES OF MEETINGS ON DECEMBER 11-12, 1980, JANUARY 6 AND JANUARY 24, 1981.-- Upon motion of Vice-Chairman Fly, seconded by Regent Richards, the Minutes of the meetings of the Board of Regents of The University of Texas System held on December 11-12, 1980, January 6 and January 24, 1981, in Austin, Texas, were approved as distributed by Secretary Theford. The official copies of these Minutes are recorded in the Permanent Minutes, Volume XXVIII, Pages 1318-1978.

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Attendance

INTRODUCTION OF FACULTY AND STUDENT REPRESENTATIVES.-- Chairman Powell called on the chief administrative officers of the component institutions to introduce their respective faculty and student representatives:

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U. T. Arlington

President Nedderman introduced:

Student Representatives:

- Mr. Rickey Windle, News Editor
Student Publications
- Ms. Jodee Sharp, Vice President
Student Congress

U. T. Austin

President Flawn introduced:

Student Representative: Mr. Mark Cassidy, President
Senior Cabinet

U. T. San Antonio

President Wagener introduced:

Faculty Representative: Dr. William G. Mitchell, Secretary
University Assembly and General
Faculty

Student Representative: Mr. Ronald K. Garcia, President
Student Representative Assembly

U. T. Tyler

President Stewart introduced:

Student Representative: Mr. Kurt Noell, President
Student Association

U. T. Institute of Texan Cultures

Executive Director Maguire introduced:

Faculty Representatives: Dr. John L. Davis, Director of
Research
Dr. Tom Cutrer, Research
Associate
Mr. James Patrick Maguire, Direc-
tor of Educational Services

U. T. Galveston Medical Branch

President Levin introduced:

Faculty Representative: Harriett Riggs, M.S., Assistant
Professor, School of Nursing

Student Representative: Ms. Vickie Erikson, Graduate
Nursing Student

U. T. Health Science Center - Houston

President Bulger introduced:

Faculty Representative: Dr. M. L. J. Crawford, Profes-
sor of Neural Sciences,
U. T. G.S.B.S. - Houston

Student Representative: Mr. Gregory Fuller, Student in
U. T. G.S.B.S. - Houston

U. T. Cancer Center

President LeMaistre introduced:

Faculty Representative: Dr. Stuart O. Zimmerman, Head
Department of Biomathematics

Student Representative: Ms. Julie Harless, Graduate Student

U. T. Health Center - Tyler

Director Hurst introduced:

Faculty Representative: Robert M. Payne, M.D., Professor of Clinical Medicine,
Department of Cardiology

RECESS FOR COMMITTEE MEETINGS. --The Board recessed for meetings of the System Administration Committee, the Academic and Developmental Affairs Committee, the Health Affairs Committee and the Committee of the Whole.

RECONVENE. --When the committees had concluded their work (10:05 a. m.), the Board reconvened to receive the committee reports.

REPORTS OF STANDING COMMITTEES

REPORT OF SYSTEM ADMINISTRATION COMMITTEE (Pages 7 - 34). -- 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 Board of Regents for formal approval:

Athletics Council - Football

1. U. T. Austin: Authorization to Accept Invitation for Football Team to Participate in Bluebonnet Bowl in Houston, Texas, on December 31, 1980, and Approval of Preliminary Budget Covering Expenses Therefor (1-A&D-81). --It is recommended that formal approval-- and that it be made a part of the record--be given (a) to accept the invitation from the Bluebonnet Bowl for the football team of The University of Texas at Austin to play the University of North Carolina at Chapel Hill on December 31, 1980, in Houston, Texas, as recommended by the Intercollegiate Athletics Council for Men and concurred in by President Flawn and Chancellor Walker and

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(b) to authorize the following preliminary budget to cover the expenses therefor:

Budget	
1980 Bluebonnet Bowl	
<u>INCOME</u>	
Estimated Income from Bowl	\$400,00
Less: Amount to S.W.C. per Conference Policy	<u>166,500</u>
Amount Available for Bowl Expenses	\$233,500
Less: Complimentary Tickets for Staff, Squad and Administration, Other Bowl Events	<u>17,500</u>
Total Available Income	<u>\$216,000</u>
<u>DISBURSEMENTS</u>	
<u>ATHLETIC DEPARTMENT</u>	
Salary Supplements	\$ 45,000
Team and Staff Travel	30,000
Meal Allowance	15,000
Hotel	20,000
Squad Incidental Expenses	8,000
Local Transportation	8,000
Awards	20,000
Unallocated Funds	9,000
Sports Information Expenses	1,500
Film and Photography	<u>1,500</u>
Athletic Department Expenses	\$158,000
<u>BAND AND CHEERLEADERS</u>	
Band Travel, Meals and Lodging	\$ 30,000
Cheerleaders	<u>1,500</u>
Band and Cheerleader Expenses	<u>\$ 31,500</u>
Total Expenses	<u>\$189,500</u>

This recommendation has the support of the football team and Coach Fred Akers, and is approved by Athletic Director Bill Ellington and the Intercollegiate Athletics Council for Men in compliance with the Bowl Game Policy adopted by the Board of Regents in October 1962. The actual expenses will be reported to the Board of Regents in the next institutional docket.

This bowl game is at a time which does not interfere materially with the academic program of the student athletes and is a game that can have both direct and indirect benefits to the Department of Intercollegiate Athletics for Men and to the University. The Department of Intercollegiate Athletics for Men and the Intercollegiate Athletics Council for Men recognize the strong support for the University in the Houston area and are confident that the match-up will be an interesting and attractive one.

1987
D.W.

- 2. U. T. Austin: Establishment of the George Kozmetsky Centennial Chair in the Graduate School of Business to Be Funded by The Business School Foundation (4-L&I-81). -- It is recommended by President Flawn and Chancellor Walker that approval be given to establish the George Kozmetsky Centennial Chair in the Graduate School of Business at The University of Texas at Austin. This Chair will be funded by The Business School Foundation in accordance with the Regents' Rules and Regulations and the funds for the Chair will be held in The Business School Foundation.

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The Board of Trustees of The Business School Foundation have requested approval of the establishment of this Chair. To date, the friends and colleagues of Dr. George Kozmetsky have raised a total of \$727,033.49 in cash and pledges and the fund-raising effort will continue until the one million dollar goal is reached.

U.T.S. - Professorships, Nonendowed

- 3. U. T. Dallas: Three Named Nonendowed Professorships Designated (a) the Margaret McDermott Professorship, (b) the Ida M. Green Professorship, and (c) the Margaret E. Jonsson Professorship (2-CW-81). -- It is recommended by President Jordan and Chancellor Walker that the three nonendowed professorships to be named at The University of Texas at Dallas be designated the Margaret McDermott Professorship, the Ida M. Green Professorship, and the Margaret E. Jonsson Professorship.

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3/12/81
Dr. Jordan
Fine
Chancellor
Walker
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Mrs. McDermott, Mrs. Green and Mrs. Jonsson are the wives of the three founders of the Southwest Center for Advanced Studies, which became U. T. Dallas, and are themselves great supporters and benefactors of the institution.

BAYLOR, William B., Bequest

- 4. U. T. Cancer Center (U. T. M. D. Anderson Hospital) - Estate of William B. Baylor: Authorization for Executor to Sell Real Property in Springdale, Arkansas (3-L&I-81). -- It is recommended by Vice Chancellor Boyd and Chancellor Walker that the First National Bank in Dallas, Independent Executor of the Estate of William B. Baylor, Deceased, be granted authority to sell property of the estate located in Springdale, Arkansas, at a cash price of \$300,000.

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The University of Texas System Cancer Center has a one-sixth interest in this property. The owners of the remaining five-sixth interests in this property have approved the sale of this property at \$300,000.

The Trust Committee of the First National Bank in Dallas recommends sale of the property at this price based on the following:

- a. Current precarious nature of housing and mortgage market
- b. Severe water incursion problem to the property requiring \$40,000 - \$50,000 in repairs (Buyer has agreed to purchase "as is.")
- c. Limited market and purchasers
- d. Desirability of selling the property before additional damage is incurred or funds expended
- e. Only item remaining to close administration

5. U. T. System Administration, U. T. Austin, U. T. Dallas, U. T. El Paso, U. T. San Antonio, U. T. Health Science Center - Dallas (U. T. Southwestern Medical School - Dallas), U. T. Galveston Medical Branch (U. T. Galveston Medical School), U. T. Health Science Center - Houston (U. T. Medical School - Houston, U. T. Dental Branch - Houston, and U. T. Nursing School - Houston), U. T. Health Science Center - San Antonio (U. T. Medical School - San Antonio), and U. T. Cancer Center (U. T. M. D. Anderson Hospital): Amendments to 1980-81 Budget (5-B-81, 6-B-81 and (7-B-81)). -- It is recommended by the appropriate chief administrative officers, concurred in by System Administration, 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 11
 The University of Texas at Austin, Page 11
 The University of Texas at Dallas, Page 12
 The University of Texas at El Paso, Page 12
 The University of Texas at San Antonio, Page 13
 The University of Texas Health Science Center at Dallas
 (U. T. Southwestern Medical School - Dallas),
 Pages 13 - 20
 The University of Texas Medical Branch at Galveston (U. T.
 Galveston Medical School), Pages 21 - 23
 The University of Texas Health Science Center at Houston
 (U. T. Medical School - Houston, U. T. Dental Branch -
 Houston, and U. T. Nursing School - Houston),
 Pages 23 - 25
 The University of Texas Health Science Center at San Antonio
 (U. T. Medical School - San Antonio), Pages 26 - 33
 The University of Texas System Cancer Center (U. T. M. D.
 Anderson Hospital), Page 33

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

THE UNIVERSITY OF TEXAS SYSTEM ADMINISTRATION

1980-81 BUDGET

Item No.	Explanation	Present Rate	Proposed Rate	Effective Dates
	Office of General Counsel Attorney			
3.	Francie A. Frederick Salary Rate Source of Funds: Office of General Counsel Salaries	\$ 23,300	\$ 26,800	1-1-81

THE UNIVERSITY OF TEXAS AT AUSTIN

1980-81 BUDGET

Item No.	Explanation	Present Rate	Proposed Rate	Effective Dates
	Division of Continuing Education, Center for Occupational Curriculum Development Coordinator			
142.	Jack E. Robertson Salary Rate - 12 Mos. Source of Funds: Texas Education Agency Contract Funds	\$ 23,652 (1979-80)	\$ 26,268	9-1-80
	Office of the Dean, College of Business Administration Assistant to the Dean			
143.	Thomas A. Loomis Salary Rate - 12 Mos. Source of Funds: College of Business Administration Foundation	\$ 24,250	\$ 29,000	12-1-80
	U. T. Marine Science Institute - Galveston Research Scientist			
144.	James A. Austin, Jr. Salary Rate - 12 Mos. Source of Funds: Marine Science Institute Salaries	\$ 22,071	\$ 25,600	12-1-80
	Student Health Center Director and Physician - General Medicine			
145.	Paul C. Trickett Salary Rate - 12 Mos. Source of Funds: Auxiliary Enterprises Funds - Student Health Center Salaries	\$ 50,974	\$ 55,974	12-1-80
	Applied Research Laboratories Special Research Associate			
146.	Kenneth E. Hawker, Jr. Salary Rate Source of Funds: Government Contract Funds - Payroll Clearing Account	\$ 35,434	\$ 39,240	1-1-81
	Applied Research Laboratories Special Research Associate			
147.	Stephen K. Mitchell Salary Rate Source of Funds: Government Contract Funds - Payroll Clearing Account	\$ 37,944	\$ 40,572	1-1-81

THE UNIVERSITY OF TEXAS AT DALLAS

1980-81 BUDGET

Item No.	Explanation	Source of Funds	Application of Funds	Effective Dates
7.	Callier Center Transfer of Funds	From: Unappropriated Balance via Estimated Income - Callier Center	To: Callier Center - Educational Programs - \$ 7,987 Deaf-Blind Programs - 5,737	
	Amount of Transfer	<u>\$13,724</u>	<u>\$13,724</u>	12-1-80

Item No.	Explanation	Present Rate	Proposed Rate	Effective Dates
8.	Office of Development and University Relations Executive Director Richard A. Geyer, Jr. Salary Rate	\$ 32,000	\$ 40,000	1-1-81
	Source of Funds: Departmental Salaries (50%) and Excellence in Education Foundation Endowment Funds (50%)			
9.	Geological Information Library of Dallas Director G. Frederick Shepherd Salary Rate	\$ 22,000	\$ 24,640	1-1-81
	Source of Funds: GILD - Gifts Funds			

THE UNIVERSITY OF TEXAS AT EL PASO

1980-81 BUDGET

Item No.	Explanation	Source of Funds	Application of Funds	Effective Dates
1.	Plant Funds Transfer of Funds	From: Plant Funds - Unappropriated Balances	To: Plant Funds Project - Renovation of Elevator in Magoffin Auditorium	
	Amount of Transfer	\$50,000	<u>\$50,000</u>	1-1-81

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THE UNIVERSITY OF TEXAS AT SAN ANTONIO

1980-81 BUDGET

Item No.	Explanation	Present Academic Rate (9 mos.)	Proposed Academic Rate (9 mos.)	Effective Dates
College of Business				
Associate Professor				
1.	Ruth H. Bullard (Tenure)	\$ 25,100	\$ 27,800	1-1-81
2.	E. Lou Curry (Tenure)	24,500	27,500	1-1-81
3.	Robert V. Egenolf (Tenure)	24,550	27,600	1-1-81
4.	Hans V. Johnson (Tenure)	26,000	29,000	1-1-81
5.	James U. Ross (Tenure)	22,000	25,000	1-1-81
Assistant Professor				
6.	Martha A. Fasci	\$ 22,500	\$ 25,000	1-1-81
7.	Fred Nordhauser	20,500	23,000	1-1-81
8.	Susan Nordhauser	22,500	25,000	1-1-81
Source of Funds (Items 1 through 8) College of Business Faculty Salaries				

THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT DALLAS

1980-81 BUDGET

Item No.	Explanation	Present Rate	Proposed Rate	Effective Dates
<u>U. T. Southwestern Medical School - Dallas</u>				
Anesthesiology				
McDermott Professor and Chairman				
1.	Marion T. Jenkins (Tenure)			
	Total Compensation	\$ 92,900	\$ 96,300	11-1-80
Source of Funds:				
State Funds - Anesthesiology Faculty Salaries (\$56,500)				
Other than State - Southwestern Medical Foundation (\$7,700)				
- MSRDP (\$32,100)				
Anesthesiology, Pharmacology, Student Affairs, Parkland Hospital				
Associate Professor of Anesthesiology and Pharmacology, Assistant Dean for Student Affairs, Director of Anesthesiology, Parkland Memorial Hospital				
2.	Edward R. Johnson			
	Total Compensation	\$ 70,200	\$ 82,000	11-1-80
Source of Funds:				
State Funds - Anesthesiology Faculty Salaries (\$23,150); Student Affairs Salaries (\$9,547)				
Other than State - Parkland Memorial Hospital (\$22,003)				
- MSRDP (\$27,300)				
Internal Medicine				
William Buchanan Professor and Chairman				
3.	Donald W. Seldin (Tenure)			
	Total Compensation	\$ 96,300	\$111,000	11-1-80
Source of Funds:				
State Funds - Internal Medicine Faculty Salaries (\$41,901)				
Other than State - William Buchanan Foundation (\$22,299)				
- DHHS Grant (\$22,300)				
- Southwestern Medical Foundation (\$9,800)				
- MSRDP (\$14,700)				

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

1980-81 BUDGET

Item No.	Explanation	Present Rate	Proposed Rate	Effective Dates
U. T. Southwestern Medical School - Dallas (Cont.)				
Internal Medicine				
4.	Professor and Chief, Liver Unit Burton Combes (Tenure)			
	Total Compensation	\$ 75,600	\$ 90,600	11-1-80
Source of Funds:				
State Funds - Internal Medicine and Unallocated Faculty Salaries (\$53,800)				
Other than State - NIH and DHHS Grants (\$36,800)				
Obstetrics and Gynecology				
5.	Professor and Chairman Norman F. Gant, Jr. (Tenure)			
	Total Compensation	\$ 82,500	\$ 88,000	11-1-80
Source of Funds:				
State Funds - Obstetrics and Gynecology Faculty Salaries (\$33,336)				
Other than State - DHHS Grant (\$10,380)				
- MSRDP (\$10,784)				
- Southwestern Medical Foundation (\$8,200)				
- Family Planning Operating Fund (\$25,300)				
Obstetrics and Gynecology				
6.	Gillette Professor and Chief, Division of Obstetrics Jack A. Pritchard (Tenure)			
	Total Compensation	\$ 84,800	\$ 99,800	11-1-80
Source of Funds:				
State Funds - Obstetrics and Gynecology Faculty Salaries (\$38,129)				
Other than State - Faculty Clinic (\$7,871)				
- Family Planning Operating Fund (\$11,035)				
- MSRDP (\$42,765)				
Pathology, Pediatrics				
7.	Professor Arthur G. Weinburg (Tenure)			
	Total Compensation	\$ 67,000	\$ 82,000	11-1-80
Source of Funds:				
State Funds - Pathology Faculty Salaries (\$25,000)				
Other than State - MSRDP (\$21,000)				
- Children's Medical Center (\$36,000)				
Pathology				
8.	Assistant Professor Charles R. Cramer			
	Total Compensation	\$ 52,500	\$ 65,000	11-1-80
Source of Funds:				
State Funds - Pathology Faculty Salaries (\$37,000)				
Other than State - Parkland Memorial Hospital (\$5,000)				
- Veterans Administration (\$10,000)				
- MSRDP (\$13,000)				
Pediatrics				
9.	Assistant Professor John J. Chipman			
	Total Compensation	\$ 30,300	\$ 37,500	11-1-80
Source of Funds:				
Other than State - NIH Grant (\$30,000)				
- MSRDP (\$7,500)				

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

1993

1980-81 BUDGET

Item No.	Explanation	Present Rate	Proposed Rate	Effective Dates
	U. T. Southwestern Medical School - Dallas (Continued)			
	Psychiatry			
	Professor and Chairman			
10.	Kenneth Z. Altshuler (Tenure)			
	Total Compensation	\$ 96,300	\$111,000	11-1-80
	Source of Funds:			
	State Funds - Psychiatry Faculty Salaries (\$64,200)			
	Other than State - Southwestern Medical Foundation (\$7,600)			
	- DHHS Grant ((\$24,500)			
	- MSRDP (\$14,700)			
	Radiology			
	Professor and Chairman			
11.	Robert W. Parkey (Tenure)			
	Total Compensation	\$ 81,000	\$ 96,000	11-1-80
	Source of Funds:			
	State Funds - Radiology Faculty Salaries (\$45,298)			
	Other than State - NIH Grant (\$7,247)			
	- Veterans Administration (\$5,100)			
	- Parkland Hospital (\$10,000)			
	- Southwestern Medical Foundation ((\$4,900)			
	- MSRDP (\$23,455)			
	Radiology			
	Professor			
12.	Frederick J. Bonte (Tenure)			
	Total Compensation	\$ 81,000	\$ 95,000	11-1-80
	Source of Funds:			
	State Funds - Radiology Faculty Salaries (\$61,200)			
	Other than State - DHHS Grant (\$19,800)			
	- MSRDP (\$14,000)			
	Surgery			
	Hudson-Penn Professor and Chairman			
13.	William J. Fry (Tenure)			
	Total Compensation	\$ 96,300	\$111,000	11-1-80
	Source of Funds:			
	State Funds - Surgery Faculty Salaries (\$56,867)			
	Other than State - MSRDP (\$46,333)			
	- Southwestern Medical Foundation (\$7,800)			
	Surgery			
	Alvin J. Baldwin Professor			
14.	Robert M. McClelland (Tenure)			
	Total Compensation	\$ 85,500	\$100,000	11-1-80
	Source of Funds:			
	State Funds - Surgery Faculty Salaries (\$15,280)			
	Other than State - Veterans Administration (\$42,020)			
	- MSRDP (\$42,700)			
	Surgery			
	William B. Carrell Scottish Rite			
	Professor; Chairman, Division of			
	Orthopedic Surgery			
15.	Vert Mooney (Tenure)			
	Total Compensation	\$ 87,500	\$102,500	11-1-80
	Source of Funds:			
	State Funds - Surgery Faculty Salaries (\$45,000)			
	Other than State - MSRDP (\$57,500)			

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

1980-81 BUDGET

Item No.	Explanation	Present Rate	Proposed Rate	Effective Dates
The University of Texas Health Science Center at Dallas (Continued)				
Biophysics and Molecular Genetics; Internal Medicine				
Thomas Professor and Chairman (Biophysics); Professor (Internal Medicine)				
16.	Joseph L. Goldstein (Tenure)			
	Total Compensation	\$ 88,100	\$ 94,100	12-1-80
	Source of Funds:			
	State Funds - Biophysics and Molecular Genetics Faculty Salaries (\$64,200)			
	Other than State - DHHS Grant (\$24,644)			
	- Southwestern Medical Foundation (\$5,256)			
Biophysics and Molecular Genetics; Internal Medicine				
Thomas Professor (Biophysics); Professor (Internal Medicine)				
17.	Michael S. Brown (Tenure)			
	Total Compensation	\$ 88,100	\$ 94,100	12-1-80
	Source of Funds:			
	State Funds - Biophysics and Molecular Genetics Faculty Salaries (\$61,200)			
	Other than State - DHHS Grant (\$30,600)			
	- MSRDP Funds (\$2,300)			
Family Practice and Community Medicine; Surgery				
Associate Professor				
18.	Royce Laycock			
	Total Compensation	\$ 62,500	\$ 77,500	12-1-80
	Source of Funds:			
	State Funds - Family Practice and Community Medicine Faculty Salaries (\$40,000)			
	- Surgery Faculty Salaries (\$1,900)			
	Other than State - MSRDP Funds (\$35,600)			
Pathology				
Associate Professor				
19.	L. Max Buja (Tenure)			
	Total Compensation	\$ 55,000	\$ 65,000	12-1-80
	Source of Funds:			
	State Funds - Pathology Faculty Salaries (\$42,500)			
	Other than State - Parkland Hospital (\$5,000)			
	- Veterans Administration (\$7,500)			
	- MSRDP Funds (\$10,000)			
Pathology				
Associate Professor				
20.	William W. Sheehan			
	Total Compensation	\$ 69,264	\$ 81,200	12-1-80
	Source of Funds:			
	State Funds - Pathology Faculty Salaries (\$34,042)			
	Other than State - Parkland Hospital (\$10,000)			
	- V. A. Hospital (\$6,264)			
	- MSRDP Funds (\$30,894)			
Surgery				
Professor; Chairman of Division of Urology; Director of Kidney and Pancreatic Transplantation Unit				
21.	Paul C. Peters (Tenure)			
	Total Compensation	\$ 87,500	\$102,500	12-1-80
	Source of Funds:			
	State Funds - Surgery Faculty Salaries (\$48,700)			
	Other than State - V. A. Hospital (\$12,528)			
	- MSRDP Funds (\$41,272)			

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

1980-81 BUDGET

Item No.	Explanation	Present Rate	Proposed Rate	Effective Dates
U. T. Southwestern Medical School - Dallas (Cont.)				
Surgery				
22.	Associate Professor of Neurological Surgery Duke S. Samson (Tenure)			
	Total Compensation	\$ 70,000	\$ 90,000	12-1-80
	Source of Funds:			
	State Funds - Surgery Faculty Salaries (\$26,900)			
	Other than State - MSRDP Funds (\$63,100)			
Surgery				
23.	Associate Professor; Assistant Coordinator of Regional Burn Care Center John L. Hunt (Tenure)			
	Total Compensation	\$ 75,000	\$ 85,000	12-1-80
	Source of Funds:			
	State Funds - Surgery Faculty Salaries (\$40,000)			
	Other than State - MSRDP Funds (\$45,000)			
Surgery				
24.	Associate Professor and Chairman Bruce E. Brink			
	Total Compensation	\$ 81,000	\$ 90,000	12-1-80
	Source of Funds:			
	State Funds - Surgery Faculty Salaries (\$6,525)			
	Other than State - Veterans Administration (\$48,331) - MSRDP Funds (\$35,144)			
Surgery				
25.	Associate Professor William H. Snyder, III (Tenure)			
	Total Compensation	\$ 74,500	\$ 85,000	12-1-80
	Source of Funds:			
	State Funds - Surgery Faculty Salaries (\$40,000)			
	Other than State - MSRDP Funds (\$45,000)			
Surgery				
26.	Associate Professor Erwin R. Thal (Tenure)			
	Total Compensation	\$ 74,600	\$ 85,000	12-1-80
	Source of Funds:			
	State Funds - Surgery Faculty Salaries (\$40,000)			
	Other than State - MSRDP Funds (\$45,000)			
Surgery				
27.	Assistant Professor of Thoracic and Cardiovascular Surgery Aaron S. Estrera			
	Total Compensation	\$ 63,666	\$ 74,900	12-1-80
	Source of Funds:			
	State Funds - Surgery Faculty Salaries (\$44,785)			
	Other than State - V. A. Hospital (\$30,115)			
Surgery				
28.	Assistant Professor of Otolaryngology Steven D. Schaefer			
	Total Compensation	\$ 55,374	\$ 70,000	12-1-80
	Source of Funds:			
	State Funds - Surgery Faculty Salaries (\$27,000)			
	Other than State - V. A. Hospital (\$12,523) - MSRDP Funds (\$30,477)			

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

1960-61 BUDGET

Item No.	Explanation	Present Rate	Proposed Rate	Effective Dates
U. T. Southwestern Medical School - Dallas (Cont.)				
Surgery (Continued)				
29.	Assistant Professor of Surgery Bruce L. Gewertz			
	Total Compensation	\$ 60,100	\$ 85,000	12-1-80
	Source of Funds:			
	State Funds - Surgery Faculty Salaries (\$30,085)			
	Other than State - American Heart Association (\$18,615)			
	- MSRDP Funds (\$36,300)			
Surgery; Biochemistry				
30.	Assistant Professor of Surgery and Biochemistry Edward A. Neuwelt			
	Total Compensation	\$ 61,636	\$ 85,000	12-1-80
	Source of Funds:			
	State Funds - Surgery Faculty Salaries (\$34,423)			
	Other than State - V. A. Hospital (\$27,213)			
	- MSRDP Funds (\$23,364)			
Anesthesiology				
31.	M. T. Pepper Jenkins Professor and Vice Chairman of Anesthesiology Adolf H. Giesecke, Jr. (Tenure)			
	Total Compensation:	\$ 84,300	\$ 91,800	1-1-81
	Source of Funds:			
	State Funds - Anesthesiology Faculty Salaries (\$61,200)			
	Other than State - Parkland Memorial Hospital (\$24,000)			
	- MSRDP Funds (\$6,600)			
Anesthesiology				
32.	Associate Professor of Clinical Anesthesiology and Director of Anesthesiology, Veterans Administration Medical Center George Y. Gaines, III			
	Total Compensation:	\$ 60,500	\$ 75,500	1-1-81
	Source of Funds: VA Medical Center (\$75,500)			
Anesthesiology				
33.	Associate Professor of Clinical Anesthesiology and Director of Anesthesiology Childrens Medical Center Richard E. Morris			
	Total Compensation:	\$ 68,100	\$ 82,000	1-1-81
	Source of Funds:			
	State Funds - Anesthesiology Faculty Salaries (\$54,700)			
	Other than State - MSRDP Funds (\$27,300)			
Cell Biology; Internal Medicine; Graduate Program in Cell Biology; Graduate Program in Immunology				
34.	Professor of Cell Biology and Internal Medicine Jacob W. Streilein (Tenure)			
	Total Compensation:	\$ 57,200	\$ 62,000	1-1-81
	Source of Funds:			
	State Funds - Faculty Salaries: Cell Biology (\$46,400); Internal Medicine (\$1,200); Graduate Program in Immunology (\$6,000)			
	Other than State - NIH Grants (\$8,400)			

