

Meeting No. 792

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

VOLUME XXX - D

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April 14-15, 1983

Austin, Texas

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Election of Officers to Be Effective Upon Adjournment of This Meeting - (a) Jon P. Newton, Chairman; (b) Robert B. Baldwin III, Vice-Chairman; (c) Janey Briscoe, Vice-Chairman; and (d) Arthur H. Dilly, Executive Secretary ( <u>Regents' Rules and Regulations</u> , Part One, Chapter I, Sections 3, 4 and 5)	97
VI. SCHEDULED MEETING	97

MEETING NO. 792

THURSDAY, APRIL 14, 1983.--The members of the Board of Regents of The University of Texas System convened in regular session at 1:05 p.m. on Thursday, April 14, 1983, in the Regents' Meeting Room on the ninth floor of Ashbel Smith Hall in Austin, Texas, with the following in attendance:

ATTENDANCE.--

<u>Present</u>	<u>Absent</u>
Chairman Powell, presiding	
Vice-Chairman Rhodes	
Regent Baldwin	
Regent Briscoe	
Regent Hay	
Regent Milburn	
Regent Newton	
Regent Richards	
Regent Yzaguirre	

Executive Secretary Dilly

Chancellor Walker  
Executive Vice Chancellor Jordan  
Executive Vice Chancellor Mullins

[On March 18, 1983, Governor Mark White named the following to membership on the Board of Regents of The University of Texas System for terms to expire on January 10, 1989:

Mr. Robert B. Baldwin III, Austin, Texas, to replace Mr. Hilary B. Doran, Jr. of Del Rio, Texas, whose appointment was returned to Governor White by the Senate of Texas on January 20, 1983.

Mr. Mario Yzaguirre, Brownsville, Texas, to replace Mr. Sam Barshop of San Antonio, Texas, who was not confirmed by the Senate of Texas on March 17, 1983.

On April 5, 1983, Governor White named Mr. Jess Hay, Dallas, Texas, to membership on the Board. Mr. Hay will replace Governor John B. Connally of Houston, Texas, whose appointment was returned to Governor White by the Senate of Texas on January 20, 1983.

Each of the above was confirmed by the Senate of Texas on April 7, 1983, and took the oath of office on April 12, 1983.]

Chairman Powell announced a quorum present and called the meeting to order. On behalf of the Board, the officials of U. T. System Administration and the component institutions of The University of Texas System, Chairman Powell welcomed Regents Baldwin, Hay and Yzaguirre to membership on the U. T. Board of Regents and stated that the Board looked forward to their counsel in the governance of the U. T. System.



U. T. Austin

In the excused absence of President Flawn, Vice President for Administration Mettlen introduced:

Faculty Representative: Dr. John Durbin, Chairman  
Faculty Senate

Student Representatives: Mr. Mitchell R. Kreindler  
President, Students'  
Association  
Ms. Laura Fisher, General  
Reporter, The Daily Texan  
Ms. Julie Vowell, Newswriter  
The Daily Texan

U. T. Dallas

President Rutford introduced:

Faculty Representative: Dr. Murray Leaf, Secretary  
of the Academic Senate

Student Representatives: Mr. Mike Sullins, Outgoing  
President, Student Congress  
Mr. Kimball Smith, President-  
elect, Student Congress  
Mr. Peat Alford III, Vice  
President-elect, Student  
Congress

U. T. Permian Basin

Acting President Rippey introduced:

Faculty Representative: Dr. Sean A. Kelleher, Associ-  
ate Professor, Government  
and President, Faculty  
Senate

U. T. San Antonio

President Wagener introduced:

Faculty Representative: Dr. Richard A. Diem, Asso-  
ciate Professor, Division  
of Education; Member,  
University Standing Com-  
mittees: Building Advisory  
Committee and Committee  
on Teacher Education

Student Representative: Mr. Gino Levine, Member  
University Center Program  
Council

U. T. Tyler

President Hamm introduced:

Faculty Representative: Dr. W. Allen Martin, Asso-  
ciate Professor, Sociology

Student Representative: Mr. André Hall, Secretary  
Student Association and  
President, Student Foundation

U. T. Institute of Texan Cultures - San Antonio

Executive Director Maguire introduced:

Staff Representatives: Lt. Gen. John R. McGiffert (Ret.)  
Administrator  
Mrs. Pat Maguire, Director  
of Development

U. T. Medical Branch - Galveston

President Levin introduced:

Faculty Representative: Elizabeth Knebel, R.N., M.S.  
Associate Dean and Assis-  
tant Professor, U. T.  
Nursing School - Galveston

Student Representative: Ms. Linda Sue Guerra, Semes-  
ter 3 Student, U. T. Nursing  
School - Galveston

U. T. Health Science Center - San Antonio

President Harrison introduced:

Faculty Representative: Dr. John Jones, Assistant  
Professor, Prosthodontics

Student Representative: Ms. Janice Stanton, Graduate  
Student Body President,  
U. T. Nursing School -  
San Antonio

U. T. Cancer Center

President LeMaistre introduced:

Faculty Representative: Dr. Gordon Eugene King, Head  
Department of Dental Oncology

Student Representative: Dr. Christopher Smith, Resi-  
dent, Dental Oncology

RECESS FOR EXECUTIVE SESSION.--At 9:10 a.m., Chairman Powell announced that the Board would recess for an Executive Session to continue its discussion of 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.

RECONVENE.--At 10:10 a.m., the Board reconvened in open session and Chairman Powell called for the reports and recommendations of the Standing Committees.

REPORTS AND RECOMMENDATIONS OF STANDING COMMITTEES

REPORT OF EXECUTIVE COMMITTEE (Pages 5 - 21).--In compliance with Section 7.14 of Chapter I of Part One of the Regents' Rules and Regulations, Chairman Powell reported to the Board for ratification and approval all actions taken by the Executive Committee since the last meeting. Unless otherwise indicated, the recommendations of the Executive Committee were in all things approved as set forth below:

1. U. T. Austin: Balcones Research Center - Central Chilling Station (Project No. 102-523A) - Award of Construction Contract to J. C. Evans Construction Co., Inc., Austin, Texas; Award of Equipment Purchase Contract to The Trane Company, La Crosse, Wisconsin; and Revised Total Project Cost (Exec. Com. Letter 83-17).--Upon recommendation of the Executive Committee, the Board:

- a. Awarded a construction contract for the Central Chilling Station at the Balcones Research Center of The University of Texas at Austin to the lowest responsible bidder, J. C. Evans Construction Co., Inc., Austin, Texas, as follows:

Base Bid	\$2,445,000
Alternate No. 1 (Concrete Screen)	<u>60,000</u>
Total Contract Award	<u>\$2,505,000</u>

- b. Awarded a purchase contract for three (3) Water Chilling Refrigeration Units for the Central Chilling Station at the Balcones Research Center to the lowest responsible bidder, The Trane Company, La Crosse, Wisconsin, as follows:

Base Bid No. 1, Unit 1 (500 Tons)	\$ 92,302
Alternate No. 2B, Units 2 & 3 (Two 1,200 Ton Units @ \$174,190 each)	<u>348,380</u>
Total Contract Award	<u>\$440,682</u>

- c. Approved a revised total project cost of \$3,341,087 to cover the contract awards, fees, furniture and equipment, and related project expenses (The previously authorized total project cost had been \$3,752,659.)

2. U. T. Austin: Balcones Research Center - Bureau of Economic Geology - Research and Administration Building (Project No. 102-525A) - Award of Construction Contract to B. B. Andersen Construction Co., Inc., Topeka, Kansas, Revised Total Project Cost and Plaque Inscription (Exec. Com. Letter 83-20).--The Executive Committee recommended and the Board:

- a. Awarded a construction contract for the Bureau of Economic Geology - Research and Administration

Building at the Balcones Research Center of The University of Texas at Austin to the lowest responsible bidder, B. B. Andersen Construction Co., Inc., Topeka, Kansas, in the amount of the Base Bid of \$5,237,777

Regent Milburn abstained from voting on this matter due to a possible conflict of interest.

- b. Approved a revised total project cost of \$8,306,348 to cover the contract award, fees, furniture and equipment, and related expenses (The previously authorized total project cost had been \$10,881,011.)
- c. Approved the inscription set forth below for a plaque to be placed on the building. This inscription follows the standard pattern approved by the U. T. Board of Regents on June 1, 1979.

BUREAU OF ECONOMIC GEOLOGY  
RESEARCH AND ADMINISTRATION BUILDING

1983

BOARD OF REGENTS

James L. Powell, Chairman  
Tom B. Rhodes, Vice-Chairman  
Sam Barshop  
Janey Briscoe  
(Mrs. Dolph)  
John Bowden Connally  
Hilary B. Doran, Jr.  
Beryl Buckley Milburn  
Jon P. Newton  
Howard N. Richards

E. D. Walker  
Chancellor, The University  
of Texas System  
Peter T. Flawn  
President, The University  
of Texas at Austin

Barnes Landes Goodman & Youngblood  
Project Architect  
B. B. Andersen Construction Co., Inc.  
Contractor

3. U. T. Austin: Balcones Research Center - Bureau of Economic Geology - Repository and Minerals Studies Laboratory Building (Project No. 102-525B) - Award of Construction Contract to Pickus Construction Co., Inc., Dallas, Texas, Revised Total Project Cost, and Plaque Inscription (Exec. Com. Letter 83-19).--The Board, upon recommendation of the Executive Committee:

- a. Awarded a construction contract for the Bureau of Economic Geology - Repository and Minerals Studies Laboratory Building at the Balcones Research Center of The University of Texas at Austin to the lowest responsible bidder, Pickus Construction Co., Inc., Dallas, Texas, as follows:

Base Bid	\$5,035,000
Alternate No. 1 (Structural Framing System by Pre-Engineered Metal Building Fabricator)	
Deduct	( 42,500)
Total Contract Award	<u>\$4,992,500</u>

Regent Milburn abstained from voting on this matter due to a possible conflict of interest.

- b. Approved a revised total project cost of \$7,708,108 to cover the contract award, fees, furniture and equipment, and related expenses (The previously authorized total project cost had been \$8,994,741.)
- c. Approved the inscription set forth below for a plaque to be placed on the building. This inscription follows the standard pattern approved by the U. T. Board of Regents on June 1, 1979.

BUREAU OF ECONOMIC GEOLOGY  
REPOSITORY AND MINERALS STUDIES LABORATORY

1983

BOARD OF REGENTS

James L. Powell, Chairman  
Tom B. Rhodes, Vice-Chairman  
Sam Barshop  
Janey Briscoe  
(Mrs. Dolph)  
John Bowden Connally  
Hilary B. Doran, Jr.  
Beryl Buckley Milburn  
Jon P. Newton  
Howard N. Richards

E. D. Walker  
Chancellor, The University  
of Texas System  
Peter T. Flawn  
President, The University  
of Texas at Austin

Barnes Landes Goodman & Youngblood  
Project Architect  
Pickus Construction Co., Inc.  
Contractor

- 4. U. T. Austin: George Kozmetsky Center for Business Education - Phase II (Project No. 102-481) - Award of Contracts for Furniture and Furnishings for Temporary Offices to Stewart Office Supply Company, Inc., Dallas, Texas; Commercial Drywall, Inc., Austin, Texas; Business Products & Services, Inc., El Paso, Texas; Carpet Services, Inc., Austin, Texas; and E. G. Jenkins Company, Dallas, Texas (Exec. Com. Letter 83-21). --Upon recommendation of the Executive Committee, the Board awarded contracts for furniture and furnishings for temporary offices for the George Kozmetsky Center for Business Education - Phase II at The University of Texas at Austin to the following lowest responsible bidders:

Stewart Office Supply Company, Inc.  
Dallas, Texas

Base Proposal "A"  
(Wood Bookcases) \$ 48,025.92

Commercial Drywall, Inc.  
Austin, Texas

Base Proposal "B"  
(Movable Walls) 15,469.00

Business Products & Services, Inc.  
El Paso, Texas

Base Proposal "C"  
(New and Existing Office  
Landscape) 199,362.55

Carpet Services, Inc.  
Austin, Texas

Base Proposal "D"  
(Carpet Tiles) \$ 5,740.00

E. G. Jenkins Company  
Dallas, Texas

Base Proposal "E"  
(Draperies) 670.00

Total Contract Awards \$269,267.47

5. U. T. Austin: Center for Electromechanics - Approval of an Exclusive Patent License Agreement to OIME, Inc., Odessa, Texas (Exec. Com. Letter 83-19).--Upon recommendation of the Executive Committee and with the concurrence of the Board, an exclusive patent license agreement, as set forth on Pages 8 - 19, was granted to OIME, Inc., Odessa, Texas. This agreement relates to inventions developed at the Center for Electromechanics at The University of Texas at Austin.

PATENT LICENSE AGREEMENT

THIS AGREEMENT is made by and between the BOARD OF REGENTS, THE UNIVERSITY OF TEXAS SYSTEM, an agency of the State of Texas 201 West 7th Street, Austin, Texas 78701, (hereinafter referred to as "UNIVERSITY") and OIME, Inc., an Oklahoma corporation, Highway 80, East, P. O. Box 4578, Odessa, Texas 79760 (herein-after referred to as "LICENSEE"),

W I T N E S S E T H:

Whereas UNIVERSITY owns certain PATENTS related to the LICENSED SUBJECT MATTER listed in Attachment A;

Whereas UNIVERSITY also owns TECHNOLOGY related to the LICENSED SUBJECT MATTER;

Whereas UNIVERSITY wishes to have the inventions covered by the PATENTS and included in the TECHNOLOGY developed and used for the benefit of the inventor, UNIVERSITY, and the public as outlined in the Patent Policy promulgated by the aforementioned Board of Regents; and

Whereas LICENSEE wishes to obtain a license under such

PATENTS and TECHNOLOGY to practice such inventions.

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

I. EFFECTIVE DATE

This Agreement shall be effective as of February 1, 1983.

II. DEFINITIONS

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

2.1 LICENSED SUBJECT MATTER shall mean homopolar generators developed by the Center for Electromechanics at the University of Texas at Austin.

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

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

2.4 LICENSED PRODUCT(S) shall mean any product(s) covered by one or more claims of the PATENTS or produced by a method covered by one or more claims of such PATENTS, or utilizing any TECHNOLOGY.

2.5 SALE(S) (or SOLD) shall mean any disposition of a LICENSED PRODUCT for value to a party other than LICENSEE or a sublicensee hereunder.

2.6 GROSS SALES shall mean LICENSEE'S billings on SALES of LICENSED PRODUCTS and components or replacement parts therefor which are LICENSED PRODUCTS less any customary discounts (such as

O.E.M.) allowed and actually taken, sales and/or use tax, import or export duties or their equivalent, outbound transportation prepaid or allowed, insurance, installation charges or charges for extended warranty or service contracts, amounts allowed or credited due to returns (not exceeding the original billing) and the imputed interest factor under any lease. GROSS SALES shall not be reduced due to commissions, taxes other than sales and/or use taxes, or import or export duties.

2.7 SERVICE CONTRACT shall mean that certain agreement between the parties hereto effective February 1, 1983, under which consulting and other services are provided to OIME by UNIVERSITY through the Center for Electromechanics at the University of Texas at Austin.

### III. WARRANTY; SUPERIOR OBLIGATIONS

3.1 UNIVERSITY represents and warrants that it is the owner of the entire right, title, and interest in and to PATENTS and TECHNOLOGY, and that it has the sole right to grant licenses under such PATENTS and TECHNOLOGY and that it has not heretofore granted licenses thereunder to any other person.

3.2 LICENSEE understands that some of the PATENTS and TECHNOLOGY licensed hereunder were developed under a funding contract with the Government of the United States of America and that UNIVERSITY has certain obligations relative thereto. This Agreement is explicitly made subject to UNIVERSITY'S obligations under such contracts and to the extent that there is a conflict between any such contracts and this Agreement, the terms of such contracts shall prevail.

### IV. LICENSE

4.1 UNIVERSITY hereby grants to LICENSEE a license under its PATENTS and TECHNOLOGY having characteristics as follows:

- (a) worldwide exclusive to make, use and sell LICENSED PRODUCTS in the oil and gas industry.

(b) in North America an exclusive right to make LICENSED PRODUCTS and a non-exclusive right to use and sell LICENSED PRODUCTS.

(c) a non-exclusive license outside North America to make, use and sell LICENSED PRODUCTS in fields other than the oil and gas industry.

4.2 LICENSEE shall have the right to grant sublicenses consistent with this Agreement provided that LICENSEE shall be responsible for the operations of its sublicensee relevant to this Agreement as if such operations were carried out by LICENSEE, including the payment of royalties whether or not paid to LICENSEE by the sublicensee; and provided further that LICENSEE shall consult with UNIVERSITY through the Center for Electromechanics at the University of Texas at Austin as to technical feasibility of any proposal prior to granting any such sublicense. LICENSEE shall have the obligation to non-exclusively sublicense in accordance with this Agreement the right to make LICENSED PRODUCTS in any field outside the oil and gas industry to any company in North America identified by UNIVERSITY which desires such right and to whom OIME is unwilling or unable to meet the demand of such company for LICENSED PRODUCTS on reasonable delivery terms.

4.3 The parties recognize that LICENSEE may encounter patents held by third parties which are superior to both UNIVERSITY'S and LICENSEE'S PATENTS and that a cross-license between LICENSEE and such a third party may be necessary in order to enable LICENSEE to market LICENSED PRODUCTS. In that event LICENSEE has the right to enter into cross-licensing agreements with third parties and to grant crosslicenses under any and all of the PATENTS, provided:

(a) UNIVERSITY is consulted beforehand and is reasonably satisfied that the third party does in fact hold a patent that limits LICENSEE'S competitiveness in marketing LICENSED PRODUCTS;

(b) The rights received by LICENSEE under such a cross-licensing agreement substantially cover LICENSED PRODUCTS and are not directed to other products;

(c) UNIVERSITY incurs no financial or legal liabilities under the cross-license;

(d) Any money or the value of any equipment received by LICENSEE in exchange for such cross-license is treated as GROSS SALES for LICENSED PRODUCT;

(e) The cross-license provides that UNIVERSITY has the option of terminating any rights thereunder for any reason.

(f) Nothing contained in this paragraph 4.3 shall prevent LICENSEE from granting a sublicense under paragraph 4.2 of this Agreement.

4.4 UNIVERSITY specifically retains the right to:

(a) Publish the general scientific findings from research related to PATENTS and TECHNOLOGY; and

(b) use PATENTS and TECHNOLOGY for research, teaching, and other UNIVERSITY purposes.

4.5 In the event that LICENSEE has not commercialized a LICENSED PRODUCT within three (3) years of the date of this Agreement, UNIVERSITY shall have the right to reduce the license granted hereunder to non-exclusive by giving LICENSEE thirty (30) days written notice.

4.6 After five (5) years from the date of this Agreement, UNIVERSITY shall have the right, upon thirty (30) days written notice, to reduce the license granted hereunder to non-exclusive in any political jurisdiction in which LICENSEE has failed to commercialize or continue to commercialize a LICENSED PRODUCT.

4.7 During the term of this Agreement and for a period of five (5) years thereafter, LICENSEE shall not disclose any TECHNOLOGY to third parties without the express written consent of

UNIVERSITY except to the extent that such TECHNOLOGY:

(a) is or later becomes part of the public domain through no fault of LICENSEE;

(b) was in the possession of LICENSEE prior to receipt from UNIVERSITY; or

(c) is received from a third party having no obligations of confidentiality to UNIVERSITY. This provision shall survive termination of this Agreement.

(d) is sublicensed under the terms of this Agreement.

4.8 UNIVERSITY shall disclose to LICENSEE under appropriate confidentiality agreements future developments relating to LICENSED SUBJECT MATTER. LICENSEE shall have an option for three (3) months from the date of disclosure thereof to notify UNIVERSITY in writing that it desires to add such developments to LICENSED SUBJECT MATTER subject to the terms of this Agreement.

#### V. PAYMENTS AND REPORTS

5.1 Upon execution of this Agreement LICENSEE shall pay UNIVERSITY the sum of \$6,530.50.

5.2 LICENSEE shall pay UNIVERSITY a royalty of six percent (6%) of its or its sublicensee's GROSS SALES of LICENSED PRODUCTS. Such royalty shall be due for the calendar quarter in which the LICENSED PRODUCT is delivered.

5.3 During the Term of this Agreement and for one (1) year thereafter, LICENSEE shall keep complete and accurate records of its and its sublicensee's SALES of LICENSED PRODUCTS under the license granted in this Agreement in sufficient detail to enable the royalties payable under Paragraph 5.1 to be determined. LICENSEE shall permit UNIVERSITY or its representatives, at UNIVERSITY'S expense, to periodically examine its books, ledgers, and records during regular business hours for the purpose of and to the extent necessary to verify any report required under this Agreement.

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

5.5 All amounts payable hereunder by LICENSEE shall be payable in United States funds without deductions for taxes, (unless such deductions are required by law), assessments, fees, or charges of any kind.

5.6 In the event that LICENSEE, during any full calendar year under this Agreement beginning January 1, 1986, fails to pay royalties in the minimum amount of \$100,000 or fails to make a cash payment to cover any deficit in such royalties below such minimum amount, then UNIVERSITY shall have the right upon 30 days written notice to reduce the license granted hereunder to non-exclusive.

