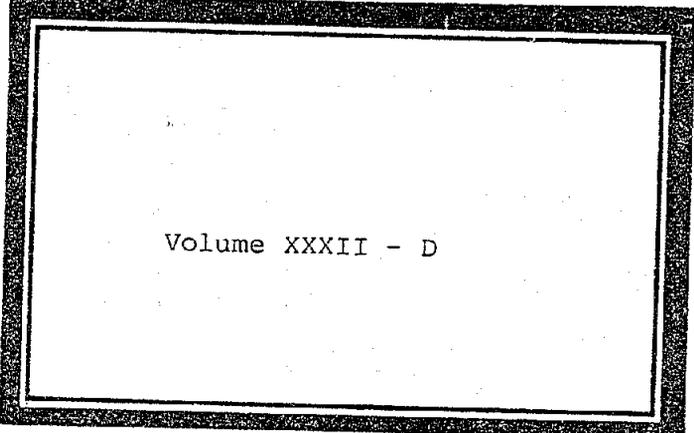


Meeting No. 808

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



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April 11-12, 1985

Tyler, Texas

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 OF
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APRIL 12, 1985

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MEETING NO. 808

THURSDAY, APRIL 11, 1985.--The members of the Board of Regents of The University of Texas System convened in regular session at 1:35 p.m. on Thursday, April 11, 1985, in the North Conference Room on the Sixth Floor of Building B at The University of Texas Health Center at Tyler, Tyler, Texas, with the following in attendance:

ATTENDANCE.--

Present

Chairman Hay, presiding
Vice-Chairman Baldwin
Vice-Chairman Ratliff
Regent Blanton
Regent (Mrs.) Briscoe
Regent (Mrs.) Milburn
Regent Rhodes
Regent Roden
Regent Yzaguirre

Absent

Executive Secretary Dilly

Chancellor Mark

Executive Vice Chancellor Duncan
Executive Vice Chancellor Mullins
Executive Vice Chancellor Patrick

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

WELCOME AND PRESENTATION BY GEORGE HURST, M.D., DIRECTOR OF THE UNIVERSITY OF TEXAS HEALTH CENTER AT TYLER.--Chairman Hay stated that the Board was pleased to be meeting in Tyler and then called on George Hurst, M.D., Director of The University of Texas Health Center at Tyler (the host institution), for a short presentation.

On behalf of the faculty and staff of the U. T. Health Center - Tyler, Director Hurst welcomed the members of the Board to their first meeting on this campus. He then presented an overview on the three mission areas of the U. T. Health Center - Tyler: patient care, research and education. In emphasizing the importance of patient care, he noted that 61% of the institution's 1985 operating budget directly funds patient services and when considering additional monies required for support services, physical plant operations, etc., over 85% of institutional resources are spent for patient care. Dr. Hurst pointed out that inpatient admissions for the fiscal year ending August 31, 1984, had increased to 4,400 and the total outpatient clinic visits increased to 23,814.

In reviewing the research programs at this component, Dr. Hurst noted that a major effort had been made to recruit a leader with a national presence to develop a world class research facility and to add twenty investigators to the research staff in order to have a critical mass of scientists who could compete nationally for federal funding and act in a multidisciplinary fashion to attack the major problems in heart and lung disease.

In the area of education, Dr. Hurst reported that the U. T. Health Center - Tyler provided continuing medical education courses to over 1,168 physicians during the last fiscal year and over 400 students from area colleges received health training at the institution. In closing, he stated that much remains to be done in the areas of patient care, research and education and the objective to provide quality health care at the Health Center will continue.

(Director Hurst's presentation was in accordance with the policy adopted at the September 1977 meeting of the U. T. Board of Regents. A copy of the report will be filed with the Executive Secretary and made a part of the permanent record.)

U. T. BOARD OF REGENTS: APPROVAL OF MINUTES OF REGULAR MEETING HELD ON FEBRUARY 14-15, 1985.--Upon motion of Regent Briscoe, seconded by Regent Blanton, the Minutes of the regular meeting of the Board of Regents of The University of Texas System held on February 14-15, 1985, in Austin, Texas, were approved as distributed by the Executive Secretary. The official copy of these Minutes is recorded in the Permanent Minutes, Volume XXXII, Pages 1638 - 2379.

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

U. T. Arlington

President Nedderman introduced:

Faculty Representative:

Dr. Pedro Lecca, Chairman
Faculty Senate

Student Representatives:

Ms. Mamie Bush, President
Student Congress
Mr. Walter Price, Vice President
Student Congress

U. T. Austin

President Flawn introduced:

Faculty Representative:

Dr. Waneen Spirduso, Chairman
Faculty Senate

Student Representatives:

Mr. Rodney Schlosser, Past President, Students' Association
Mr. Scott Scarborough, President-Elect, Students' Association
Ms. Janie Perelman, Vice President-Elect, Students' Association
Ms. Paula Blesner, General Reporter, The Daily Texan
Ms. Ellen Williams, General Reporter, The Daily Texan

U. T. Dallas

President Rutford introduced:

Faculty Representative:

Dr. Dennis Kratz, Speaker of
the Faculty

U. T. El Paso

President Monroe introduced:

Faculty Representative:

Dr. James M. Day, Secretary
Faculty Senate

U. T. Permian Basin

President Leach introduced:

Faculty Representative:

Dr. Spencer Thompson, President
Faculty Senate

Student Representative:

Ms. Lily Tersero, President
Student Senate

U. T. San Antonio

President Wagener introduced:

Faculty Representative:

Dr. Robert F. Williams, Associate
Professor, Division of
Earth and Physical Sciences

U. T. Tyler

President Hamm introduced:

Faculty Representative:

Dr. Allen Martin, Vice President
Faculty Senate

Student Representatives:

Mr. Marc Wall, President
Student Association
Mr. Bruce Thompson, Managing
Editor, U. T. Tyler Patriot
Ms. Melanie Stracener, Editor
U. T. Tyler Patriot
Ms. Lori Gravley, Photo Editor
U. T. Tyler Patriot

U. T. Institute of Texan Cultures - San Antonio

Executive Director Maguire introduced:

Faculty Representative:

Dr. James McNutt, Director
of Research

U. T. Health Science Center - Dallas

President Sprague introduced:

Faculty Representatives:

Kern Wildenthal, M.D., Dean
U. T. Southwestern Medical
School - Dallas
Dr. William B. Kneaves, Dean
U. T. Southwestern G.S.B.S. -
Dallas

Others:

Mrs. Katherine Chapman, Executive
Assistant to the President
Mr. Vin Prothro, Chairman, Dallas
Biotechnology Task Force

U. T. Medical Branch - Galveston

President Levin introduced:

Faculty Representative:

Dr. Rodger Marion, Associate
Professor, Division of
Interdisciplinary Studies,
U. T. Allied Health
Sciences School - Galveston

Student Representative:

Ms. Sarah C. Clausen, Junior
Student, Occupational
Therapy Program, U. T.
Allied Health Sciences
School - Galveston

U. T. Health Science Center - San Antonio

President Howe introduced:

Faculty Representative:

Ms. Jill S. Nield, Assistant
Professor, Dental Hygiene
Education

Student Representative:

Mr. Joseph Lex, President
Third Year Medical Class

U. T. Cancer Center

President LeMaistre introduced:

Faculty Representative:

Eleanor D. Montague, M.D.
Professor of Radiotherapy

Student Representative:

Leta Sue Carlson, M.D., Resident
in Radiotherapy

U. T. Health Center - Tyler

Director Hurst introduced:

Faculty Representative:

Richard Kronenberg, M.D., Chief
of Medicine

1. U. T. Board of Regents: Resolution Authorizing the Issuance of Replacement Bonds Numbers R-2811 Through R-2816 in the Amount of \$30,000 Out of the Board of Regents of The University of Texas System Permanent University Fund Bonds, New Series 1980, to Mr. John M. Strange, Houston, Texas, and Authorization for Appropriate Officials to Execute Documents Relating Thereto.--Upon motion of Regent Blanton, seconded by Regent Roden, the Board adopted the Resolution set out on Pages 6 - 15 authorizing the issuance of replacement bonds Numbers R-2811 through R-2816 in the amount of \$30,000 out of the Board of Regents of The University of Texas System Permanent University Fund Bonds, New Series 1980, to Mr. John M. Strange, Houston, Texas. The Bonds were originally issued by Resolution of the U. T. Board of Regents on July 10, 1980.

Further, the Board authorized the appropriate officials of the U. T. System to communicate as necessary with the Attorney General of Texas, the Comptroller of Public Accounts, and the First City National Bank of Austin, Texas, and to execute such documents as are recommended by Bond Counsel as appropriate to the replacement of these bonds.

It was reported that in January 1985, Mr. John M. Strange, bondholder of the lost bonds, discovered that he apparently had inadvertently placed with discarded mail and thrown out with the trash six Permanent University Fund Bonds, New Series 1980, each in the denomination of \$5,000, an aggregate amount of \$30,000. The bonds bear interest at the rate of 6.5% per annum, payable semiannually on each July 1 and January 1 (Interest Coupon No. 10 and subsequent coupons appertaining thereto unpaid), and mature July 1, 1993.

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

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

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

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

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

are outstanding and unpaid; and

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

* Affidavit is on file in the Office of the Board of Regents and is not included in Minutes.

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

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

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

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

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

Section 1. That there are hereby authorized to be issued six replacement bonds to replace the Bonds. Said

* Bond for Instruments Lost or Destroyed is on file in the Office of the Board of Regents and is not included in the Minutes.

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

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

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

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

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

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

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

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

The Attorney General of Texas
Capitol Station
Austin, Texas 78711

Attention: Public Finance Division

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

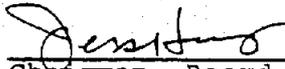
Dear Sir:

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

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

Sincerely yours,

BOARD OF REGENTS OF THE UNIVERSITY
OF TEXAS SYSTEM

By 
Chairman, Board of Regents

cc: McCall, Parkhurst & Horton

The Comptroller of Public Accounts
Capitol Station
Austin, Texas 78744

Attention: Bond Division

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

Dear Sir:

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

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

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

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

Thank you for your assistance.

Sincerely yours,

BOARD OF REGENTS OF THE UNIVERSITY
OF TEXAS SYSTEM

BY *Jenkins*
Chairman, Board of Regents

cc: McCall, Parkhurst & Horton

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

Attention: Ms. Paula Coker

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

Gentlemen:

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

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

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

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

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

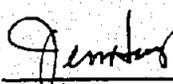
You are further authorized and directed to mail or deliver all of the aforesaid checks received from the delivery and payment of the expenses relating to the Bonds, immediately upon receipt, to the respective payees.

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

Sincerely yours,

BOARD OF REGENTS OF THE UNIVERSITY
OF TEXAS SYSTEM

BY


Chairman, Board of Regents

2391

GENERAL CERTIFICATE

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

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

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

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

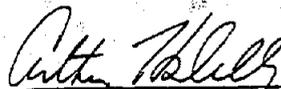
3. That no litigation of any nature has ever been filed pertaining to, affecting, or contesting: (a) the authorization, issuance, delivery, payment, security, or validity of the Bonds, (b) the title of the present members and officers of the Board to their respective offices; or (c) the validity or corporate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

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

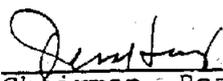
5. That Robert B. Baldwin, III and Shannon H. Ratliff are Vice-Chairmen of the Board.

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

EXECUTED this the 12th day of April, 1985.



Executive Secretary,
Board of Regents



Chairman, Board of Regents

(SEAL)

SIGNATURE IDENTIFICATION AND NO-LITIGATION CERTIFICATE

THE STATE OF TEXAS :
COUNTY OF TRAVIS :

We, the undersigned, hereby certify as follows:

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

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

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

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

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

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

DELIVERED this _____ day of _____, 1985.

MANUAL SIGNATURES

Jensrud

OFFICIAL TITLES

Chairman, Board of Regents of
The University of Texas System

Arthur H. Kelly

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

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

_____ Bank

(BANK SEAL)

_____ Authorized Officer

2. U. T. Board of Regents - Regents' Rules and Regulations, Part One: Amendments to Chapter I, Sections 3 and 10 (Signature Authority for Documents Executed on Behalf of the U. T. Board of Regents).--Upon motion of Regent Milburn, seconded by Vice-Chairman Ratliff, approval was given to amend Chapter I, Part One, of the Regents' Rules and Regulations by deleting Subsection 3.25 of Section 3, and adding a new Section 10 to read as set forth below:

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

- 10.1 Except as may be otherwise provided in these Rules and Regulations or in the resolution or order of the Board with respect to the approval of a specific document or with respect to the approval of a program or project requiring the execution of one or more documents, the Chairman of the Board, the Designated Vice-Chairman of the Board, the Chancellor, or the appropriate Executive Vice Chancellor may sign on behalf of the Board:
- 10.11 all contracts, agreements, leases, bonds, licenses, or permits and all amendments, extensions or renewals of same that have been approved, authorized or granted by the Board as an item on the Agenda of the Board at a regular or special meeting;
- 10.12 applications for permits or licenses to be issued to the Board or a component institution that have been approved or authorized by the Board;
- 10.13 renewals of permits or licenses issued to the Board or a component institution that are renewable without change in the terms or conditions thereof where the original application for such permit or license was made pursuant to the approval or authorization of the Board and such approval or authorization has not been withdrawn.
- 10.2 The provisions of this Section shall not apply to documents submitted for the review and approval of the Board pursuant to the provisions of Subsection 8.54 of Section 8, Chapter I, Part One of these Rules and Regulations.
- 10.3 All documents executed on behalf of the Board pursuant to this Section other than renewals of permits or licenses executed pursuant to Section 10.13, shall have affixed thereto a certification by the Executive Secretary to the Board attesting to the action of the Board approving such document and setting forth the date of such approval.

3. U. T. Board of Regents: Appointment of Mrs. Betty Himmelblau, Austin, Texas, and Mrs. Carole Keeton Rylander, Austin, Texas, as Initial Regental Representatives to the Intercollegiate Athletics Council for Women at U. T. Austin Effective Immediately.--Upon recommendation of Chairman Hay, the Board appointed the following as initial Regental Representatives to the Intercollegiate Athletics Council for Women at The University of Texas at Austin:

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

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

4. U. T. System: Permission for Dr. Hans Mark to Serve as Special Government Employee with the United States Arms Control and Disarmament Agency [Regents' Rules and Regulations, Part One, Chapter III, Section 13, Subsections 13.(10) and 13.(11)].--Permission was granted for Dr. Hans Mark, Chancellor of The University of Texas System, to serve as a Special Government Employee with the United States Arms Control and Disarmament Agency. It is anticipated that the total estimated time devoted to this service will be six to eight days.

Dr. Mark's appointment is of benefit to the State of Texas, creates no conflict with his regular duties, and is in accordance with approval requirements for positions of honor, trust, or profit provided in Article 6252-9a of Vernon's Texas Civil Statutes, and Part One, Chapter III, Section 13, Subsections 13.(10) and 13.(11) of the Regents' Rules and Regulations.

On behalf of the Board, Chairman Hay congratulated Chancellor Mark on this additional responsibility and the honor it brings to The University of Texas System.

5. U. T. System: Approval of Agreement in Principle to Establish a U. T. System Center for High Performance Computing (Supercomputer) and Authorization to Develop an Operational Plan and Recommendations for Acquisition of Equipment.--At the request of Chairman Hay, Chancellor Mark outlined the current status of the planning for the proposed establishment of a University of Texas System Center for High Performance Computing (Supercomputer). He reported that in

the Spring of 1984, representatives of U. T. System components met to discuss the concept of such a Center and a draft proposal was then developed and circulated to component institutions for comment.

Discussions with prospective vendors were held during the Fall 1984, and a final draft of a proposal was transmitted to chief administrative officers in January 1985, with the recommendation that the Office of the Chancellor seek U. T. Board of Regents' authorization to proceed with formal planning for the supercomputer.

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

Upon a motion duly made and seconded by Regent Blanton, the Board agreed in principle to proceed with establishment of a U. T. System Center for High Performance Computing (Supercomputer) and authorized the development of an operating plan for such a unit with specific plans and recommendations for the acquisition of equipment subject to future approval via action of the Board.

RECESS FOR COMMITTEE MEETINGS AND COMMITTEE REPORTS TO THE BOARD.--At 2:00 p.m., the Board recessed for the meetings of the Standing Committees and Chairman Hay announced that at the conclusion of each committee meeting, the Board would reconvene to approve the report and recommendations of that committee.

The meetings of the Standing Committees were conducted in open session and the reports and recommendations thereof are set forth on the following pages.

REPORT AND RECOMMENDATIONS OF STANDING COMMITTEES

REPORT OF EXECUTIVE COMMITTEE (Pages 19 - 38).--In compliance with Section 7.14 of Chapter I of Part One of the Regents' Rules and Regulations, Chairman Hay 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: Salary Increases Requiring Advance Regental Approval Under Budget Rules and Procedures No. 2 (Exec. Com. Letter 85-12).--The Board, upon recommendation of the Executive Committee, approved the following salary increases at The University of Texas at Austin:

Office of the Vice President for Student Affairs

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

Source of Funds:

State: \$47,500 Departmental Administrative Salaries

(RBC# 1270)

Department of English

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

Source of Funds:

State: \$46,000 English Faculty Salaries

(RBC# 1152)

2. U. T. Austin: Approval to Increase the Student Services Fee (Required) Effective Fall Semester 1985 (Catalog Change) (Exec. Com. Letter 85-14).--In order to expand the shuttle bus service and to fund expected increases in employer contributions to retirement plans and upon recommendation of the Executive Committee, approval was given to increase the Student Services Fee (Required) at The University of Texas at Austin from \$70.40 to \$77.40 for a student registered for 12 semester hours or more per semester or full summer session effective with the Fall Semester 1985.

This fee is to be prorated \$30.60 for each enrolled student for the Student Health Center (1984-85 rate was \$31.40) and \$3.90 per semester credit hour, up to and including 12 semester credit hours, for all other Student Services

Fee funded agencies, services or programs (1984-85 rate was \$3.25), including the Division of Recreational Sports, the Students' Attorney, Student Activities Office, Election Commission, Cabinet of College Councils, The Daily Texan, Ombudsman, Students' Association and the Student Services Fee Committee.

