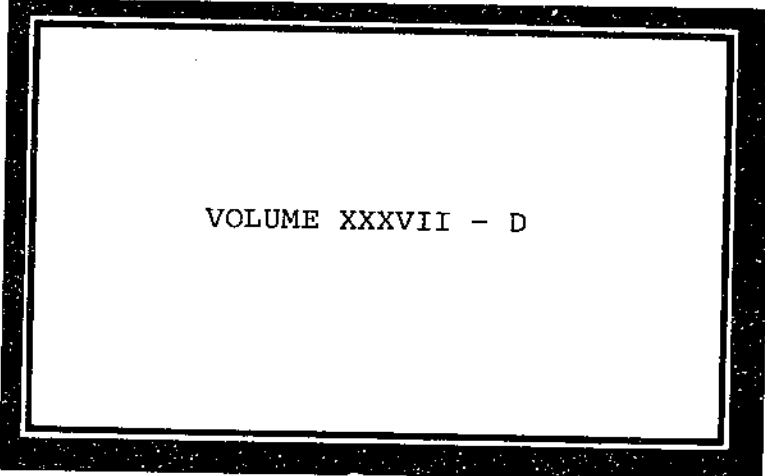


Meeting No. 847

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



VOLUME XXXVII - D

Pages 1 - 289

April 12, 1990

Tyler, Texas

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 OF
 THE UNIVERSITY OF TEXAS SYSTEM
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MEETING NO. 847

THURSDAY, APRIL 12, 1990.--The members of the Board of Regents of The University of Texas System convened in regular session at 9:10 a.m. on Thursday, April 12, 1990, in the Auditorium, Room 119, of the Biomedical Research Building at The University of Texas Health Center at Tyler, Tyler, Texas, with the following in attendance:

ATTENDANCE.--

Present

Chairman Beecherl, presiding
Vice-Chairman Barshop
Vice-Chairman Roden
Regent Blanton
Regent Cruikshank
Regent Loeffler
Regent Moncrief
Regent Ramirez
Regent Ratliff

Absent

Executive Secretary Dilly

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

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

WELCOME BY GEORGE HURST, M.D., DIRECTOR OF THE UNIVERSITY OF TEXAS HEALTH CENTER AT TYLER.--Chairman Beecherl stated that the Board was pleased to be meeting in Tyler and called on George Hurst, M.D., Director of The University of Texas Health Center at Tyler, for any welcoming remarks on behalf of the host institution.

On behalf of the faculty and staff of U. T. Health Center - Tyler, Director Hurst welcomed the members of the Board and other guests to Tyler and to the campus.

U. T. BOARD OF REGENTS: APPROVAL OF MINUTES OF REGULAR MEETING HELD ON FEBRUARY 8, 1990.--Upon motion of Regent Ratliff, seconded by Regent Blanton, the Minutes of the regular meeting of the Board of Regents of The University of Texas System held on February 8, 1990, in Edinburg, Texas, were approved as distributed by the Executive Secretary. The official copy of these Minutes is recorded in the Permanent Minutes, Volume XXXVII, Pages 943 - 1509.

SPECIAL ITEMS

1. U. T. Board of Regents: Ratification of Cash Defeasance of \$86,630,000 in Aggregate Principal Amount of Permanent University Fund Refunding Bonds, Series 1985, Maturing July 1, 2005; Authorization for the Execution and Delivery by the Executive Vice Chancellor for Asset Management of an Escrow Agreement Relating to the Cash Defeasance; and Call for Redemption Prior to Maturity of Bonds Being Defeased.--Executive Vice Chancellor for Asset Management Patrick reported that at its October 1989 meeting the U. T. Board of Regents approved the defeasance in whole or in part of The University of Texas System Permanent University Fund Refunding Bonds, Series 1985, maturing July 1, 2005, subject to appropriate market conditions and appointed the Executive Committee as a Pricing Committee to approve the transaction and determine the price of the securities. On March 9, 1990, market conditions were favorable and the Pricing Committee approved the transfer of \$89,996,607 from Available University Fund (AUF) balances to Ameritrust Texas, National Association, Austin, Texas, the Escrow Agent, to purchase the escrowed securities. The escrowed securities have been deposited with Ameritrust Texas, National Association for deposit in the Escrow Fund.

Based upon Mr. Patrick's presentation and following a brief discussion, the Board, without objection:

- a. Ratified the cash defeasance of \$86,630,000 in aggregate principal amount of the Board of Regents of The University of Texas System Permanent University Fund Refunding Bonds, Series 1985, maturing July 1, 2005
- b. Authorized the execution and delivery by the Executive Vice Chancellor for Asset Management of the Escrow Agreement and related Exhibits set out on Pages 3 - 36
- c. Called for redemption prior to maturity on July 1, 1995, the bonds being defeased.

ESCROW AGREEMENT

THIS ESCROW AGREEMENT, dated as of March 16, 1990 (herein, together with all exhibits and attachments hereto and any amendments or supplements hereto, called the "Agreement"), is entered into by and between the BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM (herein called the "Board") and AMERITRUST TEXAS NATIONAL ASSOCIATION, AUSTIN, TEXAS, as escrow agent (herein, together with any successor in such capacity, called the "Escrow Agent"). The addresses of the Board and the Escrow Agent are shown on Exhibit "A" attached hereto and made a part hereof.

W I T N E S S E T H:

WHEREAS, the Board heretofore has issued its \$345,970,000 Permanent University Fund Refunding Bonds, Series 1985 (the "Bonds"); and

WHEREAS, when firm banking arrangements have been made for the payment or redemption of all principal and interest of a portion of the Bonds maturing on July 1, 2005, as described in Exhibit "B" attached hereto (the "Defeased Obligations"), then the Defeased Obligations shall no longer be regarded as outstanding except for the purpose of receiving payment from the funds provided for such purpose; and

WHEREAS, Vernon's Ann. Tex. Civ. St. Article 717k, as amended, authorizes the Board to deposit any available funds or resources, directly with any place of payment (paying agent) for any of the Defeased Obligations, and such deposit, if made before such payment dates and in sufficient amounts, shall constitute the making of firm banking and financial arrangements for the discharge and final payment of the Defeased Obligations; and

WHEREAS, Article 717k further authorizes the Board to enter into an escrow agreement with any such paying agent for any of the Defeased Obligations with respect to the safekeeping, investment, administration and disposition of any such deposit, upon such terms and conditions as the Board and such paying agent may agree, provided that such deposits may be invested only in direct obligations of the United States of America, including obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, and which may be in book entry form, and which shall mature and/or bear interest payable at such times and in such amounts as will be sufficient to provide for the payment or redemption of principal of and interest on the Defeased Obligations; and

WHEREAS, the Escrow Agent is a place of payment (paying agent) for the Defeased Obligations and this Agreement constitutes an escrow agreement of the kind authorized and required by said Article 717k; and

WHEREAS, Article 717k makes it the duty of the Escrow Agent to comply with the terms of this Agreement and timely make available to the other places of payment (paying agents) for the Defeased Obligations the amounts required to provide for the payment or redemption of the principal of and interest on such obligations, and in accordance with their terms, but solely from the funds, in the manner, and to the extent provided in this Agreement; and

WHEREAS, The University of Texas System has funds available in the Available University Fund for the purpose of providing for the payment of the principal of the Defeased Obligations upon maturity or redemption and interest on the Defeased Obligations when due; and

WHEREAS, the Board desires that the certain available funds of the Board within the Available University Fund shall be applied to purchase certain direct obligations of the United States of America hereinafter defined as the "Escrowed Securities" for deposit to the credit of the Escrow Fund created pursuant to the terms of this Agreement and to establish a beginning cash balance (if needed) in such Escrow Fund; and

WHEREAS, the Escrowed Securities shall mature and the interest thereon shall be payable at such times and in such amounts so as to provide moneys which, together with cash balances from time to time on deposit in the Escrow Fund, will be sufficient to pay interest on the Defeased Obligations as it accrues and becomes payable and the principal of the Defeased Obligations upon redemption or maturity; and

WHEREAS, to facilitate the receipt and transfer of proceeds of the Escrowed Securities, particularly those in book entry form, the Board desires to establish the Escrow Fund at the corporate trust office of the Escrow Agent shown on Exhibit "A"; and

WHEREAS, the Escrow Agent is a party to this Agreement to acknowledge its acceptance of the terms and provisions hereof;

NOW, THEREFORE, in consideration of the mutual undertakings, promises and agreements herein contained, the sufficiency of which hereby are acknowledged, and to secure the full and timely payment of principal of and the interest on the Defeased Obligations, the Board and the Escrow Agent mutually undertake, promise, and agree for themselves and their respective representatives and successors, as follows:

[END OF RECITALS]

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

Section 1.01. Definitions. Unless the context clearly indicates otherwise, the following terms shall have the meanings assigned to them below when they are used in this Agreement:

"Code" means the Internal Revenue Code of 1954, as amended, and the rules and regulations thereunder.

"Escrow Fund" means the fund created by this Agreement to be administered by the Escrow Agent pursuant to the provisions of this Agreement.

"Escrow Funding Date" means the date on which the Escrowed Securities and cash are deposited with the Escrow Agent, as described in Section 2.01 hereof.

"Escrowed Securities" means the noncallable United States Treasury obligations to be purchased with funds other than bonds of the Board, as more fully described on pages 4 and 7 of the Report, together with all reinvestments of the proceeds thereof as contemplated and required by the provisions of this Escrow Agreement and the Report.

"Legal Defeasance Date" means the date on which the Board (a) ratifies the execution of this Agreement and the call for redemption of the Defeased Obligation and (b) Vinson & Elkins, as special defeasance counsel to the Board, delivers its opinion to the Board to the effect that firm banking arrangements have been made for the payment or redemption of the Defeased Obligations.

"Paying Agent for the Defeased Obligations" means Ameritrust Texas National Association and any successor to its duties under the resolution of the Board authorizing the issuance of the Bonds.

"Report" means the verification report prepared by Ernst & Young, independent certified public accountants, relating to the defeasance of the Defeased Obligations, a copy of which is attached hereto as Exhibit "C".

Section 1.02. Other Definitions. The terms "Agreement," "Board," "Defeased Obligations," "Bonds" and "Escrow Agent," when they are used in this Agreement, shall have the meanings assigned to them in the preamble to this Agreement.

Section 1.03. Interpretations. The titles and headings of the articles and sections of this Agreement have been inserted for convenience and reference only and are not to be considered a part

hereof and shall not in any way modify or restrict the terms hereof. This Agreement and all of the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to achieve the intended purpose of providing for the defeasance of the Defeased Obligations in accordance with applicable law.

[END OF ARTICLE I]

ARTICLE II

DEPOSIT OF FUNDS
AND ESCROWED SECURITIES

Section 2.01. Deposits in the Escrow Fund. On the Escrow Funding Date, the Board shall deposit, or cause to be deposited, with the Escrow Agent, for deposit in the Escrow Fund, the funds and Escrowed Securities described on pages 4 and 7 of the Report, and the Escrow Agent shall, upon the receipt thereof, acknowledge such receipt to the Board in writing.

[END OF ARTICLE II]

ARTICLE III

CREATION AND OPERATION OF ESCROW FUND

Section 3.01. Escrow Fund. The Escrow Agent has created on its books a special trust fund and irrevocable escrow to be known as the Board of Regents of The University of Texas System Permanent University Fund Refunding Bonds, Series 1985 (July 1, 2005 Maturity) Escrow Fund (the "Escrow Fund"). The Escrow Agent hereby agrees that upon receipt thereof it will deposit to the credit of the Escrow Fund the funds and the Escrowed Securities described on pages 4 and 7 of the Report. Such deposit, all proceeds therefrom, and all cash balances from time to time on deposit therein (a) shall be the property of the Escrow Fund, (b) shall be applied only in strict conformity with the terms and conditions of this Agreement, and (c) are hereby irrevocably pledged to the payment of the principal of and interest on the Defeased Obligations, which payment shall be made by timely transfers of such amounts at such times as are provided for in Section 3.02 hereof; provided, however, that nothing contained in this Section 3.01 shall prohibit the transfer to the Board of any income or increment earned from the reinvestments of the proceeds of Escrowed Securities, as provided in Section 4.02 of this Agreement. When the final transfers have been made for the payment of such principal of and interest on the Defeased Obligations, any balance then remaining in the Escrow Fund shall be transferred to the Board, and the Escrow Agent thereupon shall be discharged from any further duties hereunder.

Section 3.02. Payment of Principal and Interest. (a) The Escrow Agent is hereby irrevocably instructed to transfer from the cash balances from time to time on deposit in the Escrow Fund, the amounts required to pay the principal of the Defeased Obligations, when due at their stated maturity or upon the redemption date shown on page 8 of the Report, and interest on the Defeased Obligations when due, in the amounts and at the times shown on page 8 of the Report.

(b) Money transferred in accordance with the provisions hereof shall be held by the Paying Agent for the Defeased Obligations as a separate trust fund for the account of the respective holders of the Defeased Obligations in connection with which such money is held; provided, however, that money so held remaining unclaimed by the owners of such Defeased Obligations for ten (10) years after the dates on which payment thereon was due, payable and available for payment shall be paid to the Board to be used for any lawful purpose. Thereafter, neither the Board, the Escrow Agent, the Paying Agent for the Defeased Obligations nor any other person shall be liable or responsible to any holders of such Defeased Obligations for any further payment of such unclaimed

money or on account of any such Defeased Obligations. On and after the Legal Defeasance Date, the Paying Agent for the Defeased Obligations shall maintain books of registration and for the Defeased Obligations separate from those otherwise maintained for the Bonds and shall establish such regulations as may be necessary to ensure that (i) owners of Defeased Obligations, at the time of any transfer or exchange thereof are provided notice, through a separate CUSIP identification number and otherwise, of the defeasance of, and redemption date established for, the Defeased Obligations and (ii) no merger is effected between the Defeased Obligations and any Bonds remaining outstanding after the Legal Defeasance Date and subject to the lien established under the Resolution authorizing the Bonds.

(c) Except as provided in Section 3.06 hereof, the Board hereby covenants and agrees that it will not exercise any right that it may have to redeem any of the Defeased Obligations prior to their scheduled maturity.

Section 3.03. Sufficiency of Escrow Fund. The Board represents (based on the Report) that the successive receipts of the principal of and interest on the Escrowed Securities will assure that the cash balance on deposit from time to time in the Escrow Fund will be at all times sufficient to provide moneys for transfer to the Paying Agent at the times and in the amounts required to pay the interest on the Defeased Obligations as such interest comes due and the principal or redemption price of the Defeased Obligations as the Defeased Obligations mature or are redeemed, all as more fully set forth on page 8 of the Report. If, for any reason, at any time, the cash balances on deposit or scheduled to be on deposit in the Escrow Fund shall be insufficient to transfer the amounts required by each place of payment (paying agent) for the Defeased Obligations to make the payments set forth in Section 3.02 hereof, the Board shall timely deposit in the Escrow Fund, from any funds that are lawfully available therefor, additional funds in the amounts required to make such payments. Notice of any such insufficiency shall be given promptly as hereinafter provided, but the Escrow Agent shall not in any manner be responsible for any insufficiency of funds in the Escrow Fund or the Board's failure to make additional deposits thereto.

Section 3.04. Trust Fund. The Escrow Agent shall hold at all times the Escrow Fund, the Escrowed Securities and all other assets of the Escrow Fund, wholly segregated from all other funds and securities on deposit with the Escrow Agent; it shall never allow the Escrowed Securities or any other assets of the Escrow Fund to be commingled with any other funds or securities of the Escrow Agent; and it shall hold and dispose of the assets of the Escrow Fund only as set forth herein. The Escrowed Securities and other assets of the Escrow Fund shall always be maintained by the Escrow

Agent as trust funds for the benefit of the owners of the Defeased Obligations; and a special account thereof shall at all times be maintained on the books of the Escrow Agent. The owners of the Defeased Obligations shall be entitled to the same preferred claim and first lien upon the Escrowed Securities, the proceeds thereof, and all other assets of the Escrow Fund to which they are entitled as owners of the Defeased Obligations. The amounts received by the Escrow Agent under this Agreement shall not be considered as a banking deposit by the Board, and the Escrow Agent shall have no right to title with respect thereto except as a constructive trustee and Escrow Agent under the terms of this Agreement. The amounts received by the Escrow Agent under this Agreement shall not be subject to warrant, drafts or checks drawn by the Board or, except to the extent expressly herein provided, by the Paying Agent.

Section 3.05. Security for Cash Balances. Cash balances from time to time on deposit in the Escrow Fund shall, to the extent not insured by the Federal Deposit Insurance Corporation or its successor, be continuously secured by a pledge of direct obligations of, or obligations unconditionally guaranteed by, the United States of America, having a market value at least equal to such cash balances.

Section 3.06. Optional Redemption of Defeased Obligations. The Board will, on the Legal Defeasance Date, irrevocably exercise its option to call the Defeased Obligations for redemption prior to maturity on July 1, 1995. Such optional redemption shall be carried out in accordance with the resolution authorizing the issuance of the Bonds. The Escrow Agent is hereby authorized to provide funds therefor as set forth in Section 3.02(a) hereof.

Section 3.07. Substitution for Escrowed Securities on Escrow Funding Date. (a) On the Escrow Funding Date, the Board, at its option, may substitute cash or non-interest bearing direct obligations of the United States Treasury (i.e., Treasury obligations which mature and are payable in a stated amount on the maturity date thereof, and for which there are no payments other than the payment made on the maturity date) for non-interest bearing Escrowed Securities, if any, listed on pages 4 and 7 of the Report, but only if such cash and/or substituted non-interest bearing direct obligations of the United States Treasury -

- (i) are in an amount, and/or mature in an amount, which, together with any cash substituted for such obligations, is equal to or greater than the amount payable on the maturity date of the obligation listed on pages 4 and 7 of the Report for which such obligation is substituted, and

(ii) mature on or before the maturity date of the obligation listed on pages 4 and 7 of the Report for which such obligation is substituted.

If any such cash and/or obligations are so substituted for any Escrowed Securities, the Board may, at any time thereafter, substitute for such cash and/or obligations the same Escrowed Securities for which such cash and/or obligations originally were substituted.

[END OF ARTICLE III]

ARTICLE IV

LIMITATION ON INVESTMENTS

Section 4.01. Limitation on Disposition and Substitution of Escrowed Securities. Except as otherwise expressly provided herein, the Escrow Agent shall not have any power or duty to invest or reinvest any money held hereunder, or to make substitutions of the Escrowed Securities, or to sell, transfer, or otherwise dispose of the Escrowed Securities.

Section 4.02. Reinvestment of Proceeds of Escrow by Escrow Agent. The Escrow Agent is hereby authorized and directed to reinvest the proceeds of the Escrowed Securities including interest received and maturing principal, in direct obligations of the United States of America maturing no later than the date on which the proceeds are needed for transfer to the Paying Agent for the Defeased Obligations, as contemplated by the Report, all as set out in, and in accordance with, written instructions to the Escrow Agent from the Board. Any income or increment earned from such reinvestment which is not required according to the schedules contained in the Report for the payment of the Defeased Obligations (that is, any amount which on any payment date, after making all required transfers to the Paying Agent for the Defeased Obligations, is in excess of the amount shown in the "Ending Balance" column on page 6 of the Report as the ending balance for such date) shall be transferred to the Board.

For purposes of this Section 4.02, the term Report shall include any supplement to the Report, if such supplement is accompanied by the opinions described in clauses (a) and (b) of Section 4.03.

Section 4.03. Substitution of Securities. At the written request of the Board, and upon compliance with the conditions hereinafter stated, the Escrow Agent shall sell, transfer, otherwise dispose of or request the redemption of all or any portion of the Escrowed Securities and apply the proceeds therefrom to purchase Defeased Obligations or direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America and which do not permit the redemption thereof at the option of the obligor. Any such transaction may be effected by the Escrow Agent only if (a) the Escrow Agent shall have received a written opinion from a recognized firm of certified public accountants that such transaction will not cause the amount of money and securities in the Escrow Fund to be reduced below an amount which will be sufficient, when added to the interest to accrue thereon, to provide for the payment of principal or redemption price of and interest on the remaining Defeased Obligations as they become due,

and (b) the Escrow Agent shall have received the unqualified written legal opinion of nationally recognized bond counsel or tax counsel acceptable to the Board and the Escrow Agent to the effect that such transaction will not cause any of the Defeased Obligations to be an "arbitrage bond" within the meaning of Section 103(c) of the Code.

Section 4.04. Arbitrage. The Board hereby covenants and agrees that it shall never request the Escrow Agent to exercise any power hereunder or permit any part of the money in the Escrow Fund or proceeds from the sale of Escrowed Securities to be used directly or indirectly to acquire any securities or obligations if the exercise of such power or the acquisition of such securities or obligations would cause any Defeased Obligations to be an "arbitrage bond" within the meaning of Section 103(c) of the Code.

[END OF ARTICLE IV]

ARTICLE V

APPLICATION OF CASH BALANCES

Section 5.01. In General. Except as provided in Sections 3.02, 4.02, and 4.03 hereof, no withdrawals, transfers, or reinvestment shall be made of cash balances in the Escrow Fund.

[END OF ARTICLE V]

ARTICLE VI

RECORDS AND REPORTS

Section 6.01. Records. The Escrow Agent will keep books of record and account in which complete and correct entries shall be made of all transactions relating to the receipts, disbursements, allocations and application of the money and Escrowed Securities deposited to the Escrow Fund and all proceeds thereof, and such books shall be available for inspection at reasonable hours and under reasonable conditions by the Board and the owners of the Defeased Obligations.

Section 6.02. Reports. While this Agreement remains in effect, the Escrow Agent annually shall prepare and send to the Board a written report summarizing all transactions relating to the Escrow Fund during the preceding year, including, without limitation, credits to the Escrow Fund as a result of interest payments on or maturities of the Escrowed Securities and transfers from the Escrow Fund for payments on the Defeased Obligations or otherwise, together with a detailed statement of all Escrowed Securities and the cash balance on deposit in the Escrow Fund as of the end of such period.

[END OF ARTICLE VI]

ARTICLE VII

CONCERNING THE PAYING AGENT AND ESCROW AGENT

Section 7.01. Representations. The Escrow Agent hereby represents that it is a Paying Agent for the Defeased Obligations, that it has all necessary power and authority to enter into this Agreement and undertake the obligations and responsibilities imposed upon it herein, and that it will carry out all of its obligations hereunder.

Section 7.02. Limitation on Liability. The liability of the Escrow Agent to transfer funds for the payment of the principal of and interest on the Defeased Obligations shall be limited to the proceeds of the Escrowed Securities and the cash balances from time to time on deposit in the Escrow Fund. Notwithstanding any provision contained herein to the contrary, neither the Escrow Agent nor the Paying Agent shall have any liability whatsoever for the insufficiency of funds from time to time in the Escrow Fund or any failure of the obligors of the Escrowed Securities to make timely payment thereon, except for the obligation to notify the Board promptly of any such occurrence.

The Escrow Agent makes no representations as to the value, conditions or sufficiency of the Escrow Fund, or any part thereof, or as to the title of the Board thereto, or as to the security afforded thereby or hereby, and the Escrow Agent shall not incur any liability or responsibility in respect to any of such matters.

It is the intention of the parties hereto that the Escrow Agent shall never be required to use or advance its own funds or otherwise incur personal financial liability in the performance of any of its duties or the exercise of any of its rights and powers hereunder.

The Escrow Agent shall not be liable for any action taken or neglected to be taken by it in good faith in any exercise of reasonable care and believed by it to be within the discretion or power conferred upon it by this Agreement, nor shall the Escrow Agent be responsible for the consequences of any error of judgment; and the Escrow Agent shall not be answerable except for its own action, neglect or default, nor for any loss unless the same shall have been through its negligence or want of good faith.

Unless it is specifically otherwise provided herein, the Escrow Agent has no duty to determine or inquire into the happening or occurrence of any event or contingency or the performance or failure of performance of the Board with respect to arrangements or contracts with others, with the Escrow Agent's sole duty hereunder being to safeguard the Escrow Fund, to dispose of and

deliver the same in accordance with this Agreement. If, however, the Escrow Agent is called upon by the terms of this Agreement to determine the occurrence of any event or contingency, the Escrow Agent shall be obligated, in making such determination, only to exercise reasonable care and diligence, and in event of error in making such determination the Escrow Agent shall be liable only for its own misconduct or its negligence. In determining the occurrence of any such event or contingency, the Escrow Agent may request from the Board or any other person such reasonable additional evidence as the Escrow Agent in its discretion may deem necessary to determine any fact relating to the occurrence of such event or contingency, and in this connection may make inquiries of, and consult with, among others, the Board at any time.

Section 7.03. Compensation. On the Escrow Funding Date, the Board shall pay to the Escrow Agent, as a fee for performing the services hereunder and for all expenses incurred or to be incurred by the Escrow Agent in the administration of this Agreement, the sum of \$_____, the sufficiency of which is hereby acknowledged by the Escrow Agent. The Escrow Agent shall not require compensation or remuneration in addition to the sum stated in this Section 7.03 for fees or expenses that may be incurred during the term of this Agreement relating to the performance of its services as Escrow Agent hereunder or as Paying Agent for the Defeased Obligations. In the event that the Escrow Agent is requested to perform any extraordinary services hereunder, the Board hereby agrees to pay reasonable fees to the Escrow Agent for such extraordinary services and to reimburse the Escrow Agent for all expenses incurred by the Escrow Agent in performing such extraordinary services, and the Escrow Agent hereby agrees to look only to the Board for the payment of such fees and reimbursement of such expenses. The Escrow Agent hereby agrees that in no event shall it ever assert any claim or lien against the Escrow Fund for any fees for its services, whether regular or extraordinary, as Escrow Agent, or in any other capacity, or for reimbursement for any of its expenses.

(b) Upon receipt of the aforesaid specific sums stated in subsection (a) of this Section 7.03 for Escrow Agent and paying agency fees, expenses and services, the Escrow Agent shall acknowledge such receipt to the Board in writing.

Section 7.04. Successor Escrow Agents. If at any time the Escrow Agent or its legal successor or successors should become unable, through operation of law or otherwise, to act as escrow agent hereunder, or if its property and affairs shall be taken under the control of any state or federal court or administrative body because of insolvency or bankruptcy or for any other reason, a vacancy shall forthwith exist in the office of Escrow Agent hereunder. In such event the Board, by appropriate action,

promptly shall appoint an Escrow Agent to fill such vacancy. If no successor Escrow Agent shall have been appointed by the Board within 60 days, a successor may be appointed by the owners of a majority in principal amount of the Defeased Obligations then outstanding by an instrument or instruments in writing filed with the Board, signed by such owners or by their duly authorized attorneys-in-fact. If, in a proper case, no appointment of a successor Escrow Agent shall be made pursuant to the foregoing provisions of this section within three months after a vacancy shall have occurred, the owner of any Defeased Obligation may apply to any court of competent jurisdiction to appoint a successor Escrow Agent. Such court may thereupon, after such notice, if any, as it may deem proper, prescribe and appoint a successor Escrow Agent.

Any successor Escrow Agent shall be a corporation organized and doing business under the laws of the United States or the State of Texas, authorized under such laws to exercise corporate trust powers, having its principal office and place of business in the State of Texas, having a combined capital and surplus of at least \$5,000,000 and subject to the supervision or examination by federal or State authority.

Any successor Escrow Agent shall execute, acknowledge and deliver to the Board and the Escrow Agent an instrument accepting such appointment hereunder, and the Escrow Agent shall execute and deliver an instrument transferring to such successor Escrow Agent, subject to the terms of this Agreement, all the rights, powers and trusts of the Escrow Agent hereunder. Upon the request of any such successor Escrow Agent, the Board shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor Escrow Agent all such rights, powers and duties. The Escrow Agent shall pay over to its successor Escrow Agent a proportional part of the Escrow Agent's fee hereunder.

[END OF ARTICLE VII]

ARTICLE VIII

MISCELLANEOUS

Section 8.01. Notice. Any notice, authorization, request, or demand required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given when mailed by registered or certified mail, postage prepaid addressed to the Board or the Escrow Agent at the address shown on Exhibit "A" attached hereto. The United States Post Office registered or certified mail receipt showing delivery of the aforesaid shall be conclusive evidence of the date and fact of delivery. Any party hereto may change the address to which notices are to be delivered by giving to the other parties not less than ten (10) days prior notice thereof.

Section 8.02. Termination of Responsibilities. Upon the taking of all the actions as described herein by the Escrow Agent, the Escrow Agent shall have no further obligations or responsibilities hereunder to the Board, the owners of the Defeased Obligations or to any other person or persons in connection with this Agreement.

Section 8.03. Binding Agreement. This Agreement shall be binding upon the Board and the Escrow Agent and their respective successors and legal representatives, and shall inure solely to the benefit of the owners of the Defeased Obligations, the Board, the Escrow Agent and their respective successors and legal representatives.

Section 8.04. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein.

Section 8.05. Texas Law Governs. This Agreement shall be governed exclusively by the provisions hereof and by the applicable laws of the State of Texas.

Section 8.06. Time of the Essence. Time shall be of the essence in the performance of obligations from time to time imposed upon the Escrow Agent by this Agreement.

Section 8.07. Effective Date of Agreement. This Agreement shall be effective on the Escrow Funding Date upon receipt by the Escrow Agent of the cash described in the Report and the Escrowed Securities, together with the specific sums stated in subsections (a) and (b) of Section 7.03 for Escrow Agent and paying agency fees, expenses and services.

[END OF ARTICLE VIII]

EXECUTED as of the date first written above.

BOARD OF REGENTS OF THE UNIVERSITY
OF TEXAS SYSTEM

By: M. E. P. P.
Executive Vice Chancellor for
Asset Management

AMERITRUST TEXAS NATIONAL ASSOCIATION
AUSTIN, TEXAS

By: Anna Hill
Title: Assistant Vice President

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EXHIBIT "A"

ADDRESSES OF THE BOARD AND
ESCROW AGENT

The Board of Regents of The University of Texas System
210 West 6th Street
Austin, Texas 78701
Attn: John A. Roan

Ameritrust Texas, N.A.
P.O. Box 149036
Austin, Texas 78714-9036
Attn: Peterson Foster

EXHIBIT "B"

DESCRIPTION OF THE DEFEASED OBLIGATIONS

BONDS MATURING ON JULY 1, 2005

<u>Certificate Number</u>	<u>Principal Amount of Certificate</u>	<u>Principal Amount Defeased</u>
4608	\$ 150,000.00	\$ 95,000.00
5120	50,000.00	35,000.00
5480	50,000.00	45,000.00
5793	10,000.00	5,000.00
4709	20,000.00	15,000.00
4879	25,000.00	20,000.00
5313	50,000.00	25,000.00
5078	25,000.00	20,000.00
5880	100,000.00	55,000.00
6027	15,000.00	5,000.00
4511	9,000,000.00	5,880,000.00
4512	9,000,000.00	5,780,000.00
4513	9,000,000.00	6,010,000.00
4514	9,000,000.00	5,965,000.00
4516	9,000,000.00	6,005,000.00
4594	175,000.00	115,000.00
4904	7,900,000.00	5,140,000.00
5266	3,600,000.00	2,430,000.00
5424	3,100,000.00	2,045,000.00
5514	1,000,000.00	685,000.00
5517	1,000,000.00	670,000.00
6048	2,700,000.00	1,780,000.00
5811	175,000.00	120,000.00
5858	1,800,000.00	1,135,000.00
5902	2,950,000.00	2,000,000.00
5904	5,000.00	5,000.00
5908	3,000,000.00	2,035,000.00
5948	50,000.00	35,000.00
5965	8,460,000.00	5,685,000.00
5966	50,000.00	35,000.00
5967	50,000.00	35,000.00
5968	50,000.00	25,000.00
5971	50,000.00	35,000.00
5972	25,000.00	10,000.00
5973	25,000.00	25,000.00
5974	25,000.00	10,000.00
5975	25,000.00	20,000.00
5976	25,000.00	15,000.00
5977	25,000.00	20,000.00
5978	10,000.00	10,000.00
5979	10,000.00	5,000.00

<u>Certificate Number</u>	<u>Principal Amount of Certificate</u>	<u>Principal Amount Defeased</u>
5980	\$ 10,000.00	\$ 5,000.00
5983	10,000.00	10,000.00
6005	100,000.00	60,000.00
6049	10,000.00	10,000.00
6487	50,000.00	45,000.00
6030	11,000,000.00	7,420,000.00
6490	300,000.00	205,000.00
6475	390,000.00	310,000.00
6031	50,000.00	40,000.00
6478	1,110,000.00	820,000.00
6034	30,000.00	20,000.00
6492	85,000.00	70,000.00
6481	1,000,000.00	665,000.00
6465	6,000,000.00	3,970,000.00
6482	10,000.00	10,000.00
6016	175,000.00	125,000.00
6036	17,000,000.00	11,190,000.00
5117	25,000.00	15,000.00
5856	100,000.00	75,000.00
5857	100,000.00	65,000.00
6011	100,000.00	75,000.00
6008	100,000.00	70,000.00
4708	5,000.00	5,000.00
5153	100,000.00	75,000.00
5154	100,000.00	75,000.00
5155	100,000.00	80,000.00
5156	100,000.00	65,000.00
5157	100,000.00	55,000.00
5158	100,000.00	60,000.00
5159	100,000.00	75,000.00
5160	100,000.00	70,000.00
5161	100,000.00	65,000.00
5162	100,000.00	45,000.00
5115	10,000.00	5,000.00
5229	10,000.00	10,000.00
5481	50,000.00	30,000.00
6032	15,000.00	5,000.00
6477	90,000.00	65,000.00
6344	25,000.00	20,000.00
6345	25,000.00	15,000.00
6346	25,000.00	20,000.00
6347	25,000.00	25,000.00
6348	25,000.00	25,000.00
6349	25,000.00	25,000.00
6350	25,000.00	25,000.00
6351	25,000.00	15,000.00
6352	25,000.00	20,000.00
6353	25,000.00	15,000.00
6354	25,000.00	15,000.00
6356	25,000.00	15,000.00
6357	25,000.00	15,000.00

<u>Certificate Number</u>	<u>Principal Amount of Certificate</u>	<u>Principal Amount Defeased</u>
6358	\$ 25,000.00	\$ 20,000.00
6359	25,000.00	15,000.00
6360	25,000.00	15,000.00
6361	25,000.00	20,000.00
6362	25,000.00	25,000.00
6363	25,000.00	20,000.00
6364	25,000.00	15,000.00
6365	25,000.00	20,000.00
6366	25,000.00	5,000.00
6367	25,000.00	15,000.00
6368	25,000.00	25,000.00
6369	25,000.00	15,000.00
6370	25,000.00	15,000.00
6371	25,000.00	20,000.00
6372	25,000.00	25,000.00
6373	25,000.00	20,000.00
6374	25,000.00	20,000.00
6375	25,000.00	10,000.00
6376	25,000.00	20,000.00
6377	25,000.00	10,000.00
6378	25,000.00	20,000.00
6379	25,000.00	15,000.00
6380	25,000.00	20,000.00
6381	25,000.00	15,000.00
6382	25,000.00	15,000.00
6383	25,000.00	25,000.00
6384	25,000.00	15,000.00
6385	25,000.00	15,000.00
6386	25,000.00	20,000.00
6387	25,000.00	15,000.00
6388	25,000.00	5,000.00
6389	25,000.00	20,000.00
6390	25,000.00	25,000.00
6391	25,000.00	15,000.00
6392	25,000.00	10,000.00
6393	25,000.00	20,000.00
6394	25,000.00	15,000.00
6395	25,000.00	10,000.00
6396	25,000.00	25,000.00
6397	25,000.00	15,000.00
6398	25,000.00	10,000.00
6399	25,000.00	20,000.00
6400	25,000.00	15,000.00
6401	25,000.00	10,000.00
6402	25,000.00	15,000.00
6403	25,000.00	25,000.00
6404	25,000.00	25,000.00
6405	25,000.00	15,000.00
6406	25,000.00	15,000.00
6407	25,000.00	25,000.00
6408	25,000.00	15,000.00

<u>Certificate Number</u>	<u>Principal Amount of Certificate</u>	<u>Principal Amount Defeased</u>
6409	\$ 25,000.00	\$ 25,000.00
6410	25,000.00	15,000.00
6411	25,000.00	20,000.00
6412	25,000.00	20,000.00
6413	25,000.00	10,000.00
6414	25,000.00	25,000.00
6415	25,000.00	10,000.00
6416	25,000.00	15,000.00
6417	25,000.00	15,000.00
6418	25,000.00	10,000.00
6419	25,000.00	20,000.00
6420	25,000.00	10,000.00
6421	25,000.00	10,000.00
6422	25,000.00	20,000.00
6423	25,000.00	15,000.00
6424	25,000.00	25,000.00
6425	25,000.00	10,000.00
6426	25,000.00	20,000.00
6427	25,000.00	25,000.00
6428	25,000.00	20,000.00
6429	25,000.00	10,000.00
6430	25,000.00	15,000.00
6431	25,000.00	10,000.00
6432	25,000.00	20,000.00
6433	25,000.00	15,000.00
6434	25,000.00	10,000.00
6435	25,000.00	20,000.00
6436	25,000.00	20,000.00
6437	25,000.00	20,000.00
6438	25,000.00	15,000.00
6439	25,000.00	20,000.00
6440	25,000.00	10,000.00
6441	25,000.00	25,000.00
6442	25,000.00	20,000.00
6443	25,000.00	20,000.00
6444	25,000.00	20,000.00
6445	25,000.00	20,000.00
6446	25,000.00	15,000.00
6447	25,000.00	20,000.00
6448	25,000.00	25,000.00
6449	25,000.00	10,000.00
6450	25,000.00	15,000.00
6451	25,000.00	20,000.00
6452	25,000.00	15,000.00
6453	25,000.00	10,000.00
6454	25,000.00	20,000.00
6455	25,000.00	15,000.00
6456	25,000.00	15,000.00
6457	25,000.00	15,000.00
6458	25,000.00	20,000.00
6459	25,000.00	15,000.00

<u>Certificate Number</u>	<u>Principal Amount of Certificate</u>	<u>Principal Amount Deceased</u>
6460	\$ 25,000.00	\$ 15,000.00
6461	25,000.00	20,000.00
6462	25,000.00	15,000.00
6464	10,000.00	10,000.00
6001	100,000.00	85,000.00
5312	100,000.00	50,000.00
6483	25,000.00	20,000.00
6015	100,000.00	55,000.00
6473	30,000.00	15,000.00
6472	25,000.00	15,000.00
5243	25,000.00	15,000.00
5523	50,000.00	50,000.00
5524	50,000.00	20,000.00
5874	10,000.00	5,000.00
4522	50,000.00	10,000.00
4909	35,000.00	20,000.00
6471	50,000.00	35,000.00
5479	50,000.00	30,000.00
6485	275,000.00	190,000.00
6480	40,000.00	25,000.00
5370	10,000.00	5,000.00
5315	20,000.00	15,000.00
6006	100,000.00	65,000.00
5232	45,000.00	35,000.00
6489	20,000.00	15,000.00
5995	25,000.00	15,000.00
5963	25,000.00	20,000.00
5906	10,000.00	10,000.00
4915	65,000.00	50,000.00
6023	25,000.00	15,000.00
5456	50,000.00	35,000.00
5072	10,000.00	5,000.00
4679	1,000,000.00	680,000.00
4680	1,000,000.00	695,000.00
4681	1,000,000.00	690,000.00
4682	1,000,000.00	685,000.00
5119	35,000.00	25,000.00
5435	10,000.00	5,000.00
5079	75,000.00	40,000.00
5432	25,000.00	20,000.00
5116	20,000.00	20,000.00
6476	20,000.00	20,000.00
5314	20,000.00	15,000.00
5274	100,000.00	80,000.00
4921	100,000.00	70,000.00
4922	100,000.00	80,000.00
4923	100,000.00	60,000.00
4924	50,000.00	30,000.00
5419	10,000.00	10,000.00
5076	20,000.00	15,000.00
5073	50,000.00	30,000.00

<u>Certificate Number</u>	<u>Principal Amount of Certificate</u>	<u>Principal Amount Defeased</u>
4593	\$ 25,000.00	\$ 10,000.00
6491	25,000.00	20,000.00
6033	20,000.00	10,000.00
5854	25,000.00	15,000.00
5233	100,000.00	85,000.00
6493	15,000.00	15,000.00
6051	15,000.00	15,000.00
5792	40,000.00	35,000.00
5077	10,000.00	5,000.00
5810	25,000.00	20,000.00
4598	25,000.00	<u>20,000.00</u>
TOTAL		\$ 86,630,000.00

EXHIBIT "C"

SCHEDULE OF DEBT SERVICE ON DEFEASED OBLIGATIONS

The University of Texas
Austin, Texas

Vinson & Elkins
Austin, Texas

J.P. Morgan Securities Inc.
New York, New York

We have completed our engagement to verify the mathematical accuracy of certain computations contained in schedules prepared on behalf of the Board of Regents of the University of Texas System by J.P. Morgan Securities Incorporated and provided to us by that firm. The bond issue to be defeased (the "Defeased Bonds") is as follows:

\$345,970,000
Board of Regents of the University of Texas System
Permanent University Fund Refunding Bonds,
Series 1985

<u>Dated Date</u>	<u>Principal Amount Issued</u>	<u>Principal to be Defeased</u>	<u>Description</u>
October 15, 1985	\$345,970,000	\$86,630,000	Term Bonds due on and after July 1, 2004

The scope of our engagement consisted of verification of the mathematical accuracy of:

- (1) the computations contained in such schedules to determine that the anticipated receipts from the United States Treasury Notes and United States Treasury STRIPS (collectively, the "Open-Market Securities") will be sufficient to pay, when due, the principal, at early redemption, and the related interest requirements of the Defeased Bonds; and

Board of Regents of the University of Texas System
Vinson & Elkins
J.P. Morgan Securities Inc.

- (2) the computations contained in such schedules to determine that the "yield", on the Open Market Securities does not exceed the yield on the Series 1985 Bonds of 8.90287% as shown in our special report dated November 21, 1985.

The term "yield", as used herein, means that yield which, when used in computing the present worth of all payments of principal and interest to be paid on an obligation, produces an amount equal to, in the case of the Open Market Securities, the purchase price.

We were provided by J.P. Morgan Securities Incorporated with the Trade Confirmation for the purchase of the Open-Market Securities and the Official Statement for the Defeased Bonds. We compared the information contained in the schedules provided to us and used in the preparation of such schedules by J.P. Morgan Securities Incorporated with information set forth in such documents with respect to principal maturity dates and amounts, coupon rates, interest payment dates, dated dates, mandatory and early redemption provisions and purchase prices. We found that the information provided to us and used in the preparation of such schedules by J.P. Morgan Securities Incorporated was in agreement with the above-mentioned information set forth in such documents.

In the course of our verification of the mathematical accuracy of the computations contained in the schedules provided to us by J.P. Morgan Securities Incorporated, we prepared similar schedules based upon the information and assumptions provided to us by that firm. The schedules we prepared are included with this report.

Certain assumptions used in preparation of the schedules are described in the Summary of Assumptions.

In our opinion, the computations contained in the schedules provided to us by J.P. Morgan Securities Incorporated are mathematically accurate. The schedules provided to us by J.P. Morgan Securities Incorporated, and those prepared by us as part of our engagement to verify the mathematical accuracy of the computations contained in such schedules, reflect that:

- (1) the anticipated receipts from the Open-Market Securities will be sufficient to pay, when due, the principal, at early redemption, and the related interest requirements of the Defeased Bonds.
- (2) the yield on the Open-Market Securities is 8.70413%.

Board of Regents of the University of Texas System
Vinson & Elkins
J.P. Morgan Securities Inc.

We express no opinion as to the reasonableness of the assumptions used in preparing such schedules. The terms of our engagement are such that we have no obligation to update this report because of events occurring, or data or information coming to our attention, subsequent to the date of this report.

Tucson, Arizona
March 16, 1990

SUMMARY OF ASSUMPTIONS

BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM

1. For cash flow purposes, all receipts and payments are assumed to be received or paid, respectively, on the scheduled due date, except that:
 - Defeased Bonds due on and after July 1, 2004 are assumed to be redeemed on July 1, 1995 at a redemption price equal to the principal amount and accrued interest thereon.
2. The following information was used to compute the purchase price of the Open-Market Securities placed in the escrow on March 16, 1990:

Description	Maturity Date	Coupon Rate	Principal Amount Purchased	Price	Purchase Price	Accrued Interest	Total Cost
Treasury Notes	6/30/90	7.250%	\$2,867,000.00	99.671875%	\$2,857,592.66	\$43,064.40	\$2,900,657.06
Treasury Notes	12/31/90	6.625%	\$2,968,000.00	98.703125%	\$2,929,508.75	\$40,738.26	\$2,970,247.01
Treasury Notes	6/30/91	8.250%	\$3,070,000.00	99.671875%	\$3,059,926.36	\$52,474.10	\$3,112,400.66
Treasury Notes	12/31/91	7.625%	\$3,195,000.00	98.437500%	\$3,145,078.13	\$49,127.54	\$3,194,205.67
Treasury Notes	6/30/92	8.250%	\$3,313,000.00	99.312500%	\$3,290,223.13	\$56,627.59	\$3,346,850.72
Treasury Notes	12/31/92	9.125%	\$3,430,000.00	101.281250%	\$3,494,203.13	\$65,223.58	\$3,559,426.71
Treasury Notes	6/30/93	8.125%	\$3,607,000.00	98.593750%	\$3,556,276.56	\$60,718.66	\$3,616,995.22
Treasury Notes	12/31/93	7.625%	\$3,755,000.00	96.781250%	\$3,634,133.94	\$57,738.31	\$3,691,874.25
STRIPS	3/15/94	0.000%	\$3,898,000.00	70.134000%	\$2,733,823.32	\$0.00	\$2,733,823.32
STRIPS	11/15/94	0.000%	\$3,898,000.00	67.211000%	\$2,619,884.78	\$0.00	\$2,619,884.78
STRIPS	5/15/95	0.000%	\$90,528,000.00	64.345000%	\$58,250,241.60	\$0.00	\$58,250,241.60
			\$124,549,000.00		\$89,570,894.54	\$425,712.44	\$89,996,607.00

3. No reinvestment interest earnings are assumed on cash held in the escrow from receipt date until used to pay debt service requirements on the Defeased Bonds.
4. Sources and uses of funds are assumed to be as shown on the schedule entitled "Sources and Uses of Funds".

SOURCES AND USES OF FUNDS

BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM

March 16, 1990

SOURCES

Amount to be made available by the University
of Texas \$89,996,607.00

USES

Purchase price of the Open-Market Securities \$89,996,607.00

CASH FLOW

BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM

Date	Beginning Balance	Total Receipts From the Open-Market Securities	Total Debt Service Requirements of the Defeased Bonds	Ending Balance
7/01/90	\$0.00	\$3,898,524.06	\$3,898,350.00	\$174.06
1/01/91	174.06	3,898,523.14	3,898,350.00	347.20
7/01/91	347.20	3,902,208.14	3,898,350.00	4,205.34
1/01/92	4,205.34	3,900,570.64	3,898,350.00	6,425.98
7/01/92	6,425.98	3,896,761.26	3,898,350.00	4,837.24
1/01/93	4,837.24	3,897,100.01	3,898,350.00	3,587.25
7/01/93	3,587.25	3,896,693.76	3,898,350.00	1,931.01
1/01/94	1,931.01	3,898,159.38	3,898,350.00	1,740.39
7/01/94	1,740.39	3,898,000.00	3,898,350.00	1,390.39
1/01/95	1,390.39	3,898,000.00	3,898,350.00	1,040.39
7/01/95	1,040.39	90,528,000.00	90,528,350.00	690.39
		<u>\$129,512,540.39</u>	<u>\$129,511,850.00</u>	

(1) Actual receipt dates are as shown on our schedule entitled "Receipts from the Open-Market Securities".

RECEIPTS FROM THE OPEN-MARKET SECURITIES

BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM

Receipt Date	Coupon Rate	Principal	Interest	Total Receipts from the Open-Market Securities
6/30/90	7.250%	\$2,867,000.00(1)	\$1,031,524.06	\$3,898,524.06
12/31/90	6.625%	2,968,000.00(1)	930,523.14	3,898,523.14
6/30/91	8.250%	3,070,000.00(1)	832,208.14	3,902,208.14
12/31/91	7.625%	3,195,000.00(1)	705,570.64	3,900,570.64
6/30/92	8.250%	3,313,000.00(1)	583,761.26	3,896,761.26
12/31/92	9.125%	3,450,000.00(1)	447,300.01	3,897,100.01
6/30/93	8.125%	3,607,000.00(1)	289,693.76	3,896,693.76
12/31/93	7.625%	3,755,000.00(1)	143,159.38	3,898,159.38
5/15/94	0.000%	3,898,000.00(2)	0.00	3,898,000.00
11/15/94	0.000%	3,898,000.00(2)	0.00	3,898,000.00
5/15/95	0.000%	90,528,000.00(2)	0.00	90,528,000.00
		<u>\$124,549,000.00</u>	<u>\$4,963,540.39</u>	<u>\$129,512,540.39</u>

- (1) United States Treasury Notes.
 (2) United States Treasury STRIPS.

DEBT SERVICE REQUIREMENTS OF THE DEFEASED BONDS
 BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM

Debt Service Payment Date	Defeased Bonds \$345,970,000 Issue Dated October 15, 1985			Total Debt Service Requirements of the Defeased Bonds
	Coupon Rate	Principal	Interest	
7/01/90				
1/01/91			\$3,898,350.00	\$3,898,350.00
7/01/91			3,898,350.00	3,898,350.00
1/01/92			3,898,350.00	3,898,350.00
7/01/92			3,898,350.00	3,898,350.00
1/01/93			3,898,350.00	3,898,350.00
7/01/93			3,898,350.00	3,898,350.00
1/01/94			3,898,350.00	3,898,350.00
7/01/94			3,898,350.00	3,898,350.00
1/01/95			3,898,350.00	3,898,350.00
7/01/95	(1)	\$86,630,000.00	3,898,350.00	3,898,350.00
				90,528,350.00
		<u>\$86,630,000.00</u>	<u>\$42,881,850.00</u>	<u>\$129,511,850.00</u>

Mandatory Redemption Date	Coupon Rate	Principal Amount
7/01/04	9.00%	\$37,685,000.00
7/01/05	9.00%	48,945,000.00
		<u>\$86,630,000.00</u>

(1) Early redemption provisions are as shown in the Summary of Assumptions. Original principal mandatory redemption dates, amounts, and coupon rates are as shown above.

