

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

Meeting No. 793

May 11, 1983

Austin, Texas

and

Meeting No. 794

June 16-17, 1983

Dallas, Texas

VOLUME XXX - E

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MEETING NO. 794

THURSDAY, JUNE 16, 1983.--The members of the Board of Regents of The University of Texas System convened in regular session at 1:25 p.m. on Thursday, June 16, 1983, in Room M 2.104 of the Skillern Student Union Building at The University of Texas Health Science Center at Dallas, Dallas, Texas, with the following in attendance:

ATTENDANCE.--

<u>Present</u>	<u>Absent</u>
Chairman Newton, presiding	
Vice-Chairman Baldwin	
Vice-Chairman (Mrs.) Briscoe	
Regent Hay	
Regent (Mrs.) Milburn	
Regent Powell	
Regent Rhodes	
Regent Richards	
Regent Yzaguirre	
Executive Secretary Dilly	
Chancellor Walker	
Executive Vice Chancellor Jordan	
Executive Vice Chancellor Mullins	

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

RECESS FOR COMMITTEE MEETINGS.--Chairman Newton announced that the Board would recess for the meetings of the Standing Committees (Finance and Audit, Academic Affairs, Health Affairs, Buildings and Grounds and Land and Investment) and, if time permitted following these meetings, the Board would reconvene in open session for the sole purpose of recessing to Executive Session and would not reconvene as a Board until Friday morning, June 17, 1983.

At 3:50 p.m., the Board reconvened in open session and immediately thereafter recessed to meet in Executive Session 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)
U. T. Health Science Center - San Antonio:
Settlement of Litigation
2. Land Acquisition, Purchase, Exchange, Lease or Value of Real Property and Negotiated Contracts for Prospective Gifts or Donations - Section 2(f)
U. T. System: Lease of Land in Pecos County, Texas, for Operation of a Commercial Vineyard and Winery
3. Personnel Matters [Section 2(g)] Relating to Appointment, Employment, Evaluation, Assignment, Duties, Discipline, or Dismissal of Officers or Employees
U. T. System: Authorization of Interim Operations of the Office of the Executive Vice Chancellor for Academic Affairs

Friday, June 17, 1983

At 9:00 a.m. on Friday, June 17, 1983, the Board reconvened in open session at the same place and with the same attendance as at the meeting on Thursday, June 16.

WELCOME AND REPORT BY CHARLES C. SPRAGUE, M.D., PRESIDENT OF THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT DALLAS.-- Chairman Newton recognized Dr. Charles C. Sprague, President of The University of Texas Health Science Center at Dallas (the host institution), and expressed appreciation to him for the delightful social event which he and the Southwestern Medical Foundation had hosted the previous evening.

On behalf of the faculty, staff and students of the U. T. Health Science Center - Dallas, President Sprague welcomed the members of the Board and other guests to Dallas. He commented that the institution will celebrate its 40th anniversary next month and emphasized the importance of the progress that has been made to date. With the aid of slides, he pointed out that the U. T. Health Science Center - Dallas is made up of three schools (U. T. Southwestern Medical School - Dallas, U. T. G.S.B.S. - Dallas and U. T. Allied Health Sciences School - Dallas) and briefly outlined some of the academic programs and the people involved with them. He presented an overview of student enrollment, faculty recruitment efforts and research activities and noted that five faculty members have been elected to the National Academy of Sciences.

(President Sprague's report was in accordance with the policy adopted at the September 1977 meeting of the U. T. Board of Regents.)

U. T. BOARD OF REGENTS: APPROVAL OF MINUTES OF REGULAR MEETING ON APRIL 14-15 AND SPECIAL MEETING ON MAY 11, 1983.-- Upon motion of Regent Richards, seconded by Vice-Chairman Baldwin, the Minutes of the regular meeting of the Board of Regents of The University of Texas System held on April 14-15 and the special meeting held on May 11, 1983, in Austin, Texas, were approved as distributed by Executive Secretary Dilly. The official copies of these Minutes are recorded in the Permanent Minutes, Volume XXX, Pages 2080 - 2919.

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

U. T. Arlington

President Nedderman introduced:

Faculty Representative:

Dr. Bill Pinney, Chairman
Faculty Senate

U. T. Austin

President Flawn introduced:

Faculty Representative:

Dr. John Durbin, Chairman
Faculty Senate

Student Representatives:

Mr. Mitch Kreindler, President
Students' Association
Mr. Frank Jannuzi, General
Reporter, The Daily Texan
Mr. David Elliot, Newswriter
The Daily Texan

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U. T. Austin

President Flawn introduced:

Faculty Representative:

Dr. John Durbin, Chairman
Faculty Senate

Student Representatives:

Mr. Mitch Kreindler, President
Students' Association
Mr. Frank Jannuzi, General
Reporter, The Daily Texan
Mr. David Elliot, Newswriter
The Daily Texan

U. T. Dallas

President Rutford introduced:

Faculty Representative:

Dr. Dennis Kratz, Speaker of
the Faculty

U. T. El Paso

President Monroe introduced:

Student Representative:

Ms. Lynn Bradshaw, President
Students' Association

U. T. San Antonio

President Wagener introduced:

Faculty Representative:

Dr. Nicholas M. De Luca, Asso-
ciate Professor, Division
of Education

Student Representative:

Mr. Joey Villarreal, President
Student Representative
Assembly

U. T. Tyler

President Hamm introduced:

Faculty Representative:

Dr. Vincent Falzone, President
Faculty Senate

Student Representative:

Mr. Eric Horton, President
Student Body

U. T. Health Science Center - Dallas

President Sprague introduced:

Faculty Representatives:

Kern Wildenthal, M.D., Dean
U. T. Southwestern Medi-
cal School - Dallas
Dr. William Neaves, Dean, U.T.
G.S.B.S. - Dallas
Dr. John Schermerhorn, Dean
U. T. Allied Health
Sciences School - Dallas
Ms. Linda Cadigan, Assistant to
the President
Dr. Janet Aune, Vice-President
for Academic Services
Dr. Roger Lanier, Associate Dean
U. T. Allied Health
Sciences School - Dallas

Student Representatives:

Mr. Dale Allen, U. T. Southwest-
ern Medical School - Dallas
Mr. Paul Gulig, U.T. G.S.B.S. -
Dallas
Ms. Tracy Schrider, U. T. Allied
Health Sciences School -
Dallas

U. T. Medical Branch - Galveston

President Levin introduced:

Faculty Representative:

Dr. Rodger Marion, Assistant Professor in the Office of Curricular Affairs, U. T. Allied Health Sciences School - Galveston

Student Representative:

Ms. Claudia Papenfuss, Senior Medical Technology Student, U. T. Allied Health Sciences School - Galveston

U. T. Health Science Center - Houston

President Bulger introduced:

Faculty Representatives:

Dr. Don Allen, Dean, U. T. Dental Branch - Houston
Dr. Reuel Stallones, Dean U. T. Public Health School - Houston

U. T. Health Science Center - San Antonio

President Harrison introduced:

Faculty Representative:

Ms. Juanita S. Wallace, Assistant Professor and Program Director, Dental Hygiene Education, U. T. Allied Health Sciences School - San Antonio

Student Representative:

Mr. David Hong, Third-Year Medical Student

U. T. Cancer Center

President LeMaistre introduced:

Faculty Representative:

Dr. Jose M. Trujillo, Head Laboratory Medicine

Student Representative:

Dr. David L. Watkins, Fellow Department of Pathology

RECESS FOR EXECUTIVE SESSION.--At 9:35 a.m., Chairman Newton announced that the Board would recess for an Executive Session to continue its discussion of matters in accordance with Article 6252-17, Sections 2(e), (f) and (g) of Vernon's Texas Civil Statutes: Litigation, Land Acquisition, and Personnel Matters.

RECONVENE.--At 12:25 p.m., the Board reconvened in open session and Chairman Newton called for the reports and recommendations of the Standing Committees.

REPORTS AND RECOMMENDATIONS OF STANDING COMMITTEES

REPORT OF EXECUTIVE COMMITTEE (Pages 5 - 20).--In compliance with Section 7.14 of Chapter I of Part One of the Regents' Rules and Regulations, Chairman Newton reported to the Board for ratification and approval all actions taken by the Executive Committee since the last meeting. Unless otherwise indicated, the recommendations of the Executive Committee were in all things approved as set forth below:

1. Permanent University Fund: Authorization to Employ the Firm of A. G. Becker, Inc., Houston, Texas, to Perform an Audit of Investment Performance and Appropriation Therefor (Exec. Com. Letter 83-23).--The Board, upon recommendation of the Executive Committee:

- a. Approved the employment of A. G. Becker, Inc., Houston, Texas, to perform an audit on the investment performance of the four Investment Counselors employed by the U. T. Board of Regents and the U. T. System investment staff for the period of November 1, 1981 through August 31, 1983
- b. Appropriated \$42,000 from the Available University Fund Unallocated Operating Account (63-0500-0100) to cover the cost of this study

The employment of A. G. Becker, Inc., for this performance audit was approved by the U. T. Board of Regents at its meeting on April 14-15, 1983; however, this item was not on the agenda posted with the Secretary of State for the April meeting, and thus was confirmed by Executive Committee Letter 83-23 and ratified by the U. T. Board of Regents at this meeting.

2. U. T. Arlington: Renovation of Cooper Center (Project No. 301-549) - Award of Construction Contract to B & B Developers, Moody, Texas, Change in Name of Project to Social Work Complex and Plaque Inscription (Exec. Com. Letter 83-24).--The Executive Committee recommended and the Board:

- a. Awarded a construction contract for Renovation of Cooper Center at The University of Texas at Arlington to the lowest responsible bidder, B & B Developers, Moody, Texas, as follows:

Base Bid	\$1,107,777
Alternate No. 1 (Covered Walkway)	59,000
Alternate No. 2A (Replacement Windows Bldg. A)	68,000
Alternate No. 3 (Landscape and Sitework)	94,000
Alternate No. 5 (New Waterline)	15,000
Total Contract Award	<u>\$1,343,777</u>

- b. Approved the change in name of the project from Cooper Center to "Social Work Complex"
- c. Approved the inscription set forth below for a plaque to be placed on the building. This inscription follows the standard pattern approved by the U. T. Board of Regents on June 1, 1979.

SOCIAL WORK COMPLEX

1983

BOARD OF REGENTS

Jon P. Newton, Chairman
 Robert B. Baldwin III, Vice-Chairman
 Janey Briscoe, Vice-Chairman
 (Mrs. Dolph)
 Jess Hay
 Beryl Buckley Milburn
 James L. Powell
 Tom B. Rhodes
 Howard N. Richards
 Mario Yzaguirre

E. D. Walker
 Chancellor, The University
 of Texas System
 Wendell H. Nedderman
 President, The University
 of Texas at Arlington

 Omniplan Architects
 Project Architect
 B & B Developers
 Contractor

- 3. U. T. Arlington: Acceptance of Pledge from Mr. John P. Ryan, Arlington, Texas, and Mr. Michael A. Reilly, Arlington, Texas, and Establishment of the Ryan-Reilly Center for Urban Land Utilization in the College of Business Administration (Exec. Com. Letter 83-25).--Upon recommendation of the Executive Committee, the Board accepted a \$500,000 pledge from Mr. John P. Ryan, Arlington, Texas, and Mr. Michael A. Reilly, Arlington, Texas, and established the Ryan-Reilly Center for Urban Land Utilization in the College of Business Administration at The University of Texas at Arlington. The pledge is to be paid with an initial cash payment of \$100,000 and 20 equal annual installments of \$20,000, payable beginning January 1, 1984. The initial payment of \$100,000 and the first annual prepaid installment of \$20,000 were to be made shortly after June 1, 1983.

Income earned from the endowment will be used to meet the following goals and objectives for the Center as prescribed by the donors:

- a. To develop speaker and audio-visual programs concerning all aspects of real estate and finance
- b. To sponsor speakers of known reputation on real estate and financial matters
- c. To implement and provide teaching programs which will be available to the business community
- d. To provide graduate placement services to students seeking jobs with real estate and financial firms
- e. To assist in the development of real estate courses emphasizing the operational skills involved in property management, asset management, commercial development, construction management, and commercial leasing

- f. To provide opportunities for interaction of the faculty with financial and real estate groups (e.g. through research and consulting)
- g. To assist Rho Epsilon, a national real estate fraternity, in its endeavors
- h. To develop and market, in the name of the Ryan-Reilly Center for Urban Land Utilization, real estate and financial seminars for students, teachers, industry members, and the community at large

It was noted that these goals may change over the years, as may their relative priority. Such changes are to be worked out on a year-to-year basis as needed between the Center's director and the donors.

Further, the donors stipulated the following additional expectations from U. T. Arlington:

- a. Provide to the donors information relating to the identification of personnel responsible for the development of the Center, the annual budget and projects undertaken by the Ryan-Reilly Center for Urban Land Utilization
- b. During the period of the grant payments, provide the donors annually with a narrative report describing the accomplishments of the Ryan-Reilly Center for Urban Land Utilization and progress toward attainment of the specified goals and objectives
- c. University officials will work with Mr. Joe Murray, corporate director of public relations of Murray, Jury, and Maslonka, or his designee, to ensure appropriate news coverage of the Ryan-Reilly Center for Urban Land Utilization

The Ryan-Reilly Center for Urban Land Utilization is being established in honor of the late Thomas M. Ryan, the father of John P. Ryan and Thomas W. and Margaret A. Reilly, parents of Michael A. Reilly.

4. U. T. Austin: Balcones Research Center - Center for Electromechanics/Center for Energy Studies (Project No. 102-524) - Award of Construction Contract to Castle Construction Co., Inc., Montgomery, Alabama, Approval of Revised Total Project Cost and Plaque Inscription (Exec. Com. Letter 83-24).--The Board, upon recommendation of the Executive Committee:

- a. Awarded a construction contract for the Center for Electromechanics/Center for Energy Studies at the Balcones Research Center of The University of Texas at Austin to the lowest responsible bidder, Castle Construction Co., Inc., Montgomery, Alabama, as follows:

Base Bid	\$10,880,000
Alternate Bid No. 1 (Precast Concrete Wall Panels)	<u> - 50,000</u>
Total Contract Award	<u>\$10,830,000</u>

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

- b. Approved a revised total project cost of \$12,821,800 to cover the contract award, fees, furniture and furnishings and related expenses, exclusive of departmental equipment (The previously authorized total project cost had been \$14,782,457, exclusive of departmental equipment.)
- c. Approved the inscription set forth below for a plaque to be placed on the building. This inscription follows the standard pattern approved by the U. T. Board of Regents on June 1, 1979.

CENTER FOR ELECTROMECHANICS/CENTER FOR ENERGY STUDIES

1983

BOARD OF REGENTS

Jon P. Newton, Chairman
 Robert B. Baldwin III, Vice-Chairman
 Janey Briscoe, Vice-Chairman
 (Mrs. Dolph)
 Jess Hay
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 James L. Powell
 Tom B. Rhodes
 Howard N. Richards
 Mario Yzaguirre

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

Page Southerland Page
 Project Architect
 Castle Construction Co., Inc.
 Contractor

- 5. U. T. Austin: Chemical and Petroleum Engineering Building (Project No. 102-452) - Award of Construction Contract to Clearwater Constructors, Inc., Austin, Texas, Approval of Revised Total Project Cost and Plaque Inscription (Exec. Com. Letter 83-24).--The Executive Committee recommended and the Board:

- a. Awarded a construction contract for the Chemical and Petroleum Engineering Building at The University of Texas at Austin to the lowest responsible bidder, Clearwater Constructors, Inc., Austin, Texas, as follows:

Base Bid	\$19,500,000
Alternate No. 1 (Fiber-glass Structural Members)	<u>7,600</u>
Total Contract Award	<u>\$19,507,600</u>

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

- b. Approved a revised total project cost of \$23,215,513 to cover the contract award, fees, furniture and furnishings, and related project expenses (The previously authorized total project cost had been \$29,300,000.)
- c. Approved the inscription set forth on Page 9 for a plaque to be placed on the building. This inscription follows the standard pattern approved by the U. T. Board of Regents on June 1, 1979.

CHEMICAL AND PETROLEUM ENGINEERING BUILDING

1983

BOARD OF REGENTS

Jon P. Newton, Chairman
 Robert B. Baldwin III, Vice-Chairman
 Janey Briscoe, Vice-Chairman
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 Jess Hay
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 Tom B. Rhodes
 Howard N. Richards
 Mario Yzaguirre

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

Calhoun, Tungate, Jackson & Dill
 Project Architect
 Clearwater Constructors, Inc.
 Contractor

6. U. T. Austin: Engineering Teaching Center II (Project No. 102-171) - Release of Certain Bidders from Submitted Bids and Award of Contracts for Furniture and Furnishings to Abel Contract Furniture & Equipment Co., Inc., Austin, Texas; Paul Anderson Company, San Antonio, Texas; Clegg/Austin, Austin, Texas; Disco Print Company, Houston, Texas; The Office Company, Inc., Austin, Texas; Austin Material Handling, Austin, Texas; American Desk, Temple, Texas; and Stewart Office Supply Company, Inc., Dallas, Texas; and Authorization for the Chancellor to Sign the Contracts (Exec. Com. Letter 83-26).--It was reported that three companies had made errors in their bids for the furniture and furnishings for the Engineering Teaching Center II at The University of Texas at Austin which would result in cash losses to those companies. Therefore, the Executive Committee recommended and the Board excused Smith Office Furniture, San Antonio, Texas, from its bid on Base Proposal "B" (Study Carrels, Tables and Seating) and Stewart Office Supply Company, Inc., Dallas, Texas, and Rockford Business Interiors, Austin, Texas, from their bids on Base Proposal "C" (Wood Office Furniture).

Further, upon recommendation of the Executive Committee, the Board awarded contracts for the furniture and furnishings for the Engineering Teaching Center II to the lowest responsible bidders as follows:

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

Base Proposal "A" (Seminar,
 Laboratory Chairs and Tables) \$ 241,165.28

Base Proposal "F" (Drafting
 Laboratory Furniture) 34,422.92

Base Proposal "J" (Conference
 Chairs) 7,832.16

Total Contract Award to Abel
 Contract Furniture & Equipment
 Co., Inc. \$ 283,420.36

Paul Anderson Company,
 San Antonio, Texas

Base Proposal "B" (Study
 Carrels, Tables & Seating) \$ 165,399.45

Clegg/Austin, Austin, Texas

Base Proposal "C" (Wood Office
Furniture) \$ 172,773.55

Disco Print Company, Houston, Texas

Base Proposal "D" (Steel Office
Furniture) \$ 141,324.00

The Office Company, Inc., Austin, Texas

Base Proposal "E" (Office
Seating) \$ 147,603.59

Austin Material Handling,
Austin, Texas

Base Proposal "G" (Steel
Laboratory Benches & Work
Tables) \$ 24,501.05

American Desk, Temple, Texas

Base Proposal "H" (Wood
Laboratory Benches & Work
Tables) \$ 26,793.00

Base Proposal "I" (Classroom
Furniture) 29,779.55

Total Contract Award to
American Desk \$ 56,572.55

Stewart Office Supply Company, Inc.,
Dallas, Texas

Base Proposal "L" (Stacking
Chairs) \$ 15,180.48

Grand Total Contract Awards \$1,006,775.03

It was noted that only one bid was received for Base Proposal "K" (Draperies) and it was more than the estimated cost. Therefore, the draperies will be procured separately by purchase order.

The Board authorized the Chancellor to sign the contracts for the furniture and furnishings.

7. U. T. Austin: Power Plant Expansion - Building Revenue Bond Sale - Appointment of (a) Stone and Webster Management Consultants, Houston, Texas, Consulting Engineer; (b) Sam Maclin of Rotan Mosle, Inc., San Antonio, Texas, Bond Consultant; and (c) Hutchison, Price, Boyle & Brooks, Dallas, Texas, Bond Counsel; and Authorization to Pay Expenses (Exec. Com. Letters 83-20 and 83-21).--
With respect to a Building Revenue Bond Sale for financing a portion of the cost of the Power Plant Expansion at The University of Texas at Austin, the Executive Committee recommended and the Board:

- a. Appointed Stone and Webster Management Consultants, Houston, Texas, Consulting Engineer to perform the required rate studies, and recommend rates

herein contained on the part of Lessee to be kept and performed, Lessor does hereby lease to Lessee, and Lessee does hereby lease from Lessor, the following described real property and the buildings and improvements located thereon ("leased premises") in their present condition, located in Bexar County, Texas, to-wit:

That certain property locally known as the Lutch Center, Terrell Hills, Bexar County, Texas, more fully described on Exhibit "A", which is attached hereto and made a part of this Agreement, along with all items of furniture and personal property owned by Lessor which are located in the leased premises as of the commencing date hereof.