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

1980-81 BUDGET

Item No.	Explanation	Present Rate	Proposed Rate	Effective Dates
U. T. Southwestern Medical School - Dallas (Continued)				
Pathology; Medical Technology				
Associate Professor of Pathology and Medical Technology				
35.	Robert S. Putnam (Tenure)			
	Total Compensation:	\$ 60,000	\$ 65,000	1-1-81
	Source of Funds:			
	State Funds - Pathology Faculty Salaries (\$40,000)			
	Other than State - Parkland Memorial Hospital (\$15,000)			
	- MSRDP Funds (\$10,000)			
Pathology				
Assistant Professor				
36.	Mary F. Lipscomb			
	Total Compensation:	\$ 44,000	\$ 55,000	1-1-81
	Source of Funds:			
	State Funds - Pathology Faculty Salaries (\$40,000)			
	Other than State - Parkland Memorial Hospital (\$4,000)			
	- MSRDP Funds (\$11,000)			
Surgery				
Professor of Surgery and Coordinator of Regional Burn Care Center				
37.	Charles R. Baxter (Tenure)			
	Total Compensation:	\$ 85,500	\$100,000	1-1-81
	Source of Funds:			
	State Funds - Surgery Faculty Salaries (\$61,200)			
	Other than State - MSRDP Funds (\$38,800)			
Surgery				
Professor of Urology				
38.	Terry D. Allen (Tenure)			
	Total Compensation:	\$ 72,500	\$ 87,500	1-1-81
	Source of Funds:			
	State Funds - Surgery Faculty Salaries (\$61,200)			
	Other than State - VA Hospital (\$12,528)			
	- MSRDP Funds (\$13,772)			
Surgery				
Professor of Neurosurgery and Chairman, Division of Neurosurgery				
39.	William K. Clark (Tenure)			
	Total Compensation:	\$ 87,500	\$102,500	1-1-81
	Source of Funds:			
	State Funds - Surgery Faculty Salaries (\$61,200)			
	Other than State - DHHS Grant (\$3,974)			
	- MSRDP Funds (\$37,326)			
Surgery				
Professor of Orthopedic Surgery				
40.	Marvin H. Meyers (Tenure)			
	Total Compensation:	\$ 79,797	\$ 91,600	1-1-81
	Source of Funds:			
	State Funds - Surgery Faculty Salaries (\$57,080)			
	Other than State - Veterans Administration (\$34,520)			

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

1980-81 BUDGET

Item No.	Explanation	Present Rate	Proposed Rate	Effective Dates
U. T. Southwestern Medical School - Dallas (Continued)				
Surgery				
41.	Professor of Surgery, Chairman of Division of Oral Surgery Robert B. Walker (Tenure)			
	Total Compensation:	\$ 82,200	\$ 97,200	1-1-81
	Source of Funds:			
	State Funds - Surgery Faculty Salaries (\$61,200)			
	Other than State - Southwestern Medical Foundation (\$4,600) - MSRDP Funds (\$31,400)			
Surgery				
42.	Professor Ronald C. Jones (Tenure)			
	Total Compensation:	\$ 86,400	\$100,000	1-1-81
	Source of Funds:			
	State Funds - Surgery Faculty Salaries (\$45,240)			
	Other than State - Veterans Administration (\$46,560) - MSRDP Funds (\$8,200)			
Surgery				
43.	Associate Professor of Surgery, Chairman of Division of Pediatric Surgery C. Dale Coln (Tenure)			
	Total Compensation:	\$ 74,500	\$ 89,500	1-1-81
	Source of Funds:			
	State Funds - Surgery Faculty Salaries (\$54,700)			
	Other than State - MSRDP Funds (\$34,800)			
Surgery				
44.	Associate Professor of Thoracic and Cardiovascular Surgery Hisashi Nikaidoh (Tenure)			
	Total Compensation:	\$ 75,800	\$ 85,000	1-1-81
	Source of Funds:			
	State Funds - Surgery Faculty Salaries (\$35,793)			
	Other than State - Veterans Administration (\$46,257) - MSRDP Funds (\$2,950)			
Surgery				
45.	Associate Professor of Neurological Surgery Frederick H. Sklar			
	Total Compensation:	\$ 70,000	\$ 90,000	1-1-81
	Source of Funds:			
	State Funds - Surgery Faculty Salaries (\$54,700)			
	Other than State - MSRDP Funds (\$35,300)			
Surgery				
46.	Associate Professor of Oral Surgery Douglas P. Sinn			
	Total Compensation:	\$ 60,000	\$ 70,000	1-1-81
	Source of Funds:			
	State Funds - Surgery Faculty Salaries (\$54,700)			
	Other than State - MSRDP Funds (\$15,300)			

THE UNIVERSITY OF TEXAS MEDICAL BRANCH AT GALVESTON

1980-81 BUDGET

Item No.	Explanation	Present Rate	Proposed Rate	Effective Dates
<u>U. T. Galveston Medical School</u>				
Pathology				
Associate Professor				
4.	Michael T. Kelly			
	Total Compensation	\$ 64,000	\$ 68,000	11-1-80
	Source of Funds:			
	State Funds - Pathology Faculty Salaries (\$43,000)			
	Other than State - MSRDP (\$25,000)			
Anesthesiology				
Professor and Chairman				
5.	James F. Arens (Tenure)			
	Total Compensation	\$ 102,000	\$110,000	12-1-80
	Source of Funds:			
	State Funds - Anesthesiology Faculty Salaries (\$64,200)			
	Other than State - DHHS Grant (\$5,700)			
	- MSRDP Funds (\$40,100)			
Anesthesiology				
Associate Professor				
6.	Eugene H. Flewellen, III (Tenure)			
	Total Compensation	\$ 73,100	\$ 84,000	12-1-80
	Source of Funds:			
	State Funds - Anesthesiology Faculty Salaries (\$48,750)			
	Other than State - MSRDP Funds (\$35,250)			
Anesthesiology				
Associate Professor				
7.	Lawrence L. Priano			
	Total Compensation	\$ 72,500	\$ 83,000	12-1-80
	Source of Funds:			
	State Funds - Anesthesiology Faculty Salaries (\$48,300)			
	Other than State - MSRDP Funds (\$34,700)			
Otolaryngology				
Wiess Professor and Chairman				
8.	Byron J. Bailey (Tenure)			
	Total Compensation	\$ 99,000	\$105,000	12-1-80
	Source of Funds:			
	State Funds - Otolaryngology Faculty Salaries (\$64,200)			
	Other than State - DHHS Grant (\$18,533); H. C. Wiess Chair (\$7,000);			
	- MSRDP Funds (\$15,267)			
Otolaryngology				
Assistant Professor				
9.	John K. Jones			
	Total Compensation	\$ 69,000	\$ 79,000	12-1-80
	Source of Funds:			
	State Funds - Otolaryngology Faculty Salaries (\$46,000)			
	Other than State - MSRDP Funds (\$33,000)			
Pediatrics; Preventive Medicine and Community Health; Psychiatry and Behavioral Sciences				
Professor				
10.	Philip R. Nader (Tenure)			
	Total Compensation	\$ 56,000	\$ 60,000	12-1-80
	Source of Funds:			
	State Funds - Pediatrics Faculty Salaries (\$51,000)			
	Other than State - W. F. Grant Foundation (\$5,500)			
	- MSRDP Funds (\$3,500)			

THE UNIVERSITY OF TEXAS MEDICAL BRANCH AT GALVESTON
(Continued)

1980-81 BUDGET

Item No.	Explanation	Present Rate	Proposed Rate	Effective Dates
U. T. Galveston Medical School (Continued)				
Radiology				
Professor				
11.	Charles J. Fagan (Tenure)			
	Total Compensation	\$ 76,680	\$ 90,000	12-1-80
	Source of Funds:			
	State Funds - Radiology Faculty Salaries (\$51,120)			
	Other than State - MSRDP Funds (\$38,880)			
Radiology				
Professor				
12.	Luis B. Morettin (Tenure)			
	Total Compensation	\$ 77,138	\$ 90,000	12-1-80
	Source of Funds:			
	State Funds - Radiology Faculty Salaries (\$51,438)			
	Other than State - MSRDP Funds (\$38,562)			
Radiology; Pediatrics				
Professor				
13.	Leonard E. Swischuk (Tenure)			
	Total Compensation	\$ 81,929	\$ 95,000	12-1-80
	Source of Funds:			
	State Funds - Radiology Faculty Salaries (\$54,619)			
	Other than State - MSRDP Funds (\$40,381)			
Surgery				
Granville T. Hall Professor				
14.	Jay C. Fish (Tenure)			
	Total Compensation	\$ 94,000	\$ 99,000	12-1-80
	Source of Funds:			
	State Funds - Surgery Faculty Salaries (\$61,200)			
	Other than State - MSRDP Funds (\$37,800)			
Surgery				
Professor and Chief				
15.	Ernest B. Evans (Tenure)			
	Total Compensation	\$ 91,800	\$ 98,000	12-1-80
	Source of Funds:			
	State Funds - Surgery Faculty Salaries (\$56,700)			
	Other than State - MSRDP Funds (\$41,300)			
Surgery				
Associate Professor and Chief				
16.	Edward H. Williams, Jr. (Tenure)			
	Total Compensation	\$ 81,900	\$ 90,000	12-1-80
	Source of Funds:			
	State Funds - Surgery Faculty Salaries (\$54,700)			
	Other than State - MSRDP Funds (\$35,300)			
Surgery; Pediatrics; Marine Biomedical Institute				
Associate Professor; Adjunct Member (MBI)				
17.	Howard M. Eisenberg (Tenure)			
	Total Compensation	\$ 78,487	\$ 84,487	12-1-80
	Source of Funds:			
	State Funds - Surgery Faculty Salaries (\$54,670)			
	Other than State - MSRDP Funds (\$29,817)			

THE UNIVERSITY OF TEXAS MEDICAL BRANCH AT GALVESTON
(Continued)

1980-81 BUDGET

Item No.	Explanation	Present Rate	Proposed Rate	Effective Dates
U. T. Galveston Medical School (Continued)				
Radiology				
Professor and Chairman				
18.	Melvyn H. Schreiber (Tenure)			
	Total Compensation:	\$ 92,000	\$105,000	2-1-81
	Source of Funds:			
	State Funds - Radiology Faculty Salaries (\$62,000)			
	Other than State - MSRDP Funds (\$43,000)			

THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT HOUSTON

1980-81 BUDGET

Item No.	Explanation	Present Rate	Proposed Rate	Effective Dates
U. T. Medical School - Houston				
Anesthesiology				
Professor and Chairman				
14.	Joseph C. Gabel (Tenure)			
	Total Compensation	\$96,300	\$111,300	11-1-80
	Source of Funds:			
	State Funds - Anesthesiology Faculty Salaries (\$64,152)			
	Other than State - MSRDP (\$47,148)			
Anesthesiology and Surgery - General				
Professor				
15.	Christopher W. Bryan-Brown			
	Total Compensation	\$106,200	\$110,000	11-1-80
	Source of Funds:			
	State Funds - Anesthesiology Faculty Salaries (\$61,506)			
	Other than State - MSRDP (\$48,494)			
Anesthesiology				
Associate Professor				
16.	Alan S. Tonneson			
	Total Compensation	\$ 75,000	\$ 95,250	11-1-80
	Source of Funds:			
	State Funds - Anesthesiology Faculty Salaries (\$49,600)			
	- MSRDP (\$45,650)			
Anesthesiology				
Assistant Professor				
17.	Kevin D. Fallon			
	Total Compensation	\$ 45,000	\$ 47,700	9-1-80
	Source of Funds:	(1979-80)		
	State Funds - Anesthesiology Faculty Salaries (\$47,700)			
Anesthesiology				
Instructor				
18.	Penelope J. Hooks			
	Total Compensation	\$ 56,925	\$ 65,000	11-1-80
	Source of Funds:			
	State Funds - Anesthesiology Faculty Salaries (\$39,900)			
	Other than State - MSRDP (\$25,100)			

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

2002

1980-81 BUDGET

Item No.	Explanation	Present Rate	Proposed Rate	Effective Dates
<u>U. T. Medical School - Houston (Cont.)</u>				
19.	Anesthesiology Instructor Vijayalaks Tammareddi Total Compensation	\$ 42,800	\$ 43,000	11-1-80
	Source of Funds: Other than State: MSRDP (\$48,000)			
20.	Anesthesiology Instructor Jeffery Katz Total Compensation	\$ 56,925	\$ 65,000	11-1-80
	Sources of Funds: State Funds - Anesthesiology Faculty Salaries (\$39,900) Other than State - MSRDP (\$25,100)			
21.	Internal Medicine - General; Physiology Professor and Chairman Thomas E. Andreoli (Tenure) Total Compensation	\$96,300	\$107,000	11-1-80
	Source of Funds: State Funds - Internal Medicine Faculty Salaries (\$64,152) Other than State - MSRDP (\$42,848)			
22.	Internal Medicine - Endocrinology; Pharmacology Professor Alton L. Steiner (Tenure) Total Compensation	\$ 84,900	\$ 91,500	9-1-80
	Source of Funds: State Funds - Internal Medicine Faculty Salaries (\$56,000) Other than State - MSRDP (\$35,500)	(1979-80)		
23.	Pathology and Laboratory Medicine; Pediatrics Assistant Professor Karen M. Kumor Total Compensation	\$ 36,400	\$ 40,000	11-1-80
	Source of Funds: State Funds - Pathology Faculty Salaries (\$32,200) Other than State - MSRDP (\$7,800)			
<u>U. T. Dental Branch - Houston</u>				
24.	Medicine - Endodontics Clinical Assistant Professor Wayne T. Randall (50% T) Salary Rate - 12 Mos.	\$ 22,000	\$ 25,000	9-1-80
	50% Base	\$ 11,000	12,500	
	Source of Funds: State Funds - Medicine - Endodontics Faculty Salaries (\$25,000)			

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

1980-81 BUDGET

Item No.	Explanation	Present Rate	Proposed Rate	Effective Dates
<u>U. T. Medical School - Houston (Cont.)</u>				
Internal Medicine - Gastrointestinal Assistant Professor				
25.	Joseph H. Sellin			
	Total Compensation:	\$ 31,000	\$ 45,000	1-1-81
	Source of Funds:			
	State Funds - Internal Medicine Faculty Salaries (\$36,000)			
	Other than State - MSRDP Funds (\$9,000)			
		<u>Present Salary Rate (12 mos.)</u>	<u>Proposed Salary Rate (12 mos.)</u>	<u>Effective Dates</u>
<u>U. T. Nursing School - Houston</u>				
Office of the Dean and General Instruction				
Associate Dean for Academic Affairs and Professor				
26.	Carol J. Gray (Tenure)	\$ 42,000	\$ 45,000	1-1-81
Assistant Dean for Graduate Program and Associate Professor				
27.	Anna M. Brock	\$ 37,000	\$ 40,000	1-1-81
Items 26 and 27.				
Source of Funds: Office of the Dean - Administrative Salaries and General Instruction - Faculty Salaries				
General Instruction (Nursing)				
Associate Professor				
28.	Karen G. Heusinkveld (Tenure)	\$ 28,300	\$ 32,904	1-1-81
29.	Linda Stafford	\$ 27,600	\$ 31,000	1-1-81
Assistant Professor				
30.	Lenore L. Anderson	\$ 22,300	\$ 25,375	1-1-81
31.	Barbara Bailes	\$ 21,300	\$ 25,375	1-1-81
32.	Elizabeth C. Carlson	\$ 21,100	\$ 23,700	1-1-81
33.	Jane C. Chang	\$ 20,500	\$ 23,500	1-1-81
34.	John Davidson	\$ 25,200	\$ 30,000	1-1-81
35.	Gerda Gomez	\$ 21,000	\$ 25,375	1-1-81
36.	Bonnie M. Juneau	\$ 22,300	\$ 25,591	1-1-81
37.	Janet K. Kuhn	\$ 20,600	\$ 25,375	1-1-81
38.	Judith Lentz	\$ 21,300	\$ 25,375	1-1-81
39.	Cheryl D. Levine	\$ 22,300	\$ 25,375	1-1-81
40.	Marianne T. Marcus	\$ 20,500	\$ 25,375	1-1-81
41.	Pamela S. Payne	\$ 20,000	\$ 25,375	1-1-81
42.	Ranjana Sardana	\$ 20,800	\$ 23,500	1-1-81
43.	Mary Joe White	\$ 21,300	\$ 25,375	1-1-81

Items 28 through 43. Source of Funds: General Instruction Faculty Salaries

THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT SAN ANTONIO

1990-91 BUDGET

Item No.	Explanation	Present Rate	Proposed Rate	Effective Dates
U. T. Medical School - San Antonio				
Anesthesiology				
7.	Assistant Professor Janet D. Puckett Total Compensation	\$ 60,000	\$ 65,000	11-1-80
Source of Funds:				
Other than State - BCHD Contract (\$40,000) - MSRDP (\$25,000)				
Anesthesiology				
8.	Assistant Professor Sheila Swartzman Total Compensation	\$ 60,000	65,000	11-1-80
Source of Funds:				
State Funds - Anesthesiology Faculty Salaries (\$48,700) Other than State - MSRDP (\$16,300)				
Medicine				
9.	Professor Waldemar G. Johanson (Tenure) Total Compensation	\$ 63,295	\$ 69,495	11-1-80
Source of Funds:				
State Funds - Medicine Faculty Salaries (\$20,100) Other than State - DHHS Grant (\$11,250) - V.A. Medical Center (\$33,945) - MSRDP (\$4,200)				
Medicine				
10.	Professor David J. Drutz (Tenure) Total Compensation	\$63,870	\$ 71,570	11-1-80
Source of Funds:				
State Funds- Medicine Faculty Salaries (\$20,625) Other than State - DHHS Grant (\$9,300) - V.A. Medical Center (\$33,945) - MSRDP (\$7,700)				
Medicine				
11.	Assistant Professor William A. Knight, III Total Compensation	\$ 38,995	\$ 43,695	11-1-80
Source of Funds:				
Other than State - DHHS Grant (\$23,900) - V.A. Medical Center (\$19,795)				
Obstetrics and Gynecology				
12.	Assistant Professor Ricardo H. Asch Total Compensation	\$ 55,000	\$ 59,000	11-1-80
Source of Funds:				
State Funds - Departmental Faculty Salaries (\$45,000) Other than State - MSRDP (\$14,000)				
Ophthalmology				
13.	Assistant Professor and Acting Chairman Jean E. Holt Total Compensation	\$ 67,650	\$ 73,050	11-1-80
Source of Funds:				
State Funds - Ophthalmology and Unallocated Faculty Salaries (\$24,350) Other than State - V.A. Medical Center (\$25,947) - MSRDP (\$22,753)				

THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT SAN ANTONIO
(Continued)

1980-81 BUDGET

Item No.	Explanation	Present Rate	Proposed Rate	Effective Dates
J. T. Medical School - San Antonio (Cont.)				
Psychiatry				
Professor				
14.	Martin B. Giffen (Tenure)			
	Total Compensation	\$ 66,000	\$ 73,000	11-1-80
	Source of Funds:			
	State Funds - Psychiatry Faculty Salaries (\$52,000)			
	Other than State - DHHS Grant (\$15,100)			
	- MSRDP (\$5,900)			
Surgery				
Professor				
15.	Lynn H. Banowsky (Tenure)			
	Total Compensation	\$ 77,374	\$ 82,374	11-1-80
	Source of Funds:			
	State Funds - Surgery Faculty Salaries (\$32,000)			
	Other than State - V.A. Medical Center (\$18,374)			
	- MSRDP (\$32,000)			
Surgery				
Associate Professor				
16.	James D. Heckman (Tenure)			
	Total Compensation	\$ 56,193	\$ 65,543	11-1-80
	Source of Funds:			
	State Funds - Surgery Faculty Salaries (\$15,000)			
	Other than State - V.A. Medical Center (\$30,293)			
	- MSRDP (\$20,250)			
Surgery				
Associate Professor				
17.	Donald L. Lamm (Tenure)			
	Total Compensation	\$ 60,776	\$ 71,266	11-1-80
	Source of Funds:			
	State Funds - Surgery Faculty Salaries (\$9,436)			
	Other than State - DHHS Grant (\$8,002)			
	- V.A. Medical Center (\$29,764)			
	- MSRDP (\$24,064)			
Surgery				
Associate Professor				
18.	Eugene T. O'Brian (Tenure)			
	Total Compensation	\$ 62,056	\$ 70,656	11-1-80
	Source of Funds:			
	State Funds - Surgery Faculty Salaries (\$21,000)			
	Other than State - V.A. Medical Center (\$26,656)			
	- MSRDP (\$23,000)			
Surgery				
Assistant Professor				
19.	Jesse C. DeLee			
	Total Compensation	\$ 57,055	\$ 65,055	11-1-80
	Source of Funds:			
	State Funds - Surgery Faculty Salaries (\$25,000)			
	Other than State - V.A. Medical Center (\$16,055)			
	- MSRDP (\$24,000)			

THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT SAN ANTONIO
(Continued)

1980-81 BUDGET

Item No.	Explanation	Present Rate	Proposed Rate	Effective Dates
<u>V. A. Medical School - San Antonio (Cont.)</u>				
Surgery				
20.	Assistant Professor Douglas E. Mattox			
	Total Compensation	\$ 55,924	\$ 62,499	11-1-80
	Source of Funds:			
	State Funds - Surgery Faculty Salaries (\$10,675)			
	Other than State - V.A. Medical Center (\$34,249)			
	- MSRDP (\$17,575)			
Surgery				
21.	Assistant Professor G. Richard Holt			
	Total Compensation	\$ 57,055	\$ 62,492	11-1-80
	Source of Funds:			
	State Funds - Surgery Faculty Salaries (\$21,282)			
	Other than State - DHHS Grant (\$9,155)			
	- V.A. Medical Center (\$16,055)			
	- MSRDP (\$16,000)			
Anesthesiology				
22.	Associate Professor Malcolm D. Orr (Tenure)			
	Total Compensation	\$ 84,500	\$ 88,000	12-1-80
	Sources of Funds:			
	State Funds - Anesthesiology Faculty Salaries (\$54,700)			
	Other than State - MSRDP Funds (\$33,300)			
Family Practice; Medicine				
23.	Professor Glen K. Arney (Tenure)			
	Total Compensation	\$ 55,000	\$ 58,000	12-1-80
	Source of Funds:			
	State Funds - Family Practice Faculty Salaries (\$51,975)			
	Other than State - DHHS Grant (\$3,025)			
	- MSRDP Funds (\$3,000)			
Medicine				
24.	Chas. Brown and Anna Sham Brown Professor Robert A. O'Rourke (Tenure)			
	Total Compensation	\$ 69,587	\$ 75,095	12-1-80
	Sources of Funds:			
	State Funds - Medicine Faculty Salaries (\$22,950)			
	Other than State - V. A. Medical Center (\$33,945)			
	- Brown Professorship (\$14,700)			
	- MSRDP Funds (\$3,500)			
Medicine				
25.	Associate Professor Michael Crawford (Tenure)			
	Total Compensation	\$ 54,265	\$ 58,728	12-1-80
	Sources of Funds:			
	State Funds - Medicine Faculty Salaries (\$19,512)			
	Other than State - V. A. Medical Center (\$31,616)			
	- MSRDP Funds (\$7,600)			
Medicine				
26.	Assistant Professor Richard A. Walsh			
	Total Compensation	\$ 46,800	\$ 50,800	12-1-80
	Sources of Funds:			
	State Funds - Medicine Faculty Salaries (\$46,800)			
	Other than State - MSRDP Funds (\$4,000)			

THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT SAN ANTONIO
(Continued)

1980-81 BUDGET

Item No.	Explanation	Present Rate	Proposed Rate	Effective Dates
U. T. Medical School - San Antonio (Cont.)				
Obstetrics and Gynecology				
Associate Professor				
27.	Ronald S. Gibbs (Tenure)			
	Total Compensation	\$ 64,000	\$ 69,000	12-1-80
	Sources of Funds:			
	State Funds - Obstetrics and Gynecology Faculty Salaries (\$50,000)			
	Other than State - Obstetrics Infection Grant (\$10,000)			
	- MSRDP Funds (\$9,000)			
Obstetrics and Gynecology				
Assistant Professor				
28.	Jorge D. Blanco			
	Total Compensation	\$ 42,000	\$ 46,000	12-1-80
	Sources of Funds:			
	State Funds - Obstetrics and Gynecology Faculty Salaries (\$39,000)			
	Other than State - MSRDP Funds (\$7,000)			
Psychiatry; Family Practice				
Professor - Nancy Ullman Karren Chair				
29.	Charles L. Bowden (Tenure)			
	Total Compensation	\$ 64,800	\$ 70,000	12-1-80
	Sources of Funds:			
	State Funds - Psychiatry Faculty Salaries (\$49,700)			
	Other than State - Karren Chair (\$20,300)			
Radiology; Pediatrics				
Professor				
30.	Roderick I. Macpherson (Tenure)			
	Total Compensation	\$ 75,000	\$ 85,000	12-1-80
	Sources of Funds:			
	State Funds - Radiology Faculty Salaries (\$59,500)			
	Other than State - V. A. Medical Specialist Services (\$15,000)			
	- MSRDP Funds (\$10,500)			
Radiology				
Associate Professor				
31.	Joaquin G. Mira (Tenure)			
	Total Compensation	\$ 63,000	\$ 80,000	12-1-80
	Sources of Funds:			
	State Funds - Radiology Faculty Salaries (\$54,000)			
	Other than State - V. A. Medical Specialist Services (\$17,000)			
	- MSRDP Funds (\$9,000)			
Radiology				
Assistant Professor				
32.	William I. Dittman			
	Total Compensation	\$ 58,400	\$ 75,000	12-1-80
	Sources of Funds:			
	State Funds - Radiology Faculty Salaries (\$48,700)			
	Other than State - V. A. Medical Specialist Services (\$16,600)			
	- MSRDP Funds (\$9,700)			

THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT SAN ANTONIO
(Continued)

1980-81 BUDGET

Item No.	Explanation	Present Rate	Proposed Rate	Effective Dates
U. T. Medical School - San Antonio (Cont.)				
Radiology				
Assistant Professor				
33.	Theodore Hopens			
	Total Compensation	\$ 54,406	\$ 73,000	12-1-80
	Sources of Funds:			
	State Funds - Radiology Faculty Salaries (\$6,000)			
	- V. A. Medical Center (\$49,406)			
	- V. A. Medical Specialist Services (\$18,594)			
Surgery				
Associate Professor				
34.	Willis E. Brown (Tenure)			
	Total Compensation	\$ 59,122	\$ 63,122	12-1-80
	Sources of Funds:			
	State Funds - Surgery Faculty Salaries (\$16,013)			
	Other than State - V. A. Medical Center (\$31,109)			
	- MSRDP Funds (\$16,000)			
Surgery				
Associate Professor				
35.	Wayne H. Schwesinger (Tenure)			
	Total Compensation	\$ 64,280	\$ 70,280	12-1-80
	Sources of Funds:			
	State Funds - Surgery Faculty Salaries (\$11,000)			
	Other than State - V. A. Medical Center (\$40,280)			
	- MSRDP Funds (\$19,000)			
Surgery				
Assistant Professor				
36.	Moustapha Abou-Samra			
	Total Compensation	\$ 49,987	\$ 54,987	12-1-80
	Sources of Funds:			
	State Funds - Surgery Faculty Salaries (\$25,000)			
	Other than State - V. A. Medical Center (\$15,187)			
	- MSRDP Funds (\$14,800)			
Anesthesiology				
Professor and Chairman				
37.	Reginald B. Smith (Tenure)			
	Total Compensation:	\$ 96,000	\$106,000	1-1-81
	Source of Funds:			
	State Funds - Anesthesiology Faculty Salaries (\$64,000)			
	Other than State - MSRDP Funds (\$42,000)			
Anesthesiology; Obstetrics and Gyynecology				
Assistant Professor				
38.	Farkhanda J. Husain			
	Total Compensation:	\$ 61,000	\$ 66,000	1-1-81
	Source of Funds:			
	State Funds - Anesthesiology Faculty Salaries (\$48,700)			
	Other than State - MSRDP Funds (\$17,300)			

THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT SAN ANTONIO
(Continued)

1980-81 BUDGET

Item No.	Explanation	Present Rate	Proposed Rate	Effective Dates
<u>U. T. Medical School - San Antonio (Cont.)</u>				
Family Practice; Pediatrics				
Professor				
39.	Alexander W. Pierce, Jr. (Tenure)			
	Total Compensation:	\$ 55,000	\$ 58,000	1-1-81
	Source of Funds:			
	State Funds - Family Practice Faculty Salaries (\$50,985)			
	Other than State - DHHS Grant (\$4,015)			
	- MSRDP Funds (\$3,000)			
Medicine; Physiology				
Professor and Chairman (Medicine);				
Professor (Physiology)				
40.	Jay H. Stein (Tenure)			
	Total Compensation:	\$ 96,000	\$111,000	1-1-81
	Source of Funds:			
	State Funds - Medicine Faculty Salaries (\$64,000)			
	Other than State - DHHS Grant (\$28,800)			
	- MSRDP Funds (\$18,200)			
Medicine				
Professor				
41.	Robert J. Schwartzman (Tenure)			
	Total Compensation:	\$ 64,000	\$ 69,500	1-1-81
	Source of Funds:			
	State Funds - Medicine Faculty Salaries (\$55,000)			
	Other than State - MSRDP Funds (\$14,500)			
Obstetrics and Gynecology				
Professor and Chairman				
42.	Carl J. Pauerstein (Tenure)			
	Total Compensation:	\$ 96,000	\$111,000	1-1-81
	Source of Funds:			
	State Funds - Obstetrics and Gynecology Faculty Salaries (\$64,000)			
	Other than State - MSRDP Funds (\$47,000)			
Psychiatry; Pediatrics, and				
Family Practice				
Professor				
43.	Leonard E. Lawrence (Tenure)			
	Total Compensation:	\$ 62,800	\$ 67,300	1-1-81
	Source of Funds:			
	State Funds - Psychiatry Faculty Salaries (\$28,246); Pediatric Faculty Salaries (\$11,277); Family Practice Faculty Salaries (\$11,277)			
	Other than State - DHHS Grant (\$4,000); San Antonio Children's Center (\$6,000); MSRDP Funds (\$6,500)			
Psychiatry				
Professor and Chairman				
44.	Robert L. Leon (Tenure)			
	Total Compensation:	\$ 85,000	\$ 96,000	1-1-81
	Source of Funds:			
	State Funds - Psychiatry Faculty Salaries (\$64,000)			
	Other than State - DHHS Grant (\$6,000)			
	- MSRDP Funds (\$26,000)			

THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT SAN ANTONIO
(Continued)

1980-81 BUDGET

Item No.	Explanation	Present Rate	Proposed Rate	Effective Dates
<u>U. T. Medical School - San Antonio (Continued)</u>				
Radiology				
Assistant Professor				
45.	Vung D. Nguyen			
	Total Compensation:	\$ 53,000	\$ 70,000	1-1-81
	Source of Funds:			
	State Funds - Radiology Faculty Salaries (\$47,000)			
	Other than State - Veterans Administration (\$15,000)			
	- MSRDP Funds (\$8,000)			
Radiology				
Instructor				
46.	Nella C. Dornbluth			
	Total Compensation:	\$ 42,471	\$ 60,170	1-1-81
	Source of Funds:			
	State Funds - Radiology Faculty Salaries (\$37,570)			
	Other than State - Veterans Administration (\$12,600)			
	- MSRDP Funds (\$10,000)			
Radiology				
Instructor				
47.	Janet M. Potter			
	Total Compensation:	\$ 40,000	\$ 60,000	1-1-81
	Source of Funds:			
	State Funds - Radiology Faculty Salaries (\$38,000)			
	Other than State - Veterans Administration (\$12,000)			
	- MSRDP Funds (\$10,000)			
Surgery				
Dr. Witten B. Russ Professor and Chairman				
48.	Joe B. Aust (Tenure)			
	Total Compensation:	\$ 96,000	\$111,000	1-1-81
	Source of Funds:			
	State Funds - Surgery Faculty Salaries (\$64,000)			
	Other than State - MSRDP Funds (\$47,000)			
Surgery: Anatomy				
Professor				
49.	Anatolio B. Cruz (Tenure)			
	Total Compensation:	\$ 83,264	\$ 89,014	1-1-81
	Source of Funds:			
	State Funds - Surgery Faculty Salaries (\$50,000)			
	Other than State - Veterans Administration (\$6,264)			
	- MSRDP Funds (\$32,750)			
Surgery				
Professor				
50.	Frederick L. Grover (Tenure)			
	Total Compensation:	\$ 67,879	\$ 74,779	1-1-81
	Source of Funds:			
	State Funds - Surgery Faculty Salaries (\$18,000)			
	Other than State - Veterans Administration (\$34,951)			
	- MSRDP Funds (\$21,828)			

THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT SAN ANTONIO
(Continued)

1980-81 BUDGET

Item No.	Explanation	Present Rate	Proposed Rate	Effective Dates
<u>U. T. Medical School - San Antonio (Continued)</u>				
Surgery Professor				
51.	Arthur S. McFee (Tenure)			
	Total Compensation:	\$ 83,264	\$ 89,014	1-1-81
	Source of Funds:			
	State Funds - Surgery Faculty Salaries (\$48,000)			
	Other than State - Veterans Administration (\$6,264)			
	- MSRDP Funds (\$34,750)			

THE UNIVERSITY OF TEXAS SYSTEM CANCER CENTER

1980-81 BUDGET

Item No.	Explanation	Present Rate	Proposed Rate	Effective Dates
<u>U. T. M. D. Anderson Hospital</u>				
Internal Medicine				
Clinical Assistant Internist				
4.	Antonio Bernal (20% T)			
	Total Compensation	\$ 40,500	\$ 60,000	11-1-80
	20% Base	\$ 8,100	\$ 12,000	
	Source of Funds:			
	State Funds - Internal Medicine and Unallocated Salaries (\$40,000)			
	Other than State - PRS (\$20,000)			

LEGEND:

MSRDP - Medical Service, Research and Development Plan
DHHS - Department of Health and Human Services
NIH - National Institutes of Health
BCHD - Bexar County Hospital District
PRS - Physicians Referral Service

SYSTEM Management Review Com. 2012

6. U. T. Board of Regents: Report of Meeting of System Administration Committee on February 6, 1981. --It is recommended that approval be given to the Report of the Meeting of the System Administration Committee on February 6, 1981:

FILE NO
DOCUMENT E
REMARKS

REPORT OF MEETING OF SYSTEM ADMINISTRATION COMMITTEE ON FEBRUARY 6, 1981. --Though the System Administration Committee was scheduled to meet at 10:30 a. m. on February 6, 1981, it was not able to do so because of inclement weather. At 12:30 p. m. the Committee convened in the Regents' Meeting Room on the ninth floor of Ashbel Smith Hall with the following in attendance:

Regents
James L. Powell, Board Chairman ✓
Sterling H. Fly, Jr., M.D., Board Vice-Chairman ✓
Jane Weinert Blumberg ✓
Janey Briscoe ✓
Beryl Buckley Milburn ✓
Tom B. Rhodes ✓
Howard N. Richards ✓

Secretary Thedford

Chancellor Walker ✓

Board Chairman Powell presided since committee chairmen had not been formally announced.

The Committee immediately resolved into Executive Session pursuant to V.T.C.S., Article 6252-17, Section 2(g) to discuss the Evaluation, Assignment and Duties of Officers and Employees of The University of Texas System including but not limited to the first report of the System Management Review Committee for the newly qualified members of the Board.

At 2:45 p. m. the Committee reconvened in open session. Board Chairman Powell reported that in Executive Session the first report of the System Management Review Committee had been presented to the newly qualified members of the Board. It was the same report that was presented to the Board of Regents at its meeting on January 6, 1981.

He then announced that the purpose for which the Committee had met had been completed, and the Committee was duly adjourned. (Prior to the meeting of the System Administration Committee, Representative Welhelmina Delco came by to greet the new members of the Board of Regents and to see the other members who were present. She expressed her desire to cooperate with The University of Texas System and offered the services of her office.)

REPORT OF ACADEMIC AND DEVELOPMENTAL AFFAIRS COMMITTEE (Pages 35-42). --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. 15 of the Chancellor of the System (Attachment No. 1)(Catalog Change). --Committee Chairman Blumberg reported that no exception had been received to Docket No. 15 of the Chancellor of the System. At the meeting no objections were offered during the consideration of the Docket, and the Docket was unanimously approved in the form distributed by the Secretary. It is attached (Attachment No. 1) following Page 125 and made a part of these Minutes.

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

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

2. U. T. Austin: Authorization to Seek Permission from the Coordinating Board to Establish a Master of Arts Degree in Energy and Mineral Resources (Catalog Change). --Approval was given without objection to seek permission from the Coordinating Board, Texas College and University System to establish a Master of Arts Degree in Energy and Mineral Resources at The University of Texas at Austin. The program, which will encompass energy and mineral resource interdisciplinary study in areas of geological sciences, petroleum engineering, economics, resource management, government and policy study, will be administered by a Graduate Studies Committee composed of representatives from the disciplinary areas involved and the initial graduate advisor will be the Director of the Texas Mining and Mineral Resources Institute. No additional faculty, facilities, or financial resources are needed to implement this program and the library facilities are adequate to support it.

If this program is approved by the Coordinating Board, the next appropriate catalog published at U. T. Austin will be so amended.

3. U. T. Austin: Appointment of (a) Professor Robert A. Divine to the George W. Littlefield Professorship in American History Effective September 1, 1981 and (b) Mr. Jose Emilio Pacheco to the Edward Larocque Tinker Chair as Visiting Professor in Latin American Studies for the Fall Semester 1981. --By separate motions and without objection, approval was given to appoint the following at The University of Texas at Austin:

- a. Professor Robert A. Divine, Department of History, the first holder of the George W. Littlefield Professorship in American History effective September 1, 1981

Professor Divine's salary will be supplemented with an \$8,000 stipend from the endowment's income for the 1981-82 academic year and, in addition thereto, \$5,000 will be provided for research assistance.

- b. Mr. Jose Emilio Pacheco to the Edward Larocque Tinker Chair as Visiting Professor in Latin American Studies for the Fall Semester 1981 in accordance with the provisions of this endowment

Mr. Pacheco's appointment has the support of the Tinker Professor Selection Committee.

- Pharmacy, College of - Special Priv. Fund Dev. Camp.
 4. U. T. Austin: Approval of Special Private Fund Development Campaigns for the Winedale Historical Center and the College of Pharmacy (Regents' Rules and Regulations, Part One, Chapter VII, Section 2, Subsection 2.44) and Naming of Facilities as a Part Thereof (Regents' Rules and Regulations, Part One, Chapter VIII, Section 1). -- Without objection and in accordance with the Regents' Rules and Regulations, Part One, Chapter VII, Section 2, Subsection 2.44, approval was given to special private fund development campaigns for the Winedale Historical Center and the College of Pharmacy at The University of Texas at Austin and to the naming of rooms and facilities as a part thereof pursuant to the Regents' Rules and Regulations, Part One, Chapter VIII, Section 1. (2)11 B

The funds raised by the campaign for the Winedale Historical Center will be used for the construction or renovation of four buildings to improve the academic service of the Center.

The campaign for the College of Pharmacy will coincide with the construction program for the new addition to the College which is now underway and the funds raised will be used to enhance the teaching and research programs of the College.

5. U. T. Austin: Extension and Amendment of (a) Affiliation Agreements with Between the U. T. Board of Regents and the Clayton Foundation for Research; and (b) Subsidiary Three Party Affiliations with (2) 400 Among the U. T. Board of Regents, the Clayton Foundation for Research, and (b-1) U. T. Austin Student Health Center and (b-2) Bexar County Hospital District. -- Approval was given without objection to extend for an additional five years:

- a. The affiliation agreement between the Board of Regents of The University of Texas System for and on behalf of The University of Texas at Austin and the Clayton Foundation for Research
- b. Subsidiary three party affiliation agreements among the Board of Regents of The University of Texas System for and on behalf of The University of Texas at Austin, the Clayton Foundation for Research and (b-1) The University of Texas at Austin Student Health Center and (b-2) Bexar County Hospital District

This extension was authorized by amending the first sentence of Paragraph 5 of each of the agreements originally authorized in March 1971 to read as follows:

5. Period of Agreement.

This agreement is for a period of fifteen (15) years from the date of execution hereof, unless terminated

by either party upon giving the other party six (6) months' written notice of intention to terminate.

As a matter of information, the original agreements were approved by the U. T. Board of Regents on March 12, 1971, and subsequently amended on May 14, 1976 by extending them for an additional five years.

Law School

- 6. U. T. Austin (School of Law): Establishment of "Office and Overhead Charge" to Clients of the Law School Criminal Defense Clinic. --Without objection, the Academic and Developmental Affairs Committee authorized an "office and overhead charge" of \$20 to clients of the Law School Criminal Defense Clinic at The University of Texas at Austin with the understanding that this charge can be waived or deferred in cases of particular hardship. These charges will be used to pay the work-related expenses of the Criminal Defense Clinic which had previously been paid by the Law School Foundation, including payments for investigative reports, polygraph examinations, witness travel, and transcripts of court proceedings.

FILE NO. NA
 DOCUMENT
 REMARKS

Advisory Council - College of Business Administration

- 7. U. T. Austin - College of Business Administration Foundation Advisory Council: Acceptance of Membership. --On December 12, 1980, Mr. John T. Stuart of Dallas was approved for membership on The University of Texas at Austin College of Business Administration Foundation Advisory Council for a term to expire on August 31, 1981. Mr. Stuart's acceptance of the membership is herewith reported for the record.

FILE NO. 11
 DOCUMENT
 REMARKS

Advisory Councils - Fine Arts Foundation

- 8. U. T. Austin - College of Fine Arts Foundation Advisory Council: Nominees Thereto and Report of Membership of Art Museum Committee Therein. --Three nominees for membership on The University of Texas at Austin College of Fine Arts Foundation Advisory Council were approved for terms expiring in 1983. The names of the nominees will be reported for the record after they have been contacted and have accepted the appointments.

FILE NO. 11
 DOCUMENT
 REMARKS

On December 12, 1980, an Art Museum Committee was established from the membership of the College of Fine Arts Foundation Advisory Council. In addition to the three nominees approved in the foregoing paragraph, the Committee will be composed of the following:

- Mrs. Elizabeth B. Blake, Austin
- Ms. Laura Carpenter, Dallas
- Mr. Charles D. Clark, McAllen
- Mrs. John Duncan, New York City
- Mrs. Walter Foxworth II, Dallas
- Mrs. Edward R. Hudson, Jr., Fort Worth
- Mr. Robert Straus, Houston

In response to Regent Milburn's inquiry regarding the functions of the Art Museum Committee, President Flawn pointed out that the College of Fine Arts Foundation Advisory Council has to cover a broad range of functions, including the Music, Drama and Art Departments, the Performing Arts Center and the planning of the new Art Museum. He stated that in order to add breadth and depth in the museum area, the membership of the College of Fine Arts Foundation Advisory Council was increased to include individuals interested in the development of the new Art Museum.

Advisory Council - Natural Sciences Fdn.

- 9. U. T. Austin - College of Natural Sciences Foundation Advisory Council: Nominees. -- Nominees were approved to fill five vacancies on the College of Natural Sciences Foundation Advisory Council at The University of Texas at Austin. The names and terms of the nominees will be reported for the record after they have been contacted and have accepted the appointments.

FILE NO. 11
 DOCUMENT
 REMARKS

- 10. U. T. El Paso: Authorization to Seek Permission from the Coordinating Board to Establish a Master of Arts in Teaching, Mathematics (Catalog Change). -- Unanimous approval was given to seek permission from the Coordinating Board, Texas College and University System to establish a Master of Arts in Teaching, Mathematics at The University of Texas at El Paso. The program will provide an opportunity for secondary school teachers of mathematics to acquire a broad background in mathematics and improve the teaching of mathematics at the secondary level. No additional faculty, facilities, or financial resources are needed to implement this program, and library holdings are adequate to support it.

FILE NO. A-19 EP
 DOCUMENT
 REMARKS

If this program is approved by the Coordinating Board, the next appropriate catalog published at U. T. El Paso will be amended to conform.

[Handwritten signature]

- 11. U. T. San Antonio: Agreement with Southwest Texas State University and the Commandant, Air Force ROTC, San Antonio, Texas (Extension of Air Force ROTC Program). -- Without objection, approval was given to the agreement set out on Pages 38-41 among The University of Texas at San Antonio, Southwest Texas State University, and the Commandant, Air Force ROTC, San Antonio, Texas, for the purpose of establishing an extension of Southwest Texas State University's Air Force ROTC program on the U. T. San Antonio campus. This agreement will provide qualified students at U. T. San Antonio an opportunity to participate in Air Force ROTC and to receive a reserved commission upon graduation and completion of the program.

FILE NO. 400
 DOCUMENT
 REMARKS

It was noted that U. T. San Antonio has a similar agreement with St. Mary's University, San Antonio, Texas.

CROSS-TOWN AGREEMENT TO EXTEND AFROTC INSTRUCTION
 TO STUDENTS AT INSTITUTIONS NOT HOSTING AFROTC

This AGREEMENT is among the governing authorities of Southwest Texas State University (SWTSU) (hereinafter known as Institution A) which hosts Air Force ROTC Detachment 840, the governing authorities of The University of Texas at San Antonio (UTSA) (hereinafter known as Institution B) which does not host an AFROTC unit, and the Commandant, Air Force ROTC. It is the purpose of this AGREEMENT to make the Air Force ROTC General Military Course X and/or the Professional Officer Course X available to qualified students of Institution B who desire to earn appointments as commissioned officers in the United States Air Force.

AGREEMENT

1. Contingent upon acceptance of this agreement and upon the initial and continuing fulfillment of all the conditions enumerated in paragraphs 2, 3, 4, and 5 following, the Commandant, Air Force ROTC, will:

a. Provide AFROTC instruction in the General Military Course and the Professional Officer Course to qualified and selected applicants who are students of Institution B. Air Force ROTC instruction will be provided those selected students of Institution B on the campus of Institution B.

b. Enroll qualified students of Institution B who are selected for the General Military Course X and/or the Professional Officer Course X as members of the Air Force ROTC detachment at Institution A.

c. Provide uniforms, in accordance with the existing contract agreement between Institution A and the Secretary of the Air Force, to Institution A for all Air Force ROTC cadets who are enrolled as members of the Air Force ROTC detachment at Institution A.

d. Provide subsistence allowance, in accordance with existing policies, to all Air Force ROTC cadets who are enrolled as members of the Air Force ROTC detachment at Institution A.

e. Provide tuition and fees, in accordance with existing policies:

(1) To Institution A for all Air Force ROTC cadets on scholarship status who are enrolled as members of the Air Force ROTC detachment at Institution A.

(2) To Institution B for all Air Force ROTC cadets on scholarship status who are enrolled as members of the Air Force ROTC detachment at Institution A if a separate education service agreement exists between the Department of the Air Force and Institution B.

2. Contingent upon the acceptance of this AGREEMENT and upon fulfillment of the conditions enumerated in paragraph 1 above, the governing authorities of Institution A agree:

a. Furnish necessary uniforms and accessories to all enrolled members of the Air Force ROTC unit which it hosts.

b. Report estimated and actual costs of tuition and fees for each fiscal year to the AFROTC detachment at Institution A. This report will be the basis for funding obligations for each fiscal year.

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

a. Provide adequate classroom and related administrative facilities to support the Aerospace Studies instruction of all enrolled members of its Air Force ROTC unit who receive instruction on its campus.

b. Include in appropriate publications announcement of the Aerospace Studies courses of Air Force ROTC available to its students.

c. Grant appropriate academic credit applicable toward graduation for the successful completion of courses offered by the Department of Aerospace Studies at Institution A.

d. If a separate education service agreement exists between the Department of the Air Force and Institution B, report estimated and actual costs of tuition and fees for each fiscal year to the AFROTC detachment at Institution A. This report will be the basis for funding obligations for each fiscal year.

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

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

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

5. The governing authorities of Institution B affirm that:

a. It is accredited to award baccalaureate degrees by the following regional association: Southern Association of Colleges and Schools.

b. Its administration has signed a U.S. Office of Education Assurance of Compliance with Title VI of the Civil Rights Act of 1964.

6. All parties agree that:

a. The Air Force personnel providing ROTC instruction at Institution A or Institution B are not employees or agents of either institution and are not

eligible for tenure or other special privileges provided only to employees of each institution.

b. This AGREEMENT becomes effective not later than 24 August 1981.

c. This AGREEMENT may be terminated at the end of any school year by any party giving the other two parties at least six months' notice of such intent.

d. This AGREEMENT supersedes all existing agreements between the Secretary of the Air Force or his designee and the above institutions pertaining to the establishment of an Air Force Reserve Officers' Training Corps detachment crosstown.

Executed by Institution B and the Air Force on the day and year above written, in duplicate copies, each of which shall be deemed an original.

ATTEST:

(Title)

INSTITUTION A
By [Signature]
President
Date 1-23-81

ATTEST:

Barbara Harp
(Title)

INSTITUTION B
By [Signature]
President
Date 12/22/80

ATTEST:

(Title)

AIR FORCE ROTC
By [Signature]
Commandant, Air Force ROTC
Date 29 Jan 81

FORM APPROVED:

By Francis A. Frederick
General Counsel of The System

Chairman, Board of Regents

CONTENT APPROVED:

[Signature]
Vice Chancellor for Academic Affairs
[Signature]
Chancellor

The University of Texas System CERTIFICATE OF APPROVAL

I hereby certify that the foregoing AGREEMENT was approved by the Board of Regents of The University of Texas System on _____ day of _____, 19 _____.

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

12. U. T. Tyler - Development Board: Membership. --On December 12, 1980, nominees were approved for membership on the Development Board of The University of Texas at Tyler. The Administration has reported that the following have accepted their appointments as the initial members of this Development Board:

	<u>Term Expires</u>
Mr. C. Quentin Abernathy, Gladewater	1983
Mr. Jeff Austin, Jr., Jacksonville	1981
Mr. Henry M. Bell, Jr., Tyler	1983
Mr. Allen M. Burt, Tyler	1983
Mr. Charles L. Childers, Tyler	1982
Mr. Bill G. Hartley, Tyler	1981
Mr. J. S. Hudnall, Tyler	1981
B. H. McVicker, M.D., Lufkin	1982
Mr. Robert J. Phillips, Tyler	1981
Mr. George W. Pirtle, Tyler	1983
Mr. A. W. "Dub" Riter, Jr., Tyler	1982
Mr. Isadore Roosth, Tyler	1982
Mr. Earl L. Story, Jr., Tyler	1982
Jim M. Vaughn, M.D., Tyler	1981
Mr. Royce E. Wisenbaker, Tyler	1981
Unfilled Term	1981
Unfilled Term	1982
Unfilled Term	1982
Unfilled Term	1982
Unfilled Term	1983
Unfilled Term	1983
Unfilled Term	1983
Unfilled Term	To be determined as filled
Unfilled Term	To be determined as filled
Unfilled Term	To be determined as filled

REPORT OF BUILDINGS AND GROUNDS COMMITTEE (Pages 43-60). -- Committee Chairman Richards filed the following report of the Buildings and Grounds Committee stating that all business was conducted in open session on Thursday and that all actions reflected in the report were approved without objection unless otherwise indicated:

1. U. T. Arlington - Student Housing (Initial Phase): Award of Contracts for Furniture and Furnishings to Carpet Services, Inc., Fort Worth, Texas; E. G. Jenkins Company, Dallas, Texas; and Rockford Business Interiors, Austin, Texas. -- Following a review of the tabulation of bids for the furniture and furnishings for the Initial Phase of Student Housing at The University of Texas at Arlington, the Buildings and Grounds Committee without objection awarded contracts to the lowest responsible bidders as follows:

✓ Carpet Services, Inc., Fort Worth, Texas	
Base Proposal "B" (Carpet)	\$ 61,620.00
✓ E. G. Jenkins Company, Dallas, Texas	
Base Proposal "C" (Window Blinds and Drapes)	12,900.00
✓ Rockford Business Interiors, Austin, Texas	
Base Proposal "A" (Dormitory Furniture)	253,847.48
Grand Total Contract Awards	<u>\$328,367.48</u>

It was noted that funds to cover these contract awards are available in the Furniture and Equipment Account for this project.

2. U. T. Arlington - Thermal Energy Plant (Central Campus) and Utilities Distribution System: Award of Purchase Contract to the York Division, Borg-Warner Corporation, for 1150-Ton Refrigeration Machine. -- In accordance with authorization given on May 30, 1980, to replace the 1963 Carrier Model 750-ton Absorption Unit with a centrifugal high-efficiency 1,200 ton chilling unit, Mr. Kristoferson presented a tabulation of bids that had been received. He reviewed these bids explaining that:

- a. "Two base bids were submitted by York. Both were responsive to the specifications. The difference in the machines offered in the two base bids lies mainly in the energy consumption of the two machines, the more expensive machine being the more efficient
- b. "York also submitted two voluntary alternate bids. These machines are, for all intents and purposes, identical in mechanical performance to those offered in the base bids, but have a different physical configuration which York finds easier to build and are

therefore less costly. The lower cost of these alternate machines warranted reconsideration of the University's requirements for physical configuration

- c. "The bids submitted by Trane were neither technically nor contractually responsive to the invitation for bids. Under no circumstance should an award be made to Trane
- d. "An economic analysis was made of York's bids. The analysis was performed in accordance with criteria which were announced in the Notice to Bidders. The purchase price was converted to an annual capital recovery cost based upon a term of 20 years with 12% annual interest. The annual operating cost of each machine was calculated based upon energy consumption factors guaranteed by the manufacturer; current energy prices were escalated at the rate of 10% per year over a term of 20 years. The sum of these two figures approximates the total annual cost, on a present worth basis, of the various machines. The results of the calculations are tabulated below:

Manufacturer	Model No.	Base Bid	Estimated Capital Recovery Over 20 Years @12%, \$/yr.	Estimated Annual Operating Costs, \$/yr.	Total Annual Costs, \$ yr.
Trane	CVHB-155HA	\$156,582	(Bid not responsive, not analyzed)		
York	OTR4G2-ZCB	181,625	\$24,316	\$109,803	\$134,119
York	OTT4G2-ZCB	193,855	25,953	104,679	130,632
Trane	OCV-12F	199,748	(Bid not responsive, not analyzed)		
York	OTR4G2	238,676	31,954	107,259	139,213
York	OTT4G2	257,925	34,531	102,156	136,687

- e. "From the above data, it is clear that York's bid for the OTT4G2-ZCB refrigeration machine offers the University the lowest total annual cost, measured on a present worth basis, when both price and operating costs are considered. The design engineer, Love Friberg & Associates, recommends award to York for this machine"

Based on this information, President Nedderman and Chancellor Walker recommended and the Buildings and Grounds Committee awarded a purchase contract for a 1150-ton refrigeration machine to the lowest responsible bidder, York Division of Borg-Warner Corporation, York, PA., in the amount of \$193,855 which is available within previously appropriated project funds. Mr. Kristoferson did add that this analysis and recommendation had been reviewed by a member of the Office of General Counsel who indicated the action was legal.