COMPUTATION OF YIELD ON THE OPEN-MARKET SECURITIES
 BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM

Receipt Date	Total Receipts from the Open-Market Securities	Present Value of Future Receipts at March 16, 1990, Using a Semiannually Compounded Yield of 8.70413%
6/30/90	\$3,898,524.06	\$3,803,739.11
12/31/90	3,898,523.14	3,644,238.44
6/30/91	3,902,208.14	3,496,381.64
12/31/91	3,900,570.64	3,348,364.37
6/30/92	3,896,761.26	3,206,343.86
12/31/92	3,897,100.01	3,072,161.29
6/30/93	3,896,693.76	2,944,424.82
12/31/93	3,898,159.38	2,822,019.11
5/15/94	3,898,000.00	2,733,815.41
11/15/94	3,898,000.00	2,619,799.99
5/15/95	90,528,000.00	58,305,318.96
	<u>\$129,512,540.39</u>	<u>\$89,996,607.00</u>

The present value of the future receipts is equal to the purchase price of the Open-Market Securities

\$89,996,607.00

2. U. T. Board of Regents: Adoption of Master Resolution Establishing The University of Texas System Revenue Financing System; Adoption of Supplemental Resolution Approving and Authorizing Issuance of Commercial Paper Notes in an Aggregate Principal Amount at Any One Time Outstanding Not to Exceed \$100,000,000 (Except for a Promissory Note Under the Credit Agreement); Approval of a Credit Agreement with Morgan Guaranty Trust Company of New York, New York; Appointment of McCall, Parkhurst & Horton, Dallas, Texas, as Bond Counsel, Goldman Sachs & Co., New York, New York, as Dealer/Remarketing Agent, and Morgan Guaranty Trust Company of New York, New York, as Paying Agent/Registrar; and Authorization for Officers of U. T. System to Complete Transactions.--At the request of Chairman Beecherl, Executive Vice Chancellor for Asset Management Patrick reviewed the recommendations related to the proposed establishment of The University of Texas System Revenue Financing System and the actions associated with the initiation of that program.

Following Mr. Patrick's presentation, the Board unanimously:

- a. Adopted the Master Resolution
- (1) Establishing a new System-wide financing structure for all revenue supported capital improvement projects
 - (2) Pledging, subject to prior encumbrances, all of the revenues and fund balances now or hereafter lawfully available to the U. T. Board of Regents for payments on debt service including the Tuition Fee and the General Fee but not including (a) the interest of the U. T. System in the Available University Fund; (b) HEAF funding available to U. T. Pan American; (c) general appropriations; (d) MSRDP; and (e) the building use fee pledged to the U. T. Austin Building Revenue Refunding Bonds, Series 1986
 - (3) Providing for the use of supplemental resolutions for the authorization and sale of parity debt under the Resolution
 - (4) Providing for the release and admission of Members of the financing system
 - (5) Providing for certain covenants and agreements and resolving other matters related to the establishment of the financing system.
- b. Adopted the Supplemental Resolution
- (1) Authorizing the issuance of commercial paper notes in an aggregate principal amount at any one time outstanding not to exceed \$100,000,000 except for a promissory note under the credit agreement to finance principal and accrued interest which may not exceed \$108,000,000

- (2) Authorizing the Executive Vice Chancellor for Asset Management to act on behalf of the Board in the selling and delivery of such commercial paper notes and to approve and execute (a) the Credit Agreement between the U. T. Board of Regents and Morgan Guaranty Trust Company of New York for up to \$108,000,000 to provide a credit facility to cover principal and interest on outstanding commercial paper notes; (b) the Dealer Agreement with Goldman Sachs & Co., New York, New York, providing for the sale and remarketing of commercial paper; and (c) the Paying Agent/Registrar Agreement with Morgan Guaranty Trust Company of New York providing for payment of principal and interest on commercial paper
- (3) Providing for certain covenants and agreements and resolving other matters related to the establishment of the commercial paper program
- c. Appointed McCall, Parkhurst & Horton, Dallas, Texas, as Bond Counsel
 - d. Appointed Goldman Sachs & Co., New York, New York, as Dealer/Remarketing Agent
 - e. Appointed Morgan Guaranty Trust Company of New York, New York, as Paying Agent/Registrar
 - f. Authorized certain officers and employees of the U. T. System to take any and all steps necessary to carry out the intentions of the U. T. Board of Regents to establish the Revenue Financing System as provided in the Master and Supplemental Resolutions.

Note: The Master and Supplemental Resolutions, with related attachments, which were before the Board are not included in the Minutes but are on file in the Office of the Board of Regents.

In 1986, the General Revenue Financing program was established which initiated the concept of a combined pledge of revenues by the U. T. System component institutions in revenue bond financing. Currently, \$105.8 million in revenue bond financing has been approved as part of \$153.8 million of Capital Improvement Program (CIP) projects. The present revenue bond financing program is not structured to finance projects such as research buildings since they are not auxiliary enterprises. The new program expands the pledge to include all legally available revenues and fund balances and is designed to provide for reduced costs and greater flexibility to the U. T. Board of Regents as well as additional security to the credit markets. A commercial paper note program was recommended as a low cost form of interim financing for component projects. The first sale of notes will refund existing General Revenue Subordinate Lien Notes in the amount of \$24,760,000. Additional sales of notes will provide financing for projects approved through the CIP.

See Page 39 related to guidelines governing the administration of The University of Texas System Revenue Financing System.

3. U. T. Board of Regents: Approval of Guidelines Relating to the Administration of The University of Texas System Revenue Financing System.--Upon adoption of the Master Resolution establishing The University of Texas System Revenue Financing System, the Board, following a detailed discussion, approved the internal guidelines set forth on Pages 40 - 42 governing the use of revenue bond financing by Members to ensure the continued strong financial standing of each of the Members.

The guidelines detail the project and Member financial evaluation standards for issuance and allocation of debt which will assist the U. T. Board of Regents in meeting requirements in the credit markets for superior financial strength. The guidelines are also intended to provide flexibility to the U. T. Board of Regents in meeting the needs of the Members while addressing the concerns of administrators and faculty as to use of the U. T. System's capacity to issue bonds on behalf of the Members and the use of specific sources of revenue for debt service.

The Board reported that the project/financing evaluations noted in the Guidelines would be a shared responsibility of the Office of Asset Management, the Office of Business Affairs, and the several components and would be provided to the U. T. Board of Regents as a part of the capital budgeting process.

See Page 37 related to the adoption of a Master Resolution establishing The University of Texas System Revenue Financing System.

BOARD OF REGENTS GUIDELINES GOVERNING ADMINISTRATION OF THE
UNIVERSITY OF TEXAS SYSTEM REVENUE FINANCING SYSTEM

The purpose of the Revenue Financing System is to provide a System-wide financing program with which to finance capital improvement projects using debt secured by resources other than the Permanent University Fund. The guiding principle underlying administration of the Revenue Financing System is that allocations of debt proceeds shall be contingent upon a Board determination that a component institution can prudently meet its proportionate share of debt service with its own financial resources. All decisions including Board actions shall be premised upon the observation of this principle.

Administration of the Revenue Financing System shall be the shared responsibility of the Office of Asset Management, Office of Business Affairs and individual component institutions.

Component institutions are not automatically admitted as members of the Revenue Financing System. Admittance shall require approval of the Board. All component institutions constituting The University of Texas System as of April 12, 1990 shall be members of the Revenue Financing System.

1. Approval of Revenue Financing System Indebtedness for CIP Projects

All capital improvement projects to be funded in part or in whole with Revenue Financing System bond proceeds must receive a recommendation for allocation of debt proceeds from the Office of Asset Management prior to being approved by the Board for inclusion in the capital budget. Recommendations of allocations of proceeds shall be given by the Office of Asset Management upon the completion of a financing evaluation concluding that the individual component institution proposing the project may prudently service its proportionate share of debt with its own financial resources. The financing evaluation shall include:

- a. Three levels of debt capacity & repayment analysis:
 - project level
 - component level
 - System level; with emphasis on maintaining or improving the current debt rating.
- b. Financial Statement analysis:
 - 5 year history
 - trend analysis
 - evaluation of basis for projections.

5 year projections
- verification of assumptions
- risk adjustment of revenues

- c. Sensitivity Analysis:
- worst, probable and best cases
- d. Application of tests:
- debt service coverage
- leverage

The Board shall determine the sequence of funding and the terms of Revenue Financing System debt issues.

2. Issuance of Revenue Financing System Debt

Revenue Financing System debt shall be issued pursuant to a resolution and supplements specifying the terms of each issue.

Subject to outstanding debt with overlapping revenue pledges, Revenue Financing System debt shall be secured by a first lien on member institution revenues and fund balances lawfully available to the Board for payments of debt service except revenues and fund balances comprising: (a) the Available University Fund (b) Higher Education Assistance Funds (c) State of Texas general revenue fund appropriations unless specifically appropriated for debt service (d) M.S.R.D.P. income; unless and to the extent specifically pledged with the consent of a member institution.

After the establishment of the Revenue Financing System, no additional debt may be issued at parity with any outstanding debt secured in whole or in part with the pledged revenues.

3. Allocation of Debt Proceeds to Members

Revenue Financing System debt proceeds shall be advanced to a member institution and repaid to the Board in accordance with a financing agreement.

Advances shall be made at the time that the Board issues Revenue Financing System debt to fund a member institution's project. Proceeds shall be held and invested by the Office of Asset Management until disbursed to a member institution in reimbursement of project costs or directly to vendors to pay financing costs. Advances pursuant to each supplement shall be evidenced by a single promissory note payable to the order of the Board in a principal amount equal to the aggregate unpaid principal amount of the advances. Each advance shall bear interest at a rate equal to that rate paid by the Board on the Revenue Financing System debt issued to fund the advances.

4. Anticipated Payment Deficit by a Member

It is the intent of the Board that all debt service payments be made on a timely basis. In any circumstance where the Board determines that a member institution will be unable to satisfy its proportionate share of debt service, the Board may take any and all actions, including raising the general fee without limit at said institution or any other member institution.

5. Member Institution Duties

- a. Each member shall furnish to the Office of Business Affairs five year projections of its balance sheet, statement of changes in funds balances and statement of current revenues and expenditures.
- b. Each member in establishing its annual budget shall provide for the payment of its proportionate share of Revenue Financing System debt service.
- c. Each member shall establish and use its reasonable efforts to collect fees and other charges for goods and services in order to generate revenue sufficient to meet all of its financial obligations.
- d. Each member shall make available its proportionate share of Revenue Financing System debt service at such time and places as directed by the Office of Asset Management in order to enable the Board to pay Revenue Financing System debt service.
- e. Each member shall not incur additional debt (including leases) except as permitted by the Board.
- f. Each member shall inform the Office of Business Affairs and the Office of Asset Management of any material change in its financial condition which would have a negative impact on its five year projections.

4. U. T. Board of Regents - Regents' Rules and Regulations, Part One: Amendments to Chapter VI (Student Services and Activities).--In order to provide more definitive notice to students concerning standards of conduct and to provide administrative officers of The University of Texas System component institutions with more concise guidelines for implementing disciplinary procedures, approval was given to amend the Regents' Rules and Regulations, Part One, Chapter VI (Student Services and Activities) to read as follows:

CHAPTER VI

STUDENT SERVICES AND ACTIVITIES INCLUDING FACILITIES USE

Sec. 1. General Provisions.

- 1.1 These policies and regulations apply to all component institutions of the System and shall be implemented appropriately in the Handbook of Operating Procedures for each institution.
- 1.2 When the designation "chief student affairs officer" appears in this Chapter, reference is made to the administrative officer or officers directly responsible for student affairs at each component institution. The designation "Dean of Students" or "Dean" in the context of this Chapter shall refer to the administrative officer or officers directly responsible for the administration of the disciplinary process at each component institution.
- 1.3 All authority held and exercised by a chief student affairs officer is delegated to that officer by the chief administrative officer. Any action taken by the chief student affairs officer is subject to review by the chief administrative officer.
- 1.4 The chief student affairs officer shall be the administrative officer primarily responsible for the development and administration of policies relating to students, for the development and implementation of services to students, and for the initial preparation of institutional regulations that will implement the policies and regulations set forth in this Chapter.
- 1.5 Any individual student, group of students, or student organization may petition the Board on any matter relating to these policies and regulations (other than a disciplinary action) through the chief student affairs officer, the chief administrative officer, the appropriate Executive Vice Chancellor, and the Chancellor.

Sec. 2. Definitions.

- 2.1 Student.--The following persons shall be considered students for purposes of these policies and regulations:
- 2.11 A person currently enrolled at a component institution of the System.
- 2.12 A person accepted for admission or readmission to a component institution of the System.
- 2.13 A person who has been enrolled at a component institution of the System in a prior semester or summer session and is eligible to continue enrollment in the semester or summer session that immediately follows.
- 2.14 An individual for prohibited conduct that occurred while an individual was a student.
- 2.2 Campus.--The campus consists of all real property, buildings or facilities owned or controlled by the component institution.

Sec. 3. Student Conduct and Discipline.

- 3.1 The component institutions shall adopt rules and regulations concerning student conduct and discipline. Such rules shall be in compliance with the Regents' Rules and Regulations and shall become effective upon review and approval by the appropriate Executive Vice Chancellor. Each student is responsible for notice of and compliance with the provisions of the Regents' Rules and Regulations and the rules of the component institution.
- 3.2 All students are expected and required to obey the law, to comply with System and institutional rules and with directives issued by an administrative official in the course of his or her authorized duties, and to observe standards of conduct appropriate for an academic institution.
- 3.21 Any student who engages in conduct that is prohibited by System or institutional rules or by federal, state, or local law is subject to discipline whether such conduct takes place on or off campus or whether civil or criminal penalties are also imposed for such conduct.
- 3.22 Any student who commits an act of scholastic dishonesty is subject to discipline. Scholastic dishonesty includes but is not limited to cheating, plagiarism, collusion, the submission for credit of any work or materials that are attributable in whole or in part to another person, taking an examination for another

- person, any act designed to give unfair advantage to a student or the attempt to commit such acts.
- 3.23 Any student who is guilty of the illegal use, possession and/or sale of a drug or narcotic on the campus of a component institution is subject to discipline. If a student is found guilty of the illegal use, possession, and/or sale of a drug or narcotic on campus, the minimum penalty shall be suspension from the institution for a specified period of time and/or suspension of rights and privileges.
- 3.24 Any student who engages in conduct that endangers the health or safety of any person on the campus of a component institution or any property, building, or facility owned or controlled by the System is subject to discipline.
- 3.25 Any student who, acting singly or in concert with others, obstructs, disrupts or interferes with any teaching, educational, research, administrative, disciplinary, public service, or other activity or public performance authorized to be held or conducted on campus or on property owned or controlled by the System is subject to discipline. Obstruction or disruption includes but is not limited to any act that interrupts, modifies or damages utility service or equipment, communication service or equipment, university computers, computer programs, computer records or computer networks accessible through the university's computer resources.
- 3.26 Any student who engages in speech, either orally or in writing, that is directed to inciting or producing imminent lawless action and is likely to incite or produce such action is subject to discipline.
- 3.27 Any student who appropriates university resources for private gain is subject to discipline.
- 3.28 Any student who, acting singly or in concert with others, engages in hazing is subject to discipline. Hazing in state educational institutions is prohibited by state law (Sections 4.51 to 4.58, Texas Education Code). Hazing with or without the consent of a student whether on or off campus is prohibited, and a violation of that prohibition renders both the person inflicting the hazing and the person submitting to the hazing subject to discipline. Initiations or

activities of organizations may include no feature which is dangerous, harmful, or degrading to the student, and a violation of this prohibition renders both the organization and participating individuals subject to discipline.

3.29 A student who alters any official record of the component institution or who submits false information or omits requested information that is required for or related to an application for admission, the award of a degree, or any official record of the institution is subject to discipline.

3.2(10) Any student who defaces, mutilates, destroys or takes unauthorized possession of any property of a component institution or the System is subject to discipline.

3.2(11) A student is subject to discipline for prohibited conduct that occurs while participating in off-campus activities sponsored by a component institution including field trips, internships, rotations or clinical assignments.

3.2(12) A student who receives a period of suspension as a disciplinary penalty is subject to further disciplinary action for prohibited conduct that takes place on campus during the period of suspension.

3.3 A former student who has been suspended or expelled for disciplinary reasons is prohibited from being on the campus of any component institution during the period of such suspension or expulsion without prior written approval of the chief student affairs officer of the institution at which the suspended or expelled student wishes to be present.

3.4 The Dean of Students shall have primary authority and responsibility for the administration of student discipline at each institution. It shall be the Dean's duty to investigate allegations that a student has engaged in conduct that is prohibited by the Regents' Rules and Regulations, the rules and regulations of the institution, specific instructions issued by an administrative official of the institution in the course of his or her authorized duties, or any provisions of federal, state, and/or local laws. In such cases, the Dean may proceed with disciplinary action, notwithstanding any action taken by other authorities.

3.41 The Dean of Students may take immediate interim disciplinary action, including suspension

- pending a hearing, against a student for violation of a rule or regulation of the System or of the institution when the continuing presence of the student poses a danger to persons or property or an ongoing threat of disrupting any authorized university activity.
- 3.42 The Dean may authorize interim withholding of a student's grades, degree or official transcript when such withholding would be in the best interest of the institution.
- 3.43 The Dean may summon the student for purposes of discussing the allegations by mailing to the address appearing in the registrar's records a written request for the student to appear at a certain place and time at least three weekdays after the date of the letter. If the Dean of Students determines that allegations of misconduct are not unfounded, the Dean shall notify the student of the allegations and proceed under Subdivision 3.44 or Subsection 3.5 as appropriate. If a student fails to appear without a valid reason, the Dean may implement hearing procedures in the absence of the student or may bar or cancel the student's enrollment until the student appears or responds to the summons.
- 3.44 In any case where the accused student does not dispute the facts upon which the charges are based and executes a written waiver of the hearing procedures specified in Subsection 3.5, the Dean of Students shall assess a penalty pursuant to Subsection 3.6 that is appropriate to the charges and inform the student of such action in writing. The minimum penalty that the Dean may assess when a student admits illegal use, possession, and/or sale of a drug or narcotic on campus is the penalty prescribed in Subdivision 3.23 of this Section.
- 3.45 The decision of the Dean of Students on penalty may be appealed as in the case of a decision rendered subsequent to a hearing in accordance with Subsection 3.5. The appeal is limited to the issue of penalty and no transcript will be required.

3.5

In those cases in which the accused student disputes the facts upon which the charges are based, such charges shall be heard and determined by a fair and impartial person, hereinafter called the Hearing Officer, selected in accordance with procedures adopted by the institution.

3.51 Except in those cases where immediate interim disciplinary action has been taken under authority of Subdivisions 3.41 and/or 3.42, the accused student shall be given at least ten (10) days' notice of the date, time, and place for such hearing and the name of the Hearing Officer. The notice shall include a written statement of the charge(s) and a summary statement of the evidence supporting such charge(s). The notice shall be delivered in person or mailed to the student at the address appearing in the registrar's records. Hearings held following interim disciplinary action under Subdivisions 3.41 and/or 3.42 will be held under the same procedures set forth below, but will be held as soon as practicable within ten (10) days after the interim disciplinary action has been taken.

3.52 Upon a hearing of the charges, the institutional representative has the burden of going forward with the evidence and the burden of proving the charges by the greater weight of the credible evidence.

3.53 The hearing shall be conducted in accordance with procedures adopted by the institution and that assure both parties (institutional representative and the accused student) the following minimal rights:

- (1) Each party shall provide the other party a list of witnesses, a brief summary of the testimony to be given by each, and a copy of documents to be introduced at the hearing at least three days prior to the hearing.
- (2) Each party shall have the right to appear and present evidence in person or through a designated representative or counsel of choice.
- (3) Each party, or his or her designated representative or counsel, shall have the right to cross-examine witnesses.

- (4) The hearing will be recorded. If either party desires to appeal the finding, the record will be transcribed and both parties will be furnished a copy of the transcript.
- 3.54 The accused student may challenge the impartiality of the Hearing Officer up to three days prior to the hearing. The Hearing Officer shall be the sole judge of whether he or she can serve with fairness and objectivity. In the event the Hearing Officer disqualifies himself or herself, a substitute will be chosen in accordance with procedures adopted by the institution.
- 3.55 The Hearing Officer shall render and send to both parties a written decision which shall contain findings of facts and conclusions as to the guilt or innocence of the accused student and shall assess a penalty or penalties pursuant to Subsection 3.6. If the Hearing Officer finds the student guilty of the illegal use, possession, and/or sale of a drug or narcotic on campus, the Hearing Officer must assess a minimum penalty as provided in Subdivision 3.23 of this Section.
- 3.6 The following penalties may be assessed by the Dean of Students or the Hearing Officer in accordance with the procedures specified in Subdivisions 3.41, 3.42, 3.44 and 3.55:
- 3.61 Disciplinary probation.
- 3.62 Withholding of grades, official transcript and/or degree.
- 3.63 Bar against readmission.
- 3.64 Restitution or reimbursement for damage to or misappropriation of institutional or System property.
- 3.65 Suspension of rights and privileges, including participation in athletic or extracurricular activities.
- 3.66 Failing grade for an examination or assignment or for a course and/or cancellation of all or any portion of prior course credit.
- 3.67 Denial of degree.
- 3.68 Suspension from the institution for a specified period of time.
- 3.69 Expulsion (permanent separation from the institution).
- 3.6(10) Revocation of degree and withdrawal of diploma.
- 3.6(11) Other penalty as deemed appropriate under the circumstances.
- 3.7 Appeal Procedures.--A student may appeal a disciplinary action taken by the Dean

or the Hearing Officer in accordance with the following procedures:

3.71 Within fourteen (14) days after the parties have been notified of the decision, either or both parties may give notice of appeal to the chief administrative officer of the institution. If the decision is sent by mail, the date the decision is mailed initiates the fourteen (14) day period. The decision will be reviewed on the basis of the transcript, if any, and evidence considered at the hearing. In order for the appeal to be considered, all the necessary documentation to be filed by the appealing party, including written argument, must be filed with the chief administrative officer within fourteen (14) days after notice of appeal is given and the transcript, if any, is available. Both parties may, at the discretion of the chief administrative officer, present oral argument.

3.72 The chief administrative officer may approve, reject, or modify the decision in question or may require that the original hearing be reopened for the presentation of additional evidence and reconsideration of the decision. It is provided, however, that if the finding as to guilt is upheld in a case involving the illegal use, possession, and/or sale of a drug or narcotic on campus, the penalty may not be reduced below the minimum penalty prescribed by Subdivision 3.23 of this Section.

3.73 The action of the chief administrative officer shall be communicated in writing to the student and the Dean of Students within thirty (30) days after the appeal and related documents have been received. The decision of the chief administrative officer is the final appellate review.

3.8 Each component institution shall maintain a permanent written disciplinary record for every student assessed a penalty of suspension, expulsion, denial or revocation of degree and/or withdrawal of diploma. A record of scholastic violations shall be maintained for at least five years unless the record is permanent in conjunction with the above stated penalties. A disciplinary record shall reflect the nature of the charge, the disposition of the charge, the penalty assessed and any other pertinent information. This disciplinary record shall be

separate from the student's academic record, shall be treated as confidential, and shall not be revealed except upon written request of the student or in accordance with applicable state or federal laws.

Sec. 4. Student Organizations.

- 4.1 An organization in which membership is limited to students (recognizing that faculty and staff may also be members) of a component institution may become a registered student organization at that institution by complying with the registration procedures established by the chief student affairs officer.
- 4.2 The chief student affairs officer, with the approval of the chief administrative officer, may establish regulations requiring faculty or staff advisers for registered student organizations.
- 4.3 A registered student organization may state that its membership is composed of students, or of students, faculty, and/or staff, of a component institution, but it shall not suggest or imply that it is acting with the authority or as an agency of that institution. A student organization shall not use the name of a component institution or the name of The University of Texas System as a part of the name of the organization, and it shall neither display the seal of either a component institution or The University of Texas System in connection with any activity of the organization nor use such seal or seals as a part of any letterhead, sign, banner, pamphlet, or other printed material that bears the name of the organization.
- 4.4 The chief student affairs officer, with the approval of the chief administrative officer, may issue regulations governing the eligibility of students for participation in organized activities.
- 4.5 Each component institution may establish a committee or committees to assist the chief student affairs officer in overseeing the programs of registered student organizations.
- 4.6 Any student organization is subject to disciplinary action or revocation of registration as a student organization for violation of a rule or regulation of the System and/or of the institution at which the organization is registered.
- 4.7 The chief administrative officer of each component institution of the System shall require and enforce the following:
 - 4.71 As a condition to being a registered student organization or

group during a semester, every registered student organization or group shall furnish to the appropriate institutional officer at the beginning of each such semester a complete list of officers or other members of the organization or group who are authorized to speak for or represent the organization or group in its relations with the institution and who are authorized to receive for the organization or group official notices, directives, or information from the institution. Each such list shall be kept current and accurate throughout the semester by the organization or group, and it shall be conclusively presumed that the officers or members whose names are on the list most recently filed by the organization or group are authorized to speak for and represent the organization or group in its relations with the institution and are authorized to receive for the organization or group official notices, directives, or information from the institution.

4.72

No registered student organization or group may have any person as a member who is not either a student or a member of the faculty or staff of the institution. Except pursuant to the provisions of Subsection 6.(10) of this Chapter, no organization or group, whether registered or not, may use any facility of any component institution of the System if it has as a member any person who is not either a student or a member of the faculty or staff of the institution.

4.73

At the beginning of each semester, each registered student organization or group must file with the appropriate institutional officer a written statement that the organization or group does not, and will not during the semester, have as a member any person who is not either a student or a member of the faculty or staff of the institution. If an organization or group fails or refuses to file the required statement, or if the Dean of Students determines that the statement is or has become false, the Dean of Students, after providing notice, shall begin disciplinary proceedings. The Dean or Hearing Officer may cancel

the registered status of the organization or group or impose other appropriate penalties.

4.74 No organization or group, whether registered or not, may use the facilities of any component institution as long as it owes a monetary debt to the institution and the debt is considered delinquent by the crediting institutional agency.

4.8 No component institution shall register any student organization or group whose actions or activities, in the opinion of the chief administrative officer or the appropriate Executive Vice Chancellor, are inimical to the educational purpose and work of the institution.

4.9 A registered student organization whose registered status has been cancelled by the Dean of Students pursuant to Subdivisions 4.73 or 6.63 of this Chapter may apply for re-registration not less than six months following the date of such cancellation.

Sec. 5. Participation in Student Government.

5.1 Students' Associations.--Students' associations currently authorized at the component institutions of the System are hereby approved. They shall have such jurisdictions and shall exercise such powers as the Board may now or hereafter delegate to them.

5.11 Constitutions and Bylaws Approved.--The constitutions and bylaws of the several associations in force at the date of adoption of these Rules and Regulations are hereby approved.

5.12 Mode of Amending Constitutions and Bylaws.--An amendment to the constitution or bylaws of a students' association may be adopted by an association, in accordance with its constitution and laws, but the change shall not become effective until transmitted to and acted upon by the chief student affairs officer, the chief administrative officer, the appropriate Executive Vice Chancellor, and the Chancellor and approved by the Board. Amendments to internal rules of procedure do not require administrative approval.

5.13 Amendment or Repeal by Regents.--The Board shall amend or repeal any portion of the constitution and bylaws of a students' association when, in the judgment of the Board, the interests of the particular institution shall require it.

- 5.14 Amendment or Repeal by the Chief Student Affairs Officer.--The chief student affairs officer shall have the power, when in his or her judgment the interests of the institution require it, to amend or repeal any provision in the constitution or bylaws of the particular association, but such action shall be in force only until the next meeting of the Board when Subdivision 5.13, above, shall become applicable.
- 5.15 Salaried Employees.--All persons officially employed on salary by or under the direct supervision of a students' association shall be subject to approval by the chief student affairs officer and the chief administrative officer.
- 5.16 Annual Financial Reports.--Every officially recognized students' association shall make annually a complete financial report to the institutional chief business officer and shall make such special reports as may be called for by such business officer. A duplicate copy of each report shall be filed with the chief student affairs officer. Committees and administrative units of a students' association shall make such interim reports of financial condition as may be required by the chief student affairs officer.
- 5.2 The students' association on each campus shall be a recognized forum of student opinion.
- 5.21 When a students' association takes a position with reference to issues directly related to a component institution and its operations, its recommendations shall go through the chief student affairs officer, the chief administrative officer, the appropriate Executive Vice Chancellor, and the Chancellor to the Board.
- 5.22 When a students' association takes a position on non-University issues, it shall make clear the fact that it does not speak for the institution.
- 5.23 A students' association may conduct polls, initiate petitions, and/or establish forums for debate or discussion under conditions approved by the chief student affairs officer.

5.24 Officers of a students' association may so identify themselves when they express their personal views, but they shall then make it clear that they are not speaking for the institution, or for the student body, and they shall make it clear they are not speaking for the students' association unless the legislative body of that association has authorized the statement in advance.

Sec. 6. Use of University-Owned Facilities.

6.1 The campuses of the component institutions of The University of Texas System and the property, buildings or facilities owned or controlled by the System are not open for assembly and expression of free speech as are the public streets, sidewalks and parks. The responsibility of the Board of Regents to operate and maintain an effective and efficient system of institutions of higher education requires that the time, place, and manner of the exercise of the right of assembly and free speech on the grounds and in the buildings and facilities of the various component institutions be regulated. Acting pursuant to the general authority of Chapter 65 of the Texas Education Code and the specific authority of Chapter 51 of the Texas Education Code, the Board of Regents adopts and promulgates the Rules and Regulations of this Section and this Chapter relating to the use of institutional buildings, grounds and other facilities for purposes other than regular academic use.

6.2 Identification Required.

(a) Pursuant to the authority conferred upon the Board of Regents by Section 51.209, Texas Education Code, in order to protect the safety and welfare of students and employees of the component institutions of the System and to protect the property of the System, it is hereby declared that it shall be unlawful for any person on any property either owned or controlled by the System or any component institution to refuse to identify himself or herself to an institutional representative in response to a request. For the purpose of this Subsection, a person identifies himself or herself by: (1) giving his or her name and complete address; and (2) stating truthfully whether or not he or she is a

- student at the institution and whether or not he or she is an employee of the institution.
- (b) For the purpose of Subsection (a), an "institutional representative" is:
- (1) any member of the Board of Regents or the Executive Secretary to the Board;
 - (2) any administrative officer of the System, including the Chancellor, Executive Vice Chancellors, Vice Chancellors, and the Director of Police;
 - (3) any administrative officer of the component institution, including the chief administrative officer, assistants to the chief administrative officer, vice presidents, dean of students, and any associate or assistant dean of students; and
 - (4) any attorney, peace officer, or security officer of the System or the institution.
- (c) Any person who refuses to identify himself or herself in accordance with Subsection (a) is guilty of a misdemeanor and upon conviction is punishable by a fine of not more than \$200.
- (d) Any student or employee who refuses to identify himself or herself in accordance with Subsection (a) is, in addition to the penalty prescribed in Subsection (c), subject to discipline.

6.3

Pursuant to the authority conferred upon the Board of Regents by Sections 51.202 and 51.204, Texas Education Code, in order to protect the safety and welfare of students and employees of the component institutions of the System and to protect the property of the System, it is hereby declared that it shall be unlawful for any person to enter, walk, run, lie, play, remain, or be in the water of any fountain or other artificial body of water located on the campus of any component institution unless such person shall have theretofore been granted permission by the chief administrative officer of that institution to enter, remain, or be in such water.

- (a) It shall further be unlawful for any person to dump, throw, place, or cause to be placed any material, object, trash, waste, or debris in the water of any fountain or other artificial body of water located on the campus of any component institution of the System.

- (b) It shall also be unlawful for any person to damage, deface, or remove any portion of any fountain, monument, or memorial located on the campus of any component institution of the System.
- (c) Any person who violates any portion of Subsection 6.3 shall upon conviction thereof be punished by a fine of not more than \$200.
- (d) Any student or employee who violates any portion of Subsection 6.3 shall, in addition to the penalty prescribed above, be subject to discipline.

6.4 The use of intoxicating beverages is prohibited in classroom buildings, laboratories, auditoriums, library buildings, museums, faculty and administrative offices, intercollegiate and intramural athletic facilities, and all other public campus areas. However, with the prior consent of the chief administrative officer, the foregoing provisions of this Subsection may be waived with respect to any specific event which is sponsored by the institution. In any case, state law will be strictly enforced at all times on all property controlled by the System and its component institutions.

6.5 No individual, organization, group, association, or corporation may use the grounds, buildings, or facilities owned or controlled by any component institution or by the System except as permitted by the provisions of the Regents' Rules and Regulations and approved institutional rules and regulations.

6.6 Solicitation.

- 6.61 The term "solicitation" as used herein means the sale or offer for sale of any property or service, whether for immediate or future delivery; the distribution of material that is designed to encourage the purchase or rental of any property, product, or service; the oral or written appeal or request to support or join an organization other than a registered student, faculty, or staff organization; the receipt of or request for any gift or contribution; and the request that a vote be cast for or against a candidate, issue, or proposition appearing on the ballot at any election held pursuant to state or federal law.
- 6.62 No solicitation shall be conducted in any building, structure, or facility of any component institution or of the System. The following activities shall be deemed not to be

solicitations prohibited by this Subsection if they are conducted in accordance with the rules and regulations of a component institution and in a manner that will not disturb or interfere with the academic or institutional programs being carried on in a building, structure or facility, or do not interfere with entry to or exit from a building, structure or facility:

(1) The distribution, sale or offer for sale of any newspaper, magazine, or other publication by means of an unattended rack or vending machine in an area designated in advance by the chief administrative officer or his or her delegate for the conduct of such activity.

(2) The sale or offer for sale of any food, drink or other product or service that may be lawfully sold by means of a vending machine operated by the institution or its subcontractor in an area designated in advance by the chief administrative officer or his or her delegate for the conduct of such activity.

(3) The sale or offer for sale by a component institution or its subcontractor of any publication of the institution or of any book or other printed material to be used in the regular academic work of the institution.

(4)(a) The operation by the institution of any service or facility maintained for the convenience of the students, staff and/or faculty.

(b) The operation by the institution's subcontractor or lessee (through appropriate written agreements approved as to content by the chief administrative officer of the institution and the appropriate Executive Vice Chancellor, as to form by the Office of General Counsel, and by the Board of Regents through the Chancellor's Docket) of one of the following services or facilities, maintained for the convenience of the students, staff and/or faculty: any bookstore, specialty store, laundry, pharmacy, cafeteria, child care facility (limited to children or bona-fide dependents of students, staff and/or faculty), state or federal credit union (the membership in which must be limited primarily to students, faculty, and staff of the institution but which may include: students,

faculty, and staff of other area institutions of higher education; students, faculty, and staff of other component institutions of the U. T. System; staff members of the System Administration; and staff members of organizations closely related to the institution's educational mission such as ex-student organizations and cooperative bookstores), private post office boxes (the use of which must be limited to students, faculty, and staff), unmanned teller machines (any agreement for the placement of which must include a provision expressly prohibiting advertising the location of the unmanned teller machine to the general public), or travel agency (the use of which must be limited primarily to students, faculty and staff of the institution and which agency must agree to undertake no public advertising concerning the location of the facility).

(5) The sale or offer for sale by the institution or its subcontractor of food and drink items and programs at athletic contests or at any other program or event sponsored or authorized by the institution.

(6) The collection of tuition and fees in connection with enrollment of a student in any course or degree program.

(7) The collection of membership fees or dues by registered student, faculty, or staff organizations at meetings of such organizations scheduled in accordance with the facilities use regulations of any component institution.

(8) The collection of admission fees for the exhibition of movies or other programs that are sponsored by the component institution or by a registered faculty, staff, or student organization, when permitted by and scheduled in accordance with the facilities use regulations of the component institution.

(9) The solicitation of funds by any organization that can present to the chief administrative officer, or his or her delegate, written evidence from the Internal Revenue Service that the organization has been granted an exemption from taxation under Section 501(c)(3) (Internal Revenue Code). No

organization may solicit under this subdivision for more than a total of fourteen days, whether continuous or intermittent, during each state fiscal year.

(10) Occasional sales or offers of sales of goods or services that otherwise comply with state law and municipal ordinances and are conducted in the privacy of an individual university residence hall room or individual apartment when the resident of such room or apartment has given specific invitation in advance for salespersons to come to the individual residence hall room or individual apartment for that purpose, provided that neither sales nor offers of sales of goods or services within a university residence hall room or apartment by the occupant thereof on a continuing or scheduled basis, nor door-to-door sales or offers of sales of goods or services are included in the activity permitted by this exception.

(11) The acknowledgement or advertisement by scoreboard, electronic message or banner displayed at athletic facilities pursuant to an institutional policy concerning approval and selection of advertisement.

6.63

No solicitation shall be conducted on the grounds, sidewalks, or streets on the campus of any component institution or of the System, except by the agents, servants, or employees of that institution acting in the course and scope of their agency or employment, or by the students' association of that institution, or by a registered student, faculty, or staff organization at that institution.

(1) Solicitation made pursuant to the terms of Subdivision 6.63 must be conducted in such a way (a) that it will not disturb or interfere with the academic or institutional programs being carried on in campus buildings, (b) that it will not interfere with the free and unimpeded flow of pedestrian and vehicular traffic on sidewalks and streets and at places of ingress and egress to and from campus buildings, and (c) that it will not harass, embarrass, or intimidate the person or persons being solicited. If, after such reasonable investigation

as the Dean of Students shall deem appropriate (which investigation shall afford the accused organization every right guaranteed by the due process clauses of the United States and Texas Constitutions) the Dean determines that a solicitation is being conducted in a manner violative of this Subsection, the Dean shall prohibit the offending organization from solicitation on the campus for such period or periods of time as shall be determined to be appropriate and in the case of repeated violations of these solicitation rules, the Dean may cancel the registered status of the offending organization or impose other appropriate penalties.

- (2) The students' association and each registered student organization shall, within thirty days of the beginning of the following long session semester, file with the Dean of Students a statement fully and fairly disclosing the sources and amounts of money which it obtained from solicitations (sales, contributions, and/or other revenues) on the campus during the preceding semester or summer session and fully and fairly disclosing the beneficiaries and amounts of the expenditures which it made during the preceding semester or summer session. A registered student organization which during a semester or summer session received no money or thing of value other than from its own members need file only a statement to that effect. Any organization failing to comply with the provisions of this paragraph shall be prohibited from solicitation on the campus until such organization places itself in compliance.
- (3) The distribution at no cost by a students' association or a registered student, faculty or staff organization of a newspaper, magazine or other publication

that contains paid advertising and is published at the sole expense of such organization shall comply with the provisions of Subdivisions 6.63(1) and 6.63(2).

6.7 Use of Physical Facilities of the System by Registered Student, Faculty or Staff Organizations or Officially Recognized Alumni Associations.

- 6.71 Registered student, faculty or staff organizations or any officially recognized alumni association that qualifies under Subdivision 6.62(9) of this Section and whose fundraising activities are dedicated to the benefit of any component institution may use an institution's buildings and/or grounds in compliance with reasonable and nondiscriminatory institutional regulations that shall specify the procedures under which such organizations may reserve the institution's buildings and/or grounds for their use. Groups of students, faculty or staff who are not registered or groups of alumni other than officially recognized alumni associations whose fund-raising activities are dedicated to the benefit of any component institution may not use the institution's buildings and/or grounds. Registered student, faculty or staff organizations or alumni associations may not enter into joint sponsorship of any on-campus project or program with individuals, groups, or students that are not registered.
- 6.72 Reasonable and nondiscriminatory regulations may be promulgated to authorize students and registered student organizations, under specified conditions, to petition, post signs, set up booths, and/or peacefully demonstrate on the campus. Such regulations shall prohibit any activity that would interfere with academic and institutional programs.
- 6.73 No person, whether or not a student or employee of a component institution, shall publicly distribute on the campus of any such institution any petition, handbill, or piece of literature that is obscene, libelous, or directed to inciting or producing imminent lawless action and is likely to incite or produce such action.

- 6.74 No person, whether or not a student or employee of a component institution, shall post or carry any sign or poster that is obscene, libelous, or directed to inciting or producing imminent lawless action and is likely to incite or produce such action.
- 6.75 No person, whether or not a student or employee of a component institution, shall install, occupy, or use on the campus of any such institution any booth, if the use of the booth is wholly or partly for the distribution or dissemination of words or material that are obscene, libelous, or directed to inciting or producing imminent lawless action and are likely to incite or produce such action. For the purpose of this provision, the word "booth" includes furniture, enclosure, and any other structure temporarily installed for distributing petitions, handbills, or literature, or for displaying signs, or for raising funds or soliciting tangible items.
- 6.8 The use of student center or student union facilities on the campus of each component institution shall be subject to Regents' Rules and Regulations and to reasonable and nondiscriminatory regulations promulgated by that center's or union's governing board and the component institution and included in the Handbook of Operating Procedures.
- 6.9 Extracurricular student, faculty or staff activities involving the use of System-owned buildings and grounds shall be conducted in accordance with local, state and national law and in accordance with the applicable System and institutional regulations. Such activities shall not disrupt or disturb the academic and institutional programs and shall not result in damage to or defacement of property.
- 6.(10) Use of Grounds and Physical Facilities by Outside Groups, the System as a Joint Sponsor.--Use of grounds and physical facilities of the System, especially auditoriums, gymnasiums, and large rooms, by outside individuals, groups or associations shall be subject to the following rules in which the "System" shall include any component institution.
- 6.(10)1 The System will not permit the unrestricted use by non-System groups of any of its facilities. Whenever non-System groups share in the use of System buildings, it must be upon the invitation of the System, under its joint

- sponsorship, and with the further understanding that all conditions governing such sponsorship are to be set by the System.
- 6.(10)2 The System will enter into joint sponsorship of a project or program only if the educational implications are self-evident and directly supplement the educational purposes of the System and there is to be no private gain for the cooperating individuals, group or associations.
- 6.(10)3 The System, established as a public institution without regard to political affiliation or religious faith, cannot be a joint sponsor with any noncampus organization for political or sectarian gatherings. However, the appearance by or on behalf of a candidate for public office may be authorized under conditions prescribed by the Board in Section 7.2 of this Chapter.
- 6.(10)4 The System, when entering into joint sponsorship of any program or activity, assumes full responsibility for all details and reserves the right to approve all copy for advertising, as well as news releases.
- 6.(10)5 It shall be understood that the scheduling of the System's facilities for System activities shall always have priority over the scheduling of facilities for functions other than System activities.
- 6.(10)6 In the case of programs for which the System is a joint sponsor with an individual, group or organization, the fee to be paid by the co-sponsor will be a matter for negotiation in each case and will be specified in the agreement providing for the joint sponsorship.
- 6.(11) Notwithstanding any other provisions of this Chapter, the chief administrative officer of a component institution may designate specific facilities of a component institution, such as special events centers, conference centers, concert halls, theaters, or auditoria, as Special Use Facilities. The chief administrative officer shall cause to be prepared and submitted for approval, as a part of the Handbook of Operating Procedures of the institution, appropriate rules and regulations for the reservation and use of such designated Special Use Facilities. Such rules and regulations must restrict

the reservation and use of such facilities in accordance with the following:

6.(11)1 Designation as a Special Use Facility shall not constitute the facility as a public facility open to use by non-University persons, groups, associations, or corporations on a first come, first served basis.

6.(11)2 Priority in the reservation and use of Special Use Facilities shall be given to activities and events sponsored by the component institution that are in furtherance of and related to the educational, cultural, recreational, and athletic programs of the institution.

6.(11)3 As a lower priority, the institutional rules and regulations may provide for reservation and use of Special Use Facilities by non-University individuals, groups, associations or corporations, without the necessity of joint sponsorship by the institution. The institution shall establish rates to be charged for the use of the facility that will, at a minimum, insure recovery of that part of the operating cost of the facility attributable directly or indirectly to such non-University use. If the non-University user charges those attending an event any admission or registration fee, or accepts donations from those in attendance, the institution shall require the user to make a complete account of all funds collected and of the actual cost of the event. If the funds collected exceed the actual cost of the event, the non-University user shall be required to remit such excess funds to the institution as an additional charge for the use of the Special Use Facility.

6.(11)4 Subject to all constitutional and statutory provisions relating to the use of state property or funds for religious or political purposes, and subject to Subsection 6.(11)3 above, Special Use Facilities may be made available for religious and political conferences or conventions. Religious organizations applying for use of a Special Use Facility must submit written evidence from the Internal Revenue Service that the organization has been granted an exemption from taxation under Section 501(c)(3) of the Internal Revenue Code.

Political organizations applying for use of a Special Use Facility must present written evidence that the organization had candidates for either state, district, or local offices listed on the ballot at the last general election. A religious or political organization shall be permitted to use a Special Use Facility only one time during a calendar year.

6.(11)5

The rules and regulations applicable to a Special Use Facility may provide procedures for the rental of space for display of advertising in designated areas inside the Facility that have been approved by the chief administrative officer of the component institution or his or her delegate, and by lighted displays on an electronic scoreboard. Such rules and regulations may further provide procedures for the sale of advertising space on ticket envelopes for events sponsored by the Facility and in any publication of the Facility distributed in connection with a sponsored event or announcing future sponsored events.

Sec. 7. Speech and Assembly.

7.1

The freedoms of speech and assembly are basic and essential to intellectual development. However, these activities are subject to the well-established right of colleges and universities to regulate time, place, and manner so that the activities do not intrude upon or interfere with the academic programs and administrative processes of the System or the component institutions. Each component institution may designate one or more appropriate areas on the campus where students may assemble and engage in speech activities without prior administrative approval. In other areas on the campus, all speech and assembly activities must be conducted in accordance with the provisions of this Chapter and the rules and regulations of the component institution.

Students, faculty or staff who are candidates for public office or who wish to campaign on behalf of a particular candidate or candidates may engage in conduct in behalf of such candidacy in the areas designated pursuant to this Subsection or in accordance with the provisions of Subsection 7.2 of this Chapter relating to off-campus speakers.

- 7.2 Off-Campus Speakers.--The Board has and reserves the right to regulate the presentation of guest speakers on the campus who are unaffiliated with the System or any component institution thereof (hereafter referred to as off-campus speakers).
- 7.21 Only registered student organizations, faculty or staff organizations, System-owned dormitories, and Student Government may present off-campus speakers on the campus.
- 7.22 The organization sponsoring an off-campus speaker has the responsibility of making clear the fact that the organization, not the institution, is extending the invitation to speak and that any views the speaker may express are his or her own and not necessarily those of the System or of any component institution.
- 7.23 An off-campus speaker is subject to all provisions of federal, state and/or local laws.
- 7.24 Registered student organizations, faculty or staff organizations, University-owned dormitories, and the students' association may be permitted the use of System-owned facilities to present off-campus speakers on campus pursuant to the facilities use regulations of the System and the institution.
- 7.25 An application for the use of any facility of the System or a component institution must be made to the chief administrative officer, or his or her delegate, at least forty-eight hours before the time the event is scheduled to take place.
- 7.26 No person shall be permitted on any campus of the System to engage in speech, either orally or in writing, that is directed to inciting or producing imminent lawless action and is likely to incite or produce such action.
- 7.27 No off-campus speaker who is to be paid from state funds as consideration for his or her speech shall be permitted to speak on the campus of any component institution of the System unless the university facility in which the speech is to be delivered will be open to the public, including members of the news media, who will be entitled to record, videotape, or telecast live portions of the speech. The provisions of this subdivision do not apply

to classes, seminars, symposia, and conferences intended for the use and benefit of students, faculty, staff and invited guests. No person may in any way obstruct or lessen in any way the opportunity for the audience to take the fullest advantage of the speech, including the opportunity to see and hear the speaker during the entire speech.

5. U. T. System: Approval of Standard Affiliation Agreements for Educational Experience Programs and Reporting Thereof.--The Board approved the agreements listed below as standard affiliation agreements to be used by The University of Texas System component institutions to provide educational experience programs for selected students in the affiliated facilities.

Further, it was ordered that future agreements which are identical to or substantially similar to these standard affiliation agreements be submitted to the U. T. Board of Regents for approval via the docket after review and approval by the U. T. System Administration.

- a. Educational Experience Program Affiliation Agreement (UTS Form 100-A). See Pages 69 - 70.
- b. Educational Experience Program Affiliation Agreement (UTS Form 100-B). See Pages 71 - 72.
- c. Community Clinical Oncology Program Affiliation Agreement (CCOP Form). See Pages 73 - 81.
- d. Veterans Administration Memorandum of Agreement (long version). See Pages 82 - 87.
- e. Veterans Administration Memorandum of Agreement (short version). See Page 88.
- f. National Institutes of Health Clinical Experience Agreement. See Pages 89 - 92.
- g. U. S. Army Medical Department Memorandum of Agreement (Darnall Hospital version). See Pages 93 - 97.
- h. U. S. Army Medical Department Memorandum of Agreement (William Beaumont Hospital version). See Pages 98 - 100.
- i. U. S. Air Force General Agreement and Memorandum of Understanding. See Pages 101 - 109.