5.7 If all the patent applications listed in Attachment A do not issue as United States patents and such applications have been finally rejected by an administrative body or court from which no appeal can be taken, or if UNIVERSITY loses its rights to the inventions upon which such applications are based, then UNIVERSITY and LICENSEE shall reopen negotiations as to the royalty rate specified in Paragraph 5.2 upon written notification that the foregoing is actually affecting LICENSEE'S competitive position relative to LICENSED PRODUCTS.

5.8 LICENSEE shall reimburse UNIVERSITY for all its out-of-pocket expenses subsequently incurred in filing, prosecuting and maintaining PATENTS exclusively licensed hereunder and shall pay all such future expenses so long as and in such countries as its license remains exclusive. In countries other than the United States, LICENSEE shall have the right to request that UNIVERSITY file patent applications therein to the extent that such coverage is available. In any country in which UNIVERSITY desires patent protection but in which LICENSEE does not pay the expenses thereof, the license granted hereunder in such country will become non-exclusive.

5.9 OIME shall be relieved of the obligation to pay up to \$50,000 in royalties to the extent that such amount is used to make payments under the SERVICE CONTRACT, and such amount shall be applied to the minimum royalty requirement of Paragraph 5.6.

#### VI. TERM AND TERMINATION

6.1 The Term of this Agreement shall extend from the Effective Date set forth in Article I to the full end of the term or terms for which PATENTS or extensions thereof are granted (determined on a country-by-country basis) or if no PATENTS are the subject of this Agreement, for a term of 20 years.

6.2 This Agreement will earlier terminate:

(a) automatically if LICENSEE shall become bankrupt or insolvent and/or if the business of LICENSEE shall be placed in the hands of a receiver, assignee, or trustee, whether by voluntary act of LICENSEE or otherwise;

(b) upon ninety (90) days written notice if LICENSEE shall breach or default on any obligation under this License Agreement; provided, however, LICENSEE may avoid such termination if before the end of such period LICENSEE notifies UNIVERSITY that such breach has been cured and states the manner of such cure.

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

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

#### VII. INFRINGEMENT

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

7.2 If LICENSEE fails to bring suit to prevent any infringement or any allegedly infringing use of which it has knowledge within six (6) months after such knowledge, UNIVERSITY shall have the right after notice to LICENSEE of its intention to do so, to bring suit against the accused infringer in the name of UNIVERSITY, and LICENSEE shall join any such suit as a named party if required. Any such suit brought by UNIVERSITY shall be financed solely by UNIVERSITY, and any recovery therefrom shall belong to and be the sole property of UNIVERSITY.

7.3 In any suit or dispute involving an infringer, the parties shall cooperate fully, and upon the request and at the expense of the party bringing suit, the other party shall make

available to the party bringing suit all relevant records, papers, information, samples, specimens, and the like which may be relevant and in its possession.

#### VIII. ASSIGNMENT

This Agreement may not be assigned by LICENSEE without the prior written consent of UNIVERSITY; provided that LICENSEE may assign this Agreement to any purchaser or transferee of all or substantially all of LICENSEE'S business upon prior written notice to UNIVERSITY.

#### IX. PATENT MARKING

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

#### X. GENERAL

10.1 Except for the SERVICE CONTRACT this Agreement constitutes the entire and only agreement between the parties relating to PATENTS and TECHNOLOGY, and all prior negotiations, representations, agreements, and understandings are superseded hereby. No agreements altering or supplementing the terms hereof may be made except by means of written documents signed by the duly authorized representatives of the parties.

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

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

ATTN: System Patent Office

or in the case of LICENSEE to:

OIME, INC.  
P. O. Box 4578  
Odessa, Texas 79760

ATTN: President

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

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

10.4 Failure of UNIVERSITY to enforce a right under this Agreement shall not act as a waiver of that right or the ability to later assert that right relative to the particular situation involved.

10.5 Headings included herein are for convenience only and shall not be used to construe this Agreement.

10.6 If any provision of this Agreement shall be found by a court to be void, invalid or unenforceable, the same shall either be reformed to comply with applicable law or stricken if not so conformable, so as not to affect the validity or enforceability of this Agreement.

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

BOARD OF REGENTS,  
THE UNIVERSITY OF TEXAS SYSTEM

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

By *Chitt Walker*  
Chancellor

Date February 14, 1983

APPROVED AS TO FORM:

By *M. Lee Nunn*  
Office of General Counsel

OIME, INC.

By *W. H. ...*

Title President

Date 2/12/83

ATTACHMENT A

PATENT APPLICATIONS

<u>File No.</u>	<u>Ser. No.</u>	<u>Title</u>	<u>Inventor(s)</u>
UTSB048	381,926	Brush Mechanism for Homopolar Generator	William Weldon John Gully William A. Walls
UTSB049	381,925	Brush Actuator for Homopolar Generator	William Weldon John Gully Kurth Bousman
UTSB050	381,928	Rotor Assembly for Homopolar Generator	William Weldon John Gully Mark Pichot
UTSB051	381,927	Homopolar Generator Power Supply	William Weldon John Gully

6. U. T. Austin: Salary Increases that Under Budget Rules and Procedures No. 2 Require Advance Regental Approval (Exec. Com. Letter 83-16).--The Executive Committee recommended and the Board approved the following salary increases at The University of Texas at Austin:

University Development Office

- 1a. Increase the annual salary rate of John C. Halton, Associate Director, from \$25,575 to \$38,000, effective January 1, 1983.

Source of Funds: Departmental Salaries

(RBC# 1402)

- 1b. Increase the annual salary rate of Margaret S. Morgan, Assistant Director, from \$24,328 to \$30,000, effective January 1, 1983.

Source of Funds: Departmental Salaries

(RBC# 1403)

7. U. T. Permian Basin: Student Housing - Approval to Submit a Bid to Exxon Corporation to Purchase Mobile Home Units and Appropriation Therefor (Exec. Com. Letter 83-18).--In order to provide additional student housing at The University of Texas of the Permian Basin, the Executive Committee recommended and the Board:

- a. Approved submission of a bid to Exxon Corporation for the purchase of Mobile Home Units at a cost not to exceed \$17,000 per unit
- b. Appropriated \$325,000 from the Student Housing Auxiliary Fund Account

8. U. T. Health Science Center - Dallas: Authorization to Conduct a Feasibility Study to Be Funded with a Gift from the Zale Foundation to Determine the Best Method to Provide Hospitalization for Referred Private Patients (Exec. Com. Letter 83-18).--To determine the best method of providing hospitalization for private patients referred to the clinical faculty of the U. T. Southwestern Medical School - Dallas, the Board, upon recommendation of the Executive Committee, authorized The University of Texas Health Science Center at Dallas to conduct a feasibility study to evaluate various methods through which this need can be met, including determination of the facilities needed, best location for such facilities, proper governance, administrative/management and funding for the facilities.

The cost of the study will be paid from gift funds provided by the Zale Foundation.

After the study is completed, a further recommendation will be made to the U. T. Board of Regents.

9. U. T. Health Science Center - Dallas: Salary Increase that Under Budget Rules and Procedures No. 2 Requires Advance Regental Approval (Exec. Com. Letter 83-16).--The Board concurred in the recommendation of the Executive Committee and approved the following salary increase at The University of Texas Health Science Center at Dallas:

Surgery

Increase the total compensation of Dr. James B. Montgomery, Assistant Professor of Orthopedic Surgery (Non-tenure) from \$60,000 to \$72,000, effective January 1, 1983.

Source of Funds:

State Funds: Surgery Faculty Salaries -  
\$48,328

Other than State: Paid Direct - V.A.  
Hospital - \$11,672  
MSRDP Grant - \$12,000

(RBC# 261)

10. U. T. Medical Branch - Galveston (U. T. Hospitals - Galveston): Ambulatory Care Center (Project No. 601-335) - Additional Appropriation for Increase in Project Costs (Exec. Com. Letter 83-18).--It was reported that during the construction of the Ambulatory Care Center at The University of Texas Medical Branch at Galveston, additional project costs had accrued in the amount of \$700,000, which were attributable to changed conditions encountered in site preparation, contractual difficulties in working with utility companies, design errors and omissions and authorized changes in scope. Upon recommendation of the Executive Committee, the Board authorized an additional appropriation of \$700,000 from proceeds of Permanent University Fund Bonds to cover these increased project costs.

11. U. T. Health Science Center - Houston: Faculty Student Housing - Authorization to Accept Modular Housing Units from Atrium Structure, Inc., Indianapolis, Indiana (Exec. Com. Letter 83-18).--The Board concurred in the recommendation of the Executive Committee and accepted the gift of a modular housing system consisting of four modular units valued at \$200,000, including installation on foundation, from Atrium Structure, Inc., Indianapolis, Indiana.

This modular house system will be used for faculty student housing at The University of Texas Health Science Center at Houston and will be located on the 100-acre site south of the main campus where student faculty housing is currently located.

12. U. T. Health Science Center - San Antonio: Salary Increase that Under Budget Rules and Procedures No. 2 Requires Advance Regental Approval (Exec. Com. Letter 83-16).--Upon recommendation of the Executive Committee, the Board approved the following salary increase at The University of Texas Health Science Center at San Antonio:

Oral and Maxillofacial Surgery

Increase the total compensation of Dr. Melvin F. Dolwick, Associate Professor (Tenure) from \$56,780 to \$62,500, effective January 1, 1983.

Source of Funds:

State Funds: Oral and Maxillofacial Surgery -  
Teaching Salaries - \$57,000  
Other than State: MSRDP Funds - \$5,500

(RBC# 173)

13. U. T. Cancer Center: Salary Increase that Under Budget Rules and Procedures No. 2 Requires Advance Regental Approval (Exec. Com. Letter 83-18).--The Board, upon recommendation of the Executive Committee, approved the following salary increase at The University of Texas System Cancer Center:

Bone Marrow Transplantation - Research

Increase the total compensation of Dr. Christopher L. Reading, Assistant Biologist and Assistant Professor of Tumor Biology (Non-tenure) from \$30,500 to \$39,000, effective February 1, 1983.

Source of Funds: Departmental Professional Salaries

(RBC# 160)

REPORT AND RECOMMENDATIONS OF THE FINANCE AND AUDIT COMMITTEE (Pages 22-23).--Committee Chairman Rhodes reported that the Finance and Audit Committee had met in open session on Thursday, April 14, 1983, to consider those matters on its agenda and to formulate recommendations for the U. T. Board of Regents. Unless otherwise indicated, all actions set forth in the Minute Orders which follow were recommended by the Finance and Audit Committee and approved in open session and without objection by the U. T. Board of Regents:

1. U. T. System: Docket No. 9 of the Office of the Chancellor (Catalog Change).--Upon the recommendation of the Finance and Audit Committee, the Board approved Docket No. 9 of the Office of the Chancellor in the form distributed by the Executive Secretary. It is attached following Page 97 in the official copies of the Minutes and is made a part of the record of this meeting.

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

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

2. U. T. System: Authorization to Conduct a Feasibility Study of a Proposed Telecommunication Network.--In April 1982, Chancellor Walker appointed representatives of all The University of Texas System institutions to a U. T. System Committee on Telecommunication. In December 1982, this committee, chaired by Dr. Robert Jeffrey, Dean of the College of Communication at The University of Texas at Austin, presented its report which described a variety of instructional, research, public service, and administrative telecommunication needs and recommended the establishment of a system-wide telecommunication network.

Upon the recommendation of the Academic Affairs, Health Affairs and Finance and Audit Committees, the Board authorized The University of Texas System Administration to conduct an engineering feasibility study, in conjunction with The Texas A&M University System, to analyze the technical options and financial aspects of a proposed telecommunication network. It was reported that proposals will be accepted from individuals and firms to conduct this feasibility study. After evaluation of the proposals, a further recommendation will be made to the U. T. Board of Regents for its consideration.

Committee Chairman Rhodes reported that the following items which required consideration by the Finance and Audit Committee prior to formal action by the Buildings and Grounds Committee were approved as recommended:

1. U. T. Austin: Balcones Research Center - Site Development and Utility Distribution  
See Page 70, Item 7.
2. U. T. Austin: Central Chilling Station No. 5  
See Page 71, Item 8.
3. U. T. Medical Branch - Galveston (U. T. Medical School - Galveston) - Clinical Sciences Building - Remodeling for the Department of Medical Records  
See Page 73, Item 10.

4. U. T. Medical Branch - Galveston (U. T. Medical School - Galveston) - Keiller Building - Remodeling for Pathology Department  
See Page 73, Item 11.
5. U. T. Medical Branch - Galveston: Laundry Building Remodeling  
See Page 74, Item 12.
6. U. T. Medical Branch - Galveston (U. T. Hospitals - Galveston) - John W. McCullough Outpatient Clinic Building - Remodeling for the Department of Radiation Oncology  
See Page 75, Item 13.
7. U. T. Medical Branch - Galveston (U. T. Hospitals - Galveston) - Renovation of Graves Hospital (Phase II) for Psychiatric Support Services  
See Page 75, Item 14.
8. U. T. Cancer Center: The R. E. "Bob" Smith Research Building - Renovation to Provide Animal Care Facilities  
See Page 76, Item 15.
9. U. T. Cancer Center (U. T. Science Park) - Veterinary Resources Division at Bastrop: Veterinary Pathology Building  
See Page 76, Item 16.

REPORT AND RECOMMENDATIONS OF THE ACADEMIC AFFAIRS COMMITTEE (Pages 24-38).--Committee Chairman (Mrs.) Briscoe reported that the Academic Affairs Committee had met in open session on Thursday, April 14, 1983, to consider those matters on its agenda and to formulate recommendations for the U. T. Board of Regents. Unless otherwise indicated, all actions set forth in the Minute Orders which follow were recommended by the Academic Affairs Committee and approved in open session and without objection by the U. T. Board of Regents.

1. U. T. Arlington: Modification of U. T. System (Panhellenic Housing) Model Ground Lease Agreement for a Lease with the Delta Zeta Sorority.-- Upon the recommendation of the Academic Affairs Committee, the Board approved a lease agreement with the Delta Zeta Sorority at The University of Texas at Arlington based on the U. T. System (Panhellenic Housing) Model Ground Lease Agreement with the modifications listed below. The Model Ground Lease Agreement was approved by the U. T. Board of Regents on February 29, 1980, and is to be used in making long-term leases of System and component real property to local chapters of fraternities and sororities wishing to build chapter houses on University-owned property.

Modify Paragraph 1, Lease of Premises, to read as follows:

1. Lease of Premises: LESSOR, for and in consideration of the rents, covenants, and promises herein contained to be kept, performed, and observed by LESSEE, does hereby lease and demise to LESSEE, and LESSEE does hereby rent and accept from LESSOR, that real property, referred to hereinafter as "leased premises" and more particularly described in Exhibit "A", attached hereto and made a part hereof for all purposes; to have and to hold the leased premises, together with all rights, privileges, easements, appurtenances, and immunities belonging to or in any way appertaining thereto. On the commencement date of this Lease (as set forth in Paragraph Two below), LESSOR shall deliver the leased premises to LESSEE free and clear of all structures thereon.

Modify Paragraph 12, Limitation on Indebtedness; Purchase by Lessor, to read as follows:

12. Limitation on Indebtedness; Purchase by Lessor: Should LESSEE elect to mortgage its leasehold estate for the purpose of financing construction as provided in Paragraph Six (C) (I) above, the aggregate amount of all liens and encumbrances against such leasehold estate and improvements, whether voluntary or involuntary, shall never exceed seventy percent (70%) of the actual construction cost of such improvements.

If, at any time during the term of this lease, LESSEE should cease to exist as a local chapter of its fraternity or sorority, and should it not desire to assign or sublease its interest as provided in Paragraph Eight hereof, LESSOR may, but shall never be obligated to, purchase LESSEE's leasehold estate and the improvements thereon. The purchase price shall be the then current fair market value of said improvements as determined by an appraiser holding the designation M.A.I. or its then equivalent, less any liens which may then exist against such property. LESSOR may either purchase such estate subject to said indebtedness or, liquidate such balance at closing net of any prepayment penalties, at its option.

2. U. T. Arlington: Authorization to Establish a Master of Education in Teaching Degree and to Submit to the Coordinating Board for Approval (Catalog Change).--Authorization was given to establish a Master of Education in Teaching degree at The University of Texas at Arlington and to submit the proposal to the Coordinating Board, Texas College and University System for approval.

This program will provide a logical extension of the currently approved provisional teacher certification programs which have been offered since 1963 at U. T. Arlington. Current facilities, library, faculty, and financial resources are adequate to implement this program.

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

3. U. T. Arlington: E. H. Hereford University Center - (Project No. 301-552) - Acceptance of Project Analysis for Renovation and Expansion and Authorization for U. T. Arlington Administration to Pursue Financing of Project.--Upon the recommendation of the Academic Affairs Committee, the Board:

- a. Accepted the Project Analysis for the Renovation and Expansion of the E. H. Hereford University Center at The University of Texas at Arlington prepared by the Consulting Architect, Jarvis, Putty, Jarvis, Dallas, Texas
- b. Authorized the U. T. Arlington Administration to review options for financing of the project and bring recommendations to a future meeting of the U. T. Board of Regents

It was reported that no further Regental action is required pending further study and funding recommendations by U. T. Arlington Administration.

4. U. T. Arlington: Approval of Rate Increases for University-Owned Residence Halls (Dormitories), University Village (Formerly New Student Housing) and Other Apartments Acquired Through the Land Acquisition Program Effective Fall Semester 1983 (Catalog Change).--In order to remain consistent with inflationary trends and to meet anticipated increased operating costs for 1983-84, the Board approved the rate schedule set out on Pages 26-27 for University-Owned Residence Halls (Dormitories), University Village (Formerly New Student Housing), and other apartments acquired through the land acquisition program at The University of Texas at Arlington effective with the Fall Semester 1983.

It was ordered that the next catalog published at U. T. Arlington be amended to conform to this action.

The University of Texas at Arlington  
Rate Schedule for 1983-1984

University-Owned Residence Halls (Dormitories)

LONG SESSION

	<u>1983-1984</u> <u>Rates</u>
<u>Air Conditioned Halls</u>	
Lipscomb (North)	\$1,040
Trinity	1,040
<u>Non-Air Conditioned Halls</u>	
Lipscomb (South)	960
Pachl	900
Brazos	900

Effective  
September 1, 1983

SUMMER SESSION

<u>Air Conditioned Halls</u>	
Lipscomb (North)	\$370
Trinity	370
<u>Non-Air Conditioned Halls</u>	
Lipscomb (South)	330
Pachl	330
Brazos	330
Summer Groups	\$8.00 per night per person

Apartments

	<u>No. of</u> <u>Units</u>	<u>1983-84</u> <u>Rates</u>
<u>University Village</u> (Formerly New Student Housing)		
1 Bedroom (2 People)	80	\$270*
1 Bedroom (2 People)	28	290*
1 Bedroom (2 People)	12	285*
1 Bedroom (2 People)	4	310*
1 Bedroom (3 People)	4	340*
<u>Other Apartments**</u>		
<u>Complex</u>		
Border West		
1 Bedroom	18	\$270
2 Bedroom	19	355
Cooper South		
1 Bedroom	14	270
2 Bedroom	15	355

<u>Complex</u>	<u>No. of Units</u>	<u>1983-84 Rates</u>
West		
1 Bedroom	7	240*
2 Bedroom	7	320*
Pisces		
1 Bedroom	58	280
3 Bedroom	1	355
Capricorn		
1 Bedroom	48	270
1 Bedroom	4	280
Campus		
1 Bedroom	28	220*
3 Bedroom	1	300*
San Suz		
1 Bedroom	22	210*
2 Bedroom	1	305
Del Mar		
1 Bedroom	12	185*
Shelmar North		
1 Bedroom	12	180*
Shelmar South		
1 Bedroom	7	220
2 Bedroom	1	240
El Rancho		
1 Bedroom	16	215
Efficiency	4	190

\* Tenant pays electrical bills

\*\* These apartments were acquired through the land acquisition program for U. T. Arlington. Rates are based on size and condition of apartments in comparison with pricing schedules in the City of Arlington.

5. U. T. Austin: Establishment of the Texas Union Advisory Council (Regents' Rules and Regulations, Part One, Chapter VII, Section 3).--In accordance with the Regents' Rules and Regulations, Part One, Chapter VII, Section 3, an advisory council was authorized for the Texas Union at The University of Texas at Austin.

The advisory council will be composed of nine alumni of U. T. Austin, who will be appointed by the President with prior approval of the Office of the Chancellor and the U. T. Board of Regents, and the following ex officio members: Director of the Texas Union,

Chairman of the Texas Union Board of Directors, Chairman of the Texas Union Program Council, and Vice President for Student Affairs. Initial terms of alumni members will be determined after the formation of the advisory council.

Nominees to the advisory council will be recommended for Regental approval at a later date.

6. U. T. Austin: Approval to Locate Sculpture of a Texas Longhorn on the Little Campus.--On April 8, 1982, the U. T. Board of Regents accepted a bronze, life-size sculpture of a Texas Longhorn as a Centennial gift to The University of Texas at Austin. Upon recommendation of the Academic Affairs Committee, authorization was given by the U. T. Board of Regents to place the sculpture, which was commissioned by a group of student organizations, on the Little Campus at U. T. Austin. It was noted that the gift will likely be delivered to the campus during the summer of 1983.
  
7. U. T. Austin: Memorandum of Affiliation with the Veterans Administration Medical Center, Dallas, Texas.--The Memorandum of Affiliation set out on Pages 28-29 by and between The University of Texas at Austin and the Veterans Administration Medical Center, Dallas, Texas, was approved. This agreement, which provides training opportunities for students in U. T. Austin's clinical pharmacy training program, was executed by the appropriate officials of the institution and facility to be effective upon approval by the U. T. Board of Regents.