Renovator:

Architecture, School of Facilities Management

- 3. U. T. Austin - Battle Hall [First Library Building, Completed in 1911; Remodeling (1947-54) for Eugene C. Barker Texas History Center and Commonly Known by this Name until 1973 when Named Battle Hall] - Restoration and Improvements: Authorization to (a) Terminate Feasibility Study and Appointment of Calhoun, Tungate, Jackson and Dill, Houston, Texas, Consulting Architect and (b)

Incorporate in School of Architecture Facilities Improvement Project (Thomas-Booziotis & Associates, Dallas, Texas, and Chartier Newton, Austin, Texas, Project Architect). --System Administration explained to the Regents that it had been the original plan in 1977 to include Battle Hall in the Facilities Improvements for the School of Architecture at The University of Texas at Austin but that it was later (1978) withdrawn from that project and a feasibility study was authorized for remodeling to use it for art exhibits and book collections. The firm of Calhoun, Tungate, Jackson and Dill, Houston, Texas, was appointed Consulting Architect to prepare this feasibility study but it was never initiated. In December 1980 the Buildings and Grounds Committee authorized the construction of a Museum of Fine Arts and, therefore, it has been determined that all of Battle Hall will no longer be needed for art exhibits and book collections.

President Flawn assured the Board that the Reading Room would be preserved.

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

- a. Termination of authorization for the feasibility study and of the appointment of Calhoun, Tungate, Jackson and Dill, Houston, Texas, Consulting Architect, for the Restoration of Battle Hall for use as housing for art exhibits and book collections
- b. Incorporation of Battle Hall Restoration and Improvements in the School of Architecture Facilities Improvements Project. (This will add the Battle Hall Restoration to the contract with Thomas-Booziotis & Associates, Dallas, Texas, and Chartier Newton, Austin, Texas, Project Architect, for the School of Architecture Facilities Improvements Project.)

It was noted that the cost will be reflected in a future report to the Buildings and Grounds Committee.

- 4. U. T. Austin - Education Building - Remodeling for the Graduate School of Library and Information Science (Formerly Referred to as Graduate School of Library Science): Report on Feasibility Study; Authorization for Project; Appointment of Crain/Anderson, Inc., Houston, Texas, Project Architect, to Prepare Final Plans; and Appropriation Therefor. --A report was made on the feasibility study for the remodeling in the Education Building for the Graduate School of Library and Information Science at The University of Texas at Austin that had been prepared by the firm of Crain/Anderson, Inc., Houston, Texas.

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Mr. Anderson of Crain/Anderson, Inc., Houston, Texas, was present at the meeting to answer any questions. Based on the report, the Buildings and Grounds Committee without objection:

- a. Authorized remodeling of approximately 12,000 square feet of space on Levels 4 and 5 of the College of Education Building to accommodate the Graduate School of Library and Information Science which is to be relocated from the Harry Ransom Center

- b. Appointed the firm of Crain/Anderson, Inc., Houston, Texas, Project Architect, with authorization to prepare final plans which will be presented at a future Board meeting for consideration
- c. Appropriated \$40,000 from Available University Fund for fees and related project expenses through completion of final plans (\$30,000 from Permanent University Fund Bond proceeds for the feasibility study including fees and related expenses had been previously appropriated/)

It was noted that the scope of this project includes demolition and remodeling of the areas into which the Graduate School of Library and Information Science is to be relocated, relocation of certain College of Education facilities, and some new construction which is estimated to cost between \$800,000 and \$900,000 or approximately \$70/ft. A more definite project cost will be reported to the Board when the plans have been completed.

- 5. U. T. Austin - Lyndon Baines Johnson Library - Major Modifications - Phase II: Approval of Final Plans and Authorization to Advertise for Bids. --In connection with Phase II of the Major Modifications to the Lyndon Baines Johnson Library at The University of Texas at Austin, Mr. Al Simmons of Graeber, Simmons & Cowan, in association with R. Max Brooks was asked to address the Board. In answer to Regent Rhodes' inquiry, Mr. Simmons gave a detailed breakdown of the modifications together with the estimated cost. Thereafter, the Buildings and Grounds Committee:

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REMARKS

- a. Approved the Phase II final plans and specifications for major modifications to the Lyndon Baines Johnson Library at an estimated project cost of \$1,732,131
- b. Authorized the Office of Facilities Planning and Construction to advertise for bids which will be presented at a future Board meeting for consideration

Red River - Widening from 23RD to 26TH

- 6. U. T. Austin - Lyndon Baines Johnson Library - Landscape and Site Modifications to Grounds: Award of Contract to Landscape Design and Construction, Inc., Dallas, Texas. --In considering the bids received for the Landscape and Site Modifications to the Grounds of the Lyndon Baines Johnson Library at The University of Texas at Austin, Mr. Kristoferson outlined in detail the items involved in this landscape project. Following this report, the Buildings and Grounds Committee without objection:

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REMARKS

- a. Awarded a construction contract for Landscape and Site Modifications to the Grounds of the Lyndon Baines Johnson Library to the lowest responsible bidder, Landscape Design and Construction, Inc., Dallas, Texas, as follows:

Base Bid	\$147,460
Additive Alternate	
No. 1 (Add 6 Live Oak Trees)	15,900
Total Contract Award	\$163,360

- b. Authorized a total project cost of \$200,625, which is available from previously appropriated project funds, to cover the construction contract award

It was noted that these landscape and site modifications were necessitated by the widening of Red River Street from Twenty-Third to Twenty-Sixth Street and cover approximately three acres of the Lyndon Baines Johnson Library grounds. The scope of the work includes finished grading, topsoil, solid sodding of grass, restoring the irrigation system, planting 25 new oak trees of 12 to 15 inch caliper, ornamental planting and transplanting one American Elm from the LBJ Ranch grounds.

It was suggested by Regent Powell that an appropriate plaque be placed on this American Elm to indicate from where it came.

Regent Milburn inquired if this would complete the remodeling pretty much for the next 10 years and expressed the hope that it would because it had been an expensive project.

7. U. T. Austin - Renovation of Outdoor Sports Facilities - Whitaker Field East Segment: (a) Cancellation of Right-of-Way Easement to City of Austin for Right Turn Lane and Authorization to Grant Revised Easement and (b) Approval to Waive Underground Easement Policy for a Portion of Easement and to Grant Easement to City of Austin for Electric Service. --In connection with the Renovation of Outdoor Sports Facilities - Whitaker Field East Segment at The University of Texas at Austin, the Buildings and Grounds Committee without objection:
- at Guadalupe + 51st ST*
O.W.
(2) 406
200
 DEPARTMENT
 RECORDS

- a. Cancelled the right-of-way easement for a right turn lane at the intersection of North Guadalupe and West 51st Streets in North Austin which was authorized by the Buildings and Grounds Committee at the December 1980 meeting and authorized a revised easement to the City of Austin (Pages 48-50)

It was noted that the Public Works Department of the City of Austin requested changes in the curb alignment to avoid a conflict with the City's electrical distribution system.

- b. Waived the underground easement policy for a portion of a five by fifteen foot easement and granted the easement to the City of Austin for electric service to Whitaker Field (Pages 51-53)

It was noted that this easement will permit the City of Austin to install and maintain its meter pole on the south side of 51st Street on the edge of University property where overhead electrical service enters the property and will connect with the underground electric service inside the University property.

STREET EASEMENT

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

That the BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM, hereinafter referred to as "Grantor," of Travis County, 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 in hand paid by the CITY OF AUSTIN, Texas, a municipal corporation situated in Travis County, Texas, hereinafter referred to as "Grantee," receipt and sufficiency of which is hereby acknowledged, does by these presents GRANT, SELL, and CONVEY unto the CITY OF AUSTIN, Texas, an easement for street right-of-way purposes. The easement is described as follows, to-wit:

A parcel of land approximately 1567.90 square feet in area, same being out of and a part of a tract of land in the City of Austin, conveyed to the Board of Regents of The University of Texas System by deed recorded in Volume 3795, Page 2334, of the Deed Records of Travis County, Texas; the area of said parcel of land being more particularly described by metes and bounds as follows:

BEGINNING: At a point at the north-westerly corner of the above described tract of land, said point also being the intersection of the south right-of-way line of West 51st Street and the east right-of-way line of Guadalupe Street;

THENCE: Along the West 51st Street south right-of-way line bearing S. 61° 31' E. a distance of 73.74 feet to a point of tangency;

THENCE: Reverse along a curve whose length is 117.76 feet, central angle of 87° 20', radius of 77.26 feet, and chord of 106.68 feet bearing S. 76° 55' W. to a point of tangency with the east right-of-way line of Guadalupe Street;

THENCE: Along the Guadalupe Street east right-of-way line bearing N. 31° 09' E. a distance of 73.74 feet to the point of beginning. Attached hereto as Exhibit "A" is a schematic drawing of said easement.

TO HAVE AND TO HOLD the above-described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the CITY OF AUSTIN, Texas, its successors and assigns.

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

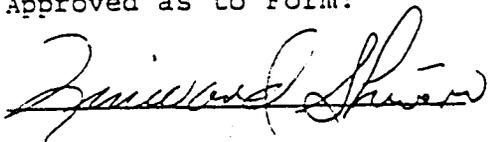
ATTEST:

BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM

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

By: _____
JAMES L. POWELL, Chairman

Approved as to Form:



Approved as to Content:



THE STATE OF TEXAS §
 §
COUNTY OF §

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 therein 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 _____, 1981.

Notary Public in and for
County, Texas

My commission expires:

2028

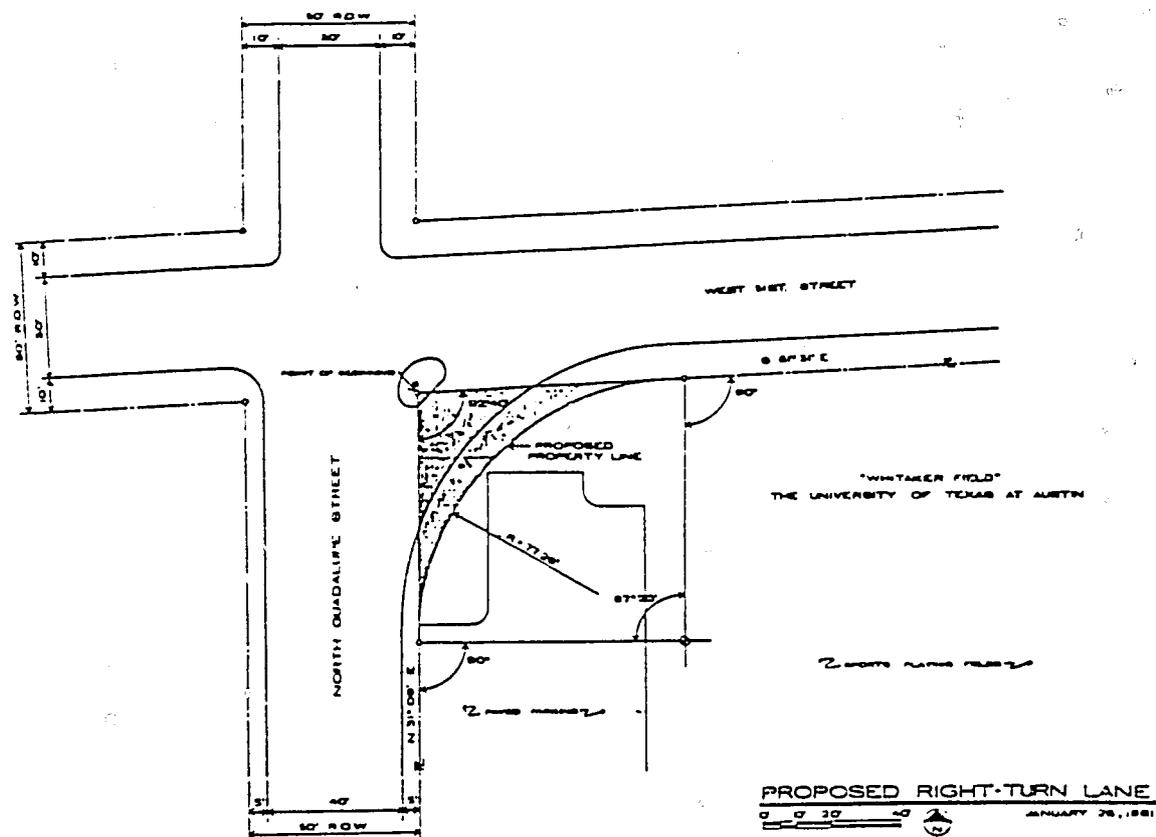


EXHIBIT "A"

EASEMENT

2023

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

That the BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM, of Travis County, Texas, in and for the mutual benefits to all parties to this agreement, does hereby BARGAIN, SELL, and CONVEY unto the said CITY OF AUSTIN, a municipal corporation situated in Travis County, Texas, its successors and assigns, an easement and right-of-way across the following described real estate situated in Travis County, Texas, with the right to construct, operate, maintain, and repair its electrical line along said easement for said purposes and including necessary poles and fixtures, and authority for cutting and trimming all trees along the line necessary to guy and brace poles to maintain the needed guy wires, together with the right of ingress and egress across which said easement is granted, being described as follows:

That certain tract of land described in a deed from Texas Department of Mental Health and Mental Retardation to The University of Texas System, dated January 26, 1970, and appearing of record in Vol. 3795 at Page 2334 of the Deed Records of Travis County, Texas, and being a strip of land five (5) feet in width, same being out of and a part of the above described tract of land in the City of Austin, Travis County, Texas, the centerline of said strip of land being more particularly described by metes and bounds as follows:

BEGINNING: At a point in the north-east line of the above described tract of land, said point also being the southwest right-of-way line of West 51st Street and from which point of beginning the most northwesterly corner bears N 61° 31'W, 613.75 feet;

THENCE: S 31° 09'W, a distance of 15 feet to point of termination.

TO HAVE AND TO HOLD the above described easement, rights, and privileges unto the said CITY OF AUSTIN, its successors and assigns, forever, so long as same are used for said purposes, and when said easement is no longer needed to furnish electrical

service, then all right, title, and interest in said easement shall revert to the BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM.

EXECUTED this the _____ day of _____, 1981.

ATTEST:

BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM

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

By: JAMES L. POWELL, Chairman

Approved as to Form:

Approved as to Content:

Richard Shivers
University Attorney

Joe E. Boyd

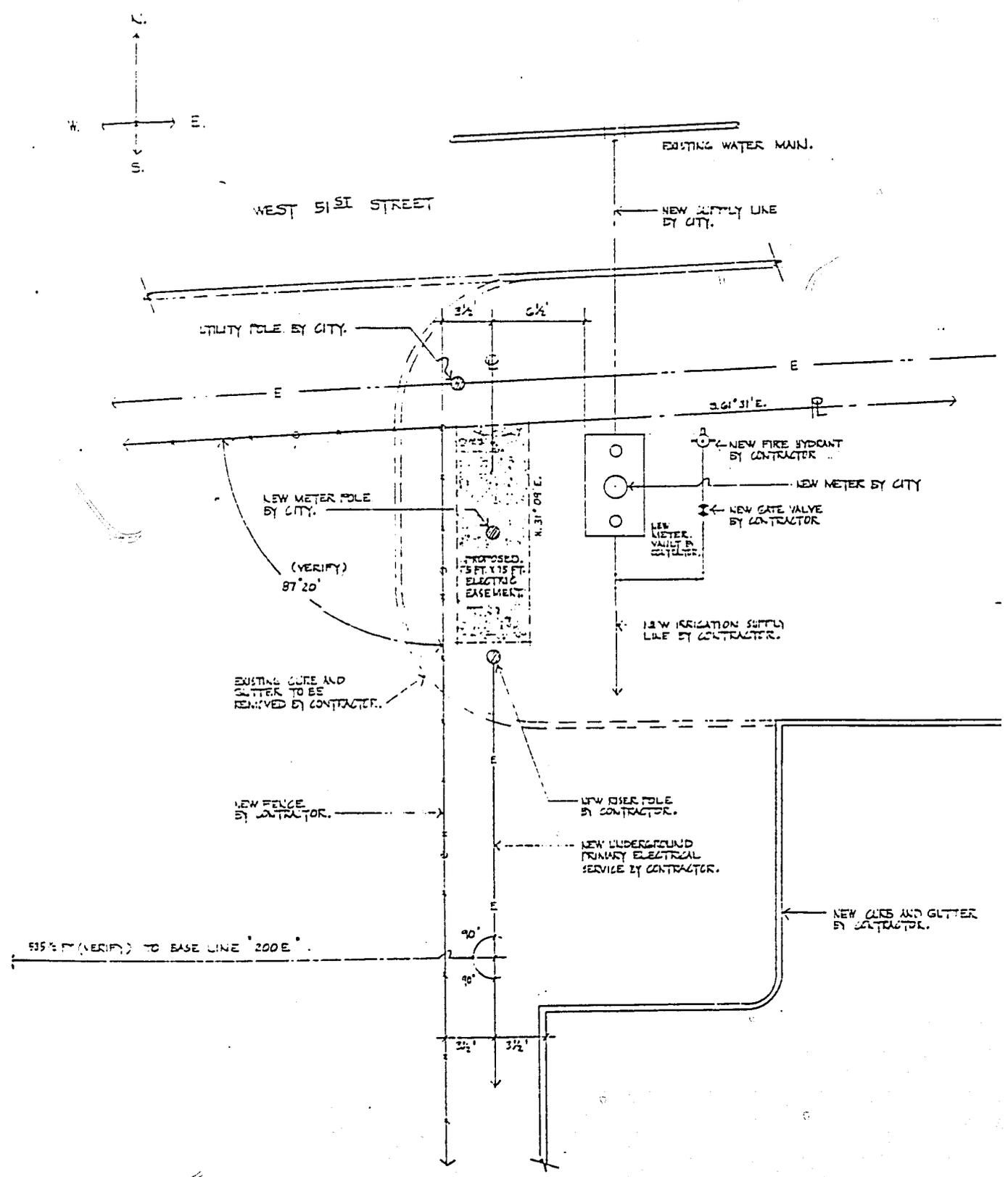
THE STATE OF TEXAS §
 §
COUNTY OF §

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 who 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 therein 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 _____, 1981.

Notary Public in and for
County, Texas

My commission expires:



O.K.

8. U. T. Austin - Student Family Housing - Phase 1A - Third Stage Utilities: Conditional Award of Contract (Subject to Successful Sale of Married Student Housing Revenue Bonds, Series 1981 and Award of General Construction Contract) to Panhandle Construction Company, Cedar Park, Texas, and Appropriation Therefor.

 FILE NO. 200
 DOCUMENT ✓
 REMARKS —

As a matter of information for the newly qualified regents, Mr. Kristoferson reviewed the Student Family Housing Project at The University of Texas at Austin and noted that at the next meeting the Board would again offer the bonds for sale that were originally submitted and not acted on at the December meeting. Following a review of the tabulation of bids and upon recommendation of President Flawn and Chancellor Walker, the Buildings and Grounds Committee without objection:

- a. Subject to the successful sale of Married Student Housing Revenue Bonds, Series 1981, and the award of the general construction contract for the apartment buildings for Student Family Housing - Phase 1A at The University of Texas at Austin, awarded the third stage utilities contract to the lowest responsible bidder, Panhandle Construction Company, Cedar Park, Texas, in the amount of the base bid of \$619,000
- b. Authorized a total project cost of \$682,365 to cover the utilities construction contract award, fees and related project expenses
- c. Appropriated funds in the amount of \$682,365 from Pooled Interest on Bond proceeds to provide for the third stage utilities total project cost

9. U. T. Austin - Chilled Water Distribution System - Modification on West Side of Campus: Authorization for Project: Appointment of B. Segall, Austin, Texas, Project Engineer to Prepare Final Plans; and Appropriation Therefor. --After receiving information from investigative studies prepared by the U. T. Austin Physical Plant Division and the Office of Facilities Planning and Construction on a utility project to improve the Chilled Water Distribution System on the West Side of the Campus at The University of Texas at Austin, the Buildings and Grounds Committee unanimously:

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 DOCUMENT ✓
 REMARKS —

- a. Authorized a project for Modification of the Chilled Water Distribution System on the West Side of the Campus at an estimated total project cost of \$2,400,000
- b. Appropriated \$105,000 from Permanent University Fund Bond proceeds for fees and related project expenses through completion of final plans

Upon motion of Regent Powell, seconded by Regent Hay, unanimous approval was given to appoint the firm of B. Segall, Austin, Texas, Project Engineer to prepare final plans and a cost estimate which will be presented for consideration at a future Board meeting.

It was noted that the scope of this project involves phased removal and replacement of approximately 3600 linear feet of chilled water distribution piping together with attendant pipe support modifications in an existing tunnel system while maintaining service to all buildings.

Handball Courts

O.N.

10. U. T. El Paso - Military Science Building and Four Additional Handball Courts in Memorial Gymnasium: Award of Contracts for Furniture and Furnishings to Business Products & Services, Inc., El Paso, Texas; Clegg/Austin - A Division of Marshall Clegg Associates, Austin, Texas; E. G. Jenkins Company, Dallas, Texas; and Stewart Office Supply Company, Dallas, Texas. -- The following comments concerning three of the packages bid upon for the furniture and furnishings for the Military Science Building and Four Additional Handball Courts in Memorial Gymnasium at The University of Texas at El Paso were received from the Administration:

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 REMARKS

"Base Proposal "B" (Steel Office Furniture). The lowest bid was non-responsive in that the bidder submitted a qualified bid, contrary to specification requirements. The bid was qualified in that the bidder required that it be awarded in conjunction with Base Proposal "A", but the bidder was not low on that package. The lowest bid was less than the estimated cost of \$4,300.00.

"Base Proposal "D" (Carpet). A canvass of the bidders revealed that, because of the small quantity of carpet (55 square yards) required for the carpeted area, it was not economical for them to afford the service to provide and install the carpet a great distance from their usual trade areas, Dallas, Austin and San Antonio. Other proposals will be sought for the provision of the carpet.

"Base Proposal "E" (Draperies). Only one bid was received, but it was less than the estimated cost of \$1,200.00."

In answer to Regent Powell's inquiry on why local El Paso Company's did not submit bids, Mr. Kristoferson stated that El Paso companies cannot meet all the requirements and therefore are not interested in the bidding procedure.

After reviewing these comments, the Buildings and Grounds Committee without objection awarded the furniture and furnishing contracts to the lowest responsible bidders as follows:

- ✓ Business Products & Services, Inc.,
El Paso, Texas
- Base Proposal "B" (Steel Office Furniture) ✓ \$ 4,140.15
- ✓ Clegg/Austin - A Division of Marshall Clegg Associates,
Austin, Texas
- Base Proposal "A" (General Office Furniture) ✓ 34,314.09

E. G. Jenkins Company,
Dallas, Texas

Base Proposal "E" (Draperies) 1,018.33

Stewart Office Supply Company
Dallas, Texas

Base Proposal "C" (Stacking
Chairs) 1,111.93

Grand Total Contract Awards \$40,584.50

It was noted that the funds necessary to cover these contract awards are available in the Furniture and Equipment Account for this project.

11. U. T. Galveston Medical Branch (U. T. Galveston Hospitals) - Texas Department of Corrections Hospital: Inscription on Two Plaques. --At the request of the Administration, this item was withdrawn. FILE NO. 200
DOCUMENT
REMARKS
12. U. T. Galveston Medical Branch (U. T. Galveston Hospitals) - Texas Department of Corrections Hospital - Staff Housing Project: Authorization to Accept a License from the U. S. Department of the Army to Place Fill Material on Government Land Adjacent to Site of Staff Housing. --Authorization was given to accept Department of the Army License DACW64-3-81-5 between the United States Department of the Army and The University of Texas System which provides for placement of fill material on Government land adjoining the site of the Staff Housing Project for the Texas Department of Corrections Hospital at The University of Texas Medical Branch at Galveston. The fill material from the site of the Staff Housing Project will be tapered to the existing grade on the adjacent U. S. Government land. The license document is set out on Pages 57-58. FILE NO. 200
DOCUMENT
REMARKS

DEPARTMENT OF THE ARMY
 LICENSE NO. DACW64-3-81-5
 GALVESTON HARBOR AND CHANNEL PROJECT, TEXAS

THE SECRETARY OF THE ARMY hereby grants to THE UNIVERSITY OF TEXAS SYSTEM,
 210 West Sixth Street, Austin, Texas 78701,
 a license, for a period of two (2) years commencing on 10 November 1980
 and terminating 9 November 1982, but revocable at the will of the Secretary of the Army, to
 place a sloped fill bank on Government land at Fort San Jacinto, Texas,

as shown in red on Exhibit A, with Attachments 1 and 2, attached hereto and made a part hereof, and
 described as follows:

Deposit fill material to raise the western boundary of U. S. Government property to a
 level with proposed fill of University of Texas System lots along State Highway 87
 (Ferry Road) and slope downward to existing embankment, thereby eliminating drainage problem
 area and providing a sloped embankment which will facilitate mowing and maintenance along
 Government's side of the property line.

THIS LICENSE is granted subject to the following conditions:

1. That the licensee shall pay to the ~~United~~ States compensation in the amount of:

Payments shall be forwarded ~~directly~~ to

2. That the exercise of the privileges hereby granted shall be without cost or expense to the United
 States under the general supervision and subject to the approval of the officer having immediate jurisdiction
 over the property, hereinafter referred to as "said officer," and subject also to such regulations as may be
 prescribed by him from time to time.

3. That any property of the United States damaged or destroyed by the licensee incident to the exercise
 of the privileges herein granted shall be promptly repaired or replaced by the licensee to the satisfaction of
 the said officer, or in lieu of such repair or replacement the licensee shall, if so required by the said officer, pay
 to the United States money in an amount sufficient to compensate for the loss sustained by the United States
 by reason of damage to or destruction of Government property.

4. That the United States shall not be responsible for damages to property or injuries to persons which
 may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property
 of the licensee, or for injuries to the person of the licensee, or for damages to the property or injuries to the
 person of the licensee's officers, agents, servants, or employees or others who may be on said premises at their
 invitation or the invitation of any one of them, arising from governmental activities on the said premises,
 and the licensee shall hold the United States harmless from any and all such claims.

5. That, on or before the date of expiration of this license or its relinquishment by the licensee, the
 licensee shall vacate the said Government premises, remove all property of the licensee therefrom, and restore
 the premises to a condition satisfactory to the said officer, damages beyond the control of the licensee and due
 to fair wear and tear excepted. If, however, this license is revoked, the licensee shall vacate the premises,
 remove said property therefrom, and restore the premises as aforesaid within such time as the Secretary of
 the Army may designate. In either event, if the licensee shall fail or neglect to remove said property and so
 restore the premises, then, at the option of the Secretary of the Army, said property shall either become the
 property of the United States without compensation therefor, or the Secretary of the Army may cause the
 property to be removed and the premises to be so restored at the expense of the licensee, and no claim for
 damages against the United States or its officers or agents shall be created by or made on account of such
 removal and restoration work.

6. That the licensee shall pay the cost, as determined by the said officer, of producing and/or supplying any utilities and other services furnished by the Government or through Government-owned facilities for the use of the licensee, including the licensee's proportionate share of the cost of operation and maintenance of the Government-owned facilities by which such utilities or services are produced or supplied. The Government shall be under no obligation to furnish utilities or services. Payment shall be made in the manner prescribed by the said officer upon bills rendered monthly.