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

3. U. T. Austin - Former Nike Missile Base Property: Recommendation for Sale of a 1.0583 Acre Surface Easement in the Chris Parker Survey No. 703, Austin, Travis County, Texas, to Mr. Randy Braband, Austin, Texas (Exec. Com. Letter 85-15) (Withdrawn).--The ratification of the item related to the proposed sale of a 1.0583 acre surface easement located in the Chris Parker Survey No. 703 on Ranch Road 2244, Austin, Travis County, Texas (Former Nike Missile Base Property - The University of Texas at Austin), to Mr. Randy Braband of Austin, Texas, was withdrawn for consideration at a later date.
4. U. T. Austin: Estate of Bettie Margaret Smith - Authorization for Sale of 12.97 Acres of Land, Woodville, Tyler County, Texas, to Mr. W. D. Tolbert and Mr. Jerry Tolbert, Woodville, Texas (Exec. Com. Letter 85-15).--The Board, upon recommendation of the Executive Committee, authorized the sale of 12.97 acres of land in Woodville, Tyler County, Texas (Estate of Bettie Margaret Smith - The University of Texas at Austin), to Mr. W. D. Tolbert and Mr. Jerry Tolbert, Woodville, Texas, for \$38,910 less a 6% commission.
5. U. T. Austin: Walter Prescott Webb Chair in History and Ideas - Authorization for Assignment by Northfair Partners, Ltd., Austin, Texas, Lessee, of Ground Lease Dated January 13, 1984, of Approximately 11.975 Acres in Austin, Travis County, Texas, to Murray Properties Limited Partnership of Austin, San Antonio, and Houston, Texas (Exec. Com. Letter 85-13).--Upon recommendation of the Executive Committee, the Board authorized the assignment of a Ground Lease dated January 13, 1984, of approximately 11.975 acres in Austin, Travis County, Texas (Walter Prescott Webb Chair in History and Ideas - The University of Texas at Austin), by the Lessee, Northfair Partners, Ltd., Austin, Texas, to Murray Properties Limited Partnership of Austin, San Antonio, and Houston, Texas.

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

6. U. T. Austin - Balcones Research Center - Center for Electromechanics/Center for Energy Studies (Project No. 102-524):
Award of Contracts for Furniture and Furnishings to Labry Commercial Interiors, Inc., Austin, Texas; Abel Contract Furniture & Equipment Co., Inc., Austin, Texas; Wilson Business Products, Systems and Services, Inc., Houston, Texas; and Carpet Services, Inc., Austin, Texas (Exec. Com. Letter 85-13).--Upon recommendation of the Executive Committee, the Board awarded contracts for furniture and furnishings for the Center for Electromechanics/Center for Energy Studies of the Balcones Research Center at The University of Texas at Austin to the lowest responsible bidders as follows:

Labry Commercial Interiors, Inc.
 Austin, Texas

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

Proposal "B"
 (Office and Conference Tables) 53,294.08

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

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

Proposal "C"
 (Chairs) \$ 92,434.53

Proposal "E"
 (Files) 81,932.19

Proposal "F"
 (Office Furnishings) 20,994.28

Proposal "H"
 (Miscellaneous Furnishings) 42,356.36

Total Contract Award to Abel Contract Furniture & Equipment Co., Inc. \$237,717.36

Wilson Business Products, Systems and Services, Inc.
 Houston, Texas

Proposal "D"
 (Workstations) \$ 60,131.88

Proposal "G"
 (Research Furnishings) 79,507.83

Total Contract Award to Wilson Business Products, Systems and Services, Inc. \$139,639.71

Carpet Services, Inc.
 Austin, Texas

Proposal "J"
 (Modular Carpet) \$ 23,762.00

Grand Total Contract Awards \$594,250.68

7. U. T. Tyler: Sam A. Lindsey Endowment Fund - Approval of Oil and Gas Lease on Undivided 1/4 Mineral Interest Out of the Donovan Prospect, SW/4, 13-7N-10E, Hughes County, Oklahoma, to Gomaco, Inc., Tulsa, Oklahoma (Exec. Com. Letter 85-15).--The Board, upon recommendation of the Executive Committee, authorized an oil and gas lease covering an undivided 1/4 interest, or 40 net mineral acres, out of the Donovan Prospect, SW/4, 13-7N-10E, Hughes County, Oklahoma (Sam A. Lindsey Endowment Fund - The University of Texas at Tyler), to Gomaco, Inc., Tulsa, Oklahoma. The lease provides for a 3/16 royalty, a \$77 per acre bonus, and a paid-up term of three years.

This mineral interest is among several non-producing mineral interests acquired through a bequest from the Estate of Louise Lindsey Merrick, and three of Mrs. Merrick's grandsons have leased their interest on these terms and have requested approval by the U. T. Board of Regents.

8. U. T. Institute of Texan Cultures - San Antonio - Remodeling for Life Safety Requirements (Project No. 404-571): Report of Rebidding and Award of Construction Contract to Texas Western Contractors, Inc., San Antonio, Texas (Exec. Com. Letters 85-4 and 85-12).--Upon recommendation of the Executive Committee, the Board recognized the rebidding of the revised plans and specifications for the Remodeling for Life Safety Requirements at The University of Texas Institute of Texan Cultures at San Antonio and ratified the award of a construction contract to Texas Western Contractors, Inc., San Antonio, Texas, the lowest responsible bidder, in the amount of \$434,865 for the base bid plus Alternates No. 1 and No. 2 which had been awarded by the U. T. Institute of Texan Cultures Administration.

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

9. U. T. Health Science Center - Dallas: Approval of Affiliation Agreement with St. Paul Medical Center, Dallas, Texas, and St. Paul Family Practice Center, Inc., Dallas, Texas (Supersedes Agreement Approved by the Board on October 11, 1979) (Exec. Com. Letter 85-15).--Upon recommendation of the Executive Committee, the Board approved the affiliation agreement set out on Pages 23 - 35 by and among The University of Texas System Board of Regents, for and on behalf of The University of Texas Health Science Center at Dallas, and the St. Paul Medical Center, Dallas, Texas, and St. Paul Family Practice Center, Inc., Dallas, Texas.

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

This agreement supersedes the agreement approved by the U. T. Board of Regents via the Docket (Item 61, Page HD-15) on October 11, 1979.

AFFILIATION AGREEMENT

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

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

NOW, THEREFORE, the parties mutually agree as follows:

ARTICLE I.

Family Practice Residency Program

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

ARTICLE II.

Director

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

B. Director shall have at least the following qualifications:

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

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

1. the sum of \$31,900 which shall be used to defray the Director's compensation, such sum payable to School in four equal installments which began on September 1, 1984, and will continue for each successive December 1, March 1, June 1 and September 1, thereafter and,

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

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

E. Director may be terminated from his position as Director at the end of any academic year, by School or SPMC, so long as Director is given at least ninety (90) days written advance notice and School and SPMC have discussed the need for termination. If termination is for cause or disability, either of which renders him incapable of fulfilling his duties, or if he fails to meet the qualifications of Article II. 8. then five (5) days written advance notice to Director shall be sufficient, and such termination may take place at any time during the academic year so long as School and SPMC have discussed the need for such termination. Nothing shall be construed by such termination to affect Director's contractual rights as a member of the faculty of School, if any.

F. Director is eligible and shall be covered by School's professional liability insurance for all acts or omissions committed in the scope of his duties as Director. School agrees to certify to SPMC at

least annually the fact and amount of coverage for Director and shall notify SPMC at least thirty (30) days prior to any decrease in such coverage.

ARTICLE III.

Duties of Director

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

1. plan, organize, and implement the Program;
2. supervise the Center;
3. provide and supervise the provision of professional services to outpatients at Center including scheduling of Director's, Associate Director's, the third faculty member's, and residents' time to insure proper coverage at the Center;
4. direct and participate in teaching activities of the Program in collaboration with SPMC staff physicians, School faculty and such technical personnel as shall be appropriate;
5. support and participate in teaching efforts in other departments and programs at SPMC, including participation in recruitment of residents for the Program;
6. operate the Program at Center under the direct supervision of the Director of Medical Education at SPMC, and in accordance with this agreement and the policies, rules and guidelines of SPMC's Department of Medical Education;
7. obtain and maintain approval of the Program as an approved graduate training program of the Liaison Committee on Graduate Medical Education;
8. consult with and advise SPMC concerning the size and qualification of the personnel to be hired by SPMC for the Program and Center, and assist SPMC regarding such personnel decisions. While nothing in this Agreement is intended to imply that Program and Center personnel are not SPMC employees, it is also the intent of the parties that the Director shall have the authority to supervise the personnel of the Program and Center to insure that the goals of the Program are furthered.

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

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

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

ARTICLE IV.

Associate Director

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

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

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

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

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

continue each successive December 1, March 1, June 1 and September 1, thereafter, and

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

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

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

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

ARTICLE V.

Third Faculty Member

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

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

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

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

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

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

E. The third faculty member may be terminated from his position at Center at the end of any academic year, by either School or SPMC, so long as the faculty member is given at least ninety (90) days written advance notice, and School and SPMC have discussed such termination. If termination is for cause or disability, either of which renders him incapable of fulfilling his duties, or if he fails to meet

the qualifications of Article V B. then five (5) days written advance notice to the faculty member shall be sufficient and such termination may take place at any time during the academic year so long as School and SPMC have discussed the need for such termination. Nothing shall be construed by such termination to affect faculty member's contractual rights with School, if any.

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

ARTICLE VI.

St. Paul Family Practice Center

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

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

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

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

D. The Director shall no less often than annually present to SPMC a proposed budget for Center for the next succeeding fiscal year, itemizing Center's anticipated receipts, expenses and capital equipment

requirements. SPMC shall have the sole right, after consultation with the Director, to approve the budget insofar as SPMC funds will be required. Center agrees to be bound by the approved budget, which may from time to time be amended with SPMC approval. Disbursements by SPMC of the funds required to operate the Center will be timely made in order to meet the actual expenses of the Center.

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

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

then Center shall, in lieu of the eighty-seven and one-half percent (87.5%), remit to SPMC an amount equal to current direct expenses, excluding any indirect expenses, of the Program and Center. All funds not remitted to SPMC shall be used by Center in furtherance of its educational purposes.

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

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

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

1. at any inpatient facility for faculty attending rounds;
2. private faculty patients at the Center;
3. for Medicare and Medicaid patients seen by both faculty and residents but billed in faculty member's name in accordance with the law, and

4. for any other services considered by School's MSRDP By-laws to produce faculty-generated fees.

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

ARTICLE VII.

Residents

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

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

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

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

ARTICLE VIII.

Center's Covenants

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

ARTICLE IX.

Federal or State Aid

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

ARTICLE X.

Doctor/Patient Relationship

A. Director, Associate Director, the third faculty member and all physicians at Center shall function entirely independent of SPMC as to any and all diagnosis, treatment of patients, operations and all other activities involved in the "practice or medicine" and/or the doctor/patient relationship. However, this Agreement shall not otherwise affect the Director's, Associate Director's, third faculty member's, or other Center physicians' obligations as members of the medical staff of SPMC.

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

ARTICLE XI.

Miscellaneous

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

B. Term. This agreement supersedes all prior agreements and shall be effective from the date it is executed by the last party to sign until June 30, 1985, at which time it shall be automatically renewed

annually, until the giving of at least 180 days prior written notice of termination by School, SPMC or Center to the other parties. The termination of this agreement shall not alter, limit or affect Center's obligations to reimburse SPMC for sums expended on behalf of the Program or Center in accordance with the provisions of this Agreement. The parties will endeavor, though not be bound to give, any such termination notice 180 days prior to a clinical academic year.

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

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

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

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

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

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

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

Approved as to form:

By: W. D. [Signature]
Office of General Counsel
The University of Texas System

Date: _____

THE UNIVERSITY OF TEXAS SYSTEM

By: Charles C. [Signature]
President
The University of Texas Health
Science Center at Dallas

Date: _____

By: [Signature]
Office of the Chancellor
The University of Texas System

Date: Nov 12, 1955

By: J. [Signature]
Chairman
The University of Texas System
Board of Regents

Date: 4-11-85

ST. PAUL FAMILY PRACTICE
CENTER-INC.

By: F. M. [Signature]
Chairman,
Board of Directors

Date: 26 February 85

ST. PAUL MEDICAL CENTER

By: [Signature]
Administrator

Date: 2/20/85

10. U. T. Medical Branch - Galveston: Salary Increase Requiring Advance Regental Approval Under Budget Rules and Procedures No. 2 (Exec. Com. Letter 85-12).--The Executive Committee recommended and the Board approved the following salary increase at The University of Texas Medical Branch at Galveston:

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

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

Source of Funds:

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

(RBC# 241)

11. U. T. Health Science Center - Houston: Approval to Exchange Tracts of Land with Texas Medical Center, Inc., Houston, Texas, for Construction of Thermal Distribution Lines (Exec. Com. Letter 85-15).--The Board, upon recommendation of the Executive Committee, authorized the conveyance of a tract of land containing approximately 6,500 square feet located on the easterly edge of the campus of The University of Texas Health Science Center at Houston to Texas Medical Center, Inc., Houston, Texas, for construction of new thermal distribution lines. In return, Texas Medical Center, Inc., will convey to the U. T. Board of Regents a tract of land containing approximately 12,837.5 square feet west of the U. T. Public Health School - Houston and the U. T. G.S.B.S. - Houston, which will be utilized for off-street parking.

12. U. T. Health Science Center - San Antonio: Salary Increases Requiring Advance Regental Approval Under Budget Rules and Procedures No. 2 (Exec. Com. Letter 85-12).--The Executive Committee recommended and the Board approved the following salary increases at The University of Texas Health Science Center at San Antonio:

Dental Diagnostic Science

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

Source of Funds:

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

(RBC# 269)

Department of Restorative Dentistry

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

Source of Funds:

State: \$41,000 Restorative Dentistry Teaching
Salaries

(RBC# 271)

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

Source of Funds:

State: \$35,000 Restorative Dentistry Teaching
Salaries

(RBC# 274)

Department of Oral and Maxillofacial Surgery

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

Source of Funds:

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

(RBC# 277)

13. U. T. Cancer Center - Additional Outpatient Clinic Facilities - Phase II (Project No. 703-459): Report of Negotiated Contract Change with Starstone Construction Company, Houston, Texas, to Provide Five Additional Floors (Exec. Com. Letter 85-12).--At its meeting on February 9, 1984, the U. T. Board of Regents authorized a contract change increasing the scope of a construction contract with Starstone Construction Company, Houston, Texas, to provide five additional floors, totaling 66,185 gross square feet, to Phase II Additional Outpatient Clinic Facilities at The University of Texas System Cancer Center at an increased construction cost not to exceed \$7,622,898.

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

Vice-Chairman Ratliff indicated his concern that the issuance of such large change orders and the resultant change in the scope of the project be carefully considered to insure the competitive aspects of the pricing. President LeMaistre responded that the five additional floors had been part of the original project scope and had been deleted because, at the time of original award, funds were not available for the total project. He indicated also that the value of the change order had been carefully evaluated by the Office of Facilities Planning and Construction to assure the competitive nature of the result.

Whereupon, the Board ratified the issuance of a Change Order to the contract with Starstone Construction Company concerning the construction of Additional Outpatient Clinic Facilities - Phase II at the U. T. Cancer Center.

14. U. T. Cancer Center: Acceptance of the Conveyance of Two Tracts of Land Containing Approximately 0.0391 Acres Along the North Right-of-Way Line of Holcombe Boulevard and 0.0287 Acres Along the South Right-of-Way Line of Holcombe Boulevard at John Freeman Avenue in Houston, Texas, from Texas Medical Center, Inc., Houston, Texas, for Construction of a Pedestrian and Thermal Distribution Line Overpass (Exec. Com. Letter 85-15).--The Board, upon recommendation of the Executive Committee, accepted the deed of conveyance to the U. T. Board of Regents, for and on behalf of The University of Texas System Cancer Center, from the Texas

Medical Center, Inc., Houston, Texas, of two tracts of land containing approximately 0.0391 acres along the north right-of-way line of Holcombe Boulevard and 0.0287 acres along the south right-of-way line of Holcombe Boulevard at John Freeman Avenue in Houston, Texas.

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

REPORT AND RECOMMENDATIONS OF THE FINANCE AND AUDIT COMMITTEE (Pages 39 - 40).--Committee Chairman Yzaguirre reported that the Finance and Audit Committee had met in open session to consider those matters on its agenda and to formulate recommendations for the U. T. Board of Regents. Unless otherwise indicated, the 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: Approval of Docket No. 21 of the Office of the Chancellor (Catalog Change).--Upon the recommendation of the Finance and Audit Committee, the Board approved Docket No. 21 of the Office of the Chancellor in the form distributed by the Executive Secretary. It is attached following Page 130 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 Administration and U. T. Austin: Amended List of Individuals Authorized to Negotiate, Execute and Administer Classified Government Contracts (Managerial Group).--In order to update the list of officers cleared for access to classified material and authorized to negotiate, execute and administer classified government contracts pursuant to the Security Agreement of The University of Texas System with the United States Department of Defense, the resolution adopted June 17, 1983, and amended December 8, 1983, and October 12, 1984, was revised to read as follows:

BE IT RESOLVED:

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

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

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

Members of the U. T. Board of Regents:

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

REPORT AND RECOMMENDATIONS OF THE ACADEMIC AFFAIRS COMMITTEE (Pages 41 - 67).--Committee Chairman Baldwin reported that the Academic Affairs Committee had met in open session to consider those matters on its agenda and to formulate recommendations for the U. T. Board of Regents. Unless otherwise indicated, the 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: Approval to Establish a Computer-Use Fee Effective with the Fall Semester 1985 (Catalog Change).-- In order to provide additional support for The University of Texas at Arlington's Academic/Computing Center, approval was given to establish a Computer-Use Fee of \$5, \$10, and \$15 per student user per semester, effective with the Fall Semester 1985. The amount to be charged will be dependent upon a classification of courses by amount of student computer usage required (limited, moderate or extensive).

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

2. U. T. Austin: Permission for Dr. Ernest T. Smerdon to Serve on the Governor's Select Committee on Water Quality Standards for the Colorado River [Regents' Rules and Regulations, Part One, Chapter III, Section 13, Subsections 13.(10) and 13.(11)].--Upon recommendation of the Academic Affairs Committee, the Board granted permission for Dr. Ernest T. Smerdon, Professor of Civil Engineering and Director of the Center for Research in Water Resources at The University of Texas at Austin, to serve on the Governor's Select Committee on Water Quality Standards for the Colorado River.

The appointment of Dr. Smerdon is of benefit to the State of Texas, creates no conflict with his regular duties, and is in accordance with approval requirements for positions of honor, trust, or profit provided in Article 6252-9a of Vernon's Texas Civil Statutes, and Part One, Chapter III, Section 13, Subsections 13.(10) and 13.(11) of the Regents' Rules and Regulations.

It was noted that Dr. Smerdon's service on this committee will be without remuneration.

3. U. T. Austin: Permission for Dr. Patrick L. Parker to Serve on the U. S. Department of Energy's Health and Environmental Research Advisory Committee [Regents' Rules and Regulations, Part One, Chapter III, Section 13, Subsections 13.(10) and 13.(11)].--Permission was granted for Dr. Patrick L. Parker, Research Scientist at The University of Texas at Austin Marine Science Institute and Professor of Chemistry at The University of Texas at Austin, to serve a one-year appointment on the U. S. Department of Energy's Health and Environmental Research Advisory Committee. Dr. Parker's service on this committee will be without compensation.

