

Meeting No. 786

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

PART ONE

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and
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Office of the Chancellor

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August 12-13, 1982

San Antonio, Texas

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MEETING NO. 786

THURSDAY, AUGUST 12, 1982.--The members of the Board of Regents of The University of Texas System convened in regular session at 1:10 p. m. on Thursday, August 12, 1982, in Room 1.208 of the Nursing School Building at The University of Texas Health Science Center at San Antonio, San Antonio, Texas, with the following in attendance:

ATTENDANCE.--

<u>Present</u>	<u>Absent</u>	FILE NO. <u>T-5</u>
Chairman Powell, presiding		DOCUMENT <u> </u>
Vice-Chairman Fly		REMARKS <u> </u>
Vice-Chairman Rhodes		
Regent (Mrs.) Blumberg		
Regent (Mrs.) Briscoe		
Regent Hay		
Regent (Mrs.) Milburn		
Regent Newton		
Regent Richards		

Executive Secretary Dilly

Chancellor Walker
Executive Vice Chancellor Jordan
Executive Vice Chancellor Mullins

Chairman Powell announced a quorum present and called the meeting to order. He stated that the Board had a special item to consider before recessing for the meetings of the Standing Committees and called on Vice Chancellor Boyd for a report on the sealed bid sale of sulphur leases on Permanent University Fund Lands in Pecos County, Texas.

PERMANENT UNIVERSITY FUND: APPROVAL OF SULPHUR LEASES TO HIGHEST BIDDER (TEXASGULF, INC., GOLDEN, COLORADO) ON FOUR TRACTS OF PERMANENT UNIVERSITY FUND LANDS CONTAINING APPROXIMATELY 2,430 ACRES IN PECOS COUNTY, TEXAS.--

Vice Chancellor Boyd reported that of the 10 tracts offered in the sealed bid sale for sulphur leases covering approximately 6,665 acres of Permanent University Fund Lands in Pecos County, Texas, bids were received on 4 of the tracts. The bids were opened on August 10, 1982, and a tabulation thereof was distributed at the meeting.

Upon motion of Regent Hay, seconded by Regent Richards, the Board approved the sale of sulphur leases on approximately 2,430 acres of Permanent University Fund Lands to the highest bidder, Texasgulf, Inc., Golden, Colorado, as set forth below:

<u>Tract</u>	<u>Acres</u>	<u>Amount</u>
1	659.780 ±	\$24,750
2	659.780 ±	24,750
9	534.400	21,400
10	576.800	23,100
	2,430.760 ±	\$94,000

On these tracts, the per acre average price was \$38.67. It was reported that no bids were received on the remaining 4,235 acres.

RECESS FOR COMMITTEE MEETINGS.--Chairman Powell 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 as authorized by law.

At 4:20 p.m., the Board reconvened in open session and immediately thereafter recessed to meet in Executive Session in Room 1.202 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. System: Potential Litigation Related to the Permanent University Fund
2. Land Acquisition, Purchase, Exchange, Lease or Value of Real Property and Negotiated Contracts for Prospective Gifts or Donations - Section 2(f)
3. Personnel Matters [Section 2(g)] Relating to Appointment, Employment, Evaluation, Assignment, Duties, Discipline, or Dismissal of Officers or Employees
 - a. U. T. Board of Regents: Assignment of Duties of Officers and Employees of the Office of Facilities Planning and Construction
 - b. U. T. Board of Regents - Regents' Rules and Regulations, Part One: Amendments to Chapter II Effective September 1, 1982; Authorization for Executive Secretary to Make Editorial Changes Therein and Discharge of System Management Review Committee

* * * * *

Friday, August 13, 1982

The Board reconvened in open session at 9:00 a.m. on Friday, August 13, 1982, at the same place and with the same attendance as at the meeting on Thursday, August 12.

WELCOME AND REPORT BY FRANK HARRISON, M.D., PRESIDENT OF THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT SAN ANTONIO.--On behalf of the U. T. Board of Regents, Chairman Powell expressed appreciation to Dr. Frank Harrison, President of The University of Texas Health Science Center at San Antonio, for the very informative tour which the Regents had taken on Thursday morning (August 12) and the very pleasant social event which he and the Development Board had hosted the previous evening. He then recognized Dr. Harrison, President of the host institution for this meeting.

FILE NO. 19
DOCUMENT
REMARKS

On behalf of the faculty, staff and students of the U. T. Health Science Center - San Antonio, President Harrison welcomed the members of the Board and other guests to San Antonio. With the aid of slides, he briefly reviewed the institution's physical growth on the 100-acre site within the South Texas Medical Center and outlined some of the academic programs and the people involved with them. He presented an overview of student enrollment, faculty recruitment efforts, research programs and the interinstitutional programs and affiliations. President Harrison emphasized the Health Science Center's future needs for new equipment to replace worn out or obsolete equipment and for faculty office and laboratory space.

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

U. T. BOARD OF REGENTS: APPROVAL OF MINUTES OF REGULAR MEETING ON JUNE 10-11, 1982.-- Upon motion of Regent Blumberg, seconded by Regent Hay, the Minutes of the regular meeting of the Board of Regents of The University of Texas System held on June 10-11, 1982, in Port Aransas, Texas, were approved as distributed by Executive Secretary Dilly. The official copy of these Minutes is recorded in the Permanent Minutes, Volume XXIX, Pages 3105-3840.

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

Attendance

FILE NO. 1-5
DOCUMENT
REMARKS

U. T. Arlington

President Nedderman introduced:

Faculty Representative:	Dr. Bill Pinney, Chairman Faculty Senate
Student Representative:	Mr. Rickie Windle, Contributing Editor, Student Publications

U. T. Austin

President Flawn introduced:

Faculty Representative:	Dr. G. Karl Galinsky, Chairman Faculty Senate
Student Representatives:	Ms. Julie Tindall, President Senior Cabinet Mr. Mark Stutz, News Editor <u>The Daily Texan</u>

U. T. Dallas

President Rutford introduced:

Faculty Representative:	Dr. Dennis Kratz, Speaker of the Faculty
Student Representative:	Mr. Mike Sullins, President Student Government

U. T. El Paso

President Monroe introduced:

Faculty Representative:

Dr. James M. Day, Professor of English and Chairman of the Faculty Senate

U. T. San Antonio

President Wagener introduced:

Faculty Representative:

Dr. Thomas Hester, Director Center for Archaeological Research

Student Representative:

Ms. Sandra Nobile, Vice President Student Representative Assembly

U. T. Tyler

President Hamm introduced:

Faculty Representative:

Dr. Evelyn Sowell, President Faculty Senate

Student Representative:

Mrs. Lisa Axum, Member Student Association

U. T. Galveston Medical Branch

President Levin introduced:

Faculty Representative:

Virginia Rahr, R.N., Ed.D. Associate Professor, U. T. Galveston Nursing School

Student Representative:

Margaret Murphy, R.N., Semester 3, Nursing Student

U. T. Health Science Center - San Antonio

President Harrison introduced:

Faculty Representative:

Dr. Roger J. McCarter, Associate Professor of Physiology and Chairman, Medical School Faculty Assembly

Others:

Dr. Martha Wood, Acting Dean U. T. Dental School - San Antonio
 Dr. Armand J. Guarino, Dean U. T. G.S.B.S. - San Antonio and Dean, U. T. Allied Health Sciences School - San Antonio
 Dr. Marvin R. Dunn, Dean, U. T. Medical School - San Antonio
 Dr. Patty Lynn Hawken, Dean, U. T. Nursing School - San Antonio

U. T. Cancer Center

President LeMaistre introduced:

Faculty Representative: Dr. Douglas Johnson, Head
Department of Urology

Student Representative: Dr. Larry Michael Ojeda
Fellow in Urology

RECESS FOR EXECUTIVE SESSION.--At 9:40 a. m., Chairman Powell announced that the Board would recess for an Executive Session to continue its discussion of matters in accordance with Article 6252-17, Sections 2(e), (f) and (g) of Vernon's Texas Civil Statutes: Litigation, Land Acquisition and Personnel Matters. See Page 2.

RECONVENE.--At 12:20 p. m., the Board reconvened in open session and Chairman Powell called for the reports and recommendations of the Standing Committees.

REPORTS AND RECOMMENDATIONS OF STANDING COMMITTEES

REPORT OF EXECUTIVE COMMITTEE (Pages 6 - 16). -- In compliance with Section 7.14 of Chapter I of Part One of the Regents' Rules and Regulations. Regent Fly, Vice-Chairman of the Executive Committee, reported to the Board for ratification and approval all actions taken by that Committee since the last meeting. Unless otherwise indicated, the recommendations of the Executive Committee were in all things approved as set forth below:

1. U. T. Austin - Memorial Stadium/Bellmont Hall - 9th Level Improvements (Project No. 102-490): Award of Contracts for Furniture and Furnishings to Clegg/Austin, A Division of Marshall Clegg Associates, Austin, Texas, and Carpet Services, Inc., Austin, Texas, and Authorization for the Chancellor to Sign the Contracts (14-B&G-82). -- Upon recommendation of the Executive Committee, the Board awarded contracts for furniture and furnishings for Memorial Stadium/Bellmont Hall - 9th Level Improvements at The University of Texas at Austin to the lowest responsible bidders as follows:

FILE NO. 200
DOCUMENT ---
REMARKS ---

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

Base Proposal "A" (Lounge Furniture)	\$ 70,284.14
Base Proposal "B" (Tables)	<u>29,565.15</u>
Total Contract Award to Clegg/Austin	\$ 99,849.29
Carpet Services, Inc., Austin, Texas	
Base Proposal "C" (Carpet)	<u>17,091.60</u>
Grand Total Contract Awards	<u>\$116,940.89</u>

The Board also authorized the Chancellor to sign the contracts.

2. U. T. Austin - Student Family Housing - Phase IA (Project No. 102-445): Award of Contracts for Furniture and Furnishings to Dills-Challstrom, Inc., Austin, Texas; and Bettis, Inc., Austin, Texas, and Authorization for the Chancellor to Sign the Contracts (14-B&G-82). -- The Board concurred in the recommendation of the Executive Committee and awarded contracts for the furniture and furnishings for the Student Family Housing - Phase IA at The University of Texas at Austin to the lowest responsible bidders as set forth on Page 7 and authorized the Chancellor to sign the contracts.

FILE NO. 207
DOCUMENT ---
REMARKS ---

Dills-Challstrom, Inc.,
Austin, Texas

Base Proposal "A" (Window
Blinds) \$31,900

Bettis, Inc.,
Austin, Texas

Base Proposal "B" (Refrigerators) 77,595

Grand Total Contract Awards \$109,495

3. U. T. Austin: Townes Hall (Law School Building) - Alterations and Additions - Remodeling Phase (Project No. 102-330): Award of Contracts for Furniture and Furnishings to Clegg/Austin, A Division of Marshall Clegg Associates, Austin, Texas; Abel Contract Furniture & Equipment Co., Inc., Austin, Texas; Rockford Business Interiors, Austin, Texas; American Desk Manufacturing Company, Temple, Texas; Andrew Wilson Company, Lawrence, Massachusetts; E. G. Jenkins Co., Dallas, Texas; Dismukes Blind & Drapery Company, (J. K. Dismukes), Austin, Texas; and Carpet Services, Inc., Austin, Texas, and Authorization for the Chancellor to Sign the Contracts (14-B&G-82). --
Upon recommendation of the Executive Committee, the Board awarded contracts for the furniture and furnishings for Townes Hall (Law School Building) - Alterations and Additions - Remodeling Phase at The University of Texas at Austin to the lowest responsible bidders as set forth below and authorized the Chancellor to sign the contracts:

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

Proposals "A," "A-1," "A-2"
& "A-4" (Faculty Office
Furniture Style I) \$107,525.01

Proposals "G," "G-1" & "G-4"
(Faculty Office Furniture
Style II) 131,120.09

Proposals "H" & "H-1"
(Faculty Office Furniture
Style III) 61,203.35

Total Contract Award to Clegg/
Austin \$299,848.45

Abel Contract Furniture & Equip-
ment Co., Inc., Austin, Texas

Proposals "B" & "B-1"
(Modular Lounge Seating) \$ 45,874.90

Proposals "C," "C-1," "C-2" & "C-4" (General Office Furniture)	\$187,481.51
Proposals "E," "E-1," "E-2," "E-3" & "E-4" (Miscellaneous Classroom & Office Furniture)	<u>94,047.82</u>
Total Contract Award to Abel Con- tract Furniture & Equipment Co., Inc.	\$327,404.23
✓Rockford Business Interiors, Austin, Texas	
Proposals "F," "F-1," "F-2" & "F-4" (Legal Organization Furniture)	\$284,834.42
Proposal "J" (Food Service Furniture)	<u>24,670.13</u>
Total Contract Award to Rockford Business Interiors	\$309,504.55
✓American Desk Manufacturing Company, Temple, Texas	
Proposal "I" (Lecture Hall Seating)	\$ 12,396.00
✓Andrew Wilson Company, Lawrence, Massachusetts	
Proposals "K" & "K-1" (Metal Bookstacks)	\$ 20,100.90
✓E. G. Jenkins Co., Dallas, Texas	
Proposals "A" & "A-1," Bid 2 (Window Blinds)	\$ 5,329.98
✓Dismukes Blind & Drapery, Co., (J. K. Dismukes), Austin, Texas	
Proposals "B" & "B-1," Bid 2 (Draperies)	\$ 7,265.00
✓Carpet Services, Inc., Austin, Texas	
Proposal "C," Bid 2 (Area Rugs)	<u>\$ 3,942.24</u>
Grand Total Contract Awards	<u><u>\$985,791.35</u></u>

It was noted that because of errors in the bids submitted, the following firms were excused from their bids as set forth below:

Clegg, Austin. A Division of Marshall Clegg Associates.
Austin, Texas, for Proposals "B" & "B-1"

Goldsmith's, Inc., Dallas, Texas, for Proposals "H" &
"H-1"

Both firms had submitted evidence which proved that miscalculations had resulted in large errors in their bids.

4. U. T. Austin - Robert A. Welch Hall - Renovation of Initial (1929) Building (Sequence II) (Project No. 102-407): Award of Contracts for Furniture and Furnishings to Rockford Business Interiors, Austin, Texas; Abel Contract Furniture & Equipment Co., Inc., Austin, Texas; The Office Company, Inc., Austin, Texas; Finger's Office Furniture (ARC Division), Houston, Texas; and Stewart Office Supply Company, Inc., Dallas, Texas, and Authorization for the Chancellor to Sign the Contracts (15-B&G-82). -- The Board concurred in the recommendation of the Executive Committee and awarded contracts for furniture and furnishings for Robert A. Welch Hall - Renovation of Initial (1929) Building (Sequence II) at The University of Texas at Austin to the following lowest responsible bidders and authorized the Chancellor to sign the contracts:

Rockford Business Interiors,
Austin, Texas

Base Proposal "A" (Wood Classroom & Office Furniture)	\$ 31,552.62
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Base Proposal "C" (Informal Study Furniture)	<u>13,847.02</u>
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Total Contract Award to Rockford Business Interiors	\$ 45,399.64
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Abel Contract Furniture & Equip-
ment Co., Inc., Austin, Texas

Base Proposal "B" (Steel Classroom & Office Furniture)	\$ 22,937.78
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The Office Company, Inc.,
Austin, Texas

Alternate Proposal "D-1" in lieu of Proposal "D" (Alternate Student Study Desk)	\$ 43,165.00
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Finger's Office Furniture (ARC
Division), Houston, Texas

Base Proposal "E" (Conference & Office Landscape Furniture)	\$ 12,968.97
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Base Proposal "G" (Computer Assisted Instruction Tables)	3,022.80
Total Contract Award to Finger's Office Furniture	\$ 15,991.77
Stewart Office Supply Company, Inc., Dallas, Texas	
Base Proposal "F" (Stacking Chairs)	\$ 4,545.24
Grand Total Contract Awards	<u>\$132,039.43</u>

Appropriations Transactions

5. U. T. Austin - Mrs. Sidney Burleson Smith Trust: Authorization to Amend Contract for Sale of 239.9 Acres of Land in the Santiago del Valle Grant, Travis County, Texas, to Mr. Mike Eledge, Austin, Texas, to Provide Additional Time for Engineering Studies (14-B&G-82). -- Upon recommendation of the Executive Committee and with the concurrence of the Board, authorization was given to amend the contract for sale of approximately 239.9 acres of land in the Santiago del Valle Grant, Travis County, Texas (Mrs. Sidney Burleson Smith Trust for The University of Texas at Austin), between the U. T. Board of Regents, Seller and Mr. Mike Eledge, Trustee, Buyer, to allow the buyer up to an additional six months within which to conduct engineering studies relating to the development of the land. Mr. Eledge will pay \$9,000 for each month he elects to extend and the payments will be non-refundable and will not apply to the purchase price.
- FILE NO. 1007
DOCUMENT
REMARKS
6. U. T. Austin, U. T. El Paso, U. T. Health Science Center - Dallas and U. T. Galveston Medical Branch: Appropriations for Certain Construction Projects - Partial Change in Source of Funds (3-F&A-82). -- The Board concurred in the recommendation of the Executive Committee and authorized that a portion of previous appropriations from proceeds of Permanent University Fund Bonds for the construction projects listed below be changed to the alternate fund sources in the amounts indicated:
- (15)
FILE NO. 262
DOCUMENT
REMARKS --

	Fund Source Changes by Project	Total
To Available University Fund - Account No. [REDACTED]		
U. T. Austin		
102-271 <u>Engineering Teaching Center II</u>	\$1,100,000	\$1,100,000
To U. T. System Interest on Construction Proceeds Account No. [REDACTED]		
U. T. Austin		
102-271 <u>Engineering Teaching Center II</u>	1,500,000	
102-330 <u>Law School Expansion</u>	450,000	
102-493 <u>Auditorium Facility - Marine Science Institute - Port Aransas</u>	<u>150,000</u>	2,100,000

		Fund Source Changes by Project	Total
To Interest on Permanent University Fund Bond Proceeds - Account No. [REDACTED]			
<u>U. T. El Paso</u>			
201-421	<u>College of Business Administration</u>	450,000	
201-446	<u>Sun Bowl Expansion</u>	700,000	
201-473	<u>Central Library</u>	1,000,000	
<u>U. T. Health Science Center - Dallas</u>			
303-366	<u>Ambulatory Care Facility</u>	1,725,000	
303-440	<u>Biomedical Informa- tion Center</u>	925,000	
<u>U. T. Galveston Medical Branch</u>			
601-377	<u>Addition to Graves Hospital</u>	200,000	
601-469	<u>Learning Center - Completion of Shelled Floors</u>	300,000	5,300,000
Total Fund Source Changes from PUF Bond Proceeds			<u>\$8,500,000</u>

7. U. T. El Paso - Sun Bowl Road - Improvements to South Section of Existing Roadway (Project No. 201-532): Award of Construction Contract to Vowell Construction Company, El Paso, Texas, Additional Appropriation Therefor and Authorization for the Chancellor to Sign the Contract (13-B&G-82). -- The Board, upon recommendation of the Executive Committee:
- FILE NO. 201-532
DOCUMENT
REMARKS
- a. Awarded a construction contract for Sun Bowl Road - Improvements to South Section of Existing Roadway at The University of Texas at El Paso to the lowest responsible bidder, Vowell Construction Company, El Paso, Texas, in the amount of \$129,750
 - b. Authorized a total project cost of \$200,000 to cover the construction contract award, future work, fees, and related project expenses
 - c. Appropriated additional funds in the amount of \$185,000 from Unappropriated Plant Funds for total project funding. (Previous appropriations had been \$15,000 from the same source.)

The Board also authorized the Chancellor to sign the contract.

This project was approved by the Coordinating Board, Texas College and University System on January 29, 1982.