The initial term of this lease is one (1) year, commencing on September 1, 1984, and ending on August 31, 1985. It shall automatically renew for additional like periods of one (1) year each under the same terms and conditions, unless Lessee shall, at least sixty (60) days prior to the termination date of the initial period or of any renewal period, give written notice to Lessor that it does not wish the lease to automatically renew for the next ensuing one-year period, in which case this Agreement shall terminate at the end of the then current lease period; except that, if not sooner terminated as elsewhere provided herein, the lease shall finally terminate on the 31st day of August, 2004. Lessor shall have no discretion in automatically renewing the lease as hereinabove set out, except as follows:

(a) for failure to perform any duty or covenant undertaken by it hereunder (see paragraph 10); or

(b) in the event Lessor deems it appropriate, in its best interest, to sell or otherwise dispose of the leased premises, it shall give Lessee written notice of such determination not less than two (2) years prior to the date upon which Lessor proposes to make such sale or disposition, and the lease shall then terminate as of such proposed date

of sale or disposition, provided, however, Lessor may not give such notice prior to three (3) years after commencement date of this Lease.

2. Rent. Lessee shall pay to Lessor, as rental, the sum of TEN AND NO/100 DOLLARS (\$10.00) per year payable in advance on the first day of each commencement date during the term of this lease, without demand and without any set-offs, abatements, or deductions whatsoever. All rentals shall be payable at the office of the business manager, The University of Texas at San Antonio, 6900 Loop 1604 West, San Antonio, Texas, 78285.

3. Utility Expenses and Charges. Lessee agrees to incur all expenses and to pay all charges for bringing to the leased premises and using whatever electricity, gas, heat, water, telephone, and other utility services Lessee may desire for the leased premises. Lessee further agrees to indemnify and save Lessor harmless from all such expenses and charges.

4. Taxes. Lessee shall pay all ad valorem taxes, charges, and assessments on the leased premises.

5. Use and Care of Premises. The leased premises may be used by Lessee for the purposes set out in its original Articles of Incorporation which have been filed with the Secretary of State of the State of Texas, a copy of which is attached hereto as Exhibit B. Should Lessee deem it advisable to amend its Articles of Incorporation, it shall submit to Lessor such proposed amendment for Lessor's determination as to whether the proposed changes substantially alter the original purposes for which Lessee was created. Lessor shall thereafter advise Lessee as to whether it deems such original purposes substantially altered. Should Lessee amend its Articles of Incorporation without obtaining Lessor's written agreement that Lessee's

original purposes would not be thereby substantially altered, this Lease shall automatically terminate at the time of such amendment. Lessee, at its own cost and expense, shall keep and maintain in thorough repair, good order, and safe condition all buildings, sidewalks, curbs, parking areas, fences, and other improvements of whatever character existing upon the leased premises or hereinafter erected upon the leased premises and their full equipment and appurtenances, both interior and exterior, structural and non-structural. Lessee shall use all reasonable precaution to prevent waste, damage, or injury and shall keep and maintain all portions of the leased premises in an attractive, neat, and orderly condition and free of accumulation of dirt, rubbish, and insect infestation. In addition, Lessee shall procure and maintain adequate manpower and equipment to provide effective security for the leased premises at all times, at Lessee's sole cost and expense.

6. Use by Lessor. In consideration of the nominal annual rental to be paid by Lessee hereunder, Lessor shall be entitled to use of the leased premises on four occasions per year, without charge. Lessor shall notify Lessee at least sixty (60) days in advance of the dates and times when it wishes to use the leased premises.

In addition to these four annual periods of use, Lessor may from time to time request that Lessee rent the premises back to Lessor for other functions which it may wish to hold on the leased premises. If the times of such requested use do not interfere with any planned use thereof by Lessee, Lessor and Lessee may then negotiate the rental fee to be paid by Lessor for each such use period.

7. Alterations and Improvements. Lessee shall make no changes in the leased premises without first obtaining Lessor's consent in writing, which consent shall not be unreasonably withheld.

8. Indemnification and Insurance. Lessee agrees to indemnify and save Lessor harmless from any and all liability, damage, expense, causes of action, suits, claims, or judgments arising from injury to person or property on the leased premises or on the adjoining streets and sidewalks, except if caused by the willful or grossly negligent acts of Lessor, Lessor's agents or employees. Lessee shall, at its sole cost and expense, procure and maintain in force and effect during the term hereof fire and extended coverage covering all improvements on the leased premises for their full insurable value, in a company or companies acceptable to Lessor and with both Lessor and Lessee listed as insureds as their interest may appear. Likewise, Lessee shall procure liability insurance covering both bodily injury and property damage protecting Lessor and Lessee from all claims of whatsoever character that might arise out of Lessee's use of the leased premises in an amount at least equal to \$500,000.00 covering bodily injury and \$50,000.00 covering property damage. Copies of Lessee's insurance policies shall be delivered to Lessor prior to the effective date of this lease, and the insurer of each policy shall agree to give Lessor at least ten (10) days' prior written notice before any cancellation or modification of such insurance coverage.

9. Assignment and Subletting. Lessee may not sublet all or any part of the leased premises for any part of the term hereof. Should Lessee perceive a compelling necessity for assignment or subletting of the Lease, it shall so advise Lessor in writing, whereupon Lessor shall consider said request and advise Lessee as to its agreement or disagreement that such necessity warrants an assignment or subletting. The agreement by Lessor to one or more assignments or sublettings shall not be deemed an agreement to any further assignment or subletting. In either case, Lessee shall remain

liable to Lessor for full performance of Lessee's obligations hereunder.

10. Default. If with regard to a non-monetary provision of this lease, Lessee remains in default more than fifteen (15) days after receipt of Lessor's notice specifying such default, then Lessor may declare this lease ended and reenter the leased premises with or without process of law. It is understood and agreed that the right of reentry granted to Lessor in the previous sentence is cumulative with all other rights and remedies granted Lessor under the laws of this state, as well as those specified elsewhere in this lease. The failure of Lessor or Lessee to insist upon prompt and strict performance of any of the terms, conditions, or undertakings of this lease shall not be construed as a waiver of the same or any other term, condition, or undertaking.

11. Lessor's Title. Lessor covenants that it has lawful title to the leased premises and full right to make this lease. Provided that Lessee complies with its obligations under this lease, Lessee shall have quiet and peaceful possession of the leased premises during the lease term.

12. Notices. Any notice provided for herein shall be given by registered or certified United States Mail, postage prepaid, addressed, if to Lessor, at Office of General Counsel, 201 West 7th Street, Austin, Texas, attn: James R. Irion III, and if to Lessee, to it at the leased premises. The person and the place to which notices are mailed may be changed by either party by written notice to the other party.

13. Remedies Cumulative. No remedy herein conferred upon or reserved to Lessor or Lessee shall exclude any other remedy herein or by law provided, but each shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

14. Paragraph Headings. The paragraph headings of this lease are inserted only for reference and do not affect the terms and provisions hereof.

15. Rights of Successors. All of the rights and obligations of the parties under this lease shall bind and inure to the benefit of their respective legal representatives, successors, and assigns. This provision, however, shall not be deemed to imply Lessor's consent to Lessee's assignment or subletting, such actions by Lessee to be governed by paragraph 9 of this lease.

IT WITNESS WHEREOF, the parties hereto have executed this instrument as of the day and year first above written.

ATTEST:

BOARD OF REGENTS OF THE
UNIVERSITY OF TEXAS SYSTEM

Arthur H. Dilly
Executive Secretary

By: JON P. NEWTON
Chairman

LESSOR

NATIONAL CENTER FOR THE
STUDY OF CONSTITUTIONAL
DEMOCRACY

By: Gilbert M. Demman Jr.

LESSEE

Approved as to Form:

Approved as to Content:

James R. Irion III
University Attorney

Tom E. Smith
Real Estate Officer

Exhibits A and B to this lease are on file in the Office of the Board of Regents.

9. U. T. Tyler: Transfer of Funds Requiring Advance Regental Approval Under Budget Rules and Procedures No. 2 (Exec. Com. Letter 83-23).--The Executive Committee recommended and the Board approved the following transfer of funds at The University of Texas at Tyler:

Faculty Salaries

Amount of Transfer - \$400,000

From: Unappropriated Balance (via Estimated Income)

To: Summer Session Faculty Salaries

(RBC# 170)

2936

10. U. T. Medical Branch - Galveston: Ashbel Smith Building (Old Red) Restoration (Project No. 601-284) - Award of Construction Contract to Paramount Contracting, Inc., dba S&S Contracting Co. & Saul Friedman, A Joint Venture, Houston, Texas, Approval of Revised Total Project Cost and Plaque Inscription (Exec. Com. Letter 83-26).--
The Board, upon recommendation of the Executive Committee:

- a. Awarded a construction contract for the Restoration of the Ashbel Smith Building (Old Red) at The University of Texas Medical Branch at Galveston to Paramount Contracting, Inc., dba S&S Contracting Co. & Saul Friedman, A Joint Venture, Houston, Texas, as follows:

Base Bid	\$2,256,000
Alternate Bid No. 1 (Stairs, Toilets, and Utility Core Areas)	1,901,000
Alternate Bid No. 2 (Interior Tenant Work, Partitions, Ceilings, Flooring, HVAC, Plumbing, etc.)	<u>1,310,000</u>
Total Contract Award	<u>\$5,467,000</u>

- b. Approved a revised total project cost of \$6,395,000 to cover the contract award, fees, furniture and furnishings, and related project expenses (The previously estimated total project cost was \$8,600,000.)
- c. Approved the inscription set forth below for a plaque to be placed on the building. This inscription follows the standard pattern approved by the U. T. Board of Regents on June 1, 1979.

ASHBEL SMITH BUILDING
RESTORATION

1983

BOARD OF REGENTS

Jon P. Newton, Chairman	E. D. Walker
Robert B. Baldwin III, Vice-Chairman	Chancellor, The University of Texas System
Janey Briscoe, Vice-Chairman (Mrs. Dolph)	William C. Levin, M.D.
oJess Hay	President, The University of Texas Medical Branch at Galveston
Beryl Buckley Milburn	
James L. Powell	
Tom B. Rhodes	
Howard N. Richards	Crain/Anderson, Inc.
Mario Yzaguirre	Project Architect Paramount Contracting, Inc. Contractor

11. U. T. Medical Branch - Galveston (U. T. Hospitals - Galveston): Remodeling of John Sealy Hospital (Old Building) - Renovation of Old Children's Hospital (Project No. 601-485) - Award of Construction Contract to Stone Construction Company, Inc., Houston, Texas, and Approval of Revised Total Project Cost (Exec. Com. Letter 83-22).--Upon recommendation of the Executive Committee, the Board:

- a. Awarded a construction contract for the Remodeling of John Sealy Hospital (Old Building) - Renovation of the Old Children's Hospital at The University of Texas Medical Branch at Galveston to the lowest responsible bidder, Stone Construction Company, Inc., Houston, Texas, as follows:

Base Bid	\$1,249,000
Alternate No. 1 (Replace Wood Windows with Aluminum)	77,000
Alternate No. 2 (Install Fire Sprinkler System)	70,000
Alternate No. 3 (Reroof Old Children's Hospital)	<u>30,000</u>
Total Contract Award	<u>\$1,426,000</u>

- b. Approved a revised total project cost of \$1,795,200 to cover the contract award, fees, furniture and equipment, and related expenses (The previously authorized total project cost had been \$2,295,200.)

12. U. T. Health Science Center - Houston: Recreational Facility (Project No. 701-539) - Award of Construction Contract to BRH-GARVER, INC., Houston, Texas (Exec. Com. Letter 83-24).--The Executive Committee recommended and the Board awarded a construction contract for the Recreational Facility at The University of Texas Health Science Center at Houston to the lowest responsible bidder, BRH-GARVER, INC., Houston, Texas, as follows:

Base Bid	\$775,000
Alternate No. 3 (Four Tennis Courts and Two Basketball Courts)	<u>160,000</u>
Total Contract Award	<u>\$935,000</u>

13. U. T. Cancer Center: Additional Outpatient Clinic Facilities (Project No. 703-459) - Phase I Electrical Transformer Vault Facility - Award of Construction Contract to Constructors Unlimited, Inc., Houston, Texas (Exec. Com. Letter 83-22).--The Board, upon recommendation of the Executive Committee, awarded a construction contract for the Phase I Electrical Transformer Vault Facility for the Additional Outpatient Clinic Facilities at The University of Texas System Cancer Center to the lowest responsible bidder, Constructors Unlimited, Inc., Houston, Texas, in the amount of the Base Bid of \$2,098,778.

14. U. T. Health Center - Tyler: Remodeling of Upper Floors of Old Hospital Tower (Unit B) (Project No. 801-545) - Award of Construction Contract to Denson Construction Co., Inc., Tyler, Texas, and Approval of Revised Total Project Cost (Exec. Com. Letter 83-22).--Upon recommendation of the Executive Committee, the Board:

a. Awarded a construction contract for the Remodeling of Upper Floors of Old Hospital Tower (Unit B) at The University of Texas Health Center at Tyler to the lowest responsible bidder, Denson Construction Co., Inc., Tyler, Texas, as follows:

Base Bid	\$1,424,000
Alternate Bid "A" (New Windows)	123,000
Alternate Bid "B" (Stairway Renovation)	37,000
Alternate Bid "C" (Emergency Power Distribution)	<u>95,000</u>
Total Contract Award	<u>\$1,679,000</u>

b. Approved a revised total project cost of \$2,245,000 to cover the contract award, fees, furniture and equipment, and related expenses (The previously authorized total project cost had been \$2,872,182.)

REPORT AND RECOMMENDATIONS OF THE FINANCE AND AUDIT COMMITTEE (Pages 21 - 35).--Committee Chairman Rhodes reported that the Finance and Audit Committee had met in open session on Thursday, June 16, 1983, to consider those matters on its agenda and to formulate recommendations for the U. T. Board of Regents. Unless otherwise indicated, all actions set forth in the Minute Orders which follow were recommended by the Finance and Audit Committee and approved in open session and without objection by the U. T. Board of Regents:

1. U. T. System: Docket No. 10 of the Office of the Chancellor (Catalog Change).--Upon the recommendation of the Finance and Audit Committee, the Board approved Docket No. 10 of the Office of the Chancellor in the form distributed by the Executive Secretary. It is attached following Page 100 in the official copies of the Minutes and is made a part of the record of this meeting.

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

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

2. U. T. System Administration and U. T. Austin: Amended List of Individuals Authorized to Negotiate, Execute and Administer Classified Government Contracts (Managerial Group).--In order to update the list of officers cleared for access to classified material and authorized to negotiate, execute and administer classified government contracts pursuant to the Security Agreement of The University of Texas System with the United States Department of Defense, the resolution adopted August 14, 1981 and amended on October 9, 1981, was revised to read as follows:

BE IT RESOLVED:

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

E. D. Walker, Chancellor, Chief Executive Officer
Robert L. Anderson, Comptroller
Arthur H. Dilly, Executive Secretary to the Board
of Regents
A. J. Dusek, Director, Office of Sponsored Projects,
U.T. Austin; U.T. System Security Supervisor
Wayne K. Kuentler, Assistant Director, Office of
Sponsored Projects, U.T. Austin
Peter T. Flawn, President, U.T. Austin
Gerhard J. Fonken, Vice President for Academic
Affairs and Research, U.T. Austin
G. Charles Franklin, Vice President for Business
Affairs, U.T. Austin

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

Members of the Board of Regents:

Jon P. Newton, Chairman
 Robert B. Baldwin III, Vice-Chairman
 Janey Briscoe (Mrs. Dolph), Vice-Chairman
 Jess Hay
 Beryl Buckley Milburn (Mrs. Malcolm)
 James L. Powell
 Tom B. Rhodes
 Howard N. Richards
 Mario Yzaguirre

- 3. U. T. System: Authorization to Waive Depository Bond Provision and Thereby Terminate the Bond (Aetna Casualty and Surety Company and First City National Bank of Austin).-- Authorization was given to waive the provision requiring 90 days written notice for termination of bonds for Depository Bond No. 82-S-24962, thereby terminating this bond. The Aetna Casualty and Surety Company, acting on the request of the Principal, the First City National Bank of Austin, a depository bank of The University of Texas System, has requested termination of this bond, inasmuch as the bank has now pledged eligible collateral in excess of all U. T. System deposits held by the bank.

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

- 4. U. T. System: Approval of Amended Standard Trademark License Agreement.--On June 12, 1981, the U. T. Board of Regents established a program to protect and license the trademarks of the component institutions of The University of Texas System and approved a standard license agreement permitting commercial firms to use University trademarks on imprinted goods in exchange for a royalty to be negotiated.

To better protect the System and reflect the business realities in the imprinted goods industry, the Finance and Audit Committee recommended that the standard agreement be amended as presented in the Material Supporting the Agenda. The Board concurred in this recommendation and the Standard Trademark License Agreement as amended is set forth in its entirety on Pages 23-34.

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) has a 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 AT _____ 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 for registration 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 in Attachment B hereto on or in connection with which any of the LICENSED MARKS are used.

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, (3) transportation charges on returns, and (4) taxes.

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 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 January 1 and terminating the following December 31, except that the first CONTRACT YEAR may be less than twelve months, commencing on the EFFECTIVE DATE and terminating the next December 31.

4. LICENSE GRANT

Subject to 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 LICENSED PRODUCTS are sold to an entity that is owned or controlled by BOARD OF REGENTS and the invoice price for such LICENSED PRODUCTS includes therein an amount corresponding to the continuing royalty due hereunder, then in lieu of the payment of such royalty LICENSEE may credit the amount of said royalty against the invoice price charged to such entity; otherwise, LICENSEE shall pay the royalty to BOARD OF REGENTS on such sales. It shall be presumed that the invoice price for such LICENSED PRODUCTS includes therein an amount corresponding to the continuing royalty if said LICENSED PRODUCTS are sold to another entity (i.e., an entity not owned or controlled by BOARD OF REGENTS) for a price that does not exceed the price charged to the entity owned or controlled by the BOARD OF REGENTS by at least the percentage of the royalty that is due

hereunder. 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 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 thirty (30) days after the end of each calendar quarter and shall contain payment of 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, 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 LICENSEE (where applicable, LICENSEE'S Chief Financial Officer), 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 shall be kept available during the TERM of this license and for at least one year thereafter.

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 thirty (30) days from service of the notice of default, the other party may then serve its Notice of Termination, and this agreement shall be automatically terminated upon service of said Notice of Termination.

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

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, distribution, or promotion of products or services. LICENSEE acknowledges that failure to comply with this provision will result in immediate and irreparable harm affording injunctive and any and all other appropriate relief 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.

8:3 Expiration or termination of this agreement shall not relieve LICENSEE from the obligation to pay BOARD OF REGENTS any payments due and owing at the time of termination.

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. LICENSEE shall immediately notify BOARD OF REGENTS of any change or proposed change in ownership or control of LICENSEE during the TERM hereof.

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 in any jurisdiction, domestic or foreign;

(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; or
- (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, if requested, to provide BOARD OF REGENTS, after initial SALE by LICENSEE of each different type of LICENSED PRODUCT, within one (1) month after requested in writing by BOARD OF REGENTS:

- (a) ten (10) 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 (10) copies of a photograph showing appearance of the LICENSED MARK on the LICENSED PRODUCT); and
- (b) a copy of the invoice or shipping ticket indicating the first SALE of that LICENSED PRODUCT.

Within ten (10) 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 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 Licensing Department

THE 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(s) 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 and the officers, employees and agents thereof, from any claims, demands, causes of action, and damages, including reasonable attorney's 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 or copyright infringement.

13:3 BOARD OF REGENTS shall, to the extent allowed under the Constitution and laws of the State of Texas, defend with competent counsel, indemnify, and hold LICENSEE harmless from any claims of trademark infringement arising out of the use by LICENSEE of the LICENSED MARKS.

14. NOTICES

All notices or demands required to be made or permitted under this agreement shall be in writing and shall be deemed served when deposited in the United States mail, first class postage prepaid, certified or registered mail, return receipt requested, addressed as provided in paragraphs 10:3 and 1:2 of this agreement, or to such other address as either party may from time to time designate in writing.

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. LICENSEE hereby agrees that any action arising out of this agreement shall be litigated under the laws of the State of Texas, in a court of competent jurisdiction in Travis County, Texas, and LICENSEE hereby agrees 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 LICENSEE.

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.

EXECUTED by BOARD OF REGENTS and LICENSEE on the day and year first above written, in duplicate copies, each of which shall be deemed an original.

THE BOARD OF REGENTS OF THE
UNIVERSITY OF TEXAS SYSTEM

LICENSEE

By: _____
E. D. WALKER, Chancellor

(name of firm or
individual)

(signature of person
authorized to sign)

Approved as to Form:

(typed name and
title)

Office of General Counsel

The attachments to this agreement are on file in the Office of the Board of Regents.

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

1. U. T. Austin: Power Plant Expansion
See Page 70, Item 4.
2. U. T. Health Science Center - Dallas:
Ambulatory Care Teaching Center
See Page 71, Item 6.
3. U. T. Health Science Center - Houston:
Recreational Facility
See Page 73, Item 11.
4. U. T. Health Science Center - Houston
(U. T. Dental Branch - Houston): Facili-
ties Improvements for the Dental Branch
Building and Dental Science Institute
See Page 73, Item 12.
5. U. T. Health Science Center - Houston
(U. T. Public Health School - Houston):
Completion of Shelled Space
See Page 74, Item 13.

