

O.C.

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

Meeting No. 777

May 14, 1981

Austin, Texas

and

Meeting No. 778

June 11-12, 1981

El Paso, Texas

Meeting No. 778

THE MINUTES OF THE BOARD OF REGENTS

OF

THE UNIVERSITY OF TEXAS SYSTEM

PART ONE

Pages 1-50, 50a, 51-73, 73a, 74-136
and
Attachment No. 1 through
U. T. Austin

June 11-12, 1981

El Paso, Texas

MEETING NO. 778

THURSDAY, JUNE 11, 1981.--The Board of Regents of The University of Texas System convened in regular session at 1:00 p.m. on Thursday, June 11, 1981, in the Exhibition Gallery of The Union at The University of Texas at El Paso, El Paso, Texas, with the following in attendance:

ATTENDANCE.--

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

Absent _____

FILE NO. I-5
 DOCUMENT _____
 REMARKS _____

Secretary Thedford

Chancellor Walker

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

President's Reports

REPORT BY DR. HASKELL MONROE, PRESIDENT OF THE UNIVERSITY OF TEXAS AT EL PASO.--Chairman Powell ✓ reported that during the morning President Monroe had conducted and the Regents had enjoyed a most interesting and informative tour of The University of Texas at El Paso. He then recognized Dr. Monroe, President of the host institution for this meeting.

FILE NO. 13
 DOCUMENT _____
 REMARKS _____

Before giving a brief report, President Monroe expressed on behalf of the administration, faculty and students of UTEP their pleasure and honor in having the Regents on the campus. President Monroe then outlined the stages of development and the history of the institution from its establishment in 1913 as a Texas College of Mines and Metallurgy pointing out that in 1949 its name was changed to Texas Western College and in 1966 to The University of Texas at El Paso. He not only outlined academic programs but also by the aid of charts reviewed student enrollment, faculty growth, library holdings, construction and land acquisition, research projects and NCAA championships.

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

Chairman Powell then called for the Special Order relating to the sale of the Permanent University Fund Bonds.

BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM PERMANENT UNIVERSITY FUND BONDS, NEW SERIES 1981, \$43,000,000: (1) RESOLUTION AUTHORIZING THE ISSUANCE OF BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM PERMANENT UNIVERSITY FUND BONDS, NEW SERIES 1981, IN THE AMOUNT OF \$43,000,000 AND AWARDING THE SALE OF THE BONDS TO BACHE, HALSEY, STUART & SHIELDS, INC., NEW YORK, NEW YORK; (2) DESIGNATION OF THE AUSTIN NATIONAL BANK, AUSTIN, TEXAS, WITH BANKERS TRUST COMPANY, NEW YORK, NEW YORK, AND FIRST NATIONAL BANK, CHICAGO, ILLINOIS, PAYING AGENTS; AND (3) AWARD OF CONTRACT TO PRINT THE BONDS TO HART GRAPHICS, INC., AUSTIN, TEXAS. --The following written Resolution (Pages 3-20) was duly introduced for the consideration of the Board and read in full. It was then duly moved by Vice-Chairman Fly, seconded by Regent Richards that said Resolution be adopted; and after due discussion, said motion, carrying with it the adoption of said Resolution, prevailed and carried by the following vote:

FILE NO. 1000
DOCUMENT
REMARKS

AYES: All members of said Board listed present on Page 1 voted "Aye."

NOES: None

The adoption of this Resolution authorized issuance of Board of Regents of The University of Texas System Permanent University Fund Bonds, New Series 1981, in the amount of \$43,000,000 and awarded the sale of the bonds to Bache, Halsey, Stuart & Shields, Inc., New York, New York, for the principal amount thereof and accrued interest to the date of delivery plus a premium of \$156.95 (Page 19) at rates of interest reflected on Page 10. The effective interest rate is 9.3979%.

This bond issue is for the purpose of constructing, equipping, or acquiring buildings or other permanent improvements for The University of Texas System to the extent and in the manner provided by law.

Upon motion of Regents Blumberg and Newton seconded by Regent Rhodes, the bid of The Austin National Bank, Austin, Texas, to serve as Paying Agent with Bankers Trust Company, New York, New York, and First National Bank, Chicago, Illinois, Paying Agents for Board of Regents of The University of Texas System Permanent University Fund Bonds, New Series 1981, in the amount of \$43,000,000 was unanimously accepted (Pages 11, 14). The Bank will pay the U.T. Board of Regents \$12,000.00 annually for ten years beginning July 1, 1982, then \$8,000.00 annually on July 1 until all outstanding bonds have been retired.

The contract for printing the Board of Regents of The University of Texas System Permanent University Fund Bonds, New Series 1981, in the amount of \$43,000,000 was awarded to Hart Graphics, Inc., Austin, Texas, upon motion of Regent Newton, seconded by Regent Rhodes. These bonds are to be printed according to specifications with lithographed borders for the sum of \$6,469.00 (less \$735.00 if delivery is made in Austin, Texas), there being five interest rates.

RESOLUTION

BY THE BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM AUTHORIZING THE ISSUANCE OF BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM PERMANENT UNIVERSITY FUND BONDS, NEW SERIES 1981, IN THE AMOUNT OF \$43,000,000.

WHEREAS, the Board of Regents of The University of Texas System (hereinafter sometimes called the "Board") heretofore has authorized, issued and delivered that issue of Board of Regents of The University of Texas Permanent University Fund Refunding Bonds, Series 1958, dated July 1, 1958, said bonds having been authorized pursuant to the provisions of Section 13, Article VII of the Constitution of Texas, and said Refunding Bonds, Series 1958, now having matured and having been paid, canceled and discharged; and

WHEREAS, said Refunding Bonds, Series 1958, were payable from and secured by a first lien on and pledge of the interest of The University of Texas System in the income from the Permanent University Fund, in the manner and to the extent provided in the resolution authorizing said Refunding Bonds, Series 1958; and

WHEREAS, the resolution adopted on July 23, 1958, authorizing the issuance of said Refunding Bonds, Series 1958, reserved the right and power in the Board to issue, under certain conditions, Additional Parity Bonds and Notes for the purposes and to the extent provided in the Amendment to Section 13, Article VII of the Texas Constitution, adopted by vote of the people of Texas on November 5, 1956, said Additional Parity Bonds and Notes to be on a parity with the aforesaid Refunding Bonds, Series 1958 (now retired), and equally and ratably secured by and payable from a first lien on and pledge of the interest of The University of Texas System in the income from the Permanent University Fund, in the same manner and to the same extent as were said Refunding Bonds, Series 1958; and

WHEREAS, the Amendments to Section 13, Article VII of the Texas Constitution, adopted by vote of the people of Texas on November 6, 1956, and on November 8, 1966, provide that the Board is authorized to issue negotiable bonds and notes for the purpose of constructing, equipping, or acquiring buildings or other permanent improvements for The University of Texas System, in a total amount not to exceed two-thirds (2/3) of Twenty percent (20%) of the value of the Permanent University Fund exclusive of real estate at the time of any issuance thereof; and

WHEREAS, the Board heretofore has authorized, issued, sold and delivered its Permanent University Fund Bonds, Series 1961, dated July 1, 1961, Series 1962, dated July 1, 1962, Series 1963, dated July 1, 1963, Series 1964, dated July 1, 1964, Series 1965, dated July 1, 1965 and Series 1966, dated July 1, 1966, as installments or issues of such Additional Parity Bonds; and

WHEREAS, the Board has deemed it necessary and advisable that no more of said Additional Parity Bonds shall be issued because of the excessively restrictive Permanent University Fund investment covenants made in connection with all of the aforesaid Permanent University Fund Bonds heretofore issued; and

WHEREAS, the Board is required by law to keep said investment covenants in full force and effect as to all of the aforesaid Permanent University Fund Bonds heretofore issued and to affirm the first lien on and pledge accruing to said outstanding Permanent University Fund Bonds heretofore issued on the interest of The University of Texas System in the income from the Permanent University Fund; and

WHEREAS, pursuant to a resolution adopted on June 16, 1967, the Board authorized, issued, sold and delivered an

installment or issue of negotiable bonds designated as the Board of Regents of The University of Texas System Permanent University Fund Bonds, New Series 1967, dated July 1, 1967 (hereinafter sometimes called the "New Series 1967 Bonds"), in the principal amount of \$14,000,000, payable from and secured by a lien on and pledge of the Interest of The University of Texas System in the Permanent University Fund, subject only and subordinate to the first lien on and pledge of said Interest heretofore created in connection with the aforesaid outstanding Permanent University Fund Bonds; and

WHEREAS, in said resolution adopted on June 16, 1967, the Board set forth the terms and conditions under which additional bonds may be issued to be on a parity with the aforesaid New Series 1967 subordinate lien bonds, and the Board has issued its Permanent University Fund Bonds, New Series 1968, New Series 1969, New Series 1970, New Series 1971, New Series 1972, New Series 1973, New Series 1974, New Series 1975, New Series 1976, New Series 1977, New Series 1978, New Series 1979 and New Series 1980, in accordance therewith; and

WHEREAS, the Board has determined to authorize, issue, sell and deliver an additional installment or issue of such subordinate lien parity New Series Bonds in the principal amount of \$43,000,000; and

WHEREAS, the Board hereby officially finds and determines that the value of the Permanent University Fund, exclusive of real estate is in excess of \$1,473,000,000:

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

1. Throughout this resolution the following terms and expressions as used herein shall have the meanings set forth below:

The term "Permanent University Fund," "Permanent Fund," and "Fund" used interchangeably herein shall mean the Permanent University Fund as created by Article VII, Section 11 of the Constitution, further implemented by the provisions of Title 49, Chapter 1, of the Revised Civil Statutes of Texas, 1925, as amended and supplemented.

The expression "Interest of the University" in the Permanent University Fund shall mean all of the income to such Fund from grazing leases on University lands, and all of the other income from such Fund, after making provision for the payment of the University's proportion of the expenses of administering such Fund, excepting one-third of the income arising and accruing to The Texas A&M University from the 1,000,000 acres of land appropriated by the Constitution of 1876 and the land appropriated by the Act of 1883, as more particularly defined by Section 66.03, Texas Education Code (Chapter 42 of the Acts of the Regular Session of the 42nd Legislature of the State of Texas).

The term "Resolution" as used herein and in the Bonds shall mean this resolution authorizing the Bonds.

The term "Bonds" or "New Series 1981 Bonds" shall mean the New Series 1981 Bonds authorized in this Resolution, unless the context clearly indicates otherwise.

The term "Old Series Outstanding Bonds" shall mean the outstanding bonds of the following issues:

Board of Regents of The University of Texas Permanent University Fund Bonds, Series 1961, dated July 1, 1961, originally issued in the amount of \$6,000,000.

Board of Regents of The University of Texas Permanent University Fund Bonds, Series 1962, dated July 1, 1962, originally issued in the amount of \$5,000,000.

Board of Regents of The University of Texas Permanent University Fund Bonds, Series 1963, dated July 1, 1963, originally issued in the amount of \$4,000,000.

Board of Regents of The University of Texas Permanent University Fund Bonds, Series 1964, dated July 1, 1964, originally issued in the amount of \$4,000,000.

Board of Regents of The University of Texas Permanent University Fund Bonds, Series 1965, dated July 1, 1965, originally issued in the amount of \$6,000,000.

Board of Regents of The University of Texas Permanent University Fund Bonds, Series 1966, dated July 1, 1966, originally issued in the amount of \$11,000,000.

The term "New Series Additional Parity Bonds and Notes" and "Additional Parity Bonds and Notes" shall mean the additional parity bonds and the additional parity notes permitted to be issued pursuant to Section 11 of the Resolution adopted on June 16, 1967, authorizing the issuance of the New Series 1967 Bonds.

The term "New Series Outstanding Bonds" shall mean the outstanding bonds of the following issues:

Board of Regents of The University of Texas System Permanent University Fund Bonds, New Series 1967, dated July 1, 1967, originally issued in the amount of \$14,000,000 pursuant to a resolution adopted on June 16, 1967.

Board of Regents of The University of Texas System Permanent University Fund Bonds, New Series 1968, dated July 1, 1968, originally issued in the amount of \$15,000,000, pursuant to a resolution adopted on June 25, 1968.

Board of Regents of The University of Texas System Permanent University Fund Bonds, New Series 1969, dated July 1, 1969, originally issued in the amount of \$7,000,000, pursuant to a resolution adopted on June 20, 1969.

Board of Regents of The University of Texas System
Permanent University Fund Bonds, New Series 1970, dated July 1,
1970, originally issued in the amount of \$7,500,000, pursuant
to a resolution adopted on July 10, 1970.

Board of Regents of The University of Texas System
Permanent University Fund Bonds, New Series 1971, dated July 1,
1971, originally issued in the amount of \$9,000,000, pursuant
to a resolution adopted on June 4, 1971.

Board of Regents of The University of Texas System
Permanent University Fund Bonds, New Series 1972, dated July 1,
1972, originally issued in the amount of \$9,000,000, pursuant
to a resolution adopted on June 9, 1972.

Board of Regents of The University of Texas System
Permanent University Fund Bonds, New Series 1973, dated July 1,
1973, originally issued in the amount of \$11,000,000, pursuant
to a resolution adopted on July 27, 1973.

Board of Regents of The University of Texas System
Permanent University Fund Bonds, New Series 1974, dated July 1,
1974, originally issued in the amount of \$11,000,000, pursuant
to a resolution adopted on July 19, 1974.

Board of Regents of The University of Texas System
Permanent University Fund Bonds, New Series 1975, dated July 1,
1975, originally issued in the amount of \$14,000,000, pursuant
to a resolution adopted on July 26, 1975.

Board of Regents of The University of Texas System
Permanent University Fund Bonds, New Series 1976, dated July 1,
1976, originally issued in the amount of \$16,000,000, pursuant
to a resolution adopted on July 9, 1976.

Board of Regents of The University of Texas System
Permanent University Fund Bonds, New Series 1977, dated July 1,
1977, originally issued in the amount of \$20,000,000, pursuant
to a resolution adopted on July 29, 1977.

Board of Regents of The University of Texas System
Permanent University Fund Bonds, New Series 1978, dated
July 1, 1978, originally issued in the amount of \$21,000,000,
pursuant to a resolution adopted on June 9, 1978.

Board of Regents of The University of Texas System
Permanent University Fund Bonds, New Series 1979, dated
July 1, 1979, originally issued in the amount of \$21,000,000,
pursuant to a resolution adopted on July 26, 1979.

Board of Regents of The University of Texas System
Permanent University Fund Bonds, New Series 1980, dated
July 1, 1980, originally issued in the amount of \$26,000,000,
pursuant to a resolution adopted on July 10, 1980.

The term "Board" shall mean the Board of Regents of The
University of Texas System.

2. That said Board's negotiable coupon bonds, to be
designated the "Board of Regents of The University of Texas
System Permanent University Fund Bonds, New Series 1981," are
hereby authorized to be issued and delivered in accordance with
the Constitution and laws of the State of Texas in the
principal amount of \$43,000,000 for the purpose of
constructing, equipping, or acquiring buildings or other
permanent improvements for The University of Texas System, to
the extent and in the manner provided by law.

3. That said bonds shall be dated July 1, 1981, shall be
in the denomination of \$5,000 each, shall be numbered
consecutively from 1 through 8,600, and shall mature serially
on July 1 in each of the years, and in the amounts,
respectively, as set forth in the following schedule:

\$1,720,000	1982/1985
1,935,000	1986/1989
2,150,000	1990/1993
2,365,000	1994/1997
2,580,000	1998/2001

Said bonds may be redeemed prior to their scheduled maturities,

at the option of said Board, on the dates stated, for the prices, and in the manner provided, in the FORM OF BOND set forth in this Resolution; and further, said bonds shall be registrable as to principal only, at the option of the owner, in the manner provided in said FORM OF BOND.

4. That the bonds scheduled to mature during the years, respectively, set forth below shall bear interest from their date, until maturity or redemption, at the following rates, per annum:

maturities 1982 through 1992,	9.90%,
maturities 1993,	9.00%,
maturities 1994 through 1995,	9.25%,
maturities 1996 through 1998,	9.50%,
maturities 1999 through 2001,	9.00%,

Said interest shall be evidenced by interest coupons which shall appertain to said bonds, and which shall be payable on the dates stated in the FORM OF BOND set forth in this Resolution.

5. That said bonds and interest coupons shall be payable, shall have the characteristics, and shall be signed and executed (and said bonds shall be sealed), all as provided, and in the manner indicated, in the FORM OF BOND set forth in this Resolution.

6. That the form of said bonds, including the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be printed and endorsed on each of said bonds, the form of the aforesaid interest coupons which shall appertain and be attached initially to each of said bonds, and the form of endorsement for registration as to principal, shall be, respectively, substantially as follows:

FORM OF BOND:

No. _____

\$5,000

UNITED STATES OF AMERICA
STATE OF TEXAS

BOARD OF REGENTS OF
THE UNIVERSITY OF TEXAS SYSTEM
PERMANENT UNIVERSITY FUND BOND
NEW SERIES 1981

ON JULY 1, _____, the BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM promises to pay to bearer, or if this bond be registered as to principal, then to the registered owner hereof, the principal amount of

FIVE THOUSAND DOLLARS

and to pay interest thereon, from the date hereof, at the rate of _____% per annum, evidenced by interest coupons payable JANUARY 1, 1982, and semiannually thereafter on each JULY 1 and JANUARY 1 while this bond is outstanding. The principal of this bond and the interest coupons appertaining hereto shall be payable to bearer, in lawful money of the United States of America, without exchange or collection charges to the bearer, upon presentation and surrender of this bond or proper interest coupon, at The Austin National Bank, Austin, Texas, or, at the option of the bearer, at Bankers Trust Company, New York, New York, or at First National Bank, Chicago, Illinois, which places shall be the paying agents for this Series of bonds.

THIS BOND is one of a Series of negotiable coupon bonds dated JULY 1, 1981, issued in the principal amount of \$43,000,000 FOR THE PURPOSE OF CONSTRUCTING, EQUIPPING, OR ACQUIRING BUILDINGS OR OTHER PERMANENT IMPROVEMENTS FOR THE UNIVERSITY OF TEXAS SYSTEM, to the extent and in the manner provided by law, in accordance with the provisions of the Amendments to Section 18, Article VII of the Texas Constitution, adopted by a vote of the people of Texas on November 6, 1956, and on November 8, 1966.

ON JULY 1, 1991, OR ON ANY INTEREST PAYMENT DATE THEREAFTER, any outstanding bonds of this Series may be

redeemed prior to their scheduled maturities, at the option of said Board, IN WHOLE, OR FROM TIME TO TIME IN PART, for the following redemption prices (expressed as percentages of the principal amount) plus unpaid accrued interest on the bonds called for redemption to the date fixed for redemption:

<u>Redemption Date</u>	<u>Redemption Price</u>
July 1, 1991, or January 1, 1992	101%
July 1, 1992, or January 1, 1993	100-3/4%
July 1, 1993, or January 1, 1994	100-1/2%
July 1, 1994, or January 1, 1995	100-1/4%
July 1, 1995, or thereafter	100%

At least thirty days before the date fixed for any such redemption the Board shall cause a written notice of such redemption to be published at least once in a financial publication published in the City of New York, New York. By the date fixed for any such redemption, due provision shall be made with the paying agents for the payment of par and accrued interest to the date fixed for redemption of the bonds to be redeemed, plus the required premium. If the written notice of redemption is published, and if due provision for such payment is made, all as provided above, the bonds, which are to be so redeemed, thereby automatically shall be redeemed prior to maturity, and they shall not bear interest after the date fixed for redemption, and shall not be regarded as being outstanding except for the purpose of being paid by the paying agents with the funds so provided for such payment.

IT IS HEREBY certified, recited and covenanted that this bond has been duly and validly issued and delivered; that all acts, conditions and things required or proper to be performed, exist and be done precedent to or in the issuance and delivery of this bond have been performed, existed and been done in accordance with law; and that the interest on and principal of this bond, and the Series of which it is a part, together with the other New Series Outstanding Bonds, are equally and ratably

secured by and payable from a lien on and pledge of the Interest of The University of Texas System in the income from the Permanent University Fund, as such Interest is apportioned by Section 56.03, Texas Education Code (Chapter 42 of the Acts of the Regular Session of the 42nd Legislature of the State of Texas), subject only and subordinate to the first lien on and pledge of said Interest heretofore created in connection with the Old Series Outstanding Bonds (as such terms are defined in the Resolution authorizing this Series of bonds).

SAID BOARD has reserved the right, subject to the restrictions referred to in the Resolution authorizing this Series of bonds, to issue additional parity bonds and notes which also may be secured by and made payable from a lien on and pledge of the aforesaid Interest of The University of Texas System in the income from the Permanent University Fund, in the same manner and to the same extent as this Series of bonds.

THIS BOND, at the option of the owner hereof, is registrable as to principal only on the books of the Registrar. For such purpose the Comptroller of The University of Texas System shall be the Registrar. If registered, the fact of registration shall be noted on the back hereof and thereafter no transfer of this bond shall be valid unless made on the books of the Registrar at the instance of the registered owner and similarly noted hereon. Registration as to principal may be discharged by transfer to bearer, after which this bond again may be registered as before. The registration of this bond as to principal shall not affect or impair the negotiability of the interest coupons appertaining hereto, which shall continue to be negotiable by delivery merely. Subject to said provisions for the registration of this bond as to principal only, nothing contained herein shall affect or impair the negotiability of this bond, and this bond shall constitute a

hereinafter designated, of that issue of BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM PERMANENT UNIVERSITY FUND BONDS, NEW SERIES 1981, DATED JULY 1, 1981.

BOND NO. _____

BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM

Secretary Chairman

FORM OF ENDORSEMENT FOR REGISTRATION AS TO PRINCIPAL:

ENDORSEMENT FOR REGISTRATION AS TO PRINCIPAL

(NO WRITING TO BE MADE HEREON EXCEPT BY THE REGISTRAR DESIGNATED FOR THIS ISSUE OF BONDS)

It is hereby certified that, at the request of the owner of the within bond, I have this day registered it as to principal in the name of such owner, as indicated in the registration blank below, on the books kept by me for such purpose. The principal of this bond shall be payable only to the registered owner hereof named in the registration blank below, or his legal representative, and this bond shall be transferable only on the books of the Registrar and by an appropriate notation in such registration blank. If the last transfer recorded on the books of the Registrar and in the registration blank below shall be to bearer, the principal of this bond shall be payable to bearer and it shall be in all respects negotiable. In no case shall negotiability of the interest coupons appertaining hereto be affected or impaired by any registration as to principal.

<u>NAME OF REGISTERED OWNER</u>	<u>DATE OF REGISTRATION</u>	<u>SIGNATURE OF REGISTRAR</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

7. (a) It is hereby certified and recited that the Bonds authorized in this Resolution are Additional Parity Bonds permitted to be issued under Section 11 of the resolution of the Board adopted on June 16, 1967, authorizing the issuance of the New Series 1967 Bonds, and that all conditions and requirements of said Section 11 have been or will be met prior to the delivery of the New Series 1981 Bonds herein authorized. The New Series 1981 Bonds and the New Series Outstanding Bonds are and shall be on a parity and in all respects of equal dignity.

(b) Pursuant to the provisions of the amendments to Section 18, Article VII, of the Texas Constitution, approved by vote of the people of Texas on November 6, 1956, and on November 3, 1966, the New Series 1981 Bonds, the New Series Outstanding Bonds, and any other New Series Additional Parity Bonds and Notes hereinafter issued, and the interest thereon, shall be and are hereby equally and ratably secured by and payable from a lien on and pledge of the Interest of the University in the income from the Permanent University Fund, as such Interest is defined in Section 1 of this Resolution, subject only and subordinate to the first lien on and pledge of said Interest heretofore created in connection with the Old Series Outstanding Bonds.

8. (a) The aforesaid resolution adopted June 16, 1967, authorizing the issuance of the New Series 1967 Bonds has provided that the Comptroller of Public Accounts of the State of Texas shall establish in the State Treasury a fund to be known as "Board of Regents of The University of Texas System New Series Permanent University Fund Interest and Sinking Fund" (hereinafter called the "Interest and Sinking Fund"). In addition to the moneys required to be transferred to the credit of the Interest and Sinking Fund in connection with the New

Series Outstanding Bonds, the Comptroller of Public Accounts of the State of Texas shall, for the benefit of the New Series 1981 Bonds, transfer to the Interest and Sinking Fund, out of The University of Texas System Available University Fund (the fund in the State Treasury to which is deposited the Interest of the University), on or before November 15, 1981, and semiannually thereafter on or before May 15 and November 15 of each year while the New Series 1981 Bonds, or interest thereon, are outstanding and unpaid, the amount of interest or principal and interest which will become due on the New Series 1981 Bonds on the January 1 or July 1 next following. It is hereby recognized that the amounts necessary for the payment of principal and interest on the Old Series Outstanding Bonds will have been transferred on or before May 1 and November 1 of each year from the aforesaid Available University Fund to the interest and sinking fund heretofore created for the benefit of the Old Series Outstanding Bonds.

b. To the end that money will be available at the places of payment in ample time to pay the principal of and interest on the Bonds as such principal and interest respectively mature, on or before November 15, 1981, and semiannually thereafter on or before May 15 and November 15 of each year while any of the New Series 1981 Bonds, or interest thereon, are outstanding and unpaid, the Comptroller of The University of Texas System, or such officer as may hereafter be designated by the Board to perform the duties now vested in such officer, shall perform the following duties:

- 1) Prepare and file with the Comptroller of Public Accounts of the State of Texas (hereinafter called the "Comptroller of Public Accounts") a voucher based on which the Comptroller of Public Accounts shall draw a warrant against the Interest

and Sinking Fund in the amount of the interest or principal and interest on the New Series 1981 Bonds (when both are scheduled to accrue and mature) which will become due on the January 1 or July 1 next following.

(2) In the event New Series 1981 Bonds shall have been called for redemption on January 1 or July 1 next following of any year, prepare and file with the Comptroller of Public Accounts a voucher based on which the Comptroller of Public Accounts shall draw a warrant against funds of The University of Texas System legally available for such purpose in an amount sufficient to redeem the New Series 1981 Bonds thus called.

(c) Whenever a voucher is so filed with the Comptroller of Public Accounts, he shall make the warrant based thereon payable to the order of the paying agent situated in the State of Texas, specified in Section 6 hereof, and shall deliver such warrant to such paying agent on or before the December 1 or June 1 next following.

(d) The paying agent situated in the State of Texas, designated in Section 6 hereof, shall, out of moneys remitted to it under the provisions of this Section 3 hereof, and not otherwise, make available at the other paying agents specified in Section 6 hereof, funds sufficient to pay such of the New Series 1981 Bonds (whether payable to the bearer or payable to the registered owner thereof) and such of the coupons as are presented for payment, and said paying agent situated in the State of Texas by accepting designation as such paying agent agrees and is obligated to perform such service.

(e) The paying agents shall totally destroy all paid New Series 1981 Bonds and coupons, and shall furnish the Board with

an appropriate certificate of destruction covering the New Series 1981 Bonds and coupons thus destroyed.

(f) The Board shall make provision with the paying agents for the rendition of a statement to The University of Texas System for any sums due such paying agents for services rendered in connection with the payment of the New Series 1981 Bonds and coupons by such paying agents, and the amount of such charges shall be paid by the Board from funds available for such purpose.

9. That all of the language, terms, provisions, covenants and agreements of Section 7 through 13, both inclusive, of the resolution adopted June 16, 1967, authorizing the issuance of the New Series 1967 Bonds are hereby referred to, adopted, and made applicable to the New Series 1981 Bonds authorized by this Resolution, for all purposes.

10. That after said New Series 1981 Bonds shall have been executed, it shall be the duty of the Chairman of the Board or some officer of the Board acting under his authority, to deliver said Bonds and all necessary records and proceedings to the Attorney General of Texas, for examination and approval by the Attorney General. After said bonds shall have been approved by the Attorney General, they shall be delivered to the Comptroller of Public Accounts of the State of Texas for registration. Upon registration of said Bonds, the Comptroller of Public Accounts (or a deputy lawfully designated in writing to act for the Comptroller) shall manually sign the Comptroller's Registration Certificate prescribed herein to be printed and endorsed on each of said Bonds, and the seal of said Comptroller shall be impressed, or placed in facsimile, on each of said Bonds.

11. That said New Series 1981 Bonds are hereby sold and shall be delivered to BACHE, HALSEY, STUART & SHIELDS, INC.,

for the principal amount thereof and accrued interest to the date of delivery, plus a premium of \$156.95, subject to the approving opinions as to the legality of the New Series 1981 Bonds by the Attorney General of the State of Texas and Vinson & Elkins, Houston, Texas, market attorneys.

12. That the Board certifies that based upon all facts and estimates now known or reasonably expected to be in existence on the date the New Series 1981 Bonds are delivered and paid for, the Board reasonably expects that the proceeds of the New Series 1981 Bonds will not be used in a manner that would cause the New Series 1981 Bonds or any portion of the New Series 1981 Bonds to be an "arbitrage bond" under Section 103(c) of the Internal Revenue Code of 1954, as amended, and the regulations prescribed thereunder. Furthermore, all officers, employees and agents of the Board are authorized and directed to provide certifications of facts and estimates which are material to the reasonable expectations of the Board as of the date the New Series 1981 Bonds are delivered and paid for. In particular, all or any officers of The University of Texas System are authorized to certify for the Board the facts and circumstances and reasonable expectations of the Board on the date the New Series 1981 Bonds are delivered and paid for regarding the amount and use of the proceeds thereof. Moreover, the Board covenants that it shall make such use of the proceeds of the New Series 1981 Bonds, regulate investments of proceeds of the New Series 1981 Bonds, and take such other and further action as may be required so that the New Series 1981 Bonds shall not be "arbitrage bonds" under Section 103(c) of the Internal Revenue Code of 1954, as amended, and the regulations prescribed from time to time thereunder.

13. That the Official Notice of Sale, Official Statement and Official Bid Form relating to the Bonds and submitted to this Board are hereby approved for use in connection with the solicitation of bids for and sale of the Bonds.

RECESS FOR COMMITTEE MEETINGS BUILDINGS AND GROUNDS COMMITTEE AND COMMITTEE OF THE WHOLE IN EXECUTIVE SESSION). --Chairman Powell announced that the Board would recess for the meeting of the Buildings and Grounds Committee and following this meeting, the Board would resolve into Executive Session of the Committee of the Whole, but would not reconvene as a Board until Friday morning, June 12.

At 4:00 p.m., the Buildings and Grounds Committee adjourned. The Board then recessed and immediately thereafter the Committee of the Whole met in Executive Session in the Game Room of The Union pursuant to V.T.C.S., Article 6252-17, Sections 2(e), (f) and (g) to discuss:

1. Pending and/or Contemplated Litigation - Section 2(e)
2. Land Acquisition, Purchase, Exchange, Lease or Value of Real Property and Negotiated Contracts for Prospective Gifts or Donations - Section 2(f)
 - U.T. Cancer Center: Negotiated Contract for Outdoor Sculpture
3. Personnel Matters [Section 2(g)] Relating to Appointment, Employment, Evaluation, Assignment, Duties, Discipline, or Dismissal of Officers or Employees

Friday, June 12, 1981

The Board of Regents reconvened in regular session at 10:00 a.m. on Friday, June 12, 1981, at the same place and with the same attendance as at the meeting on Thursday, June 11, 1981.

U. T. BOARD OF REGENTS: APPROVAL OF MINUTES OF MEETINGS ON APRIL 9-10 AND MAY 14, 1981.--Upon motion of Regent Richards, seconded by Regent Blumberg, the Minutes of the meetings of the Board of Regents of The University of Texas System held on April 9-10 and May 14, 1981, in Austin, Texas, were approved as distributed by Secretary Thedford. The official copies of these Minutes are recorded in the Permanent Minutes, Volume XXVIII, Pages 2740-3428.

Attendance

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

FILE NO.	<u>I-5</u>
DOCUMENT	_____
REMARKS	_____

U. T. Arlington

President Nedderman introduced:

Faculty Representative: Dr. Bill Pinney, Chairman
Faculty Senate

Student Representative: Mr. Rickie Windle, Reporter
Student Publications

U. T. Austin

President Flawn introduced:

Student Representative:

Ms. Julie Tindall, President
Senior Cabinet

Others:

Ms. Carmen Hill, General Reporter,
The Daily Texan
Dr. Leon O. (Tom) Morgan
Chairman, Men's Intercollegiate
Athletics Council

U. T. Dallas

President Jordan introduced:

Student Representatives:

Mr. Randy Williams, President-elect
Student Government
Ms. Sally Nance, Vice President-elect
Student Government

U. T. El Paso

President Monroe introduced:

Faculty Representative:

Dr. James Day, Chairman
Faculty Senate

Student Representative:

Ms. Luz Villegas, President, Student
Association

Others:

Ms. Diana Washington, The Prospector

The following members of the
Executive Committee of the Student
Association:

Mr. Jimmy Legarreta
Mr. Hector Villa
Mrs. Leslie Morgan
Mr. Leo Sanchez
Mr. Luis Patino
Mr. Mark French
Mr. Darrell Williams

U. T. San Antonio

President Wagener introduced:

Student Representative:

Mr. J. D. Metcalfe, President
Student Representative Assembly

U. T. Galveston Medical Branch

President Levin introduced:

Faculty Representative: Dr. Betty Williams, Assistant Professor of Pharmacology

Student Representative: Ms. Carmen Rocco, Third Year Medical Student

Other: George Bryan, M.D., Dean of the U.T. Galveston Medical School

U. T. Cancer Center

President LeMaistre introduced:

Faculty Representative: Dr. Ti Li Loo, Professor of Pharmacology

Student Representative: Mr. C. L. King, Predoctoral Fellow in Pharmacology

U. T. Health Center - Tyler

Director Hurst introduced:

Faculty Representative: Kenwyn G. Nelson, M.D., Chief of Surgery

RECESS FOR COMMITTEE MEETINGS.--The Board recessed for meetings of the Standing Committees.

RECONVENE -- When the committees had concluded their work 11:25 a.m. the Board reconvened in open meeting and Chairman Powell called for the committee reports.

REPORTS OF STANDING COMMITTEES

REPORT OF SYSTEM ADMINISTRATION COMMITTEE (Pages 24-31). -- The following report of the System Administration Committee was submitted by Committee Chairman Fly. He stated that the recommendations had been approved in open session and moved the adoption of the report. The report was adopted without objection.