8. U. T. San Antonio - Lucher Center - Foundation Repair and Limited Restoration: Authorization for Project; Appointment of W. E. Simpson Company, Inc., San Antonio, Texas, Project Engineer to Prepare Final Plans and Specifications; Authorization to Negotiate Construction Contract with Beck Duderstadt Foundation Company, San Antonio, Texas; Acceptance of Gift Funds and Appropriation for Funding of Foundation Repair; Authorization for Chancellor to Sign the Contracts and Submission to Coordinating Board (16-B&G-82). -- Upon recommendation of the Executive Committee, the Board:

FILE No. 262
DOCUMENT
REMARKS

- a. Authorized a project for foundation repair and limited restoration at the Lucher Center of The University of Texas at San Antonio at an estimated total project cost of \$300,000 subject to the following:
- (1) the negotiation of an agreement with regard to a \$300,000 gift by Mrs. Lucher Brown that is to be placed in an escrowed trust account, which agreement will allow sufficient latitude for the coverage of all costs associated with the foundation repair; and
 - (2) the receipt of a letter of commitment from Mrs. Lucher Brown which assures, at a minimum, that if \$300,000 is insufficient for repair of the foundation, additional monies will be placed in the trust account and further that necessary funds will be made available immediately to repair any structural damage that might occur to the Lucher Center in the process of foundation repair, which damage would cause the building to further deteriorate by exposure to weather or otherwise if immediate corrective action is not taken
- b. Appointed the firm of W. E. Simpson Company, Inc., San Antonio, Texas, Project Engineer for the preparation of detailed final plans and specifications
- c. Authorized the Office of the Chancellor and the Director of the Office of Facilities Planning and Construction to negotiate a construction contract with the Beck Duderstadt Foundation Company, San Antonio, Texas, for the necessary and specialized repair
- d. Authorized Chancellor Walker to execute all contracts associated with the foundation repair and limited restoration project at the U. T. San Antonio Lucher Center subject to satisfactory resolution of the conditions referred to in a.(1) and a.(2) above
- e. Acknowledged and accepted the gift of \$300,000 from Mrs. Lucher Brown for foundation repair and limited restoration and appropriated this amount toward funding of the project subject to the satisfactory resolution of the conditions noted in a.(1) and a.(2) above

- f. Authorized submission of the project to the Coordinating Board, Texas College and University System at its July 22-23, 1982 meeting

It was expressly understood that any agreement that the U. T. Board of Regents might enter into to accomplish any aspect of the restoration and endowment of the Lucher Center will not obligate the Board in any way with regard to either continued ownership or other obligations connected with the operation of the Lucher Center. In the event the Board decides to close the Center, all monies received from non-university sources for the purpose of endowing the maintenance and operation of the Lucher Center will transfer to a fund for the endowment of a margin of academic excellence at U. T. San Antonio.

9. U. T. Tyler: Acceptance of Gift and Pledge from Mr. J. S. Hudnall, Tyler, Texas, and Establishment of the J. S. Hudnall Scholarships for Exemplary Leadership and Citizenship; the J. S. Hudnall Professorship in Energy and Technology; and the J. S. Hudnall Professorship for American Affairs (Non-endowed Scholarships and Professorships) (14-B&G-82). -- The Executive Committee recommended and the Board accepted \$50,000 from Mr. J. S. Hudnall, Tyler, Texas, as the first gift of a \$250,000 pledge to be donated over a five-year period to The University of Texas at Tyler and established the J. S. Hudnall Scholarships for Exemplary Leadership and Citizenship; the J. S. Hudnall Professorship in Energy and Technology; and the J. S. Hudnall Professorship for American Affairs (all nonendowed).

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24(2)
FILE NO. _____
DOCUMENT _____
REMARKS _____

In addition to the initial \$50,000 contribution, Mr. Hudnall will on or about May 1 for the next four years (1983-86) donate an additional \$50,000 to be used in support of the scholarships and professorships. In case of his death prior to completion of the pledge, provisions have been made for payments of any outstanding amounts to U. T. Tyler prior to meeting other obligations of his estate. These scholarships and professorships will cease to exist after five years unless further funding will be forthcoming.

10. U. T. Health Science Center - Dallas - Harry S. Moss Clinical Science Building, 9th Floor Addition (Project No. 303-504): Award of Construction Contract to MacDougall & Pierce Construction, Inc., Richardson, Texas, and Authorization for the Chancellor to Sign the Contract (13-B&G-82). -- Upon recommendation of the Executive Committee, the Board:

200
FILE NO. _____
DOCUMENT _____
REMARKS _____

- a. Awarded a construction contract for the 9th Floor Addition to the Harry S. Moss Clinical Science Building at The University of Texas Health Science Center at Dallas to the lowest responsible bidder, MacDougall & Pierce Construction, Inc., Richardson, Texas, as set out below:

Base Bid	\$2,395,000
Alternate Bid No. 2 (Polyurethane Roofing)	<u>25,000</u>
Total Contract Award	<u>\$2,420,000</u>

- b. Authorized a total project cost of \$2,800,000 to cover the construction contract award, fees, equipment and related expenses
- c. Authorized the Chancellor to sign the contract

This project was approved by the Coordinating Board, Texas College and University System on January 29, 1982.

11. U. T. Galveston Medical Branch - George and Magnolia Willis Sealy Conference Center - Roof Repairs: Award of Construction Contract to E. A. Young Company, Tyler, Texas, Authorization for the Chancellor to Sign Contract and Additional Appropriation Therefor (16-B&G-82). -- The Executive Committee recommended and the Board:

FILE NO. 200
DOCUMENT ---
REMARKS ---

- a. Awarded a construction contract for a new roof and related repairs for the George and Magnolia Willis Sealy Conference Center at The University of Texas Medical Branch at Galveston to the lowest responsible bidder, E. A. Young Company, Tyler, Texas, in the amount of \$523,000 for the base bid and construction contingency
- b. Authorized a total project cost of \$573,000 to cover the construction contract award, fees and related project expenses
- c. Authorized the Chancellor to sign the contract
- d. Appropriated additional funds in the amount of \$323,000 from Medical Branch Unexpended Plant Funds Project Allocation to provide for total funding of the project (Previous appropriations of \$250,000 had been as follows:

\$ 40,000	Gift Funds from Sealy Family
100,000	Funds Donated by The Sealy & Smith Foundation
110,000	Permanent University Fund Bond Proceeds)

12. U. T. Health Science Center - San Antonio - Library Building (Project No. 402-433): Award of Contracts for Furniture and Furnishings to Rockford Business Interiors, Austin, Texas; Abel Contract Furniture & Equipment Co., Inc., Austin, Texas; Clegg/Austin, A Division of Marshall Clegg Associates, Austin, Texas; Fraser Furniture Co., Inc., Jamestown, New York; Aetnastak Division Art Metal U.S.A., Inc., Newark, New Jersey; Carpet Services, Inc., San Antonio, Texas; and E. G. Jenkins Co., Dallas, Texas (12-B&G-82). -- Upon recommendation of the Executive Committee, the Board awarded contracts for the furniture and furnishings for the Library Building at The University of Texas Health Science Center at San Antonio to the lowest responsible bidders as follows:

FILE NO. 200
DOCUMENT ---
REMARKS ---

✓ Rockford Business Interiors,
Austin, Texas

Base Proposal "A" (General Office Furniture)	\$ 61,211.84
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Add Alternate "A-1" (Additional General Office Furniture)	6,549.87
Add Alternate "A-2" (Additional General Office Furniture)	<u>11,245.46</u>
Total Contract Award to Rockford Business Interiors	\$79,007.17
✓ Abel Contract Furniture & Equip- ment Co., Inc., Austin, Texas	
Base Proposal "B" (Library Furniture)	\$160,973.00
Add Alternate "B-1" (Addi- tional Library Furniture)	38,914.99
Add Alternate "B-2" (Addi- tional Library Furniture)	2,809.11
Add Alternate "B-3" (Addi- tional Library Furniture)	2,251.67
Alternate "H-1" in lieu of Base Proposal "H" (Bay Window Seating)	<u>47,592.00</u>
Total Contract Award to Abel Contract Furniture & Equipment Co., Inc.	\$252,540.77
✓ Clegg/Austin, A Division of Marshall Clegg Associates, Austin, Texas	
Base Proposal "C" (Informal Reading Furniture)	\$ 98,110.94
Add Alternate "C-1" (Addi- tional Informal Reading Furniture)	16,940.46
Base Proposal "F" (Office Landscape Furniture)	73,156.73
Add Alternate "F-1" (Addi- tional Office Landscape Furniture)	4,451.51
Add Alternate "F-2" (Addi- tional Office Landscape Furniture)	5,985.26
Base Proposal "I" (Stacking Chairs)	<u>4,254.31</u>
Total Contract Award to Clegg/Austin	\$202,899.21

Fraser Furniture Co., Inc.,
 Jamestown, New York

Base Proposal "D" (Audio-
 Visual Furniture) \$ 21,780.00

Base Proposal "E" (Video
 Carrels) 9,300.00

Total Contract Award to Fraser
 Furniture Co., Inc. \$ 31,080.00

✓ Aetnastak Division Art Metal
 U.S.A., Inc., Newark,
 New Jersey

Base Proposal "G" (Book-
 stacks) \$ 65,197.00

Add Alternate "G-1" (Addi-
 tional Bookstacks) 23,988.00

Add Alternate "G-2" (Addi-
 tional Bookstacks) 17,848.00

Total Contract Award to Aetnastak
 Division Art Metal U.S.A., Inc. \$107,033.00

✓ Carpet Services, Inc., San
 Antonio, Texas

Base Proposal "J" (Carpet) \$142,367.00

✓ E. G. Jenkins Co., Dallas,
 Texas

Base Proposal "K" (Window
 Treatment) \$ 4,660.00

Grand Total Contract Awards \$819,587.15

REPORT AND RECOMMENDATIONS OF THE FINANCE AND AUDIT COMMITTEE (Pages 17 - 18). --Committee Chairman Rhodes reported that the Finance and Audit Committee had met in open session on Thursday, August 12, 1982, 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. 5 of the Office of the Chancellor (Catalog Change). --Upon the recommendation of the Finance and Audit Committee, the Board approved Docket No. 5 of the Office of the Chancellor in the form distributed by the Executive Secretary. It is attached following Page 146 and made a part of these Minutes.

FILE NO. Q
DOCUMENT ---
REMARKS ---

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

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

2. U. T. System: Approval of Policy Statement Regarding Temporary Housing Allowances for Newly Recruited Faculty Members to be Effective Immediately. --In accordance with the consensus of the Board at its June 11, 1982 meeting, the Board approved the following policy statement regarding temporary housing allowances for newly recruited faculty members at the respective component institutions of The University of Texas System to be effective immediately:

FILE NO. D
DOCUMENT ---
REMARKS ---

Policy Statement

Within the limits of available unrestricted funds at the respective component institutions of The University of Texas System, each component chief administrative officer, in his or her discretion, is authorized to provide temporary housing allowances to newly recruited faculty members within the following limits:

- a. Amount: Up to a maximum of \$9,000 per year, the annual allowance would be in an amount equal to the difference between the recipient's actual annual interest mortgage payment and the amount of interest required to service an 11% mortgage.
- b. Term: The allowance may be granted for an initial term of three years and may be continued thereafter at the discretion of the chief administrative officer for an additional three years. Whenever a reduction in the national mortgage rate to 11% or less occurs, as evidenced by the Federal Home Loan Bank Board's published average rate, the temporary housing allowance shall be terminated.

The Office of the Chancellor is authorized to issue such additional policy guidelines as may be required for equitable administration of the program.

With regard to the following items which required consideration by the Finance and Audit Committee prior to formal action by the Buildings and Grounds Committee, Committee Chairman Rhodes reported the following recommendations:

1. U. T. Arlington: Engineering Building Addition and Renovation (Approval)
See Page 92, Item 6.
2. U. T. Austin: Facilities for Petroleum Extension Service (PETEX) on Campus of U. T. Permian Basin (Approval)
See Page 93, Item 7.
3. U. T. Austin: Little Campus Buildings (Approval)
See Page 94, Item 9.
4. U. T. Austin: Balcones Research Center - Central Chilling Station (Approval subject to award of contract being conditioned on availability of funds)
See Page 95, Item 10.
5. U. T. Austin: Balcones Research Center - Bureau of Economic Geology Repository and Minerals Studies Laboratory Building (Approval subject to award of contract being conditioned on availability of funds)
See Page 95, Item 11.
6. U. T. El Paso: Renovation and Addition to Administration Annex (Approval)
See Page 98, Item 16.
7. U. T. Cancer Center: Additional Outpatient Clinic Facilities (Approval)
See Page 99, Item 19.
8. U. T. Cancer Center: (U. T. Science Park) - Research Division at Smithville - Laboratory Support Facility (Approval)
See Page 100, Item 21.

REPORT AND RECOMMENDATIONS OF THE ACADEMIC AFFAIRS COMMITTEE (Pages 19 - 79).--Committee Chairman (Mrs.) Blumberg reported that the Academic Affairs Committee had met in open session on Thursday, August 12, 1982, to consider those matters on its agenda and to formulate recommendations for the U. T. Board of Regents. Unless otherwise indicated, all actions set forth in the Minute Orders which follow were recommended by the Academic Affairs Committee and approved in open session and without objection by the U. T. Board of Regents:

1. U. T. Arlington: Approval to Continue the Academic Enhancement Program (AEP) for 1982-83 Academic Year. --At the April 10, 1981 Board meeting, an Academic Enhancement Program (AEP) was established on a trial basis at The University of Texas at Arlington with the stipulation that a progress report be made to the Board for consideration prior to continuance of the program. Upon recommendation of the Academic Affairs Committee, the Board approved continuance of the Academic Enhancement Program for the 1982-83 academic year.

FILE NO. 10
DOCUMENT
REMARKS

This program is designed to permit potential freshmen students who meet all admission requirements with the exception of an acceptable admission test score, the opportunity to enroll in the Fall Semester and demonstrate their ability to do university-level work.

2. U. T. Arlington: Memorandum of Affiliation with the Veterans Administration Medical Center, Dallas, Texas. --The Board approved the Memorandum of Affiliation set out on Pages 19-20 by and between The University of Texas at Arlington and the Veterans Administration Medical Center, Dallas, Texas, to be effective upon Regental approval.

FILE NO. 400
DOCUMENT ✓
REMARKS

This Memorandum of Affiliation, which follows the format used by the Veterans Administration, will provide training opportunities for students in U. T. Arlington's Graduate School of Social Work.

MEMORANDUM OF AFFILIATION

BETWEEN

THE UNIVERSITY OF TEXAS AT ARLINGTON
SCHOOL OF SOCIAL WORK
ARLINGTON, TEXAS

AND

VETERANS ADMINISTRATION MEDICAL CENTER, DALLAS, TEXAS

It is mutually agreed by The University of Texas at Arlington, a component institution of The University of Texas System, and the Veterans Administration Medical Center, Dallas, Texas, that educational experiences for students in the Graduate School of Social Work, The University of Texas at Arlington, will be provided at the Veterans Administration Medical Center.

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

The Veterans Administration Medical Center will retain full responsibility for the care of patients and will maintain administrative and professional supervision of students insofar as their presence affects the operation of the Medical Center and/or the direct and indirect care of patients.

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

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

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

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

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

UNIVERSITY:

Date Signed: 6-15-82

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

FACILITY:

Date Signed: 6-3-82

C. Wayne Hawkins
C. WAYNE HAWKINS
Medical Center Director

FORM APPROVED:

Tom Barron, Jr.
General Counsel
The University of Texas System

CONTENT APPROVED:

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

Ed Bell
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

3. U. T. Austin: Constitution for the Students' Association.--
Mr. Jim McCormack and Ms. Meg Brooks, students at The University of Texas at Austin and associated with Group Effort, appeared before the Academic Affairs Committee on Thursday, August 12, and the Board on Friday, August 13, to discuss the matter of the Constitution for the Students' Association at U. T. Austin.

FILE NO. MA
DOCUMENT
REMARKS

Following a brief discussion and upon recommendation of the Academic Affairs Committee, the Board approved the recommendations of President Flawn and the Office of the Chancellor regarding the amendments to the Constitution for the Students' Association at The University of Texas at Austin and authorized President Flawn to submit these changes to a panel of five professors in the School of Law in accordance with the provisions of Article XI of the Constitution as adopted by the students last spring. [Article XI of the proposed Constitution is not included in the version of the Constitution recommended by President Flawn and approved by the Board of Regents. However, the Board of Regents chose to utilize the provisions of Article XI of the student proposed Constitution to resolve a question of whether the amended Constitution as approved by the Board needed to be ratified by U. T. Austin students before it could be put in effect.]

If the panel advises that the recommended amendments are not substantive in nature, the Constitution as amended and adopted will become effective.

If the recommended amendments are deemed to be substantive, then the revised Constitution shall be resubmitted to the students for ratification.

The Academic Affairs Committee commended the efforts of the students and The University of Texas at Austin Administration for their efforts in the development of this Constitution, and realizes that all parties are eager to begin the new Students' Association. While regretting the delay that will be required by this additional review process, the Committee felt that such a step will contribute materially to a broadly based acceptance of the Constitution.

The Constitution is set out in its entirety on Pages 21-28.

STUDENTS' ASSOCIATION CONSTITUTION
THE UNIVERSITY OF TEXAS AT AUSTIN

PREAMBLE

We, the students of The University of Texas at Austin, in order to provide an official and representative student organization to receive student questions and suggestions; investigate student problems and take appropriate action; provide the official voice through which student opinion may be expressed; encourage the development of responsible student participation in the overall policy and decision making processes of the University community; foster an awareness of the student's role in the academic community; enhance the quality and scope of education at The University of Texas at Austin; provide means for responsible and effective participation in the organization of student affairs; do establish this Constitution for the Students' Association of The University of Texas at Austin.

ARTICLE I: MEMBERSHIP

- 1.1 This organization of students of The University of Texas at Austin shall be known as the Students' Association of The University of Texas at Austin, which shall be herein referred to as the Students' Association.
- 1.2 Membership in the Students' Association shall consist of all students of the University of Texas at Austin, so defined by the Office of the Registrar of The University of Texas at Austin.

ARTICLE II: ORGANIZATION & FUNDING

- 2.1 The governing structure of the Students' Association shall consist of three branches: the Legislative Branch, the Executive Branch, and the Judicial Branch.
- 2.2 No person shall be a member of the Judicial Branch while serving in the Legislative Branch or Executive Branch.
- 2.3 The Students' Association shall receive funding from the mandatory Student Services Fees.
Funding may also be generated through optional student fees in accordance with approval procedures for optional Student Services Fees.
Additional revenue may be generated as the Students' Association deems appropriate or necessary in accordance with established University policy.