REPORT AND RECOMMENDATIONS OF THE ACADEMIC AFFAIRS COMMITTEE (Pages 36 - 59).--Committee Chairman Baldwin reported that the Academic Affairs Committee had met in open session on Thursday, June 16, 1983, to consider those matters on its agenda and to formulate recommendations for the U. T. Board of Regents. Unless otherwise indicated, all actions set forth in the Minute Orders which follow were recommended by the Academic Affairs Committee and approved in open session and without objection by the U. T. Board of Regents.

1. U. T. System: Authorization for Salary and/or Academic Support for Nonendowed Distinguished Professorships.--Upon the recommendation of the Academic Affairs Committee, and with the concurrence of the Health Affairs Committee, the Board authorized all University of Texas System component institutions to provide salary and/or academic support supplementation for nonendowed distinguished professorships, such as Ashbel Smith Professorships, at the discretion of the institution's chief administrative officer, subject to Board of Regents' approval through the regular budget process and to the availability of appropriate funds.
2. U. T. Arlington: Approval of Cooperative Master of Science in Social Work Programs with (a) East Texas State University and (b) Midwestern State University.--Approval was given to the cooperative Master of Science in Social Work programs between The University of Texas at Arlington and (a) East Texas State University and (b) Midwestern State University, which will provide educational opportunities for social work students in the North Texas area and allow the participating universities to share institutional resources. It was reported that U. T. Arlington will be the degree-conferring institution.
3. U. T. Arlington: Memorandum of Agreement with William Beaumont Army Medical Center, El Paso, Texas.--The Memorandum of Agreement set out on Pages 36 - 39 by and between The University of Texas at Arlington and the William Beaumont Army Medical Center, El Paso, Texas, was approved.

This nonstandard agreement will provide training opportunities for social work students at U. T. Arlington.



REPLY TO
ATTENTION OF

DEPARTMENT OF THE ARMY
WILLIAM BEAUMONT ARMY MEDICAL CENTER
EL PASO, TEXAS 79920
MEMORANDUM OF AGREEMENT

I. BACKGROUND

1. The Board of Regents of the University of Texas at Arlington, Graduate School of Social Work have established an approved professional program of special training in preparation for social workers. The program requires clinical facilities where the social work students can obtain the clinical learning experience required in the curriculum.

2. The US Army medical facility, William Beaumont Army Medical Center, has the needed clinical facilities for social work trainees from the University of Texas at Arlington, Graduate School of Social Work to obtain part of the clinical learning experience required. It is to the benefit of the University of Texas at Arlington, Graduate School of Social Work for social work trainees to use the clinical facilities of the US Army medical facility, William Beaumont Army Medical Center, to obtain part of the clinical learning experience required.

3. The US Army medical facility, William Beaumont Army Medical Center, and the Department of the Army will benefit from making clinical facilities available to social work trainees from the University of Texas at Arlington, Graduate School of Social Work. The Army will obtain the trainees' clinical learning experience while contributing to the educational preparation of a future supply of social workers.

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

5. The affiliation is controlled by and subject to title 5, US Code, section 5351-6, 8144 and 8331-2.

II. UNDERSTANDING

1. The US Army medical facility will --

a. Make available the clinical and related facilities needed for the clinical learning experience in social work by students enrolled in the basic professional social work program at the University of Texas at Arlington, Graduate School of Social Work and who are designated by the University of Texas at Arlington, Graduate School of Social Work for such learning experience under the supervision of the University of Texas at Arlington, Graduate School of Social Work.

b. Arrange a clinical learning experience schedule that will not conflict with those of the educational institution.

c. Designate a Medical Service Corps officer to coordinate the trainees' clinical learning experience in the Social Work Service. This will involve planning with faculty or staff members for the assignment of the trainees to specific clinical experiences, including their attendance at selected conferences, clinics, courses, and programs conducted under the direction of the facility.

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

e. Permit, on reasonable request, the inspection of clinical and related facilities by agencies charged with the responsibility for accreditation of the University of Texas at Arlington, Graduate School of Social Work.

2. The University of Texas at Arlington, Graduate School of Social Work, will --

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

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

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

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

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

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

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

III. TRAINING

The training term shall be from 1 July through 30 June of each year. This agreement may be terminated by either institution or the individual trainee by written notification to all concerned. Except under unusual conditions, such information will be submitted prior to the beginning of a particular training period.

FACILITY

DATE _____

JOHN E. MAJOR, M.D.
Brigadier General, Medical Corps
Commanding

UNIVERSITY

DATE _____

FEDERICO SOUFLEE, JR.
Director of Field Instruction
The University of Texas at Arlington,
Graduate School of Social Work

DATE _____

W. H. Nedderman
W. H. NEDDERMAN
President
The University of Texas at Arlington

FORM APPROVED:

Alan T. [Signature]
General Counsel
The University of Texas System

CONTENT APPROVED:

Bryce Jordan [Signature]
Executive Vice Chancellor for
Academic Affairs
The University of Texas System
[Signature]
Chancellor
The University of Texas System

ATTEST:

THE BOARD OF REGENTS OF THE
UNIVERSITY OF TEXAS SYSTEM

Executive Secretary,
Board of Regents
The University of Texas System

Chairman, Board of Regents
The University of Texas System



DEPARTMENT OF THE ARMY
WILLIAM BEAUMONT ARMY MEDICAL CENTER
EL PASO, TEXAS 79920

NOTIFICATION OF ACCEPTANCE

REPLY TO
ATTENTION OF

We are glad to welcome you to William Beaumont Army Medical Center, El Paso, TX, and to inform you that you have been selected to train at our facility from _____ to _____, or for a lesser period should this arrangement not prove satisfactory to you, your sponsoring institution or this treatment facility.

During the period of affiliation with our hospital, you are authorized to perform services as directed by the Chief, Social Work Service.

Under terms of this agreement, you will receive no monetary compensation and will not be entitled to the benefits which normally accrue to employees of the Department of the Army such as leave and retirement.

Please note that cash cannot be paid in lieu of any of the cited benefits.

You will receive medical and dental care as required for illness or injury contacted while on duty at a military installation. Normally you will not be charged for care, however, if hospitalized for injury or disease not related to employment, you will be charged for subsistence.

If these terms are agreeable to you, please sign the statement below and return in the enclosed envelope which requires no postage.

Sincerely,

DONALD A. VICHICK, M.D.
Colonel, Medical Corps
Director, Medical Education

I agree to serve in the training affiliation indicated above in accordance with the conditions stated.

DATE _____

4. U. T. Arlington: Approval of Cooperative Education Agreement with the Fort Worth District, U. S. Army Corps of Engineers, Fort Worth, Texas.--The Board approved the Cooperative Education Agreement set out on Pages 40 - 45 by and between The University of Texas at Arlington and the Fort Worth District, U. S. Army Corps of Engineers, Fort Worth, Texas.

This agreement will provide training opportunities for graduate students at U. T. Arlington.

COOPERATIVE EDUCATION AGREEMENT
BETWEEN
THE UNIVERSITY OF TEXAS AT ARLINGTON
AND
THE FORT WORTH DISTRICT, CORPS OF ENGINEERS

I. This agreement provides a basis for mutual understanding between the above parties in matters relating to Federal employment of cooperative education students who are enrolled in the University's Cooperative Education Program in all disciplines and who will be assigned to the following worksites:

Fort Worth, TX	Belton, TX	Fort Bliss, TX	Kirkland AFB, NM
San Antonio, TX	Georgetown, TX	Fort Polk, LA	Amarillo, TX
Fort Hood, TX	Sattler, TX	Shreveport, LA	Sheppard AFB, TX
Somerville, TX	Del Rio, TX	White Sands, NM	Dyess AFB, TX

II. PURPOSE: The anticipated result of this agreement is that each party will assist the other in the accomplishment of its program objectives. For the institution it is recognized that such objectives are primarily educational in nature. While concerned with the enrichment of curriculum and student learning, the Federal agency must also be primarily concerned with utilizing the cooperative education program to meet its short-term and long-term staffing needs. Mutual support between the parties of these primary objectives may be expected to result in many other benefits, not alone to the parties of the agreement, but also to each participating student.

III. NATURE OF PROGRAM: This cooperative education program involves alternating periods of planned work experience and related study. The positions covered by this agreement are full-time positions when occupied during work periods. The work experience in these positions is closely related to the student's curriculum and career goals.

IV. RESPONSIBILITIES: In the cooperative arrangement the Fort Worth District, Corps of Engineers will:

- A. Designate a staff member to maintain liaison with the University.
- B. Inform the University of available work opportunities.
- C. Establish work schedules which accommodate the academic calendar of the University and enable the students to meet the requirements of both the University and the Corps of Engineers for completion of the program.
- D. Select appointees from among students referred by the University without any discrimination on the basis of race, ethnic background, creed, national origin, sex or age.
- E. Process all personnel actions relating to the student's employment and keep all necessary employment records.

F. Respond promptly to referrals of students by University.

G. Relate work assignments as fully as possible to each student's major areas of study and make every effort to maximize the student's learning from his co-op experience.

H. Place students under competent supervisors and orient them to the work environment and the conditions governing their Federal employment.

I. Conduct periodic appraisals of each student's performance and provide counseling that will improve performance.

J. Provide needed reports to the University on student performance.

K. Notify the University as far in advance as possible of the Fort Worth District, Corps of Engineers' intent to terminate a student's employment.

V. RESPONSIBILITIES OF THE UNIVERSITY: The University will:

A. Designate a representative to work with the Fort Worth District, Corps of Engineers liaison officer.

B. Inform all likely student candidates of the Fort Worth District, Corps of Engineers cooperative education opportunities.

C. Refer all interested and qualified candidates to the Fort Worth District, Corps of Engineers without discrimination, including veterans discharged under honorable conditions.

D. Correlate work and study in a manner that will assure maximum learning on the part of each student.

E. Furnish the Fort Worth District, Corps of Engineers with requested information about the student's fields of study and academic standing.

F. Inform the Fort Worth District, Corps of Engineers of any change in a student's status, including termination of study, change from full-time to part-time enrollment, shifts to other major areas of study, and failure to maintain required standards of the University or Fort Worth District, Corps of Engineers.

Items E and F will be followed in accordance with the Privacy Act of 1974.

VI. CONDITIONS OF STUDENT ENROLLMENT:

A. Student Eligibility. The student must:

(1) Have completed all academic requirements for a bachelor's degree and is enrolled as a graduate student in a curriculum related to the occupation to which appointed. The student's academic program must be such that he or she will complete master's degree requirements within 30 months or Ph.D. requirements within 42 months after entering graduate school.

(2) Be enrolled in the University's cooperative education program.

(3) Be recommended to the Fort Worth District, Corps of Engineers by the appropriate staff of the University of Texas at Arlington.

(4) Be a citizen of the United States of America or a native of a country which owes permanent allegiance to the United States (America Samoa).

(5) Not be the son or daughter of an employee of the Department of the Army, unless enrolled in an engineering curricula.

(6) Meet medical requirements.

(7) Meet security requirements.

B. Appointment:

(1) Students selected under this agreement will receive excepted appointments under Schedule B, Section 213.3202(b), Title 5, Code of Federal Regulations.

(2) All appointments are for the full period extending from the initial appointment to a date not to exceed 120 days after graduation. Extension beyond the 120 days after graduation violates the provisions of an Executive Order of the President of the United States. If formalities of graduation are delayed, the 120 day period begins on the 15th day after the college issues notice that testifies to the student's graduation.

(3) A student's appointment may be terminated at any time for any of the following reasons:

- (a) Resignation.
- (b) Change to a curriculum which will not qualify the student for position for which appointed.
- (c) Suspension, expulsion or withdrawal from the University.
- (d) Unsatisfactory work performance.
- (e) Failure to maintain academic standards.
- (f) Physical unfitness for duty.
- (g) Inability of the agency for administrative reasons to retain the student in the job.

C. Evaluation:

(1) Student performance should be evaluated in terms of competency and demonstrated potential for positions in the career service following graduation. Supervisors and other officials under whom student assignments are placed must prepare performance ratings. The ratings should be discussed with the students.

(2) If it is determined that a student should be terminated for unsatisfactory performance, the student and the appropriate school coordinator should be notified as promptly as possible. Reasons for this action should be provided to both the student and the school coordinator.

D. Student Work Schedules:

(1) A student must complete a minimum of 16 weeks or 640 hours of work assignments within the agency. Students may work up to 26 weeks or 1,040 hours during a 12-month service year. Most of the work-study assignments should be completed on a full-time basis. Part-time schedules may be arranged at agency option when situations related to the assignment require them. It is important, however, to structure part-time schedules to ensure that work assignments are an important and valid part of the educational process.

(2) Work periods may include summers but not be confined to summers.

(3) Work will be scheduled so that the student, by the date of graduation, can complete the required number of periods and hours of work required to make him eligible for noncompetitive conversion to a career or career-conditional appointment during the 120 days after graduation.

E. Hours of Work:

While in a work period, the student will work a prescheduled tour of duty and will receive pay for official holidays if work schedule includes such holidays and overtime for all officially directed work in excess of 40 hours in a work week.

F. Pay and Benefits:

- (1) Students will be paid in accordance with the regular pay schedules established for their grades and will receive any authorized payment for overtime.
- (2) Students are paid for holidays which fall within their work periods if regulation qualify them for such pay.
- (3) Students earn sick leave at the rate of 4 hours per pay period and annual leave at the rate authorized for their length of Federal Service, including military service.
- (4) For students holding appointments which exceed one year, participation in the Federal Retirement System is mandatory. In the unforeseen situations in which the appointment is less than one year, the student will be covered under FICA.
- (5) The student will receive regular life insurance provided to employees unless he waives it. If the student is expected to be in pay status for at least one-third of the time of his appointment, he may also elect optional life insurance and health benefits.
- (6) When not in pay status, students will be placed on leave-without-pay.
- (7) Payment of travel to and from the job and payment of study costs are generally not applicable to all students and are, therefore, not covered by this agreement. Students will be reimbursed for any travel performed on TDY status during work periods.

G. Appointment.

- (1) Depending on individual qualifications, initial appointments of graduate students may be made at GS-5 or GS-7 for master's degree candidates. Doctorial degree candidates who have completed requirements for a master's degree or who otherwise meet experience requirements, may be appointed at the GS-9 level.

VII. EMPLOYMENT AFTER GRADUATION:

A. Students completing requirements for the advanced degree and who have satisfactorily performed work-study assignments may, at the option of the employing agency, be converted to career or career-conditional appointments in that agency, provided they receive their advanced degrees within the period of time specified in Section VI A(1) of this agreement from the date of enrollment in graduate school; have worked at least 16 weeks or 640 hours in career-related work-study assignments; and are recommended in writing by appropriate agency supervisory officials knowledgeable of their performance.

B. Noncompetitive conversion must be effected within 120 days following completion of requirements for the degree. If graduation or the awarding of the degree is delayed more than 15 days after completion of academic requirements represents the beginning date for the 120-day period. Those students who are not converted within this time must be separated from their excepted appointments.

C. Subject to qualification and time-in-grade requirements, graduate students may be converted at grades up to GS-9 for those completing master's degrees, and GS-11 for those completing doctor's degrees, in the field of work for which training was received.

D. Students converted to career or career-conditional appointments following completion of degree requirements may enter career ladder positions and may be promoted within these ladders in accordance with agency regulations.

E. Although the prime purpose of Federal employment of Cooperative Education students is to prepare students for the agency's permanent work force, an agency sometimes cannot, for administrative reasons, convert noncompetitively all the co-op graduates which it has trained as students or cannot convert at the grade for which a person is eligible. Students who are not converted may seek eligibility through the competitive process in the same or another area of work. Those who do not meet the work requirements for non-competitive conversion may also seek eligibility at that level through the competitive system.

F. Students who are not appointed within 120 days after graduation will be terminated.

VIII. CONDITIONS OF AGREEMENT:

A. The conditions of this agreement are in general conformity with Federal regulations. It is understood, however, that they at no time supersede, later or take the place of such regulations. Many of the conditions are subject to immediate change by new legislation or policy revisions and are mandatory. Changes which are not required by new laws or regulations will be made only by mutual consent of the Fort Worth District, Corps of Engineers and the University of Texas at Arlington.

B. This agreement shall become effective immediately after being signed by appropriate Fort Worth District and the University of Texas at Arlington representatives and shall remain in effect so long as students are employed under the terms of this agreement. This agreement becomes void if there have been no students from the University employed by the Fort Worth District, Corps of Engineers within the preceeding 12 months.

Signed: UNIVERSITY

FACILITY



TITLE AND SIGNATURE President

THEODORE G. STROUP, COLONEL, CE
US Army Engineer District, Fort Worth

3-9-83

DATE

DATE

The University of Texas at Arlington
P. O. Box 19156
Arlington, Texas 76109
MAILING ADDRESS

Fort Worth District, Corps of Engineers
P. O. Box 17300
Fort Worth, Texas 76102
MAILING ADDRESS

Continuation of Graduate Level Cooperative Education Agreement between
The University of Texas at Arlington and Fort Worth District Corps of
Engineers.

FORM APPROVED:

Lee S. Smith
General Counsel
The University of Texas System

CONTENT APPROVED:

Opus Jordan
Executive Vice Chancellor for Academic Affairs
The University of Texas System

Ed Walker
Chancellor
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

Chairman, Board of Regents
The University of Texas System

5. U. T. Arlington: Approval of Memorandum of Agreement with the Veterans Administration Medical Center, Dallas, Texas. Upon the recommendation of the Academic Affairs Committee, the Board approved the Memorandum of Agreement set out on Pages 45 - 48 by and between The University of Texas at Arlington and the Veterans Administration Medical Center, Dallas, Texas. This agreement will provide training opportunities for biomedical engineering graduate students at U. T. Arlington.

MEMORANDUM OF AGREEMENT
BETWEEN
THE UNIVERSITY OF TEXAS AT ARLINGTON
AND
VAMC DALLAS, TEXAS

A cooperative education agreement between The University of Texas at Arlington hereinafter referred to as "school," and VA Medical Center, Dallas, Texas, hereinafter referred to as "VA."

In accordance with regulations set forth by the United States Office of Personnel Management and the policies of the Veterans Administration, this agreement provides for the employment of students in attendance at The University of Texas at Arlington by VA Medical Center, Dallas, Texas under a cooperative education program.

I. NATURE OF THE PROGRAM

This cooperative education program provides for periods of study interspersed with periods of study-related work experience. Cooperative education students pursue a graduate degree curriculum in which the work experience is prerequisite to the awarding of a degree. This work experience must be carried out in accordance with a planned schedule. Cooperative education students who successfully complete this program may be considered for conversion to regular (Career or Career-Conditional) appointments in the VA.

II. RESPONSIBILITIES OF THE VA

The VA will appoint a member of its staff to serve as liaison with the school in all matters pertaining to the cooperative education program. The VA will keep the school informed of work experience opportunities as they arise. The VA has final responsibility for determining eligibility for employment and for selection of students to be appointed to the program. Selection will be made from eligible candidates referred by the school. The VA will handle all personnel processing involved with the appointment of students.

III. RESPONSIBILITIES OF THE SCHOOL

The school will appoint a member of its staff to serve as liaison with the VA in all matters pertaining to the cooperative education program. The school will inform prospective candidates of cooperative education opportunities with the VA and will refer candidates, including all qualified honorably discharged veterans, who express an interest in being considered for cooperative education positions with the VA. When candidates are referred, the school will provide information on each student which will be helpful to the VA in making a selection and which the school is authorized to release. The school will keep the VA informed of any changes in academic status which may affect the student's participation in the cooperative education program. In addition, the school will make every effort to strengthen the relationship between study and work assignments.

IV. STUDENT ELIGIBILITY REQUIREMENTS

To be considered for a cooperative education position, a student:

- a. Must meet all eligibility requirements prescribed by Federal Personnel Manual Chapter 302, "Employment in the Excepted Service."
- b. Must be in attendance at and enrolled in a cooperative education curriculum and recommended for appointment by the school.
- c. Must be a citizen of the United States.
- d. May not be the son or daughter of an employee of the VA unless one of the exceptions listed in Federal Personnel Manual Chapter 338, Subchapter 2, is met.
- e. Must maintain, based on a 4-point scale, a 2.0 average in courses in the major field of study and in the overall academic program. The student's overall record must indicate the potential for successful completion of all requirements for graduation.
- f. Must meet the members-of-family restriction as defined in FPM Chapter 338, Subchapter 2.

V. GRADE AND PROMOTION

Cooperative education students may be appointed to positions at grades GS-5 through GS-7 depending upon qualifications.

VI. WORK SCHEDULES

Individual work schedules will be arranged for each student employed under this agreement. Work periods will correspond as closely as possible with the academic year (semester, trimesters, quarters), of the school and will be arranged so as to satisfy all requirements for conversion to career or career-conditional appointment as specified in section IX of this agreement. If any part of a proposed work schedule involves part-time work, the work schedule must be forwarded to VA Central Office for consideration prior to the appointment of the student. Summers may be used for work periods only if they are part of a total cooperative education schedule which does not limit work periods to summers or vacation periods.

During non-work periods, students will be placed in a leave-without-pay status.

VII. PAY AND BENEFITS

Students will be paid the salary to which their grade and step entitles them under the current General Schedule salary scale. They are entitled to all Federal benefits for which they qualify. Annual leave, sick leave and paid holidays will also be granted in accordance with the regulations.