Report

The System Administration Committee in open session this morning approved after discussion but without objection the following recommendations of the administration and submits them in this report to the U. T. Board of Regents for formal approval:

Budget Amendments

U. T. Arlington, U. T. Austin, U. T. El Paso, U. T. Health Science Center - Dallas (U. T. Southwestern Medical School - Dallas), U. T. Galveston Medical Branch (U. T. Galveston Medical School), U. T. Health Science Center - Houston (U. T. Medical School - Houston), and U. T. Health Science Center - San Antonio (U. T. Medical School - San Antonio): Amendments to 1980-81 Budget (9-B-81 and 10-B-81). --

It is recommended by the appropriate chief administrative officers, concurred in by U. T. System Administration, that their respective 1980-81 Operating Budget be amended as indicated on the pages set out below:

- The University of Texas at Arlington, Page 25
- The University of Texas at Austin, Page 25
- The University of Texas at El Paso, Page 26
- The University of Texas Health Science Center at Dallas (U. T. Southwestern Medical School - Dallas), Pages 26 - 28
- The University of Texas Medical Branch at Galveston (U. T. Galveston Medical School), Pages 28 - 31
- The University of Texas Health Science Center at Houston (U. T. Medical School - Houston), Page 31
- The University of Texas Health Science Center at San Antonio (U. T. Medical School - San Antonio), Page 31

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

THE UNIVERSITY OF TEXAS AT ARLINGTON

3153

1980-81 BUDGET

Item No.	Explanation	Present Rate	Proposed Rate	Effective Dates
	Office of Internal Auditor Director of Internal Audits			
9.	Bill E. Shupe Salary Rate Source of Funds: Departmental Salaries	\$ 23,122	\$ 27,522	3-1-81
	Auxiliary Enterprises - Intercollegiate Athletics - Basketball Basketball Coach			
10.	Robert C. LeGrand Source of Funds: Intercollegiate Athletics Salaries	\$ 23,648	\$ 27,500	4-1-81

THE UNIVERSITY OF TEXAS AT AUSTIN

1980-81 BUDGET

Item No.	Explanation	Present Rate	Proposed Rate	Effective Dates
	Bureau of Economic Geology Research Scientist			
149.	Robert J. Finley	\$ 26,906	\$ 30,000	3-1-81
150.	William E. Galloway	\$ 35,419	\$ 38,000	3-1-81
151.	Thomas C. Gustavson	\$ 31,635	\$ 35,000	3-1-81
	Research Scientist Associate IV			
152.	Thomas E. Ewing	\$ 23,352	\$ 26,700	3-1-81
153.	Martin P.A. Jackson	\$ 25,812	\$ 28,536	3-1-81
154.	Noel Tyler	\$ 23,352	\$ 26,700	3-1-81
	Research Scientist Associate III			
155.	William A. White	\$ 24,156	\$ 26,700	3-1-81
	Source of Funds (Items 149-155): Departmental Salaries and Contract and Grant Funds			
	Applied Research Laboratories Special Research Associate			
156.	Kenneth E. Hawker, Jr.	\$ 41,244	\$ 44,088	3-1-81
	Associate Director			
157.	William G. Foreman	\$ 29,638	\$ 33,000	3-1-81
	Source of Funds (Items 156 and 157): Government Contract Funds - Payroll Clearing Account			

THE UNIVERSITY OF TEXAS AT EL PASO

1980-81 BUDGET

Item No.	Explanation	Present Rate	Proposed Rate	Effective Dates
	Intercollegiate Athletics			
	Assistant Football Coach			
2.	Stephen J. Barrett	\$ 18,918	\$ 22,000	2-1-81
3.	Myers B. Parsons, Jr.	\$ 18,257	\$ 24,600	2-1-81
4.	Matthew D. Simon	\$ 11,110	\$ 16,000	2-1-81
5.	Dan W. Viola	\$ 12,612	\$ 16,000	2-1-81
	Source of Funds (Items 2-5): Intercollegiate Athletics Salaries			

THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT DALLAS

1980-81 BUDGET

Item No.	Explanation	Present Rate	Proposed Rate	Effective Dates
	<u>J.T. Southwestern Medical School - Dallas</u>			
	Internal Medicine; Kidney and Pancreatic Transplantation Unit			
	Professor			
47.	Pedro Stastny (Tenure)			
	Total Compensation	\$ 60,748	\$ 69,400	3-1-81
	Source of Funds:			
	State Funds - Internal Medicine Faculty Salaries (\$26,309)			
	- Kidney and Pancreatic Transplantation Unit			
	Administrative and Professional Salaries (\$22,091)			
	Other than State - NIH Grant Funds (\$21,000)			
	Internal Medicine			
	Associate Professor			
48.	David W. Bilheimer (Tenure)			
	Total Compensation	\$ 51,604	\$ 63,100	3-1-81
	Source of Funds:			
	State Funds - Internal Medicine Faculty Salaries (\$48,685)			
	Other than State - NIH Grant Funds (\$14,415)			
	Pharmacology; Internal Medicine			
	Assistant Professor of Pharmacology and Internal Medicine			
49.	Donald C. Brater			
	Total Compensation	\$ 43,932	\$ 50,000	3-1-81
	Source of Funds:			
	State Funds - Pharmacology Faculty Salaries (\$41,800)			
	Other than State - NIH Grant Funds (\$8,200)			
	Pathology			
	Professor and Chairman			
50.	Vernie A. Stembridge (Tenure)			
	Total Compensation	\$ 79,456	\$ 90,600	3-1-81
	Source of Funds:			
	State Funds - Pathology Faculty Salaries (\$65,163)			
	Other than State - Southwestern Medical Foundation (\$5,400)			
	- MSRDP Funds (\$19,762)			
	- DHHS Grant Funds (\$275)			

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

55

BUDGET

Item No.	Explanation	Present Rate	Proposed Rate	Effective Dates
	Pathology Professor			
51.	John H. Childers (Tenure) Total Compensation	\$ 70,832	\$ 75,000	3-1-81
	Source of Funds:			
	State Funds - Pathology Faculty Salaries (\$60,853)			
	Other than State - VA Contract Funds (\$7,383)			
	- Parkland Hospital - Pathology (\$2,102)			
	- MSRDP Funds (\$4,162)			
	Pathology Professor			
52.	Edwin H. Eigenbrodt (Tenure) Total Compensation	\$ 62,009	\$ 65,000	3-1-81
	Source of Funds:			
	State Funds - Pathology Faculty Salaries (\$44,142)			
	Other than State - VA Contract Funds (\$5,255)			
	- Parkland Hospital - Pathology (\$10,510)			
	- MSRDP Funds (\$5,093)			
	Pathology Associate Professor			
53.	Fred G. Silva (Tenure) Total Compensation	\$ 57,805	\$ 70,000	3-1-81
	Source of Funds:			
	State Funds - Pathology Faculty Salaries (\$56,228)			
	Other than State - Parkland Hospital - Pathology (\$1,577)			
	- MSRDP Funds (\$7,687)			
	- VA Contract Funds (\$4,508)			
	Pathology; GSBS - Biomedical Communications Assistant Professor			
54.	Wayne E. Taylor Total Compensation	\$ 49,397	\$ 62,000	3-1-81
	Source of Funds:			
	State Funds - Pathology Faculty Salaries (\$40,989)			
	- GSBS Biomedical Communications Faculty Salaries (\$3,048)			
	Other than State - VA Contract Funds (\$1,323)			
	- MSRDP Funds (\$16,640)			
	Radiology Professor			
55.	Thomas S. Curry, III (Tenure) Total Compensation	\$ 69,787	\$ 75,787	3-1-81
	Source of Funds:			
	State Funds - Radiology Faculty Salaries (\$44,142)			
	Other than State - Parkland Hospital-Radiology (\$8,408)			
	- MSRDP Funds (\$23,237)			
	Radiology Assistant Professor of Clinical Radiology			
56.	Robert Epstein Total Compensation	\$ 50,028	\$ 57,528	3-1-81
	Source of Funds:			
	State Funds - Radiology Faculty Salaries (\$44,773)			
	Other than State - Parkland Hospital-Radiology (\$5,255)			
	- MSRDP Funds (\$7,500)			

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

2756

1980-81 BUDGET

Item No.	Explanation	Present Rate	Proposed Rate	Effective Dates
	Radiology			
	Assistant Professor			
57.	Michael Landay			
	Total Compensation	\$ 50,028	\$ 57,528	3-1-81
	Source of Funds:			
	State Funds - Radiology Faculty Salaries (\$44,773)			
	Other than State - Parkland Hospital-Radiology (\$5,255)			
	- MSRDP Funds (\$7,500)			
	Radiology			
	Assistant Professor			
58.	Samuel E. Lewis			
	Total Compensation	\$ 62,430	\$ 73,430	3-1-81
	Source of Funds:			
	State Funds - Radiology Faculty Salaries (\$31,612)			
	Other than State - NIH Grant Funds (\$25,563)			
	- MSRDP Funds (\$11,000)			
	- Parkland Hospital-Radiology (\$5,255)			
	Surgery			
	Assistant Professor			
59.	John A. Weigelt			
	Total Compensation	\$ 57,070	\$ 72,100	3-1-81
	Source of Funds:			
	State Funds - Surgery Faculty Salaries (\$50,496)			
	Other than State - MSRDP Funds (\$21,604)			
	Surgery			
	Assistant Professor			
60.	George E. Bone			
	Total Compensation	\$ 64,111	\$ 79,100	3-1-81
	Source of Funds:			
	State Funds - Surgery Faculty Salaries (\$43,369)			
	Other than State - Paid Direct-VA Hospital (\$29,681)			
	- MSRDP Funds (\$6,050)			

THE UNIVERSITY OF TEXAS MEDICAL BRANCH AT GALVESTON

1980-81 BUDGET

Item No.	Explanation	Present Rate	Proposed Rate	Effective Dates
	<u>U.T. Galveston Medical School</u>			
	Anesthesiology			
	Assistant Professor			
22.	Jeff R. Gibson			
	Total Compensation	\$ 73,570	\$ 80,600	3-1-81
	Source of Funds:			
	State Funds - Anesthesiology Faculty Salaries (\$49,082)			
	Other than State - MSRDP Funds (\$31,518)			

THE UNIVERSITY OF TEXAS MEDICAL BRANCH AT GALVESTON
(Continued)

1980-81 BUDGET

Item No.	Explanation	Present Rate	Proposed Rate	Effective Date
23.	Anesthesiology Assistant Professor Daneshvari Solanki Total Compensation Source of Funds: State Funds - Anesthesiology Faculty Salaries (\$45,561) Other than State - MSRDP Funds (\$32,739)	\$ 68,315	\$ 78,300	3-1-81
24.	Anesthesiology Assistant Professor Harry K. Wallfisch Total Compensation Source of Funds: State Funds - Anesthesiology Faculty Salaries (\$50,816) Other than State - MSRDP Funds (\$32,884)	\$ 76,198	\$ 83,700	3-1-81
25.	Anesthesiology Professor Ray J. Nichols, Jr. (Tenure) Total Compensation Source of Funds: State Funds - Anesthesiology Faculty Salaries (\$64,318) Other than State - MSRDP Funds (\$39,182)	\$ 99,840	\$103,500	4-1-81
26.	Anesthesiology Assistant Professor of Clinical Anesthesiology Jacqueline P. Bottome Total Compensation Source of Funds: State Funds - Anesthesiology Faculty Salaries (\$43,327) Other than State - MSRDP Funds (\$31,373)	\$ 65,688	\$ 75,200	4-1-81
27.	Neurology Assistant Professor Bailey P. Delaney Total Compensation Source of Funds: State Funds - Neurology Faculty Salaries (\$36,785) Other than State - MSRDP Funds (\$16,565)	\$ 48,346	\$ 53,350	3-1-81
28.	Otolaryngology; Physiology and Biophysics Professor Manning J. Correia (Tenure) Total Compensation Source of Funds: State Funds - Otolaryngology Faculty Salaries (\$43,778) Other than State - Department of Defense Grant Funds (\$15,222)	\$ 51,504	\$ 59,000	4-1-81
29.	Pediatrics; Neurology Professor Gerald S. Golden (Tenure) Total Compensation Source of Funds: State Funds - Pediatrics Faculty Salaries (\$35,734) Other than State - DHEW Grant Funds (\$26,000) - MSRDP Funds (\$6,466)	\$ 64,111	\$ 68,200	3-1-81

THE UNIVERSITY OF TEXAS MEDICAL BRANCH AT GALVESTON
(Continued)

1980-81 BUDGET

Item No.	Explanation	Present Rate	Proposed Rate	Effective Rate
	Pediatrics: Human Biological Chemistry and Genetics			
	Associate Professor			
30.	Richard W. Furlanetto (Tenure)			
	Total Compensation	\$ 47,292	\$ 51,300	3-1-81
	Source of Funds:			
	State Funds - Pediatrics Faculty Salaries (\$47,292)			
	Other than State - The Hojahn Company Grant Funds (\$4,008)			
	Radiology			
	Associate Professor			
31.	Sanford A. Rubin			
	Total Compensation	\$ 72,172	\$ 76,500	3-1-81
	Source of Funds:			
	State Funds - Radiology Faculty Salaries (\$48,115)			
	Other than State - MSRDP Funds (\$28,385)			
	Radiology			
	Assistant Professor			
32.	Edward J. Depersio			
	Total Compensation	\$ 73,547	\$ 76,600	3-1-81
	Source of Funds:			
	State Funds - Radiology Faculty Salaries (\$49,031)			
	Other than State - MSRDP Funds (\$27,569)			
	Radiology			
	Assistant Professor			
33.	Carlos K. Hayden			
	Total Compensation	\$ 57,607	\$ 62,800	3-1-81
	Source of Funds:			
	State Funds - Radiology Faculty Salaries (\$38,404)			
	Other than State - MSRDP Funds (\$24,396)			
	Radiology			
	Assistant Professor			
34.	Rajendra Kumar			
	Total Compensation	\$ 61,289	\$ 68,975	3-1-81
	Source of Funds:			
	State Funds - Radiology Faculty Salaries (\$40,860)			
	Other than State - MSRDP Funds (\$28,115)			
	Surgery, Physiology and Biophysics			
	Professor and Chairman (Surgery)			
	Professor (Physiology and Biophysics)			
35.	James C. Thompson (Tenure)			
	Total Compensation	\$ 97,743	\$107,000	3-1-81
	Source of Funds:			
	State Funds - Surgery Faculty Salaries (\$65,162)			
	Other than State - MSRDP Funds (\$41,838)			
	Surgery			
	Robert Earl Cone Professor and Chief			
36.	Michael M. Warren (Tenure)			
	Total Compensation	\$ 85,548	\$ 90,550	4-1-81
	Source of Funds:			
	State Funds - Surgery Faculty Salaries (\$64,321)			
	Other than State - Robert Earl Cone Professorship Funds (\$8,229)			
	- MSRDP Funds (\$18,000)			

THE UNIVERSITY OF TEXAS MEDICAL BRANCH AT GALVESTON
(Continued)

1980-81 BUDGET

Item No.	Explanation	Present Rate	Proposed Rate	Effective Date
37.	Surgery; Emergency Room Associate Professor (Surgery), Medical Director (Emergency Room) Sally Abston (Tenure)			
	Total Compensation	\$ 83,028	\$ 89,000	4-1-81
	Source of Funds:			
	State Funds - Surgery Faculty Salaries (\$27,678)			
	- Emergency Room Non-Teaching Salaries (\$27,678)			
	Other than State - MSRDP Funds (\$33,644)			

THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT HOUSTON

1980-81 BUDGET

Item No.	Explanation	Present Rate	Proposed Rate	Effective Dates
	<u>U.T. Medical School - Houston</u>			
49.	Surgery - General Assistant Professor David Beesinger			
	Total Compensation	\$ 65,057	\$ 72,000	3-1-81
	Source of Funds:			
	State Funds - Surgery-General Faculty Salaries (\$45,920)			
	Other than State - MSRDP Funds (\$26,080)			

THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT SAN ANTONIO

1980-81 BUDGET

Item No.	Explanation	Present Rate	Proposed Rate	Effective Dates
	<u>U.T. Medical School - San Antonio</u>			
52.	Surgery Professor Howard M. Radwin (Tenure)			
	Total Compensation	\$ 90,396	\$ 96,696	4-1-81
	Source of Funds:			
	State Funds - Surgery Faculty Salaries (\$58,860)			
	Other than State - MSRDP Funds (\$37,836)			

REPORT OF ACADEMIC AND DEVELOPMENTAL AFFAIRS COMMITTEE (Pages 32 - 44). -- Committee Chairman (Mrs.) Blumberg stated that all matters of the Academic and Developmental Affairs Committee were considered in open session and the recommendations had been approved without objection unless otherwise indicated. She filed the following report. There being no objection, the report was adopted:

- 1. U. T. System: Docket No. 17 of the Chancellor of the System (Attachment No. 1)(Catalog Change). -- Committee Chairman Blumberg reported that no exception had been received to Docket No. 17 of the Chancellor of the System. At the meeting no objections were offered during the consideration of the Docket, and the Docket was unanimously approved in the form distributed by the Secretary. It is attached (Attachment No. 1) following Page 136 and made a part of these Minutes.

FILE NO. 0
DOCUMENT ---
REMARKS ---

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

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

- 2. U. T. Arlington: Dr. Eirik G. Furubotn Appointed First Holder of the Eunice and James L. West Chair of Private Enterprise and Entrepreneurship in the College of Business Administration for the Period September 1, 1981 to August 31, 1982. -- Unanimous approval was given to appoint Dr. Eirik G. Furubotn the first holder of the Eunice and James L. West Chair of Private Enterprise and Entrepreneurship in the College of Business Administration at The University of Texas at Arlington for the period September 1, 1981 to August 31, 1982. It was reported that Dr. Furubotn's salary would be supplemented with a stipend from the endowment's income.

FILE NO. 1000
DOCUMENT ---
REMARKS ---

Dr. Furubotn, who is a distinguished economics scholar, is currently a Professor of Economics at Texas A&M University and will be a visiting professor at U. T. Arlington during the period of appointment.

- 3. U. T. Austin: Approval of Special Private Fund Development Campaigns for the Texas Union and the Faculty Center (Walter Webb Hall) (Regents' Rules and Regulations, Part One, Chapter VII, Section 2.44) and Naming of Facilities Other Than Buildings as a Part Thereof (Regents' Rules and Regulations, Part One, Chapter VIII, Section 1). Without objection and in accordance with the Regents' Rules and Regulations, Part One, Chapter VII, Section 2.44, approval was given to special private fund development campaigns for the Texas Union and the Faculty Center (Walter Webb Hall) at The University of Texas at Austin and to the naming of facilities other than buildings as a part thereof pursuant to Section 1 of Chapter VIII of Part One of the Regents' Rules and Regulations.

B
FILE NO. 11
DOCUMENT ---
REMARKS ---

The funds raised by the campaigns will be used to establish current and endowment accounts for the benefit of the Texas Union and the Faculty Center (Walter Webb Hall).

4. U. T. Austin: Appointments to Endowed Positions in (a) Lyndon B. Johnson School of Public Affairs, (b) College of Engineering and (c) School of Law (Effective September 1, 1981). -- By separate motions and without objection, approval was given to appoint the following at The University of Texas at Austin effective September 1, 1981, with the understanding that the professors would vacate any currently held endowed positions on the effective date of the new appointments:

- a. Mr. Alan F. Neidle, formerly the Deputy Assistant Director of the Multilateral Affairs Bureau of the Arms Control and Disarmament Agency, to the Distinguished Visiting Tom Slick Professorship of World Peace in the Lyndon B. Johnson School of Public Affairs for the 1981-82 academic year

FILE NO. 1000
DOCUMENT
REMARKS

This appointment was made in accordance with selection procedures as outlined in the Tom Slick Memorial Trust Agreement of July 21, 1972.

- b. Dr. David W. Fowler, Professor of Civil Engineering, to the T. U. Taylor Professorship in Engineering

FILE NO. 1000
DOCUMENT
REMARKS

- c. Dr. Robert S. Schechter, Professor of Chemical Engineering and Petroleum Engineering and Ernest Cockrell, Jr. Memorial Professor, the first holder of The Dula and Ernest Cockrell, Sr. Chair in Engineering

FILE NO. 1000
DOCUMENT
REMARKS

- d. Dr. John E. Breen, Professor of Civil Engineering and John J. McKetta Professor of Energy, the first holder of The Carol Cockrell Curran Chair in Engineering

FILE NO. 1000
DOCUMENT
REMARKS

- e. Dr. J. Parker Lamb, Professor of Mechanical Engineering, to the Ernest Cockrell, Jr. Memorial Professorship in Engineering

FILE NO. 1000
DOCUMENT
REMARKS

- f. Dr. Clyde E. Lee, Professor of Civil Engineering, the first holder of the Phil M. Ferguson Professorship in Civil Engineering

FILE NO. 1000
DOCUMENT
REMARKS

- g. Dr. Edward J. Powers, Jr., Professor of Electrical Engineering, the first holder of the B. N. Gafford Professorship in Electrical Engineering

FILE NO. 1000
DOCUMENT
REMARKS

- h. Dr. Royal E. Collins, Professor of Petroleum Engineering, the first holder of the Frank W. Jessen Professorship in Petroleum Engineering

FILE NO. 1000
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REMARKS

- i. Dr. Harris L. Marcus, Professor of Mechanical Engineering, the first holder of the Harry L. Kent, Jr. Professorship in Mechanical Engineering

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REMARKS

- j. Dr. Lymon C. Reese, Professor of Civil Engineering and T. U. Taylor Professor, the first holder of the Nasser I. Al-Rashid Chair in Civil Engineering

FILE NO. 1000
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REMARKS

- k. Dr. Thomas W. Kennedy, Professor of Civil Engineering, the first holder of the Engineering Foundation Professorship

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REMARKS

- l. Dr. James R. Brock, Professor of Chemical Engineering, the first holder of the Kenneth A. Kobe Professorship in Chemical Engineering FILE NO. 1000 DOCUMENT REMARKS
 - m. Dr. Ben H. Caudle, Professor of Petroleum Engineering, the first holder of the B. J. Lancaster Professorship in Petroleum Engineering FILE NO. 1000 DOCUMENT REMARKS
 - n. Dr. J. K. Aggarwal, Professor of Electrical Engineering, to the John J. McKetta Energy Professorship in Engineering FILE NO. 1000 DOCUMENT REMARKS
 - o. Dr. John J. Bertin, Professor of Aerospace Engineering and Engineering Mechanics, the first holder of the Bettie Margaret Smith Professorship in Engineering FILE NO. 1000 DOCUMENT REMARKS
 - p. Dr. Hugo Steinfink, Professor of Chemical Engineering, the first holder of the Jewel McAlister Smith Professorship in Engineering FILE NO. 1000 DOCUMENT REMARKS
 - q. Mr. David B. Filvaroff, Professor in the School of Law, to the William Benjamin Wynne Professorship in Law for the 1981-82 academic year only FILE NO. 1000 DOCUMENT REMARKS
 - r. Mr. George E. Dix, Professor in the School of Law and Charles Tilford McCormick Professor in Law, to the Vinson & Elkins Professorship in Law FILE NO. 1000 DOCUMENT REMARKS
 - s. Mr. Robert O. Dawson, Professor in the School of Law and the William Benjamin Wynne Professor in Law, to the Judge Benjamin Harrison Powell Professorship in Law FILE NO. 1000 DOCUMENT REMARKS
 - t. Mr. Lucas A. Powe, Jr., Professor in the School of Law, to the Charles Tilford McCormick Professorship in Law FILE NO. 1000 DOCUMENT REMARKS
 - u. Mr. John A. Robertson, Visiting Professor in the School of Law, to the Fulbright & Jaworski Professorship in Law for the 1981-82 academic year only FILE NO. 1000 DOCUMENT REMARKS
 - v. Mr. Stanley M. Johanson, Professor in the School of Law, to the Bryant Smith Chair in Law FILE NO. 1000 DOCUMENT REMARKS
 - w. Mr. Robert W. Hamilton, Professor in the School of Law and Vinson & Elkins Professor in Law, the first holder of the Benno C. Schmidt Chair of Business Law FILE NO. 1000 DOCUMENT REMARKS
 - x. Mr. Russell J. Weintraub, Professor in the School of Law and current holder of the Bryant Smith Chair in Law, to The John Connally Chair in Law FILE NO. 1000 DOCUMENT REMARKS
5. U. T. Austin: Approval of Interim Undergraduate Admissions Policy Effective Fall Semester 1982; Commendation to President Flawn -- Without objection, the Academic and Developmental Affairs Committee approved an interim undergraduate admissions policy for The University of Texas at Austin effective Fall Semester 1982. The specific components of the policy are: (2) 11 FILE NO. 1000 DOCUMENT REMARKS
- a. Admit all Texas resident freshman applicants in the top 25% of their high school class irrespective of SAT or ACT scores. All applicants will be required to submit an SAT or ACT score for evaluation purposes.

- b. Admit all Texas resident freshman applicants with SAT scores of 1100 or greater or ACT scores of 27 or greater irrespective of standing in high school class. The President has the authority to raise these required scores if he or she deems it necessary.
- c. Admit all nonresident freshman applicants in the top 25% of their high school class with a minimum SAT score of 1100 or minimum ACT score of 27 as permitted under State law. The President has the authority to raise these required scores if he or she deems it necessary.
- d. Admit all holders of bona fide U. T. Austin scholarships designated by the President.
- e. Admit all resident and nonresident transfer students with fewer than 54 semester credit hours and a minimum grade point average of 3.00; admit all resident and nonresident transfer students with 54 semester credit hours or more and a minimum 2.50 grade point average. Transfer students with less than 30 hours will be required to meet the same criteria as new freshman students.
- f. Retain the Provisional Admission Program unchanged.
- g. Advance the application deadline for all seeking admission or readmission from July 1 to June 1. The President has the authority to modify this deadline as circumstances require.
- h. With the approval of the U. T. Board of Regents, individual schools and colleges may institute higher admission requirements where limitations on faculty and facilities do not permit the acceptance of all qualified applicants. In such cases, priority will be given to the applicants with the higher overall academic achievement and potential and earlier date of application.

It was pointed out that this new policy would (a) stabilize enrollment at about 45,000 to 46,000 students (of which about 35,000 to 36,000 will be undergraduate students) by maintaining the enrollment of new freshman students at a level of about 5,000 annually and of new undergraduate transfer students at a level of about 3,000 annually, (b) increase the academic quality of the student body, and (c) increase access to the University for qualified Texas resident minority students through acceptance of all students in the top 25 percent of their high school graduating class without regard to test scores.

Regent Rhodes congratulated President Flawn on having taken this stand and expressed the hope that if he needed to do so he would not hesitate to raise these SAT requirements. Regent Richards joined Regent Rhodes in this statement, and Committee Chairman Blumberg indicated that she was in complete agreement.

6. U. T. Austin: Approval of Seat Option Plan for Memorial Stadium for 1982-85 and Establishment of the Longhorn Scholarship Fund. -- The Administration called to the attention of the Regents that the option seat plan for Memorial Stadium at The University of Texas at Austin expired in 1979; however, it had been continued through 1981.

202
FILE NO. 1000
DOCUMENT
REMARKS

In order to provide funding for scholarship assistance to student athletes and for other program and facility expenditures in furtherance of intercollegiate athletic programs at U. T. Austin and to provide an equitable plan for assignment of desirable seating at home football games, President Flawn and Chancellor Walker recommended:

- a. That a new option seat plan for Memorial Stadium be established for the four-year period 1982-85, with the understanding that the maximum number of seat options available will be determined by the President upon recommendation of the Men's Intercollegiate Athletics Council
- b. That the Longhorn Scholarship Fund for student athletes be established from the receipts of the seat option donations.

Without objection, the Academic and Developmental Affairs Committee approved the following option seat plan for Memorial Stadium for 1982-85 with authorization to implement the plan immediately:

Option Seats to be Offered for Purchase

<u>Location</u>	<u>No. of Seats</u>	<u>Option Cost</u>	<u>Revenue</u>
Group A (red on diagram)			
Lower Deck	2,572		
Upper Deck	1,020		
Subtotal	3,592	\$800	\$2,873,600
Group B (yellow on diagram)			
Lower Deck	2,776		
Upper Deck	1,020		
Subtotal	3,796	\$400	\$ 518,400
Group C (blue on diagram)			
Lower Deck	1,064		
Upper Deck	1,530		
Subtotal	2,594	\$200	\$ 518,800
Group D (green on diagram)			
Upper Deck	952	\$100	\$ 95,200
TOTAL	10,934		\$5,006,000

See Pages 38-40 for diagrams.

All of the option seats have backs and those in the upper deck have backs and arms. Option categories are based on sight-lines and height as well as yard-line location. The seats included in the several areas are not exactly the same as those included in the 1969-81 option seat program.

The seats shall be purchased by a deadline date to be set forth in the materials announcing this plan.

If options remain unallocated after the deadline for subscribing to the new option program, present and new option holders will have top priority for additional seat options.

During the four-year term of the options, they may be considered as part of the estate of the original option holders. If after 1985 the plan is renewed or revised, renewal priorities would go to the option holder or option holder's spouse.

Priorities for Purchase of Seat Options

a. Present Option Seat Holders

Present option holders will be entitled to donate to acquire the same number of new options as they now hold; however, the seats may not be exactly the same as those they presently hold.

b. New Option Seat Holders

New option holders will be limited to the purchase of four options and will be eligible to purchase according to the following priorities:

- (1) U. T. Austin faculty and staff members
- (2) Members of the Texas Longhorn Education Foundation
- (3) Members of The Chancellor's Council of The University of Texas System and the President's Associates of The University of Texas at Austin
- (4) Former U. T. Austin varsity athletes
- (5) Members of the U. T. Austin Century Club
- (6) Members of the Ex-Students' Association and the Longhorn Club
- (7) Others desiring to participate

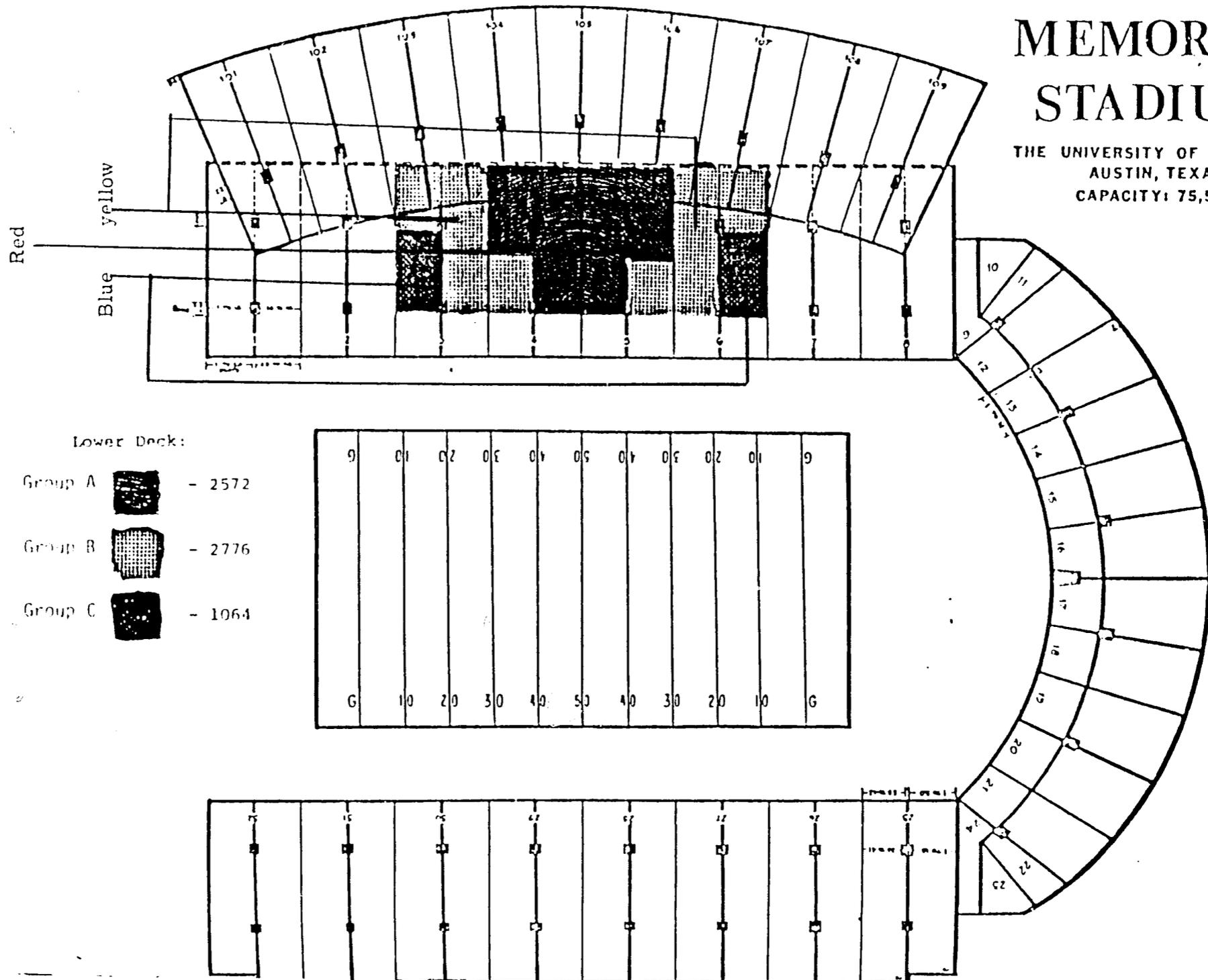
The Committee further approved the establishment of the Longhorn Scholarship Fund for student athletes at U. T. Austin with the understanding that:

- a. All moneys received from the seat option donations will be placed in the Fund.
- b. All income from the Fund will be used primarily for scholarships for student athletes but with the approval of the institutional president and the Chancellor may be reinvested in the Fund or used for other purposes related to intercollegiate athletics at U. T. Austin.
- c. The corpus of the Fund may, at the discretion of the Board of Regents, be used in whole or in part to support programs and facilities development directly related to intercollegiate athletic programs at U. T. Austin.