7. That the United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the construction, maintenance, and use of the facilities constructed by the licensee on the said premises.

8. That this license may be terminated by the licensee at any time by giving to the Secretary of the Army, through the said officer, at least ten (10) days' notice in writing; provided that, in case of such termination, no refund by the United States of any amount theretofore paid shall be made.

9. That it is to be understood that this license is effective only insofar as the rights of the United States in the property involved are concerned, and that the licensee shall obtain such permission as may be necessary on account of any other existing rights.

10. That material for fill to be placed on Government land may be obtained from the Government disposal area at Fort San Jacinto, Texas, in accordance with arrangements to be made with the Area Engineer, Fort Point, for removal.

11. That prior to execution of this License, Conditions 1, 6, 8, 9 and original 10 were deleted, and new Condition 10 added.

10. That Condition (s) ^{was (were)} deleted before the execution of this License

This License is not subject to Title 10, United States Code, Section 2662.

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the Army

this 10th day of November 19 80.

ERWIN D. COOPER
Chief, Real Estate Division
U. S. Army Corps of Engineers
Galveston District

The above instrument, together with all the conditions thereof, is hereby accepted this

day of 19

Central Heating & Cooling Plant

13. U. T. Galveston Medical Branch - Expansion of Thermal Energy Distribution System: Award of Contract to Har-Con Corporation, Houston, Texas, and Additional Appropriation Therefor. --After reviewing the tabulation of bids received for the Expansion of the Thermal Energy Distribution System at The University of Texas Medical Branch at Galveston, the Buildings and Grounds Committee without objection:

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- a. Awarded a construction contract for Expansion of the Thermal Energy Distribution System to the lowest responsible bidder, Har-Con Corporation, Houston, Texas, in the amount of the Base Bid of \$2,040,500
- b. Authorized a revised total project cost of \$2,500,000 to cover the construction contract award, fees and related project expenses

- c. Appropriated additional funds in the amount of \$2,363,500 from Unappropriated Plant Fund Balances to cover the total project cost, \$136,500 having been previously appropriated for fees from Unexpended Plant Funds

President Levin pointed out that the purpose of this project is to provide chilled water and steam to the new Psychology Building, Learning Center, Physical Plant, Pharmacology Building and the Building for the School of Allied Health Sciences and School of Nursing and that the bids came in at less than the estimated Cost.

- Land Acquisition - 7526 Louis Pasteur Dr.
14. U. T. Health Science Center - San Antonio - Property at 7526 Louis Pasteur Drive: Authorization to Name Facility "University Plaza" and Approval of Plaque Inscription. --In connection with the property at 7526 Louis Pasteur Drive, San Antonio, Texas, which was acquired for use by The University of Texas Health Science Center at San Antonio under authorization of the Board of Regents in May 1979, the Buildings and Grounds Committee without objection:
- 200
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REMARKS _____
- a. Approved "University Plaza" as the name of the property acquired at 7526 Louis Pasteur Drive
- b. Approved the inscription as set out below for the plaque to be installed in the main lobby of the building by action of the Administration of the U. T. Health Science Center - San Antonio:

UNIVERSITY PLAZA

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
Frank Harrison, M.D., Ph.D.
President, The University
of Texas Health Science
Center at San Antonio

- Central Food Service Facility
15. U. T. Cancer Center (Biomedical Resources Building) Approval of Final Plans and Authorization to Advertise for Bids Subject to Necessary Governmental Agency Approval. --The Buildings and Grounds Committee without objection:
- a. Approved the final plans and specifications for the Biomedical Resources Building at The University of Texas System Cancer Center at an estimated project cost of \$3,925,000
- 200
FILE NO. _____
DOCUMENT _____
REMARKS _____

- b. Subject to necessary Governmental agency approvals (Federal Granting Agency and Health Facilities Commission), 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, approved this project on January 30, 1981. The source of funds for this project is Unexpended Plant Fund Balance which is made up of earnings on Administrative Trust Funds and from budgetary funds.

- Building for Multiple Purposes
16. U. T. Cancer Center - Building to House Physical Plant Operations A-19
Police Operations, Motor Pool and Central Stores: Approval of FILE NO. 200
Preliminary Plans; Submission of Project to Coordinating Board; DOCUMENT
and Subject to Coordinating Board Approval Authorization to REMARKS
Prepare Final Plans. --Mr. John Chase, Project Architect, for
 the Building to House Physical Plant Operations, Police Operations,
 Motor Pool and Central Stores at The University of Texas System
 Cancer Center explained that the changes in design which included
 among other things a mezzanine for storage, parking for 300 cars
 and drainage for the parking site had resulted in an increase in the
 estimated cost from \$3,750,000 to \$4,350,000. He further stated
 that these additions will release much needed space for research
 laboratories.

It was further noted that this facility, to be located on a 100 acre tract south of the Texas Medical Center, contains some 75,000 gross square feet of space and will provide most of the necessary support functions for the U. T. Cancer Center.

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

- a. Approved the preliminary plans and specifications for a building to house the Physical Plant Operations, Police Operations, Motor Pool and Central Stores at The University of Texas System Cancer Center at an estimated total project cost of \$4,350,000
- b. Authorized the submission of this project to the Coordinating Board, Texas College and University System
- c. Subject to Coordinating Board approval authorized the Project Architect, John S. Chase, Houston, Texas, to prepare final plans and specifications for consideration at a future Board meeting

REPORT OF HEALTH AFFAIRS COMMITTEE (Pages 61-79).--The following report of the Health Affairs Committee was submitted by Committee Chairman Newton who stated that all actions had been taken in open session and unanimously approved unless otherwise indicated. The report as set out below was adopted without objection:

- Based on Model
1. U. T. Arlington: Affiliation Agreements with (a) Brookhaven Medical Center, Farmers Branch, Texas; (b) Arlington Handicapped Association, Arlington, Texas; and (c) Dallas Rehabilitation Institute, Dallas, Texas.--Unanimous approval was given to affiliation agreements by and between The University of Texas at Arlington 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:

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REMARKS

<u>Facility</u>	<u>Agreement Executed</u>
a. Brookhaven Medical Center Farmers Branch, Texas	October 22, 1980
b. Arlington Handicapped Association Arlington, Texas	December 17, 1980
c. Dallas Rehabilitation Institute Dallas, Texas	January 7, 1981

These agreements, which follow the format for affiliation agreements approved by the U. T. Board of Regents on December 16, 1977, will provide training opportunities for nursing students at U. T. Arlington.

2. U. T. Arlington: Memorandum of Affiliation with Sam Rayburn Memorial Veterans Center, Bonham, Texas.--The Memorandum of Affiliation set out on Pages 61-63 by and between The University of Texas at Arlington and Sam Rayburn Memorial Veterans Center, Bonham, Texas, was approved without objection to be effective upon approval by the U. T. Board of Regents. This Memorandum of Affiliation will provide training opportunities for nursing students at U. T. Arlington.

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REMARKS

It was pointed out that this Memorandum of Affiliation follows the format used by the Veterans Administration.

MEMORANDUM OF AFFILIATION

BETWEEN

THE UNIVERSITY OF TEXAS AT ARLINGTON

SCHOOL OF NURSING

AND

SAM RAYBURN MEMORIAL VETERANS CENTER, BONHAM, TEXAS

It is mutually agreed by The University of Texas at Arlington, a component institution of The University of Texas System, and the Sam Rayburn Memorial Veterans Center, Bonham, Texas, that educational experiences for students in the Undergraduate and Graduate Schools of Nursing, The University of Texas at Arlington, will be provided at the Sam Rayburn Memorial Veterans Center.

The faculty of The University of Texas at Arlington School of Nursing will assume responsibility, in coordination with the Sam Rayburn Memorial Veterans Center staff, for the assignment of students. There will be coordinated planning by the Veterans Center and the faculty members. While in the Sam Rayburn Memorial Veterans Center, students will be subject to Veterans Administration rules and regulations.

The Sam Rayburn Memorial Veterans Center 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 Center and/or the direct and indirect care of patients.

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

The University of Texas at Arlington, School of Nursing 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 thirty days in advance of the next training experience.

Date Signed: 1/7/81 Myrna Pickard
Myrna Pickard, Dean
The University of Texas at
Arlington School of Nursing

FACILITY:

Date Signed: _____
Center Director
Sam Rayburn Memorial Veterans Center
Bonham, Texas

ATTEST:

UNIVERSITY:

(Title) By [Signature]
President

FORM APPROVED:

CONTENT APPROVED:

[Signature]
General Counsel of The System

[Signature]
Vice-Chancellor for Academic Affairs

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


 Chancellor

CERTIFICATE OF APPROVAL

I hereby certify that the foregoing Agreement was approved by the Board of Regents of The University of Texas System on the _____ day of _____, 19____.

Secretary, Board of Regents
 The University of Texas System

BETTY ANNE THEDFORD

Based on Model

3. U. T. El Paso: Affiliation Agreements with Four Seasons Nursing Centers, Inc., d/b/a Four Seasons Nursing Center of El Paso, El Paso, Texas (Supersedes Agreement Approved by the U. T. Board of Regents on June 8, 1978). --An affiliation agreement by and between The University of Texas at El Paso and Four Seasons Nursing Centers, Inc., d/b/a Four Seasons Nursing Center of El Paso, El Paso, Texas, was approved without objection. The agreement, executed by the appropriate officials of the institution and facility on November 13, 1980 to be effective upon approval by the U. T. Board of Regents, will provide educational opportunities for nursing students at U. T. El Paso. Since the legal name of the facility has changed, this agreement supersedes the one approved by the U. T. Board of Regents on June 8, 1978.

FILE NO. 400
 DOCUMENT
 REMARKS _____

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

Based on Model

4. U. T. Tyler: Affiliation Agreements with Homemakers of Tyler, Inc., d/b/a Upjohn Healthcare Services, Tyler, Texas (Supersedes Agreement with the Schlesinger Home Health Service Agency, Tyler, Texas, Approved by the U. T. Board of Regents on February 29, 1980). -- Unanimous approval was given to an affiliation agreement by and between The University of Texas at Tyler and Homemakers of Tyler, Inc., d/b/a Upjohn Healthcare Services, Tyler, Texas. This agreement, executed by the appropriate officials of the institution and facility on December 5, 1980 to be effective upon approval by the U. T. Board of Regents, supersedes the agreement with the Schlesinger Home Health Service Agency, Tyler, Texas, which was approved by the U. T. Board of Regents on February 29, 1980. It was pointed out that the Schlesinger Home Health Service Agency has been sold to Homemakers of Tyler, Inc., d/b/a Upjohn Healthcare Services.

FILE NO. 407
 DOCUMENT
 REMARKS _____

This agreement, which follows the format for affiliation agreements approved by the U. T. Board of Regents on December 16, 1977, will provide educational experiences for nursing students at U. T. Tyler.

Based on Model

5. U. T. Health Science Center - Dallas: Affiliation Agreements with (a) Newman Physical Therapy, Fort Worth, Texas; (b) Texas Easter Seal Society, Incorporated, Dallas, Texas; and (c) Capital Healthcare Management, Inc., d/b/a Lancaster Residential Center, Dallas, Texas. --Without objection, approval was given to affiliation agreements by and between The University of Texas Health Science Center at Dallas 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:

<u>Facility</u>	<u>Agreement Executed</u>
a. Newman Physical Therapy Fort Worth, Texas	December 10, 1980
b. Texas Easter Seal Society, Incorporated Dallas, Texas	December 10, 1980
v. Capital Healthcare Management, Inc., d/b/a Lancaster Resi- dential Center Dallas, Texas	August 15, 1980

These agreements follow the format for affiliation agreements approved by the U. T. Board of Regents on December 16, 1977. They will benefit the students in allied health sciences.

6. U. T. Health Science Center - Dallas: Appointment of John R. Lynn, M.D., to The David Bruton, Jr. Chair of Ophthalmology Effective Immediately. --Unanimous approval was given to appoint John R. Lynn, M.D., Chairman of the Department of Ophthalmology, the first holder of The David Bruton, Jr. Chair of Ophthalmology at The University of Texas Health Science Center at Dallas effective immediately.

See Page 97 for establishment of this Chair.

7. U. T. Health Science Center - Dallas: Authorization to Submit to the Coordinating Board for Review and Appropriate Action the (a) Change in Name of the Graduate Program in Radiation Biology to the Graduate Program in Radiological Sciences and (b) Administrative Transfer of Graduate Students in the Radiation Biophysics Specialty of the Graduate Program in Biophysics to the Graduate Program in Radiological Sciences (Catalog Change). --Without objection, the Administration was authorized to submit the following programs for The University of Texas Health Science Center at Dallas to the Coordinating Board, Texas College and University System for review and appropriate action:
- Change name of the Graduate Program in Radiation Biology to the Graduate Program in Radiological Sciences
 - Administrative transfer of graduate students in the Radiation Biophysics specialty of the Graduate Program in Biophysics to the Graduate Program in Radiological Sciences

It was noted that these administrative changes will require no change in budget or personnel.

If approved by the Coordinating Board, the next appropriate catalog published at U. T. Health Science Center - Dallas will be so amended.

8. U. T. Health Science Center - Houston: Appointment of Lewis Thomas, M.D., to the Betty Wheless Trotter Visiting Professorship in the Health Sciences for the Period March 2-6, 1981. -- Approval was given to appoint Lewis Thomas, M.D., President of the Memorial Sloan-Kettering Cancer Center and Professor of Medicine at the Cornell University School of Medicine, to the Betty Wheless Trotter Visiting Professorship in the Health Sciences at The University of Texas Health Science Center at Houston for the period March 2-6, 1981.

FILE NO. 1070
DOCUMENT
MARKS

9. U. T. Health Science Center - Houston (U. T. Medical School - Houston): Authorization to Change the Name of the Department of Physiology to the Department of Physiology and Cell Biology and to Report to the Coordinating Board (Catalog Change). -- Authorization was given to change the name of the Department of Physiology to the Department of Physiology and Cell Biology at the U. T. Medical School - Houston, The University of Texas Health Science Center at Houston and to so notify the Coordinating Board, Texas College and University System for any appropriate action. This is a name change only and no changes in funding, work load or organizational structure will be required.

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FILE NO.
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If approved by the Coordinating Board, the next appropriate catalog published at the U. T. Health Science Center - Houston will be amended to conform.

10. U. T. Health Science Center - Houston (U. T. Medical School - Houston): Research Affiliation Agreement with Clayton Foundation for Research, Houston, Texas. -- The research affiliation agreement set out on Pages 65-72 by and between the U. T. Medical School - Houston of The University of Texas Health Science Center at Houston and the Clayton Foundation for Research, Houston, Texas, was approved without objection. This agreement, which sets forth guidelines under which the parties will collaborate in research projects, is for a five-year period with renewal provisions.

400
FILE NO.
DOCUMENT
MARKS

RESEARCH AFFILIATION AGREEMENT

This Agreement effective the _____ day of _____, 198__, between the Clayton Foundation for Research, a Texas non-profit corporation (the "Foundation"), and The University of Texas Medical School at Houston ("UTMSH"), a component institution of The University of

Texas Health Science Center at Houston, is made with reference to the following facts:

1. UTMSH is a non-profit institution with the principal purpose of providing medical education and also provides medical care to patients as an integral part of its medical education function and, therefore, qualifies as a "hospital" under section 170(b)(1)(A)(iii) of the Internal Revenue Code of 1954. Accordingly, for purposes of this Agreement, UTMSH is referred to as the "Hospital".

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:

THE UNIVERSITY OF TEXAS HEALTH
SCIENCE CENTER AT HOUSTON

BY: Roger J. Bulger

Roger J. Bulger, M.D.
President

ATTEST:

CLAYTON FOUNDATION FOR RESEARCH

BY: M. T. Launius, Jr.

M. T. Launius, Jr.
President

Secretary

FORM APPROVED:

CONTENT APPROVED:

BY: _____
Office of General
Counsel

BY: E. N. B...
Vice Chancellor for Health
Affairs

E. D. Walker
E. D. Walker
Chancellor

CERTIFICATE OF APPROVAL

I hereby certify that the foregoing Agreement was approved by the Board of Regents of The University of Texas System on the _____ day of _____, 19__.

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

APPENDIX A
INVENTIONS AND DISCOVERIES

1. Policy

Some of the inventions and discoveries made by Clayton 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. The Hospital is prepared to assist the Foundation in its desire to seek patent protection for certain inventions and discoveries, and its desire to use patents in hastening the public enjoyment of the benefits of its research.

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 Foundation.

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 the 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 patent policy of the Foundation for the use of any royalty income received by the Foundation from a patent arising out of a research project under this Agreement is as follows:

(1) The inventor shall receive the same percentage of the royalty that he would have received as an inventor under the then existing patent policy of the Hospital; and

(2) The balance of such royalty will normally be dedicated to further research at the Hospital on the same or a related project out of which the invention arose; provided, however, that the Foundation, in the sole discretion of its trustees, reserves the right to

utilize part or all of such balance of the royalty on other research projects at the Hospital or at any other institution or for any other purpose.

(c) The Foundation 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 Foundation shall, before the end of the calendar quarter next succeeding the close of each fiscal year, provide a written report to the Hospital 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.

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Based on Model

- 11. U. T. Health Science Center - San Antonio: Affiliation Agreements with (a) Hill Country Rehabilitation Clinic, Boerne, Texas, and (b) Bexar County Hospital District, San Antonio, Texas.--Without objection, approval was given to affiliation agreements by and between The University of Texas Health Science Center at San Antonio 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>
✓ Hill Country Rehabilitation Clinic Boerne, Texas	January 5, 1981
This agreement will benefit the students in the School of Allied Health Sciences, specifically in physical therapy.	
✓ Bexar County Hospital District San Antonio, Texas	July 22, 1980
This agreement is on behalf of the School of Allied Health Sciences and will benefit allied health students.	

These agreements follow the format for affiliation agreements approved by the U. T. Board of Regents on December 16, 1977.

- 12. U. T. Cancer Center (U. T. M. D. Anderson Hospital): Appointment of Louise C. Strong, M.D., to the Sue and Radcliffe Killam Professorship Effective March 1, 1981.--Approval was given to appoint Louise C. Strong, M.D., the first holder of the Sue and Radcliffe Killam Professorship at the U. T. M. D. Anderson Hospital of The University of Texas System Cancer Center effective March 1, 1981.

FILE NO. 1000
DOCUMENT
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See Page 99 for establishment of this Professorship.

- 13. U. T. Cancer Center: Affiliation Agreement with Crosby Independent School District, Crosby, Texas.-- An affiliation agreement by and between The University of Texas System Cancer Center and the Crosby Independent School District, Crosby, Texas, was approved without objection. This agreement is in the standard form approved by the U. T. Board of Regents on December 16, 1977, except that the U. T. Cancer Center will serve as the facility for students of the Crosby Independent School District. The purpose of the agreement is to develop an interest in health research among the students of Crosby High School.

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- 14. U. T. Cancer Center (U. T. M. D. Anderson Hospital): Research Affiliation Agreement with Clayton Foundation for Research, Houston, Texas.--Approval was given to the research affiliation agreement set out on Pages 74-79 by and between the U. T. M. D. Anderson Hospital of The University of Texas System Cancer Center and the Clayton Foundation for Research, Houston, Texas. The agreement, which is for a five-year period with renewal provisions, sets forth guidelines under which the parties will collaborate in research projects.

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RESEARCH AFFILIATION AGREEMENT

This Agreement effective the _____ day of _____, 19____, between the Clayton Foundation for Research, a Texas non-profit corporation (the "Foundation"), and The University of Texas M. D. Anderson Hospital and Tumor Institute, a component institution of The University of Texas System Cancer Center (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.

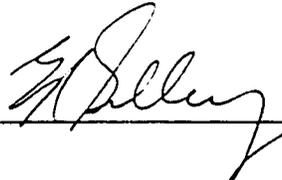
4. Program Agreements: The specific research projects, including personnel and budgets, will be agreed upon by the Foundation and the Hospital in specific Program Agreements.

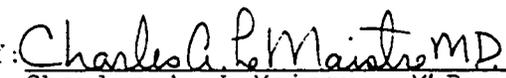
5. Conduct of medical research: The medical research in conjunction with the Hospital shall be conducted by the investigator(s) and other employees of the Foundation either alone or in conjunction with others working at the Hospital. The Foundation and the Hospital shall freely exchange information,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

8. 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:


THE UNIVERSITY OF TEXAS SYSTEM
CANCER CENTER
BY: 
Charles A. LeMaistre, M.D.
President

ATTEST:

Secretary

CLAYTON FOUNDATION FOR RESEARCH
BY: 
M. T. Launius, Jr.
President

FORM APPROVED:
BY: _____
Office of General Counsel

CONTENT APPROVED:
BY: 
Vice Chancellor for ~~HEALTH~~
Affairs

E. D. Walker
Chancellor

CERTIFICATE OF APPROVAL

I hereby certify that the foregoing Agreement was approved by the Board of Regents of The University of Texas System on the _____ day of _____, 19____.

APPENDIX A
INVENTIONS AND DISCOVERIES

1. Policy

Some of the inventions and discoveries made by Clayton 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. The Hospital is prepared to assist the Foundation in its desire to seek patent protection for certain inventions and discoveries, and its desire to use patents in hastening the public enjoyment of the benefits of its research.

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 Foundation.

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 the 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 patent policy of the Foundation for the use of any royalty income received by the Foundation from a patent arising out of a research project under this Agreement is as follows:

(1) The inventor shall receive the same percentage of the royalty that he would have received as an inventor under the then existing patent policy of the Hospital; and

(2) The balance of such royalty will normally be dedicated to further research at the Hospital on the same or a related project out of which the invention arose; provided, however, that the Foundation, in the sole discretion of its trustees, reserves the right to utilize part or all of such balance of the royalty on other research projects at the Hospital or at any other institution or for any other purpose.

(c) The Foundation 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 Foundation shall, before the end of the calendar quarter next succeeding the close of each fiscal year, provide a written report to the Hospital 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.

REPORT OF LAND AND INVESTMENT COMMITTEE (Pages 79-102).--
In the absence of Committee Chairman Hay, Regent Rhodes filed with the Secretary the following report of the Land and Investment Committee stating that all items had been conducted in open session and were unanimously approved unless otherwise indicated. The report was adopted without objection:

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

I. PERMANENT UNIVERSITY FUND

A. INVESTMENT MATTERS

1. Report on Clearance of Monies to Permanent University Fund for November and December 1980 and Report on Oil and Gas Development as of December 31, 1980. -- The following reports with respect to (a) certain monies cleared to the Permanent University Fund for November and December 1980 and (b) Oil and Gas Development as of December 31, 1980, were received from the Executive Director for Investments and Trusts. Committee Chairman Hay pointed out that the large increase in total bonuses was due to an oil and gas lease sale in 1980.

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Permanent University Fund	November, 1980	December, 1980	Cumulative This Fiscal Year '80-'81	Cumulative Preceding Fiscal Year '79-'80	Per Cent Change
Royalty					
Oil	\$4,982,053.47	\$ 8,640,488.35	\$30,628,880.57	\$22,084,506.23	38.69%
Gas	2,308,817.68	3,813,913.10	11,987,815.41	11,813,976.39	1.47%
Sulphur	253,307.38	212,701.73	1,165,845.90	993,626.53	17.33%
Water	2,291.70	6,994.38	90,992.10	42,326.48	114.98%
Brine	3,103.84	4,450.51	20,781.53	9,884.39	110.25%
Rental					
Oil and Gas Leases	696,894.40	23,780.22	925,294.18	999,135.04	(7.39%)
Other	100.00	200.00	500.00	3,080.00	(83.77%)
Sale of Sand, Gravel, Etc.	200.00		2,123.30	11,996.88	(82.30%)
Gain or (Loss) on Sale of Securities	(125,934.17)	8,013.20	46,630.50	241,393.94	(80.68%)
Transfer from Special 1% Fee Fund	150,000.00		150,000.00		100.00%
Sub-Total	<u>\$8,270,834.30</u>	<u>\$12,710,541.49</u>	<u>\$45,018,863.49</u>	<u>\$36,199,925.88</u>	24.36%
Bonuses					
Oil and Gas Lease Sales	\$	\$	\$44,191,500.00	\$	100.00%
Amendments and Extensions to Mineral Leases	154,343.88	57,661.54	486,430.12	278,551.14	74.63%
Total Bonuses	<u>\$ 154,343.88</u>	<u>\$ 57,661.54</u>	<u>\$44,677,930.12</u>	<u>\$ 278,551.14</u>	15,939.40%
TOTAL CLEARANCES	<u>\$8,425,178.18</u>	<u>\$12,768,203.03</u>	<u>\$89,696,793.61</u>	<u>\$36,478,477.02</u>	145.89%

Oil and Gas Development - December 31, 1980
Acreage Under Lease - 992,869

Number of Producing Acres - 438,234

Number of Producing Leases - 1,865

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B. LAND MATTERS

1. Easements and Surface Leases Nos. 5291-5365, Material Source Permit No. 603, Assignment of Leases Nos. 3442-5025 and Potable/Industrial Water Contract No. 186. --Applications for Easements and Surface Leases Nos. 5291-5365, Material Source Permit No. 603, Assignment of Leases Nos. 3442-5025 and Potable/Industrial Water Contract No. 186 that were recommended by the Vice Chancellor for Business Affairs were approved. All had been approved as to content by the appropriate officials. Unless otherwise indicated (a) payment for each had been received; (b) each document was on the University's standard form; and (c) each was at the standard rate effective August 1, 1979 (adopted June 1, 1979):

a. Easements and Surface Leases Nos. 5291-5365

No.	Company	Type of Permit	County	Location (Block #)	Distance or Area	Period	Consideration
✓5291	R & R Meter Service Co., Inc.	Surface Lease Meter shop & pipe yard	Ward	16	200' x 150'	12/1/80- 11/30/81	\$ 525.00*
✓5292	Mack Siegenthaler	Surface Lease Truck & pipe yard	Reagan	11	200' x 200'	10/1/80- 9/30/81	400.00*
✓5293	Lil' Jim's Welding Company	Surface Lease Welding shop	Ward	16	100' x 200'	12/1/80- 11/30/81	500.00*
✓5294	Phillips Petroleum Company	Surface Lease Booster Station	Crockett	31	1.0 acre	9/1/89- 8/31/90	2,000.00 (Full)
✓5295	Transwestern Pipeline Company (Renewal of 3113)	Pipe Line Gas line	Ward	16	1,958.60 rods of 8 inch	6/1/80- 5/31/90	5,575.80
✓5296	Transwestern Pipeline Company (Renewal of 3148)	Pipe Line Gas line	Pecos	18, 19, 20 and 23	4,816.50 rods under 12 inch	10/1/80- 9/30/90	14,449.50
✓5297	Amoco Production Company (Renewal of 3189)	Pipe Line Gas line	Andrews	11	265.7 rods of 8 inch	12/1/80- 11/30/90	797.10