MEMORANDUM OF AFFILIATION

BETWEEN

THE UNIVERSITY OF TEXAS AT AUSTIN  
COLLEGE OF PHARMACY  
AUSTIN, TEXAS

AND

VETERANS ADMINISTRATION MEDICAL CENTER, DALLAS, TEXAS

It is mutually agreed by The University of Texas at Austin, a component institution of The University of Texas System, and the Veterans Administration Medical Center, Dallas, Texas, that educational experiences for baccalaureate students in the Clinical Pharmacy Training Program, The University of Texas at Austin, College of Pharmacy, will be provided at the Veterans Administration Medical Center.

The faculty of The University of Texas at Austin College of Pharmacy will assume responsibility, in coordination with the Veterans Administration staff, for the assignment of students. There will be coordinated planning by the Medical Center and the faculty members. While in the Veterans Administration Medical Center, students will be subject to Veterans Administration rules and regulations.

The Veterans Administration Medical 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 Medical Center and/or the direct and indirect care of patients.

Students will receive an orientation to the Medical Center. Faculty members and Medical 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 Austin, College of Pharmacy, 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 Veterans Administration.

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 Veterans Administration 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.

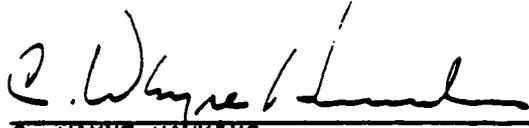
Date Signed: 3-9-83

UNIVERSITY:

  
PETER T. FLAWN, President  
The University of Texas at Austin

Date Signed: 2-7-83

FACILITY:-

  
C. WAYNE HAWKINS  
Medical Center Director

FORM APPROVED:

  
General Counsel  
The University of Texas System

CONTENT APPROVED:

  
Executive Vice Chancellor for Academic Affairs  
The University of Texas System

  
Chancellor  
The University of Texas System

ATTEST:

THE BOARD OF REGENTS OF THE  
UNIVERSITY OF TEXAS SYSTEM

Executive Secretary, Board of Regents  
The University of Texas System

Chairman, Board of Regents  
The University of Texas System

8. U. T. Austin: Approval to Name Room 1.110 in the College of Pharmacy Complex the Abbott Sterile Products Preparation Laboratory (Regents' Rules and Regulations, Part One, Chapter VIII, Section 1, Subsection 1.2, Naming of Facilities Other Than Buildings).--Approval was given to name Room 1.110 in the College of Pharmacy Complex (PHR 1.110) at The University of Texas at Austin the Abbott Sterile Products Preparation Laboratory in recognition of Abbott Laboratories' generous support of the College of Pharmacy.

This authorization was given in accordance with the Regents' Rules and Regulations, Part One, Chapter VIII, Section 1, Subsection 1.2 related to the naming of facilities other than buildings.

9. U. T. Austin: Authorization for Changes in Optional Student Services Fees Effective Fall Semester 1983 (Catalog Change).--Upon the recommendation of the Academic Affairs Committee and with the concurrence of the Board, authorization was given for the following changes in the Optional Student Services Fees at The University of Texas at Austin to be effective with the Fall Semester 1983:

	1983-84 Fee
Cactus Yearbook	\$22.05
UTmost Magazine	5.50
Directory	1.50
Combined: Cactus, UTmost, Directory	26.00
Drama Fee	10.00

Authorization was given to amend the next catalog published at U. T. Austin to conform to this action.

10. U. T. Austin: Initial Appointments to Endowed Academic Positions in the (a) College of Business Administration and Graduate School of Business; (b) College of Communication; (c) College of Liberal Arts; and (d) College of Natural Sciences.--Upon the recommendation of the Academic Affairs Committee, the Board approved the following initial appointments to endowed academic positions at The University of Texas at Austin with the understanding that the professors would vacate any currently held endowed positions on the effective date of the new appointments:

- a. College of Business Administration and Graduate School of Business
- (1) Dr. Reuben R. McDaniel, Jr., Professor, Department of Management, to the Jesse H. Jones Professorship in the Graduate School of Business effective immediately
  - (2) Dr. Robert A. Prentice, Assistant Professor, Department of General Business, to the Ed and Molly Smith Centennial Fellowship in Business Law effective immediately
  - (3) Dr. Charles T. Clark, currently the William David Blunk Memorial Professor and Professor of Business Statistics, Department of General Business, to the Mary Lee Harkins Sweeney Centennial Professorship in Business effective September 1, 1983

b. College of Communication, Effective September 1, 1983

- (1) Dr. Martin L. Gibson, Professor, Department of Journalism, to the DeWitt Carter Reddick Centennial Professorship in Journalism Education
- (2) Dr. Arnold M. Barban, Professor and Head, Department of Advertising at the University of Illinois, to the Jesse H. Jones Centennial Professorship in Communication
- (3) Dr. Robert E. Davis, Professor and Chairman, Department of Radio-Television-Film, to the John T. Jones, Jr. Centennial Professorship in Communication
- (4) Dr. Leonard Ruben, Professor, Department of Advertising, to the F. J. Heyne Centennial Professorship in Communication
- (5) Dr. Roderick P. Hart, Professor, Department of Speech Communication, to the Frank A. Liddell, Sr. Centennial Professorship in Communication
- (6) Dr. Robert Hopper, Professor, Department of Speech Communication, to the Charles Sapp Centennial Professorship in Communication
- (7) Dr. Isabella C. M. Cunningham, Professor and Chairman, Department of Advertising, to the Ernest A. Sharpe Centennial Professorship in Communication
- (8) Dr. Robert C. Jeffrey, Professor and Dean, College of Communication, to the Allan Shivers Centennial Chair in Communication

c. College of Liberal Arts

- (1) Dr. Americo Paredes, Ashbel Smith Professor and Professor, Departments of Anthropology and English, to The Raymond Dickson, Alton C. Allen and Dillon Anderson Centennial Professorship effective July 1, 1983
- (2) Dr. James W. McKie, Professor and Chairman, Department of Economics, to the Edward Everett Hale Centennial Professorship in Economics effective September 1, 1983
- (3) Dr. Benjamin I. Page, Professor, Department of Government, to the Frank C. Erwin, Jr. Centennial Chair in Government effective September 1, 1983
- (4) Dr. Lawrence C. Dodd, currently a member of the political science faculty at Indiana University, to the Frank C. Erwin, Jr. Centennial Chair in State Government effective September 1, 1983

d. College of Natural Sciences

Dr. David L. Lambert, Professor, Department of Astronomy, to the Isabel McCutcheon Harte Centennial Professorship in Astronomy effective September 1, 1983

11. U. T. Austin: Appointment of Dr. Frank N. Bash to the William David Blunk Memorial Professorship for the 1983-84 Academic Year.-- The Board approved the appointment of Dr. Frank N. Bash, Chairman and Professor in the Department of Astronomy at The University of Texas at Austin, to the William David Blunk Memorial Professorship for the 1983-84 academic year.
12. U. T. Austin: Appointment of Dr. Horacio Manuel Juan Boneo to the Edward Larocque Tinker Chair in Latin American Studies for the 1983-84 Fall Semester.--Authorization was given to appoint Dr. Horacio Manuel Juan Boneo, who currently holds a full-time research appointment with the State and Society Study Center (CEDES) in Buenos Aires, to the Edward Larocque Tinker Chair in Latin American Studies for the 1983-84 Fall Semester.

It was noted that Dr. Boneo will teach at The University of Texas at Austin in the Department of Government.

13. U. T. Austin: Appointment of Ashbel Smith Professors Effective September 1, 1983 -- Mr. W. Kelly Fearing, Dr. Stanley R. Ross, Dr. David M. Young, Jr. and Dr. Louis A. Zurcher, Jr.--On July 12, 1963, the U. T. Board of Regents authorized ten Ashbel Smith Professorships at The University of Texas at Austin. The number of these professorships was increased to 15 by Regental action on April 11, 1980.

To fill four of the current vacancies, the following professors at U. T. Austin were named Ashbel Smith Professors effective September 1, 1983:

- (a) Mr. W. Kelly Fearing, Professor of Art
  - (b) Dr. Stanley R. Ross, Professor of History and Coordinator, Border Research Program, and Office for Mexican Studies
  - (c) Dr. David M. Young, Jr., Professor of Mathematics and Computer Sciences
  - (d) Dr. Louis A. Zurcher, Jr., Professor of Social Work and Sociology
14. U. T. Dallas: Designation of Dr. Polykarp Kusch as Regental Professor Emeritus.--Dr. Polykarp Kusch, retired professor from The University of Texas at Dallas and Regental Professor since April 11, 1980, was designated Regental Professor Emeritus by the U. T. Board of Regents.
  15. U. T. San Antonio: Approval of an Agreement with the Town of Shavano Park, Texas.--Approval was given to the agreement set out on Pages 33-37 between The University of Texas at San Antonio and the Town of Shavano Park, Texas. This agreement, executed by the appropriate officials of the institution and facility on March 8, 1983, to be effective upon approval by the U. T. Board of Regents,

will permit the Town of Shavano Park to use the U. T. San Antonio primary police radio frequency and for U. T. San Antonio to handle the Shavano Park dispatching function for the Shavano Park, Texas, Police Department until the town acquires its own base station radio equipment and frequency, estimated to be not later than August 31, 1984.

Equipment modifications and installations related to this agreement are at no cost to U. T. San Antonio and a monthly payment of \$500.00 will be made by Shavano Park for the cost of administrative services related to handling the dispatch functions.

THE STATE OF TEXAS       §  
                                  §  
COUNTY OF BEXAR       §

This agreement made the 8th day of March, 1983, between the Town of Shavano Park, hereinafter called "Shavano Park", and THE UNIVERSITY OF TEXAS AT SAN ANTONIO, as part of The University of Texas System, hereinafter called "University".

WHEREAS, the University Police Department operates a twenty-four hour, seven day per week communications facility;

WHEREAS, Shavano Park desires to utilize the dispatching capabilities of the University Police Department;

WHEREAS, said entities believe it is to their mutual benefit to enter into an agreement for the provision of telephone, landline communication, and dispatch services;

WHEREAS, said entities are authorized to enter into such an agreement under the authority of Article 4413(32c), V.A.C.S., known as the Interlocal Cooperation Act.

NOW, THEREFORE, the University hereby consents to provide the dispatch services for the Shavano Park Police Department under the terms and conditions hereinafter set forth:

1. Terms and Conditions:

a. University shall permit Shavano Park to utilize its primary police radio frequency for communicating with the dispatching facility until Shavano Park acquires its own base station radio equipment and frequency. The equipment and frequency should be in place prior to August 31, 1984.

b. Shavano Park shall modify its present mobile radio equipment to operate on the University Police Department frequency at no cost to the University.

c. Shavano Park shall provide the base station radio equipment, antenna, and installation thereof necessary for the fulfillment of the dispatching function at no cost to the University. Shavano Park shall provide any and all maintenance on such equipment at no expense to the University.

d. Shavano Park shall arrange and pay for the installation of the landline and telephone communications facilities for the benefit of both entities.

e. University shall receive calls for police services on designated telephone lines. Such calls will be logged on a separate activity log, given an assignment number and dispatched with no unnecessary delay or discrimination. The activity log will be the property of the University, with copies available to the Shavano Park Police Department upon request.

f. Administrative telephone calls will be limited to receiving calls for police assistance from persons in the Shavano Park jurisdiction and making calls for Shavano Park Police Department Officers only when such calls are necessary to summon assistance in emergencies, notify wreckers of accident locations, summon ambulances for sick or injured persons, etc. Any and all non-emergency calls or inquiries will be directed to the Shavano Park Police Department or other city offices on Shavano Park's own telephone lines.

g. The University shall make teletype (TTY) request for the following information as may be requested by Shavano Park Police Department Officers via radio or telephone:

- Vehicle Registration Information (MVD)
- Stolen Vehicle Inquiries
- Driver's License Records (LIDR)
- Stolen Articles/Guns/Securities Inquiries
- Wanted/Missing Persons Inquiries
- Criminal History Information (CCH)
- Other miscellaneous information available through TLETS and NLETS

h. Criminal History information dissemination will be properly logged in accordance with Texas Department of Public Safety regulations. Unless exigent circumstances exist, this information will not be transmitted via radio, but will be available to the officer requesting such information by telephone or personal request at the communications facility of the University.

i. University will enter stolen property (articles and securities), motor vehicles, missing persons, and make other relevant entries, and send appropriate messages concerning stolen property, major crimes, and missing persons when such information is made available and when requested to do so by Shavano Park Police Department Officers. Records of such entries will be the property of the University, copies of which will be available to the Shavano Park Police Department for their records. All such entries will be made on the authority of the Shavano Park Police Department and will be made using the Shavano Park CDC identifier and mnemonic address.

j. Shavano Park Police Department will acquire a CDC identifier to be used when TTY traffic for this department is being run on the University's terminal, whereby Shavano Park traffic will be distinguishable from other traffic. The Shavano Park Police Department will be responsible for its own security and user agreement with the Texas Department of Public Safety. The University will assume no responsibility for any abuse or misuse of TLETS or NLETS facilities.

k. Shavano Park shall provide University with information concerning outstanding warrants from the Shavano Park Municipal Court. A designated officer of the Shavano Park Police Department will be responsible for maintaining this information. When such information is requested by a Shavano Park Officer, the University shall check the warrant information provided and advise the officer requesting this information of any outstanding warrants. The University shall, in no way, be responsible for verifying the status of any warrant shown.

2. Liabilities:

a. Shavano Park agrees to hold harmless, save and indemnify the University for any and all claims, causes of actions and judgments for damages, personal injury, death, false arrest, false imprisonment and abuses of process that may be asserted against the University arising out of acts or the failure to act during performance of this agreement of any employee of Shavano Park.

b. University agrees, to the extent authorized under the constitution and laws of the State of Texas, to hold harmless, save and indemnify Shavano Park for any and all claims, causes of actions and judgments for

damages, personal injury, death, false arrest, false imprisonment and abuses of process that may be asserted against Shavano Park arising out of acts or the failure to act during performance of this agreement of any employee of the University.

3. Cancellation:

The term of this agreement shall commence on the date of its execution and shall become effective upon the approval of the Board of Regents of The University of Texas System and the approval of the City Council of the Town of Shavano Park and shall continue from year to year unless sooner terminated by either party upon sixty (60) days written notice prior to the effective date of said termination.

4. Payments:

In consideration of the services hereinabove provided to be performed by the University, Shavano Park agrees to pay to The University of Texas at San Antonio compensation at a rate of FIVE HUNDRED DOLLARS (\$500.00) per month, said rate to accrue monthly beginning on the day of execution of this agreement. Payments herein provided shall be made by Shavano Park on or before the tenth (10th) day of each month, for services rendered in the immediately preceding month to The University of Texas at San Antonio, Office of the Business Manager.

5. Administration:

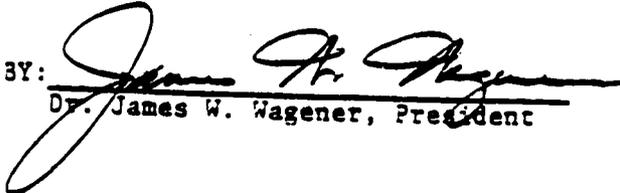
The agent of the University for the administration of this agreement, including all notices herein required, shall be the Chief of Police of The University of Texas at San Antonio, or his representative as designated to Shavano Park in writing. The agent of Shavano Park for administration of this agreement, aforesaid, shall be Chief of Police of the Town of Shavano Park

Executed in duplicate original counterparts on this 9th day of March, 1983.

THE UNIVERSITY OF TEXAS SAN ANTONIO

Town of Shavano Park

BY:

  
Dr. James W. Wagener, President

BY:



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 \_\_\_\_\_, 1983.

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

CERTIFICATE OF APPROVAL

I hereby certify that the foregoing agreement was approved by the City Council of the Town of Shavano Park on the \_\_\_\_\_ day of \_\_\_\_\_, 1983.

16. U. T. Tyler: Authorization to Establish (a) Master of Education Degree in Educational Administration and (b) Master of Science Degree in Public Planning and Administration and to Submit the Programs to the Coordinating Board for Approval (Catalog Change).--  
Authorization was given to establish a Master of Education degree in Educational Administration and a Master of Science degree in Public Planning and Administration at The University of Texas at Tyler and to submit these proposals to the Coordinating Board, Texas College and University System for approval.

One new faculty member will be needed within the next five years to support the Master of Education degree in Educational Administration, which will be administered through the School of Education and Psychology. Current library resources and facilities are available to implement the program.

It was pointed out that no additional faculty, library resources, or facilities are needed to implement the Master of Science degree in Public Planning and Administration program. It will be the first traditional graduate degree offered by the School of Liberal Arts at U. T. Tyler.

Upon Coordinating Board approval, the next appropriate catalog published at U. T. Tyler will be amended to reflect these actions.

Committee Chairman Briscoe reported that the following items which required consideration by the Academic Affairs Committee prior to formal action by the Finance and Audit and Buildings and Grounds Committees were approved as recommended:

1. U. T. System: Authorization to Conduct a Feasibility Study of a Proposed Telecommunication Network  
See Page 22, Item 2.
2. U. T. Arlington: Physical Education Complex - Renovation and Addition  
See Page 67, Item 1.
3. U. T. Arlington: Building for School of Architecture and Environmental Design  
See Page 67, Item 2.
4. U. T. Austin: Academic Center - Fourth Floor Modifications  
See Page 69, Item 4.
5. U. T. San Antonio: University Center Building (Student Union Building)  
See Page 72, Item 9.

REPORT AND RECOMMENDATIONS OF THE HEALTH AFFAIRS COMMITTEE (Pages 39-66).--Committee Chairman Newton reported that the Health Affairs Committee had met in open session on Thursday, April 14, 1983, to consider those matters on its agenda and to formulate recommendations for the U. T. Board of Regents. Unless otherwise indicated, all actions set forth in the Minute Orders which follow were recommended by the Health Affairs Committee and approved in open session and without objection by the U. T. Board of Regents:

1. U. T. Health Science Center - Dallas (U. T. Southwestern Medical School - Dallas): Charles Y. C. Pak, M.D., Appointed Initial Holder of the Donald W. Seldin Professorship in Clinical Investigation Effective Immediately.--Upon the recommendation of the Health Affairs Committee, the Board appointed Charles Y. C. Pak, M.D., Professor of Internal Medicine and Chief, Section on Mineral Metabolism in the Department of Internal Medicine at U. T. Southwestern Medical School - Dallas of The University of Texas Health Science Center at Dallas, the initial holder of the Donald W. Seldin Professorship in Clinical Investigation effective immediately.
  
2. U. T. Health Science Center - Dallas (U. T. Southwestern Medical School - Dallas): Appointment of Seymour Eisenberg, M.D., Initial Holder of The Southland Financial Corporation Chair in Geriatrics Effective Immediately.--Seymour Eisenberg, M.D., Professor of Internal Medicine and Chief of the Division of Gerontology at the U. T. Southwestern Medical School - Dallas of The University of Texas Health Science Center at Dallas, was appointed the initial holder of The Southland Financial Corporation Chair in Geriatrics effective immediately.
  
3. U. T. Health Science Center - Dallas: Approval of Affiliation Agreement with North Central Texas Medical Foundation, Wichita Falls, Texas.--The affiliation agreement set out on Pages 39-44 by and between The University of Texas Health Science Center at Dallas and the North Central Texas Medical Foundation, Wichita Falls, Texas, was approved.

This agreement, executed by the appropriate officials of the institution and facility on September 10, 1982, to be effective upon approval by the U. T. Board of Regents, capitalizes on the strengths of both institutions for the benefit of improved patient care.

#### AFFILIATION AGREEMENT

THIS AGREEMENT, made the 10<sup>th</sup> day of September, 1982, by and between THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT DALLAS ("University"), a component of The University of Texas System ("System"); and THE NORTH CENTRAL TEXAS MEDICAL FOUNDATION ("Foundation") a non-profit corporation organized under the laws of the State of Texas, having its principal office at Wichita Falls, Texas.

#### WITNESSETH:

WHEREAS, the University and the Foundation have the following objectives in concert: (1) a common commitment to offer the people of North Central Texas and the

Southwest programs of excellence in medical education; (2) the desire to coordinate medical care resources for the benefit of improved patient care; and (3) a desire and intent to develop an agreement that will encourage and use, in future years, the strength of both institutions to the maximum extent consistent with the interests of each; and

WHEREAS, the University operates an accredited four-year school of medicine operated pursuant to the laws of the State of Texas and governed by the Board of Regents of The University of Texas System; and

WHEREAS, the Foundation operates the North Central Texas Family Planning Clinic and the Wichita Falls Family Health Center and maintains formal affiliations with the Wichita General Hospital of Wichita Falls, the Bethania Hospital of Wichita Falls and the Medcenter Psychiatric Hospital of Wichita Falls; and

WHEREAS, both the Foundation and the University are dedicated to the promotion of medical education in Dallas County, Texas, and the Southwest areas; and

WHEREAS, in order to accomplish such goals and objectives, the University and the Foundation intend to establish a broad framework of policy to facilitate cooperation between them and agree that the responsibility for establishing definitive relationships will be vested in the responsible department chairmen of the University and appropriately designated individuals within the Foundation, subject to approval of the respective governing bodies.