Dr. Parker's appointment is of benefit to the State of Texas, creates no conflict with his regular duties, and is in accordance with approval requirements for positions of honor, trust, or profit provided in Article 6252-9a of

Vernon's Texas Civil Statutes, and Part One, Chapter III, Section 13, Subsections 13.(10) and 13.(11) of the Regents' Rules and Regulations.

4. U. T. Austin: Appointments to Endowed Academic Positions in the (a) College of Communication, (b) College of Education, (c) College of Liberal Arts, (d) College of Natural Sciences, and (e) College of Pharmacy Effective September 1, 1985.--The Board approved the following appointments to endowed academic positions at The University of Texas at Austin effective September 1, 1985, with the understanding that the individuals would vacate any currently held endowed positions on the effective date of the new appointments:

(a) College of Communication

- (1) Dr. Frederick D. Williams, currently Professor in the Annenberg School of Communications, University of Southern California, initial holder of the Mrs. Mary Gibbs Jones Centennial Chair in Communication

It was noted that Dr. Williams will join the U. T. Austin faculty as a Professor in the Department of Speech Communication.

- (2) Dr. Glen M. Broom, Professor of Journalism, San Diego State University, initial holder of the Times Mirror Centennial Visiting Professorship in Journalism for the 1985-86 academic year only

It was reported that Dr. Broom will teach in the U. T. Austin Department of Journalism as a Visiting Professor.

(b) College of Education

Dr. Jack H. Wilmore, Professor of Physical Education and Professor of Surgery (College of Medicine) at the University of Arizona, initial holder of the Margie Gurley Seay Centennial Professorship in Education

Dr. Wilmore will join the U. T. Austin faculty as a Professor in the Department of Physical and Health Education effective September 1, 1985.

(c) College of Liberal Arts

- (1) Dr. Peter C. Ordeshook, Professor, Department of Government, to the Frank C. Erwin, Jr. Centennial Chair in State Government

(2) Dr. Jane N. Lippmann, Associate Professor of French, and Associate Dean in the College of Liberal Arts, to the William David Blunk Memorial Professorship for the 1985-86 academic year only

(d) College of Natural Sciences

Dr. William E. Galloway, Senior Research Scientist, Bureau of Economic Geology, to the John E. "Brick" Elliott Centennial Endowed Professorship in Geological Sciences

(e) College of Pharmacy

(1) Dr. James W. McGinity, Associate Professor, College of Pharmacy, and Assistant Director of the Drug Dynamics Institute, initial holder of the Johnson & Johnson Centennial Professorship in Pharmacy

(2) Dr. Carlton K. Erickson, Professor, College of Pharmacy, initial holder of the Parke-Davis Centennial Professorship in Pharmacy

5. U. T. Austin: Approval of Rate Increases for University Apartments-Married Student Housing, Student Housing Units-Women's Cooperatives and University Residence Halls Effective Fall Semester 1985 (Catalog Change).---In order to cover the additional operational costs projected for the 1985-86 fiscal year, the Board approved the rate schedules set out on Pages 43 - 45 for University Apartments-Married Student Housing, Student Housing Units-Women's Cooperatives and University Residence Halls at The University of Texas at Austin effective with the Fall Semester 1985.

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

	<u>Monthly Rate</u>
Mobile Home Lot	\$ 57
Colorado and Gateway Apartments	
Unfurnished	
1 bedroom	224
2 bedroom	247
Furnished	
1 bedroom	263
2 bedroom	289
Brackenridge Apartments	
1 bedroom	261
2 bedroom	323
3 bedroom	396

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

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

Monthly Rental Per Co-op Paid to the University

	<u>Number of residents per Co-op</u>	<u>Monthly rent paid to University</u>
<u>Air-conditioned</u>		
Double Rooms	17	\$1275.00
	19	1425.00
<u>Non air-conditioned</u>		
Double Rooms	15	749.75

The University of Texas at Austin
 RATE SCHEDULE EFFECTIVE 1985-86
 University Residence Halls

Long Session Rate
Room Meals Total

Air-conditioned
Double Rooms

Jester, Kinsolving,
 Blanton, Moore-Hill,
 Simkins

community bath	\$1434	\$1640	\$3074
connecting bath	1650	1640	3290

Non-air-conditioned
Double Rooms

Andrews, Carothers,
 Littlefield, Brackenridge-
 Roberts-Prather

community bath	\$1130	\$1640	\$2770
----------------	--------	--------	--------

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

Other University Residence Hall Rates

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

Daily Rate Per Person

Meals	\$12.25
Double Room	10.00
Total	\$22.25

Single Room (1½ times the double rate)

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

6. U. T. Austin: Approval of Memorandum of Agreement with Brooke Army Medical Center, Fort Sam Houston, Texas. -- Upon recommendation of the Academic Affairs Committee, approval was given to the Memorandum of Agreement set out on Pages 45 - 49 by and between The University of Texas at Austin and Brooke Army Medical Center, Fort Sam Houston, Texas.

This agreement, executed by the appropriate officials of the institution and facility to be effective upon approval by the U. T. Board of Regents, allows graduate students in U. T. Austin's College of Communication to participate in clinical learning experiences in speech pathology and audiology.

MEMORANDUM OF AGREEMENT

I. BACKGROUND

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

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

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

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

5. The affiliation is controlled by and subject to title 5, US Code, section 5351-6, 8144, and 3331-2.

II. UNDERSTANDING

1. The US Army medical facility will--

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

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

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

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

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

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

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

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

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

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

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

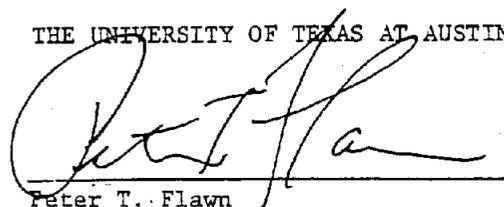
f. Be responsible for health examinations and such other medical examinations and protective measures as the facility and non-Federal institution mutually find to be necessary.

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

III. TRAINING

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

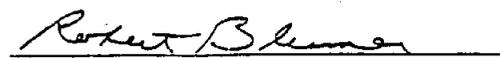
THE UNIVERSITY OF TEXAS AT AUSTIN:


Peter T. Flawn
President

(DATE)

BROOKE ARMY MEDICAL CENTER

12/17/84
(DATE)


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

(DATE)

FORM APPROVED:

W.D. Shultz
General Counsel
The University of Texas System

CONTENT APPROVED:

James P. Duvall
Executive Vice Chancellor for
Academic Affairs
The University of Texas System

H. ...
Chancellor
The University of Texas System

ATTEST:

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

THE BOARD OF REGENTS OF THE
UNIVERSITY OF TEXAS SYSTEM

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

7. U. T. Dallas: Approval of Amendments to Articles I, V and VIII of the Constitution of the Student Senate.--Upon recommendation of the Academic Affairs Committee, the Board approved amendments to Articles I, V and VIII of the Constitution of the Student Senate at The University of Texas at Dallas to:

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

The Constitution of the Student Senate, as amended, is set out in its entirety on Pages 50 - 61.

CHAPTER 53. THE CONSTITUTION OF THE STUDENT SENATE OF
THE UNIVERSITY OF TEXAS AT DALLAS

Statement of Purpose

It is the primary purpose of the Student Government of The University of Texas at Dallas, hereafter known as the Student Senate, to represent the corporate Student Body and provide a unified voice in student dealings with individuals and agencies outside of that body. This includes, but is not limited to, the following:

1. Representing those ideals, goals, and programs which are of general interest to the Student Body, to the administration and other groups within and without the University structure.
2. Serving as a forum for the presentation of student interests and desires, determining which of these represents the opinions of a majority of the Student Body, and then acting as an agency to further the accomplishment of these goals.
3. Enhancing the intellectual life of the University, and ensuring that the opportunity is available for students to expose themselves to the widest possible range of contemporary thought and opinion.
4. Working with the administration and faculty to ensure that adequate programs are provided to meet the student's needs for sports, recreation, and entertainment.
5. Advising the administration of student opinion of proposed University programs.

ARTICLE I

Student Senate

Subarticle A

Section 1. Composition

The Student Senate of The University of Texas at Dallas shall be composed of two senators from each undergraduate college and two graduate senators from each school.

Section 2. Term of Office

The term of office for all graduate and undergraduate senators shall extend from the first day of October until the last day of September the following year. Vacancies occurring in the Student Senate shall be filled in accordance with Article VII of this Constitution.

Section 3. Assumption of Office

A term of office shall be from the meeting in which one takes office immediately following one's election until such time as that office is vacated either constitutionally, by resignation, or by removal from office.

Section 4. Other Representation

The President and Vice President of the Student Body of The University of Texas at Dallas shall serve on the Student Senate.

Subarticle B

Section 1. Presiding Officer

The President of the Student Body shall preside over all meetings of the Student Senate and may vote in the event of a tie vote. The Vice President of the Student Body shall preside over all meetings and/or portions of meetings in the absence of the President.

Section 2. Quorum

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

Section 3. Meetings

The Student Senate shall hold a regular meeting twice a month during the long semesters, and once a month during summer sessions.

Subarticle C

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

ARTICLE II

Executive Function

Section 1. Executive Officers

The executive officers of the Student Senate shall be the President, a Vice President, a Secretary, a Treasurer, and a Parliamentarian, who shall fulfill the qualifications set forth in Article IV of this Constitution.

Section 2. Election of President and Vice President

The President and Vice President of the Student Government shall be chosen by an at-large election of the entire Student Body in the spring of each year.

Section 3. Selection of Other Officers

The offices of Secretary, Treasurer, and Parliamentarian of the Student Senate shall be filled by the Student Senate from among its membership. Selection shall be by a plurality of Student Senate members present and voting.

Section 4. Term of Office

(1) The term of office for the President and Vice President shall be from the first day of May until the last day of April the following year.

(2) The term of office for the Secretary, Treasurer, and Parliamentarian shall correspond to each session of the Student Senate.

ARTICLE III

Functions and Powers

Subarticle A

Section 1. Legislative Power

The legislative power of the Student Body shall be vested in the Student Senate and shall be the highest level of elected Student Government of The University of Texas at Dallas.

Section 2. Powers and Responsibilities of the Student Senate

The Student Senate shall have the power and responsibility to:

- (1) Be the official representative of the Student Body.
- (2) At its option, express its opinions concerning any topic that is of interest to the Student Body and may discuss any questions or matters within the scope of this Constitution, or relating to the powers and functions of any organs provided for in this Constitution, and may make recommendations to any individual or group, or both, on any such matters or questions.
- (3) Recommend or enact legislation on any matter or question that rests entirely in the Student Body with the exception of those functions and powers reserved to the Student Judicial Board in Article VI of this Constitution.
- (4) Advise and consent to all appointments made by the President of the Student Body.

Section 3. Voting by Proxy

Voting by proxy on matters before the Student Senate or other bodies set forth in this Constitution shall not be allowed.

Section 4. Parliamentary Authority

Unless otherwise prescribed in this Constitution of the Student Senate of The University of Texas at Dallas, Robert's Rules of Order Newly revised shall serve as the official rules of procedure.

Subarticle B

Section 1. Powers and Responsibilities of the President

The executive powers will be vested in a President. The President shall have the power and responsibility to:

- (1) Preside at all meetings of the Student Senate.
- (2) Recommend legislation to the Student Senate.
- (3) Execute all legislation passed by the Student Senate.
- (4) Execute and enforce all decisions rendered by the

Student Judicial Board.

(5) Make all student appointments, subject to the advice and consent of the Student Senate.

(6) Unless otherwise prescribed in this Constitution, set the agenda for all Student Senate meetings.

(7) Exercise the option of voting in the case of a tie vote.

Section 2. Powers and Responsibilities of the Vice President

The Vice President shall have the power and responsibility to:

(1) Assist the President in the execution of his/her duties.

(2) Perform the duties of the President in the case of his/her absence, including exercise of the option of voting in case of a tie vote.

(3) Become President, if the office of the President shall become vacant, for the remainder of the term of office in accordance with Article VII of this Constitution.

(4) Serve as Chairperson of the Student Government Student Life Committee and act as a representative to the Academic Council Student Life Committee.

Section 3. Secretary of the Student Senate

The Secretary of the Student Senate shall:

- (1) Be an elected member of the Student Senate.
- (2) Maintain a record of all proceedings of the Student Senate.
- (3) Assist the President and Vice President in the execution of their duties.
- (4) Handle correspondence between other universities and organizations.

Section 4. Treasurer of the Student Senate

The Treasurer of the Student Senate shall:

- (1) Be an elected member of the Student Senate.
- (2) Maintain the financial records of the Student Senate.
- (3) Publish in the official University of Texas at Dallas newspaper by January 1 and June 1 of each year a financial statement which shall include amounts appropriated to each activity, total allocations to date, current balance to date, and any other information the Student Senate may designate.
- (4) Serve as a member of the Budget Committee.

Section 5. Parliamentarian of the Student Senate

The Parliamentarian of the Student Senate shall:

- (1) Be an elected member of the Student Senate.
- (2) Render all decisions regarding parliamentary procedure in accordance with Article II, Section 3, of this Constitution.
- (3) Assist the President and Vice President in the execution of their duties.
- (4) Serve as a member of the Rules Committee.

Section 6. Executive Committee

The Executive Committee shall consist of the President, Vice President, Secretary, Treasurer, Parliamentarian, and the Chairperson of the Rules and Budget Committees.

ARTICLE IV

Qualifications and Elections

Section 1. General Qualifications

No person shall be a candidate or hold office under the authority of this Constitution unless he/she shall:

(1) Be enrolled for at least a minimum workload of nine hours on the undergraduate level or six hours on the graduate level.

(2) Be in good academic standing.

(3) Be a regularly enrolled student in the program from which he/she was elected and remain a member of his/her constituency in order to continue membership in the Student Senate.

Section 2. Term of Office for President and Vice President

The President and Vice President may serve for only one term in the same office. A term shall consist of one year or any portion thereof prior to the next regularly scheduled Presidential election.

Section 3. Voting

No person shall be entitled to vote in an election held under the authority of this Constitution unless he/she is a regularly enrolled member of the Student Body.

Section 4. Elections

(1) All elections provided for in this Constitution shall be administered by the Rules Committee.

(2) To be elected President or Vice President of the Student Body, a candidate must receive forty percent of the votes cast for that office in a general Student Body election. If no candidate receives the required forty percent, or there is a tie, there will be a run-off between the top two candidates. If two candidates receive at least forty percent and neither receives a majority, there will be a run-off between these two candidates.

(3) Write-in balloting shall not be accepted in any run-off election.

(4) All other elections shall be decided by a plurality of the votes cast, provided that in the event of a tie vote, a run-off election shall be held.

(5) Special elections may be called by the Student Senate by a two-thirds vote of the membership of the Student Senate.

ARTICLE V

Standing Committees

Section 1.

The standing committees shall consist of the Student Government Student Life Committee, the Rules Committee, the Budget Committee, the Student Communications Committee, and the Student Services Committee.

Section 2. Composition

Each of the standing committees shall be composed of five members of the Student Senate, of which there shall be at least one undergraduate and one graduate member.

Section 3. Chairperson

1) The Chairperson positions of the five standing committees shall be filled with at least two graduate and two undergraduate students.

(2) The Chairperson of each committee shall have the right to include items on the agenda of the Student Senate meetings.

Section 4. Committee Responsibilities

(1) The Student Life Committee shall be responsible for coordinating all student activities. It shall also serve as the official link between the students and faculty.

(2) The Student Communications Committee shall be responsible for all communications between the Student Senate and the Student Body, including student publications.

(3) The Rules Committee shall establish election procedures and administer the conduct of all elections within the framework of this Constitution. It shall also give the Student Government recognition of all proposed student organizations.

(4) The Budget Committee shall be responsible for the preparation of the student budget and may administer the expenditure of the Student Government funds under the outlines of the laws of the State of Texas, the Rules and Regulations of the Board of Regents, and the Handbook of Operating Procedures for this institution.

(5) The Student Services Committee shall be responsible for hearing, evaluating, and addressing areas of interest and concern related to the university in its role as a service-providing institution.

ARTICLE VI

Student Judicial Board

Section 1. Composition

The Student Judicial Board shall be composed of five (5) members of the Student Body who do not sit on the Student Senate, or hold any other elected or appointed student office on campus. Of the five (5) members, there shall be at least one undergraduate and one graduate member, the remaining members to be selected from either group.

Section 2. Term of Office

Members of the Student Judicial Board shall serve for the duration of their current academic degree programs.

Section 3. Presiding Officer

The presiding officer of the Student Judicial Board shall be the Chairman, and he/she shall be elected by the members of that body for his/her term of office.

Section 4. Selection Process

All members of the Student Judicial Board shall be selected by the Executive Committee and approved by a simple majority of the Student Senate.

Section 5. Constitutional Interpretation

The Student Judicial Board shall arbitrate over matters of interpretation of this Constitution and acts of the Student Senate. Any member of the Student Senate may petition the Student Judicial Board concerning any matter heretofore mentioned. The Student Judicial Board shall decide by unanimous consent of all its members whether to hear a case, and shall by a simple majority render a decision that shall be final and binding upon all concerned parties.

Section 6.

The Student Judicial Board shall act in any other such matters as directed by the President of The University of Texas at Dallas.

ARTICLE VII

Vacating an Office

Section 1. Removal from Office

(1) Any person serving under the provisions of this Constitution may upon petition by the Executive Committee or by one-fourth of the Student Senate be removed from office upon approval of two-thirds of the entire Student Senate.

2) If at any time a person serving under the provisions of this Constitution can no longer meet the minimum requirements outlined for the office in this Constitution, that office automatically becomes vacant.

Section 2. Succession

If for any reason the Office of President should become vacant, the Vice President shall become President. In the event that the Vice President cannot, or chooses not to, serve as President, a special election shall be held under the provisions of Section 3.

Section 3. Special Elections

Upon a vacancy occurring in any elected office, a special election shall be held to fill that vacancy within ninety days of the vacancy occurring or at the next general election, whichever comes first. Persons elected in special elections shall serve until the next regularly scheduled election for that office.

Section 4. Student Judicial Board Vacancies

Vacancies on the Student Judicial Board shall be filled as specified in Article VI of this Constitution.

ARTICLE VIII

Ratification and Amendment

Section 1. Student Senate-Initiated Amendment

Any member of the Student Senate may propose amendments to this Constitution. The proposed amendment must lay on the table for thirty days, after which the Student Senate must vote on the proposed amendment. If three-fourths of the total membership of the Student Senate favor the amendment, it must be submitted to the Student Body for approval or disapproval.