*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
5298	Texas Electric Service Company (Renewal of 3207 and 3223)	Power Line Distribution	Andrews	1, 2, 4, 5, 8, 9, 11, 13 and 14	2,141.67 rods of Single pole	2/1/81- 1/1/91	\$ 2,141.67
5299	El Paso Natural Gas Company (Renewal of 3287)	Surface Lease Dehydration site	Ector	35	0.115 Acres	6/1/81- 5/31/91	2,000.00 (Full)
5300	El Paso Natural Gas Company (Renewal of 3191)	Pipe Line Gas line	Andrews	9	636.364 rods of 2-3/8 inch	4/1/81- 3/31/91	1,909.09
5301	El Paso Natural Gas Company (Renewal of 3192)	Pipe Line Gas line	Andrews	1	332.937 rods under 12 inch	4/1/81- 3/31/91	998.82
5302	El Paso Natural Gas Company (Renewal of 3242)	Pipe Line Gas line	Andrews	1	18.0 rods of 4-1/2 inch	3/1/81- 2/28/91	200.00
5303	El Paso Natural Gas Company (Renewal of 3177)	Pipe Line Gas line	Andrews	1	5.012 rods of 4-1/2 inch	3/1/81- 2/28/91	200.00
5304	El Paso Natural Gas Company (Renewal of 3171)	Pipe Line Gas line	Andrews	9	157.121 rods of 3-1/2 inch	3/1/81- 2/28/91	471.36
5305	Texas-New Mexico Pipe Line Co. (Renewal of 3172)	Pipe Line Crude Oil line	Crane	30 and 31	2,028 rods of 4-1/2 inch	11/1/80- 10/31/90	6,084.00
5306	Texas-New Mexico Pipe Line Co. (Renewal of 3204)	Pipe Line Oil line	Andrews	14	52.0 rods of 4-1/2 inch	12/1/80- 11/30/90	200.00
5307	Phillips Petroleum Company (Renewal of 3212 and 3230)	Pipe Line Gas line	Andrews	4	602.20 rods under 12 inch	1/1/81- 12/31/90	1,806.60

No.	Company	Type of Permit	County	Location (Block #)	Distance or Area	Period	Consideration
5308	Phillips Petroleum Company	Pipe Line Gas line	Andrews	12, 13 and 14	866.518 rods under 12 inch	10/1/80-9/30/90	\$ 3,032.81
5309	Phillips Petroleum Company	Pipe Line Gas line	Reagan	10	612.73 rods of 6-5/8 inch	10/1/80-9/30/90	2,144.56
5310	Phillips Petroleum Company	Pipe Line Gas line	Crane	31	53.94 rods of 4-1/2 inch	9/1/80-8/31/90	200.00
5311	Gulf Oil Corporation	Pipe Line Gas line	Crane	30	165.05 rods of 2 inch	9/1/80-8/31/90	577.68
5312	CRA, Inc.	Pipe Line Gas line	Schleicher	54	868.36 rods of 4-1/2 inch	11/1/80-10/31/90	3,099.26
5313	Community Public Service Co.	Power Line Transmission	Ward	18 and 20	1,802.22 rods of Single pole	12/1/80-11/30/90	3,604.44
5314	Community Public Service Co.	Surface Lease Sub-station	Ward	18	1 Acre	12/1/80-11/30/90	2,000.00 (Full)
5315	Community Public Service Co.	Power Line Distribution	Ward	18	546.24 rods of Single pole	11/1/80-10/31/90	819.36
5316	Northern Natural Gas Company	Pipe Line Gas line	Crockett	51	61.94 rods of 4-1/2 inch	7/1/80-6/30/90	216.79
5317	Northern Natural Gas Company	Pipe Line Gas line	Crockett	50 and 51	915.03 rods under 12 inch	11/1/80-10/31/90	3,202.61
5318	Vincent and Barham	Power Line Distribution	Upton	3	152.40 rods of Single pole	12/1/80-11/30/90	228.60

No.	Company	Type of Permit	County	Location (Block #)	Distance or Area	Period	Consideration
5319	Southwest Texas Electric Coop., Inc.	Power Line Distribution	Crockett	29	374.242 rods of Single pole	9/1/80-8/31/90	561.36
✓5320	Southwest Texas Electric Coop., Inc.	Power Line Distribution	Crockett	48 and 49	441.575 rods of Single pole	2/1/80-1/31/90	662.36
✓5321	Southwest Texas Electric Coop., Inc.	Power Line Distribution	Crockett	47, 48 and 49	151.212 rods of Single pole	5/1/80-4/30/90	226.82
✓5322	Southwest Texas Electric Coop., Inc.	Power Line Distribution	Crockett	49 and 50	1,070.303 rods of Single pole	2/1/80-1/31/90	1,605.45
✓5323	Southwest Texas Electric Coop., Inc.	Power Line Distribution	Crockett	49	192.424 rods of Single pole	3/1/80-2/28/90	288.64
✓5324	Southwest Texas Electric Coop., Inc.	Power Line Distribution	Crockett	47	301.515 rods of Single pole	5/1/80-4/30/90	452.27
✓5325	Southwest Texas Electric Coop., Inc.	Power Line Distribution	Crockett	50	150.727 rods of Single pole	8/1/80-7/31/90	226.09
✓5326	Southwest Texas Electric Coop., Inc.	Power Line Distribution	Schleicher	54 and 57	402.727 rods of Single pole	11/1/80-10/31/90	604.09
✓5327	Southwest Texas Electric Coop., Inc.	Power Line Distribution	Reagan and Crockett	48, 49 and 50	1,009.818 rods of Single pole	5/1/80-4/30/90	1,514.73
✓5328	Delhi Gas Pipeline Corporation (Renewal of 3205)	Pipe Line Gas line	Crockett	29	2,112.0 rods of 10 inch	1/1/81-12/31/90	6,336.00
✓5329	Community Public Service Company (Renewal of 3270)	Power Line Distribution	Pecos	27 and 28	125.15 rods of Single pole	2/1/81-1/31/91	200.00

No.	Company	Type of Permit	County	Location (Block #)	Distance or Area	Period	Consideration
✓5330	El Paso Natural Gas Company (Renewal of 3169)	Pipe Line Gas line	Crockett	29	136.788 rods of 4-1/2 inch	3/1/81- 2/28/91	\$ 410.00
5331	Northern Natural Gas Company	Pipe Line Gas line	Andrews	10	44.18 rods of 4-1/2 inch	1/1/81- 12/31/90	200.00
5332	Northern Natural Gas Company	Pipe Line Gas line	Andrews	10	240.0 rods of 4-1/2 inch	1/1/81 12/31/90	840.00
5333	Northern Natural Gas Company	Pipe Line Gas line	Andrews	12	125.27 rods of 4-1/2 inch	1/1/81- 12/31/90	488.45
5334	The Permian Corporation (Renewal of 4083)	Surface Lease Salt Water Disposal	Pecos	165	2 Acres	1/1/81- 12/31/81	2,500.00*
5335	Moises Olmos & Moises Olmos, Jr.	Surface Lease Antique & related Business site	El Paso	"L"	0.65 Acres	10/1/80- 9/30/81	1,000.00**
5336	Navajo Pipeline Company	Surface Lease Pump station site	Hudspeth	"J"	2.50 Acres	1/5/81- 1/4/91	2,000.00 (Full)
✓5337	Shell Pipe Line Corporation (Renewal of 3240)	Pipe Line Gas, crude oil etc.	Andrews	1	179 rods of 6-5/8 inch	5/1/81- 4/30/91	537.00
✓5338	Exxon Pipeline Company (Renewal of 3217)	Pipe Line Oil line	Andrews	10	104.30 rods of 4-1/2 inch	1/1/81- 12/31/90	312.90

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

No.	Company	Type of Permit	County	Location (Block #)	Distance or Area	Period	Consideration
✓ 5339	Canyon Reef Carriers, Inc. (Renewal of 3281)	Pipe Line Gas line	Pecos and Terrell	18, 19, 20 and 35	4,484.96 rods over 12 inch	5/1/81- 4/30/91	\$ 17,999.84
✓ 5340	Dorchester Gas Producing Company (Renewal of 3297)	Pipe Line Gas line	Reagan	8 and 9	366.61 rods of 4-1/2 inch	3/1/81- 2/28/91	1,099.83
✓ 5341	Continental Telephone Company of Texas	Power Line Buried cable	Culberson	48	631.64 rods buried cable	10/1/80- 9/30/90	1,263.28
✓ 5342	Liberty Natural Gas Company	Pipe Line Gas line	Loving	19	38.0 rods of 12 inch	12/1/80- 11/30/90	404.00
✓ 5343	Phillips Petroleum Company	Pipe Line Gas line	Andrews	10 and 12	289.58 rods of 4-1/2 inch	1/1/81- 12/31/90	1,013.53
✓ 5344	El Paso Natural Gas Company	Pipe Line Gas line	Andrews	9	53.212 rods of 4-1/2 inch	12/1/80- 11/30/90	200.00
-98- ✓ 5345	Cap Rock Electric Cooperative, Inc.	Power Line Distribution	Reagan	10	53.03 rods of Single pole	5/1/79- 4/30/89	200.00
✓ 5346	Cap Rock Electric Cooperative, Inc.	Power Line Distribution	Reagan	9	727.88 rods of Single pole	5/1/79- 4/30/89	1,091.82
✓ 5347	Cap Rock Electric Cooperative, Inc.	Power Line Distribution	Reagan	58	87.27 rods of Single pole	5/1/79- 4/30/89	200.00
✓ 5348	Northern Natural Gas Company	Pipe Line Gas line	Andrews	9 and 10	1,876.67 rods of 6-5/8 inch	9/1/79- 8/31/89	6,568.34
✓ 5349	Northern Natural Gas Company	Pipe Line Gas line	Andrews	10	218.0 rods of 4-1/2 inch	9/1/79- 8/31/89	763.00

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No.	Company	Type of Permit	County	Location (Block #)	Distance or Area	Period	Consideration
5350	Transwestern Pipeline Company	Pipe Line Gas line	Winkler	21	26.24 rods of 4 inch	1/1/81- 12/31/90	\$ 200.00
5351	General American Oil Company (Renewal of 3278)	Pipe Line Water line	Crane	30	284.85 under 12 inch	4/1/81- 3/31/91	854.55
5352	Valero Transmission Company (Renewal of 3232)	Pipe Line Gas line	Ward	16	435.48 rods of 20 inch	2/1/81- 1/31/91	1,741.92
5353	Fin-Tex Pipe Line Company (Renewal of 3188)	Pipe Line Oil line	Ward	16	638.36 rods of 2 inch	4/1/81- 3/31/91	1,915.08
5354	Fin-Tex Pipe Line Company (Renewal of 3243)	Surface Lease Microwave Tower site	Crockett	41	5.165 Acres	6/1/81- 5/31/91	3,000.00 (Full)
5355	Valero Transmission Company (Renewal of 3279)	Pipe Line Gas line	Ward	16	1,374.50 rods of 12-3/4 inch	5/1/81- 4/30/91	5,498.00
5356	Gulf Oil Corporation (Renewal of 3234)	Pipe Line Gas line	Winkler	21	513 rods under 12 inch	2/1/81- 1/31/91	1,539.00
5357	El Paso Natural Gas Company (Renewal of 3213)	Pipe Line Water line	Andrews	9	55.576 rods of 3 inch	6/1/81- 5/31/91	200.00
5358	Texas Electric Service Company (Renewal of 3236 and 3241)	Power Line Distribution	Andrews, Crane, 9, 11, 13, 16, Ector and Ward 30, 31 and 35		2,284.08 rods Single pole	3/1/81- 2/28/91	2,284.08
5359	BTA Oil Producers (Renewal of 3253)	Pipe Line Oil line	Andrews	9	141.62 rods of 4 inch	5/1/81- 4/30/91	424.86
5360	BTA Oil Producers (Renewal of 3254)	Pipe Line Oil line	Andrews	1	130 rods of 2 inch	5/1/81 4/30/91	390.00

No.	Company	Type of Permit	County	Location (Block #)	Distance or Area	Period	Consideration
5361	Mobil Pipe Line Company (Renewal of 3252)	Pipe Line Oil line	Ward	16	608.30 rods of 6-5/8 inch	4/1/81- 3/31/91	\$ 1,824.00
5362	Tenneco Oil Company	Pipe Line Gas line	Ward	18	398.97 rods of 2 inch	1/1/81- 12/31/90	1,396.40
5363	Transwestern Pipeline Company	Pipe Line Gas line	Ward	18	158.73 rods of 4 inch	1/1/81 12/31/90	555.56
5364	Phillips Petroleum Company	Pipe Line Gas line	Upton	58	217.76 rods of 4-1/2 inch	2/1/81- 1/31/91	762.16
5365	Arbuston Energy, Inc.	Power Line Distribution	Pecos	28	131.69 rods of Single pole	1/1/81 12/31/90	200.00

b. Material Source Permit No. 603

No.	Grantee	County	Location	Quantity	Consideration
603	Tripp Construction, Inc.	Crane	30	805 cubic yards of caliche	\$ 402.50

c. Assignment of Leases Nos. 3442-5025

No.	Assignor	Assignee	Type of Permit	County	Consideration
3442	Texas Pacific Oil Company, Inc.	Sun Oil Company (Delaware)	Surface Lease	Andrews	\$ 200.00
3443	Texas Pacific Oil Company, Inc.	Sun Oil Company (Delaware)	Pipe Line	Reagan	200.00
3444	Texas Pacific Oil Company, Inc.	Sun Oil Company (Delaware)	Pipe Line	Andrews	200.00
3821	Texas Pacific Oil Company, Inc.	Sun Oil Company (Delaware)	Pipe Line	Andrews	200.00

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No.	Assignor	Assignee	Type of Permit	County	Consideration
<u>4063</u>	Texas Pacific Oil Company, Inc.	Sun Oil Company (Delaware)	Pipe Line	Andrews	\$ 200.00
<u>5025</u>	Texas Pacific Oil Company, Inc.	Sun Oil Company (Delaware)	Surface Lease	Andrews	200.00

d. Potable/Industrial Water Contract No. 186

There are no standard agreements for water contracts. These have been negotiated by the Manager of University Lands, Oil, Gas and Mineral Interests. Rates are similar to those approved by the Board in recent years.

No.	Grantee	County	Location	Period	Consideration
<u>186</u>	Marathon Oil Company (Renewal of 157)	Reagan	Block 1 and Block 2	1/1/81- 12/31/85	\$ 100.00*

*Annual advance rental is \$100.00. Royalty is to be \$.15 per 1,000 gallons of water sold, or 1/8 of any revenues, whichever is greater, with a minimum of \$300.00 per year. The term is for five years, beginning on January 1, 1981 and ending on December 31, 1985.

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- 2. Permanent University Fund: Assignment of Uranium (and Other Fissionable Minerals) Prospecting Permit No. 2 to William P. Castleman, Jr., et al., Midland, Texas, Covering Sections 1 Through 36, Inclusive, in Block 10, University Lands, Andrews County, Texas. --Without objection, approval was given to the request of William P. Castleman, Jr., et al., for an assignment of their interest in the Uranium (and Other Fissionable Minerals Prospecting Permit No. 2, covering Sections 1 through 36, inclusive, in Block 10, University Lands, Andrews County, Texas, to G. M. W. Oil Company of Midland, Texas.

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II. TRUST AND SPECIAL FUNDS

A. GIFTS, BEQUESTS AND ESTATES

- 1. U. T. Arlington: Acceptance of Gift from Mrs. Minnie Belle Heep and Establishment of the Richard B. Myrick Scholarships in Landscape Architecture. --Approval was given to accept from Mrs. Minnie Belle Heep (Mrs. Herman) 1,000 shares of Employers National Life Insurance Company common stock valued at approximately \$52,000 and to establish the Richard B. Myrick Scholarships in Landscape Architecture at The University of Texas at Arlington. It is understood that the scholarships are to be funded with the proceeds of the sale of the gift and are to be awarded in accordance with the guidelines submitted by Mrs. Heep, to wit:

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- a. The income only shall be used.
- b. The moneys shall be used at both the undergraduate and the graduate levels.
- c. Awards shall be made by a committee formed of the Dean of the School of Architecture and Environmental Design and two members of the landscape faculty appointed by the program director, or in his absence, by the Dean. This committee shall consider as criteria the student's commitment to become a professional in the field of landscape architecture and excellence in scholastic standing. This committee shall be responsible for publicizing these scholarships and for developing definitive guidelines.
- d. They shall be awarded annually, as the committee deems available.

It was further understood that in the event the professional degree program in landscape architecture at The University of Texas at Arlington should be discontinued for any reason, the funds are to be transferred for the same purpose and under the same guidelines to the Landscape Architecture Program at Texas A&M University.

2. U. T. Austin: Acceptance of Gifts and Establishment of Endowed Funds. --By separate motions and with deep appreciation, the following gifts were accepted without objection and the Endowed Funds and/or Positions were established as indicated below:

<u>Donor</u>	<u>Gifts</u>	<u>Purpose or Endowment Established</u>
<u>Floy Agnew Estate</u>	\$60, 000 (partial distribution from Estate)	2 Floy Agnew <u>Presidential Scholarships</u> , \$50, 000; 1-Floy Agnew <u>Scholarship</u> , \$10, 000
<u>Mr. and Mrs. James R. Moffett, Metairie, Louisiana</u>	5, 000 shares of McMoran Exploration Co.; 600 shares of McMoran Oil & Gas Co., common stock valued at \$252, 000	<u>Dr. Robert E. Boyer Endowment Fund in the Dept. of Geological Sciences</u>
<u>Mr. Howard R. Lowe, Coupeville, Washington</u>	1, 500 shares of Precambrian Shield Resources Limited common stock valued at \$9, 890	<u>S. E. Clabaugh Fund in Hard-Rock Geology in the Dept. of Geological Sciences to assist faculty and students who specialize in the study of Hard-Rock</u>
<u>Dr. and Mrs. Stephen E. Clabaugh, Spicewood, Texas</u>	10 shares of Mobil Corp. common stock valued at \$807	<u>Mr. and Mrs. Frank Craig Erwin, Jr., Endowed Presidential Scholarship</u>
<u>Directors of R. Lacy, Inc., (Mrs. B. W. Crain, Pres. and Mr. B. W. Crain, Vice-Pres., Longview, Texas)</u>	\$25, 000	<u>Frank C. Erwin, Jr. Endowment Fund in the Dept. of Government</u>
<p>X Various donors have contributed an amount of \$80, 000 which has been previously reported toward a goal of \$500, 000 for a Chair in the Dept. of Government</p>		
<u>Mr. and Mrs. Dan M. Krausse, Dallas, Texas</u>	\$2, 500 and pledge of \$4, 167	<u>Mary E. Gearing Endowed Lectureship in the Dept. of Home Economics</u>
<u>Earth Resources Co.</u>	Two for one matching gift	<u>Harry H. Ransom Teaching Award in the College of Liberal Arts</u>
<p>X Various donors have contributed an amount of \$20, 400 which has been previously reported</p>		
<u>Mr. Charles E. Yager, Fort Worth, Texas</u>	8, 000 shares of Southland Royalty Co., common stock valued at \$272, 000	Endowments to be established in the Dept. of Geological Sciences with named endowments and exact uses of endowment income to be presented to the Board of Regents at a subsequent meeting

Ronya and George
Kozmetsky, Austin,
Texas
Teledyne Corporation

1,600 shares of Tele-
dyne, Inc., common
stock valued at \$318,000
Matching Grant

Benefit of the College
of Business Adminis-
tration and the Gradu-
ate School of Business

3. U. T. Austin: Acceptance of Undivided One-Sixth Interest in a Tract of Land Located in Harris County, Texas, from Mr. and Mrs. John L. Hill and Establishment of the Mr. and Mrs. John L. Hill Endowment Fund in the College of Education. -- Upon the recommendation of President Flawn and Chancellor Walker and without objection, approval was given to accept an undivided one-sixth interest in a tract of land located in Harris County, Texas, from Mr. and Mrs. John L. Hill of Austin, Texas, and to establish the Mr. and Mrs. John L. Hill Endowment Fund in the College of Education at The University of Texas at Austin.

It was noted that proceeds from the sale of this property by U. T. System Administration will be used to create an endowment fund with the income to be designated for the College of Education to be used at the discretion of the Dean for the benefit of the College until such time as the corpus of the fund is increased to \$100,000 to complete funding required for a professorship.

The one-sixth undivided interest totals 14,460 square feet of land and has an appraised value of \$54,000 and is more fully described in the Deed of Gift as follows:

DEED OF GIFT

STATE OF TEXAS

COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS, that I, FRANK T. ABRAHAM, TRUSTEE, in behalf of JOHN L. HILL, and wife, ELIZABETH ANN HILL, have Given, Granted and Confirmed, and by these presents do Give, Grant and Confirm unto the BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM, a public tax exempt educational institution domiciled in Austin, Travis County, Texas, an undivided one-sixth (1/6th) interest in and to the following described tract of land situated in Harris County, Texas, and said portion of land being so designated in the Wallace Gee appraisal report, attached hereto, as an undivided one-sixth (1/6th) interest in Reserve "C", being the same 6,666.67 square feet referred to in the Gee appraisal, and Reserve "D", being the same 7,793.33 square feet referred to in the Gee appraisal, out of 35.8056 acres, part of tract 17-A, W.C.R.R. CO. SY, A-928, Harris County, Texas (vacant land), being described as follows:

BEGINNING at a point in the South line of Spencer Highway, 100 feet right of way, said point being South 89 degrees 59 minutes 33 seconds East, 454.9 feet from the intersection of the West line of the W.C.R.R. Co. Survey, A-928 with the South line of Spencer Highway, 100' R.O.W.;

THENCE South 0 degrees 43 minutes 09 seconds West, 2004.13 feet to a point for corner in the North line of a sixty foot County Road, said point being 448.92 feet South 89 degrees 23 minutes 7 seconds East from the Southwest corner of the W.C.R.R. Co. Survey, A-928;

THENCE South 69 degrees 23 minutes 7 seconds East, 1089.50 feet along the North line of said sixty foot County Road to a point for corner;

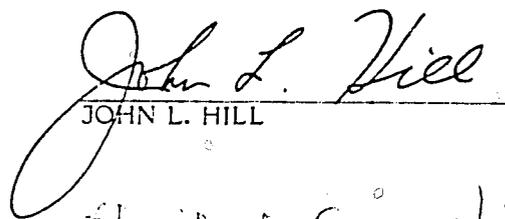
THENCE North 0 degrees 02 minutes 37 seconds East 2015.44 feet to a point for corner in the South line of Spencer Highway, 100 foot, R.O.W.;

THENCE North 89 degrees, 59 minutes 33 seconds West, 1065.8 feet along the South line of Spencer Highway, 100 foot R.O.W. to the PLACE OF BEGINNING.

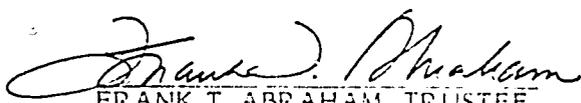
This gift of land conveys a total of 14,460 square feet of land, more or less, being a one-sixth (1/6th) interest in and to the above-described tract of land designated as Reserve "C" and Reserve "D" in the Gee report referred to above, to which John L. Hill and wife, Elizabeth Ann Hill, are the beneficial owners under trust agreement dated April 9, 1964, under which this conveyance is made.

TO HAVE AND TO HOLD the above described one-sixth (1/6th) interest in such tract, together with all and singular, the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors or assigns forever. And I do hereby bind myself, my successors and assigns to Warrant and Forever Defend, all and singular said premises unto the said BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM, its successors and assigns, against every person whomsoever claiming or to claim the same or any part thereof.

EXECUTED this 23rd day of December, 1980.


JOHN L. HILL


ELIZABETH ANN HILL


FRANK T. ABRAHAM, TRUSTEE

STATE OF TEXAS
COUNTY OF TRAVIS

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 23rd day of December, 1980.

Kathy Hamy
Notary Public in and for
Travis County, Texas

STATE OF TEXAS
COUNTY OF TRAVIS

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 23rd day of December, 1980.

Kathy Hamy
Notary Public in and for
Travis County, Texas

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared FRANK T. ABRAHAM, TRUSTEE, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same in his capacity as Trustee and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 25th day of December, 1980.

Michael W. Perrish
Notary Public in and for
Harris County, Texas

MICHAEL W. PERRISH
Notary Public in and for
Harris County, Texas
My Commission Expires 7-31-81

Bequest

- 4. U. T. Austin: Acceptance of Bequest from the Estate of Mary A. Malone, and Establishment of the James M. (Jimmy) Malone Endowed Scholarship in the College of Fine Arts. --Without objection approval was given to accept a bequest of \$15,000 from the estate of Mary A. Malone, deceased, and to establish the James M. (Jimmy) Malone Endowed Scholarship in the College of Fine Arts. Terms of the will as they relate to U. T. Austin are:

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"My Executor shall deliver to the University of Texas at Austin, Texas, a sum equal to not more than 10% of such residue but not over \$15,000.00 as a memorial to my deceased son, James M. (Jimmy) Malone, to be used in the art program of the College or School of Fine Arts."

- 5. U. T. Austin - Cockrell Foundation: Acceptance of Report on Receipt of Annual Income Distribution and Establishment of The Carol Cockrell Curran Chair in Engineering in the College of Engineering. -- President Flawn and Chancellor Walker reported receipt of \$1,030,000 of the 1980 distribution from the Cockrell Foundation which is to be divided equally between the Ernest Cockrell, Jr. Scholarship Fund and the Cockrell Family Professorial Chair Fund in Engineering. They recommended and the Committee approved that The Carol Cockrell Curran Chair in Engineering in the College of Engineering at The University of Texas at Austin be established with the funding of \$400,000 for this Chair to come from the Scholarship Fund.

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It was noted, with great appreciation, that this will be the third chair funded and established under terms of an agreement with The Cockrell Foundation as accepted by the Board of Regents on December 13, 1974. At that time \$400,000 was the minimum level for establishment of a chair.

- 6. U. T. Austin: Report on Termination of the Carl C. Maxey Unitrust and Establishment of the Lucy May Maxey Student Loan Fund for Nursing in the School of Nursing. --It was reported that with the death of Mr. Carl C. Maxey on October 21, 1980, the Carl C. Maxey Unitrust at U. T. Austin, which was accepted by the Board of Regents at their meeting of December 8, 1972, terminated.

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Approval was given to establish the Lucy May Maxey Student Loan Fund for Nursing in the School of Nursing with current assets and accruals totaling \$12,365.28. Twenty years after Mr. Maxey's death, one-half of the income from the assets of the endowment shall be used as a scholarship fund as prescribed by the Unitrust.

- 7. U. T. Austin, U. T. San Antonio and U. T. Health Science Center - San Antonio (U. T. Medical School - San Antonio): Acceptance of Cash Gift of \$325,000 from Dr. and Mrs. Roland K. (Jane) Blumberg and Establishment of (a) Jane and Roland Blumberg Professorship in Physics at U. T. Austin, (b) Jane and Roland Blumberg Professorship in Biology at U. T. San Antonio and (c) Jane and Roland Blumberg Professorship in Obstetrics and Gynecology at U. T. Health Science Center - San Antonio (U. T. Medical School - San Antonio). -- Presidents Flawn, Wagener and Harrison and Chancellor Walker recommended that a cash gift of \$325,000 from Dr. and Mrs. Roland K. (Jane) Blumberg be accepted and that

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the following professorships all of which may have additional funds added at a future date be established:

- a. Jane and Roland Blumberg Professorship in Physics at The University of Texas at Austin to be endowed for \$100,000

The donors request that this professorship be held by a person whose teaching, research and speculations be directed toward a more concrete understanding of the fundamental structure of matter, energy and associated "field forces."

- b. Jane and Roland Blumberg Professorship in Biology at The University of Texas at San Antonio to be endowed for \$100,000
- c. Jane and Roland Blumberg Professorship in Obstetrics and Gynecology at the U. T. Medical School - San Antonio of The University of Texas Health Science Center at San Antonio to be endowed for \$125,000

Whereupon, Committee Chairman Hay moved that the Committee accept the gift, establish the professorships, and to their colleague and her husband express deep appreciation for this very generous gift. Regent Richards seconded the motion which carried by unanimous vote.