NOW, THEREFORE, in consideration of the premises and benefits derived therefrom, and from the program or programs established and implemented by said parties, the University and the Foundation agree that any project agreed to and entered into by and between the University and the Foundation during the term of this Agreement shall be governed by the following terms and conditions:

1. FACULTY APPOINTMENTS WITHIN FOUNDATION-SPONSORED PROGRAMS.

Because both parties agree that academic status is an inducement for attracting well-qualified individuals for teaching positions within programs in medical education sponsored by the Foundation and the University, academic status may be granted by the University on an individual basis. Such appointments will be made in the following categories:

1.1 Volunteer Clinical Appointments (without compensation). The University may offer volunteer clinical faculty appointments (without compensation) to Wichita Falls area health care professionals who contribute significantly their

time and talents to programs sponsored by the University and Foundation. Such appointments shall be in accordance with the policies and procedures of The University of Texas System.

1.2 Part-time Clinical Faculty Appointments. The University may offer part-time compensation to health care professionals who contribute in a major way to educational programs sponsored by the Foundation and University. Such appointments shall be determined by the University and shall be in accordance with policies and procedures of The University of Texas System. Part-time clinical faculty appointments shall not be eligible for tenure.

1.3 Full-time Faculty Appointments:

A. For each individual serving in programs sponsored by the Foundation and University in the capacity of full-time faculty member of the University, the maximum compensation (salary plus augmentation) shall be that of The University of Texas System for the appropriate academic rank and title held by the faculty member as determined by the University.

B. Through separate contractual arrangements, University may provide Foundation-sponsored programs with key full-time faculty positions, and these faculty shall not be eligible for tenure provisions.

C. Such full-time faculty arrangements shall be determined by the parties taking into account mutually agreed need, budgetary, and professional manpower feasibility.

D. Such full-time faculty shall be subject to the personnel policies and credential requirements of the University and shall be mutually acceptable to the Foundation. These faculty shall abide by written policies and regulations of the Foundation and University.

E. Fringe benefits for full-time faculty shall be no less than those provided full-time faculty of clinical departments of the University and shall not be duplicated.

F. The University shall exempt full-time faculty or clinical departments of the University based within Foundation programs from participation in University's Medical Service, Research and Development Plan (MSRDP) if an equivalent plan, acceptable to University, is established by Foundation. Such a plan must be submitted to the University in writing at least 30 days prior to operation and must be approved in writing by University.

G. As a non-participant in the University's MSRDP, the Foundation shall reimburse the University for all University MSRDP sponsored benefits and expenses provided full-time faculty employed in Foundation-sponsored programs who are participants in a Foundation plan described in paragraph F. above.

2. RESEARCH FACILITIES. The Foundation will to the extent possible provide research facilities for members of the full-time faculty of the University who are assigned full-time to Foundation's programs. Research projects within the Foundation programs may be jointly sponsored by the University. In such cases, there will be prior agreement as to the responsibility of each institution in the administration of research funds, provision of staff and facilities, and ownership of equipment purchased with research funds.

3. GRANT APPLICATION. The Foundation's application for federal, state, or local grants in aid of programs with the University's co-sponsorship or faculty shall be reviewed by the University for comment and approval or proposed revisions prior to submission.

4. EMPLOYMENT OPPORTUNITIES. All announcements or publications concerning employment opportunities for faculty appointments at the University shall be submitted to the University for comment and approval prior to submission of such announcements for publication.

5. COMPLIANCE WITH LAWS. The Foundation shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the Foundation and shall certify such compliance to the University upon request.

6. STANDARDS. The Foundation shall, at all times, provide facilities or affiliations with facilities which meet or exceed requirements and standards of the appropriate Residency Review Committees of the Accreditation Council for Graduate Medical Education.

7. PROGRAM DIRECTORS. The Foundation shall, subject to approval by University, designate a program director for each of its educational programs.

8. RECORDS. The Foundation shall maintain records of all educational, research, service, and fiscal activities for programs affiliated with the University. These records shall be made available at all times for inspection by designated officials of the University.

9. EDUCATIONAL MATERIALS. The University shall make available to the Foundation its educational materials, including programs and services provided by the

University's Library and Department of Biomedical Communications pursuant to agreement between the Foundation's designated agents and the respective service head of the University.

10. ALLOWANCES. The Foundation shall provide reasonable and attractive allowances to University-based faculty for visits to Foundation-sponsored programs for the purpose of teaching, consultation, patient care, or research. All such allowances are subject to the rules and regulations of University.

11. CLINICAL CLERKSHIPS. The Foundation shall provide clinical clerkships for medical students. Priority for clerkships shall be given by the Foundation to senior medical students of the University.

12. COMMUNICATION. Both parties agree that a productive and harmonious relationship between the University and the Foundation depends upon maintaining effective channels of communication. The parties anticipate that routine matters will be handled and decided mutually through continuous contacts at the department level.

13. JOINT CONFERENCE COMMITTEE. At least annually, and more frequently if necessary, a Joint Conference Committee representing each institution shall review and discuss overall relationships, policies and other matters of common concern.

14. MISCELLANEOUS.

14.1 No oral representations of any officer, agent, or employee of the Foundation of the University either before or after the effective date of this Agreement, shall affect or modify any obligations of either party hereunder.

14.2 All of the agreements between the parties on the subject matter hereof have been reduced to writing herein. No amendments to the Agreement shall be valid unless in writing and signed by the duly authorized representatives of the parties and approved by the Board of Regents of The University of Texas System.

14.3 All notices under this Agreement shall be provided to the party to be notified in writing, either by personal delivery or by United States mail. All notices under this Agreement shall be deemed given to a party when received by such party's designated representative.

14.4 This Agreement shall be binding on, and shall insure to, the benefit of the parties and their respective successors and assignees; provided, however, that no assignment by either party shall be effective without prior written approval of

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

14.5 This Agreement shall not become effective unless, and until, approved by the Board of Regents of The University of Texas System. If so approved, this Agreement shall become effective on the date of such approval and shall continue in effect for an initial term ending one year after the date and year of execution by the University and the Foundation and, after such initial term, from year to year unless one party shall have given a one-year advance written notice in accordance with this Agreement.

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

ATTEST:

Serall Munday  
(Title) Director

ATTEST:

Peggy Tate  
(Title) Secretary

FORM APPROVED:

M. Lynn Taylor  
Office of General Counsel,  
The University of Texas System

UNIVERSITY

By: Charles C. Jones  
(President)

FOUNDATION

By: Paul J. Dean, M.D.  
(Title) President

CONTENT APPROVED:

Charles M. Phillips, M.D.  
Executive Vice Chancellor for Health  
Affairs

Chancellor

ATTEST:

F. B. L. Secretary to Board of Regents  
The University of Texas System

Chairman, Board of Regents  
The University of Texas System

4. U. T. Health Science Center - Dallas (U. T. Allied Health Sciences School - Dallas): Authorization to Discontinue Offering the Bachelor of Science Degree in Instructional Media Technology and to Submit to the Coordinating Board for Approval (Catalog Change). --Upon the recommendation of the Health Affairs Committee, the Board agreed to discontinue offering the Bachelor of Science Degree in Instructional Media Technology through the Department of Biomedical Communications at the U. T. Allied Health Sciences School - Dallas of The University of Texas Health Science Center at Dallas and to submit the proposal to the Coordinating Board, Texas College and University System for approval.

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

5. U. T. Health Science Center - Dallas: Approval of Agreement with the Simmons Family Foundation, Dallas, Texas, Providing for Gifts and Establishment of the Harold C. Simmons Arthritis Research Center. --The Board approved the agreement set out on Pages 45-50 with the Simmons Family Foundation of Dallas, Texas, which provides that the Foundation will give to The University of Texas Health Science Center at Dallas the sum of \$62,500 per month for an initial term of ten years to establish the Harold C. Simmons Arthritis Research Center. The total value of the gifts over the ten-year term of the agreement is \$7,500,000 and is to be used to operate the Arthritis Research Center.

#### AGREEMENT

STATE OF TEXAS            §  
  §  
COUNTY OF DALLAS       §

This Agreement by and between the Board of Regents of The University of Texas System, for the use and benefit of The University of Texas Health Science Center at Dallas, hereinafter referred to as "Board," and the Simmons Family Foundation, a Texas Nonprofit Corporation, hereinafter referred to as the "Foundation":

WITNESSETH.

WHEREAS, pursuant to the Laws and Constitution of The State of Texas, Board is charged with the administration and

control of The University of Texas Health Science Center at Dallas; and

WHEREAS, the mission of The University of Texas Health Science Center at Dallas is the training of health professionals, treatment of patients, and research into the causes, treatment and cure of human illnesses and diseases, including that group of diseases and disorders known as arthritis; and

WHEREAS, Board desires to establish at The University of Texas Health Science Center at Dallas a comprehensive research and treatment center dealing exclusively with arthritis and associated diseases; and

WHEREAS, Foundation desires to provide significant on-going support to such center;

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

1. Establishment of Center. Contingent upon its approval, Board will, at the same time this Agreement is approved or at its next regularly scheduled meeting, establish at The University of Texas Health Science Center at Dallas the "Harold C. Simmons Arthritis Research Center" (the "Center") in compliance with the approved guidelines and Rules and Regulations of the Board of Regents of The University of Texas System. The Center will continue to be operated by Board exclusively for the development of innovative, interdisciplinary programs relative to the cause, prevention, and treatment of arthritis and associated diseases.

2. Funds. Foundation will provide, for the operation and maintenance of the Center, the sum of \$62,500 each month for an initial period of ten years from the date of the execution of this Agreement.

3. Term. The initial term of this Agreement shall be for a period of ten years from the date of execution of this Agreement.

4. Review. During the seventh year of this Agreement, the parties shall conduct a review of the operations and needs of the Center. It is the intent of the parties that based upon this review, decisions will be made to extend this Agreement, allow it to terminate at the end of the initial term, or to amend the Agreement upon terms acceptable to both parties. Either the Board or the Foundation shall have discretion to allow the Center to terminate at the end of the initial term of this Agreement rather than to extend it.

5. Purpose. The funds so provided under this Agreement shall be used or expended for the operation, maintenance and promotion of the Center. The Center shall initially begin its operations generally in accordance with the program outlined in the attached "Proposal for a Harold C. Simmons Arthritis Research Center" (the "Proposal") subject to such changes as the Executive Committee shall approve.

6. Income or Gain. Any unexpended funds provided pursuant to this Agreement may be invested by the President of The University of Texas Health Science Center at Dallas or his designee in accordance with the Rules and Regulations of the Board. It is the intent of the parties that any interest or gain on said funds be used in the same manner as provided in Section 5 of this Agreement.

7. Additional Grants and Gifts. Board may receive additional donations or contributions in cash or in other forms of property acceptable to Board. Each donation so received shall provide additional support for the Center and shall be used in accordance with Section 5 of this Agreement.

8. Executive Committee. There shall be an Executive Committee responsible for promulgating policy for the Harold C. Simmons Arthritis Research Center. Said Executive Committee

shall consist of the Chief Executive Officer of The University of Texas Health Science Center at Dallas, the Vice-President for Business Affairs, The Dean of the Southwestern Medical School, the Chairman of the Department of Internal Medicine, the Director of the Harold C. Simmons Arthritis Research Center, Harold C. Simmons, a representative designated by the Foundation, and an at-large representative appointed by the Dean from the faculty of the Southwestern Medical School. The Executive Committee functions shall be subject to the Rules and Regulations of the Board.

9. Scientific Advisory Committee. There shall be an external Scientific Advisory Committee consisting of distinguished scholars and others interested in the programs to be operated pursuant to this Agreement, whose experience and judgment will be helpful in programming, planning, and conducting medical research. The members of this committee shall be appointed by the President of The University of Texas Health Science Center at Dallas in consultation with the Foundation. The initial members of the Advisory Committee shall be appointed within 90 days of the date of this Agreement. Members of the Scientific Advisory Committee shall serve terms of three years. They may be reappointed upon the expiration of their terms. The Committee shall meet once a year or, if the President of The University of Texas Health Science Center shall deem it appropriate, more often. Costs associated with the functioning of the Scientific Advisory Committee, including the costs of meetings, travel, and honoraria, shall be paid from funds donated for the maintenance and operation of the Harold C. Simmons Arthritis Research Center.

10. Organization. A chart reflecting the initial organization of the Center is attached to this Agreement and made a part thereof for all purposes. Changes in the organization of the Center may be made by the President of The University of Texas Health Science Center at Dallas.

shall consist of the Chief Executive Officer of The University of Texas Health Science Center at Dallas, the Vice-President for Business Affairs, The Dean of the Southwestern Medical School, the Chairman of the Department of Internal Medicine, the Director of the Harold C. Simmons Arthritis Research Center, Harold C. Simmons, a representative designated by the Foundation, and an at-large representative appointed by the Dean from the faculty of the Southwestern Medical School. The Executive Committee functions shall be subject to the Rules and Regulations of the Board.

9. Scientific Advisory Committee. There shall be an external Scientific Advisory Committee consisting of distinguished scholars and others interested in the programs to be operated pursuant to this Agreement, whose experience and judgment will be helpful in programming, planning, and conducting medical research. The members of this committee shall be appointed by the President of The University of Texas Health Science Center at Dallas in consultation with the Foundation. The initial members of the Advisory Committee shall be appointed within 90 days of the date of this Agreement. Members of the Scientific Advisory Committee shall serve terms of three years. They may be reappointed upon the expiration of their terms. The Committee shall meet once a year or, if the President of The University of Texas Health Science Center shall deem it appropriate, more often. Costs associated with the functioning of the Scientific Advisory Committee, including the costs of meetings, travel, and honoraria, shall be paid from funds donated for the maintenance and operation of the Harold C. Simmons Arthritis Research Center.

10. Organization. A chart reflecting the initial organization of the Center is attached to this Agreement and made a part thereof for all purposes. Changes in the organization of the Center may be made by the President of The University of Texas Health Science Center at Dallas.

11. Reports. Within the first three months of each fiscal year, or more frequently if reasonably requested by Foundation, the Center shall submit a report to each member of the Executive Committee which shall contain, but which need not be limited to, the following information:

a. A detailed summary of income and expenses of the Center for the prior fiscal year.

b. A summary of income and expenses by budget categories, from funds provided pursuant to this agreement for support for the Center for the prior fiscal year.

c. A budget setting forth anticipated income and expenses for the current fiscal year and for the next two years thereafter.

d. A statement setting forth (i) the activities undertaken by the Center during the prior fiscal year, (ii) the nature and extent to which progress has been made in relation to the cause, prevention and treatment of arthritis and associated diseases, (iii) any changes in the Proposal that are recommended as a result of the activities undertaken to date, and (iv) a summary of the activities of the Scientific Advisory Board.

12. It is the understanding of both parties to this Agreement that The University of Texas Health Science Center at Dallas is an educational and research institution of the State of Texas and, as an agency of the State of Texas, contributions made pursuant to this Agreement will be tax-deductible. Should The University of Texas Health Science Center at Dallas cease to be a state educational and research institution or should the United States Tax Code be amended to remove the tax-deductible nature of contributions to The University of Texas Health Science Center at Dallas for operation and maintenance of the Center, Foundation shall have the option of terminating

this Agreement. Pursuant to this paragraph, this Agreement shall terminate sixty (60) days after written notice to the President of The University of Texas Health Science Center at Dallas of Foundation's intention to exercise this termination option.

WITNESS OUR HANDS, this the \_\_\_\_\_ day of March, 1983.

SIMMONS FAMILY FOUNDATION,  
a Texas corporation

By: *Harold C. Simmons*  
Harold C. Simmons, President

THE UNIVERSITY OF TEXAS SYSTEM  
BOARD OF REGENTS

ATTEST:

By: \_\_\_\_\_, Chairman

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

Approved as to Form:

*Arthur H. Dilly*  
Office of General Counsel  
The University of Texas System

Approved as to Content:

By: *Charles M. Williams*  
Office of the Chancellor  
The University of Texas System

6. U. T. Medical Branch - Galveston: Approval of Affiliation Agreement with Walls Medical Research Foundation, Houston, Texas.--Approval was given to the affiliation agreement set out on Pages 51-57 by and between The University of Texas Medical Branch at Galveston and Walls Medical Research Foundation, Houston, Texas.

This nonstandard agreement, executed by the appropriate officials of the institution and facility to be effective upon approval by the U. T. Board of Regents, will permit the U. T. Medical Branch - Galveston and the Walls Medical Research Foundation to cooperate closely in the active conduct of medical research on premises located within or adjacent to the U. T. Medical Branch - Galveston and will enable personnel of the Foundation and the Medical Branch to participate jointly in such medical research.

#### RESEARCH AFFILIATION AGREEMENT

THIS AGREEMENT executed on the 14 day of April, 1983, by and between THE UNIVERSITY OF TEXAS MEDICAL BRANCH AT GALVESTON (hereinafter referred to as "UTMB"), a component institution of THE UNIVERSITY OF TEXAS SYSTEM (hereinafter referred to as "System"), and WALLS MEDICAL RESEARCH FOUNDATION, a Texas non-profit corporation (hereinafter referred to as "Foundation");

#### W I T N E S S E T H:

WHEREAS, UTMB is a component institution of System, a political subdivision of the State of Texas within the meaning of Section 170(c)(1) of the Internal Revenue Code of 1954, as amended (the "Code"), with the principal purposes of providing hospital and medical care to patients and providing an academic program with respect to health care;

WHEREAS, UTMB owns and actively operates certain facilities for the principal purpose of providing hospital and medical care to patients, on an in-patient and out-patient basis, as an integral part of its academic program of medical education;

WHEREAS, UTMB is an organization described in Section 170(b)(1)(A)(iii) of the Code;

WHEREAS, Foundation is organized for the principal purpose of engaging in the active conduct of medical research, and desires to engage directly in the continuous, active conduct of medical research in conjunction with UTMB in such a manner as to be classified as a medical research organization described in Section 170(b)(1)(A)(iii) of the Code;

WHEREAS, Foundation and UTMB desire to affiliate and cooperate closely in the active conduct of medical research by having Foundation conduct medical research on premises located within or adjacent to UTMB, by permitting Foundation to utilize certain facilities of UTMB directly in the active conduct of medical research and by having personnel of Foundation and UTMB participate jointly in such medical research; and

WHEREAS, the objectives of Foundation are to employ the most talented and productive medical research personnel available to engage in research projects selected by Foundation; to supervise medical research investigators employed by UTMB to an extent consistent with a cooperative research effort by Foundation and UTMB; and to maintain the identity of Foundation as a medical research organization in conducting hereunder with UTMB joint medical research projects.

NOW, THEREFORE, in consideration of the premises, mutual covenants and agreements contained herein, Foundation and UTMB hereby agree as follows:

1. Purposes. The purpose of this Agreement is to set forth the understanding of the parties hereto concerning their affiliation and close cooperation in the active conduct of medical research by Foundation by providing for the continuous active conduct of medical research by Foundation in conjunction with UTMB in accordance with the terms and provisions hereof.

2. Location. The medical research to be conducted hereunder shall be conducted on premises located within or adjacent to UTMB so as to reasonably facilitate such medical research, such location or locations to be agreed upon by Foundation and UTMB from time to time during the term of this Agreement.

3. Program Agreement. The terms and conditions of each specific project concerning medical research to be conducted by Foundation hereunder in conjunction with UTMB, including, without limitation, the aggregate number of personnel to be provided by each of the parties hereto in connection with such project, the facilities of UTMB to be utilized by Foundation in connection with such project, and the projected budget therefor, shall be agreed upon by Foundation and UTMB from time to time and shall be evidenced in writing by the parties hereto in the form of specific program agreements.

4. Project Principal Investigator. With respect to each program agreement entered into by Foundation and UTMB pursuant to the terms hereof, there shall be appointed by Foundation, in consultation with and subject to the approval of UTMB, a principal investigator (the "Project Principal Investigator") of the medical research project specified in such program agreement. The Project Principal Investigator shall be an employee of UTMB, but shall be under the joint supervision of UTMB and Foundation's Director of Research as shall be consistent with a cooperative research effort by Foundation and UTMB and the objectives of Foundation set forth herein while he or she is engaged in activities arising out of or incident to such medical research project. The Project Principal Investigator shall supervise the continuous active conduct of medical research pursuant to the program agreements between Foundation and UTMB.

5. Conduct of Medical Research. The medical research to be conducted hereunder by Foundation in conjunction with UTMB shall be conducted by Foundation through each Project Principal Investigator and the employees of Foundation jointly in conjunction with other personnel of UTMB, if any. UTMB and Foundation shall freely exchange information, ideas and research results of joint projects. All activities conducted on premises within or adjacent to UTMB pursuant to this Agreement shall conform to the applicable policies of UTMB, and each Project Principal Investigator shall be responsible with respect to his or her project for obtaining from UTMB and other federal and state governmental agencies and instrumentalities appropriate approval for such activities. UTMB shall permit its personnel to assist and collaborate in medical research with the personnel of Foundation, and Foundation shall permit its personnel to assist and collaborate in medical research with the personnel of UTMB. 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 and incorporated herein by this reference for all purposes.