ARTICLE III: THE LEGISLATIVE BRANCH

- 3.1 The Legislative Branch of the Students' Association shall be composed of the Student Senate.
- 3.2 Membership of the Student Senate:
 - 3.21 Undergraduate student candidates for the Student Senate must have completed twelve (12) semester hours in residence at The University of Texas at Austin at the time of assuming office. At the time of filing and while holding office, these candidates shall be registered for at least twelve (12) semester hours, except for graduating students who shall be required to take only those courses needed for graduation, shall maintain at least a 2.5 overall grade point average, and shall not be on disciplinary probation.
 - 3.22 Graduate student candidates for the Student Senate must have completed nine (9) semester hours in residence at The University of Texas at Austin at the time of assuming office. At the time of filing and while holding office, these candidates shall be registered for at least nine (9) hours in the Law or the graduate schools, except for graduating students who shall be required to take only those courses needed for graduation, and shall not be on disciplinary or scholastic probation.
- 3.3 The membership of the Student Senate shall be composed of the following:
 - 3.31 One undergraduate student elected for each two thousand (2000) undergraduate students, or major fraction thereof, with a minimum of one student elected from each school or college, enrolled in the School of Architecture, College of Business Administration, College of Communication, College of Education, College of Engineering, College of Fine Arts, College of Liberal Arts, College of Natural Sciences, School of Nursing, College of Pharmacy, School of Social Work, and any subsequent undergraduate school or college, and one graduate student elected for each two thousand (2000) graduate students, or major fraction thereof, enrolled in the Graduate School and School of Law, with a minimum of one student elected from each of the following: Graduate School of Business, School of Library and Information Science, Lyndon B. Johnson School of Public Affairs, and any subsequent graduate school or college. These students shall be elected by the members of the Students' Association who are enrolled in the respective school or college which they represent, and shall serve for a term of one year. Students pursuing joint degrees may vote and run for the Student Senate under either school in which they seek to receive a degree, providing that such students may vote and run in only one school during a single academic year. Each student may cast one vote per candidate for up to the number of

- Senate seats available for the respective school or college. The candidate(s) receiving the highest number of votes for the seat(s) available shall be certified as Student Senators. The general election shall be held on the first Wednesday in March.*
- 3.32 Twelve students elected at large by the members of the Students' Association. Eight students shall be elected for two-year terms, with four students elected each year. Four students shall be elected for one-year terms. Each student may cast one vote per candidate for up to four candidates in each type of term. The four candidates receiving the highest number of votes in each type of term shall be certified as Student Senators.**
- 3.33 The President of the Students' Association.
- 3.34 The Vice-President of the Students' Association.
- 3.35 Each Student Senator shall have one vote, and no proxy or absentee votes shall be allowed.
- 3.36 Student Senators who are absent from three (3) scheduled meetings of the Student Senate shall be automatically removed from office. Vacancies shall be filled under the terms of 3.4.
- 3.37 Removal from office may be reversed by a 2/3 vote of the Student Senators present at an official Student Senate meeting.
- 3.4 Vacancy
- 3.41 When a position provided for under 3.31, 3.32 or 3.34 becomes vacant during the regular term of office, a special election shall be called by the Students' Association President to fill that position unless the vacancy occurs within four weeks prior to the next general election.
- 3.5 Meetings
- 3.51 The Student Senate shall meet at least once every three weeks during a long session.
- 3.52 Meetings of the Student Senate shall be called by the Students' Association or by written request of 1/3 of the voting membership of the Student Senate.
- 3.53 All members of the Student Senate shall have the privilege of the floor upon consent of a majority of the Student Senators present.
- 3.54 A quorum shall consist of 2/3 of the Senators currently in office, and no formal action may be taken without a quorum present.
- 3.55 The President of the Students' Association shall preside over all meetings of the Student Senate.
- 3.56 The secretary of the Students' Association shall record the minutes of each meeting of the Student Senate and deliver promptly to the Dean of Students a copy of all such minutes, which shall be filed and available for public review.
- 3.6 Responsibilities:
The Student Senate shall be responsible for the free and independent expression of student opinion to the faculty, administration, Board of Regents, Legislature, and public of the State of Texas; for the coordination of student goals through the Texas Union Board of Directors, University Council, Student Services Fees Committee, Standing Committees of the General Faculty and Presidential Committees, Athletics Councils, and other University-wide committees, boards, and legislative bodies on which students are or become members; and for the prudent expenditure of Students' Association monies through the sponsorship of programs which meet student needs and promote student interests.
- 3.7 Duties and Obligations:
- 3.71 To enact all measures necessary and proper for the general welfare of the student body and the purposes of this constitution.
- 3.72 To appropriate all monies of the Students' Association provided that at no time shall a deficit exist in the Students' Association account.

*The initial election shall be held as soon as is feasible upon approval by the Board of Regents.

**In the initial election, four students shall be elected for a two-year term and eight students shall be elected for a one-year term. Each student may cast one vote per candidate for up to the number of seats available in each type of term. The candidates receiving the highest number of votes for the seats available shall be certified as Student Senators.

- 3.73 To create any appointive office or committee deemed necessary. All Student Senators shall sit on at least one Student Senate committee.
- 3.74 To approve all appointments of the President of the Students' Association by a majority vote of the Student Senators present. If such approval is not made, the Senate shall continue to vote on new names submitted to it by the President until a majority vote of approval is made.
- 3.75 To elect seven Judicial Commissioners as specified in 5.3.
- 3.76 To establish its own rules of procedures. In the absence of such rules, the latest edition of Robert's Rules of Order shall prevail.
- 3.77 To enact rules and regulations for the orderly conduct of elections, except that no election law may be enacted within twenty (20) days prior to an election. A special election shall be held within two weeks of the occurrence of a vacancy or the call of a special election by the President or Senate.
- 3.78 To approve the allocation of all Students' Association monies by majority vote of the Student Senators present.
- 3.79 To enact by laws of this constitution by a 2/3 vote of the total voting membership of the Student Senate.
- 3.8 Any student elected by the Student Senate or whose appointment is approved by the Student Senate shall be subject to recall by a 2/3 vote of the Student Senators present. Replacement shall be made in the same manner as the original selection.
- 3.9 Any Student Senator may be appointed to any position referred to in 4.3(13), 4.3(14), 4.3(15), 4.3(16) or 4.3(17).
- 3.(10) The Student Senate may submit to the Student Services Fees Committee recommendations for the allocation of proceeds and amounts to be charged for all mandatory student services fees and all optional fees, which recommendations shall be duly considered by the Student Services Fees Committee.

ARTICLE IV: THE EXECUTIVE BRANCH

- 4.1 The Executive Officers of the Students' Association shall consist of a President and Vice-President who shall both be elected at large by the members of the Students' Association, and a Financial Director appointed by the President.
- 4.2 A candidate for President shall be a student of The University of Texas at Austin and shall have completed at least thirty-six (36) semester hours in residence at The University of Texas at Austin at the time of assuming office. At the time of filing and while holding office, a candidate shall be enrolled as a full-time student (12 credit hours for undergraduate candidates and 9 credit hours for graduate and law candidates), shall maintain at least a 2.5 overall grade point average and must not be on disciplinary or scholastic probation.
- 4.3 The President shall:
 - 4.31 Serve for a period of one year.
 - 4.32 Faithfully execute all acts of the Student Senate.
 - 4.33 Perform any and all duties properly incumbent on the chief executive of the Students' Association.
 - 4.34 Make all appointments necessary and proper to the fulfillment of the responsibilities of the executive branch.
 - 4.35 Serve on, or send his or her representative to, such committees, boards, and legislative bodies of which he or she is a member.
 - 4.36 Have the power to call a special meeting of the Student Senate.
 - 4.37 Serve as presiding officer of the Student Senate.
 - 4.38 Serve as a member of the Texas Union Board of Directors.
 - 4.39 Serve as a member of the University Council.
 - 4.3(10) Serve as a member of the Student Services Fees Committee.
 - 4.3(11) Serve as an ex-officio member without vote of the Texas Student Publications Board of Operating Trustees.
 - 4.3(12) Represent the Students' Association at the Board of Regents' meetings.

- 4.3(13) Appoint four members of the Texas Union Board of Directors for a term of two years each, subject to approval by a majority of the Student Senators present. Terms shall be staggered on a two-year basis, with two students appointed each year. In the instance of a vacancy, the President shall appoint a successor for the unexpired term.
- 4.3(14) Appoint three students to the Student Services Fees Committee for a term of one year each, subject to approval by a majority of the Student Senators present. In the instance of a vacancy, the President shall appoint a successor for the unexpired term.
- 4.3(15) Appoint two students to the University Council for a term of one year each, subject to approval by a majority of the Student Senators present. In the instance of a vacancy, the President shall appoint a successor for the unexpired term.
- 4.3(16) Name student members of the Standing Committees of the General Faculty and the Presidential Committees as provided in established University policy, subject to approval by a majority of the Student Senators present, for appointment by the University President.
- 4.3(17) Appoint a Special Adviser for Black Affairs, who shall be chosen by the registered black student organizations, and a Special Adviser for Hispanic Affairs, who shall be chosen by the registered Hispanic student organizations. The President shall establish other advisory positions as he or she sees fit. The Special Adviser for Black Affairs and the Special Adviser for Hispanic Affairs shall be able to propose special legislation directly to the floor of the Senate.
- 4.4 The Vice-President shall:
 - 4.41 Have the same qualifications for office as the President.
 - 4.42 Serve for a period of one year.
 - 4.43 Succeed to the Presidency in case of death, resignation, or removal of the President.
 - 4.44 Serve as a member of the University Council.
 - 4.45 Serve as a member of the Student Services Fees Committee.
 - 4.46 Assist the President with assigned responsibilities.
- 4.5 The Financial Director shall:
 - 4.51 Demonstrate fiscal responsibility in his or her duties.
 - 4.52 Assist the President in developing the annual budget for approval by a majority of the Student Senators present at least two weeks prior to the conclusion of the spring semester.
 - 4.53 Assist the President in preparing a detailed fiscal report to present to the Students' Association at the first meeting of each long semester.
 - 4.54 Institute a double-entry bookkeeping and accounting system that conforms to the approved rulings and procedures of the American Accounting Association and the American Institute of Certified Public Accountants.
 - 4.55 Investigate and suggest methods of acquiring additional sources of funding.
- 4.6 The President, Vice-President, and Financial Director may receive remuneration determined by the Student Senate, which amount shall not be altered after their election or during their term of office.

ARTICLE V: THE JUDICIAL BRANCH

- 5.1 The Judicial Branch of the Students' Association shall consist of a seven-member Judicial Commission and a three-member Appellate Court.
- 5.2 Membership: Candidates for the Judicial Commission shall apply to the Judicial Selection Committee. Undergraduate applicants must have completed twelve (12) semester hours in residence at The University of Texas at Austin at the time of assuming office. At the time of applying and while holding office, these applicants shall be registered for at least twelve (12) semester hours, shall maintain at least a 2.5 overall

- grade point average and shall not be on disciplinary probation. Graduate and law applicants must have completed nine (9) semester hours in residence at The University of Texas at Austin at the time of assuming office. At the time of applying and while holding office, these applicants shall be registered for at least nine (9) semester hours and shall not be on disciplinary or scholastic probation. For graduating students, hour registration requirements while holding office shall be only those courses needed for graduation. The membership of the Appellate Court shall consist of one faculty member of the School of Law and two students of the School of Law, all appointed by the Dean of the School of Law for a term of one year.
- 5.3 The Judicial Selection Committee shall be composed of the following:
 (a) University Ombudsman, (b) Students' Attorney or his or her representative, (c) Dean of Students or his or her representative, (d) Vice-President, Students' Association, (e) President, Student Bar Association, and (f) Chairman, Judicial Commission, ex-officio without vote. The Judicial Selection Committee shall submit ten names to the Student Senate for election of seven Judicial Commissioners at the second meeting following the general election. Each Student Senator may cast one vote per candidate for up to seven candidates. The seven candidates receiving the highest number of votes shall be certified as Judicial Commissioners.
- 5.4 Duties. The Judicial Commission shall:
- 5.41 Serve for a period of one year.
- 5.42 Elect a Chairman by majority vote by the third week in April.
- 5.43 Have sole original jurisdiction in all cases arising under this Constitution.
- 5.44 Have jurisdiction over election disputes arising under Article III.
- 5.45 Create and amend an Election Code to be submitted to the Student Senate for approval by a majority of the Student Senators present.
- 5.46 Conduct all general elections arising under this Constitution or referred to it by other University policy-making boards or administrative bodies.
- 5.47 Interpret the Election Code.
- 5.48 Adopt by laws by majority vote.
- 5.49 Investigate grievances filed for malfeasance, neglect of duty, or improper conduct against any officer of the Students' Association or any member of the Student Senate.
- 5.5 The Chairman of the Judicial Commission shall:
- 5.51 Administer the oath of office to all new officers of the Students' Association.
- 5.52 Perform any and all duties properly incumbent on the chief judicial officer of the Students' Association.
- 5.53 Chair the Judicial Commission.
- 5.54 Preside over removal proceedings referred to in 6.3.
- 5.55 Determine the validity of petitions referred to in 7.2.
- 5.6 A quorum shall consist of five Commissioners, and no formal action shall be taken without a quorum present.
- 5.7 Commissioners who are absent from three (3) scheduled meetings of the Judicial Commission shall be automatically removed from office. When a vacancy occurs, the Students' Association President shall accept applications from any student to fill that position unless the vacancy occurs within four weeks prior to the convening of the Judicial Selection Committee. Appointment shall be made by the President subject to approval by a majority of the Student Senators present.
- 5.8 Removal from office may be reversed by a vote of five Commissioners.
- 5.9 The Appellate Court shall have jurisdiction as to matters of law in all cases from the Judicial Commission. The Appellate Court shall have discretionary review jurisdiction. The Appellate Court shall prescribe all rules of procedure, practice, and evidence of that court.
- 5.10 The members of the Appellate Court shall choose a Chairman and all three justices shall constitute a quorum.

ARTICLE VI: REFERENDUM AND RECALL

- 6.1 The rights of statutory initiative and referendum may be exercised by the members of the Students' Association upon petition of a number of students equal to fifteen percent (15%) of the total number of ballots cast in the last general election.
- 6.2 The Student Senate may refer, by majority vote, any past or pending action to the members of the Students' Association for a vote.
- 6.3 Any officer of the Students' Association or any member of the Student Senate may be removed from office for due cause by a 3/4 vote of the total voting membership of the Student Senate. The Chair of the Judicial Commission shall preside at such proceedings and all proceedings shall be open to the public.

ARTICLE VII: AMENDMENTS

- 7.1 Any proposed amendment to this Constitution, passed by a 2/3 vote of the total voting membership of the Student Senate shall become binding and a part of this Constitution upon receiving a majority of the ballots cast on the amendment in an election by the members of the Students' Association.
- 7.2 Constitutional initiative may be exercised by the Students' Association upon petition of a number of students equal to thirty percent (30%) of the total number of ballots cast in the last general election. Upon presentation of such petition to the President, the Judicial Commission shall determine the validity to the petition. If the petition be held valid, the Student Senate shall order an election, and upon receiving a majority of the ballots cast in an election by the members of the Students' Association, the proposed amendment shall become binding and a part of this Constitution.
- 7.3 Any proposed amendment, together with the parts of the Constitution affected, shall be published in The University of Texas at Austin student newspaper at least one week prior to the election.

ARTICLE VIII: NEW CONSTITUTION

- 8.1 A proposed new Constitution must originate in the Student Senate and be recommended by 2/3 of its voting membership and published at least three weeks before it shall be submitted to the members of the Students' Association, except that a proposed new Constitution may also originate with a constitutional commission, consisting of no less than twelve (12) members. Such commission must be established by the Student Senate on petition of a number of students equal to thirty percent (30%) of the total number of ballots cast in the last general election.
- 8.2 A proposed new Constitution initiated by either of the above procedures will be ratified upon receiving a majority of the ballots cast at the next general election or at a special election called by the Student Senate.

ARTICLE IX: GENERAL PROVISIONS

- 9.1 This Constitution and Laws of the Students' Association, and amendments thereto, are subject to provisions of the Rules and Regulations of the Board of Regents of The University of Texas System.
- 9.2 This Constitution and Laws supersedes all previous Constitutions and Laws. All laws heretofore now in effect and not in conflict with any provision of this Constitution and Laws are hereby declared to be binding and valid as statutory enactments.
- 9.3 Two elective offices shall not be held simultaneously by the same person, nor shall two persons simultaneously hold the same elective office.

- 9.4 Every elected official of the Students' Association, before entering upon the execution of his duties of office shall take the following oath or affirmation: "I do solemnly swear (or affirm) that I will faithfully execute the duties of my office, and will to the best of my ability uphold the Constitution and Laws of the Students' Association." All elected officials shall be sworn in on the first Monday in April.
- 9.5 The summer session of The University of Texas at Austin shall be considered a regular session only for those officers, representatives, and members of the Students' Association enrolled in summer school. All action taken by the legislative body during the summer session shall be approved by the legislative body at its first meeting of the fall semester.
- 9.6 This Constitution and Laws shall take immediate effect and be in force when it shall have been ratified by a majority of ballots cast in an election by the members of the Students' Association and approved by the appropriate University authorities.
- 9.7 All officials elected under the requirements of the previous constitution which this constitution supersedes, shall remain in their corresponding offices and exercise their corresponding duties and responsibilities as set forth in this Constitution until their terms of office have expired.

ARTICLE X: STUDENT SERVICES FEES COMMITTEE

- 10.1 The student representatives on the Student Services Fees Committee shall be three students appointed by the Students' Association President and approved by a majority of the Student Senators present, the Students' Association President, and the Students' Association Vice-President.
- 10.2 The Student Services Fees Committee shall make recommendations regarding the allocation of proceeds and amounts to be charged for mandatory student services fees and optional fees in accordance with University policy regarding the Student Services Fees Committee. The recommendations of the Student Services Fees Committee shall be made known to the Student Senate and to the University President.

FILE NO. B
DOCUMENT _____
REMARKS _____

Outside Employment

4. U. T. Austin: Permission for (a) Dr. Arthur E. Maxwell to Serve on the Sea Grant Review Panel of the U. S. Department of Commerce and (b) Dr. Martha S. Williams to Serve on the Governor's Blue Ribbon Commission for the Comprehensive Review of the Criminal Justice Corrections System, [Regents' Rules and Regulations, Part One, Chapter III, Sections 13.(10) and 13.(11)]. --Permission was granted for the following individuals at The University of Texas at Austin to serve as indicated:

- a. Dr. Arthur E. Maxwell, Professor of Geological Sciences and Director of the Institute for Geophysics, on the Sea Grant Review Panel of the U. S. Department of Commerce, for a three-year term beginning immediately

Dr. Maxwell will receive compensation for his services as well as reimbursement of actual and reasonable expenses incurred in the performance of his duties.

- b. Dr. Martha S. Williams, Dean of the School of Social Work, on the Governor's Blue Ribbon Commission for the Comprehensive Review of the Criminal Justice Corrections System for a term extending from June 1982 through December 1982

Dr. Williams will receive no remuneration for her services, but will be reimbursed for reasonable and necessary expenses incurred in the performance of her duties while on the Commission.

These appointments are of benefit to the State of Texas and create no conflict with the individuals' regular duties at U. T. Austin. They are in accordance with approval requirements for positions of honor, trust or profit provided in Article 6252-9a of Vernon's Civil Statutes and Sections 13.(10) and 13.(11) of Chapter III of Part One of the Regents' Rules and Regulations.

5. 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) School of Law; (d) College of Liberal Arts; and (e) College of Natural Sciences Effective September 1, 1982. --Approval was given to appoint the following individuals to the indicated endowed academic positions at The University of Texas at Austin effective September 1, 1982:

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

- (1) Dr. William H. Cunningham, Professor, Department of Marketing Administration, and Associate Dean, College of Business Administration and Graduate School of Business, the first holder of the Foley's/Sanger Harris Centennial Professorship in Retail Merchandising

FILE NO. 1667
DOCUMENT
REMARKS

See Page 110 for establishment of this Professorship.

- (2) Dr. Abraham Charnes, Jesse H. Jones Professor, Graduate School of Business, and Professor, Departments of General Business, Computer Sciences and Mathematics, the initial holder of the John P. Harbin Centennial Professorship in Business

FILE NO. 1667
DOCUMENT
REMARKS

It was noted that Dr. Charnes will vacate the currently held endowed position on the effective date of his new appointment.

See Page 110 for establishment of this Professorship.