- 8. U. T. El Paso: Approval to Change the Name of the John G. Comer Nursing Scholarship Fund to The John G. and Sue E. Comer Memorial Nursing Scholarship Fund. -- Unanimous approval was given to President Monroe and Chancellor Walker's recommendation to change the John G. Comer Nursing Scholarship Fund to The John G. and Sue E. Comer Memorial Nursing Scholarship Fund at The University of Texas at El Paso. It was noted that this change is requested to allow Sue E. Comer, deceased, to be memorialized along with her deceased husband by the fund which she and her sister, Mrs. Whaley, established in 1978. The current fund balance is \$24,233.83. JW

- 9. U. T. El Paso: Acceptance of a Gift from the Atlantic Richfield Company Foundation (Originally Reported as a Gift from Mr. R. O. Anderson) and Establishment of the J. W. Miller Memorial Geophysics Endowment Fund (Approved December 12, 1980). -- At the meeting on December 12, 1980 a gift was reported to the Board from Mr. R. O. Anderson and a request made to establish the J. W. Miller Memorial Geophysics Endowment Fund at The University of Texas at El Paso. This gift was actually from the Atlantic Richfield Company Foundation. Approval was given to the Secretary to correct the item on Page 1393, Vol. XXVIIIc of the Permanent Minutes to so reflect the proper donor. (2) G+6

It was noted that Mr. Miller was founder and president of Gus Manufacturing, Inc., El Paso. He was a pioneer in seismic exploration and a special benefactor of The University of Texas at El Paso geophysics program for many years.

- 10. U. T. El Paso: Establishment of The Michael P. Burns Memorial Scholarship Fund. -- Without objection, approval was given to establish The Michael P. Burns Memorial Scholarship Fund at The University of Texas at El Paso which will be funded by gifts totaling \$10,253.21

previously reported by component docket. Income from the fund is to be used to provide an academic scholarship for an undergraduate student in special education, speech therapy, physical therapy or related fields working with handicapped children.

It was noted that in 1979 a scholarship fund was originated as a memorial to SFC Michael P. Burns, who attended U. T. El Paso from 1966-67, by the Executive Committee comprised of family, friends and representatives of the Disabled American Veterans sponsoring organization of the fund. It was then agreed that the El Paso Disabled American Veterans - Northeast 187 Chapter and Unit, Sunshine 165 Unit, Borderland 10 Chapter and Unit - would be the sponsoring organizations and receive such recognition at U. T. El Paso.

11. U. T. Health Science Center - Dallas (U. T. Southwestern Medical School - Dallas): Approval to Change The David Bruton, Jr. Fund to The David Bruton, Jr. Chair of Ophthalmology. -- Upon the recommendation of President Sprague and Chancellor Walker and without objection, approval was given to change The David Bruton, Jr. Fund to The David Bruton, Jr. Chair of Ophthalmology at the U. T. Southwestern Medical School - Dallas of The University of Texas Health Science Center at Dallas. The funds for this Chair will be held by the Southwestern Medical Foundation (an external foundation) and administered in accordance with the terms of the trust agreement.

It was noted that Mr. David Bruton, Jr., deceased, made a donation of land valued at \$235,000 and a cash gift of \$100,000 prior to his death in 1979 to establish The David Bruton, Jr. Fund at the Southwestern Medical Foundation. He also pledged an additional \$165,000 to be paid by December 31, 1983, to raise the fund level to \$500,000 at which time the fund was to become The David Bruton, Jr. Chair of Ophthalmology. The administration of Mr. Bruton's estate has paid the pledge of \$165,000 to bring the fund total to the required \$500,000.

12. U. T. Health Science Center - Dallas (U. T. Southwestern Medical School - Dallas): Establishment of The Arthur Grollman Professorship of Neuroendocrinology in Obstetrics and Gynecology. -- Unanimous approval was given to establish The Arthur Grollman Professorship of Neuroendocrinology in Obstetrics and Gynecology at the U. T. Southwestern Medical School - Dallas, The University of Texas Health Science Center at Dallas. Funding in the amount of \$100,000 will be provided by a transfer of departmental MSRDP funds.

It was noted that the faculty of the Department of Obstetrics and Gynecology proposed this Professorship as a means of honoring Dr. Arthur Grollman, one of the pioneer members of the U. T. Southwestern Medical School - Dallas.

13. U. T. Galveston Medical Branch: Acceptance of Gift and Pledge from Mrs. Marie B. (L. D.) Gale and Edwin M. Gale and Establishment of the Marie B. Gale Professorship in Psychiatry. -- Without objection and with sincere gratitude, approval was given to accept a gift of \$35,000 and a pledge of \$65,000 from Mrs. Marie B. (L. D.) Gale and Edwin M. Gale and to establish the Marie B. Gale Professorship in Psychiatry at The University of Texas Medical Branch at Galveston. The pledge will be fulfilled

with payments of \$35,000 in 1981 and \$30,000 in 1982 to complete the funding of \$100,000 required for the Professorship.

It was noted that Mrs. Marie B. Gale, and her son Edwin M. Gale, have been very generous benefactors of The University of Texas System components. In addition to various gifts for special projects, the Gales have endowed two professorships and made provision for one of the professorships to be funded as a chair upon demise of Mrs. Marie B. Gale.

Land - Part of Block 726, City + Cty of Galveston

- 14. U. T. Galveston Medical Branch (U. T. Galveston Medical School):
Acceptance of Gift of Land Appraised at \$18,729, Part of Block 726
of the City and County of Galveston, Texas, from The Sealy &
Smith Foundation for the John Sealy Hospital to be Used as Part of
the Site for the New Physical Plant Building. --Without objection,
 approval was given to accept a gift of land appraised at \$18,729
 being a part of Block 726 of the City and County of Galveston,
 Texas, from The Sealy & Smith Foundation for the John Sealy
 Hospital to be used by The University of Texas Medical School
 at Galveston as part of the site for the new Physical Plant Building.
 This tract with 6,650 square feet will complete the acquisition
 necessary to provide a site for the new Physical Plant Building.

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It was noted that at the meeting of July 10-11, 1980, two tracts of land adjacent to and contiguous with Block 726 were accepted from The Sealy & Smith Foundation. These two tracts contain 92,663 square feet and were appraised at \$324,320. The three tracts total 99,313 square feet.

- 15. U. T. Health Science Center - San Antonio: Acceptance of Bene-
fits of the Jane Belcher Trust Created by the Will of Jane Belcher
and Consent of the Board of Regents to Become Substitute Trustee
of the Jane Belcher Trust. --Unanimous approval was given to
 accept benefits of approximately \$75,000 from the Jane Belcher
 Trust created by the will of Jane Belcher, and the Board of
 Regents consented to become Substitute Trustee of the Jane
 Belcher Trust and the Attorney General will be requested to
 take such action as deemed appropriate to accomplish this
 transfer.

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It was noted that the trust provides that all income be used for scholarships to medical students attending The University of Texas Medical School at San Antonio. Provisions of the will pertaining to the trust are as follows:

"I provide and direct that my trustee in making selections of worthy and capable medical students as provided for in my will and in my Second Codicil executed January 26, 1966, that such medical student or students selected shall attend The University of Texas Medical School at San Antonio; and in this connection I further provide and direct that the medical student or students selected by my Trustee shall be single persons; and in the event that after being selected and in attendance in the said University of Texas Medical School at San Antonio shall become a married student, then in such event it is my will and I direct that my Trustee shall not use and expend any of the Trust funds for the support and maintenance of the spouse and children of a married medical student."

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Brugger, Alfred, Bequest

16. U. T. Cancer Center (U. T. M. D. Anderson Hospital): Final Report on Bequest of Mr. and Mrs. Alfred Brugger and Acceptance of Funds to be Designated for General Institutional Purposes. --The Administration reported that U. T. M. D. Anderson Hospital had received a distribution of \$52,093.88 which represents one-fifth of the residuary estate of Mr. and Mrs. Alfred Brugger. O.W.

Unanimous approval was given to President LeMaire and Chancellor Walker's recommendation that the funds be designated for general institutional purposes for the U. T. Cancer Center. Terms of the will relating to the U. T. Cancer Center are as follows:

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"1/5 thereof to The University Cancer Foundation to be used by said Foundation for such purposes as the governing body thereof in its discretion sees fit."

17. U. T. Cancer Center (U. T. M. D. Anderson Hospital): Establishment of the Sue and Radcliffe Killam Professorship. --Without objection, approval was given to establish the Sue and Radcliffe Killam Professorship to be funded by \$131,000 currently held by U. T. M. D. Anderson Hospital in an account entitled the Radcliffe Killam Fund. O.W.

It was noted that Mr. and Mrs. Killam have indicated that it is their intention to make additional contributions during the next two years to bring the fund balance to a level of \$200,000 and have asked that the professorship have the following purposes:

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"The Professorship is to be utilized by The University of Texas M.D. Anderson Hospital and Tumor Institute at Houston to support programs having the highest priority in the areas of cancer patient care, research or prevention. The Professorship is to be used especially to encourage the growth and development of younger physicians and scientists, preferably between the ages of 35 and 50, whose work in cancer therapy, research or prevention warrants special consideration and encouragement. Appointments to the Professorship should be rotated every five years to help ensure compliance with the objectives stated above."

18. U. T. Cancer Center (U. T. M. D. Anderson Hospital): Acceptance of Gift and Pledge from the Rogers Bros. Foundation, Inc., Beaumont, Texas and Establishment of the Doctor R. Lee Clark Professorship. --Unanimous approval was given to accept a gift of \$50,000 and a pledge of \$150,000 from the Rogers Bros. Foundation, Inc., Beaumont, Texas, and to establish the Doctor R. Lee Clark Professorship at the U. T. M. D. Anderson Hospital, The University of Texas System Cancer Center. The pledge will be paid at the rate of \$50,000 each January of 1982, 1983, and 1984. It was noted that the Rogers Bros. Foundation, Inc., through its president, Ben J. Rogers, has been very supportive of various U. T. M. D. Anderson Hospital programs and projects over the past several years. O.W. G+G

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B. REAL ESTATE MATTERS

Sale of

1. U. T. System and U. T. Austin - Mike Hogg Fund and Hogg Foundation for Mental Health - Will C. and Thomas E. Hogg Funds: Authority to Offer Two Tracts of Land in Blocks 69 and 317 of S.S.B.B. in Houston, Harris County, Texas, for Sale by Sealed Bids. --Without objection, authorization was given to offer for sale by sealed bids two tracts of land in Houston, Harris County, Texas, with the right reserved to reject any or all bids. One tract of approximately 19,228 square feet is located in Block 69, S.S.B.B., and the other, containing about 16,875 square feet, is located in Block 317, S.S.B.B. A report of the bids received and a recommendation will be presented at a subsequent meeting.

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Request

2. U. T. Austin - Eva Stevenson Woods/Endowed Presidential Scholarship Fund: Pipeline Easement to El Paso Natural Gas Company Across a Portion of Section 10, Block C of the L & S. V. R. R. Co. Survey, Reagan County, Texas. -- Unanimous approval was given to grant a pipeline easement 30' wide by 87.576 rods long to El Paso Natural Gas Company across a portion of Section 10, Block C of the L & S. V. R. R. Co. Survey, Reagan County, Texas, for a consideration of \$8 per rod.

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3. U. T. El Paso - Josephine Clardy Fox Estate: Authorization to Lease Property at 5001 Alameda, El Paso, Texas, to Mr. Walter Parker. --Unanimous approval was given to grant a lease covering the property at 5001 Alameda, El Paso, Texas, to Mr. Walter Parker for a term of two years, commencing March 1, 1981, at a monthly rental of \$375 for the first year and \$400 for the second year with an option to the Lessee to extend the lease for one additional year at a monthly rental of \$450.

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4. U. T. El Paso - Josephine Clardy Fox Estate: Approval to Lease Property at 5600 Alameda, El Paso, Texas, to The Southland Corporation. --Unanimous approval was given to grant a lease covering the property located at 5600 Alameda, El Paso, Texas, to The Southland Corporation for a term of twenty years. The lease will commence March 1, 1981, at a monthly rental of \$1000 for the first ten years and \$1,150 for the second ten years with two five-year options to extend the term at monthly rentals of \$1,300 and \$1,450 respectively.

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Florida Land

5. U. T. Cancer Center - Punta Gorda Isles, Inc.: Approval of Partial Release of Mortgage Covering 956.101 Acres in DeSoto County, Florida, for Delivery at Close of Sale of Land in DeSoto County, Florida, to Tippan Bay Ranch, Inc. -- Chancellor Walker and Vice Chancellor Boyd recommended that the Board of Regents acting in their capacity, as well as Trustees of The University Cancer Foundation, approve the proposed terms of a Partial Release to Punta Gorda Isles, Inc. of Mortgage covering 956.101 acres in DeSoto County, Florida, more particularly described as follows:

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All of Section 15 lying North and East of the center-line of the Tippan Bay Canal, being in Township 39 South, Range 27 East, DeSoto County, Florida.

All of Section 16 lying North and East of the center-line of the Tippen Bay Canal, being in Township 39 South, Range 27 East, DeSoto County, Florida.

The Southeast 1/4 of Section 9, Township 39 South, Range 27 East, DeSoto County, Florida.

A tract of land in the Southwest 1/4 of Section 10, Township 39 South, Range 27 East, DeSoto County, Florida, described by metes and bounds as follows:

Commence at the Southwest corner of Section 10, Township 39 South, Range 27 East; then run N 00-10-18 West along the West line of said Section 10, 841.73 feet; then run S 32-10-33 East, 985.19 feet to a point on the South line of said Section 10; thence run S 89-08-23 West, 522.17 feet to the aforementioned Southwest corner of Section 10, said point also being the Point of Beginning and containing 5.045 acres, more or less.

Unanimous approval was given to the terms of this partial release reducing the principal balance to \$2,020,820.53 secured by the mortgage on 13,194.609 acres, with authority to the appropriate System Administration Officials to execute all documents necessary to close the transaction.

Committee Chairman Hay told the Committee that the outcome of this deal was a great tribute to one of our former members, Ed Clark.

Highlands Cty. Florida Right-of-Way

6. U. T. Cancer Center (U. T. M. D. Anderson Hospital)(Mrs. Lillie A. Johnson and M. G. & Lillie A. Johnson Foundation, Inc.): Non-Exclusive Roadway Easement Over Land in Sections 8, 9, 10 and 11, Township 39 South, Range 28 East, Highlands County, Florida, to DeSoto Land and Cattle Company, Ltd. --Without objection, approval was given to Chancellor Walker and Vice Chancellor Boyd's recommendation that a non-exclusive roadway easement covering a tract of land 50 feet wide by 15,748 feet long and containing 18.08 acres in Sections 8, 9, 10 and 11, Township 39 South, Range 28 East, Highlands County, Florida, be granted to DeSoto Land and Cattle Company, Ltd., for a consideration of \$5,000. It was noted that this land is a portion of a total of 1,458.08 acres conveyed to the Board of Regents in 1975 by Mrs. Lillie A. Johnson and the M. G. and Lillie A. Johnson Foundation, Inc.

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7. U. T. Austin - Archer M. Huntington Museum Fund; Oil and Gas Lease Covering 279.3 Acres in the Samuel Bundick League, Abstract No. 7, Galveston County, Texas, to National Exploration Company. --An oil and gas lease covering 279.3 acres in the Samuel Bundick League, Abstract No. 7, Galveston County, Texas, was granted to National Exploration Company for a term of three years with a bonus of \$100 per acre, annual delay rentals of \$10.00 per acre and a 1/4 royalty.

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8. U. T. Austin - Z.D. Bonner Professorship in Chemical Engineering: Sale of Undivided Interest in Land in Sabine County, Texas, Approximately 644 Acres, to Temple Eastex, Inc. --Authorization was given to sell the University's undivided 5% interest in the surface estate only of approximately 644 acres in Sabine County, Texas, to Temple Eastex, Inc., for a consideration of \$900 per acre cash. This is a portion of 825 acres of the Z.D. Bonner Fund. It was noted that the owners of the other 95% interest have approved the sale.

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III. OTHER MATTERS

PUF and Trust Special Funds: Report of Securities Transactions for Months of October and November 1980. -- The Report of Securities Transactions for the months of October and November 1980 submitted by the Executive Director for Investments and Trusts was mailed to each Regent by Secretary Thedford on February 2, 1981. No comments were received. The report is incorporated in the minutes in the form submitted (Attachment No. 2 following Page HT-5).

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REPORT OF BOARD FOR LEASE OF UNIVERSITY LANDS

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Vice-Chairman Fly reported that there had actually not been a meeting of the Board for Lease of University Lands since the last report. However, he did announce that there would be a Public Auction Sale of Oil and Gas Leases on University Lands in Midland, Texas, on March 11, 1981.

COMMITTEE OF THE WHOLE
(Pages 103 - 123)

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:

BOARD OF REGENTS - REGENTS' RULES AND REGULATIONS, PART TWO: AMENDMENTS TO CHAPTER I, SECTION 4.4 (ENDOWMENT OF ACADEMIC POSITIONS). -- Without objection, approval was given to amend Section 4.4 of Chapter I of Part Two of the Regents' Rules and Regulations by inserting the word "Endowed" in the subtitle of Subsection 4.43 and by adding a new Subsection 4.45 as set out below:

- 4.4 The five categories of endowed and named academic positions are: Chairs, Professorships, Visiting Professorships, Lectureships, and Fellowships, and requirements for same are:
- 4.43 Endowed Visiting Professorships. The endowment of the visiting professorship specifies that such positions must be funded with a minimum endowment of \$50,000. Such appointments will be given to distinguished scholars who are in temporary residence at the component while participating in planned academic programs.
- 4.45 Endowed Fellowships. The endowed fellowship will be established with a minimum of \$50,000 or the equivalent in annual contributions arranged according to agreements recommended by the Chancellor and approved by the Board of Regents. Income from the endowment may be used to supplement the salary of the occupant of the fellowship, who may be a qualified person of any academic rank irrespective of tenure status, and will also be available for other professional support of the occupant.

U. T. SYSTEM: 1981-82 BUDGET POLICIES AND LIMITATIONS FOR GENERAL OPERATING BUDGETS, AUXILIARY ENTERPRISES, CONTRACT AREAS, CURRENT RESTRICTED FUNDS, AND SERVICE AND REVOLVING FUND ACTIVITIES; CALENDAR FOR BUDGET OPERATIONS. -- Following a question and answer period and without objection, the 1981-82 Budget Policies and Limitations and Calendar for preparing the 1981-82 Operating Budgets for The University of Texas System were adopted in the form set out below with the understanding that after the Appropriation Bill is passed necessary adjustments will be made:

1981-82 Budget Policies and Limitations

for General Operating Budgets,
Auxiliary Enterprises, Contract
Areas, Current Restricted Funds,
and Service and Revolving Fund
Activities.

Chief Administrative Officers are to write the "first" draft of their operating budgets conservatively, utilizing the following policy items.

1. Over-all budget totals, including reasonable reserves, must be limited to the funds available for the year from:
 - a. General Revenue Appropriations,
 - b. Estimates of Local Income, and
 - c. Limited use of Institutional Unappropriated Balances.

2. The recommendations for salary increases for both teaching and nonteaching personnel are subject to the current regulations and directives included in the General Appropriations Bill. Article III, Section 22, of the LBB Draft reads as follows:

Sec. 22. This section shall apply to those agencies of higher education not covered by Section 1, Article V, of this Act. Funds are provided in the appropriations made to those agencies covered by this section in sufficient amounts to permit annual salary increases as follows:

 - (a) All employees, excluding tenured faculty, shall receive a minimum annual salary increase of 14.3% in fiscal 1982 and 8.7% in fiscal 1983.
 - (b) Funds appropriated to the general academic universities for faculty salaries shall be expended to provide a minimum annual salary increase of 18.6% in 1982 and 8.7% in 1983 for all nontenured faculty. Salary rates for tenured faculty are to be determined on the basis of merit.

It is expressly provided that institutional administrators may grant merit salary increases to employees whose job performance and productivity is consistently above that normally expected or required.

3. Selective merit salary advances may be provided for the faculty and professional staff. In the case of faculty, merit advances or advances in rank are to be on the basis of teaching effectiveness, research, and public service. This policy relating to faculty salary increases applies to all fund sources.

4. New faculty positions are to be based on conservative estimates of enrollment increases. Total faculty staffing should be reviewed in terms of planned increases in work load.

5. Merit salary advances for classified personnel in accordance with the Personnel Pay Plan policies approved by the Board may be given only to individuals who will have been employed by the institution for at least six months as of August 31, 1981.

- 6. New classified positions are to be requested only where increased work load justifies.
- 7. Maintenance, Operation, and Equipment items should be based only on such amounts as are needed. Increases are not to exceed 20% of amounts currently budgeted except as related to increased work load, to inflation, or to newly developing programs.
- 8. Travel funds are to be shown as separate line items.
- 9. All requests for Special Equipment must be supported with detailed descriptions and justifications.
- 10. MEDICAL FACULTY - MAXIMUM SALARY LIMITATIONS (TWELVE-MONTH BASIS)

Compensation may be paid to Medical Faculty from multiple fund sources, including general budget funds, contract funds, gift funds, MSRDP or PRS funds, etc., subject to the following State funds limitations:

<u>Rank</u>	<u>Maximum State Funds Salary Limit</u>
Professor and Chairman	\$ 73,400
Professor	70,000
Associate Professor	62,500
Assistant Professor	55,700
Instructor	46,900

Maximum compensation by rank is limited to one hundred percent above the State funds salary limits; maximum compensation for each faculty member is limited to one hundred percent above the individual's salary rate, not to exceed the ceiling for the individual's rank.

This policy makes no provision for "Exceptional Situations." Variations from these maximum salary levels and compensation limits must be reviewed on an individual basis and have the advance approval of both the Chancellor and the Board of Regents.

1981-82 Operating Budget Calendar

February 13, 1981	Board Approval of Policies
April 15-30, 1981	Five Draft Copies* of budgets due to System Administration (including supplemental data)

*Upon suggestion of Regent Richards, the number was changed from four to five so that a copy would be available in the Board of Regents' Office for the members of the Board to review.

May 15-31, 1981	Budget Hearings with System Administration
June 15, 1981	Thirty Copies of Budgets due to System Administration (with adjusted supplemental data as applicable)
June, 1981	Budgets mailed to Board of Regents
July, 1981	Regents' Budget Meeting

Naming of Facilities

U. T. ARLINGTON: APPROVAL TO NAME THE RECEPTION ROOM IN MAVERICK STADIUM THE "GILSTRAP ROOM" (REGENTS' RULES AND REGULATIONS, PART ONE, CHAPTER VIII, SECTION 1.2). -- In accordance with Section 1.2 of Chapter VIII of Part One of the Regents' Rules and Regulations and without objection, the reception room in Maverick Stadium at The University of Texas at Arlington was named the "Gilstrap Room" in honor of Mr. C. R. "Chena" Gilstrap. Mr. Gilstrap, who is now retired, was a successful football coach at U. T. Arlington for approximately 20 years and later served as Athletic Director and Chairman of the Department of Physical Education.

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Communication College of

U. T. AUSTIN: APPROVAL TO COMMISSION A COMMEMORATIVE PORTRAIT OF DR. DEWITT C. REDDICK, FORMER DEAN OF THE COLLEGE OF COMMUNICATION. -- Unanimous approval was given to commission a commemorative portrait of Dr. DeWitt C. Reddick, former Dean of the College of Communication at The University of Texas at Austin. The painting, which will be a traditional waist-length pose, without frame will be approximately 22" x 28" in size and will be hung in a room in Communication Building A within the College of Communication complex. Funds to commission the painting will be contributed by members of the College of Communication Foundation Advisory Council.

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U. T. AUSTIN (U. T. MARINE SCIENCE INSTITUTE): APPROVAL OF LEASE AGREEMENT WITH PORT ARANSAS INDEPENDENT SCHOOL DISTRICT COVERING APPROXIMATELY FIVE ACRES OF LAND. -- Without objection, approval was given to the request of the Port Aransas Independent School District to enter into a lease agreement with The University of Texas at Austin (U. T. Marine Science Institute) for a ground lease covering approximately five (5) acres of land for use by the School District for track and field events subject to the following agreements and limitations:

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1. Term of the lease would be for 20 years, subject to termination by the University after the first 10 years upon giving the School District one year's notice.
2. The School District would assume all costs in preparing the site for the intended use and would commence such work within ninety days after approval by the Board of the lease agreement.
3. The School District will maintain the property at all times to the satisfaction of the University.

- 4. The School District will assume full liability for all activities on the property.
- 5. University faculty, staff, and students will be permitted to use such facilities.

It was pointed out that this is a portion of the land acquired from the Federal Government and that the University has no present need for the acreage.

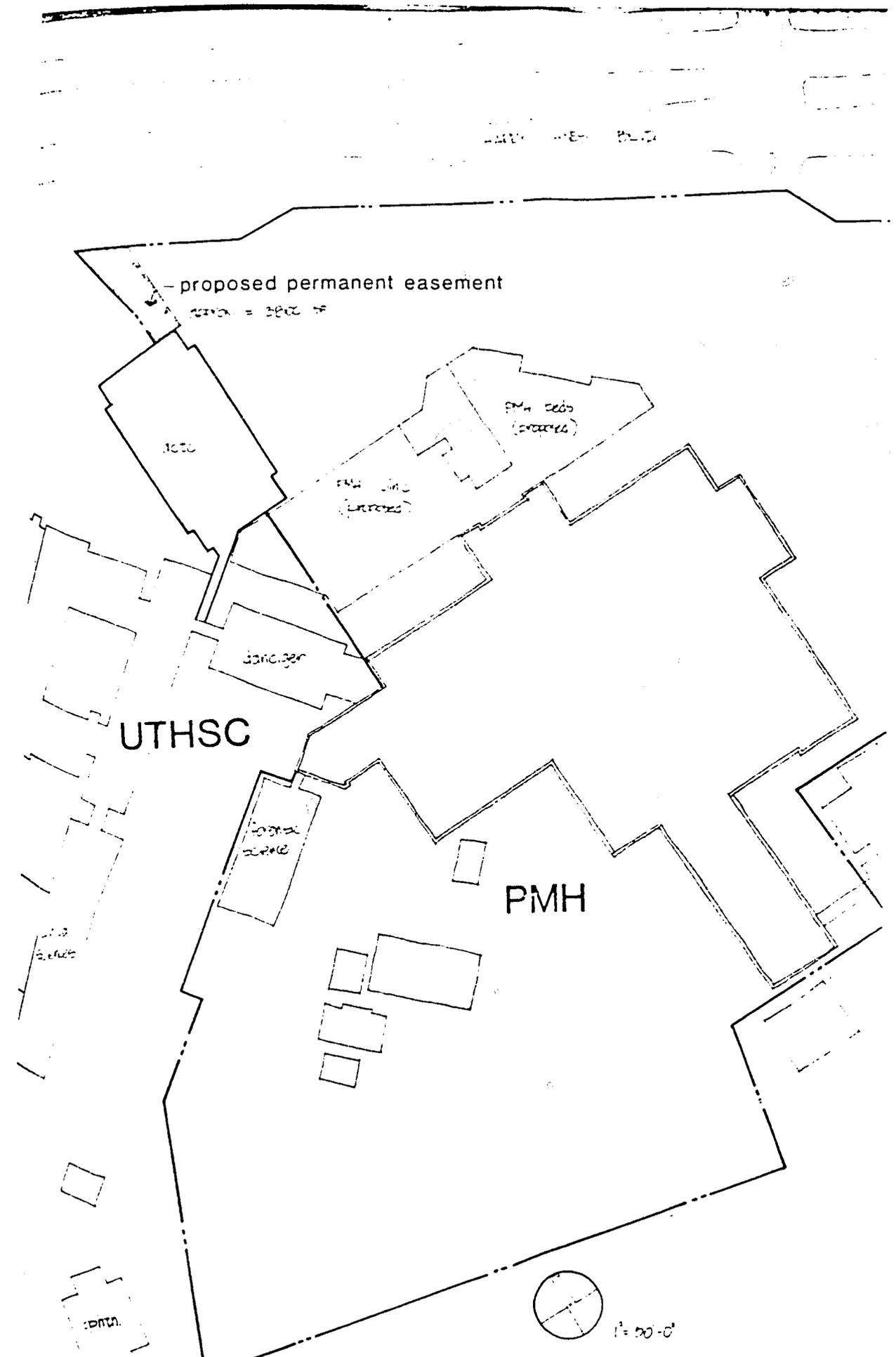
EASEMENT FROM Dallas County Hosp. Dist.
Land Exchange with Dallas Cty Hosp. Dist.