6. Period of Agreement. This Agreement is for a period of one year from the date of execution hereof and shall be automatically extended for additional one-year periods from and after the expiration of the first and each succeeding one-year period, unless six months or more prior to expiration of any one-year period either party shall give written notice to the other party that such party 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 such party's intention to terminate. Amendment of this Agreement



APPENDIX A  
TO RESEARCH AFFILIATION AGREEMENT  
BETWEEN WALLS MEDICAL RESEARCH FOUNDATION AND  
THE UNIVERSITY OF TEXAS MEDICAL BRANCH AT GALVESTON

INVENTIONS AND DISCOVERIES

1. Policy

Some of the inventions and discoveries made by Project Principal Investigators during the course of medical research under this Agreement may be patentable. Foundation and UTMB recognize 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, Foundation and UTMB wish, whenever it is considered by either of them to be advisable, to seek patent protection on inventions and discoveries resulting from medical research projects conducted under this Agreement.

2. Patents

Due to the close cooperation between personnel of Foundation and UTMB in connection with the active conduct of medical research projects under this Agreement, it is contemplated that inventions and discoveries shall be made jointly by Foundation and UTMB employees. Accordingly, at the time an invention or discovery is made, 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 medical research project out of which the invention arose; provided, however, that all such inventions, applications and patents and patents issued thereon shall be assigned to UTMB.

3. Royalties

(a) Royalties received on joint inventions and discoveries of Foundation and UTMB shall be

apportioned according to the respective contributions of the parties to the funding of the medical research project out of which the invention arose.

(b) UTMB shall receive and disburse within fifteen (15) days of such receipt royalty income pursuant to subparagraph (a) above with respect to joint inventions of Foundation and UTMB and shall keep accurate records detailing such receipts and disbursements. UTMB shall, before the end of the calendar quarter next succeeding the close of each fiscal year of Foundation, provide a written report to Foundation detailing royalty receipts and disbursements for such fiscal year.

#### 4. Litigation

It may become necessary to enforce one or more of the patents obtained under Paragraph 2 above against infringers. In such event, all costs of litigation, including attorneys' fees, shall be deducted from any royalties received on the patent in suit before distribution in accordance with the provisions of subparagraphs (a) and (b) of Paragraph 3 above. If such costs exceed royalties, such costs shall be apportioned among the parties according to the respective contributions of the parties to the funding of the medical research project out of which the invention arose.

7. U. T. Health Science Center - Houston: Establishment of the Speech and Hearing Institute Advisory Council and Approval of Initial Nominees Thereto (Regents' Rules and Regulations, Part One, Chapter VII, Section 3). --In accordance with the Regents' Rules and Regulations, Part One, Chapter VII, Section 3, authorization was given to establish the Speech and Hearing Institute Advisory Council at The University of Texas Health Science Center at Houston and initial nominees thereto were approved.

The nominees' names will be reported for the record after they have been contacted and have accepted their appointments.

8. U. T. Health Science Center - Houston: Permission for Marcus M. Key, M.D., M.I.H., to Serve as Interim Director of the Health Department for the City of Houston, Texas, Effective Immediately. --Permission was granted for Marcus M. Key, M.D., M.I.H., Director of the Program in Occupational Safety and Health, and Professor of Occupational Medicine at the U. T. Public Health School - Houston of The University of Texas Health Science Center at Houston, to serve without compensation as Interim Director of the Health Department for the City of Houston, Texas, effective immediately, and until appointment of a permanent director, provided that period does not extend beyond the end of the current fiscal year, August 31, 1983.

9. U. T. Health Science Center - Houston: Approval of Affiliation Agreement with Montgomery County Hospital District, Conroe, Texas. --  
The affiliation agreement set out on Pages 58-65 by and between  
The University of Texas Health Science Center at Houston and  
Montgomery County Hospital District, Conroe, Texas, was approved.

This nonstandard agreement, executed by the appropriate officials of the institution and facility to be effective upon approval by the U. T. Board of Regents, will provide health care related educational experiences for interns, residents, fellows, and medical students which are not otherwise available to them under existing programs of the U. T. Health Science Center - Houston.

#### MEDICAL EDUCATION AND HEALTH CARE

#### AFFILIATION AGREEMENT

THIS AGREEMENT made the 15th day of April, 1983, by and between  
The University of Texas Health Science Center at Houston ("University"), a  
component institution of The University of Texas System ("System"), and the  
Montgomery County Hospital District ("Facility"), a political subdivision of  
the state, operating Medical Center Hospital, having its principal office at  
301 South First Street, Conroe, Texas, 77301.

#### W I T N E S S E T H:

WHEREAS, Facility now operates a hospital located at 301 South First  
Street, Conroe, Texas, 77301, and therein provides health care services for  
persons in need of such services; and University provides a medical education  
program for the purpose of improving the delivery of health care services to  
the people of the State of Texas; and

WHEREAS, University periodically desires to provide health care  
related educational experiences for interns, residents, fellows and medical  
students, which are not otherwise available to them under the existing program

of University, and University believes that such can best be accomplished by utilization of appropriate facilities and personnel of Facility; and

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

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

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

1. A Program shall not become effective until an agreement between University and Facility with respect to such Program has been reduced to writing ("Program Agreement"), executed by the duly authorized representatives of Facility and University, and approved in writing by the Executive Vice Chancellor of the System, and if payment of monies or conditions of employment or appointment are a part of such Program Agreement, approved by the Board of Regents of System.

2. A Program may be cancelled by either party by giving such written notice to the other of its intention to terminate such

Program as provided in the Program Agreement; provided, however, that any Program shall automatically terminate upon termination of this Agreement.

3. In the event of conflict between the text of any Program Agreement and the text of this Agreement, this Agreement shall govern, except when this Agreement expressly provides that a Program Agreement may vary the terms hereof.

4. After a Program Agreement becomes effective, no amendments thereto shall be valid unless in writing and executed by the duly authorized representatives of Facility and University, and approved by the Executive Vice Chancellor of System, and, if payment of monies or conditions of employment or appointment are a part of such Program Agreement, approved by the Board of Regents of System.

5. Appointment to the Medical Staff of Facility and admission of patients to Facility shall be subject to, and in accordance with, the Medical Staff Bylaws and written regulations and procedures of Facility. The right to administer, direct, supervise, and control activities of Facility and its personnel is hereby expressly retained by Facility.

6. Appointment of members of the Staff of Facility to the faculty of the University shall be subject to, and in accordance with, the Rules and Regulations of the Board of Regents of System.

7. Except for certain acts to be performed by University pursuant to express provisions of this Agreement, Facility hereby agrees to furnish such premises, personnel, services and other things necessary for each Program as are specified in the specific Program Agreement, and, in conjunction with such Programs, the Facility further agrees:

(a) To comply with all Federal, State and Municipal laws, ordinances, rules and regulations applicable to performance by Facility of its obligations under this Agreement, and all applicable accreditation requirements,

and to certify such compliance to University or other entity when requested to do so by University.

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

(c) To use its best efforts to appoint a person to serve for Facility as Liaison ("Liaison") to the faculty and students engaged in the Program; provided, however, that no person not having the prior written approval of University shall be appointed Liaison; and in such connection, Facility shall furnish in writing to University (not later than thirty (30) days prior to the date the Liaison appointment is to become effective) the name and professional and academic credentials of the person proposed by Facility to be Liaison, and within ten (10) days after receipt of same, University shall notify Facility of University's approval of disapproval of such person. In the event the Liaison become unacceptable to University after appointment, and University so notifies Facility in writing, Facility will use its best efforts to appoint another person to serve as Liaison in accordance with the procedure stated in the first sentence of this subparagraph (c).

(d) Subject to the provisions of paragraph 5, to appoint any full-time member, or members, of the faculty of University to the Medical Staff of Facility upon suitable application made to Facility by such faculty member, and to afford any such person or persons so appointed full admission-of-patient privileges as limited by System policy and the Medical Staff category to which he is appointed.

(e) That patient fees attributable to direct physician services or direct resident supervision by University faculty on the Medical Staff of Facility shall be handled and treated in accordance with policies and procedures of University as approved by the Board of Regents of System; provided that this subparagraph (e) shall not apply to any such fees which are billed by physicians of the Montgomery County Family Practice Center, or generated through services rendered therein or in connection therewith, and further provided that the terms of this subparagraph (e) may be varied by the Program Agreement of a particular Program.

(f) To permit interns, residents, fellows and medical students assigned by University to enter in and upon the premises of Facility for purposes of the Program, and to participate in providing health care services to patients insofar as appropriate and permissible under law and as provided in the Program Agreement.

8. University hereby agrees:

(a) To furnish Facility with the names of the interns, residents, fellows and medical students assigned by University to participate in the Program.

(b) To assign for participation in the Program only those interns, residents, fellows and medical students (1) who have satisfactorily completed those portions of its curriculum which, according to the Program Agreement, are prerequisite to such participation, and (2) who have entered into a written agreement with University and Facility that they will not publish any material relating to the Program, or their experiences in participating therein, without the prior written approval of University and Facility.

(c) To designate a member of the University faculty to coordinate with Facility through its Liaison the learning assignment to be assumed by each intern, resident, fellow and medical student participating in the Program, and to furnish to Facility in writing the name of such faculty member.

9. If and when deemed to be mutually desirable (but subject to prior written agreement of the parties hereto) Facility will provide research facilities for University faculty members on the Active Staff of Facility and who are physically based full-time in and at Facility.

10. All notices under this Agreement shall be provided to the party to be notified in writing, either by personal delivery or by United States mail. All notices under this Agreement shall be deemed given to a party when received by such party's designated representative.

11. All the agreements between the parties on the subject matter hereof have been reduced to writing herein. No amendments to this Agreement shall be valid unless in writing and signed by the duly authorized representatives of the parties, and approved by the Board of Regents of System.

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

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

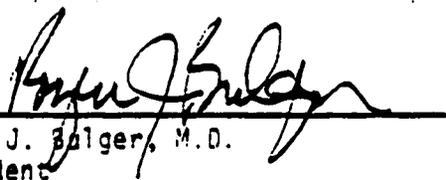
14. This agreement shall be binding on and shall inure to the benefit of the parties and their respective successors and assigns; provided, however, that no assignment by either party shall be

effective without prior written approval of the other party. A delay in or failure of performance of either party shall not constitute default hereunder, or give rise to any claim for damages, if and to the extent that such delay or failure is caused by occurrences beyond the control of either party.

15. This agreement shall not become effective unless and until approved by the Board of Regents of the University of Texas System. If so approved, this Agreement shall become effective on the date of such approval, and shall continue in effect for an initial term ending one (1) year after the date and year of execution by Facility and University, and after such initial term, from year to year unless one party shall have given one hundred eighty (180) days prior written notice to the other party of intention to terminate this Agreement. If such notice is given, this Agreement shall terminate: (a) at the end of the term of this Agreement during which the last day of such one hundred eighty (180) days notice falls; or (b) when all interns, residents, fellows and medical students enrolled in the Program at the end of the term of this Agreement have completed their respective courses of study under the Program; whichever event last occurs.

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

UNIVERSITY

By: 

Roger J. Balger, M.D.  
President

The University of Texas Health Science  
Center at Houston

CONTENT APPROVED:

Chancellor of the System /

  
Exec Vice Chancellor for Health Affairs

FACILITY

By: Bill Kl  
Administrator, Montgomery County  
Hospital District

[Signature]  
Chairman, Board of Directors,  
Montgomery County Hospital District

[Signature]  
Secretary, Board of Directors,  
Montgomery County Hospital District

FORMS APPROVED:

[Signature]  
General Counsel of System

ATTEST:

THE UNIVERSITY OF TEXAS SYSTEM  
BOARD OF REGENTS

[Signature]  
(Title) Arthur H. Dilly  
Executive Secretary

By: [Signature]  
James L. Powell, Chairman

10. U. T. Cancer Center: Initial Appointments to Endowed Academic Positions Effective September 1, 1983 - (a) Dr. Margaret L. Kripke to the Kathryn O'Connor Research Professorship, (b) Dr. Isaiah Fidler to the Olla S. Stribling Chair for Cancer Research, and (c) Dr. William J. Lennarz to The Robert A. Welch Chair in Chemistry.--Upon the recommendation of the Health Affairs Committee, the Board approved the following initial appointments to the indicated endowed academic positions at The University of Texas System Cancer Center effective September 1, 1983:

- a. Dr. Margaret L. Kripke, who has accepted the position of Immunologist, Professor of Immunology and Chairman, Department of Immunology, to the Kathryn O'Connor Research Professorship
- b. Dr. Isaiah Fidler, who will join the staff of the U. T. Cancer Center as Biologist and Professor of Cell Biology, Chairman, Department of Cell Biology and Director of the Division of Interferon Research, to the Olla S. Stribling Chair for Cancer Research
- c. Dr. William J. Lennarz, who has accepted the position of Biochemist, Professor of Biochemistry and Chairman, Department of Biochemistry, to The Robert A. Welch Chair in Chemistry

Committee Chairman Newton reported that the following items which required consideration by the Health Affairs Committee prior to formal action by the Finance and Audit and Buildings and Grounds Committees were approved as recommended:

1. U. T. System: Authorization to Conduct a Feasibility Study of a Proposed Telecommunication Network  
See Page 22, Item 2.
2. U. T. Medical Branch - Galveston (U. T. Medical School - Galveston) - Clinical Sciences Building - Remodeling for the Department of Medical Records  
See Page 73, Item 10.
3. U. T. Medical Branch - Galveston (U. T. Medical School - Galveston) - Keiller Building - Remodeling for Pathology Department  
See Page 73, Item 11.
4. U. T. Medical Branch - Galveston (U. T. Hospitals - Galveston) - John W. McCullough Outpatient Clinic Building - Remodeling for the Department of Radiation Oncology  
See Page 75, Item 13.
5. U. T. Cancer Center: The R. E. "Bob" Smith Research Building - Renovation to Provide Animal Care Facilities  
See Page 76, Item 15.

REPORT AND RECOMMENDATIONS OF THE BUILDINGS AND GROUNDS COMMITTEE (Pages 67 - 77).--Committee Chairman Richards reported that the Buildings and Grounds Committee had met in open session on Thursday, April 14, 1983, to consider those matters on its agenda and to formulate recommendations for the U. T. Board of Regents. Unless otherwise indicated, all actions set forth in the Minute Orders which follow were recommended by the Buildings and Grounds Committee and approved in open session and without objection by the U. T. Board of Regents:

1. U. T. Arlington - Physical Education Complex - Renovation and Addition: Authorization for Project Analysis; Appointment of Geren Associates/CRS, Fort Worth, Texas, Consulting Architect; and Appropriation Therefor.--Upon recommendation of the Academic Affairs and Buildings and Grounds Committees, the Board:

- a. Authorized a Project Analysis for the Renovation and Addition to the Physical Education Complex at The University of Texas at Arlington
- b. Appointed the firm of Geren Associates/CRS, Fort Worth, Texas, Consulting Architect to work with U. T. Arlington and the Office of Facilities Planning and Construction in preparing the Project Analysis, cost estimate, and recommendations to be presented for consideration by the U. T. Board of Regents at a future meeting
- c. Appropriated \$50,000 from Unappropriated Plant Funds - Time Deposit Interest for the Project Analysis including fees and related expenses

2. U. T. Arlington - Building for School of Architecture and Environmental Design (Project No. 301-548): Approval of Preliminary Plans; Authorization for Change in Scope; Revised Total Project Cost; Authorization to Prepare Final Plans; and Additional Appropriation Therefor.--Mr. James Pratt and Mr. Phillip Henderson, representing the Project Architect, Pratt, Box & Henderson & Partners, Dallas, Texas, presented the preliminary plans and specifications for the Building for the School of Architecture and Environmental Design at The University of Texas at Arlington to the Buildings and Grounds Committee on Thursday, April 14.

Based on this presentation and with the concurrence of the Academic Affairs Committee, the Buildings and Grounds Committee recommended and the Board:

- a. Approved the preliminary plans and specifications for the Building for the School of Architecture and Environmental Design along with its increase in scope at a revised estimated total project cost of \$11,600,000
- b. Authorized the Project Architect to prepare final plans and specifications for consideration by the U. T. Board of Regents at a future meeting

- c. Appropriated \$340,000 from the appropriation made by the 67th Legislature, Special Session 1982, for fees and related project expenses through completion of final plans (Previous appropriations had been \$125,000 from Ad Valorem Tax Proceeds.)

It is anticipated that the Building for the School of Architecture and Environmental Design will be a four story building of approximately 112,000 gross square feet and will accommodate the current enrollment of approximately 900 students.

3. U. T. Arlington - Thermal Energy Plant and Campus Distribution System (Project No. 301-474): Approval of Preliminary Plans; Authorization to Prepare Final Plans; Approval for Pre-Purchase of Equipment and for Executive Committee to Award Equipment Purchase Contracts; and Additional Appropriation Therefor.-- On Thursday, April 14, Mr. D. W. Gipson, representing the Project Engineer, Friberg, Alexander, Maloney, Gipson & Wier, Inc., Fort Worth, Texas, presented the preliminary plans and specifications for the Thermal Energy Plant and Campus Distribution System at The University of Texas at Arlington to the Buildings and Grounds Committee.

On the basis of this presentation, the Buildings and Grounds Committee recommended and the Board:

- a. Approved the preliminary plans and specifications for the Thermal Energy Plant and Campus Distribution System at an estimated total project cost of \$10,400,000
- b. Authorized the Project Engineer to prepare final plans and specifications for consideration by the U. T. Board of Regents at a future meeting
- c. Approved the pre-purchase of equipment and authorized the Office of Facilities Planning and Construction to advertise for bids for the equipment
- d. Authorized the Executive Committee to award all equipment purchase contracts
- e. Appropriated \$10,304,000 from funds provided by the 67th Legislature, Special Session 1982, for total project funding (Previous appropriations had been \$96,000 from Ad Valorem Tax Proceeds.)

It was noted that during the preparation of preliminary plans and specifications, it was determined that replacing the existing plant with a new thermal energy plant with increased capacity, along with necessary distribution modifications, could be accomplished within the same estimated total project cost and provide a more economical and energy efficient operation than continuing to use the old thermal energy plant together with a new plant on the west side of the campus.

The pre-purchase of equipment, such as chillers, pumps, etc., will expedite completion of the project and permit the Project Engineer to design the plant to accommodate specific items of equipment. Existing serviceable equipment will be relocated in the new plant and the existing plant building will be converted to a maintenance facility.

4. U. T. Austin - Academic Center - Fourth Floor Modifications: Authorization for Project; Appointment of Zapalac Associates Architects, Austin, Texas, Project Architect to Prepare Preliminary Plans and Cost Estimate; and Appropriation Therefor.--The Academic Affairs and Buildings and Grounds Committees recommended and the Board:
  - a. Authorized Fourth Floor Modifications of the Academic Center at The University of Texas at Austin to enclose an existing terrace for additional usable space
  - b. Appointed the firm of Zapalac Associates Architects, Austin, Texas, Project Architect to prepare preliminary plans, specifications and a detailed cost estimate for consideration by the U. T. Board of Regents at a future meeting
  - c. Appropriated \$5,000 from proceeds of Permanent University Fund Bonds for fees and related expenses through the preparation of preliminary plans
  
5. U. T. Austin - Facilities Improvements for School of Architecture - Restoration and Improvements of Battle Hall (Project No. 102-418): Approval of Preliminary Plans; Authorization to Prepare Final Plans; and Additional Appropriation Therefor.--Mr. Bill Booziotis and Mr. Chartier Newton, representing the Project Architect, Thomas Booziotis & Associates, Dallas, Texas, and Chartier Newton, Austin, Texas, presented the preliminary plans and specifications for the Restoration and Improvements of Battle Hall - Facilities Improvements for the School of Architecture at The University of Texas at Austin to the Buildings and Grounds Committee on Thursday, April 14.

Based on this presentation, the Buildings and Grounds Committee recommended and the Board:

- a. Approved the preliminary plans and specifications for the Restoration and Improvements of Battle Hall at an estimated total project cost of \$4,440,000
- b. Authorized the Project Architect to prepare final plans and specifications for consideration by the U. T. Board of Regents at a future meeting
- c. Appropriated \$195,000 from proceeds of Permanent University Fund Bonds for fees and related project expenses through completion of final plans (Previous appropriations had been \$23,500 from the Available University Fund.)

The pre-purchase of equipment, such as chillers, pumps, etc., will expedite completion of the project and permit the Project Engineer to design the plant to accommodate specific items of equipment. Existing serviceable equipment will be relocated in the new plant and the existing plant building will be converted to a maintenance facility.

4. U. T. Austin - Academic Center - Fourth Floor Modifications: Authorization for Project; Appointment of Zapalac Associates Architects, Austin, Texas, Project Architect to Prepare Preliminary Plans and Cost Estimate; and Appropriation Therefor.--The Academic Affairs and Buildings and Grounds Committees recommended and the Board:

- a. Authorized Fourth Floor Modifications of the Academic Center at The University of Texas at Austin to enclose an existing terrace for additional usable space
- b. Appointed the firm of Zapalac Associates Architects, Austin, Texas, Project Architect to prepare preliminary plans, specifications and a detailed cost estimate for consideration by the U. T. Board of Regents at a future meeting
- c. Appropriated \$5,000 from proceeds of Permanent University Fund Bonds for fees and related expenses through the preparation of preliminary plans

5. U. T. Austin - Facilities Improvements for School of Architecture - Restoration and Improvements of Battle Hall (Project No. 102-418): Approval of Preliminary Plans; Authorization to Prepare Final Plans; and Additional Appropriation Therefor.--Mr. Bill Booziotis and Mr. Chartier Newton, representing the Project Architect, Thomas Booziotis & Associates, Dallas, Texas, and Chartier Newton, Austin, Texas, presented the preliminary plans and specifications for the Restoration and Improvements of Battle Hall - Facilities Improvements for the School of Architecture at The University of Texas at Austin to the Buildings and Grounds Committee on Thursday, April 14.