- (3) Dr. William J. Lord, Jr., Professor of Business Communication, the initial holder of the Texas Commerce Bancshares, Inc. Centennial Professorship in Business Communication

FILE NO. 1062
DOCUMENT
REMARKS

See Page 105 for establishment of this Professorship.

b. College of Engineering

Dr. Richard W. Furlong, Professor, Department of Civil Engineering, the first holder of the Donald J. Douglass Centennial Professorship in Engineering

FILE NO. 1030
DOCUMENT
REMARKS

See Page 106 for establishment of this Professorship.

c. School of Law

Professor David G. Epstein to the James R. Dougherty Chair for Faculty Excellence for the 1982-83 academic year

FILE NO. 1070
DOCUMENT
REMARKS

It was noted that Professor Epstein will receive no remuneration from this Chair during his period of appointment, and he will also hold the Fulbright and Jaworski Professorship in Law as approved by the Board at its April 8, 1982 meeting.

d. College of Liberal Arts

- (1) Dr. James L. Kinneavy, Professor, Department of English, the initial holder of the Jane and Roland Blumberg Centennial Professorship in English
- (2) Dr. William S. Livingston, Professor, Department of Government, and Vice President and Dean of Graduate Studies, the first holder of the Jo Anne Christian Centennial Professorship in British Studies
- (3) Dr. William B. Todd, Professor, Department of English, the first holder of the Mildred Caldwell and Baine Perkins Kerr Centennial Professorship in English History and Culture

FILE NO. 1050
DOCUMENT
REMARKS

FILE NO. 1070
DOCUMENT
REMARKS

FILE NO. 1070
DOCUMENT
REMARKS

- (4) Dr. Robert D. King, Professor, Department of Linguistics, and Dean of the College of Liberal Arts, the initial holder of one of the Rapoport Centennial Professorships of Liberal Arts

FILE NO. 1022
DOCUMENT
REMARKS

See Page 113 for establishment of this Professorship.

e. College of Natural Sciences

Dr. Edward W. Odell, Associate Professor, Department of Mathematics, the initial holder of The President's Associates Centennial Teaching Fellowship in Mathematics for the 1982-83 academic year.

FILE NO. 1020
DOCUMENT
REMARKS

6. U. T. Austin: Dr. Wayne R. Pennington Designated the 1982-83 Recipient of the Union Oil Company Faculty Fellowship Award. -- Dr. Wayne R. Pennington, Assistant Professor in the Department of Geological Sciences at The University of Texas at Austin, was designated the recipient of the Union Oil Company Faculty Fellowship Award for 1982-83.

FILE NO. 111
DOCUMENT
REMARKS

This nonendowed award was made possible by a \$10,000 gift from the Union Oil Company of California Foundation for use as a salary supplement for a nontenured faculty member in geophysics, and the acceptance of the gift is reported in the institutional docket for this meeting.

7. U. T. Austin: Research Agreement with Johnson & Johnson, New Brunswick, New Jersey (Patents). -- The Board approved the research agreement set out on Pages 31-66 by and between Johnson & Johnson, New Brunswick, New Jersey, and The University of Texas at Austin wherein Johnson & Johnson will be granted an exclusive, world-wide license to use and sell products which U. T. Austin may patent as a result of this agreement and the University will reserve a right to practice the invention for educational purposes.

Agreement
FILE NO. 400
DOCUMENT
REMARKS

It was noted that Johnson & Johnson, whose funding commitment is \$1,297,537 over a four-year period, will pay the University a royalty on net sales of products.

AGREEMENT

THIS AGREEMENT, effective as of the 15th day of July, 1982,

by and between

THE UNIVERSITY OF TEXAS AT AUSTIN, Austin, Texas 78712 (hereinafter "UNIVERSITY") a component institution of the University of Texas System;

DR. R. MALCOLM BROWN, JR., University of Texas at Austin,
Department of Botany, Austin, Texas 78712
(hereinafter "DR. BROWN"); and

JOHNSON & JOHNSON, a corporation of New Jersey having offices at
501 George Street, New Brunswick, New Jersey 08903
(hereinafter "J&J").

WITNESSETH

WHEREAS, DR. BROWN has considerable expertise and is a
recognized authority in the field of microbial cellulose; and

WHEREAS, the UNIVERSITY has arranged for DR. BROWN to join
its faculty as a Professor in the Department of Botany and to
conduct research in the area of microbial cellulose;

WHEREAS, J&J desires to support research by DR. BROWN in
the field of microbial cellulose in exchange for certain rights
to the fruits of that research;

WHEREAS, DR. BROWN and the UNIVERSITY are willing to grant
to J&J certain rights in regard to DR. BROWN's research at the
UNIVERSITY as hereinafter defined;

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

1) RESEARCH PROGRAM

- A) The initial term of the Research Program shall be for a
period of four (4) years, commencing on August 1, 1982,
and terminating on July 31, 1986. Thereafter, the term

of the Research Program may be extended for additional one (1) year periods at the request of J&J with the concurrence of the UNIVERSITY and DR. BROWN. In the event the UNIVERSITY declines to comply with J&J's request to extend the Research Program, the Research Program shall terminate at the end of the then current contract year, and the UNIVERSITY shall be precluded from entering into any research program on microbial cellulose with any other industrial sponsor for a period of three (3) years from the termination of the Research Program without the prior written consent of J&J.

- B) The Research Program will be conducted in accordance with the proposal by DR. BROWN attached hereto as Appendix A. This program may be revised from time to time by mutual agreement as the research proceeds.
- C) During the term of the Research Program, DR. BROWN will submit semiannual written reports to J&J, setting forth the technical progress made during the previous six (6) month period and identifying the research effort and goals to be undertaken during the next six (6) month period.
- D) J&J personnel will be given reasonable access to the research records and facilities at the UNIVERSITY relating to the Research Program and will have the right to participate with DR. BROWN in the Research Program within the bounds of open scientific exchange between colleagues, it being understood that in the event any formal training or work program is required by J&J, specific arrangements for such program will be made with

the UNIVERSITY. J&J will coordinate contact between its personnel and DR. BROWN to avoid unnecessary and repetitive visits and disruptions to the Research Program.

D) DR. BROWN and his colleagues in the Research Program will be given access to J&J's facilities relating to the Research Program, subject, however, to reasonable restrictions by J&J to protect proprietary information not directly relevant to the success of the Research Program.

E) The Research Program requires the professional direction of DR. BROWN. In the event DR. BROWN is for any reason unable to continue during the funding period, J&J shall be so notified, whereupon J&J shall have the option to either terminate the Research Program on six (6) months notice to the UNIVERSITY, or to continue without DR. BROWN; and, if the program is to be continued, the UNIVERSITY will use its best efforts to secure a suitable replacement for DR. BROWN.

2) FUNDING BY J&J

A) The initial four (4) year term of the Research Program from August 1, 1982, through July 31, 1986, will be funded by J&J at a level not to exceed \$1.3 million dollars.

B) J&J will fund the Research Program in accordance with the budget submitted by DR. BROWN attached hereto as Appendix B, including the following schedule of annual payments which may be revised by mutual agreement to meet the changing needs of the Research Program.

\$603,955 during the first year
 \$209,308 during the second year
 \$230,595 during the third year
 \$253,679 during the fourth year

The amount specified for the first contract year less any amount advanced by J&J to the UNIVERSITY shall be payable as of the date this Agreement is formally executed and approved by all the parties. The amount specified for each succeeding contract year shall be payable in two (2) installments not later than ten (10) days prior to the first and seventh months of the contract year (August and February, respectively), and the UNIVERSITY shall submit a funding request to J&J not later than thirty (30) days prior to the first and seventh months of each such contract year, stating the amount of funding required for the upcoming six (6) month period of the Research Program.

- C) Funding hereunder shall be in the form of a research grant, and the UNIVERSITY shall not be required to account for the expenditure of funds beyond the general categories of Personnel, Equipment, Supplies, Travel and Miscellaneous as set forth in the budget of Appendix B hereof, or to return any unexpended funds at the conclusion of the Research Program. All supplies and equipment purchased by the UNIVERSITY with funds dedicated to the Research Program shall be and remain the sole property of the UNIVERSITY.
- D) If the term of the Agreement is extended beyond July 31, 1986, additional funding will be provided by J&J at a level reasonably necessary to the continued progress of the Research Program, as mutually determined by J&J, the UNIVERSITY, and DR. BROWN.

B) Funding for the Research Program will be exclusively by J&J unless additional funds are made available to the UNIVERSITY for its unrestricted use by the U.S. Government or private sources which are approved by J&J. The UNIVERSITY will consult with J&J regarding the use of any equipment or facility in connection with the Research Program which has been acquired, in whole or in part, through U.S. Government funding. OMB Circular A-124 is referenced herein as establishing the U.S. Government patent policy applicable to any government funding of the Research Program.

4) LICENSE RIGHTS TO J&J

A) The UNIVERSITY agrees to grant and hereby grants to J&J an exclusive, worldwide license under UNIVERSITY Patent Rights and Know-How to make, use and sell Product, reserving only for its own use a right to practice such UNIVERSITY Patent Rights and Know-How for educational purposes. J&J shall have the right to grant sublicenses to its U.S. and foreign Affiliates under the same terms and conditions as J&J is licensed.

B) In consideration of the license granted in Paragraph 4(A) hereof, J&J agrees to pay the UNIVERSITY a royalty on Net Sales of Products, the manufacture, sale or use of which is subject to a license under UNIVERSITY Patent Rights. Royalty rates will be established for each Product at the time the Product is defined and commercialization is projected. Royalty rates for Products licensed under an issued patent included in UNIVERSITY Patent Rights shall not exceed:

- 1) Four percent (4%) for medical specialty items such as sterile bandages, burn dressings, orthopedic products and the like;

ii) One percent (1%) for industrial and consumer items such as sanitary napkins, tampons, baby diapers, absorbent wipes, filter papers and the like.

Royalty rates for Products other than those categorized above shall be negotiated by J&J and the UNIVERSITY on an individual basis with reference to the above-established maximum royalty rates as a guide for determining a reasonable royalty rate for such other Products.

Royalty rates for Products licensed under a pending application included in UNIVERSITY Patent Rights shall be one-half (1/2) of the above values for a maximum payment period of five (5) years from the date of first commercial introduction of such Products.

- C) If any Product sold by J&J or an Affiliate is subject to a license from the UNIVERSITY under two (2) or more patents and/or patent applications, only one (1) royalty which shall be the highest of the applicable individual royalties shall be payable to the UNIVERSITY.
- D) If the final form of any Product sold by J&J or an Affiliate subject to a license under UNIVERSITY Patent Rights is a combination of microbial cellulose and other components not subject to license, then the Net Sales subject to payment of royalties shall be based upon the relative cost of the microbial cellulose component to the total cost of the Product as established by the standard cost sheets and accounting procedures of J&J.

E) Any license granted to J&J by the UNIVERSITY as a result of this Research Program shall conform to the established patent policy of the UNIVERSITY attached hereto as Appendix C.

F) As used herein, the following terms shall have the following meanings:

- (i) "Affiliate" shall mean, with respect to J&J, any present or future domestic or foreign corporation at least forty percent (40%) of whose voting or other capital stock shall at the time be owned or controlled, directly or indirectly, by J&J.
- (ii) "Net Sales" shall mean the amount actually billed by J&J and its Affiliates on sales of Product licensed under UNIVERSITY Patent Rights after deducting for trade and/or quantity discounts allowed and taken, credits or allowances for returned merchandise or price adjustment based on decrease in prices of Product, and other adjustments such as for cash discounts, insurance, transportation charges and bad debts determined in accordance with J&J's established accounting practice. Sales of Product between J&J and any of its Affiliates shall not be included in the computation of Net Sales, but only when such Product is sold to a third party.
- (iii) "Product" shall mean microbial cellulose and articles of manufacture utilizing or incorporating microbial cellulose, the manufacture, sale or use

of which is covered by a valid claim in an issued patent or pending patent application included within UNIVERSITY Patent Rights.

(iv) "UNIVERSITY Patent Rights" shall mean U.S. and foreign patents and patent applications relating to the manufacture or use of microbial cellulose which are owned or controlled by the UNIVERSITY and are acquired by the UNIVERSITY directly or indirectly as a result of studies conducted under the Research Program.

(v) "UNIVERSITY Know-How" shall mean all confidential technical data, information and knowledge relating to the manufacture or use of microbial cellulose which are acquired by the UNIVERSITY directly or indirectly as a result of studies conducted under the Research Program.

5) COMMERCIALIZATION

- A) J&J will be solely responsible for all decisions relating to the commercialization and marketing of Products licensed hereunder and will bear the entire cost of preparing such Products for market and for obtaining governmental approvals where required.
- B) It is anticipated that the first commercialization by J&J of a medical specialty product based on microbial cellulose will occur within two (2) years following successful completion of the Research Program, and that a major manufacturing plant for industrial and commercial items based on microbial cellulose will be

completed in 1990 to 1995. Five (5) years after the issue date of any patent licensed to J&J hereunder, the UNIVERSITY may request J&J to demonstrate reasonable diligence in pursuing the development, governmental approval or commercialization of a Product licensed under such patent as a condition of maintaining its exclusive license thereunder. Upon failure of J&J to demonstrate such reasonable diligence, the UNIVERSITY shall have the right to convert J&J's exclusive license under such patent to a nonexclusive license and to license third parties under such patents.

- C) In the event the UNIVERSITY converts J&J's license from an exclusive to a nonexclusive license and thereafter grants to any third party a license to manufacture and sell Products upon terms and conditions differing from those accorded to J&J, the UNIVERSITY shall promptly offer J&J the benefit of such differing terms and conditions, which upon acceptance by J&J, shall be retroactive to the date that such terms and conditions were accepted by said third party.
- D) J&J, as exclusive licensee of the UNIVERSITY, shall have the right to sublicense third parties to make, use and/or sell Products under UNIVERSITY Patent Rights and Know-How where such Products are outside the scope of J&J's marketing interest. Any such license granted by J&J shall be promptly noticed to the UNIVERSITY and twenty-five percent (25%) of any royalty income realized by J&J as a result of such license shall be paid by J&J to the UNIVERSITY in lieu of any other royalty payments by J&J on the sale of Product by such third party.

6 PATENT RIGHTS

- A) The UNIVERSITY will have primary responsibility for obtaining patent protection on inventions made by DR. BROWN and his associates under the Research Program. The UNIVERSITY will consult with J&J in connection with the filing and the prosecution of U.S. and foreign patent applications on such inventions and will keep J&J fully informed on the status of all pending patent applications.
- B) DR. BROWN agrees to disclose to the UNIVERSITY and to J&J all potential inventions made in connection with the Research Program as recognized by DR. BROWN, his associates or J&J. The UNIVERSITY will promptly review such disclosures in accordance with its Patent Policy and advise DR. BROWN and J&J within forty-five (45) days from receipt thereof whether the UNIVERSITY intends to seek patent protection on such inventions.
- C) In each case where the UNIVERSITY files a U.S. application, J&J shall designate those countries where it desires corresponding foreign patent applications to be filed, which applications shall thereupon be filed and prosecuted by the UNIVERSITY, and J&J shall pay all the costs associated with the filing, prosecution and maintenance of such foreign applications. Actual costs incurred by J&J in connection with such foreign patent applications shall be treated as an advance against royalties otherwise payable to the UNIVERSITY under this Agreement. The UNIVERSITY shall have the right to file additional applications at its own expense in foreign countries not designated by J&J.

- D) J&J shall have the right to terminate its financial responsibility for foreign patents filed under Paragraph (C) above by giving the UNIVERSITY sixty (60) days notice of its intent to discontinue the prosecution and/or maintenance of such patents and patent applications, whereupon the UNIVERSITY shall have the option to continue such patents and patent applications by assuming all future financial responsibility therefor.
- E) If the UNIVERSITY declines to file a U.S. patent application on any disclosed invention made by DR. BROWN or his associates under the Research Program, J&J shall have the right to prepare and file patent applications in the U.S. and in foreign countries on such invention and the UNIVERSITY will assign such patent applications to J&J, reserving only a right to practice such invention for its own use for educational purposes.
- F) Any inventions made solely by employees of J&J relating to microbial cellulose production, products or uses shall be and remain the sole property of J&J.
- G) Any inventions made jointly by DR. BROWN or his associates and employees of J&J during the course of the Research Program relating primarily to the general production of microbial cellulose will be assigned to the UNIVERSITY and licensed to J&J under the same terms and conditions as inventions made solely by DR. BROWN during the course of the Research Program. Any inventions made jointly by DR. BROWN or his associates and employees of J&J relating primarily to products or uses of microbial cellulose will be assigned to J&J, and J&J will be responsible for obtaining U.S. and foreign patents on such inventions.

8) In each case where either the UNIVERSITY or J&J undertakes to file a U.S. and/or foreign patent application on an invention made in whole or in part by DR. BROWN in connection with the Research Program, DR. BROWN agrees to execute any documents which may be required to vest title to such patent applications in either the UNIVERSITY or J&J, whichever is entitled to receive such assignment under the terms of this Agreement.

9) The UNIVERSITY acknowledges, subject to the Outside Employment Policies of the UNIVERSITY, that DR. BROWN has been retained by J&J as a consultant in the field of microbial cellulose and that, in such capacity, he will be working closely with employees of J&J in the development of microbial cellulose production process and products. Any inventions made by DR. BROWN in his capacity as a consultant to J&J and not during the course of his work under the Research Program at the UNIVERSITY, shall be assigned by DR. BROWN to J&J in accordance with his Consulting Agreement. J&J agrees, however, to notify the UNIVERSITY of any such inventions and to provide, upon request, information regarding the conception and reduction to practice of such inventions.

6) CONFIDENTIALITY

The UNIVERSITY and J&J will each take reasonable precautions to protect the confidentiality of any proprietary information received from the other party and to limit the dissemination of such information to those of its employees, consultants and contractors who have a real and demonstrable need to know such information and have a written obligation

to protect the confidentiality thereof. J&J shall be free to disclose confidential information to government agencies when reasonably necessary to obtain approval for clinical studies or commercial sales of products utilizing microbial cellulose. These obligations of confidentiality shall continue during the term of the Research Program and for a period of five (5) years thereafter, but shall not apply to any information which:

- a) is in the public domain at the time of disclosure;
- b) becomes part of the public domain subsequent to disclosure through no fault of the receiving party;
- c) the receiving party can show was within its possession prior to disclosure by the other party; or,
- d) the receiving party lawfully acquires from a third party which did not acquire it directly or indirectly from the other party.

7) PUBLICATIONS

- A) The UNIVERSITY will have the first right to publish data and other scientific information resulting from the Research Program, but shall not identify J&J in such publications without the prior written consent of J&J. DR. BROWN agrees that J&J and the UNIVERSITY shall have up to thirty (30) days to review manuscripts prior to submission for publication. J&J and the UNIVERSITY each agree to promptly review such manuscripts for patentable subject matter and either party shall have the right to delay the submission for publication for an additional

period of up to sixty (60) days if reasonably necessary to allow for the preparation and filing of a U.S. patent application utilizing the information contained in such manuscripts. The party requesting delay of publication agrees to exercise reasonable diligence to effect filing of the patent application and to release the manuscript for publication with minimum delay.

- B) J&J will not publish any data or scientific information resulting from the Research Program without prior review and approval of the UNIVERSITY, excluding only such data and information as is reasonably included in patent applications which J&J is entitled to file hereunder, and will not identify the UNIVERSITY in any such publications without the prior written consent of the UNIVERSITY.

9) RECORDS AND REPORTING

- A) J&J agrees that it and its Affiliates will keep full, true and accurate books of account containing a complete record of all data necessary for the computation of royalties payable to the UNIVERSITY hereunder.
- B) Royalties shall be computed on a semiannual calendar basis commencing with the first commercial sale of a product licensed hereunder, and J&J shall report to the UNIVERSITY within sixty (60) days following the last day of each reporting period during which this Agreement is in effect the total Net Sales of product on which royalties are payable, and shall pay with each such report the royalty indicated thereby to be due.

- C) The UNIVERSITY, at its own expense, shall have the right to nominate an independent certified public accountant satisfactory to J&J who shall have access during reasonable business hours to such of J&J's records which are necessary to verify the accuracy of unverified royalty reports for the past three (3) reporting years, but this right may not be exercised more than once in any one (1) calendar year.
- D) Royalties based on sales in any foreign country shall be payable by J&J to the UNIVERSITY in the United States and in U.S. dollars at the rate of exchange prevailing on the closing date of the semiannual report, provided, however, that J&J shall, before making payment to the UNIVERSITY, deduct for exchange and all other charges due the foreign government, including withholding taxes arising from the origin and transmittal of such royalties, and provide further that royalties payable on Net Sales of Product in foreign countries shall not exceed the rates permitted by law in such countries.