Section 2. Student Body-Initiated Amendment

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

Section 3. Ratification

Amendments to this Constitution shall become effective after ratification by two-thirds of the Student Body voting on said amendments in an election after certification by the Chairman of the Election Committee that such amendments have been duly ratified, and after approval by the Board of Regents of The University of Texas System through its prescribed procedures.

Section 4. Permanent Copy

Such amendments shall be attached to the permanent copy of this Constitution preserved in the records of the Student Senate.

Section 5. Deletion and Substitution

Amendments by deletion and substitution are allowed.

Section 6. Ex-Post facto

No proposed amendment or act of the Student Senate shall violate the rules of ex-post facto, concerning present individuals or organizations named in this Constitution.

Section 7.

All provisions of this Article shall be conducted in accordance with all other provisions set forth in this Constitution.

8. U. T. Permian Basin: Approval of a Falcon as the University Mascot (Regents' Rules and Regulations, Part Two, Chapter I, Section 10, Subsection 10.4).--In accordance with the Regents' Rules and Regulations, Part Two, Chapter I, Section 10, Subsection 10.4, the Board approved a falcon as the mascot for The University of Texas of the Permian Basin.

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

9. U. T. San Antonio: Acceptance of Gifts for the Special Collections Library from Mr. Montgomery Fly Cameron, San Antonio, Bexar County, Texas.--On behalf of The University of Texas at San Antonio, the Board accepted gifts from Mr. Montgomery Fly Cameron, San Antonio, Texas, including a collection of books, journals, architectural drawings by the donor's father, Mr. Ralph Cameron, and a portrait of the donor's mother. Items within the collection are valued at \$318,500.

It was reported that a Deed of Gift signed by Mr. Cameron specifies that his interior design collection will become part of the Ralph Haywood Cameron collection in the Special Collections Department of the U. T. San Antonio Library. Architectural drawings by Mr. Ralph Cameron also will become part of this collection, and the portrait of Mrs. Cameron will be placed on permanent display in the Special Collections Department with the photographic portraits of her husband and son. The gifts will be donated over a period of time with delivery to be completed at the time of Mr. Cameron's death.

10. U. T. San Antonio: Approval of Agreement with Southwest Texas State University, San Marcos, Texas, and the Commandant, Air Force ROTC, San Antonio, Texas.--Approval was given to the agreement set out on Pages 63 - 66 by and among Southwest Texas State University, San Marcos, Texas, the Commandant, Air Force ROTC, San Antonio, Texas, and The University of Texas at San Antonio.

This agreement, executed by the appropriate officials of the institution and facility to become effective upon approval by the U. T. Board of Regents, establishes a Senior Air Force Reserve Officer Training Corps Operating Location at U. T. San Antonio. The Secretary of the Air Force has approved the upgrading of the Air Force ROTC Program at U. T. San Antonio to an Operating Location.

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

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

AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

(3) Both of the above.

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

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

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

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

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

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

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

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

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

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

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

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

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

5. It is mutually understood and agreed:

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

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

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

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

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

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

FOR THE INSTITUTIONS

Institution A

(Name) Robert Mandery

(Title) President

(Institution) Southwest Texas State University

(Date) October 9, 1984

FOR THE AIR FORCE

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

(Date) 9 October 1984

(Name) William J. Grove
COMMANDANT AFROTC
Brig San William J. Grove

(Date) 4 January 1985

Institution B

(Name) James A. Ferguson

(Title) President

(Institution) The University of Texas at San Antonio

(Date) 12/17/84

CONTENT APPROVED:

James P. Duvall
Executive Vice Chancellor for
Academic Affairs
The University of Texas System

Arthur H. Dilly
Chancellor
The University of Texas System

FORM APPROVED:

Francis A. Fiedler
Office of General Counsel
The University of Texas System

James P. Duvall
Chairman, Board of Regents of
The University of Texas System

CERTIFICATE OF APPROVAL

I hereby certify that the foregoing Agreement was approved by the Board of Regents of The University of Texas System on 11th day of April, 1985.

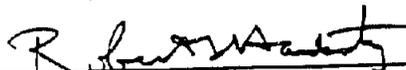
Arthur H. Dilly
Executive Secretary, Board of Regents
The University of Texas System

ARTHUR H. DILLY

ADDENDUM TO AGREEMENT FOR THE ESTABLISHMENT
OF A SENIOR AIR FORCE RESERVE
OFFICER TRAINING CORP OPERATING LOCATION

1. Paragraph 3(e) of Master Agreement is amended to provide that the institution will confer appropriate academic rank on all officer personnel assigned to the Unit of Aerospace Studies, but in no case will the rank conferred be less than that of Adjunct Assistant Professor.

FOR INSTITUTION A


ROBERT L. HARDESTY, President
Southwest Texas State
University

DATE: 2/13/85

FOR INSTITUTION B


JAMES W. WAGENER, President
The University of Texas at
San Antonio

DATE: Feb. 8, 1985

FOR THE AIR FORCE


PROFESSOR OF AEROSPACE STUDIES

DATE: 22 FEB 1985


COMMANDANT, AIR FORCE ROTC

DATE: 28 FEBRUARY 1985

11. U. T. Tyler: Appointments to Nonendowed Academic Positions:
(a) Dr. Paula K. Lundberg to the J. S. Hudnall Professor-
ship for American Affairs; and (b) Dr. James F. Koukl to
the J. S. Hudnall Professorship in Energy and Technology
Effective September 1, 1985.--The Board approved the
following appointments to nonendowed academic positions
at The University of Texas at Tyler effective Septem-
ber 1, 1985, for the 1985-86 academic year only:

(a) Dr. Paula K. Lundberg, Assistant Profes-
sor of Psychology, to the J. S. Hudnall
Professorship for American Affairs

(b) Dr. James F. Koukl, Associate Professor
of Biology, to the J. S. Hudnall Profes-
sorship in Energy and Technology

12. U. T. Tyler: Dr. Wendell C. Hewett Appointed Initial Holder
of the George W. and Robert S. Pirtle Distinguished Profes-
sorship in Free Enterprise Effective September 1, 1985.--
Upon recommendation of the Academic Affairs Committee, the
Board appointed Dr. Wendell C. Hewett, Professor of Busi-
ness Administration, School of Business Administration
at The University of Texas at Tyler, initial holder of
the George W. and Robert S. Pirtle Distinguished Profes-
sorship in Free Enterprise effective September 1, 1985,
for the 1985-86 academic year only.

REPORT AND RECOMMENDATIONS OF THE HEALTH AFFAIRS COMMITTEE (Pages 68 - 93).--Committee Chairman Briscoe reported that the Health Affairs Committee had met in open session to consider those items on its agenda and to formulate recommendations for the U. T. Board of Regents. Unless otherwise indicated, the 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): Appointment of (a) James P. McCulley, M.D., to The David Bruton, Jr. Chair of Ophthalmology Effective April 18, 1985; and (b) Charles M. Ginsburg, M.D., Initial Holder of the Robert L. Moore Professorship in Pediatrics Effective Immediately.-- Upon recommendation of the Health Affairs Committee, the Board approved the following appointments to endowed academic positions at the U. T. Southwestern Medical School - Dallas of The University of Texas Health Science Center at Dallas:

- (a) James P. McCulley, M.D., Professor and Chairman, Department of Ophthalmology, to The David Bruton, Jr. Chair of Ophthalmology effective April 18, 1985
- (b) Charles M. Ginsburg, M.D., Professor of Pediatrics, initial holder of the Robert L. Moore Professorship in Pediatrics effective immediately

2. U. T. Medical Branch - Galveston: Approval of Patent License Agreement with Triton Biosciences Inc., Alameda, California, Relating to Peptides and Proteins Encoded by Complementary Strands of Nucleic Acids ("Complementary Proteins and Peptides").--The Board approved the patent license agreement set out on Pages 69 - 81 by and between The University of Texas Medical Branch at Galveston and Triton Biosciences Inc., Alameda, California, a subsidiary of Shell Oil Company.

This agreement, executed by the appropriate officials of the institution and facility to become effective upon approval by the U. T. Board of Regents, grants Triton Biosciences Inc., a license under Peptides and Proteins Encoded by Complementary Strands of Nucleic Acids technology, which includes related patent rights, and provides an exclusive license to make, use, and sell "Complementary Proteins and Peptides."

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

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

W I T N E S S E T H:

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

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

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

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

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

1. EFFECTIVE DATE.

This Agreement shall be effective as of April 11, 1985.

2. DEFINITIONS.

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

2.1 LICENSED SUBJECT MATTER shall mean proteins and peptides encoded by complementary strands of nucleic acids (hereinafter referred to as "complementary proteins and peptides"), including compositions and biologic materials derived therefrom, processes for their production, and the use of such compositions in the biological field to the extent derived from the

research performed pursuant to the Research Agreement between the same parties dated December 1, 1984, entitled "A Molecular Basis and Predictive Principle for Protein-Protein Binding" under which, at paragraph 11, LICENSEE is entitled to a first right of refusal which it is herein exercising.

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

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

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

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

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

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

2.8 GROSS SALES shall mean LICENSEE'S billings (not less than cost) on SALES of LICENSED PATENT PRODUCTS or LICENSED NON-PATENT PRODUCTS, less any customary discounts allowed and actually taken, sales and/or use tax, import

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

3. WARRANTY

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

4. GRANT

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

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

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

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

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

4.5 UNIVERSITY specifically retains the right to:

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

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

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

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

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

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

5. COMPENSATION AND REPORTS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. FOREIGN FILING OF PATENT APPLICATIONS.

6.1 If patent applications have not been filed outside the United States and the convention year has not expired for any patent application included within UNIVERSITY'S PATENT RIGHTS on the Effective Date of this Agreement, LICENSEE shall designate those foreign countries in which LICENSEE desires foreign patent protection, and the UNIVERSITY shall thereafter timely file foreign patent applications in the name of the UNIVERSITY on any such invention in all the foreign countries elected. The costs and expenses current and accrued relating to obtaining, issuing, and maintaining of patents in all the foreign countries elected as provided above shall be paid by LICENSEE. On a country-by-country basis, LICENSEE shall receive a credit for such costs and expenses against royalties due for the exclusive license herein granted in a given country elected as specified above; provided, however, that in a given country the amount of any such credit for any royalty period shall not exceed fifty percent (50%) of total royalties due the UNIVERSITY in a given country for the same royalty period.

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

7. TERM AND TERMINATION

7.1 The term of this Agreement shall extend from the Effective Date set forth in Article 1 to the full end of the term or terms for which PATENT RIGHTS or extensions thereof are granted (determined on a country-by-country basis) unless patents do not issue on any UNIVERSITY patent application covered by PATENT RIGHTS, in which case this Agreement shall extend for a

period of ten (10) years from the Date set forth in Article 1 or until LICENSEE ceases to pay royalty on any LICENSED NON-PATENT PRODUCT in accordance with paragraph 5.3, whichever event occurs later.

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

7.3 If PATENTS are defined in Attachment A to include patent applications, then UNIVERSITY will keep LICENSEE informed as to the progress of such application and will provide LICENSEE with copies of any finally issued claims in such applications. LICENSEE shall be given reasonable opportunity to input as to the type and scope of useful claims and nature of supporting disclosure. Further, the UNIVERSITY will not finally abandon any patent application within UNIVERSITY'S PATENT RIGHTS without taking into account LICENSEE'S views.

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

8. INFRINGEMENT.

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

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

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

9. ASSIGNMENT.

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

10. ARBITRATION.

At the request of either party, any controversy or claim arising out of or relating to this Agreement shall be settled by arbitration in Houston, Texas, in accordance with the then current Licensing Agreement Arbitration Rules of

the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) shall be binding on the parties and may be entered by either party in the court or forum, state or federal, having jurisdiction.

11. PATENT MARKING.

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

12. INDEMNIFICATION.

LICENSEE shall indemnify UNIVERSITY and SYSTEM from and against any claims, demands, or causes of action on account of any injury or death of persons or damage to property caused by, or arising out of, or resulting from, exercise or practice of the license granted hereunder; provided, however, that such obligation to indemnify UNIVERSITY and SYSTEM shall not extend to any claim, demand, or cause of action arising in favor of any person or entity, growing out of, incident to, or resulting directly or indirectly from negligence (whether sole, joint, or otherwise), of UNIVERSITY and SYSTEM or its officers, agents, representatives, or employees.

13. USE OF UNIVERSITY NAME.

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

14. GENERAL.

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

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

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

Attn: System Intellectual
Property Office

or in the case of LICENSEE to:

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

Attn: Dr. John F. Cole

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

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

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

TRITON BIOSCIENCES INC.:

ATTEST:

Secretary

John F. Cole
JOHN F. COLE
Research Director

FORM APPROVED

CONTENT APPROVED:

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

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

Charles F. McWhorter
Executive Vice Chancellor
for Health Affairs, The
University of Texas System

Hans Mark
Chancellor, The University
of Texas System

ATTEST:

THE BOARD OF REGENTS OF
THE UNIVERSITY OF
TEXAS SYSTEM

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

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

ATTACHMENT A

UNIVERSITY PATENTS AND PATENT APPLICATIONS

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

ATTACHMENT B

OBLIGATION OF LICENSEE TO GRANT SUBLICENSE

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

3. U. T. Health Science Center - Houston: Approval of Affiliation Agreement with American Homes International, Inc., Houston, Texas.--Approval was given to the affiliation agreement set out on Pages 82 - 89 by and between the U. T. Board of Regents, for and on behalf of The University of Texas Health Science Center at Houston, and American Homes International, Inc., Houston, Texas.

This agreement, executed by the appropriate officials of the institution and facility to become effective upon approval by the U. T. Board of Regents, establishes a framework for the U. T. Health Science Center - Houston and American Homes International, Inc., to implement educational experience programs which will involve students and personnel of the U. T. Health Science Center - Houston.

HEALTH CARE
EDUCATIONAL EXPERIENCE PROGRAM
AFFILIATION AGREEMENT

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

WITNESSETH:

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

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

WHEREAS, AHI is committed to a goal of providing the best obtainable supply of personnel educated in the field of health care as being in the best interests of AHI, and believes that achievement of such goal can best

be accomplished by affording health-care students the opportunity to participate in meaningful educational experiences as a part of an academic health care program, through utilization of appropriate facilities and personnel of AHI; and,

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

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

I. GENERAL PROVISIONS

- A. That this agreement is between the Board of Regents of The University of Texas System and AHI, and that any alterations or future provisions shall likewise be negotiated through their respective governing bodies.
- B. That AHI and University shall retain all jurisdictional powers incident to separate ownership.
- C. That AHI agrees to provide for the operation and maintenance of a life-care and nursing care facility for patient care, teaching, research and community services integrated with the nursing and, where appropriate, other health professional educational programs of the University.
- D. That AHI will operate its facility in a manner and with standards consistent with the highest quality of those of similar institutions in the United States.
- E. That AHI shall retain final jurisdiction over the management of its facilities, including assignment of patients to the nursing facility, but shall consult with University in the formulation of policies affecting teaching and research.
- F. That University will establish and conduct research activities and fully accredited educational programs.
- G. That University shall assume the responsibility for further development of clinical and basic research, in consultation with AHI.

H. That this Agreement shall be for a period of ten (10) years from its effective date, but may be terminated at any time upon mutual consent of the parties hereto. This Agreement may also be terminated by either party upon the giving of one hundred eighty (180) days notice to the other party. It is understood that this Agreement may be amended in writing to include such provisions as the parties may agree upon and may be renewed for an additional term of years upon such terms and conditions as the parties may agree.

II. MAJOR SPECIFIC CONSIDERATIONS

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

A. Faculty and Staff Appointments

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

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

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

1. That University academic appointments for the performance of service will be of three basic types.
 - a. Clinical and voluntary - no financial remuneration for teaching.
 - b. Part-time - compensation by University for specifically designated teaching services which are time-consuming.
 - c. Full-time - full compensation from University subject to policies of University.

2. AHI shall appoint, after consultation with University, the chiefs of departments, services, or divisions involved in the teaching programs.

B. Availability of Patients for Teaching

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

C. Student Responsibilities and Facilities

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

D. Joint Responsibilities for Research

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

E. Organization for Effective Communication

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

- a. Issues affecting both institutions which need the attention of senior management.

2. AHI shall appoint, after consultation with University, the chiefs of departments, services, or divisions involved in the teaching programs.

B. Availability of Patients for Teaching

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

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D. Joint Responsibilities for Research

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

E. Organization for Effective Communication

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

- a. Issues affecting both institutions which need the attention of senior management.

- b. Current program evaluation and assessment of the feasibility of new programs which are being considered by either institution.

III. EDUCATIONAL EXPERIENCE PROGRAMS

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

- A. The Program shall not become effective until all agreements between the parties with respect to Program have been reduced to writing ("Program Agreement"), executed by the duly authorized representatives of AHI and University, and approved in writing by the Chancellor of The University of Texas System.
- B. The Program may be cancelled by either party by giving such written notice to the other of its intention to terminate the Program as provided in the Program Agreement; provided, however, that the Program shall automatically terminate upon termination of this Agreement.
- C. In the event of conflict between the text of Program Agreement and the text of this Agreement, this Agreement shall govern.
- D. After Program Agreement becomes effective, no amendments thereto shall be valid unless in writing and executed by the duly authorized representatives of AHI and University, and approved by the Office of the Chancellor of The University of Texas System.
- E. Except for certain acts to be performed by University pursuant to express provisions of this Agreement, AHI hereby agrees to furnish the premises, personnel, services, and all other things necessary for the Educational Experience Program, as specified in the Program Agreement, and, in connection with such Program, further agrees:
 - 1. To comply with all Federal, State and Municipal laws, ordinances, rules and regulations applicable to performance by AHI of its obligations under this Agreement, and all applicable accreditation requirements, and to certify such

- compliance to University or other entity when requested to do so by University.
2. To permit the authority responsible for accreditation of University's curriculum to inspect such facilities, services and other things provided by AHI pursuant to this Agreement as are necessary for accreditation evaluation.
 3. To appoint a person to serve for AHI as liaison (Liaison) to the faculty and students engaged in the program; provided, however, that no person not having the prior written approval of University shall be appointed Liaison; and in such connection, AHI shall furnish in writing to University (not later than thirty (30) days prior to the date the Liaison appointment is to become effective) the name and professional and academic credentials of the person proposed by AHI to be Liaison, and within ten days after receipt of same, University shall notify AHI of University's approval or disapproval of such person. In the event the Liaison becomes unacceptable to University after appointment, and University so notifies AHI in writing, AHI will appoint another person to serve as Liaison in accordance with the procedure stated in the first sentence of this sub-paragraph (3).

F. University hereby agrees:

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

3. To designate a member of the University faculty to coordinate with AHI through its Liaison the learning assignment to be assumed by each student participating in the Program, and to furnish to AHI in writing the name of such faculty member.