2765

MEMORIAL STADIUM

THE UNIVERSITY OF TEXAS
AUSTIN, TEXAS
CAPACITY: 75,518



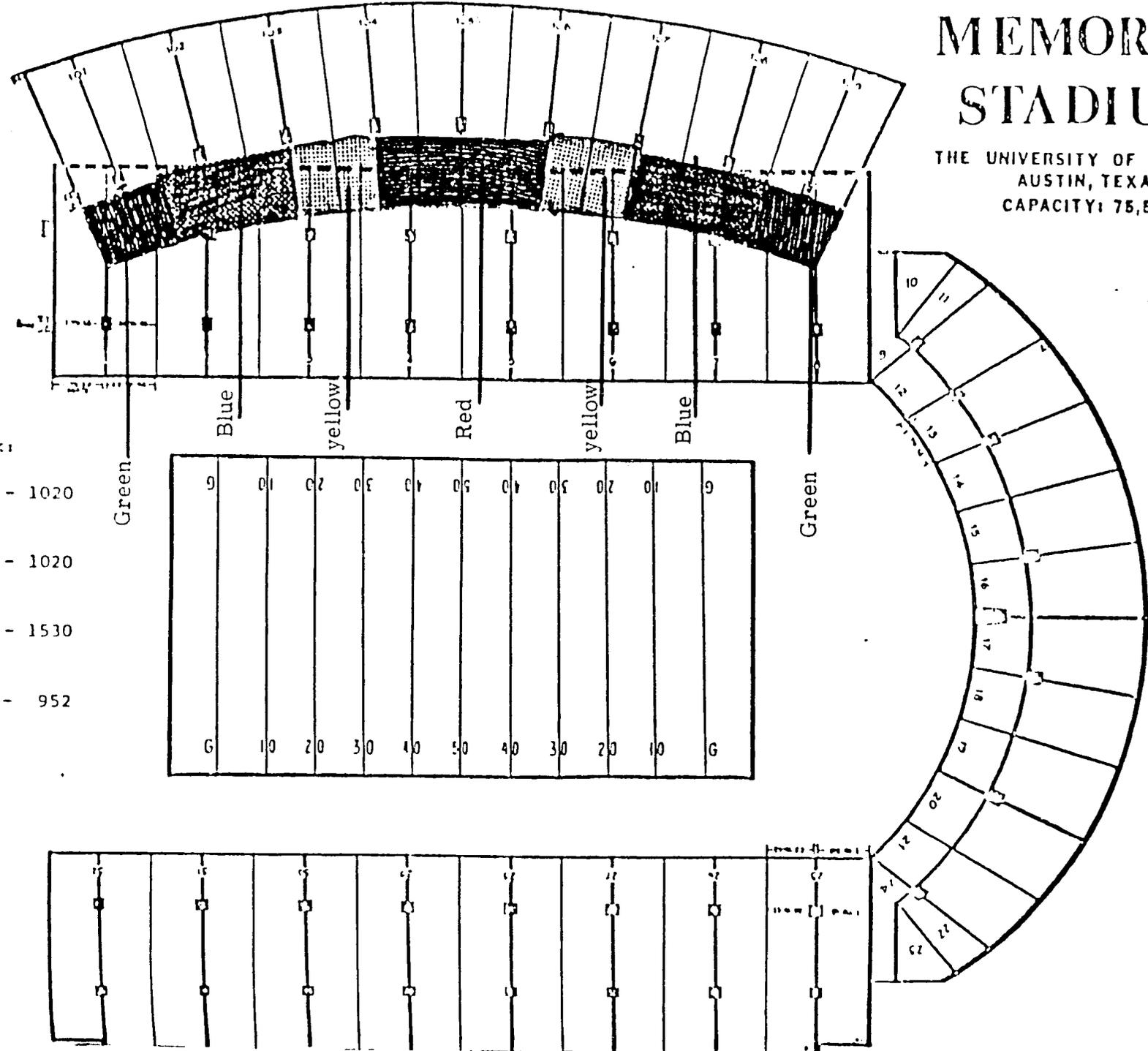
Lower Deck:

- Group A - 2572
- Group B - 2776
- Group C - 1064

2962

MEMORIAL STADIUM

THE UNIVERSITY OF TEXAS
AUSTIN, TEXAS
CAPACITY: 75,518



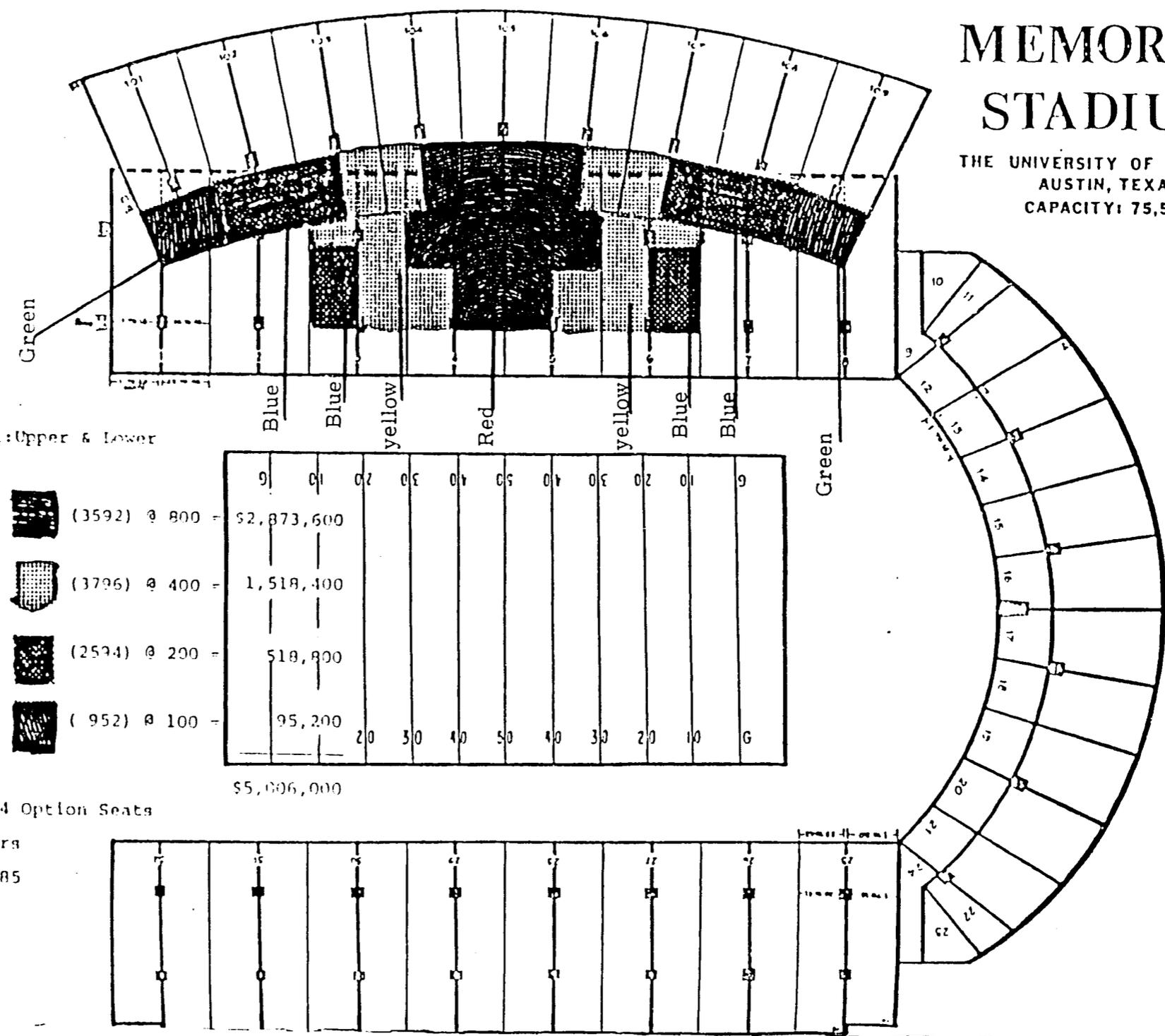
Upper Deck:

- Group A - 1020
- Group B - 1020
- Group C - 1530
- Group D - 952

1988

MEMORIAL STADIUM

THE UNIVERSITY OF TEXAS
AUSTIN, TEXAS
CAPACITY: 75,518



Total: Upper & Lower

Group A	(3592) @ 800 =	\$2,873,600
Group B	(3796) @ 400 =	1,518,400
Group C	(2594) @ 200 =	518,800
Group D	(952) @ 100 =	95,200

9	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23
6	10	20	30	40	50	40	30	20	10	6													
		20	30	40	50	40	30	20	10														

\$5,006,000

10,934 Option Seats
4 Years
1982-85

7. U. T. Austin - College of Natural Sciences Foundation Advisory Council: Acceptance of Membership. -- On February 13, 1981, Denton A. Cooley, M.D., of Houston, Texas, was approved for membership on The University of Texas at Austin College of Natural Sciences Foundation Advisory Council for a term to expire on August 31, 1983. Dr. Cooley's acceptance of membership is herewith reported for the record.
- FILE NO. 11
DOCUMENT
REMARKS

8. U. T. Austin (U. T. McDonald Observatory): Approval of Letter of Agreement with Rotan Mosle Investment Services Regarding Funding for 300-Inch Telescope. -- Approval was given without objection to the letter of agreement between The University of Texas at Austin and Rotan Mosle Investment Services whereby Rotan Mosle Inc. will seek to interest Schlumberger, Ltd., in providing all or a significant portion of the funding for the 300-inch telescope at The University of Texas at Austin McDonald Observatory at Mount Locke. The agreement entitles Rotan Mosle Inc. to a fee of one percent of the total funds committed by Schlumberger, Ltd., and the fee is payable by the University if not paid by Schlumberger, Ltd.
- Telescope
407
FILE NO. 11
DOCUMENT
REMARKS

The acceptance of any gifts resulting from the letter of agreement and the approval of any conditions related to the gifts will be subject to Regental action at a later date.

9. U. T. Dallas: Amendment No. 2 to the Constitution of the Student Congress (Article I, Subarticle A, Section 1). -- President Jordan submitted an amendment to the Constitution of the Student Congress at The University of Texas at Dallas (approved April 28, 1975) which had been adopted by the student body in the April 1981 regular spring elections. Without objection, Amendment No. 2 to the Constitution of the Student Congress at U. T. Dallas was approved whereby Section 1 of Subarticle A of Article I was amended to read as follows:
- FILE NO. 12
DOCUMENT
REMARKS

Section 1. Composition

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

10. U. T. El Paso: Increase in Student Services Fee (Required) Effective Fall Semester 1981 (Catalog Change). -- Without objection, the Student Services Fee (Required) at The University of Texas at El Paso was increased from \$2.50 per semester credit hour with a maximum of \$30.00 to \$4.00 per semester credit hour with a maximum of \$48.00 effective with the Fall Semester 1981. This increase is to be allocated to the various student services at U. T. El Paso.
- (2) 13
FILE NO.
DOCUMENT
REMARKS

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

11. U. T. El Paso: Approval to Name Seminar Room in Benedict Hall the "Thomas I. Cook Seminar Room" (Regents' Rules and Regulations, Part One, Chapter VIII, Section 1.2). -- In accordance with Section 1.2 of Chapter VIII of Part One of the Regents' Rules and Regulations and without objection, a seminar room (Room 205) in Benedict Hall (Department of Political Science Building) at The University of Texas at El Paso was named the "Thomas I. Cook Seminar Room" in memory of Dr. Thomas I. Cook, H. Y. Benedict Professor of Political Science, who died in 1976.
- Naming of Facilities
B
FILE NO. 20
DOCUMENT
REMARKS

Based on Model for Non-Health Programs

12. U. T. El Paso: Affiliation Agreements with (a) Cummins Rio Grande, Inc., El Paso, Texas; (b) Southwestern Community House, El Paso, Texas; (c) St. Margaret's Center for Children, El Paso, Texas; (d) Social Security Administration, El Paso, Texas; and (e) Texas Department of Human Resources, El Paso, Texas.--Without objection, approval was given to affiliation agreements by and between The University of Texas at El Paso and the following facilities. The agreements had been executed by the appropriate officials of the institution and facility on the dates indicated below to be effective upon approval by the U. T. Board of Regents.

FILE NO. 400
DOCUMENT
REMARKS

<u>Facility</u>	<u>Agreement Executed</u>
a. Cummins Rio Grande, Inc. El Paso, Texas	February 11, 1981
This agreement will provide training opportunities for students in U. T. El Paso's mass communications program.	
b. Southwestern Community House El Paso, Texas	March 31, 1981
c. St. Margaret's Center for Children El Paso, Texas	April 1, 1981
d. Social Security Administration El Paso, Texas	April 6, 1981
e. Texas Department of Human Resources El Paso, Texas	April 27, 1981

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

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

13. U. T. Permian Basin: Increase in Student Services Fee (Required) Effective Fall Semester 1981 (Catalog Change), --Without objection, the Student Services Fee (Required) at The University of Texas of the Permian Basin was increased from \$2.50 per semester credit hour with a maximum of \$30.00 to \$4.50 per semester credit hour with a maximum of \$54.00 for each long-term semester and summer session effective with the Fall Semester 1981. This increase is to be allocated to the various student services at U. T. Permian Basin.

(2) 14
FILE NO.
DOCUMENT
REMARKS

It was pointed out that this is the first increase in the fee since it was established in 1973 and that the Student Senate of the U. T. Permian Basin had recommended an increase to \$6.00 per semester credit hour with a maximum of \$54.00.

It was ordered that the next appropriate catalog published at U. T. Permian Basin be amended to conform.

- 14. U. T. San Antonio: Approval to Add Two Classifications of Membership Within Associates for Private Fund Development Purposes. -- In order to provide the flexibility needed to involve a broader range of support and generally enhance the potential for private fund development, approval was given without objection to add the following two classifications of membership within "The University of Texas at San Antonio Associates" program:

FILE NO. 15
DOCUMENT _____
REMARKS _____

Sustaining Associate Membership which would require an annual gift of \$1,000 or more, and

President's Council Membership which would require an annual gift of \$2,500 or more.

- 15. U. T. Arlington, U. T. Austin, U. T. Dallas, U. T. El Paso, U. T. Permian Basin, U. T. San Antonio, U. T. Tyler and U. T. Institute of Texan Cultures: Nominees to Development Boards and Advisory Councils. -- Nominees to the development boards and advisory councils (listed below) of the general academic institutions of The University of Texas System were designated for the present vacancies and for those occurring on August 31, 1981.

With reference to the membership of each organization, Committee Chairman Blumberg called attention to the first item in the Committee of the Whole providing for an amendment to the Regents' Rules and Regulations to eliminate the limitation of membership on the development boards and advisory councils to 25. (See Page 110 for approval by the Committee of the Whole of this proposed amendment.)

Regent Powell suggested that each Regent submit to the appropriate chief administrative officer any names that he/she wished considered for membership on the development boards and advisory councils when a vacancy occurs or when a term expires.

The names of those accepting will be reported to the U. T. Board of Regents at a subsequent meeting.

- a. The University of Texas at Arlington

Development Board
Graduate School of Social Work Advisory Council
College of Business Administration Advisory Council
School of Nursing Advisory Council

(4)
FILE NO. 10
DOCUMENT _____
REMARKS _____

- b. The University of Texas at Austin

Development Board
School of Architecture Foundation Advisory Council
College of Business Administration Foundation Advisory Council
College of Communication Foundation Advisory Council
College of Education Foundation Advisory Council
College of Engineering Foundation Advisory Council
College of Fine Arts Foundation Advisory Council
Geology Foundation Advisory Council
Graduate School Foundation Advisory Council
Graduate School of Library and Information Science Foundation Advisory Council

(18)
FILE NO. 11
DOCUMENT _____
REMARKS _____

College of Liberal Arts Foundation Advisory Council
College of Natural Sciences Foundation Advisory Council
Pharmaceutical Foundation Advisory Council
School of Social Work Foundation Advisory Council
Marine Science Institute Advisory Council
McDonald Observatory and Department of Astronomy
Advisory Council
School of Nursing Advisory Council

c. The University of Texas at Dallas

Development Board
School of Management and Administration Advisory Council
Callier Center for Communication Disorders Advisory
Council
School of General Studies Advisory Council
School of Arts and Humanities Advisory Council
School of Social Sciences Advisory Council

(6) 12
FILE NO. _____
DOCUMENT _____
REMARKS _____

d. The University of Texas at El Paso

Development Board

13
FILE NO. _____
DOCUMENT _____
REMARKS _____

e. The University of Texas of the Permian Basin

Development Board

14
FILE NO. _____
DOCUMENT _____
REMARKS _____

f. The University of Texas at San Antonio

Development Board
College of Business Advisory Council

(2) 15
FILE NO. _____
DOCUMENT _____
REMARKS _____

g. The University of Texas at Tyler

Development Board

24
FILE NO. _____
DOCUMENT _____
REMARKS _____

h. The University of Texas Institute of Texan Cultures at San Antonio

Development Board

23
FILE NO. _____
DOCUMENT _____
REMARKS _____

REPORT OF BUILDINGS AND GROUNDS COMMITTEE (Pages 45 - 73a) --
Committee Chairman Richards filed the following report of the Buildings and
 Grounds Committee stating that all actions had been taken in open session
 and that all were approved unanimously unless otherwise indicated. The
 report was adopted without objection:

Report

Central Heating + Cooling Plant

1. U. T. Arlington - Thermal Energy Plant (Central Campus) and
 Utilities Distribution System - Modifications to Existing Plant:
 Award of Contract to Beals Mechanical Contractors, Inc., Fort
 Worth, Texas. --After reviewing the tabulation of bids received
 for the Modifications to the Thermal Energy Plant (Central
 Campus) at The University of Texas at Arlington, the Buildings
 and Grounds Committee without objection:

FILE NO. 200
 DOCUMENT
 REMARKS →

- a. Awarded the construction contract for the Modifications
 to the Thermal Energy Plant (Central Campus) to the
 lowest responsible bidder, Beals Mechanical Contractors,
 Inc., Fort Worth, Texas, as follows:

Base Bid	\$242,650
Additive Alternates:	
No. 1 (Electric Metering)	2,098
No. 2 (Relocate Condensate Pump)	12,480
No. 3 (Three Exhaust Fans)	13,070
No. 4 (Repair Existing Ceramic Cooling Towers)	<u>39,550</u>
 Total Contract Award	 <u><u>\$309,848</u></u>

- b. Authorized a total project cost of \$675,000 (which includes
 \$193,855 for the 1150-ton refrigeration machine) to cover
 the building construction contract award, equipment, air
 balancing, landscaping, fees and related project expenses
 within previously appropriated funds

FILE NO. 200
 DOCUMENT
 REMARKS →

2. U. T. Austin - Education Building - Remodeling for the Graduate
 School of Library and Information Science: Award of Contract to Division
 Products, Inc., Lewisville, Texas, and Additional Appropriation
 Therefor. --The Buildings and Grounds Committee reviewed the tabu-
 lation of bids received for the Education Building - Remodeling for the
 Graduate School of Library and Information Science at The University
 of Texas at Austin. Following this review and without objection, the
 Committee:

- a. Awarded the construction contract for the Education Building -
 Remodeling for the Graduate School of Library and Informa-
 tion Science to the lowest responsible bidder, Division
 Products, Inc., Lewisville, Texas, in the amount of \$343,404
- b. Authorized a revised total project cost of \$550,415 to cover
 the building construction contract award, movable furnishings
 and equipment, fees and related project expenses
- c. Appropriated additional funds in the amount of \$480,415
 from Available University Fund to provide for the total

project cost (\$70,000 had been previously appropriated - \$30,000 from Permanent University Fund Bond proceeds for the feasibility study including fees and related expenses and \$40,000 from Available University Fund for fees and related project expenses through completion of final plans.)

It was noted that the revised total project cost of \$550,415 was below the previous estimate of \$791,280.

FILE NO. 200
DOCUMENT V
REMARKS —

3. U. T. Austin - Education Building - Remodeling for the Graduate School of Library and Information Science: Award of Contract for Furniture and Furnishings to Abel Contract Furniture & Equipment Co., Inc., Austin, Texas. -- The Buildings and Grounds Committee having approved the award of the construction contract for the Remodeling of the Education Building for the Graduate School of Library and Information Science at The University of Texas at Austin next considered an award of contract for the furniture and furnishings for this project. Since there was only one bid received for this furniture and it was less than the estimated cost of \$131,473, the Buildings and Grounds Committee awarded the contract for the furniture and furnishings to the sole responsible bidder, Abel Contract Furniture & Equipment Co., Inc., Austin, Texas, as follows:

Base Proposal "A" (General Office Furniture)	\$ 97,731.29
Add Alternate "A-1" (Lounge Furniture)	8,174.92
Add Alternate "A-2" (Additional Desks)	<u>8,945.95</u>
Total Contract Award	<u>\$114,852.16</u>

FILE NO. 200
DOCUMENT —
REMARKS —

4. U. T. Austin - Addition and Renovation of Existing Pharmacy Building: Rejection of Bid for Furniture and Furnishings. -- Due to the fact that only one bid for one package of equipment out of three packages requested was received for the furniture and furnishings for the Addition and Renovation of the Existing Pharmacy Building at The University of Texas at Austin, President Flawn and Chancellor Walker recommended that the Buildings and Grounds Committee reject the sole source bid received for educational television monitors. The Buildings and Grounds Committee without objection approved this recommendation. The Office of Facilities Planning and Construction will re-advertise for bids which will be presented to the Board for consideration at a future meeting.
5. U. T. Austin - Sid Richardson Hall Roof Repairs: Authorization (a) for Project; (b) to Complete Plans and Specifications, Advertise for Bids and Award Contract by U. T. Austin Administration; and (c) for Appropriation Therefor. -- In view of the fact that numerous leaks have occurred over the entire roof area of Sid Richardson Hall at The University of Texas at Austin, the Buildings and Grounds Committee without objection:
- Authorized roof repairs to Sid Richardson Hall at an estimated total project cost of \$130,000
 - Authorized completion of plans and specifications, bid advertisement and award of contract by the U. T. Austin Administration

FILE NO. 200
DOCUMENT —
REMARKS —

- c. Appropriated \$130,000 from Permanent University Fund Bond proceeds for total project funding

It was noted that the specifications for the work and administration of the contract will be handled by the U. T. Austin Physical Plant Department.

Architecture, School of

- 6. U. T. Austin - Sutton Hall - Renovation (School of Architecture) - Facilities Improvements: (a) Abel Contract Furniture & Equipment Co., Inc., Austin, Texas. Excused from Its Bid for Base Proposal "D" and (b) Award of Contracts for Furniture and Furnishings to Rockford Business Interiors, Austin, Texas; Business Products and Services, Inc., El Paso, Texas; The Office Company, Austin, Texas; Clegg Austin, A Division of Marshall Clegg Associates, Austin, Texas; and Abel Contract Furniture & Equipment Co., Inc., Austin, Texas. --System Administration presented the following comments concerning the furniture and furnishings for Sutton Hall - Renovation (School of Architecture) - Facilities Improvements at The University of Texas at Austin:

FILE NO. 200
DOCUMENT
REMARKS

"In regard to Alternate Proposal 'B-1', Base Proposal 'B' was selected in lieu of Alternate 'B-1'. Superior quality chairs were desired and were specified in Base Proposal 'B'. A lesser quality chair was also specified by way of the Alternate 'B-1' Proposal, in the event the superior chairs in Proposal 'B' needed to be rejected for budgetary reasons.

"In regard to Proposal 'D', immediately after the bid opening Mr. Lee Munson, representing Abel Contract Furniture & Equipment Co., Inc., alleged an error in his bid for Proposal 'D', Lounge Furniture. He made available his bid take-off and calculations for the bid in question. It was abundantly clear that he had multiplied together two wrong numbers in arriving at his bid price for 40 tables. If he had multiplied correctly, his bid price for Proposal 'D' would have been \$27,782.00, which would not have been the lowest bid for the package. Abel Contract Furniture & Equipment Co., Inc., has requested that it be excused from its bid for Proposal 'D'.

"In regard to Proposal 'E', The Office Company used the original Proposal Form, and not the Revised Proposal Form which was dated 5/6/81. However, The Office Company asserts that the total sum of the proposal is correct, and that it will provide the correct quantity of furniture items as required in the revised Proposal Form of 5/6/81."

After reviewing these comments and the tabulation of bids received, the Buildings and Grounds Committee without objection:

- a. Excused Abel Contract Furniture & Equipment Co., Inc., Austin, Texas, from its bid for Base Proposal "D"

b. Awarded contracts to the lowest responsible bidders as follows:

✓ Rockford Business Interiors,
Austin, Texas

Base Proposal "A" (General Office Furniture)	\$16,857.60
(Add Alternate "A-1" (Task Lighting)	9,489.56

Base Proposal "C" (Wood Desks)	44,101.61
(Add Alternate "C-1" (Additional Wood Desks)	<u>7,942.65</u>

Total Contract Award to Rockford Business Interiors	\$78,391.42
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✓ Business Products and Services, Inc.,
El Paso, Texas

Base Proposal "B" (Faculty Office Chairs)	\$18,921.43
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Base Proposal "D" (Lounge Furniture)	<u>26,390.54</u>
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Total Contract Award to Business Products and Services, Inc.	\$45,311.97
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✓ The Office Company,
Austin, Texas

Base Proposal "E" (Wood Office Furniture)	\$25,991.68
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✓ Clegg/Austin, A Division of Marshall
Clegg Associates, Austin, Texas

Base Proposal "F" (Steel Furniture)	\$26,868.27
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✓ Abel Contract Furniture & Equipment
Co., Inc., Austin, Texas

Base Proposal "G" (File Cabinets)	\$25,682.25
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Grand Total Contract Awards	<u>\$202,245.59</u>
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The funds necessary to cover these contract awards are available
in the Furniture and Equipment Account for this project.

FILE NO. 209
DOCUMENT
REMARKS

7. U. T. Austin - Lyndon Baines Johnson Library - Major Modifications
Phase II: Award of Contract to B & B Developers, Moody, Texas, and
Additional Appropriation Therefor. --System Administration reported
that prior to the completion of final plans for the Major Modifications -
Phase II of the Lyndon Baines Johnson Library at The University of
Texas at Austin, the U. T. Austin Administration had requested that
an elevator to accommodate the handicapped be added to the scope of
the project and agreed that, if necessary, funds could be made avail-
able for the elevator cost from a special appropriation previously
made by the U. T. Board of Regents for campus improvements for
the handicapped. When the bids were received, the low bid was in
excess of the funds appropriated for construction.

During the consideration of the bids on this project, Mr. Kristoferson explained in answer to Committee Chairman Richards inquiry that after the bids had been opened on April 28, 1981, negotiations with the low bidder, B & B Developers, Moody, Texas, and the Office of Facilities Planning and Construction in conjunction with the staff from U. T. Austin had resulted in changes in the scope of the project. The low bidder reduced his bid by approximately \$300,000 after the Office of Facilities Planning and Construction eliminated from the plans the caterer's kitchen and the exterior elevator. Mr. Kristoferson explained that caterers can use the service elevator and that in place of the caterer's kitchen the plans now call for a dishwasher, ovens, and a refrigerator so a caterer can still be functional. He reported that efforts to get additional funds from the LBJ Foundation had been unsuccessful, so the scope of the project was reduced to come within previously appropriated funds.

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

- a. Appropriated additional funds in the amount of \$55,836 from Account No. 36-0677-7866, Campus Improvements for the Handicapped, to cover the total project cost of an elevator for the handicapped
- b. Awarded a construction contract in the amount of \$1,651,000 to B & B Developers, Moody, Texas, which includes Alternate No. 1 for an elevator for the handicapped
- c. Authorized a revised total project cost of \$1,844,763 (formerly estimated at \$1,732,131) to cover the building construction contract award, fees and related project expenses

It was noted that funding for this project had been previously appropriated from Interest on Permanent University Fund Bond proceeds.

FILE NO. DOCUMENT MARKS

8. U. T. Austin - Lyndon Baines Johnson Library - Major Modifications Phase II: Award of Contracts for Furniture and Furnishings to Clegg Austin, A Division of Marshall Clegg Associates, Austin, Texas, and Rockford Business Interiors, Austin, Texas. -- Following a review of the tabulation of bids for the furniture and furnishings for the Lyndon Baines Johnson Library - Major Modifications - Phase II at The University of Texas at Austin, the Buildings and Grounds Committee without objection awarded contracts to the lowest responsible bidders as follows:

Clegg/Austin, A Division of Marshall Clegg Associates, Austin, Texas

Base Proposal "A" (Tables)	\$ 22,050.26
Base Proposal "B" (Lounge Furniture)	<u>26,622.36</u>
Total Contract Award to Clegg/Austin	\$ 48,672.62

Rockford Business Interiors, Austin, Texas

Base Proposal "C" (Special Seating)	\$ 87,846.81
Grand Total Contract Awards	<u>\$136,519.43</u>

Funds to cover these contract awards were available in the Furniture and Equipment Account for this project.

9. U. T. Austin - Student Family Housing - Phase II: Award of Contract for Demolition of Brackenridge Apartments to A-1 Contractors, Driftwood, Texas, and Additional Appropriation Therefor. --With regard to the demolition of Brackenridge Apartments for construction of Student Family Housing - Phase II at The University of Texas at Austin, the Buildings and Grounds Committee was informed by the Administration that the lowest bidder did not originally submit a bid security with his bid because he was under the impression that a bid under \$25,000 did not require a bid bond. This impression was reinforced by an employee of the Office of Facilities Planning and Construction who, prior to the bid opening, expressed to the lowest bidder his opinion that a bid security would not be needed if the bid were for less than \$25,000. The Invitation for Bids had required bid security in the amount of \$10,000 and because the lowest bidder was misled by the employee of the Office of Facilities Planning and Construction, he was allowed to submit a certified check in the amount of \$10,000 to correct the deficiency.

FILE NO. 200
DOCUMENT
REMARKS

The Office of General Counsel stated that the lowest bidder was properly allowed to cure the defect since he was misled by the information received from the OFPC employee and the bid security is not a mandatory requirement under state law.

Of the recommended appropriation of \$45,000 for this project, Mr. Kristoferson explained that \$16,550 of that amount for Professional Fees and Administrative Expenses was for plans and specifications that are necessary in the demolition of a building in order that proper location may be made of such things as showers, stoves, smoke detectors, utility connections and the like.

After reviewing the tabulation of bids received, the Buildings and Grounds Committee without objection:

- a. Awarded a contract for the demolition of Brackenridge Apartments for Student Family Housing - Phase II at The University of Texas at Austin to the lowest responsible bidder, A-1 Contractors, Driftwood, Texas, in the amount of \$24,999.99
 - b. Authorized a total project cost of \$45,000 to cover the demolition contract award, fees and related project expenses
 - c. Appropriated additional funds in the amount of \$45,000 from Pooled Interest on Bond proceeds and other Construction Funds to provide for the total project cost
10. U. T. Austin - Memorial Stadium Bellmont Hall - 9th Level Improvements: Report of Feasibility Study: Authorization for Project: Submission of Project to Coordinating Board: Appointment of O'Connell, Probst and Grobe, Inc., Austin, Texas, Project Architect to Prepare Final Plans and Appropriation Therefor. --Mr. Bill Grobe and Mr. Mike Bayley, representing the firm of O'Connell, Probst and Grobe, Inc., Austin, Texas, (formerly O'Connell, Probst, Zelsman & Grobe, Inc.) the Consulting Architect, reported on the feasibility study for 9th Level Improvements to Memorial Stadium/Bellmont Hall at The University

FILE NO. 200
DOCUMENT
REMARKS

of Texas at Austin which had been prepared in consultation with the Planning Committee from U. T. Austin and the Office of Facilities Planning and Construction.

During the discussion of this project, Regent Rhodes inquired about the basic concept of this space and was told that this area would be used primarily for athletic activities but not entirely.

President Flawn assured Regent Milburn that the funds for this project would come from the Texas Longhorn Educational Foundation or other private sources.

Regent Newton requested that prior to final consideration of this project that an understanding regarding the use and control of this space be worked out with the Texas Longhorn Educational Foundation.

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

- a. Authorized construction of Improvements on the 9th Level of Memorial Stadium/Bellmont Hall at an estimated total project cost of \$960,000
- b. Authorized submission of the project to the Coordinating Board, Texas College and University System
- c. Appropriated \$35,000 from Intercollegiate Athletics Funds for fees and related project expenses through completion of final plans (\$10,000 had been previously appropriated from the same source for the feasibility study including fees and related expenses.)

Further, upon motion of Regent Powell, seconded by Regent Fly, the firm of O'Connell, Probst and Grobe, Inc., Austin, Texas, was appointed Project Architect to prepare final plans and specifications for consideration of the Board at a future meeting subject to the approval of the Coordinating Board.

It was noted that the project will include enclosure of an unfinished open concrete deck of approximately 9,000 gross square feet of space located above the press box to be converted into a lounge with associated food service for use in connection with development activities.

- Renovation
11. U. T. Austin - Renovation of Outdoor Sports Facilities (Clark Field Segment & Whitaker Field East Segment): Award of Contracts for Furniture and Furnishings to Abel Contract Furniture & Equipment Co., Inc., Austin, Texas; and The Office Company, Austin, Texas. --
- The Buildings and Grounds Committee received the following comments from the Administration with reference to the furniture and furnishings for the Renovation of Outdoor Sports Facilities (Clark Field Segment & Whitaker Field East Segment) at The University of Texas at Austin:

'With reference to Bid Package 'A' (General Office Furniture) only one bid was received. A telephone canvass of the bidders revealed that the other potential bidders believed

FILE NO. 205
DOCUMENT 205
REMARKS

that they could not submit competitive bids on the relatively small volume involved. Another firm had already used their interim financing allocation, and could not bid. The one bid received was less than the estimated cost of \$25,000. It is believed that rebidding would not produce improved results.

"With reference to Bid Package 'C', the lowest bid was non-responsive, in that it was based on unauthorized items which had not been listed in the specifications."

After reviewing these comments and the tabulation of bids, the Buildings and Grounds Committee without objection awarded contracts for furniture and furnishings to the lowest responsible bidders as follows:

✓ Abel Contract Furniture & Equipment Co., Inc., Austin, Texas	
Base Proposal "A" (General Office Furniture)	\$16,157.00
✓ The Office Company, Austin, Texas	
Base Proposal "B" (Lounge Furniture)	\$4,556.11
Base Proposal "C" (Stacking Chairs)	<u>1,666.60</u>
· Total Contract Award to The Office Company	\$ 6,222.71
Grand Total Contract Awards	<u>\$22,379.71</u>

Funds for these contract awards are available in the Furniture and Equipment Account for this project.