VIII. TRIAL PERIOD AND PERFORMANCE APPRAISAL

The student's first work period will be considered a trial period during which his or her progress will be closely observed. Before the end of this period, the student's performance will be appraised. Based on this appraisal and the Service/Division Chief's recommendation, the VA will decide whether to retain or release the student. Both the student and the school will be notified immediately of this decision. In the case of release, the reasons will be provided to both parties. The decision to retain the student will be reconsidered during each work period based on a current appraisal to performance.

IX. CONVERSION TO CAREER OR CAREER-CONDITIONAL APPOINTMENT

A cooperative education student may be converted non-competitively to a career or career-conditional appointment to a GS-7 or GS-9 position in the field of work to which his/her training is received provided the following conditions are met:

- a. The student meets the appropriate qualification standards.
- b. The VA recommends conversion.
- c. The student has successfully completed all requirements for a masters degree.
- d. The student has completed the appropriate amount of cooperative education work experience as described in Federal Personnel Manual Chapter 308.
- e. The student is a citizen of the United States and meets the members-of-family requirements on the date conversion is recommended.

X. EQUAL EMPLOYMENT OPPORTUNITY

Selection of students to participate in this cooperative education program will be made without regard to race, color, sex, age (except for statutory limitations), marital status, national origin, religious or political affiliation, or non-disqualifying handicap.

This agreement will remain in effect subject to annual review and renewal by both the VA and the school. It will become void if no students from the school are employed under the provisions hereof within a twelve (12) month period.

EFFECTIVE DATE: May 1, 1983

APPROVED:

APPROVED:

BY: W. McAdams
President

BY: _____
C. WAYNE HAWKINS
MEDICAL CENTER DIRECTOR

FOR The University of Texas at
Arlington

FOR VA Medical Center, Dallas, Texas

FORM APPROVED:

CONTENT APPROVED:

M. Lynn Taylor
General Counsel
The University of Texas System

Gregory Jordan
Executive Vice Chancellor for
Academic Affairs
The University of Texas System

E. D. Walker
Chancellor
The University of Texas System

ATTEST:

THE BOARD OF REGENTS OF THE
UNIVERSITY OF TEXAS SYSTEM

Executive Secretary,
Board of Regents
The University of Texas System

Chairman, Board of Regents
The University of Texas System

6. U. T. Austin: Approval of Amendment to the Interim Undergraduate Admissions Policy.--In order to avoid a disproportionate number of out-of-state and foreign students, the Board amended the interim undergraduate admissions policy at The University of Texas at Austin, which was approved by the Board on June 12, 1981, by adding Paragraph (i). This policy is set out in its entirety on Pages 49 - 50.

- (a) Admit all Texas resident freshmen applicants in the top 25% of their high school class irrespective of SAT or ACT scores. All applicants will be required to submit a SAT or ACT score for evaluation purposes.
- (b) Admit all Texas resident freshmen 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 freshmen 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 freshmen 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 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.

- (i) The President may establish additional criteria for the admission of applicants who are not legal residents of the State of Texas as reasonably necessary to stabilize enrollment, increase the academic quality of the student body, and maintain access to the University for qualified Texas resident students.

7. U. T. Austin: Permission for Dr. Martha Williams to Serve as Chairperson of the Governor's Commission for Women Effective September 1, 1983 [Regents' Rules and Regulations, Part One, Chapter III, Sections 13.(10) and 13.(11)].--Permission was granted for Dr. Martha Williams, Dean of the School of Social Work at The University of Texas at Austin, to serve as Chairperson of the Governor's Commission for Women for a two-year period, beginning September 1, 1983. Dr. Williams' service on this Commission will be without compensation other than direct expense reimbursement.

This appointment is of benefit to the State of Texas, creates no conflict with Dr. Williams' duties at U. T. Austin, and is in accordance with approval requirements for positions of honor, trust, or profit, provided in Article 6252-9a of Vernon's Texas Civil Statutes, and Part One, Chapter III, Sections 13.(10) and 13.(11) of the Regents' Rules and Regulations.

8. U. T. Austin: Authorization to Rename the Lyndon B. Johnson Public Affairs Library in the Lyndon B. Johnson School of Public Affairs the Edie and Lew Wasserman Public Affairs Library (Regents' Rules and Regulations, Part One, Chapter VIII, Section 1, Subsection 1.2, Naming of Facilities Other Than Buildings).--In accordance with the Regents' Rules and Regulations, Part One, Chapter VIII, Section 1, Subsection 1.2 related to the naming of facilities other than buildings, the Lyndon B. Johnson Public Affairs Library in the Lyndon B. Johnson School of Public Affairs at The University of Texas at Austin was renamed the Edie and Lew Wasserman Public Affairs Library, in honor of Lew Wasserman and his wife, Edie, Beverly Hills, California, whose contribution will make possible the automation of the Library and, in so doing, provide an essential element in the modernization of that facility.

9. U. T. Austin: Approval to Name Room 8.306 in Ernest Cockrell, Jr. Hall the Bettie Margaret Smith Centennial Room in Environmental Health Engineering and Room 42 in Balcones Research Center Building 119 the Bettie Margaret Smith Centennial Room, Both in the College of Engineering (Regents' Rules and Regulations, Part One, Chapter VIII, Section 1, Subsection 1.2, Naming of Facilities Other Than Buildings).--Approval was given to name Room 8.306 in Ernest Cockrell, Jr. Hall the Bettie Margaret Smith Centennial Room in Environmental Health Engineering and Room 42, a conference room in Balcones Research Center Building 119, the Bettie Margaret Smith Centennial Room, both in the College of Engineering at The University of Texas at Austin.

This recognition of Miss Smith's generosity is in accordance with the Regents' Rules and Regulations, Part One, Chapter VIII, Section 1, Subsection 1.2 related to the naming of facilities other than buildings.

10. U. T. Austin: Approval to Name Room 615 in the Engineering Science Building the Venkat Rayer Centennial Room (Regents' Rules and Regulations, Part One, Chapter VIII, Section 1, Subsection 1.2, Naming of Facilities Other Than Buildings).-- Upon the recommendation of the Academic Affairs Committee, and in accordance with the Regents' Rules and Regulations, Part One, Chapter VIII, Section 1, Subsection 1.2 related to the naming of facilities other than buildings, Room 615 in the Engineering Science Building at The University of Texas at Austin was named the Venkat Rayer Centennial Room as requested by Mr. Venkat V. Rao, Austin, Texas, whose contributions support cardiovascular research in Biomedical Engineering.

11. U. T. Austin: Appointments to Endowed Academic Positions in the (a) College of Business Administration and Graduate School of Business; (b) College of Engineering; (c) College of Fine Arts; (d) College of Liberal Arts; (e) College of Natural Sciences; and (f) School of Nursing.--The Board approved the following appointments to endowed academic positions at The University of Texas at Austin with the understanding that the professors would vacate any currently held endowed positions on the effective date of the new appointments:

(a) College of Business Administration and Graduate School of Business effective with the 1982-83 summer session unless indicated otherwise

- (1) Dr. Ray M. Sommerfeld, currently the John Arch White Professor in Business Administration, initial holder of the Glenn A. Welsch Centennial Professorship in Accounting effective September 1, 1983
- (2) Dr. William H. Glick, Assistant Professor, Department of Management, initial holder of the Spurgeon Bell Centennial Fellowship
- (3) Dr. John C. Fellingham, Associate Professor, Department of Accounting, initial holder of the Coopers & Lybrand Centennial Fellowship
- (4) Dr. Linda L. Golden, Associate Professor, Department of Marketing Administration, initial holder of the Sanger Harris Centennial Fellowship in Retail Merchandising
- (5) Dr. George E. Morgan III, Assistant Professor, Department of Finance, initial holder of the Favez Sarofim & Co. Centennial Fellowship
- (6) Dr. Mary M. Whiteside, Assistant Professor, Department of General Business, initial holder of the William R. Spriegel Centennial Fellowship
- (7) Dr. Lewis J. Spellman, Associate Professor, Department of Finance, initial holder of a College of Business Administration Foundation Advisory Council Centennial Fellowship

- (8) Dr. Anna Cook Fowler, Associate Professor, Department of Accounting, initial holder of a College of Business Administration Foundation Advisory Council Centennial Fellowship
- (9) Dr. Joyce J. Elam, Associate Professor, Department of General Business, initial holder of a College of Business Administration Foundation Advisory Council Centennial Fellowship
- (10) Dr. Sally M. Jones, Assistant Professor, Department of Accounting, initial holder of a College of Business Administration Foundation Advisory Council Centennial Fellowship
- (11) Dr. Donald P. Newman, Associate Professor, Department of Accounting, initial holder of a College of Business Administration Foundation Advisory Council Centennial Fellowship
- (12) Dr. Stephen D. Smith, Assistant Professor, Department of Finance, initial holder of a College of Business Administration Foundation Advisory Council Centennial Fellowship
- (13) Dr. Rohit P. Deshpande, Assistant Professor, Department of Marketing Administration, initial holder of the Austin National Bank Centennial Fellowship in Business
- (14) Dr. Ramesh K. S. Rao, Associate Professor, Department of Finance, initial holder of the Austin National Bank Centennial Fellowship in Business
- (15) Dr. William H. Cunningham, currently the Foley's/Sanger Harris Centennial Professor in Retail Merchandising in the Department of Marketing Administration, initial holder of the Centennial Chair in Business Education Leadership effective immediately

(b) College of Engineering effective September 1, 1983

- (1) Dr. Victor G. Szebehely, currently the L.B. "Preach" Meaders Professor in Engineering, to the Dula D. Cockrell Centennial Chair in Engineering
- (2) Dr. Clyde E. Lee, currently the Phil M. Ferguson Professor in Civil Engineering, initial holder of the Nasser I. Al-Rashid Centennial Professorship in Transportation Engineering
- (3) Dr. Willem C. J. van Rensburg, Professor of Petroleum Engineering and Geological Sciences, initial holder of the George H. Fancher Professorship in Petroleum Engineering

- (4) Dr. B. Frank McCullough, Professor of Civil Engineering and Director of the Center for Transportation Research, to the Phil M. Ferguson Professorship in Civil Engineering
 - (5) Dr. Tatsuo Itoh, Professor of Electrical Engineering, initial holder of the Hayden Head Centennial Professorship
 - (6) Dr. H. Grady Rylander, Jr., currently the E. P. Schoch Professor in Engineering and Chairman, Department of Mechanical Engineering, to the Joe J. King Professorship in Engineering
 - (7) Dr. Thomas F. Edgar, Professor of Chemical Engineering, initial holder of the Paul D. and Betty Robertson Meek Centennial Professorship in Chemical Engineering
 - (8) Dr. Jose M. Roesset, Professor of Civil Engineering, initial holder of the Paul D. and Betty Robertson Meek Centennial Professorship in Engineering
 - (9) Dr. Robert P. Popovich, Professor of Chemical Engineering and Biomedical Engineering, to the E. P. Schoch Professorship in Engineering
 - (10) Dr. Ned H. Burns, Professor of Civil Engineering, initial holder of the Zarrow Centennial Professorship in Engineering
- (c) College of Fine Arts effective September 1, 1983
- Professor Ruth Denney, Department of Drama, initial holder of the Frank C. Erwin, Jr. Centennial Professorship in Drama
- (d) College of Liberal Arts effective September 1, 1983
- (1) Dr. Lewis L. Gould, Professor and Chairman, Department of History, initial holder of the Eugene C. Barker Centennial Professorship in American History
- See Page 84 for establishment of this Professorship.
- (2) Dr. Winfred P. Lehmann, currently Ashbel Smith Professor in the Department of Linguistics and Germanic Languages, initial holder of the Louann and Larry Temple Centennial Professorship in the Humanities
- (e) College of Natural Sciences
- (1) Dr. John G. Sclater, currently Professor of Geology/Geophysics at the Massachusetts Institute of Technology, initial holder of the Shell Companies Foundation Distinguished Chair in Geophysics effective July 1, 1983.

It was noted that on that date, Dr. Sclater will join the U. T. Austin faculty as Professor of Geological Sciences and Associate Director of the Institute for Geophysics.

See Page 87 for establishment of this Chair.

- (2) Dr. Frederic B. Weissler, Assistant Professor, Department of Mathematics, to The President's Associates Centennial Teaching Fellowship in Mathematics effective September 1, 1983

- (f) School of Nursing effective September 1, 1983

Dr. Mary E. Duffy, Assistant Professor and Assistant Dean for Undergraduate Curriculum in the School of Nursing, to the Ed and Molly Smith Centennial Fellowship in Nursing for 1983-84

12. U. T. Dallas: Authorization for a Third-Year Leave of Absence Without Pay to Professor Lillian R. Furst, School of Arts and Humanities, for the 1983-84 Academic Year (Section 16.4, Chapter III, Part One, of the Regents' Rules and Regulations).-- Authorization was granted for a third-year leave of absence without pay to Professor Lillian R. Furst, School of Arts and Humanities at The University of Texas at Dallas, for the 1983-84 academic year. Professor Furst will serve as Visiting Professor of Comparative Literature at Harvard University, and will develop two original courses during this period which will become part of the curriculum in Comparative Literature at U. T. Dallas.

Dr. Furst's leave is in accordance with Section 16.4, Chapter III, Part One, of the Regents' Rules and Regulations.

13. U. T. Dallas: Acceptance of Report for the Record Regarding Establishment of Engineering Programs and Authorization to Resubmit to the Coordinating Board.--Upon recommendation of the Academic Affairs Committee, the Board accepted the following report for the record regarding proposals for the establishment of engineering programs at The University of Texas at Dallas and endorsed the resubmission of these proposals to the Coordinating Board, Texas College and University System:

REPORT FOR THE RECORD

On April 10, 1981, The University of Texas System Board of Regents approved a request from The University of Texas at Dallas to establish baccalaureate and master's degree programs in engineering. The request was forwarded to the Coordinating Board in April 1981, but was subsequently withdrawn by the institution with the understanding that the request could be resubmitted at the discretion of the institution and U.T. System Administration. The original proposal submitted by U.T. Dallas requested the establishment of baccalaureate and master's degrees in Electrical Engineering, Manufacturing Engineering, and Computer Engineering, to be administered in the existing School of Natural Sciences and Mathematics. The revisions which are being proposed are the result of long and careful study by faculty and administrators at the institution.

The revised request that U.T. Dallas is now prepared to resubmit to the Coordinating Board proposes to establish a School of Applied Sciences and Engineering in which to conduct undergraduate and graduate programs in Materials Sciences, Manufacturing Engineering, Electrical Engineering, and Computer Engineering. These areas would build upon existing programs in the basic sciences, mathematical sciences, and computer sciences, and each new program is to be designed to relate effectively to the others being proposed. The programs would be highly specialized, designed to produce engineering graduates in areas of critical need in the Dallas metropolitan area and in other areas within the United States. Significant private support is expected to assist in the development of these programs.

The proposed electrical engineering degree would focus on electronic devices, electronic circuits, and communications. Faculty and students would conduct research into electronic components and circuits and how to best develop them for use in computer oriented devices, complex instrumentation, and advanced communication systems. The program in materials sciences would provide academic training and research opportunities in the behavior and properties of solid state metallic and polymer materials. It would investigate the electrical, mechanical, physical, and chemical properties of solids which contribute to electronic circuits and devices used in computer oriented applications and communications. The computer engineering program would focus on the design of the hardware and component configurations required to construct state-of-the-art computer robotic and communication devices. This program would have close ties to manufacturing engineering, in order to consider the human factors in the design of hardware elements. Finally, the program in manufacturing engineering would be concerned with the design, improvement, and installation of integrated systems of people, material, equipment, and energy. It would focus on manufacturing and production, considering the special areas of methods, quality, and economics. Further, there would be a strong human factors component to study the interaction between man and machines.

14. U. T. El Paso: Approval of Changes in Rental Rates for Residence Halls and Student Family Apartments (Formerly Student Apartments) and Increase in Security Deposits Effective Fall Semester 1983 (Catalog Change).--In order to meet escalating costs for food service, salaries, utilities and maintenance, approval was given to changes in rental rates and security deposits, as set out on Page 56, for Residence Halls and Student Family Apartments (formerly Student Apartments) at The University of Texas at El Paso effective with the Fall Semester 1983.

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

The University of Texas at El Paso

RATE SCHEDULE FOR 1983-84

Residence Halls and Student Family Apartments

<u>Kelly and Barry Halls</u>	¹	<u>1983-84</u>
<u>Room and Board</u>		
Semester Contract (4½ months)		
Double Room		\$ 1,216
Suite (Kelly Hall Only)		1,287
Single Occupancy (When Available)		\$ 1,466
Long Session Contract (9 months)		
Double Room		2,206
Suite (Kelly Hall Only)		2,322
Single Occupancy (When Available)		2,706
Summer Session (Each Term)		
Double Room		470
Suite (Kelly Hall Only)		N/A
Single Occupancy (When Available)		570
 <u>Student Family Apartments</u>		
²		
Monthly		
Non-Renovated		\$ 250
Renovated		275
 <u>Security Deposits</u>		
Residence Halls		75
Student Family Apartments		100

¹ Each room or suite in the residence halls is provided with a telephone and twenty meals per week for board.

² Monthly rental for Student Family Apartments includes utilities.

15. U. T. Permian Basin: Approval to Increase the Student Services Fee (Required) Effective with the Fall Semester 1983 (Catalog Change).--Approval was given to increase the Student Services Fee (Required) at The University of Texas of the Permian Basin from \$4.50 per semester credit hour to \$5.00 per semester credit hour, not to exceed \$60.00 for any one semester or summer session, to be effective with the Fall Semester 1983.

This increase, endorsed by the Student Senate of U. T. Permian Basin, will provide for increased maintenance costs in areas ineligible for state funding, additional recreation programs, intramural sports and equipment, and student lounge improvements.

The next catalog published at U. T. Permian Basin will be amended to conform to this action.

16. U. T. Tyler: Authorization to Increase the Student Services Fee (Required) Effective with the Fall Semester 1983 (Catalog Change).--In order to cover increases in mandated staff salaries and benefits, rising operational costs and the allocation of purchased utilities to student services areas, the Board authorized an increase in the Student Services Fee (Required) at The University of Texas at Tyler, which is endorsed by the Student Association, from \$4 per semester credit hour to \$5 per semester credit hour, not to exceed \$60 per student for any one semester or summer session to be effective with the Fall Semester 1983.

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

17. U. T. Tyler: Appointment of Drs. C. Ray Gullett and Gary Mears to the Sam A. Lindsey Chair for 1983-84 and 1984-85, Respectively.--Upon the recommendation of the Academic Affairs Committee, the Board approved the appointment of Dr. C. Ray Gullett, Professor of Management at The University of Texas at Tyler, to the Sam A. Lindsey Chair for 1983-84, and Dr. Gary Mears, Professor of Psychology at U. T. Tyler, to the Lindsey Chair for 1984-85, with both appointments effective September 1 of the respective academic year.

18. U. T. Tyler: Appointments to Nonendowed Positions:
(a) Dr. Frank Smyrl to the J. S. Hudnall Professorship for American Affairs Effective January 1, 1984 and (b) Dr. Donald Garrison to the J. S. Hudnall Professorship in Energy and Technology Effective September 1, 1983.--The Academic Affairs Committee recommended, and the Board approved, the following appointments to two nonendowed positions at The University of Texas at Tyler:

- (a) Dr. Frank Smyrl, Professor of History, to the J. S. Hudnall Professorship for American Affairs effective January 1, 1984
- (b) Dr. Donald Garrison, Associate Professor of Technology, to the J. S. Hudnall Professorship in Energy and Technology effective September 1, 1983

19. 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 - San Antonio: Nominees to Development Boards and Advisory Councils.--Nominees to the development boards and advisory councils of the general academic institutions of The University of Texas System as set out on Pages 57 - 58 were designated for vacancies occurring August 31, 1983.

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

- (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

(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
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
Texas Union Advisory Council

(c) The University of Texas at Dallas

Development Board
Advisory Council for the School of Management and
Administration
Advisory Council for the Callier Center for Communi-
cation Disorders
Advisory Council for the School of General Studies
Advisory Council for the School of Arts and Humanities
Advisory Council for the School of Social Sciences

(d) The University of Texas at El Paso

Development Board

(e) The University of Texas of the Permian Basin

Development Board
College of Management Advisory Council
College of Science and Engineering Advisory Council

(f) The University of Texas at San Antonio

Development Board
College of Business Advisory Council

(g) The University of Texas at Tyler

Development Board

(h) The University of Texas Institute of Texan Cultures
at San Antonio

Development Board

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

1. U. T. Austin: Balcones Research Center -
Communications System
See Page 69, Item 1.
2. U. T. Austin: Balcones Research Center -
Authorization to Develop a Comprehensive
Master Plan, with Special Attention to the
West Tract
See Page 69, Item 2.
3. U. T. Permian Basin: Approval in Principle
of Long-Term Lease to The Art Institute of
the Permian Basin
See Page 71, Item 5.