U. T. HEALTH SCIENCE CENTER - DALLAS: AUTHORIZATION TO EXCHANGE LAND WITH THE DALLAS COUNTY HOSPITAL DISTRICT (PARKLAND MEMORIAL HOSPITAL) FOR CONSTRUCTION OF THE AMBULATORY CARE TEACHING CENTER (ACTC); ACCESS EASEMENT GRANTED BY THE DALLAS COUNTY HOSPITAL DISTRICT.

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After an explanation that land owned by the Dallas County Hospital District (Parkland Memorial Hospital) adjacent to the campus of The University of Texas Health Science Center at Dallas is needed as a part of the site for the construction of the Ambulatory Care Teaching Center (ACTC), authorization was given to exchange two parcels of land consisting of 6,300 square feet on the campus of the U. T. Health Science Center - Dallas for an equal amount of land from the Dallas County Hospital District (Parkland Memorial Hospital).

The Hospital District has agreed to grant to the U. T. Health Science Center - Dallas a permanent easement to 3,800 square feet of District property for access to the ACTC from Harry Hines Boulevard. See Pages 108-109 for location of the parcels to be transferred and easement parcel.



PROPOSED EASEMENT UTHSC/PMH

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U. T. GALVESTON MEDICAL BRANCH: ACCEPTANCE OF GRANT FROM THE SEALY & SMITH FOUNDATION TO BE USED TOWARD THE RENOVATION OF THE JOHN SEALY HOSPITAL (ORIGINAL BUILDING REMODELED 1953). --A \$7.8 million grant was accepted from The Sealy & Smith Foundation for the John Sealy Hospital to be used toward the renovation of the John Sealy Hospital (Original Building Remodeled 1953) at The University of Texas Medical Branch at Galveston. This grant will be paid during the years 1981-83 in accordance with a building schedule that will be presented to the Foundation Directors, and the schedule will correspond payments with the awarding of contracts for each job. This \$7.8 million grant and the initial \$6.3 million accepted by the Board on February 29, 1980 bring the total commitment to \$14.1 million.

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Again, as many times in the past, it was pointed out that The University of Texas System, and especially the U. T. Galveston Medical Branch, is indeed fortunate to have the continuing support and counsel of the Directors of The Sealy & Smith Foundation for the John Sealy Hospital and again the members of the Board expressed their deep gratitude.

U. T. CANCER CENTER: APPROVAL OF AGREEMENT WITH DIMER CORPORATION, ESCONDIDO, CALIFORNIA (PATENT POLICY) (REGENTS' RULES AND REGULATIONS, PART TWO, CHAPTER V, SECTION 2.4). --Approval was given without objection to the agreement set out on Pages 111-122 between The University of Texas System Cancer Center and the Dimer Corporation, Escondido, California, wherein Dimer will provide a research and development grant in support of the "Recombinant Monoclonal Antibody Process" for a period of four years, with a total of \$611,000 in operating funds. Dimer will also provide to the U. T. Cancer Center new research equipment at a cost of \$234,000 for this program, and the equipment will become the property of the U. T. Cancer Center. The patent rights for inventions resulting from the program supported by Dimer will be licensed to Dimer, and the U. T. Cancer Center will reserve ten percent of any royalties received by Dimer under a sublicense between Dimer and Johnson & Johnson Corporation with an annual minimum payment of \$2,500.

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The U. T. Cancer Center institutional patent committee and the General Counsel have approved the patent provisions in this agreement; and the provisions are consistent with the Regents' Rules and Regulations, Part Two, Chapter V, Section 2.4.

AGREEMENT

AGREEMENT made this fourth day of February 1981, between DIMER CORPORATION ("DIMER") a Nevada Corporation having a principal place of business at 511 South Escondido Boulevard, Escondido, California 92025 and THE UNIVERSITY OF TEXAS SYSTEM CANCER CENTER, M. D. ANDERSON HOSPITAL AND TUMOR INSTITUTE located at Texas Medical Center, 6723 Bertner Avenue in Houston, Texas ("MDA") an educational institution established under the laws of the State of Texas and a component institution of The University of Texas System;

WITNESSETH:

WHEREAS, Christopher Reading, Ph.D. has conceived, but not yet developed, a novel process for production of a novel type of Recombinant Monoclonal Antibodies and is currently employed by MDA;

WHEREAS, MDA has the facilities, personnel and expertise to conduct further research, development and reduction to practice of the process for production of a novel type of Recombinant Monoclonal Antibodies;

WHEREAS, MDA wishes to have any inventions and patents developed under this research and development utilized in the public interest;

WHEREAS, DIMER, either independently or in conjunction with other parties, wishes to assist MDA in research, development, and reduction to practice, and to thereafter obtain a license under any patent rights which may be obtained:

NOW, THEREFORE, DIMER and MDA agree as follows:

I.

DEFINITIONS

- A. Recombinant Monoclonal Antibody Process shall mean and include that process initially described in a Disclosure Document #094299 filed with The United States Patent Office by Christopher Reading, Ph.D. while an employee of MDA on September 26, 1980. Any developmental work carried out under the scope of this Agreement which utilizes or embodies this conception or any part thereof, in any fashion toward clinical practice or other marketable use, shall also be included.

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B. Net Sale Proceeds as used herein, shall mean the royalty income paid to DIMER under their ~~SMI/DMER/EXPERIMENT~~ ^{letter of intent} ~~AGREEMENT~~ dated 4 December 1980 ^{8/11 SCS Cal} 1981 with Johnson & Johnson Development Corporation ("J&J"). As a condition for the joint undertaking of this project by DIMER and J&J, J&J shall be responsible for the marketing and sales of the Recombinant Monoclonal Antibody Process, and will pay to DIMER five percent (5%) of the net sales price for the technology which is sold or leased; this 5% payment to DIMER is the Net Sale Proceeds which is herein distributed between DIMER and MDA.

C. Net Selling Price as used herein, shall mean the greater of:

- 1) contract price or sales price billed to the user by DIMER or its sublicensee's; or
- 2) manufacturer's gross selling price or lease price billed to the user less freight and taxes.

II.

REPRESENTATIONS

MDA represents and warrants that it has the right to grant to DIMER the rights granted herein; that it has executed no contract or agreement in conflict herewith, and that it has not granted to any other person, firm or corporation any right, license or privilege that is inconsistent with the rights granted hereafter in this Agreement.

III.

MDA'S DUTIES

In consideration of the payment of patent license royalty and other payments promised by DIMER under the terms of this Agreement and DIMER'S performance of its other promises made in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, MDA promises to work exclusively with DIMER and its associated organizations during the life of this Agreement to reduce to practice, commercially develop and market the Recombinant Monoclonal Antibody Process.

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IV.

DIMER'S DUTIES

In consideration of MDA's grant of rights under this Agreement, MDA's performance under the other terms of this Agreement, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged:

- (a) DIMER promises to assist in the funding of the reduction to practice and development for the Recombinant Monoclonal Antibody Process in the amounts and in the manner described within Exhibit A attached.
- (b) DIMER promises to use its best efforts and those of its associated organizations to commercialize the Recombinant Monoclonal Antibody Process, and to be diligent in seeking a profitable market for such process.
- (c) DIMER promises to pay royalties to MDA in accord with Article VIII of this Agreement.

V.

DEVELOPMENT ACTIVITIES

In order to reduce the Recombinant Monoclonal Antibody Process to practice and subsequent marketable form, extensive research and development activities will be conducted under the sole direction of MDA by Christopher Reading, Ph.D. as principal investigator at the facilities of MDA. DIMER shall assist in those activities by providing financial support for the acquisition of necessary biochemical and cell culture equipment, and for the payment of salaries and benefits, travel, supplies, overhead and other related costs for a period not to exceed four (4) years, all as defined within Exhibit A attached.

MDA shall prepare for DIMER an annual written report at the close of each calendar year describing the research conducted during that period. DIMER shall be regularly informed of the results of this research and development activities in either written or oral form.

VI.

PATENTS

MDA agrees that DIMER, either independently or in conjunction with associated organizations, shall prosecute all applications for any and all U. S. and foreign patents, filed now or in the future pursuant to this Agreement, and containing the Recombinant Monoclonal Antibody Process or any part of such process.

DIMER agrees to assume all costs of prosecuting such patent applications, and agrees that all patents filed hereunder shall be issued in the name of the inventor with MDA as assignee.

DIMER shall keep MDA informed, in writing, of all developments in connection with each filing and prosecution, promptly furnishing to MDA copies of all such applications, office actions, amendments, issued patents and all other papers filed or received. If MDA feels that additional patent coverage should be obtained, MDA may request, in writing, that DIMER obtain such further coverage. DIMER shall either take steps to obtain the patent coverage requested by MDA or release all the rights for such further coverage to MDA within ninety (90) days after receiving MDA's written request.

VII.

LICENSE GRANT

MDA hereby grants to DIMER, an exclusive world-wide license to make, have made, use, sell or lease all inventions falling within the scope of the Recombinant Monoclonal Antibody Process described herein. The license granted shall include the right to grant a written sublicense to J&J for the purposes herein defined and on the royalty terms specified in Article VIII, provided however that J&J may not further sublicense its right without the approval of DIMER and subsequent written notification to MDA.

In the event that DIMER should independently undertake the sale of the Recombinant Monoclonal Antibody Process, or grant sublicenses to firms other than J&J or its associated companies, then DIMER shall include its sales plus those of sublicenses to companies or organizations other than J&J in its statement to MDA as provided for in Article VIII, and shall pay royalties thereon as though all such sales were in fact made by DIMER.

DIMER agrees to deliver to MDA a true and correct copy of the J&J sublicense and contract upon the execution of this Agreement, and a true and correct copy

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of each subsequent sublicense entered into by DIMER within thirty (30) days after execution of same; DIMER shall also promptly advise MDA, in writing, of any modification or termination of such sublicenses, including that to J&J.

Upon termination of this Agreement, any and all existing sublicenses granted under the scope of this Agreement shall be assigned to MDA.

VIII.

ROYALTIES

A. For sales made under the marketing and sales program jointly undertaken by DIMER and J&J, and further defined in ~~the letter of intent~~ ^{the letter of intent} between those parties dated 4 December 1980, ~~1981~~ ¹⁹⁸¹, and/or for other sales of the Recombinant Monoclonal Antibody Process by DIMER and J&J in connection with this work, the following terms shall apply:

- 1) DIMER covenants and agrees to pay MDA an annual minimum royalty of Two Thousand Five Hundred Dollars (\$2,500.00) as an advance on royalties due under this Agreement. Said annual periods shall commence on the first day of the month following the first offering of any invention falling within the scope of the Recombinant Monoclonal Antibody Process described herein for sale, lease or other acquisition. Such annual minimum royalty payments, shall be made within thirty (30) days following the beginning of each annual period, and shall not be returnable to DIMER regardless of whether or not royalties are ever owed to MDA under this Agreement.
- 2) DIMER also agrees to pay MDA, commencing with the first offering for sale lease or other acquisition as described above, and thereafter during the continuance of this Agreement, a distribution of the Net Sale Proceeds of all inventions falling within the scope of the Recombinant Monoclonal Antibody Process, manufactured, used, sold, leased, otherwise disposed of by DIMER, J&J or its authorized sublicensees throughout the world. Such distribution shall be equal to ten percent (10%) of the Net Sale Proceeds of any invention falling within the scope of the Recombinant Monoclonal Antibody Process.

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- B. For sales made independently by DIMER or in conjunction with sublicensees other than J&J, the following terms shall apply:
- 1) DIMER covenants and agrees to pay MDA an annual minimum royalty of Two Thousand Five Hundred Dollars (\$2,500.00) as an advance on royalties due under this Agreement. Said annual periods shall commence on the first day of the month following the first offering of any invention falling within the scope of the Recombinant Monoclonal Antibody Process described herein for sale, lease or other acquisition. Such annual minimum royalty payments, shall be made within thirty (30) days following the beginning of each annual period, and shall not be returnable to DIMER regardless of whether or not royalties are ever owed to MDA under this Agreement.
 - 2) DIMER also agrees to pay MDA, commencing with first offering for sale, lease or other acquisition as described above, and thereafter during the continuance of this Agreement, royalties on the Net Selling Price of all inventions falling within the scope of the Recombinant Monoclonal Antibody Process manufactured, used, sold leased or otherwise disposed of by DIMER or its sublicensees throughout the World. Such royalties shall be equal to Two and One-half percent (2-1/2%) of the Net Selling Price of any invention falling within the scope of the Recombinant Monoclonal Antibody Process.
- C. If the above payments are not paid in United States dollars, then the amount due MDA should be calculated in the currency of the country of sale according to the above equation, and converted to dollars at the exchange rate quoted by the Texas Commerce Bank of Houston, Texas as of the date of the written statement of income received by DIMER herein.
- D. DIMER shall at all times keep an accurate account of the operations coming under the scope of its license and shall, beginning at the date of first offering for sale of the process, render a full statement of same, in writing, to MDA within sixty (60) days after each three-month period during the life of this Agreement, and at the same time shall

pay to MDA the amount of earned royalties or distributions accrued during the three-month period, whether from sales made by DIMER or its sublicensees, credit being given for the annual minimum royalty previously paid for the relevant twelve (12) month period. It is understood that MDA shall have the right, at its own expense and not more often than once in each three-month period, to examine or have examined the books of DIMER or its sublicensees for the purpose of verifying royalty statements of the operations coming under the scope of this Agreement, and to obtain adjustments from DIMER for differences resulting from such examination. Failure by DIMER to make any royalty payment, including the annual minimum royalty payment under this Agreement within thirty (30) days, from the prescribed date as herein defined shall be grounds for MDA to terminate this Agreement.

- E. The date of first offering for sale, lease or other acquisition as referenced in this Article shall be confirmed by written notification from DIMER to MDA that the process is in marketable form and that the initial sale, lease or other acquisition has been transacted.

IX.

EQUIPMENT

Title to any equipment purchased by DIMER'S participation or donated by DIMER under the terms of this Agreement, shall vest with MDA upon delivery of such equipment to the MDA facilities. Such equipment shall be used primarily for Recombinant Monoclonal Antibody Process research under this Agreement, but may be shared with other activities of MDA at the discretion of Dr. Christopher Reading.

X.

CONFIDENTIALITY

MDA and DIMER agree to hold in confidence any and all confidential, proprietary and otherwise nonpublic information, whether obtained directly or indirectly, and further agree not to disclose same to third parties nor use same during the course of this Agreement, and for four (4) years from the date of the termination

of this Agreement, except for evaluation purposes as may be required. DIMER may disclose the confidential information related specifically to this project to any employees, consultants or associated organizations who need to know of that information for the purpose of assisting DIMER in carrying out this Agreement. It is agreed that employees, consultants or personnel of associated organizations of either party will be bound by the terms of this Agreement in the same manner that DIMER and MDA are bound, and both parties shall assume responsibility for enforcing their respective duties in this regard.

XI.

PUBLICATION

It is understood that MDA may wish to publish data and information concerning the Recombinant Monoclonal Antibody Process from time to time. In the event MDA wishes to make any such publication that may contain patentable subject matter, MDA shall notify DIMER of its desire to publish, including a description of the subject matter thereof in order to enable DIMER to file patent applications thereon in any countries in which DIMER desires patent protection. MDA shall provide DIMER with a copy of all such manuscripts at least thirty (30) days prior to the date of ~~publication~~ submission.

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XII.

INFRINGEMENT

DIMER shall have the sole and exclusive right to institute and prosecute any and all suits to enjoin any and all infringers of any patent or like rights granted by this Agreement; and from time-to-time during the terms of this Agreement, and at its own expense, may institute any suit or suits which it may deem necessary.

DIMER agrees to indemnify and hold MDA harmless from and against any and all claims, demands, losses or causes of action related in any to patents or other rights granted under this Agreement, or to any products or processes manufactured, used, leased or sold under this Agreement.

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XIII.

TERM OF AGREEMENT

This Agreement shall continue in effect, unless sooner terminated as elsewhere provided in this Agreement, until the expiration of the last patent covering the Recombinant Monoclonal Antibody Process which is licensed or sublicensed under the provisions of this Agreement, or seventeen (17) years from the effective date of this Agreement, which ever occurs later.

XIV.

MDA USE OF TECHNOLOGY

As additional consideration for participation in this effort, MDA is entitled to use the Recombinant Monoclonal Antibody Process or related technology for cancer research, diagnosis and/or therapy at its facilities in Houston, Texas, there being no charge for this usage except the cost of manufacture if applicable.

Nothing contained in this Agreement shall preclude DIMER, its affiliates or agents, from developing, manufacturing and marketing antibody technology independent of, and outside the scope of the Recombinant Monoclonal Antibody Process defined in this Agreement.

XV.

TERMINATION

If either party to this Agreement breaches any provision of this Agreement, the party complaining of said breach shall give the breaching party written notice of the breach, and thirty (30) days to cure said breach before this Agreement is effected in any way. Should either party fail to cure its breach within thirty (30) days or such expanded time as the complaining party may grant, in writing, this Agreement shall be terminated. DIMER shall be obligated immediately, to pay to MDA any past royalties or payments due and all rights granted hereunder from MDA to DIMER or its sublicensees shall revert to MDA. DIMER shall execute all legal documents necessary to record this reversion of interest, and shall assign to MDA all sublicenses and notify such sublicensees of the assignment.

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MDA shall have the right to terminate this Agreement in the event of any voluntary or involuntary proceeding under a bankruptcy act involving DIMER or any proceedings to place DIMER in receivership, or decree the insolvency or dissolution of DIMER.

In the event that this Agreement is terminated prior to its natural termination under Article XIII, all know-how and experimental data, as well as all documents pertaining to all patents or patent applications involving the Recombinant Monoclonal Antibody Process shall be immediately returned to MDA. Also, in the event of such termination, all equipment donated to MDA shall be retained by MDA and all monetary advances (whether per contributions made in accord with Exhibit A or royalty advance payments) given to MDA shall be retained by MDA for their further research regarding antibodies and bone marrow transplantation.

XVI.

ASSIGNMENT

DIMER shall not assign or transfer any interest hereunder or part thereof without the prior written consent of MDA.

XVII.

NOTICES OR STATEMENTS

ANY NOTICE, STATEMENT OR REPORT required by this Agreement shall be considered given if a written copy is sent, postage prepaid/certified mail, return receipt requested and deposited in the United States Mail addressed as follows:

If to MDA: Mrs. Katherine L. Chapman
Office of General Counsel
The University of Texas System
201 West Seventh Street
Austin, Texas 78701

and to: Mr. E. R. Gilley
Vice President for Administration and Finance
The University of Texas System Cancer Center
6723 Bertner Drive
Houston, Texas 77030

If to DIMER: Dr. Elie A. Shncour, President
Dimer Corporation
511 South Escondido Boulevard
Escondido, California 92025

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XVIII.
GOVERNING LAW

THIS AGREEMENT shall be construed under the laws of The United States and the State of Texas.

XIX.
SOLE AGREEMENT

THIS AGREEMENT is the sole and only Agreement between MDA and DIMER relating to the Recombinant Monoclonal Antibody Process. It supercedes all prior Agreements whether written or oral, and may not be modified except by written agreement between DIMER and MDA, signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the parties have affixed their signatures on the dates indicated below to three (3) duplicate originals which are of equal dignity:

DIMER CORPORATION

WITNESS: Barbara L. Bruch

BY: [Signature]

THE UNIVERSITY OF TEXAS SYSTEM
CANCER CENTER

WITNESS: Steven C. Schultz

BY: Chas R. LeMaistre, M.D.

Legal Form Approved:

Content Approved:

[Signature]
General Counsel of The System

[Signature]
Chancellor

CERTIFICATE OF APPROVAL

I hereby certify that the foregoing Agreement was approved by the Board of Regents of The University of Texas System on the _____ day of _____, 1981.

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

EXHIBIT A
CONTRIBUTIONS BY DIMER

In respect of the support offered to MDA for furtherance of the development and reduction to practice of the Recombinant Monoclonal Antibody Process, DIMER agrees to provide financial support in the following fashion:

- 1. On the execution of this Agreement, DIMER shall purchase the following items of equipment (or their reasonable alternates at the discretion of Dr. Christopher Reading), and shall then deliver such to the site of MDA:

<u>ITEM</u>	<u>APPROXIMATE VALUE</u>
a. Beckman L8-90 ultracentrifuge	\$ 29,800
b. Beckman LS 7500 Scintillation counter	25,200
c. Beckman 7000 T gamma counter	26,400
d. Beckman DU-8 spectrophotometer	18,500
e. Coulter counter	24,500
f. NBI System 3000 processor	19,000
g. Titertek plate reader	11,900
h. Beckman J6B centrifuge	9,500
i. Nikon inverted phase contract microscopes (2)	12,200
j. Other necessary and related equipment with a unit value under \$10,000 each.	<u>57,000</u>
ESTIMATED TOTAL	\$234,000

- 2. Following the execution of this Agreement, DIMER shall assist in providing financial support for the program described in Article V by funding certain costs related to salaries and benefits, travel, overhead and miscellaneous supplies. These expenditures shall be under the direction of Dr. Christopher Reading as Principal Investigator, and are detailed by year of the program (the first year of same commencing on the first day of the calendar month following execution of this Agreement) as follows:

Year 1	\$162,000
Year 2	184,000
Year 3	200,000
Year 4	<u>220,000</u>
TOTAL	\$766,000

On the first day of each 12-month period during the development period, DIMER shall deliver to MDA the funds described above. For Year 1, such funds shall be delivered within thirty (30) days following the execution of this Agreement, unless extended further by approval of MDA.

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SLC

Meetings of The Board

SCHEDULED MEETINGS. -- Chairman Powell suggested with the approval of the Board that a standard meeting date be established for the Board meetings with the understanding that it may be varied from one meeting to another if necessary. After discussion as to the dates most convenient, it was unanimously ordered that the Regents would meet on Thursday and Friday of the second week of every even-numbered month which for 1981 would be:

April 9 - 10 (in Austin, Texas)
 June 11 - 12
 August 13 - 14
 October 8 - 9
 December 10 - 11

FILE NO. I
 DOCUMENT ---
 REMARKS ---

The location of the meetings will be set later.

COMMITTEE OF THE WHOLE - EXECUTIVE SESSION
 (Page 123)

Chairman Powell reported that the Committee of the Whole had met in Executive Session in the Regents' Committee Room on the ninth floor of Ashbel Smith Hall on Thursday morning (February 12) and also on Thursday afternoon following the meeting of the Land and Investment Committee (2:35 p. m.) 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. (Page 4)

In response to Chairman Powell's inquiry as to whether any Regent desired to comment on any of the items discussed, the following were acted upon:

Litigation

U. T. SYSTEM: SETTLEMENT WITH EXXON CORPORATION FOR DISPUTED CLAIMS THROUGH DECEMBER 31, 1979, ON UNIVERSITY LANDS, BLOCK 16 SURVEY, WARD COUNTY, TEXAS. -- Upon motion of Regent Rhodes, seconded by Regent Richards, approval was given to a settlement with Exxon Corporation in the amount of \$650,000 for disputed claims through December 31, 1979, on University Lands, Block 16 Survey, Ward County, Texas.

FILE NO. L.
 DOCUMENT X
 REMARKS ---

Insurance Malpractice

U. T. HEALTH SCIENCE CENTER - HOUSTON: SETTLEMENT OF MALPRACTICE LITIGATION - HELENE MILLER CASE. -- Regent Newton moved that the Office of General Counsel and Mr. Charles Parker, the attorney hired under the medical malpractice plan to represent the doctors in the Helene Miller case, be instructed to proceed to attempt to arrive at a settlement in accordance with the terms as outlined and recommended to the Board in Executive Session. The motion was duly seconded and carried by unanimous vote.

FILE NO. L.
 DOCUMENT ---
 REMARKS ---

OTHER MATTERS

President Selection Committee

U. T. TYLER: RESIGNATION OF PRESIDENT JAMES H. STEWART, JR., AND DESIGNATION OF REGENTAL REPRESENTATIVES AND CHIEF ADMINISTRATIVE OFFICERS FOR ADVISORY COMMITTEE FOR SELECTION OF CHIEF ADMINISTRATIVE OFFICER (PRESIDENT)(REGENTS' RULES AND REGULATIONS, PART ONE, CHAPTER II, SECTION 4.11). -- Chairman Powell reported that Dr. James H. Stewart, Jr., had submitted his resignation as President of The University of Texas at Tyler effective August 31, 1981. In accordance with the Regents' Rules and Regulations, Part One, Chapter II, Section 4.11, Chairman Powell named the following Regental Representatives and Chief Administrative Officers to serve on the Advisory Committee for the Selection of a Chief Administrative Officer (President) at The University of Texas at Tyler and stated that Chancellor Walker as Chairman of the committee would announce the other members at a later date:

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FILE NO. _____
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REMARKS _____

Board of Regents

Regent Jane Weinert Blumberg (Mrs. Roland K.) ✓
Regent Tom B. Rhodes ✓
Regent Howard N. Richards ✓

Chief Administrative Officers

Dr. V. R. Cardozier, President, The University of Texas
of the Permian Basin
Dr. Bryce Jordan, President, The University of Texas
at Dallas
Dr. Wendell H. Nedderman, President, The University of
Texas at Arlington

The full membership of this committee will be reported for the record at a subsequent meeting.

ANNOUNCEMENTS BY CHANCELLOR WALKER. -- For the information of the Board, Chancellor Walker announced that the following committees would meet on the dates indicated:

FILE NO. 6
DOCUMENT _____
REMARKS _____

February 19, 1981, the Subcommittee on Budget and Oversight of the House Higher Education Committee

March 9, 1981, at 2:00 p. m., the Senate Finance Committee

U. T. AUSTIN: ESTABLISHMENT OF THE JACK S. JOSEY CHAIR IN SCIENCE FROM FUNDS PLEDGED BY THE ROBERT A. WELCH FOUNDATION. -- Chancellor Walker recommended that approval be given to:

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FILE NO. 1001
DOCUMENT _____
REMARKS _____

1. Establish the Jack S. Josey Chair in Science at The University of Texas at Austin from funds pledged by The Robert A. Welch Foundation with an initial payment of \$300,000 prior to August 31, 1981, and additional payments out of the annual yearly income, as income permits, in an aggregate amount of \$1,000,000, provided such grants do not contravene Federal or State laws pertaining to The Robert A. Welch Foundation

2. Authorize the appropriate System and Component Officials to finalize the details of this endowment with the Trustees of the Foundation
3. Authorize President Flawn to make an appointment to this Chair prior to the April meeting

Upon motion of Vice-Chairman Fly, seconded by Regent Richards, this recommendation was approved without objection.

ADJOURNMENT. -- There being no further business, the meeting was adjourned at 10:15 a. m.

Betty Anne Thedford

February 20, 1981