12. U. T. Austin - East Campus Site, Street and Parking Improvements: Recommended Approval of Preliminary Plans, Request for Authorization to Prepare Final Plans and Additional Appropriation Therefor (Deferred). --Mr. John C. Robinson, Jr., the Project Architect for the East Campus Site, Street and Parking Improvements at The University of Texas at Austin, presented the preliminary plans and specifications for this project to the Buildings and Grounds Committee. Following a detailed discussion which centered around the number of parking spaces, lighting and water drainage, the Committee indicated that this project was too costly and asked the Project Architect to rethink this project and give the Committee two alternatives along with a breakdown of the component parts, logical stages and logical alternatives.

FILE NO. 20
DOCUMENT
REMARKS

Upon motion of Regent Hay, seconded by Regent Rhodes and without objection, action on this item was deferred until the Project Architect can prepare these alternative proposals for presentation to the Committee.

13. U. T. Austin - Chilled Water Distribution System - Modification on West Side of Campus; Approval of Final Plans and Authorization to Advertise for Bids. --The Buildings and Grounds Committee unanimously:

FILE NO. 200
DOCUMENT
REMARKS

- a. Approved the final plans and specifications for the Chilled Water Distribution System - Modification on West Side of Campus at The University of Texas at Austin at an estimated project cost of \$2, 400, 000
- b. Authorized the Office of Facilities Planning and Construction to advertise for bids which will be presented at a future Board meeting for consideration

14. U. T. Austin (Marine Science Institute at Port Aransas) - Auditorium: Report of Feasibility Study; Authorization for Project; Approval of Site; Appointment of Rapp Fash Sundin, Inc., Houston and Galveston, Texas, Project Architect to Prepare Preliminary Plans and Appropriation Therefor. --Mr. Raymond Rapp and Mr. Bill Hall, representing the firm of Rapp Fash Sundin, Inc., Houston and Galveston, Texas, the Consulting Architect, presented a report on the feasibility study for an Auditorium at the Marine Science Institute at Port Aransas (The University of Texas at Austin) which had been prepared in consultation with a Planning Committee from U. T. Austin and the Office of Facilities Planning and Construction. In this presentation, it was pointed out that the building will have three functions: library area, seminar-classroom, and lobby display area.

FILE NO. 200
DOCUMENT
REMARKS

Following a brief discussion which centered around how much the library and auditorium would be used, the Buildings and Grounds Committee without objection:

- a. Authorized construction of a multipurpose Auditorium Building at an estimated total project cost of \$1, 550, 000
- b. Approved the site located at the northeast corner of the campus next to existing laboratory buildings and near to the dormitory and parking lot
- c. Appropriated \$15, 000 from proceeds of Permanent University Fund Bonds for fees and related project expenses through completion of preliminary plans (\$10, 000 had been previously appropriated from Interest on Construction Funds Time Deposits for the feasibility study including fees and related expenses.)

Upon motion of Regent Newton, seconded by Regent Powell and without objection, the firm of Rapp Fash Sundin, Inc., Houston and Galveston, Texas, was appointed Project Architect with authorization to prepare preliminary plans which will be presented at a future Board meeting for consideration.

It was noted that this building will contain approximately 14, 000 gross square feet of space with provisions for installation of protective materials to resist hurricane forces with the finished

floor elevation at 15.0 feet above mean sea level. This building will be flexible seminar-auditorium space with operable division walls to maximize utilization by accommodating groups of varying size and changing functions.

Committee Chairman Richards commended the Consulting Architect for not designing a Taj Mahal.

15. U. T. Austin (Marine Science Institute at Galveston) - Dockside Utility Building: Approval of Final Plans and Subject to Coordinating Board Approval, Authorization to Advertise for Bids. -- Without objection, the Buildings and Grounds Committee:

- a. Approved the final plans and specifications for the Marine Science Institute Dockside Utility Building at Galveston (The University of Texas at Austin) at an estimated project cost of \$1,003,000
- b. Subject to the approval of the project by the Coordinating Board, Texas College and University System, authorized the Office of Facilities Planning and Construction to advertise for bids to be presented to the Board at a future meeting for consideration

FILE NO. 200
DOCUMENT
REMARKS

16. U. T. El Paso - ^{Central} Library: Report of Feasibility Study: Authorization for Project: Approval of Site: Appointment of Fouts, Gomez, and Moore, Inc., El Paso, Texas, Project Architect to Prepare Preliminary Plans and Appropriation Therefor. -- Mr. José Gomez and Mr. Al Anderson, representing the firm of Fouts, Gomez and Moore, Inc., El Paso, Texas, the Consulting Architect, presented a report on the feasibility study for the Central Library at The University of Texas at El Paso which had been prepared in consultation with a Planning Committee from U. T. El Paso and the Office of Facilities Planning and Construction.

FILE NO. 200
DOCUMENT
REMARKS

A detailed discussion ensued which centered around the size of this proposed library in relation to the size (square footage) of other university libraries in Texas.

Regent Rhodes commented that the project is too expensive and even though U. T. El Paso needs a library, perhaps they could go with something about 2/3 the size of the proposed 275,000 gross square feet of space. He pointed out that Texas A&M's library contains approximately 331,000 square feet and indicated that he did not think U. T. El Paso should have a library comparable to A&M.

Dr. James Day, Chairman of the Faculty Senate and Mr. Fred Haynes, Director of Libraries at U. T. El Paso, indicated that the inadequate library and El Paso's isolation had resulted in difficulty in recruiting and keeping faculty members. President Monroe also emphasized these points.

Regent Blumberg stated that her previous visits to U. T. El Paso indicated that the faculty was looking forward to upgrading the library and that she believed that it is very important to have a superior library.

Following this discussion, the Buildings and Grounds Committee, upon motion of Regent Blumberg, seconded by Regent Briscoe, with Regents Milburn and Rhodes voting "NO:"

- a. Authorized construction of a new Central Library at an estimated total project cost of \$28,800,000
- b. Approved the site on Wiggins Road, south of Bell Hall and west of the new College of Business Administration Building
- c. Appropriated \$260,000 from proceeds of Permanent University Fund Bonds for fees and related project expenses through completion of preliminary plans (\$30,000 had been previously appropriated from the same source for the feasibility study including fees and related expenses.)

Upon motion of Regent Newton, duly seconded, the firm of Fouts, Gomez and Moore, Inc., El Paso, Texas, was appointed Project Architect to prepare preliminary plans which will be presented to the Board for consideration at a future meeting.

It was noted that the Central Library will contain approximately 275,000 gross square feet of space with a seating capacity of 2,420 and will house 1,200,000 volumes.

17. U. T. El Paso - Expansion of Union Facilities: Award of Contract for Furniture and Furnishings to Schuler & Wohlt Sign Co., Houston, Texas. --Although only one bid was received for the furniture and furnishings for Expansion of Union Facilities at The University of Texas at El Paso, it was substantially less than the estimated cost of \$25,000. Therefore, the Buildings and Grounds Committee unanimously awarded the contract to the lowest responsible bidder, Schuler & Wohlt Sign Co., Houston, Texas, for Base Proposal "A" (General Graphics) in the amount of \$13,565.

FILE NO. 200
DOCUMENT
REMARKS

Funds to cover this contract award are available in the Furniture and Equipment Account for this project.

18. U. T. Health Science Center - Dallas - Animal Farm Research Facility - Phase I Improvements: Authorization for Project: Submission of Project to Coordinating Board; Appointment of Page Southerland Page, Dallas, Texas. Project Architect to Prepare Final Plans; Authorization for U. T. Health Science Center - Dallas Administration to Advertise for Bids and Award Contracts Within Previously Appropriated Funds. --In order to provide housing for large animals and other support facilities not available on the campus of The University of Texas Health Science Center at Dallas, the Buildings and Grounds Committee without objection:

FILE NO. 200
DOCUMENT
REMARKS

- a. Authorized construction of Phase I Improvements to the Animal Farm Research Facility within previously appropriated funds (\$600,000 had been previously appropriated from proceeds of Permanent University Fund Bonds for the land acquisition and Phase I Improvements)
- b. Authorized submission of the project to the Coordinating Board, Texas College and University System

- c. Subject to Coordinating Board approval, authorized the U. T. Health Science Center - Dallas Administration in consultation with the Office of Facilities Planning and Construction to advertise for bids and award contracts for the phased completion of this work

Upon motion of Regent Milburn, duly seconded, and without objection, the firm of Page Southerland Page, Dallas, Texas, was appointed Project Architect to prepare final plans and specifications to be presented at a future Board meeting.

It was noted that the scope of the improvements will include an all-weather gravel road which will encircle the farm so that every part of the property can be reached by University vehicles. Other improvements will include erosion control, repairs and replacement of fencing, installation of an incinerator, implacement of a sewage lagoon, and preparation of pasture land, caretaker housing, and several kennel-type buildings for housing and conditioning dogs. Installation of natural gas and commercial water lines as well as the expansion of electrical power will be among the first items undertaken on the farm site.

19. U. T. Health Science Center - Dallas - Harry S. Moss Clinical Science Building, 9th Floor Addition: Authorization for Project; Appointment of Fisher and Spillman Architects, Inc., Dallas, Texas. Project Architect to Prepare Preliminary Plans; and Appropriation Therefor. --Without objection, the Buildings and Grounds Committee:

- a. Authorized construction of a 9th Floor Addition to the Harry S. Moss Clinical Science Building at The University of Texas Health Science Center at Dallas at an estimated total project cost of \$2,800,000
- b. Appropriated \$30,000 from proceeds of Permanent University Fund Bonds for fees and related project expenses through completion of preliminary plans

Further, upon motion of Regent Powell, seconded by Regent Hay, and without objection, the firm of Fisher and Spillman Architects, Inc., Dallas, Texas, was appointed Project Architect to prepare preliminary plans and cost estimate to be presented at a future meeting of the Board for consideration.

The 9th Floor Addition will contain approximately 16,000 gross square feet of space and will physically connect to the current animal quarters on the ninth floor of the Hoblitzelle Building and will consolidate all service functions relating to dog and primate facilities into one area.

20. U. T. Health Science Center - Houston and U. T. Cancer Center - Landscaping Master Plan; Authorization for Project; Appointment of Corey A. Hoffpaur, Austin, Texas, Landscape Architect to Prepare Phase I Plans (Areas South of Holcombe Boulevard); and Appropriation Therefor. -- Though it was pointed out to the Buildings and Grounds Committee that a Landscaping Master Plan for The University of Texas Health Science Center at Houston and The University of Texas System Cancer Center cannot be completed at this time due to the fact that there are projects in the area north of Holcombe Boulevard which are still in the planning stages, the Administration recommended that the Committee:
- a. Authorize preparation of a Landscaping Master Plan for The University of Texas Health Science Center at Houston and The University of Texas System Cancer Center
 - b. Appropriate \$25,000 from Cancer Center Plant Funds Unexpended/Unappropriated Balance for fees and related project expenses through completion of the first phase of the Landscaping Master Plan

FILE NO. 287
DOCUMENT
REMARKS

Without objection, the Buildings and Grounds Committee approved this recommendation.

Upon motion of Regent Milburn, duly seconded, and without objection, the firm of Corey A. Hoffpaur, Austin, Texas, was appointed Landscape Architect to prepare a Phase I Landscaping Master Plan (for areas south of Holcombe Boulevard) and a cost estimate to be presented at a future Board meeting for consideration.

21. U. T. Health Science Center - Houston and U. T. Cancer Center: Underground Right-of-Way Easement to the Texas Medical Center Heating and Cooling Services Cooperative Association for Thermal Energy Distribution Lines In and Under Three Tracts of University Land in the Texas Medical Center. -- The Buildings and Grounds Committee without objection granted an underground right-of-way easement to the Texas Medical Center Heating and Cooling Services Cooperative Association for thermal energy distribution lines in and under three separate tracts of University land as follows:
- Tract 1, which is on U. T. Health Science Center - Houston property along Fannin Boulevard: 0.3314 acres
 - Tract 2, which is on U. T. Cancer Center property along Bertner Avenue: 0.4006 acres
 - Tract 3, which is on U. T. Cancer Center property along Holcombe Boulevard: 0.3872 acres

FILE NO. 400
DOCUMENT
REMARKS

The easement deed is set out on Pages 57-69 .

As stated above, this Easement Deed is executed by Grantor and accepted by Grantee pursuant to, subject to all conditions of, and in consideration of all covenants and agreements to be observed and performed by Grantee under, the Subject Agreement. Without limiting the effect of the preceding sentence and without affecting the covenants contained in the Subject Agreement, Grantor and Grantee stipulate and agree as follows:

- (1) The grants herein made are for a term co-existent with the term of the Subject Agreement, but the term hereof shall in no event extend beyond April 3, 2013, at midnight, unless extended by written agreement of Grantor and Grantee. Upon such termination either on April 3, 2013, at midnight, or earlier under the Subject Agreement or later under further agreement, the rights and estates hereby granted to Grantee shall automatically terminate and revert to Grantor.
- (2) The rights and estates granted to Grantee hereunder shall be transferable and assignable subject to the conditions prescribed in the Subject Agreement incident to the transfer or assignment of Grantee's rights under the Subject Agreement, but not otherwise.
- (3) Grantor reserves the right to use and enjoy, and to grant to others the right to use and enjoy, the Easement Tracts for any and all lawful purposes which do not unreasonably interfere with the use and enjoyment thereof by Grantee for the purposes herein set forth. By its acceptance hereof, Grantee stipulates and agrees that the construction, maintenance, repair, replacement, use and occupancy of improvements at or above the level of a horizontal plane at an elevation of 61.6 feet as referred to in the Sea-level Datum of the City of Houston Engineering Department over any or all portions of the Easement Tracts (except that in case of any portion of an Easement Tract within 34.9 feet of the north right-of-way line of Holcombe Boulevard, as it now exists, the applicable elevation shall be 63.6 feet as so referred to in said Sea-level Datum) shall not be deemed to "unreasonably interfere" with the use and enjoyment of the Easement Tracts by Grantee hereunder. In the event any use of all or any part of an Easement Tract contemplated by Grantor is deemed to be a use that would "unreasonably interfere" with Grantee's use and enjoyment thereof for the purposes herein set forth, Grantee shall cooperate fully in efforts to modify, alter, deepen or change the course of the pipe lines of Grantee (and to the extent

necessary to effectuate alteration and re-
alignment of the Easement Tract in order
that such interference will be avoided;
however, Grantee shall not be required to
bear any cost or expense in connection with
such modification, alteration, deepening or
changing of course. Further, Grantor re-
serves the right to construct or install on
the Easement Tracts paved streets, sidewalks,
pavies, drainage pipes and culverts, fences,
plants, trees, landscaping and other ameni-
ties, and any destruction or damage caused to
any such items by Grantee's activities or
operations on the Easement Tracts shall be
remedied and repaired at Grantee's cost and
expense. The rights retained by Grantor
hereunder shall not be exhausted by one or
more exercises thereof by Grantor, but shall
be exercised as often as and whenever, in the
discretion and at the election of Grantor,
such exercise is deemed appropriate and
proper.

- (4) All items of property placed on or about the Easement Tracts by Grantee shall, during the term hereof, remain and constitute property of Grantee.
- (5) Grantee shall level off the Easement Tracts after construction and restore the same to as near the prior condition thereof as may be practicable. Grantee shall protect and save harmless Grantor from any loss, cost or expense asserted against Grantor by reason of any loss of life or injury to persons or damage to or destruction of property resulting from Grantee's operations.
- (6) Any references to streets by name or otherwise (including, without limitation, M. D. Anderson Boulevard and Bertner Avenue) within the Texas Medical Center Tract in the descriptions of any Easement Tract in Exhibit A shall not infer or imply that such streets constitute public streets, but, to the contrary, the same are private streets.
- (7) The terms "Grantor" and "Grantee" as used herein shall refer not only to the named parties but also to their respective successors and assigns (subject to the provisions of the Subject Agreement and hereof).

EXECUTED this _____ day of _____,

1981.

ATTEST:

BOARD OF REGENTS OF THE
UNIVERSITY OF TEXAS SYSTEM

Secretary

By _____
Chairman

(SEAL)

"Grantor"

Approved as to Form:
Edward Livers

Approved as to Content:
H. Conrad Kroll

THE STATE OF TEXAS

COUNTY OF Harris

3490

BEFORE ME, the undersigned authority, on this day personally appeared [Signature], President of TEXAS MEDICAL CENTER CENTRAL HEATING AND COOLING SERVICES COOPERATIVE ASSOCIATION, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN under my hand and seal of office, this the 22nd day of April, 1981.

[Signature]
Notary Public in and for
Harris County, T E X A S
Harris

BARBARA WANSLEY
(Printed or stamped name
of notary)

My Commission Expires:
June 24, 1984

TRACT 1:

All that certain tract or parcel of land in the P. W. Rose Survey, A-645, City of Houston, Harris County, Texas, containing 0.331- acres out of 100.8663 acre tract of land, same being a portion of the residue of the original 134.059 acre tract conveyed by W. D. Anderson to the Texas Medical Center, Inc. in deed dated February 22, 1946 and recorded in Volume 1131, Page 22 of the Deed Records of Harris County and said 0.331- acre tract is more particularly described by metes and bounds as follows:

BEGINNING at a point which bears South 55° East, 17.44 feet and North 35° East, 50.50 feet from the intersection of the Southeasterly right-of-way line of Fannin Street with the centerline of M. D. Anderson Blvd;

THENCE, North 45° 03' East, a distance of 130.36 feet to a point;

THENCE, North 15° 08' East, a distance of 37.43 feet to a point which is 10.00 feet from the Southeasterly right-of-way line of Fannin Street;

THENCE, North 35° East, parallel with said right-of-way line, a distance of 100.41 feet to a point;

THENCE, South 55° East, a distance of 20.00 feet to a point;

THENCE, South 35° West, a distance of 67.96 feet to a point;

THENCE, South 55° East, a distance of 20.00 feet to a point;

THENCE, South 35° West, a distance of 20.00 feet to a point;

THENCE, North 55° West, a distance of 20.00 feet to a point;

THENCE, South 35° West, a distance of 18.63 feet to a point;

THENCE, South 55° East, a distance of 20.00 feet to a point;

THENCE, South 35° West, a distance of 20.00 feet to a point;

THENCE, North 55° West, a distance of 20.00 feet to a point;

THENCE, South 35° West, a distance of 30.00 feet to a point;

THENCE, South 55° East, a distance of 20.00 feet to a point;

THENCE, South 35° West, a distance of 20.00 feet to a point;

THENCE, North 55° West, a distance of 20.00 feet to a point;

THENCE, South 35° West, a distance of 72.41 feet to a point;

THENCE, South 15° 38' West, a distance of 30.01 feet to a point;

THENCE, South 74° 22' East, a distance of 20.00 feet to a point;

THENCE, South 15° 38' West, a distance of 20.00 feet to a point;

THENCE, North 74° 22' West, a distance of 20.00 feet to a point;

THENCE, South 15° 38' West, a distance of 39.31 feet to a point;

THENCE, South 45° 10' West, a distance of 111.51 feet to a point;
 THENCE, South 44° 37' East, a distance of 10.00 feet to a point;
 THENCE, South 45° 10' West, a distance of 10.00 feet to a point;
 THENCE, North 44° 37' West, a distance of 10.00 feet to a point;
 THENCE, South 45° 10' West, a distance of 46.33 feet to a point;
 THENCE, South 55° East, a distance of 11.91 feet to a point;
 THENCE, North 55° East, a distance of 10.00 feet to a point;
 THENCE, South 55° East, a distance of 10.00 feet to a point;
 THENCE, South 55° West, a distance of 10.00 feet to a point;
 THENCE, South 55° East, a distance of 107.71 feet to a point;
 THENCE, South 55° West, a distance of 4.14 feet to a point;

THENCE, North 55° West, a distance of 170.67 feet to the place of beginning and containing 0.3314 acres.

TRACT 2:

All that certain tract or parcel of land in the P.W. Rose Survey, A-645, City of Houston, Harris County, Texas, which is a portion of 21.536 acres conveyed by the Texas Medical Center, Inc. to the Board of Regents of the University of Texas in deed dated December 31, 1951, and recorded in Volume 2400, Page 408 of the Deed Records of Harris County, and is also a portion of a 3.124 acre tract conveyed by Texas Medical Center Inc. to the Board of Regents of the University of Texas in a deed dated January 31, 1969, recorded in Volume 3424, Page 225 of the said Deed Records, the herein described tract is more particularly described by metes and bounds as follows:

COMMENCING at the intersection of the centerline of Bertner Street with the north right-of-way line of Holcombe Blvd.;

THENCE, North 01° 07' East along the said centerline, a distance of 130.00 feet to a point;

THENCE, South 38° 53' East, a distance of 36.92 feet to the point of beginning of the herein described tract;

THENCE, South 38° 53' East, a distance of 23.50 feet to a point;

THENCE, North 01° 07' East, a distance of 60.41 feet to a point;

THENCE, South 38° 53' East, a distance of 20.00 feet to a point;

THENCE, North 01° 07' East, a distance of 16.50 feet to a point;

THENCE, North 38° 53' West, a distance of 20.00 feet to a point;

THENCE, North 01° 07' East, a distance of 116.05 feet to a point;

THENCE, South 38° 53' East, a distance of 20.00 feet to a point;

THENCE, North 01° 07' East, parallel with and 30.62 feet easterly from said centerline, a distance of 16.50 feet to a point;

THENCE North 88° 53' West, a distance of 20.00 feet to a point;

THENCE, North 01° 07' East, parallel with and 60.42 feet easterly from said centerline, a distance of 122.50 feet to a point for corner;

THENCE, South 88° 53' East, a distance of 20.00 feet to a point;

THENCE, North 01° 07' East, parallel with and 80.62 feet easterly from said centerline, a distance of 10.50 feet to a point;

THENCE, North 88° 53' West, a distance of 20.00 feet to a point;

THENCE, North 01° 07' East, parallel with and 60.42 feet easterly from said centerline a distance of 76.50 feet to a point;

THENCE, North 0° 23' East, a distance of 70.02 feet to a point;

THENCE, South 89° 31' East, a distance of 19.97 feet to a point;

THENCE, North 0° 29' East, a distance of 16.00 feet to a point;

THENCE, North 89° 31' West, a distance of 20.00 feet to a point;

THENCE, North 0° 23' East, a distance of 65.82 feet to a point;

THENCE, South 88° 53' East, along the south line of the Texas Medical Center central facility lateral, a distance of 10.00 feet to a point;

THENCE, North 01° 07' East, parallel with and 70.47 feet southeasterly from said centerline of Bertner Avenue, a distance of 15.00 feet to a point;

THENCE, North 88° 53' West, along the northeasterly line of said future lateral, a distance of 10.05 feet to a point;

THENCE, North 01° 07' East, parallel with and 58.42 feet easterly from said centerline of Bertner Avenue, a distance of 12.50 feet to a point;

THENCE, South 88° 53' East, a distance of 20.00 feet to a point;

THENCE, North 01° 07' East, parallel with and 78.42 feet easterly from said centerline, a distance of 12.55 feet to a point;

THENCE, North 88° 53' West, a distance of 46.33 feet to a point;

THENCE, South 01° 07' West, parallel with and 32.09 feet easterly from the centerline of Bertner Avenue, a distance of 130.29 feet to a point;

THENCE, North 88° 53' West, a distance of 2.09 feet to a point;

THENCE, South 01° 07' West, a distance of 33.30 feet to a point;

THENCE, South 88° 53' East, a distance of 6.92 feet to a point;

THENCE, South 01° 07' West, parallel with and 36.92 feet easterly from the centerline of Bertner Avenue, a distance of 354.34 feet to the place of beginning and containing 0.4006 acre.

All that certain tract or parcel of land in the P. W. Rose Survey, A-643, City of Houston, Harris County, Texas, containing 0.3872 acres out of a 100.3661 acre tract of land, same being a portion of the residue of the original 104.359 acre tract conveyed by W. D. Anderson to the Texas Medical Center, Inc. in deed dated February 22, 1949 and recorded in Volume 1031, Page 12 of the Deed Records of Harris County and also being part of a 1.144 acre tract conveyed by Texas Medical Center, Inc. to the Board of Regents of the University of Texas in a deed dated January 31, 1969, recorded in Volume 1424, Page 125 of the said Deed Records; said 0.3872 acre tract is more particularly described by metes and bounds as follows:

COMMENCING at the intersection of the centerline of Sariner with the North right-of-way line of Holcombe Blvd;

THENCE, South 38° 53' East, with the said North line of Holcombe, a distance of 330.00 feet to a point;

THENCE, North 01° 07' East, a distance of 10.00 feet to the point of beginning of the herein described tract;

THENCE, South 38° 53' East, parallel with and 10.00 North of the said North right-of-way line, a distance of 695.01 feet to a point;

THENCE, North 01° 07' East, a distance of 11.20 feet to a point;

THENCE, North 38° 53' West, parallel with and 31.20 feet from the north right-of-way line of Holcombe Boulevard, a distance of 11.31 feet to a point;

THENCE, North 01° 07' East, a distance of 10.00 feet to a point;

THENCE, North 38° 53' West, a distance of 16.00 feet to a point;

THENCE, South 01° 07' West, a distance of 20.00 feet to a point;

THENCE, North 38° 53' West, a distance of 69.00 feet to a point;

THENCE, North 01° 07' East, a distance of 20.00 feet to a point;

THENCE, North 38° 53' West, a distance of 16.00 feet to a point;

THENCE, South 01° 07' West, a distance of 20.00 feet to a point;

THENCE, North 38° 53' West, a distance of 117.33 feet to a point;

THENCE, North 01° 07' East, a distance of 20.00 feet to a point;

THENCE, North 38° 53' West, a distance of 16.00 feet to a point;

THENCE, South 01° 07' West, a distance of 20.00 feet to a point;

THENCE, North 38° 53' West, a distance of 92.00 feet to a point;

THENCE, North 38° 29' West, a distance of 92.00 feet to a point;

THENCE, North 01° 31' East, a distance of 20.00 feet to a point;

THENCE, North 38° 29' West, a distance of 16.00 feet to a point;

THENCE, South 01° 31' West, a distance of 20.00 feet to a point;

THENCE, North 38° 29' West, a distance of 79.00 feet to a point;

TRENCE, North $01^{\circ} 07'$ East, a distance of 9.00 feet to a point;

TRENCE, North $88^{\circ} 53'$ West, a distance of 20.00 feet to a point;

TRENCE, South $01^{\circ} 07'$ West, a distance of 9.00 feet to a point;

TRENCE, North $88^{\circ} 53'$ West, parallel with and 10.00 feet from the North right-of-way line of Holcombe Boulevard a distance of 73.00 feet to a point;

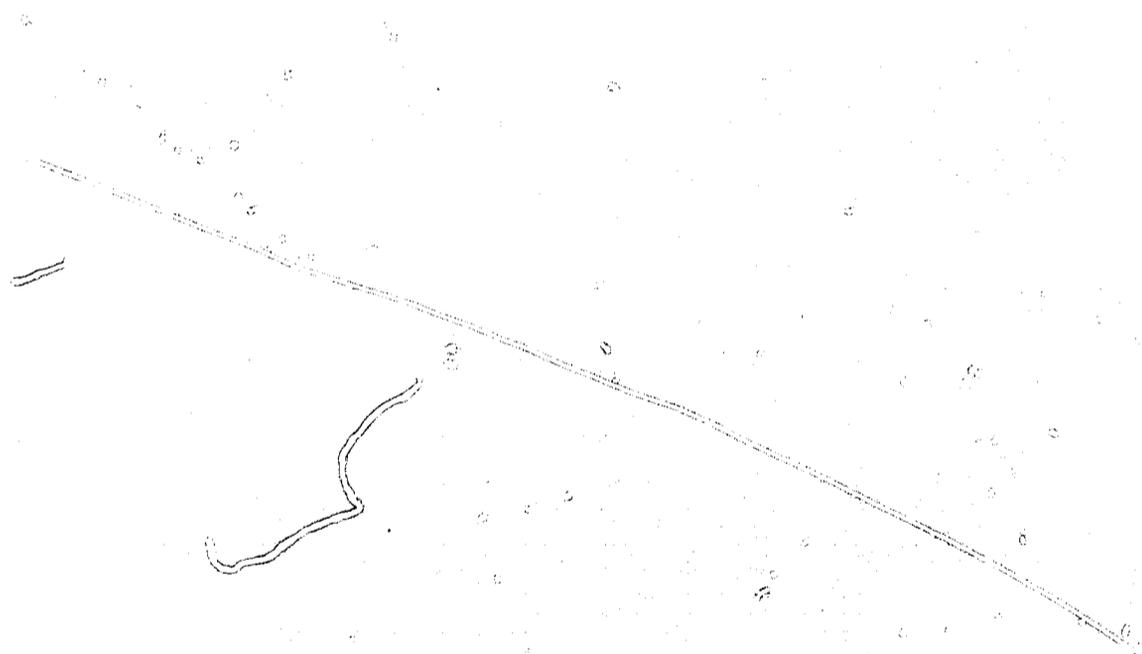
TRENCE, North $01^{\circ} 07'$ East, a distance of 20.00 feet to a point;

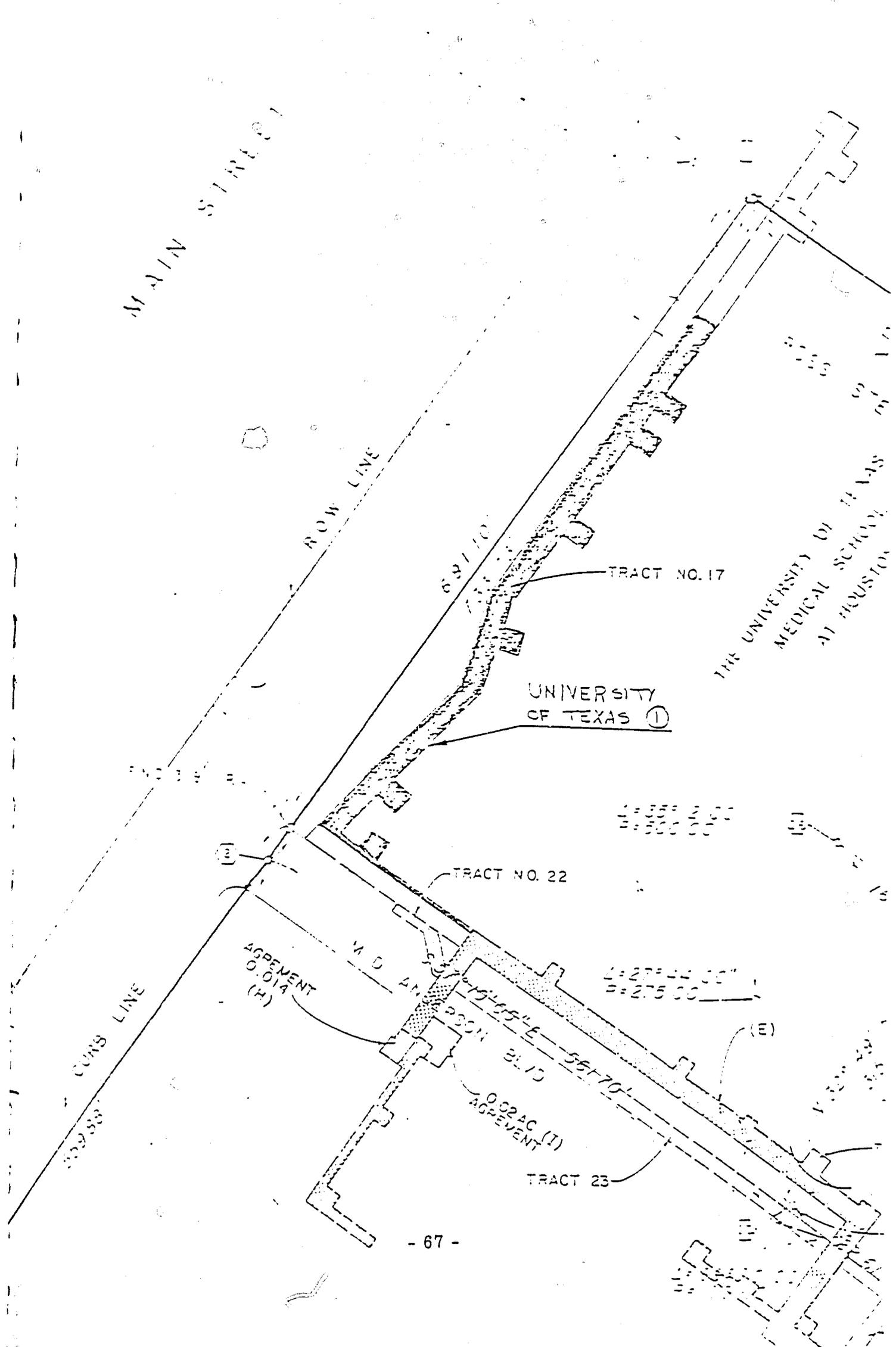
TRENCE, North $88^{\circ} 53'$ West, a distance of 16.50 feet to a point;

TRENCE, South $01^{\circ} 07'$ West, a distance of 20.00 feet to a point;

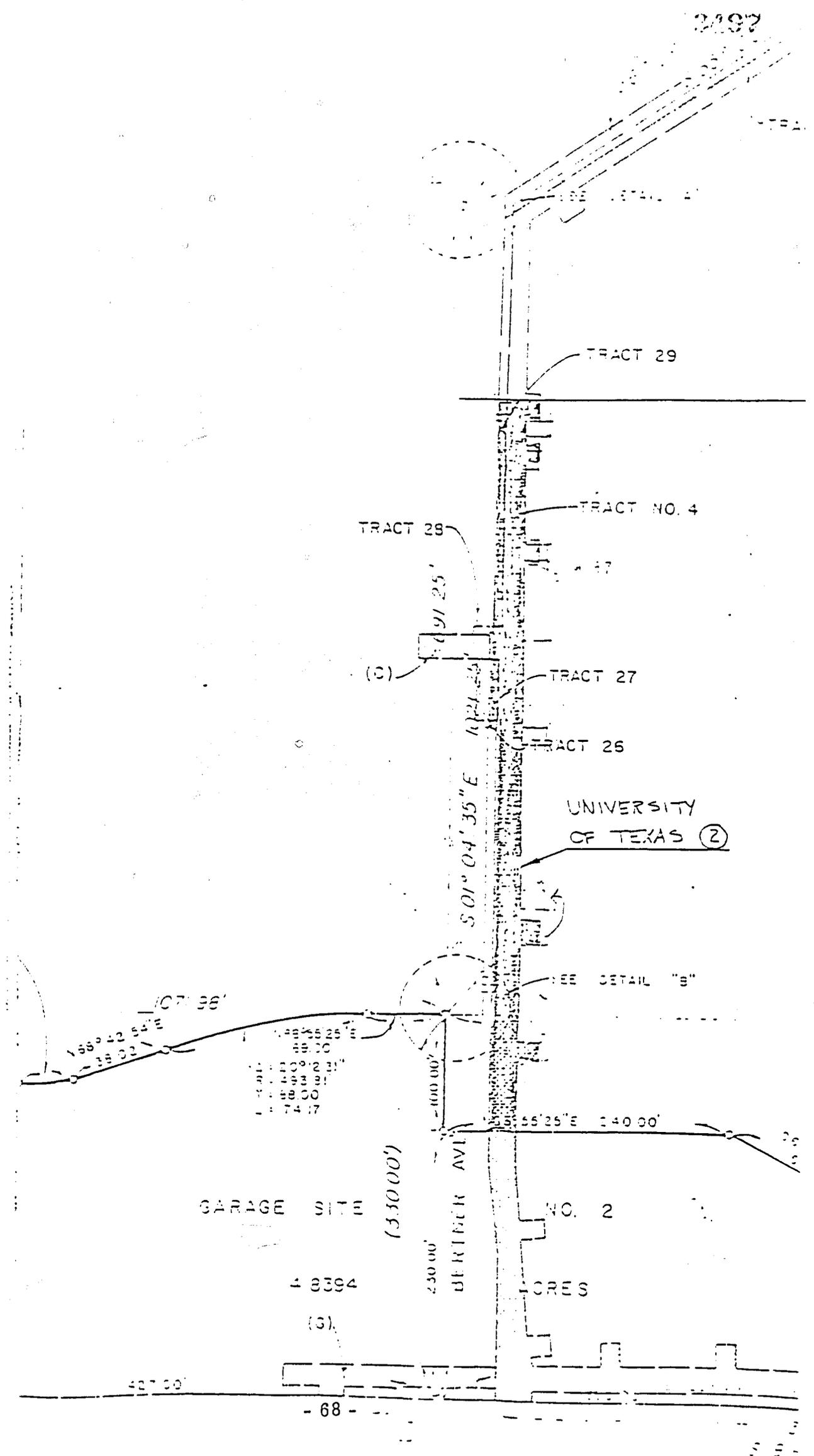
TRENCE, North $88^{\circ} 53'$ West, a distance of 59.46 feet to a point;

TRENCE, South $01^{\circ} 07'$ West, a distance of 22.50 feet to the place of beginning and containing 0.3872 acres.