In the event the laws of any foreign country prohibit the conversion of local currency into United States dollars, all royalties payable to the UNIVERSITY in respect of Net Sales of Product in such foreign country shall be deposited in the local currency to the account of the UNIVERSITY in a local bank designated by the UNIVERSITY.

- E) The UNIVERSITY shall keep true and accurate records of its expenditures in connection with the Research Program, and shall file accounting reports with J&J on a semiannual calendar basis showing expenditures in the

general categories of Personnel, Equipment, Supplies, Travel and Miscellaneous as set forth in the budget of Appendix B hereof.

10) PATENT LITIGATION

A) In the event that there is infringement by a third party of any patent licensed to J&J hereafter on a substantial commercial scale and J&J notifies the UNIVERSITY in writing to that effect, including in said written notice prima facie evidence of such third party infringement, and if prior to the expiration of ninety (90) days from the date of said notice the UNIVERSITY has either obtained a discontinuance of such infringement or brought suit against the third party infringer, then the obligation of J&J or its Affiliate to pay royalties under such licensed patent shall continue unabated. The UNIVERSITY shall bear all the expenses of any suit brought by it and shall retain all damages or other monies awarded or received in settlement of such suit. J&J will cooperate with the UNIVERSITY in any such suit and shall have the right to consult with the UNIVERSITY and be represented by its own counsel at its own expense.

If after the expiration of ninety (90) days from the date of said notice the UNIVERSITY has not obtained a discontinuance of such infringement or brought suit against the third party infringer, then J&J and its Affiliates shall be relieved of all obligation to make payment of further royalties under such licensed patent until such time as either the third party infringement has ceased or suit for infringement has been filed by the UNIVERSITY. Alternatively, J&J shall, as exclusive

licensee, have the right after such ninety (90) day notice period to bring suit against such infringer and join the UNIVERSITY as a party plaintiff, provided that J&J shall bear all the expenses of such suit. The UNIVERSITY will cooperate with J&J in any such suit and shall have the right to consult with J&J and be represented by its own counsel at its own expense. Royalties which are based solely on such infringed patent which accrue during the pendency of such suit shall be held in escrow by J&J until a final decision is rendered by a court of competent jurisdiction from which no appeal can be or is taken. In the event the patent under which such royalties are payable is held to be invalid, the accrued royalties shall be retained by J&J to offset litigation expenses. In the event the validity of the patent is upheld, the accrued royalties shall be paid to the UNIVERSITY. Any damages or other monies awarded or received in settlement of such suit shall be retained by J&J in satisfaction of its litigation expenses.

- B) In the event any claim of a patent licensed to J&J hereunder is held to be invalid by a court of competent jurisdiction from which no appeal can be or is taken, the license to J&J under such invalid claim shall continue in effect thereafter royalty-free, but such determination of invalidity shall not affect the obligation of J&J to pay royalties under any other patent licensed to J&J by the UNIVERSITY under this Agreement.
- C) In the event J&J or an Affiliate is charged with infringement of a patent held by a third party as a result of the manufacture, use or sale of a Product

licensed hereunder, and as a result of litigation or settlement is required to pay royalties or other monies to such third party, J&J or such Affiliate may deduct from the amount of royalties due the UNIVERSITY on Net Sales of such Product an amount equal to the lesser of (a) fifty percent (50%) of the royalties actually paid to such third party, or (b) fifty percent (50%) of the royalty payments otherwise due the UNIVERSITY on sales of such Product.

11) TERMINATION

- A) Unless terminated by mutual agreement, or otherwise as provided herein, this Agreement shall continue in effect for the duration of the Research Program and the term of any patents or patent applications licensed to J&J hereunder.
- B) Either party shall have the right, subject to Paragraph (C) hereof, to terminate this Agreement on the grounds of substantial breach by the other party of its obligations hereunder.
- C) Either party alleging breach of this Agreement shall give written notice to the other party of its intent to terminate, stating the grounds therefor. The party receiving such notice shall have a period of sixty (60) days from the receipt thereof to cure the failure or breach. In the event said failure or breach is cured within said sixty (60) day period, said notice shall be of no effect. In the event said failure or breach is not cured, termination shall occur at the end of said sixty (60) day period. In no event shall a party serving such notice of intention to terminate be deemed

to have waived any of its rights to damages or other remedies which said serving party may have as a consequence of said failure or a breach.

12) MISCELLANEOUS

- A) The parties agree that where necessary or desirable to facilitate the payment of royalties or for other good and sufficient reasons, the UNIVERSITY shall grant direct licenses under the same terms and conditions as set forth in this Agreement to foreign Affiliates of J&J under such patents as may be applicable to such Affiliates territorial field of operation. Affiliates so licensed shall thereafter report Net Sales and pay royalties directly to the UNIVERSITY, and the activities of such Affiliates shall not be included in any report by J&J to the UNIVERSITY.
- B) All communications, reports, payments and notices required by this Agreement shall be in writing and shall be addressed to the parties at their respective addresses as follows unless notification of a changed address is given in writing.

In the case of the UNIVERSITY, to:

Dr. G. J. Fonken, Vice President for
Academic Affairs and Research
The University of Texas at Austin
Austin, Texas 78712

In the case of DR. BROWN, to:

The University of Texas at Austin
Department of Botany
Austin, Texas 78712
ATTN: Dr. R. Malcolm Brown;

In the case of J&J, to:

Johnson & Johnson Products, Inc.
501 George Street
New Brunswick, New Jersey 08903
ATTN: Dr. Thomas G. Gerding

- C) Neither party shall be liable for any default or delay in its performance hereunder caused by any contingency beyond its control, including without limitation, war, restraints effecting shipping, strikes, lockouts, fires, accidents, floods, droughts, natural calamities, short or reduced supply of fuel or raw materials, demand or requirements of the government or of any governmental agency, and restraining orders or decrees of any court or judge of competent jurisdiction.
- D) This Agreement represents the entire understanding between the UNIVERSITY and J&J with respect to the Research Program and the commercialization of Products licensed hereunder. Except as provided for herein, the parties make no covenant or other commitment concerning their future actions. Nothing herein shall be construed to impose on J&J any obligation to develop or market Products licensed under UNIVERSITY Patent Rights in opposition to the free and independent business judgment of J&J. It is further understood that J&J may independently develop and market products competitive with Products licensed hereunder, and nothing herein shall be construed to impose any restrictions on such independent activity by J&J.
- E) No press release or other public disclosure or information regarding this Agreement shall be made by either party without the prior written approval of the other party, except as required by law.

F) This Agreement shall be binding upon and innure to the benefit of the parties hereto, their heirs, assignees and successors in business. This Agreement may be freely assigned by J&J to an Affiliate, but shall not otherwise be assigned by either party without the written consent of the other.

G) This Agreement shall be interpreted in accordance with the laws of the State of Texas.

IN WITNESS WHEREOF the parties have caused this Agreement to be duly executed as of the day and year first above written.

UNIVERSITY OF TEXAS AT AUSTIN

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

R. MALCOLM BROWN, JR.

R. Malcolm Brown, Jr.

JOHNSON & JOHNSON

By J. C. Walcott
J. C. Walcott
Executive Committee

OBJECTIVES: To define the directions of research leading to the commercialization of microbial cellulose

GOALS: There are two classes of goals in meeting these objectives

SHORT TERM GOALS (in which the following ACTIONS will be taken to achieve the desired goal):

ACTION # 1: SEARCH FOR NEW CELLULOSE-PRODUCING STRAINS

- A. Search for new, diverse, and optimized cellulose-producing strains (so far, the following bacteria are known to produce cellulose: ACETOBACTER ; RHIZOBIUM ; AGROBACTERIUM ; ALCALIGENES ; AND TYPHLOMONAS)
- B. Search for photosynthetic microbes which synthesize cellulose (the blue-green algae are excellent candidates)
- C. Characterize and define new cellulose-producing strains
- D. Characterize and define new forms of cellulose from these strains (i.e., such as the soluble, acetyl-cellulose produced by ACETOBACTER.)
- E. Maintain a culture collection of new cellulose-producing strains
- F. Report to Johnson and Johnson on the new forms of cellulose produced by new strains
- G. Provide cultures of new strains to the company

ACTION #2: OPTIMIZATION OF CELLULOSE PRODUCTION

- A. Search for alternative and optimal media for cellulose synthesis
- B. Characterize the type of cellulose produced by a given substrate
- C. Measure the rate of cellulose synthesized on a given substrate
- D. Provide information to the company on optimized rates of synthesis or variation in cellulose production

ACTION #3: ANALYSIS OF NATURAL MUTATIONS

- A. Test for reversion frequency of mutations leading to the production of altered cellulose products
- B. Examine properties of altered cellulose (including morphology, hydrophilicity, wet strength, degree of polymerization, crystallinity, etc.)
- C. Measure rate of synthesis of altered cellulose
- D. Define conditions leading to mutations
- E. Develop procedures to minimize mutations
- F. Report to the company on the conditions leading to mutations and solutions for minimizing these mutations-

ACTION #4: EFFECTS OF MIXED CULTURES ON CELLULOSE SYNTHESIS

- A. Determine the potential for microbial production of cellulose while growing in association with diverse organisms
- B. Measure the rate of increase of cellulose production from mixed cultures
- C. Study the potential enhancement of cellulose production from mixed photosynthetic cultures (i.e., can some algae through photosynthesis provide useful organic substrates for cellulose synthesis?)
- D. Characterize the cellulose produced in association with other organisms

ACTION # 5: EXPERIMENTAL ALTERATION OF CELLULOSE ASSEMBLY

- A. Experimentally alter the cellulose produced (by such agents as Calcofluor, Congo Red, etc).
- B. Examine and characterize the properties of the altered cellulose
- C. Measure the rate of altered cellulose synthesis
- D. Provide samples of altered cellulose to Johnson and Johnson
- E. Provide information to the company on the morphological and physical properties of the altered cellulose

ACTION # 6: PROCESS DESIGN FOR CELLULOSE BIOTECHNOLOGY

- A. Explore efficient technologies in the bioproduction of cellulose
- B. Optimize the glucose conversion efficiency of ACETOACTER and other microbes
- C. Design laboratory production models for batch and continuous culture of microbial cellulose
- D. Produce small test batches of cellulose for Johnson and Johnson

LONG TERM GOALS

ACTION # 1: MICROFIBRIL ASSEMBLY

- A. Investigate the mechanisms of microfibril assembly
- B. Study the role of membranes in microfibril assembly
- C. Examine the possible role of "porin" in in vivo microfibril extrusion in ACETOBACTER
- D. Review the effects of temperature, pH, osmolarity, light, aeration, and agitation on microfibril formation

ACTION # 2: IN VITRO MICROFIBRIL ASSEMBLY

- A. Attempt IN VITRO cellulose synthesis
- B. Determine if microfibrils of controlled size and shape can be assembled in vitro
- C. Isolate and characterize the enzymes of cellulose synthesis.
- D. Characterize the physical properties of cellulose synthesized in vitro and provide information to Johnson and Johnson
- E. Determine optimal conditions for in vitro cellulose synthesis
- F. Suggest possible commercial applications with in vitro technology

ACTION # 3: GENETIC ENGINEERING

- A. Isolate bacterial genes involved in cellulose synthesis
- B. Develop suitable methodology for detection of mutants
- C. Produce transposon-induced mutants defective in cellulose synthesis
- D. Determine for each mutant which of the steps leading to cellulose synthesis are blocked
- E. Isolate by molecular cloning the DNA sequences inactivated by insertion of the transposon and the corresponding wild-type sequences
- F. Confirm the presence of a specific cellulose synthesizing gene on the cloned wild type fragment by restoring normal cellulose synthesis
- G. By direct DNA sequencing, determine the primary structures of various cellulose-synthesis genomes
- H. Compare cellulose synthesizing genomes of ACETOBACTER with other bacteria and plants

- I. Use data to isolate specific enzymes involved in cellulose synthesis (via monoclonal antibody production to in vitro synthesized proteins)
- J. Attempt to introduce efficient cellulose synthesizing genomes into photosynthetic microorganisms (bacteria or blue-green algae)
- K. Optimization of carbon conversion efficiency into cellulose
- L. Patent microorganisms with enhanced cellulose producing capacity and provide exclusive licensing to Johnson and Johnson

ACTION #4: MODIFICATION OF BIOCELLULOSE

- A. Continue search for agents and conditions which can alter cellulose during and after synthesis
- B. Analyze properties of altered cellulose
- C. Provide technology for altering cellulose to Johnson and Johnson
- D. Suggest process design for pilot plant production of altered celluloses

APPENDIX B

Revised Budget (June, 1982)
 Sponsor: Johnson & Johnson
 Sponsoring: Department of Botany
 The University of Texas at Austin
 Principal Investigator/Project Director: R. Malcolm Brown, Jr.
 Starting Date: August 1, 1982
 Funding Term: 4 years

Year 1

A. Personnel	
1. Postdoctoral (2) at \$18,000, full time	\$36,000
2. Research technician (1) at 12,000, full time	12,000
3. Graduate RA's (2) at \$6000, full time	12,000
4. Temporary salaries for R. Santos, Patty Ingram, and Julie Palmer, 2 months	3,600
5. Undergraduate RA (1) for one semester	1,200
	<hr/>
SUB TOTAL	\$64,800
B. Equipment (see attached list)	\$451,340
C. Supplies	\$25,800
D. Travel	\$ 7,500
E. Publications	\$ 2,000
F. Telephone-Postage	\$ 1,500
	<hr/>
TOTAL DIRECT COSTS	\$ 551,940
Fringe benefits (26% B & W)	\$16,796
Overhead (35% of total direct costs, less equipment)	\$35,210
	<hr/>
YEAR 1 TOTAL	\$603,955

EQUIPMENT TO BE PURCHASED

ITEM #	DESCRIPTION	UNIT	PRICE
1.	Phillips EM 400 Electron Microscope		\$125,000.
2.	Computer equipment		12,000.
3.	Permeator		3,000.
4.	Drilling unit for Balzers		3,000.
5.	Refrigerators (freezers) 1A		2,000.
6.	Refrigerators 1B		1,700.
7.	Mettler top loading balance 1		6,700.
8.	Mettler analytical balance 1		3,500.
9.	Balzers liquid nitrogen feed system		1,500.
10.	Large liquid nitrogen tanks 12		1,800.
11.	Vacuum evaporator (Denton or Edwards)		9,500.
12.	Freezer 11		900.
13.	Magnetic stirrers 12		900.
14.	Water stirrer 12		300.
15.	Cine camera system for time lapse		2,000.
16.	Electronic coupling of cine with TV		2,000.
17.	Water bath 2'		3,700.
18.	Videc projection system		10,000.
19.	Videc recorder - broadcast quality		25,000.
20.	Nitrogen handtruck		300.
21.	Water purification system 12'		2,000.
22.	Duo Seal vacuum pump, general 11'		1,800.
23.	Lympholizer (Labconco # 2)		5,300.
24.	Laminar flow hood 11'		5,000.
25.	Waring Blender		200.
26.	Clinical centrifuge 11'		600.
27.	Volt meter 12'		400.
28.	Oscilloscope		1,000.
29.	Paper safe		200.
30.	35mm camera (Canon) + accessories		1,500.
31.	Polaroid copy camera and stand		2,000.
32.	Electronic timer		300.

33.	Heat proof film Rollers 1	100.
34.	Autolab Autoradiography Apparatus	1,200.
35.	Negative Printer	500.
36.	General Weighs 3	600.
37.	Print trays 8	300.
38.	Developer and fixer containers (3)	200.
39.	Fixer washer	300.
40.	X-ray viewing boxes (4)	600.
41.	Hot plates (3)	300.
42.	Micromanipulator	6,000.
43.	Fermentation equipment for Acetobacter	20,000.
44.	Fraction collectors (2) and UV detector	7,400.
45.	Video monitors (2)	2,000.
46.	Beckman L-8 70 Ultracentrifuge	22,900.
47.	Beckman 70 T1 Rotor	5,100.
48.	Beckman J 21 Preparative Centrifuge	12,500.
49.	Beckman DU 8E Spectrophotometer + acc.	25,500.
50.	Beckman HPLC + acc.	13,300.
51.	Zeiss Inverted microscope	25,200.
52.	Zeiss Photomicroscope + acc	129,000.
53.	Philips X-ray Diffraction	26,040.
54.	Beckman JE-52 Rotor	1,000.
55.	Beckman Microfuge 12 and accessories	2,200.
56.	Beckman Door Assembly for J2-11	300.
57.	Beckman Liquid Scintillation LS-3800	24,300.
58.	Standard Weights set	200.
59.	Digital timer	400.
60.	Fluorometer (Turner double beam)	2,400.
61.	Ultra-low temperature freezer	4,000.
62.	Resatlogy mixer	200.
63.	Scrubbers for Reschert trimmer	1,500.
64.	Ferriometer	500.
65.	Shore Dymometer	200.
66.	Photoic timer for enlarger	500.

17. Depreciation	300.
18. EM film processing	1,800.
19. Lab carts	400.

Total: \$655,000.

UT Contribution: \$285,000.

J & J Contribution: \$451,340.

Item 4 to be purchased from University of Texas

Items 1-3 to be purchased from J & J grant

Revised Budget (June, 1962)

Source: Johnson & Johnson

Organization: Department of Botany

The University of Texas at Austin

Principal Investigator/Project Director: R. Malcolm Brown, Jr.

Starting Date: August 1, 1961

Funding Term: 4 years

Year 1

A. Personnel

1. Post doctorals (2 at \$19,800, full time)	\$39,600
2. Research technicians (2 at 13,200, full time)	26,400
3. Graduate RA's (3 at \$6,000, full time)	19,800
4. Undergraduate RA (1 for one semester)	1,200

SUB TOTAL \$87,000

B. Equipment (future purchases)	\$16,666
C. Supplies	\$25,360
D. Travel	\$ 8,250
E. Publications	\$ 2,200
F. Telephone-Postage	\$ 1,650

TOTAL DIRECT COSTS	\$143,126
Fringe benefits (26% S & W)	\$22,620
Overhead (15% of total direct costs, less equipment)	\$43,562

YEAR 1 TOTAL \$209,308

Revised Budget: June, 1981
 Source: Johnson & Johnson
 Organization: Department of Botany
 The University of Texas at Austin
 Principal Investigator/Project Director: R. Malcolm Brown, Jr.
 Starting Date: August 1, 1981
 Funding Term: 4 years

Year 3

A. Personnel:	
1. Post doctorals (2 at \$21,780, full time)	\$43,560
2. Research technicians(2 at 14,520, full time)	29,040
3. Graduate RA's (3 at \$7,260, full time)	21,780
4. Undergraduate RA (3, at \$1,320 summer)	3,960
	<hr/>
SUB TOTAL	\$98,340
B. Equipment (future purchases)	\$13,105
C. Supplies	\$38,250
D. Travel	\$ 9,875
E. Publications	\$ 2,500
F. Telephone-Postage	\$ 2,800
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TOTAL DIRECT COSTS	\$155,270
Fringe Benefits (26% B & W)	\$25,568
Overhead (35% of total direct costs, less equipment)	\$49,757
	<hr/>
YEAR 3 TOTAL	\$230,595

Revised Budget: June, 1981
 Source: Johnson & Johnson
 Organization: Department of Botany
 The University of Texas at Austin
 Principal Investigator/Project Director: R. Malcolm Brown, Jr.
 Starting Date: August 1, 1981
 Funding Term: 4 years

Year 4

A. Personnel:	
1. Post doctorals (2 at \$23,958, full time)	\$47,916
2. Research technicians(2 at 15,972, full time)	31,944
3. Graduate RA's (3 at \$7,966, full time)	23,958
4. Undergraduate RA (3, at \$1,500 summer)	4,500
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SUB TOTAL	\$108,318
B. Equipment (future purchases)	\$14,184
C. Supplies	\$33,275
D. Travel	\$10,800
E. Publications	\$ 2,750
F. Telephone-Postage	\$ 2,200
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TOTAL DIRECT COSTS	\$170,727
Fringe Benefits (26% B & W)	\$28,162
Overhead (35% of total direct costs, less equipment)	\$54,790
	<hr/>
YEAR 4 TOTAL	\$253,679

Revised Budget: June, 1981
 Spons: Johnson & Johnson
 Organization: Department of Botany
 The University of Texas at Austin
 Principal Investigator/Project Director: R. Malcolm Brown, Jr.
 Starting Date: August 1, 1981
 Funding Term: 4 years

BUDGET SUMMARY BY YEAR

Year 1	\$683,955
Year 2	\$237,309
Year 3	\$230,595
Year 4	\$253,675
	<hr/>
TOTAL=	\$1,297,537

APPENDIX C

UNIVERSITY OF TEXAS AT AUSTIN

PATENT POLICY

MAY 28, 1982

- 2.4 Patent Policy.
- 2.41 Statement of Basic Philosophy and Objectives. --While the discovery of patentable processes or inventions is not the primary objective of the System, for any such discoveries made, it is the objective of the Board to provide a patent policy which will encourage the development of such inventions for the best interest of the public, the inventor, and the sponsor whenever an invention occurs, and will permit the timely disclosure of any patentable discoveries, whether by patent, publication or both. The policy is further intended to protect the respective interests of all concerned by ensuring that the benefits of patents accrue to the public, to the inventor, to the System and to sponsors of specific research

in varying degrees of protection, monetary return and recognition, as circumstances justify or require.