EDUCATIONAL EXPERIENCE PROGRAM
AFFILIATION AGREEMENT

UTS Form No. 100-A
(3/20/90)

THIS AGREEMENT is made the ___ day of _____, 199___, by and between the _____ of Texas system, ("System"), and _____ ("University"), a component institution of The University ("Facility"), a _____ principal office at _____, State of _____ having its

WHEREAS, Facility now operates facilities located at _____ in the City of _____, State of _____, and therein provides _____ with respect to _____ services, and University provides academic courses _____;

WHEREAS, University periodically desires to provide its students with educational experience related to such courses by utilizing appropriate facilities and personnel of third parties ("Educational Experience Program" or "Program");

WHEREAS, Facility desires to cooperate with University to establish and implement from time to time one or more Educational Experience Programs involving the students and personnel of University and the facilities and personnel of Facility;

NOW, THEREFORE, in consideration of the mutual promises herein and to achieve the objectives described, University and Facility agree that any Program established and implemented by Facility and University during the term of this Agreement shall be covered by and subject to the following terms and conditions:

1. **PROGRAM AGREEMENT:** To become effective, all agreements between the parties with respect to a Program shall be reduced to writing ("Program Agreement"), executed by authorized representatives of Facility and University, and approved in writing by the Office of the Chancellor of System.
2. **TERMINATION OF PROGRAM AGREEMENT:** A Program may be cancelled by written notice pursuant to the terms of the Program Agreement; provided that, all students enrolled in the Program at the time notice is given shall be permitted to finish their course of study.
3. **CONFLICT:** In the event of conflict between the text of Program Agreement and the text of this Agreement, this Agreement shall govern.
4. **AMENDMENT OF PROGRAM AGREEMENT:** No amendment to a Program Agreement shall be effective unless reduced to writing, executed by the authorized representatives of Facility and University, and approved by the Office of the Chancellor of System.
5. **RESPONSIBILITY OF FACILITY:** Except for certain acts to be performed by University pursuant to the provisions of this Agreement, Facility agrees to furnish the premises, personnel, services, and all other items necessary for the Educational Experience Program specified in the Program Agreement. In connection with such Program, Facility further agrees:
 - (a) to comply with all applicable Federal, State, and Municipal laws, ordinances, rules, and regulations; to comply with all applicable requirements of any accreditation authority, and to certify such compliance upon request;
 - (b) to permit the authority responsible for accreditation of University's curriculum to inspect the facilities, services, and other items provided by Facility; and
 - (c) to appoint a person to serve for Facility as liaison (Liaison) by the following procedure:
 1. Facility shall submit to University the name and professional and academic credentials of the person proposed as Liaison in writing at least thirty (30) days prior to the date the Liaison appointment is to become effective;
 2. University shall notify Facility of University's approval or disapproval of such person within ten (10) days after receipt of such notice;
 3. no person shall act as Liaison without the prior written approval of University;
 4. in the event the Liaison approved by University later becomes unacceptable and University so notifies Facility in writing, Facility will appoint another person to serve as Liaison in accordance with the procedure outlined in paragraph 5 (c).

6. RESPONSIBILITIES OF UNIVERSITY: University hereby agrees:

- (a) to furnish Facility with the names of the students assigned by University to participate in the Program;
- (b) to assign only those students who have satisfactorily completed those portions of University curriculum that are prerequisite to Program participation; and
- (c) to designate a member of the University faculty to coordinate the learning assignment to be assumed by each student participating in the Program with the Facility Liaison. University shall furnish to Facility the name of such faculty member in writing.

7. NOTICES: All notices under this Agreement or a Program Agreement shall be in writing and delivered either by personal delivery or by United States certified mail, return receipt requested. Such notices shall be deemed given when received by such party's designated representative.

8. ORAL REPRESENTATIONS: No oral representations of any officer, agent, or employee of Facility or System, or any of its component institutions, (including, but not limited to University), shall affect or modify any obligations of either party under this Agreement or any Program Agreement.

9. AMENDMENT TO AGREEMENT: No amendment to this Agreement shall be valid unless it is reduced to writing, signed by the authorized representatives of the parties, and approved by the Board of Regents of System.

10. BINDING EFFECT: This Agreement shall be binding on and shall inure to the benefit of the parties and their respective successors and assignee(s); provided, however, that no assignment by either party shall be effective without prior written approval of the other party. A delay in or failure of performance of either party that is caused by occurrences beyond the control of either party shall not constitute default hereunder, or give rise to any claim for damages.

11. TERM AND EFFECTIVE DATE: This Agreement shall become effective when approved by the Board of Regents of System. If so approved, this Agreement shall continue in effect for an initial period ending one (1) year after the date and year of execution by Facility and University ("Term"). After such initial Term, this Agreement shall continue from year to year unless one party shall give the other one hundred eighty (180) days prior written notice of intention to terminate. If such notice is given, this Agreement shall terminate: (a) at the end of the Term during which the last day of such one hundred eighty (180) days notice period falls; or (b) when all students enrolled in the Program at the end of the Term have completed their respective courses of study under the Program; whichever event occurs last.

12. CAPTIONS: The captions are solely for the convenience of the parties and shall not be used in the construction of this Agreement.

13. APPLICABLE LAW: This Agreement shall be construed and enforced in accordance with the laws of the State of Texas.

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

FACILITY

UNIVERSITY

By _____
(Name)

By _____
(Name)

(Title)

(Title)

FORM APPROVED

CONTENT APPROVED

Office of General Counsel
The University of Texas System

Office of the Chancellor
The University of Texas System

EDUCATIONAL EXPERIENCE PROGRAM
AFFILIATION AGREEMENT

UTS Form No. 100-B
(3/20/90)

THIS AGREEMENT is made the ___ day of _____, 199___, by and between the _____
System, ("System"), and _____ ("University"), a component institution of The University of Texas
a _____ ("Facility"),
_____ having its principal office at
_____, State of _____.

WHEREAS, Facility now operates facilities located at _____
in the City of _____, State of _____, and therein provides _____
_____ services, and University provides academic courses
with respect to _____;

WHEREAS, University periodically desires to provide its students with educational experiences related to such courses
by utilizing appropriate facilities and personnel of third parties ("Educational Experience Program" or "Program");

WHEREAS, Facility desires to cooperate with University to establish and implement from time to time one or more
Educational Experience Programs involving the students and personnel of University and the facilities and personnel of
Facility;

NOW, THEREFORE, in consideration of the mutual promises herein and to achieve the objectives described, University
and Facility agree that any Program established and implemented by Facility and University during the term of this
Agreement shall be covered by and subject to the following terms and conditions:

1. **PROGRAM AGREEMENT:** To become effective, all agreements between the parties with respect to a Program
shall be reduced to writing ("Program Agreement"), executed by authorized representatives of Facility and University, and
approved in writing by the Office of the Chancellor of System.

2. **TERMINATION OF PROGRAM AGREEMENT:** A Program may be cancelled by written notice pursuant to
the terms of the Program Agreement, provided that all students enrolled in the Program at the time notice is given shall
be permitted to finish their course of study.

3. **CONFLICT:** In the event of conflict between the text of Program Agreement and the text of this Agreement, this
Agreement shall govern.

4. **AMENDMENT OF PROGRAM AGREEMENT:** No amendment to a Program Agreement shall be effective unless
reduced to writing, executed by the authorized representatives of Facility and University, and approved by the Office of the
Chancellor of System.

5. **RESPONSIBILITY OF FACILITY:** Except for certain acts to be performed by University pursuant to the
provisions of this Agreement, Facility agrees to furnish the premises, personnel, services, and all other items necessary for
the Educational Experience Program specified in the Program Agreement. In connection with such Program, Facility further
agrees:

(a) to comply with all applicable Federal, State, and Municipal laws, ordinances, rules, and regulations; to
comply with all applicable requirements of any accreditation authority, and to certify such compliance upon
request;

(b) to permit the authority responsible for accreditation of University's curriculum to inspect the facilities,
services, and other items provided by Facility; and

(c) to appoint a person to serve for Facility as liaison (Liaison) by the following procedure:

1. Facility shall submit to University the name and professional and academic credentials of the
person proposed as Liaison in writing at least thirty (30) days prior to the date the Liaison
appointment is to become effective;

2. University shall notify Facility of University's approval or disapproval of such person within ten
(10) days after receipt of such notice;

3. no person shall act as Liaison without the prior written approval of University;

4. in the event the Liaison approved by University later becomes unacceptable and University so
notifies Facility in writing, Facility will appoint another person to serve as Liaison in accordance with
the procedure outlined in paragraph 5 (c).

6. RESPONSIBILITIES OF UNIVERSITY: University hereby agrees:

- (a) to furnish Facility with the names of the students assigned by University to participate in the Program;
- (b) to assign only those students who have satisfactorily completed those portions of University curriculum that are prerequisite to Program participation; and
- (c) to designate a member of the University faculty to coordinate the learning assignment to be assumed by each student participating in the Program with the Facility Liaison. University shall furnish to Facility the name of such faculty member in writing.

7. NOTICES: All notices under this Agreement or a Program Agreement shall be in writing and delivered either by personal delivery or by United States certified mail, return receipt requested. Such notices shall be deemed given when received by such party's designated representative.

8. ORAL REPRESENTATIONS: No oral representations of any officer, agent, or employee of Facility or System, or any of its component institutions, (including, but not limited to University), shall affect or modify any obligations of either party under this Agreement or any Program Agreement.

9. AMENDMENT TO AGREEMENT: No amendment to this Agreement shall be valid unless it is reduced to writing, signed by the authorized representatives of the parties, and approved by the Board of Regents of System.

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

11. BINDING EFFECT: This Agreement shall be binding on and shall inure to the benefit of the parties and their respective successors and assignee(s); provided, however, that no assignment by either party shall be effective without prior written approval of the other party. A delay in or failure of performance of either party that is caused by occurrences beyond the control of either party shall not constitute default hereunder, or give rise to any claim for damages.

12. TERM AND EFFECTIVE DATE: This Agreement shall become effective when approved by the Board of Regents of System. If so approved, this Agreement shall continue in effect for an initial period ending one (1) year after the date and year of execution by Facility and University ("Term"). After such initial Term, this Agreement shall continue from year to year unless one party shall give the other one hundred eighty (180) days prior written notice of intention to terminate. If such notice is given, this Agreement shall terminate: (a) at the end of the Term during which the last day of such one hundred eighty (180) days notice period falls; or (b) when all students enrolled in the Program at the end of the Term have completed their respective courses of study under the Program; whichever event occurs last.

13. CAPTIONS: The captions are solely for the convenience of the parties and shall not be used in the construction of this Agreement.

14. APPLICABLE LAW: This Agreement shall be construed and enforced in accordance with the laws of the State of Texas.

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

FACILITY

UNIVERSITY

By _____
(Name)

By _____
(Name)

(Title)

(Title)

FORM APPROVED

CONTENT APPROVED

Office of General Counsel
The University of Texas System

Office of the Chancellor
The University of Texas System

AFFILIATION AGREEMENT

This AGREEMENT made the _____ day of _____, 1986
by and between THE UNIVERSITY OF TEXAS SYSTEM CANCER CENTER ("CANCER CENTER"),
a component institution of The University of Texas System, ("SYSTEM"),
and _____ COMMUNITY CLINICAL ONCOLOGY PROGRAM ("CCOP"),
located at _____

WITNESSETH:

WHEREAS, Cancer Center is recognized as a comprehensive cancer center with world-renowned expertise in the diagnosis, treatment and research of cancer diseases; and

WHEREAS, Cancer Center has extensive research expertise in the field of cancer diseases and cancer control, and by reason thereof has available a number of approved clinical protocols with applicability and use in community physician groups; and

WHEREAS, CCOP has formed as a consortium to aid in the delivery of modern research advances in the field of cancer to its patients; and

WHEREAS, Cancer Center and CCOP agree on the desirability of establishing collaborative activities between their organizations under the Community Clinical Oncology Program of the National Cancer Institute.

NOW, THEREFORE, with these objectives in mind Cancer Center and CCOP agree as follows:

1. Each party to this Agreement shall prepare a specific program proposal under the Community Clinical Oncology Program and apply for funding thereof to the National Cancer Institute. Failure by either party to this agreement to obtain such funding and to have available thereunder sufficient funds to meet the financial requirements for collaboration shall immediately negate this Agreement.
2. Cancer Center shall collaborate with CCOP by making approved clinical trial protocols and cancer control research protocols available for its use, and participate with CCOP in the community oncology program as is necessary. This participation shall include, but not be limited to, assisting in the development and review of new and existing protocols, enforcing appropriate quality control measures for clinical research under the program, aiding in the formulation and delivery of training and educational activities, and other related activities.

3. For the conduct of specific activities hereunder, Cancer Center and _____ CCOP shall prepare various Program Agreements describing such activities and the responsibilities of each party in the conduct thereof. The Program Agreements shall be reduced to writing and approved by authorized signatories of each party hereto. In the event of conflict between the text of Program Agreements and the text of this Agreement, this Agreement shall govern.
4. The parties each agree to assume individual responsibility for the actions and omissions of their respective employees, agents and assigns in conjunction with this agreement. Neither CCOP nor CANCER CENTER agrees to indemnify the other party to this Agreement from any liability, loss or damage either may suffer as a result of claims, demands, costs or judgments against either of them arising out of the activities carried out pursuant to this Agreement or the Program Agreement(s) between the parties.
5. All the agreements between the parties on the subject matter shall be reduced to writing. No amendments to this Agreement shall be valid unless in writing and signed by the duly authorized representatives of the parties, and approved by the Board of Regents of The University of Texas System.
6. No oral representations of any officer, agent, or employee of _____ CCOP or SYSTEM, or any of its component institutions, (including, but not limited to CANCER CENTER), either before or after the effective date of this Agreement, shall affect or modify any obligations of either party hereunder or under any Program Agreement.
7. Any notices, statements, payments, or reports required by this Agreement shall be considered given if sent postage prepaid and addressed as follows:

IF to CANCER CENTER:

Executive Vice President for Administration
 The University of Texas System Cancer Center
 6723 Bertner, Box 193
 Houston, Texas 77030

If to _____ CCOP:
 NAME
 TITLE
 _____ CCOP
 ADDRESS

8. This Agreement shall not become effective until it has been executed by the duly authorized representatives of Cancer Center and CCOP and approved by the Board of Regents of The University of Texas System, and shall continue in force thereafter from year to year unless terminated by either party upon giving ninety (90) days written notice to the other party. This Agreement will terminate immediately, as indicated in Paragraph 1, if either party to the Agreement does not obtain NCI Community Clinical Oncology Program funding, or either party's funding is cancelled during the term of this Agreement. The Program Agreements related to this Affiliation Agreement shall automatically terminate upon termination of this Agreement, except that the parties' responsibilities under these Agreements will continue after the termination as they pertain to patients who have been enrolled in clinical trial protocols prior to the termination of the Agreements but have not completed these trials at the time of this termination.

EXECUTED this the _____ day of _____, 1986.

THE UNIVERSITY OF TEXAS SYSTEM
CANCER CENTER

By: _____
President

ATTEST:

COMMUNITY CLINICAL ONCOLOGY PROGRAM

By: _____

FORM APPROVED:

CONTENT APPROVED:

Office of General Counsel
The University of Texas System

Executive Vice Chancellor for Health Affairs
The University of Texas System

COMMUNITY CLINICAL
ONCOLOGY PROGRAM
AGREEMENT

This AGREEMENT is made on the _____ day of _____, 1986, between THE UNIVERSITY OF TEXAS SYSTEM CANCER CENTER (hereinafter referred to as "CANCER CENTER"), located in Houston, Texas, a component institution of The University of Texas System (hereinafter referred to as "SYSTEM"), and _____ Community Clinical Oncology Program (hereinafter referred to as "CCOP").

WHEREAS, it is agreed by the parties that the purpose of this agreement is to establish and describe the collaborative activities between _____ CCOP and CANCER CENTER, which will operate as a Research Base in the National Cancer Institute's Community Clinical Oncology Program.

NOW, THEREFORE, the parties agree as follows:

1. They will collaborate to provide quality clinical research and involvement in cancer control research activities, to maintain a high level of scientific collaboration and to participate in the overall evaluation of the Community Clinical Oncology Program.
2. Assurance of quality control is the joint responsibility of _____ CCOP and CANCER CENTER. The following quality control measures will be utilized:
 - A) All pathology slides from protocol patients will be made available by _____ CCOP for review at the CANCER CENTER Division of Pathology. If specified in protocols, slides will be submitted to Cancer Center for review, and CANCER CENTER pathology reports will be submitted to the appropriate _____ CCOP physicians. Pathology review sessions, including CANCER CENTER and _____ CCOP pathologists, will be convened as deemed necessary.
 - B) Chemotherapy, radiation therapy, immunotherapy, and surgical operative reports will be made available to the CCOP Medical Director at CANCER CENTER upon request to ensure protocol compliance.
 - C) Medical data entry sheets and all forms will be reviewed by Data Managers at _____ CCOP, before being forwarded to CANCER CENTER. Accrual to protocols, adherence to protocols, patient eligibility, patient evaluability, and timeliness and quality of data reporting will be reviewed by CANCER CENTER.
 - D) _____ CCOP will participate in appropriate quality assurance and performance review activities developed by the CANCER CENTER.
3. _____ CCOP and CANCER CENTER will maintain separate budgets and adhere to NCI financial requirements.

4. CCOP and CANCER CENTER will have joint responsibility for maintaining patient confidentiality except where release of patient information is duly authorized by the patient or his legal representative.
5. It is further agreed that CCOP shall:
 - A. Be responsible for the following functions:
 - 1) A steering or executive function to plan, direct, participate in and evaluate its performance in the CCOP program.
 - 2) A protocol or scientific function to review and select all protocols for clinical trials. Performance of this function should be done in conjunction with CCOP staff from surgical oncology, medical oncology, radiation oncology, supportive care, nursing and pharmacy.
 - 3) A data evaluation function to oversee all aspects of data management and evaluation, to review all forms before transmittal to the research base and to communicate feedback to the participating physicians. This function will be performed by the principal investigator, co-principal investigator, protocol nurse, and data managers.
 - 4) A pharmacy system that complies with all National Cancer Institute (NCI) and the Food and Drug Administration (FDA) guidelines. CCOP may request support from CANCER CENTER Department of Pharmacy as needed.
 - B. Follow NCI and FDA guidelines for reporting adverse drug reactions. Adverse drug reactions include (1) any unsuspected side effect of an anti-cancer agent, (2) any unsuspected interaction of an anti-cancer agent with any other drug, (3) a severe life-threatening Grade IV or fatal toxicity even if previously reported with that particular drug.

When an adverse drug reaction is observed or it is suspected, it will be called into the CCOP Medical Director at CANCER CENTER as soon as possible. Written reports to be submitted to CANCER CENTER will follow in a timely fashion. Policies for report and evaluation and implementation of changes related to adverse drug reactions will take place via the established CANCER CENTER channels, as well as the usual NCI and FDA channels.

- C. Agree to place at least ten evaluable patients annually on CANCER CENTER clinical trial protocols and at least ten evaluable patients annually on CANCER CENTER cancer control research protocols and to provide all specified data forms to the CCOP Medical Director at CANCER CENTER on a schedule to be defined by CANCER CENTER. CCOP will ensure that any protocols competing for the same patients (disease and stage) will be evaluated and a selection made to avoid participation in competing protocols.
- D. Have reviewed and approved by its Institutional Review Board each protocol initiated and used by CCOP. CCOP is responsible for adherence to NCI guidelines as well as all other federal guidelines, including, but not limited to, those requirements set forth in Title 45, Part 46 of the Code of Federal Regulations (45 CFR 46), as these pertain to Institutional Review Board decisions, conditions and compliance. A copy of the DHHS Form 596, Protection of Human Subjects Assurance Certification Declaration, will be filed with the CANCER CENTER Institutional Review Board prior to CANCER CENTER's making any individual protocol available to CCOP.
- E. Be responsible for obtaining informed consent in accordance with 45 CFR 46.116 and for ensuring that no human subject will be involved in research prior to obtaining the consent. Informed consent documents and elements of obtaining consent will strictly follow NCI guidelines. CCOP will allow for periodic review of patient records in conjunction with protocols. All informed consents will include patient permission for original hospital records, as well as study forms, to be reviewed by the CANCER CENTER CCOP Statistical Center, by NCI, by site visits from NCI or CANCER CENTER, and by the FDA as necessary. A copy of a signed informed consent will be forwarded to the CANCER CENTER CCOP Statistical Center with the initial patient entry forms.
- F. Supply routine documentation regarding treatment adjustments as specified in the protocols, informed consent, drug records, reports of unanticipated problems involving risks, adverse drug reactions or injury reports and any other requested materials to the CCOP Medical Director at CANCER CENTER.
- G. Be responsible for calibration and inspection of its radiologic and radiotherapy equipment by the Radiological Physics Center (RPC).

- H. If requested by NCI, maintain a Patient Log on all patients eligible for protocols, which will include such information as numbers, age, sex, primary site of cancer, stage of disease, treatment and survival.
 - I. Provide assurance of efforts for short and long term follow-up of patients registered on protocols.
 - J. Attend and participate in regular meetings held by CANCER CENTER to review ongoing research activities, to participate with the CANCER CENTER CCOP Scientific Committees in writing and developing new protocols and reviewing ongoing studies, to plan ongoing collaborative clinical investigations and cancer control research activities, to participate in training and educational activities for support personnel (data managers, oncology nurses, pharmacists, etc.) and other appropriate meetings. CCOP will collaborate in all appropriate ways with all other CCOP's using CANCER CENTER as a Research Base.
 - K. Agree that the CCOP Principal Investigator will be a member of the CANCER CENTER's CCOP Steering Committee.
 - L. Agree to accept periodic on-site monitoring by representatives of CANCER CENTER or NCI or an NCI designee.
 - M. Agree to an annual review of its progress by the CANCER CENTER's CCOP Steering Committee and NCI or NCI designee staff.
6. It is further agreed that CANCER CENTER shall:
- A. Provide CCOP with access to current NCI-approved CCOP protocols, a list of which is attached (Exhibit I).
 - B. Establish a CCOP Statistical Center to:
 - 1) Maintain registration records for all protocols;
 - 2) Provide statistical review and assistance in analysis of data collection by CCOP;
 - 3) Supply appropriate documents for on-study, pre-study flow sheets, off-study forms and all other forms necessary for participation in CCOP and CANCER CENTER clinical trial protocols;
 - 4) Conduct performance review and quality assurance programs;

- 5) Conduct training sessions for data managers and other personnel related to ___ CCOP at the beginning of the program and at appropriate intervals. The cost of travel and lodging is to be at ___ CCOP expense;
 - 6) Conduct annual site visits to ___ CCOP for review of records, information transfer and general evaluation and consultation. The cost of travel and lodging is to be at CANCER CENTER expense.
- C. Form scientific committees to develop and monitor research activities and a CCOP Steering Committee which will be the guiding committee for all CCOP activities of CANCER CENTER. Principal Investigators or their representatives from ___ CCOP will participate in this Steering Committee.
 - D. Host regular meetings for ___ CCOP staff members to review ongoing research activities, encourage the participation in the writing and development of new protocols; plan ongoing collaborative clinical investigations in cancer control research activities; and participate in training and educational activities for support personnel and any other meetings felt to be appropriate.
 - E. Notify ___ CCOP in writing and by telephone, if appropriate, of subsequent modifications in the protocols listed.
 - F. Provide a toxicity monitoring system for adverse drug reactions and report same to the CCOP Steering Committee and the investigational drug branch at NCI in Bethesda, Maryland at (301) 496-1196 after notification by ___ CCOP of an adverse drug reaction.
 - G. Conduct annual performance reviews of ___ CCOP and, based on this review, institute any remedial actions that are deemed necessary, including, but not limited to, dissolution of the Affiliation Agreement between CANCER CENTER and ___ CCOP.

This Agreement shall become effective upon the execution and approval of the Affiliation Agreement between these parties dated _____ and shall continue in effect according to the terms of same.

ATTEST:

COMMUNITY CLINICAL ONCOLOGY PROGRAM (CCOP)

By: _____

THE UNIVERSITY OF TEXAS SYSTEM
CANCER CENTER

By: _____
Charles A. LeMaistre, M.D.
President

CONTENT APPROVED:

By: _____

The University of Texas System

MEMORANDUM OF AGREEMENT (AFFILIATION)

B E T W E E N

THE VETERANS ADMINISTRATION MEDICAL CENTER, HOUSTON, TEXAS,

and

THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER - HOUSTON

This Agreement, when approved by the United States Veterans Administration and The University of Texas Health Science Center, Houston, shall authorize the Houston Veterans Administration Medical Center to affiliate with the Dental Branch at Houston for the purpose of education and training. The Dental Branch accepts responsibility with the Veterans Administration Medical Center for the education and training programs conducted with the Veterans Administration Medical Center. The Veterans Administration Medical Center will retain full responsibility for the care of patients and will maintain administrative and professional supervision of students insofar as their presence affects the operation of the facility and/or the direct and indirect care of patients. The faculty is responsible for the supervision of the education of undergraduate and graduate students and residents at the University of Texas Dental Branch.

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

Responsibilities shall be divided as follows:

1. The University of Texas Health Science Center at Houston, Dental Branch:

a. Will be represented on the Dean's Committee by the Dean of the Dental Branch (or his designee).

b. Will nominate to the Veterans Administration Medical Center Director on an annual basis a staff of consulting and attending specialists in the number and with the qualifications agreed upon by the Dean's Committee and the Veterans Administration.

c. Will participate, through the Director and the staff of consulting and attending specialists, in the supervision of the integrated education and training programs of the Veterans Administration and such programs as are operated jointly by the Veterans Administration and the schools affiliated with the Veterans Administration health care facility. VA staff members who are also faculty members will be responsible for student and house staff supervision for educational purposes, but can delegate responsibility to nonfaculty VA staff members under unusual circumstances.

d. Will share the responsibility with the Veterans Administration Medical Center for the nomination of all dentists for residency or other graduate education and training programs in the numbers and with the qualifications agreed upon by the Dean's Committee and the Veterans Administration.

2. The Veterans Administration:

a. Will operate and administer the Veterans Administration Medical Center.

b. Will appoint qualified physicians and dentists to full-time and regular part-time staff of the Medical Center. Nominations to the Medical Center Director by the Dean's Committee for full-time and regular part-time positions shall be welcomed. The regularly appointed staff, including Chiefs of Services, shall be fully responsible to their immediate superiors in the Veterans Administration.

c. Will consider for appointment the attending and consulting staff and the dentist trainees nominated by the Dental Branch and recommended by the Dean's Committee.

d. Will cooperate with The University of Texas Dental Branch in the conduct of appropriate programs of education, training, and research.

3. The Director, Veterans Administration Medical Center:

a. Will be fully responsible for the operation of the Veterans Administration Medical Center.

b. Will cooperate with the Dean's Committee in the conduct of education and training programs and in evaluation of all participating individuals and groups.

4. The VA Chief of Staff:

a. Will be responsible to the Director for the professional health care operations of the facility.

b. Will cooperate with the Dean's Committee and the affiliated educational institutions in the direction and conduct of the education and training programs.

5. Chiefs of Service:

- a. Will be responsible to their superiors in the Veterans Administration for the conduct of their service.
- b. Will, in cooperation with consulting and attending staff, supervise the education and training programs within their respective services.

6. The Attending Staff:

- a. Will be responsible to the Chief, Dental Service.
- b. Will accept responsibility for the proper care and treatment of patients in their charge upon delegation by the Medical Center Director or his designee.
- c. Will provide adequate training to house staff assigned to their service.
- d. Will hold faculty appointment in The University of Texas Dental Branch or will be outstanding members of the profession with equivalent professional qualifications acceptable to the Veterans Administration.

7. Consultants:

- a. Will be members of the faculty, above the rank of instructor, in The University of Texas Dental Branch, or equivalent professional qualifications acceptable to the Veterans Administration, and subject to VA regulations concerning consultants.
- b. Will, as representatives of The University of Texas Dental Branch, participate in and take responsibility for the education and training programs of the Veterans Administration Medical Center, subject to VA policy and regulations.

c. Will afford to the Medical Center Director, Chief of Staff, and the Chief, Dental Service, the benefit of their professional advice and counsel.

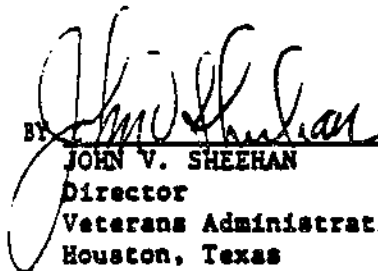
TERMS OF AGREEMENT:

1. The University of Texas Dental Branch complies with Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, section 504 of the Rehabilitation Act of 1973, and Title II of the Older Americans Amendments of 1975, and all related regulations, and assures that it does not, and will not discriminate against any person on the basis of race, color, sex, creed, national origin, age or handicap under any program or activity receiving Federal financial assistance.
2. Nothing in the agreement is intended to be contrary to State or Federal laws. In the event of conflict between terms of this agreement and any applicable State or Federal law, that State or Federal law will supersede the terms of this agreement. In the event of conflict between State and Federal laws, Federal laws will govern.
3. Protection of faculty members and students of the affiliated institution from personal liability when furnishing professional services covered by this agreement while at the VA health care facility will be that which is provided under the Federal Tort Claims Act, as implemented by 38 U.S.C. 4116.
4. Periodic reviews of programs and policies will be conducted under the auspices of the Office of Academic Affairs.


5. This Memorandum of Affiliation may be terminated by either party on written notice to the other six (6) months in advance of the next training experience.


EXECUTED THIS 5th day of June, 1986.

VETERANS ADMINISTRATION MEDICAL CENTER

BY 
JOHN V. SHEEHAN
Director
Veterans Administration Medical Center
Houston, Texas

THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER - HOUSTON


BY 
ROGER J. BURGER, M.D.
President
The University of Texas
Health Science Center - Houston

APPROVED BY  for DATE 7-22-86
JOHN W. DITZLER, M.D.
Chief Medical Director


ATTEST:

BOARD OF REGENTS OF THE
UNIVERSITY OF TEXAS SYSTEM

By _____
Arthur Dilly
Executive Secretary

By 
Charles B. Mullins, M.D.
Executive Vice Chancellor
for Health Affairs

APPROVED AS TO FORM:

By 
John L. Darrouzet, Attorney
Office of General Counsel

MEMORANDUM OF AFFILIATION

BETWEEN

THE VETERANS ADMINISTRATION MEDICAL CENTER, WACO, TEXAS 76703

(City, State, Zip)

AND

UNIVERSITY OF TEXAS AT ARLINGTON SCHOOL OF NURSING, ARLINGTON, TX 76019

(Educational Affiliate, City, State, Zip)

University of Texas at Arlington

It is mutually agreed by School of Nursing

(Affiliate)

and the Veterans Administration Medical

Center Waco, Tx

Center Waco, Tx

that educational experiences will be provided at the VA facility for students in the following pro-

grams(s): (City, State)

Program Name

Academic Degree Anticipated

Undergraduate and graduate nursing program

B.S. and Masters

The faculty of the University of Texas at Arlington

(Affiliate)

will assume responsibility, in coordi-

nation with the VA staff, for the assignment of students. There will be coordinated planning by the VA facility and the faculty members. While in the VA facility, students will be subject to VA rules and regulations.

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

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

The University of Texas at Arlington

(Affiliate)

complies with Title VI of the Civil Rights Act of 1964,

Title IX of the Education Amendments of 1972, section 504 of the Rehabilitation Act of 1973, and Title II of the Older Americans Amendments of 1975, and all related regulations, and assures that it does not, and will not, discriminate against any person on the basis of race, color, sex, creed, national origin, age or handicap under any program or activity receiving Federal financial assistance.

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

Protection of faculty members and students of the affiliated institution from personal liability when furnishing professional services covered by this agreement while at the VA health care facility will be that which is provided under the Federal Tort Claims Act, as implemented by 38 U.S.C. 4116.

Periodic reviews of programs and policies will be conducted under the auspices of the Office of Academic Affairs.

This Memorandum of Affiliation may be terminated by either party on written notice to the other 3 months in advance of the next training experience.

(Time period)

Date signed _____

Name (type:) WENDELL NEDDERMAN, Ph.D. Title President

Name of Affiliate: University of Texas School of Nursing, Arlington, Tx

Date signed 2/19/26

Name (type:) IRVIN D. NELL
VA Medical Center, Waco, Texas

Facility Director

VA FORM
SEPT 1985 10-0094

688224

AGREEMENT

THIS AGREEMENT, made under authority of Section 327A of the Public Health Service Act (42 U.S. Code Section 254a), is by and between the Clinical Center, National Institutes of Health, Bethesda, Maryland (hereinafter called the Clinical Center) and

University of Texas
Health Science Center at Dallas
Southwestern Medical School

(hereinafter called the School).

The School wishes to affiliate with the Clinical Center in order to obtain suitable elective clinical experiences for its students

Because it has a particular capability to provide the requisite clinical instruction under informed and experienced direction, the Clinical Center seeks to affiliate with the School.

This affiliation represents a method to integrate the student's academic theory and knowledge with experience gained through training and instruction in a hospital's medical and surgical departments. It is therefore agreed to be of mutual interest and advantage that selected students of the School be provided quality clinical experiences in the Clinical Center.

RESPONSIBILITIES

1. The School shall:

- A. Make known to third- and fourth-year students (or, in the case of schools with six-year curricula, the students in their clinical years) the availability of electives at the Clinical Center.
- B. Upon request of the student, provide the Clinical Center with a transcript of the student's academic record and a letter of approval from the Office of the Dean.
- C. Send only those students who will benefit from the assignment, and who are, to the School's knowledge, qualified at the time of reporting for their training.
- D. Make arrangements to have the student covered under the School's professional liability insurance or an individual insurance policy which covers the activity of the student while at the Clinical Center.
- E. Have the privilege of visiting the Clinical Center before, during, and/or after the instruction period for the purpose of evaluating the student's progress.

2. The Clinical Center shall:
 - A. Within the stated philosophies, missions, and objectives of the Clinical Center and the School, provide the highest possible quality clinical experience for the students consistent with their level of training and experience.
 - B. Offer, at specified times of the year, in-depth instruction in clinical subspecialties as described in the current Catalog of the Clinical Elective Program for Medical and Dental Students at the National Institutes of Health.
 - C. Provide a Clinical Electives Program Office to serve as a contact point for the students during the application process and as a source of information and assistance to those students who are in attendance at the Clinical Center.
 - D. Provide the physical facilities, supplies, and equipment necessary for the clinical experiences.
 - E. Provide the School with a written evaluation of the student's learning experience at the completion of the training period.
 - F. Orient the student concerning all applicable rules and regulations with which the student is expected to comply. Special emphasis will be given to the Privacy Act of 1974, particularly as it relates to the patient's right to privacy and the confidentiality of all records relating to patient care.
 - G. Provide emergency medical care to the student only for injury sustained in the course of training or duties, under the U.S. Employees' Compensation Act (REC). Routine medical care or follow-up treatment is the sole responsibility of the student, and with the exception of paragraph 3.G., will not be provided by the Clinical Center.
 - H. Require the School to withdraw a student from the assignment when his/her performance is unsatisfactory or when his/her behavior is disruptive or detrimental to the operation of the Clinical Center.
1. It is mutually understood between the School and the Clinical Center that the student shall:
 - A. Be responsible for satisfying all elements of the application process as delineated in the current edition of the Catalog of the Clinical Electives Program for Medical and Dental Students at the National Institutes of Health.
 - B. Comply with all rules and regulations of the Clinical Center. Failure to comply will constitute grounds for terminating the assignment.
 - C. Keep confidential any information entrusted to him/her by a patient unless the nondisclosure would be harmful to the patient's treatment; in which case, the information must be given to the patient's attending physician.

- D. Be invited and encouraged to take part in educational activities of the Clinical Center, including such events as grand rounds, symposia, and conferences. The student shall have access to journals, books, and periodicals in the Clinical Center library.
- E. Be excused from work on all Federal holidays.
- F. Unless otherwise specified, have the responsibility for personal transportation to and from the Clinical Center and for all other personal expenses, including housing. A stipend will not be provided. The student will be permitted to use the cafeterias at the Clinical Center or elsewhere at the National Institutes of Health.
- G. Provide written evidence, prior to reporting to the Clinical Center, of: (1) a negative Mantoux test (intermediate strength PPD) done within the past three months, or a chest x-ray report made within twelve months for those with a positive Mantoux test; and (2) a diphtheria-tetanus booster injection within the past ten years. Those who cannot provide such evidence will have the procedure(s) done upon arrival at the Clinical Center.

GENERAL AGREEMENTS

- A. There will be no discrimination on the basis of race, religion, sex, color, age, handicap, or national origin in the acceptance of students in this program.
- B. The autonomy of the School and the Clinical Center will be observed at all times.
- C. It is understood and agreed that the parties hereto may revise or modify this Agreement by mutually-agreed, written amendments.
- D. This Agreement shall be in force when it is signed by appropriate representatives of the School and the Clinical Center. On January first of the following year and of each succeeding year it shall be deemed to be renewed for an additional one-year term unless either party to this Agreement notifies the other of its intention not to renew. This notification shall be made in writing no less than sixty days before the renewal date. If an agreement is terminated, any student from the School who is in training on the date of termination shall be allowed to complete his/her training as if the Agreement were still in effect.
- E. It is recognized that activities at the Clinical Center, a biomedical research facility at the National Institutes of Health, are subject to Federal laws and regulations. The Director, Clinical Center, has the authority to assure that all applicable Federal requirements are observed, and assumes full responsibility for all activities under his/her jurisdiction.

f. By signing this Agreement, the student agrees to abide by all rules and regulations of the Clinical Center and to all elements of this Agreement.

EXECUTION

Executed in duplicate originals.

SIGNATURES:

The Clinical Center
National Institutes of Health
Bethesda, Maryland

The University of Texas
Health Science Center at Dallas
Southwestern Medical School

by [Signature] 4/14/87
Director Date
The Clinical Center

by [Signature] 4/29/87
President Date

APPROVED AS TO CONTENT:

by [Signature] 4/15/87
Executive Officer Date
The Clinical Center

by [Signature]
Executive Vice Chancellor
for Health Affairs

APPROVED AS TO FORM:

by [Signature] 4/14/87
Associate Director Date
for Quality Assurance
and Medical Education
The Clinical Center

by [Signature]
John L. Darrouzet, Attorney
Office of General Counsel

CERTIFICATE OF APPROVAL

I hereby certify that the foregoing Agreement was approved by the Board of Regents of The University of Texas System on the _____ day of _____, 1987, and that the person whose signature appears above is authorized to execute such agreement on behalf of the Board.

Executive Secretary, Board of Regents
The University of Texas System



REPLY TO
ATTENTION OF

DEPARTMENT OF THE ARMY
UNITED STATES ARMY MEDICAL DEPARTMENT ACTIVITY
FORT HOOD, TEXAS 76844-5063



MEMORANDUM OF AGREEMENT
BETWEEN
DARNALL U.S. ARMY COMMUNITY HOSPITAL
AND
THE UNIVERSITY OF TEXAS AT AUSTIN

SUBJECT: Affiliation Agreement for the Acceptance, Appointment, and Clinical Assignment of University of Texas at Austin trainees by Darnall U.S. Army Community Hospital.

1. Purpose. To define the acceptance, appointment, and clinical assignment of trainees from The University of Texas at Austin by Darnall U.S. Army Community Hospital.
2. Reference. AR 351-3, Professional Training Programs of the Army Medical Department.
3. Problem.
 - a. The University of Texas at Austin, hereafter called educational institution, which is accredited by the Southern Association of Colleges and Universities conducts a program of training for post-graduate level social work students. The program is accredited by the National Association of Social Workers and leads to a Master of Social Work Degree. The program curriculum requires that the trainees obtain clinical learning experience.
 - b. The Darnall U.S. Army Community Hospital, Fort Hood, Texas, hereafter called the Army medical facility, conducts certain clinical activities in which trainees in the educational program, if allowed to participate, can obtain all or part of their required clinical learning experience.
 - c. An affiliation under this memorandum will benefit both parties by contributing to the educational preparation of a future supply of health care providers.
 - d. Trainees will be student volunteers under section 3111 of title 5, United States Code (5 USC 3111). They will not be Federal employees, but will be covered by 5 USC 8101-8151, relating to compensation for certain injuries, and by 28 USC 2671-2680 and 10 USC 1089, relating to tort claims.

e. Selection for this training will be made without regard to race, sex, color, religion, creed, national origin, lawful political or other affiliation, marital status, age (other than legal minimum age limitations), or physical handicap. Handicapped persons will not be provided benefits, service, or training that is different or separate from what is provided to others unless such action is required to provide equity. A qualified handicapped person will not otherwise be limited in the enjoyment of any right, privilege, advantage, or opportunity granted to others receiving the training and benefits of this agreement.

4. Scope. This agreement applies to not more than five trainees per semester and will not detract from the Army Medical Department's medical and training mission.

5. Understanding.

a. This agreement applies to not more than the one category of trainees described in paragraph 3a.

b. Affiliation under this agreement must not detract from the medical mission of the Army medical facility, or the education and training needs of Army Medical Department personnel.

c. There will be no payment of charges or fees between the parties to this agreement, and no payment of compensation by the United States to the trainees.

d. Insofar as the commander of the Army medical facility finds it consistent with his or her command's basic mission, the Army medical facility will--

(1) Screen prospective trainees to ascertain their qualifications and suitability and arrange for their appointment as student volunteers.

(2) Coordinate with the educational institutions to prevent conflict of schedules and activities during the clinical learning experience, and designate an appropriate point of contact for this purpose. This coordination involves--

(a) Planning with representatives of the educational institution.

(b) Orienting trainees and assigning them to specific clinical cases and experiences, including attendance at selected conferences, clinics, courses, and programs conducted by the Army medical facility.

(3) Retain responsibility for patient care in the facility and exercise supervision over trainees consistent with the facility's quality assurance program.

(4) Permit, on reasonable request, the inspection of clinical and related facilities by agencies charged with accreditation of the educational institution program.

(5) Notify the school of any intent to release a student.

e. The educational institution will--

(1) At least 30 days before the beginning of each training period, provide the names of the trainees eligible to be appointed, the dates and hours for which training is requested, and the clinical activities in which training is requested.

(2) Permit trainees to accept Federal appointment as student volunteers for the purpose of participating in clinical learning experiences, and provide such personal information on trainees as is necessary. Verify that they meet minimum age requirements of 18 years and, on request, certify that they are enrolled at least half-time in the educational institution's program. Ensure that trainees are available for completion of the appointment process before the training period begins.

(3) Notify the Army medical facility of a change in the enrollment status of any trainee.

(4) Designate an appropriate point of contact to coordinate trainee activities under this agreement.

(5) Provide and maintain the personnel records and reports necessary to document the trainees' clinical learning experience for the purpose of academic credit.

(6) Be responsible for such health and other medical examinations and protective measures as the commander of the Army medical facility deems necessary.

(7) Assist in the enforcement of such rules and regulations governing trainees as may be issued by the

commander of the Army medical facility and its host installation.

(8) Assist in enforcing the prohibition against the publication by trainees of any material related to the clinical learning experience that has not been reviewed and cleared by the Army medical facility to assure that--

- (a) No classified information is published.
- (b) Infringement of patients' rights to privacy is avoided.
- (c) Military procedures are completely accurate.

(9) Withdraw a trainee from participation in the clinical learning experience on written notice.

6. Effective Period.

The terms of this agreement--

a. Will be effective on 1 January 1990 subject to approval by Health Services Command, and will continue in effect until terminated.

b. May be amended by the parties without referral to the approving authority only to incorporate changes required by Army Regulation 351-3.

7. Termination

Either party may terminate the arrangements under this agreement by giving 30 days advance written notice of the effective date of termination. Except under unusual conditions, the notice will be given before the beginning of a training period. It is understood that the approving authority may terminate these arrangements at any time to meet the mission needs of the Army Medical Department.

The University of Texas
at Austin

Darnall U.S. Army
Community Hospital

By: *William H. Cunningham*
William H. Cunningham
President

By: *Robert G. Claypool*
ROBERT G. CLAYPOOL
Colonel, Medical Corps

Title: _____

Title: Commanding

Date: January 2, 1990

Date: November 10, 1989

FOR THE U.S. ARMY HEALTH SERVICES COMMAND:

Approved

By: _____

Title: _____

Date: _____

THE UNIVERSITY OF TEXAS SYSTEM:

FORM APPROVED:

CONTENT APPROVED:

[Signature]
Office of General Counsel

[Signature]
James P. Duncan
Executive Vice Chancellor
for Academic Affairs

CERTIFICATE OF APPROVAL

I hereby certify that the foregoing Agreement was approved by the Board of Regents of The University of Texas System on the _____ day of _____, 19____, and that the person whose signature appears above is authorized to execute such agreement on behalf of the Board.

Executive Secretary, Board of Regents
The University of Texas System

Department of the Army
William Beaumont Army Medical Center
El Paso, Texas 79920

MEMORANDUM OF AGREEMENT

I. BACKGROUND

1. The Board of Regents of The University of Texas Medical Branch at Galveston have established an approved professional program of special training in preparation for physical therapists. The program requires clinical facilities where the physical therapy students can obtain the clinical learning experience required in the curriculum.
2. The US Army medical facility, William Beaumont Army Medical Center, has the needed clinical facilities for physical therapy trainees from The University of Texas Medical Branch at Galveston to obtain part of the clinical learning experience required. It is to the benefit of The University of Texas Medical Branch at Galveston for physical therapy trainees to use the clinical facilities of the US Army medical facility, William Beaumont Army Medical Center, to obtain part of the clinical learning experience required.
3. The US Army medical facility, William Beaumont Army Medical Center, and the Department of the Army will benefit from making clinical facilities available to physical therapy trainees from The University of Texas Medical Branch at Galveston. The Army will obtain the trainees' clinical learning experience while contributing to the educational preparation of a future supply of physical therapists.
4. The 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 8331-2.

II. UNDERSTANDING

1. The US Army medical facility will --
 - a. Make available the clinical and related facilities needed for the clinical learning experience in physical therapy by students enrolled in the basic physical therapy program at The University of Texas Medical Branch at Galveston and who are designated by The University of Texas Medical Branch at Galveston for such learning experience under the supervision of The University of Texas Medical Branch at Galveston.
 - b. Arrange a clinical learning experience schedule that will not conflict with those of the educational institution.
 - c. Designate an AMSC officer to coordinate the trainee's clinical learning experience in the Physical Therapy Section. This will involve planning with faculty or staff members for the assignment of the trainees to specific clinical 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 trainees' clinical learning experience, reasonable classroom, conference room, office and storage space for participating trainee 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 by agencies charged with the responsibility for accreditation of The University of Texas Medical Branch at Galveston.

2. The University of Texas Medical Branch at Galveston will --

a. Provide the Commanding Officer of the facility with the names of the 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 experience.

c. Have the faculty or staff member, if any, coordinate with designated AMSC 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 publications 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 these trainees which has been based on information acquired through their 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 opinions 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 1 July through 30 June of each year. This agreement may be terminated by either institution or the individual trainee by written notification to all concerned. Except under unusual conditions, such information will be submitted prior to the beginning of a particular training period.

Date _____

ATTEST:

FACILITY

John E. Major
John E. Major, M.D.
Brigadier General, Medical Corps
Commanding

UNIVERSITY

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

FORM APPROVED:

John L. Bennett
Office of the General Counsel
The University of Texas System

CONTENT APPROVED:

Charles R. Phillips
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 the _____ day of _____, 1985, and that the person whose signature appears above is authorized to execute such agreement on behalf of the Board.

Executive Secretary, Board of Regents
The University of Texas System

GENERAL AGREEMENT
AND
MEMORANDUM OF UNDERSTANDING

I. BACKGROUND. This agreement is entered into by and between the United States Air Force, hereafter referred to as "Air Force," and The University of Texas System, hereafter referred to as "University."

1. Air Force and University both operate various health care and research facilities and have established approved health professional training programs that have been accredited by the American Medical Association and other national professional certification agencies. The program curricula require special clinical training in preparation for health professional certificates and degrees.

2. It is to the benefit of University for its clinical trainees and faculty to use the clinical facilities of Air Force to receive their clinical training. Air Force will benefit from the use of University's trainees' and faculty's clinical experience and service.

3. It is to the benefit of Air Force for its trainees and faculty to use the clinical facilities of University to receive their clinical experience. University will benefit from the use of Air Force's trainees' and faculty's experience and service.

II. UNDERSTANDING. The parties acknowledge and agree to the following:

4. When the trainees or faculty of either party are participating under this agreement at the clinical facilities of the other party, the trainees will be under the supervision of the facility officials where the training is taking place, and will be subject to, and be required to abide by all of that facility's applicable rules and regulations.

5. There will be no compensation paid to the faculty or trainees of either party to this agreement for their participation in this program. The use of either party's facilities is for the purpose of the training described in this agreement, and no compensation will be paid for any incidental work benefits that accrue to either party.

6. The program(s) described in this agreement are not intended to replace existing employees or impair existing contracts for services.

7. Each of the parties specifically reserves the right to refuse acceptance into a program conducted at their respective facilities of any trainee or faculty when necessary for the efficient operation of their institution.

a. The number, specific nature of training, and assignment of students to training programs under this agreement will be mutually agreed upon between Air Force and University prior to the beginning of the training period. The format at Attachment 2 may be used for this purpose.

b. Each party to this agreement reserves the right to bar any participant involved in a training program under this agreement from further participation in the agreement when it is determined that the trainee is not fulfilling the terms of this agreement, or when necessary for the efficient operation of the institution.

c. In the performance of the agreement, neither party will discriminate against any trainee on the basis of race, color, creed, national origin, religion, or sex.

8. Neither party will use the name of the other party's institution in publicity or media advertising without the express written consent of such institution; however, the existence and scope of the programs under this agreement may be made known to trainees.

9. In accordance with Air Force regulation, each trainee from University will be required to sign an agreement containing the provisions of the sample Trainee Agreement attached to this agreement (Attachment 3). Each trainee from the Air Force to a University facility will be required to sign an agreement containing the provisions of the sample Trainee Agreement attached to this agreement (Attachment 4).