2197



TRACT 29

TRACT NO. 4

TRACT 28

TRACT 27

TRACT 25

UNIVERSITY OF TEXAS (2)

SEE DETAIL "B"

GARAGE SITE

4 8394

(3)

NO. 2

PORES

(55000')

BERTNER AVI

230 00'

100 00'

107' 96'
 155° 42' 54" E
 35 01'

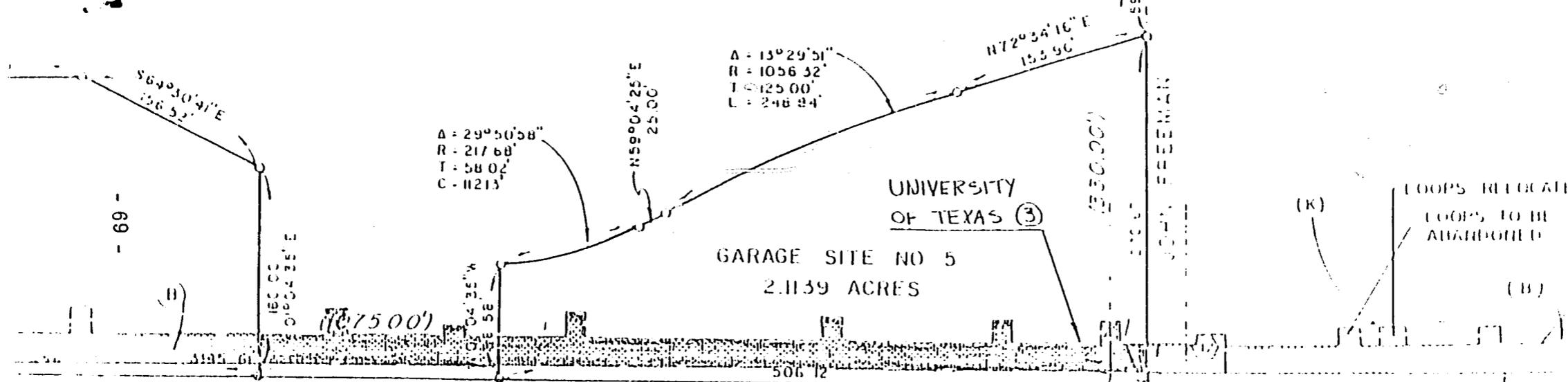
148° 55' 25" E
 88 70'
 110° 02' 31"
 41 898 81'
 41 88 00'
 11 74 17'

65° 25" E 140 00'

427 00'

2117
EAS (?)

S 88° 55' 25" W 1075.00'



- 69 -

S 88° 55' 25" W

A = 29° 50' 58"
R = 217.68'
T = 58.02'
C = 11213'

A = 13° 29' 51"
R = 1056.32'
T = 125.00'
L = 248.84'

UNIVERSITY OF TEXAS (3)

GARAGE SITE NO 5
2.1139 ACRES

LOOPS RELOCATE
LOOPS TO BE
ABANDONED

CURB LINE

LOCOMBE BLVD. 120' R.O.W

ORIGINAL LINE OF TEXAS MEDICAL CENTER'S
BOUNDARY (134.358 ACRES)

AY TRACT

2288

22. U. T. Health Science Center - San Antonio (U. T. Medical School - San Antonio Building) - Auditorium - Renovation of Level 2 for New Programs in Allied Health Sciences School: Award of Contracts for Furniture and Furnishings to Rockford Business Interiors, Austin, Texas; Abel Contract Furniture & Equipment Co., Inc., Austin, Texas; The Office Company, Austin, Texas; Wittig's, Inc., San Antonio, Texas; and Carpet Services, Inc., San Antonio, Texas.

FILE NO. 200
DOCUMENT
REMARKS

The Administration reported that for the furniture and furnishings for the Renovation of Level 2 of the Auditorium in The University of Texas Medical School at San Antonio Building (for new programs in the Allied Health Sciences School) only one bid was received for Base Proposal "C" for furniture which must match and be intermingled with existing furniture and that the low bid received for Base Proposal "B" was non-responsive in that it was based on unapproved items. Without objection, the Buildings and Grounds Committee awarded contracts for furniture and furnishings to the lowest responsible bidders as follows:

✓ Rockford Business Interiors,
Austin, Texas

Base Proposal "A" (General Office Furniture)	\$49,210.63
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✓ Abel Contract Furniture & Equipment Co., Inc., Austin, Texas

Base Proposal "B" (Wood Office Furniture)	13,741.72
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✓ The Office Company,
Austin, Texas

Base Proposal "C" (Office Landscape)	2,333.80
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Wittig's, Inc.,
San Antonio, Texas

Base Proposal "D" (Classroom Chairs)	3,457.90
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✓ Carpet Services, Inc.,
San Antonio, Texas

Base Proposal "E" (Carpeting)	1,943.40
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Grand Total Contract Awards	<u>\$70,687.43</u>
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It was pointed out that the contracts awarded were below the estimates in each case.

Funds for these contract awards are available in the Furniture and Equipment Account for this project.

23. U. T. Health Science Center - San Antonio - Expansion of Basic Science Teaching Space - Lecture Halls - Completion of Lower Level: Award of Contracts for Furniture and Furnishings to Carpet Services, Inc., San Antonio, Texas; The Office Company, Inc., Austin, Texas; and Rockford Business Interiors, Austin, Texas. --The Buildings and Grounds Committee reviewed the tabulation of bids received for the furniture and furnishings for the Expansion of Basic Science Teaching Space - Lecture Halls - Completion of Lower Level at The University of Texas Health Science Center at San Antonio and awarded the contracts to the lowest responsible bidders as follows:

FILE NO. 200
DOCUMENT 19
REMARKS

Carpet Services, Inc.,
San Antonio, Texas

Base Proposal "A" (Carpeting) \$14,743.00

✓ The Office Company, Inc.,
Austin, Texas

Base Proposal "B" (Stacking Chairs) 40,382.15

✓ Rockford Business Interiors,
Austin, Texas

Base Proposal "C" (Tables & Misc.) 5,157.66

Total Contract Awards \$60,282.81

Funds necessary to cover these contract awards are available in the Furniture and Equipment Account for this project.

24. U. T. Health Science Center - San Antonio - Tennis Courts: Authorization for Project: Submission of Project to Coordinating Board; Completion of Plans and Specifications, Bid Advertisement and Contract Award by U. T. Health Science Center - San Antonio Administration; and Appropriation Therefor. --Upon the recommendation of President Harrison and Chancellor Walker, the Buildings and Grounds Committee without objection:

A-19

FILE NO. 200
DOCUMENT 19
REMARKS

- a. Authorized the construction of four tennis courts at The University of Texas Health Science Center at San Antonio at an estimated total project cost of \$100,000
- b. Authorized submission of the project to the Coordinating Board, Texas College and University System
- c. Subject to Coordinating Board approval, authorized completion of plans and specifications, bid advertisement, and contract award by the U. T. Health Science Center - San Antonio Administration and Department of Physical Plant in consultation with the Office of Facilities Planning and Construction

- d. Appropriated \$100,000 from Gift Funds for total project funding

It was noted that the tennis courts will be synthetic surfaced concrete courts with associated fencing and lighting and that the location will be in accordance with the approved site layout for recreational facilities on the south side of the campus near Babcock Road and Merton Minter Boulevard.

25. U. T. Cancer Center - Lutheran Hospital and Clinic Building - Roof Garden Area Development: Authorization for Project; Appointment of Corey A. Hoffpauir, Austin, Texas, Landscape Architect to Prepare Preliminary Plans; and Appropriation Therefor. -- President LeMaistre and Chancellor Walker had explained in the Material Supporting the Agenda the need to provide a reasonably private outside area where ambulatory patients of The University of Texas System Cancer Center and family members or friends can visit and relax away from the constant pressures that exist in a medical care facility. The Buildings and Grounds Committee unanimously:

FILE NO. 207
DOCUMENT 17
REMARKS

- a. Authorized construction of a Roof Garden Area Development at an estimated total project cost of \$200,000

This Roof Garden Area Development will make use of approximately 14,000 square feet of first floor roof space between the Lutheran Hospital Building and the Clinic Building and will be accessible from both buildings at the second floor level.

- b. Appropriated \$5,000 from private gifts for fees and related project expenses through completion of preliminary plans

Upon a motion duly made and seconded, and without objection, the Buildings and Grounds Committee appointed the firm of Corey A. Hoffpauir, Austin, Texas, Landscape Architect to prepare preliminary plans and cost estimate to be presented at a future meeting of the Board for consideration.

26. U. T. Cancer Center - Additional Outpatient Clinic Facilities: Report of Feasibility Study; Authorization for Project; Appointment of Pierce, Goodwin & Alexander, Houston, Texas, In Association with Kenneth Bentsen Associates, Houston, Texas, Project Architect to Prepare Preliminary Plans and Appropriation Therefor. -- Mr. George Pierce, Mr. Jim Easter and Ms. Marci Holcomb, representing the firm of Pierce, Goodwin & Alexander, Houston, Texas, the Consulting Architect for the Additional Outpatient Clinic Facilities at The University of Texas System Cancer Center, were present at the meeting. Mr. Pierce was recognized and presented the following report:

FILE NO. 207
DOCUMENT 17
REMARKS

"Last year the Health Architecture Division of my firm was appointed by this Board to provide you with a feasibility study for ~~several~~ additional outpatient facilities at the U.T. System Cancer Center in Houston. The proposed project's scope, its site location and a construction cost estimate were to be included in the final report.

Our completed study was submitted on May 8, 1981 and, with an executive summary, was distributed to you in the last few days. My assignment today is to explain our procedures and to tell you our conclusions. Thereafter, we will be available to answer any questions, or to receive any comments which you may have.

I can assure you that our report is based on thorough, detailed research. We have examined the past five years of outpatient operations, patient loads, staff needs, working conditions and the general environment. With this background information, and with our latest patient-load projections (which were developed independently by both our office and the M.D. Anderson Cancer Center staff), we have prepared future space needs for each clinical department, as well as for required support functions. From this data, total gross area-space needs were projected.

An investigation of several possible site locations outside of the Texas Medical Center was completed before determining that the existing Cancer Center property was the most desirable.

In order to provide you with a meaningful project construction cost estimate, we developed several alternate conceptual design schemes ^{CONTAINING} ~~which encompass~~ the projected space needs, and tested each one in relation to existing and future operational and building design conditions. The best one was used for our cost and project implementation schedule calculations.

IN SUMMARY

1. We believe that existing physical facilities housing the present program of outpatient care at the Cancer Center are critically overcrowded for both patients and staff.
2. We believe that emphasis on outpatient care is the most vital element in long-range reduction of the cost of hospital services. Yet we find that the Cancer Center's capability to serve expanding outpatient demand has already exceeded its planned maximum.

3. After verifying our own 1981-1995 case load projections for outpatient facilities needs with two independent predictions prepared by the hospital's staff, we are satisfied that the program for expansion is conservative and factual. This information has been converted into area expansion needs in each departmental clinic where the growth projections require, and finally, into a total gross area of building space expansion, a total construction cost estimate and an implementation time schedule.

4. Finally, we believe that, if the University of Texas desires to meet the present and near-future needs for outpatient services to cancer patients at M.D. Anderson Hospital, an efficient and effective program of expansion of the Outpatient Care facilities can be planned, constructed and put into operation by 1985 for a total construction project cost of \$37,000,000.00."

With the aid of slides, Mr. Pierce explained the overcrowded conditions presently existing in the Cancer Center Outpatient Clinic and illustrated some of the methods followed in conducting the study of future needs.

After receiving this report and following a brief discussion, the Buildings and Grounds Committee without objection:

- a. Authorized the recommended scheme for expansion of Outpatient Clinic Facilities at U. T. Cancer Center at a preliminary estimated cost of \$37,000,000, as set forth in the Program and Feasibility Study submitted by the Consulting Architect, Pierce, Goodwin & Alexander
- b. Appropriated \$6,000,000 from General Funds Unappropriated Balances for the project (\$30,000 had been previously appropriated from the same source for the feasibility study including fees and related expenses and \$5,000,000 had also been appropriated from the same source for this project.)
- c. Transferred \$5,000,000 to this project from the appropriation previously made to remodel M. D. Anderson Hospital

Upon motion of Regent Newton, duly seconded, unanimous approval was given to appoint the firm of Pierce, Goodwin & Alexander, Houston, Texas, in association with Kenneth Bentsen Associates, Houston, Texas, Project Architect to prepare preliminary plans and a cost estimate for the entire project which will be presented for consideration at a future Board meeting.

The Committee commended the firm of Pierce, Goodwin & Alexander, the Consulting Architect, for a first class presentation.

REPORT OF HEALTH AFFAIRS COMMITTEE (Pages 74-87). --The following report of the Health Affairs Committee was submitted by Committee Chairman Newton who stated that all actions had been taken in open session and unanimously approved unless otherwise indicated. The report as set out below was adopted without objection:

- Insurance, Malpractice
1. U. T. System: Amendment No. 1 to Revised Plan for Professional Medical Malpractice Self-Insurance Approved February 29, 1980 (Article VI. Limits of Liability). --Chancellor Walker recommended that Article VI of the Plan for Professional Medical Malpractice Self-Insurance for The University of Texas System be amended by increasing the Annual Aggregate for claims to be paid in any annual period from \$4,000,000 to \$10,000,000, effective beginning April 1, 1981. Following a brief discussion regarding the number of claims, Amendment No. 1 to the revised Plan adopted by the U. T. Board of Regents on February 29, 1980 was unanimously approved whereby the "Limits of Liability Schedule" in Article VI was amended to read as follows:

Staff Physician	\$ 400,000 per claim
	\$ 1,200,000 aggregate per participant
Resident, Intern, Fellow or Student	\$ 25,000 per claim
	\$ 75,000 aggregate per participant
Annual Aggregate	\$ 10,000,000

The Plan for Professional Medical Malpractice Self-Insurance was approved by the U. T. Board of Regents on April 15, 1977.

2. U. T. Arlington: Affiliation Agreement with the American Heart Association, Tarrant County Division, Fort Worth, Texas. --An affiliation agreement by and between The University of Texas at Arlington and the American Heart Association, Tarrant County Division, Fort Worth, Texas, was approved without objection. The agreement, executed by the appropriate officials of the institution and facility on March 27, 1981, to be effective upon approval by the U. T. Board of Regents, will provide training opportunities for nursing students at U. T. Arlington.

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

3. U. T. Austin: Affiliation Agreements with (a) Presbyterian Hospital of Dallas, Dallas, Texas, and (b) Texas Department of Health, Austin, Texas. --Without objection, approval was given to affiliation agreements by and between The University of Texas at Austin and the following facilities. The agreements had been executed by the appropriate officials of the institution and facility on the dates indicated below to be effective upon approval by the U. T. Board of Regents:

<u>Facility</u>	<u>Agreement Executed</u>
Presbyterian Hospital of Dallas Dallas, Texas	May 6, 1981

This agreement will provide training opportunities for students in the College of Pharmacy at U. T. Austin.

b. Texas Department of Health
Austin, Texas

February 15, 1981

This agreement will provide educational opportunities for graduate students in the community health education program of the Department of Physical and Health Education in the College of Education at U. T. Austin.

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

- 4. U. T. El Paso: Affiliation Agreement with Highland Park Hospital, Inc., El Paso, Texas. -- Approval was given without objection to an affiliation agreement by and between The University of Texas at El Paso and Highland Park Hospital, Inc., El Paso, Texas. The agreement, executed by the appropriate officials of the institution and facility on April 21, 1981, to be effective upon approval by the U. T. Board of Regents, will provide training opportunities for nursing students at U. T. El Paso. FILE NO. 400
DOCUMENT
REMARKS

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

- 5. U. T. Health Science Center - Dallas (U. T. Southwestern Medical School - Dallas): Dr. John M. Johnston Appointed First Holder of the Frank C. Erwin, Jr. Professorship in Obstetrical Biochemistry Effective July 1, 1981. -- Without objection, Dr. John M. Johnston was appointed the first holder of the Frank C. Erwin, Jr. Professorship in Obstetrical Biochemistry at the U. T. Southwestern Medical School - Dallas of The University of Texas Health Science Center at Dallas effective July 1, 1981. FILE NO. 100
DOCUMENT
REMARKS

Dr. Johnston, Professor of Biochemistry and Professor of Obstetrics and Gynecology and Chief of Lipid Biochemistry in the Department of Biochemistry at U. T. Southwestern Medical School - Dallas, has achieved a national and international reputation for his contributions in the field of parturition and development of lung maturation.

See Page 101 for establishment of this Professorship.

- 6. U. T. Health Science Center - Dallas: Affiliation Agreement with Texas Woman's University, Denton, Texas. -- The affiliation agreement set out on Pages 76 - 78 by and between The University of Texas Health Science Center at Dallas and Texas Woman's University, Denton, Texas, was approved without objection to be effective upon approval by the U. T. Board of Regents and execution by the President of Texas Woman's University. FILE NO. 400
DOCUMENT
REMARKS

This agreement will provide training opportunities for students in the U. T. Allied Health Sciences School - Dallas.

AGREEMENT

This agreement made this _____ day of _____, 1973,

between the Texas Woman's University, Denton, Texas, "TWU" and The University of Texas Health Science Center at Dallas "University", a component institution of The University of Texas System.

WHEREAS, TWU is a university which through its Dental Hygiene Program provides health care services for persons in need of such services; and

WHEREAS, University also provides an academic program with respect to allied health sciences and periodically desires to provide Dental Hygiene educational experiences for its students which are not otherwise available to them under the existing program of the University; and

WHEREAS, in order to accomplish such objectives, TWU and the University intend to provide an educational experience for a University student;

NOW, THEREFORE, in consideration of the premises, TWU and the University agree as follows:

1. During the term of this agreement, one senior allied health science student at the University who is a registered dental hygienist may be placed at TWU in its Denton facility, during the Fall and Spring semesters, for the purpose of clinical and/or classroom experiences for such student.

2. The agreement will become effective when approved by the Board of Regents of The University of Texas System, signed by the Chancellor of The University of Texas System, and signed by the President of the Texas Woman's University.

3. After the agreement becomes effective, no amendments thereto shall be valid unless in writing and executed by the duly authorized representatives of TWU and University, and approved by the Chancellor of The University of Texas System and the President of the Texas Woman's University.

4. TWU and University mutually agree not to discriminate on the basis of race, color, creed, age, national origin, or sex, except as provided by law, nor will either party discriminate on the basis of handicap under Section 504 of the Rehabilitation Act of 1973.

TWU agrees to furnish the services and personnel for the clinical experience and to appoint a person to serve for TWU as liaison with the University.

TWU shall have the right to terminate the student from the clinical or classroom experience if such student's health or performance is a detriment to patients receiving or to a TWU program. The decision of TWU, such decision being solely in the discretion of TWU.

The University agrees to furnish TWU with the name of the student assigned by the University to participate in the program. TWU shall accept only a qualified senior allied health sciences student who is a registered dental hygienist and to provide only a student who has entered into an agreement with the University and TWU that the student will not publish any material relating to the program or the experience in participating therein without prior written approval of the University and TWU. The University further agrees to designate a member of the University faculty to coordinate with TWU as liaison and to furnish TWU in writing the name of such faculty member.

The University agrees to require the assigned student to have coverage and proof of coverage by professional liability insurance in an amount and with a company acceptable to TWU and to continue such coverage during the entire term of the clinical or classroom experience. The student will meet all TWU's health requirements prior to beginning the experience. The student will not be considered an employee of TWU, and TWU will not be responsible for providing the student with life insurance, worker's compensation insurance or hospitalization insurance.

The student shall perform with high standards at all times and comply with all policies, rules and regulations of TWU, and in the event that any dispute may arise with respect to same, the final determination thereof shall rest with TWU.

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

11. This agreement shall be binding on and shall insure to the benefit of the parties and their respective successors and assignees; provided, however, that no assignment by either party shall be effective without prior written approval of the other party. A delay in or failure of performance of either party shall not constitute default hereunder, or give rise to any claim for damages, if and to the extent such delay or failure is caused by occurrences beyond the control of either party.

12. This agreement shall be effective for the academic 1981-82 year.

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

ATTEST:

FACILITY

President, Texas Woman's University

UNIVERSITY
James S. Hines

President
The University of Texas Health
Science Center at Dallas

FORM APPROVED:
M. Lynn Taylor

General Counsel
The University of Texas System

CONTENT APPROVED:
Walter B. Hardin

Special Assistant to the Vice
Chancellor for Health Affairs
The University of Texas System
Ed Walker

Chancellor
The University of Texas System

ATTEST:

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

THE BOARD OF REGENTS OF THE
UNIVERSITY OF TEXAS SYSTEM

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

Basel on Model

7. U. T. Health Science Center - Dallas: Affiliation Agreements with (a) Oak Cliff Lutheran Church, Dallas, Texas, and (b) Juliette Fowler Homes, Dallas, Texas. -- Approval was given without objection to affiliation agreements by and between The University of Texas Health Science Center at Dallas and the following facilities. The agreements had been executed by the appropriate officials of the institution and facility to be effective upon approval by the U. T. Board of Regents:

FILE NO. 400
DOCUMENT ✓
REMARKS

Facility

- a. Oak Cliff Lutheran Church
Dallas, Texas

This agreement will provide training opportunities in the Church's Senior Activity Center for students in the gerontology program at the U. T. Allied Health Sciences School - Dallas.

- b. Juliette Fowler Homes
Dallas, Texas

This agreement will benefit students in the gerontology program at the U. T. Allied Health Sciences School - Dallas.

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

8. U. T. Galveston Medical Branch (U. T. Galveston Allied Health Sciences School): Authorization to Change Name of the Department of Allied Health Services to the Department of Health Related Studies and to Report to the Coordinating Board (Catalog Change). -- Unanimous approval was given to change the name of the Department of Allied Health Services to the Department of Health Related Studies at the U. T. Galveston Allied Health Sciences School of The University of Texas Medical Branch at Galveston and to so notify the Coordinating Board, Texas College and University System for any appropriate action. This name change will not alter the mission, administrative structure, or courses of the department and will not involve additional costs.

FILE NO. GMB
DOCUMENT ✓
REMARKS

It was ordered that the next appropriate catalog published at U. T. Galveston Medical Branch be amended to conform.

9. U. T. Galveston Medical Branch: Memorandum of Affiliation with Olin E. Teague Veterans' Center, Temple, Texas. -- The Memorandum of Affiliation set out on Pages 80-81 by and between The University of Texas Medical Branch at Galveston and the Olin E. Teague Veterans' Center, Temple, Texas, was approved without objection to be effective upon approval by the U. T. Board of Regents. This Memorandum of Affiliation will provide training opportunities for students in occupational and physical therapy at the U. T. Galveston Allied Health Sciences School.

Agreement

FILE NO. 400
DOCUMENT ✓
REMARKS

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

MEMORANDUM OF AFFILIATION

BETWEEN:

THE UNIVERSITY OF TEXAS MEDICAL BRANCH
SCHOOL OF ALLIED HEALTH SCIENCES
GALVESTON, TEXAS

AND

OLIN E. TEAGUE VETERANS' CENTER

It is mutually agreed by The University of Texas, Galveston, Texas, and the Olin E. Teague Veterans' Center, Temple, Texas, that educational experiences for students in the Physical Therapy Program and Occupational Therapy Program - (Physical Dysfunction Program) will be provided at the VA facility.

The faculty of The University of Texas will assume responsibility, in coordination with the VA Staff, for the assignment of students. There will be coordination planning by the facility and 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.

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 institution complies with title VI of the Civil Rights Act of 1964, title IX of the Education Amendments of 1972 and section 504 of the Rehabilitation Act of 1973, and related regulations, and assures that it does not and will not discriminate against any employee or applicant for employment or registration in the course of study because of race, color, creed, sex, national origin, or handicap.

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 applicable State or Federal law, that State or Federal law will supersede the terms of this agreement. In the event of conflict between State and Federal laws, Federal laws will govern.

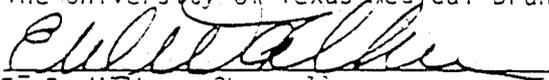
A periodic review of program and policies will be conducted under the auspices of the Office of Academic Affairs.

This memorandum of Affiliation may be terminated by either party or notice to the other six months in advance of the next training experience.

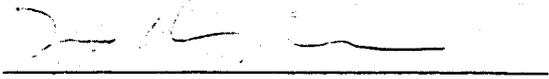
Date Signed: _____

Dr. William C. Levin, President
The University of Texas Medical Branch

Date Signed: 4/13/81


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

Date Signed: 2/27/81


V. J. Seida, Center Director
Olin E. Teague Veterans' Center

MEMORANDUM OF AFFILIATION BETWEEN THE UNIVERSITY OF TEXAS MEDICAL BRANCH
AT GALVESTON, SCHOOL OF ALLIED HEALTH SCIENCES, GALVESTON, TEXAS, AND
CLIVE E. TEAGUE VETERANS CENTER

FORM APPROVED:

BY [Signature]
General Counsel
The University of Texas System

CONTENT APPROVED:

BY [Signature]
Special Assistant to the Vice Chancellor
for Health Affairs, The University of
Texas System

ATTEST:

THE BOARD OF REGENTS OF THE
UNIVERSITY OF TEXAS SYSTEM:

Secretary, Board of Regents
The University of Texas System

BETTYANNE FIELDFORD

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

Based on Model

10. U. T. Galveston Medical Branch: Affiliation Agreements with
(a) Brookhaven Medical Center, Dallas, Texas, and (b) Clear
Lake Hospital, Webster, Texas. -- The affiliation agreements by
and between The University of Texas Medical Branch at Galveston
and the following facilities were approved without objection to be
effective upon approval by the U. T. Board of Regents:

FILE NO. 400
DOCUMENT
REMARKS

Facility

- Brookhaven Medical Center
Dallas, Texas

This agreement will provide training experiences with psychi-
atric patients for students in the U. T. Galveston Allied Health
Sciences School.

- Clear Lake Hospital
Webster, Texas

This agreement will provide learning opportunities for students
in the U. T. Galveston Nursing School.

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

11. U. T. Galveston Medical Branch: Memorandum of Affiliation with
the Veterans Administration Medical Center, Waco, Texas. -- With-
out objection, the Memorandum of Affiliation set out on Pages 82-83
by and between The University of Texas Medical Branch at Galveston
and the Veterans Administration Medical Center, Waco, Texas, was
approved to be effective upon approval by the U. T. Board of Regents.
This Memorandum of Affiliation, which follows the format used by the
Veterans Administration, will provide training opportunities for stu-
dents in occupational therapy at the U. T. Galveston Allied Health
Sciences School.

FILE NO. 400
DOCUMENT
REMARKS

MEMORANDUM OF AFFILIATION

BETWEEN

THE UNIVERSITY OF TEXAS MEDICAL BRANCH
SCHOOL OF ALLIED HEALTH SCIENCES
GALVESTON, TEXAS.

AND

THE VETERANS ADMINISTRATION MEDICAL CENTER
WACO, TEXAS

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

The faculty of The University of Texas Medical Branch, School of Allied Health Sciences will assume responsibility, in coordination with the VA staff, for the assignment of students. There will be coordinated planning by the facility and the faculty members. While in the 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.

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

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

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

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

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

Date Signed: 1/16/81

William C. Levin
Dr. William C. Levin, President
The University of Texas Medical Branch

Date Signed: 4/13/81

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

Date Signed: 7/5/81

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

MEMORANDUM OF AFFILIATION BETWEEN THE UNIVERSITY OF TEXAS MEDICAL BRANCH SCHOOL OF ALLIED HEALTH SCIENCES, GALVESTON, TEXAS, AND THE VETERANS ADMINISTRATION MEDICAL CENTER, WACO, TEXAS

FORM APPROVED:

CONTENT APPROVED:

BY [Signature]
General Counsel
The University of Texas System

BY [Signature]
Special Assistant to the Vice Chancellor
for Health Affairs, The University of
Texas System

ATTEST:

THE BOARD OF REGENTS OF THE
UNIVERSITY OF TEXAS SYSTEM:

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

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

based on Model

- 12. U. T. Health Science Center - Houston: Affiliation Agreements with
 - (a) Texas Department of Health Region II, Rosenberg, Texas,
 - (b) Nutrition Consultant Services of Houston, Inc., Houston, Texas,
 - and (c) Clear Lake Hospital, Webster, Texas. -- Unanimous approval was given to affiliation agreements by and between The University of Texas Health Science Center at Houston and the following facilities. The agreements had been executed by the appropriate officials of the institution and facility to be effective upon approval by the U. T. Board of Regents:

FILE NO. 450
DOCUMENT
REMARKS

Facility

- ✓ Texas Department of Health Region II
Rosenberg, Texas

This agreement will benefit the students of the U. T. Health Science Center - Houston.

- ✓ Nutrition Consultant Services of Houston, Inc.
Houston, Texas

This agreement will benefit the students in the U. T. Allied Health Sciences School - Houston.

- ✓ Clear Lake Hospital
Webster, Texas

This agreement will provide training opportunities for students in the U. T. Nursing School - Houston.

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

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 FILE NO. 1000
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 MARKS

13. U. T. Health Science Center - San Antonio (U. T. Medical School - San Antonio): Appointment of Ricardo Hector Asch, M.D., First Holder of the Jane and Roland Blumberg Professorship in Obstetrics and Gynecology Effective Immediately. -- Approval was given to appoint Ricardo Hector Asch, M.D., Associate Professor of Obstetrics and Gynecology, the first holder of the Jane and Roland Blumberg Professorship in Obstetrics and Gynecology at the U. T. Medical School - San Antonio of The University of Texas Health Science Center at San Antonio effective immediately.

Dr. Asch has achieved national recognition in research and has been equally well acclaimed by students, faculty and housestaff at the U. T. Medical School - San Antonio as an outstanding teacher.

Based on Model

14. U. T. Health Science Center - San Antonio: Affiliation Agreements with (a) Crown Dental Laboratory, Inc., San Antonio, Texas, and (b) Oral Prosthetic Services, San Antonio, Texas. -- Approval was given without objection to affiliation agreements by and between The University of Texas Health Science Center at San Antonio and the following facilities. The agreements had been executed by the appropriate officials of the institution and facility on the dates indicated below to be effective upon approval by the U. T. Board of Regents:

FILE NO. 400
 DOCUMENT
 MARKS

<u>Facility</u>	<u>Agreement Executed</u>
✓ Crown Dental Laboratory, Inc. San Antonio, Texas	March 30, 1981
✓ Oral Prosthetic Services San Antonio, Texas	March 30, 1981

These agreements follow the format for affiliation agreements approved by the U. T. Board of Regents on December 16, 1977. They will provide training opportunities for Dental Laboratory Technology students in the U. T. Allied Health Sciences School - San Antonio.

Rafael Urdaneta Univ.

15. U. T. Health Science Center - San Antonio: Compact of Academic and Scientific Interchange with Rafael Urdaneta University of Maracaibo, Venezuela. -- The Compact of Academic and Scientific Interchange set out on Pages 85 - 86 by and between The University of Texas Health Science Center at San Antonio and Rafael Urdaneta University of Maracaibo, Venezuela, was approved without objection. The agreement will be in Spanish and will be effective as soon as executed.

FILE NO. 400
 DOCUMENT
 MARKS

This agreement will open new educational experiences to the students and faculty of the U. T. Health Science Center - San Antonio.

ENGLISH TRANSLATION

A COMPACT OF ACADEMIC AND SCIENTIFIC INTERCHANGE
BETWEEN THE RAFAEL URDANETA UNIVERSITY OF
MARACAIBO, VENEZUELA AND THE UNIVERSITY OF TEXAS,
UNITED STATES OF AMERICA

The University of Texas Health Science Center in San Antonio, United States of America and the Rafael Urdaneta University of Maracaibo, Venezuela, by virtue of the prerogatives given to them by the constituted laws and in accordance with the purposes and objectives under which they were founded, formally establish a cooperative compact of academic and scientific interchange of benefit to both institutions.