REPORT AND RECOMMENDATIONS OF THE HEALTH AFFAIRS COMMITTEE (Pages 60 - 68).--Committee Chairman Briscoe reported that the Health Affairs Committee had met in open session on Thursday, June 16, 1983, to consider those matters on its agenda and to formulate recommendations for the U. T. Board of Regents. Unless otherwise indicated, all actions set forth in the Minute Orders which follow were recommended by the Health Affairs Committee and approved in open session and without objection by the U. T. Board of Regents:

1. U. T. Health Science Center - Dallas (U. T. Southwestern Medical School - Dallas): Appointment of Kenneth Z. Altshuler, M.D., as the Initial Holder of the Stanton Sharp Chair in Psychiatry Effective July 1, 1983.--Upon the recommendation of the Health Affairs Committee, the Board appointed Kenneth Z. Altshuler, M.D., Professor and Chairman of the Department of Psychiatry at U. T. Southwestern Medical School - Dallas of The University of Texas Health Science Center at Dallas, the initial holder of the Stanton Sharp Chair in Psychiatry effective July 1, 1983.
2. U. T. Health Science Center - Dallas: Approval of Affiliation Agreement with The Dallas Rehabilitation Institute, Incorporated, Dallas, Texas.--Approval was given to the affiliation agreement set out on Pages 60 - 65 by and between The University of Texas Health Science Center at Dallas and The Dallas Rehabilitation Institute, Incorporated, Dallas, Texas.

This agreement, executed by the appropriate officials of the institution and facility on March 7, 1983, to be effective upon approval by the U. T. Board of Regents, facilitates cooperation between both institutions for the sharing of research facilities and appointment of qualified health care professionals.

AFFILIATION AGREEMENT

THIS AGREEMENT, made the 7th day of March, 1983, by and between THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT DALLAS ("University"), a component of The University of Texas System ("System"); and THE DALLAS REHABILITATION INSTITUTE, INCORPORATED ("Institute"), a wholly-owned subsidiary of National Medical Enterprises, a publicly owned corporation organized under the laws of the State of Delaware and quartered at Los Angeles, California.

WITNESSETH:

WHEREAS, the University and the Institute have the following objectives in concert: (1) a common commitment to offer the people of North Central Texas and the Southwest programs of excellence in medical and allied health education; (2) the desire to coordinate medical care resources for the benefit of improved patient care; and (3) a desire and intent to develop an agreement that will encourage and use, in future years, the strength of both institutions to the maximum extent consistent with the interests of each; and

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

WHEREAS, the Institute operates the Caruth Memorial Hospital and other facilities dedicated to the care of certain specific types of orthopedic, spinal cord and central nervous system injuries including rehabilitation facilities and laboratory and x-ray facilities among others at Dallas, Texas; and

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

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

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

following terms and conditions:

1. **FACULTY APPOINTMENTS.** Qualified healthcare professionals at the Institute who contribute significantly of their time and talents to programs sponsored by the University and the Institute may be offered volunteer clinical faculty or adjunct faculty appointments at the University in accordance with the policies and procedures of The University of Texas System.
2. **INSTITUTE HOSPITAL STAFF MEMBERSHIP PRIVILEGES.** Members of the faculty of the Southwestern Medical School and members of the School of Allied Health Sciences who wish to contribute time and talents to programs located at the Institute will be accorded admission to the hospital staff of the Institute subject to the rules, regulations and bylaws of the Institute.
3. **CLINICAL FACILITIES.** The Institute may, from time to time, provide office space and secretarial assistance for University faculty members functioning at the Institute.
4. **RESEARCH FACILITIES.** The Institute may, from time to time, as resources permit, provide research facilities in behalf of research programs sponsored by the University and the Institute, at the Institute. Likewise, healthcare professionals at the Institute who wish to engage in research at the University may, from time to time, enter into those activities with the sponsorship and support of the responsible division chief or department chairman at the University, as time and resources permit. Such research shall be subject to the rules of each institution, including review by the Institutional Review Boards when necessary.
5. **GRANT APPLICATION.** The Institute's application for federal, state, or local grants in aid of programs with the University's co-sponsorship of faculty shall be reviewed by the University for comment, proposed revisions and approval prior to submission. The Institute may elicit from the

University advice, counsel and participation in the development of grant requests from time to time under a contract for payment of services to be negotiated.

6. STUDENTS AND HOUSE OFFICERS AT INSTITUTE. From time to time the University may wish to enhance its teaching programs by rotating medical and allied health students, house officers or clinical fellows for periods of instruction at the Institute, the timing, duration and number of participants to be negotiated by responsible parties at the two institutions. Medical students and house officers on regular educational rotations are covered by The University of Texas System medical liability coverage. Clinical fellows may not have UTS coverage and these and other students or house officers who may be performing functions at the Institute outside of their regular educational assignments will be responsible for obtaining medical liability coverage that is comparable in quality and extent of coverage to The University of Texas medical liability coverage. Allied health students will be covered by a standard policy approved by The University of Texas System.
7. COMPLIANCE WITH LAWS. The Institute shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the Institute and shall certify such compliance to the University upon request.
8. COMMUNICATION. Both parties agree that a productive and harmonious relationship between the University and the Institute depends upon maintaining effective channels of communication. The parties anticipate that routine matters will be handled and decided mutually through continuous contacts at the departmental level.
9. MISCELLANEOUS.
 - 9.1 No oral representations of any officer, agent, or employee of the Institute or of the University either before or after the effective date of this Agreement,

shall affect or modify any obligations of either party hereunder.

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

9.3 All notices under this Agreement shall be in writing, and sent by personal delivery or by United States mail to Charles C. Sprague, M.D., President, University of Texas Health Science Center, 5323 Harry Hines Boulevard, Dallas, Texas 75235 for University or Malcolm Berry, Administrator, Dallas Rehabilitation Institute, 7850 Brook Hollow Road, Dallas, Texas, 75235, for Institute. Notices shall be deemed given upon receipt by the above named officials or their successors.

9.4 This Agreement shall be binding on, and shall inure 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 claims for damages, if and to the extent such delay or failure is caused by occurrences beyond the control of the non-performing party.

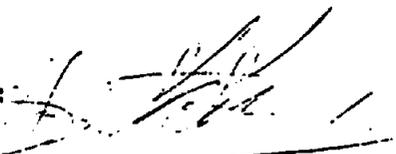
9.5 This Agreement shall not become effective unless, and until, approved by the Board of Regents of the University of Texas System. If so approved, this Agreement shall become effective on the date of such approval and shall continue in effect for an initial term ending August the 31st, of the year of execution by the University and the

Institute and, after such initial term, from year to year unless one party shall have given advance written notice no later than March the 1st of the year in which dissolution is intended in accordance with this agreement. This agreement shall terminate on August 31 of the year in which notice is given pursuant to this paragraph.

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

ATTEST:

(Title)

ATTEST: 

Medical Director

(Title)

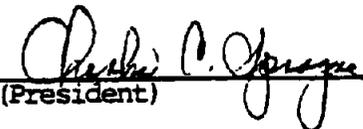
FORM APPROVED:


Office of General Counsel,
The University of Texas System

ATTEST:

Executive Secretary to
Board of Regents
The University of Texas System

UNIVERSITY

By: 

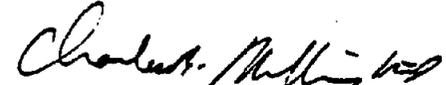
(President)

INSTITUTE

By: 

Administrator
(Title)

CONTENT APPROVED:



Executive Vice Chancellor for
Health Affairs



Chancellor

Chairman, Board of Regents
The University of Texas System

3. U. T. Medical Branch - Galveston: Approval of Rate Increases for Dormitories and Apartments Effective Fall Semester 1983 (Catalog Change).--In order to remain consistent with escalating costs for utilities, salaries, general maintenance, and other operating expenses, the Board approved increases in rental rates for dormitory rooms and apartments at The University of Texas Medical Branch at Galveston effective with the Fall Semester 1983 as set out below:

	<u>1983-84</u> <u>Rates</u>
Dormitory:	
Semi-Private	\$ 90.00
Private Room	126.50
Apartments:	
Two Persons per Apartment	\$220.00
Three Persons per Apartment	253.00

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

4. U. T. Health Science Center - Houston (U. T. Medical School - Houston): Emil Steinberger, M.D., Appointed Ashbel Smith Professor Effective September 1, 1983.--The Board appointed Emil Steinberger, M.D., Professor and Chairman, Department of Reproductive Medicine and Biology, and Professor of Endocrinology, Department of Internal Medicine at the U. T. Medical School - Houston of The University of Texas Health Science Center at Houston, Ashbel Smith Professor effective September 1, 1983.
5. U. T. Health Science Center - Houston (U.T. G.S.B.S. - Houston): Authorization to Provide a Graduate Training Program in Biomedical Education Research and Development as an Area of Emphasis within the Master of Science Degree Program in the Graduate School of Biomedical Sciences and to Submit to the Coordinating Board for Approval (Catalog Change).--Authorization was given to provide a graduate training program in Biomedical Education Research and Development as an area of emphasis within the Master of Science degree program in the U.T. G.S.B.S. - Houston of The University of Texas Health Science Center at Houston and to submit the proposal to the Coordinating Board, Texas College and University System for approval.

This program, which will enable students to pursue studies designed to increase and improve their teaching and research skills, will formalize the training programs offered and utilize a broader faculty base and resources for the education of students in the health sciences area.

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

6. U. T. Health Science Center - San Antonio (U. T. Medical School - San Antonio): Approval to Name Room 5.663U, a Conference Room Assigned to the Department of Medicine, The Gloria Saks Memorial Arthritis Reading Room (Regents' Rules and Regulations, Part One, Chapter VIII, Section 1.2, Naming of Facilities Other Than Buildings).--Approval was given to name Room 5.663U, a library/reading room assigned to the Department of Medicine at the U. T. Medical School - San Antonio of The University of Texas Health Science Center at San Antonio, The Gloria Saks Memorial Arthritis Reading Room.

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

7. U. T. Health Science Center - Dallas, U. T. Medical Branch - Galveston, 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 and Advisory Councils.--Approval was given to nominees for membership on the following development boards and advisory councils of the health-related institutions of The University of Texas System to be effective September 1, 1983.

The names of those accepting membership 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
- b. The University of Texas Medical Branch at Galveston
Development Board
School of Allied Health Sciences Advisory Council
School of Nursing Advisory Council
- c. The University of Texas Health Science Center at Houston
Development Board
Speech and Hearing Institute Advisory Council
- d. The University of Texas Health Science Center at San Antonio
Development Board
Nursing School Advisory Council
- e. The University of Texas System Cancer Center
University Cancer Foundation Board of Visitors
- f. The University of Texas Health Center at Tyler
Development Board

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

1. U. T. System: Authorization for Salary and/or Academic Support for Nonendowed Distinguished Professorships
See Page 36, Item 1.
2. U. T. Health Science Center - Dallas: Expansion of the Skillern Student Union Building
See Page 72, Item 9.
3. U. T. Health Science Center - Houston (U.T. Dental Branch - Houston): Facilities Improvements for the Dental Branch Building and Dental Science Institute
See Page 73, Item 12.

REPORT AND RECOMMENDATIONS OF THE BUILDINGS AND GROUNDS COMMITTEE (Pages 69 - 75).--Committee Chairman Hay reported that the Buildings and Grounds Committee had met in open session on Thursday, June 16, 1983, to consider those matters on its agenda and to formulate recommendations for the U. T. Board of Regents. Unless otherwise indicated, all actions set forth in the Minute Orders which follow were recommended by the Buildings and Grounds Committee and approved in open session and without objection by the U. T. Board of Regents:

1. U. T. Austin - Balcones Research Center - Communications System: Authorization for Project, Development of Final Plans and Cost Estimate and Appropriation Therefor.-- Upon recommendation of the Academic Affairs and Buildings and Grounds Committees, the Board:
 - a. Authorized upgrading and expansion of the Communications System at the Balcones Research Center of The University of Texas at Austin
 - b. Authorized U. T. Austin Administration, through its Department of Physical Plant, to develop final plans and a cost estimate to be presented at a future meeting of the U. T. Board of Regents
 - c. Appropriated \$45,000 from proceeds of Permanent University Fund Bonds for fees and administrative expenses through completion of final plans

It is anticipated that the new telephone system will operate as a satellite switch from the new switch recently installed for the main campus telephone system. The microwave link between the main campus and Balcones Research Center will be replaced and upgraded. These improvements and distribution of communication services to the new facilities at the Balcones Research Center are tentatively estimated to cost \$1,000,000.

2. U. T. Austin - Balcones Research Center: Authorization to Develop a Comprehensive Master Plan, with Special Attention to the West Tract; Appointment of Page Southerland Page, Austin, Texas, Consulting Architect/Engineer; and Appropriation Therefor.--The Academic Affairs and Buildings and Grounds Committees recommended and the Board:
 - a. Authorized the development of a comprehensive Master Plan for the Balcones Research Center site of The University of Texas at Austin, with special attention to the west tract
 - b. Appointed the firm of Page Southerland Page, Austin, Texas, Consulting Architect/Engineer to complete the plan for consideration at a future meeting of the U. T. Board of Regents
 - c. Appropriated \$100,000 from proceeds of Permanent University Fund Bonds for fees and related project expenses for completion of the Master Plan

3. U. T. Austin: Naming of the Intramural Field at 51st and Guadalupe Streets the B. M. Whitaker Field (Section 1.2, Chapter VIII, Part One, Regents' Rules and Regulations, Naming of Facilities Other Than Buildings).--
In accordance with the Regents' Rules and Regulations, Part One, Chapter VIII, Section 1.2 (Naming of Facilities Other Than Buildings), the Board, upon recommendation of the Buildings and Grounds Committee, named the intramural field at The University of Texas at Austin, located at 51st and Guadalupe Streets, the B. M. Whitaker Field in recognition of Mr. Whitaker's outstanding service to the cause of recreational sports at U. T. Austin.
4. U. T. Austin - Power Plant Expansion (Project No. 102-554): Approval of Preliminary Plans; Submission to Coordinating Board; Authorization for Completion of Final Plans; Subject to Coordinating Board Approval, Authorization to Pre-Purchase Equipment and for Executive Committee to Award Equipment Purchase Contracts; and Additional Appropriation Therefor, Subject to Availability of Funds.--
Mr. Tom McMichael and Mr. Dan Withers, representing the Project Engineer, Power Systems Engineering, Inc., Houston, Texas, presented the preliminary plans and specifications for the Power Plant Expansion at The University of Texas at Austin to the Buildings and Grounds Committee on Thursday, June 16.

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

- a. Approved the preliminary plans and specifications for the Power Plant Expansion at an estimated total project cost of \$28,727,905
- b. Authorized submission of the project to the Coordinating Board, Texas College and University System
- c. Authorized completion of final plans and specifications
- d. Approved the pre-purchase of equipment and, subject to Coordinating Board approval, authorized the Office of Facilities Planning and Construction to advertise for bids for the equipment
- e. Authorized the Executive Committee to award all equipment purchase contracts within funds available
- f. Appropriated additional funds in the amount of \$12,800,000, subject to the successful sale of Building Revenue Bonds for utility plant construction, as permitted by Chapter 55 of the Texas Education Code and Article III, Section 18, of the current Appropriations Bill (Previous appropriations had been \$255,000 from Pooled Interest on Bond Proceeds and Other Construction Funds.)

See Page 10, Item 7 related to the Building Revenue Bond Sale.

5. U. T. Permian Basin: Approval in Principle of Long-Term Lease to The Art Institute of the Permian Basin and Authorization for the Office of the Chancellor to Negotiate the Terms Thereof.--Upon recommendation of the Academic Affairs and Buildings and Grounds Committees, the Board approved in principle a long-term lease of approximately 2.42 acres of campus land at The University of Texas of the Permian Basin to The Art Institute of the Permian Basin.

The Office of the Chancellor was authorized to negotiate the specific terms of the lease which will be submitted for approval at a future meeting of the U. T. Board of Regents.

The Art Institute of the Permian Basin plans to construct an art museum facility containing approximately 11,000 square feet. All costs associated with the construction and maintenance of the building will be borne by the Institute.

6. U. T. Health Science Center - Dallas - Ambulatory Care Teaching Center (Project No. 303-366): Additional Appropriation for Equipment and Authorization for Increase in Total Project Cost.--The Finance and Audit and Buildings and Grounds Committees recommended and the Board:

- a. Appropriated \$1,000,000 from proceeds of Permanent University Fund Bonds for the purchase of furniture and equipment for the Ambulatory Care Teaching Center at The University of Texas Health Science Center at Dallas
- b. Approved an increase in the total project cost from \$13,612,786.75 to \$14,612,786.75

It was noted that the estimated cost of initial equipment to make the building operational is approximately \$5,000,000. The U. T. Health Science Center - Dallas has received a joint commitment from The Southwestern Medical Foundation and the Hoblitzelle Foundation for \$1,000,000 to assist in meeting these equipment requirements. Institutional funds in the amount of approximately \$2,360,000 are also available to supplement the funds from these other sources.

7. U. T. Health Science Center - Dallas - Ambulatory Care Teaching Center (Project No. 303-366): Authorization to Name the Center the James W. Aston Ambulatory Care Teaching Center (Exception to Regents' Rules and Regulations, Part One, Chapter VIII, Section 1.1).--An exception to the Regents' Rules and Regulations, Part One, Chapter VIII, Section 1.1 was granted upon recommendation of the Buildings and Grounds Committee, and the Board named the Ambulatory Care Teaching Center at The University of Texas Health Science Center at Dallas the James W. Aston Ambulatory Care Teaching Center.

This action recognized Mr. Aston's role as a former President of The Southwestern Medical Foundation and his dedicated efforts and support of the U. T. Health Science Center - Dallas.

8. U. T. Health Science Center - Dallas - Biomedical Research Building (Project No. 303-513): Authorization to Name the Building the Cecil and Ida Green Biomedical Research Building (Exception to Regents' Rules and Regulations, Part One, Chapter VIII, Section 1.1).--Upon recommendation of the Buildings and Grounds Committee, the Board named the Biomedical Research Building at The University of Texas Health Science Center at Dallas the Cecil and Ida Green Biomedical Research Building (exception to Regents' Rules and Regulations, Part One, Chapter VIII, Section 1.1.)

This action recognized the continuing and generous support of Dr. and Mrs. Green to the programs of the U. T. Health Science Center - Dallas.

9. U. T. Health Science Center - Dallas - Expansion of the Skillern Student Union Building: Authorization for Project Analysis, Appointment of Omniplan, Architects, Dallas, Texas, Consulting Architect, and Appropriation Therefor.--Upon recommendation of the Health Affairs and Buildings and Grounds Committees, the Board:

- a. Authorized a project analysis for the expansion of facilities for recreational and social activities at the Skillern Student Union Building at The University of Texas Health Science Center at Dallas
- b. Appointed the firm of Omniplan, Architects, Dallas, Texas, to work with the U. T. Health Science Center - Dallas and the Office of Facilities Planning and Construction in preparing a project analysis, cost estimate, and recommendations to be presented to the U. T. Board of Regents for consideration at a future meeting
- c. Appropriated \$40,000 from a grant from the Southwestern Medical Foundation for fees and related expenses to complete the study

10. U. T. Medical Branch - Galveston (U. T. Hospitals - Galveston) - Remodeling of John Sealy Hospital (Old Building) - Remodeling of Ninth Floor for the Departments of Surgery and Neurology (Project No. 601-553): Approval of Final Plans; Authorization to Advertise for Bids and for Executive Committee to Award Contracts Within Authorized Total Project Cost.--The Buildings and Grounds Committee recommended and the Board:

- a. Approved the final plans and specifications for Remodeling the Ninth Floor in John Sealy Hospital (Old Building) for the Departments of Surgery and Neurology at The University of Texas Medical Branch at Galveston at an estimated total project cost of \$1,950,000
- b. Authorized the Office of Facilities Planning and Construction to advertise for bids
- c. Authorized the Executive Committee to award all contracts associated with this project within the authorized total project cost

This project is a portion of the phased remodeling of the older part of John Sealy Hospital and will renovate approximately 15,100 gross square feet of space for faculty offices and laboratory support for patient care activities.

11. U. T. Health Science Center - Houston - Recreational Facility (Project No. 701-539): Authorization to Increase Construction Contract and Revise Total Project Cost, and Additional Appropriation Therefor.--Upon recommendation of the Finance and Audit and Buildings and Grounds Committees, the Board:

- a. Approved an increase in the construction contract award to BRH-GARVER, INC., Houston, Texas, by awarding additional Alternates No. 1 (Racquetball Building Shell), No. 2 (Finish of Racquetball Courts), and No. 4 (Parking Lot) for the Recreational Facility at The University of Texas Health Science Center at Houston at an increased construction cost of \$180,000
- b. Approved a revised total project cost of \$1,250,000
- c. Appropriated additional funds in the amount of \$200,000 for construction, fees, administrative and miscellaneous expenses from the following sources:

Student/Faculty Apartment
Project No. 701-432

- Interest Income Allocation Account	\$178,210.25
- Landscaping Account	7,995.47
- Furniture and Equipment Account	<u>13,794.28</u>

Additional Appropriation \$200,000.00

See Page 19 for the award of contract to BRH-GARVER, INC., Houston, Texas, for the Recreational Facility.