10. Neither the parties to this agreement nor their trainees will publish any materials developed as the result of their clinical experience until such publication has been approved for release, in writing, by Air Force and University. For training programs under the agreement which occur at the clinical facilities of the respective parties to this agreement,

the institution at whose facilities the program is taking place will:

a. Make available the reasonable clinical and related facilities needed for training under this agreement. The extent and scope of facilities allowed will be discussed between the parties to this agreement; however, the ultimate determination of the scope and extent of facilities made available will be within the sole discretion of the owning institution.

b. Arrange schedules that will not conflict with the orderly operation of the institution.

c. Designate an official to coordinate the trainees' clinical learning experience. 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.

d. Permit, on reasonable request, the inspection of clinical and related facilities by agencies charged with the responsibility for accreditation of Air Force or University.

e. Provide emergency medical and dental treatment to trainees for emergency medical conditions arising during training. The cost of such treatment will be assessed in accordance with the rendering institutions's applicable rules and regulations, and will be paid for by the trainee or his respective institution.

f. Arrange the necessary access to the clinical facilities, including necessary parking or base permits, and including access to dining facilities to be used at the trainee's own expense.

11. Each party to the agreement agrees to:

a. Provide and maintain necessary personnel records and reports for its trainees.

b. Require its trainees and faculty who operate an automobile to maintain the minimum statutory requirements of local and state law and Air Force regulation on automobile liability insurance when driving on Air Force installation.

c. Be responsible for health examinations and other medical examinations or protective measures necessary for trainees involved in programs under this agreement.

12. It is agreed that Air Force members participating under the terms of this agreement at University are Air Force employees acting within the scope of their employment. As such, liability for personal injury or property damage resulting from the negligence of such Air Force employees shall be governed by the Federal Tort Claims Act.

13. University shall, to the extent authorized under the constitution and laws of the State of Texas, indemnify and hold Air Force harmless from University's liability producing acts or omissions during participation under this agreement.

14. University agrees to provide liability insurance coverage, including professional liability (malpractice) coverage, covering liability for personal injury or property damage, including expenses of defense of any such liability claims or actions resulting from liability producing acts or omissions by the trainees or faculty from University under this agreement. University represents that all such liability insurance coverage for the faculty and trainees of University are listed on Attachment 1 hereto, which is incorporated herein by reference. It is expressly agreed by Air Force and the University that any provision in University's Professional Medical Malpractice Self Insurance Plan which excludes coverage for any assumption of liability or indemnity obligation under a contract or agreement shall not be deemed to affect or exclude the insurance coverages listed in Attachment 1 hereto from applying to University trainees or faculty participating under the terms of this agreement. University agrees that if it intends to change such liability insurance coverage (including without limitation increasing or decreasing the amounts of such coverage) after the effective date of this agreement, that University will notify Air Force in writing, at least forty-five days prior to the effective date of the change, of the specific changes intended to be made.

15. It is expressly agreed that this written agreement embodies the entire agreement of the parties regarding this affiliation, and no other agreement exist between the parties except as herein expressly set forth. The terms of this agreement will commence as of June 13, 1985

(Date)

and will continue until terminated as provided below. Termination by either party will require that written

notification be sent by registered mail 30 days prior to the termination date. It is understood and agreed that the Surgeon General, Headquarters USAF, shall have the discretion to terminate this training affiliation agreement at any time if he or she deems it necessary in the interest of the mission of the Air Force. After this agreement has continued in force for a period of three years, it will be reviewed for compliance with existing Air Force policy, in accordance with Air Force regulation.

THE UNITED STATES AIR FORCE

22 Feb 85 By X. Vandenberg
(Date) (Title)
X. VANDENBERG, Maj Gen, USAF, MS
304-14-2323, Gannett
Wing, AFM 400-1000-0000
22 00

THE UNIVERSITY OF TEXAS SYSTEM

5/15/85 By Charles H. Phillips
(Date) Office of the Chancellor
The University of Texas System

APPROVED AS TO FORM:

John L. Duvall
General Counsel's
Office, The University
of Texas System

By Hans Mark
Title Chancellor
Board of Regents
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 the _____ day of _____, 1985, and that the person whose signature appears above is authorized to execute such agreement on behalf of the Board.

Executive Secretary, Board of Regents
The University of Texas System

THE UNIVERSITY OF TEXAS SYSTEM
LIABILITY INSURANCE COVERAGE

In accordance with the General Agreement and Memorandum of Understanding between the United States Air Force and The University of Texas System, the following liability coverages are in effect and provide coverage as stated in said agreement:

A. Statutory Coverages: (Specify statutes and attach 1 copy)

Article 6256-19, Texas Civil Statutes, "The Texas Tort Claims Act."

Article 6256-26, Texas Civil Statutes.

B. Coverages Provided by Insurance Policy(ies) or Self-Insurance Plan(s): (Attach 1 copy of each policy or plan)

The University of Texas System Professional Medical Malpractice Self-Insurance Plan (Handbook and Certificate of Insurance Attached)

Executive Liability and Indemnification Policy No. 8085-71-94, issued by Texas Pacific Indemnity Company (Copy Attached)

C. Other Coverages:

None.

Charles B. Mullins, M.D.

Signature and Title of Certifying Official
of The University of Texas System
Charles B. Mullins, M.D.
Executive Vice Chancellor for Health Affairs

5/15/85

(Date)

SPECIFIC TRAINING AFFILIATION
(Supplementing the General Agreement
and Memorandum of Understanding)

Pursuant to the provisions of the General Agreement and Memorandum of Understanding between The University of Texas System and the United States Air Force, dated _____, the following information is provided:

The _____ proposes to assign
(Department, Facility)

_____ to train
(Number of Trainees) (Category of Trainees)
in the _____ at _____
(Department) (Facility)
for training in _____

(Description of training, including supervision and any particular provisions involving exchange of faculty)

A list of the trainees is attached. The proposed duration of the training is from _____ to _____
(Date) (Date)

Signature and Title of Official
Requesting Affiliation

(Date)

Concurrence of Official(s)
Having Training Responsibilities

(Date)

(Approved.) (Disapproved for reason(s) attached.)

Signature, Commander
USAF Facility

(Date)

(Approved.) (Disapproved for reason(s) attached.)

President, The University of
Texas System Component

(Date)

Office of the Chancellor,
The University of Texas System

(Date)

TRAINEE AGREEMENT ADDENDUM
(For use by University of Texas Trainees)

In consideration of being allowed to use the facilities of the (Name of Medical Facility) in accordance with the Memorandum of Understanding between the University of Texas System and the United States Air Force, dated _____, I agree to comply with the provisions of said agreement, including my obligations concerning compliance with the facility's rules and regulations and the maintenance of automobile liability insurance. I further agree and understand that I will receive no monetary compensation whatever from the United States for this training.

Date

(Typed or Printed Name of Trainee)

Signature of Trainee

TRAINEE AGREEMENT ADDENDUM
(For use by University of Texas Trainees)

In consideration of being allowed to use the facilities of the (Name of Medical Facility) in accordance with the Memorandum of Understanding between the University of Texas System and the United States Air Force, dated _____, I agree to comply with the provisions of said agreement, including my obligations concerning compliance with the facility's rules and regulations and the maintenance of automobile liability insurance. I further agree and understand that I will receive no monetary compensation whatever from the United States for this training.

Date

(Typed or Printed Name of Trainee)

Signature of Trainee

RECESS FOR COMMITTEE MEETINGS AND COMMITTEE REPORTS TO THE BOARD.--At 9:40 a.m., the Board recessed for the meetings of the Standing Committees and Chairman Beecherl 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 of those committees are set forth on the following pages.

REPORTS AND RECOMMENDATIONS OF STANDING COMMITTEES

REPORT OF EXECUTIVE COMMITTEE (Pages 111 - 118).--In compliance with Section 7.14 of Chapter I of Part One of the Regents' Rules and Regulations, Chairman Beecherl 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 - Brackenridge Tract: Establishment of the Brackenridge Tract Fund; Authorization to Purchase Real Property Located at 2504 Lake Austin Boulevard, Austin, Travis County, Texas; and Approval to Transfer Brackenridge Tract Funds to Purchase Additional Real Estate (Exec. Com. Letter 90-13).--Upon recommendation of the Executive Committee, the Board:
 - a. Established the Brackenridge Tract Fund as a quasi-endowment at The University of Texas at Austin by transferring an initial amount of \$110,000 from the current Brackenridge Tract income account.

This quasi-endowment fund will be used to acquire parcels of land within the bounds or adjacent to University-owned land which will increase the overall value of the Brackenridge Tract while generating a prudent investment return for U. T. Austin.
 - b. Authorized the purchase of real property located at 2504 Lake Austin Boulevard, Austin, Travis County, Texas, for \$104,750, plus closing costs.

The acquisition of this property will be the initial investment for the Brackenridge Tract Fund.
 - c. Authorized the transfer of other Brackenridge Tract funds as necessary to purchase additional real estate within the Brackenridge Tract upon the recommendation of President Cunningham and approval by the Executive Vice Chancellor for Academic Affairs, the Executive Vice Chancellor for Asset Management, and the Executive Director for Lands and Endowment Real Estate.

2. U. T. Austin - Communications Building "B" - Replacement of Exterior Metal Panels and Reroofing: Authorization for Project; Appointment of Wiss, Janney, Elstner Associates, Inc., Irving, Texas, as Project Engineer to Prepare Final Plans; Submission to the Coordinating Board; Authorization to Advertise for Bids and for Executive Committee to Award Contract; and Appropriation Therefor (Exec. Com. Letter 90-10).--In 1979, The University of Texas at Austin Physical Plant Department detected a corrosion and deterioration problem with the exterior weathering steel panels which form the facade of the top six floors of the Communications Building "B," originally completed in 1973. Subsequently, between 1980 and 1984 several separate investigations of the problem were performed by U. T. Austin Physical Plant, the U. T. System Office of Facilities Planning and Construction,

U. S. Steel Corporation (manufacturer of the sheet steel stock), and Ford, Powell, and Carson, Architects and Planners (Project Architect for the design and construction of the building). These investigations established the necessity for eventual panel replacement.

In April 1989, the engineering firm of Wiss, Janney, Elstner Associates, Inc. (Wiss, Janney), Irving, Texas, was retained by U. T. Austin to conduct an in-depth evaluation of the current condition of the panels. The major emphasis of this evaluation was to assess the potential hazard to persons and property on the ground below. In their report of May 26, 1989, Wiss, Janney recommended that the building facade be reclad with new panels within the next 18 to 24 months. It was determined that the corrosion is occurring at the inside surface of the panels and has progressed to the extent that the steel is no longer structurally stable.

In accordance therewith, the Board, upon recommendation of the Executive Committee:

- a. Authorized a project for the replacement of the exterior metal panels on all facades and reroofing of the Communications Building "B" at U. T. Austin at a preliminary estimated total project cost of \$3,000,000
- b. Appointed the firm of Wiss, Janney, Elstner Associates, Inc., Irving, Texas, as Project Engineer to prepare final plans and specifications and a detailed cost estimate. The cost estimate will be reported to the U. T. Board of Regents when it has been completed.
- c. Authorized submission of the project to the Texas Higher Education Coordinating Board
- d. Authorized the Office of Facilities Planning and Construction to advertise for bids upon completion of final review of the construction contract documents
- e. Authorized the Executive Committee to award a construction contract within the estimated total project cost
- f. Appropriated \$3,000,000 from U. T. Austin General Fee Balances for total project funding.

A project to correct the problem at an originally estimated project cost of \$1,000,000 was included in the Capital Improvement Program approved by the U. T. Board of Regents in June 1989. At that time, the planning schedule indicated the work would begin in July 1991. However, based upon the study made by Wiss, Janney in April 1989, the speculative total project cost estimate is now \$2.5 to \$3.0 million, including the roof. These actions will amend the 6-year Capital Improvement Program and the FY 1990 Capital Budget.

3. U. T. Austin - Research/Laboratory Facility at the Permian Basin Center for Energy and Economic Diversification (Project No. 102-696): Award of Contracts for Furniture and Furnishings to Office Pavilion Corporate Furnishings Austin, Austin, Texas; G. Madison Co., Dallas, Texas; Office Pavilion Corporate Furnishings San Antonio, San Antonio, Texas; Educational & Institutional Cooperative Service, Inc., Dallas, Texas; CDM Contract Furnishings, Inc., Austin, Texas; and Rockford Business Interiors, Austin, Texas (Exec. Com. Letter 90-11).--The Board, upon recommendation of the Executive Committee, awarded contracts for furniture and furnishings for The University of Texas at Austin Research/Laboratory Facility at the Permian Basin Center for Energy and Economic Diversification to the following lowest responsible bidders:

Office Pavilion Corporate
Furnishings Austin
Austin, Texas

Base Proposal "A"
(Office Casework) \$17,182.09

Base Proposal "B"
(Office Seating) 14,508.03

Base Proposal "C"
(Library Seating) 7,553.52

Base Proposal "D"
(Library and Work Tables) 9,610.38

Alternate Proposal "K-1" in
Lieu of Base Proposal "K"
(Conference Seating) 10,736.96

Total Contract Award to Office
Pavilion Corporate Furnishings
Austin \$ 59,590.98

G. Madison Co.
Dallas, Texas

Base Proposal "E"
(Library Shelving) 13,410.76

Office Pavilion Corporate
Furnishings San Antonio
San Antonio, Texas

Base Proposal "F"
(Conference Tables) 8,099.42

Base Proposal "J"
(Lobby & Waiting Furniture) 10,486.96

Total Contract Award to Office
Pavilion Corporate Furnishings
San Antonio 18,586.38

Educational & Institutional
Cooperative Service, Inc.
Dallas, Texas

Base Proposal "G"
(Classroom Seating) 10,669.00

CDM Contract Furnishings, Inc.
Austin, Texas

Base Proposal "H"
(Files)

\$ 3,633.70

Rockford Business Interiors
Austin, Texas

Base Proposal "I"
(Bookcases & Miscellaneous)

11,423.38

GRAND TOTAL CONTRACT AWARDS

\$117,314.20

4. U. T. Dallas: Approval of Policy for Admission of Lower Division Students Effective with the Summer Session 1990 (Catalog Change) (Exec. Com. Letter 90-12).--In accordance with House Bill 42 adopted by the 71st Legislature, First Called Session, 1989, which authorized the admission of freshman and sophomore students to The University of Texas at Dallas effective with the Summer Session 1990, the Executive Committee recommended and the Board approved the Policy for Admission of Lower Division Students at U. T. Dallas as follows effective with the Summer Session 1990.

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

The University of Texas at Dallas
Policy for Admission of Lower Division Students

A. Preparation Requirements

A freshman applicant must complete the following specified high school units prior to admission to The University of Texas at Dallas.*

1. Language Arts - 4 units including at least one unit of writing skills
2. Foreign Language - 2 units in a single language
3. Mathematics - 3 1/2 units algebra I or higher, including trigonometric functions
4. Science - 3 units of laboratory science beyond physical science
5. Social Studies - 3 units not including work-study
6. Electives - 1 1/2 units
7. Fine Arts - 1/2 unit.

*Applicants otherwise qualified but with Preparation Requirement deficiencies will be reviewed by the Admissions Committee.

B. Resident Admissions Criteria

Applicants who are in the top 25% of their high school graduating class and have scored at least 1100 (SAT) or 27 (ACT) are admissible providing they have completed the Preparation Requirements listed above.

Applicants meeting the following criteria will be considered for admission by the Admissions Committee:

1. Applicants in the top 10% of their high school graduating class not otherwise qualified
2. Applicants in the top 50% of their high school graduating class with at least 1000 (SAT) or 24 (ACT) scores
3. Applicants in the bottom half of their class will not normally be considered.

C. Nonresident Admissions Criteria

Nonresidents must be in the upper 25% of their high school class and have a score of at least 1200 (SAT) or 29 (ACT) to be eligible for admission.

D. Special Provisions

1. Freshman transfer students (less than 30 semester credit hours) must have a minimum 3.0 grade point average on college level work and are subject to the freshman admission standards outlined above.
2. Sophomore transfer students (30 hours or more) will not be accepted prior to the Summer Session of 1991. Admission standards for sophomore transfer students will be available by January 1, 1991.
3. Provisional admissions will not be considered until the Summer Session of 1991. Provisional admission standards will be available by January 1, 1991.

It was noted that the Texas Higher Education Coordinating Board approved the U. T. Dallas lower division implementation plan on January 26, 1990.

5. U. T. El Paso - Geological Sciences Building (Formerly Main Library Building) - Remodeling for Department of Geological Sciences (Project No. 201-671): Award of Contracts for Furniture and Furnishings to Charlotte's Inc., El Paso, Texas; Rockford Business Interiors, Austin, Texas; Rio Grande Contract Furnishings, Inc. dba B.P.S.I., El Paso, Texas; CDM Contract Furnishings, Inc., Austin, Texas; Disco Print Company, Sugarland, Texas; Austin Business Furniture, Austin, Texas; American Desk Manufacturing Company, Taylor, Texas; Kewaunee Scientific Corporation, Statesville, North Carolina; and Dallas Drapery Shops, Dallas, Texas (Exec. Com. Letter 90-11).--Upon recommendation of the Executive Committee, the Board awarded contracts for furniture and furnishings for the Geological Sciences Building (formerly Main Library Building) - Remodeling for Department of Geological Sciences at The University of Texas at El Paso to the following lowest responsible bidders:

Charlotte's Inc.
El Paso, Texas

Base Proposal "A" (Office Casework)	\$48,896.30
Base Proposal "K" (Library Tables)	22,690.45
Base Proposal "Z" (Faculty Office Carpet)	19,967.92
Base Proposal "AA" (Library and Seminar Room Carpet)	21,471.56

Total Contract Award to Charlotte's Inc.	\$113,026.23
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Rockford Business Interiors
Austin, Texas

Base Proposal "B" (Faculty Office Chairs)	13,358.69
Base Proposal "G" (Visitor Chairs)	22,422.82
Base Proposal "L" (Reading Chairs)	13,523.84
Base Proposal "M" (Library Seating)	17,062.56
Base Proposal "T" (Storage Shelving)	4,107.45
Base Proposal "V" (Outdoor Furniture)	23,415.39
Base Proposal "W" (Miscellaneous Items)	19,772.39

Base Proposal "X" (Student Lounge Furniture)	\$ 2,563.76	
Base Proposal "Y" (Waiting Furniture)	19,229.28	
Total Contract Award to Rockford Business Interiors		\$135,456.18
Rio Grande Contract Furnishings, Inc. dba B.P.S.I. El Paso, Texas		
Base Proposal "C" (Graduate Student and Office Work Chairs)	60,889.00	
Base Proposal "D" (Landscape Work Stations)	91,211.00	
Base Proposal "N" (Conference Tables)	4,970.00	
Base Proposal "O" (Conference Chairs)	19,960.00	
Total Contract Award to Rio Grande Contract Furnish- ings, Inc. dba B.P.S.I.		177,030.00
CDM Contract Furnishings, Inc. Austin, Texas		
Base Proposal "E" (Steel Files)	54,390.92	
Base Proposal "H" (Classroom Tables)	41,883.74	
Base Proposal "S" (Specimen Cases)	45,368.32	
Total Contract Award to CDM Contract Furnishings, Inc.		141,642.98
Disco Print Company Sugarland, Texas		
Base Proposal "F" (Bookcases)	41,597.93	
Base Proposal "I" (Classroom Chairs)	5,730.48	
Base Proposal "Q" (Lab Chairs)	25,668.82	
Base Proposal "R" (Map Cases and Drafting Tables)	40,410.94	
Total Contract Award to Disco Print Company		113,408.17

Austin Business Furniture Austin, Texas	
Base Proposal "J" (Tablet Arm Chairs)	\$ 7,544.25
American Desk Manufacturing Company Taylor, Texas	
Base Proposal "P" (Lab Tables)	31,289.00
Kewaunee Scientific Corporation Statesville, North Carolina	
Base Proposal "U" (Microscope Cabinet)	1,556.00
Dallas Drapery Shops Dallas, Texas	
Base Proposal "BB" (Draperies)	<u>4,289.00</u>
GRAND TOTAL CONTRACT AWARDS	\$725,241.81

REPORT AND RECOMMENDATIONS OF THE PERSONNEL AND AUDIT COMMITTEE (Pages 119 - 120).--Committee Chairman Roden reported that the Personnel 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 Personnel and Audit Committee and approved in open session and without objection by the U. T. Board of Regents:

1. U. T. System Administration and U. T. Austin: Approval of Resolution Amending the List of Individuals Authorized to Negotiate, Execute, and Administer Classified Government Contracts (Managerial Group).--In order to comply with the Security Agreement of The University of Texas System with the United States Department of Defense, the Board amended the resolution adopted June 8, 1989, by updating the roster of administrative officials authorized to negotiate, execute, and administer classified government contracts to read as set forth below:

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
Arthur H. Dilly, Executive Secretary to the Board of Regents
Wayne K. Kuentler, Director, Office of Sponsored Projects, U. T. Austin; U. T. System a.k.a. U. T. Austin Security Supervisor
William H. Cunningham, President, U. T. Austin
Gerhard J. Fonken, Executive Vice-President and Provost, U. T. Austin
G. Charles Franklin, Vice-President for Business Affairs, U. T. Austin
Bobby C. McQuiston, Assistant Director, Office of Sponsored Projects, 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:

Louis A. Beecherl, Jr., Chairman
Sam Barshop, Vice-Chairman
Bill Roden, Vice-Chairman
Jack S. Blanton
Robert J. Cruikshank
Tom Loeffler
W. A. "Tex" Moncrief, Jr.
Mario E. Ramirez, M.D.
Shannon H. Ratliff

2. U. T. System and U. T. Austin: Permission for Dr. Hans Mark and Dr. William L. Fisher to Serve as Members of the Secretary of Energy Advisory Board (SEAB) of the U. S. Department of Energy [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, and Dr. William L. Fisher, Director of The University of Texas at Austin Bureau of Economic Geology and Chairman of the Department of Geological Sciences, to serve as members of the Secretary of Energy Advisory Board (SEAB) of the U. S. Department of Energy without compensation other than reimbursement for travel and lodging expenses.

The Secretary of Energy Advisory Board consists of 30 members and was established to provide a mechanism to assist with long-range planning and the analysis of major issues and initiatives being contemplated by the U. S. Department of Energy.

The appointments of Drs. Mark and Fisher to this Board are of benefit to the State of Texas, create no conflict with their regular duties, and are 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 Beecherl congratulated Drs. Mark and Fisher on their appointment to this Advisory Board and noted that of the two members from Texas who serve on this Board both are from the U. T. System.

REPORT AND RECOMMENDATIONS OF THE ACADEMIC AFFAIRS COMMITTEE (Pages 121 - 132).--Committee Chairman Barshop 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. Board of Regents - Regents' Rules and Regulations, Part One: Amendments to Chapter III, Section 24, Subdivision 24.22 (Textbooks and Other Materials Prescribed for the Use of Students).--In order to implement revisions to the institutional dockets to delegate approval of the use of faculty-authored materials to the chief administrative officers of the component institutions and to require an annual report of approved materials to The University of Texas System Administration, the Board amended the Regents' Rules and Regulations, Part One, Chapter III, Section 24, Subdivision 24.22 concerning textbooks and other materials prescribed for the use of students to read as follows:

Sec. 24. Textbooks and Other Materials Prescribed for the Use of Students.

24.22 Textbooks, notebooks, manuals, or other materials for the use of students of a component institution, written or prepared by a member of the faculty of that institution, shall not be prescribed for the use of students in that institution or sold to such students until such books, notes, manuals, or materials shall have been approved, with reasons stated, by the departmental faculty and the dean or deans concerned and by the chief administrative officer. An annual list of such approved materials shall be reported to System Administration via the appropriate Executive Vice Chancellor each August. The report shall indicate the proposed prices and profits, and the authorization shall be effective only to the end of the fiscal year (August 31) for which such approval has been given by the chief administrative officer.

2. U. T. Arlington: Approval of Rental Rates for University-Owned Residence Halls (Dormitories) and Apartments Effective with the Fall Semester 1990 (Catalog Change).--
 The Board approved the rate schedule set forth below for University-owned residence halls (dormitories) and apartments at The University of Texas at Arlington effective with the Fall Semester 1990 and ordered the next appropriate catalog published at U. T. Arlington to be amended to conform to this action:

The University of Texas at Arlington
 Rate Schedule for 1990-91

University-Owned Residence Halls (Dormitories)

	<u>1990-91</u> <u>Rate</u>
<u>LONG SESSION</u>	
Lipscomb (North)	\$1,260
Lipscomb (South)	1,260
Trinity	1,260
Brazos	1,100
Pachl	1,100
<u>SUMMER SESSION</u>	
Lipscomb (North)	420
Lipscomb (South)	420
Trinity	420
Brazos	420
Pachl	420
Summer Groups	\$10 per night per person

Apartments

<u>Complex</u>	<u>No. of</u> <u>Units</u>	<u>Monthly Rate</u> <u>1990-91</u> <u>Maximum</u>
Border West		
1 bedroom	18	\$316
2 bedroom	19	418
Cooper South		
1 bedroom	14	316
2 bedroom	15	418
West		
1 bedroom	7	255*
2 bedroom	7	367*
Pisces		
1 bedroom	58	281
3 bedroom	1	418
Capricorn		
1 bedroom	48	296
1 bedroom	4	306

* Tenant pays electric bill.

Apartments (continued)

<u>Complex</u>	<u>No. of Units</u>	<u>Monthly Rate 1990-91 Maximum</u>
Campus		
1 bedroom	28	\$255*
3 bedroom	1	357*
San Suz		
1 bedroom	22	230*
2 bedroom	1	352*
Del Mar		
1 bedroom	12	214*
Shelmar North		
1 bedroom	12	214*
Shelmar South		
1 bedroom	7	265
2 bedroom	1	296
University Village		
1 bedroom (2 people)	80	296*
1 bedroom (2 people)	28	316*
1 bedroom (2 people)	12	311*
1 bedroom (2 people)	4	337*
1 bedroom (3 people)	4	337*
Warwick II		
1 bedroom	6	296
1 bedroom	12	306
Warwick III		
1 bedroom	14	296
Warwick V		
Efficiency	1	214
1 bedroom	3	316
1 bedroom	8	326
Keys		
1 bedroom	70	260
1 bedroom	2	265
2 bedroom	8	367
2 bedroom	4	372
Libra**		
Efficiency	10	184*

*Tenant pays electric bill.

**The Libra Efficiency complex was acquired in April 1989 through the legislatively-authorized land acquisition program for U. T. Arlington and rental rates had not previously been approved by the U. T. Board of Regents.

3. U. T. Austin: Initial Appointments to Endowed Academic Positions in the (a) College of Business Administration and the Graduate School of Business, (b) College of Engineering, (c) School of Law, (d) College of Natural Sciences, and (e) School of Social Work Effective as Indicated.--Upon recommendation of the Academic Affairs Committee, the Board approved the following initial appointments to endowed academic positions at The University of Texas at Austin effective September 1, 1990, unless otherwise indicated. The professors will vacate any currently held endowed positions on the effective date of the new appointment unless otherwise noted.

a. College of Business Administration and the Graduate School of Business

(1) Dr. Vijay Mahajan, Herman W. Lay Chair Professor of Marketing, Southern Methodist University, to the James L. Bayless/ENSTAR Corp. Chair in Business Administration

(2) Dr. Robert P. Leone, Professor, Department of Marketing Administration, to the Joe C. Thompson Centennial Professorship in Retail Management

b. College of Engineering

(1) Dr. Harris L. Marcus, Harry L. Kent, Jr. Professor in Mechanical Engineering, to the Cullen Trust for Higher Education Endowed Professorship in Engineering No. 1

(2) Dr. J. K. Aggarwal, John J. McKetta Energy Professor in Engineering, to the Cullen Trust for Higher Education Endowed Professorship in Engineering No. 2

(3) Dr. Paul A. Jensen, Baker Hughes Incorporated Centennial Professor, to the Cullen Trust for Higher Education Endowed Professorship in Engineering No. 3

(4) Dr. Zwy Eliezer, Professor, Department of Mechanical Engineering, to the Cullen Trust for Higher Education Endowed Professorship in Engineering No. 4

(5) Dr. Joel W. Barlow, Z. D. Bonner Professor in Chemical Engineering, to the Cullen Trust for Higher Education Endowed Professorship in Engineering No. 5

c. School of Law

(1) Ms. Zipporah B. Wiseman, Joe A. Worsham Centennial Professor in Law, to the Butler & Binion Centennial Research Professorship in Law for the 1990-91 academic year only

(2) Mr. Charles Alan Wright, William B. Bates Chair for the Administration of Justice, to the Hayden W. Head Regents Chair for Faculty Excellence for the 1990-91 academic year only

Ms. Wiseman and Mr. Wright will retain their currently held endowed positions.

d. College of Natural Sciences

Dr. Alan H. Cowley, Professor, Department of Chemistry, to the Richard J. V. Johnson - Welch Regents Chair in Chemistry effective immediately

e. School of Social Work

Dr. Ruth G. McRoy, Associate Professor, School of Social Work, to the Ruby Lee Piester Centennial Professorship in Services to Children and Families.

4. U. T. Austin: Authorization to Name the "Green Room" in the Nancy Lee and Perry Bass Concert Hall the David Bruton, Jr. Green Room and the Opera Lab Theatre the Ralph and Ruth McCullough Theatre, Both Located in the Performing Arts Center (Regents' Rules and Regulations, Part One, Chapter VIII, Section 1, Subsection 1.2, Naming of Facilities Other Than Buildings).--In accordance with the Regents' Rules and Regulations, Part One, Chapter VIII, Section 1, Subsection 1.2, relating to the naming of facilities other than buildings, the Board named the "green room" in the Nancy Lee and Perry Bass Concert Hall the David Bruton, Jr. Green Room and the Opera Lab Theatre the Ralph and Ruth McCullough Theatre, both located in the Performing Arts Center at The University of Texas at Austin.

The naming of these rooms is in recognition of gifts received from the David Bruton, Jr. Charitable Trust, Dallas, Texas, and the Ralph H. and Ruth J. McCullough Foundation, Houston, Texas, for addition to the Z. T. Scott Family Endowment for the Performing Arts in the College of Fine Arts.

5. U. T. Austin: Approval of Increases in Certain Parking and Traffic Enforcement Fees Effective with the Fall Semester 1990 (Catalog Change).--The Academic Affairs Committee recommended and the Board approved increases in certain parking and traffic enforcement fees at The University of Texas at Austin effective with the Fall Semester 1990 as set forth below:

<u>Offense</u>	<u>1990-91 Fees</u>
Possession or use of a lost/ stolen or forged permit	\$50.00
Parking improperly	15.00

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

6. U. T. Austin: Establishment of a Student Recreational Sports Fee Effective with the Fall Semester 1990 (Catalog Change).--The Board, upon recommendation of the Academic Affairs Committee, established a Student Recreational Sports Fee at The University of Texas at Austin effective with the Fall Semester 1990 to be assessed at the rate of \$20.00 per semester or 12-week summer session and \$10.00 per six-week summer session for funding the recreational sports facility as authorized by the Texas Education Code, Section 54.510.

This fee was authorized by the 69th Legislature to support funding of a recreational sports facility scheduled to open in the Fall Semester 1990. The proceeds from the fee are to be used only for "...financing, constructing, operating, maintaining, and improving recreational sports facilities and programs at the university."

The next appropriate catalog published at U. T. Austin will be amended to conform to this action.

7. U. T. Austin: Approval to Increase the Compulsory Student Services Fee Effective with the Fall Semester 1990 (Catalog Change).--In order to respond to programmatic changes and to support salary increases, approval was given to increase the Compulsory Student Services Fee at The University of Texas at Austin from \$94.36 to \$97.68 per semester or summer session for a student taking twelve or more semester credit hours effective with the Fall Semester 1990.

This fee is comprised of two components: (a) an increase in the compulsory fee for operation of the Student Health Center from \$40.60 to \$42.24 per semester or summer session for all students, and (b) an increase from \$4.48 per semester credit hour to \$4.62 per semester credit hour for a maximum charge of \$55.44 for a student taking twelve or more credit hours of course work per semester or summer session for other services or agencies funded in part or totally from the Student Services Fee.

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

8. U. T. Austin: Authorization to Establish Differential Graduate Tuition Rates for the School of Architecture and the College of Engineering and Approval to Increase the Differential Tuition Rates for the School of Law Effective with the Fall Semester 1990 (Catalog Change).--Upon recommendation of the Academic Affairs Committee, the Board established differential graduate tuition rates for the School of Architecture and the College of Engineering and approved increases in the per semester credit hour tuition charges for the School of Law at The University of Texas at Austin effective with the Fall Semester 1990 as set forth on Page 127.

Graduate Tuition*
Rates for 1990-91

<u>School of</u>	
<u>Architecture</u>	
Resident	\$ 36
Nonresident	152
<u>College of Engineering</u>	
Resident	36
Nonresident	152
<u>School of Law</u>	
Resident	97
Nonresident	187

*Dollars per semester credit hour of registration.

Priority uses of the additional funds derived from all differential tuition charges are to provide scholarship assistance to students who could not otherwise meet new tuition costs and for faculty salaries or other academic program needs in the school or college from which the revenues are generated.

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

9. U. T. Dallas: Approval to Increase the Compulsory Student Services Fee Effective with the Fall Semester 1990 (Catalog Change).--Committee Chairman Barshop reported that there was a recommendation before the Board to increase the Compulsory Student Services Fee at The University of Texas at Dallas from \$7.50 per semester credit hour to \$10.00 per semester credit hour with a maximum of \$90.00 per semester or \$60.00 per eight-week summer session effective with the Fall Semester 1990.

Mr. Barshop stated that the Student Life Committee at U. T. Dallas serves as the Student Services Fee Advisory Committee and does not endorse the recommendation by President Rutford. In accordance with provisions of the Regents' Rules and Regulations and the Texas Education Code, representatives of the Student Life Committee had requested an opportunity to make a presentation to the Board, and copies of that request had been shared with all members of the Board.

Committee Chairman Barshop then called on President Rutford to summarize the facts and introduce the students for their comments. Dr. Rutford pointed out that enrollment growth since 1984 has led to staffing and programming deficiencies with available revenues not allowing for new or expanded programming and services or permitting the accumulation of adequate operating reserves. In addition, the enrollment of freshmen and sophomores beginning in the Fall Semester 1990 will require additional staff and programs. Although lower division students will also pay the fee, the revenue from that source at the existing rate would not be sufficient to fund needed services.

President Rutford introduced Ms. Debbie Miller, Mr. Bryan Neal, and Mr. James Grant of the U. T. Dallas Student Life Committee. Ms. Miller thanked the Board

for giving the students the opportunity to discuss the fee increase and indicated this subject is not only an important issue at U. T. Dallas but that all schools in The University of Texas System are very interested in this matter. She pointed out that the Committee which is in disagreement with Dr. Rutford's recommendation is made up of seven students and five faculty members and noted that her letter of March 30, 1990, which is set out on Pages 129 - 131, was more detailed than her presentation. Ms. Miller reiterated that the two issues of disagreement are the level and type of counseling center services and support of the Office of Vice President for Administration and Student Affairs. She emphasized that the students feel that if they were not paying for the Vice President's Office and extravagant counseling center services they would have plenty of funds. The students supported the admission of lower division students but do not think at this time that all students should be asked to pay an increase.

Dr. Rutford reported that some student services fee money had been used to support the Office of Vice President for Administration and Student Affairs, and the Administration is in the process of reviewing funding for all student activities on campus.

Following a detailed discussion, Committee Chairman Barshop thanked the students for a thoughtful and important presentation. He noted that although the Academic Affairs Committee was prepared to recommend approval of the Administration's recommendation to increase the per credit hour student fee, the Committee would take note of President Rutford's commitment to shift some personnel costs to other fund sources in the future to address concerns expressed by the Student Life Committee. Mr. Barshop emphasized that Executive Vice Chancellor for Academic Affairs Duncan and President Rutford will carefully consider the concerns of the Committee during preparation of the 1990-91 and subsequent operating budget recommendations and make any adjustments possible within available resources. There being no objection, the Board approved the recommendation of the Academic Affairs Committee.

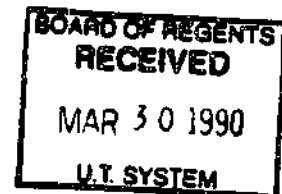
The next appropriate catalog published at U. T. Dallas will be amended to reflect this action.



THE UNIVERSITY OF TEXAS AT DALLAS

BOX 830888 RICHARDSON, TEXAS 75083-0888

March 30, 1990



Board of Regents
The University of Texas System
Attention: Arthur H. Dilly
Executive Secretary to the Board of Regents
201 West 7th Street, ASH 820
Austin, Texas 78701

Dear Mr. Dilly:

The Student Life Committee of the University of Texas at Dallas requests to be placed on the Regents' agenda for the April 12 meeting. Bryan Neal and I have been designated as representatives to address our committee's concerns to the Regents.

The committee believes the recommended raise in student service fees is directly correlated to the budget. We voted to accept a substantial portion of Dr. Rutford's recommended student service fee budget for the fiscal year 1991 with the exceptions of the Office of Vice President of Administration and Student Affairs, the Counseling Center, and Special Projects. The committee noted other areas of the budget which need to be addressed in the future, such as student service fee's funding of library hours. However, we realize this must be a gradual process of returning the use of student service fees to non-academic and non-administrative areas.

The committee also voted not to approve the recommended student service fee increase believing the increase is neither appropriate or necessary. We are concerned that if a fee increase were approved at the present time, the income generated by this increase would be used in administrative or academic areas should state funding not be sufficient for the university budget as proposed by Dr. Rutford. Dr. Beadle indicated to the committee an increase in service fees is necessary due to the lack of an adequate projected unexpended balance at year end in the service fee account. If the budget were accepted as proposed by our committee, the student service fee account would have an unexpended balance. Dr. Rutford's memo stated an increase in fees is necessary due to the incoming freshmen. While the legislature and coordinating board were considering the proposal to add freshmen and sophomores to our university, students and



AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION UNIVERSITY

faculty were given the impression that private monies would be available for this expansion, and the expansion would not be a direct cost to current students. Now that the expansion has been approved, current students are being asked to pay additional fees for services for the modest number of projected incoming freshmen.

The committee believes that while our student service fees are funding areas not traditionally funded through this source, we cannot ask our students to pay a fee increase. When the position of Vice President of Administration and Student Affairs was added at our university, there was concern that this position should not be funded from student service fees. Continuously, the Student Life Committee has addressed concern over funding an office of the level of vice president with student service fees. Until this office is completely removed from student service fees, we cannot ask students to pay additional fees.

We are very much aware of the need to work within a conservative, well-managed budget. In recognition of this need, the committee recommended a reduction in the funding of the counseling center. The counseling center is funded extravagantly, and we would like to have a center which offers basic services and excludes such services as bio-feedback and hypnosis.

The minutes of last year's committee state: "An additional concern is about the large size of the Counseling Center budget given the modest number of students being served." A memo from Dr. Rutford, dated June 7, 1989, stated an external review of the counseling center would be conducted. To our knowledge, this review has not been done; the Student Life Committee has certainly received no information of this review, and again, we are concerned about the excessive funding serving a small number of students. This year's committee reiterated that concern by recommending a reduction of 31.7% in the budget of the counseling center.

The committee has demonstrated its desire to work within a conservative budget by not approving the following special projects which students have requested: a campus outside basketball court, a weight room, a computer bulletin board service, and Valhalla Scientific (wellness/fitness) equipment. While we agree that we would like to have these items available for our student body, the economics of our budget preclude our approval.

Representatives of the Student Life Committee met with Dr. Rutford to make the committee's recommendations known and to support our recommendations with our reasoning. At this meeting, Dr. Rutford stated that fees would not be raised at this time and that he would respond to us regarding the other budget items. Dr. Rutford's response of March 5 and 6 was disheartening because

he has recommended an increase in student service fees to the Regents and rejected the committee's recommendations regarding the funding of an administrative office at the level of vice president and our desire to the moderate approach to our counseling center.

We request an opportunity to address these issues to the Regents at their April 12 meeting.

Sincerely,

Debbie Miller

Debbie Miller
Representative
Student Life Committee

cc: Dr. Hans Mark
Dr. James P. Duncan
Ms. Francie Frederick
Dr. Robert H. Rutherford
Dr. Priscilla Beadle

10. U. T. Pan American: Authorization to Grant a Third-Year Leave of Absence Without Pay to Dr. Manuel Lopez for the 1990-91 Fiscal Year (Part One, Chapter III, Section 16, Subsection 16.4 of the Regents' Rules and Regulations).--
In accordance with Part One, Chapter III, Section 16, Subsection 16.4 of the Regents' Rules and Regulations, the Board granted a third-year leave of absence, without pay, to Dr. Manuel Lopez, Associate Professor, Department of Sociology, College of Arts and Sciences at The University of Texas - Pan American, for the 1990-91 fiscal year.

Dr. Lopez has been on leave for the past two years to serve at the University of Wisconsin System to restructure its library network. The policy analysis and program evaluation have been completed, and the project has recently moved to the institutional research stage. Completion of the project will broaden Dr. Lopez' skills as a social scientist and enhance his effectiveness upon his return to U. T. Pan American.

REPORT AND RECOMMENDATIONS OF THE HEALTH AFFAIRS COMMITTEE (Pages 133 - 214).--Committee Chairman Blanton 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. Southwestern Medical Center - Dallas: Appointment of Robert W. McKenna, M.D., Initial Holder of the John H. Childers, M.D. Professorship in Pathology Effective Immediately.--The Board approved the appointment of Robert W. McKenna, M.D., Professor of Pathology and Acting Chairman of the Department of Pathology, as initial holder of the John H. Childers, M.D. Professorship in Pathology at The University of Texas Southwestern Medical Center at Dallas effective immediately.

2. U. T. Medical Branch - Galveston: Dr. James C. Lee Appointed Initial Holder of The Robert A. Welch Distinguished Chair in Chemistry Effective July 1, 1990.--Upon recommendation of the Health Affairs Committee, the Board appointed Dr. James C. Lee, Professor in the Department of Human Biological Chemistry and Genetics, as initial holder of The Robert A. Welch Distinguished Chair in Chemistry at The University of Texas Medical Branch at Galveston effective July 1, 1990.

See Page 233 related to the redesignation of this Chair.

3. U. T. Medical Branch - Galveston: Permission for Walter J. Meyer III, M.D., to Serve on the Interagency Council on Sex Offender Treatment [Regents' Rules and Regulations, Part One, Chapter III, Section 13, Subsections 13.(10) and 13.(11)].--Permission was granted for Walter J. Meyer III, M.D., Professor of Psychiatry and Behavioral Sciences at The University of Texas Medical Branch at Galveston, to serve on the Interagency Council on Sex Offender Treatment for a five-year term to expire February 1, 1995. His service in this capacity will be without remuneration.

Dr. Meyer's appointment to this Council by Governor Clements is of benefit to the State of Texas, creates no conflict with his regular duties at the U. T. Medical Branch - Galveston, 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. Health Science Center - Houston: Approval of the (a) Agreement of Sub-Affiliation with Affiliated Medical Services (AMS), a Texas Nonprofit Corporation, for the Provision of Professional Services to the Harris County Hospital District (HCHD) and (b) Clarification Agreement Related to the Role of the U. T. Board of Regents.--The Board, upon recommendation of the Health Affairs Committee:
- a. Approved the terms and conditions of the Agreement of Sub-Affiliation set out on Pages 135 - 211 by and between the Board of Regents of The University of Texas System, for and on behalf of The University of Texas Health Science Center at Houston, and Affiliated Medical Services (AMS), a Texas nonprofit corporation
 - b. Approved the terms of the Clarification Agreement set out on Pages 212 - 213.

At the December 1986 meeting, the U. T. Board of Regents entered into an Agreement of Preliminary Understanding with Baylor College of Medicine (BCM), Houston, Texas, in which it agreed that Baylor College of Medicine and the U. T. Health Science Center - Houston would become the sole members of Affiliated Medical Services (AMS), a nonprofit corporation, whose purpose would be to subcontract for and provide and coordinate health care to the patients of the hospitals and neighborhood clinics of the Harris County Hospital District (HCHD).

Since that time, AMS has incorporated and its Board has negotiated an affiliation agreement with the HCHD to provide, through its subcontractors, BCM and the U. T. Health Science Center - Houston professional services to the patients of HCHD as well as education and training for medical students, interns, residents, fellows, and other health and hospital personnel of its subcontractors (Exhibit A to the Agreement of Sub-Affiliation). Thus, the U. T. Health Science Center - Houston will assume the relevant share of patient care duties and services imposed by AMS.

The Clarification Agreement among the U. T. Health Science Center - Houston, the U. T. Medical School - Houston, BCM, and AMS specifies that the U. T. Board of Regents has been and is acting through the U. T. Health Science Center - Houston for and on behalf of the U. T. Medical School - Houston in entering into and approving agreements concerning AMS. Section 61.003 of the Texas Education Code defines the U. T. Medical School - Houston as a "medical or dental unit," but the U. T. Health Science Center - Houston as an entity is not so defined. The U. T. Health Science Center - Houston is the party mentioned in all the AMS agreements approved by the U. T. Board of Regents. In order to insure compliance with Chapter 312 of the Health and Safety Code and to eliminate any doubt concerning the validity of those agreements which authorize the formation of entities such as AMS and enables them, medical schools, and public hospitals to contract with each other, the parties have entered into a Clarification Agreement to indicate the intent of the U. T. Board of Regents to act on behalf of the U. T. Medical School - Houston in all matters concerning AMS.

AGREEMENT OF SUB-AFFILIATION BETWEEN
AFFILIATED MEDICAL SERVICES
and
THE BOARD OF REGENTS OF THE
UNIVERSITY OF TEXAS SYSTEM

THIS AGREEMENT of Sub-Affiliation ("Agreement") is made and entered into by and between Affiliated Medical Services, a Texas nonprofit corporation ("AMS"), and the Board of Regents ("UT Board of Regents") of The University of Texas System ("UTS") which is authorized and acting for and on behalf of The University of Texas Medical School at Houston through The University of Texas Health Science Center at Houston ("UTHSCH"), a component institution of UTS.

W I T N E S S E T H :

WHEREAS, UTHSCH has a medical school which, incident to its educational and medical training programs, requires access for its faculty, residents, fellows, and other health care professionals to hospitals and other health care facilities; and

WHEREAS, AMS is entering into an Agreement of Affiliation with the Harris County Hospital District, a political subdivision organized under the laws of the State of Texas (the "District"), copy of which is attached hereto as Exhibit A (the "Affiliation Agreement"); and

WHEREAS, pursuant to the Affiliation Agreement, AMS is required to supply the District with the services of qualified physicians, House Staff and other health care professionals ("Providers") from UTHSCH and Baylor College of Medicine ("Baylor")

to provide professional services to patients of the District's Hospitals and Community Health Centers; and

WHEREAS, in order to obtain access for UTHSCH's faculty, residents, fellows, and other health care professionals to the District's Hospitals and Community Health Centers to further UTHSCH's educational and medical training programs, UTHSCH has agreed to provide AMS with the services of certain of its faculty, residents, fellows, and other health care professionals to fulfill, in part, the obligations of AMS to the District under the Affiliation Agreement, all pursuant to the terms hereof and the terms of the Affiliation Agreement;

NOW, THEREFORE, for and in consideration of the promises, and the mutual covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, UTHSCH and AMS hereby agree as follows:

1. Division of Patient Care Services. AMS shall annually decide in writing, at or prior to the time AMS and the District agree on the Contract Amount to be received by AMS pursuant to Paragraph 6 of the Affiliation Agreement, the percentage and distribution of the total patient care services needed by the District which shall be provided by UTHSCH Providers. Such distribution shall be prepared by the General Director of AMS and be approved by the AMS Board. It shall include the number and categories of Providers needed from UTHSCH and those Hospitals and Community Health Centers where

they will be located and shall be attached each year to this Agreement as Exhibit B - 1990, through Exhibit B - 2010.

2. Provision of Services. UTHSCH agrees that it will provide the UTHSCH Providers as set forth in the relevant Exhibit B.

3. Incorporation by Reference and Assumption of Duties. The terms and provisions of the Affiliation Agreement are hereby incorporated by reference into this Agreement and UTHSCH hereby assumes the duties imposed on AMS in the Affiliation Agreement with respect to UTHSCH and those services to be performed by UTHSCH Providers pursuant to the Affiliation Agreement. No amendment to the Affiliation Agreement shall be binding upon UTHSCH or with respect to the services to be provided by the UTHSCH Providers hereunder unless approved in writing by UTHSCH.

4. Annual Subcontract Amount. AMS and UTHSCH agree that the percentage of the Contract Amount that UTHSCH will receive from AMS will be determined annually, in writing, by AMS at or prior to the time AMS and the District agree on the Contract Amount to be received by AMS pursuant to Paragraph 6 of the Affiliation Agreement.

Such percentage of the Contract Amount shall be based on the calculation of the final distribution of patient care services set forth in the relevant Exhibit B and shall reflect those patient care services supplied by AMS to the District which are provided by the UTHSCH Providers. In the

event that, at the time AMS and the District are ready to agree on the Contract Amount, AMS and UTHSCH have not agreed on the annual percentage of the Contract Amount to be paid to UTHSCH, the Deans of UTHSCH and Baylor shall finally determine such percentage in writing prior to the time AMS and the District agree on the Contract Amount. In the event that the services to be rendered by Baylor and UTHSCH Providers materially change during a Contract Year, the percentage will be adjusted accordingly by AMS as of the date of such change or changes.