The aspects that will be subject to this compact will be the following:

1. To plan and to implement a program of faculty interchange and development that covers both institutions.
2. To cooperate in planning, developing and implementing research projects in the field of Medicine.
3. To plan and to implement programs of technical assistance.
4. To plan and to implement programs of cultural interchange.

Each Program that is derived from each one of the points enunciated above will be carried out with respect to the general and special conditions that the representatives of both institutions consider pertinent and will only be carried out when the parties of this compact are completely in agreement.

This Compact shall become effective on the date approved by the Board of Regents of The University of Texas System and shall expire one year from that date. The Compact shall be automatically renewed for periods of one year unless termination is given by either party on or before the termination date. All programs initiated pursuant to this Compact are subject to the terms of the Compact and shall terminate upon the expiration of this Compact.

For the Rafael Urdaneta University

(signed on Spanish version)

Dr. Eloy Parraga Villamarín
Rector

(signed on Spanish version)

Dr. Vinicio Casas Rincón
Vice-Rector of Post Graduate
Studies and Research

(signed on Spanish version)

Lic. Bingen de Arbeloa
Secretary

Representatives of the University of Texas

(signed on Spanish version)

- 16. U. T. Cancer Center: Affiliation Agreement with the Rio Grande Radiation Treatment and Cancer Research Foundation, Inc., McAllen, Texas (Supersedes Agreement Approved on July 9, 1976 and Amended on October 12, 1979). -- An affiliation agreement by and between The University of Texas System Cancer Center and the Rio Grande Radiation Treatment and Cancer Research Foundation, Inc., McAllen, Texas, was approved without objection to be effective upon approval by the U. T. Board of Regents. This agreement supersedes the one approved by the U. T. Board of Regents on July 9, 1976 (dated September 30, 1976) and subsequently amended on October 12, 1979.

FILE NO. 400
DOCUMENT
REMARKS

This agreement, which follows the format for affiliation agreements approved by the U. T. Board of Regents on December 16, 1977, will permit the U. T. Cancer Center to maintain an active ongoing affiliation for purposes of training and professional consultation.

It was noted that the responsibility for staffing and operation of the Rio Grande Radiation Treatment Center would again be under the control of the Foundation.

17. U. T. Health Science Center - Dallas, U. T. Galveston Medical Branch, U. T. Health Science Center - Houston, U. T. Health Science Center - San Antonio, U. T. Cancer Center and U. T. Health Center - Tyler: Nominees to Development Boards.--On the following development boards of the health-related institutions of The University of Texas System, nominees were designated for the present vacancies and for those occurring on August 31, 1981. The names of those accepting together with the authorized membership of each organization will be reported to the U. T. Board of Regents at a subsequent meeting:

a. The University of Texas Health Science Center at Dallas

Development Board

FILE NO. 16
DOCUMENT
REMARKS

b. The University of Texas Medical Branch at Galveston

Development Board

FILE NO. 17
DOCUMENT
REMARKS

c. The University of Texas Health Science Center at Houston

Development Board

FILE NO. 18
DOCUMENT
REMARKS

d. The University of Texas Health Science Center at San Antonio

Development Board

FILE NO. 19
DOCUMENT
REMARKS

e. The University of Texas System Cancer Center

Board of Visitors of University Cancer Foundation

FILE NO. 20
DOCUMENT
REMARKS

f. The University of Texas Health Center at Tyler

Development Board

FILE NO. 22
DOCUMENT
REMARKS

REPORT OF LAND AND INVESTMENT COMMITTEE (Pages 88 - 109). --
 Committee Chairman Hav filed with the Secretary the following report of
 the Land and Investment Committee stating that all items had been con-
 ducted in open session and were unanimously approved, unless otherwise
 indicated. The report was adopted without objection:

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

Mortgage Loan Program - Seller Servicers

Permanent University Fund: Approval of Change in Ownership of First Mortgage Company of Texas, Inc., Houston, Texas, Seller-Servicer of FHA and VA Mortgages. --System Administration reported the following: 1) the First Mortgage Company of Texas, Inc., Houston, Texas, a Seller-Servicer of FHA and VA Mortgages for the Permanent University Fund, is being acquired by Harris County Mortgage Company, Inc., Houston, Texas, 2) under the Purchasing and Servicing agreement with First Mortgage Company of Texas, Inc., the transfer of ownership must have the approval of the Board of Regents or the contract may be terminated, and 3) if the transfer of ownership is approved, the mortgaging service will continue to be conducted under the name of First Mortgage Company of Texas, Inc., the same officers will manage the new company, and servicing personnel and methods will remain unchanged.

FILE NO. 1000
 DOCUMENT
 REMARKS

Upon recommendation of the Land and Investment Committee, approval was given to transfer the ownership of the stock of First Mortgage Company of Texas, Inc., and accept Harris County Mortgage, Inc., as a purchaser and as the successor.

I. PERMANENT UNIVERSITY FUND

A. INVESTMENT MATTERS

1. Report on Clearance of Monies to Permanent University Fund for March and April 1981 and Report on Oil and Gas Development as of April 30, 1981. -- The following reports with respect to (a) certain monies cleared to the Permanent University Fund for March and April 1981 and (b) Oil and Gas Development as of April 30, 1981, were submitted by the Executive Director for Investments and Trusts. Chairman Hay directed the Board's attention to the 162.22% change:

Permanent University Fund	March, 1981	April, 1981	Cumulative This Fiscal Year (1980-1981)	Cumulative Pre-ceding Fiscal Year (1979-1980)	Per Cent Change
Royalty					
Oil	\$12,428,755.51	\$10,920,205.42	\$ 70,339,403.13	\$48,509,931.18	45.00%
Gas	4,092,737.90	2,942,106.75	25,473,166.27	22,768,160.18	11.88%
Sulphur	500,421.40	701,091.93	3,226,939.42	2,290,196.31	40.90%
Water	18,552.84	15,631.82	139,141.51	193,629.97	(28.14%)
Brine	4,066.35	6,676.78	40,527.59	25,615.98	58.21%
Rental					
Oil and Gas Leases	628,134.90	8,286.60	1,696,947.71	1,862,590.36	(8.89%)
Other	2,150.84		4,914.35	6,758.47	(27.29%)
Sale of Sand, Gravel, Etc.	23,569.97	5,861.21	37,758.19	21,436.61	76.14%
Gain or (Loss) on Sale of Securities	(62,877.80)	482,826.22	472,854.47	34,404.05	1,286.51%
Transfer from Special 1% Fee Fund			150,000.00	-0-	100.00%
Sub-Total	<u>\$17,635,451.91</u>	<u>\$15,082,686.73</u>	<u>\$101,581,652.64</u>	<u>\$75,712,423.11</u>	34.17%
Bonuses					
Oil and Gas Lease Sales	\$52,882,000.00	\$ -0-	\$ 97,073,500.00	\$ -0-	100.00%
Amendments and Extensions to Mineral Leases	644.85	32,035.00	538,375.29	252,310.42	113.38%
Total Bonuses	<u>\$52,882,644.85</u>	<u>\$ 32,035.00</u>	<u>\$ 97,611,875.29</u>	<u>\$ 252,310.42</u>	
TOTAL CLEARANCES	<u>\$70,518,096.76</u>	<u>\$15,114,721.73</u>	<u>\$199,193,527.93</u>	<u>\$75,964,733.53</u>	162.22%

Oil and Gas Development - April 30, 1981
Acreage Under Lease - 1,074,083

Number of Producing Acres - 444,667

Number of Producing Leases - 1,385

FILE NO. 150
DOCUMENT NO. 200
MARKS

- 89 -

2000

B. LAND MATTERS

Easements and Surface Leases Nos. 5396-5435, Material Source Permits Nos. 608-609, Assignment of Leases Nos. 4017 and 4284, Flexible Grazing Leases Nos. 80-86, Amendment to Flexible Grazing Leases Nos. 23 and 62 and Potable/Industrial Water Contract No. 191. --Application for Easements and Surface Leases Nos. 5396-5435, Material Source Permits Nos. 608-609, Assignment of Leases Nos. 4017 and 4284, Flexible Grazing Leases Nos. 80-86, Amendment to Flexible Grazing Leases Nos. 23 and 62 and Potable/Industrial Water Contract No. 191, that were recommended by the Vice Chancellor for Business Affairs were approved. All had been approved as to content by the appropriate officials. Payment for each had been received unless otherwise indicated, and each document was on the University's standard form when applicable and was at the standard rate effective August 1, 1979, (adopted June 1, 1979) unless otherwise indicated.

1. Easements and Surface Leases Nos. 5396-5435

FILE NO. 1070-90
DOCUMENT 7
REMARKS

No.	Company	Type of Permit	County	Location (Block #)	Distance or Area	Period	Consideration
5396	The Superior Oil Company (Renewal of 4096)	Surface Lease Salt water disposal	Crockett	46	5 Acres	3/1/81- 2/28/82	\$ 1,000.00*
5397	Adobe Oil & Gas Corporation (Renewal of 4134)	Surface Lease Salt water disposal	Crockett	47	1 Acre	4/1/81- 3/31/82	1,000.00*
5398	Saxon Oil Company	Surface Lease Salt water disposal	Reagan	10	1 Acre	6/12/81- 5/31/82	1,000.00*
5399	Hendrix Construction Company	Surface Lease Oil field equip. yard	Reagan	11	112' x 250'	4/1/81- 3/31/82	400.00**
5400	J M Petroleum Corporation	Surface Lease Crude oil truck Unloading station	Crockett	46	200' x 200'	3/1/81- 2/28/91	2,000.00 (Full)

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

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

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- 16 -

No.	Company	Type of Permit	County	Location (Block #)	Distance or Area	Period	Consideration
5401	Exxon Corporation (Renewal of 3299)	Pipe Line Gas line	Ward	16	413.30 rods of 3-1/2 inch	6/1/81- 5/31/91	\$ 1,239.90
5402	Exxon Corporation (Renewal of 3290)	Pipe Line Gas line	Ward	16	669.60 rods of 3-1/2 inch	6/1/81- 5/31/91	2,008.80
5403	El Paso Natural Gas Company (Renewal of 3289)	Pipe Line Gas line	Andrews	1	3:30 rods of 4-1/2 inch	6/1/81- 5/31/91	200.00 (Min.)
5404	Transwestern Pipeline Company (Renewal of 3246)	Pipe Line Gas line	Winkler	21	390.61 rods of 12 inch	4/1/81- 3/31/91	1,562.44
5405	Oasis Pipe Line Company	Power Line Distribution	Crockett	32	261.27 rods of Single pole	3/1/81- 2/28/91	391.91
5406	West Texas Utilities Company	Power Line Transmission	Pecos	16	1,454.79 rods of H-Frame	5/1/81- 4/30/91	5,091.77
5407	Lone Star Gas Company of Texas, Inc.	Pipe Line Gas line	Ward	18 & 20	1,325.92 rods of 8 inch	2/1/81- 1/31/91	4,640.72
5408	Friemel & Carpenter, Inc.	Pipe Line Water line	Andrews	10	496.79 rods of 3 inch	4/1/81- 3/31/91	1,738.77
5409	Gulf Pipeline Company (Renewal of 3263)	Pipe Line LPG line	Crane	30	2,754.91 rods of 6-5/8 inch	6/1/81- 5/31/91	8,264.73
5410	Gulf Oil Corporation (Renewal of 3249)	Pipe Line Gas line	Crane	31	87.2 rods of 6-5/8 inch	7/1/81- 6/30/91	261.60
5411	Community Public Service Company	Power Line Transmission	Pecos	18, 19 & 20	3,298.88 rods of H-Frame	3/1/81- 2/28/91	11,546.08
5412	Flag-Redfern Oil Company (Renewal of 3294)	Pipe Line Oil line	Crane	30	311.0 rods of 4-1/2 inch	8/1/81- 7/31/91	933.00

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No.	Company	Type of Permit	County	Location (Block #)	Distance or Area	Period	Consideration
5413	Atlantic Richfield Company (Renewal of 3257)	Pipe Line Gas line	Crane	31	444.70 rods under 12 inch	7/1/81- 6/30/91	\$ 1,334.10
5414	Atlantic Richfield Company (Renewal of 3307)	Pipe Line Water line	Crane	31	843.89 rods of 4 inch	7/1/81- 6/30/91	2,531.67
5415	Phillips Petroleum Company (Renewal of 3264)	Pipe Line Gas line	Crane	30	2,135.80 rods under 12 inch	5/1/81- 4/30/91	6,407.40
5416	Phillips Petroleum Company	Pipe Line Gas line	Andrews	11	162.79 rods of 4-1/2 inch	4/1/81- 3/31/91	569.77
5417	Phillips Petroleum Company	Pipe Line Gas line	Reagan	10 & 58	956.91 rods under 12 inch	4/1/81- 3/31/91	3,349.19
5418	El Paso Natural Gas Company (Renewal of 3284)	Pipe Line Gas line	Crockett	39	86.67 rods of 4-1/2 inch	6/1/81- 5/31/91	260.01
5419	El Paso Natural Gas Company (Renewal of 3235)	Pipe Line Gas line	Andrews	1 & 9	18.757 rods under 12 inch	6/1/81- 5/31/91	200.00 (Min.)
5420	Valero Transmission (Renewal of 3308)	Pipe Line Gas line	Terrell	35	786.36 rods of 36 inch	8/1/81- 7/31/91	5,111.34 ^A
5421	Phillips Petroleum Company	Pipe Line Gas line	Andrews	10 & 11	363.52 rods of 4-1/2 inch	4/1/81- 3/31/91	1,272.32
5422	David Fasken (Renewal of 3306)	Pipe Line Salt Water line	Andrews	4	145.00 rods of 2-3/8 inch	8/1/81- 7/31/91	435.00
5423	Oasis Pipe Line Company	Pipe Line Gas line	Winkler	21	170.58 rods of 4 inch	3/1/81- 2/28/91	597.03

^ANegotiated by the Manager of University Lands, Surface Interests.

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No.	Company	Type of Permit	County	Location (Block #)	Distance or Area	Period	Consideration
5424	Oasis Pipe Line Company	Pipe Line Gas line	Winkler	21	259.62 rods of 4 inch	3/1/81- 2/28/91	\$ 908.67
5425	Texas-New Mexico Pipe Line Company (Renewal of 3267)	Pipe Line Oil line	Crane	30 & 31	1,655.00 rods under 12 inch	5/1/81- 4/30/91	4,965.00
5426	County of El Paso	Surface Lease Airport runway and clear zone	El Paso	"L"	7.54 Acres	6/1/81- 5/31/2001	*
5427	Texas Electric Service Company	Power Line Transmission	Crane	30 & 31	2,695.18 rods of H-Frame	6/1/81- 5/31/91	9,433.13
5428	Southwest Texas Electric Cooperative, Inc.	Power Line Distribution	Crockett	33	307.272 rods of Single pole	4/1/81- 3/31/91	460.91
5429	Southwest Texas Electric Cooperative, Inc.	Power Line Distribution	Reagan & Crockett	47, 49 & 50	227.333 rods of Single pole	3/1/81- 2/28/91	341.00
5430	Southwest Texas Electric Cooperative, Inc.	Power Line Distribution	Reagan & Crockett	47, 48 & 49	800.00 rods of Single pole	3/1/81- 2/28/91	1,200.00
5431	Southwest Texas Electric Cooperative, Inc.	Power Line Distribution	Pecos	19 & 21	720.121 rods of Single pole	4/1/81- 3/31/91	1,080.18
5432	Southwest Texas Electric Cooperative, Inc.	Power Line Distribution	Reagan & Crockett	49 & 50	299.212 rods of Single pole	1/1/81- 12/31/90	448.82
5433	Southwest Texas Electric Cooperative, Inc.	Power Line Distribution	Crockett	47 & 48	241.818 rods of Single pole	1/1/81- 12/31/90	362.73

*It is the policy of this office not to charge Counties for facilities such as this.

8553

No.	Company	Type of Permit	County	Location (Block #)	Distance or Area	Period	Consideration
5434	Southwest Texas Electric Cooperative, Inc.	Power Line Distribution	Schleicher	54	161.151 rods of Single pole	1/1/81-12/31/90	\$ 241.73
5435	Southwest Texas Electric Cooperative, Inc.	Power Line Distribution	Crockett	31	243.636 rods of Single pole	10/1/80-9/30/90	365.45

2. Material Source Permits Nos. 608-609

No.	Grantee	County	Location	Quantity	Consideration
608	MRT Construction, Inc.	Andrews	Block 11	1,100 cubic yards of caliche	\$ 550.00
609	Charles Wright Company, Inc.	Ward	Block 19	2,100 cubic yards of pad dirt	1,050.00

3. Assignment of Leases Nos. 4017 and 4284

No.	Assignor	Assignee	Type of Permit	County	Consideration
4017	Odessa Natural Corporation	Odessa Natural Company	Pipe Line	Crane	\$ 200.00
4284	Summit Gas Company	The Crude Company	Surface Lease	Crane	200.00

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REMARKS

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REMARKS

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4. Flexible Grazing Leases Nos. 80-86

The following grazing leases are for a ten year term in accordance with the Flexible Grazing Lease Policies adopted by the Board of Regents at its June 1979 meeting. These policies provide that the lessee carry out the range conservation and/or ranch improvement practices specified in said leases which shall be certified by the Manager of University Lands--Surface Interests. These leases are on the University's standard form with semiannual payment of rental on January 1 and July 1 of each year.

FILE NO. DOCUMENT NO. REMARKS	No.	Lessee	Location		Acreage	Period	Minimum Rental Per Acre	Minimum Annual Rental	Semi- Annual Rental
			County	Block					
	80	Basil Dunlap (Renewal of 1111)	Crockett	29	1,434.00	7/1/81- 6/30/91	\$0.91	\$ 1,304.94	\$ 652.47
	81	Don Dunlap (Renewal of 1112)	Crockett	29	3,453.30	7/1/81- 6/30/91	0.93	3,211.57	1,605.79
- 95 -	82	John Dublin, Jr. (Renewal of 1113)	Crockett	38, 39, 41 & 42	11,245.20	7/1/81- 6/30/91	0.80	8,996.16	4,498.08
	83	Vannie E. Cook, Jr. (Renewal of 1114)	Crane & Upton	30 & 31	60,540.16	7/1/81- 6/30/91	0.32	19,372.85	9,686.43
	84	John Weatherby (Renewal of 1115)	Reagan	9 & 10	6,775.20	7/1/81- 6/30/91	0.79	5,352.41	2,676.21
	85	James E. Hill, Jo E. Hill Joe E. Hill & G. M. Hill (Renewal of 1143)	Andrews	13	24,817.90	7/1/81- 6/30/91	0.41	10,175.34	5,087.67
	86	Billy Wyche, Jr. (Renewal of 1175)	Andrews	10 & 11	26,651.94	7/1/81- 6/30/91	0.51	13,592.49	6,796.25

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FILE NO. 17100
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REMARKS

5. Amendment to Flexible Grazing Leases Nos. 23 and 62

No.	Lessee	Location		Acreage	Period	Minimum Rental Per Acre	Minimum Annual Rental	Semi-Annual Rental
		County	Block					
23	Freda Nutt Hanks, Fred W. Nutt and Billie Hanks*	Pecos	19	1,282.70	1/1/80-12/31/89	\$0.43	\$ 551.56	\$ 275.78
62	Cheryl Parker Shipp and Lucius E. Shipp**	Reagan	1 & 2	14,133.10	7/1/80-6/30/90	0.70	9,893.17	4,946.59

*Prior to the amendment, this lease was in the name of Freda Nutt Hanks only.

**The amendment to this lease changes the names in which this lease is made due to the death of O. W. Parker, Jr. Prior to the amendment, this lease was in the names of O. W. Parker, Jr. and Cheryl Parker Shipp.

96 - FILE NO. 1050
DOCUMENT
REMARKS

6. Potable/Industrial Water Contract No. 191

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

No.	Grantee	County	Location	Period	Consideration
191	Gulf Oil Corporation (Renewal of 160)	Crane	Block 30	5/4/81-5/3/86	\$ 100.00*

*The annual advance rental is \$100.00, Royalty is \$0.15 per 1,000 gallons of water produced, with a minimum of \$300.00 per year.

1050

II. TRUST AND SPECIAL FUNDS

A. GIFTS AND ESTABLISHMENT OF ENDOWED FUNDS

1. U. T. System: Acceptance of Benefits of The Ross W. Barham and Matilda H. Barham Charitable Trust by Mr. and Mrs. Ross W. Barham, Helotes, Texas. -- Unanimous approval was given to accept benefits from a proposed unitrust by Mr. and Mrs. Ross W. Barham, Helotes, Texas, to The University of Texas System for furthering advanced research at its component institutions, subject to approval of the Trust Instrument by the Internal Revenue Service. The Frost National Bank of San Antonio is presently named the Trustee of the unitrust which will be named The Ross W. Barham and Matilda H. Barham Charitable Trust.

616
 FILE NO. 1070
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 REMARKS

It was noted that Mr. and Mrs. Barham had indicated that initial funding of the unitrust would be approximately \$600,000 with possible additions to it. The unitrust provides for annual distributions of 5% of the annual fair market value of the assets during the joint lifetime of the Trustors and then to the survivor of the Trustors in his or her lifetime. Provisions of the unitrust regarding disposition of assets and income are as follows:

"3. Final Settlement of Unitrust: Upon the death of the last of Trustors to die, being the end of the payment period, the Unitrust shall terminate, but the entire corpus of the Unitrust shall continue to be held by the Trustee, in perpetuity, as an exempt Trust under section 501 (a) of the Internal Revenue Code of 1954 and the regulations thereunder for the charitable and educational purposes hereinafter described.

4. Dispositive Provisions after Unitrust Term: Upon termination of the Unitrust, the entire corpus of the Trust, shall continue to be held by the Trustee, in perpetuity, as a Trust for the exclusive benefit of THE UNIVERSITY OF TEXAS SYSTEM. The Trustee shall distribute periodically, but in any event not less often than annually, the net income therefrom to THE UNIVERSITY OF TEXAS SYSTEM, it being the desire of the Trustors that such distributions be used for advanced research by the component institutions of said system."

Arthur Andersen + Co.

2. U. T. Austin: Report of Additional Funding and Approval to Change the Terms of the Arthur Andersen & Co. Alumni Professorship in Accounting in the College of Business Administration. -- President Flawn reported that the Arthur Andersen & Co. had increased the endowment for the Arthur Andersen & Co. Alumni Professorship in Accounting by \$100,000 to be combined with an earlier gift of \$100,000 for the Professorship.

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 FILE NO. 1070
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 REMARKS

Upon acknowledgment of the report and recommendation of President Flawn and Chancellor Walker, approval was given to change the terms of the Arthur Andersen & Co. Alumni Professorship in Accounting in the College of Business Administration at The University of Texas at Austin.

The funds held in The Business School Foundation will be administered per the agreement with the Foundation and will be used in combination with the funds presently held in the Common Trust Fund to fund the Professorship in accordance with the Regents' Rules and Regulations. The change is set out below:

During periods in which the professorship is vacant, the income therefrom may be used for the purpose of providing a new Arthur Andersen & Co. Alumni Professor. The income may be used for such things as travel of potential candidates to campus for interviews, for moving expenses, and other costs related to the recruitment of a new Arthur Andersen & Co. Professor. If the holder is on leave from The University of Texas at Austin, the income shall be added to the principal endowment of the Arthur Andersen & Co. Alumni Professorship.

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

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REMARKS

<u>Donor</u>	<u>Gifts</u>	<u>Purpose or Endowment Established</u>
Mr. <u>Hubert R. Hudson</u> , Brownsville, Texas	1,000 shares of San Juan Basin Royalty Trust stock valued at \$14,600	<u>Brahman Energy Co. Scholarship Fund in the Dept. of Geological Sciences.</u> Income from the endowment will be used to support students attending the senior geology field course.
Dr. <u>Lorene L. Rogers</u> Austin, Texas	\$10,000	<u>Lorene L. Rogers Excellence Fund in the Dept. of Home Economics.</u> Income will be used to support faculty and student development in nutrition. Dr. Rogers served as President of U. T. Austin for 5 years and has been on the faculty for over 30 years. NO PUBLICITY.

- 3(a) U. T. Austin: Acceptance of Gift from Regent Howard N. Richards and Establishment of the Katherine Ross Richards Memorial Award in Nutrition in the Department of Home Economics. -- Committee Chairman Hay moved that the gift of \$1,544 cash and 224 shares of Texas Commerce Bancshares, Inc., common stock valued at \$8,456 from Regent Howard N. Richards be accepted and the Katherine Ross Richards Memorial Award in Nutrition in the Department of Home Economics at The University of Texas at Austin be established. The motion was duly seconded and unanimously prevailed.

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REMARKS

Committee Chairman Hay, on behalf of the Committee, expressed appreciation to the Regents' colleague, Regent Howard N. Richards, for this generous gift.

4. U. T. Austin: Approval to Dissolve the H. B. "Hank" Harkins Professorship in Constructive Capitalism in the Graduate School of Business and Establishment of the Harkins and Company Chair. -- Unanimous approval was given to dissolve the H. B. "Hank" Harkins Professorship in Constructive Capitalism in the Graduate School of Business at U. T. Austin and to combine the funding of \$100,000 of this Professorship with \$400,000 held by The Business School Foundation to establish the Harkins and Company Chair. Funds held in The Business School Foundation will be administered per the agreement with the Foundation.

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REMARKS

5. U. T. Austin: Acceptance of Pledge from the CBA Foundation Advisory Council and the Board of Directors of the CBA Century Club and Establishment of the Century Club Professorship in the College of Business and Graduate School of Business. -- Without objection, approval was given to accept a pledge of \$100,000 to be paid \$20,000 annually for the next five years from the CBA Foundation Advisory Council and the Board of Directors of the CBA Century Club and to establish the Century Club Professorship in the College of Business and Graduate School of Business at U. T. Austin. Income from the endowment will flow in perpetuity to a member of the faculty of the College and Graduate School of Business designated as the Century Club Professor. In addition to the Century Club membership gifts, a minimum stipend of \$5,000 will be paid to the Century Club Professor during the years when the endowment is being accumulated and the income does not otherwise provide a minimum \$5,000 stipend.

676
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REMARKS

It was noted that in the event the Century Club Professor is on leave of absence or if the Professorship is vacant, the income shall accumulate and may be returned to the principal endowment. At the discretion of the Dean with concurrence of the President of The University of Texas at Austin, such accumulated income may be used to defray such costs as travel for interviews of candidates, moving expenses for the selected recipient, publicity, etc.

6. U. T. Austin: Establishment of the Daniel B. Stuart Centennial Professorship in the Application of Computers to Business and Management in the Graduate School of Business. -- Unanimous approval was given to the request of The Business School Foundation to establish the Daniel B. Stuart Centennial Professorship in the Application of Computers to Business and Management in the Graduate School of Business at The University of Texas at Austin.

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REMARKS

The Professorship will be funded by The Business School Foundation. Mr. Daniel B. Stuart, Dallas, Texas, has pledged \$100,000 to The Business School Foundation to fund the professorship.

7. U. T. Austin: Acceptance of Gift of Securities from Mr. J. C. Walter, Houston, Texas, to the College of Engineering and the College of Natural Sciences. -- Without objection, approval was given to accept 22,400 shares of Houston Oil and Minerals Corporation common stock valued at approximately \$1,000,000 from Mr. J. C. Walter of Houston, Texas. These shares in equal amounts are for the benefit of the College of Engineering and the College of Natural Sciences at The University of Texas at Austin. A recommendation for use of the gift will be made at a later date.

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REMARKS

8. U. T. Austin (College of Engineering) and U. T. Cancer Center (U. T. M.D. Anderson Hospital): Acceptance of Gift of Securities from Mr. R. B. Trull, Palacios, Texas. -- Unanimous approval was given to accept 28,014 shares of Houston Oil and Minerals Corporation common stock valued at approximately \$1,424,000 from Mr. R. B. Trull, Palacios, Texas. This gift is to be divided equally between the College of Engineering of The University of Texas at Austin and the U. T. M. D. Anderson Hospital of The University of Texas System Cancer Center. Recommendation for use of the gift will be made at a later date.

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REMARKS ---

9. U. T. El Paso: Approval to Designate the Arleigh B. Templeton Professorship as the Arleigh B. Templeton Professorship in Financial Management and Banking in the College of Business Administration. -- Upon recommendation of President Monroe and Chancellor Walker, approval was given to designate the Arleigh B. Templeton Professorship as the Arleigh B. Templeton Professorship in Financial Management and Banking in the College of Business Administration at The University of Texas at El Paso.

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REMARKS ---

It was noted that on July 11, 1980, the Board of Regents of The University of Texas System established the Arleigh B. Templeton Professorship at The University of Texas at El Paso, but the specific purpose of the professorship was not designated.

10. U. T. Permian Basin - Ellen and Bill Noel Scholarship Fund: Authorization to File Lawsuit to Remove Investment Restriction. -- The Administration called to the attention of the Land and Investment Committee that the original trust instrument executed on December 12, 1973, creating the Ellen and Bill Noel Scholarship Fund at The University of Texas of the Permian Basin contained the following clause:

FILE NO. 1070
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REMARKS ---

"The Stock hereinabove described and any other contributions to the principal shall be retained for a period of ten (10) years, after which period the said Board of Regents shall have full investment authority; provided, however, they may at their discretion continue to hold said Stock without liability for failure to diversify or otherwise."

The recommendation of Executive Director Lobb and Chancellor Walker, concurred in by Ellen and Bill Noel (founders of the trust), for permission to request the Attorney General to prepare pleadings and ask a District Court in Travis County, Texas, to remove the restriction contained in the above paragraph of the instrument establishing the referenced fund by deleting the requirement that the stock be retained for a period of 10 years was approved without objection.

11. U. T. Health Science Center - Dallas: Acceptance of Gift and Establishment of the Fouad Bashour Professorship in Cardiovascular Physiology. -- Without objection, approval was given to accept a gift of \$100,000 from the Cardiology Fund of Dallas, Dallas, Texas, and to establish the Fouad Bashour Professorship in Cardiovascular Physiology at The University of Texas Health Science Center at Dallas.

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REMARKS ---

F. A. Bashour, M. D., Ph. D., is a Professor of Medicine at U. T. Health Science Center - Dallas and serves as one of the trustees of the Cardiology Fund which is a private non-profit corporation which receives the professional fees from Dr. Bashour's practice at Methodist Hospital of Dallas.

- 12. U. T. Health Science Center - Dallas: Establishment of the Frank C. Erwin, Jr. Professorship in Obstetrical Biochemistry in the Department of Obstetrics and Gynecology. FILE NO. 1000
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REMARKS
Upon recommendation of President Sprague and Chancellor Walker, and without objection, the Frank C. Erwin, Jr. Professorship in Obstetrical Biochemistry in the Department of Obstetrics and Gynecology at The University of Texas Health Science Center at Dallas was established. This professorship in honor of Mr. Frank C. Erwin, Jr., former Regent and Chairman of the U. T. Board of Regents, is to be funded by a transfer of \$100,000 from departmental MSRDP funds.

- 13. U. T. Galveston Medical Branch: Establishment of the Dr. Edgar J. Poth Charitable Remainder Trust was Withdrawn. -- The recommendation to establish the Dr. Edgar J. Poth Charitable Remainder Trust was withdrawn. FILE NO. 1000
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REMARKS

- 14. U. T. Galveston Medical Branch: James E. Beall II Memorial Lectureship and Awards in Anatomy and the Neurosciences Changed to the James E. Beall II Memorial Lectureship and Awards (Including an Annual Student Address Award). -- FILE NO. 1000
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REMARKS
Upon recommendation of the Administration, and without objection, approval was given to change the James E. Beall II Memorial Lectureship and Awards in Anatomy and the Neurosciences to the James E. Beall II Memorial Lectureship and Awards (including an Annual Student Address Award) at The University of Texas Medical Branch at Galveston. Funds totaling \$32,400 are currently held in this endowment with the income to continue to be used for a lectureship and an award in anatomy and the neurosciences and to offer an additional Annual Student Address Award which will be open to all graduate students at the U. T. Galveston Medical Branch.

The redesignation of part of the endowment income will allow broader utilization of the increased income resulting from additional contributions.

- 15. U. T. Health Science Center - Houston: Establishment of the Deborah Frances Soderstrom Memorial Scholarship Fund. -- FILE NO. 1000
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REMARKS
Unanimous approval was given to establish the Deborah Frances Soderstrom Memorial Scholarship Fund at The University of Texas Health Science Center at Houston. This scholarship is to be funded with funds in excess of \$10,000, which were previously reported in the small gifts report, which are available for this scholarship. It is anticipated the fund balance will reach \$25,000.

Mr. and Mrs. E. H. Soderstrom, Houston, Texas, initiated this fund in memory of their daughter, Deborah Frances, and have requested the income be used as set out on Page 102.

"It is our desire that the scholarship award be made on the basis of need to students of The University of Texas Medical School who are citizens of the United States without regard to sex, color or creed. It is our further desire that the students awarded the scholarship would be those first entering the Medical school and that the assistance would be continued each year thereafter until graduation provided he or she meets the school's academic and other enrollment requirements. Actual selection of the student recipients would be left to the discretion of the Dean of Students. We would appreciate, however, the opportunity to meet the persons so selected in order to get to know them and hopefully encourage and assist them in other ways."

- 16. U. T. Health Science Center - Houston: Acceptance of Gift From Jack R. Winston, D.D.S., Houston, Texas and Establishment of the Jack R. Winston Lectureship in Restorative Dentistry. -- A gift of \$100,000 from Jack R. Winston, D.D.S., Houston, Texas, was accepted, with sincere appreciation, and the Jack R. Winston Lectureship in Restorative Dentistry was established. Income is to be used to support a program which will bring distinguished individuals to the campus to present lectures in restorative dentistry. Excess income will be available for discretionary use by the Dean of The University of Texas Dental Branch at Houston.

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DOCUMENT
REMARKS

- 17. U. T. Health Science Center - San Antonio: Report of Appointment of the U. T. Board of Regents as Substitute Trustee of the Jane Belcher Trust and Receipt of Trust Assets. -- Executive Director Lobb and Chancellor Walker presented the following report: "In accordance with the Consent Agreement authorized at the February 12-13, 1981, U. T. Board of Regents meeting, an agreed judgment has been entered by the 166th District Court of Bexar County, Texas, discharging Frost National Bank of San Antonio from any responsibility concerning the trust created under the Will of Jane Belcher and appointing The University of Texas System Board of Regents to serve as Substitute Trustee. Funds in the amount of \$97,198.81, representing the assets of the trust, have been received from the Frost National Bank. Income is to be used to award scholarships to unmarried medical students attending The University of Texas Medical School at San Antonio."