12. U. T. Health Science Center - Houston (U. T. Dental Branch - Houston) - Facilities Improvements for the Dental Branch Building and Dental Science Institute (Project No. 701-393): Authorization for Change in Scope; Revision of Preliminary Plans; Revised Total Project Cost; and Additional Appropriation Therefor.--The Finance and Audit, Health Affairs and Buildings and Grounds Committees recommended and the Board:

- a. Authorized a change in scope for Facilities Improvements for the Dental Branch Building and Dental Science Institute at the U. T. Dental Branch - Houston of The University of Texas Health Science Center at Houston to provide 100,000 gross square feet of new construction, and remodeling of 20,000 net square feet of existing space, at a revised total project cost of \$17,705,000
- b. Authorized the Project Architect to prepare revised preliminary plans and develop a cost estimate for presentation to the U. T. Board of Regents at a future meeting
- c. Appropriated \$170,000 from proceeds of Permanent University Fund Bonds for fees and miscellaneous expenses through completion of revised preliminary plans (Previous appropriations of \$100,000 had been made from the same source and \$25,000 from Interest on proceeds of Permanent University Fund Bonds for the Feasibility Study on this project.)

On December 7, 1979, the U. T. Board of Regents approved the preliminary plans for this project at an estimated total project cost of \$10,700,000. At that time, the project was approved for the construction of 75,200 gross square feet of space and the remodeling of 5,200 gross square feet of space.

It is anticipated that the revised preliminary plans will include:

- a. An addition to the south of the existing building consisting of a basement and five floors for a total of 100,000 gross square feet of space to house the Dental Science Institute, 150 new operatories, offices and support facilities.
 - b. Remodeling of approximately 20,000 net square feet of space for operatories, pharmacy and support areas in the existing building.
13. U. T. Health Science Center - Houston (U. T. Public Health School - Houston) - Completion of Shelled Space (Project No. 701-557): Approval of Preliminary Plans and Cost Estimate, Authorization to Prepare Final Plans and Additional Appropriation Therefor.-- Mr. Karl Kamrath and Mr. Lloyd Borget, representing the Project Architect, MacKie & Kamrath, Houston, Texas, presented the preliminary plans and specifications for the Completion of Shelled Space at the U. T. Public Health School - Houston of The University of Texas Health Science Center at Houston to the Buildings and Grounds Committee on Thursday, June 16.

On the basis of this presentation and with the concurrence of the Finance and Audit Committee, the Board:

- a. Approved the preliminary plans and specifications for the Completion of Shelled Space at the U. T. Public Health School - Houston at an estimated total project cost of \$4,707,000
 - b. Authorized the Project Architect to prepare final plans and specifications for consideration by the U. T. Board of Regents at a future meeting
 - c. Appropriated \$120,000 from proceeds of Permanent University Fund Bonds for fees and related project expenses through completion of final plans (A previous appropriation of \$60,000 had been made from Unexpended Plant Funds.)
14. U. T. Cancer Center - Clinic Building: Authorization to Name the Building the R. Lee Clark Clinic Building (Exception to Regents' Rules and Regulations, Part One, Chapter VIII, Section 1.1).--An exception to the Regents' Rules and Regulations, Part One, Chapter VIII, Section 1.1 was granted upon recommendation of the Buildings and Grounds Committee, and the Board named the Clinic Building at The University of Texas System Cancer Center the R. Lee Clark Clinic Building in honor of Dr. Clark's 32 years of distinguished service to the U. T. Cancer Center.

OTHER MATTERS

U. T. System: Review of Projected Cash Flow for Permanent University Fund Bond Proceeds and Available University Fund Balances for Capital Improvements (with Projected PUF Bond Sales).--At the request of Committee Chairman Hay, Special Counsel-Finance Boyd distributed and discussed with the Board materials related to the projected cash flow for Permanent University Fund Bond proceeds and Available University Fund balances for capital improvements (with projected PUF Bond sales) for the fiscal years 1983-87. Mr. Boyd emphasized that these projections are continually updated and have not yet been adjusted to reflect the 30% PUF bonding capacity which will be available upon voter approval of HJR 19 in November of 1984. He indicated that the projections are used to determine those projects which may be recommended to the Board for development and eventual construction.

Committee Chairman Hay emphasized to the Board that the benefits of the Permanent University Fund are a limited resource, and that with the expanded demands upon the PUF generated by HJR 19, the most important responsibility of the Board will be to effectively develop its priorities for future capital projects.

REPORT AND RECOMMENDATIONS OF THE LAND AND INVESTMENT COMMITTEE (Pages 75 - 95).--Committee Chairman Milburn reported that the Land and Investment Committee had met in open session on Thursday, June 16, 1983, to consider those matters on its agenda and to formulate recommendations for the U. T. Board of Regents. Unless otherwise indicated, all actions set forth in the Minute Orders which follow were recommended by the Land and Investment Committee and approved in open session and without objection by the U. T. Board of Regents:

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

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

I. PERMANENT UNIVERSITY FUND

INVESTMENT MATTERS

1. Report on Clearance of Monies to Permanent University Fund for March and April 1983, and Report on Oil and Gas Development as of April 30, 1983.--The following reports with respect to (a) certain monies cleared to the Permanent University Fund for March and April 1983 and (b) Oil and Gas Development as of April 30, 1983, were submitted by the Executive Director for Investments and Trusts:

<u>Permanent University Fund</u>	<u>March, 1983</u>	<u>April, 1983</u>	<u>Cumulative Through April of This Fiscal Year (1982-1983)</u>	<u>Cumulative Through April of Preceding Fiscal Year (1981-1982)</u>	<u>Per Cent Change</u>
<u>Royalty</u>					
Oil	\$ 9,943,046.03	\$ 9,791,482.71	\$ 79,936,468.22	\$ 86,113,761.19	(7.17%)
Gas	4,231,839.61	3,061,610.84	28,904,400.90	32,857,632.84	(12.03%)
Sulphur			594,169.96	4,476,458.08	(86.73%)
Water	8,383.88	37,420.38	186,703.45	165,441.38	12.85%
Brine	3,818.83	1,118.40	34,999.12	56,405.27	(37.95%)
<u>Rental</u>					
Oil and Gas Leases	2,307.83	(974.97)	996,315.40	1,492,654.95	(33.25%)
Other	122.15	434.00	3,087.01	5,624.77	(45.12%)
Sale of Sand, Gravel, Etc.		3,349.50	13,357.40	22,668.87	(41.08%)
Gain or (Loss) on Sale of Securities	2,389,333.16	2,291,667.78	10,756,541.80	6,058,019.32	77.56%
Transfer from Special 1% Fee Fund				850,000.00	(100.00%)
Sub-Total	<u>16,578,851.49</u>	<u>15,186,108.64</u>	<u>121,426,043.26</u>	<u>132,098,666.67</u>	(8.08%)
<u>Bonuses</u>					
Oil and Gas Lease Sales				17,842,000.00	(100.00%)
Amendments and Extensions to Mineral Leases	1,248.94	1,080.86	495,047.23	1,206,654.47	(58.97%)
Total Bonuses	<u>1,248.94</u>	<u>1,080.86</u>	<u>495,047.23</u>	<u>19,048,654.47</u>	(97.40%)
<u>TOTAL CLEARANCES</u>	<u>\$16,580,100.43</u>	<u>\$15,187,189.50</u>	<u>\$121,921,090.49</u>	<u>\$151,147,321.14</u>	(19.34%)

Oil and Gas Development - April 30, 1983
Acreage Under Lease - 913,783

Number of Producing Acres - 537,261

Number of Producing Leases - 2,372

2. Permanent University Fund Bonds, New Series 1983-A: Authorization for (a) Sale of Issue and (b) Appointment of Vinson & Elkins, Bond Counsel and Rotan Mosle, Inc., Bond Advisor and Establishment of Account for Miscellaneous Costs.--The Land and Investment Committee recommended and the Board authorized the (a) issuance of Permanent University Fund Bonds, New Series 1983-A in an amount up to \$33,000,000; and (b) employment of the firm of Vinson & Elkins, Bond Counsel and the firm of Rotan Mosle, Inc., Bond Advisor.

Further, the Office of Investments and Trusts was authorized to advertise for bids for the sale of bonds, the registrar-paying agent, and printing of the bonds, to be submitted to the U. T. Board of Regents at a subsequent meeting. The sale of the bonds will be coordinated with a Texas A&M University System Permanent University Fund Bond sale scheduled for the same time.

Authorization was given to establish an account from proceeds of the bond sale for Miscellaneous Costs - Permanent University Fund Bonds, New Series 1983-A, in an amount sufficient to pay bond counsel fees, bond advisor fees, registrar-paying agent fees, and other miscellaneous costs.

II. TRUST AND SPECIAL FUNDS

A. GIFTS, BEQUESTS AND ESTATES

1. U. T. Austin: Acceptance of Gift from Dr. Adnan Abou-Ayyash, Riyadh, Saudi Arabia, and Establishment of the Adnan Abou-Ayyash Centennial Professorship in Transportation Engineering in the College of Engineering and Eligibility for Matching Funds from The Centennial Teachers and Scholars Program (No Publicity).--Approval was given to accept a \$100,000 gift from Dr. Adnan Abou-Ayyash, Riyadh, Saudi Arabia, and to establish the Adnan Abou-Ayyash Centennial Professorship in Transportation Engineering in the Department of Civil Engineering, College of Engineering at The University of Texas at Austin.

In accordance with the donor's wishes, the matching allocation from The Centennial Teachers and Scholars Program will be used to double the size of the endowment.

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

2. U. T. Austin: Acceptance of Gifts and Pledges from the Pharmaceutical Foundation Advisory Council and (a) Establishment of the Alcon Centennial Professorship in Pharmacy, Eckerd Centennial Professorship in Pharmacy, Southwestern Drug Corporation Centennial Fellowship in Pharmacy, Pharmacy Centennial Fellowship in Alcoholism Research, and Abbott Centennial Fellowship in Pharmacy, All in the College of Pharmacy, and Establishment of the Centennial Professorship in Pharmacy (No. 1), Centennial Professorship in Pharmacy (No. 2), Behrens Inc. Centennial Fellowship in Pharmacy, Johnson & Johnson Centennial Fellowship in Pharmacy, and Centennial Fellowship in Pharmacy (No. 1), All in the College of Pharmacy, with Matching Funds from The Centennial Teachers and Scholars Program; and (b) Authorization to Increase the Endowment for The Hoechst-Roussel Centennial Endowed Professorship in Pharmacy and Eligibility for Matching Funds from The Centennial Teachers and Scholars Program.--Upon recommendation of the Land and Investment Committee, the Board accepted a \$125,000 gift and \$225,000 pledge from the Pharmaceutical Foundation Advisory Council and established the following endowed academic positions, all in the College of Pharmacy at The University of Texas at Austin:

	<u>Cash</u>	<u>Pledge</u>
Alcon Centennial Professorship in Pharmacy	\$ 30,000	\$ 70,000
Eckerd Centennial Professorship in Pharmacy	30,000	70,000
Southwestern Drug Corporation Centennial Fellowship in Pharmacy	25,000	25,000
Pharmacy Centennial Fellowship in Alcoholism Research	20,000	30,000
Abbott Centennial Fellowship in Pharmacy	20,000	30,000

The pledges will be paid prior to July 1, 1985.

The Board authorized that the gifts and pledges, when received, be matched from The Centennial Teachers and Scholars Program and the matching allocation used to establish the following endowed academic positions, all in the College of Pharmacy:

Centennial Professorship in Pharmacy (No. 1)	\$100,000
Centennial Professorship in Pharmacy (No. 2)	100,000
Behrens Inc. Centennial Fellowship in Pharmacy	50,000
Johnson & Johnson Centennial Fellowship in Pharmacy	50,000
Centennial Fellowship in Pharmacy (No. 1)	50,000

Further, the Board accepted an additional \$25,000 gift and \$50,000 pledge from the Pharmaceutical Foundation Advisory Council for addition to The Hoechst-Roussel Centennial Endowed Professorship in Pharmacy and authorized that the gift and pledge, as received, be matched from The Centennial Teachers and Scholars Program and the matching allocation be used to increase the endowment for the Professorship to a total of \$350,000.

3. U. T. Austin: Acceptance of Gift from Mr. Hussein M. Alharthy, Riyadh, Saudi Arabia, and Establishment of the Hussein M. Alharthy Centennial Chair in Civil Engineering in the College of Engineering and Establishment of the Hussein M. Alharthy Centennial Professorship in Civil Engineering in the College of Engineering with Matching Funds from The Centennial Teachers and Scholars Program (No Publicity).--
The Board accepted a gift of \$500,000 from Mr. Hussein M. Alharthy, Riyadh, Saudi Arabia, and established the Hussein M. Alharthy Centennial Chair in Civil Engineering in the College of Engineering at The University of Texas at Austin.

The Board authorized that the matching allocation from The Centennial Teachers and Scholars Program be used to establish the Hussein M. Alharthy Centennial Professorship in Civil Engineering in the College of Engineering in the amount of \$500,000.

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

4. U. T. Austin: Acceptance of Gift from Anonymous Donor and Establishment of the Centennial Chair in Computing Theory in the College of Natural Sciences and Establishment of the Centennial Chair in Computing Systems in the College of Natural Sciences with Matching Funds from The Centennial Teachers and Scholars Program.--Upon recommendation of the Land and Investment Committee, the Board accepted a \$1,000,000 gift from an anonymous donor and established the Centennial Chair in Computing Theory in the Department of Computer Sciences, College of Natural Sciences, at The University of Texas at Austin.

Further, authorization was given to match the gift from The Centennial Teachers and Scholars Program and establish the Centennial Chair in Computing Systems in the Department of Computer Sciences, College of Natural Sciences.

5. U. T. Austin: Establishment of the Edward Clark Centennial Professorship in Law in the School of Law and Establishment of the Clark, Thomas, Winters & Shapiro Centennial Professorship in Law in the School of Law with Matching Funds from The Centennial Teachers and Scholars Program.--At the request of the Law School Foundation (an external foundation), the Edward Clark Centennial Professorship in Law was established in the School of Law at The University of Texas at Austin in accordance

with the Regents' Rules and Regulations. The funding for this Professorship (\$100,000) will be retained by the Law School Foundation and will be administered per the agreement between the Foundation and the U. T. Board of Regents. This Professorship is in honor of Ambassador Edward Clark, Senior Partner in Clark, Thomas, Winters & Shapiro, former member of the U. T. Board of Regents and former U.S. Ambassador to Australia.

The matching allocation in the amount of \$100,000 from The Centennial Teachers and Scholars Program will be used to establish the Clark, Thomas, Winters & Shapiro Centennial Professorship in Law in the School of Law. The matching allocation will be held and administered by the U. T. Board of Regents.

6. U. T. Austin: Redesignation of the Use of the Endowment Fund for the Cline Room in the Harry Ransom Center and Establishment of the C. L. and Henriette F. Cline Centennial Fellowship in the Humanities in the College of Liberal Arts and Eligibility for Matching Funds from The Centennial Teachers and Scholars Program.--The Board, upon recommendation of the Land and Investment Committee, redesignated the use of the Endowment Fund for the Cline Room in the Harry Ransom Center (\$100,000) and established the C. L. and Henriette F. Cline Centennial Fellowship in the Humanities in the College of Liberal Arts at The University of Texas at Austin.

The Board authorized that the \$100,000 be matched from The Centennial Teachers and Scholars Program and used to double the size of the endowment for the Fellowship.

7. U. T. Austin: Acceptance of Pledge from the Denton A. Cooley Foundation, Houston, Texas, and Establishment of the Denton A. Cooley Centennial Professorship in Zoology in the College of Natural Sciences and Establishment of the Denton and Louise Cooley and Family Centennial Professorship in Nursing in the School of Nursing with Matching Funds from The Centennial Teachers and Scholars Program.--The Board accepted a \$100,000 pledge from the Denton A. Cooley Foundation, Houston, Texas, and established the Denton A. Cooley Centennial Professorship in Zoology in the College of Natural Sciences at The University of Texas at Austin. The pledge is to be paid with an initial \$40,000 gift prior to August 31, 1983, with subsequent payments of \$30,000 each to be made in 1984 and 1985, and the final payment due prior to August 31, 1985.

Further, the Board authorized the pledge, as received, be matched from The Centennial Teachers and Scholars Program and used to establish the Denton and Louise Cooley and Family Centennial Professorship in Nursing in the School of Nursing.

8. U. T. Austin: Ann Lacy Crain Centennial Endowed Lectureship in the College of Fine Arts and the Bluford Walter Crain Centennial Endowed Lectureship in the School of Architecture - Acceptance of Gifts from R. Lacy, Inc., Longview, Texas, and Eligibility for Matching Funds from The Centennial Teachers and Scholars Program.--Upon recommendation of the Land and Investment Committee, the Board accepted two \$25,000 gifts from R. Lacy, Inc., Longview, Texas, for additions of \$25,000 each to the Ann Lacy Crain Centennial Endowed Lectureship in the College of Fine Arts and the Bluford Walter Crain Centennial Endowed Lectureship in the School of Architecture at The University of Texas at Austin.

In accordance with the donor's wishes, the matching allocations from The Centennial Teachers and Scholars Program will be added to the endowment for each of the Lectureships for a total endowment of \$100,000 each.

9. U. T. Austin: Acceptance of Pledge from the Cullen Trust for Higher Education, Houston, Texas, and Establishment of the Hugh Roy Cullen Centennial Chair in Business Administration in the College of Business Administration and the Graduate School of Business and Eligibility for Matching Funds from The Centennial Teachers and Scholars Program.--Approval was given to accept a \$500,000 pledge from the Cullen Trust for Higher Education, Houston, Texas, and to establish the Hugh Roy Cullen Centennial Chair in Business Administration in the College of Business Administration and the Graduate School of Business at The University of Texas at Austin. The pledge will be paid in three equal installments in 1983, 1984 and 1985, and will be paid in full prior to August 31, 1985.

The pledge, as received, will be matched from The Centennial Teachers and Scholars Program and the matching allocation will be used to double the size of the endowment for the Chair.

10. U. T. Austin: Acceptance of Gift and Pledge from Deloitte Haskins & Sells, Houston, San Antonio, and Austin, Texas, and the Deloitte Haskins & Sells Foundation, New York, New York, and Establishment of Two Deloitte Haskins & Sells Centennial Faculty Fellowships in Accounting in the College of Business Administration and the Graduate School of Business and Eligibility for Matching Funds from The Centennial Teachers and Scholars Program.--The Board accepted a \$23,000 gift and a \$77,000 pledge from the accounting firm of Deloitte Haskins & Sells, Houston, San Antonio, and Austin, Texas, and the Deloitte Haskins & Sells Foundation, New York, New York, and established two Deloitte Haskins & Sells Centennial Faculty Fellowships in Accounting with \$50,000 each in the Department of Accounting, College of Business Administration and the Graduate School of Business at The University of Texas at Austin. The pledge will be paid in full prior to August 31, 1985.

Further, the Board authorized that the gift and pledge, as received, be matched from The Centennial Teachers and Scholars Program and used to double the size of each endowment for a total of \$100,000 each.

It was noted that the Deloitte Haskins & Sells Foundation is matching employee donations to these two Fellowships on a one-for-one basis.

11. U. T. Austin: Acceptance of Gift and Pledge from Various Donors and Establishment of the Dr. Joe Thorne Gilbert Centennial Lectureship in Health Professions in the College of Natural Sciences and Eligibility for Matching Funds from The Centennial Teachers and Scholars Program.--Upon recommendation of the Land and Investment Committee, the Board accepted a \$10,000 gift and \$10,000 pledge from various donors and established the Dr. Joe Thorne Gilbert Centennial Lectureship in Health Professions in the College of Natural Sciences at The University of Texas at Austin. The pledge will be paid in full prior to August 31, 1985.

In accordance with the donors' wishes, the matching allocation from The Centennial Teachers and Scholars Program will be used to double the size of the endowment for the Lectureship.

12. U. T. Austin: Acceptance of Pledge from the Gulf Oil Foundation, Pittsburgh, Pennsylvania, to (a) Establish the Gulf Oil Foundation Centennial Professorship in Geology in the College of Natural Sciences, the Gulf Oil Foundation Centennial Teaching Fellowship in Petroleum Engineering, the Gulf Oil Foundation Centennial Teaching Fellowship in Chemical Engineering in the College of Engineering, and the Gulf Oil Foundation Centennial Fellowship in Business in the College of Business Administration and Eligibility for Matching Funds from The Centennial Teachers and Scholars Program to Establish Two Gulf Oil Foundation Centennial Fellowships in Engineering in the College of Engineering and a Second Gulf Oil Foundation Centennial Fellowship in Business in the College of Business Administration; and to (b) Increase the Endowment for the A. W. Walker Centennial Chair in Law in the School of Law and Eligibility for Matching Funds from The Centennial Teachers and Scholars Program.--The Board accepted a \$300,000 pledge from the Gulf Oil Foundation, Pittsburgh, Pennsylvania, and authorized the use of \$250,000 of the pledge to establish the Gulf Oil Foundation Centennial Professorship in Geology in the College of Natural Sciences with \$100,000, the Gulf Oil Foundation Centennial Teaching Fellowship in Petroleum Engineering in the College of Engineering with \$50,000, the Gulf Oil Foundation Centennial Teaching Fellowship in Chemical Engineering in the College of Engineering with \$50,000, and the Gulf Oil Foundation Centennial Fellowship in Business in the College of Business Administration with \$50,000, all at The University of Texas at Austin. The pledge will be paid in two installments of \$150,000 each in 1984 and 1985, with the final payment to be made prior to August 31, 1985.