5. Fees. As consideration for the services provided by UTHSCH, AMS shall pay UTHSCH a monthly fee equal to (a) an amount allocated to UTHSCH to cover its costs for insuring its House Staff (consistent with the amount provided therefor in the Contract Amount and received by AMS), (b) an amount allocated to UTHSCH to cover its costs for insuring its Providers (other than House Staff, consistent with the amount provided therefor in the Contract Amount and received by AMS), (c) an amount allocated to UTHSCH for services with regard to the Community Health Centers commensurate with the services rendered, (d) an amount allocated to UTHSCH for services with regard to the Thomas Street Clinic commensurate with the services rendered, and (e) its percentage (determined in accordance with Paragraph 4 hereof) of the Contract Amount (after taking into account amounts paid to UTHSCH and Baylor pursuant to (a), (b), (c), and (d) hereof) times the payment

received by AMS (after taking into account amounts paid to UTHSCH pursuant to (a), (b), (c), and (d) hereof); or an added or lesser amount, based on actual services rendered, as determined by the General Director of AMS and agreed to by the Deans of UTHSCH and Baylor.

The method of allocation described above shall be reviewed and approved by AMS and UTHSCH.

6. Allocation of Revenues from Physician Services Billing. Any net revenues available to AMS which are the result of billing for physician services provided by UTHSCH physicians shall be returned to UTHSCH for use in accordance with Paragraph 6.4 of the Affiliation Agreement.

7. Term. This Agreement shall be effective on July 1, 1990 and shall continue in full force and effect until June 30, 2010.

8. Termination. In the event that the Affiliation Agreement is terminated for any reason, either party may terminate this Agreement (without prejudice to UTHSCH of its right to be compensated through the date of termination for services rendered under this Agreement through such date) on ten (10) days prior written notice to the other party.

9. Amendments. This Agreement may be amended only by a written instrument duly authorized for execution by the governing boards of the respective parties hereto.

10. Assignability. This Agreement may not be assigned by either party hereto without the express written consent of the other party.

11. Defined Terms. Defined terms herein shall have the meanings ascribed to them in the Affiliation Agreement unless provided to the contrary herein.

12. AMS Expenses. Upon request from AMS, UTHSCH shall promptly reimburse AMS for its share of AMS' unreimbursed costs based upon the percentage determined from time to time in accordance with Paragraph 4 hereof.

IN WITNESS WHEREOF, this Agreement has been executed in counterpart originals, each of which shall be deemed an original but all of which shall constitute one and the same document, on behalf of the parties hereto on the respective dates set forth on the signature lines hereof.

ATTEST:

BOARD OF REGENTS OF THE
UNIVERSITY OF TEXAS SYSTEM

By _____
Arthur H. Dilly
Executive Secretary

By _____
Charles B. Mullins, M.D.
Executive Vice Chancellor
for Health Affairs

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

By _____
Susan O. Bradshaw
Attorney
Office of General Counsel

By _____
M. David Low, M.D.
President
University of Texas Health
Science Center at Houston

By _____
John C. Ribble, M.D.
Dean
University of Texas
Medical School at Houston

ATTEST:

AFFILIATED MEDICAL SERVICES

By _____

By _____
Raymond H. Kaufman, M.D.
Chairperson, Board of
Trustees
Affiliated Medical Services

SUBMITTED TO the Commissioner
of Health, the _____ day of
_____, 1990

APPROVED BY the Commissioner
of Health, the _____ day of
_____, 1990

By _____

Name _____

Title _____

Exhibit A

25-A-0-15

AGREEMENT OF AFFILIATION
BETWEEN
AFFILIATED MEDICAL SERVICES
AND
HARRIS COUNTY HOSPITAL DISTRICT

Effective Date:

July 1, 1990

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1 AGREEMENT OF AFFILIATION
2
3

4 This AGREEMENT made and entered into by and between the
5 Harris County Hospital District, a political subdivision or-
6 ganized under the laws of the State of Texas, and Affiliated
7 Medical Services, a nonprofit corporation organized under the
8 laws of the State of Texas.
9

10 WITNESSETH:
11

12 WHEREAS, the District is the owner and operator of the new
13 Ben Taub General Hospital, the Lyndon B. Johnson General Hospi-
14 tal, the Quentin Mease Community Hospital, and the Community
15 Health Centers, situated in Harris County, Texas, providing
16 medical and hospital care to the indigent ill of Harris County,
17 Texas; and
18

19 WHEREAS, AMS is a coordinating entity for the provision of
20 education and patient care created pursuant to Tex. Health &
21 Safety Code Ann., Ch. 678, Sections 312.001-312.007 whose members
22 are Baylor College of Medicine and The University of Texas Health
23 Science Center at Houston, a component member of The University
24 of Texas System; and

TEXT - 1

1

2 WHEREAS, the District and AMS and its Subcontractors have
3 certain objectives in common, namely (a) the advancement of
4 medical service through quality professional care of patients,
5 (b) the education and training of medical students, interns,
6 residents, and fellows and other health and hospital personnel,
7 (c) the advancement of medical knowledge through research, and
8 (d) the promotion of personal and community health; and

9

10 WHEREAS, the objectives of the District and AMS and its
11 Subcontractors can best be accomplished through affiliated and
12 cooperative operations, and AMS proposes to effectuate such
13 operations by entering into this Agreement with the District to
14 provide medical services to the patients of the District by
15 entering into subcontracts with the Subcontractors whereby mem-
16 bers of the faculty, residents, fellows and other health care
17 professionals affiliated with the Subcontractors will be made
18 available to perform such services incident to the educational
19 and medical training programs of such institutions under the
20 supervision of AMS as coordinator of such programs; and

21

22 WHEREAS, it is mutually recognized that the primary function
23 of the District is the provision of quality patient care for the
24 citizens of Harris County; and

25

TEXT - 2

1 WHEREAS, it is the desire of both parties and it is for the
2 benefit of the citizens of Harris County that the Hospitals and
3 Community Health Centers maintain quality programs of medical
4 education both for graduate students and for undergraduate
5 medical students in order that the District, AMS and its Subcon-
6 tractors may all accomplish their objectives in a larger measure;
7 and

8
9 WHEREAS, the parties hereto recognize that the Subcontrac-
10 tors will continue, as in the past, to operate quality medical
11 schools and shall retain all jurisdictional powers incident to
12 separate ownership and operation, including, but not limited to,
13 the power to determine the general and fiscal policies and to
14 appoint administrative, faculty and other personnel;

15
16 NOW, THEREFORE, for and in consideration of the premises and
17 in further consideration of the matters hereinafter set forth,
18 the District and AMS do hereby stipulate and agree as follows:
19

20 1. DEFINITIONS.

21
22 For purposes of this Agreement, the following terms shall
23 have the meanings ascribed thereto unless otherwise clearly
24 required by the context in which such term is used.
25

TEXT - 3

1 1.1 Agreement. The term "Agreement" shall mean this
2 AGREEMENT OF AFFILIATION and any amendment(s) thereto as may be
3 from time to time adopted as hereinafter provided.
4

5 1.2 AMS. The term "AMS" shall mean Affiliated Medical
6 Services, a Texas nonprofit corporation.
7

8 1.3 Board of AMS. The term "Board of AMS" shall mean the
9 governing board of AMS, as provided for by the Bylaws of AMS.
10

11 1.4 Board of Managers. The term "Board of Managers" shall
12 mean the governing board of the District, as provided for by
13 State law and the Bylaws of the District Board of Managers.
14

15 1.5 Community Health Centers. The term "Community Health
16 Centers" shall mean the network of clinics operated by the
17 District as part of the District's community health programs
18 currently including the Acres Home Clinic, Baytown Clinic, Casa
19 de Amigos Clinic, Martin Luther King Clinic, Ripley Clinic,
20 Settegast Clinic, Bordersville Clinic, El Centre Clinic, Straw-
21 berry Clinic, Thomas Street Clinic (medical specialty clinic),
22 and West End Clinic, located in Harris County, Texas.
23

24 1.6 Contract Amount. The term "Contract Amount" shall mean
25 the annual total maximum payment from the District to AMS for

TEXT - 4

1 Provider coverage and services furnished hereunder as determined
2 pursuant to Paragraph 6 hereof.
3

4 1.7 Contract Year. The term "Contract Year" shall mean
5 each twelve (12) month period during the Term of this Agreement
6 coinciding with the District's Fiscal Year; provided; however,
7 the initial Contract Year shall be for a nine (9) month period
8 commencing July 1, 1990, and ending March 31, 1991.
9

10 1.8 District. The term the "District" shall mean the
11 Harris County Hospital District, a political subdivision or-
12 ganized under the laws of the State.
13

14 1.9 District Administrator. The term "District Ad-
15 ministrator" shall mean the individual serving in the position
16 currently entitled President/Chief Executive Officer/Chief Ad-
17 ministrator of the District or the District Administrator's
18 designee(s).
19

20 1.10 Fiscal Year. The term "Fiscal Year" shall mean the
21 fiscal year of the District, currently April 1 - March 31.
22

23 1.11 General Director of AMS. The term "General Director of
24 AMS" shall mean a physician duly licensed in the State, serving

TEXT - 5

1 as the chief executive officer of AMS, as provided for by the
2 Bylaws of AMS.

3

4 1.12 Hospitals. The term "Hospitals" shall mean the hospi-
5 tal facilities operated by the District known as the new Ben Taub
6 General Hospital, the Lyndon B. Johnson General Hospital, and the
7 Quentin Mease Community Hospital, located in Houston, Harris
8 County, Texas.

9

10 1.13 House Staff. The term "House Staff" shall mean the
11 physicians-in-training (including interns, residents, and fel-
12 lows) affiliated with Subcontractors and assigned by Subcontrac-
13 tors to AMS to further their medical education via the provision
14 of medical services to the patients of the District in the
15 Hospitals and Community Health Centers.

16

17 1.14 Joint Conference Committee. The term "Joint Con-
18 ference Committee" shall mean the Joint Conference Committee of
19 the Board of Managers, as created by the Bylaws of the District
20 Board of Managers, and shall include the members as from time-
21 to-time designated by such Bylaws.

22

23 1.15 Medical Board. The term "Medical Board" shall mean the
24 committee established by the Bylaws of the Medical and Dental

TEXT - 6

1 Staff of the District, with authority to exercise executive
2 committee functions on behalf of the Medical Staff.
3

4 1.16 Medical Staff. The term "Medical Staff" shall mean the
5 organized Medical Staff of the Hospitals and Community Health
6 Centers or any duly constituted subdivisions thereof, as created
7 by the Bylaws of the Medical and Dental Staff of the District.
8

9 1.17 Providers. The term "Providers" shall mean the faculty
10 physicians, House Staff, and other health care professionals
11 affiliated with Subcontractors and assigned to AMS to provide
12 patient care services to the patients of the District in the
13 Hospitals and Community Health Centers--each of which Providers
14 must, to the extent required and as appropriate, apply for, be
15 awarded, and maintain in good standing (a) any applicable state
16 licensure required of such Provider and (b) membership and
17 privileges in the Medical Staff or receive and maintain temporary
18 privileges, as provided for by the Bylaws of the Medical and
19 Dental Staff of the District.
20

21 1.18 Service Subcontracts. The term "Service Subcontracts"
22 shall mean the subcontracts entered into between AMS and Subcon-
23 tractors whereby Providers will be made available to perform the
24 professional services required under the Agreement.
25

TEXT - 7

1 1.19 State. The term "State" shall mean the State of Texas.

2

3 1.20 Subcontractors. The term "Subcontractors" shall in-
4 dividually or collectively, as required by the context, mean
5 Baylor College of Medicine and The University of Texas Health
6 Science Center at Houston, a component member of The University
7 of Texas System.

8

9 1.21 Term. The term "Term" shall mean the contract period
10 provided for under this Agreement.

11

12 2. AFFILIATION AND JURISDICTION.

13

14 2.1 Affiliation. AMS and the District agree that AMS will
15 make available Providers to the Hospitals and Community Health
16 Centers in accordance with the terms of this Agreement.

17

18 2.2 Separate Jurisdiction. AMS will retain all jurisdic-
19 tional powers incident to its separate operation, including, but
20 not limited to, the power to determine its general and fiscal
21 policies and to designate to the District the Providers to be
22 supplied by it to provide the services required under this Agree-
23 ment. Such Providers shall be supplied to AMS pursuant to the
24 Service Subcontracts. Prior to January 15, 1990, AMS shall sub-
25 mit the Service Subcontracts to the District for the District's

TEXT - 8

1 review and approval, which approval shall not be unreasonably
2 withheld. The District shall complete its review and shall
3 notify AMS of its approval decision by February 15, 1990. After
4 the District's initial approval of the Service Subcontracts, AMS
5 agrees that the District has the right to review and approve any
6 material changes to such agreements, which approval shall not be
7 unreasonably withheld.

8
9 The District shall retain for its Hospitals and Com-
10 munity Health Centers all jurisdictional powers incident to
11 separate ownership and operation, including the powers to deter-
12 mine general and fiscal policies and to appoint its administra-
13 tive officers and other personnel under the terms of this Agree-
14 ment.

15
16 The Board of Managers shall retain final jurisdiction
17 over the administration and supervision of the Hospitals and
18 Community Health Centers and over the admission of patients to
19 the Hospitals and the Community Health Centers and the assignment
20 of beds therein.

21
22 3. COVENANTS OF AMS.

23
24 3.1 Provider Services and Teaching Programs. AMS shall
25 supply Providers to the Hospitals on a daily 24-hour basis and to

TEXT - 9

1 the Community Health Centers, consistent with their operating
2 hours. With respect to the Hospitals, Providers shall be avail-
3 able in-person (providing hands-on patient care or direct in-
4 person supervision of other Providers or Hospital personnel), on-
5 site (being physically present in one of the Hospitals or Com-
6 munity Health Centers), or on-call (being available by beeper or
7 other approved communication system and able to arrive at the
8 appropriate Hospital within an appropriate amount of time), as
9 set forth in the policies provided for in Paragraph 5.1 herein.
10 With respect to the Community Health Centers, Providers shall be
11 available in-person during the operating hours of the Community
12 Health Centers.

13

14 AMS shall select as the members of the House Staff,
15 persons recommended by the Subcontractors. The decisions regard-
16 ing the extent of and the number of medical students in education
17 programs in the Hospitals and Community Health Centers, the House
18 Staff programs, and the research programs to be conducted under
19 the auspices of AMS or its Subcontractors (consistent with
20 Paragraph 5.3 herein) will be made by AMS except that no deci-
21 sions which affect the budget of the District shall be made
22 unless the District's agreement thereto is first obtained.

23

24 Through AMS, medical and other students of the Subcon-
25 tractors shall have access to the Hospitals and Community Health

TEXT - 10

1 Centers pursuant to the rules of the District, such rules as
2 currently exist having been furnished by the District to AMS in
3 advance of execution of this Agreement.
4

5 AMS and its Subcontractors shall have complete control
6 and responsibility for recruiting, hiring, training, promoting,
7 compensating, supervising, and discharging all Providers and
8 other personnel, including Subcontractors' medical and other
9 students, furnished by AMS for the operation of the AMS services
10 and programs.
11

12 3.2 Staffing of Additional Facilities. The District recog-
13 nizes its responsibility to provide quality patient care to the
14 indigent ill of Harris County, which may be accomplished by
15 operating ambulatory care and inpatient facilities remote from or
16 in addition to the Hospitals and Community Health Centers. If
17 the District determines that it (1) will operate health care
18 facilities in addition to the Hospitals and Community Health
19 Centers that it currently operates, or (2) increase the number of
20 licensed beds or materially increase the size or scope of ser-
21 vices, the District will consult with AMS as to whether AMS will
22 furnish additional Providers to staff such additional facilities
23 or accommodate such changes. If the District begins to operate
24 additional health care facilities or increase the number of
25 licensed beds or materially increase the size or scope of ser-

TEXT - 11

1 vices during a Contract Year and AMS has agreed to furnish addi-
2 tional Providers to staff such facilities or accommodate such
3 changes, the approved annual Contract Amount, and annual funding
4 limitations as provided in Paragraphs 6.1 and 6.2 herein, shall
5 be adjusted by mutual agreement of the parties, which shall be
6 evidenced by a written amendment to the then current Contract
7 Amount, to accommodate the increased costs of furnishing Provider
8 services to be incurred by AMS. To the extent that AMS agrees to
9 provide staffing for such facilities or to accommodate such
10 changes, funding for the additional Providers shall be incorpo-
11 rated into the annual budget for subsequent years, to the extent
12 such additional facilities or increases are to continue into such
13 subsequent years, and any such facilities shall for future
14 Contract Years become Hospitals or Community Health Centers as
15 defined herein.

16
17 3.3 Medical Supervision. AMS will provide the District
18 with qualified physicians from the faculties of the Subcontrac-
19 tors to supervise and direct the House Staff and other Providers
20 in the delivery of patient care services to inpatients and
21 outpatients of the Hospitals and the Community Health Centers.
22 Such supervision provided pursuant hereto shall be in the form of
23 in-person, on-site, or on-call supervision, as set forth in
24 Section 3.1 hereof and in the policies provided for in Paragraph
25 5.1 herein. Supervision shall be provided on a 24 hour per day

TEXT - 12

1 basis at the Hospitals and at Community Health Centers as may be
2 consistent with their operating hours.
3

4 3.4 Scheduling. Monthly schedules for the assignment of
5 the Providers, consistent with the policies provided in Paragraph
6 5.1 herein, are to be provided to the District as soon as such
7 schedules are prepared by AMS, but no later than the second
8 working day of the month for which the schedule is applicable.
9 AMS shall use its best efforts to provide appropriate advance
10 notice to the District of any changes in said schedules. Fur-
11 ther, AMS shall provide the necessary coverage to ensure that
12 scheduled physician coverage is continued by qualified physicians
13 despite last-minute schedule changes; provided, however, that
14 such physician coverage may not be accomplished by assigning
15 extra coverage responsibilities to other physicians already
16 scheduled in the same clinic or department when the patient
17 demand is such that the physicians already scheduled cannot
18 reasonably provide the additional coverage required.
19

20 3.5 Organizational Requirements. AMS, being a nonprofit
21 corporation created pursuant to the laws of the State, shall at
22 all times be and remain (a) legally organized and operated to
23 provide services hereunder in a manner consistent with all State
24 and federal laws, including, without limitation, Tex. Health &
25 Safety Code Ann., Ch. 678, Section 312.001-312.007 and V.A.T.S.

TEXT - 13

1 art. 4495b, as from time-to-time amended and/or codified, and
2 (b) organized as an organization described in Section 501(c)(3)
3 of the Internal Revenue Code of 1986, as amended, and exempt from
4 federal income tax under Section 501(a) of the Internal Revenue
5 Code of 1986, as amended. AMS shall promptly furnish the Dis-
6 trict with any amendments to its Bylaws and/or Articles of
7 Incorporation.

8
9 3.6 Compliance with District Eligibility Policies. AMS
10 acknowledges and understands the District is responsible for
11 determining patient eligibility and shall instruct its Subcon-
12 tractors and Providers to use their reasonable best efforts to
13 cooperate with the District in its efforts to make certain that
14 the District's eligibility policies are enforced.

15
16 3.7 Consultation Between the Parties. The General Director
17 of AMS and the District Administrator shall be available to
18 consult with each other on a daily basis as may be needed. In
19 the event the District Administrator or General Director of AMS
20 is unable to resolve any problem or issue with the other, either
21 shall have the right to have the problem or issue placed on the
22 agenda of the Board of AMS or Board of Managers for resolution.

23
24 3.8 Coordination of Services. Recognizing that the Dis-
25 trict operates several Hospitals and numerous Community Health

TEXT - 14

1 Centers, which will result in some duplication of efforts, AMS
2 shall work with its Subcontractors to centralize and coordinate
3 all services and operations so as to avoid duplication of efforts
4 and to achieve maximum savings and maximum efficiency for the
5 District.

6
7 3.9 Federal Access to Records and Other Reporting Require-
8 ments.

9
10 3.9.1 Access to Books and Records. Until the
11 expiration of four (4) years after the furnishing of services
12 pursuant to this Agreement, AMS and its Subcontractors shall make
13 available, upon written request of the Secretary of Health and
14 Human Services, or upon request from the Comptroller General, or
15 any of their duly assigned representatives, pursuant to Social
16 Security Act 1861(v)(1)(I) and 42 C.F.R. 420.300 et seq., this
17 Agreement and any books, documents and records of AMS and its
18 Subcontractors that are necessary to certify the nature and
19 extent of the costs claimed as related to the Medicare and Medic-
20 aid programs with respect to the services provided under this
21 Agreement.

22
23 In the event any request for AMS or Subcontractors'
24 books, documents, and records is made pursuant to Social Security
25 Act 1861(v)(1)(I) and 42 C.F.R. 420.300 et seq., AMS shall promp-

TEXT - 15

1 tly give notice of such request to the District and provide the
2 District with a copy of such request (or make available such
3 request to the District for copying) and, thereafter, consult and
4 cooperate with the District concerning the proper response to
5 such request. Additionally, AMS shall provide the District with
6 a copy of each book, document, and record made available to one
7 or more of the persons or agencies above or shall identify each
8 such book, document, and record to the District and shall grant
9 the District access thereto for review and copying.
10

11 3.9.2 Third Party Reporting Requirements. AMS
12 recognizes that the District's Hospitals and Community Health
13 Centers are participants in various third-party payment programs
14 including, without limitation, Medicare, Medicaid, and Blue
15 Cross/Blue Shield. Therefore, in connection with the subject
16 matter of this Agreement, AMS, through its Subcontractors, agrees
17 to fully cooperate with the District and to provide assistance to
18 the end that the District will be able to meet all requirements
19 for participation in such third-party payment programs. Without
20 limiting the generality of the foregoing, AMS agrees to promptly
21 record for it or the District all information that is necessary
22 in order for the District to comply with the requirements of the
23 Medicare Conditions of Participation and the Medicaid State Plan
24 and to facilitate the District's substantiation of its reasonable
25 costs or other claim for reimbursement in accordance with the

TEXT - 16

1 requirements applicable to the District pursuant to the Medicare,
2 Medicaid and other third-party payment programs. Such informa-
3 tion shall be maintained by the District except as otherwise
4 agreed to herein or subsequently agreed to in writing by the
5 parties.

6
7 In addition, AMS agrees to cause its Providers to
8 timely complete physician attestation statements (as required by
9 42 C.F.R. Section 412.46) and patient medical records (as re-
10 quired by 42 C.F.R. Sections 482.22 and 482.24). Further, AMS
11 agrees to prepare and maintain time records and written alloca-
12 tion agreements relating to Providers' services under this
13 Agreement in compliance with the requirements of 42 C.F.R.
14 405.481(f) and (g). The form of such time records and written
15 allocation agreements shall be determined, and may from time to
16 time be amended, by mutual agreement of the parties. AMS,
17 Providers, and the District agree to periodically execute interim
18 and final written allocation agreements, which meet the require-
19 ments of 42 C.F.R. 405.481(f).

20
21 3.10 Insurance. The following insurance shall be obtained
22 and maintained by AMS or its Subcontractors:

23
24 a) appropriate workers compensation coverage for all
25 Providers;

TEXT - 17

1
2 b) comprehensive general liability insurance covering AMS,
3 its Subcontractors, Providers and Subcontractors' medical and
4 other students in such minimum amounts as are mutually agreed
5 upon from time to time by the parties; and
6

7 c) professional liability insurance covering the Subcon-
8 tractors' Providers and medical and other students on a per
9 occurrence basis or its equivalent in amounts equal to the
10 amounts carried by the Subcontractors for their Providers and
11 medical and other students on December 1, 1989 or in such other
12 amounts as are mutually agreed upon from time to time by the
13 parties.
14

15 This insurance coverage may be obtained from commercial
16 insurance carriers deemed acceptable by the District after
17 consultation with AMS or it may be deemed satisfied by the
18 showing of other financial responsibility satisfactory to the
19 District, including: (a) evidence of statutory limitation on
20 financial liability applicable to AMS, Subcontractors, and
21 individual Providers; or (b) evidence of establishment of actu-
22 arially sound self-insurance programs. The District shall not be
23 required to directly provide such insurance.
24

TEXT - 18

1 AMS or Subcontractors shall furnish the District with
2 certificates evidencing each insurance policy and/or self-insur-
3 ance programs and any amendments and renewals thereto, as well as
4 any legislative amendments to the statutory limitation on finan-
5 cial liability, if applicable, during the term of this Agreement.
6 AMS or Subcontractors shall additionally instruct and obtain the
7 consent of any commercial insurer(s) to provide prior written
8 notice to the District (equal to notice given to AMS or Subcon-
9 tractors) of the cancellation or proposed cancellation of such
10 commercial insurance for any cause.
11

12 3.11 Outside Activities. In order to assure the consis-
13 tency and quality of patient care rendered through the Hospitals
14 and Community Health Centers, AMS agrees that until this Agree-
15 ment is terminated, AMS shall devote its full time and atten-
16 tion to the affairs and operations of the Hospitals and Community
17 Health Centers and AMS shall not own, operate, or enter into
18 contractual arrangements with any other health care entity for
19 the provision of services, except when it is determined by the
20 District, after consultation with AMS, that such activities do
21 not detrimentally affect the level of services or quality of care
22 to be provided by AMS to the Hospitals and Community Health
23 Centers pursuant to this Agreement.
24

TEXT - 19

1 3.12 Public Contact. With regard to contact with the news
2 media, citizens of Harris County and the State of Texas, or other
3 governmental agencies concerning the District and the subject
4 matter of this Agreement, AMS, its Subcontractors and Providers
5 shall not purport to speak for the District and the District
6 shall not purport to speak for AMS, its Subcontractors and
7 Providers. Joint contact will be coordinated in advance between
8 the parties and made in accordance with their respective poli-
9 cies. This policy shall be periodically communicated to all
10 appropriate employees and personnel of the parties.
11

12 3.13 Subcontractors' Assent. The Service Subcontract
13 entered into between AMS and each Subcontractor shall contain a
14 provision incorporating this Agreement by reference as relevant
15 to the responsibilities delegated by AMS to the Subcontractor
16 thereunder. Execution of a Service Subcontract by a Subcontractor
17 will reflect the Subcontractor's agreement to the terms of
18 this Agreement as they are relevant to the responsibilities
19 assumed by such Subcontractor. In addition to any other remedy
20 that may be available to the District hereunder or by law, in the
21 event of a breach of this Agreement by a Subcontractor that has
22 been delegated a responsibility of AMS under a Service Subcon-
23 tract, the District will be entitled to be subrogated to the
24 rights of AMS under the relevant Service Subcontract.
25

1 4. COVENANTS OF DISTRICT.
2

3 4.1 Quality Patient Care. The District will operate its
4 Hospitals and Community Health Centers in a manner and with
5 standards consistent with quality patient care and in accordance
6 with State and Federal law and the standards established by
7 appropriate accrediting agencies, currently including the Joint
8 Commission on Accreditation of Healthcare Organizations.
9

10 4.2 Appointment of Medical Staff. The Medical Staff of the
11 Hospitals and Community Health Centers shall be composed of
12 Providers from Subcontractors providing services under the
13 Agreement pursuant to Service Subcontracts. Appointments and
14 reappointments to the Medical Staff of the Hospitals and Com-
15 munity Health Centers operated by the District and staffed by AMS
16 shall be made by the Board of Managers based upon the written
17 report and recommendation of the Medical Board as such procedure
18 is more fully provided for in the Bylaws of the Medical and
19 Dental Staff of the District.
20

21 4.3 Medical Board. The Chairperson of the Medical Board
22 shall be the General Director of AMS. If not otherwise a member
23 of the Medical Board, the District Administrator and the Chiefs
24 of Staff of the Hospitals and Community Health Centers shall
25 serve as ex-officio members of the Medical Board. The other

TEXT - 21

1 members of the Medical Board shall be nominated by AMS and
2 approved by the Board of Managers. The Bylaws of the Medical and
3 Dental Staff of the District shall reflect the provisions of this
4 Agreement.

5
6 4.4 Chiefs of Departments. The Board of Managers, in
7 accordance with Paragraph 4.5 herein, shall approve appointments
8 for chiefs of the departments, services, or divisions of the
9 Medical Staff, the corresponding chairmen or chiefs of service of
10 the departments or divisions of Subcontractors, according to need
11 as recommended by AMS; provided further that, upon nomination by
12 AMS, members of the Medical Staff who are not chairmen or chiefs
13 at Subcontractors' medical schools may be appointed by the Dis-
14 trict as chiefs or deputy chiefs of departments, services or
15 divisions of the Medical Staff.

16
17 4.5 Joint Conference Committee. The Joint Conference
18 Committee shall have monthly or such other periodic meetings as
19 are necessary to accomplish those responsibilities provided by
20 the Bylaws of the District Board of Managers including, without
21 limitation, (a) the maintenance of continuing dialogue between
22 the District and AMS and its Subcontractors to facilitate the
23 care of patients of the District, (b) assisting in resolving any
24 problems which may arise between the District and AMS and/or its
25 Subcontractors and (c) maintaining the quality of educational

TEXT - 22

1 programs of Subcontractors conducted at the Hospitals and the
2 Community Health Centers of the District. As currently provided
3 by the Bylaws of the District Board of Managers, the Joint
4 Conference Committee shall include three physician members, who
5 shall be the General Director of AMS, and the Chiefs of Staff of
6 Ben Taub General Hospital and the Lyndon B. Johnson General
7 Hospital. The Medical Board shall make monthly reports to the
8 Joint Conference Committee. All appointments and reappointments
9 for chiefs, department heads or other positions at a Hospital or
10 Community Health Center shall first be approved by the Medical
11 Board and then presented to the Board of Managers for its approv-
12 al. Consistent with the Bylaws of the District Board of Manag-
13 ers, the Board of Managers may refer the matter to the Joint
14 Conference Committee for its review and recommendation.

15
16 4.6 Office and Other Space. The District shall furnish the
17 available separate or shared office space to those Providers
18 designated from time to time by AMS. Common workstations and
19 conference rooms shall be made available to other Providers in
20 the Hospitals and, to the extent possible, at the Community
21 Health Centers. The District will also provide classrooms and
22 laboratories, as available, to support the educational and
23 research programs conducted by AMS or Subcontractors in the
24 Hospitals or Community Health Centers pursuant to this Agreement.

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4.7 Parking. The District shall provide parking at the Hospitals for Providers and medical students in accordance with District policies, which shall include reserved parking for faculty physicians and House Staff.

5. MUTUAL COVENANTS.

5.1 Medical Policies. A written policy shall be prepared for each medical department or division specifying the general medical policies applicable to each medical department or division including (a) a general description of the usual and customary services, in all material respects, for each medical department or division, (b) the Provider coverage by category of Providers, and (c) the supervision of House Staff and other Providers to be furnished by AMS pursuant to Paragraph 3.3 hereof. Existing medical departments and divisions for which medical policies are to be prepared are:

Anesthesiology
Community Medicine
Dermatology
Emergency Care
Family Practice
Genetics

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- 1 General Surgery (including surgical subspecialties)
- 2 Medicine (including subspecialties)
- 3 Neurology
- 4 Neurosurgery
- 5 Obstetrics and Gynecology
- 6 Ophthalmology
- 7 Orthopedic Surgery
- 8 Otorhinolaryngology - Head and Neck Surgery
- 9 Pathology
- 10 Pediatrics
- 11 Physical Medicine and Rehabilitation
- 12 Plastic Surgery
- 13 Psychiatry
- 14 Radiology
- 15 Urology

16
17 Additional policies shall be prepared for new medical departments
18 and divisions and policies may be amended from time to time as
19 necessary. All original, additional, or amended policies shall
20 be prepared by the appropriate department. When approved by AMS,
21 reviewed and recommended for approval to the Board of Managers by
22 the Joint Conference Committee, and accepted by the District,
23 said original, additional, or amended policies shall become
24 effective upon completion of such process. Each department's
25 original policy, as approved by AMS, shall be reviewed and

TEXT - 25

1 recommended for approval to the Board of Managers as soon as
2 possible, but no later than 90 days prior to the commencement of
3 the rendering of services by AMS.
4

5 5.2 Legal and Regulatory Compliance. The services per-
6 formed by Providers in the operation of District's Hospitals and
7 Community Health Centers shall be performed in a manner consis-
8 tent with the rules, regulations, statutes, or standards of
9 appropriate accrediting agencies (currently including the Joint
10 Commission on Accreditation of Healthcare Organizations), the
11 Department of Health and Human Services, all State, Federal and
12 Local Governmental agencies or bodies which exercise authority
13 over the operation of the District or its facilities and ser-
14 vices, and all appropriate rules and regulations of District; all
15 of the above being reasonable and necessary to maintain appropri-
16 ate accreditation and third-party payment certification or, in
17 the context of District rules and regulations, adopted in imple-
18 mentation thereof. AMS, with the District's cooperation, shall
19 obtain and maintain all necessary Local, State and Federal
20 licenses and permits required for its provision of services
21 within the Hospitals and Community Health Centers consistent with
22 such licensing standards.
23

24 AMS shall annually verify by notice to the District
25 that all required accreditations and certifications for the

TEXT - 26

1 medical school programs of its Subcontractors are current and in
2 force. If any such accreditations or certifications are revoked,
3 suspended, or put on a provisional/probationary basis, AMS shall
4 immediately notify the District. With respect to any revoca-
5 tions or suspensions, if the reason for the revocation or suspen-
6 sion is the result of an act or omission of AMS, one of its
7 Subcontractors, or one of its Providers, AMS shall institute
8 corrective action as required by the appropriate licensing or
9 certifying agency and if the matter causing such revocation or
10 suspension has not been cured to the satisfaction of the appro-
11 priate accrediting agency within the time provided by the accred-
12 iting agency, the District shall have the right to terminate this
13 Agreement to the extent appropriate to exclude the subject matter
14 of the revocation or suspension from the scope of this Agreement.
15 With respect to being placed on provisional/probationary status,
16 which placement is the result of an act or omission of AMS, one
17 of its Subcontractors, or one of its Providers, AMS shall insti-
18 tute corrective action as required by the appropriate accrediting
19 agency. If the reason for the provisional/probationary status
20 has not been corrected to the satisfaction of the appropriate
21 accrediting agency within the time provided by the accrediting
22 agency, the District shall have the right to immediately termi-
23 nate this Agreement to the extent appropriate to exclude the
24 subject matter of the provisional/probationary status from the
25 scope of this Agreement.

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1 All Providers shall comply with, keep and observe all
2 State and Federal rules, regulations, statutes or standards which
3 govern them or the District. In the event that at any time a
4 Provider is not in compliance with any State and Federal rule,
5 regulation, statute or standard, or is not functioning within the
6 best interests of the District or its patients, the District Ad-
7 ministrator shall notify AMS. Upon receipt of said notice, AMS
8 shall institute corrective action within 24 hours and if such
9 action is not effective, AMS agrees to immediately transfer or
10 terminate such Provider and to provide, within a reasonable time,
11 the District with a replacement Provider. Any replacement
12 Provider shall hold a similar license and credentials as the
13 Provider he/she is replacing, and AMS shall be solely responsible
14 for the transfer or termination of any Provider pursuant to this
15 provision. AMS shall further be responsible for promptly notify-
16 ing the District upon learning that any Provider supplied by AMS
17 has had his/her license to practice medicine in the state sus-
18 pended or revoked.

19

20 The District shall operate and maintain its Hospitals and
21 Community Health Centers in a manner consistent with the rules,
22 regulations, statutes, or standards of appropriate accrediting
23 agencies (currently including the Joint Commission on Accredita-
24 tion of Healthcare Organizations), the Department of Health and
25 Human Services, all State, Federal and Local Governmental agen-

TEXT - 28

1 cies or bodies which exercise authority over the operation of the
2 District or its facilities and services, and all appropriate
3 rules and regulations of the District; all of the above being
4 reasonable and necessary to maintain appropriate accreditation
5 and third-party payment certification or, in the context of
6 District rules and regulations adopted in implementation thereof.
7 The District, with AMS' cooperation, shall obtain and maintain
8 all necessary Local, State and Federal licenses and permits
9 required for its operation and maintenance of the Hospitals and
10 Community Health Centers consistent with such licensing stan-
11 dards.

12
13 The District shall annually verify by notice to AMS
14 that all required licenses and certifications for the Hospitals
15 and Community Health Centers are current and in force. If any
16 such licenses or certifications are revoked, suspended, or put on
17 a provisional/probationary basis, the District shall immediately
18 notify AMS. With respect to any revocations or suspensions, if
19 the reason for the revocation or suspension is the result of an
20 act or omission of the District, the District shall institute
21 corrective action as required by the appropriate licensing or
22 certifying agency and if the matter causing such revocation or
23 suspension has not been cured to the satisfaction of the appro-
24 priate licensing or certifying agency within the time provided by
25 the licensing or certifying agency, AMS shall have the right to
26 terminate this Agreement to the extent appropriate to exclude the

1 subject matter of the revocation or suspension from the scope of
2 this Agreement. With respect to being placed on provisional/pro-
3 bationary status, which placement is the result of an act or
4 omission of the District, the District shall institute correc-
5 tive action as required by the appropriate licensing or certify-
6 ing agency. If the reason for the provisional/probationary
7 status has not been corrected to the satisfaction of the appro-
8 priate licensing or certifying agency within the time provided by
9 the licensing or certifying agency, AMS shall have the right to
10 immediately terminate this Agreement to the extent appropriate to
11 exclude the subject matter of the provisional/probationary status
12 from the scope of this Agreement.

13

14 5.3 Grants, Research or Demonstration Programs.

15

16 5.3.1 Approval by the District. AMS recognizes
17 that it is the policy of the District that the District shall not
18 be committed to participating in any grants, research or demon-
19 stration programs, or similar type activities without having
20 first had the plans for any such program submitted to and ap-
21 proved in writing by the District. In accordance with this
22 policy, if AMS and its Subcontractors desire to initiate any such
23 program which involves the District or any of its facilities or
24 personnel, AMS shall submit the plan and completed application
25 therefor to the District for approval after the appropriate

TEXT - 30

1 Subcontractor(s) institutional review board(s) have approved the
2 Subcontractor's participation in the program. If the District
3 does not approve same, neither AMS nor its Subcontractors shall
4 proceed with any such program involving the District. AMS shall
5 submit annually to the District a list of the grants, research or
6 demonstration programs or projects being conducted by AMS and its
7 Subcontractors in the Hospitals and Community Health Centers.
8

9 5.3.2 Reimbursement to the District. AMS and its
10 Subcontractors shall comply with the District's policy regarding
11 compensation or reimbursement to the District for the actual,
12 direct, and incremental cost to the District for the use of its
13 facilities for such research, demonstration programs or similar
14 type activities. The District's policy has been furnished to
15 AMS. Such policy may be modified from time-to-time with the
16 input of AMS or its Subcontractors and a copy will be furnished
17 to AMS when modified.
18

19 5.4 Litigation and Risk Management Cooperation. To the
20 extent not prohibited by law or agreement, AMS will supply the
21 District and the District will supply AMS with semi-annual re-
22 ports on all malpractice settlements arising from incidents at
23 any of the Hospitals or Community Health Centers and entered into
24 during the term of this Agreement with regard to any Provider
25 assigned to the District. AMS, through its Subcontractors, shall

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1 provide risk management information to the District's risk
2 management personnel, including malpractice cases, claims, and
3 assessments of Hospital departments and Community Health Centers.
4 It is understood that such reports, if any, and information are
5 confidential and shall not be disclosed to any third person
6 without the prior written consent of the other party hereto,
7 except as otherwise required by law. Additionally, all Providers
8 and Subcontractors' medical and other students furnishing ser-
9 vices at the District shall participate in the District's quality
10 assurance and risk management programs.
11

12 6. FINANCIAL ARRANGEMENT.

13 6.1 Annual Contract Amount Negotiations and Approval.
14

15 6.1.1 Time Frame For Determination of Annual
16 Contract Amount.
17

- 18 A. By October 1 prior to the beginning of each
19 Contract Year during the Term, the District
20 shall provide AMS with information con-
21 cerning the projected increase or decrease in
22 patient volumes for each Hospital medical
23 department or division and Community Health
24 Center for the next Contract Year.
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B. No later than December 1 prior to the beginning of each Contract Year during the Term, AMS shall submit to the District a Contract Amount proposal in such form as mutually agreed between the parties.

C. By January 15 following receipt of the Contract Amount proposal, the District shall review the Contract Amount proposal and communicate in writing to AMS any requested modifications in the patient volume assumptions or proposed Provider staffing levels identified in such Contract Amount proposal.

D. By February 15, AMS shall submit a revised Contract Amount proposal for approval by the District.

E. Having considered the Contract Amount proposal(s) submitted by AMS and subject to approval by the Board of Managers and the funding limitation described in Paragraph 6.2 below, the District Administrator and AMS shall, no later than March 1 prior to the beginning of each Contract Year during the Term, agree to

1 the annual Contract Amount to be paid to AMS
2 by the District for the next Contract Year.
3 Such annual Contract Amount shall be agreed
4 to in writing by AMS and the District Admin-
5 istrator, on behalf of the District, and
6 shall be placed upon the agenda of the Board
7 of Managers for its review and approval
8 during its March board meeting.
9

10 F. No later than March 31 prior to the begin-
11 ning of each Contract Year during the Term,
12 the Board of Managers shall determine whether
13 to approve the Contract Amount agreed to by
14 AMS and the District Administrator. Upon
15 such approval, the Contract Amount shall be
16 included in the District's budget for the
17 applicable Fiscal Year pursuant to Paragraph
18 6.2 below, which budget shall be presented to
19 the Commissioner's Court of Harris County for
20 its review and approval.
21

22 G. Upon approval of the Contract Amount by the
23 Board of Managers, the Contract Amount and
24 the amount to be paid to each Subcontractor
25 shall be filed with the Board of Health for

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approval by the Commissioner of Health as provided in Paragraph 8.8.

H. Upon approval of the Contract Amount by the Commissioner's Court of Harris County and upon approval of the Contract Amount and the amount to be paid to each Subcontractor by the Commissioner of Health or the passage of time as provided in Paragraph 8.8, such Contract Amount shall be entered on Exhibit A hereto.

For purposes of negotiating the Contract Amount for the Contract Year beginning July 1, 1990, the dates in Subparagraphs 6.1.1A through E shall be as follows: January 23 for Subparagraph A; January 31 for Subparagraph B; February 15 for Subparagraph C; February 28 for Subparagraph D; and March 15 for Subparagraph E.

6.1.2 Contents of Contract Amount Proposal.

A. In preparing the Contract Amount proposal, AMS shall include only the costs associated with the actual District patient care activities and District administrative activities

1 of Providers furnished to the District. Such
2 Contract Amount proposal shall not include:
3

- 4 1. any costs associated with the adminis-
5 tration of AMS, its General Director, or
6 its Board;
7
- 8 2. any Provider costs attributable to
9 education, training, or research activi-
10 ties which are unrelated to direct
11 patient care;
12
- 13 3. any expenses relating to vacation time
14 and educational leave for any Providers
15 in excess of the limitations per Con-
16 tract Year and categories of Providers
17 as may be agreed to from time to time
18 between AMS and the District and at-
19 tached to the Contract Amount proposal
20 as an Exhibit; or
21
- 22 4. any costs associated with providing
23 replacement Providers for coverage at a
24 District facility in excess of the costs

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1 of providing the Providers being re-
2 placed.
3

4 B. The Contract Amount proposal shall include
5 the cost of House Staff professional liability
6 ty insurance coverage providing the levels of
7 coverage as set forth herein or such other
8 levels as mutually agreed to by the parties
9 on an annual basis. Such cost shall be
10 determined after consideration of actuarial
11 analyses based upon statistical information
12 concerning actual House Staff loss experience
13 and other relevant and identified data,
14 prepared by a mutually acceptable, indepen-
15 dent actuary. Subject to annual negotiation
16 regarding levels of coverage equal to or in
17 excess of the levels set forth herein and the
18 cost therefor, the District has agreed to pay
19 such costs for House Staff professional
20 liability insurance coverage as an element of
21 the annual Contract Amount.
22
23

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1 C. Such Contract Amount proposal shall sepa-
2 rately identify for each Hospital and Commu-
3 nity Health Center:

4
5 1. the actual Provider staffing levels by
6 number of full-time equivalents, consis-
7 tent with the medical policies prepared
8 pursuant to Paragraph 5.1, by category
9 of Provider for each Hospital medical
10 department or division and Community
11 Health Center for the then current
12 Contract Year;

13
14 2. the projected increases or decreases in
15 Provider staffing levels by category of
16 Providers for each Hospital medical
17 department or division and Community
18 Health Center proposed by AMS for the
19 next Contract Year;

20
21 3. the number of full-time equivalents of
22 faculty (physicians providing at least
23 40 hours per week, 52 weeks per year, of
24 actual patient care), residents (physi-
25 cians in an accredited residency program

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25-A-0-15

1 providing at least 40 hours per week, 52
2 weeks per year, of actual patient care),
3 and other health care professionals (all
4 other persons provided by AMS providing
5 40 hours per week, 52 weeks per year, of
6 actual patient care), but not including
7 education or research services unrelated
8 to patient care, by Hospital department
9 or division and Community Health Center
10 necessary for the coverage desired by
11 the District for the next Contract Year
12 (in calculating the hours per week and
13 weeks per year, vacation, sick leave,
14 and professional development time shall
15 be included on a pro rata basis consis-
16 tent with the budgeted allocation of
17 salary and other fringe benefits);

- 18
- 19
- 20 4. AMS' projected direct and indirect cost
- 21 allocations of furnishing the necessary
- 22 full-time equivalents identified by line
- 23 item in the proposal; and
- 24
- 25 5. the proposed compensation requested by
- AMS for the next Contract Year.

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6.1.3 Workpapers. Workpapers and supporting information relating to the preparation of the Contract Amount proposal shall be available for review by the District and the District shall make its workpapers and supporting information available for review by AMS. The District shall provide assistance to AMS in the preparation of the Contract Amount proposal by providing such additional data or information to AMS as AMS may reasonably request.

6.2 Funding Limitations. Prior to the execution of the Agreement, the District has advised AMS, and AMS clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that with respect to each Fiscal Year during the Term, the District intends to place in its annual Fiscal Year budget the annual Contract Amount stipulated pursuant to Paragraph 6.1.1F hereof, which intended budget amount is subject to Harris County Commissioner's Court approval. It is further clearly understood and agreed by AMS that such Contract Amount will be specifically allocated to fully discharge any and all liability which may be incurred by the District during the applicable Fiscal Year and the total of any and all payments for providing the required personnel, services, all fees and compensation of any sort, to AMS and any and all sums for any and all things or purposes ensuing under or out of this Agreement,

TEXT - 40

1 irrespective of the nature thereof, shall not exceed during the
2 given Fiscal Year said specifically allocated Contract Amount,
3 notwithstanding any word, statement or thing contained in or in-
4 ferred from the preceding or subsequent provisions of this Agree-
5 ment which might in any light by any person be interpreted to the
6 contrary, unless an amendment to such Contract Amount is executed
7 by AMS and the District. AMS further understands and agrees,
8 said understanding being of the absolute essence of this Agree-
9 ment, that the total maximum payment that AMS may be entitled to
10 hereunder during each Fiscal Year during the Term of this Agree-
11 ment, shall not, under any condition, circumstances or inter-
12 pretations thereof, exceed such Contract Amount including amend-
13 ments, if any. In the event that the Contract Amount shall be
14 expended prior to the end of said Fiscal Year, then this Agree-
15 ment shall not terminate, but the District shall have no further
16 obligation to AMS other than for payment up to the maximum
17 Contract Amount specified for said Fiscal Year. AMS understands
18 and agrees that it shall be obligated by this Agreement to
19 continue to provide personnel and services for the remainder of
20 the then current Contract Year. Notwithstanding anything herein
21 to the contrary, AMS and the District may agree to an increase or
22 decrease in services or programs and to an adjustment in the
23 Contract Amount, which shall be evidenced by a written amendment
24 to the then current Contract Amount.

25

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1 6.3 Invoicing By and Payments to AMS.

2
3 6.3.1 Monthly Invoice and Statements.

4
5 A. Within thirty (30) working days following the
6 end of each calendar month during the Term,
7 AMS shall submit a monthly invoice and
8 supporting statements to the District for the
9 month then ended. Such invoice and support-
10 ing statement shall be in such form as
11 mutually agreed between the parties.

12
13 B. The monthly invoice and statements shall
14 identify the following for each Hospital and
15 Community Health Center:

- 16
17 1. the services provided by AMS to the
18 District for said month, including the
19 identity and allocated salary and fringe
20 benefits of each Provider (or substi-
21 tute therefor) during the month pursuant
22 to this Agreement, with such information
23 arrayed by categories of Providers;
24 provided, however, that so long as the
25 number of full-time equivalents is at

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1 least equal to the scheduled coverage,
2 the monthly invoice need not reflect the
3 identity of the substitute, provided
4 that such substitute is then a Provider
5 on the Medical Staff, and AMS through
6 its Subcontractors shall maintain
7 auditable records (i) identifying the
8 Providers actually providing coverage
9 hereunder and (ii) verifying the time
10 spent by each Provider providing cover-
11 age hereunder, which records shall
12 support not less than the aggregate
13 allocated salary and fringe benefits (by
14 department) reflected on the monthly
15 invoices. AMS through its Subcontrac-
16 tors shall as soon as reasonably possi-
17 ble revise the Subcontractors' invoice
18 information to reflect material changes
19 in Provider assignments; and
20

21 2. the amount of payment due AMS for said
22 month.

23
24 C. The invoices shall not include (a) any costs
25 associated with the administration of AMS,

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1 its General Director, or its Board or (b)
2 Provider costs attributable to education,
3 training, or research, which are not related
4 to direct patient care.

5
6 D. The District shall have the right to audit
7 the books and records of AMS, or its Subcon-
8 tractors, relating to the monthly invoices
9 and statements.

10
11 E. AMS, through its Subcontractors and Provid-
12 ers, agrees to substantiate the costs in-
13 voiced to the District pursuant to this
14 Agreement as may be required by the District,
15 the County Auditor, third party payors, or
16 other similar external parties.

17
18 6.3.2 Monthly Payments. No later than thirty (30)
19 days after receipt, the District shall verify the monthly in-
20 voices and statements submitted by AMS for the preceding month
21 and remit to AMS the lesser of (a) the amount invoiced by AMS and
22 verified by the District or (b) an amount equal to one-twelfth
23 (1/12) of the annual Contract Amount plus the net aggregate
24 amount that the monthly invoices were less than one-twelfth of

TEXT - 44

1 the annual Contract Amount during the prior months in the Con-
2 tract Year.