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REMARKS

- 18. U. T. Cancer Center: Establishment of the Kathryn O'Connor Research Professorship. -- Without objection, approval was given to establish the Kathryn O'Connor Research Professorship to be funded by a gift of \$200,000 from The Kathryn O'Connor Foundation of Victoria, Texas. This gift was reported in an earlier institutional docket.

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REMARKS

- 19. U. T. Cancer Center: Establishment of the Hubert L. and Olive Stringer Chair in Basic Science in Honor of Sally Stringer. Approval of Future Use of Income from the Hubert L. Stringer Trust. -- Unanimous approval was given to establish at The University of Texas System Cancer Center the Hubert L. and Olive Stringer Chair in Basic Science in honor of Sally Stringer to be funded by a transfer of \$448,470.57 from the Hubert L. and Olive Stringer Chair in Oncology and a transfer of \$151,529.43 from accumulated income for a total of \$600,000.

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REMARKS

The Land and Investment Committee also approved the recommendation of President LeMaistre and Chancellor Walker that future distributions from the First Wichita Falls National Bank, Wichita Falls, Texas, Trustee of the Hubert L. Stringer Trust, to endowment funds be divided equally between the two Stringer Chairs.

B. BEQUESTS AND ESTABLISHMENT OF ENDOWED FUNDS

1. U. T. Austin: Acceptance of Bequest from the Estate of Leona Lota Harris and Establishment of the Leona Lota Harris Endowment Fund. -- Without objection, approval was given to accept a bequest from the Estate of Leona Lota Harris, deceased, and to establish the Leona Lota Harris Endowment Fund at The University of Texas at Austin. Total value of the estate is \$200,000

FILE NO. 1070
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REMARKS

A partial distribution of \$8,577.61 has been received and a report will be made upon receipt of the final distribution.

2. U. T. Austin - U. T. Cancer Center: Acceptance of Bequest from the Estate of Bessie McGoldrick, Deceased. -- The Land and Investment Committee authorized acceptance of the benefits for The University of Texas at Austin and The University of Texas System Cancer Center under the following terms of the Will of Bessie McGoldrick, deceased. The residuary estate is estimated at \$300,000:

FILE NO. 1071
DOCUMENT
REMARKS

"FIFTH: I GIVE, DEVISE and BEQUEATH all of the residue and remainder of my property of every kind and character and wheresoever situated, in the shares and to the organizations named, as follows:

B. A share equal to seventeen percent (17%) of such property to the BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM, as Trustees, subject to the provisions of Article SIXTH of this will.

D. A share equal to seventeen percent (17%) of such property to THE UNIVERSITY OF TEXAS M. D. ANDERSON HOSPITAL AND TUMOR INSTITUTE AT HOUSTON, for cancer research and for medical care of indigent cancer patients.

SIXTH: The property devised and bequeathed by this Will to the BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM, as Trustees, shall be held in trust, dedicated to the memory of my deceased daughter ELIZABETH MCGOLDRICK SURGINER. The net income of the trust shall be used to provide scholarships for students in financial need who are studying in the Fine Arts College of The University of Texas at Austin, Texas. If the purpose of the trust becomes impracticable, or if by reason of changed conditions its further execution becomes unnecessary or unwise in the judgment of the Trustees, such Trustees, acting by a majority vote, may designate another purpose which they may deem more appropriate under the circumstances, and the purpose so designated shall thereupon become the purpose of the trust. Except as otherwise provided in this Will, the terms and provisions of the Texas Trust Act, as the same may have been and hereafter may be amended from time to time, shall apply to the trust herein created..."

A final report and recommendations for utilization of the bequests will be submitted for the consideration of the U. T. Board of Regents when the administration of the estate is completed.

Ms. Genevieve Wright and R. A. Wright of Corpus Christi, Texas, are the Independent Co-Executors.

C. REAL ESTATE MATTERS Mineral Lease (Release) Humble Oil + Refining Co. Montgomery County, Texas Boy Scouts of America Houston Area Council

1. U. T. System - Hogg Foundation for Mental Health - W. C. Hogg Memorial Fund: Authorization to Execute Surface Waivers on 158 Acres in the Ransom House Survey, Montgomery County, Texas, Subject to the Agreement of the Sam Houston Area Council, Boy Scouts of America. --
 Upon recommendation of Vice Chancellor Boyd and Chancellor Walker, and in accordance with the request of the Sam Houston Area Council, Boy Scouts of America, authority was given to execute surface waivers on 158 acres in the Ransom House Survey, Montgomery County, Texas, (W. C. Hogg Memorial Fund) subject to the Sam Houston Area Council, Boy Scouts of America, surface owner, paying a cash consideration of \$12,500 and allowing the retention of a two-acre drill site.

FILE NO. 1000
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REMARKS

2. U. T. System - Hogg Foundation for Mental Health - W. C. Hogg Memorial Fund: Oil and Gas Lease to Atlantic Richfield Company Covering Two Tracts of Land, (One of 146.3 Acres and One of 1,876.8 Acres) in the Jesse Thompson League, Brazoria County, Texas. -- An oil and gas lease was granted to Atlantic Richfield Company covering two tracts of land, one of 146.3 acres and one of 1,876.8 acres, in the Jesse Thompson League, Brazoria County, Texas (W. C. Hogg Memorial Fund), for a term of three years, 1/4 royalty, \$100 per acre bonus and \$10 per acre delay rental.

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REMARKS

The Board of Regents owns an undivided 1/32 interest in each tract for a net mineral interest of 63.2 acres.

3. U. T. Austin - Alma Idel Carlson Fund: Oil and Gas Lease to Stern Thigpen and Associates, Fannin, Texas, Covering an Undivided Mineral Interest in 230 Acres in La Donna Subdivision, Hidalgo County, Texas. -- Without objection, approval was given to grant Stern Thigpen and Associates, Fannin, Texas, an oil and gas lease covering the University's undivided mineral interest in 230 acres in the La Donna Subdivision, Hidalgo County, Texas, (Alma Idel Carlson Fund), for a term of five years, 1/4 royalty, a bonus of \$75 per net mineral acre and \$3.00 per acre annual delay rental.

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REMARKS

The Board of Regents owns an undivided 1/8 interest in about 30 acres and an undivided 7/64 interest in the remaining 200 acres, for a net mineral interest of 25.625 acres.

4. U. T. Austin - Estate of John Porter King: Oil and Gas Lease to Mr. Tom Brown, Midland, Texas, Covering an Undivided Interest in the South Half of Section 159, Block 13, H&GN R. R. Company Survey, Reeves County, Texas. -- Unanimous approval was given to grant to Mr. Tom Brown, Midland, Texas, an oil and gas lease covering the University's undivided interest in the South half of Section 159, Block 13, H&GN R. R. Company Survey, Reeves County, Texas, (John Porter King Estate). The lease provides for a paid-up term of three years, 1/4 royalty and a bonus of \$384.38 per net mineral acre. The Board of Regents owns 12.8 net mineral acres under the tract to be leased.

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REMARKS

5. U. T. Austin - Thomas Shelton Maxey Professorship in Law: Oil and Gas Lease to Mr. K. Leroy Reeves, Midland, Texas, Covering the East Half of Section 62, Block G, W. T. R. R. Survey, Gaines County, Texas. -- Without objection, approval was given to grant Mr. K. Leroy Reeves, Midland, Texas, an oil and gas lease covering the East half of Section 62, Block G, W. T. R. R. Survey, Gaines County, Texas (Thomas Shelton Maxey Professorship in Law). This lease provides for a bonus of \$100 per acre, a three year term, \$1.00 per acre annual delay rental and 1/4 royalty. The Board of Regents owns an undivided 1/2 interest in this tract.

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REMARKS

6. U. T. Austin - Estate of Bettie Margaret Smith: Sale of Land (Approximately 1123.3 Acres) in McCulloch County, Texas, to Mr. Gene Bratton, Brady, Texas. -- Upon recommendation of Vice Chancellor Boyd and Chancellor Walker, approval was given to sell approximately 1123.3 acres in the George E. Koenig Surveys No. 1165 and 1166, the H. & T. C. R. R. Company Survey No. 145 and the Fisher and Miller Survey No. 2563, McCulloch County, Texas, (Bettie Margaret Smith Estate) to Mr. Gene Bratton, Brady, Texas, for a cash consideration of \$224,660. The entire mineral estate under 163.3 acres and one-half the mineral estate under the remainder of the property will be retained.

Estate

FILE NO. 1003
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REMARKS

Special
Warrant
Deed

By the terms of a codicil to the Will of Bettie Margaret Smith, Mr. Bratton was given the right to lease the property on a share basis for a period of thirty years. The appraised value of the tract, subject to Mr. Bratton's right to a thirty year lease is \$183,900.

7. U. T. Austin - Estate of Bettie Margaret Smith: Sale of Land (Approximately 924 Acres) in McCulloch County, Texas, to Mr. Jerell Hemphill, Pear Valley, Texas. -- Upon recommendation of Vice Chancellor Boyd and Chancellor Walker, approval was given to sell approximately 924 acres in the George E. Koenig Surveys No. 1108 and 1109 and the Phillip Jung Surveys No. 1162 and 1163, McCulloch County, Texas, to Mr. Jerell Hemphill, Pear Valley, Texas, (Bettie Margaret Smith Estate) for a cash consideration of \$184,800. One-half of the mineral estate under this property will be retained.

Estate

FILE NO. 1004
DOCUMENT
REMARKS

Special
Warrant
Deed

By the terms of a codicil to the Will of Bettie Margaret Smith, Mr. Hemphill was given the right to lease the property on a share basis for a period of thirty years. The appraised value of the tract, subject to Mr. Hemphill's right to a thirty year lease, is \$143,000.

8. U. T. Austin - Estate of Bettie Margaret Smith: Authorization to Execute Contract for Deed with Mr. George Strandtmann, Austin, Texas, Covering Property at 2402 Pemberton Parkway, Austin, Texas. -- Without objection, authorization was given to execute a Contract for Deed with Mr. George Strandtmann, Austin, Texas, to purchase the lot and home at 2402 Pemberton Parkway, Austin, Texas (Bettie Margaret Smith Estate), at a total price of \$126,000 to be paid in monthly installments of \$350 each. Mr. Strandtmann will not receive a Deed to the property until such time as the full amount has been paid and will be required to maintain the house, to provide insurance coverage satisfactory to the University, and to pay all real estate taxes.

Estate

FILE NO. 1005
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REMARKS

By the terms of a codicil to the Will of Bettie Margaret Smith, Mr. Strandtmann was given the right to lease this property for a term of thirty years at a rental of \$350 per month. The appraised value of the property, subject to the lease, is \$28,500.

9. U. T. El Paso - Frank B. Cotton Trust: Approval to Change Name of Grantee in Sale of Land in the Cotton Addition, City of El Paso, El Paso County, Texas, from Border Machinery Company to T. P. Gentry, Trustee, L.H. Strain, Trustee, Leo R. Schuster, Trustee, and Winifred D. Schuster. --On April 10, 1981, the Board of Regents approved the sale of approximately 166,486 square feet of land in the Cotton Addition, City of El Paso, El Paso County, Texas, (Frank B. Cotton Trust), to Border Machinery Company.

Subsequent to that action, the owners of Border Machinery Company advised that they wished to take title as individuals in trust for their children rather than in the name of the company; therefore, upon recommendation of Vice Chancellor Boyd and Chancellor Walker, approval was given to change the name of the grantee from Border Machinery Company to T. P. Gentry, Trustee, L.H. Strain, Trustee, Leo R. Schuster, Trustee, and Winifred D. Schuster. The sale price of \$400,000 remains unchanged.

10. U. T. El Paso - Frank B. Cotton Estate: Grazing Lease to Lado Company, Pecos, Texas, Covering 29,053.70 Acres Located in Culberson and Hudspeth Counties, Texas. -- Without objection, approval was given to grant Lado Company, Pecos, Texas, a grazing lease covering 29,053.70 acres in Culberson and Hudspeth counties, Texas. The lease provides for a term of ten years. The rentals for the initial year will be \$.30 per acre, for a total of \$8,716.11, and the rental rates are subject to negotiation each year thereafter. The lease may be cancelled at the end of any calendar year by either party giving thirty (30) days' written notice.

It was noted that Lado Company has acquired all the adjoining lands and has agreed to give the University oil and gas lessees the right of ingress and egress over its lands. Lado Company has also agreed to lease all the Cotton Estate acreage in this area at rental rates comparable or higher than rates for grazing leases in the general area.

11. U. T. El Paso - Josephine Clardy Fox Estate: Assignment of Two Leases Covering Land at 5306/5308 and 5310 El Paso Drive, El Paso, Texas, from New Vistas, Inc., to the City of El Paso and Release of New Vistas, Inc., West Properties, Inc., and Mr. R. Ken Carpenter from Liability. --Upon recommendation of Vice Chancellor Boyd and Chancellor Walker, approval was given to grant assignment of two leases covering land at 5306/5308 and 5310 El Paso Drive, El Paso, Texas (Josephine Clardy Fox Estate), from New Vistas, Inc., to the City of El Paso, and to release New Vistas, Inc., West Properties, Inc., and Mr. R. Ken Carpenter from liability under the terms of the leases. The City of El Paso has agreed to accept the assignment, to assume all obligations of the leases, and to acquire the improvements.

It was noted that upon termination of the leases, the improvements will become the property of the Board of Regents.

12. U. T. Galveston Medical Branch - James W. McLaughlin Fellowship Fund: Oil and Gas Lease to Mr. Ralph R. Hayes and Mr. Gerald A. Hayes, dba Hayes Petroleum Company, Rangely, Colorado, Covering Land in Rio Blanco County, Colorado. --Unanimous approval was given to grant Mr. Ralph R. Hayes and Mr. Gerald A. Hayes, dba Hayes Petroleum Company, an oil and gas lease covering 1,040 acres in Townships 1 and 2 North, Range 102 West, 6th Principal Meridian, Rio Blanco County, Colorado (James W. McLaughlin Fellowship Fund). The lease covers only the area from the surface of the ground to a depth of 2,500 feet and provides for a \$10 per acre bonus, a 1/4 royalty and a two year paid-up term. FILE NO. 1000 DOCUMENT REMARKS

It was pointed out that the lease includes only the Mancos Shale, a fractured formation which does not contribute to oil production. The oil in the formation has migrated from other sources, probably the underlying Weber Formation, and geology is useless in mapping the fracture system.

13. U. T. Cancer Center (U. T. M.D. Anderson Hospital) - Estate of Anise J. Sorrell: Sale of the University's Undivided 20% Interest in 2,753 Acres in Montgomery County, Alabama, to Mr. Henry Barnett. --Without objection, approval was given to sell the University's undivided 20% interest in 2,753 acres in Montgomery County, Alabama (Anise J. Sorrell Estate), to Mr. Henry Barnett for \$440,480. Mr. Barnett will execute a note due May 3, 1982, for the entire purchase price and pay interest at the rate of 13% per annum, with interest to be payable on December 3, 1981, and May 3, 1982. FILE NO. 1000 DOCUMENT REMARKS

The owners of the remaining 80% interest have accepted Mr. Barnett's offer, since they believe that this is the best offer that can be obtained and are anxious to proceed with the transaction.

III. OTHER MATTERS

- A. PUF and Trust and Special Funds: Report of Securities Transactions for Months of February and March 1981. --In accordance with present procedure, the Report of Securities Transactions for the Permanent University Fund and Trust and Special Funds for the months of February and March 1981 was mailed on May 13, 1981, by Secretary Thedford to the members of the Board of Regents. No comments were received. The report is incorporated in the Minutes in the form submitted (Attachment No. 2 following Page HT-5 of Attachment No. 1.) FILE NO. 1000 DOCUMENT REMARKS

Powell, Hay, Newton Rhodes

3538

(3)A-4

Investment Program - Policies

A-1 1000
FILE NO. D
DOCUMENT
REMARKS

REPORT OF LAND AND INVESTMENT COMMITTEE MEETING ON JUNE 10, 1981, IN EL PASO; NEGOTIATIONS AUTHORIZED FOR INVESTMENT FIRMS; APPOINTMENT OF SUBCOMMITTEE OF LAND AND INVESTMENT COMMITTEE TO REVIEW INVESTMENT POLICIES. -- Committee Chairman Hay reported that the Land and Investment Committee met in Executive Session on June 10, 1981, to interview representatives of the following firms for the purpose of considering the employment of those firms to manage the investment of a portion of the assets controlled by the Board:

Bernstein-MacAulay, Incorporated
New York, New York

Capital Alliance Management
Chicago, Illinois

Capital Guardian Trust
Los Angeles, California

Fayez Sarofim & Company
Houston, Texas

Based on the discussion and the proposals submitted to the Committee, the Land and Investment Committee recommended that the Chancellor and the Chairman of the Land and Investment Committee go forward with negotiations with these four firms with a view to allotting an equal share of \$160,000,000 of the Permanent University Fund and \$40,000,000 of the Common Trust Fund to the four firms listed above.

If these negotiations are acceptable, the terms of the agreements will be submitted for approval at a subsequent meeting of the Board.

Committee Chairman Hay moved approval of the report and the recommendation contained therein. Regent Briscoe seconded the motion which prevailed. Regent Blumberg has asked to be recorded "not voting."

Committee Chairman Hay recommended that a subcommittee of the Land and Investment Committee be constituted to review all current investment policies of the Board of Regents with a view to submitting any recommended changes to the entire Board at the October 1981 meeting. Committee Chairman Hay recommended that this subcommittee be composed of Regent Hay (Chairman), Board Chairman Powell and Regents Rhodes and Newton. This recommendation was approved without objection.

REPORT OF SPECIAL COMMITTEE

Chairman Powell called on Land and Investment Committee Chairman Hay to present the report of the Special Committee on Endowment Lands (U. T. Dallas) in Collin and Dallas counties, Texas.

Endowment Lands - Sale of Tract 1b (26.9882 Acres) to Folsom Invest.

U. T. DALLAS: REPORT OF SPECIAL COMMITTEE ON ENDOWMENT LANDS IN COLLIN AND DALLAS COUNTIES, TEXAS; SALE OF TRACT 1b (26.9882 ACRES) OF ENDOWMENT LANDS TO FOLSOM INVESTMENTS, INC., DALLAS, TEXAS. -- Regent Hay a member of the Special Committee on Endowment Lands in Collin and Dallas counties, Texas, stated that The University of Texas at Dallas is blessed with a very substantial and valuable tract of land that was donated sometime ago for an endowment of The

400
E
Special Warranty Deed
Fairmont Money Contract

University of Texas at Dallas (Permanent Minutes, Volume XVII, Page 141.) Today this land has a very high value and the Board has not been aggressive in seeking purchasers for the property, but on an unsolicited basis several offers have been received to purchase Tract 1b containing 26.9882 acres. Regent Hay presented the following report of the committee:

Unsolicited offers were received ranging from \$2.50 to \$3.00 per square foot. The Special Committee met in May and decided to reject these offers and to notify those who had made the offers that the committee would receive and submit to the Board of Regents for consideration offers that would meet or exceed the minimum of \$3.50 per square foot and certain other specified conditions relating to the payment of the purchase price.

As a result, on June 8, 1981, two proposals were received: one for \$3.51 per square foot and the other for \$3.52 per square foot.

The Committee entered into a Contract of Sale with Folsom Investments, Inc., Dallas, Texas, for a total consideration of \$4,138,133, 20% of the purchase price to be paid in cash and the balance to be paid in a Note at the rate of 15% annually during the six year term of the Note. "The first annual payment of accrued and unpaid principal and interest shall be due and payable in twelve (12) months following the date of the Note. Thereafter annual payments of accrued and unpaid principal and interest shall be due and payable every twelve (12) months with the final annual payment of the accrued and unpaid principal and interest being due and payable on the sixth anniversary of the Note. The Note shall provide for a twelve (12) year amortization schedule of the six (6) year Note. On the sixth anniversary of the Note, all outstanding principal and interest shall be due and payable in full."

Regent Hay moved that the Board approve the action of the Special Committee on Endowment Lands. Regent Blumberg seconded the motion which carried by unanimous vote.

REPORT OF BOARD FOR LEASE OF UNIVERSITY LANDS

FILE NO. E
DOCUMENT
REMARKS

Vice-Chairman Fly reported that the Board for Lease of University Lands met in Austin, Texas, on May 1, 1981, and took the following actions:

1. Approved a 3,203 acre deep gas drilling and development unit in Ward and Winkler Counties

The operator paid a bonus of \$128,140 and is obligated to drill a 20,200 foot initial test plus sixty (60) day continuous development.

2. Approved a 4,480 acre deep gas drilling and development unit in Pecos County

The operator paid a bonus of \$135,000 and is obligated to drill a 26,000 foot initial test plus sixty (60) day continuous development.

3. Approved two 320 acre gas pooling units in Schleicher County for proration purposes

COMMITTEE OF THE WHOLE
(Pages 110-136)

Chairman Powell filed the following report of the meeting of the Committee of the Whole which was conducted in open session. The report was adopted without objection:

U. T. BOARD OF REGENTS - REGENTS' RULES AND REGULATIONS
PART ONE: AMENDMENTS TO CHAPTER VII, SUBSECTIONS 2.31 AND 3.12 (COMPOSITION OF DEVELOPMENT BOARDS AND ADVISORY COUNCILS). --Without objection, Subsections 2.31 and 3.12 of Chapter VII of Part One of the Regents' Rules and Regulations were amended to read as follows:

FILE NO. B
DOCUMENT
REMARKS

- 2.31 The component institution development board shall consist of members recommended and appointed by the institutional head of each component institution with prior specific written approval of the Chancellor and the Board of Regents. Initial appointments to the component institution development board shall draw lots providing for one-third of the total membership to serve for one, two, or three-year terms. All terms following the initial appointment of the board will be for a three-year term. All terms shall officially begin on September 1. At least one member shall be nominated by the ex-students' association of that institution. The institutional head and the Chancellor (or his delegate) shall be ex officio members with voting privileges. The component institution development board will elect a Chairman and such other officers as are appropriate from among its membership.
- 3.12 An advisory council shall consist of members recommended by the dean or director of the school, college, or other approved unit and appointed by the chief administrative officer of the component institution with prior specific written approval of the Chancellor and the Board of Regents. Initial appointments to any advisory council shall draw lots providing for one-third of the total membership to serve for one, two, or three-year terms. All terms following the initial appointment of the board will be for a three-year term. All terms shall officially begin on September 1.

U. T. SYSTEM: APPROVAL OF REVISED 1981-82 CALENDAR FOR PREPARATION OF OPERATING BUDGETS. --Without objection, the Calendar for preparing the 1981-82 Operating Budgets for The University of Texas System was revised as set forth below:

FILE NO. 44
DOCUMENT
REMARKS

1981-82 Operating Budget Calendar

February 13, 1981	Board approval of policies
June 17, 1981	Fifteen draft copies of budgets, including supplemental data, due to System Administration*

*A draft copy of each budget will be forwarded to all Regents as received.

June 24 - 29, 1981	Budget Hearings with System Administration
July 15, 1981	Thirty copies of budgets, with adjusted supplemental data as applicable, due to System Administration
July 29, 1981	Budgets mailed to Board of Regents
August 13-14, 1981	Regents' Budget Meeting

U. T. SYSTEM: AUTHORIZATION FOR (1) CHAIRMAN TO EXECUTE TRADEMARK REGISTRATION APPLICATIONS FOR NAMES, SEALS, LOGOS AND MASCOTS; (2) STANDARD LICENSE AGREEMENT FOR USE OF TRADEMARKS; (3) CHANCELLOR TO EXECUTE STANDARD LICENSE AGREEMENTS; AND (4) ROYALTIES THEREFROM TO BE USED TO ESTABLISH SCHOLARSHIP PROGRAMS. --The Board without objection:

1. Authorized the Chairman of the Board of Regents to execute applications for Federal and Texas trademark registration for the names, seals, logos and mascots of the component institutions of The University of Texas System FILE NO. 450
DOCUMENT 13
REMARKS
2. Approved the standard license agreement set out on Pages 112-122 for licensing the use of such trademarks
3. Authorized Chancellor Walker to execute standard license agreements on behalf of the U. T. Board of Regents with the following companies that have inquired about the use of University trademarks with a gross sales royalty to be negotiated within the percentage range currently customary in the trade for the character and quality of the merchandise upon which the trademark is to be used:
 - American Sports and Marketing, Inc.
 - Bj Associates, Inc.
 - C Mc B Corporation
 - Campus Originals, Inc.
 - I Shalom and Company, Inc.
 - Kellwood Company
 - Mauney Hosiery Mills, Inc.
 - Razorbackers Manufacturing, Inc.
 - Texas T Beverage Company
 - Grand Central Corp.
4. Authorized Chancellor Walker to execute future license agreements for use of trademarks for a gross sales royalty to be negotiated within the percentage range currently customary in the trade for the character and quality of the merchandise upon which the trademark is to be used and report such agreements to the U. T. Board of Regents for approval in the Chancellor's Docket
5. Authorized that royalties received under trademark licensing agreements in excess of the expenses incurred for registration and administration of licensing be used by the respective component institution to establish appropriate scholarship programs

LICENSE AGREEMENT

This License Agreement ("agreement") is entered into effective as of the _____ day of _____, 198__, between the parties hereto, who agree as follows in consideration of the mutual promises contained herein:

1. PARTIES

1:1 The Board of Regents of the University of Texas System (hereinafter referred to as BOARD OF REGENTS) has its principal office at 201 West 7th Street, Austin, Texas 78701.

1:2 _____ (hereinafter referred to as LICENSEE) is a corporation of the state of _____, having its principal place of business at _____.

1:3 BOARD OF REGENTS and LICENSEE are the parties to this agreement.

2. BACKGROUND

2:1 BOARD OF REGENTS owns rights in certain marks now and previously used by THE UNIVERSITY OF TEXAS _____ identified in Attachment A hereto, and has acquired public recognition and goodwill through the use of such marks.

2:2 LICENSEE recognizes the goodwill appurtenant to use of the marks, and desires to obtain a nonexclusive license to utilize such marks. BOARD OF REGENTS is willing to grant such a license under the terms and conditions of this agreement.

3. DEFINITIONS

3:1 MARKS includes trademarks and service marks.

3:2 LICENSED MARKS means those marks listed in Attachment A, including common-law rights as well as any applications which may be filed by BOARD OF REGENTS, or registrations which may be issued to BOARD OF REGENTS covering such marks, whether state or federal.

3:3 LICENSED PRODUCTS means those products specified on Attachment B hereto on or in connection with which is used any of the LICENSED MARKS.

3:4 TERRITORY means the area specified in Attachment C hereto.

3:5 GROSS SALES PRICE means LICENSEE's billing price to customers or distributors, less (1) discounts which are given and which are customary in the trade, (2) returns, and (3) transportation charges on returns.

3:6 EFFECTIVE DATE means the date specified in the first paragraph of this agreement.

3:7 SOLD (or SALE) means that a LICENSED PRODUCT is shipped, distributed, paid for, or is billed or invoiced (whichever occurs first).

3:8 TERM means the effective period of this agreement which shall commence on the EFFECTIVE DATE and which shall terminate, unless sooner terminated pursuant to the provisions of this agreement, on _____.

3:9 QUALITY means an acceptable level of quality to BOARD OF REGENTS. QUALITY for LICENSED PRODUCTS is more specifically defined in Attachment D hereto.

3:10 CONTRACT YEAR shall mean the consecutive twelve month period commencing each July 1 and terminating the following June 30, except that the first CONTRACT YEAR shall be less than twelve months, commencing on the EFFECTIVE DATE and terminating the next June 30.

4. LICENSE GRANT

Upon the terms and conditions of this agreement, BOARD OF REGENTS grants to LICENSEE the nonexclusive right and license to utilize the LICENSED MARKS in the TERRITORY solely on and in connection with the LICENSED PRODUCTS of QUALITY during the TERM hereof.

5. PAYMENTS TO BOARD OF REGENTS

5:1 On or before the EFFECTIVE DATE, LICENSEE shall pay to BOARD OF REGENTS a License Issue Fee of \$_____.

5:2 In addition thereto, LICENSEE shall pay to BOARD OF REGENTS a continuing royalty of ___% of the GROSS SALES PRICE of all LICENSED PRODUCTS SOLD by LICENSEE or any of its subsidiaries, divisions, or affiliates. If LICENSEE sells any LICENSED PRODUCTS to any party affiliated with LICENSEE, or in any way directly or indirectly related to or under common control with LICENSEE, at a price less than the regular price charged to other parties, the royalties payable hereunder shall be computed on the basis of the regular price charged to other parties. There shall be no deduction from the royalties owed for uncollectible accounts, or for taxes, fees, assessments, advertising or other expenses of any kind which may be incurred or paid by LICENSEE except those specifically enumerated in paragraph 3:5 above.

5:3 LICENSEE agrees to pay to BOARD OF REGENTS a Minimum Royalty during each CONTRACT YEAR of the TERM, pursuant to the schedule attached hereto as Attachment E, as a minimum guarantee against royalties to be paid during each CONTRACT YEAR. The remedy of BOARD OF REGENTS for failure of LICENSEE to make payment of said Minimum Royalty shall be limited to termination of this agreement pursuant to the termination provisions below.

6. STATEMENTS AND BOOKS OF ACCOUNT

6:1 LICENSEE shall submit quarterly statements to BOARD OF REGENTS in the format and containing the information specified in Attachment F hereto. Such a statement shall be submitted to BOARD OF REGENTS within 30 days after the end of each calendar quarter, and shall contain payment for continuing royalties payable pursuant to paragraph 5:2 above for that calendar quarter. If in any CONTRACT YEAR the Minimum Royalty specified in paragraph 5:3 above has not been met by payments of continuing royalty during such CONTRACT YEAR, then the balance due shall accompany the statement submitted for the fourth quarter of the CONTRACT YEAR.

6:2 All delinquent amounts not paid when due pursuant to paragraph 6:1 above shall be charged the maximum rate of interest permitted under applicable state law but not to exceed one and one-half percent (1 1/2%) per month or any portion thereof during which said amounts remain delinquent.

6:3 LICENSEE agrees to keep accurate books of account and records covering all transactions relating to the LICENSED PRODUCTS. BOARD OF REGENTS and its authorized representative shall have the right at all reasonable hours of the day at LICENSEE's usual place of business, upon ten (10) days notice, to examine and copy said books of account and records and all other documents and material in the possession or under the control of LICENSEE insofar as they relate to the LICENSED PRODUCTS in order to determine the accuracy of the statements delivered by LICENSEE to BOARD OF REGENTS. If any such examination shall reveal an error in royalties paid or payable hereunder of more than five percent (5%) or if such examination is made because of the LICENSEE's failure to pay any amounts due hereunder, then LICENSEE shall

bear all costs incurred by BOARD OF REGENTS in connection with the examination. Upon demand of BOARD OF REGENTS, LICENSEE shall, at its own expense, furnish to BOARD OF REGENTS a detailed statement, signed by the Chief Financial Officer of LICENSEE, showing the number, description, GROSS SALES PRICE and itemized deductions from GROSS SALES PRICE of the LICENSED PRODUCTS covered by this agreement SOLD by LICENSEE to the date of BOARD OF REGENTS' demand. All such books of account and records as provided in this paragraph 6:3 shall be kept available for at least one year after the termination of this agreement.

7. DEFAULT, TERMINATION

7:1 In the event LICENSEE fails to submit timely statements and payments to BOARD OF REGENTS as provided in this agreement, or in the event LICENSEE becomes insolvent, makes any assignment for the benefit of creditors, or is subject to any bankruptcy or receivership proceedings, or in the event either party fails to comply with any of its obligations under this agreement, the other party may serve on the defaulting party a notice of default specifying the nature of the default. If the default is not cured within 30 days from the posting of the notice of default, the other party may then serve its Notice of Termination, and this agreement shall be automatically terminated upon posting of said Notice of Termination.

7:2 LICENSEE may terminate this agreement at any time without cause after serving upon BOARD OF REGENTS two months Notice of Intent to Terminate. In such event, this agreement shall be automatically terminated two months after posting of said Notice of Intent to Terminate by LICENSEE.

7:3 Unless sooner terminated pursuant to the above provisions, this agreement shall remain in effect throughout the TERM described in paragraph 3:8 above.

8. EFFECT OF TERMINATION

8:1 Upon expiration or termination of this agreement, all rights granted to LICENSEE hereunder shall cease, and LICENSEE will refrain from further use of the LICENSED MARKS or any mark or name reasonably deemed by BOARD OF REGENTS to be similar to the LICENSED MARKS in connection with the manufacture, sale or distribution of LICENSEE's products. Failure to comply with this provision will result in immediate and irreparable harm to BOARD OF REGENTS.

8:2 Upon expiration or termination of this agreement, LICENSEE shall not operate its business in any manner which would falsely suggest to the public that this agreement is still in force, or that any relationship exists between LICENSEE and BOARD OF REGENTS.

9. PERSONAL LICENSE

9:1 The license granted to LICENSEE is personal, and no rights hereunder may be transferred by LICENSEE without the express written approval of BOARD OF REGENTS.

9:2 LICENSEE shall grant no sublicenses under this agreement, but this shall not prevent LICENSEE from having products made for it to its specifications, provided all provisions of this agreement are satisfied.

10. GOODWILL IN LICENSED MARKS

10:1 LICENSEE agrees that the essence of this agreement is founded on the goodwill associated with the LICENSED MARKS, and the value of that goodwill in the minds of the consuming public. LICENSEE agrees that it is critical that such goodwill be protected and enhanced and, toward this end, LICENSEE shall not during the TERM or thereafter

(a) attack the title or any rights of BOARD OF REGENTS in or to the LICENSED MARKS;

(b) apply to register or maintain any application or registration of the LICENSED MARKS or any other mark confusingly similar thereto;

(c) use any colorable imitation of any of the LICENSED MARKS, or any variant form (including variant design forms, logos, colors, or typestyles) of the LICENSED MARKS not specifically approved by BOARD OF REGENTS;

(d) misuse the LICENSED MARKS;

(e) take any action that would bring the LICENSED MARKS into public disrepute;

(f) use the LICENSED MARKS, or any mark or name confusingly similar thereto, in its corporate or trade name; nor

(g) take any action that would tend to destroy or diminish the goodwill in the LICENSED MARKS.