IV. ADDITIONAL SERVICES

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

Dental Clinic
Office of the Medical Director
Laboratory Services
Speech Therapy
Dietary Services
Medical Records Consulting
Recreational Activities
Pharmaceutical Consulting
Utilization Review

Such services shall be governed by agreement executed prior to the provision of such services.

Executed by University and AHI in duplicate copies, each of which shall be deemed original

THE UNIVERSITY OF TEXAS
SYSTEM ON BEHALF OF
THE UNIVERSITY OF TEXAS
HEALTH SCIENCE CENTER
AT HOUSTON

AMERICAN HOMES
INTERNATIONAL, INC.

Recommended for Approval

by Roger J. Bulger

Roger J. Bulger, M.D.

President

by W. Jay Arnold M.D.

2467

Content Approved:

1-

Office of the Chancellor

The University of Texas System

Form Approved:

W.D. Smith →

General Counsel

The University of Texas System

CONTENT APPROVED:

Don Hays
Chairman, Board of Regents
The University of Texas System 7

ATTEST:

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

- 4. U. T. Cancer Center: Approval of Affiliation Agreement with Gulf Coast Medical Center, Wharton, Texas.--The Board approved the affiliation agreement set out on Pages 90 - 92 by and between the U. T. Board of Regents, for and on behalf of The University of Texas System Cancer Center, and the Gulf Coast Medical Center, Wharton, Texas.

This agreement, executed by the appropriate officials of the institution and facility to become effective upon approval by the U. T. Board of Regents, establishes a framework for the U. T. Cancer Center and the Gulf Coast Medical Center to develop programs in cancer prevention, treatment, education and research which will be mutually beneficial.

AGREEMENT

THE STATE OF TEXAS

COUNTY OF HARRIS

This AGREEMENT made and entered into this 11th day of April, 1985 by and between the BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM, a State agency duly authorized to execute this contract, for and primarily in behalf of The University of Texas System Cancer Center in Houston, hereinafter sometimes called "Cancer Center", and the GulfCoast Medical Center, Wharton, Texas, hereinafter sometimes called Hospital.

WITNESSETH:

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

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

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

1. EXTENT OF AFFILIATION

The purpose of this agreement is to establish a broad framework of policy to facilitate cooperation between Cancer Center and Hospital. It is agreed that the initiative for establishing definitive relationships will be vested in the respective department heads of the departments within Cancer Center and Hospital. It is further understood that individual departments of Cancer Center may or may not establish affiliations with Hospital, depending upon their needs and circumstances and subject to appropriate action by the respective administrative and governing bodies.

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

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

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

3. PROVISION FOR HOSPITAL STAFF APPOINTMENTS
TO CANCER CENTER FACULTY

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

4. JOINT SPONSORSHIP OF EDUCATIONAL AND RESEARCH ACTIVITIES

Hospital will provide educational and research facilities for physicians who are geographically full-time in its facilities. Educational and research projects at the Hospital may be jointly sponsored by Cancer Center. In such cases there will be prior agreement as to the extent of the responsibility of each institution in the administration of educational and research funds, provision of staff and facilities and ownership of equipment purchased with educational and research funds.

5. PROVISION FOR REVIEW OF RELATIONSHIP

Both parties agree that a productive and harmonious relationship between the two institutions depends upon maintaining effective channels of communication. The parties anticipate that routine matters will be handled and decided mutually through continuous contacts at the departmental level. At least

annually, and more frequently if necessary, a group representing each institution shall review and discuss over-all relationships and policies and other matters of common concern.

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

6. TERM OF AGREEMENT, MODIFICATION, TERMINATION

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

EXECUTED this the 11th day of April, 1985.

ATTEST: THE UNIVERSITY OF TEXAS SYSTEM
CANCER CENTER
BY: Charles A. Maistre
President
(Title)

ATTEST: BOARD OF TRUSTEES OF GULF COAST
MEDICAL CENTER
BY: L. Gene Martin
Secretary
ADMINISTRATOR/SECRETARY, B.O.T.
(Title)

FORM APPROVED:
W.D. Huddy
General Counsel of the System

CONTENT APPROVED:
H. A.
Office of the Chancellor

CERTIFICATE OF APPROVAL

I hereby certify that the foregoing Agreement was approved by the Board of Regents of The University of Texas System on the 11th day of April, 1985.

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

5. U. T. Cancer Center: Permission for Mr. James G. Easter, Jr. to Serve as (a) Secretary to the Harris County Mental Health Mental Retardation Agency Public Responsibility Committee; (b) a Member of the Houston-Galveston Area Council Health Planning Advisory Committee; and (c) a Member of the Texas Statewide Health Coordinating Council [Regents' Rules and Regulations, Part One, Chapter III, Section 13, Subsections 13.(10) and 13.(11)].--Permission was granted for Mr. James G. Easter, Jr., Director of Facilities Planning at The University of Texas System Cancer Center, to serve as (a) Secretary to the Harris County Mental Health Retardation Agency Public Responsibility Committee; (b) a member of the Houston-Galveston Area Council Health Planning Advisory Committee; and (c) a member of the Texas Statewide Health Coordinating Council.

Mr. Easter's appointment to these positions is of benefit to the State of Texas, creates no conflict with his regular duties, and is in accordance with approval requirements for positions of honor, trust, or profit provided in Article 6252-9a of Vernon's Texas Civil Statutes, and Part One, Chapter III, Section 13, Subsections 13.(10) and 13.(11) of the Regents' Rules and Regulations.

It was noted that Mr. Easter will receive no remuneration for his service in these positions other than reimbursement for travel expenses.

6. U. T. Health Center - Tyler: Approval of Nominees to Development Board.--Four nominees for membership on the Development Board at The University of Texas Health Center at Tyler were approved for terms expiring in 1987.

The names of the nominees will be reported for the record after they have been contacted and acceptances have been received.

REPORT AND RECOMMENDATIONS OF THE BUILDINGS AND GROUNDS COMMITTEE (Pages 94 - 112).--Committee Chairman Rhodes reported that the Buildings and Grounds Committee had met in open session to consider those matters on its agenda and to formulate recommendations for the U. T. Board of Regents. Unless otherwise indicated, the 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. Austin - Jester Center - Food Service Facilities Improvements: Report of Receipt of Bids; Authorization to Increase Total Project Cost and to Resubmit to the Coordinating Board; Subject to Coordinating Board Approval, Award of Construction Contract to J. A. Jones Construction Company, Dallas, Texas; and Additional Appropriation Therefor.--It was reported that bids were received and opened on March 14, 1985, for the Jester Center Food Service Facilities Improvements at The University of Texas at Austin. Ten general contractors took plans and specifications from the Project Architect prior to the bid opening and seven of these contractors withdrew after examination of the bid documents because of the project complexity and schedule. The bids received indicated that the previous construction cost estimate of \$3,370,000 was erroneous, and examination of the bids indicated that the low bid was a fair price for the scope of work and schedule prescribed for this project.

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

- a. Authorized an increase of the total project cost of Jester Center Food Service Facilities Improvements at U. T. Austin in the amount of \$1,533,161 resulting in a revised total project cost of \$5,533,161
- b. Authorized resubmission of the project to the Coordinating Board, Texas College and University System for its approval
- c. Subject to approval of the Coordinating Board, awarded a construction contract to J. A. Jones Construction Company, Dallas, Texas, in the amount of \$4,767,700 for Base Bid No. 2

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

- d. Appropriated an additional \$1,533,161 to the project from Housing and Food Service Reserves

2. U. T. Austin - Engineering Teaching Center II (Project No. 102-171): Approval to Increase Total Project Cost and Appropriation Therefor.--At the time the Engineering Teaching Center II at The University of Texas at Austin was accepted for beneficial occupancy, it was planned that some miscellaneous completion work would be needed to make the building fully functional to meet the requirements of new faculty members and changed programmatic requirements which occurred over the period from design to construction

completion. The basic design of the building provides the flexibility needed to make these changes at a reasonable cost.

The Board concurred in the recommendation of the Buildings and Grounds Committee and:

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

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

3. U. T. Austin - Petroleum Engineering Building - Renovation: Authorization for Project; Appointment of Graeber, Simmons & Cowan, Austin, Texas, Project Architect to Prepare Preliminary Plans and Cost Estimate; and Appropriation Therefor.--Upon recommendation of the Academic Affairs and Buildings and Grounds Committees, the Board:

- a. Authorized a project for the renovation of the Petroleum Engineering Building at The University of Texas at Austin at an estimated total project cost of \$3,000,000
- b. Appointed the firm of Graeber, Simmons & Cowan, Austin, Texas, Project Architect to prepare preliminary plans and a detailed cost estimate to be presented to the U. T. Board of Regents at a future meeting
- c. Appropriated \$85,000 from Interest on Proceeds of Permanent University Fund Bonds for fees and related expenses through the preparation of preliminary plans

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

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

4. U. T. Austin - Residence Halls - Emergency Lighting System: Authorization for Project; Appointment of Triad Engineering, Austin, Texas, Project Engineer to Prepare Preliminary Plans and Cost Estimates; Authorization for Management of Project Through Office of Vice President for Business Affairs; and Appropriation Therefor.--Upon recommendation of the Academic Affairs and Buildings and Grounds Committees, the Board:
- a. Authorized a project for Emergency Lighting of Residence Halls at The University of Texas at Austin at an estimated total project cost of \$1,812,000
 - b. Appointed the firm of Triad Engineering, Austin, Texas, Project Engineer to prepare preliminary plans and cost estimates for consideration at a future meeting
 - c. Authorized management of the project through the U. T. Austin Office of the Vice President for Business Affairs in consultation with the Office of Facilities Planning and Construction
 - d. Appropriated \$35,000 from the Housing and Food Service Reserves Account for fees and administrative expenses through completion of preliminary plans

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

5. U. T. Austin - Balcones Research Center: Authorization to Grant an Easement Involving 0.29 Acres to the City of Austin, Travis County, Texas, for a Street Right-of-Way.--It was reported that the City of Austin and several property owners south of The University of Texas at Austin Balcones Research Center West Tract had requested that the University grant a street easement and right-of-way involving 0.29 acres adjacent to the MOPAC Boulevard right-of-way to the City.

In order to enable the City to build a road from the intersection of U. S. Highway 183 and Loop 360 to the future northern extension of MOPAC Boulevard, the Board granted an easement (Pages 97 - 103) involving 0.29 acres of the Balcones Research Center at U. T. Austin to the City of Austin, Travis County, Texas, for a street right-of-way.

The joint venture partner of area property owners offered to build the future roadway at no expense to the University if the University agreed to donate the easement.

STREET EASEMENT AND RIGHT-OF-WAY

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

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

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

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

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

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

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

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

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

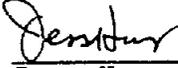
IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on this the 11th day of April, A.D., 1985.

ATTEST:



Arthur H. Dilly
Executive Secretary

BOARD OF REGENTS OF THE
UNIVERSITY OF TEXAS SYSTEM

By: 

Jess Hay
Chairman

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

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

Linward Shivers
Linward Shivers
University Attorney

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 11th
day of April, 1985, by Jess Hay, Chairman of the
Board of Regents of The University of Texas system on behalf
of said Board.

Margaret Glover
Notary Public in and for
The State of Texas

Margaret Glover

(Stamped or printed name of
Notary)

My Commission expires:

10-31-88

FIELD NOTES
STREET DEDICATION OUT OF U.T. TRACT

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

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

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

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

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

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

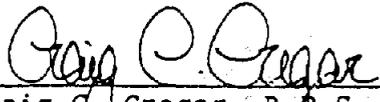
THENCE, along said curve to the left an arc distance of 31.42 feet, having a radius of 20.00 feet and a chord which bears N 57°39'05" E a distance of 28.28 feet to an iron pin set in the proposed west right-of-way line of Loop 1 (Mopac Boulevard) for the northeast corner of this tract;

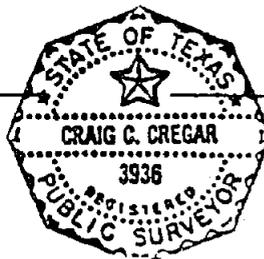
THENCE, with the proposed west right-of-way line of Loop 1 (Mopac Boulevard), the following courses:

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

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

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


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



3/22/84
Date

84-033

EXHIBIT "A"

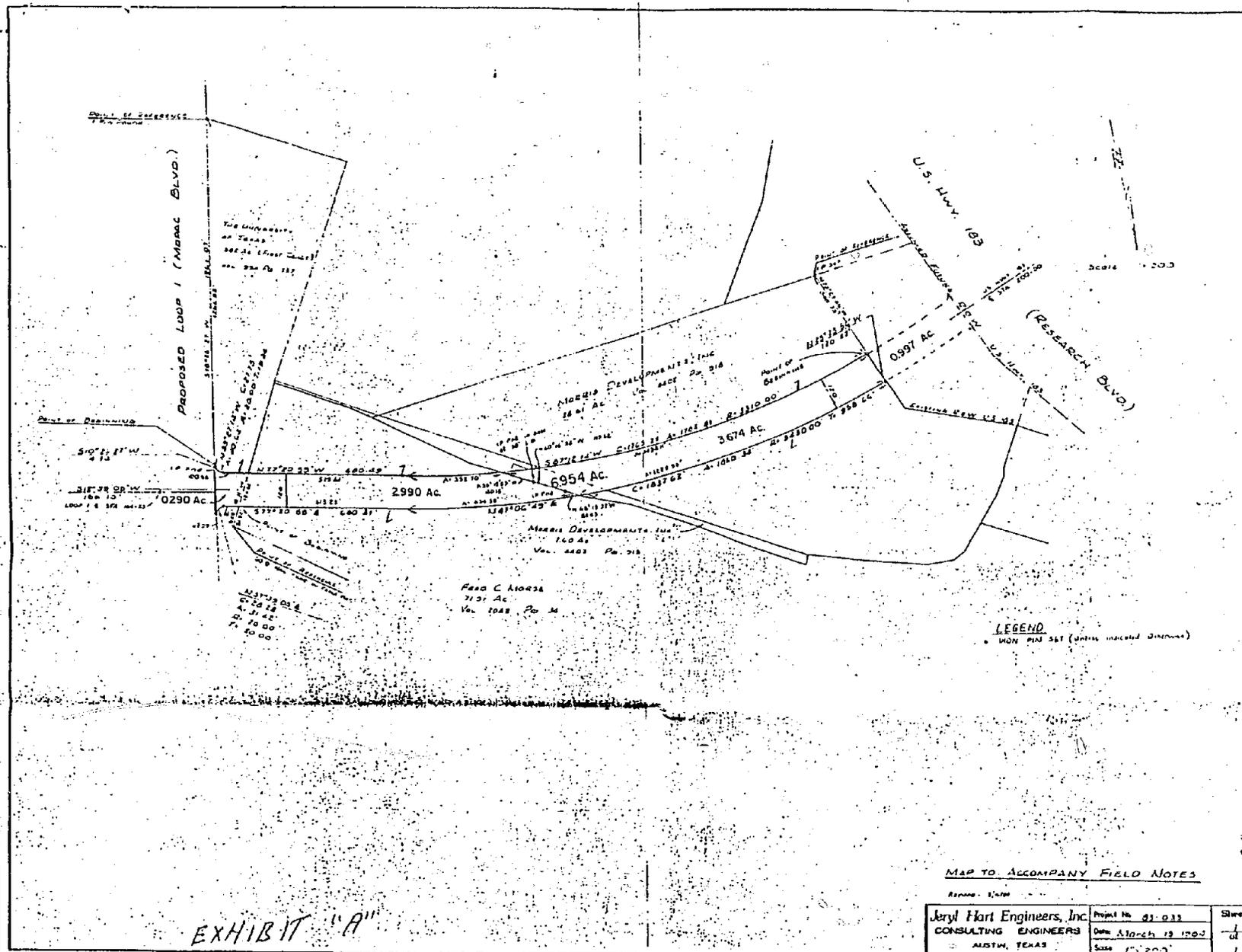
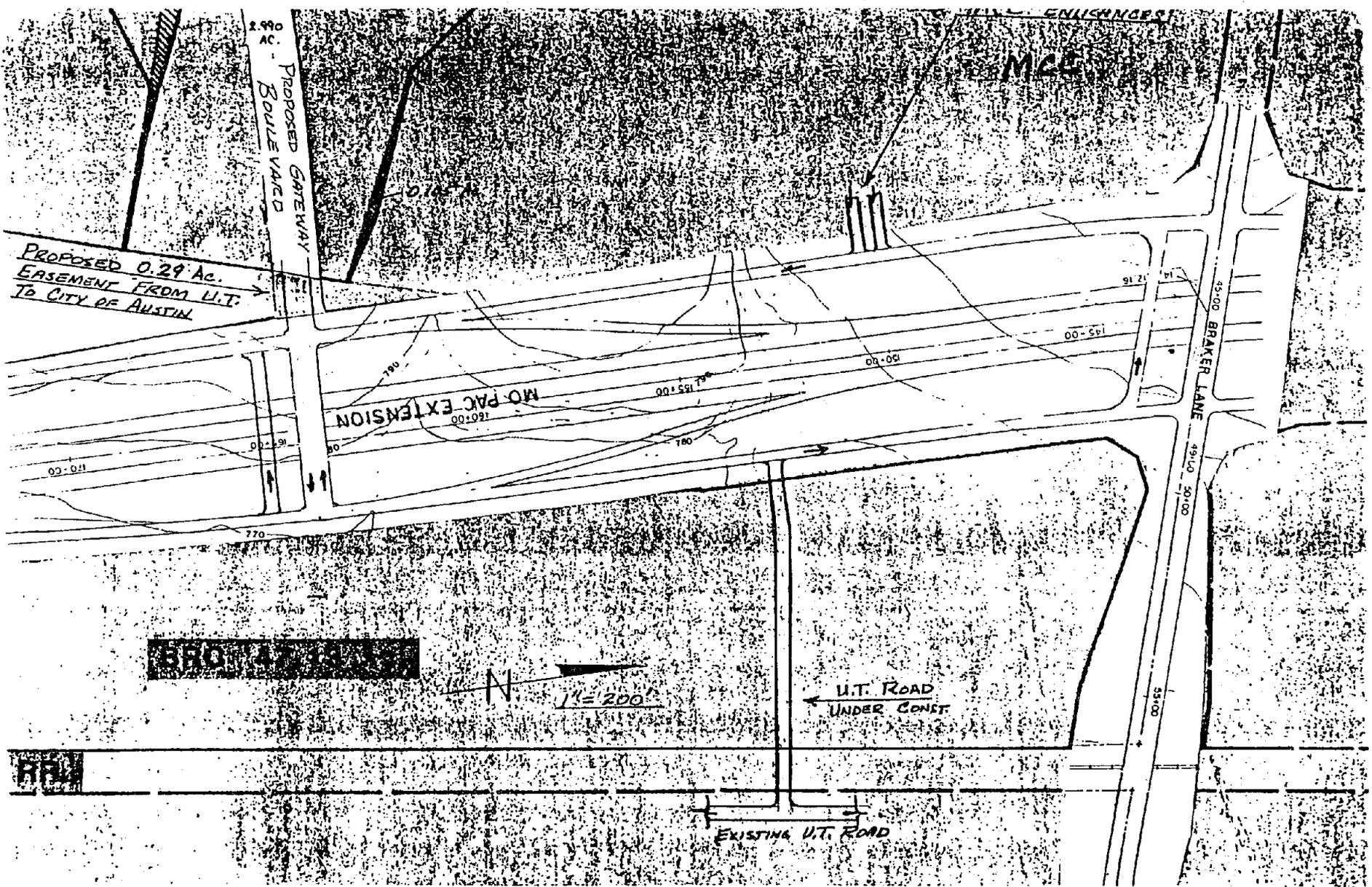


EXHIBIT "A"

FINAT 3RD 2/28/60



6. U. T. El Paso: Approval to Acquire Property from the Hotel Dieu Hospital, El Paso, Texas, for Use as Unimproved Parking by College of Nursing and Allied Health and Authorization to Seek Coordinating Board Approval to Purchase Same.--In order to provide off-street parking for students enrolled in the College of Nursing and Allied Health at The University of Texas at El Paso, and upon recommendation of the Finance and Audit, Academic Affairs and Buildings and Grounds Committees, the Board authorized acquisition of property consisting of eight parcels comprising thirteen lots from the Hotel Dieu Hospital, El Paso, Texas, for \$150,000.