Based on this presentation, the Buildings and Grounds Committee recommended and the Board:

- a. Approved the preliminary plans and specifications for the Restoration and Improvements of Battle Hall at an estimated total project cost of \$4,440,000
- b. Authorized the Project Architect to prepare final plans and specifications for consideration by the U. T. Board of Regents at a future meeting
- c. Appropriated \$195,000 from proceeds of Permanent University Fund Bonds for fees and related project expenses through completion of final plans (Previous appropriations had been \$23,500 from the Available University Fund.)

The Restoration and Improvements to Battle Hall will include improved facilities for the School of Architecture Library, architectural drawings collection, slide collection, materials laboratory, and faculty and library staff offices. The existing seven level library stack system will be replaced with four permanent levels of fire resistant construction, including a new emergency exit stairway, two new elevators and a sprinkler system. Restoration of the building exterior will not alter the distinguished architectural design.

6. U. T. Austin - Facilities Improvements for School of Architecture - Remodeling and Expansion of Goldsmith Hall and Site Development (Project No. 102-496): Approval of Revised Preliminary Plans and Authorization to Prepare Final Plans.--At the Buildings and Grounds Committee meeting on April 14, Mr. Bill Booziotis and Mr. Chartier Newton, representing the Project Architect, Thomas Booziotis & Associates, Dallas, Texas, and Chartier Newton, Austin, Texas, presented the revised preliminary plans and specifications for the Remodeling and Expansion of Goldsmith Hall and Site Development - Facilities Improvements for the School of Architecture at The University of Texas at Austin.

On the basis of this presentation, the Buildings and Grounds Committee recommended and the Board:

- a. Approved the revised preliminary plans and specifications for the Remodeling and Expansion of Goldsmith Hall and Site Development at an estimated total project cost of \$11,000,000
- b. Authorized the Project Architect to prepare final plans and specifications for consideration by the U. T. Board of Regents at a future meeting

The Remodeling of Goldsmith Hall will include approximately 50,800 gross square feet of space and will provide a first floor exhibition area, additional review spaces, improved design studios, seminar rooms, offices for graduate students and teaching assistants, and a sprinkler system.

The Expansion of Goldsmith Hall will include approximately 32,450 gross square feet of space and will provide additional architectural instructional studios, review spaces, a 100 seat classroom with media facilities, faculty offices, administrative offices, studio support shop and printing facilities, student lounge, new restrooms, additional elevator for the disabled, a new stairway and sprinkler system.

7. U. T. Austin - Balcones Research Center - Site Development and Utility Distribution (Project No. 102-523): Authorization to Increase Project Scope and Amend Contract with J. C. Evans Construction Company, Inc., Austin, Texas, and Additional Appropriation Therefor.--It was reported that at the time the contract for the Site Development and Utility Distribution at the Balcones Research Center of The University of Texas at Austin was awarded in August 1982 to J. C. Evans

Construction Company, Inc., Austin, Texas, budget limitations prevented the acceptance of certain alternate bids which would have provided for an additional 12.5 KV electrical distribution system as well as tie-in to certain facilities, including the Applied Research Laboratories, Center for Research in Water Resources, Aerodynamics, Earth Science and Engineering, and the Electrical Engineering Research Laboratories which have existed at the Balcones Research Center for a number of years. Favorable results on recent bids for buildings at the Balcones Research Center have resulted in the availability of funds for this additional work.

Therefore, upon recommendation of the Finance and Audit and Buildings and Grounds Committees, the Board:

- a. Authorized an increase in scope to provide additional utilities distribution and improvements at the Balcones Research Center at a total additional project cost of \$1,346,628
  - b. Authorized the University to issue a Change Order to amend the contract with J. C. Evans Construction Company, Inc., Austin, Texas, in an amount not to exceed \$1,060,850
  - c. Appropriated \$1,346,628 from proceeds of Permanent University Fund Bonds for the additional construction costs, fees and related expenses (Previous appropriations had been \$6,287,137 from the Available University Fund.)
8. U. T. Austin - Central Chilling Station No. 5 (Project No. 102-551): Approval of Preliminary Plans; Authorization to Prepare Final Plans, Approval for Pre-Purchase of Equipment and for Executive Committee to Award Equipment Purchase Contracts; and Additional Appropriation Therefor.--Mr. William E. Wallis and Mr. W. K. Mannond, representing the Project Engineer, William E. Wallis & Associates, San Antonio, Texas, presented the preliminary plans and specifications for the Central Chilling Station No. 5 at The University of Texas at Austin to the Buildings and Grounds Committee on Thursday, April 14.

Based on this presentation and with the concurrence of the Finance and Audit Committee, the Buildings and Grounds Committee recommended and the Board:

- a. Approved the preliminary plans and specifications for the Central Chilling Station No. 5 at an estimated total project cost of \$16,950,000
- b. Authorized the Project Engineer to prepare final plans and specifications for consideration by the U. T. Board of Regents at a future meeting
- c. Approved the pre-purchase of equipment and authorized the Office of Facilities Planning and Construction to advertise for bids for the equipment

- d. Authorized the Executive Committee to award all equipment purchase contracts
- e. Appropriated \$4,775,000 from proceeds of Permanent University Fund Bonds for pre-purchase of equipment and for fees and related project expenses through completion of final plans (Previous appropriations had been \$145,000 from Pooled Interest on Bond Proceeds and Other Construction Funds.)

Central Chilling Station No. 5 will provide chilling capacity of 8,000 tons by mid-1985 together with space to add an additional capacity of 4,000 to 6,000 tons within the building at a future date. The building will be constructed in the north portion of the campus and will be connected with other chilling stations by utility tunnel extensions to provide diversity within the system.

- 9. U. T. San Antonio - University Center Building (Student Union Building) (Project No. 401-447): Acceptance of Feasibility Study; Approval of Site Location and Name Change; Authorization for Project; Appointment of O'Neill & Perez Associates, San Antonio, Texas, Project Architect to Prepare Preliminary Plans; and Appropriation Therefor.--Mr. Larry O'Neill and Mr. Mickey Conrad, representing the Consulting Architect, O'Neill & Perez Associates, San Antonio, Texas, reported on the Feasibility Study for a Student Union Building at The University of Texas at San Antonio to the Buildings and Grounds Committee on Thursday, April 14.

Upon recommendation of the Academic Affairs and Buildings and Grounds Committees, the Board:

- a. Accepted the Feasibility Study for the University Center Building (Student Union Building)
- b. Approved a site on the West Paseo near the Convocation Center Building for the new facility
- c. Approved the use of University Center Building as the official title of the project
- d. Authorized the preliminary design of the University Center Building at an estimated total project cost of \$5,000,000
- e. Appointed the firm of O'Neill & Perez Associates, San Antonio, Texas, Project Architect to prepare preliminary plans and a detailed cost estimate for the new construction of approximately 38,600 gross square feet
- f. Appropriated \$53,000 from U. T. San Antonio University Center Student Fees for fees and related project expenses through the preparation of preliminary plans (Previous appropriations had been \$20,000 from U. T. San Antonio Unappropriated Plant Funds for the Feasibility Study including fees and related expenses.)

10. U. T. Medical Branch - Galveston (U. T. Medical School - Galveston) - Clinical Sciences Building - Remodeling for the Department of Medical Records: Authorization for Project; Completion of Final Plans; Subject to Final Review of Bidding Documents, Authorization to Advertise for Bids, Award Construction Contract and Completion of Project by U. T. Medical Branch - Galveston Administration; and Funding Therefor.--Upon recommendation of the Finance and Audit, Health Affairs and Buildings and Grounds Committees, the Board:

- a. Authorized remodeling of a section of the third floor of the Clinical Sciences Building for the Department of Medical Records at the U. T. Medical School - Galveston of The University of Texas Medical Branch at Galveston at an estimated total project cost of \$220,000
- b. Authorized completion of final plans and specifications, bid advertisement and award of construction contract by the U. T. Medical Branch - Galveston Administration or subsequent completion of the project by the Physical Plant Department with its own forces, all in consultation with the Office of Facilities Planning and Construction
- c. Authorized expenditure of \$220,000 from U. T. Medical Branch - Galveston Unexpended Plant Funds - Project Allocation for the estimated total project cost

It was noted that this remodeling includes 2,500 square feet of space. The construction contract award will be reported at a future meeting of the U. T. Board of Regents.

11. U. T. Medical Branch - Galveston (U. T. Medical School - Galveston) - Keiller Building - Remodeling for Pathology Department: Authorization for Project; Submission to Coordinating Board; Completion of Final Plans; Subject to Coordinating Board Approval and Final Review of Bidding Documents, Authorization to Advertise for Bids and Award of Construction Contract by U. T. Medical Branch - Galveston Administration, and Completion of Project; and Funding Therefor.--The Finance and Audit, Health Affairs and Buildings and Grounds Committees recommended and the Board:

- a. Authorized a remodeling project in the Keiller Building for the Department of Pathology at the U. T. Medical School - Galveston of The University of Texas Medical Branch at Galveston at an estimated total project cost of \$200,000
- b. Authorized submission of the project to the Coordinating Board, Texas College and University System
- c. Authorized completion of final plans and specifications; and subject to Coordinating Board approval, authorized bid advertisement, and award of construction contract by the U. T. Medical Branch - Galveston Administration or subsequent completion of the project by the Physical Plant Department with its own forces, all in consultation with the Office of Facilities Planning and Construction

- d. Authorized expenditure of \$200,000 from U. T. Medical Branch - Galveston Unexpended Plant Funds - Project Allocation for the estimated total project cost

The construction contract will be reported at a future meeting of the U. T. Board of Regents.

This 1,800 square feet of space when remodeled will serve as a satellite laboratory of the Histology Laboratory for the Autopsy Service and as a special procedure laboratory of surgical pathology, specifically for immunohistochemical (Peroxidase) and some preparatory electron microscopy procedures. It will also function as a histology technician training area and contain facilities for histochemistry and histoauto radiography.

12. U. T. Medical Branch - Galveston - Laundry Building Remodeling: Authorization for Project; Submission to Coordinating Board; Completion of Final Plans; Subject to Coordinating Board Approval and Final Review of Bidding Documents, Authorization to Advertise for Bids, Award Construction Contract by U. T. Medical Branch - Galveston Administration and Completion of Project; and Funding Therefor.--In order to meet the guidelines of the Joint Commission on Accreditation of Hospitals, the Finance and Audit and Buildings and Grounds Committees recommended and the Board:

- a. Authorized a Remodeling project for the Expansion of the Laundry Building at The University of Texas Medical Branch at Galveston at an estimated total project cost of \$500,000
- b. Authorized submission of the project to the Coordinating Board, Texas College and University System
- c. Subject to Coordinating Board approval, authorized completion of final plans and specifications, bid advertisement, award of construction contract by the U. T. Medical Branch - Galveston Administration or subsequent completion of the project by the Physical Plant Department with its own forces, all in consultation with the Office of Facilities Planning and Construction
- d. Authorized expenditure of \$500,000 from U. T. Medical Branch - Galveston Unexpended Plant Funds - Project Allocation for the estimated total project cost

The construction contract award will be reported at a future meeting of the U. T. Board of Regents.

Within the scope of this project 8,600 square feet of space previously occupied by the Physical Plant Department will be remodeled to provide better separation of the soiled linen collection area from the linen distribution area, additional dry cleaning and production capacity to handle the additional load expected when the Texas Department of Corrections Hospital becomes fully operational, and will enclose an outside staging area for a waterproof holding area for loaded clean linen carts.

13. U. T. Medical Branch - Galveston (U. T. Hospitals - Galveston) - John W. McCullough Outpatient Clinic Building - Remodeling for the Department of Radiation Oncology: Authorization for Project; Completion of Final Plans; Subject to Final Review of Bidding Documents, Authorization to Advertise for Bids, Award Construction Contract by U. T. Medical Branch - Galveston Administration, and Completion of Project; and Funding Therefor.--In order to provide the turnstile pit, steel base plate and a shielding maze of concrete necessary for the new 6 MEV Linear Accelerator at The University of Texas Medical Branch at Galveston, the Finance and Audit, Health Affairs and Buildings and Grounds Committees recommended and the Board:

- a. Authorized the Remodeling for the Department of Radiation Oncology in the John W. McCullough Outpatient Clinic Building at an estimated total project cost of \$126,000
- b. Authorized completion of final plans and specifications, bid advertisement, award of construction contract by the U. T. Medical Branch - Galveston Administration, or subsequent completion of the project by the Physical Plant Department with its own forces, all in consultation with the Office of Facilities Planning and Construction
- c. Authorized expenditure of \$126,000 from a Sealy & Smith Foundation Grant for the estimated total project cost

The U. T. Medical Branch - Galveston Administration will report the construction contract award at a future meeting of the U. T. Board of Regents.

14. U. T. Medical Branch - Galveston (U. T. Hospitals - Galveston) - Renovation of Graves Hospital (Phase II) for Psychiatric Support Services (Project No. 601-377): Award of Construction Contract to Don Tarpey Construction Co., Texas City, Texas; Revised Total Project Cost; and Additional Appropriation Therefor.--The Board, upon recommendation of the Finance and Audit and Buildings and Grounds Committees:

- a. Awarded a construction contract for the Renovation of Graves Hospital (Phase II) for Psychiatric Support Services at The University of Texas Medical Branch at Galveston to the lowest responsible bidder, Don Tarpey Construction Co., Texas City, Texas, as follows:

Base Bid	\$314,300
Alternate Bid No. 1 (Finish 3rd Floor East)	187,000
Alternate Bid No. 3a (Reglaze Windows 3rd Floor West)	2,500
Alternate Bid No. 3b (Reglaze Windows 3rd Floor East)	2,500
Total Contract Award	<u>\$506,300</u>

- b. Approved a revised total project cost of \$593,000 (The previously authorized total project cost had been \$500,000.)

- c. Appropriated \$93,000 from U. T. Medical Branch - Galveston Unexpended Plant Funds for total project funding (Previous appropriations had been \$500,000 from the same source.)

15. U. T. Cancer Center - The R. E. "Bob" Smith Research Building - Renovation to Provide Animal Care Facilities: Authorization for Project; Submission to Coordinating Board; Completion of Final Plans, Subject to Coordinating Board Approval and Final Review of Bidding Documents, Authorization to Advertise for Bids, Award Construction Contract by U. T. Cancer Center Administration and Completion of Project; and Funding Therefor.--To provide animal care facilities to support programs of newly appointed outstanding scientists to the staff of The University of Texas System Cancer Center, the Board, upon recommendation of the Finance and Audit, Health Affairs and Buildings and Grounds Committees:

- a. Authorized Renovation of The R. E. "Bob" Smith Research Building to provide animal care facilities at an estimated total project cost of \$750,000
- b. Authorized submission of the project to the Coordinating Board, Texas College and University System
- c. Authorized completion of final plans and specifications; and subject to Coordinating Board approval, bid advertisement, award of construction contract by the U. T. Cancer Center Administration or subsequent completion of the project by the Physical Plant Department with its own forces, all in consultation with the Office of Facilities Planning and Construction
- d. Authorized expenditure of \$750,000 from U. T. Cancer Center Account No. 187286 - Allotment Account for Future Renovation Projects for the estimated total project cost

The construction contract will be reported by the U. T. Cancer Center Administration at a future meeting of the U. T. Board of Regents.

This remodeling will involve approximately 12,000 square feet of space which will convert the 29 foot ceiling heights into two levels. The area will include space for environmentally controlled animal housing, conventional animal facilities, and support services such as cage washing machines and sterilizers.

16. U. T. Cancer Center (U. T. Science Park) - Veterinary Resources Division at Bastrop - Veterinary Pathology Building (Project No. 703-517): Approval of Award of Construction Contract to H & L Contractors, Inc., Austin, Texas, Revised Total Project Cost and Additional Appropriation Therefor.--Upon recommendation of the Finance and Audit and Buildings and Grounds Committees, the Board:

- a. Approved the award of a construction contract by The University of Texas System Cancer Center Administration for the Veterinary Pathology Building at the Veterinary Resources Division

at Bastrop - U. T. Cancer Center (U. T. Science Park) to the lowest responsible bidder, H & L Contractors, Inc., Austin, Texas, as follows:

Base Bid	\$318,000
Alternate No. 3 (Paving)	<u>7,200</u>
Total Contract Award	<u>\$325,200</u>

- b. Approved a revised total project cost of \$345,000 to cover the contract award and related expenses (The previously authorized total project cost had been \$300,000.)
- c. Appropriated additional funds in the amount of \$45,000 from Account No. 187292 "Roof Repairs at Science Park" (Previous appropriations had been \$188,340 from Account No. 187291 "Science Park Building Expansion" and \$111,660 from General Fund Unappropriated Balances.)

Regent Milburn abstained from voting on this matter due to a possible conflict of interest.

REPORT AND RECOMMENDATIONS OF THE LAND AND INVESTMENT COMMITTEE (Pages 77 - 96).--Committee Chairman Milburn reported that the Land and Investment Committee had met in open session on Thursday, April 14, 1983, to consider those matters on its agenda and to formulate recommendations for the U. T. Board of Regents. Unless otherwise indicated, all actions set forth in the Minute Orders which follow were recommended by the Land and Investment Committee and approved in open session and without objection by the U. T. Board of Regents:

The execution of documents authorized in this report will be in accordance with the Regents' Rules and Regulations, Part Two, Chapter IX, Section 1.3 as set forth below:

- 1.3 Authority to Execute Instruments Relating to Land and Mineral Interests.--The Chairman of the Board, the Vice-Chairmen, the Chancellor, or his delegate, are each authorized to execute conveyances, deeds, surface and/or mineral leases, easements, rights-of-way, oil and gas division orders, and transfer orders, geophysical and material source permits, water contracts, pooling and unitization agreements, and any other instruments as may be necessary or appropriate from time to time, relating to the handling, management, control, and disposition of any real estate or mineral interest held or controlled by the Board as a part of the PUF or as a part of any trust or special fund.

I. PERMANENT UNIVERSITY FUND

INVESTMENT MATTERS

1. Report on Clearance of Monies to Permanent University Fund for January and February 1983, and Report on Oil and Gas Development as of February 28, 1983.--The following reports with respect to (a) certain monies cleared to the Permanent University Fund for January and February 1983 and (b) Oil and Gas Development as of February 28, 1983, were submitted by the Executive Director for Investments and Trusts:

	January, 1983	February, 1983	Cumulative thru February This Fiscal Year (1982-1983)	Cumulative thru February-Preceding Fiscal Year (1981-1982)	Per Cent Change
<u>Permanent University Fund</u>					
Royalty					
Oil	\$ 9,753,903.59	\$ 10,107,548.04	\$ 60,201,939.48	\$ 64,571,802.75	( 6.78%)
Gas	3,398,799.71	3,465,783.91	21,610,950.45	25,412,372.37	( 14.96%)
Sulphur	112,669.01	171,947.32	594,169.96	3,722,670.42	( 84.04%)
Water	10,246.19	6,807.68	140,899.19	103,080.89	36.67%
Brine	5,682.83	7,391.80	30,061.89	39,970.43	( 24.79%)
Rental					
Oil and Gas Leases	285,883.54	454,639.26	994,982.54	1,308,249.31	( 23.95%)
Other	2,628.82		2,530.86	2,253.11	12.33%
Sale of Sand, Gravel, Etc.	1,211.25	7,155.20	10,007.90	18,702.09	( 46.49%)
Gain or (Loss) on Sale of Securities	698,711.46	393,784.83	6,075,540.86	6,352,585.86	( 4.36%)
Transfer from Special 1% Fee Fund				700,000.00	(100.00%)
Sub-Total	<u>14,269,736.40</u>	<u>14,615,058.04</u>	<u>89,661,083.13</u>	<u>102,231,687.23</u>	( 12.30%)
Bonuses					
Oil and Gas Lease Sales				17,842,000.00	(100.00%)
Amendments and Extensions to Mineral Leases	20,918.76	( 16,085.31)	492,717.43	1,054,213.00	( 53.26%)
Total Bonuses	<u>20,918.76</u>	<u>( 16,085.31)</u>	<u>492,717.43</u>	<u>18,896,213.00</u>	( 97.39%)
TOTAL CLEARANCES	<u>\$ 14,290,655.16</u>	<u>\$ 14,598,972.73</u>	<u>\$ 90,153,800.56</u>	<u>\$121,127,900.23</u>	( 25.57%)

Oil and Gas Development -  
Acreage Under Lease - 916,435

Number of Producing Acres - 537,021

Number of Producing Leases - 2,174

2. Permanent University Fund: Employment of A. G. Becker, Inc., Houston, Texas, to Perform Audit on Investment Performance of U. T. System Investment Staff and Investment Counselors.--Upon motion of Committee Chairman Milburn, seconded by Regent Hay, the Board authorized the employment of A. G. Becker, Inc., Houston, Texas, to perform an audit on the investment performance of The University of Texas System investment staff and the four investment counselors employed by the U. T. Board of Regents for the period from November 1, 1981 through August 31, 1983.

Committee Chairman Milburn noted that this recommendation follows the suggestion made previously by the Investment Advisory Committee.

Since this action was not on the official agenda posted with the Secretary of State, it will be confirmed via an Executive Committee Letter and subsequently ratified by the Board at the June meeting.