3
4 6.4 Billing for Provider Services. Subject to separate
5 written mutual agreement by the parties, effective July 1, 1990,
6 AMS will be responsible directly, or through its Subcontractors,
7 for billing for covered physician medical services rendered by
8 Providers to patients at the Hospitals and Community Health
9 Centers for such categories of patients and third party payors if
10 and to the extent mutually agreed by the parties. To the extent
11 not prohibited by applicable law, AMS shall establish for use by
12 the Subcontractors a uniform schedule of charges for the ser-
13 vices rendered to patients at the Hospitals and Community Health
14 Centers. If such billing is implemented, AMS and Subcontractors
15 shall be required to furnish the District with a full accounting
16 of all amounts billed and collected during any Contract Year and
17 shall grant the District open access to all books and records of
18 AMS and its Subcontractors relating thereto.

19

20 7. TERM AND TERMINATION.

21

22 7.1 Term. The term of this Agreement shall be for twen-
23 ty (20) Contract Years, commencing July 1, 1990 and ending March
24 31, 2010; subject, however, to Paragraphs 7.3 and 7.4 herein.

25

1 7.2 Joint Conference Committee and Other Reviews.

2

3 7.2.1 Joint Conference Committee Review. The

4 patient care programs of the District or any Hospital or Communi-

5 ty Health Centers shall be subject to review by the Joint Confer-

6 ence Committee or a subcommittee thereof at such time or times as

7 AMS or the District shall deem necessary and so request in

8 writing. The patient care programs of the District or, as

9 applicable, any Hospital or Community Health Center, shall

10 conform to the recommendations of the review committee as are

11 approved by the Joint Conference Committee. The District may

12 also seek review by the Joint Conference Committee of the staff-

13 ing levels by department and/or its subspecialties and, at the

14 District's option, reduce or temporarily suspend staffing of a

15 department and/or its subspecialties. The District shall use its

16 best efforts such that no reduction or temporary suspension shall

17 be made which would materially and adversely affect any residency

18 program or any fellowship program and the District shall give AMS

19 as much notice of such reduction or temporary suspension as

20 possible. Any reduction or temporary suspension hereunder, if

21 mutually agreed to by the parties, will result in a corresponding

22 reduction in (a) the line item on invoices submitted pursuant to

23 Paragraph 6.3.1 hereof and (b) the annual Contract Amount pursu-

24 ant to Paragraph 6.1.1 to reflect the decreased staffing levels.

25

TEXT - 46

1 7.2.2 Other Review. The parties agree to use their
2 best efforts to meet together at mutually agreeable times for the
3 review of budgetary matters, negotiation of the annual Contract
4 Amount for the upcoming Fiscal Year, discussion of any patient
5 care or other concerns, and, if needed, renegotiation of one or
6 more of the terms hereof. If the parties agree to modification of
7 this Agreement, such modifications shall be incorporated herein
8 by amendment as hereinafter provided, such amendments to become
9 effective on the date stipulated therein. In the event the
10 parties do not agree to modifications of this Agreement, this
11 Agreement shall continue in effect without modifications until
12 terminated.

13

14 7.3 Termination Provisions.

15

16 7.3.1 Failure to Agree on or to Obtain Approval of
17 Contract Amount.

18

19 A. Board of Managers Level.

20

21 In the event that the Board of Managers and AMS fail to
22 agree on a Contract Amount for the upcoming Contract Year by
23 March 31, either party shall have the following rights:

24

TEXT - 47

1 (a) to offer a new Contract Amount proposal
2 which may be the same as previously proposed;
3

4 (b) to offer a new Contract Amount proposal
5 which includes a proposed reduction in:
6

7 (i) the Contract Amount and level of
8 Provider coverage at the District facilities;
9

10 (ii) the Contract Amount for existing
11 levels of Provider coverage; or
12

13
14 (c) to terminate this Agreement on thirty
15 (30) days advance written notice to the other party, on the
16 future date specified in such notice, unless a proposal, if any,
17 set forth in (a) or (b) has been accepted in writing by AMS and
18 the Board of Managers.
19

20 In the event that alternative (a) or (b) is exercised, the
21 District shall pay AMS for its services until AMS and the Board
22 of Managers accept such proposal at a per diem rate of 1/365th of
23 the Contract Amount for the previous year for each day of actual
24 services rendered in the current Contract Year. An adjustment
25 payment shall be made by the appropriate party immediately upon

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1 such acceptance to compensate for the difference in the per diem
2 rates for the previous Contract Year and the current Contract
3 Year.
4

5 In the event that alternative (c) is exercised, the District
6 will pay AMS for its services through the end of the notice
7 period at a per diem rate of 1/365th of the Contract Amount for
8 the previous year for each day of actual services rendered in the
9 current Contract Year.
10

11 B. Commissioner's Court Level.
12

13 In the event that the Commissioner's Court of Harris County,
14 Texas fails to approve the Contract Amount agreed to by the Board
15 of Managers and AMS and submitted in the District's budget for
16 the applicable Contract Year, either party shall have the follow-
17 ing rights:
18

19 (a) to offer a new Contract Amount proposal
20 which may be the same as previously proposed;
21

22 (b) to offer a new Contract Amount proposal
23 which includes a proposed reduction in:
24

1 (i) the Contract Amount and level of
2 Provider coverage at the District facilities;

3
4 (ii) the Contract Amount for existing
5 levels of Provider coverage; or

6
7
8 (c) to terminate this Agreement on thirty
9 (30) days advance written notice to the other party on the future
10 date specified (which shall not exceed 90 days from the date of
11 notice), unless a proposal as set forth in (a) or (b) has been
12 accepted in writing by AMS and Board of Managers and the Dis-
13 trict's budget has been approved by the Commissioner's Court.

14
15 In the event that alternative (a) or (b) is exercised, the
16 District shall pay AMS for its services until AMS and the Board
17 of Managers accept such proposal and the Commissioner's Court of
18 Harris County, Texas approves such Contract Amount as part of the
19 District's budget for the current Contract Year at a per diem
20 rate of 1/365th of the Contract Amount for the previous year for
21 each day of actual services rendered in the current Contract
22 Year. An adjustment payment shall be made by the appropriate
23 party immediately upon such approval to compensate for the
24 difference in the per diem rates for the previous Contract Year
25 and the current Contract Year.

TEXT - 50

1

2 In the event that alternative (c) is exercised, the District
3 will pay AMS for its services through the end of the notice
4 period at a per diem rate of 1/365th of the Contract Amount for
5 the previous year for each day of actual services rendered in the
6 current Contract Year.

7

8

C. Commissioner of Health Level.

9 In the event that the Commissioner of Health does not permit
10 the Contract Amount agreed to by the Board of Managers and AMS
11 and submitted in the District's budget for the applicable Con-
12 tract Year and the amounts to be paid the Subcontractors to
13 become effective, either party shall have the following rights:

14

15

(a) to offer a new Contract Amount proposal
16 which may be the same as previously proposed (with appropriate
17 revisions, to the extent required and proposed by AMS, in the
18 amounts to be paid the Subcontractors);

19

20

(b) to offer a new Contract Amount proposal
21 (with appropriate revisions, to the extent required and proposed
22 by AMS, in the amounts to be paid the Subcontractors) which
23 includes a proposed reduction in:

24

TEXT - 51

1 (i) the Contract Amount and level of
2 Provider coverage at the District facilities; or

3

4 (ii) the Contract Amount for existing
5 levels of Provider coverage; or

6

7 (c) to terminate this Agreement on thirty
8 (30) days advance written notice to the other party on the future
9 date specified (which shall not exceed 90 days from the date of
10 notice), unless a proposal as set forth in (a) or (b) has been
11 accepted in writing by AMS and the Board of Managers, and the
12 District's budget has been approved by the Commissioner's Court,
13 and such Contract Amount and the amounts to be paid the Subcon-
14 tractors have been approved by the Commissioner of Health or the
15 time required by Ch. 678, Section 312.005 of the Tex. Health &
16 Safety Code Ann. has passed.

17

18 In the event that alternative (a) or (b) is exercised, the
19 District shall pay AMS for its services until AMS and the Board
20 of Managers accept such proposal, and the District's budget has
21 been approved by the Commissioner's Court, and such Contract
22 Amount and the amounts to be paid the Subcontractors have been
23 approved by the Commissioner of Health or the time required by
24 Ch. 678, Section 312.005 of the Tex. Health & Safety Code Ann.
25 has passed at a per diem rate of 1/365th of the Contract Amount

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1 for the previous year for each day of actual services rendered in
2 the current Contract Year. An adjustment payment shall be made
3 by the appropriate party immediately upon such acceptance (or
4 passage of time) to compensate for the difference in the per diem
5 rates for the previous Contract Year and the current Contract
6 Year.

7

8 In the event that alternative (c) is exercised, the District
9 will pay AMS for its services through the end of the notice
10 period at a per diem rate of 1/365th of the Contract Amount for
11 the previous year for each day of actual services rendered in the
12 current Contract Year.

13

14

D. Post Termination Relationship.

15

16 Upon termination, the parties shall have no further claim
17 against or responsibility to each other, except for:

18

19 (i) obligations accruing prior to the date of
20 termination; and

21

22 (ii) obligations, promises, or covenants con-
23 tained herein that are expressly made to extend beyond the
24 effective date of termination including, without limitation,
25 confidentiality of information.

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1
2 7.3.2 Optional Termination. In the event either
3 party shall, with or without cause, at anytime give to the other
4 at least sixty (60) months advance written notice, this Agree-
5 ment shall terminate on the future date specified in such no-
6 tice; provided, however, in specifying such future effective
7 date, the terminating party shall use its best efforts to select
8 a date that will not compromise the ability of the House Staff
9 then enrolled in a graduate medical education training program
10 based at the District's facilities to complete their training
11 programs or to transfer elsewhere to comparable programs. In the
12 event of such termination, the District shall remit to AMS the
13 payments earned through the date of such termination, and the
14 Providers shall be removed from the Hospitals and the Community
15 Health Centers, and the parties shall have no further claim
16 against or responsibility to each other, except for (i) obliga-
17 tions accruing prior to the date of termination, and (ii) obliga-
18 tions, promises, or covenants contained herein that are express-
19 ly made to extend beyond the effective date of termination,
20 including, without limitation, confidentiality of information.

21
22 7.3.3 Optional Termination for Failure to Agree on
23 Contract Amount. In the event AMS and the Board of Managers fail
24 to agree on the Contract Amount for the first Contract Year
25 hereunder by March 31, 1990, AMS has the option to terminate this

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1 Agreement effective June 30, 1990, upon sixty (60) days advance
2 notice to the District.

3

4 7.3.4 Optional Termination for Nonapproval by
5 District of Service Subcontracts. In the event the District does
6 not approve the initial Service Subcontracts by February 15,
7 1990, the District has the option to terminate this Agreement
8 effective June 30, 1990, upon sixty (60) days advance notice to
9 AMS.

10

11 7.4 Renegotiation and Termination Due to Tax Referendum.
12 In the event that an election to repeal an increase in the tax
13 rate is instituted, voted upon and passed pursuant to Section
14 26.07 Of the Texas Property Tax Code that materially and adverse-
15 ly affects the tax revenue that the District may receive during
16 any relevant Contract Year during the Term, the District may by
17 notice to AMS propose a new financial basis for continuation of
18 the Agreement commensurate with the tax revenue available to the
19 District, which proposal may include a proposed reduction in (a)
20 the Contract Amount and level of Provider coverage at the Dis-
21 trict's facilities or (b) Contract Amount for existing levels of
22 Provider coverage. If such notice is given and if AMS and the
23 District are unable within sixty (60) days thereafter to agree
24 upon a new financial basis either AMS or the District may termi-
25 nate this Agreement by thirty (30) days notice to the other on

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1 any future date specified in such notice. In the event of such
2 termination, the District shall remit to AMS the payments earned
3 through the date of such termination, and the Providers shall be
4 removed from the Hospitals and the Community Health Centers, and
5 the parties shall have no further claim against or responsi-
6 bility to each other, except for (i) obligations accruing prior
7 to the date of termination, and (ii) obligations, promises, or
8 covenants contained herein that are expressly made to extend
9 beyond the effective date of termination, including, without
10 limitation, confidentiality of information.

11
12 7.5 District Responsibilities for Patients Upon Termina-
13 tion. Upon termination of this Agreement, the District shall be
14 responsible for caring for the patients of the District and
15 finding alternate Providers to provide care for such patients
16 from and after the effective date of termination.

17
18 8. MISCELLANEOUS.

19
20 8.1 Independent Contractor Status. It is expressly ack-
21 knowledged by the parties hereto that AMS is an "independent
22 contractor" and nothing in this Agreement is intended nor shall
23 be construed to create an employer/employee relationship, a joint
24 venture relationship, or a lease or landlord/tenant relationship,
25 or to allow the District to exercise control or direction over

1 the manner or method by which Providers perform the professional
2 services which are the subject matter of this Agreement; provided
3 always that the services to be provided hereunder by AMS, Sub-
4 contractors and Providers shall be provided in a manner consis-
5 tent with the standards governing such services and the provi-
6 sions of this Agreement. AMS understands and agrees that (i)
7 AMS, Subcontractors, and Providers will not be treated as employ-
8 ees for Federal tax purposes, (ii) the District will not withhold
9 on behalf of AMS, Subcontractors, and Providers pursuant to this
10 Agreement any sums for income tax, unemployment insurance, social
11 security, or any other withholding pursuant to any law or re-
12 quirement of any governmental body relating to AMS, Subcontrac-
13 tors, or Providers or make available to AMS, Subcontractors, or
14 Providers any of the benefits afforded to employees of the Dis-
15 trict, (iii) all of such payments, withholdings, and benefits, if
16 any, are the sole responsibility of AMS or Subcontractors, and
17 (iv) AMS will indemnify and hold the District harmless from any
18 and all loss or liability arising with respect to such payments,
19 withholdings, and benefits, if any. In the event the Internal
20 Revenue Service or any other governmental agency should question
21 or challenge the independent contractor status of AMS, Subcon-
22 tractors or its Providers, the parties hereto mutually agree that
23 AMS, Subcontractors and the District shall have the right to
24 participate in any discussion or negotiation occurring with such

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1 agency or agencies, irrespective of who initiates such discus-
 2 sion or negotiation.

3
 4 8.2 Notices. All notices under this Agreement shall be in
 5 writing and shall be provided to the party to be notified either
 6 by personal delivery or by United States mail. All notices under
 7 this Agreement shall be deemed given to a party when personally
 8 delivered by courier service, such as Federal Express, or by any
 9 other messenger or five (5) days after being mailed by prepaid,
 10 certified mail, return receipt requested. For the purpose of
 11 notice, the addresses of the parties shall be as follows until
 12 changed as herein provided:

13
 14 District: Harris County Hospital District
 15 Attention: Chief Administrator
 16 726 Gillette
 17 Houston, Texas 77019
 18

19 with copy to:

20
 21 The Office of Mike Driscoll
 22 County Attorney
 23 1001 Preston, Suite 634
 24 Houston, Texas 77002
 25 Attention: Dori A. Wind
 26
 27
 28

29 AMS: Affiliated Medical Services
 30 c/o Office of the Dean
 31 Baylor College of Medicine
 32 One Baylor Plaza
 33 Houston, Texas 77030
 34

35 and

36 Affiliated Medical Services
 37 c/o Office of the Dean
 38

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The University of Texas
Health Science Center at Houston
6431 Fannin
Houston, Texas 77030

with copies to:

Office of General Counsel
The University of Texas System
201 West 7th Street
Austin, Texas 78701
Attention: Susan Bradshaw

Fulbright & Jaworski
1301 McKinney
51st Floor
Houston, Texas 77010
Attention: A.T. Blackshear, Jr.

Each party shall have the right to change the person to whom notice is to be given for such party and/or its address for notices and each shall have the right to specify such change of the person to whom notice is to be given for such party or address by giving at least fifteen (15) days written notice to the other party.

8.3 Construction. This Agreement shall not be construed against or in favor of one party or the other due to the fact that such party may or may not have authored said Agreement or any provision contained herein.

8.4 Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas

1 and venue for any action arising out of this Agreement shall be
2 in Harris County, Texas.
3

4 8.5 Assignment Prohibited. This Agreement may not be
5 assigned by either party without the express written consent of
6 the other party hereto.
7

8 8.6 Provision for Other Agreements. It is recognized that
9 either party may enter into other agreements and affiliations so
10 long as same are not inconsistent with the terms and provisions
11 hereof.
12

13 8.7 Severability. Should any provision of this Agreement
14 be held unenforceable or invalid under the laws of the United
15 States of America or the State of Texas, or under any other
16 applicable laws of any other jurisdiction, then the parties
17 hereto agree that such provision shall be deemed modified for the
18 purposes of performance of this Agreement in such jurisdiction to
19 the extent necessary to render it lawful and enforceable, or if
20 such a modification is not possible without materially altering
21 the intention of the parties hereto, then such provision shall be
22 severed herefrom for purposes of performance of this Agreement in
23 such jurisdiction. The validity of the remaining provisions of
24 this Agreement shall not be affected by any such modification or
25 severance, except that if any severance materially alters the

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1 intentions of the parties hereto as expressed herein (a modifica-
2 tion being permitted only if there is no material alteration),
3 then the parties hereto shall use their best reasonable effort to
4 agree to appropriate equitable amendments to this Agreement in
5 light of such severance, and if no such agreement can be reached
6 within a reasonable time, any party hereto may initiate litiga-
7 tion to determine and effect such appropriate equitable amend-
8 ments.

9
10 8.8 Amendments and Agreement Execution. This Agreement and
11 amendments thereto shall be in writing and executed in multiple
12 copies of a written instrument duly authorized for execution by
13 the governing Boards of the respective parties hereto. This
14 Agreement and the Service Subcontracts shall be filed with the
15 Board of Health for approval by the Commissioner of Health,
16 pursuant to Tex. Health & Safety Code Ann., Ch. 678, Section
17 312.005 and shall become effective upon the expiration of time or
18 approval provided therein.

19
20 8.9 Entire Agreement; Captions. This Agreement consti-
21 tutes, contains, or references the entire agreement of the par-
22 ties and supersedes any and all prior negotiations, correspon-
23 dence, understandings, and agreements between the parties respec-
24 ting the subject matter thereof. All captions in this Agreement
25 are solely for convenience and are not part of this Agreement.

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IN TESTIMONY OF WHICH this Agreement in multiple originals, each of equal force, has been executed on behalf of the parties hereto as follows, to-wit:

(a) It has on the _____ day of _____, 1990, been executed on behalf of the Harris County Hospital District by the Chairman of the Board of Managers, pursuant to the order of the Board of Managers, so authorizing, and that of the Commissioners Court of Harris County, Texas, so approving; and

(b) It has on the _____ day of _____, 1990, been executed on behalf of the AMS by the Chairman of the Board of Trustees and by the General Director of AMS, pursuant to the order of the Board of Trustees, so authorizing.

ATTEST:

HARRIS COUNTY HOSPITAL DISTRICT

Name: _____
Title: Secretary

By: _____
Name: _____
Title: Chairman

ATTEST:

AFFILIATED MEDICAL SERVICES

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By: _____
Name: _____ Name: _____
Title: Secretary Title: Chairman

and

By: _____
Name: _____
Title: General Director

SUBMITTED TO the Commissioner
of Health, the _____ day of
_____, 1990

APPROVED BY the Commissioner
of Health, the _____ day of
_____, 1990

By: _____
Name: _____
Title: _____

EXHIBIT A
ANNUAL CONTRACT PAYMENT

	<u>Contract Year</u> <u>Ending June 30</u>	<u>Amount</u>
1		
2		
3		
4		
5	1991	\$ _____
6	1992	_____
7	1993	_____
8	1994	_____
9	1995	_____
10	1996	_____
11	1997	_____
12	1998	_____
13	1999	_____
14	2000	_____
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EXHIBIT - A

CLARIFICATION AGREEMENT

WHEREAS, the Board of Regents of The University of Texas System ("Board of Regents") has entered various agreements with Baylor College of Medicine ("Baylor") regarding the formation of Affiliated Medical Services; and

WHEREAS, in such agreements the Board of Regents has acted as, for, and on behalf of The University of Texas Health Science Center at Houston ("UTHSCH") and The University of Texas Medical School at Houston (the "UT Medical School at Houston"), which is a "medical and dental unit" as provided for in Section 63.003 of the Education Code.

NOW, THEREFORE, to evidence and agree upon the parties for which the Board of Regents has been and will be acting in this matter, the Board of Regents and Baylor and Affiliated Medical Services ("AMS") agree as follows.

(1) In the Agreement of Preliminary Understanding between Baylor and the Board of Regents entered February 9, 1987, and the Agreement with Respect to Agreement of Preliminary Understanding between Baylor and the Board of Regents entered February 9, 1987, the UT Medical School of Houston was and is the part of UTHSCH which was contemplated to, and which shall, make health care professionals available to AMS.

(2) AMS and the Board of Regents are entering an Agreement of Sub-Affiliation pursuant to which health care providers will be made available to AMS and, through AMS, to the Harris County Hospital District. That agreement is being executed by the Board of Regents in the name of the Board of Regents for, as, and on behalf of the UT Medical School at Houston through UTHSCH.

ATTEST:

BOARD OF REGENTS OF THE
UNIVERSITY OF TEXAS SYSTEM

By _____
Arthur H. Dilly
Executive Secretary

By _____
Charles B. Mullins, M.D.
Executive Vice Chancellor
for Health Affairs

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

By _____
Susan O. Bradshaw
Attorney
Office of General Counsel

By _____
M. David Low, M.D.
President
The University of Texas Health
Science Center at Houston

By _____
John C. Ribble, M.D.
Dean
The University of Texas
Medical School at Houston

ATTEST:

BAYLOR COLLEGE OF MEDICINE

By _____

By _____

ATTEST:

AFFILIATED MEDICAL SERVICES

By _____

By _____

5. U. T. M.D. Anderson Cancer Center: Authorization for the Acquisition of Assets from Molecular Diagnostic Associates, Inc. (MDxA), Houston, Texas, and Termination of Sponsored Research Agreement with MDxA Effective April 30, 1990.--In December 1987, Molecular Diagnostic Associates, Inc. (MDxA), a for-profit corporation, was established for the purpose of marketing molecular probe technology which had been developed at The University of Texas M.D. Anderson Cancer Center.

After nearly two years of operation, U. T. M.D. Anderson Cancer Center is virtually the only customer of MDxA and marketing surveys indicate that this will be the situation for several years to come. The primary market for this technology is the teaching programs at medical schools and most of these schools perform their own DNA probe tests. It is not expected that general use of this technology by nonmedical school practitioners will take place before 1995.

As a result of curtailed marketing opportunities and quality control concerns, it was concluded that it is in the best economic interest of U. T. M.D. Anderson Cancer Center to perform these tests. These tests can be performed in-house at a cost which is 40-60% less than the amount currently being paid to MDxA. In order to do this, U. T. M.D. Anderson Cancer Center must have the necessary equipment, space, and qualified technical personnel. The most feasible means to accomplish this is to purchase the assets of the company, assume the lease of space, and hire the necessary technical staff.

In accordance therewith, the Board, upon recommendation of the Health Affairs Committee, granted approval for the U. T. M.D. Anderson Cancer Center to acquire the assets from Molecular Diagnostic Associates, Inc. (MDxA), Houston, Texas, and to terminate the sponsored research agreement with MDxA. U. T. M.D. Anderson Cancer Center will tender its twenty-five (25) percent ownership in the corporation, represented by 2,500,000 shares of common stock, to MDxA and this action will be effective at the close of business on April 30, 1990.

The total value of the elements for this purchase is \$690,000 which includes \$608,000 for the assets of the company, \$32,000 as a refund to MDxA pursuant to termination of the sponsored research agreement, and \$50,000 in accounts receivable due MDxA.

REPORT AND RECOMMENDATIONS OF THE FINANCE AND FACILITIES COMMITTEE (Pages 215 - 220).--Committee Chairman Moncrief reported that the Finance and Facilities 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, all actions set forth in the Minute Orders which follow were recommended by the Finance and Facilities Committee and approved in open session and without objection by the U. T. Board of Regents:

I. FINANCE MATTERS

1. U. T. System: Approval of Chancellor's Docket No. 51 (Catalog Change).--Upon recommendation of the Finance and Facilities Committee, the Board approved Chancellor's Docket No. 51 in the form distributed by the Executive Secretary. It is attached following Page 289 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.

Regent Ratliff abstained from voting on items within the Docket related to Exxon Corporation and Southwest Texas Electric Cooperative due to a possible conflict of interest.

2. U. T. System: Authorization to Add Bank One Texas, N.A., Dallas, Texas, and MetroBank, N.A., Houston, Texas, as Depository Banks.--The Finance and Facilities Committee recommended and the Board approved Bank One Texas, N.A., Dallas, Texas, and MetroBank, N.A., Houston, Texas, as additional depository banks for The University of Texas System, subject to the banks being willing to execute the standard Bank Depository Agreement.
3. U. T. Health Science Center - Houston: Allocation of Funds for Purchase of Clinical Patient Equipment.--The Board, upon recommendation of the Finance and Facilities Committee, authorized The University of Texas Health Science Center at Houston to purchase clinical patient equipment in the amount of \$3,000,000 and allocated \$600,000 in institutional balances (MSRDP) and reallocated \$2.4 million in Permanent University Fund Bond Proceeds from the FY 1990 Capital Budget from savings resulting from lower than anticipated construction bids on another project.

These monies will purchase approximately 53 items of clinical equipment that have been identified by the faculty and administration as critical to the institution's hospital-based patient care and teaching mission. Equipment to be purchased will

keep the major clinical departments on the forefront of technology and retain the vigorous inpatient practice that is essential to the quality of the teaching program and the financial strength of the U. T. Health Science Center - Houston.

This reallocation of Permanent University Fund resources will amend the project detail but not the expenditure totals in the FY 1990 Capital Budget.

II. FACILITIES MATTERS

1. U. T. Austin - Balcones Research Center - Additional Building for Applied Research Laboratories Facility (Project No. 102-703): Approval of Final Plans and Authorization to Advertise for Bids and for Executive Committee to Award Contracts.--Upon recommendation of the Finance and Facilities Committee, the Board:
 - a. Approved final plans and specifications for the construction of an Additional Building for the Applied Research Laboratories Facility at The University of Texas at Austin Balcones Research Center at an estimated total project cost of \$3,500,000
 - 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 authorized total project cost.

This project was included in the Capital Improvement Program approved by the U. T. Board of Regents in June 1989 and the FY 1990 Capital Budget approved by the U. T. Board of Regents in August 1989.

2. U. T. Austin and U. T. Permian Basin - Research/Laboratory Facility at Permian Basin Center for Energy and Economic Diversification (Project No. 102-696): Approval of Plaque Inscription.-- On behalf of The University of Texas at Austin and The University of Texas of the Permian Basin, approval was given to the inscription set out on Page 217 for a plaque to be placed on the Permian Basin Center for Energy and Economic Diversification. The inscription follows the standard pattern approved by the U. T. Board of Regents in June 1979.

PERMIAN BASIN CENTER
FOR
ENERGY AND ECONOMIC DIVERSIFICATION
1989

BOARD OF REGENTS

Jack S. Blanton, Chairman
Shannon H. Ratliff, Vice-Chairman
Bill Roden, Vice-Chairman
Robert B. Baldwin III
Sam Barshop
Louis A. Beecherl, Jr.
Jess Hay
W. A. "Tex" Moncrief, Jr.
Mario Yzaguirre

Hans Mark
Chancellor, The
University of Texas System
William H. Cunningham
President, The University
of Texas at Austin
Duane M. Leach
President, The University
of Texas of the Permian Basin

Rhotenberry & Wellen
Architects & Planners, Inc.
Project Architect
Landgraf Crutcher and
Associates, Inc.
Project Engineer
Rose & Sons, Inc.
Contractor

3. U. T. Dallas - Cecil and Ida Green Center for the Study of Science and Society (Project No. 302-717): Authorization for Project; Appointment of F&S Partners Incorporated, Dallas, Texas, as Project Architect to Prepare Preliminary Plans; and Additional Appropriation Therefor.--Following brief comments by President Rutford and upon recommendation of the Finance and Facilities Committee, the Board:
- a. Authorized a project for the construction of the Cecil and Ida Green Center for the Study of Science and Society at The University of Texas at Dallas at an estimated total project cost of \$2,433,000
 - b. Appointed the firm of F&S Partners Incorporated, Dallas, Texas, as Project Architect to prepare preliminary plans and a detailed cost estimate to be presented to the U. T. Board of Regents for consideration at a future meeting
 - c. Appropriated \$133,000 from Private Gift Funds for costs of architect fees and administrative expenses through preparation of preliminary plans.

This project was included in the Capital Improvement Program approved by the U. T. Board of Regents in June 1989 and the FY 1990 Capital Budget in August 1989 at an estimated project cost of \$2,300,000 from gift funds.

4. U. T. Medical Branch - Galveston - Medical Research Building (Project No. 601-665): Approval of Plaque Inscription.--The Board approved the inscription set out on Page 218 for a plaque to be placed on the Medical Research Building being constructed at The University of Texas Medical Branch at Galveston. The inscription follows the standard pattern approved by the U. T. Board of Regents in June 1979.

MEDICAL RESEARCH BUILDING
1989

BOARD OF REGENTS

Jack S. Blanton, Chairman	Hans Mark
Shannon H. Ratliff, Vice-Chairman	Chancellor, The
Bill Roden, Vice-Chairman	University of Texas System
Robert B. Baldwin III	Thomas N. James
Sam Barshop	President, The University
Louis A. Beecherl, Jr.	of Texas Medical Branch at
Jess Hay	Galveston
W. A. "Tex" Moncrief, Jr.	
Mario Yzaguirre	3D/International
	Project Architect
	Robert E. McKee, Inc.
	Contractor

5. U. T. Medical Branch - Galveston - John Sealy Hospital - New Emergency Department and Trauma Center Facility (Project No. 601-658): Approval of Plaque Inscription.-- Approval was given to the inscription set out below for a plaque to be placed on the New Emergency Department and Trauma Center Facility being constructed at The University of Texas Medical Branch at Galveston. The inscription follows the standard pattern approved by the U. T. Board of Regents in June 1979.

EMERGENCY ROOM AND TRAUMA CENTER
1989

BOARD OF REGENTS

Louis A. Beecherl, Jr., Chairman	Hans Mark
Sam Barshop, Vice-Chairman	Chancellor, The
Bill Roden, Vice-Chairman	University of Texas System
Jack S. Blanton	Thomas N. James
Robert J. Cruikshank	President, The University
Tom Loeffler	of Texas Medical Branch at
W. A. "Tex" Moncrief, Jr.	Galveston
Mario E. Ramirez, M.D.	
Shannon H. Ratliff	Pierce Goodwin Alexander &
	Linville
	Project Architect
	Manhattan Construction Company
	Contractor

6. U. T. Medical Branch - Galveston - Texas Department of Corrections Hospital - Renovation and Completion of Shelled Space on Fourth and Eighth Floors: Authorization for Interagency Agreement with Texas Department of Corrections (TDC) to Manage Project and Appointment of Jessen Inc., Austin, Texas, as Project Architect to Prepare Final Plans.--The 71st Legislature appropriated \$5,458,915 in bond proceeds for renovation and completion of shelled space on the fourth and eighth floors of the Texas Department of Corrections (TDC) Hospital at The University of Texas Medical Branch at Galveston in order to provide additional facilities for TDC inmate patients. On November 7, 1989, the voters of the State of Texas approved a \$400 million bond issue and issuance of these bonds is anticipated in the near future.

In accordance therewith and upon recommendation of the Finance and Facilities Committee, the Board:

- a. Authorized The University of Texas System Office of Facilities Planning and Construction to enter into an interagency agreement with the Texas Department of Corrections to manage a project for the renovation and completion of shelled space on the fourth and eighth floors of the Texas Department of Corrections Hospital at U. T. Medical Branch - Galveston at an estimated total project cost of \$5,458,915, to be funded by the Texas Department of Corrections
- b. Appointed the firm of Jessen Inc., Austin, Texas, as Project Architect to prepare final plans and specifications to be presented to the U. T. Board of Regents for consideration at a future meeting.

This project is legislatively approved and does not require submission to the Texas Higher Education Coordinating Board. Amendments to the Capital Improvement Program or the Capital Budget will not be required since funds for the project and all project expenses will be paid directly by TDC.

III. INFORMATIONAL ITEM

U. T. Tyler - Liberal Arts Complex (Project No. 802-719): Project Analysis and Conceptual Design Progress Report.--In December 1989, the Board of Regents of The University of Texas System appointed the firm of C/A Architects, Inc. (formerly Crain/Anderson, Inc.) of Longview and Houston, Texas, to prepare a detailed project analysis and conceptual design for a Liberal Arts Complex at The University of Texas at Tyler. That action was the latest in a series of steps which began in 1985 with the inclusion of the project in the U. T. System Capital Improvement Program.

C/A Architects, Inc. has prepared a preliminary conceptual design and is continuing to work on the detailed project analysis. The conceptual design calls for a basic unit which will include a performance center/auditorium with approximately 2,000 seats, a small recital hall, theatre/drama laboratory space, music practice rooms, and appropriate supporting spaces. As currently drawn, this unit will consist of approximately 127,300 square feet of space.

The overall concept provides for the addition of a 17,500 square foot wing at a future date. That wing will allow U. T. Tyler to house academic programs in speech and journalism. The site development plan also accommodates a separate 20,000 square foot art laboratory for sculpture, ceramics, print making, and related academic activities. This building will allow U. T. Tyler to isolate the noise, dirt, and odors of these laboratory activities from other academic and performance activities when enrollment growth justifies further campus expansion.

Although cost estimates and design concepts are still being refined, the University anticipates that this design will come closest to meeting its most pressing needs for special purpose meeting, performance and exhibition space within the proposed budget of \$18,200,000 (\$12,000,000 PUF; \$1,200,000 Student Fee Bonds; and \$5,000,000 Gifts) included in the Capital Improvement Program. The detailed project analysis now underway will include estimates of operating revenues and costs as well as more refined estimates of construction costs. Equipment and staffing requirements will be established, as well. This analysis will also provide the University with design and construction schedules and information to support the private fund raising effort.

A complete presentation and appropriate recommendations related to phased project construction will be made at a future meeting of the Board.

REPORT AND RECOMMENDATIONS OF THE LAND AND INVESTMENT COMMITTEE (Pages 220 - 235).--Committee Chairman Ratliff 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.

I. PERMANENT UNIVERSITY FUND

INVESTMENT MATTERS

Report on Clearance of Monies to the Permanent University Fund for January and February 1990 and Report on Oil and Gas Development as of February 28, 1990.--The following reports with respect to (a) certain monies cleared to the Permanent University Fund for January and February 1990 and (b) Oil and Gas Development as of February 28, 1990, were submitted by the Executive Vice Chancellor for Asset Management:

	<u>January 1990</u>	<u>February 1990</u>	<u>Cumulative Through February of this Fiscal Year (1989-1990)</u>	<u>Cumulative Through February of Preceding Fiscal Year (1988-1989)</u>	<u>Per Cent Change</u>
Permanent University Fund					
Royalty					
Oil	\$4,512,565.69	\$4,401,591.11	\$25,767,281.45	\$20,591,446.71	25.14%
Gas	1,584,331.51	1,876,636.29	9,550,044.35	10,259,231.24	-6.91%
Sulphur	30,000.00	0.00	193,919.75	145,724.36	33.07%
Water	98,026.78	46,309.61	438,567.28	349,990.54	25.31%
Brine	5,688.37	3,439.62	30,675.32	17,371.20	76.59%
Trace Minerals	0.00	0.00	0.00	0.00	--
Rental					
Oil and Gas Leases	70,756.11	25,137.07	675,934.14	703,240.90	-3.88%
Other	8,412.65	7,465.34	17,827.99	366.46	--
Sale of Sand, Gravel, Etc.	0.00	0.00	1,151.10	34,887.45	-96.70%
Total University Lands Receipts Before Bonuses	<u>6,309,781.11</u>	<u>6,360,579.04</u>	<u>36,675,401.38</u>	<u>32,102,258.86</u>	<u>14.25%</u>
Bonuses					
Oil and Gas Lease Sales	0.00	0.00	2,160,415.16	2,554,807.73	-15.44%
Amendments and Extensions to Mineral Leases	0.00	0.00	160.00	641.11	-75.04%
Total University Lands Receipts	<u>6,309,781.11</u>	<u>6,360,579.04</u>	<u>38,835,976.54</u>	<u>34,657,707.70</u>	<u>12.06%</u>
Gain or (Loss) on Sale of Securities	<u>2,245,412.87</u>	<u>(1,013,156.51)</u>	<u>27,981,977.95</u>	<u>80,651,077.46</u>	<u>-65.30%</u>
TOTAL CLEARANCES	<u>\$8,555,193.98</u>	<u>\$5,347,422.53</u>	<u>\$66,817,954.49</u>	<u>\$115,308,785.16</u>	<u>-42.05%</u>

Oil and Gas Development - February 28, 1990
 Acreage Under Lease - 690,171

Number of Producing Acres - 540,716

Number of Producing Leases - 2,157

II. TRUST AND SPECIAL FUNDS

Gifts, Bequests and Estates

1. U. T. Arlington: Approval to Accept Transfer of Funds and to Establish the C. B. Smith Endowment for the Webb Lectures.--Approval was given to accept a \$50,000 transfer of previously reported gifts from current restricted funds and to establish the C. B. Smith Endowment for the Webb Lectures at The University of Texas at Arlington.

Ninety percent of the income earned from the endowment will be used to provide support for the operating expenses of presenting the annual Walter Prescott Webb Lectures which have become an established tradition at U. T. Arlington. The remaining ten percent of the income earned will be reinvested in the endowment corpus.

2. U. T. Austin: George W. Bean Endowed Presidential Scholarship in Engineering in the College of Engineering - Amendment to Scholarship Restrictions.--The Board amended the scholarship restrictions for the George W. Bean Endowed Presidential Scholarship in Engineering in the College of Engineering at The University of Texas at Austin to include engineering students who meet the individual eligibility requirements for citizenship established by the U. S. Congress for National Science Foundation Scholarships.

3. U. T. Austin: Acceptance of Gifts from an Anonymous Donor and Establishment of the Biochemical and Biomedical Research Endowment in the College of Natural Sciences.--Upon recommendation of the Land and Investment Committee, the Board accepted gifts totalling \$130,801.91 from an anonymous donor and established the Biochemical and Biomedical Research Endowment 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 support human biochemical and biomedical research within the Department of Chemistry.

4. U. T. Austin: Acceptance of Gift and Pledge from Transco Energy Company, Houston, Texas; Establishment of the Annis and Jack Bowen Endowed Professorship in Engineering in the College of Engineering; Allocation of Funds from the College of Engineering Challenge Grant; and Eligibility for Matching Funds Under The Regents' Endowed Teachers and Scholars Program.--The Land and Investment Committee recommended and the Board accepted a \$36,337.50 gift and a \$36,337.50 pledge, payable by August 31, 1991, from Transco Energy Company, Houston, Texas, for a total of \$72,675.00 and established the Annis and Jack Bowen Endowed Professorship in Engineering in the College of Engineering at The University of Texas at Austin.

Further, \$104,650 will be allocated from the College of Engineering Challenge Grant and will be used to increase the endowment to a total of \$177,325.

Additionally, \$72,675 in matching funds will be allocated under The Regents' Endowed Teachers and Scholars Program and will be used to increase the endowment to a total of \$250,000.

5. U. T. Austin: Acceptance of Gifts from The Coca-Cola Company, Atlanta, Georgia, and Mr. Benno C. Schmidt, New York, New York, for Addition to the Caltex Professorship in Australian Studies and Eligibility for Matching Funds Under The Regents' Endowed Teachers and Scholars Program.--The Board, upon recommendation of the Land and Investment Committee, accepted a \$10,000 gift from The Coca-Cola Company, Atlanta, Georgia, and a gift of SunGard Data Systems, Inc. common stock which realized proceeds of \$10,148.75 from Mr. Benno C. Schmidt, New York, New York, for a total of \$20,148.75 for addition to the Caltex Professorship in Australian Studies at The University of Texas at Austin.

Further, \$10,074.38 in matching funds will be allocated under The Regents' Endowed Teachers and Scholars Program and will be used to increase the endowment to a total of \$230,223.13.

6. U. T. Austin: Approval to Designate Previously Accepted Funds from Mr. and Mrs. Fred T. Couper, Houston, Texas; Establishment of the Mary Frances Bowles Couper Endowed Presidential Scholarship for Undergraduate Students in Piano Performance in the College of Fine Arts; the Mary Frances Bowles Couper Endowed Presidential Scholarship for Graduate Students in Piano Performance in the College of Fine Arts; and the Fred Thomson Couper, Jr. Research Professorship in Texas Real Property and Oil and Gas Law in the School of Law.--Approval was given to designate \$207,699.06, comprised of \$61,496.41 in cash and a \$146,202.65 note receivable, resulting from the sale of gifts of real property from Mr. and Mrs. Fred T. Couper, Houston, Texas, to be divided equally between the College of Fine Arts and the School of Law at The University of Texas at Austin.

Funds in the amount of \$51,924.76 will be used to establish the Mary Frances Bowles Couper Endowed Presidential Scholarship for Undergraduate Students in Piano Performance in the Department of Music, College of Fine Arts. Income earned from the endowment will be used to award a four-year scholarship to a student selected by means of an open audition for incoming freshmen, judged by a panel of Department of Music faculty members.

Funds in the amount of \$51,924.77 will be used to establish the Mary Frances Bowles Couper Endowed Presidential Scholarship for Graduate Students in Piano Performance in the Department of Music, College of Fine Arts. Income earned from the endowment will be used to award a two-year scholarship to a graduate student selected by the Department of Music Scholarship Committee upon recommendations from appropriate Department of Music faculty members.

The remainder of the contribution, \$103,849.53, will be used to establish the Fred Thomson Couper, Jr. Research Professorship in Texas Real Property and Oil and Gas Law in the School of Law. Income earned from the endowment will be used to support the Professorship, including providing research assistants, summer and semester research grants, travel, and other supplemental research expenses as deemed appropriate by the Dean of the School of Law, with concurrence of the President of U. T. Austin.

7. U. T. Austin: Acceptance of Gift from Mrs. Mardilla T. Cox, Irving, Texas, and Establishment of the Ainslee Cox Scholarship in Music in the College of Fine Arts.--Upon recommendation of the Land and Investment Committee, the Board accepted a \$10,000 gift from Mrs. Mardilla T. Cox, Irving, Texas, and established the Ainslee Cox Scholarship in Music in the Department of Music, College of Fine Arts, at The University of Texas at Austin.

Income earned from the endowment will be used to award scholarships to students of conducting or composing within the Department of Music.
8. U. T. Austin: Acceptance of Gift from Mr. and Mrs. L. Sprague de Camp, Plano, Texas, and Establishment of the L. Sprague de Camp and Catherine Crook de Camp Endowment for the Study of Science Fiction and Fantasy.--The Land and Investment Committee recommended and the Board accepted a \$10,000 gift from Mr. and Mrs. L. Sprague de Camp, Plano, Texas, and established the L. Sprague de Camp and Catherine Crook de Camp Endowment for the Study of Science Fiction and Fantasy at The University of Texas at Austin.

Income earned from the endowment will be used to organize, preserve, and develop the de Camp literary archives located in the Harry Ransom Humanities Research Center.
9. U. T. Austin: Authorization to Redesignate the Robert R. Douglass Scholarship Fund in the Graduate School of Library and Information Science as the Robert R. Douglass Memorial Endowed Presidential Scholarship.--In order to more accurately reflect the value of this endowment, authorization was granted to redesignate the Robert R. Douglass Scholarship Fund in the Graduate School of Library and Information Science at The University of Texas at Austin as the Robert R. Douglass Memorial Endowed Presidential Scholarship.
10. U. T. Austin: Acceptance of Gift of Securities from Mr. and Mrs. Jeffrey M. Heller, Dallas, Texas, and Establishment of the William Balfour and Geraldine Franklin Endowed Presidential Scholarship in Chemical Engineering in the College of Engineering.--The Board accepted a gift of General Motors Corporation common stock valued at \$27,070.75 from Mr. and Mrs. Jeffrey M. Heller, Dallas, Texas, and established the William Balfour and Geraldine Franklin Endowed Presidential Scholarship in Chemical Engineering in the Department of Chemical Engineering, College of Engineering, at The University of Texas at Austin.

Income earned from the endowment will be used to award scholarships to chemical engineering students who meet the individual eligibility requirements for citizenship established by the U. S. Congress for National Science Foundation Scholarships, and who are beginning their junior or senior year. Recipients shall be nominated by the College of Engineering Scholarship Committee and selected by the Dean, based on academic achievement, character, and interest in and potential for a successful engineering career. Financial need may be a consideration but will not be a selection requirement.

11. U. T. Austin: Acceptance of Distribution from the Wayne R. Howell Testamentary Trust, Denison, Texas, and Establishment of the Wayne R. Howell Endowed Presidential Scholarship in Law in the School of Law.--Upon recommendation of the Land and Investment Committee, the Board accepted a distribution of 1,000 shares of Texaco, Inc. common stock which realized proceeds of \$56,398.11 and accumulated dividends of \$13,301.84 from a testamentary trust created by the Last Will and Testament of Wayne R. Howell, Denison, Texas, for a total of \$69,699.95 and established the Wayne R. Howell Endowed Presidential Scholarship in Law in the School of Law at The University of Texas at Austin.

Income earned from the endowment will be used to award scholarships to students at the discretion of the Dean of the School of Law or his designated representative.

12. U. T. Austin: Acceptance of Gift and Pledge from Mr. Dwight E. Huth, Ponca City, Oklahoma, and Corporate Matching Funds from Conoco, Inc., Ponca City, Oklahoma, and Establishment of the Dwight E. Huth Endowed Presidential Scholarship in Chemical Engineering in the College of Engineering.--The Land and Investment Committee recommended and the Board accepted a \$10,000 gift and a \$23,333 pledge from Mr. Dwight E. Huth, Ponca City, Oklahoma, \$5,000 in corporate matching funds and \$28,333 in requested corporate matching funds from Conoco, Inc., Ponca City, Oklahoma, for a total of \$66,666 and established the Dwight E. Huth Endowed Presidential Scholarship in Chemical Engineering in the Department of Chemical Engineering, College of Engineering, at The University of Texas at Austin.

Income earned from the endowment will be used to award scholarships to sophomore, junior, or senior students who are enrolled full-time in Chemical Engineering. Nominees must be gainfully employed and must meet the individual eligibility requirements for citizenship established by the U. S. Congress for National Science Foundation Scholarships. Recipients will be nominated by the College of Engineering Scholarship Committee and selected by the Dean.

13. U. T. Austin: Approval to Accept Gift and Pledge from Industrial Properties Corporation, Dallas, Texas; Establishment of the Industrial Properties Corporation Endowed Faculty Fellowship in Engineering in the College of Engineering; Allocation of Funds from the College of Engineering Challenge Grant; and Eligibility for Matching Funds Under The Regents' Endowed Teachers and Scholars Program.--Approval was given to accept a \$10,000 gift and \$19,070 pledge, payable by August 31, 1991, from Industrial Properties Corporation, Dallas, Texas, for a total of \$29,070 and to establish the Industrial Properties Corporation Endowed Faculty Fellowship in Engineering in the College of Engineering at The University of Texas at Austin.

Further, \$41,860 will be allocated from the College of Engineering Challenge Grant and will be used to increase the endowment to a total of \$70,930.

Additionally, \$29,070 in matching funds will be allocated under The Regents' Endowed Teachers and Scholars Program and will be used to increase the endowment to a total of \$100,000.

14. U. T. Austin: Acceptance of Gifts of Securities from Mr. Jodie Isenhower, Marble Falls, Texas, and Corporate Matching Funds from Exxon Education Foundation, Florham Park, New Jersey, and Establishment of the Jodie and Mary Isenhower Endowed Presidential Scholarship in Engineering in the College of Engineering.--The Board, upon recommendation of the Land and Investment Committee, accepted two gifts of Exxon Corporation common stock which realized proceeds of \$9,773.50 from Mr. Jodie Isenhower, Marble Falls, Texas, \$14,776.47 in corporate matching funds and \$14,531 in requested corporate matching funds from Exxon Education Foundation, Florham Park, New Jersey, for a total of \$39,080.97 and established the Jodie and Mary Isenhower Endowed Presidential Scholarship in Engineering in the College of Engineering at The University of Texas at Austin.

Income earned from the endowment will be used to award scholarships to undergraduate students who meet the individual eligibility requirements for citizenship established by the U. S. Congress for National Science Foundation Scholarships. Recipients shall be nominated by the College of Engineering Scholarship Committee and selected by the Dean of the College of Engineering on the basis of academic achievement, character, interest in and potential for a successful engineering career. Financial need may be a consideration but will not be a requirement for selection.

15. U. T. Austin: Authorization to Accept Gift from the South Texas Section of the Society of Plastics Engineers, Inc., Houston, Texas, and to Establish the Marion Johnson • South Texas Section Society of Plastics Engineers Endowed Presidential Scholarship in Chemical Engineering in the College of Engineering.--Authorization was granted to accept a \$25,000 gift from the South Texas Section of the Society of Plastics Engineers, Inc., Houston, Texas, and to establish the Marion Johnson • South Texas Section Society of Plastics Engineers Endowed Presidential Scholarship in Chemical Engineering in the Department of Chemical Engineering, College of Engineering, at The University of Texas at Austin.

Income earned from the endowment will be used to award scholarships to graduate students who meet the individual eligibility requirements for citizenship established by the U. S. Congress for National Science Foundation Scholarships. Recipients shall be nominated by the Department of Chemical Engineering Scholarship Committee, in association with the College of Engineering Scholarship Committee and selected by the Dean of the College of Engineering on the basis of academic achievement, character, interest in and potential for a successful polymer engineering career, with preference given to students from South Texas. Financial need may be a consideration but will not be a requirement for selection.