Further, authorization was given to seek approval from the Coordinating Board, Texas College and University System for this purchase.

7. U. T. El Paso: Authorization to Waive Underground Easement Policy and to Grant Easement to El Paso Electric Company, El Paso, Texas, for Electric Transmission Line.--Upon recommendation of the Buildings and Grounds Committee, the Board waived the underground easement policy and granted an easement (Pages 104 - 108) ten feet wide and approximately 1,330 feet in length along the western border of the property owned by The University of Texas at El Paso known as Charlie Davis Park to El Paso Electric Company, El Paso, Texas.

It was noted that this easement will enable the El Paso Electric Company to remove the existing electrical distributing systems and consolidate them into one that will follow the property line and not interfere with future University use of the land. The terrain of the Charlie Davis Park area is solid rock and to require an underground installation would be extremely costly.

ELECTRIC EASEMENT

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

That the BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM (hereinafter referred to as "Grantor"), of Travis County, State of Texas, acting herein by and through its duly authorized officer, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) cash and other good and valuable consideration to Grantor (receipt and sufficiency of which are hereby acknowledged) in hand paid by the EL PASO ELECTRIC COMPANY, (hereinafter referred to as "Grantee"),

does by these presents GRANT and CONVEY unto Grantee, its successors and assigns, an easement and right-of-way for an electric distribution system over, across, and upon the following described lands in El Paso County, Texas, to-wit:

A portion of Hart Pre-Emption Survey Number 2, El Paso County, Texas, as described in the metes and bounds description and illustration contained in the attached Exhibit "A" and Exhibit "B" and made a part hereof.

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

It is agreed that all expenses in the construction and maintenance of said electrical distribution system shall be at the expense of Grantee, and if Grantee finds it needful to remove any improvements now on the above described property, such removal and replacing of same shall be wholly at the expense of Grantee.

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

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

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed, this the 16th day of April, A.D., 1985.

Attest:



Arthur H. Dilly
Executive Secretary

BOARD OF REGENTS OF THE
UNIVERSITY OF TEXAS SYSTEM

By: 

JOE E. BOYD, JR.
Special Counsel--Finance

EASEMENT DESCRIPTION

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

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

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

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

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

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

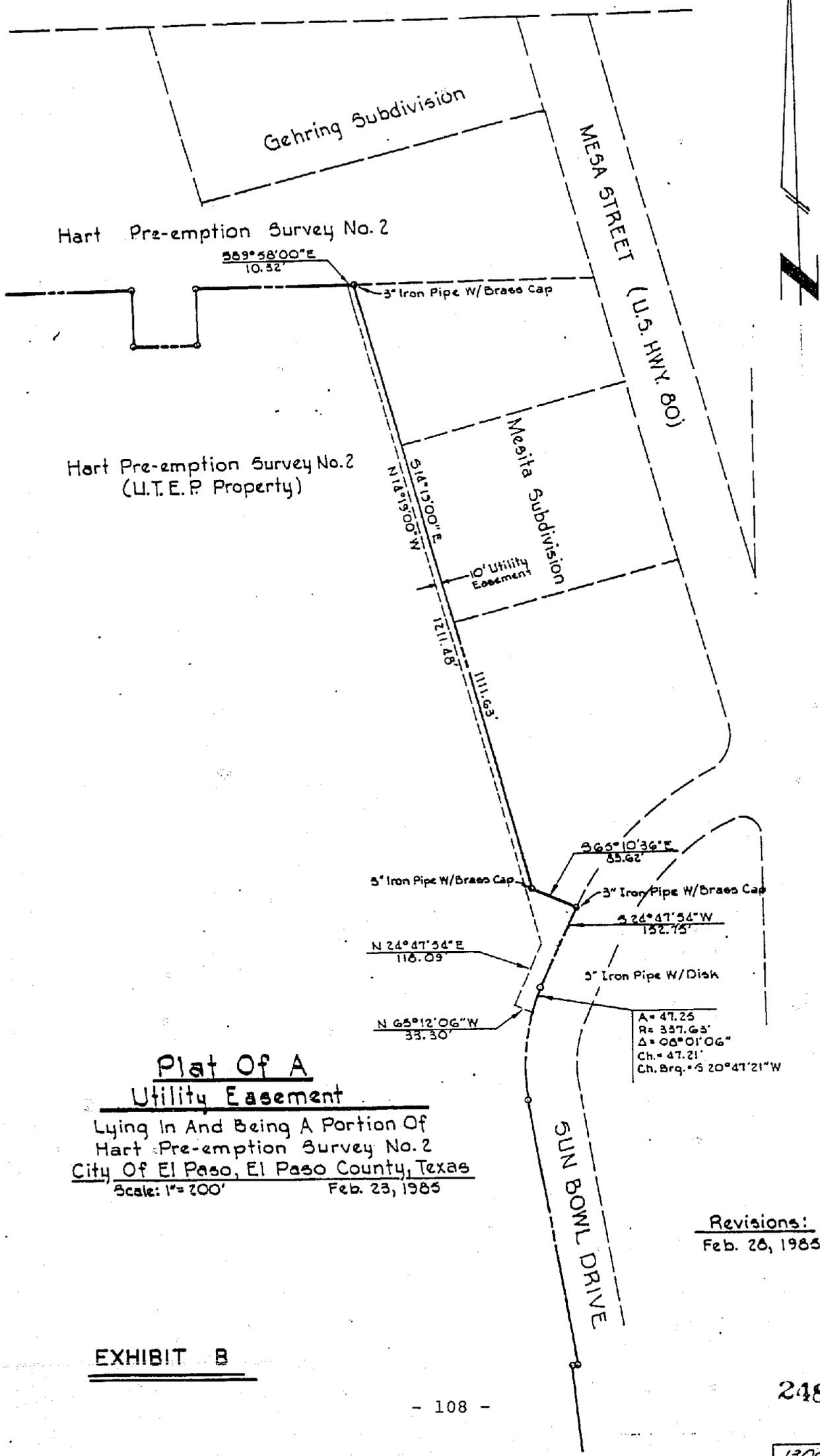
THENCE North $65^{\circ}12'06''$ West a distance of 33.30 feet to a point;

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

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

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

EXHIBIT "A"



Hart Pre-emption Survey No. 2

$\frac{369^{\circ}58'00''\text{E}}{10.32'}$

3" Iron Pipe W/ Brass Cap

Hart Pre-emption Survey No. 2
(U.T.E.P. Property)

$\frac{514^{\circ}50'00''\text{E}}{114.90'}$
 $\frac{514^{\circ}50'00''\text{E}}{114.90'}$

Mesa Subdivision
10' Utility Easement

$\frac{1211.72'}{111.63'}$

5" Iron Pipe W/ Brass Cap

$\frac{365^{\circ}10'36''\text{E}}{85.62'}$

3" Iron Pipe W/ Brass Cap

$\frac{N 24^{\circ}47'54''\text{E}}{116.09'}$

$\frac{S 24^{\circ}47'54''\text{W}}{152.75'}$

5" Iron Pipe W/ Disk

$\frac{N 65^{\circ}12'06''\text{W}}{33.30'}$

A = 47.25
R = 337.63'
 $\Delta = 06^{\circ}01'06''$
Ch. = 47.21'
Ch. Brq. = S 20°47'21"W

Plat Of A
Utility Easement
Lying In And Being A Portion Of
Hart Pre-emption Survey No. 2
City Of El Paso, El Paso County, Texas
Scale: 1" = 200' Feb. 23, 1985

Revisions:
Feb. 26, 1985

EXHIBIT B

8. U. T. Medical Branch - Galveston - Laundry Building Remodeling: Approval of Change in Funding.--On April 14, 1983, the U. T. Board of Regents authorized a remodeling project for the expansion of the Laundry Building at The University of Texas Medical Branch at Galveston and approved a total project cost of \$500,000 with funds authorized for expenditure from Medical Branch Unexpended Plant Funds - Project Allocation. Subsequent to this action, The Sealy & Smith Foundation for the John Sealy Hospital awarded a \$500,000 grant for the same purpose to the U. T. Medical Branch - Galveston.

Upon recommendation of the Buildings and Grounds Committee, the Board approved appropriation of \$500,000 from The Sealy & Smith Foundation grant for the purpose of funding the Laundry Building Remodeling project at the U. T. Medical Branch - Galveston in lieu of the previously designated Medical Branch Unexpended Plant Funds - Project Allocation.

9. U. T. Medical Branch - Galveston - Pharmacology Building - Completion of Departmental Space (Project No. 601-543): Authorization for Increase in Construction Contract and Total Project Cost, Authorization for Contract Change Order with Sirron Corporation, Houston, Texas, and Additional Appropriation Therefor.--Upon recommendation of the Finance and Audit and Buildings and Grounds Committees, the Board:

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

10. U. T. Medical Branch - Galveston - Remodeling of John Sealy Hospital (Old Building) - Remodeling of McCullough Building Fourth and Sixth Floors for the Departments of Internal Medicine and Surgery (Project No. 601-577): Approval of Scope Increase to Include Portion of Fifth Floor, Revised Project Cost, and Additional Appropriation Therefor.--Since the final plans for the remodeling of the fourth and sixth floors of the McCullough Building at The University of Texas Medical Branch at Galveston revealed that this

remodeling would have a major disruptive impact on the Clinical Laboratory, which is located on the fifth floor and is the next area of the hospital scheduled for renovation, the Board:

- a. Approved an increase in the remodeling of the fourth and sixth floors of the McCullough Building at the U. T. Medical Branch - Galveston, John Sealy Hospital (Old Building), to include 22,530 square feet on the fifth floor
- b. Approved an increase in the estimated total project cost from \$4,800,000 to \$6,700,000
- c. Appropriated \$1,900,000 for the purpose of funding the additional costs of the expanded project from the grant awarded by The Sealy & Smith Foundation for the John Sealy Hospital

This revised plan will be more economical and less disruptive to patient care activities than would the alternative of having the fifth floor remodeling done separately.

11. U. T. Cancer Center - New Research Building (Project No. 703-460): Approval to Change Name to Basic Research Building and Approval of Plaque Inscription.--The Buildings and Grounds Committee recommended and the Board:

- a. Approved the name "Basic Research Building" for the New Research Building at The University of Texas System Cancer Center
- b. Approved the inscription set out below for a plaque to be placed on the building. The inscription follows the standard pattern approved by the U. T. Board of Regents on June 1, 1979.

BASIC RESEARCH BUILDING

1982

BOARD OF REGENTS

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

E. D. Walker
Chancellor, The University
of Texas System
Charles A. LeMaistre, M.D.
President, The University
of Texas System Cancer Center

Golemon & Rolfe Associates, Inc.
Project Architect
Starstone Construction Company
Contractor

It is anticipated that construction of this facility will be completed in mid-summer 1985.

12. U. T. Cancer Center - Rotary International House (Project No. 703-534): Approval of Preliminary Plans and Cost Estimate.--Mr. Harry Golemon, Mr. Oza Bouschard and Mr. Allan Rice, representing the Project Architect Golemon & Rolfe Associates, Inc., Houston, Texas, presented the preliminary plans for the Rotary International House at The University of Texas System Cancer Center to the Buildings and Grounds Committee.

Based upon this presentation, the Board approved the preliminary plans and cost estimate for the Rotary International House at the U. T. Cancer Center at an estimated total project cost of \$26,577,000.

With this approval, the U. T. Cancer Center will continue to work with the Rotary International House in raising the \$10 million in donated capital as authorized by the U. T. Board of Regents. When the donated capital has been raised, authorization will be requested from the U. T. Board of Regents for the sale of revenue bonds to complete the funding of this project and to proceed with the development of final plans and specifications.

The Rotary International House will be located south of M. D. Anderson Hospital and across Holcombe Boulevard on a 3.7 acre tract of land adjacent to the Anderson Mayfair.

The fifteen-story facility will contain 306 guest rooms, a 200 seat multi-purpose restaurant with kitchen, four meeting rooms each with the capacity to seat fifty, offices, and administrative and functional support areas. There will be surface parking near the main entrance and a four-story garage structure, accommodating approximately 475 cars with the capability of future expansion.

13. U. T. Cancer Center - The R. E. "Bob" Smith Research Building - Reroofing: Authorization for Project; Submission to Coordinating Board; Preparation of Final Plans; Advertisement for Bids; Award of Contract by U. T. Cancer Center Administration; and Appropriation Therefor.--In order to prevent extensive damage to expensive research equipment and to the well-being of research animals, the Board, upon recommendation of the Finance and Audit and Buildings and Grounds Committees:

- a. Authorized a project for the reroofing of the R. E. "Bob" Smith Research Building at The University of Texas System Cancer Center at an estimated project cost of \$408,000
- b. Authorized submission of the project to the Coordinating Board, Texas College and University System
- c. Authorized the preparation of final plans and specifications by the U. T. Cancer Center Administration with its own forces or through contract services, in consultation with the Office of Facilities Planning and Construction

- d. Subject to approval of the Coordinating Board, authorized the Office of Facilities Planning and Construction to advertise for bids following completion of final review
- e. Authorized the U. T. Cancer Center Administration to award a construction contract within the authorized project cost
- f. Appropriated \$408,000 from Unexpended Plant Funds Unappropriated Balances Account for total project funding

This replacement will involve disconnecting and reinstalling mechanical equipment, repairing or replacing flashing and drains, and installing three-ply high performance built-up membrane over new insulation.

14. U. T. Health Center - Tyler - Biomedical Research Building (Project No. 801-583): Approval of Final Plans, and Authorization to Advertise for Bids Upon Completion of Final Review and for Executive Committee to Award Contract.--The Board, upon recommendation of the Buildings and Grounds Committee:

- a. Approved the final plans and specifications for the Biomedical Research Building at The University of Texas Health Center at Tyler at an estimated total project cost of \$8,990,275
- b. Authorized the Office of Facilities Planning and Construction to advertise for bids upon completion of final review
- c. Authorized the Executive Committee to award all contracts associated with this project within the project cost

REPORT AND RECOMMENDATIONS OF THE LAND AND INVESTMENT COMMITTEE (Pages 113 - 127).--Committee Chairman Milburn reported that the Land and Investment Committee had met in open session 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:

4 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, and the Executive Vice Chancellor for Asset Management are each authorized to execute conveyances, deeds, surface and/or mineral leases, easements, rights-of-way, oil and gas division orders, and transfer orders, geo-physical 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

A. INVESTMENT MATTERS

Report on Clearance of Monies to Permanent University Fund for January and February 1985, and Report on Oil and Gas Development as of February 28, 1985.---The following reports with respect to (a) certain monies cleared to the Permanent University Fund for January and February 1985, and (b) Oil and Gas Development as of February 28, 1985, were submitted by the Executive Director for Investments and Trusts:

<u>Permanent University Fund</u>	<u>January, 1985</u>	<u>February, 1985</u>	<u>Cumulative Through February of This Fiscal Year (1984-1985)</u>	<u>Cumulative Through February of Preceding Fiscal Year (1983-1984)</u>	<u>Per Cent Change</u>
<u>Royalty</u>					
Oil	\$ 7,673,313.15	\$ 8,272,681.75	\$51,713,228.18	\$ 54,059,806.37	(4.34%)
Gas	2,546,858.14	2,911,132.77	15,371,622.23	19,624,610.44	(21.67%)
Sulphur	56,096.69	88,968.47	227,972.92	50,000.00	
Water	11,474.19	8,953.24	170,935.99	239,314.58	
Brine	7,559.49	8,023.82	47,454.52	109,004.19	
Trace Minerals	-0-	8,000.00	8,000.00	-0-	
<u>Rental</u>					
Oil and Gas Leases	578,142.82	747,909.91	1,646,542.28	1,328,282.07	
Other	697.96	8,143.67	9,573.59	1,597.96	
Sale of Sand, Gravel, Etc.	7,386.75	1,650.00	16,708.00	6,724.75	
Gain or (Loss) on Sale of Securities	6,157,732.96	1,876,868.66	11,864,555.68	23,929,753.05	
Sub-Total	17,039,262.15	13,932,332.29	81,076,593.39	99,349,093.41	(18.39%)
<u>Bonuses</u>					
Oil and Gas Lease Sales	-0-	-0-	-0-	7,006,200.00	
Amendments and Extensions to Mineral Leases	6,625.71	(1,200.00)	227,270.46	215,427.19	
Total Bonuses	6,625.71	(1,200.00)	227,270.46	7,221,627.19	
<u>TOTAL CLEARANCES</u>	<u>\$17,045,887.86</u>	<u>\$13,931,132.29</u>	<u>\$81,303,863.85</u>	<u>\$106,570,720.60</u>	(23.71%)

Oil and Gas Development - February 28, 1985
Acreage Under Lease - 852,254

Number of Producing Acres - 557,358

Number of Producing Leases - 2,246

B. LAND MATTERS

Permanent University Fund - University Lands: Approval of Changes in Rate and Damage Schedules Effective April 15, 1985.--
Due to a sudden increase in rates charged for large pipeline easements in the West Texas area where Permanent University Fund Lands are located, the Board approved the following changes in the Rate and Damage Schedules for University Lands effective April 15, 1985:

<u>Pipelines</u>	<u>Easements - New Construction/Rod</u>	<u>Damages/Rod</u>
a. Lines under 12"	\$4.50	\$4.00
b. Lines 12" & under 24"	9.50	6.00
c. Lines 24" & over	negotiated	negotiated

The establishment of these rates gives the University the flexibility to set pricing for its ten-year easement at more current levels and thereby obtain additional revenue.