## II. TRUST AND SPECIAL FUNDS

### A. GIFTS, BEQUESTS AND ESTATES

1. U. T. Austin: Acceptance of Gifts and Pledge from Mr. J. H. Herring, Findlay, Ohio, and Matching Corporate Funds from Marathon Oil Foundation, Inc., Findlay, Ohio, and Establishment of the J. H. Herring Centennial Professorship in Petroleum Engineering in the College of Engineering and Establishment of the J. H. Herring Centennial Professorship in Engineering in the College of Engineering with Matching Funds from The Centennial Teachers and Scholars Program.--Approval was given to accept a gift of 811 shares of Dana Corporation common stock valued at approximately \$27,776.75, a \$5,000 gift, and a \$57,223.25 pledge from Mr. J. H. Herring, Findlay, Ohio, and matching corporate funds in the amount of \$10,000 from the Marathon Oil Foundation, Inc., Findlay, Ohio, for a total endowment of \$100,000 and to establish the J. H. Herring Centennial Professorship in Petroleum Engineering in the Department of Petroleum Engineering, College of Engineering, at The University of Texas at Austin. The pledge will be paid in full through annual gifts from Mr. Herring and two-for-one matching corporate gift funds from the Marathon Oil Foundation, Inc., prior to August 31, 1985.

The Board authorized that the total gifts of \$42,776.75 and the \$57,223.25 pledge, when received, be matched from The Centennial Teachers and Scholars Program and the J. H. Herring Centennial Professorship in Engineering be established in the College of Engineering.

2. U. T. Austin: Hughes Tool Company Centennial Professorship in Mechanical Engineering in the College of Engineering - Designation of Use of the Matching Funds from The Centennial Teachers and Scholars Program.--Upon recommendation of the Land and Investment Committee and in accordance with the donor's wishes, the Board authorized that the \$100,000 in matching funds from The Centennial Teachers and

Scholars Program, eligible for use from the gift and pledge establishing the Hughes Tool Company Centennial Professorship in Mechanical Engineering in the College of Engineering at The University of Texas at Austin, be used to double the size of the endowment for the Professorship.

3. U. T. Austin: Acceptance of Gift from Hughes Tool Company, Houston, Texas, and Establishment of the Hughes Tool Company Centennial Lectureship in Accounting in the College of Business Administration and the Graduate School of Business and Eligibility for Matching Funds from The Centennial Teachers and Scholars Program.--The Board accepted a gift of \$20,000 from the Hughes Tool Company, Houston, Texas, and established the Hughes Tool Company Centennial Lectureship in Accounting in the College of Business Administration and the Graduate School of Business at The University of Texas at Austin.

Further, the Board authorized that the matching allocation from The Centennial Teachers and Scholars Program be used to double the size of the endowment in accordance with the donor's wishes.

4. U. T. Austin: Acceptance of Gifts from Mr. and Mrs. John A. Jackson, Dallas, Texas, and Members of the Geology Foundation Advisory Council and Establishment of the John A. and Katherine G. Jackson Centennial Teaching Fellowship in Geological Sciences in the College of Natural Sciences and Eligibility for Matching Funds from The Centennial Teachers and Scholars Program.--Approval was given to accept a \$25,000 gift from Mr. and Mrs. John A. Jackson, Dallas, Texas, and \$25,000 from members of the Geology Foundation Advisory Council and to establish the John A. and Katherine G. Jackson Centennial Teaching Fellowship in Geological Sciences in the Department of Geological Sciences, College of Natural Sciences, at The University of Texas at Austin.

In accordance with the donors' wishes, the use of the matching funds from The Centennial Teachers and Scholars Program will be designated at a later date.

5. U. T. Austin: Luci Baines Johnson Centennial Lectureship in the School of Nursing - (a) Acceptance of Gift of Securities from Mrs. Joseph H. Blades, Houston, Texas, and Blades Family, and Pledge from Various Donors; (b) Redesignation of the Luci Baines Johnson Centennial Lectureship in the School of Nursing the Luci B. Johnson Centennial Professorship in Nursing; (c) Redesignation of the Use of Matching Funds from The Centennial Teachers and Scholars Program; and (d) Establishment of the Joseph H. Blades Centennial Memorial Professorship in Nursing with Matching Funds from The Centennial Teachers and Scholars Program.--The Board, upon recommendation of the Land and Investment Committee, accepted a gift of 1,400 shares of Xerox Corporation common stock valued at approximately \$54,862.50 from Mrs. Joseph H. Blades, Houston, Texas, and the Blades Family and a pledge of approximately \$26,000 from various donors and redesignated the

Luci Baines Johnson Centennial Lectureship in the School of Nursing the Luci B. Johnson Centennial Professorship in Nursing in the School of Nursing at The University of Texas at Austin. The initial funding of \$20,000 for the Lectureship will complete the \$100,000 required for the Professorship.

Further, the Board established the Joseph H. Blades Centennial Memorial Professorship in Nursing in the School of Nursing with matching funds from The Centennial Teachers and Scholars Program eligible for use from the \$80,000 gifts and redesignated the use of \$20,000 in matching funds from The Centennial Teachers and Scholars Program eligible from the gifts establishing the Luci Baines Johnson Centennial Lectureship. The endowment for the Joseph H. Blades Centennial Memorial Professorship in Nursing is \$100,000.

6. U. T. Austin: (a) Acceptance of Gift of Securities from the George and Ronya Kozmetsky Family, Austin, Texas, and Matching Corporate Funds from Teledyne, Inc., Los Angeles, California; (b) Establishment of Fifteen George and Ronya Kozmetsky Centennial Fellowships; (c) Establishment of the George and Ronya Kozmetsky Centennial Lectureship; (d) Eligibility for Matching Funds from The Centennial Teachers and Scholars Program; and (e) Exception to Regents' Rules and Regulations, Part Two, Chapter I, Section 4, Subsection 4.44.--The Board accepted a gift of 16,681 shares of Teledyne, Inc., common stock with a value of \$2,287,931.72 from the George and Ronya Kozmetsky Family, Austin, Texas, and \$7,000 in matching corporate funds from Teledyne, Inc., Los Angeles, California, for a total of \$2,294,931.72, and established the following academic positions at The University of Texas at Austin:

- (a) two George and Ronya Kozmetsky Centennial Fellowships with \$300,000 each
- (b) three George and Ronya Kozmetsky Centennial Fellowships with \$200,000 each
- (c) nine George and Ronya Kozmetsky Centennial Fellowships with \$100,000 each
- (d) one George and Ronya Kozmetsky Centennial Fellowship with \$94,931.72
- (e) one George and Ronya Kozmetsky Centennial Lectureship with \$100,000

Recommendations for specific name and college designations for each of the sixteen endowments will be made at a later date.

The \$2,287,931.72 gift and \$7,000 matching corporate funds will be matched from The Centennial Teachers and Scholars Program and used to double the size of each of the sixteen endowments.

An exception to the Regents' Rules and Regulations, Part Two, Chapter I, Section 4, Subsection 4.44 was made in order to fund the George and Ronya

Kozmetsky Centennial Lectureship with a total of \$200,000 including The Centennial Teachers and Scholars Program matching allocation.

7. U. T. Austin: Establishment of the W. James Kronzer Chair in Trial and Appellate Advocacy in the School of Law and Eligibility for Matching Funds from The Centennial Teachers and Scholars Program.--At the request of the Law School Foundation (an external foundation), the W. James Kronzer Chair in Trial and Appellate Advocacy was established in the School of Law at The University of Texas at Austin in accordance with the Regents' Rules and Regulations. The funding for this Chair (\$500,000) will be retained by the Law School Foundation and will be administered per the agreement between the Foundation and the U. T. Board of Regents.

The matching allocation in the amount of \$500,000 from The Centennial Teachers and Scholars Program will be used to double the size of the endowment for the Chair. The matching allocation will be held and administered by the U. T. Board of Regents.

8. U. T. Austin: Acceptance of Gift and Pledge from Dr. James H. Leech and Family, Dallas, Texas, and Gifts from Ms. Jane Gregory Marechal, Houston, Texas, and Dr. George S. Heyer, Jr., Austin, Texas, and Establishment of the Mary Saunders Leech Centennial Lectureship in the College of Fine Arts and Eligibility for Matching Funds from The Centennial Teachers and Scholars Program.--Upon recommendation of the Land and Investment Committee, the Board accepted a gift of \$10,000 and pledge of \$3,000 from Dr. James H. Leech and family, Dallas, Texas, and gifts of \$5,000 from Ms. Jane Gregory Marechal, Houston, Texas, and \$2,000 from Dr. George S. Heyer, Jr., Austin, Texas, for a total endowment of \$20,000, and established the Mary Saunders Leech Centennial Lectureship in the College of Fine Arts at The University of Texas at Austin. The pledge will be paid prior to August 31, 1985.

Further, the Board authorized that the gifts and pledge, when received, be matched from The Centennial Teachers and Scholars Program and, in accordance with the donors' wishes, used to double the size of the endowment.

9. U. T. Austin: The Margaret and Eugene McDermott Centennial Professorship in Banking and Finance in the Graduate School of Business - Establishment of the Grace Hill Milam Centennial Fellowship in Fine Arts in the College of Fine Arts with Matching Funds from The Centennial Teachers and Scholars Program.--In accordance with the donor's wishes, the Board authorized that the \$50,000 received since September 1, 1980, for The Margaret and Eugene McDermott Centennial Professorship in Banking and Finance in the Graduate School of Business at The University of Texas at Austin be matched from The Centennial Teachers and Scholars Program and that the Grace Hill Milam Centennial Fellowship in Fine Arts in the College of Fine Arts be established.

10. U. T. Austin: Establishment of the Rowland Pettit Centennial Professorship in Chemistry in the College of Natural Sciences and Establishment of the Rowland Pettit Centennial Visiting Professorship in the College of Natural Sciences with Matching Funds from The Centennial Teachers and Scholars Program.--Approval was given to establish the Rowland Pettit Centennial Professorship in Chemistry in the Department of Chemistry, College of Natural Sciences, at The University of Texas at Austin with previously reported gifts from various donors in the amount of \$100,000.

Further, the Board authorized that the \$58,643 received since September 1, 1981, be matched from The Centennial Teachers and Scholars Program and used to establish the Rowland Pettit Centennial Visiting Professorship in the Department of Chemistry, College of Natural Sciences.

11. U. T. Austin: Establishment of the Eddy Clark Scurlock Centennial Professorship in Management in the College of Business Administration and the Graduate School of Business and Eligibility for Matching Funds from The Centennial Teachers and Scholars Program.--At the request of The Business School Foundation (an external foundation), the Eddy Clark Scurlock Centennial Professorship in Management in the College of Business Administration and the Graduate School of Business was established at The University of Texas at Austin in accordance with the Regents' Rules and Regulations. The funding for this Professorship (\$100,282) will be retained by The Business School Foundation and will be administered per the agreement between the Foundation and the U. T. Board of Regents.

The \$100,282 endowment will be matched from The Centennial Teachers and Scholars Program and used to double the size of the endowment for the Professorship. The matching allocation will be held and administered by the U. T. Board of Regents.

12. U. T. Austin: Acceptance of Gift from Mr. and Mrs. Larry Temple, Austin, Texas, and Establishment of the Louann and Larry Temple Centennial Professorship in English Literature in the College of Liberal Arts and Establishment of the Louann and Larry Temple Centennial Professorship in the Humanities in the College of Liberal Arts with Matching Funds from The Centennial Teachers and Scholars Program (No Publicity).--Upon recommendation of the Land and Investment Committee, the Board accepted a \$100,000 gift from Mr. and Mrs. Larry Temple, Austin, Texas, and established the Louann and Larry Temple Centennial Professorship in English Literature in the Department of English, College of Liberal Arts at The University of Texas at Austin.

Further, in accordance with the donors' wishes, the matching allocation of \$100,000 from The Centennial Teachers and Scholars Program will be used to establish the Louann and Larry Temple

Centennial Professorship in the Humanities in the College of Liberal Arts.

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

13. U. T. Austin: Joe C. Walter, Jr. Chair in Engineering - Eligibility for Matching Funds from The Centennial Teachers and Scholars Program.-- It was reported that Houston Oil and Minerals Corporation, Houston, Texas, had given \$25,000 and pledged \$75,000 for the establishment of the J. C. Walter, Jr. Professorship of Engineering at The University of Texas at Austin. Additional funding was provided by Mr. Joe C. Walter, Jr., in the amount of \$400,000, and the Professorship was redesignated the Joe C. Walter, Jr. Chair in Engineering at the August 1981 Board of Regents' meeting. Tenneco Inc., Houston, Texas, has acquired the assets and obligations of the Houston Oil and Minerals Corporation and has made the final \$25,000 pledge payment.

Therefore, the \$25,000 pledge payment made by Tenneco Inc., was approved for matching funds from The Centennial Teachers and Scholars Program and, in accordance with the donor's wishes, the matching allocation will be added to the Joe C. Walter, Jr. Chair in Engineering, thus increasing the endowment to a total of \$525,000.

14. U. T. Austin: Establishment of the George S. Watson Centennial Fellowship in Business in the College of Business Administration and the Graduate School of Business and Establishment of the George S. Watson Centennial Fellowship in Small Business and Entrepreneurship in the College of Business Administration and the Graduate School of Business with Matching Funds from The Centennial Teachers and Scholars Program.--At the request of The Business School Foundation (an external foundation), the George S. Watson Centennial Fellowship in Business in the College of Business Administration and the Graduate School of Business was established at The University of Texas at Austin in accordance with the Regents' Rules and Regulations. The funding for this Fellowship (\$50,000) will be retained by The Business School Foundation and will be administered per the agreement between the Foundation and the U. T. Board of Regents.

The matching allocation in the amount of \$50,000 from The Centennial Teachers and Scholars Program will be used to establish the George S. Watson Centennial Fellowship in Small Business and Entrepreneurship in the College of Business Administration and the Graduate School of Business. The matching allocation will be held and administered by the U. T. Board of Regents.

15. U. T. Austin: Establishment of the George W. Watt Centennial Professorship in the College of Natural Sciences and Establishment of the George and Pauline Watt Centennial Lectureship in the College of Natural Sciences with Matching Funds from The Centennial Teachers and Scholars Program.--Upon recommendation of the Land and Investment Committee, the Board approved the establishment of the George W. Watt Centennial Professorship in the Department of Chemistry, College of Natural Sciences, at The University of Texas at Austin with previously reported gifts in the amount of \$100,000 from various donors.

Further, the Board authorized that \$27,290 of these funds received since September 1, 1981, be matched from The Centennial Teachers and Scholars Program and used to establish the George and Pauline Watt Centennial Lectureship in the Department of Chemistry, College of Natural Sciences.

16. U. T. Austin: Andrews & Kurth Centennial Professorship in Law in the School of Law - Redesignation of the Use of Matching Funds from The Centennial Teachers and Scholars Program.--At the request of the Law School Foundation (an external foundation), an amendment to item four of the irrevocable agreement establishing the Andrews & Kurth Centennial Professorship in Law in the School of Law at The University of Texas at Austin was approved. This amendment redesignates the use of the \$100,000 in matching funds from The Centennial Teachers and Scholars Program to increase the endowment for each of the following previously established endowed academic positions:

(a) Andrews & Kurth Centennial Professorship in Law, School of Law - \$50,000

(b) A. W. Walker Centennial Chair, School of Law - \$25,000

(See Page 86 for this redesignation.)

(c) James L. Bayless Chair for Free Enterprise, College of Business Administration and the Graduate School of Business - \$25,000

The matching allocation will be held and administered by the U. T. Board of Regents.

17. U. T. Austin: Sidney F. and Doris Blake Centennial Lectureship in Botany Redesignated the Ralph E. Alston Centennial Lectureship in Evolutionary Botany in the College of Natural Sciences.--The Land and Investment Committee recommended and the Board approved the redesignation of the Sidney F. and Doris Blake Centennial Lectureship in Botany the Ralph E. Alston Centennial Lectureship in Evolutionary Botany in the College of Natural Sciences at The University of Texas at Austin.

18. U. T. Austin: Redesignation of the (a) A. W. Walker Centennial Professorship in Law the A. W. Walker Centennial Chair in Law in the School of Law and (b) A. W. Walker Centennial Professorship in the School of Law the A. W. Walker Centennial Chair in the School of Law and Eligibility for Matching Funds from The Centennial Teachers and Scholars Program.--It was reported that the Law School Foundation (an external foundation) had received additional funding for the A. W. Walker Centennial Professorship in Law in the School of Law at The University of Texas at Austin and had requested that this Professorship be redesignated the A. W. Walker Centennial Chair in Law. The funding for this Chair (\$500,000) will be retained by the Law School Foundation and will be administered per the agreement between the Foundation and the U. T. Board of Regents.

The additional \$173,079 in gifts and \$176,921 in pledges will be matched from The Centennial Teachers and Scholars Program and added to the A. W. Walker Centennial Professorship in the School of Law to increase the endowment to \$500,000 and the Professorship was redesignated the A. W. Walker Centennial Chair in the School of Law. The matching allocation will be held and administered by the U. T. Board of Regents.

See Page 85 for allocation of an additional \$25,000 to the endowment for the A. W. Walker Centennial Chair in the School of Law.

19. U. T. Austin: Acceptance of an Anonymous Bequest for the College of Business Administration (No Publicity).--Approval was given to accept an anonymous bequest in the amount of \$10,000 for the unrestricted use of the College of Business Administration at The University of Texas at Austin.

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

20. U. T. Austin: Wilbur S. Davidson Educational Fund - Approval of New Operating Policy for Administration of the Fund.--Upon recommendation of the Land and Investment Committee, the Board approved the following new operating policy for administration of the Wilbur S. Davidson Educational Fund at The University of Texas at Austin:

The Wilbur S. Davidson Educational Fund, consisting of the income from an endowment established by the bequest of the late Mr. Davidson, may be used at the direction of the President of The University of Texas at Austin for scholarships, loans, or employment to assist financially needy students attending The University.

This change will allow for flexibility to meet the demands of student aid programs and student needs.

The balance of the Wilbur S. Davidson Educational Fund is \$336,644 and the unexpended income balance as of February 28, 1983, was \$58,524.

21. U. T. Austin: Acceptance of Gift and Pledge from Mr. A. R. Elam, Abilene, Texas, and Establishment of the Maxine Smith Elam Centennial Endowed Scholarship Fund in Journalism in the College of Communication.--The Board accepted a \$359.52 gift and a \$7,740.48 pledge from Mr. A. R. Elam, Abilene, Texas, and established the Maxine Smith Elam Centennial Endowed Scholarship Fund in Journalism in the College of Communication at The University of Texas at Austin. Approximately \$1,900 in memorial contributions will be transferred from a College of Communication current restricted funds account for a total endowment of \$10,000. The pledge will be paid approximately \$3,000 annually for the next three years until the scholarship fund reaches a total of \$10,000.

Income from the endowment will be used to award scholarships to students enrolled in the Department of Journalism.

22. U. T. Austin: Acceptance of Gift from an Anonymous Donor and Establishment of the Charles Eldred Field Centennial Scholarship Fund in the College of Communication (No Publicity).--Approval was given to accept a gift of \$10,000 from an anonymous donor and to establish the Charles Eldred Field Centennial Scholarship Fund in the College of Communication at The University of Texas at Austin.

The donor has requested that at least 10% of the annual income be added back to the endowment with the balance to be used to award scholarships to undergraduate students enrolled in the College of Communication, Department of Journalism, in the sequence area of photojournalism.

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

23. U. T. Austin: Acceptance of Gift from Mr. Malcolm Russell Gregory, Jr., Austin, Texas, and Matching Corporate Funds from The Prudential Insurance Company of America, Newark, New Jersey, and Establishment of the Margaret Halm Gregory Centennial Scholarship in the College of Fine Arts.--Upon recommendation of the Land and Investment Committee, the Board accepted a gift of \$5,000 from Mr. Malcolm Russell Gregory, Jr., Austin, Texas, and matching corporate funds from The Prudential Insurance Company of America, Newark, New Jersey, and established the Margaret Halm Gregory Centennial Scholarship in the Department of Music, College of Fine Arts, at The University of Texas at Austin.

Income earned from the endowment will be used to grant scholarships to choral music students in the Department of Music.

24. U. T. Austin: Library Memorial Fund - Acceptance of Bequest from the Estate of Dorothy Hartwell Fletcher, Deceased, Portland, Maine.--The Board accepted a \$5,000 bequest from the Estate of Dorothy Hartwell Fletcher, deceased, Portland, Maine, for addition to the Library Memorial Fund at The University of Texas at Austin. An excerpt from the Will is set forth below:

"F. 5% thereof (but not to exceed \$5,000) to the UNIVERSITY OF TEXAS LIBRARY FUND in memory of my brother, Edward G. Fletcher, professor emeritus of the University of Texas."

25. U. T. Austin: Acceptance of Gift and Pledge from Dr. and Mrs. John J. McKetta, Austin, Texas, and Matching Corporate Funds from the Vulcan Materials Company, Birmingham, Alabama, and the Dresser Foundation, Inc., Dallas, Texas, and Establishment of the R. A. McKetta Centennial Endowed Presidential Scholarship for Undergraduate Students in Chemical Engineering in the College of Engineering.-- Upon recommendation of the Land and Investment Committee, the Board accepted a \$4,000 gift and a \$4,000 pledge from Dr. and Mrs. John J. McKetta, Austin, Texas, and matching corporate funds in the amount of \$16,000 from the Vulcan Materials Company, Birmingham, Alabama, and \$6,000 from the Dresser Foundation, Inc., Dallas, Texas, for a total endowment of \$30,000 and established the R. A. McKetta Centennial Endowed Presidential Scholarship for Undergraduate Students in Chemical Engineering in the Department of Chemical Engineering, College of Engineering, at The University of Texas at Austin. The pledge and all matching corporate funds will be fully paid early in 1984.