The Board authorized that \$250,000 in matching funds from The Centennial Teachers and Scholars Program be allocated and the pledge matched, as received; and, in accordance with the donor's wishes, the matching allocation be used to double the endowment for the Gulf Oil Foundation Centennial Professorship in Geology, for a total endowment of \$200,000, and establish two Gulf Oil Foundation Centennial Fellowships in Engineering in the College of Engineering with \$50,000 each and a second Gulf Oil Foundation Centennial Fellowship in Business in the College of Business Administration with \$50,000.

Further, the remaining \$50,000 of the pledge will be added to the A. W. Walker Centennial Chair in Law in the School of Law via the Law School Foundation for a total endowment of \$550,000. The matching allocation from The Centennial Teachers and Scholars Program will be used to increase the endowment of the A. W. Walker Centennial Chair in the School of Law to \$575,000. The matching allocation will be held and administered by the U. T. Board of Regents under the terms of the previously executed irrevocable agreement with the Foundation dated March 31, 1983.

13. U. T. Austin: Acceptance of Gift of Securities and Pledge from Mr. Thos. H. Law, Fort Worth, Texas, and Establishment of the Thos. H. Law Centennial Professorship in Humanities in the College of Liberal Arts and Establishment of the Thos. H. Law Centennial Professorship in Law in the School of Law with Matching Funds from The Centennial Teachers and Scholars Program.--Approval was given to accept a gift of 1,000 shares of Gearhart Industries, Inc., common stock valued at \$25,187.50 and a \$74,812.50 pledge from Mr. Thos. H. Law, Fort Worth, Texas, a former member of the U. T. Board of Regents, and to establish the Thos. H. Law Centennial Professorship in Humanities in the College of Liberal Arts at The University of Texas at Austin. The pledge will be paid in full prior to August 31, 1985.

The Board authorized that the total gift and pledge, when received, be matched from The Centennial Teachers and Scholars Program and in accordance with the donor's wishes, the Thos. H. Law Centennial Professorship in Law in the School of Law be established.

14. U. T. Austin: Establishment of the Quincy Lee Centennial Professorship in Business in the College of Business Administration and the Graduate School of Business and Establishment of the Quincy Lee Centennial Professorship in Computer Science in the College of Natural Sciences with Matching Funds from The Centennial Teachers and Scholars Program.--At the request of The Business School Foundation (an external foundation), the Quincy Lee Centennial Professorship in Business in the College of Business Administration and the Graduate School of Business was established at The University of Texas at Austin in accordance with the Regents' Rules and Regulations. The funding for this Professorship (\$100,000) will be retained by The Business School Foundation and will be administered per the agreement with the Foundation and the U. T. Board of Regents.

The \$100,000 endowment will be matched from The Centennial Teachers and Scholars Program and used to establish the Quincy Lee Centennial Professorship in Computer Science in the Department of Computer Sciences, College of Natural Sciences. The matching allocation will be held and administered by the U. T. Board of Regents.

15. U. T. Austin: George W. Littlefield Professorship in American History in the College of Liberal Arts - Allocation of Matching Funds from The Centennial Teachers and Scholars Program and Establishment of the Eugene C. Barker Centennial Professorship in American History in the College of Liberal Arts and Acceptance of a Transfer from the Trustees of the Littlefield Fund for Southern History and Establishment of the George W. Littlefield Centennial Lectureship in American History in the College of Liberal Arts and Eligibility for Matching Funds from The Centennial Teachers and Scholars Program.-- Upon recommendation of the Land and Investment Committee, the Board authorized that \$200,000 in matching funds from The Centennial Teachers and Scholars Program, eligible for use from the transfer of \$200,000 from the Trustees of the Littlefield Fund for Southern History which established the George W. Littlefield Professorship in American History in the College of Liberal Arts at The University of Texas at Austin, be used to establish the Eugene C. Barker Centennial Professorship in American History in the College of Liberal Arts.

Approval was given to accept an additional transfer of \$50,000 from the Trustees of the Littlefield Fund for Southern History and to establish the George W. Littlefield Centennial Lectureship in American History in the Department of History, College of Liberal Arts, and to use the matching funds from The Centennial Teachers and Scholars Program to double the size of the endowment for the Lectureship.

See Page 53 for the initial appointment to the Eugene C. Barker Centennial Professorship in American History.

16. U. T. Austin: Acceptance of Pledge from the Meadows Foundation, Inc., Dallas, Texas, and Establishment of the Meadows Foundation Centennial Professorship in Architecture, Meadows Foundation Centennial Fellowship in Architecture, and Edwin E. Beran Centennial Lectureship in Architecture, All in the School of Architecture, and Establishment of the Meadows Foundation Centennial Professorship in the Quality of Life in the Rural Environment in the School of Social Work with Matching Funds from The Centennial Teachers and Scholars Program.--The Board, upon recommendation of the Land and Investment Committee, accepted a \$200,000 pledge from the Meadows Foundation, Inc., Dallas, Texas, and established the Meadows Foundation Centennial Professorship in Architecture with \$100,000, the Meadows Foundation Centennial Fellowship in Architecture with \$50,000, and the Edwin E. Beran Centennial Lectureship in Architecture with \$50,000, all in the School of

Architecture at The University of Texas at Austin.
The pledge will be paid in full in June 1983.

In accordance with the donor's wishes, the pledge, as received, will be matched from The Centennial Teachers and Scholars Program and used to establish the Meadows Foundation Centennial Professorship in the Quality of Life in the Rural Environment in the School of Social Work.

17. U. T. Austin: Marie Betzner Morrow Centennial Chair in the College of Natural Sciences - Acceptance of Gift of Securities from Mrs. Lorene Morrow Kelley, Edinburg, Texas, and Eligibility for Matching Funds from The Centennial Teachers and Scholars Program.-- Approval was given to accept a gift of 3,650 shares of Security State Bank, Pharr, Texas, common stock with a value of \$149,650 from Mrs. Lorene Morrow Kelley, Edinburg, Texas, for addition to the Marie Betzner Morrow Centennial Chair in the Department of Microbiology, College of Natural Sciences, at The University of Texas at Austin.

Further, authorization was given to match the gift from The Centennial Teachers and Scholars Program and to add the matching allocation to the endowment for the Chair which would then total \$809,300.

18. U. T. Austin: Acceptance of Gift of Securities and Pledge from an Anonymous Donor and Establishment of the Edward Randall, Jr., M.D. Centennial Professorship in Astronomy in the College of Natural Sciences and Establishment of the Harlan J. Smith Centennial Professorship in Astronomy in the College of Natural Sciences with Matching Funds from The Centennial Teachers and Scholars Program.-- Upon recommendation of the Land and Investment Committee, the Board accepted a gift of 325 shares of Teledyne Inc., common stock with a value of \$50,700 and a \$49,300 pledge from an anonymous donor and established the Edward Randall, Jr., M.D. Centennial Professorship in Astronomy in the Department of Astronomy, College of Natural Sciences, at The University of Texas at Austin. The pledge will be paid in full prior to August 31, 1985.

The gift and pledge, as received, will be matched from The Centennial Teachers and Scholars Program and the matching allocation will be used to establish the Harlan J. Smith Centennial Professorship in Astronomy in the Department of Astronomy, College of Natural Sciences.

19. U. T. Austin: Acceptance of Pledge from Mrs. E. E. Sheffield, Houston, Texas, and Establishment of the Minerva Reagan Centennial Professorship and the Anne Green Centennial Professorship in the School of Law and Establishment of the Fannie Copin Centennial Professorship and the House Centennial Professorship in Law in the School of Law with Matching Funds from The Centennial Teachers and Scholars Program.-- The Board, upon recommendation of the Land and Investment Committee, accepted a \$200,000 pledge from Mrs. E. E. Sheffield, Houston, Texas, and established the

Minerva Reagan Centennial Professorship and the Anne Green Centennial Professorship with \$100,000 each, both in the School of Law, at The University of Texas at Austin. The pledge will be fulfilled prior to August 31, 1985.

In accordance with the donor's wishes, the pledge, as received, will be matched from The Centennial Teachers and Scholars Program and the matching allocation will be used to establish the Fannie Copin Centennial Professorship and the House Centennial Professorship in Law, both in the School of Law.

20. U. T. Austin: Acceptance of Gifts and Pledge from Mr. William B. Blakemore II, Midland, Texas, the RGK Foundation, Austin, Texas, and Dr. and Mrs. George Kozmetsky, Austin, Texas, and Establishment of the Roland Gommel Roessner Centennial Professorship in Architecture in the School of Architecture and Establishment of the William B. Blakemore II Centennial Fellowship and the RGK Foundation Centennial Fellowship with Matching Funds from The Centennial Teachers and Scholars Program.--Approval was given to accept a \$50,000 pledge from Mr. William B. Blakemore II, Midland, Texas, a \$25,000 gift from the RGK Foundation, Austin, Texas, a \$25,000 gift from Dr. and Mrs. George Kozmetsky, Austin, Texas, and \$28,571.50 in previously reported gifts and \$1,137.50 in pledges from various donors for a total of \$129,709 and to establish the Roland Gommel Roessner Centennial Professorship in Architecture in the School of Architecture at The University of Texas at Austin.

Further, the Board authorized that the \$78,571.50 in gifts and \$51,137.50 in pledges, as received, be matched from The Centennial Teachers and Scholars Program and, in accordance with the donors' wishes, used to establish the William B. Blakemore II Centennial Fellowship and the RGK Foundation Centennial Fellowship with \$50,000 each. These Fellowships will be administered by the Institute of Constructive Capitalism.

The remaining \$29,709 in matching funds will be added to the endowment for the Roland Gommel Roessner Centennial Professorship in Architecture for a total endowment of \$159,418.

21. U. T. Austin: Earl Sheffield Centennial Professorship in Law - Redesignation of Use of Matching Funds from The Centennial Teachers and Scholars Program and Dissolution of the Second Earl Sheffield Centennial Professorship in Law in the School of Law.-- Upon recommendation of the Land and Investment Committee, the Board redesignated the \$100,000 matching allocation from The Centennial Teachers and Scholars Program, eligible for use from the establishment of the Earl Sheffield Centennial Professorship in Law in the School of Law at The University of Texas at Austin, to double the size of the endowment for that Professorship rather than establishing a second professorship.

The second Earl Sheffield Centennial Professorship in Law in the School of Law which had been previously established with the \$100,000 matching allocation from The Centennial Teachers and Scholars Program was dissolved.

22. U. T. Austin: Acceptance of Pledge from the Shell Companies Foundation, Inc., Houston, Texas, and Establishment of the Shell Companies Foundation Distinguished Chair in Geophysics in the College of Natural Sciences and Establishment of the Shell Companies Foundation Centennial Chair in Geophysics in the College of Natural Sciences with Matching Funds from The Centennial Teachers and Scholars Program.--The Board, upon recommendation of the Land and Investment Committee, accepted a \$750,000 pledge from the Shell Companies Foundation, Inc., Houston, Texas, and established the Shell Companies Foundation Distinguished Chair in Geophysics in the Department of Geological Sciences, College of Natural Sciences, at The University of Texas at Austin.

The \$750,000 pledge, as received, will be matched from The Centennial Teachers and Scholars Program and, in accordance with the donor's wishes, used to establish the Shell Companies Foundation Centennial Chair in Geophysics in the Department of Geological Sciences, College of Natural Sciences.

It was noted that the donor has requested a periodic review of both chairs to determine if endowment income continues to provide sufficient annual funding to support two prestigious chairs and if income is ever insufficient to support the two chairs, then both chairs should be combined to support one Shell Chair in Geophysics.

See Page 54 for the initial appointment to the Shell Companies Foundation Distinguished Chair in Geophysics.

23. U. T. Austin: (a) Acceptance of Gifts of Land in Austin, Travis County, Texas, and Pledge from Mr. C. B. Smith, Sr., Austin, Texas, and Ms. Johanna L. Smith, Austin, Texas, and Authorization to Establish One or More C. B. Smith, Sr. Centennial Chair(s) in United States - Mexico Relations and Eligibility for Matching Funds from The Centennial Teachers and Scholars Program, and (b) Walter Prescott Webb Chair in History - Designation of Use of Matching Funds from The Centennial Teachers and Scholars Program.--Approval was given to accept the gift of an undivided one-half interest in approximately 910,400 square feet of land in Austin, Travis County, Texas, from Mr. C. B. Smith, Sr., Austin, Texas, and a one-half interest in the same land from Ms. Johanna L. Smith, Austin, Texas, and a pledge of \$100,000 from Mr. Smith. The land is valued at approximately \$2,000,000.

The Board authorized the Office of the Chancellor and the U. T. Austin Administration to negotiate with the donors the establishment of one or more C. B. Smith, Sr. Centennial Chair(s) in United States - Mexico Relations at The University of

Texas at Austin. The endowments will be funded by the sale of the land and the pledge, and a specific proposal as to the number of chairs to be established and the disciplines to be involved will be submitted to the U. T. Board of Regents for approval via the Executive Committee.

The net proceeds from the sale of the land and the pledge, when received, will be matched from The Centennial Teachers and Scholars Program and, in accordance with the donors' wishes, will be added to the endowment(s) of the chair(s) to be established.

Further, the Board authorized that \$300,000 of the \$315,000 previously approved matching allocation for gifts to the Walter Prescott Webb Chair in History be designated for addition to the C. B. Smith, Sr. Centennial Chair(s) in United States - Mexico Relations and that the remaining \$15,000 of that allocation be designated for addition to the Jean Andrews Smith Centennial Visiting Professorship in Human Nutrition in the Department of Home Economics, College of Natural Sciences.

See Item 24 below for the establishment of the Jean Andrews Smith Centennial Visiting Professorship in Human Nutrition.

24. U. T. Austin: Acceptance of Gift and Pledge from Dr. Jean Andrews Smith, Austin, Texas, and Establishment of the Jean Andrews Smith Centennial Visiting Professorship in Human Nutrition in the College of Natural Sciences and Establishment of the Jean Andrews Smith Centennial Visiting Professorship in Tropical and Economic Botany in the College of Natural Sciences with Matching Funds from The Centennial Teachers and Scholars Program.-- Upon recommendation of the Land and Investment Committee, the Board accepted a \$25,000 gift and a \$25,000 pledge from Dr. Jean Andrews Smith (Mrs. C. B. Smith, Sr.), Austin, Texas, and established the Jean Andrews Smith Centennial Visiting Professorship in Human Nutrition in the Department of Home Economics, College of Natural Sciences, at The University of Texas at Austin. The pledge will be paid in full in August 1983.

In accordance with the donor's wishes, the gift and pledge, as received, will be matched from The Centennial Teachers and Scholars Program and used to establish the Jean Andrews Smith Centennial Visiting Professorship in Tropical and Economic Botany in the Department of Botany, College of Natural Sciences.

See Item 23 for an additional allocation to the Jean Andrews Smith Centennial Visiting Professorship in Human Nutrition.

25. U. T. Austin: Acceptance of Gifts from the Edward R. Hudson Trust, Fort Worth, Texas, Dr. George C. Morris, Houston, Texas, and Mr. James W. McCartney, Houston, Texas, and Establishment of the Alexander Watkins Terrell Centennial Lectureship in the School of Law and Eligibility for Matching Funds from The Centennial Teachers and Scholars Program.--The Board, upon recommendation of the Land and Investment Committee, accepted a \$10,000 gift from the Edward R. Hudson Trust, Fort Worth, Texas, a \$5,000 gift from Dr. George C. Morris, Houston, Texas, and a gift of 200 shares of Louisiana Pacific common stock valued at \$5,650 from Mr. James W. McCartney, Houston, Texas, for a total of \$20,650, and established the Alexander Watkins Terrell Centennial Lectureship in the School of Law at The University of Texas at Austin.

The gifts will be matched from The Centennial Teachers and Scholars Program and used to double the size of the endowment for the Lectureship.

26. U. T. Austin: Acceptance of Gift of Real Estate in Brewster County, Texas, from Dr. and Mrs. Gerard de Vaucouleurs, Austin, Texas, and Establishment of the Texas Centennial Lectureship in Astronomy and Astrophysics in the College of Natural Sciences and Eligibility for Matching Funds from The Centennial Teachers and Scholars Program.--Approval was given to accept a gift of 160 acres of land out of Section Ninety-Two (92), Block Nine (9), H. & T. C. Ry. Company Original Grantee, Brewster County, Texas, and the improvements thereon from Dr. and Mrs. Gerard de Vaucouleurs, Austin, Texas, and to establish the Texas Centennial Lectureship in Astronomy and Astrophysics in the Department of Astronomy, College of Natural Sciences, at The University of Texas at Austin with the proceeds from the sale of the land. The appraised value of the property and improvements is approximately \$35,000.

The net proceeds from the sale of the land, when realized, will be matched from The Centennial Teachers and Scholars Program and the matching allocation will be used to double the size of the endowment for the Lectureship.

27. U. T. Austin: Acceptance of Gifts and Pledges from Mr. Malcolm Brachman, Dallas, Texas, Mr. Otto K. Wetzels, Dallas, Texas, Mr. Rex Baker, Jr., Houston, Texas, Ms. Anne Dickson, Dallas, Texas, and Establishment of the Beatrice M. Tinsley Centennial Visiting Professorship in Astronomy in the College of Natural Sciences and Eligibility for Matching Funds from The Centennial Teachers and Scholars Program.--Upon recommendation of the Land and Investment Committee, the Board accepted a \$10,000 gift from Mr. Malcolm Brachman, Dallas, Texas, a gift of 500 shares of Clorox Company common stock valued at \$14,625 from Mr. Otto K. Wetzels, Dallas, Texas, a \$4,000 gift and a \$6,000 pledge from Mr. Rex Baker, Jr., Houston, Texas, a \$10,000 pledge from Ms. Anne Dickson, Dallas, Texas, and \$52,125 in pledges from various donors and established the

Beatrice M. Tinsley Centennial Visiting Professorship in Astronomy in the Department of Astronomy, College of Natural Sciences, at The University of Texas at Austin. Additional funding in the amount of \$3,250 from various donors has been received and reported in the institutional small gifts report, for a total endowment of \$100,000. The pledges will be paid in full prior to August 31, 1985.

The gifts and pledges, as received, will be matched from The Centennial Teachers and Scholars Program and used to double the size of the endowment for the Professorship.

28. U. T. Austin: Establishment of the Bernard J. Ward Centennial Professorship in Law in the School of Law and Eligibility for Matching Funds from The Centennial Teachers and Scholars Program.--At the request of the Law School Foundation (an external foundation), the Bernard J. Ward Centennial Professorship in Law in the School of Law was established at The University of Texas at Austin in accordance with the Regents' Rules and Regulations. The funding for this Professorship (\$100,000) will be retained by the Law School Foundation and will be administered per the agreement between the Foundation and the U. T. Board of Regents.

The matching allocation in the amount of \$100,000 from The Centennial Teachers and Scholars Program will be used to double the size of the endowment for the Professorship. The matching allocation will be held and administered by the U. T. Board of Regents.

29. U. T. Austin: Establishment of the Lewis N. White Centennial Visiting Professorship in Law in the School of Law and Establishment of the Leroy Jeffers Centennial Visiting Professorship in Law in the School of Law with Matching Funds from The Centennial Teachers and Scholars Program.--At the request of the Law School Foundation (an external foundation), the Lewis N. White Centennial Visiting Professorship in Law was established in the School of Law at The University of Texas at Austin in accordance with the Regents' Rules and Regulations. The funding for this Visiting Professorship (\$50,000) will be retained by the Law School Foundation and will be administered per the agreement between the Foundation and the U. T. Board of Regents.

The matching allocation in the amount of \$50,000 from The Centennial Teachers and Scholars Program will be used to establish the Leroy Jeffers Centennial Visiting Professorship in Law in the School of Law in honor of Mr. John Leroy Jeffers, deceased, a former member and chairman of the U. T. Board of Regents. The matching allocation will be held and administered by the U. T. Board of Regents.

30. U. T. Austin: Acceptance of Gift from Mr. William S. Bailey, Jr., Houston, Texas, and Establishment of the Beverly Thompson Bailey Centennial Memorial Scholarship Fund in the College of Liberal Arts.--The Board, upon recommendation of the Land and Investment Committee, accepted a gift of \$10,000 from Mr. William S. Bailey, Jr., Houston, Texas, and established the Beverly Thompson Bailey Centennial Memorial Scholarship Fund in the College of Liberal Arts at The University of Texas at Austin.

The income from the endowment will be used to grant scholarships to undergraduate students enrolled in the College of Liberal Arts on the basis of scholarship and need.