16. U. T. Austin: Approval to Redesignate the Lackshin & Nathan Endowed Presidential Scholarship in Law in the School of Law as the Nathan Wood & Sommers Endowed Presidential Scholarship in Law.--In accordance with the donor's request to reflect the current name of the law firm, the Board redesignated the Lackshin & Nathan Endowed Presidential Scholarship in Law in the School of Law at The University of Texas at Austin as the Nathan Wood & Sommers Endowed Presidential Scholarship in Law.
17. U. T. Austin: Acceptance of Gifts and Pledge from Wood, Lucksinger & Epstein, Houston, Texas, and Various Donors and Establishment of the Roger L. Levy Endowed Presidential Scholarship in Law in the School of Law.--The Land and Investment Committee recommended and the Board accepted an \$8,445 gift and a \$10,000 pledge, payable by August 31, 1993, from the law firm of Wood, Lucksinger & Epstein, Houston, Texas, \$6,805 from various donors and a \$12,625 transfer of previously reported gifts from current restricted funds for a total of \$37,875 and established the Roger L. Levy Endowed Presidential Scholarship in Law in the School of Law at The University of Texas at Austin. Funds in the amount of \$25,250 will be held and administered by The University of Texas Law School Foundation (an external foundation) in accordance with the Regents' Rules and Regulations and \$12,625 will be held and administered by the U. T. Board of Regents.

Income earned from the endowment will be used to award scholarships with preference given to second and third-year law students with outstanding scholastic performance and to students demonstrating an interest and/or ability in health care law, at the discretion of the Dean of the School of Law or his designee. Financial need may be considered in making the award to otherwise equally qualified candidates.

18. U. T. Austin: Acceptance of Transfer of Funds and Establishment of The Longhorn Associates Academic Achievement Endowment Fund in the Department of Intercollegiate Athletics for Women.--Upon recommendation of the Land and Investment Committee, the Board accepted an \$11,729 transfer of previously reported gifts from current restricted funds and established The Longhorn Associates Academic Achievement Endowment Fund in the Department of Intercollegiate Athletics for Women at The University of Texas at Austin.

Income earned from this endowment will be used to enhance the academic achievement of student-athletes within the Department by providing for:

- a. Summer school scholarships
- b. Special testing for student-athletes who may have learning disabilities
- c. Special equipment and learning tools
- d. Consultants to conduct in-service training of academic coaches working with student-athletes
- e. Programs designed to increase the prospect of student-athletes' academic success.

19. U. T. Austin: Approval to Accept Transfer of Funds and to Establish the Memorial Scholarship Fund in Honor of Botany Faculty in the College of Natural Sciences.--The Board accepted a \$25,890.16 transfer of previously reported gifts from current restricted funds and established the Memorial Scholarship Fund in Honor of Botany Faculty in the Department of Botany, College of Natural Sciences, at The University of Texas at Austin.

Income earned from the endowment will be used to award scholarships to graduate students in the Department of Botany.

20. U. T. Austin: Approval to Accept Gift from Mercedes-Benz of North America, Inc., Montvale, New Jersey, and to Establish the Mercedes-Benz/Clarissa Davis Endowed Scholarship in the Department of Intercollegiate Athletics for Women.--Approval was given to accept a \$20,000 gift from Mercedes-Benz of North America, Inc., Montvale, New Jersey, and to establish the Mercedes-Benz/Clarissa Davis Endowed Scholarship in the Department of Intercollegiate Athletics for Women at The University of Texas at Austin.

Income earned from the endowment will be used to award an annual scholarship to a female student-athlete who is majoring in engineering, ecological studies or a related area, and who has completed her athletic eligibility and requires assistance to complete her baccalaureate degree or begin graduate studies in one of these areas. If, in any given year, no candidate meets the criteria for the award, all income earned will be reinvested in the principal.

21. U. T. Austin: Acceptance of Bequest from the Estate of Mr. Francis Alstock, Wimberley, Texas, and Establishment of the Ralph R. Nelson Presidential Scholarship Fund.--The Land and Investment Committee recommended and the Board accepted a residuary bequest from the Estate of Mr. Francis Alstock, Wimberley, Texas, which realized sale proceeds totalling \$356,988.23, and established the Ralph R. Nelson Presidential Scholarship Fund at The University of Texas at Austin.

Income earned from the endowment will be used to award scholarships to worthy students in need of financial assistance who will be selected by a committee appointed by the President for the Endowed Presidential Scholarship Program.

22. U. T. Austin: Authorization to Designate Previously Approved Matching Funds Under The Regents' Endowed Teachers and Scholars Program to Increase the Fred L. and Frances J. Oliver Lectureship in Texas Hydrology and Water Resources in the College of Natural Sciences.-- Authorization was granted to designate \$25,000 in previously approved Regents' Endowed Teachers and Scholars Program matching funds to increase the Fred L. and Frances J. Oliver Lectureship in Texas Hydrology and Water Resources in the Department of Geology, College of Natural Sciences, at The University of Texas at Austin to a total of \$50,680.

23. U. T. Austin: Approval to Accept Pledge from Price Waterhouse Foundation, New York, New York, and to Fund a Nonendowed Academic Position Named the Price Waterhouse Faculty Fellowship in Auditing in the College of Business Administration and the Graduate School of Business.-- Upon recommendation of the Land and Investment Committee, the Board accepted a \$45,000 pledge, payable in three annual installments of \$15,000 in 1990, 1991 and 1992, from the Price Waterhouse Foundation, New York, New York, and funded a nonendowed academic position for three years in the College of Business Administration and the Graduate School of Business at The University of Texas at Austin to be named the Price Waterhouse Faculty Fellowship in Auditing.

Contributed funds will be used primarily for research activities of the faculty member appointed to the Fellowship. Additionally, a portion of the funds will be used annually to sponsor a Price Waterhouse Auditing Lecture at U. T. Austin.

24. U. T. Austin: Acceptance of Gift and Pledge from Mr. and Mrs. Charles E. Seay, Dallas, Texas, and Establishment of the Charles and Sarah Seay Regents Professorship in Developmental Psychology in the College of Liberal Arts and Eligibility for Matching Funds Under The Regents' Endowed Teachers and Scholars Program.-- The Board accepted a \$33,333.33 gift and a \$100,000 pledge, payable by August 31, 1993, from Mr. and Mrs. Charles E. Seay, Dallas, Texas, for a total of \$133,333.33 and established the Charles and Sarah Seay Regents Professorship in Developmental Psychology in the Department of Psychology, College of Liberal Arts, at The University of Texas at Austin.

Further, \$66,666.67 in matching funds will be allocated under The Regents' Endowed Teachers and Scholars Program and will be used to increase the endowment to a total of \$200,000.

25. U. T. Austin: Approval to Accept Transfer of Funds and to Establish the Student Engineering Gift Campaign Endowment in the College of Engineering.--Approval was given to accept a \$10,035 transfer of previously reported gifts from current restricted funds and to establish the Student Engineering Gift Campaign Endowment in the College of Engineering at The University of Texas at Austin.

Income earned from the endowment will be used at the discretion of the Dean of the College of Engineering and the Student Engineering Gift Campaign Steering Committee for the overall benefit of the College.

26. U. T. Austin: Acceptance of Pledges from Various Donors; Establishment of the George W. and Ione Stumberg Research Professorship in Law in the School of Law; and Eligibility for Matching Funds Under The Regents' Endowed Teachers and Scholars Program.--The Land and Investment Committee recommended and the Board accepted an \$88,975 transfer of previously reported gifts from current restricted funds and pledges of \$44,345, payable by August 31, 1993, from various donors for a total of \$133,320 and established the George W. and Ione Stumberg Research Professorship in Law in the School of Law at The University of Texas at Austin. To date, gifts of \$65,575 are held by The University of Texas Law School Foundation (an external foundation) in accordance with the Regents' Rules and Regulations, and gifts of \$23,400 are held by the U. T. Board of Regents.

Further, \$50,000 in matching funds will be allocated under The Regents' Endowed Teachers and Scholars Program and will be used to increase the endowment to a total of \$183,320. Upon approval of these matching funds, The University of Texas Law School Foundation will transfer the funds it holds to the U. T. Board of Regents.

Income earned from the endowment will be used to support the Professorship. Specifically, income may be used to support travel, books and materials, secretarial assistance, research assistants, and other expenses related to ongoing research of the appointed holder as deemed appropriate by the Dean of the School of Law with concurrence of the President of U. T. Austin.

27. U. T. Austin: Sam G. Whitten Memorial Scholarship Fund in the Graduate School of Library and Information Science Redesignated as the Sam G. Whitten Memorial Endowed Presidential Scholarship.--In order to reflect more accurately the value of this endowment, the Sam G. Whitten Memorial Scholarship Fund in the Graduate School of Library and Information Science at The University of Texas at Austin was redesignated as the Sam G. Whitten Memorial Endowed Presidential Scholarship.

28. U. T. Austin: Acceptance of Gifts from Various Donors and Establishment of the Orville Wyss Endowed Scholarship Fund in the College of Natural Sciences.--The Board, upon recommendation of the Land and Investment Committee, accepted \$10,745 in gifts from various donors and established the Orville Wyss Endowed Scholarship Fund in the Department of Microbiology, College of Natural Sciences, at The University of Texas at Austin.

Income earned from the endowment will be used to award scholarships to undergraduate students and to promote excellence in science within the Department of Microbiology.

29. U. T. Dallas: Acceptance of Gift from an Anonymous Donor and Establishment of the U. T. Dallas Presidential Achievement Scholarships.--Upon recommendation of the Land and Investment Committee, the Board accepted a \$1,072,000 gift from an anonymous donor with \$1,000,000 being used to establish the U. T. Dallas Presidential Achievement Scholarships at The University of Texas at Dallas. The remaining \$72,000 will be used to award scholarships for the 1990-91 academic year.

Income only from the endowment is to be spent. The initial funding and the income earned will be used to award scholarships to Black and Hispanic freshman or sophomore students on the basis of academic merit.

30. U. T. Tyler: Authorization to Accept Gifts from Mrs. Joy Turns and Dr. Barry Green, Both of Tyler, Texas, and to Establish The Rev. Lewis L. and Ruth MacDonald Shoptaw Endowed Academic Scholarship.--Authorization was granted to accept a \$2,400 gift from Mrs. Joy Turns, Tyler, Texas, a \$3,925.89 gift from Dr. Barry Green, Tyler, Texas, and a \$3,716 transfer of previously reported gifts from current restricted funds for a total of \$10,041.89 and to establish The Rev. Lewis L. and Ruth MacDonald Shoptaw Endowed Academic Scholarship at The University of Texas at Tyler.

Income earned from the endowment will be used to award scholarships to students in the Department of Health and Physical Education.

31. U. T. Tyler: Approval to Accept Gift from Mr. and Mrs. John E. White, Jr., Tyler, Texas, and Corporate Matching Funds from Arco Foundation, Los Angeles, California, and to Establish the Jack and Dorothy Fay White Endowed Presidential Scholarship IV.--Approval was given to accept a \$12,500 gift from Mr. and Mrs. John E. White, Jr., Tyler, Texas, and \$12,500 in corporate matching funds from the Arco Foundation, Los Angeles, California, for a total of \$25,000 and to establish the Jack and Dorothy Fay White Endowed Presidential Scholarship IV at The University of Texas at Tyler.

Income earned from the endowment will be used to provide an annual scholarship to students who are in need of financial assistance in order to attend U. T. Tyler.

32. U. T. Southwestern Medical Center - Dallas: Acceptance of Bequest from the Estate of Mrs. Helen Thomas Brown, Dallas, Texas.--The Land and Investment Committee recommended and the Board accepted a \$300,000 specific bequest from the Estate of Mrs. Helen Thomas Brown, Dallas, Texas, to be used for research and the study of aging and gerontology at The University of Texas Southwestern Medical Center at Dallas.

33. U. T. Medical Branch - Galveston: Approval to Redesignate the Bill and Louise Bauer Chair in Cancer Research as the Bill and Louise Bauer Distinguished Chair in Cancer Research.--The Board redesignated the Bill and Louise Bauer Chair in Cancer Research at The University of Texas Medical Branch at Galveston as the Bill and Louise Bauer Distinguished Chair in Cancer Research.

This redesignation was made to reflect more accurately the value of this endowment.

34. U. T. Medical Branch - Galveston: Approval to Accept Grant from Houston Endowment Inc., Houston, Texas, and Challenge Grant from the National Endowment for the Humanities, Washington, D. C., and to Establish the Jesse H. Jones Research Endowment in Medical Humanities.--The Board accepted a \$1,500,000 grant, payable in three annual installments of \$500,000 in 1990, 1991 and 1992, from Houston Endowment Inc., Houston, Texas, and a \$500,000 challenge grant from the National Endowment for the Humanities, Washington, D. C., for a total of \$2,000,000 and established the Jesse H. Jones Research Endowment in Medical Humanities at The University of Texas Medical Branch at Galveston.

Income earned from the endowment will be used to support medical humanities research at the U. T. Medical Humanities Institute - Galveston.

35. U. T. Medical Branch - Galveston: Acceptance of Gift from The Sealy & Smith Foundation for the John Sealy Hospital, Galveston, Texas, and a Transfer of Institutional Funds for Addition to The John Sealy Memorial Endowment Fund for Biomedical Research.--Upon recommendation of the Land and Investment Committee, the Board accepted a \$5,000,000 gift from The Sealy & Smith Foundation for the John Sealy Hospital, Galveston, Texas, for addition to Biomedical Fund - Part A, and a \$5,000,000 transfer of institutional funds for addition to Biomedical Fund - Part B, for a total of \$10,000,000 for addition to The John Sealy Memorial Endowment Fund for Biomedical Research at The University of Texas Medical Branch at Galveston. The additional funding brings the endowment to a total of \$40,000,000.

This transfer of U. T. Medical Branch - Galveston institutional funds is authorized by a Rider in the current Appropriations Bill.

Distributions from the Fund, as outlined in the previously established Endowment Agreement, will be used to support biomedical research, defined as "all investigative endeavors into the biological and physical systems that relate to the understanding, prevention, and treatment of human diseases and trauma."

36. U. T. Medical Branch - Galveston: Acceptance of Gift from The Sealy & Smith Foundation for the John Sealy Hospital, Galveston, Texas, and Establishment of The Rebecca Sealy Centennial Chair in the School of Nursing; The John Sealy Centennial Chair in the Department of Radiation Therapy; The John Sealy Centennial Chair in Cardiology in the Department of Medicine; The John Sealy Centennial Chair in Rehabilitation Sciences; and The John Sealy Centennial Chair in Neonatology.--Approval was given to accept a \$2,500,000 gift from The Sealy & Smith Foundation for the John Sealy Hospital, Galveston, Texas, and to establish the following five chairs, each endowed at \$500,000, at The University of Texas Medical Branch at Galveston:

- a. The Rebecca Sealy Centennial Chair in the School of Nursing
- b. The John Sealy Centennial Chair in the Department of Radiation Therapy
- c. The John Sealy Centennial Chair in Cardiology in the Department of Medicine
- d. The John Sealy Centennial Chair in Rehabilitation Sciences
- e. The John Sealy Centennial Chair in Neonatology.

Income earned from the endowments will be used to support the Chairs.

37. U. T. Medical Branch - Galveston: Acceptance of Gifts from Edgar B. Smith, M.D., Galveston, Texas, and Various Donors and Establishment of the Edgar B. Smith, M.D. Endowment Fund.--The Land and Investment Committee recommended and the Board accepted a \$37,500 gift from Edgar B. Smith, M.D., Galveston, Texas, and \$1,692.93 in interest income and gifts from various donors for a total of \$39,192.93 and established the Edgar B. Smith, M.D. Endowment Fund at The University of Texas Medical Branch at Galveston.

Income earned from the endowment will be used at the discretion of the Chairman of the Department of Dermatology at the U. T. Medical Branch - Galveston to support the Department.

38. U. T. Medical Branch - Galveston: Authorization to Accept Transfer of Endowment Income and to Redesignate The Robert A. Welch Chair in Chemistry as The Robert A. Welch Distinguished Chair in Chemistry.--Authorization was granted to accept a \$350,000 transfer of endowment income for reinvestment in The Robert A. Welch Chair in Chemistry at The University of Texas Medical Branch at Galveston and to redesignate the Chair as The Robert A. Welch Distinguished Chair in Chemistry.

See Page 133 related to an initial appointment to this Chair.

39. U. T. Health Science Center - San Antonio: Approval to Accept Transfer of Funds and to Establish the Malcolm Jones Professorship in Radiology.--The Board, upon recommendation of the Land and Investment Committee, accepted a \$100,000 transfer of MSRDP funds and established the Malcolm Jones Professorship in Radiology at The University of Texas Health Science Center at San Antonio.

Income earned from the endowment will be used to support the Professorship.

40. U. T. Health Science Center - San Antonio: Acceptance of Transfer of Funds and Establishment of an Endowed Professorship in Urology.--Upon recommendation of the Land and Investment Committee, the Board accepted a \$250,000 transfer of MSRDP funds and established an Endowed Professorship in Urology at The University of Texas Health Science Center at San Antonio. A specific name for this endowment will be submitted at a later date.

Income earned from this endowment will be used to support the Professorship.

41. U. T. M.D. Anderson Cancer Center: Acceptance of Bequest from the Estate of Sylvia Bloomfield, Houston, Texas, and Establishment of the Sylvia Bloomfield and Ruth Herzog Memorial Fund.--The Land and Investment Committee recommended and the Board accepted a \$100,000 specific bequest from the Estate of Sylvia Bloomfield, Houston, Texas, and established the Sylvia Bloomfield and Ruth Herzog Memorial Fund at The University of Texas M.D. Anderson Cancer Center.

Income earned from the endowment will be used for the care of infants and children confined to the U. T. M.D. Anderson Hospital.

42. U. T. M.D. Anderson Cancer Center: Approval to Accept Bequest from the Estate of Margaret Batts Tobin, San Antonio, Texas, for Unrestricted Use.--Approval was given to accept a \$50,000 specific bequest from the Estate of Margaret Batts Tobin, San Antonio, Texas, for unrestricted purposes at The University of Texas M.D. Anderson Cancer Center.

43. U. T. Health Center - Tyler: Acceptance of Gifts from Various Donors for Addition to the Dr. John Chapman Visiting Professorship; Redesignation of Professorship as the John Chapman Endowed Professorship in Microbiology; and Eligibility for Matching Funds Under the Texas Eminent Scholars Program.--The Board accepted \$50,000 in gifts from various donors for addition to the Dr. John Chapman Visiting Professorship at The University of Texas Health Center at Tyler, and the Professorship was redesignated as the John Chapman Endowed Professorship in Microbiology.

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.

44. U. T. Health Center - Tyler: Authorization to Accept Gifts from Mr. Isadore Roosth and Mr. Norman Shtofman, Both of Tyler, Texas, and to Establish The Director's Associates Endowment.--Authorization was granted to accept a \$5,000 gift from Mr. Isadore Roosth, Tyler, Texas, and a \$5,000 gift from Mr. Norman Shtofman, Tyler, Texas, for a total of \$10,000 and to establish The Director's Associates Endowment at The University of Texas Health Center at Tyler.

Income earned from the endowment will be used at the discretion of the Director.

45. U. T. Health Center - Tyler: Acceptance of Distribution from the Estate of Elizabeth S. Gugenheim, Tyler, Texas, and Establishment of The Elizabeth S. Gugenheim Nursing Scholarship Endowment.--Upon recommendation of the Land and Investment Committee, the Board accepted a \$10,000 distribution from Mr. Phil Hurwitz, the co-executor of the Estate of Elizabeth S. Gugenheim, Tyler, Texas, and established The Elizabeth S. Gugenheim Nursing Scholarship Endowment at The University of Texas Health Center at Tyler.

Ninety percent of the income earned from the endowment will be used to award scholarships in accordance with the Scholarship guidelines. The remaining ten percent of the income earned will be reinvested in the endowment corpus.

46. U. T. Health Center - Tyler: Acceptance of Gifts from Mr. and Mrs. C. H. Robinson and Mrs. Lola Machen, Both of Gilmer, Texas, and Establishment of The Gladys and C. H. Robinson Medical Resident Endowment.--The Board accepted a \$9,000 gift from Mr. and Mrs. C. H. Robinson, Gilmer, Texas, and a \$5,000 gift from Mrs. Lola Machen, Gilmer, Texas, for a total of \$14,000 and established The Gladys and C. H. Robinson Medical Resident Endowment at The University of Texas Health Center at Tyler.

Ninety percent of the income earned from the endowment will be used for an annual award to an outstanding medical school graduate who has chosen to become a medical resident at the U. T. Health Center - Tyler and to provide, at the discretion of the Director of Medical Education, special supplies and materials which will support the education of the medical residents. The remaining ten percent of earned income will be reinvested in the endowment corpus.

RECONVENE.--At 10:40 a.m., the Board reconvened as a committee of the whole to consider those items remaining on the agenda.

OTHER MATTERS (INFORMATIONAL ITEMS)

1. U. T. System - Student and Faculty Advisory Groups: Progress Report.--Chancellor Mark, at the request of Chairman Beecherl, reported that the newly formed University of Texas System Student Advisory Group held its first meeting on February 16, 1990. The major purpose of that meeting was to organize and elect officers. Ms. Blair Taylor (The University of Texas Health Science Center at San Antonio) was elected Chair, Mr. Chris Bell (The University of Texas at Austin) Vice-Chair, and Mr. Robert Coghlan (The University of Texas Medical Branch at Galveston) Secretary. A complete membership list, by component institution, is set out on Pages 238 - 241 and a similar listing, by committee assignment, is set out on Pages 242 - 243. These committees are developing specific proposals for possible presentation to the U. T. Board of Regents. Communications have been facilitated through electronic mail capabilities on each of the campuses. The second meeting of the entire Student Advisory Group was held on March 30-31, 1990.

Chancellor Mark introduced Ms. Blair Taylor who presented a progress report on the organization of the Student Advisory Group. Ms. Taylor commended the Board on the creation of the Student Advisory Group and encouraged the members of the Board to participate in the round table discussions with the students.

Ms. Taylor distributed materials related to the (a) membership of the various Student Advisory Group Committees, (b) Committee responsibilities, and (c) Minutes of the meeting held on February 16, 1990. A copy of these documents is on file in the Office of the Board of Regents. She further reviewed in detail the responsibilities of the Health Insurance, Minority Affairs, Housing, Academic Affairs, Student Services Fee and Tuition, and Student Rights Committees.

Following Ms. Taylor's presentation, Regent Loeffler commended her on the report and encouraged the other members of the Board to participate in the Student Advisory Group meetings as time permits.

Ms. Taylor then introduced Mr. Jack Johnston, Chair of the Student Rights Committee. Mr. Johnston presented a comprehensive overview of the goals and objectives of this Committee. He stated that the Student Rights Committee was the first Committee formed by the Student Advisory Group and decided to address the issues from a philosophical standpoint. Some specific topics for discussion are: (a) proportional representation of students on select committees at individual components, (b) classroom rights -- testing and final exams, (c) policies and procedures on disciplinary matters, (d) adequate financial and academic counseling, and (e) right to adequate preparation time for final exams.

Mr. Johnston stated that a survey of the U. T. System component institutions reflects no consistent policy regarding the issue of adequate preparation time for students before final exams. He noted that a final exam policy would accomplish the following:

- a. Students would have increased time to prepare for final exams
- b. Assignments due week before final exams would free students of work the week of final exams
- c. Amount of stress and anxiety related to finals would be decreased.

In summary, Mr. Johnston stated that The University of Texas System Student Advisory Group recommends that the U. T. Board of Regents urge the Chancellor to contact each component institution and encourage an institutional review of final exam policies prior to August 1990. The Student Advisory Group further expressed its desire that the Chancellor facilitate the implementation of component final examination policies effective with the Fall Semester 1990.

Vice-Chairman Barshop congratulated Mr. Johnston on the thoroughness of his study.

Regent Blanton commended Ms. Taylor and Mr. Johnston on their superb presentations and noted that the Student Advisory Group will add a lot to the System. He emphasized that the final exam issue is a situation which should be left up to each institution. He pointed out that it is important to get it on the table, but this is one of those matters which should be handled by the component administrations since the Board is not particularly equipped to deal with the variety of issues and schedules that are peculiar to each campus.

Chancellor Mark commented that this is a complex problem, and it would best be addressed by the component presidents, appropriate students, and faculty groups working together to arrive at the best approach for each campus.

Chancellor Mark reported that The University of Texas System Faculty Advisory Group has also been formed. Faculty members from each of the U. T. System component institutions have been appointed. A complete membership list, by component institution, is set forth on Pages 244 - 249. The first meeting of the Faculty Advisory Group is scheduled for April 18, 1990.

THE UNIVERSITY OF TEXAS SYSTEM
Student Advisory Group

The University of Texas at Arlington:

Mr. Roebie Protacio (President, Student Congress)
1511 Chapman Street
Cedar Hill, Texas 75104
PHONE: (817) 291-9085

Mr. Warren Norred (Vice President, Student Congress)
1210 Mohawk Drive
Arlington, Texas 76012
PHONE: (817) 265-3788

Ms. Froswa Booker
P. O. Box 191750
Arlington, Texas 76019
PHONE: (817) 869-2904

The University of Texas at Austin:

Jerry Haddican
President, Students' Association
U.T. Austin
UNB 4.310, CAMPUS MAIL
PHONE: 471-3166

Chris Bell
Vice President, Students' Association
U.T. Austin
UNB 4.310, CAMPUS MAIL
PHONE: 471-3166

Mark Soucek
Dept. of Chemistry
U.T. Austin
PHONE: 471-3949
Home: 473-4105

The University of Texas at Dallas:

Ms. Debbie Miller
8126 Green Hollow Lane
Dallas, Texas 75240
PHONE: (214) 690-2284

Mr. James L. Elson
15775 N. Hillcrest #508-434
Dallas, Texas 75248
PHONE: (214) 504-6270
or 690-2284

Ms. Pamela Stallworth
15221 Preston Road #2026
Dallas, Texas 75248

Student Advisory Group
Page Three

The University of Texas at San Antonio:

Mr. Federico Casso
Chisholm Hall, Box 45
The University of Texas at San Antonio
6960 North Loop 1604
San Antonio, Texas 78249

Ms. Christina Matthews
1830 Bandera Road, Apt. 513
San Antonio, Texas 78228

PHONE: (512) 691-4727

The University of Texas at Tyler:

Ms. Sirena Brown (President, Student Association)
716 S. Donnebrook
Tyler, Texas 75701

PHONE: (214) 595-2427

Mr. Stan Gunn
325 Raintree, Apt. #8
Tyler, Texas 75703

PHONE: (214) 581-4648

The University of Texas Southwestern Medical Center at Dallas:

Mr. Mark Yanta (President of Senior Class)
6720 Woodland
Dallas, Texas 75225

PHONE: (214) 987-0814

Ms. Malu Tansey (President of Graduate Student Organization)
2501 Webb Chapel Extension, #1303
Dallas, Texas 75220

PHONE: (214) 350-7636

Mr. Dennis P. Wier
1606 Rose Street
Irving, Texas 75061

PHONE: (214) 438-1864

The University of Texas Medical Branch at Galveston:

Mr. Gustavo Martell
606 University
Galveston, Texas 77550

PHONE: (409) 761-1996

Mr. Robert Coghlan
Morgan Hall, #216
The University of Texas Medical Branch
Galveston, Texas 77550

PHONE: (409) 762-8532

Mr. David Scott
302 Market #3
Galveston, Texas 77550

PHONE: (409) 761-2040
or 761-3327

Student Advisory Group
Page Four

The University of Texas Health Science Center at Houston:

Ms. Sherri-Lynne Almeida (School of Nursing)
7900 Cambridge, #21-1F
Houston, Texas 77054 PHONE: (713) 247-3688

Ms. Michelle Bowman (Medical School)
7589A Cambridge
Houston, Texas 77054 PHONE: (713) 795-5267

Mr. Richard Hajek (Graduate School of Biomedical Sciences)
16619 Quail Park
Missouri City, Texas 77489 PHONE: (713) 792-3291

The University of Texas Health Science Center at San Antonio:

Ms. Diane S. Day (School of Allied Health)
8802 Cinnamon Creek, #1624
San Antonio, Texas 78240 PHONE: (512) 567-3232

Mr. Tim E. Gardner (Dental School)
5554 Merkens
San Antonio, Texas 78240 PHONE: (512) 647-0846

Ms. Blair E. Taylor (Graduate School of Biomedical Sciences)
6731 Hickory Springs
San Antonio, Texas 78249 PHONE: (512) 567-4200
Home: (512) 641-2110

THE UNIVERSITY OF TEXAS SYSTEM

Student Advisory Group

Committees

EXECUTIVE COMMITTEE

Blair Elizabeth Taylor-UT Health Science Center San Antonio-CHAIR
Chris Bell-UT Austin-VICE-CHAIR
Robert Coghlan-UT Medical Branch Galveston-SECRETARY

ACADEMIC AFFAIRS

Mark Soucek-UT Austin-CHAIR
Victor M. Macias-UT El Paso
Blair Elizabeth Taylor-UT Health Science San Antonio
Christina Matthews-UT San Antonio
Sirena Brown-UT Tyler
Stan Gunn-UT Tyler

HEALTH INSURANCE COMMITTEE

Warren Norred-UT Arlington-CHAIR
Diane Day-UT Health Science Center San Antonio
David Scott-UT Medical Branch Galveston
Sirena Brown-UT Tyler
Beatrice Navarette-UT El Paso
Jack Johnston-UT El Paso
Malu Tansey (Sancy Leachman-acting rep.)-UT Southwestern Medical Center Dallas
Michelle Bowman-UT Health Science Center Houston
Mark J. Yanta-UT Southwestern Medical Center Dallas

HOUSING COMMITTEE

Froswa Booker-UT Arlington
James Elson-UT Dallas
Gloria Clemons-UT Permian Basin

MINORITY AFFAIRS COMMITTEE

Pamela Stallworth-UT Dallas-CHAIR
Richard Hajek-UT Health Science Center Houston
Froswa Booker-UT Arlington
Gloria Clemons-UT Permian Basin
Chris Bell-UT Austin
Victor M. Macias-UT El Paso
Beatrice Navarette-UT El Paso
Sherril-Lynne Almeida-UT Health Science Center Houston

Student Advisory Group Committees
Page 2

STUDENT RIGHTS COMMITTEE

Jack Johnston-UT El Paso-CHAIR
Christina Matthews-UT San Antonio
James Elson-UT Dallas
Tim Gardner-UT Health Science Center San Antonio
Cindy Almaquer-UT Pan American
John Dupree-UT Pan American
David Scott-UT Medical Branch Galveston
Jerry Haddican-UT Austin
Gustavo Martell-UT Medical Branch Galveston
Sirena Brown-UT Tyler

STUDENT SERVICES FEE AND TUITION COMMITTEE

Debbie Miller-UT Dallas-CHAIR
Stan Gunn-UT Tyler
Robert Coghlan-UT Medical Branch Galveston
Roebie Protacio-UT Arlington
Dennis Wier-UT Southwestern Medical Center Dallas
John Dupree-UT Pan American
Cindy Almaquer-UT Pan American
Danny Armstrong-UT Permian Basin

U. T. System Faculty Advisory Group

U. T. Arlington

Dr. Mark Dunn
Department of Accounting
The University of Texas at Arlington
P. O. Box 19468
Arlington, Texas 76019
Professor of Accounting
(Phone: 817/273-3481)

Prof. Rosalyn Tolbert
School of Nursing
The University of Texas at Arlington
P. O. Box 19407
Arlington, Texas 76019
(Phone: 817-273-2776)

U. T. Austin

Dr. Wayne E. Danielson
The University of Texas at Austin
CMA 7.214 B CAMPUS MAIL
Chairman, Faculty Senate
Prof., Journalism
(Phone: 512/471-1996)

Dr. William L. Hays
The University of Texas at Austin
EDB 504 CAMPUS MAIL
Chairman, Graduate Assembly
Prof., Ed. Psychology
(Phone: 512/471-4155)

U. T. Dallas

Dr. Richard A. Caldwell
Chemistry Department - BE 26
The University of Texas at Dallas
P. O. Box 830688
Richardson, Texas 75083-0688
Professor of Chemistry
(Phone: 214/690-2906)

Dr. Richard Harrison
School of Management - JO 51
The University of Texas at Dallas
P. O. Box 830688
Richardson, Texas 75083-0688
Assistant Professor, Management
(Phone: 214/690-2569)

U. T. El Paso

Dr. Carl E. Hall
6313 Snowheights
El Paso, Texas 79912

Chairman, Faculty Senate
Associate Prof., Mathematics
(Phone: 915/747-5761)

Dr. Roberto E. Villareal
6204 Monarch
El Paso, Texas 79912

Associate Professor and
Chairman, Political Science
(Phone: 915/747-5227)

U. T. Pan American

Dr. Jerry L. Polinard
Liberal Arts Bldg., Room 217
The University of Texas - Pan American
Edinburg, Texas 78539

Chair, Faculty Senate and
Prof., Political Science
(Phone: 512/381-3344)

Dr. Olga Ramirez
Southwick Hall, Room 120
The University of Texas - Pan American
Edinburg, Texas 78539

Assistant Prof., Math &
Computer Science
(Phone: 512/381-3631)

U. T. Pan American (Brownsville)

Dr William V. Wilkinson
The University of Texas -
Pan American (Brownsville)
1614 Ridgley Road
Brownsville, Texas 78520

President, Faculty Senate
Associate Professor, Dept. of
Arts and Sciences
(Phone: 512/982-0210)

U. T. Permian Basin

Dr. Alan E. Marks
The University of Texas
of the Permian Basin
Mesa Building 310
Odessa, Texas 79762

Associate Professor, Psychology
(Phone: 915/367-2220)

Dr. J. Tillapaugh
The University of Texas
of the Permian Basin
Mesa Building 351
Odessa, Texas 79762

Associate Professor, History
(Phone: 915/747-2151)

U. T. San Antonio

Dr. Daphne D. Sipes
The University of Texas at
San Antonio
4.01.48 HB
San Antonio, Texas 78285

Associate Professor, Div. of
Economics and Finance
(Phone: 512/691-5304)

Dr. Daniel O. Hogenauer
The University of Texas at
San Antonio
3.02.26 SB
San Antonio, Texas 78285

Associate Professor, Div. of
Engineering
(Phone: 512/691-5513)

U. T. Tyler

Dr. Stephen E. Daniels
The University of Texas at Tyler
3900 University Boulevard
Tyler, Texas 75701-6699

President, Faculty Senate and
Associate Prof., Education
(Phone: 214/566-7133)

Dr. Joyce Ballard
The University of Texas at Tyler
3900 University Boulevard
Tyler, Texas 75701-6699

President-elect, Faculty Senate and
Associate Prof., Health and Physical Ed.
(Phone: 214/566-7031)

U. T. Southwestern Medical Center - Dallas

Laura Snell
The University of Texas South-
western Medical Center - Dallas
5323 Harry Hines Boulevard
Dallas, Texas 75235

President, Faculty Senate
and Assistant
Prof., Family Practice &
Community Medicine
(Phone: 214/688-2134)

Rod Rohrich, M.D.
The University of Texas South-
western Medical Center - Dallas
5323 Harry Hines Boulevard
Dallas, Texas 75235

President-elect, Faculty Senate
Assistant Prof., Surgery
(Phone: 214/688-3119)

U. T. Medical Branch - Galveston

Dr. William J. Winslade
Institute for Medical Humanities
The University of Texas
Medical Branch - Galveston
Galveston, Texas 77551

Preventive Medicine and Community
Health; Psychiatry and Behavioral Sci.
(Phone: 409/761-2376)

Dr. Richard R. Rahr
The University of Texas
Medical Branch - Galveston
Galveston, Texas 77551

Chairman, Physician's Assistant Studies
Assoc. Prof., Internal Medicine
(Phone: 409/761-3046)

U. T. Health Science Center - Houston

Dr. Stephen H. Linder
School of Public Health
The University of Texas
Health Science Center - Houston
P. O. Box 20186
Houston, Texas 77225

Assoc. Prof., Management and
Policy Sciences
(Phone: 713/792-4664)

Dr. Allan Abedor
School of Allied Health Sciences
The University of Texas
Health Science Center - Houston
P. O. Box 20708
Houston, Texas 77225

Prof. and Program Director
Biomedical Communications
(Phone: 713/792-4466)

U. T. Health Science Center - San Antonio

Phyllis N. Goins, EDD, RN
The University of Texas
Health Science Center - San Antonio
7703 Floyd Curl Drive
San Antonio, Texas 78284

Assoc. Prof., School of Nursing
(Phone: 512/567-5846)

C. Nan Clare, M.D.
The University of Texas
Health Science Center - San Antonio
7703 Floyd Curl Drive
San Antonio, Texas 78284

Assoc. Prof., Dept. of Pathology
(Phone: 512/567-4000 [4968])

U. T. M.D. Anderson Cancer Center

Andrew C. von Eschenbach, M.D.
The University of Texas
C 09.106 Box 110
M.D. Anderson Cancer Center
1515 Holcombe Boulevard
Houston, Texas 77030

Chairman of Executive Committee
of the Medical Staff
Urology
(Phone: 713/792-3250)

Dr. Stuart O. Zimmerman
The University of Texas
M.D. Anderson Cancer Center
HMB 13.320 Box 237
1515 Holcombe Boulevard
Houston, Texas 77030

Chairman of Executive Committee
of the Science Faculty
Biomathematics
(Phone: 713/792-2611)

U. T. Health Center - Tyler

Dr. J. Robert Shepherd
The University of Texas
Health Center - Tyler
P. O. Box 2003
Tyler, Texas 75710

Chairman and Associate Professor
Radiology and Nuclear Medicine
(Phone: 214/877-7108)

Dr. Michael K. Pangburn
The University of Texas
Health Center - Tyler
P. O. Box 2003
Tyler, Texas 75710

Professor, Biochemistry
(Phone: 214/877-7663)

2. U. T. System: Status Report on Development of a Strategic Plan.--Chancellor Mark reported that the U. T. System Administration is currently engaged in the development of a strategic plan for The University of Texas System. The U. T. System Strategic Plan will build upon the component institutions strategic planning processes and individual component long-range plans developed following U. T. Board of Regents' Planning Goals and Principles adopted in February 1982 which are updated every two years in conjunction with the biennial budget process. The Fall 1989 U. T. System component institution strategic plans provide much of the information base for the development of this Plan.

The U. T. System Strategic Plan will focus upon the actions to be taken in the next two or three biennia and the impact of those actions over the next twenty or thirty years. Broad areas being addressed are the following:

- a. Quality of Existing Programs
- b. The Need for New Programs and Services
- c. New Demands on the Health Care System
- d. Development of Human Resources
- e. Managing Physical and Financial Assets
- f. Financing Programs and Activities.

Chief Administrative Officers of U. T. System component institutions will be asked to join the U. T. System Senior Staff sometime in early May to discuss and amend a working draft. A final draft of the U. T. System Strategic Plan should be ready for review by the U. T. Board of Regents at the August meeting.

3. U. T. System: Circulation of Revised Institutional Role and Scope Tables of Programs for Review Prior to Submission to the Texas Higher Education Coordinating Board.--As Executive Vice Chancellor Duncan reported to the U. T. Board of Regents at the February 1990 meeting, Senate Bill 456 passed by the 71st Legislature requires the Texas Higher Education Coordinating Board to review institutional Role and Scope Tables of Programs at least every four years with involvement by the chairperson of the institution's Board of Regents. Accordingly, the Role and Scope Table of Programs for each component institution of The University of Texas System has been revised to reflect changes made since the tables were last approved by the Coordinating Board. Copies of the revised tables, including the narrative mission statements, are set out in congressional style on Pages 252 - 286.

The Table of Programs for U. T. Pan American (Brownsville) is included although it has not yet received initial approval by the Coordinating Board. This table was approved by the U. T. Board of Regents at the December 1989 meeting and is expected to be considered for initial approval at the April 1990 meeting of the Coordinating Board. The tables for U. T. Dallas and U. T. Pan American technically do not require review at this time since they have been approved within the past four years.

However, these tables will be resubmitted to the Coordinating Board at this time so that subsequent four-year reviews will occur simultaneously for all U. T. System component institutions.

Pending a final review for accuracy by the institutional chief executive officers and a general review by members of the U. T. Board of Regents, the U. T. System Administration and Chairman Beecherl anticipate transmitting the revised tables and mission statements to the Coordinating Board staff for consideration by the Coordinating Board at its July 1990 meeting. Thus, in accordance with Chairman Beecherl's previous instructions, comments or questions regarding the tables and mission statements should be addressed to Chairman Beecherl or to the respective Executive Vice Chancellor so that transmittal to the Coordinating Board may occur in a timely fashion.

Since only minor editorial changes, technical updates to conform with the federal classification system, or additional programs that have already been approved by both the U. T. Board of Regents and the Coordinating Board are involved, the Coordinating Board review process does not require agenda action by the U. T. Board of Regents.

INSTITUTION:
The University of Texas-Arlington DATE: July 1990 [1985]

PUBLIC SENIOR COLLEGES AND UNIVERSITIES
 TABLE OF PROGRAMS

	Assoc. Cert.	Bacc.	Mast.	Doct.	Special Prof.
Agriculture (01, 02, & 03)					
Arch & Environ Design (04)		1	1		
Area & Ethnic Studies (05)		2 _A	2 _A		
Business (06, 07, & 08)		1	1	3 _B	
Communications (09 & 10)		1	2	*	
Computer and Information Scis (11)		2	1	1	
Education (13)		1**	1[*]		
Engineering (14)		1	1	1	
Engineering Related Techs (15)					
Foreign Languages (16)		3 _C	3 _C	*	
Allied Health (17)		3 _D	2 _E		
Health Sciences (18)		3 _F	3 _F	*	
Home Economics (19 & 20)					
Law (22)		3 _G			
Letters (23)		1	1	*	
Liberal/General Studies (24)		1	2		
Library & Archival Sciences (25)					
Life Sciences (26)		1	1	*	
Mathematics (27)		1	1	1	
Multi/Interdisc Studies (30)		2 _H	3 _H	3 _I	
Parks & Recreation (31)					
Philosophy (38)		1	2		
Physical Sciences (40 & 41)		1	1	1	
Psychology (42)		1	1	3 _J	
Protective Services (43)		1	1		
Public Affairs (44)		1	1	3 _K	
Social Sciences (45)		1	1	*	
Trade & Indust (46, 47, 48 & 49)					
Visual Performing Arts (50)		1	*		

July 1990 [1985]

THE UNIVERSITY OF TEXAS AT ARLINGTON

Table of Programs: Footnotes

- A: Limited to programs which consist primarily of courses drawn from other, previously approved programs
- B: Business Administration and Management[;-General]
- C: Russian, German, French, and Spanish
- D: Medical Technology
- E: Exercise Physiology
- F: Nursing
- G: Paralegal Studies
- H: Combinations of previously approved programs
- I: Combinations of previously approved programs;[and] Humanities--[with-emphases-in]Language, Humanities--Literature, and Humanities--Cultural Perspectives, all offered jointly with U. T. Dallas
- J: General Experimental Psychology only
- K: Urban Affairs and Social Work
- *: The institution's governing board has recognized that some degree programs in this discipline category are appropriate to consider in future planning at the institutional level. If a program proposal is submitted under this category, the Coordinating Board must approve both the proposal and a Role and Scope change.
- **: All undergraduate teacher education programs are being discontinued in accordance with Section 13.036 of the Texas Education Code, which provides that a person who applies after September 1, 1991, for a teaching certificate which requires a bachelor's degree must have a bachelor's degree with an academic major or an interdisciplinary academic major. Authorization for issuing education degrees prior to September 1, 1991, shall continue until that date.

The University of Texas at Arlington

Mission Description

The University of Texas at Arlington is the most comprehensive general academic component of The University of Texas System in North Texas. As a component institution of The University of Texas System, the University is committed to pursue high standards of achievement in instruction, student performance, research and scholarly accomplishment.

Within an environment of academic freedom, students learn from faculty scholars who have in-depth expertise in the arts, the sciences, and in the professions of engineering, business administration, architecture, nursing, social work and teacher education. The faculty engage in research and creative activity, both to develop and maintain their own scholarly expertise and to extend human knowledge. The results of that research and [are] creative work are made available to students in the classroom and to the general public through publication and public service activities.

At the core of the University curriculum are the arts and the sciences, those academic disciplines common to nearly all colleges and universities in the United States. Courses are offered in these disciplines to support a general liberal education at the baccalaureate level. In addition, degree programs through the doctoral level are offered in many discipline categories.

As a state-supported public institution, U. T. Arlington is open to all citizens of the State who meet the academic standards for admission. In addition, some students from outside the State are admitted. However, the majority of the students come from the geographic area commonly described as the Dallas-Fort Worth metropolitan area. Graduate and professional degree programs and associated course offerings beyond those in the Arts and Sciences core are selected primarily to meet[e] the needs and desires of the citizens of this region.

The mission of The University of Texas at Arlington as stated above is consistent with its role and scope as specified by the Texas Legislature, which in 1971 said:

"The Board is authorized to maintain, operate and administer The University of Texas at Arlington as a general academic institution of higher education offering a standard four-year undergraduate program. The Board shall have the authority to prescribe courses leading to such customary degrees as are offered at leading American universities and to award such degrees. It is the intent of the legislature that such shall include baccalaureate, master's and doctoral degrees and their equivalents..."

July 1990

INSTITUTION: The University of Texas at Austin

DATE: [June-7,-1984]

PUBLIC SENIOR COLLEGES AND UNIVERSITIES
TABLE OF PROGRAMS

	Assoc. Cert.	Bacc.	Mast.	Doct.	Special Prof.
Agriculture (01, 02, & 03)					
Arch & Environ Design (04)		1	1	2	
Area & Ethnic Studies (05)		1	1	1	
Business (06, 07, & 08)		1	1	1	
Communications (09 & 10)		1	1	1	
Computer and Information Scis (11)		1	1	1	
Education (13)		1**	1	1	
Engineering (14)		1	1	1	
Engineering Related Techs (15)					
Foreign Languages (16)		1	1	1	
Allied Health (17)		3 _A			
Health Sciences (18)		3 _B	3 _B [E]	3 _C	3 _D
Home Economics (19 & 20)		1	1	1[2]	
Law (22)			1		1
Letters (23)		1	1	1	
Liberal/General Studies (24)		1	2		
Library & Archival Sciences (25)		2	1	1	
Life Sciences (26)		1	1	1	
Mathematics (27)		1	1	1	
Multi/Interdisc Studies (30)		1	1	1[2]	
Parks & Recreation (31)					
Philosophy (38)		1	1	1	
Physical Sciences (40 & 41) *		1	1	1	
Psychology (42)		1	1	1	
Protective Services (43)					
Public Affairs (44)		1	1	1	
Social Sciences (45)		1	1	1	
Trade & Indust (46, 47, 48 & 49)					
Visual Performing Arts (50)		1	1	1	

*: Music - Church Music (Bacc. program only) CIP Code 39.0501.00

July 1990 [6/7/84]

THE UNIVERSITY OF TEXAS AT AUSTIN

Table of Programs: Footnotes

- A: Medical Technology only
- B: Communication Sciences and Disorders, Pharmacy, and Nursing only
- C: Pharmacy and [;] Nursing, only
- D: Pharmacy only

**: All undergraduate teacher education programs are being discontinued in accordance with Section 13.036 of the Texas Education Code, which provides that a person who applies after September 1, 1991, for a teaching certificate which requires a bachelor's degree must have a bachelor's degree with an academic major or an interdisciplinary academic major. Authorization for issuing education degrees prior to September 1, 1991, shall continue until that date.

The University of Texas at Austin

Mission Description

The University of Texas at Austin is a general academic component of The University of Texas System. As a component institution of The University of Texas System, the University is committed to pursue high standards of achievement in instruction, student performance, research, and scholarly accomplishment.

The Mission of The University of Texas at Austin is:

- To promote the development of the human resources of Texas and the Nation to their highest potential of intellectual achievement and personal growth;
- To provide excellent teaching for the education of qualified and promising undergraduates and graduates of diverse social, economic, and ethnic background;
- To conduct research designed to develop and to extend human knowledge;
- To advance the arts and to preserve culture;
- To cultivate in the minds of the students the ethical and moral values that are the basis of a humane social order;
- To maintain intellectual freedom, to protect it from those who seek to shackle independent thought, and to guard against unquestioning conformity to established intellectual doctrine;
- To provide superior libraries that will serve as centers of scholarly research and as learning resources for students, faculty members, and the people of Texas;
- To render service to the public through museums, exhibitions, performing arts, and other cultural activities; through applied research; through dissemination of information; and through athletic activities;
- To provide continuing and advanced education for professional development and intellectual enrichment; and
- To serve as the leader of higher education in Texas and to develop further a superior system of higher education, as well as to sustain and strengthen the quality of primary and secondary school education throughout the State.