The income earned from the endowment will be used to grant scholarships to undergraduate students who are U.S. citizens and are seeking degrees in Chemical Engineering.

26. U. T. Austin: Establishment of the R. L. Moore Centennial Lectureship in Mathematics in the College of Natural Sciences.--Approval was given to establish the R. L. Moore Centennial Lectureship in Mathematics in the College of Natural Sciences at The University of Texas at Austin. Funding in the amount of \$20,838.72 will be provided by a transfer from the College of Natural Sciences of previously reported memorial gifts from various donors which have accumulated since 1976.

27. U. T. Austin: Acceptance of Bequest from the Estate of Bernice A. Nelson, Deceased, Wimberly, Texas (One-Half Interest in 164.5 Acres of Land in Amasa Turner Survey, Hays County, Texas), and Establishment of the Ralph R. Nelson Scholarship Fund.--The Board accepted a bequest of one-half interest in 164.5 acres of land located in the Amasa Turner Survey, Hays County, Texas, with an

appraised value of \$1,909,500, from the Estate of Bernice A. Nelson, deceased, Wimberly, Texas, and established the Ralph R. Nelson Scholarship Fund at The University of Texas at Austin. Pertinent provisions of Part II of the decedent's Will are set forth below:

"The other undivided one-half interest in and to the above described real property shall pass to and vest in THE UNIVERSITY OF TEXAS AT AUSTIN. The principal resulting from any sale by THE UNIVERSITY OF TEXAS AT AUSTIN of its interest in said land, or any part thereof, shall remain intact, and shall be invested, and the net distributable income shall be, by THE UNIVERSITY OF TEXAS AT AUSTIN, given to worthy students who are in need of such funds to continue their education. The fund is to be known as the RALPH R. NELSON SCHOLARSHIP FUND."

It was noted that the other one-half interest in this property was bequeathed to the R. D. Haines Medical Library at Scott and White Clinic, Temple, Texas. Both institutions have the full right to sell, mortgage, encumber or otherwise dispose of their respective interests in and to the 164.5 acres of land, either together or separately.

28. U. T. Austin: Acceptance of Gift from Mr. Charles N. Prothro, Wichita Falls, Texas, and Establishment of the Charles Prothro Centennial Scholarship Fund in the College of Business Administration and the Graduate School of Business.--Upon recommendation of the Land and Investment Committee, the Board accepted a \$55,000 gift from Mr. Charles N. Prothro, Wichita Falls, Texas, and established the Charles Prothro Centennial Scholarship Fund in the College of Business Administration and the Graduate School of Business at The University of Texas at Austin. The endowment is to be funded with \$50,000, with \$5,000 of the gift to be used to provide scholarships for the 1983-84 academic year.

Income earned from the endowment will be used to grant scholarships to students enrolled in the College of Business Administration and the Graduate School of Business.

29. U. T. Austin: Establishment of the Udden Memorial Scholarship Fund in the College of Natural Sciences.--Approval was given to establish the Udden Memorial Scholarship Fund in the Department of Geological Sciences, College of Natural Sciences, at The University of Texas at Austin. Previously reported gifts in the amount of \$10,000 received from various donors since 1967 will be used to fund the endowed scholarship which is being created in memory of Dr. J. A. Udden and his son, S. M. Udden.

Income earned from the endowment will provide scholarships for students enrolled in the Department of Geological Sciences.

30. U. T. Austin and U. T. Dallas: Acceptance of Gift of Real Estate (Land and Improvements Located at 2510 Leon Street, Austin, Travis County, Texas) from The Clark Foundation, Dallas, Texas, and Establishment of The Dr. Anson L. Clark Presidential Scholarships.--  
Upon recommendation of the Land and Investment Committee, the Board accepted a gift of real estate, land and improvements located at 2510 Leon Street, Austin, Travis County, Texas, from The Clark Foundation, Dallas, Texas, and established The Dr. Anson L. Clark Presidential Scholarships at The University of Texas at Austin and The University of Texas at Dallas.

Income from the property is to be divided equally between U. T. Austin and U. T. Dallas for the purpose of funding presidential scholarships at each institution.

This property is under lease to the Texas Delta Upsilon Foundation and is being used as the chapter house of Delta Upsilon Fraternity at U. T. Austin. The lease, dated July 15, 1960, provides for annual rent of \$6,000 and a term of 99 years, subject to the right of termination by the lessee in 1990.

31. U. T. El Paso: Establishment of The Jane Weinert Blumberg University Endowed Scholarship Fund.--  
The Board established The Jane Weinert Blumberg University Endowed Scholarship Fund at The University of Texas at El Paso with \$10,000 in gifts accumulated from various donors currently held in the U. T. El Paso Excellence Fund.

Income earned from the endowment will be used in accordance with the Presidential Endowed Scholarship Program as a means by which donors and the University recognize academic merit and achievement by students primarily from El Paso high schools, both public and private, without regard to financial need.

32. U. T. El Paso: Acceptance of Gift of Securities from Mrs. Helen O'Shea Keleher, El Paso, Texas, and Establishment of the Helen O'Shea Keleher Presidential Endowed Scholarship Fund in the Colleges of Business, Education, Engineering, Nursing and/or Science.--Approval was given to accept a gift of 900 shares of Mercantile Texas Corporation common stock valued at approximately \$25,143.75 from Mrs. Helen O'Shea Keleher, El Paso, Texas, and to establish the Helen O'Shea Keleher Presidential Endowed Scholarship Fund in the Colleges of Business, Education, Engineering, Nursing and/or Science at The University of Texas at El Paso.

Income earned will be used to provide scholarships for Texas residents only, with preference for residents of the El Paso area, who maintain a minimum 3.5 grade point average in one or more of the Colleges of Business, Education, Engineering, Nursing and/or Science.

33. U. T. El Paso: Acceptance of Gift and Pledge from John S. and Vida L. White, El Paso, Texas, and Establishment of the John and Vida White Endowment Fund.--Upon recommendation of the Land and Investment Committee, the Board accepted a \$12,000 gift and a \$65,000 pledge from John S. and Vida L. White, El Paso, Texas, and established the John and Vida White Endowment Fund at a level of \$75,000 at The University of Texas at El Paso. The pledge will be paid annually over the next several years until the fund reaches a level of \$75,000.

Income earned from the endowment fund, as well as \$2,000 from the initial gift, will be used to initiate the program as set forth below:

- a. provide a \$1,000 award to U. T. El Paso faculty or staff members for the best nonfiction prose, travel-related manuscript of 1,000-2,500 words under the Creative Writing Program of the Department of English, College of Liberal Arts
- b. provide a \$1,000 award to a student or students enrolled at U. T. El Paso in the Geography Department, College of Science, who submit the best geography-related paper of 1,500-4,000 words
- c. award an endowed scholarship of \$1,500 annually to a U. T. El Paso Geography major, for use in the recipient's senior year
- d. award an endowed scholarship of \$1,500 annually to a U. T. El Paso English (Creative Writing) major for use in the recipient's senior year

The donors have indicated that they will make annual supplemental gifts necessary to support the awards and scholarships until income from the endowment is sufficient to meet requirements of the program. As the income from the fund grows, consideration will be given to the following:

- a. adding a portion of the earnings back to the fund to offset inflation
- b. increasing the \$1,000 awards as income will allow or awarding an additional \$1,500 scholarship

34. U. T. Tyler: Acceptance of Gifts and Pledges from  
(a) Mr. and Mrs. J. S. Hudnall, Tyler, Texas;  
(b) Mrs. Hilda Jarett Genecov, Tyler, Texas;  
(c) Mr. and Mrs. Harry S. Phillips, Tyler, Texas;  
(d) Mr. Isadore Roosth, Tyler, Texas, and the  
Sam Roosth Foundation, Tyler, Texas; (e) Mr. and  
Mrs. Ralph Spence, Tyler, Texas; and (f) Mr. Royce E.  
Wisembaker, Tyler, Texas; and Establishment of the  
(a) J. S. Hudnall Presidential Endowed Scholarship;  
(b) Hilda Jarett Genecov Presidential Endowed Scholar-  
ship; (c) Harry S. and Bettve C. Phillips Presidential  
Endowed Scholarship; (d) Isadore Roosth Presidential  
Endowed Scholarship; (e) Mary John and Ralph Spence  
Presidential Endowed Scholarship; and (f) Mrs. Royce E.  
(Petie) Wisembaker Presidential Endowed Scholarship.--  
Upon recommendation of the Land and Investment Com-  
mittee and in accordance with the Presidential  
Endowed Scholarship Program at The University of  
Texas at Tyler, the Board:

- a. Accepted a \$5,000 gift and a \$20,000 pledge from Mr. and Mrs. J. S. Hudnall, Tyler, Texas, and established the J. S. Hudnall Presidential Endowed Scholarship. The pledge will be completed over a four-year period.
- b. Accepted a \$25,000 gift from Mrs. Hilda Jarett Genecov, Tyler, Texas, and established the Hilda Jarett Genecov Presidential Endowed Scholarship.
- c. Accepted a \$8,333.33 gift and a \$16,666.67 pledge from Mr. and Mrs. Harry S. Phillips, Tyler, Texas, and established the Harry S. and Bettve C. Phillips Presidential Endowed Scholarship. The pledge will be completed over a two-year period.
- d. Accepted a \$10,000 gift from Mr. Isadore Roosth, Tyler, Texas, and a \$15,000 gift from the Sam Roosth Foundation, Tyler, Texas, and established the Isadore Roosth Presidential Endowed Scholarship.
- e. Accepted a gift of 2,500 shares of Cronus Industries common stock valued at approximately \$25,625 from Mr. and Mrs. Ralph Spence, Tyler, Texas, and established the Mary John and Ralph Spence Presidential Endowed Scholarship.
- f. Accepted a \$10,000 gift and a \$15,000 pledge from Mr. Royce E. Wisembaker, Tyler, Texas, and established the Mrs. Royce E. (Petie) Wisembaker Presidential Endowed Scholarship. The pledge will be completed in the near future.

Income earned from these endowments will be used for the purpose of awarding annual scholarships to outstanding students at U. T. Tyler.

35. U. T. Tyler: Acceptance of Gift and Pledge from the Tyler Clearing House Association, Tyler, Texas, and Establishment of the Tyler Clearing House Association Endowment for American Economic Education.--Approval was given to accept a gift of \$11,000 and a pledge of \$40,000 from the Tyler Clearing House Association, Tyler, Texas, and to establish the Tyler Clearing House Association Endowment for American Economic Education at The University of Texas at Tyler at a level of \$50,000. The pledge will be paid \$10,000 annually until the endowment reaches \$50,000.

One thousand dollars (\$1,000) from the gift will be used to initiate a program of student scholarships, faculty research, faculty development, guest lecturers, and other activities directly related to the teaching of the American free enterprise system. Income from the endowment will fund these activities thereafter.

36. U. T. Medical Branch - Galveston - Mary Kolaya Nicholas Scholarship Fund (Originally Established at U. T. System Nursing School): Acceptance of Bequest from the Estate of Charles S. Nicholas, Deceased, Alexandria, Virginia.--Upon recommendation of the Land and Investment Committee, the Board accepted a \$17,986.10 bequest from the Estate of Charles S. Nicholas, deceased, Alexandria, Virginia, for addition to the Mary Kolaya Nicholas Scholarship Fund at The University of Texas Medical Branch at Galveston (originally established at the U. T. System Nursing School). With this addition, the balance of the fund is \$27,986.10.

Pertinent provisions of the decedent's Will pertaining to the bequest are set forth below:

"3. ...If verification is received (a written statement from an appropriate official of the University indicating that the Mary Kolaya Nicholas Scholarship Fund is in operation, or a statement contained in a University publication indicating that scholarships from The Mary Kolaya Nicholas Scholarship Fund are available to students enrolling in or attending any of the Schools of Nursing of The University of Texas would be satisfactory) then, I hereby bequeath Fifteen Thousand Dollars (\$15,000.00) to The University of Texas to add to The Mary Kolaya Nicholas Scholarship Fund. If satisfactory verification that the Scholarship is in operation is not received by my Executor, there would be absolutely a lapse of this bequest and the said Fifteen Thousand Dollars (\$15,000.00) would go into my residuary estate. Nonetheless, The University of Texas would be free to keep the Ten Thousand Dollars (\$10,000.00) given in 1975-1976."

Before his death, Mr. Nicholas opened a savings account which he intended to build to a level of

\$5,000 whereby he could make another addition to the Mary Kolaya Nicholas Scholarship Fund. Although he did not cover the disposition of this fund in his Will, personal representatives determined that the total proceeds from the savings account, in the amount of \$2,986.10, should be added to this specific bequest bringing the total bequest to \$17,986.10. Income is used for scholarships to undergraduate nursing students at the U. T. Nursing School - Galveston.

37. U. T. Health Science Center - Houston: Redesignation of the John P. McGovern Professorship of the Humanities in Medicine the John P. McGovern Visiting Professorship of Humanities in Medicine.-- Approval was given to redesignate the John P. McGovern Professorship of the Humanities in Medicine at The University of Texas Health Science Center at Houston the John P. McGovern Visiting Professorship of Humanities in Medicine.
38. U. T. Cancer Center (U. T. M. D. Anderson Hospital - Houston): Acceptance of Gift and Pledge from Mr. and Mrs. George P. Mitchell, The Woodlands, Texas, and Establishment of the Alando J. Ballantyne Professorship of Head and Neck Surgery (No Publicity).-- Upon recommendation of the Land and Investment Committee, the Board accepted a \$50,000 gift and a \$50,000 pledge from Mr. and Mrs. George P. Mitchell, The Woodlands, Texas, and established the Alando J. Ballantyne Professorship of Head and Neck Surgery at The University of Texas System Cancer Center (U. T. M. D. Anderson Hospital - Houston). The pledge will be paid in January 1984.

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

39. U. T. Cancer Center (U. T. M. D. Anderson Hospital - Houston): Estate of Ernest O. Deason, Deceased, Houston, Texas, Final Report.--It was reported that \$80,693.72 plus accumulated income during administration of the Estate of Ernest O. Deason, deceased, Houston, Texas, in the amount of \$6,877.51 had been received for a total of \$87,571.23. All monies received from this estate are to be used exclusively for multiple myeloma research at The University of Texas System Cancer Center (U. T. M. D. Anderson Hospital - Houston).
40. U. T. Cancer Center (U. T. M. D. Anderson Hospital - Houston): Acceptance of Gift from an Anonymous Donor and Establishment of the (Name of Donor) Professorship (No Publicity).--The Board accepted a \$200,000 gift from an anonymous donor and established the (name of donor) Professorship at The University of Texas System Cancer Center (U. T. M. D. Anderson Hospital - Houston). A specified departmental designation will be made at a later date for this Professorship.

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

41. U. T. Cancer Center (U. T. M. D. Anderson Hospital - Houston): Report of Receipt of Final Distribution from the Estate of Nadine Mansfield, Deerfield, Illinois, and Establishment of The Irving and Nadine Mansfield and Robert David Levitt Cancer Research Professorship.--It was reported that the final distribution of \$37,632.22 from the Estate of Nadine Mansfield, deceased, Deerfield, Illinois, had been received by The University of Texas System Cancer Center (U. T. M. D. Anderson Hospital - Houston) for a total distribution of \$232,674.36.

Approval was given to establish The Irving and Nadine Mansfield and Robert David Levitt Cancer Research Professorship at the U. T. Cancer Center (U. T. M. D. Anderson Hospital - Houston), to be funded by the estate distribution of \$232,674.36 plus accumulated income of \$35,015.04 for a total endowment of \$267,689.40.

B. REAL ESTATE MATTERS

1. U. T. System - W. C. Hogg Memorial Fund: Authorization for Oil and Gas Lease in the Martin Varner Survey, Brazoria County, Texas, to Mr. H. L. Hawkins, Jr., Houston, Texas.--The Board granted an oil and gas lease covering approximately 320 acres of land in the Martin Varner Survey, Brazoria County, Texas (W. C. Hogg Memorial Fund - The University of Texas System), to Mr. H. L. Hawkins, Jr., Houston, Texas. The lease is for a term of three years with \$10 per acre annual delay rentals, 1/4 royalty and a \$100 per acre bonus.
2. U. T. Austin - Janet C. Jessen Estate and Wolf E. Jessen Unitrust: Authorization for Joinder in Sale of Real Estate Located at 2311 and 2313 Shoal Creek Boulevard, Austin, Travis County, Texas, to Ms. Ann Willis Richards, Austin, Texas.--Authorization was given for joinder in the sale of real estate located at 2311 and 2313 Shoal Creek Boulevard, Austin, Travis County, Texas (Janet C. Jessen Estate and Wolf E. Jessen Unitrust - The University of Texas at Austin), to Ms. Ann Willis Richards, Austin, Texas, for \$195,000 cash and \$115,000 cash, respectively. Both sales are conditioned upon the Buyer obtaining financing satisfactory to her.
3. U. T. El Paso - Josephine Clardy Fox Estate: Amendment of Lease Covering Land at 5100 El Paso Drive, El Paso, Texas, to Mr. Lloyd Innerarity, El Paso, Texas.--Approval was given to amend the lease agreement dated October 8, 1975, to Mr. Lloyd Innerarity, Lessee, El Paso, Texas, covering 11,999.985 square feet of land at 5100 El Paso Drive, El Paso, Texas (Josephine Clardy Fox Estate - The University of Texas at El Paso). This amendment will add an additional area of approximately 10,000 square feet of land to the leased premises for an additional monthly rental of \$237.50.

4. U. T. Cancer Center (U. T. M. D. Anderson Hospital - Houston) - Clifton D. Howe Fund: Authorization for Sale of Land in the William Campbell and F. Warren Surveys, Denton County, Texas, to Mr. Kenneth B. Moore, Celina, Texas.--Authorization was given for the sale of the surface only of 37.812 acres of land in the William Campbell and F. Warren Surveys, Denton County, Texas [Clifton D. Howe Fund - The University of Texas System Cancer Center (U. T. M. D. Anderson Hospital - Houston)], to Mr. Kenneth B. Moore, Celina, Texas, for \$1,000 per acre cash, less a 6% real estate commission.

ITEM FOR THE RECORD

U. T. Health Science Center - San Antonio: Nursing School Advisory Council - Acceptance of Membership.--On February 11, 1983, nominees were approved for the initial membership on the Nursing School Advisory Council at The University of Texas Health Science Center at San Antonio. The acceptance of membership by those listed below is herewith reported for the record.

Alfonso Chiscano, M.D., San Antonio  
Sterling H. Fly, Jr., M.D., Uvalde  
Mrs. J. Howard (Ruth) Frederick, San Antonio  
Mrs. Richard E. (Toni) Goldsmith, San Antonio  
Brig. Gen. Kenneth R. Milam (Ret.), San Antonio  
Mr. Dan F. Parman, San Antonio  
Mrs. Jay H. (Marlene) Reynolds, Floresville  
Mrs. Marvin M. (Lorie) Stetler, San Antonio

Unfilled Term

EXECUTIVE SESSION OF THE BOARD OF REGENTS

Chairman Powell reported that the Board had met in Executive Session in the Regents' Committee Room on Thursday afternoon (April 14) following the meetings of the Standing Committees and continued its meeting on Friday morning (April 15) to discuss matters in accordance with Article 6252-17, Sections 2(e), (f) and (g) of Vernon's Texas Civil Statutes: Litigation, Land Acquisition and Personnel Matters. See Page 2. The following action was taken:

U. T. Board of Regents: Election of Officers to Be Effective Upon Adjournment of This Meeting - (a) Jon P. Newton, Chairman; (b) Robert B. Baldwin III, Vice-Chairman; (c) Janey Briscoe, Vice-Chairman; and (d) Arthur H. Dilly, Executive Secretary (Regents' Rules and Regulations, Part One, Chapter I, Sections 3, 4 and 5).--Regent Hay moved that, in accordance with the Regents' Rules and Regulations, Part One, Chapter I, Sections 3, 4 and 5 relating to the election of officers of the U. T. Board of Regents, the following officers be elected to be effective immediately upon adjournment of the meeting:

Chairman:	Jon P. Newton
Vice-Chairman (and officer designated to act in place of the Chairman):	Robert B. Baldwin III
Vice-Chairman:	Janey Briscoe
Executive Secretary:	Arthur H. Dilly

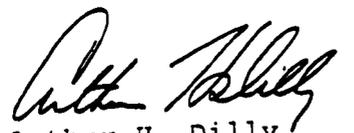
The motion carried by acclamation.

Chairman Powell congratulated the newly elected officers and stated that if The University of Texas System is to assume an academic leadership position in this State and Nation, it will be necessary for the Board to assess continually the changing needs of higher education and to implement quality standards for teaching and learning appropriate to those needs.

Regent Hay stated that the Board wished to express deep appreciation for the leadership that Chairman Powell and Vice-Chairman Rhodes had provided and moved that this be recorded as the spirit of the Board. Regent Newton seconded the motion which carried by unanimous vote.

SCHEDULED MEETING.--Chairman Powell announced that the next meeting of the U. T. Board of Regents would be held at The University of Texas Health Science Center at Dallas on June 16-17, 1983.

ADJOURNMENT.--There being no further business, the meeting was adjourned at 10:30 a.m.

  
Arthur H. Dilly  
Executive Secretary

April 22, 1983

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