31. U. T. Austin: Acceptance of Gift from The Peat, Marwick, Mitchell Foundation, New York, New York, and Establishment of the Terrell Blodgett Endowment for Government Services in Urban Management and Finance in the Lyndon B. Johnson School of Public Affairs.--Approval was given to accept a gift of \$23,000 from The Peat, Marwick, Mitchell Foundation, New York, New York, and to establish the Terrell Blodgett Endowment for Government Services in Urban Management and Finance in the Lyndon B. Johnson School of Public Affairs at The University of Texas at Austin. Additional funding in the amount of \$3,658.68 from various donors has been received and will be reported in the institution's small gifts report, for a total endowment of \$26,658.68.

Income from the endowment will be used to assist second year students enrolled in the Lyndon B. Johnson School of Public Affairs who are interested in government service in urban management and finance and for research assistance for faculty involved in this area.

32. U. T. Austin: Acceptance of Gift from Mr. Courtney J. Evers, Borger, Texas, and Matching Corporate Funds from Phillips Petroleum Foundation, Inc., Bartlesville, Oklahoma, and Establishment of the Courtney J. Evers Centennial Endowed Presidential Scholarship in Chemical Engineering in the College of Engineering.--Upon recommendation of the Land and Investment Committee, the Board accepted a \$25,000 gift from Mr. Courtney J. Evers, Borger, Texas, and matching corporate funds from Phillips Petroleum Foundation, Inc., Bartlesville, Oklahoma, in the amount of \$6,000 and established the Courtney J. Evers Centennial Endowed Presidential Scholarship in Chemical Engineering in the Department of Chemical Engineering, College of Engineering, The University of Texas at Austin.

Income from the endowment will be used to grant scholarships to students enrolled in the Department of Chemical Engineering.

33. U. T. Austin: Acceptance of Gift from Benjamin and Dorothy Fruchter, Austin, Texas, and Establishment of the Benjamin and Dorothy Fruchter Centennial Award for Excellence in Educational Psychology Research at the Doctoral Level in the College of Education.--The Board accepted a \$10,000 gift from Benjamin and Dorothy Fruchter, Austin, Texas, and established

the Benjamin and Dorothy Fruchter Centennial Award for Excellence in Educational Psychology Research at the Doctoral Level in the Department of Educational Psychology, College of Education, at The University of Texas at Austin.

Income from the endowment will be used to make annual awards for excellence in research completed while the awardee is a graduate student in the doctoral program in the Department of Educational Psychology.

34. U. T. Austin: Acceptance of Gift from Miss Hettie Page Garwood, Spicewood, Texas, and Establishment of the Garwood Centennial Endowed Scholarship in Art Song Performance in the College of Fine Arts.-- Upon recommendation of the Land and Investment Committee, the Board accepted a \$10,000 gift from Miss Hettie Page Garwood, Spicewood, Texas, and established the Garwood Centennial Endowed Scholarship in Art Song Performance in the Department of Music, College of Fine Arts at The University of Texas at Austin.

Income will provide an annual scholarship for deserving voice majors or applicants to the voice major program in the Department of Music.

35. U. T. Austin: Establishment of the Student Council Endowed Teaching Award in the College of Liberal Arts.--Approval was given to establish the Student Council Endowed Teaching Award in the College of Liberal Arts at The University of Texas at Austin with \$26,000 in previously reported gifts from various donors.

Income from the endowment will be used to recognize annually a member of the College of Liberal Arts faculty for outstanding performance in the area of teaching.

36. U. T. El Paso: Charles and Betty Belding Memorial Scholarship Fund - Deletion of Restriction on Field of Study of Recipients.--Upon recommendation of the Land and Investment Committee, the Board authorized that the Charles and Betty Belding Memorial Scholarship Fund at The University of Texas at El Paso be administered without restriction as to the field of study of the students receiving such scholarships.

37. U. T. El Paso: Acceptance of Gift from the Davidson Family Charitable Foundation, Fort Worth, Texas, and Establishment of the Davidson Family Charitable Foundation Presidential Endowed Scholarship Fund.-- The Board accepted a \$25,000 gift from the Davidson Family Charitable Foundation, Fort Worth, Texas, and established the Davidson Family Charitable Foundation Presidential Endowed Scholarship Fund at The University of Texas at El Paso.

Income earned from the endowment fund will be used to provide a four-year scholarship of approximately \$1,500 per year, renewable annually, to outstanding undergraduate students at U. T. El Paso in accordance with the Presidential Endowed Scholarship Program.

38. U. T. El Paso: Acceptance of Gift from Houston Endowment, Inc., Houston, Texas, and Establishment of the Houston Endowment, Inc. Presidential Endowed Scholarship Fund.--The Board, upon recommendation of the Land and Investment Committee, accepted a \$25,000 gift from Houston Endowment, Inc., Houston, Texas, and established the Houston Endowment, Inc. Presidential Endowed Scholarship Fund at The University of Texas at El Paso.

Income earned from the endowment fund will be used to provide a four-year scholarship of approximately \$1,500, renewable annually, to outstanding undergraduate students at U. T. El Paso in accordance with the Presidential Endowed Scholarship Program.

39. U. T. Tyler: Acceptance of Gift and Pledge from Mr. and Mrs. Richard L. Summers, Tyler, Texas, and Establishment of the R. L. Summers Presidential Endowed Scholarship.--Approval was given to accept an \$8,333.33 gift and \$16,666.67 pledge from Mr. and Mrs. Richard L. Summers, Tyler, Texas, and to establish the R. L. Summers Presidential Endowed Scholarship at The University of Texas at Tyler. The pledge will be completed over a two-year period to meet the \$25,000 requirement for a presidential endowed scholarship.

Income earned from the endowment fund will be used to award annual scholarships to outstanding students at U. T. Tyler in accordance with the Presidential Endowed Scholarship Program.

40. U. T. Health Science Center - Dallas (U. T. Southwestern Medical School - Dallas): Establishment of the George L. MacGregor Professorship in Pediatrics.--At the request of The Southwestern Medical Foundation (an external foundation), the George L. MacGregor Professorship in Pediatrics was established at the U. T. Southwestern Medical School - Dallas of The University of Texas Health Science Center at Dallas in accordance with the Regents' Rules and Regulations. The funding for this Professorship (\$100,000) will be retained by The Southwestern Medical Foundation and will be administered per the letter dated May 9, 1983, to Dr. Mullins from Dr. Sprague.

41. U. T. Health Science Center - Houston (U. T. Medical School - Houston): John H. Freeman Fund - Designation of Use of Funds to Establish the Kraft W. Eidman Development Board Professorship in the Medical Sciences, the Emma Sue Hightower Development Board Professorship in the Medical Sciences, the Edward Randall, III Professorship in the Medical Sciences, and the Mary W. Kelsey Professorship in the Medical Sciences.--Upon recommendation of the Land and

Investment Committee, the Board designated the use of previously accepted funds from the John H. Freeman Fund in the amount of \$400,000 to establish endowed academic positions at the U. T. Medical School - Houston of The University of Texas Health Science Center at Houston, with disciplines to be specified when incumbents are approved for appointment, as follows:

Kraft W. Eidman Development Board
Professorship in the Medical Sciences \$100,000

Emma Sue Hightower Development Board
Professorship in the Medical Sciences 100,000

Edward Randall, III Professorship in
the Medical Sciences 100,000

Mary W. Kelsey Professorship in the
Medical Sciences 100,000

The John H. Freeman Fund was established by the U. T. Board of Regents at its meeting on July 20-21, 1972, with an unrestricted \$800,000 grant from the M. D. Anderson Foundation, Houston, Texas.

42. U. T. Health Science Center - Houston (U. T. Medical School - Houston): Acceptance of Gift of Real Estate in Walker County, Texas (Lot 15, Block 8, Riverside Harbor Subdivision, Ethan Allen League, Abstract No. 1), from Mr. and Mrs. Charles E. Leslie, Houston, Texas.-- Approval was given to accept a gift of Lot 15, Block 8, Riverside Harbor Subdivision, Ethan Allen League, Abstract No. 1, Walker County, Texas, valued at approximately \$5,000 from Mr. and Mrs. Charles E. Leslie, Houston, Texas, for the U. T. Medical School - Houston of The University of Texas Health Science Center at Houston.

In accordance with the donors' wishes, the net proceeds from the sale of this lot will be used, at the discretion of the Chief of the Division of Cardiology, for scholarships, research or any other purpose which furthers the mission of the U. T. Medical School - Houston.

43. U. T. Cancer Center (U. T. M. D. Anderson Hospital - Houston): Establishment of the John G. and Marie Stella Kenedy Foundation Chair.--The Board, upon recommendation of the Land and Investment Committee, established the John G. and Marie Stella Kenedy Foundation Chair at U. T. M. D. Anderson Hospital - Houston of The University of Texas System Cancer Center with a previously accepted grant of \$500,000, plus \$9,233.79 accrued interest, from the John G. and Marie Stella Kenedy Memorial Foundation, Alice, Texas, for a total endowment of \$509,233.79.

It was noted that although the U. T. Cancer Center now has these funds, litigation involving the Foundation (Christopher Gregory v. Thomas J. Drury, et al) could result in the U. T. Cancer Center having to return the money to the Foundation.

It is anticipated that this Chair will be held by a medical oncologist in the Division of Medicine.

B. REAL ESTATE MATTERS

1. U. T. Austin: Tom Slick Memorial Trust - Authorization for Sale of Undivided Interest in Real Estate in Starr County, Texas, to Mr. Earl F. Slick and the Betty Slick Moorman Trust, San Antonio, Texas.-- Upon recommendation of the Land and Investment Committee, the Board authorized the sale of the University's undivided 0.92592% interest in 8,922.74 acres of land in Starr County, Texas (Tom Slick Memorial Trust - The University of Texas at Austin), to Mr. Earl F. Slick and the Betty Slick Moorman Trust, both of San Antonio, Texas, for \$35,658 cash.

The Board of Regents of the Texas A&M University System has already approved the sale of its 0.69444% interest in this property which is "mineral classified." The State of Texas owns the mineral interest and has the right to lease these minerals.

2. U. T. Medical Branch - Galveston: Robertson-Poth Charitable Remainder Trust #2 - Authorization for Sale of Land in Galveston County, Texas (Lot 59, Section 1, Spanish Grant Subdivision), to Mr. and Mrs. Michael E. Schmidt, Galveston, Texas.--Approval was given to sell Lot 59, Section 1, Spanish Grant Subdivision, Galveston, Galveston County, Texas, (Robertson-Poth Charitable Remainder Trust #2 - The University of Texas Medical Branch at Galveston), to Mr. and Mrs. Michael E. Schmidt, Galveston, Texas, for \$12,000 cash with 10% real estate commission payable to Pomeroy Realtors, Inc.
3. U. T. Medical Branch - Galveston (U. T. Medical School - Galveston): Paul R. Stalnaker, M.D. Fund - Authorization for Oil and Gas Lease on Undivided Interest in the Stephen F. Austin League No. 3, Abstract No. 3, Wharton County, Texas, to Iberia Petroleum Company, Houston, Texas.--The Board, upon recommendation of the Land and Investment Committee, authorized an oil and gas lease covering an undivided 20% interest in 50 acres of land in the Stephen F. Austin League No. 3, Abstract No. 3, Wharton County, Texas (Paul R. Stalnaker, M.D. Fund - U. T. Medical School - Galveston of The University of Texas Medical Branch at Galveston), to Iberia Petroleum Company, Houston, Texas. The lease provides for a bonus of \$100 per net mineral acre, 1/4 royalty, annual delay rentals of \$10 per acre, and a term of three years.

C. OTHER MATTERS

U. T. Austin: Progress Report on The Centennial Teachers and Scholars Program.--At the request of Regent Richards, President Flawn commented that the Administration at The University of Texas at Austin continues to be overwhelmed by the success of The Centennial Teachers and Scholars Program. He indicated that since April 1983 the total number of endowed positions had been increased by 53--4 chairs, 29 professorships and 20 lectureships and fellowships--thus increasing the total number of endowed positions at U. T. Austin to 510--69 chairs, 291 professorships and 150 lectureships and fellowships for a total of \$35,447,704. President Flawn indicated that U. T. Austin now has enough endowed positions for over 25% of the faculty.

Further, President Flawn noted that there are now 24 positions in the pipeline--3 chairs, 11 professorships and 10 lectureships and fellowships.

EXECUTIVE SESSION OF THE BOARD OF REGENTS

Chairman Newton reported that the Board had met in Executive Session in Room M 2.104C of the Skillern Student Union Building on Thursday afternoon (June 16) following the meeting of the Standing Committees and continued its meeting on Friday morning (June 17) 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 1. The following action was taken:

1. U. T. Health Science Center - San Antonio: Settlement of Litigation - Riley Kyle.--Vice-Chairman Briscoe moved that Chancellor Walker and President Harrison of The University of Texas Health Science Center at San Antonio, in cooperation with the Office of General Counsel, be authorized to settle the lawsuit filed by Riley Kyle in accordance with the proposal presented in Executive Session. Regent Hay seconded the motion which carried by unanimous vote.
2. U. T. System: Authorization to Lease Permanent University Fund Lands in Pecos County, Texas, to Gill-Richter-Cordier, Inc., a Texas Corporation, for Operation of a Commercial Vineyard and Winery and Approval for Chairman to Sign Lease Agreement.--Regent Milburn moved that the Board approve the proposal of Gill-Richter-Cordier, Inc., a Texas corporation, to lease and operate a commercial wine grape vineyard and an associated winery on Permanent University Fund Lands in Pecos County, Texas, and that Chairman Newton be authorized to sign the Lease Agreement that was considered by the Board in Executive Session after the Lease Agreement has been revised to reflect the changes agreed upon in Executive Session and has been finally reviewed by Chairman Newton. Regent Hay seconded the motion which prevailed by unanimous vote.
3. U. T. System: Approval of and Authorization for Chairman to Sign Lease Agreement with Mr. Richardson Gill for Harvesting and Purchasing 1983 Grape Crop on Permanent University Fund Lands in Pecos County, Texas.--Regent Milburn moved that the Board approve, and authorize Chairman Newton to sign, the Lease Agreement with Mr. Richardson Gill that was considered in Executive Session, leasing the commercial vineyard acreage in Pecos County, Texas, to Mr. Gill for the months of July and August 1983, for the purpose of harvesting the 1983 wine grape crop and also selling such crop to Mr. Gill for the consideration stated in the lease. The motion was duly seconded and prevailed without objection.
4. U. T. System: Dr. James P. Duncan Appointed Executive Vice Chancellor for Academic Affairs Ad Interim Effective Immediately and Statement by Chairman Newton.--Vice-Chairman Baldwin moved that Dr. James P. Duncan, currently the Executive Assistant to the Chancellor and Executive Director in the Office of the Chancellor, be appointed Executive Vice Chancellor for Academic Affairs ad interim effective immediately at a salary to be negotiated with Chairman Newton and approved by the Board through the usual budgetary process. Regent Richards seconded the motion which carried by unanimous vote.

Chairman Newton stated that with the appointment of Dr. Duncan as Executive Vice Chancellor for Academic Affairs ad interim, it is the intent of the Board that his tenure in that position shall be used to strongly continue the momentum begun under Dr. Jordan toward effective strategic and academic planning. He noted that the Board has no wish for this interim period to be concerned only with housekeeping matters. Instead it expects Dr. Duncan to fulfill the responsibilities of his office as set forth in the Regents' Rules and Regulations and anticipates that he will have the full and complete cooperation of both System and Component Administrations in the effective discharge of those responsibilities.

On behalf of the Board, Chairman Newton wished Dr. Duncan well in his new assignment.

REPORT OF BOARD FOR LEASE OF UNIVERSITY LANDS

Chairman Newton reported that Regent Powell had been elected Chairman of the Board for Lease of University Lands at its meeting on May 31, 1983. He recognized Regent Powell, Chairman of the Board for Lease, who submitted the following report:

Report

The Board for Lease of University Lands met in Austin, Texas, on May 31, 1983, for the purpose of reorganizing and conducting its regular business.

The Board now has two new members, Land Commissioner Garry Mauro and Regent Mario Yzaguirre, and Commissioner Mauro was selected Vice Chairman.

Other than routine matters that were considered by the Board, the staff has been requested to make a study to determine whether there has been adequate development on old oil and gas leases issued prior to 1930.

Approval was given for a settlement with Gulf Oil Company for additional royalty payments of \$693,000. This settlement will be considered by the U. T. Board of Regents at its August meeting.

The Board is considering holding an oil and gas lease sale in late November or early December, and a decision on this matter will be made by the Board for Lease at its next meeting.

OTHER MATTERS

1. U. T. Board of Regents: Statement by Chairman Jon P. Newton and Appointment of Special Committee on the Permanent University Fund.--Chairman Newton made the following statement and appointed a Special Committee on the Permanent University Fund:

Assuming its adoption by the voters in November 1984, the Permanent University Fund/College Construction Fund Constitutional Amendment will expand significantly the responsibilities of the Board of Regents of The University of Texas System.

The setting of priorities, the allocation of resources, the definition of clear roles and missions for each System component, and careful linkage of resource allocations to coherent long-term planning in pursuit of academic excellence at each of our institutions--always important in the theoretical sense to the proper execution of Regental responsibilities--will become absolutely vital to enlightened decision making by the Board of Regents under the provisions of the proposed Constitutional Amendment.

Subsequent to the Amendment's adoption, the Board will be responsible for utilizing generous but limited resources to:

- a. nurture the maintenance and development of The University of Texas at Austin as a university of the first class and of worldwide rank; and
- b. provide facilities construction, library and equipment enhancement and the repair and renovation of existing facilities at each of the other components of The University of Texas System, with a view:
 - (1) to assuring adequate facilities for development of academic excellence at each component; and
 - (2) to assisting in the maintenance of first class health professions education and medical care at each of the System's medical components.

Under the Amendment's provisions, these objectives are to be achieved from the expanded bonding capacity of the Permanent University Fund (to be increased from 20% to 30% of the total corpus of the fund) and, in the case of The University of Texas at Austin, from continued use of the Available Fund to the extent that it exceeds related debt service under the expanded bonding capacity.

In view of the obvious implications of the Amendment and in anticipation of its becoming effective in November 1984, I am today appointing a special committee of the Board of Regents chaired by Regent Hay and with Regent Baldwin, Regent Milburn, Regent Rhodes and Regent Briscoe as the other members, and charging that committee:

- a. to review in depth the resources and income of the Permanent University Fund, projected by fiscal year from August 31, 1983 to August 31, 1993;

- b. to project resources based on that review which will be available to The University of Texas System from PUF bond financing and from the Available Fund (after projected debt service) for:
 - (1) academic enrichment at The University of Texas at Austin;
 - (2) construction, repair, remodeling and renovation throughout the System; and
 - (3) library and equipment enhancement at components other than The University of Texas at Austin;
- c. to review in depth the long-range plans of each of the System's components, with a view to determining, in priority order, the capital requirements of each component, projected in detail for the five years ending August 31, 1988, and in general for the five years thereafter;
- d. to review in depth with each component possible alternative sources of funding to satisfy a portion of its capital requirements, projected over the same ten-year period;
- e. to prepare a composite presentation, for review by the Board in November 1984, setting forth in comparative form projected resources and related demand for those resources, again projected to August 31, 1993; and
- f. to recommend to the Board, again in November 1984, an appropriate process or procedure through which the Board might reasonably:
 - (1) set priorities for funding at each component institution and among the various component institutions; and
 - (2) relate the reality of limited resources to the roles, scopes and missions--as previously defined and currently evolving--of the respective component institutions.

Chairman Newton wished Regent Hay and the other members of the committee well in this most important responsibility.

2. U. T. Board of Regents: Resolution of Appreciation to Dr. Bryce Jordan, Executive Vice Chancellor for Academic Affairs.--Vice-Chairman Baldwin read and presented the following resolution of appreciation to Dr. Bryce Jordan, Executive Vice Chancellor for Academic Affairs of The University of Texas System:

RESOLUTION OF APPRECIATION

WHEREAS, Dr. Bryce Jordan has served with great effectiveness and distinction as Chairman of the Department of Music, Vice President for Student Affairs and President ad interim of The University of Texas at Austin, President of The University of Texas at Dallas and Executive Vice Chancellor for Academic Affairs of The University of Texas System;

WHEREAS, In all of these positions Dr. Jordan has been most ably assisted and complemented by his charming wife, Jonelle; and

WHEREAS, Dr. Jordan has elected to continue his leadership in higher education as President of Pennsylvania State University; now, therefore, be it

RESOLVED, That the Board of Regents expresses its heartfelt appreciation to Jonelle and Bryce for their dedicated service and wise counsel in the affairs of The University of Texas System; and be it

RESOLVED, That the Board of Regents attests to the exceptional ability, high loyalty and professional integrity of Dr. Jordan; and, be it further

RESOLVED, That the original of this Resolution be presented to Dr. and Mrs. Bryce Jordan as a token of the esteem and gratitude of the Board of Regents of The University of Texas System, and that a copy be spread upon the Minutes of this meeting so that those who come in the future will be aware of their invaluable service.

Adopted by unanimous vote this 17th day of June 1983

Board of Regents
of
The University of Texas System
(signed by all members of the Board)

SCHEDULED MEETING.--Chairman Newton announced that the next meeting of the U. T. Board of Regents would be held in Austin, Texas, on August 11-12, 1983.

ADJOURNMENT.--There being no further business, the meeting was adjourned at 1:00 p.m.


Arthur H. Dilly
Executive Secretary

June 22, 1983