10:2 All use by LICENSEE of the LICENSED MARKS inures to the benefit of BOARD OF REGENTS.

10:3 In order to facilitate enhanced protection by registration of the LICENSED MARKS, LICENSEE agrees to provide BOARD OF REGENTS within one month after initial SALE by LICENSEE of each different type of LICENSED PRODUCT:

(a) ten originals of each label, tag, container and advertising or promotional piece bearing a LICENSED MARK (or, if the LICENSED MARK does not appear on a label or tag, ten copies of a photograph showing appearance of the LICENSED MARK on the LICENSED PRODUCT);

(b) a copy of the invoice or shipping ticket indicating the first SALE of that LICENSED PRODUCT.

Within ten days after the first SALE by LICENSEE of said LICENSED PRODUCT in a state other than Texas (or in Texas, if the sale evidenced by item (b) above was to a

state other than Texas], LICENSEE shall provide to BOARD OF REGENTS a copy of the invoice or shipping ticket indicating said first SALE.

The items required in this paragraph 10:3 shall be provided to BOARD OF REGENTS by mailing or shipping them, postage or shipping costs prepaid, to

Office of General Counsel
Attn: Trademark Department
UNIVERSITY OF TEXAS SYSTEM
201 West 7th Street
Austin, Texas 78701

10:4 LICENSEE agrees to cooperate fully with BOARD OF REGENTS in securing and maintaining the goodwill of BOARD OF REGENTS in the LICENSED MARKS.

11. QUALITY CONTROL; PACKAGING AND ADVERTISING APPROVAL

11:1 All LICENSED PRODUCTS shall be QUALITY goods. BOARD OF REGENTS shall have the right through its employee(s) or designated representative during normal business hours to inspect the facilities and product inventory of LICENSEE to assure itself that QUALITY is being maintained at all times and to verify compliance with the criteria specified in Attachment D hereto.

11:2 All packaging and advertising bearing the LICENSED MARKS shall be subject to the approval of BOARD OF REGENTS. Packaging and advertising approval procedures are specified in Attachment G hereto.

12. MARKING

LICENSEE agrees that it will designate the LICENSED PRODUCTS in a manner as specified from time to time in writing by BOARD OF REGENTS, to indicate the rights of BOARD OF REGENTS in the LICENSED MARKS, including registration status of the LICENSED MARKS and that the products are manufactured pursuant to license.

13. INDEMNITY/HOLD HARMLESS

13:1 LICENSEE agrees that it is wholly responsible for all products manufactured or SOLD by it, including all LICENSED PRODUCTS, and that BOARD OF REGENTS shall have no liability for any items, including any LICENSED PRODUCT, manufactured or SOLD by LICENSEE.

13:2 LICENSEE indemnifies and holds harmless BOARD OF REGENTS, Officers, employees, and agents thereof, from any claims, demands, causes of action, and damages, including reasonable attorneys' fees, caused by or arising out of use of any LICENSED MARK or workmanship, material or design of any LICENSED PRODUCT, including without limitation claims or actions for product liability and patent infringement.

13:3 LICENSEE shall maintain sufficient insurance to allow it to fully perform under paragraph 13:2 above.

14. NOTICES.

All notices or demands required to be made or permitted under this agreement shall be in writing and shall be deemed delivered when deposited in the United States mail, first class postage prepaid, certified or registered mail, return receipt requested, addressed as provided in paragraphs 1:1 and 1:2 of this agreement, or to such other address as either party may from time to time designate.

15. STATUS OF PARTIES

This agreement is not intended to create, and shall not be interpreted or construed as creating, a partnership, joint venture, agency, employment, master and servant or similar relationship between BOARD OF REGENTS and LICENSEE, and no representation to the contrary shall be binding upon BOARD OF REGENTS.

16. BINDING EFFECT

This agreement shall be binding upon and inure to the benefit of BOARD OF REGENTS and LICENSEE and, subject to paragraph 9:1 above, their respective successors, assigns, executors, heirs and personal representatives.

17. LAW GOVERNING

This agreement shall for all purposes be governed by and interpreted and enforced in accordance with the laws of the State of Texas. The parties hereby agree that any action arising out of this agreement may be litigated under the laws of Texas, and hereby agree to submit to the jurisdiction of the Courts of the State of Texas, and that service of process by certified mail, return receipt requested, shall be sufficient to confer in personam jurisdiction over the parties hereto.

18. MISCELLANEOUS

18:1 The provisions of this agreement are severable, and if any provision shall be held illegal, invalid or unenforceable, such holding shall not affect the legality, validity or enforceability of any other provision. Any such illegal, invalid or unenforceable provision shall be deemed stricken herefrom as if it had never been contained herein, but all other provisions shall continue in full force and effect.

18:2 As used herein, the term LICENSEE shall include the plural as well as the singular, the masculine and feminine genders and corporations, partnerships and other business entities as well as individuals.

18:3 This agreement contains the entire agreement between the parties with respect to the subject matter

hereof and supersedes any prior agreements between the parties, written or oral, with respect to such subject matter.

18:4 This agreement may not be amended, modified or rescinded except by a written agreement executed by BOARD OF REGENTS and LICENSEE.

BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM

(Name of Corporation or Individual)

LICENSEE

By E. D. Walker, Chancellor

By _____ (Name and Title)

Approved as to Form:

Office of General Counsel

Long-range

U. T. SYSTEM: REQUEST FOR APPROVAL OF LONG-RANGE ACADEMIC PLANNING PROCESS AND ADOPTION OF ACADEMIC PLANNING PRINCIPLES AND TIMETABLE (WITHDRAWN). --The item relating to a long-range academic planning process and adoption of academic planning principles and timetable for The University of Texas System was withdrawn.

FILE NO. 0
DOCUMENT _____
REMARKS _____

S+G

FILE NO. 1000
DOCUMENT _____
REMARKS _____

U. T. AUSTIN: ACCEPTANCE OF \$100,000 OF THE PLEDGE (FORMERLY REFERRED TO AS A LIFETIME AND DEFERRED GIFT) FROM MRS. CLARA ELISABETH BATES-NISBET FOR SUPPORT OF THE COLLEGE OF FINE ARTS AND ESTABLISHMENT OF THE COLLEGE OF FINE ARTS ENDOWMENT FUND. --Of the \$600,000 pledge (formerly referred to as a lifetime and deferred gift) from Mrs. Clara Elisabeth Bates-Nisbet of Houston, Texas, that was reported as a prospective gift at the Board of Regents' meeting on April 10, 1981, \$100,000 was accepted and the College of Fine Arts Endowment Fund at The University of Texas at Austin was established. Income from the fund is to be used for unrestricted purposes in the College of Fine Arts.

Further, it was reported that Chairman Powell, in accordance with authorization at the Regents' meeting on April 10, 1981 (Permanent Minutes, Volume XXVIIIe, Page 2828), had executed the agreement set out on Pages 123-126 relating to this pledge.

AGREEMENT

This Agreement is entered into the 10th day of April, 1981, by and between Mrs. Clara Elisabeth Bates-Nisbet of Houston, Texas (Donor) and the Board of Regents of The University of Texas System acting on behalf of the University of Texas at Austin (Donee).

1. Pledge and Method of Payment. Donor agrees to make charitable contributions to Donee in the aggregate amount of \$600,000 for THE COLLEGE OF FINE ARTS ENDOWMENT FUND payable as follows:

(a) Within two weeks of the effective date of this Agreement, Donor will contribute to Donee \$100,000 in cash or in property having an equivalent fair market value.

(b) After the charitable contribution deduction and carryover allowable to Donor as a result of the \$100,000 contribution has been fully used for tax purposes (an anticipated five years), Donor will contribute to Donee an additional \$60,000 in cash or property having an equivalent fair market value. The additional \$60,000 will be contributed over a four year period in such amounts and at such intervals as Donor in her sole discretion shall determine.

(c) Donor may make such other lifetime contributions toward satisfaction of her pledge from time to time as Donor desires.

(d) The balance of the pledge remaining unpaid at the death of Donor will be bequeathed to Donee by Donor by and through her last will.

2. Records. Donee agrees to maintain accurate and complete records of all contributions made by Donor, including the date-of-gift fair market value of all contributions of property. Donee agrees to furnish Donor with receipts for all contributions.

3. Donor's Will. Donor names Donee as beneficiary of the major portion of her estate in her present will. Donor agrees to

execute, before July 31, 1981, and maintain in effect a new will that names the Donee as a beneficiary to the extent of the balance of the \$600,000 pledge remaining unpaid at Donor's death and that complies with Texas Probate Code § 59A relating to contracts concerning succession. A copy of such will shall be provided to Donee.

4. Donor's Responsibility. Donor agrees to be diligent in the preservation of the value of her estate. Donor retains the right to sell, trade or give away her present assets as Donor deems proper, but Donor agrees to maintain sufficient assets to satisfy bequests made to Donee in her new will. Donor agrees not to sell, give away or otherwise dispose of her assets in such a way as to purposefully diminish the value of her estate so that sufficient assets will not be available to satisfy bequests made to Donee.

5. Use of the Gift. Donor's contributions in satisfaction of her pledge shall be placed in the COLLEGE OF FINE ARTS ENDOWMENT FUND.

6. Recognition by Donee. To recognize and to express appreciation for the \$600,000 endowment gift, Donee agrees to name the 700-Seat Recital Hall in the Performing Arts Center (the space now known as "Music Building and Recital Hall, Segment F, Level Three, Room 3.838) in honor of Mrs. Kate Broocks Bates and her children. The official name of the space will be "The Kate Broocks Bates Recital Hall."

To commemorate the gift, Donee agrees to place a plaque at an appropriate location within the Performing Arts Complex. The plaque will read as follows: "This Recital Hall is named in honor of Mrs. Kate Broocks Bates and her children, Kate Harding Bates-Parker, William Ernst Bates and Clara Elisabeth Bates-Nisbet." Donee agrees to put up the above-described plaque no later than four weeks after formal acceptance of the initial gift by the Board of Regents of The University of Texas System.

Donee recognizes that events beyond the control of Donor may either increase or decrease the value of Donor's assets. If

Donor is unable to fulfill her \$600,000 pledge because of events beyond her control, Donee agrees to continue use of the name "The Kate Broocks Bates Recital Hall" as provided in this paragraph as long as Donor has complied with other provisions of this Agreement.

7. Remedies. If Donor breaches this Agreement, Donee may institute suit against Donor or her estate to seek such remedies as are available to Donee, or Donee may rename the Recital Hall. If Donee breaches this Agreement, Donor may institute suit for specific performance or Donor may obtain a refund of any amounts paid toward satisfaction of her pledge.

8. Entirety and Amendments. This Agreement embodies the entire agreement between the parties and supersedes all prior agreements and understandings and may be amended or supplemented only by an instrument in writing signed by both parties.

9. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Donor and Donee and their respective heirs, personal representatives, successors and assigns.

10. Governing Law. This Agreement is being made and executed in the State of Texas and the laws of such State shall govern the validity, construction, enforcement and interpretation of this Agreement.

11. Effective Date. This Agreement shall become effective when it is signed and acknowledged by both parties, and formally accepted by the Board of Regents of The University of Texas System, as evidenced by attaching a copy of the relevant minutes to this Agreement.

Signed this 14 day of April, 1981.

DONOR

Mrs. Clara Elisabeth Bates-Nisbet
Mrs. Clara Elisabeth Bates-Nisbet

Signed this 10th day of April, 1981.

DONEE

Approved as to Content:

THE BOARD OF REGENTS OF
THE UNIVERSITY OF TEXAS SYSTEM

[Signature]
Chancellor, The University
of Texas System

Approved as to Form:

By: [Signature]
JAMES L. POWELL, Chairman

[Signature]
University Attorney

Formally accepted by the Board of Regents of The
University of Texas System the 10th day of April, 1981.

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, on this day
personally appear Mrs. Clara Elisabeth Bates-Nisbet, known to me
to be the person whose name is subscribed to the foregoing
instrument, and acknowledged to me that she executed the same for
the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 14 day
of April, 1981

[Signature]
Notary Public in and for Travis
County, Texas

Joyce Moos
(Stamped or Printed Name of Notary)

My Commission Expires 9/15/81

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

BEFORE ME the undersigned authority, on this day per-
sonally appeared [Signature], Chairman
of The Board of Regents of The University of Texas System, known to
me to be the person whose name is subscribed to the foregoing
instrument, and acknowledged to me that he executed the same for
the purposes and consideration therein expressed, in the capacity
therein stated and as the act and deed of The University of Texas
System.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 10th day
of April, 1981.

[Signature]
Notary Public in and for
Travis County, Texas

LINWARD SHIVERS
(Stamped or Printed Name of Notary)

My Commission Expires November 22, 1984

57? 516
200
DOCUMENT
402
DOCUMENT

Communication Bldg

U. T. AUSTIN: ACCEPTANCE OF PLEDGE FROM HOUSTON ENDOWMENT INC., FOR COLLEGE OF COMMUNICATION AND APPROVAL TO NAME COMMUNICATION COMPLEX THE "JESSE H. JONES COMMUNICATION CENTER."--Unanimous approval was given to accept a \$5,000,000 pledge from Houston Endowment Inc., as an endowment for the College of Communication at The University of Texas at Austin and to name the communication complex the "Jesse H. Jones Communication Center." The pledge will be paid in increments of \$1,000,000 on or before December 31 of each of the next five years beginning in 1981. The endowment will be used to fund student scholarships and fellowships, two chairs and four professorships to be named in honor of Jesse H. Jones. Specific recommendations concerning the establishment of the endowed faculty positions and scholarships will be submitted at a later date.

Nike-Hercules Base

U. T. AUSTIN - FORMER NIKE MISSILE BASE PROPERTY: SUBJECT TO U. S. DEPARTMENT OF HEALTH, EDUCATION AND WELFARE APPROVAL, AUTHORIZATION TO GRANT EASEMENT ACROSS A TRACT OF 0.43 ACRES IN THE CHRIS PARKER SURVEY NO. 703, TRAVIS COUNTY, TEXAS, TO TEXAS RESEARCH INSTITUTE, INC.--Subject to the approval of the U. S. Department of Health, Education and Welfare, authorization was given to grant an easement for road and utility purposes across a tract of 0.43 acres in the Chris Parker Survey No. 703, Travis County, Texas (former Nike Missile Base property, The University of Texas at Austin) to Texas Research Institute, Inc. As consideration for the easement, Texas Research Institute, Inc., will pay \$500 cash, will convey fee title to a tract of 0.207 acres to the U. T. Board of Regents and will agree to construct and maintain a road across the easement which could be used as an alternative means of access to the U. T. Austin research facility located at the former Nike Missile Base on Ranch Road 2244 (Bee Caves Road).

It was noted that this tract of land is a portion of about 33 acres conveyed to the University by the United States of America by Deed dated June 17, 1967, and that a provision of the Deed requires that for a period of 30 years from the date of execution, the written authorization of the Department of Health, Education and Welfare must be obtained prior to a conveyance of any interest in the land.

Parking Facility Shared with City of Austin

U. T. AUSTIN - FRANK C. ERWIN, JR. SPECIAL EVENTS CENTER: APPROVAL OF SHARED PARKING FACILITY AGREEMENT WITH CITY OF AUSTIN, AUSTIN, TEXAS.--The Shared Parking Facility Agreement set out on Pages 128-130 by and between the Board of Regents of The University of Texas System, for and on behalf of The University of Texas at Austin, and the City of Austin, Austin, Texas, was approved without objection. This agreement will permit Brackenridge Hospital employees to use 150 parking spaces in the 431 space parking facility south of the Frank C. Erwin, Jr. Special Events Center for a period of one year. In consideration of this privilege, the City will pay the University \$20,000.

1054

SHARED PARKING FACILITY AGREEMENT

THIS AGREEMENT made and entered into as of the _____ day of _____, 1981, by and between the Board of Regents of The University of Texas System for and on behalf of The University of Texas at Austin, a component of The University of Texas System, hereinafter called "The University," and the City of Austin, hereinafter called "The City."

WITNESSETH:

WHEREAS, The University owns and controls a parking facility at the south end of the block bordered by 15th Street, Red River Street, and the West Access Road of Interstate Highway 35 in Austin, Texas and

WHEREAS, The City desires to share said parking facility for the use of a limited number of its Brackenridge Hospital employees upon terms and conditions hereinafter set forth;

NOW, THEREFORE, for and in consideration of the mutual promises of the parties hereto it is mutually agreed as follows:

1. Term: The term of this Agreement shall extend for a one (1) year period from July 1, 1981 to June 30, 1982. Each party has the right to terminate the Agreement by giving the other party sixty (60) days prior written notice thereof.

2. Parking Privileges: The City shall have limited and non-exclusive access to 150 spaces in the aforementioned parking facility during the hours of 6:30 am to 4:00 pm Monday through Friday for the term of the Agreement. On any given day, however, the parking privileges may be preempted when the Frank C. Erwin, Jr. Special Events Center needs to utilize the parking spaces. The University will give at least one day's notice to Brackenridge Hospital employees when the parking facility will not be available. On such days, Hospital employees will not be permitted to park on University property.

3. Operating Conditions: The University will post a security guard at the west entrance of the referenced parking facility. Assigned Hospital employees will be required to display University-approved parking permits attached to their vehicles in order to gain entrance to the facility. A maximum of 150 such parking permits will be issued to specified Brackenridge employees for the term of the Agreement.

4. Consideration: In return for such parking privileges, The City will pay to The University a total of \$20,000 for the term of the Agreement. Payment will be made in twelve equal installments with a payment due on the first day of each month the Agreement is in force.

5. Liability: The City agrees to protect, indemnify, save, and hold harmless The University from any and all claims, demands, and causes of action arising in favor of any person on account of any loss, damage, or injury (including death) to persons or property arising directly or indirectly from, or in connection with, the use of the subject facilities by the employees, agents, or invitees of The City, whether caused by the intentional acts or the negligent acts or omissions of The City or its agents, servants, employees, or invitees or third parties over which The University has no supervision or control. The City further agrees to indemnify The University for any and all damages to property of The University resulting directly or indirectly from the intentional act or acts or the negligent acts or omissions of The City or its agents, servants, employees, or invitees while on the premises covered by this Agreement, ordinary wear and tear to the premises excepted.

The University shall, to the extent authorized under the Constitution and Laws of the State of Texas, indemnify and hold harmless The City from any and all claims or losses due to personal injury or property damage arising in connection with the use of the subject property and resulting from any negligent acts or omissions on the part of The University, its agents, servants, or employees; provided, however, The University shall not hold the City harmless from any claims, demands, or causes of action arising in favor of any person, growing out of, incident to, or resulting directly or indirectly, from negligence of The City, its officers, agents, representatives, or employees, or any person or entity not subject to The University's supervision or control.

6. Notices: All notices required to be given to The University shall be mailed to the Vice President for Business Affairs, The University of Texas at Austin, P.O. Box 8179, Austin, Texas 78712. Notices required to be given to The City shall be mailed to the Brackenridge Hospital Administrator, Fifteenth and East Avenue, Austin, Texas 78701.

CITY OF AUSTIN

BOARD OF REGENTS OF THE UNIVERSITY
OF TEXAS SYSTEM

City Manager

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

ATTEST:

APPROVED AS TO CONTENT:

City Clerk

Chancellor, The University of Texas
System

APPROVED:

APPROVED AS TO FORM:

City Attorney

[Handwritten Signature]

General Counsel, The University of
Texas System

FILE NO. 450
DOCUMENT ✓
REMARKS —

Agreement
U. T. AUSTIN: APPROVAL OF AGREEMENT WITH COLT MICROFICHE CORPORATION, RED BANK, NEW JERSEY. -- Approval was given without objection to the agreement set out on Pages 131-133 by and between the Board of Regents of The University of Texas System, for and on behalf of The University of Texas at Austin, and Colt Microfiche Corporation, Red Bank, New Jersey. This agreement will grant exclusive rights to Colt Microfiche Corporation to manufacture, publish, and sell a microfiche edition of the annual Directory of Texas Manufacturers which is published by the U. T. Austin Bureau of Business Research.

AGREEMENT

THIS AGREEMENT is made and entered into on the date last herein written between the Board of Regents of The University of Texas System for and on behalf of THE UNIVERSITY OF TEXAS AT AUSTIN, Austin, Texas, 78712 ("Licensor") and SOLT MICROFICHE CORPORATION, Two Harding Road, Red Bank, New Jersey 07701 ("Licensee").

WHEREAS, Licensee wishes to publish a collection of the industrial directories of the states, territories, and possessions of the United States in annual microfiche editions (the "Collection"), and WHEREAS, Licensor owns the exclusive right to license publication of the annual DIRECTORY OF TEXAS MANUFACTURERS including any revised, updated, or annual editions (the "Work") in a microfiche edition,

NOW THEREFORE, the parties mutually agree as follows:

1. Licensor hereby grants to Licensee, during the term of this agreement, the exclusive world-wide right to manufacture, publish, and sell the Work in the English language as part of the Collection in a microfiche edition only. Such right is granted only on the condition that the Collection contain comparable works offering statewide coverage of every state in the United States. If this condition is not met, all rights revert to the Licensor. Also, if first-year sales amount to fewer than three hundred and fifty (350) sets of the Collection, all rights revert to the Licensor. If either condition is not met, Licensee will immediately notify Licensor that this agreement is terminated and that all rights have reverted to Licensor.

2. The term of this agreement shall be two (2) years from the date of execution.

3. Upon the expiration of this agreement and provided that the parties do not enter into a new agreement, all of the Licensee's rights hereunder will terminate and revert to Licensor except that Licensee may dispose of any copies of the Collection previously produced for one year after such expiration. Licensee will pay royalties on any copies of the Collection sold after expiration of the agreement exactly as if expiration had not occurred.

4. Licensee shall pay to Licensor in accordance with Paragraph 5 a royalty on the net selling price of every copy (regardless of price) of the Collection sold by Licensee, less returns, for which Licensee may maintain reasonable reserves, as follows: Ten percent (10) of the said net selling price by Licensee from sales of the Collection shall be multiplied by a fraction, the numerator of which shall be the number of pages supplied from the Work herein named, and the denominator of which shall be the number of pages of the whole Collection. No royalties shall be paid on copies of the Collection furnished gratis for review or sample. Net selling price shall mean Licensee's invoice price of the Collection less discounts actually allowed and less sales and other similar taxes and any transportation or delivery charges actually borne by Licensee.

5. Licensee shall provide to Licensor quarterly statements of account showing gross sales, discounts, taxes, transportation charges, actual returns, and the reserve for returns for the preceding quarter and shall mail checks to Licensor in payment of the amounts due thereon within thirty (30) days after each such statement of account. At its expense, Licensor may examine Licensee's books and accounts twice per year during normal business hours upon reasonable notice until two (2) years after the last payment made hereunder.

6. During the term of this agreement, Licensor shall supply to Licensee two (2) free copies of each annual, revised, or updated edition of the Work suitable for reproduction on microfiche and shall notify Licensee in writing no later than ninety (90) days prior to publication of each new edition of the Work.

7. Licensee shall accurately reproduce the entire text of the Work, including copyright notices and acknowledgments contained therein, and Licensee shall not make any changes in or deletions from the Work in its microfiche edition. Licensor shall not in any way be obligated to pay Licensee for costs involved in preparing Licensor's Work for inclusion in the microfiche Collection.

8. Licensee may reproduce material from the jacket and/or cover of the Work and from the text and artwork contained therein in connection with the advertising, promotion, and packaging of the Collection. Licensee shall provide Licensor one copy of any such advertising materials to be used in promoting the Collection. Licensor shall have thirty (30) days in which to approve or disapprove the use of the promotional materials.

9. Licensee shall publish the Collection within a reasonable time after execution of this agreement. However, Licensee shall have the right to determine the style, manner, and price of the Collection.

10. Licensee shall copyright the Collection in Licensee's name in the United States in conformity with the Universal Copyright Convention.

11. Within thirty (30) days of publication of the Collection, Licensee shall supply two (2) free copies of each annual, revised, or updated edition of the Collection to the Licensor.

12. Licensor warrants and represents that it is the sole owner of all the rights granted hereunder to Licensee; that Licensor has full power to enter into this agreement; that to the best of Licensor's knowledge, the Work does not violate any rights of privacy, is not libelous or obscene, does not infringe upon any copyright, and does not violate any other personal or proprietary right of any person or party and that this agreement is not in contravention of any statute, rule, regulation, or law of the state whose industrial directory constitutes the Work that is the subject of this agreement. To the extent allowed by the Constitution and statutes of the State of Texas, Licensor agrees to defend, indemnify, and hold Licensee harmless against any cost or damages arising out of any claim, demand, action, or proceeding against Licensee based upon a breach or alleged breach of the foregoing warranties and representations. These warranties, representations, and indemnities shall survive termination of this agreement.

13. Licensee agrees to compensate the Licensor at the rate of \$50 per copy for each lost sale of the Work which is in excess of five percent (5%) of sales volume below the Licensor's sales of the Work in the previous year. However, the compensated lost sales shall not exceed the net unit sales of the Collection.

14. In addition to the entire text referred to in Paragraph 7, the Collection shall contain one page to be supplied by the Licensor which supplies price and other information to the reader who is interested in purchasing the hard copy version of the Work.

15. To protect the good name of the Licensor, the Licensee agrees that it will conduct its operations in a manner consistent with the law, ethics, and generally accepted trade practices. Failure so to act will be sufficient and good cause for cancellation of this contract by the Licensor.

16. Licensee shall not have the right to sell copies of the Work in a microfiche edition separate and apart from the Collection. If Licensee shall receive any orders for a microfiche copy of the Work alone, Licensee agrees to refer such orders to Licensor at the Bureau of Business Research.

17. All rights not expressly granted to Licensee are hereby reserved to Licensor for its own use.

18. If Licensee fails to fulfill or comply with any provision of this license agreement within thirty (30) days after written notice from Licensor

of such failure, or if Licensee takes advantage of any insolvency law, commences the liquidation of its business or becomes bankrupt, files a petition for an arrangement under the Federal Bankruptcy Acts, makes a general assignment for the benefit of its creditors or if a receiver or trustee is appointed for substantially all its assets, Licensor may terminate this agreement by written notice and thereupon all rights granted to Licensee by Licensor hereunder shall revert to Licensor.

19. Neither party may assign their rights or delegate performance of their duties under this agreement without prior written approval of the other party.

20. This agreement contains the entire understanding of the parties concerning its subject matter, and no modification or waiver of any provision shall be binding unless in writing and signed by both parties.

21. This agreement shall be construed under the laws of the United States and the State of Texas.

THIS AGREEMENT is executed in multiple originals on this _____ day of _____, 1981, to be effective _____.

ATTEST: THE BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM

Secretary _____ By: James L. Powell, Chairman

ATTEST: COLT MICROFICHE CORPORATION

Secretary _____ By: James J. Walsh, Its duly Authorized President

Approved as to Content:

Approved as to Form:

E. J. [Signature]
Chancellor

Katherine L. Chapman
Office of General Counsel

Waivers

FILE NO. B
DOCUMENT _____
REMARKS _____

U. T. DALLAS: EXCEPTION TO REGENTS' RULES AND REGULATIONS, PART ONE, CHAPTER III, SECTION 31 FOR CONTINUED EMPLOYMENT OF PROFESSORS POLYKARP KUSCH AND ANTON L. HALES FOR THE 1981-82 ACADEMIC YEAR (RETIREMENT AND MODIFIED SERVICE). -- Without objection, an exception was made to the Regents' Rules and Regulations, Part One, Chapter III, Section 31 in order to continue the employment of Professors Polykarp Kusch and Anton L. Hales, who are past retirement age, at The University of Texas at Dallas for the 1981-82 academic year.

FILE NO. 400
DOCUMENT ✓
REMARKS

U. T. EL PASO - LAND ACQUISITION: AUTHORIZATION TO ACQUIRE LOTS 1 THROUGH 15, BLOCK 161 ALEXANDER ADDITION, CITY OF EL PASO, EL PASO COUNTY, TEXAS, FROM ROMAN CATHOLIC DIOCESE OF EL PASO. -- Approval was given without objection to acquire from the Roman Catholic Diocese of El Paso for a net cash price of \$142,000, Lots 1 through 15, Block 161, Alexander Addition to the City of El Paso, El Paso County, Texas, containing approximately 50,700 square feet, adjacent to The University of Texas at El Paso campus. The purchase of this site will allow for badly needed improvements to the main University Avenue campus entrance, including better traffic control design and landscaping.

Outside Employment

U. T. EL PASO AND U. T. HEALTH SCIENCE CENTER - DALLAS: AUTHORIZATION FOR PRESIDENT HASKELL MONROE, PRESIDENT CHARLES C. SPRAGUE, AND DR. GEORGE RACE TO SERVE AS MEMBERS OF THE GOVERNOR'S TASK FORCE ON HIGHER EDUCATION [REGENTS' RULES AND REGULATIONS, PART ONE, CHAPTER III, SECTIONS 13.(10) AND 13.(11)]. --Chancellor Walker reported that the name of Dr. Haskell Monroe had been omitted from the request for certain individuals to serve as members of the Governor's Task Force on Higher Education and recommended that his name be added. Regent Briscoe moved and Regent Blumberg seconded that the request be so amended. Whereupon and without objection, permission was granted for the following individuals to serve as members of the Governor's Task Force on Higher Education for a term of one year:

FILE NO. B
DOCUMENT ✓
REMARKS

Dr. Haskell Monroe, President of The University of Texas at El Paso

Charles C. Sprague, M.D., President of The University of Texas Health Science Center at Dallas

Dr. George Race, Associate Dean for Continuing Education at the U. T. Southwestern Medical School - Dallas of The University of Texas Health Science Center at Dallas

Presidents Monroe and Sprague and Dr. Race will receive no compensation for the services they perform but will receive reimbursement for travel and subsistence expenses for necessary activities other than to attend regularly scheduled monthly meetings of the task force.

These appointments are of benefit and create no conflict with the individuals' regular duties. They are in accordance with approval requirements for positions of honor, trust, or profit provided in Article 6252-9a of Vernon's Civil Statutes and Sections 13.(10) and 13.(11) of Chapter III of Part One of the Regents' Rules and Regulations.

Addition of Two Floors

U. T. HEALTH SCIENCE CENTER - DALLAS - AMBULATORY CARE CENTER AND ADDITION OF TWO FLOORS TO THE FRED F. FLORENCE BIOINFORMATION CENTER: AWARD OF CONTRACT TO LAROE CONSTRUCTION COMPANY, INC., TERRELL, TEXAS, SUBJECT TO A FAVORABLE RULING FROM THE TRAVIS COUNTY DISTRICT COURT IN THE APPEAL OF THE TEXAS HEALTH FACILITIES COMMISSION AWARD OF A CERTIFICATE OF NEED; ADDITIONAL APPROPRIATION THEREFOR, AND APPROVAL OF INSCRIPTIONS ON TWO PLAQUES. -- Following a review of the tabulation of bids, the Board without objection:

FILE NO. 200
DOCUMENT ✓
REMARKS

1. Awarded the construction contract for the Ambulatory Care Center and the Addition of Two Floors to the Fred F. Florence Bioinformation Center at The University of Texas Health Science Center at

Dallas to the lowest responsible bidder, LaRoe Construction Company, Inc., Terrell, Texas, in the amount of \$18,304,000 subject to a favorable ruling from the Travis County District Court in the appeal of the Texas Health Facilities Commission award of a Certificate of Need for this project

2. Authorized a combined total project cost of \$21,300,000 to cover the combined construction contract award, movable furnishings and equipment, air balancing, landscaping, fees and related project expenses
3. Appropriated additional funds in the amount of \$9,004,000 from Permanent University Fund Bond Proceeds to provide for the combined total project cost
4. Approved the inscriptions as set forth below for the plaques for the two buildings [These inscriptions follow the standard pattern approved by the Board at the meeting held June 1, 1979.]:

AMBULATORY CARE CENTER

1981

BOARD OF REGENTS

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

E. D. Walker
Chancellor, The University
of Texas System
Charles C. Sprague, M.D.
President, The University
of Texas Health Science
Center at Dallas

Fisher and Spillman Architects
Incorporated
Project Architect

LaRoe Construction Company, Inc.
Contractor

FRED F. FLORENCE BIODINFORMATION CENTER ADDITION OF TWO FLOORS

1981

BOARD OF REGENTS

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

E. D. Walker
Chancellor, The University
of Texas System
Charles C. Sprague, M.D.
President, The University
of Texas Health Science
Center at Dallas

Fisher and Spillman Architects
Incorporated
Project Architect

LaRoe Construction Company, Inc.
Contractor

3566
17
G+B
FILE NO. _____
DOCUMENT _____
REMARKS _____

U. T. GALVESTON MEDICAL BRANCH: ACCEPTANCE OF GRANT FROM THE SEALY & SMITH FOUNDATION FOR THE PURCHASE OF AN IBM COMPUTER-BASED HOSPITAL INFORMATION SYSTEM FOR JOHN SEALY HOSPITAL. -- A \$1,333,305 grant was accepted from The Sealy & Smith Foundation for the John Sealy Hospital to be used for the purchase of an IBM computer-based hospital information system for the John Sealy Hospital at The University of Texas Medical Branch at Galveston. This grant will be paid during the years 1981-83 in accordance with the following schedule: May 1981 - \$625,000; March 1982 - \$375,000; and March 1983 - \$333,305.

It was reported that the U. T. Galveston Medical Branch will file the necessary application with the Health Facilities Commission for a Certificate of Need for this system and will comply with state purchasing rules in regard to the bidding process.

Meetings of The Board ✓

SCHEDULED MEETINGS. -- Chairman Powell announced that the next meetings of the U. T. Board of Regents would be in Austin, Texas, on:

- July 1, 1981
- August 13-14, 1981

FILE NO. I
DOCUMENT _____
REMARKS _____

COMMITTEE OF THE WHOLE - EXECUTIVE SESSION

Chairman Powell ✓ reported that the Committee of the Whole had met in Executive Session in the Game Room of The Union at The University of Texas at El Paso on Thursday afternoon (June 11) following the meeting of the Buildings and Grounds Committee and continued its meeting on Friday morning (June 12) to discuss matters in accordance with Article 6252-17, Sections 2(e), (f) and (g) of Vernon's Texas Civil Statutes: Litigation, Land Acquisition and Personnel Matters. See Page 21. Chairman Powell ✓ reported that none of the items discussed in Executive Session required action at this time.

ADJOURNMENT. -- There being no further business, the meeting was adjourned at 11:30 a. m.

Betty Anne Thedford

June 17, 1981