- 2.42 General Policy.
- 2.421 The patent policy as adopted shall apply to all persons employed by the component institutions of the System, to anyone using System facilities under the supervision of System personnel, and to postdoctoral and predoctoral fellows.
- 2.422 It is the intent of this policy to permit staff members maximum freedom in respect to their findings, consistent with their obligations to the System. Any person affected by this policy who as a result of his or her researches makes a discovery other than on certain government or other sponsored research projects, where individual grant agreements provide otherwise, should retain the ultimate right to decide how it is to be made public-- by publication, by patenting, or both.
- 2.423 Property rights in inventions will be based on the degree of System support, as hereinafter specified.
- 2.424 The System will provide patent review and management services either by its own staff, through a related Foundation, or by other means.
- 2.425 It is a basic policy of the System that patents be developed primarily to serve the public interest. This objective usually will require patent development by nonexclusive licensing but the public interest may best be promoted by the granting of a limited exclusive license or even an exclusive license for the period of the patent. These determinations will be recommended and made in accordance with the administrative procedures hereinafter set out and with the approval of the Board.
- 2.43 Institutional Patent Committees and System Patent Office.
- 2.431 Patent Committees: To help administer the patent policy at each component institution and to make recommendations to chief administrative officers for further referral to the Chancellor and Board (in those cases when action by the Chancellor and/or the Board is required), Institutional Patent Committees shall be established as directed by the Chancellor.
- 2.432 System Patent Office: To assist the Institutional Patent Committees to provide technical advice to individual faculty and staff members in patent matters and to coordinate details in respect to patent procedures, a System Patent Office shall be established.
- 2.44 Classification of Discoveries by Source of Research Support.
- 2.441 The patentable idea has developed as a result of the individual's efforts on his own time, with no direct System support or use of System facilities.
- 2.442 The patentable idea has resulted from research performed by the individual on System time, with support by State funds, or using System facilities.

- 2.443 The patentable idea has resulted from research supported by a grant or contract with the Federal Government or an agency thereof, or with a nonprofit foundation, or by a private gift to the System.
- 2.444 The patentable idea has resulted from research supported by commercial concerns or industry.
- 2.45 Property Rights and Obligations:
- 2.451 Patentable ideas developed on an individual's own time and without direct System support or use of System facilities (See 2.441.) are the exclusive property of the inventor, and the System has no interest in any patent obtained, and no claim to any profits resulting therefrom. Should the inventor choose to offer his invention to the System, the Institutional Patent Committee shall recommend as to whether the System should support and finance the patent application and manage the patent development. If the inventor makes his offer after obtaining the patent, the Institutional Patent Committee shall recommend as to whether the System should reimburse the inventor for his expenses in obtaining the patent. If the Patent Committee recommends and the invention is accepted for patent management by the System, the procedures to be followed and the rights of the parties shall be those set out in Subsection 2.4524 following.
- 2.452 Patentable ideas resulting from research performed on System time, with support by State funds, or using System facilities. (See 2.442.)
- 2.4521 The inventor may choose to publish the details of his research and not to patent.
- 2.4522 Before or after publishing, if the inventor decides to patent ideas resulting from research done on System time, with support by State funds, or using System facilities, he shall submit such ideas to the Institutional Patent Committee for determination of the System's interest. In those instances, however, where delay would jeopardize obtaining the patent, the inventor may, with the approval of the Chairman of the Institutional Patent Committee and the chief administrative officer, file the patent application prior to the Committee and administrative review provided in the following two subsections. If the request is granted, the inventor may proceed with the filing of his patent application pending the determination of the System's interest as provided therein; provided, however, that the inventor shall be reimbursed for his expenses in filing the patent application if the decision of the System is to assert and exploit its interests.

- The Chairman of the Institutional Patent Committee shall notify the System Patent Office of any such application.
- 2.4523 If the Institutional Patent Committee recommends that the System not assert and exploit its interest, and that recommendation is approved by the System Patent Officer and the Chancellor, the inventor shall be notified within ninety (90) days of the date of submission that he is free to obtain and exploit a patent in his own right and the System shall not have any further rights, obligations or duties thereto. (In some instances, the Committee may elect to impose certain limitations or obligations, dependent upon the degree of System support.)
- 2.4524 If the System decides to patent and assert and exploit its interest, it shall proceed either through its own efforts or those of a patent agent to obtain and manage the patent. It shall be mandatory for all employees, academic and nonacademic, to assign inventions and patents to the System when the patentable inventions fall within Section 2.452. The division of royalties or other income, patenting and licensing costs first being recaptured, shall be as follows:
- | | |
|---------------|-----------------|
| 0-\$ 5,000 | 75% to Inventor |
| | 25% to System |
| 5,000- 10,000 | 50% to Inventor |
| | 50% to System |
| above- 10,000 | 25% to Inventor |
| | 75% to System |
- The division of royalties and other income from patents managed by a patent agent will be controlled by the System's agreement with such agent, as approved by the Board. Any other deviation from this rule requires the prior approval of the Board.
- 2.453 Patentable ideas resulting from research supported by a grant or contract with the Federal Government, or an agency thereof, or with a nonprofit foundation or by a private gift to the System. (See 2.443.)
- 2.4531 Administrative approval of application requests to, and acceptance of grants or contracts with, the Federal Government, or any agency thereof, or with a nonprofit foundation or a private donor, implies a definite decision that the value to the System of receiving the grant or performing the contract outweighs the impact of any resulting change in the basic patent policy of the System.

- 2.4532 The patent policy of the System is subject to, and thus amended and superseded by, the specific terms pertaining to patent rights included in Federal grants and contracts, or grants and contracts with nonprofit foundations or private donors, to the extent of any conflict.
- 2.4533 In those instances where it is possible to negotiate System-wide patent agreements with the Federal agencies or nonprofit foundations or private donors and thereby obtain more favorable treatment for the inventor and the System, every effort will be made to do so after consultation with the Institutional Patent Committee and the chief administrative officer.
- 2.4534 Employees of the System whose patentable ideas result from a grant or contract with the Federal Government, or any agency thereof, or with a nonprofit foundation or by private gift to the System shall make such assignment of inventions or patents as is necessary in each case in order that the System may discharge its obligation, express or implied, under the particular agreement.
- 2.454 Patentable ideas resulting from research supported by a grant or contract with commercial concerns and industry. (See 2.444.)
- 2.4541 The System recognizes the academic advantages which can come from close scientific cooperation between the research staffs of the System and the research staffs of industry.
- 2.4542 The provisions of joint research arrangements with industry shall take into account (a) the extent of the industrial participant's contribution of funds and other services, including unique knowledge; (b) the import of the joint effort to the research and educational program of the System; (c) the protection of the personal achievements of the System participant or participants; and (d) most importantly, the interests of the State and its citizens who provide basic fiscal support.
- 2.4543 Balancing the equities between these different interests may require the joint arrangement to contain provisions for (a) nonexclusive licensing; (b) granting exclusive information prior to publication or patent application; (c) royalty free nonexclusive license; (d) exclusive license for

- some limited period of time; (e) exclusive license for the life of the patent; or (f) such other provisions as will properly equate the equities involved, including the right of the System to terminate an exclusive license upon failure of the industrial participant to develop or exploit the invention in a manner which will enhance the interests of the public.
- 2.4544 All such arrangements or contracts with industrial participants shall be approved in advance by the Institutional Patent Committee and recommended and approved by the chief administrative officer, the Chancellor, and the Board.
- 2.4545 Employees of the System whose patentable ideas result from research supported by a grant or contract with commercial concerns or industry shall make such assignment of inventions or patents as is necessary in each case in order that the System may discharge its obligations, express or implied, under the particular agreement.
- 2.46 Any agreement altering the basic patent policy of the System as set out in the preceding sections shall have the advance approval of the Patent Committee, the chief administrative officer, the Chancellor, and the Board.
- 2.47 University Income from Patents.
The portion of the net income the System retains from royalty or other patent-related income shall be used first to defray the expenses of the System Patent Office, if any, and thereafter, as approved by the Board, for research purposes at the component institutions where the invention originated.
- 2.48 Implementation of Revised Patent Policy.
A Patent Procedures Manual shall be developed to provide more detail as to procedures to be followed under the various provisions of this policy.

8. U. T. Austin: Waiver of Regents' Rules and Regulations, Part One, Chapter VIII, Section 1, Subsection 1.1 to Name the Buildings Under Construction and Renovation for the College of Business Administration and the Graduate School of Business the George Kozmetsky Center for Business Education. --Approval was given to waive Subsection 1.1 of Section 1 of Chapter VIII of Part One of the Regents' Rules and Regulations and to name the buildings under construction and renovation for the College of Business Administration and the Graduate School of Business at The University of Texas at Austin the George Kozmetsky Center for Business Education, in recognition of the extraordinary contributions Dr. Kozmetsky has made in business education and research in the past sixteen years.
9. Pharmacy Special Private Fund Development Campaign
U. T. Austin: Approval of the Naming of Rooms or Areas in the College of Pharmacy Complex [Regents' Rules and Regulations, Part One, Chapter VIII, Section 1, Subsection 1.2, Naming of Facilities Other Than Buildings]. --As a result of the special private fund development campaign authorized by the Board at its February 13, 1981 meeting and in accordance with Subsection 1.2 of Section 1 of Chapter VIII of Part One of the Regents' Rules and Regulations, approval was given to name the following rooms or areas in the College of Pharmacy complex at The University of Texas at Austin:

<u>Designation</u>	<u>Room Number</u>
Mr. and Mrs. C. R. Sublett Learning Resource Laboratory	PHR 3.208
C. L. Klinck, Sr. and Family Prescription Dispensing Laboratory	PHR 3.110
Alcon Laboratories, Inc. Sterile Products Laboratory	PHR 1.110
Eli Lilly and Company Learning Resource Computer Laboratory	PHR 3.116
Hoechst-Roussel Pharmaceuticals, Inc. Research Laboratory	PHR 3.240
Johnson & Johnson Products, Inc. Pilot Manufacturing Laboratory	PHR 1.114
SmithKline Corporation Prescrip- tion Dosage Form Laboratory	PHR 3.108
Warner-Lambert Foundation Dosage Forms Testing Laboratory	PHR 1.130
Behrens Inc. Classroom	PHR 2.116
Southwestern Drug Corporation Classroom	PHR 2.114
Henry M. Burlage, Ph.D. Courtyard	

William J. Sheffield, Ph.D. Lecture Hall	PHR 3.106
Kappa Epsilon Fraternity Student Office	PHR 2.118B
Rho Chi Honor Society Student Lounge	PHR 2.118
The Dean's Council Seminar Room	PHR 2.208
Walter Cousins, Jr. Seminar Room	PHR 2.214
Chris Heinemeyer Seminar Room	PHR 2.212

It was reported that U. T. Austin will provide appropriate recognition of the donors and identification of the rooms/areas.

10. U. T. Austin: Nominees to (a) College of Liberal Arts Foundation Advisory Council and (b) Marine Science Institute Advisory Council. --Nominees for membership on the (a) College of Liberal Arts Foundation Advisory Council and (b) Marine Science Institute Advisory Council at The University of Texas at Austin were approved for terms to expire in 1985 and 1984 respectively.
- (2)
FILE NO. 11
DOCUMENT
REMARKS

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

11. U. T. Dallas: Authorization to Establish a Master's Degree in Business Administration (M.B.A.) and to Submit to the Coordinating Board for Approval (Catalog Change). --Authorization was given to establish a Master's Degree in Business Administration (M.B.A.) at The University of Texas at Dallas and to submit the proposal to the Coordinating Board, Texas College and University System for review and appropriate action.
- A-19
FILE NO. 12
DOCUMENT
REMARKS

Designed to complement the existing M. S. degree program in Management and Administrative Sciences, this degree plan is intended for education of potential upper-level managers in state-of-the-art management theories and concepts through rigorous training in quantitative decision-making and applied economic analysis. Existing faculty, facilities and library resources are available to implement this program, which will be administered in the School of Management and Administration, and it is anticipated that the program will be self-supporting in its first year.

If this program is approved by the Coordinating Board, the next appropriate catalog published at U. T. Dallas will reflect this change.

12. U. T. Dallas: Authorization to Establish Bachelor of Science and Master of Science Degrees in Education of the Deaf and Hard of Hearing and to Submit to the Coordinating Board for Approval (Catalog Change). --Authorization was granted to establish Bachelor of Science and Master of Science Degrees in Education of the Deaf and Hard of Hearing at The University of Texas at Dallas and to submit the proposal to the Coordinating Board, Texas College and University System for review and appropriate action.
- A-19
FILE NO. 12
DOCUMENT
REMARKS

The Bachelor of Science Degree when taken in combination with teacher education requirements, will provide basic certification as a teacher of the deaf and severely hard of hearing, while the Master's degree will provide advanced training to professionals in the education of the deaf and aims at developing leadership potential. When taken in coordination with appropriate advisement related to teacher education and work experience requirements, it will provide professional certification as a teacher of the deaf. These programs will be administered by the School of Human Development at U. T. Dallas, with the Callier Center for Communication Disorders as an available resource. The new programs will require the addition of one and one-half new faculty. It is anticipated that the B. S. degree will be self-supporting by the 1986-87 academic year and the Master's program will be self-supporting in its second year of operation.

If these programs are approved by the Coordinating Board, the next appropriate catalog published at U. T. Dallas will be amended to conform.

13. U. T. Dallas: Amendment of Article II, Sections Two and Six of the Bylaws of The Aerospace Heritage Foundation, Inc. and Approval to Appoint Mr. Roy Cowan, Mr. M. A. (Dutch) Barbettini and Brigadier General Herman Rumsey to the Board of Directors Effective Immediately. --Since The Aerospace Heritage Foundation, Inc. is an internal corporation as defined in the Regents' Rules and Regulations, Part One, Chapter VII, Section 6 and the Board of Regents is authorized to appoint the Board of Directors and approve amendments to the Bylaws, approval was given to:

FILE NO. 12.
DOCUMENT ---
REMARKS ---

- a. Amend Article II, Sections Two and Six of the Bylaws of The Aerospace Heritage Foundation, Inc. to read as follows:

Section Two. Number, Tenure, and Qualification.
The Board of Directors shall consist of twenty-five persons, with the initial directors being named in the Articles of Incorporation. The initial directors shall serve terms extending through December 1, 1978. Members appointed by the Board of Regents at their meeting of November 30 and December 1, 1978 shall serve through December 31, 1979. Thereafter, directors, on the recommendation of a majority vote of a quorum of the directors in office and with the endorsement of the President of The University of Texas at Dallas and the Chancellor at The University of Texas System, shall be appointed by the Board of Regents of The University of Texas System for terms of one year. The term of each director shall commence on January 1 and shall extend through the following December 31. Each director shall hold office for the term for which he was appointed and until his successor shall have been appointed and qualified. Any vacancy which occurs on the Board of Directors shall be filled (following the procedure set out for regular term appointments) by appointment of the Board of Regents of The University of Texas System for the unexpired

term. Should the number of Directors be reduced below a quorum, the remaining Directors may, by majority vote, recommend persons to fill terms, either regular or unexpired. Directors may succeed themselves without limitation.

Section Six. Quorum. A majority of the Board of Directors in office shall constitute a quorum for the transaction of business at any meeting of the Board; but if less than a majority of the directors are present at said meeting, a majority of the directors present may adjourn the meeting from time to time without further notice.

- b. Appoint Mr. Roy Cowan, Mr. M. A. (Dutch) Barbettini and Brigadier General Herman Rumsey to the Board of Directors of The Aerospace Heritage Foundation, Inc. effective immediately for terms expiring December 31, 1982.

14. U. T. El Paso: Agreement with the National Public Radio (NPR),
Washington, D.C. --The Board approved the agreement set out
 on Pages 70-78 by and between The University of Texas at
 El Paso and the National Public Radio (NPR), Washington, D.C.,
 to be effective upon approval by the U. T. Board of Regents.
 The agreement will allow use of the satellite antenna facilities
 serving KTEP-FM by local commercial stations and will provide
 community service as well as additional revenue for the station.

Agreement
 FILE NO. 400
 DOCUMENT
 REMARKS ---

AGREEMENT FOR OCCASIONAL DOWNLINK SHARING

National Public Radio, 2025 M Street, N.W., Washington, D.C. 20036 (NPR),
 and Radio Station KTEP-FM, of the University of Texas at El Paso,
 the non-commercial radio or television station providing services for the purposes
 stated herein (Station), hereby agree as follows:

SECTION I - PURPOSE

The purpose of this Agreement is to state the arrangement, for the term
 of this Agreement, under which Station will make its receive capability available
 to Users (User) with which NPR has contracted to provide occasional downlink
 services. It is the intent of this Agreement to establish terms under which Station
 will provide service for occasional users of the public radio satellite interconnec-
 tion system.

This Agreement shall establish a procedure by which particular User interests
 will be specified by appendices to this Agreement. This procedure shall not change

the terms of this Agreement and is intended to avoid the administrative burden to Station of separately negotiating each such specific request for service.

Station's participation as a satellite receive station is critical to the successful distribution of any particular User's programs or transmission.

SECTION II - TERM

The term of this Agreement is from date of execution hereunder, until September 30, 1983, automatically renewable for additional two year terms, subject to termination provisions specified in section XI, "Termination."

SECTION III - DESCRIPTION OF SERVICE PROCEDURES FOR ORDERING SERVICE

NPR and Station agree that Station shall provide services according to the following terms:

1. Occasional Downlink Services: this service is defined as the provision of, and charge for, signal reception coordinated by Station personnel for an hourly fee, with incremental charges for service beyond one hour.

2. Each party shall designate a representative authorized to represent it to change in writing this Agreement, which designation is made in Attachment II. It is Station's responsibility to inform NPR of a change in the representative.

3. Station's representative shall designate an individual or individuals authorized to place or receive orders under the terms described herein, which designation is made in Attachment II of this Agreement. It is station's responsibility to inform NPR of a change in such designated individuals.