INSTITUTION: The University of Texas-Dallas

July 1990

DATE: [~~December-15,-1989~~]

PUBLIC SENIOR COLLEGES AND UNIVERSITIES
TABLE OF PROGRAMS

	Assoc. Cert.	Bacc.	Mast.	Doct.	Special Prof.
Agriculture (01, 02, & 03)					
Arch & Environ Design (04)					
Area & Ethnic Studies (05)		3 _A			
Business (06, 07, & 08)	1	1	1	1	
Communications (09 & 10)	*	*			
Computer and Information Scis (11)	1	1	1	1	
Education (13)			3 _B	*	
Engineering (14)		3 _C	3 _C	3 _C	
Engineering Related Techs (15)					
Foreign Languages (16)		2			
Allied Health (17)	2 _D				
Health Sciences (18)	3 _E		3 _E	3 _E	
Home Economics (19 & 20)					
Law (22)					
Letters (23)	1	2	*		
Liberal/General Studies (24)	1	2			
Library & Archival Sciences (25)					
Life Sciences (26)	1	1	1	1	
Mathematics (27)	1	1	1	1	
Multi/Interdisc Studies (30)	3 _F	3 _G	3 _H		
Parks & Recreation (31)					
Philosophy (38)	1	2			
Physical Sciences (40 & 41)	1	1	1	1	
Psychology (42)	1	3 _I	*		
Protective Services (43)					
Public Affairs (44)	3 _J	3 _K	3 _L		
Social Sciences (45)	1	2	*		
Trade & Indust (46, 47, 48 & 49)					
Visual Performing Arts (50)	3 _M	*			

July 1990

THE UNIVERSITY OF TEXAS AT DALLAS

Table of Programs: Footnotes

- A: American Studies
- B: Science Education, Mathematics Education, and Humanities
- C: Electrical Engineering (Microelectronics and Telecommunications, only) and Engineering Science (electronic mechanisms design; and electronics manufacturing systems, only)
- D: Programs for the diagnosis and remediation of handicapped children related to the Callier Center
- E: Speech/Language Pathology & Audiology, B.S.; Communication Disorders, M.S.; Human Development & Communications Sciences (including Neurosciences), Ph.D.; and other programs for the diagnosis and remediation of handicapped children and related to the Callier Center
- F: Arts and Humanities, and combinations of previously approved programs
- G: Humanities (Aesthetic Studies, History of Ideas, and Studies in Literature), Human Development, Applied Cognition and Neuroscience, Interdisciplinary Studies, and Science Education
- H: Humanities (Aesthetic Studies, History of Ideas, and Studies in Literature)
- I: Human Development and Early Childhood Disorders and other Cognitive (42.03), Developmental (42.07), and Experimental (42.08) Psychology, only
- J: Public Administration
- L: Political Economy
- M: Art and Performance

- *: The institution's governing board has recognized that some degree programs in this discipline category are appropriate to consider in future planning at the institutional level. If a program proposal is submitted under this category, the Coordinating Board must approve both the proposal and a Role and Scope change.

The University of Texas at Dallas

Mission Description

The University of Texas at Dallas, defined by state law as a "general academic institution" of The University of Texas System, is committed to pursue high standards of achievement in instruction, student performance, research, and scholarship.

U. T. Dallas believes the purpose of any university is the advancement of knowledge and the education of its students and recognizes that the quality of a university is measured by how well it accomplishes these purposes. To those ends, U. T. Dallas is committed to excellence in the conduct of research and instruction. In addition, the University's destiny is inextricably linked with the fortune of the Dallas metropolitan area. The University believes a partnership with the knowledge-based businesses and industries of this area will enhance the University's opportunity to become the first-class institution it aspires to be.

The principal mission of The University of Texas at Dallas is to be responsive to the educational and research needs of the nation as exemplified by the technologically-sophisticated and managerially-intensive economy of the Dallas metropolitan area. A unique portion of the mission of U. T. Dallas, which is met through the Callier Center for Communication Disorders, is the provision of clinical services, educational services, cultural and social activities, and the conduct of research to serve the needs of those with communication disorders.

To support the social, cultural, and economic development of the Dallas region, U. T. Dallas has defined its principal mission, designed its programs, and assembled its faculty with an aim toward the conduct of graduate education and research to meet the needs of business, industry, and government, as well as to continue to enhance its national academic reputation by the placement of some of its doctoral graduates at major universities.

At the undergraduate level, U. T. Dallas emphasizes the admission of lower division students who intend to enroll in academic programs leading to degrees in natural sciences, mathematics, or engineering. At the upper division, U. T. Dallas emphasizes serving those students who have received freshman-level and sophomore-level instruction at community colleges located in the Dallas metropolitan area.

U. T. Dallas is a doctoral-granting university with a strong research tradition which can be traced back to its origin as the Southwest Center for Advanced Studies. At the core of the U. T. Dallas curriculum, as shown in section I, Table of Programs, are the arts and the sciences, those academic disciplines common to most colleges and universities in the United States. Degree programs are offered in these disciplines to support a general liberal education, within an interdisciplinary context, at the baccalaureate level. Master's level courses and degree programs also are offered in many of these disciplines, and offerings at the doctoral level exist in three of the Arts and Sciences discipline categories.

Degree programs and course offerings beyond those in the Arts and Sciences core reflect the specific needs of employers and citizens in the Dallas region and the distinctive character of U. T. Dallas as a graduate research institution. U. T. Dallas currently offers baccalaureate and master's level programs and courses in eight professional or other disciplines (Business Administration, Engineering, Health Sciences, Public Affairs, Communication, Computer and Information Sciences, Multi/Interdisciplinary and Liberal/General Studies). In addition, baccalaureate level programs in Area/Ethnic Studies and master's level programs in Education are authorized. Doctoral level work in five professional discipline categories is offered at the present time with a sixth, Engineering, to be implemented during 1989-90.

INSTITUTION: The University of Texas at El Paso DATE: July 1990 [1985]

PUBLIC SENIOR COLLEGES AND UNIVERSITIES
TABLE OF PROGRAMS

	Assoc. Cert.	Bacc.	Mast.	Doct.	Special Prof.
Agriculture (01, 02, & 03)					
Arch & Environ Design (04)					
Area & Ethnic Studies (05)		3 _A	2 _A		
Business (06, 07, & 08)		1	1		
Communications (09 & 10)		1	1		
Computer and Information Scis (11)		1	1		
Education (13)		1**	1	*	
Engineering (14)		1	1		3 _B [*]
Engineering Related Techs (15)					
Foreign Languages (16)		3 _C [B]	3 _C [B]		
Allied Health (17)		3 _D [E]			
Health Sciences (18)		3 _E [B]	3 _F [E]		
Home Economics (19 & 20)					
Law (22)					
Letters (23)		1	1		
Liberal/General Studies (24)		2	2		
Library & Archival Sciences (25)					
Life Sciences (26)		1	1		
Mathematics (27)		1	1		
Multi/Interdisc Studies (30)		3 _G [2 _F]	3 _G [F]		
Parks & Recreation (31)					
Philosophy (38)		1	2		
Physical Sciences (40 & 41)		1	1		3 _H [G]
Psychology (42)		1	1	*	
Protective Services (43)		1			
Public Affairs (44)		3 _I [H]	3 _J [I]		
Social Sciences (45)		1	1		
Trade & Indust (46, 47, 48 & 49)					
Visual Performing Arts (50)		1	1		

July 1990 [+985]

THE UNIVERSITY OF TEXAS AT EL PASO

Table of Programs: Footnotes

- A: [American-(05-0102);] Latin American (05.0107)[;] and Hispanic-American (05.0203) Studies
- B: Electrical Engineering
- C:[B+] French, German, and Spanish
- D:[C+] [Speech;-Hearing;-and-Language-Disorders;] Medical Technology
- E:[B+] Speech-Language Pathology, Nursing, Health Care Administration, Allied Health
- F:[E+] Speech-Language Pathology and Audiology, Nursing
- G:[F+] Combinations of previously approved programs
- H:[G+] Geological Sciences
- I:[H+] Social Work
- J:[I+] Public Administration

*: The institution's governing board has recognized that some degree programs in this discipline category are appropriate to consider in future planning at the institutional level. If a program proposal is submitted under this category, the Coordinating Board must approve both the proposal and a Role and Scope change.

**:All undergraduate teacher education programs are being discontinued in accordance with Section 13.036 of the Texas Education Code, which provides that a person who applies after September 1, 1991, for a teaching certificate which requires a bachelor's degree must have a bachelor's degree with an academic major or an interdisciplinary academic major. Authorization for issuing education degrees prior to September 1, 1991, shall continue until that date.

The University of Texas at El Paso

Mission Description

The University of Texas at El Paso is a general academic component of The University of Texas System. Established in 1913 as the Texas State School of Mines and Metallurgy, it became a part of The University of Texas System in 1919. Subsequently, it grew both in enrollment and programs until, in 1967, it adopted its current name to reflect the breadth and level of its academic programs. As a component institution of The University of Texas System, the University is committed to pursue high standards of achievement in instruction, student performance, research, and scholarly accomplishment.

Within an environment of academic freedom, students learn from faculty scholars who have demonstrated expertise in the arts and the sciences, as well as in the professions of business, education, engineering, allied health, and nursing. The faculty engage in research and creative activity, both to develop and maintain their own scholarship and to extend human knowledge. The results of that research and creativity are made available to students in the classroom and the laboratory, and to the general public through publication and public service activities.

At the core of the University curriculum are the arts and the sciences, those academic disciplines common to nearly all colleges and universities in the United States. Courses are offered in these disciplines to support a general liberal education at the baccalaureate level. In addition, the University currently offers degree programs through the master's level in many discipline categories and doctoral programming in electrical engineering and geological sciences.

As a state-supported public institution, the University is open to all citizens of the State and elsewhere who meet the academic standards for admission. While U. T. El Paso admits some students from outside the State, the majority come from the immediate geographic area in which the University is located. Degree programs and course offerings beyond those in the Arts and Sciences core are selected primarily to meet the needs and desires of the residents of this region.

INSTITUTION: U. T. Pan American

DATE: July 1990
{October-1988}

PUBLIC SENIOR COLLEGES AND UNIVERSITIES
TABLE OF PROGRAMS

	Assoc. Cert.	Bacc.	Mast.	Doct.	Special Prof.
Agriculture (01, 02, & 03)					
Arch & Environ Design (04)					
Area & Ethnic Studies (05)		3 _A	2 _A		
Business (06, 07, & 08)		1	1	2 _B	
Communications (09 & 10)		3 _C	3[2] _D		
Computer and Information Scis (11)		1			
Education (13)		1**	1	2 _B	
Engineering (14)		*			
Engineering Related Techs (15)		2 _G			
Foreign Languages (16)		3 _H	2 _I		
Allied Health (17)	2 _J	3 _K	3 _L		
Health Sciences (18)	3 _M	3 _N	3[2] _O		
Home Economics (19 & 20)	2 _P	3 _P			
Law (22)					
Letters (23)		1	1		
Liberal/General Studies (24)		1[2]			
Library & Archival Sciences (25)					
Life Sciences (26)		1	1		
Mathematics (27)		1	2 _R		
Multi/Interdisc Studies (30)		1[2] _S	3 _T		
Parks & Recreation (31)		3 _U			
Philosophy (38)		1			
Physical Sciences (40 & 41)		1			
Psychology (42)		1			
Protective Services (43)		1			
Public Affairs (44)		3 _W	3[2] _W		
Social Sciences (45)		1	3 _X		
Trade & Indust (46, 47, 48 & 49)					
Visual Performing Arts (50)		1	2 _Y		

July 1990
[October-1988]

THE UNIVERSITY OF TEXAS - PAN AMERICAN

Table of Programs: Footnotes

- A: American Studies, Hispanic-American Studies, Latin American Studies
B: International Business (6.0901)
C: Communications, General, and Journalism
D: Speech Communication[s;-General] (9.0101)
E: Educational Administration, General (13.0401)
G: Electrical and Electronic Technologies (15.03)
H: Spanish, French
I: Spanish (16.0905)
J: Physical Therapy Assistant
K: [Speech-and-Hearing;] Medical Technology, Rehabilitation Services, Physical Therapy (17.0407)
L: [Communication-Disorders;] Physical Therapy (17.0813), Rehabilitation Counseling (17.0407)
M: Nursing
N: Nursing, Speech and Hearing, Health Care Administration (18.0799) Medical Records Administration (18.0703)
O: Speech and Hearing, Communication Disorders, and Nursing (18.1101)
P: Dietetics
R: Mathematics, General (27.0101)
S: Baccalaureate Applied Arts & Sciences and combinations of previously approved programs
T: Interdisciplinary Studies
U: Recreational Administration
V: Psychology, General (42.0101)
W. Social Work, Public Administration
X: History, Sociology, Anthropology, Social Sciences, General
Y: Art, Theatre (50.0501)
- *: The institution's governing board has recognized that some degree programs in this discipline category are appropriate to consider in future planning at the institutional level. If a program proposal is submitted under this category, the Coordinating Board must approve both the proposal and a Role and Scope change.
- **:
All undergraduate teacher education programs are being discontinued in accordance with Section 13.036 of the Texas Education Code, which provides that a person who applies after September 1, 1991, for a teaching certificate which requires a bachelor's degree must have a bachelor's degree with an academic major or an interdisciplinary academic major. Authorization for issuing education degrees prior to September 1, 1991, shall continue until that date.

The University of Texas - Pan American
[MISSION-STATEMENT:--PAN-AMERICAN-UNIVERSITY]

Mission Description

U. T. Pan American [PAN-AMERICAN-UNIVERSITY], as a general academic component of The University of Texas System [state-supported-institution of-higher-learning], is committed to providing quality academic programs based on liberal arts traditions. In the belief that an educated citizenry is essential to the development and maintenance of a free democratic society, U. T. Pan American endeavors to provide access for all who wish to participate in the pursuit of knowledge and ideas. U. T. Pan American [University] seeks to contribute to the examination of ideas and the dissemination of knowledge for the benefit of its students and society, with full awareness and appreciation of the multi-lingual, multi-cultural, and multi-faceted world in which we live. While teaching, research and service are all fundamental elements of the institutional mission, the first priority is teaching.

U. T. Pan American [University] strives to fulfill its responsibilities by providing strong academic programs for selected professions at the undergraduate and graduate levels, providing access to all who wish to participate in the pursuit of knowledge and ideas, offering a variety of quality programs leading to associate, baccalaureate, and graduate degrees, basing those programs on broad general education requirements solidly grounded in liberal arts traditions, providing strong curricula leading to career opportunities and to graduate and professional study beyond the undergraduate level, and demanding completion requirements which ensure competency in basic skills and program areas. In serving the state, the institution strives to provide professional and pre-professional offerings as well as other instructional and continuing education programs designed to serve the needs of citizens throughout the service area.

U. T. Pan American [University] is committed to an open-admissions policy at the undergraduate level and to the highest academic standards in all of its programs. The University pledges itself to the fullest development of human talent by providing appropriate developmental and support services for those underprepared for the demands of college, offering enriched programs for those of exceptional ability, seeking financial assistance for those of limited means, maintaining the library, computer and physical resources necessary to support the programs, and evaluating responsibly and consistently the effectiveness of the instructional programs.

U. T. Pan American [University] seeks to complement the instructional programs of the institution by providing a wide range of extra-curricular activities and experiences which enhance intellectual, cultural, civic, social, and physical environment, maintaining services that fulfill personal needs and that enrich the academic development of students; involving the institution in the community by providing services, programs, cultural experiences, and expertise to the community-at-large; giving the community-at-large opportunities to contribute to the effectiveness of their University; participating in regional consortia and inter-institutional activities to maximize educational opportunity for the people of the state through the sharing of resources; providing programs and organizational units directed toward meeting the human resource needs of an industrial/technological society and assisting in the area's economic growth; and maintaining a research mission that promotes continued intellectual curiosity, encourages the discovery and refinement of knowledge, and addresses the unique character and special needs of the region in which the University is located.

INSTITUTION: U. T. Pan American (Brownsville)

DATE: April 1990

PUBLIC SENIOR COLLEGES AND UNIVERSITIES
TABLE OF PROGRAMS

		Bacc.	Mast.	Doct.	Special Prof.
Agriculture	(01, 02, & 03)				
Arch & Environ Design	(04)				
Area & Ethnic Studies	(05)				
Business	(06, 07, & 08)	1	3 _A		
Communications	(09 & 10)				
Computer and Information Scis	(11)	*			
Education	(13)	1**	1		
Engineering	(14)				
Engineering Related Techs	(15)				
Foreign Languages	(16)	3 _B	*		
Allied Health	(17)				
Health Sciences	(18)	*			
Home Economics	(19 & 20)				
Law	(22)				
Letters	(23)	3 _C	*		
Liberal/General Studies	(24)	2 _D			
Library & Archival Sciences	(25)				
Life Sciences	(26)	3 _E			
Mathematics	(27)	1			
Multi/Interdisc Studies	(30)	3 _F	3 _F		
Parks & Recreation	(31)				
Health-Related Activities	(34)	2 _G	2 _G		
Philosophy	(38)				
Physical Sciences	(40 & 41)	2 _H			
Psychology	(42)	2			
Protective Services	(43)	3 _I			
Public Affairs	(44)	*			
Social Sciences	(45)	1	*		
Trade & Indust	(46, 47, 48 & 49)				
Visual Performing Arts	(50)	2 _J			

April 1990

THE UNIVERSITY OF TEXAS - PAN AMERICAN AT BROWNSVILLE

Table of Programs: Footnotes

- A: Business and Management only
 - B: Spanish
 - C: English
 - D: Liberal Arts
 - E: Biology
 - F: Bachelor of Applied Arts & Sciences, Master of Science in Interdisciplinary Studies, Master of Arts in Interdisciplinary Studies and combinations of approved programs only
 - G: Kinesiology
 - H: Chemistry
 - I: Police Administration and Corrections
 - J: Art
- *: The institution's governing board has recognized that some degree programs in this discipline category are appropriate to consider in future planning at the institutional level. If a program proposal is submitted under this category, the Coordinating Board must approve both the proposal and a Role and Scope change.
- ** : All undergraduate teacher education programs are being discontinued in accordance with Section 13.036 of the Texas Education Code, which provides that a person who applies after September 1, 1991, for a teaching certificate which requires a bachelor's degree must have a bachelor's degree with an academic major or an interdisciplinary academic major. Authorization for issuing education degrees (through U. T. Pan American) prior to September 1, 1991, shall continue until that date.

The University of Texas-Pan American at Brownsville

Mission Description

Note: The U. T. Pan American (Brownsville) mission statement has not yet been approved and will be developed after the Table of Programs is approved by the Texas Higher Education Coordinating Board.

INSTITUTION: The University of Texas-Permian Basin DATE: July 1990 [1985]

PUBLIC SENIOR COLLEGES AND UNIVERSITIES
TABLE OF PROGRAMS

	Assoc. Cert.	Bacc.	Mast.	Doct.	Special Prof.
Agriculture (01, 02, & 03)					
Arch & Environ Design (04)					
Area & Ethnic Studies (05)					
Business (06, 07, & 08)		1	3 _A		
Communications (09 & 10)		3 _B			
Computer and Information Scis (11)		1	*		
Education (13)		1**	1		
Engineering (14)		3 _C	3 _C		
Engineering Related Techs (15)		*			
Foreign Languages (16)		3 _D			
Allied Health					
Health Sciences (18)					
Home Economics (19 & 20)					
Law (22)					
Letters (23)		1	3 _E		
Liberal/General Studies (24)		2			
Library & Archival Sciences (25)					
Life Sciences (26)		1	3 _F		
Mathematics (27)		1	*		
Multi/Interdisc Studies (30)		3 _G	3 _H		
Parks & Recreation (31)					
Philosophy (38)					
Physical Sciences (40 & 41)		3 _I	3 _J		
Psychology (42)		1	1[*]		
Protective Services (43)		1			
Public Affairs (44)					
Social Sciences (45)		1	3 _K		
Trade & Indust (46, 47, 48 & 49)					
Visual Performing Arts (50)		3 _L	*		

THE UNIVERSITY OF TEXAS OF THE PERMIAN BASIN

Table of Programs: Footnotes

- A: Business Management[, -General]
 - B: Mass Communication (Journalism)
 - C: Control Engineering
 - D: Spanish
 - E: Comparative Literature [English, -General]
 - F: Biology, General
 - G: Humanities and combinations of previously approved programs
 - H: [~~Behavioral-Science-and-e~~]Combinations of previously approved programs
 - I: Chemistry and Geological Sciences
 - J: Geology [~~Geological-Sciences~~]
 - K: History
 - L: Art and Music
- *: The institution's governing board has recognized that some degree programs in this discipline category are appropriate to consider in future planning at the institutional level. If a program proposal is submitted under this category, the Coordinating Board must approve both the proposal and a Role and Scope change.
- **: All undergraduate teacher education programs are being discontinued in accordance with Section 13.036 of the Texas Education Code, which provides that a person who applies after September 1, 1991, for a teaching certificate which requires a bachelor's degree must have a bachelor's degree with an academic major or an interdisciplinary academic major. Authorization for issuing education degrees prior to September 1, 1991, shall continue until that date.

The University of Texas of the Permian Basin

Mission Description

The University of Texas of the Permian Basin is an upper-level general academic component of The University of Texas System. As a component institution of The University of Texas System, the University is committed to pursue high standards of achievement in instruction, student performance, research, and scholarly accomplishment.

Within an environment of academic freedom, students learn from faculty scholars who have in-depth expertise in the arts, the sciences, and the professions of business, engineering, and teacher education. The faculty engage in research and creative activity, both to develop and maintain their own scholarly expertise and to extend human knowledge. The results of that research and creative work are made available to students in the classroom and to the general public through publications and public service activities.

At the core of the University curriculum are the arts and the sciences, those academic disciplines common to nearly all colleges and universities in the United States. Courses are offered in these disciplines to support a general liberal education at the baccalaureate level. In addition, degree programs through the master's level are offered in many discipline categories.

As a state-supported public institution, the University is open to all citizens of the State who meet the academic standards for admission. Although some students from outside the State are admitted, the majority of the students come from the geographic area in which the institution is located. Degree programs and course offerings beyond those in the Arts and Sciences core are selected primarily to meet the needs and desires of the citizens of this region.

INSTITUTION: The University of Texas-San Antonio DATE: July 1990 [1985]

PUBLIC SENIOR COLLEGES AND UNIVERSITIES
TABLE OF PROGRAMS

	Assoc. Cert.	Bacc.	Mast.	Doct.	Special Prof.
Agriculture (01, 02, & 03)					
Arch & Environ Design (04)		3 _A	*		
Area & Ethnic Studies (05)		3 _B	3 _B		
Business (06, 07, & 08)		1	1		
Communications (09 & 10)		2 _C			
Computer and Information Scis (11)		1	1	*	
Education (13)		1**	1	*	
Engineering (14)		3 _D	3 _{D[E]}		
Engineering Related Techs (15)					
Foreign Languages (16)		3 _{E[F]}	3 _{F[G]}		
Allied Health (17)		3 _{G[H]}			
Health Sciences (18)					
Home Economics (19 & 20)					
Law (22)					
Letters (23)		1	1		
Liberal/General Studies (24)		2	2		
Library & Archival Sciences (25)					
Life Sciences (26)		1	1	*	
Mathematics (27)		1	1		
Multi/Interdisc Studies (30)		3 _{H[I]}	3 _{H[I]}		
Parks & Recreation (31)					
Philosophy (38)		2	*		
Physical Sciences (40 & 41)		1	3 _{I[J]}		
Psychology (42)		1	2		
Protective Services (43)		1			
Public Affairs (44)		2 _{J[K]}	3 _{J[K]}		
Social Sciences (45)		1	1	*	
Trade & Indust (46, 47, 48 & 49)					
Visual Performing Arts (50)		1	3 _{K[L]}		

THE UNIVERSITY OF TEXAS-SAN ANTONIO

Table of Programs: Footnotes

- A: Architecture and Interior Design
B: American and Hispanic American Studies
C: Mass Communication
D: Civil, Electrical, Mechanical, and Computer Engineering
~~E:--Computer-Science-Systems-Design~~
E:[F:] French, German, Spanish, and Russian
F:[G:] French, German, and Spanish
G:[H:] Medical Technology, ~~[and-joint-programs-with-UTHSC-SA-in]~~
Occupational Therapy, and Physical Therapy (joint programs
with UTHSC-SA)
H:[I:] Combinations of previously approved programs
I:[J:] Chemistry and Geology
J:[K:] Public Administration
K:[L:] Art and Music

*: The institution's governing board has recognized that some degree programs in this discipline category are appropriate to consider in future planning at the institutional level. If a program proposal is submitted under this category, the Coordinating Board must approve both the proposal and a Role and Scope change.

**:
All undergraduate teacher education programs are being discontinued in accordance with Section 13.036 of the Texas Education Code, which provides that a person who applies after September 1, 1991, for a teaching certificate which requires a bachelor's degree must have a bachelor's degree with an academic major or an interdisciplinary academic major. Authorization for issuing education degrees prior to September 1, 1991, shall continue until that date.

The University of Texas at San Antonio

Mission Description

The University of Texas at San Antonio is a general academic component of The University of Texas System. As a component institution of The University of Texas System, the University is committed to pursue high standards of achievement in instruction, student performance, research and scholarly accomplishment.

Within an environment of academic freedom, students learn from faculty scholars who are knowledgeable in the arts, the sciences, and the professions of engineering, business, architecture, public administration and education. The faculty engage in research and creative activity, both to develop and maintain their own scholarly expertise and to extend human knowledge. The results of that research and creative work are made available to students in the classroom and to the general public through publication and public service activities.

At the core of the University curriculum are the arts and the sciences, those academic disciplines common to nearly all colleges and universities in the United States. Courses are offered in these disciplines to support a general liberal education at the baccalaureate level. In addition, degree programs, through the master's level, are offered in many of these disciplines and several doctoral programs are being developed.

As a state-supported public institution, the University is open to all citizens of the State who meet the academic standards for admission. In addition, some students from outside the State are admitted. However, the majority of the students come from the geographic area in which the institution is located. Degree programs and course offerings beyond those in the Arts and Sciences core are selected primarily to meet the needs and desires of the citizens of this region.

INSTITUTION: The University of Texas-Tyler DATE: July 1990 [1985]

PUBLIC SENIOR COLLEGES AND UNIVERSITIES
TABLE OF PROGRAMS

	Assoc. Cert.	Bacc.	Mast.	Doct.	Special Prof.
Agriculture (01, 02, & 03)					
Arch & Environ Design (04)					
Area & Ethnic Studies (05)					
Business (06, 07, & 08)		1	1		
Communications (09 & 10)		3 _A			
Computer and Information Scis (11)		1	1		
Education (13)		1**	1	*	
Engineering (14)					
Engineering Related Techs (15)		3 _B	3 _B		
Foreign Languages (16)		3 _C	*		
Allied Health (17)		3 _D	3 _E		
Health Sciences (18)		3 _F	3[2] _F		
Home Economics (19 & 20)			3 _G		
Law (22)					
Letters (23)		3	3 _H [6]		
Liberal/General Studies (24)		1	2		
Library & Archival Sciences (25)					
Life Sciences (26)		1	*		
Mathematics (27)		1	*		
Multi/Interdisc Studies (30)		3 _I [H]	3 _J [I]		
Parks & Recreation (31)					
<u>Leisure and Rec. Act.</u> [**] (36)		3 _K [J]	3 _K [J]		
Philosophy (38)		2	*		
Physical Sciences (40 & 41)		3 _K [J]	*		
Psychology (42)		1	1		
Protective Services (43)		1			
Public Affairs (44)			3 _M [K]		
Social Sciences (45)		1	3 _N [L]		
Trade & Indust (46, 47, 48 & 49)					
Visual Performing Arts (50)		1[3 _M]	*		

THE UNIVERSITY OF TEXAS AT TYLER

Table of Programs: Footnotes

- A: Mass Communications
- B: Industrial Safety, Industrial Technology, and General Engineering Technology
- C: Spanish and Foreign Languages, Multiple Emphasis [French]
- D: Medical Technology [and-Respiratory-Therapy]
- E: Clinical Exercise Physiology
- F: Nursing and Health Professions, General only
- G: Family Counseling
- H:[G+] English, General
- I:[H+] General Interdisciplinary Studies, Applied Arts and Sciences, [BAAS] and combinations of previously approved programs
- J:[I+] General Interdisciplinary Studies and combinations of previously approved programs
- K:[**] Kinesiology [(36-0108)-Baccalaureate-and-Master's]
- L:[J+] Chemistry
- M:[K+] Public Planning and Administration
- N:[L+] History
- [M+---Art-and-Music]

*: The institution's governing board has recognized that some degree programs in this discipline category are appropriate to consider in future planning at the institutional level. If a program proposal is submitted under this category, the Coordinating Board must approve both the proposal and a Role and Scope change.

**: All undergraduate teacher education programs are being discontinued in accordance with Section 13.036 of the Texas Education Code, which provides that a person who applies after September 1, 1991, for a teaching certificate which requires a bachelor's degree must have a bachelor's degree with an academic major or an interdisciplinary academic major. Authorization for issuing education degrees prior to September 1, 1991, shall continue until that date.

The University of Texas at Tyler

Mission Description

The University of Texas at Tyler is an upper-level general academic component of The University of Texas System in East Texas. As a component institution of The University of Texas System, the University is committed to the pursuit of high standards in instruction, student performance, research, and other scholarly accomplishments.

Within an environment of academic freedom, students learn from faculty scholars who have expertise in the arts, the sciences, and the professions of public affairs, education, business, health sciences, allied health science, and technology. The faculty engage in research and creative activity, both to develop and maintain their own scholarly expertise and to extend human knowledge. The results of that research and other creative efforts are made available to students in the classroom and to the general public through publication and public service activities.

At the core of the University curriculum are the arts and the sciences, those academic disciplines common to nearly all universities in the United States. Courses are offered in these disciplines to support a general liberal education at the baccalaureate level, and in many disciplines, at the master's degree level.

As a state-supported institution, U. T. Tyler is open to all citizens of the State who meet the academic standards for admission. Also, qualified students from outside the State and throughout the world are admitted. Degree programs and course offerings beyond those in the Arts and Sciences core are selected primarily to meet the needs and desires of the citizens of this region.

INSTITUTION UTSWMC [UTHSC]-DALLAS DATE 7/90 [11/4/85]

HEALTH SCIENCE CENTERS'
TABLE OF PROGRAMS

Texas CIP Category CIP# Cert. Bacc. Mast. Doct. Special Prof.

MAJOR PROGRAM AREAS

ALLIED HEALTH (17) 1 1 1

HEALTH SCIENCES (18)

Audiology & Speech Pathology	(18.01)					
Basic Clinical Health Sciences	(18.02)			1	1	
Dentistry	(18.04)					
Epidemiology	(18.06)					
Health Services Administration	(18.07)	1	1			
Medicine	(18.10)			2	2	1
Nursing	(18.11)					
Optometry	(18.12)					
Osteopathic Medicine	(18.13)					
Pharmacy	(18.14)					
Podiatry	(18.15)					
Public Health	(18.22)					
Veterinary Medicine	(18.24)					

LIFE SCIENCES (26)

Biochemistry & Biophysics	(26.02)			1	1	
Cell & Molecular Biology	(26.04)			1	1	
Microbiology	(26.05)			2	2	
Misc. Specized. Life Sciences	(26.06)			1	1	
Zoology	(26.07)			2	2	

SUPPORTING PROGRAMS

3^a 3^b 3^c

^a Alld. Hlth. Ed.-Ed. in Hlth. Del. Syst./Alld. Hlth. Col. Tchg. (13.1399.03), Clinical Dietetics (19.0503.00)

^b Biomed. Comm.-Media Development (13.0501.00), Radiological Physics (40.0806.10), Forensic Studies (43.0106), and jointly offered with U. T. Arlington, Biomedical Engineering (14.0501.20), Imaging Science (30.0901.00)

^c Clinical Psychology (42.0201.00), and jointly offered with U. T. Arlington, Biomedical Engineering (14.0501.20), Imaging Science (30.0901.00)

The University of Texas Southwestern Medical

[Health-Science] Center at Dallas

The University of Texas Southwestern Medical [Health Science] Center at Dallas is a component institution of The University of Texas System and is committed to pursuing high standards of achievement in instruction, research, and clinical activities. Since its inception in 1943, the U. T. Southwestern Medical [Health-Science] Center - Dallas has evolved as one of the leading biomedical institutions in the country and its programs are designed and implemented with the intent to sustain this progress in the future.

As an academic health science center, the central mission of the institution is to educate health professionals whose lifelong career objectives will be to provide the best possible care, apply the most modern treatment modalities, and continue to seek information fundamental to the treatment and prevention of disease. Within an environment of interdisciplinary activity and academic freedom at the U. T. Southwestern Medical [Health Science] Center - Dallas, students receive training from faculty scholars who have in-depth expertise in the many specialities of health care and the biomedical sciences. Faculty members also engage in research and patient care so that they can generate new knowledge in the fight against disease and maintain their clinical skills while serving the residents of Texas to the utmost of their ability. Research findings are made directly available to students and indirectly to the general public as practicing professionals adopt the latest treatment modalities. The focus of the faculty, students, and administration at The University of Texas Southwestern Medical [Health-Science] Center at Dallas will remain on the creation of new knowledge, the highest ethical standards, the scientific basis of medical practice, and concern and compassion for all people. Every aspect of the University's operation will be conducted in as cost-effective a manner as possible.

The institution consists of The Southwestern Medical School, The Southwestern Graduate School of Biomedical Sciences, and The Southwestern [School-of] Allied Health Sciences School and offers degrees and programs limited to health related fields.

INSTITUTION UTMB - Galveston DATE 7/90 [11/4/85]

HEALTH SCIENCE CENTERS'
TABLE OF PROGRAMS

Texas CIP Category CIP# Cert. Bacc. Mast. Doct. Special Prof.

MAJOR PROGRAM AREAS

ALLIED HEALTH (17) 1 1 1 [2]

HEALTH SCIENCES (18)

Audiology & Speech Pathology	(18.01)					
Basic Clinical Health Sciences	(18.02)			1	1	
Dentistry	(18.04)					
Epidemiology	(18.06)					
Health Services Administration	(18.07)	1	1			
Medicine	(18.10)			1	1	1
Nursing	(18.11)		1	1	2	
Optometry	(18.12)					
Osteopathic Medicine	(18.13)					
Pharmacy	(18.14)					
Podiatry	(18.15)					
Public Health	(18.22)					
Veterinary Medicine	(18.24)					

LIFE SCIENCES (26)

Biochemistry & Biophysics	(26.02)			2	2	
Cell & Molecular Biology	(26.04)			2	2	
Microbiology	(26.05)			2	2	
Misc. Specized. Life Sciences	(26.06)			2	1	
Zoology	(26.07)			1	1	

SUPPORTING PROGRAMS [3a] 3a[b]

^a Health Care Sci.-Health Education (13.1399.03)
[b]Medical Science Research (30.0101.00)

The University of Texas Medical Branch at Galveston

The goal of The University of Texas Medical Branch at Galveston is to attain overall excellence through the effective coordination of the primary missions of its composite groups. These missions are scholarly teaching, innovative scientific investigation, and state-of-the-art patient care. The University of Texas Medical Branch at Galveston is a component of The University of Texas System [~~and as such, its mission is consistent with that of its parent system~~].

U. T. Medical Branch - Galveston provides leadership in the development of effective educational programs that can serve as models for other academic health science centers. U. T. Medical Branch - Galveston, in cooperation with other academic health science centers, educates an appropriate number of physicians, nurses, and allied health professionals to provide health care for the citizens of Texas. It also educates biomedical scientists capable of conducting independent research in academic, industrial, and government research centers. U. T. Medical Branch - Galveston selects students who are ethical, enthusiastic, sensitive to the needs of others, and motivated to learn independently; who have diverse and global interests, inquiring minds, and a desire to understand and solve complex problems. These students should come from diverse social, economic, and ethnic backgrounds and should include representatives from racial minorities and from both sexes. U. T. Medical Branch - Galveston educates physicians, biomedical scientists, nurses, and allied health professionals who it hopes will strive to realize their highest potential. Graduates of U. T. Medical Branch - Galveston will possess essential knowledge and skills, be devoted to patient care, and be committed to lifelong scholarship and learning. They will possess the self-awareness necessary to maintain their own physical and mental health, and be able to draw upon the humanities disciplines in practicing their professions.

U. T. Medical Branch - Galveston's intent is to develop programs that discover new scientific knowledge, both for the sake of knowledge and for its practical benefits to society, and to disseminate this new knowledge. The investigative efforts should be high quality programs which will clearly establish U. T. Medical Branch - Galveston as one of the outstanding academic health science centers in the nation, with a leadership role in the discovery of new scientific knowledge.

U. T. Medical Branch - Galveston takes a leadership role in the discovery of new approaches to treatment, applies this new knowledge to the treatment of patients and intends to have excellent patient-care programs in each of its clinical departments. U. T. Medical Branch - Galveston hopes to create an environment in which the value of caring for all human beings is important. This attitude places highest priority on the well-being of people, including the employees, students, and faculty of U. T. Medical Branch - Galveston, as well as its patients.

U. T. Medical Branch - Galveston exists as part of several larger communities: the scientific community, the community of institutions of higher learning, the community of Galveston, and the community beyond the city. To serve society for the common good, U. T. Medical Branch - Galveston will seek and disseminate new scientific knowledge, educate students and practicing health professionals, provide individual patient care, and help inform the citizens at large in matters that affect their health and well-being.

The institution consists of the School of Medicine, the Graduate School of Biomedical Sciences, the School of Nursing, the School of Allied Health Sciences, the Marine Biomedical Institute, the Institute for Medical Humanities, and the U. T. Medical Branch - Galveston hospitals. U. T. Medical Branch - Galveston offers degrees and programs with subjects limited to health related fields.

INSTITUTION UTHSC-HOUSTON DATE 7/90 [11/4/85]

HEALTH SCIENCE CENTERS'
TABLE OF PROGRAMS

Texas CIP Category	CIP#	Cert.	Bacc.	Mast.	Doct.	Special Prof.
MAJOR PROGRAM AREAS						
ALLIED HEALTH	(17)	1	1	2		
HEALTH SCIENCES (18)						
Audiology & Speech Pathology	(18.01)			1 ^a		
Basic Clinical Health Sciences	(18.02)			1	1	
Dentistry	(18.04)	1		1		1
Epidemiology	(18.06)			[±]	[±]	
Health Services Administration	(18.07)		2	1		
Medicine	(18.10)			1	2	1
Nursing	(18.11)	1	1	1	2	
Optometry	(18.12)					
Osteopathic Medicine	(18.13)					
Pharmacy	(18.14)					
Podiatry	(18.15)					
Public Health	(18.22)			1	1	1
Veterinary Medicine	(18.24)					
LIFE SCIENCES (26)						
Biochemistry & Biophysics	(26.02)			1	1	
Cell & Molecular Biology	(26.04)			1	1	
Microbiology	(26.05)			1	1	
Misc. Specialized Life Sciences	(26.06)			1	1	
Zoology	(26.07)			1	1	
SUPPORTING PROGRAMS						
		3 <u>bfa]</u>	3 <u>ctb]</u>	3 <u>dfe]</u>	3 <u>etd]</u>	
<u>a</u>	<u>In consortium with School of Communications, College of Humanities and Fine Arts, University of Houston, University Park.</u>					
<u>b[a]</u>	<u>Biomedical Communications (13.1399.03)</u>					
<u>c[b]</u>	<u>Nutrition & Dietetics (19.0503.00)</u>					
<u>d[e]</u>	<u>Biomedical Sciences (30.0101.00)</u>					
	<u>Community Health Sci.-Environmental Sci. (30.0101.05)</u>					
<u>e[d]</u>	<u>Biomedical Sciences (30.0101.00)</u>					
	<u>Community Health Sci.-Environmental Sci. (30.0101.05),</u>					
	<u>Community Health Sci.-Behavioral Sci. (30.0401.20)</u>					
	<u>Community Health Sci.-Mgmt. & Policy Studies (44.0501.00)</u>					

The University of Texas Health Science Center at Houston

The University of Texas Health Science Center at Houston is a component of The University of Texas System and, as such, is committed to the pursuit of high standards of achievement in instruction, student performance, clinical service, research, and scholarly accomplishment.

As an academic health science center, the institution is one in which undergraduate, graduate and postgraduate students are educated broadly in the sciences of health and disease and are prepared for health-related careers in the provision of human services, and in teaching and research. Within an environment of academic freedom, students learn from faculty scholars who have in-depth expertise in the various specialities of health care and the biomedical sciences. Such faculty, with the assistance of their students and trainees, engage in research both to extend human knowledge related to health and to develop and maintain their own scholarly and professional expertise.

Together, faculty and students engage in patient care as an essential part of the teaching and learning experience. These professionals [They] provide exemplary health services to directly benefit the individual recipient and to serve as models which other providers will emulate. The clinical aspects of research are also conducted in conjunction with patient care.

The U. T. Health Science Center - Houston considers itself a member of a larger learning community and works to contribute to and draw from the intellectual pursuit of the other institutions within the Texas Medical Center, and within the greater Houston area. Also, to benefit this local community and the entire State of Texas, the institution offers a program of continuing education to assist practicing health professionals in utilizing the latest findings of research from the worldwide community of scholars in clinical and biomedical fields. As a result of participation in these professional enhancement programs, practitioners adopt new modalities for the treatment and prevention of disease.

The institution consists of the following units which are listed by date of establishment:

1. Dental Branch (est. 1905; joined U. T. 1943)
2. Division of Continuing Education (1948)
3. Graduate School of Biomedical Sciences (1963)
4. School of Public Health (1967)
5. Medical School (1970)
6. Speech and Hearing Institute (est. 1951; joined U. T. 1971)
7. School of Nursing (1972)
8. School of Allied Sciences (1973)

The six schools included in the above list of eight units offer degrees and programs with subjects limited to health related fields.

INSTITUTION UTHSC-SAN ANTONIO DATE 7/90 [11/4/85]

HEALTH SCIENCE CENTERS'
TABLE OF PROGRAMS

Texas CIP Category	CIP#	Cert.	Bacc.	Mast.	Doct.	Special Prof.
MAJOR PROGRAM AREAS						
ALLIED HEALTH	(17)	1	1 ^a	2		

HEALTH SCIENCES (18)

Audiology & Speech Pathology	(18.01)					
Basic Clinical Health Sciences	(18.02)			1	1	
Dentistry	(18.04)	1		1		1
Epidemiology	(18.06)					
Health Services Administration	(18.07)		2			
Medicine	(18.10)			2	2	1
Nursing	(18.11)		1	1	2	
Optometry	(18.12)					
Osteopathic Medicine	(18.13)					
Pharmacy	(18.14)					1 ^b
Podiatry	(18.15)					
Public Health	(18.22)					
Veterinary Medicine	(18.24)					

LIFE SCIENCES (26)

Biochemistry & Biophysics	(26.02)			1[2]	1[2]	
Cell & Molecular Biology	(26.04)			1[2]	1[2]	
Microbiology	(26.05)			1[2]	1[2]	
Misc. Specplzed. Life Sciences	(26.06)			1[2]	1[2]	
Zoology	(26.07)			1[2]	1[2]	

SUPPORTING PROGRAMS

3^c 3^d

^a Programs with a general education requirement offered jointly with U. T. San Antonio

^b Offered jointly with U. T. Austin

^c Radiological Science - Medical Radiation Safety (14.1701.03), and Radiological Science - Medical Physics (40.0806.10)

^d Radiological Science - Medical Physics (40.0806.10)

The University of Texas Health Science Center at San Antonio

The University of Texas Health Science Center at San Antonio is a component of The University of Texas System and, as such, is committed to pursue the highest standards of achievement in instruction, student performance, research and scholarly accomplishment, patient care, and service.

The mission of The University of Texas Health Science Center at San Antonio includes teaching, research, patient care, and service. Through the undergraduate, graduate, and postgraduate programs, the faculty is committed to the education of health professionals whose lifelong career objectives will be to provide the best possible health care in the most cost effective way, to apply the most modern treatment modalities, and to continue to seek information fundamental to the treatment and prevention of disease. The U. T. Health Science Center - San Antonio has established itself as a major research institution and through its biomedical research program, the faculty play a major role for the state, nation, and world in the discovery of new knowledge and the search for answers to society's health care needs.

The University of Texas Health Science Center at San Antonio is an integral part of the South Texas Medical Center and an important component of the health care delivery system of San Antonio, South Texas, and, indeed, the State of Texas. Recognizing that the U. T. Health Science Center - San Antonio plays major economic and education roles in the community, it can serve as a catalyst for stimulating biomedical industry in this community by having available the human and physical resources which facilitate the development of biotechnology. As a source of leadership in health care, the institution has a responsibility for ~~to~~ providing ~~provide~~ programs and expertise for the ongoing education of the professional and lay communities.

The institution consists of the School of Allied Health Sciences, the Graduate School of Biomedical Sciences, the Dental School, the Medical School, and the School of Nursing and offers degrees and programs with subject matter limited to health related fields. The Medical Technology, Physical Therapy, and Occupational Therapy programs are offered jointly with The University of Texas at San Antonio. A Pharm.D. ~~[Doctor-of-Pharmacy-degree]~~ program is offered jointly with The University of Texas at Austin. In addition, a component of the School of Public Health of The University of Texas Health Science Center at Houston is housed on this campus.

RECESS TO EXECUTIVE SESSION.--At 11:25 a.m., the Board recessed to convene in Executive Session pursuant to Vernon's Texas Civil Statutes, Article 6252-17, Sections 2(e), (f) and (g) to consider those matters set out in the Material Supporting the Agenda.

RECONVENE.--At 2:15 p.m., the Board reconvened in open session.

EXECUTIVE SESSION OF THE BOARD OF REGENTS

Chairman Beecherl reported that the Board had met in Executive Session in Conference Room 117 of the Biomedical Research Building 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 Beecherl's inquiry regarding the wishes of the Board, the following actions were taken:

1. U. T. Southwestern Medical Center - Dallas: Settlement of Medical Liability Litigation - Mack McCollum, et al.-- Regent Blanton moved that the Chancellor and the Office of General Counsel be authorized to settle on behalf of The University of Texas Southwestern Medical Center at Dallas the medical liability lawsuit filed by Mack McCollum, et al, in accordance with the proposal presented in Executive Session.

Vice-Chairman Barshop and Regent Cruikshank seconded the motion which carried without objection.

2. U. T. Health Science Center - San Antonio: Settlement of Medical Liability Litigation - Dennis Twohy, et al.-- Upon motion of Regent Blanton, seconded by Regent Ramirez, the Chancellor and the Office of General Counsel were authorized to settle on behalf of The University of Texas Health Science Center at San Antonio the medical liability lawsuit filed by Dennis Twohy, et al, in accordance with the proposal presented in Executive Session.
3. U. T. Austin: Approval to Complete Negotiations with the Lower Colorado River Authority (LCRA) Related to Property Leased in Travis County, Texas; Authorization for Executive Committee to Approve Negotiated Transaction; Authorization for Executive Vice Chancellor for Asset Management or Delegate to Execute All Documents Related Thereto; and Approval to Submit Transaction to the Texas Higher Education Coordinating Board if Required.--Regent Ratliff moved that the Executive Director of Lands and Endowment Real Estate be authorized to act on behalf of The University of Texas at Austin to complete negotiations with the Lower Colorado River Authority (LCRA) concerning property

which is leased to the LCRA in Travis County, Texas, according to the parameters outlined in Executive Session and that:

- a. The Executive Committee be authorized to approve the negotiated transaction following a positive recommendation from the President of U. T. Austin, the Executive Vice Chancellor for Academic Affairs, and the Executive Vice Chancellor for Asset Management
- b. The Executive Vice Chancellor for Asset Management or his delegate be authorized to execute all documents pertaining to the transaction following their approval by the Office of General Counsel
- c. The Executive Vice Chancellor for Academic Affairs be authorized to submit the transaction to the Texas Higher Education Coordinating Board if required.

Regent Moncrief seconded the motion which carried by unanimous vote.

4. U. T. Austin: Proposed Purchase of Property Located at 3208 Red River Street, Austin, Travis County, Texas (Withdrawn).--Chairman Beecherl reported that the item related to the proposed purchase of property located at 3208 Red River Street in Austin, Travis County, Texas, for the benefit of The University of Texas at Austin was withdrawn from consideration.
5. U. T. M.D. Anderson Cancer Center: Authorization to Complete Negotiations to Purchase Approximately 5.8 Acres of Land and Improvements in the Institute and University Park Addition in Houston, Harris County, Texas, and Authorization for Executive Vice Chancellor for Asset Management or Delegate to Execute All Documents Related Thereto.--Upon motion of Regent Moncrief, seconded by Regent Cruikshank and Vice-Chairman Roden, the Board authorized the Manager of Trust Real Estate to complete negotiations to purchase approximately 5.8 acres of land and the improvements located thereon in the Institute and University Park Addition in Houston, Harris County, Texas, for the benefit of The University of Texas M.D. Anderson Cancer Center under the terms and conditions outlined in Executive Session. Further, upon the successful completion of these negotiations, the Executive Vice Chancellor for Asset Management or his delegate was authorized to execute all documents pertaining to the purchase following review and approval by the President of U. T. M.D. Anderson Cancer Center, the Executive Vice Chancellor for Health Affairs, and the Office of General Counsel.

Funding for this acquisition shall be from the fund established by U. T. M.D. Anderson Cancer Center known as the Anna Crouchet and C. P. Simpson Quasi-Endowment Fund.

6. U. T. System: Consideration of Personnel Matters Associated with the Permanent University Fund Land Operations.--Chairman Beecherl reported that an item was added to the agenda posted with the Secretary of State concerning the consideration of certain personnel matters associated with The University of Texas System Permanent University Fund Land operations. Following a discussion of this matter, it was determined that no formal action by the Board was necessary at this time.

REPORT OF BOARD FOR LEASE OF UNIVERSITY LANDS

Regent Ramirez, Vice-Chairman of the Board for Lease of University Lands, submitted the following report on behalf of that Board:

Report


The Board for Lease of University Lands will meet in Midland, Texas, on July 18, 1990, to hold its 80th Oil and Gas Lease Sale.

The Board will offer for sale 35,769 acres located in Andrews, Crane, Crockett, Gaines, Martin, Pecos, Reagan, Terrell, Upton, Ward, and Winkler Counties, Texas.

All the leases will provide for a 1/4th royalty and a five-year term. Minimum bonuses will vary from \$50 to \$75 per acre. Results of the lease sale will be reported to this Board at its meeting in August 1990.

SCHEDULED MEETING.--Chairman Beecherl announced that the next meeting of the U. T. Board of Regents would be held on June 14, 1990, in Austin, Texas.

ADJOURNMENT.--There being no further business, the meeting was adjourned at 2:25 p.m.


Arthur H. Dilly
Executive Secretary

April 23, 1990