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

II. TRUST AND SPECIAL FUNDS

A. GIFTS, BEQUESTS AND ESTATES

1. U. T. Arlington: Acceptance of Gift from Coy E. Garrett & Associates, Arlington, Texas, and Establishment of the Coy Garrett Intercollegiate Athletics Endowment.--Upon recommendation of the Land and Investment Committee, the Board accepted a \$15,000 gift from Coy E. Garrett & Associates, Arlington, Texas, and established the Coy Garrett Intercollegiate Athletics Endowment at The University of Texas at Arlington.

Income earned from the endowment will be used to grant scholarships to qualified athletes selected by the U. T. Arlington Athletic Department.

2. U. T. Austin: Elsie and Stanley E. (Skinny) Adams, Sr. Centennial Fellowship in Liberal Arts in the College of Liberal Arts - Acceptance of Transfers of Funds and Redesignation as the Elsie and Stanley E. (Skinny) Adams, Sr. Centennial Professorship in Liberal Arts.--The Board, upon recommendation of the Land and Investment Committee, accepted transfers of funds from the income accounts of the Elsie and Stanley E. (Skinny) Adams, Sr. Centennial Fellowship in Liberal Arts in the amount of \$9,000 and the Lamar Savings Association Centennial Professorship in Finance in the amount of \$1,000, for a total of \$10,000, for addition to the Stanley E. (Skinny) Adams, Sr. Centennial Fellowship in Liberal Arts in the College of Liberal Arts at The University of Texas at Austin for a total endowment of \$100,000.

Further, the Board redesignated the Elsie and Stanley E. (Skinny) Adams, Sr. Centennial Fellowship in Liberal Arts as the Elsie and Stanley E. (Skinny) Adams, Sr. Centennial Professorship in Liberal Arts.

3. U. T. Austin: Acceptance of Bequest from the Estate of Mr. John P. Commons, Los Angeles, California, and Gifts and Pledges from Various Donors and Establishment of the John P. Commons Teaching Fellowship in the Graduate School of Library and Information Science and Establishment of the GSLIS Alumni Teaching Fellowship in the Graduate School of Library and Information Science with Matching Funds Under The Regents' Endowed Teachers and Scholars Program.--The Board accepted a \$30,000 bequest from the Estate of Mr. John P. Commons, Los Angeles, California, and \$16,638.25 in gifts, and \$18,976.75 in pledges, due prior to August 31, 1987, from various donors for a total of \$65,615 and established the John P. Commons Teaching Fellowship in the Graduate School of Library and Information Science at The University of Texas at Austin.

Further, the bequest, gifts, and pledges, as received, will be matched under The Regents' Endowed Teachers and Scholars Program and will be used to establish the GSLIS Alumni Teaching Fellowship in the Graduate School of Library and Information Science.

4. U. T. Austin: Establishment of the A. Dalton Cross Professorship at Law in the School of Law.--At the request of the Law School Foundation (an external foundation), the A. Dalton Cross Professorship at Law 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 professorship (\$225,000) will be held by the Law School Foundation and administered per the agreement between the Foundation and the U. T. Board of Regents.

5. U. T. Austin: Acceptance of Pledge from Chamberlain, Hrdlicka, White, Johnson & Williams, Houston, Texas, and Gifts and Pledges from Various Donors and Establishment of the Parker C. Fielder Regents Professorship in Tax Law in the School of Law and Establishment of the Parker C. Fielder Regents Professorship in Music in the College of Fine Arts with Matching Funds Under The Regents' Endowed Teachers and Scholars Program.--Upon recommendation of the Land and Investment Committee, the Board accepted a \$100,000 pledge, due prior to August 31, 1987, from Chamberlain, Hrdlicka, White, Johnson & Williams of Houston, Texas, and \$11,720 in gifts and \$5,250 in pledges, due prior to August 31, 1987, from various donors for a total of \$116,970 and established the Parker C. Fielder Regents Professorship in Tax Law in the School of Law at The University of Texas at Austin.

Further, the gifts and pledges, as received, will be matched under The Regents' Endowed Teachers and Scholars Program and will be used to establish the Parker C. Fielder Regents Professorship in Music in the College of Fine Arts.

6. U. T. Austin: Acceptance of Gifts for Addition to the Earnest F. Gloyna Regents Chair in Engineering in the College of Engineering and Establishment of a Lectureship in Art in the College of Fine Arts with Matching Funds Under The Regents' Endowed Teachers and Scholars Program.--The Board, upon recommendation of the Land and Investment Committee, accepted \$27,333 in gifts from various donors for addition to the Earnest F. Gloyna Regents Chair in Engineering in the College of Engineering at The University of Texas at Austin.

Further, these gifts will be matched under The Regents' Endowed Teachers and Scholars Program and will be used to establish a Lectureship in Art in the College of Fine Arts which will be more specifically designated at a later date.

7. U. T. Austin: Acceptance of Gifts and Pledges from Mrs. Pat Hartfelder Haberman, Austin, Texas, Mr. John Thompson, Dallas, Texas, on Behalf of The Southland Corporation, and Mr. Richard Haberman, Austin, Texas, and Establishment of the H. E. Hartfelder/The Southland Corporation Regents Chair for Effective Business Leadership in the College of Business Administration and the Graduate School of Business and Establishment of the H. E. Hartfelder/The Southland Corporation Regents Chair in Human Resource Development Leadership in the College of Education with Matching Funds Under The Regents' Endowed Teachers and Scholars Program.--The Board accepted gifts and pledges as set forth below:

<u>Donor</u>	<u>Gift</u>	<u>Pledge</u>
Mrs. Pat Hartfelder Haberman, Austin, Texas	\$50,000	\$ 50,000
Mr. John Thompson, Dallas, Texas, on behalf of The Southland Corporation	50,000	50,000
Mr. Richard Haberman, Austin, Texas, Co-Chairman of Fund Raising Committee		300,000

for a total of \$500,000 and established the H. E. Hartfelder/The Southland Corporation Regents Chair for Effective Business Leadership in the College of Business Administration and the Graduate School of Business at The University of Texas at Austin. The pledges are due prior to August 31, 1987.

The gifts and pledges, as received, will be matched under The Regents' Endowed Teachers and Scholars Program and will be used to establish the H. E. Hartfelder/The Southland Corporation Regents Chair in Human Resource Development Leadership in the College of Education.

8. U. T. Austin: Establishment of the Thad T. Hutcheson Professorship in Law in the School of Law.--At the request of the Law School Foundation (an external foundation), the Thad T. Hutcheson Professorship in Law 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 professorship (\$100,000) will be held by the Law School Foundation and administered per the agreement between the Foundation and the U. T. Board of Regents.

9. U. T. Austin: Acceptance of Gifts from Mr. and Mrs. Fred L. Oliver, Dallas, Texas, and Establishment of the Fred L. and Frances J. Oliver Lectureship in Texas Hydrology and Water Resources in the College of Natural Sciences and Eligibility for Matching Funds Under The Regents' Endowed Teachers and Scholars Program.--Upon recommendation of the Land and Investment Committee, the Board accepted gifts totaling \$25,000 from Mr. and Mrs. Fred L. Oliver, Dallas, Texas, and established the Fred L. and Frances J. Oliver Lectureship in Texas Hydrology and Water Resources in the Department of Geological Sciences, College of Natural Sciences, The University of Texas at Austin.

These gifts will be matched under The Regents' Endowed Teachers and Scholars Program, and a designation for use of the matching allocation will be made at a later date.

10. U. T. Austin: Establishment of the Will E. Orgain Lectureship Fund in the School of Law (No Publicity).--At the request of the Law School Foundation (an external foundation), the Board established the Will E. Orgain Lectureship Fund in the School of Law at The University of Texas at Austin in accordance with the Regents' Rules and Regulations. The funding for this lectureship (\$46,154.26) will be held by the Law School Foundation and administered per the agreement between the Foundation and the U. T. Board of Regents.

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

11. U. T. Austin: The Pharmaceutical Foundation Regents Professorship in Pharmacy in the College of Pharmacy - Redesignated as the Jacques P. Servier Regents Professorship in Pharmacy.--Approval was given to redesignate The Pharmaceutical Foundation Regents Professorship in Pharmacy in the College of Pharmacy at The University of Texas at Austin as the Jacques P. Servier Regents Professorship in Pharmacy.

This redesignation was requested by the Pharmaceutical Foundation Advisory Council.

12. U. T. Austin: Acceptance of Bequest from the Estate of Louis T. Yule, Georgetown, Texas, and Transfer of Gifts and Establishment of the Louis T. Yule Fellowship in Engineering and the Banks McLaurin Fellowship in Engineering in the College of Engineering and Eligibility for Matching Funds Under The Regents' Endowed Teachers and Scholars Program.--Upon recommendation of the Land and Investment Committee, the Board accepted a bequest of \$70,107.25 from the Estate of Louis T. Yule, Georgetown, Texas, and a \$29,892.75 transfer of previously reported gifts for a total of \$100,000 and established the Louis T. Yule Fellowship in Engineering and the Banks McLaurin Fellowship in Engineering in the College of Engineering at The University of Texas at Austin with \$50,000 each.

The bequest and transfer will be matched under The Regents' Endowed Teachers and Scholars Program, and a designation for use of the matching allocation will be made at a later date.

13. U. T. Austin: Allocation of Additional Matching Funds Under The Regents' Endowed Teachers and Scholars Program for Previously Established Endowed Academic Positions.--
The Land and Investment Committee recommended and the Board allocated matching funds totaling \$150,506 from The Regents' Endowed Teachers and Scholars Program for additional gifts to the endowments of the following previously established endowed academic positions at The University of Texas at Austin:

<u>Eligible Position, Date of Establishment, and Donor</u>	<u>Matching Designation</u>	<u>Total Previously Approved</u>	<u>Additional Gifts/Pledges</u>
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College of Communication

DeWitt Carter Reddick Centennial Professor- ship in Journalism Education 6/10-11/82	DeWitt C. Reddick Cen- tennial Lec- tureship in Communication	\$136,889.00	\$ 3,275.00
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Donor: Various Donors

Lyndon B. Johnson School of Public Affairs

Stephen H. Spurr Centennial Fellowship 8/11-12/83	Added to Fellowship	62,970.00	525.00
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Donor: Various Donors

College of Liberal Arts

Dallas TACA Centennial Professorship in the Humanities 8/9-10/84	Centennial Professorship in Liberal Arts	100,000.00	53,400.00
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Donor: TACA, Inc.

Liz Sutherland Carpenter Distin- guished Visiting Lec- tureship in the Humanities and Sciences 8/11-12/83	Added to Lectureship	66,894.89	7,011.00
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Donor: Various Donors

College of Natural Sciences

Morgan J. Davis Cen- tennial Professorship in Petroleum Geology 4/7-8/82	Added to Professorship	152,647.39	24,000.00
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Donor: Various Donors

Dr. Joe Thorne Gilbert Centennial Lectureship in Health Professions 6/16-17/83	Added to Lectureship	35,535.00	100.00
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Donor: A. W. Harris

<u>Eligible Position, Date of Establishment, and Donor</u>	<u>Matching Designation</u>	<u>Total Previously Approved</u>	<u>Additional Gifts/Pledges</u>
William T. Stokes Cen- tennial Teaching Fel- lowship in Geological Sciences 8/12-13/82	Added to Fellowship	50,000.00	20,000.00

Donor: Mr. William T. Stokes

Samuel T. and Fern Yanagisawa Regents Professorship in Astronomy 8/9-10/84	Frank N. Edmonds, Jr. Regents Pro- fessorship in Astronomy	100,000.00	7,195.00
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Donor: Mr. Samuel T. Yanagisawa

College of Pharmacy

Henry M. Burlage Cen- tennial Endowed Professorship in Pharmacy 8/12-13/82	Added to Professorship	100,179.00	10,000.00
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Donor: Various Donors

The Hoechst-Roussel Centennial Endowed Professorship in Pharmacy 2/28-29/80	Added to Professorship	150,000.00	25,000.00
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Donor: Various Donors

The additional gifts to each endowment fund have been reported in the institutional docket or small gifts report.

14. U. T. Austin: Acceptance of Transfer of Gifts and Establishment of the Alamo City Endowed Scholarship for Pianists in the College of Fine Arts.--The Board accepted a transfer of previously reported gifts totaling \$10,061.48 from U. T. Austin restricted funds and established the Alamo City Endowed Scholarship for Pianists in the Department of Music, College of Fine Arts, The University of Texas at Austin.

Income earned from the endowment will be used to award an annual scholarship to a deserving student studying piano.

15. U. T. Austin: Mr. and Mrs. Fred T. Couper Gift - Acceptance of Additional Undivided 2% Interest in 1.75 Acres, John D. Taylor Survey, Abstract 72, City of Houston, Harris County, Texas, from Mr. and Mrs. Fred T. Couper, Houston, Texas (No Publicity).--The Board accepted an additional gift of an undivided 2% interest in 1.75 acres, John D. Taylor Survey, Abstract 72, City of Houston, Harris County, Texas, from Mr. and Mrs. Fred T. Couper, Houston, Texas, for the benefit of The University of Texas at Austin.

This additional gift, when added to the previously accepted 38% interest, will bring the total surface interest owned by the U. T. Board of Regents to 40%. A recommendation for specific use of this gift will be submitted to the U. T. Board of Regents for consideration at a later date.

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

16. U. T. Austin: Acceptance of Gifts and Pledges from Various Donors and Corporate Matching Funds from the Arthur Andersen & Co. Foundation, Chicago, Illinois, and Establishment of Four Thomas J. Dimiceli Endowed Presidential Scholarships in Accounting in the College of Business Administration and the Graduate School of Business.--Upon recommendation of the Land and Investment Committee, the Board accepted \$60,712.34 in gifts and \$57,632.66 in pledges for a total of \$118,345 from various donors and corporate matching funds from the Arthur Andersen & Co. Foundation, Chicago, Illinois, and established four Thomas J. Dimiceli Endowed Presidential Scholarships in Accounting with equal funding in the College of Business Administration and the Graduate School of Business at The University of Texas at Austin.

It was noted that if sufficient additional gifts and pledges are received to raise the total funding to \$125,000, a fifth scholarship will be established. These five scholarships will be funded with \$25,000 each.

Income earned from the endowment will be used to provide annual scholarships to upper-division students in the area of accounting with special interest in the field of taxation in the College of Business Administration and the Graduate School of Business.

17. U. T. Austin: Acceptance of Transfer of Gifts and Establishment of The University of Texas at Austin Retired Faculty-Staff Association Scholarship Fund.--The Board accepted a transfer of previously reported gifts totaling \$11,300 from U. T. Austin restricted funds and established The University of Texas at Austin Retired Faculty-Staff Association Scholarship Fund.

At the donors' request, earnings on this endowment will be used to award a scholarship to an undergraduate or graduate student in good standing.

18. U. T. Austin: Acceptance of Gift from Mr. Raymond D. Woods, Austin, Texas, and Corporate Matching Funds from the Exxon Education Foundation, Florham Park, New Jersey, and Establishment of the Dalies Frantz Endowed Scholarship Fund in the College of Fine Arts.--The Board, upon recommendation of the Land and Investment Committee, accepted a \$2,500 gift from Mr. Raymond D. Woods, Austin, Texas, and \$7,500 of corporate matching funds from the Exxon Education Foundation, Florham Park, New Jersey, for a total of \$10,000 and established the Dalies Frantz Endowed Scholarship Fund in the Department of Music, College of Fine Arts, The University of Texas at Austin.

19. U. T. Austin: Acceptance of Gift from the H. E. Butt Grocery Company, Corpus Christi, Texas, and Establishment of (a) the H. E. B. Grocery Company Endowed Presidential Scholarship in Food Distribution, (b) the H. E. B. Grocery Company Endowed Scholarship in Food Distribution, and (c) Seven H. E. B. Grocery Company Endowed Scholarships in Food Distribution, All in the College of Business Administration and the Graduate School of Business.--The Board accepted a \$110,000 gift from the H. E. Butt Grocery Company, Corpus Christi, Texas, and established the following scholarships in the College

of Business Administration and the Graduate School of Business at The University of Texas at Austin:

- a. H. E. B. Grocery Company Endowed Presidential Scholarship in Food Distribution with \$25,000
- b. H. E. B. Grocery Company Endowed Scholarship in Food Distribution with \$15,000
- c. Seven H. E. B. Grocery Company Endowed Scholarships in Food Distribution with \$10,000 each

20. U. T. Austin: Acceptance of Transfer of Gifts and Establishment of the H. L. Lochte Fellowship/Scholarship in the College of Natural Sciences.--Upon recommendation of the Land and Investment Committee, the Board accepted a \$10,000 transfer of previously reported gifts and established the H. L. Lochte Fellowship/Scholarship in the Department of Chemistry, College of Natural Sciences at The University of Texas at Austin.

Income earned from the endowment will be used to grant undergraduate scholarships and graduate fellowships in the Department of Chemistry.

21. U. T. Austin: Acceptance of Gift from Mr. William Pitkin, Ingram, Texas, and Transfer of Gift and Establishment of the Pitkin Endowed Scholarship in the College of Fine Arts.--The Board accepted a \$5,250 gift from Mr. William Pitkin, Ingram, Texas, and the transfer of a previously reported gift of \$5,000 from U. T. Austin restricted funds for a total of \$10,250 and established the Pitkin Endowed Scholarship in the Department of Drama, College of Fine Arts at The University of Texas at Austin.

Income earned from the endowment will be used to provide scholarship assistance to creative and worthy undergraduate and graduate students studying scene design.

22. U. T. El Paso: Acceptance of Gift of Lots 4, 5, and 6, Block 30, Unit 43, Horizon City Estates, El Paso County, Texas, from Basil E. and Dorothy J. Craddock, Longwood, Florida.--Upon recommendation of the Land and Investment Committee, the Board accepted a gift of Lots 4, 5, and 6, Block 30, Unit 43, Horizon City Estates, El Paso County, Texas, from Basil E. and Dorothy J. Craddock, Longwood, Florida, for the general unrestricted use of The University of Texas at El Paso.

23. U. T. El Paso: Acceptance of Gifts from Various Donors and Mr. and Mrs. John K. Davidson, Silver Spring, Maryland, and Establishment of The Bruce Davidson Memorial Graduate Student Award Fund.--The Board accepted gifts in the amount of \$2,230 from students, friends, and associates of Mr. Bruce Davidson, deceased, and a \$10,000 gift from Mr. and Mrs. John K. Davidson, Silver Spring, Maryland, for a total of \$12,230.00 and established The Bruce Davidson Memorial Graduate Student Award Fund at The University of Texas at El Paso.