4. a) NPR may place orders with Station by telephone, DACS message, or in writing, and such orders may be for individual events or groups of events. Station's oral acceptance or declination of an order shall be binding upon Station, notwithstanding formal execution of appendices. If the order is placed orally, NPR shall thereafter put such order into written form, as an Appendix to this Agreement, and send a signed copy to Station, which shall return an executed copy to NPR by the date specified in each order.

b) NPR shall make best efforts to provide Station sufficient lead time within which Station may acknowledge and accomplish, or decline, NPR's order.

c) Station may decline provision of service if, in its discretion, it determines sufficient lead time was not given it to supply its receive capability; or facilities are unavailable; or Station determines its ability to provide a non-commercial radio service is or might be materially impaired. Station will comply with NPR's request for a written confirmation which describes the reason(s) Station so declined. Station may decline service for new orders only, and its acceptance of an order constitutes acceptance of any and all events included in the order.

d) Upon Station's refusal to accept an order, NPR has the option to seek similar services from other telecommunications entities within Station's market.

e) The parties understand Station shall be entitled to its appropriate pro rata share of the Participating Licensee Fund (PLF) established by the Corporation for Public Broadcasting for its willingness to provide services as described in this Agreement. Station understands its consistent failure to provide the services described herein other than for the reasons set forth in Paragraph 3 (c) above, or its repeated provision of services deemed unacceptable according to reasonable professional standards, may preclude Station from receiving Participating Licensee funds as may be determined by the NPR Board of Directors or its Technology/Distribution Committee.

5. a) Station shall be paid a fee for any service actually provided by Station upon receipt by NPR of payment from User, and according to the schedule in Attachment I, which schedule of rates is subject to review and periodic adjustment by NPR.

b) Station shall charge the same rates for its provision to all users to which it provides services as described in this Agreement or attachments hereto, regardless of whether NPR orders such services. Station agrees it shall pay NPR a share of revenues derived from the provision of services not ordered by NPR as described in Attachment I.

SECTION IV - STATION RESPONSIBILITY

Among other obligations hereunder, and when necessary to effect service for a particular order, Station is entirely responsible for any and all of the following, and agrees:

1. By dates specified by NPR, to permit an authorized representative of a telephone company or other organization designated by NPR to install or otherwise provide facilities that will enable Station to distribute a signal or signals to designated end users.

2. To arrange for the stereo output of two of Station's demodulators to be summed for a monaural feed to the telco line or other interconnection facilities.

3. To participate in authorized line tests according to a format provided by NPR.

4. To tune Station's demodulators to the assigned channels, complete the connection to a telco or other interconnection facility, and maintain the continuity of this connection for the duration of the transmission.

5. To provide NPR within ten (10) working days after the end of any month written confirmation of service provided during that month, including

identification of precise start- and end-times, and details of discrepancies or other deviations from NPR's order.

6. Not to participate in any project that will materially impair its own capability to receive and broadcast programs transmitted on the public radio satellite system for public radio use.

7. Not to permit reproduction or recording, not specified herein without User's express written approval, nor to distribute User's transmission to unauthorized users.

SECTION V - NPR RESPONSIBILITY

Among other obligations hereunder, NPR is entirely responsible for the following and agrees:

1. To develop and publish a set of standard operating procedures, which NPR shall periodically update as necessary.

2. To negotiate separately with User appropriate terms to accomplish distribution and to represent Station with respect to such separate terms, and to otherwise provide contact between Station and User(s) where appropriate.

3. To establish in its contract with User(s) that the primary function of the public radio satellite system is the distribution of non-commercial educational and cultural programs to public radio stations.

4. To establish in its contract with User that neither NPR nor Station is in any way responsible for the content of User programs and that User shall indemnify and hold both NPR and Station harmless for any loss or damage arising in connection with distribution the content of User's transmission.

5. To establish in its contract with User that neither NPR nor Station is responsible for the ordering, payment for, coordination of troubleshooting responsibility for any interconnection links connecting participating public stations with end users, and that User shall hold NPR and participating stations harmless from and against all malfunctions, signal degradation and any service interruption associated with those circuits.

SECTION VI - ASSIGNMENT

Station may not assign any of its rights or obligations hereunder or create any rights in any third party, except as agreed to by the parties in a separate writing.

SECTION VII - NOTICES

Unless otherwise provided for herein, all necessary notices, demands, and requests shall be deemed duly given and made when delivered in person or by first class certified mail, postage prepaid, return receipt requested, and subject to the subsequent designation of another address by the party to whom addressed, to the following:

If to NPR: Billy B. Oxley
Senior Vice President for Distribution
National Public Radio
2025 M. Street N.W.
Washington, D.C. 20036

If to Station:
Station Manager
KTEP-FM
The University of Texas at
El Paso, TX 79968

SECTION VIII - SEVERABILITY

If any covenant, term, provision, agreement or obligation contained in this Agreement, or the application thereof to any person or circumstance, shall be determined to be invalid or unenforceable, the remainder of this Agreement shall remain in force and effect.

SECTION IX - FORCE MAJEURE

Neither NPR nor Station shall be required to perform any term, condition, or covenant in this Agreement so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, destruction by casualty, and any other cause not reasonably within the control of NPR or Station and which by the exercise of due diligence NPR or Station is unable, wholly or in part, to prevent or overcome.

SECTION X - TERMINATION

1. In the event that either party should have its capability to provide services, or its access to or control over facilities necessary to the provision of services related to this agreement, revoked, cancelled, or otherwise discontinued

by any action of the FCC, then and in that event such party may cancel and terminate this Agreement immediately upon written notice to the other party.

2. NPR understands and agrees that Station's operation of its earth terminal may be subject to the terms and conditions of station's separate AAA with CPB. In the event that Station's interest in its earth terminal shall cease, at the initiative of CPB or for any other reason which materially affects Station's ability to perform under the terms of this Agreement, Station agrees it shall immediately notify NPR of the cessation of Station's interest, and within ninety (90) days NPR may elect to terminate this Agreement in accordance with the provisions for termination herein; and NPR shall thereafter have no further obligation or liability to Station under this Agreement.

3. Station understands and agrees NPR's operation of its satellite ground terminal and related facilities, and its authority to use leased satellite transponder capacity, are subject to the terms and conditions of NPR's separate agreements with CPB. In the event that NPR's interest in its satellite facilities, or said authority, shall cease in a manner which materially affects NPR's ability to perform under the terms of this Agreement, at the initiative of CPB or through NPR's voluntary act, then NPR immediately shall notify Station of the cessation of NPR's interest, and within ninety (90) days shall terminate this entire Agreement in accordance with the provisions for termination herein, and NPR shall thereafter have no further financial obligation or liability to Station.

4. If either party defaults under the terms of Paragraph XII below, the non-defaulting party may terminate this Agreement.

5. Either party may terminate this Agreement by written notice to the other party ninety (90) days or more before any renewal date.

SECTION XI - DEFAULT

The following events shall be deemed to be events of default:

1. Station or NPR shall fail to comply with any term, condition, or covenant of this Agreement and shall not cure such failure within ten (10) days after written notice thereof to the defaulting party, or if such failure cannot reasonably be cured within ten (10) days, or either party does not thereafter with reasonable diligence and good faith proceed to cure such failure.

2. Station or NPR shall become insolvent, or shall make a transfer in fraud of creditors, or shall make an assignment for the benefit of creditors.

3. Station or NPR shall file a petition under any section or chapter of the Federal Bankruptcy Act, as amended, or under any similar law or statute of the United States, or any State thereof, or the District of Columbia; or Station or NPR shall be adjudged bankrupt or insolvent.

4. A receiver or trustee shall be appointed for all or substantially all of the assets of Station or NPR.

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

4. U.T. Galveston Medical Branch: Affiliation Agreement with College of the Mainland, Texas City, Texas. --The affiliation agreement set out on Pages 81-86 by and between The University of Texas Medical Branch at Galveston and College of the Mainland, Texas City, Texas, was approved. The agreement, executed by the appropriate officials of the institution and facility on March 8, 1982, to be effective upon approval by the U.T. Board of Regents, will permit students from the College of the Mainland to receive health-related educational experiences at U.T. Galveston Medical Branch and will assure the availability of well trained allied health personnel for employment by the U.T. Galveston Medical Branch hospitals.

FILE NO. 402
DOCUMENT ---
REMARKS ---

HEALTH CARE
EDUCATIONAL EXPERIENCE PROGRAM
AFFILIATION AGREEMENT

THIS AGREEMENT made the 8th day of March, 1982, by and between THE UNIVERSITY OF TEXAS MEDICAL BRANCH AT GALVESTON ("UTMB"), a component institution of The University of Texas System ("System"), and COLLEGE OF THE MAINLAND ("COM"), a non-profit community college operating under the laws of the State of Texas having its principle office at Texas City, State of Texas.

WITNESSETH:

WHEREAS, UTMB now operates hospital facilities located at 301 University Boulevard in the City of Galveston, State of Texas, and therein provides health care services for persons in need of such services; and COM provides an academic program with respect to health care; and,

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

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

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

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

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

1. The Program shall not become effective until all agreements between the parties with respect to Program have been reduced to writing ("Program Agreement"), executed by the duly authorized representatives of UTMB and COM, and approved in writing by the Chancellor of The University of Texas System.
2. The Program may be cancelled by either party by giving such written notice to the other of its intention to terminate the Program as provided in the Program Agreement; provided, however, that the Program shall automatically terminate upon termination of this agreement.
3. In the event of conflict between the text of Program Agreement and the text of this Agreement, this Agreement shall govern.
4. After Program Agreement becomes effective, no amendments thereto shall be valid unless in writing and executed by the duly authorized representatives of UTMB and COM and approved by the Chancellor of The University of Texas System.
5. Except for certain acts to be performed by COM pursuant to express provisions of this Agreement, UTMB hereby agrees to furnish the

premises, personnel, services, and all other things necessary for the Educational Experience Program, as specified in the Program Agreement, and in connection with such Program, further agrees:

(a) To comply with all Federal, State, and Municipal laws, ordinances, rules, and regulations applicable to performance by UTMB of its obligations under this Agreement, and all applicable accreditation requirements, and to certify such compliance to COM or other entity when requested to do so by COM.

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

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

6. COM hereby agrees:

(a) To furnish UTMB with the names of the students assigned by COM to participate in the program.

(b) To assign for participation in the Program only those students (1) who have satisfactorily completed those portions of its curriculum which, according to Program Agreement, are prerequisite to

such participation, all as determined by COM in its sole discretion, and (2) who have entered into written agreement with COM and UTMB that they will not publish any material relating to the Program, or their experience in participating therein, without the prior written approval of COM and UTMB and (3) "no student may participate in a program pursuant to this Agreement, until he/she has provided evidence of insurance coverage with conditions and rates of coverage acceptable to The University of Texas Medical Branch at Galveston."

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

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

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

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

10. COM shall hold The University of Texas Medical Branch at Galveston, its agents, employees, and students harmless from all liability resulting from College of the Mainland's acts or omissions or the acts or omissions of its agents, employees or students within the terms of this Agreement.

11. 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 claim for damages, if and to the extent such delay or failure is caused by occurrences beyond the control of either party.

12. This Agreement shall 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 this date of such approval, and shall continue in effect for an initial term ending one (1) year after the date and year of execution by UTMB and COM, and after such initial term, from year to year unless one party shall have given one hundred eighty (180) days' prior written notice to the other party of intention to terminate this Agreement. If such notice is given, this Agreement shall terminate: (a) at the end of the term of this Agreement during which the last day of such one hundred eighty (180) day notice period falls; or, (b) when all students enrolled in the Program at the end of the term of this Agreement have completed their respective courses of study under the Program; whichever event last occurs.

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

Continuation of Affiliation Agreement between The University of Texas Medical Branch at Galveston and College of the Mainland, Texas City, Texas.

ATTEST:

FACILITY

William D. Foster
Board Clerk, College of the Mainland

Justus D. Sundermann
President, College of the Mainland
Justus D. Sundermann

UNIVERSITY

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

FORM APPROVED:

CONTENT APPROVED:

Allyn Taylor
General Counsel
The University of Texas System

Charles H. Phillips, M.D.
Executive Vice Chancellor for Health Affairs
The University of Texas System

Ernest D. Walker
Office of the 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

5. U. T. Galveston Medical Branch: Approval of Memorandum of Understanding with Naval Regional Medical Center, Corpus Christi, Texas. FILE NO. 407
 APPROVAL was given to the Memorandum of Understanding set out on Pages 87-89 by and between The University of Texas Medical Branch at Galveston and Naval Regional Medical Center, Corpus Christi, Texas. DOCUMENT
 The agreement, executed by the appropriate officials of the institution and facility to be effective upon approval by the U.T. Board of Regents, will provide health education experiences for physician assistant students in the U.T. Galveston Allied Health Sciences School. REMARKS

MEMORANDUM OF UNDERSTANDING
 BETWEEN
 THE UNIVERSITY OF TEXAS
 MEDICAL BRANCH
 GALVESTON, TEXAS
 AND
 NAVAL REGIONAL MEDICAL CENTER
 CORPUS CHRISTI, TEXAS

GENERAL

1. The University of Texas Medical Branch, School of Allied Health Sciences, Galveston, Texas, hereinafter referred to as the University, has established an approved professional program of training for Physician Assistant Students which requires bona fide students enrolled therein to participate in clinical learning experiences as set forth in the program curriculum.
2. The Naval Regional Medical Center, Corpus Christi, Texas, hereinafter referred to as the naval activity, under the jurisdiction of the U.S. Navy, is engaged in certain clinical activities in which bona fide Physician Assistant students enrolled in the above professional program, if allowed to participate in Navy patient care or research, can obtain a part of their required clinical learning experience.
3. It is to the benefit of the University that Physician Assistant students enrolled in the professional program at the University be permitted to participate in Navy patient care or research at the naval activity, to obtain a part of their required clinical learning experience.
4. It is to the benefit of the naval activity to allow bona fide Physician Assistant students enrolled in the above professional program of the University to participate in Navy patient care or research to obtain a part of their clinical learning experience, thereby contributing to the educational preparation of a future supply of health care professionals.

UNDERSTANDING

5. INsofar as the Commanding Officer deems it appropriate and consonant with the basic mission of the command, the Naval Regional Medical Center, Corpus Christi, Texas, will:
 - a. Appoint such numbers of Physician Assistant students as the Commanding Officer may deem appropriate, who are enrolled in the professional program at the University, for participation in Navy patient care or research in accordance with the Federal Personnel Manual (FPM), Chapter 213, Appendix C, and Chapter 534; FPM Supplement 990-1, Part 534, and the Navy Civilian Manpower Management Instruction (CMMI) 213, Appendix C.

- b. Coordinate with the University to prevent conflict of schedules and activities during the clinical learning experience and designate an appropriate coordinating officer for this purpose. This coordination involves planning, with the faculty or staff of the institutions, assignment of trainees to specific clinical cases and experiences, including attendance at selected conferences, clinics, courses, and programs conducted by the naval activity.
- c. Provide, whenever possible, in connection with the clinical learning experience, reasonable classroom, conference room, office, dressing room, locker room and storage space for participating trainees and their supervisors.
- d. Permit, upon request, the inspection of appropriate clinical facilities by agencies charged with the responsibility for accreditation of the University.
6. The University of Texas Medical Branch will:
- a. Prior to the beginning of a training period, provide the names of the trainees eligible to be assigned, and the dates and hours assignment is desired.
- b. Provide adjunct faculty positions, under The University of Texas Medical Branch guidelines, for preceptors supervising the trainees' clinical learning experiences.
- c. Assign a supervising faculty member to plan, with the coordinating officer of the naval activity, the assignments that may be assumed by the trainees during their clinical learning experience at the naval activity, and attendance at selected conferences, clinics, courses and programs conducted by the naval activity.
- d. Provide the materials and maintain the personnel records and reports necessary for the conduct and documentation of the trainees' clinical learning experience.
- e. Enforce such rules and regulations governing the trainees, their supervisors, and the conduct of each as may be promulgated by the Commanding Officer of the naval activity.
- f. Be responsible for health examinations and such other medical/dental examinations and protective measures as the naval activity may deem necessary.
- g. Permit trainees to accept intermittent, limited Schedule A appointments in accordance with the provisions of the Federal Personnel Manual (FPM), Chapter 213, Appendix C, and Chapter 534, FPM Supplement 990-1, part 534, and the Navy Civilian Manpower Management Instruction (CMMI) 213, Appendix C, for the purpose of participating in clinical learning experiences at the naval activity.
- h. Provide liability insurance coverage under the University insurance program, and name the United States as an additional insured party under any such insurance policy, said policy to protect the United States against financial liability arising from the negligent or wrongful acts or omissions of the University trainees while they are in training at the naval activity. If this insurance coverage is not provided by the University on behalf of the United States, the University, insofar as authorized by the Constitution and laws of the State of Texas, agrees to indemnify and hold the United States harmless against any and all liability and expense that may be imposed by law against the United States pursuant to the provisions of the Federal Tort Claims Act as a result of the negligent or wrongful acts or omissions of the University trainees while they are trainees at the naval activity.
- i. Require that materials compiled or published by trainees of the University relative to their training and clinical experiences received at the naval activity, or arising from their participation in Navy patient care shall clearly state that the opinions or assertions contained therein are those of the writer and are not to be construed as official or reflecting the views and

opinions of the Department of the Navy, nor should any such materials or publications infringe on, violate or compromise the patient's right to privacy.

WITHDRAWAL

7. It is further understood and agreed that the University, upon notice from the Commanding Officer that further participation by a student is not desirable, will withdraw such student from participation in clinical learning experiences at the naval activity.

EFFECTIVE PERIOD

8. The effective period of the Memorandum of Understanding shall be from 1 April 1982 to 1 April 1983, and may be renewed without change, on a year-to-year basis, by the mutual, written agreement of the parties.

TERMINATION

9. Termination may be effected by either the University or the Naval Regional Medical Center, upon written notice when deposited in the United States mail, and directed to the party to whom notice is being given, at the address shown.

Date

ATTEST:

FACILITY

R. R. Palumbo
R. R. Palumbo, Commanding Officer
Naval Regional Medical Center
Corpus Christi, TX 78419

UNIVERSITY

William P. Levin
President
The University of Texas Medical Branch
Galveston, TX 77550

FORM APPROVED:

M. Lynn Talo
Office of the General Counsel
The University of Texas System

CONTENT APPROVED:

Charles H. Matthews, MD
Executive Vice Chancellor for Health
Affairs
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

6. U.T. Health Science Center - San Antonio - Development Board: Nominee --A nominee for membership on The University of Texas Health Science Center at San Antonio Development Board was approved for a term to expire in 1985. The name of the nominee will be reported for the record after he has been contacted and has accepted the appointment.

FILE NO. 19
DOCUMENT
REMARKS

7. U.T. Health Science Center - San Antonio (U.T. Medical School - San Antonio): Authorization to Change the Status of the Division of Orthopaedics of the Department of Surgery to a Department of Orthopaedics and to Submit to the Coordinating Board for Approval (Catalog Change) --Authorization was given to change the status of the Division of Orthopaedics of the Department of Surgery to a Department of Orthopaedics at the U.T. Medical School - San Antonio of The University of Texas Health Science Center at San Antonio and to submit the proposal to the Coordinating Board, Texas College and University System for approval as an administrative change.

FILE NO. 19
DOCUMENT
REMARKS

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

8. U.T. Health Science Center - San Antonio (U.T. G.S.B.S. - San Antonio): Authorization to Establish a Master of Science Degree in Audiology and to Submit to the Coordinating Board for Approval (Catalog Change) -- Authorization was granted to establish a Master of Science Degree in Audiology at the U.T. G.S.B.S. - San Antonio of The University of Texas Health Science Center at San Antonio and to submit the proposal to the Coordinating Board, Texas College and University System for approval. It was reported that a key feature of this program is the formation of a consortium with Our Lady of the Lake and Trinity Universities which will not only enable the U.T. Health Science Center - San Antonio students to enroll in their classes to meet some certificate requirements, but also permit the U.T. Health Science Center to apply for accreditation of its own program.