Income earned from the endowment will be used to grant an award to an outstanding student enrolled in the graduate, preferably doctorate, program in the Department of Geological Sciences at U. T. El Paso. Selection of the student will be based upon approved guidelines under the direction of the Chairman of the Department of Geological Sciences and the Dean of the Graduate School.

24. U. T. El Paso: Acceptance of Transfer of Gifts and Establishment of the Dr. R. Milton Leech Endowed Fund for Drama.--The Board accepted a transfer of previously reported gifts totaling \$10,747.16 from various donors and established the Dr. R. Milton Leech Endowed Fund for Drama at The University of Texas at El Paso.

Income earned from the endowment will be used to grant scholarships to qualified students in the Department of Drama. Students will be selected by the Standing Committee of the Leech Fund in cooperation with the U. T. El Paso Scholarship Office.

25. U. T. El Paso: Acceptance of Gift from Mr. James Maurice, Phoenix, Arizona, and Establishment of the James Maurice Engineering Fund.--Approval was given to accept a \$10,000 gift from Mr. James Maurice, Phoenix, Arizona, and to establish the James Maurice Engineering Fund at The University of Texas at El Paso.

Income earned from the endowment fund will be for unrestricted use by the Dean of the College of Engineering to improve the quality of academic programs in the College of Engineering at U. T. El Paso.

26. U. T. Permian Basin: Approval to Transfer Funds from the U. T. Permian Basin Merit Awards and Establishment of the Davidson Family Charitable Foundation Scholarship Fund.--The Board approved a transfer of \$20,000 from the U. T. Permian Basin Merit Awards and established the Davidson Family Charitable Foundation Scholarship Fund at The University of Texas of the Permian Basin, in accordance with the donor's request.

27. U. T. Tyler: Acceptance of Gift and Pledge from Ms. Nancy Lake, Tyler, Texas, and Establishment of the H. J. McKenzie Presidential Endowed Scholarship.--Upon recommendation of the Land and Investment Committee, the Board accepted a \$5,000 gift and a \$20,000 pledge, payable over a five-year period, for a total of \$25,000 from Ms. Nancy Lake, Tyler, Texas, and established the H. J. McKenzie Presidential Endowed Scholarship at The University of Texas at Tyler.

Income earned from the endowment will be used to grant annual scholarships to outstanding students at U. T. Tyler.

28. U. T. Health Science Center - Dallas (U. T. Southwestern Medical School - Dallas): Lectureship in the Brain Sciences - Report of Pledge Payment from the Communities Foundation of Texas, Inc., Dallas, Texas, and Redesignation as the Professorship in the Brain Sciences and Eligibility for Matching Funds Under the Texas Eminent Scholars Program.--Due to a \$50,000 payment on a \$200,000 pledge from the Communities Foundation of Texas, Inc., Dallas, Texas, for addition to the Lectureship in the

Brain Sciences at the U. T. Southwestern Medical School - Dallas of The University of Texas Health Science Center at Dallas for a total endowment of \$100,000, and in accordance with the donor's wishes, the Lectureship in the Brain Sciences was redesignated as the Professorship in the Brain Sciences.

Further, the actual income which will be earned on the \$50,000 payment will be certified for matching under the Texas Eminent Scholars Program as set out in Chapter 51, Subchapter I, of the Texas Education Code.

29. U. T. Health Science Center - Dallas (U. T. Southwestern Medical School - Dallas): Robert W. Lackey Visiting Professorship - Acceptance of Additional Gifts from Various Donors of the Southwestern Medical School Alumni - Dallas and Eligibility for Matching Funds Under the Texas Eminent Scholars Program.--The Board accepted additional gifts of \$4,180 from various donors of the Southwestern Medical School Alumni - Dallas of The University of Texas Health Science Center at Dallas to be added to the Robert W. Lackey Visiting Professorship for a total endowment of \$61,072.35.

Further, the actual income which will be earned on the gifts of \$4,180 will be certified for matching under the Texas Eminent Scholars Program as set out in Chapter 51, Subchapter I, of the Texas Education Code.

30. U. T. Health Science Center - Dallas (U. T. Southwestern Medical School - Dallas): Robert L. Moore Professorship in Pediatrics - Acceptance of Additional Gifts and Eligibility for Matching Funds Under the Texas Eminent Scholars Program.--Upon recommendation of the Land and Investment Committee, the Board accepted gifts totaling \$26,800 from various donors to be added to the Robert L. Moore Professorship in Pediatrics for a total endowment of \$457,891.75 at the U. T. Southwestern Medical School - Dallas of The University of Texas Health Science Center at Dallas.

These gifts of \$26,800 will be certified for matching under the Texas Eminent Scholars Program as set out in Chapter 51, Subchapter I, of the Texas Education Code.

31. U. T. Health Science Center - Dallas (U. T. Southwestern Medical School - Dallas): Acceptance of Gift of 1.20699% Interest in the McKinney Expressway Joint Venture from Mrs. Lowell H. Lebermann, Dallas, Texas, and a Cash Gift from Mrs. Cecil O. Patterson, Dallas, Texas, and Establishment of The Berta M. and Cecil O. Patterson Professorship for Research in Digestive Diseases and Eligibility for Matching Funds Under the Texas Eminent Scholars Program.--The Board, upon recommendation of the Land and Investment Committee, accepted a gift valued at \$100,000 consisting of 1.20699% interest in the McKinney Expressway Joint Venture from Mrs. Lowell H. Lebermann, Dallas, Texas, and a cash gift of \$25,000 from Mrs. Cecil O. Patterson, Dallas, Texas, for a total of \$125,000 and established The Berta M. and Cecil O. Patterson Professorship for Research in Digestive Diseases at the U. T. Southwestern Medical School - Dallas of The University of Texas Health Science Center at Dallas.

Further, the actual income which will be earned on the gifts of \$125,000, as received, will be certified for matching under the Texas Eminent Scholars Program as set out in Chapter 51, Subchapter I, of the Texas Education Code.

32. U. T. Health Science Center - Houston: Acceptance of Transfer of Funds and Pledge and Establishment of The William N. Finnegan III Development Board Professorship in the Dental Sciences.--The Board accepted a transfer of \$50,000 and a pledge of \$50,000, payable in 1986, from The University of Texas Health Science Center at Houston institutional funds for a total of \$100,000 and established The William N. Finnegan III Development Board Professorship in the Dental Sciences.
33. U. T. Health Science Center - Houston: Acceptance of Gift from the M. D. Anderson Foundation, Houston, Texas, and Establishment of The Matching Scholarship Fund.--Upon recommendation of the Land and Investment Committee, the Board accepted a \$100,000 gift from the M. D. Anderson Foundation, Houston, Texas, and established The Matching Scholarship Fund at The University of Texas Health Science Center at Houston.

Income from this endowment will be awarded as scholarships to minority students with the potential to be outstanding medical students.

The Acting Dean and faculty of the U. T. Medical School - Houston have pledged \$297,500 over a five-year period to be paid from practice plan income for the purpose of matching the income of this endowment and others with a similar purpose.

34. U. T. Health Science Center - San Antonio: Acceptance of Gift from the Meadows Foundation, Inc., Dallas, Texas, and Establishment of the Meadows Foundation Teaching Fellowship in Child Psychiatry and Eligibility for Matching Funds Under the Texas Eminent Scholars Program.--Upon recommendation of the Land and Investment Committee, the Board accepted a \$50,000 gift from the Meadows Foundation, Inc., Dallas, Texas, and established the Meadows Foundation Teaching Fellowship in Child Psychiatry at The University of Texas Health Science Center at San Antonio.

Further, the actual income which will be earned on the \$50,000 gift will be certified for matching under the Texas Eminent Scholars Program as set out in Chapter 51, Subchapter I, of the Texas Education Code.

35. U. T. Cancer Center (U.T. M. D. Anderson Hospital - Houston): Senator A. M. Aikin, Jr. Chair - Acceptance of Transfer of Funds from the 1983 U. T. Cancer Center Annual Campaign Fund and Eligibility for Matching Funds Under the Texas Eminent Scholars Program.--The Board accepted a \$363,265.36 transfer of funds from the 1983 U. T. Cancer Center Annual Campaign Fund for addition to the Senator A. M. Aikin, Jr. Chair at the U.T. M. D. Anderson Hospital - Houston of The University of Texas System Cancer Center for a total endowment of \$1,000,000.

Further, the actual income which will be earned on the \$363,265.36 transfer will be certified for matching under the Texas Eminent Scholars Program as set out in Chapter 51, Subchapter I, of the Texas Education Code.

36. U. T. Cancer Center (U.T. M. D. Anderson Hospital - Houston): Acceptance of Transfers of Funds from the Doubleday Designated Fund and Physicians Referral Service Fund and Establishment of The Dr. Leonard C. Doubleday Lectureship in Diagnostic Imaging. - Upon recommendation of the Land and Investment Committee, the Board accepted transfers of \$17,565.81 from the Doubleday Designated Fund and \$2,434.19 from the Physicians Referral Service Fund for a total of \$20,000 and established The Dr. Leonard C. Doubleday Lectureship in Diagnostic Imaging at the U.T. M. D. Anderson Hospital - Houston of The University of Texas System Cancer Center.

Income earned from the endowment will be used to support an annual lecturer in diagnostic imaging.

37. U. T. Cancer Center (U.T. M. D. Anderson Hospital - Houston): The Irving and Nadine Mansfield and Robert David Levitt Cancer Research Professorship - Acceptance of Transfer of Funds from the 1983 U. T. Cancer Center Annual Campaign Fund and Redesignation as The Irving and Nadine Mansfield and Robert David Levitt Cancer Research Chair and Eligibility for Matching Funds Under the Texas Eminent Scholars Program. - The Board, upon recommendation of the Land and Investment Committee, accepted a transfer of \$308,503.74 from the 1983 U. T. Cancer Center Annual Campaign Fund for addition to The Irving and Nadine Mansfield and Robert David Levitt Cancer Research Professorship at the U.T. M. D. Anderson Hospital - Houston of The University of Texas System Cancer Center for a total endowment of \$600,000. Further, The Irving and Nadine Mansfield and Robert David Levitt Cancer Research Professorship was redesignated as The Irving and Nadine Mansfield and Robert David Levitt Cancer Research Chair.

The actual income earned on the \$308,503.74 transfer will be certified for matching under the Texas Eminent Scholars Program as set out in Chapter 51, Subchapter I, of the Texas Education Code.

38. U. T. Cancer Center (U.T. M. D. Anderson Hospital - Houston): Acceptance of Gift from Mrs. Eloise B. McCullough, Clifton, Texas, and Establishment of The McCullough Cancer Research Fund. - The Board accepted a \$50,000 gift from Mrs. Eloise B. McCullough, Clifton, Texas, and established The McCullough Cancer Research Fund at the U.T. M. D. Anderson Hospital - Houston of The University of Texas System Cancer Center.

Mrs. Eloise B. McCullough is establishing this endowment to further cancer research and plans to add to this endowment in the future.

B. REAL ESTATE MATTERS

1. U. T. El Paso: Estate of Josephine Clardy Fox - Authorization for Sale of Property at 5120 and 5230 Paisano Drive, El Paso, Texas, to El Paso National Bank, El Paso, Texas. - The Board, upon recommendation of the Land and Investment Committee, authorized the sale of property at 5120 and 5230 Paisano Drive, El Paso, Texas (Estate of Josephine Clardy Fox - The University of Texas at El Paso), to the El Paso National Bank, El Paso, Texas, for \$181,000.

2. U. T. Tyler: Sam A. Lindsey Endowment Fund - Authorization for Oil and Gas Lease on 310.5 Acres, James Jordon Survey, A-12, Smith County, Texas, to the Wilder Exploration Company, Tyler, Texas.--The Board authorized the lease of 310.5 acres in the James Jordon Survey, A-12, in Smith County, Texas, of which the U. T. Board of Regents owns 25.46625 net mineral acres (Sam A. Lindsey Endowment Fund - The University of Texas at Tyler), to Wilder Exploration Company, Tyler, Texas. Terms of the lease provide for a $\frac{1}{4}$ th royalty, a \$100 per acre bonus, and a prepaid annual delay rental of \$5 per acre for a paid-up term of three years.

III. OTHER MATTERS

U. T. Austin: Progress Report on The Regents' Endowed Teachers and Scholars Program.--President Flawn reported that since the February meeting of the U. T. Board of Regents, the number of academic positions at The University of Texas at Austin has increased by 2 chairs, 6 professorships, 5 fellowships and 4 lectureships, for a total of 17 new endowed positions, as a result of The Regents' Endowed Teachers and Scholars Program. The University of Texas at Austin now has 851 endowed academic positions with a total funding of \$173,000,000.

ITEM FOR THE RECORD

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

REPORT OF BOARD FOR LEASE OF UNIVERSITY LANDS

Regent Yzaguirre, a member of the Board for Lease of University Lands, reported that the Board for Lease had not had a recent meeting but that he had been advised by University staff that there had been inquiries as to when the University would have another oil and gas lease sale. Indications are that the Board for Lease should have a lease sale in late summer or early fall, and the Board for Lease should meet within the next thirty days to make a decision on whether to have a lease sale during 1985.

FOUNDATION MATTERS

Ima Hogg Foundation, The Robertson-Poth Foundation, and Winedale Stagecoach Inn Fund: Election of Officers and Approval of Minutes.--In accordance with Section 5 of Chapter VII of Part One of the Regents' Rules and Regulations, the Board of Regents recessed its meeting to meet independently in its capacity as the Board of Trustees for the Ima Hogg Foundation, The Robertson-Poth Foundation and the Winedale Stagecoach Inn Fund for the purpose of electing officers and approving Minutes of the preceding meeting. The Minutes of these meetings and the officers elected at this meeting are recorded in the files of these foundations located in the Office of Investments and Trusts of the U. T. System Administration and in the Office of the Board of Regents.

SCHEDULED MEETING.--Chairman Hay announced that the next meeting of the U. T. Board of Regents would be held in Austin on June 13-14, 1985.

RECESS.--At 3:05 p.m., Chairman Hay announced that the Board would recess to convene in Executive Session to discuss matters pursuant to Vernon's Texas Civil Statutes, Article 6252-17, Sections 2(e), (f) and (g) and that the Executive Session would continue on Friday morning.

Friday, April 12, 1985

At 9:00 a.m. on Friday, April 12, 1985, the Board reconvened in Executive Session in the West Conference Room on the Sixth Floor of Building B at The University of Texas Health Center at Tyler 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.

RECONVENE.--At 1:40 p.m., the Board reconvened in open session for the purpose of acting on items discussed in Executive Session.

EXECUTIVE SESSION OF THE BOARD OF REGENTS

Chairman Hay reported that the Board had met in Executive Session in the West Conference Room on the Sixth Floor of Building B at The University of Texas Health Center at Tyler on Thursday afternoon (April 11) following the meetings of the Standing Committees and continued its meeting on Friday morning (April 12) to discuss matters in accordance with Article 6252-17, Sections 2(e), (f) and (g) of Vernon's Texas Civil Statutes. In response to Chairman Hay's inquiry regarding the wishes of the Board, the following actions were taken.

1. Permanent University Fund: Approval to Grant an Exception to Water Policy to Permit Mid-America Petroleum, Inc., Midland, Texas, to Use Trinity Formation Water for Waterflood Projects on Permanent University Fund Lands in the Taylor Link (West San Andres) Field, Pecos County, Texas, and Authorization for Executive Vice Chancellor for Asset Management to Execute All Documents to Effectuate Arrangement.--Upon motion of Regent Rhodes, seconded by Regent Blanton, the Board granted an exception to its present water policy to permit Mid-America Petroleum, Inc., Midland, Texas, to use Trinity formation water for its waterflooding project on Permanent University Fund Lands in the Taylor Link (West San Andres) Field, Pecos County, Texas, within the parameters established by the U. T. Board of Regents, and authorized the Executive Vice Chancellor for Asset Management to execute all necessary instruments to effectuate this arrangement with Mid-America Petroleum, Inc., after approval of such instruments by the Office of General Counsel.

Vice-Chairman Ratliff abstained from voting on this matter.

2. U. T. Medical Branch - Galveston: Authorization to Settle Construction Litigation Involving the Ambulatory Care Center, Texas Department of Corrections Hospital and Graves Hospital, with Brinderson Corporation, Irvine, California.--Regent Rhodes moved that the Office of General Counsel be authorized to attempt to settle the pending litigation with Brinderson Corporation, Irvine, California, relating to construction projects involving

the Ambulatory Care Center, Texas Department of Corrections Hospital and Graves Hospital at The University of Texas Medical Branch at Galveston within the parameters discussed in Executive Session.

Regents Roden and Briscoe seconded the motion which carried by unanimous vote.

3. U. T. Health Science Center - Houston: Settlement of Medical Malpractice Litigation - Mr. Howard Bundick, et al.--Upon motion of Regent Briscoe, seconded by Vice-Chairman Ratliff and Regent Yzaguirre, the Board authorized the Office of the Chancellor and the Office of General Counsel to settle the medical malpractice claim filed by Mr. Howard Bundick, et al, against The University of Texas Health Science Center at Houston in accordance with the proposal presented in Executive Session.

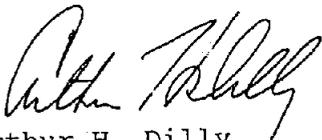
4. U. T. Health Science Center - Houston: Settlement of Medical Malpractice Litigation - Ms. Bertha Lee Reese, et al.--Regent Briscoe moved that the Office of the Chancellor and the Office of General Counsel be authorized to settle the medical malpractice lawsuit filed by Ms. Bertha Lee Reese, et al, against The University of Texas Health Science Center at Houston in accordance with the proposal presented in Executive Session.

Regent Yzaguirre seconded the motion which prevailed without objection.

5. U. T. Dallas - Special Committee on Endowment Lands in Collin and Dallas Counties, Texas: Consideration of Value and Recommendation for Sale of Certain Endowment Lands in Collin County, Texas.--Chairman Hay announced that the Board heard a report from the Special Committee on Endowment Lands in Collin and Dallas Counties, Texas, related to the value and sale of certain endowment lands for The University of Texas at Dallas and it was determined that no Regental action was appropriate at this time.

6. U. T. System: Consideration of Personnel Matters Related to the Assignment, Duties and Responsibilities of Officers of System Administration.--With regard to the item related to the assignment, duties and responsibilities of officers of The University of Texas System Administration, Chairman Hay reported that no action was required or appropriate at this time.

ADJOURNMENT.--There being no further business, the meeting was adjourned at 1:45 p.m.


Arthur H. Dilly
Executive Secretary

April 19, 1985