FILE NO. 19
DOCUMENT
REMARKS

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

9. U.T. Cancer Center: John G. Batsakis, M.D., Appointed First Holder of the Ruth Leggett Jones Chair in Pathology Effective September 1, 1982. --John G. Batsakis, M.D., Professor and Chairman, Department of Pathology, was appointed the first holder of the Ruth Leggett Jones Chair in Pathology at The University of Texas System Cancer Center effective September 1, 1982.

FILE NO. 1676
DOCUMENT
REMARKS

Committee Chairman Newton reported that the following item which required consideration by the Health Affairs Committee prior to formal action by the Buildings and Grounds Committee was approved as recommended:

U.T. Cancer Center: Additional Outpatient Clinic Facilities
See Page 99 , Item 19

REPORT AND RECOMMENDATIONS OF THE BUILDINGS AND GROUNDS COMMITTEE (Pages 91 - 100). -- Committee Chairman Richards reported that the Buildings and Grounds Committee had met in open session on Thursday, August 12, 1982, 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. System: Assignment of Lease-Option Agreements Covering Land (6110 Mountain Villa Cove and 4203 Farhills Drive) in Austin, Travis County, Texas, to The University of Texas Foundation, Inc., and Authorization to Lease Property from the Foundation After Its Purchase. -- Upon recommendation of the Buildings and Grounds Committee, the Board authorized the transfer to The University of Texas Foundation, Inc., of its rights to acquire two parcels of real property located at 6110 Mountain Villa Cove and 4203 Farhills Drive, Austin, Travis County, Texas, and the execution of an agreement with the Foundation to lease these two properties after they have been purchased by the Foundation.

FILE NO. 2
DOCUMENT 1
REMARKS 1

The Foundation will lease both parcels to the Board at monthly rentals of \$2,000 each, plus amounts needed for ad valorem taxes and insurance premiums, which will be approximately an additional \$400 per month for each parcel. The Foundation will reimburse the Board for the following amounts:

- a. On the property at 6110 Mountain Villa Cove, the \$5,000 option purchase price plus an amount equal to \$400 times the number of monthly lease payments made by the Board to the Lessor to the time of closing; and
- b. On the property at 4203 Farhills Drive, the \$25,000 option purchase price plus an amount equal to \$1,000 times the number of monthly lease payments made by the Board to the Lessor to the time of closing.

2. U. T. Arlington - Renovation of Existing Indoor and Outdoor Swimming Pools (Project No. 301-518): Approval of Final Plans and Authorization to Advertise for Bids and for Executive Committee to Award Contract Within Authorized Total Project Cost. -- Upon recommendation of the Buildings and Grounds Committee, the Board:

FILE NO. 2
DOCUMENT 1
REMARKS 1

- a. Approved the final plans and specifications for Renovation of the Existing Indoor and Outdoor Swimming Pools at The University of Texas at Arlington at an estimated total project cost of \$840,000
- 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 renovation project was approved by the Coordinating Board, Texas College and University System on January 29, 1982.

REPORT AND RECOMMENDATIONS OF THE BUILDINGS AND GROUNDS COMMITTEE (Pages 91 - 100). -- Committee Chairman Richards reported that the Buildings and Grounds Committee had met in open session on Thursday, August 12, 1982, 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. System: Assignment of Lease-Option Agreements Covering Land (6110 Mountain Villa Cove and 4203 Farhills Drive) in Austin, Travis County, Texas, to The University of Texas Foundation, Inc., and Authorization to Lease Property from the Foundation After Its Purchase. -- Upon recommendation of the Buildings and Grounds Committee, the Board authorized the transfer to The University of Texas Foundation, Inc., of its rights to acquire two parcels of real property located at 6110 Mountain Villa Cove and 4203 Farhills Drive, Austin, Travis County, Texas, and the execution of an agreement with the Foundation to lease these two properties after they have been purchased by the Foundation.

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

The Foundation will lease both parcels to the Board at monthly rentals of \$2,000 each, plus amounts needed for ad valorem taxes and insurance premiums, which will be approximately an additional \$400 per month for each parcel. The Foundation will reimburse the Board for the following amounts:

- a. On the property at 6110 Mountain Villa Cove, the \$5,000 option purchase price plus an amount equal to \$400 times the number of monthly lease payments made by the Board to the Lessor to the time of closing; and
- b. On the property at 4203 Farhills Drive, the \$25,000 option purchase price plus an amount equal to \$1,000 times the number of monthly lease payments made by the Board to the Lessor to the time of closing.

2. U. T. Arlington - Renovation of Existing Indoor and Outdoor Swimming Pools (Project No. 301-518): Approval of Final Plans and Authorization to Advertise for Bids and for Executive Committee to Award Contract Within Authorized Total Project Cost. -- Upon recommendation of the Buildings and Grounds Committee, the Board:

FILE NO. 202
DOCUMENT -----
REMARKS -----

- a. Approved the final plans and specifications for Renovation of the Existing Indoor and Outdoor Swimming Pools at The University of Texas at Arlington at an estimated total project cost of \$840,000
- 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 renovation project was approved by the Coordinating Board, Texas College and University System on January 29, 1982.

3. U. T. Arlington - Renovation and Addition to the Physical Education Building: Request for Project Authorization: Appointment of Project Architect to Prepare Preliminary Plans: and Appropriation Therefor (Withdrawn). -- The item related to the proposed renovation and addition to the Physical Education Building at The University of Texas at Arlington was withdrawn. FILE NO. 207
DOCUMENT _____
REMARKS _____
4. U. T. Arlington - Building for School of Architecture and Environmental Design: Authorization for Project; Appointment of Pratt, Box & Henderson & Partners, Dallas, Texas, Project Architect to Prepare Preliminary Plans; and Appropriation Therefor. -- In order to provide adequate space for the School of Architecture and Environmental Design at The University of Texas at Arlington, the Board upon recommendation of the Academic Affairs and Buildings and Grounds Committees: FILE NO. 207
DOCUMENT _____
REMARKS _____
- a. Authorized the construction of a new building for housing the School of Architecture and Environmental Design at an estimated total project cost of \$9,500,000
 - b. Appointed the firm of Pratt, Box & Henderson & Partners, Dallas, Texas, Project Architect with authorization to prepare preliminary plans and cost estimate to be presented at a future Board meeting for consideration
 - c. Appropriated \$125,000 from Ad Valorem Tax Proceeds for fees and related project expenses through completion of preliminary plans
5. U. T. Arlington - Renovation of Cooper Center: Authorization for Project; Appointment of Omniplan Architects, Dallas, Texas, Project Architect to Prepare Preliminary Plans and Appropriation Therefor. -- Upon recommendation of the Academic Affairs and Buildings and Grounds Committees, the Board: FILE NO. 207
DOCUMENT _____
REMARKS _____
- a. Authorized the Renovation of the Cooper Center at The University of Texas at Arlington at an estimated total project cost of \$1,500,000
 - b. Appointed the firm of Omniplan Architects, Dallas, Texas, Project Architect with authorization to prepare preliminary plans and cost estimate to be presented for consideration at a future Board meeting
 - c. Appropriated \$20,000 from Interest on Ad Valorem Tax Proceeds for fees and related project expenses through completion of preliminary plans
6. U. T. Arlington - Engineering Building Addition and Renovation (Project No. 301-475): Approval of Preliminary Plans: Authorization for Change in Scope and to Prepare Final Plans and Specifications: Submission to Coordinating Board and Additional Appropriation Therefor. -- The Buildings and Grounds Committee with the concurrence of the Academic Affairs and Finance and Audit Committees recommended and the Board: FILE NO. 207
DOCUMENT _____
REMARKS _____
- a. Approved the preliminary plans for the Engineering Building Addition and Renovation at The University

of Texas at Arlington along with its increase in scope and estimated total project cost as follows:

Additional Engineering Building	\$23,291,875
Renovation of Engineering Building	<u>6,674,000</u>
Total Project Cost	<u>\$29,965,875</u>

- b. Authorized the Project Architect to prepare final plans and specifications for consideration at a future Board meeting
- c. Authorized submission of the project to the Coordinating Board, Texas College and University System for approval upon determination of final project funding
- d. Appropriated \$850,000 from Ad Valorem Tax Proceeds and related interest earned thereon for fees and related expenses through completion of final plans (Previous appropriations had been \$200,000 from the same source.)

The scope of this project was increased to provide space for an Engineering and Science Library and a separate metal wind tunnel building. Extensive renovation of the mechanical systems and the upgrading of equipment are also included in the estimated total project cost.

7. U. T. Austin - Facilities for Petroleum Extension Service (PETEX) on Campus of U. T. Permian Basin: Request for Project Authorization; Appointment of Project Architect to Complete Final Plans; Submission to Coordinating Board; Advertisement for Bids and Award of Contract by U. T. Austin Administration, Subject to Coordinating Board Approval; and Appropriation Therefor (Withdrawn). --The item related to Facilities for Petroleum Extension Service (PETEX) of The University of Texas at Austin on the campus of The University of Texas of the Permian Basin was withdrawn.

FILE NO.	<u>200</u>
DOCUMENT	---
REMARKS	---
8. U. T. Austin - Student Family Housing - Phase II (Project No. 102-445): Authorization to Construct Additional Housing Units; Approval of Final Plans and Advertisement for Bids; Authorization for Executive Committee to Award Contract; and Additional Appropriation Therefor. --In order to take advantage of an offer by Construction Modules, Inc., San Antonio, Texas, the contractor for Phase IA of Student Family Housing at The University of Texas at Austin, to furnish additional precast housing modules at the same cost as was bid in March 1981, the Board upon recommendation of the Buildings and Grounds Committee:

FILE NO.	<u>200</u>
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REMARKS	---

 - a. Authorized the construction of approximately 80 additional housing units on the north portion of the Brackenridge site at an estimated total project cost of \$4,000,000 for partial completion of the Phase II housing project
 - b. Approved final plans and specifications prepared by the Project Architect, Wilson Stoeltje & Martin, Inc., Austin, Texas, for this portion of the Phase II Brackenridge housing project

- c. Authorized the Office of Facilities Planning and Construction to advertise for bids
- d. Authorized the Executive Committee to award all contracts associated with this project within the estimated total project cost of \$4,000,000
- e. Appropriated \$4,000,000 from Auxiliary Enterprise Funds for completion of this portion of the Phase II Brackenridge housing project (\$45,000 had been previously appropriated from Pooled Interest on Bond proceeds and other Construction Funds for Demolition of Brackenridge Apartments, part of Phase II.)

The partial Phase II Student Family Housing Project was approved by the Coordinating Board, Texas College and University System at its July 1982 meeting.

9. U. T. Austin - Little Campus Buildings (Project No. 102-395):
Approval of Final Plans for The Arno Nowotny Building and Building H: Authorization to Advertise for Bids and for Executive Committee to Award Contract Within Authorized Total Project Cost: Additional Appropriation Therefor and Designation of Building H the Little Campus Building. -- Upon recommendation of the Finance and Audit and Buildings and Grounds Committees, the Board:

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REMARKS _____

- a. Approved the final plans and specifications for The Arno Nowotny Building and Building H (Little Campus Buildings) at The University of Texas at Austin at an estimated total project cost of \$4,000,000, exclusive of site development
- 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 previously authorized total project cost
- d. Appropriated \$3,778,500 from the Available University Fund for total project funding (Previous appropriations had been \$221,500 from the same source.)
- e. Designated Building H the Little Campus Building

Site Dev. & Utilities

10. U. T. Austin - Balcones Research Center - Central Chilling Station (Project No. 102-523A): Approval of Final Plans; Authorization to Advertise for Bids; Subject to the Determination of Fund Availability, Executive Committee to Award Contracts Within Authorized Total Project Cost and Additional Appropriation Therefor. --The Finance and Audit and Buildings and Grounds Committees recommended and the Board:

FILE NO. 500
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REMARKS ---

- a. Approved the final plans and specifications for the Central Chilling Station at The University of Texas at Austin Balcones Research Center at an estimated total project cost of \$3,752,659
- b. Authorized the Office of Facilities Planning and Construction to advertise for bids, subsequent to completion of design review
- c. Subject to the determination of fund availability, authorized the Executive Committee to award all contracts associated with this project within the authorized total project cost
- d. Appropriated \$3,577,659 from proceeds of Permanent University Fund Bonds for total project funding (Previous appropriations had been \$175,000 from the Available University Fund.)

It was pointed out that chillers will be purchased immediately by separate contract to achieve early delivery and that funds for this purchase are included within the total project cost.

11. U. T. Austin - Balcones Research Center - Bureau of Economic Geology (Project No. 102-525) - Repository and Minerals Studies Laboratory Building: Approval of Final Plans; Authorization to Advertise for Bids Subject to Final Review; Subject to the Determination of Fund Availability, Executive Committee to Award Contract Within Authorized Total Project Cost and Additional Appropriation Therefor. --Upon recommendation of the Finance and Audit and Buildings and Grounds Committees, the Board:

FILE NO. 202
DOCUMENT ---
REMARKS ---

- a. Approved the final plans and specifications for the Repository and Minerals Studies Laboratory Building for the Bureau of Economic Geology at the Balcones Research Center of The University of Texas at Austin at an estimated total project cost of \$8,994,741, exclusive of departmental equipment
- b. Authorized the Office of Facilities Planning and Construction to advertise for bids following final review
- c. Subject to the determination of fund availability, authorized the Executive Committee to award all contracts associated with this project within the authorized total project cost
- d. Appropriated \$8,764,741 from proceeds of Permanent University Fund Bonds for total project funding (Previous appropriations for the Bureau of Economic Geology had been \$899,000 from the Available University Fund. Of this amount \$230,000 had been allotted to the Repository and Minerals Studies Laboratory Building.)

12. U. T. Austin - Balcones Research Center - Commons Building (Project No. 102-526): Approval of Preliminary Plans: Authorization to Prepare Final Plans and Additional Appropriation Therefor. --Mr. Horace Wilson, representing the Project Architect, Wilson Stoeltje Martin, Inc., Austin, Texas, presented the preliminary plans for the Commons Building at The University of Texas at Austin Balcones Research Center to the Buildings and Grounds Committee on Thursday, August 12.

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

- a. Approved the preliminary plans and specifications for the Commons Building at an estimated total project cost of \$6,787,789, exclusive of equipment
- b. Authorized the Project Architect to prepare final plans and specifications for consideration of the U. T. Board of Regents at a future meeting
- c. Appropriated \$185,000 from proceeds of Permanent University Fund Bonds for fees and related project expenses through completion of final plans (From the previous appropriations for projects at the Balcones Research Center, \$117,000 had been allocated to the Commons Building from the Available University Fund.)

The Commons Building will be a single level structure of approximately 78,450 gross square feet of space which will house conference rooms, classrooms, dining and administrative support facilities.

13. U. T. Austin (Balcones Research Center): Authorization to Donate Approximately 42.1894 Acres of Land to the State of Texas for a Right-of-Way Easement for MOPAC Boulevard's North Extension, Provided Reasonable and Adequate Access Can Be Arranged Between the East and West Tracts. --Authorization was given to donate approximately 42.1894 acres of land to the State of Texas for a right-of-way easement for MOPAC Boulevard's north extension, provided reasonable and adequate access can be arranged between the east and west tracts of land at the Balcones Research Center of The University of Texas at Austin. This extension will greatly aid traffic movement and increase the land value at the Balcones Research Center.

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The State of Texas will provide funds for the construction and maintenance of the extension.

14. U. T. Austin: Authority to Acquire Real Property in Austin, Travis County, Texas, by Eminent Domain (Land Acquisition Across I. H. 35). --Upon recommendation of the Buildings and Grounds Committee, the Board authorized the acquisition of the following tracts of real property located in Austin, Travis County, Texas, by eminent domain, if necessary, for the purpose of future campus expansion by The University of Texas at Austin:

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Parcel #1: 136' x 167' average, Outlot 27, Division C.

- Parcel #2 55' x 136'. Outlot 27, Division C.
- Parcel #3 50' x 136'. Outlot 27, Division C.
- Parcel #4 50' x 136', Outlot 27, Division C.
- Parcel #10 54' x 136'. Outlot 27, Division C.
- Parcel #17 0.318 acre, Outlot 27, Division C.
- Parcel #18 0.084 acre, Outlot 27, Division C.
- Parcel #19 Lot 1, Outlot 27, Division C, Northeastern Subdivision.
- Parcel #20 Lot 2, Outlot 27, Division C, Northeastern Subdivision.
- Parcel #21 Lot 3, Outlot 27, Division C, Northeastern Subdivision.
- Parcel #22 Lot 4, Outlot 27, Division C, Northeastern Subdivision.
- Parcel #23 Lot 5, Outlot 27, Division C, Northeastern Subdivision.
- Parcel #28 Lot 9, Outlot 27, Division C, Northeastern Subdivision.
- Parcel #29 Lot 8, Outlot 27, Division C, Northeastern Subdivision.
- Parcel #30 W. 94' average, Lot 6 and Lot 7, less NE triangle, Outlot 27, Division C, Northeastern Subdivision.

Committee Chairman Richards reported that while the Material Supporting the Agenda included Parcels 5 and 11-15 within the eminent domain authorization, these had been withdrawn since sales contracts on these parcels had been negotiated since the preparation of the Material Supporting the Agenda.

15. U. T. Dallas, U. T. San Antonio and U. T. Health Science Center - San Antonio: Appointment of Geren Associates/CRS, Fort Worth, Texas, Marmon & Mok, San Antonio, Texas, and Chumney, Jones & Kell, San Antonio, Texas, Consulting Architects for Limited Services for Certain Proposed Construction Projects Included in the Legislative Budget Request; Submission to Coordinating Board and Appropriations Therefor. -- The Board, upon recommendation of the Buildings and Grounds Committee:

- a. Authorized the submission of all eligible projects to the Coordinating Board, Texas College and University System, for its consideration, review and approval prior to the 68th Legislature
- b. Appointed Consulting Architects as set forth on Page 98 for limited professional services and technical assistance in preparation of concept plans and preliminary cost

(3)
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information to support the Coordinating Board submission and Legislative Budget requests:

U. T. Dallas - Applied Science Building
Geren Associates, CRS, Fort Worth, Texas

U. T. San Antonio - Science Building
Marmon & Mok, San Antonio, Texas

U. T. Health Science Center - San Antonio -
Completion of Clinical Science Building
Chumney, Jones & Kell, San Antonio, Texas

- c. Appropriated \$75,000 for fees and miscellaneous expenses for completion of these limited professional services from Unappropriated Plant Fund Balances

16. U. T. El Paso - Renovation and Addition to Administration Annex: Authorization for Project; Appointment of Phillip Mack Caldwell Architect, El Paso, Texas, Project Architect to Prepare Final Plans; Submission to Coordinating Board and Appropriation Therefor. -- The Board, upon recommendation of the Academic Affairs, Finance and Audit and Buildings and Grounds Committees:

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REMARKS ---

- a. Authorized the Renovation and Addition to the Administration Annex at The University of Texas at El Paso at an estimated total project cost of \$215,000
- b. Appointed the firm of Phillip Mack Caldwell, Architect, El Paso, Texas, Project Architect with authorization to prepare final plans and specifications to be presented at a future Board meeting for consideration
- c. Authorized submission of the project to the Coordinating Board, Texas College and University System for approval
- d. Appropriated \$136,000 from Combined Fee Revenue Bonds, Series 1970-74 - Interest on Time Deposit and \$79,000 from Unallocated Plant Funds for total project funding

17. U. T. Tyler: Approval of Lease with U. T. Tyler Educational Foundation, Inc., for President's Residence (Thomas Burbridge Survey 960, Abstract 70, Tyler, Smith County, Texas). -- Approval was given to enter into a lease agreement with The University of Texas at Tyler Educational Foundation, Inc., for a residence located on Thomas Burbridge Survey 960, Abstract 70, Tyler, Smith County, Texas, for the President of The University of Texas at Tyler. The lease will be for a two-year term, with a monthly rental of \$3,300 and an option to purchase the residence at or before the end of the lease term for the value of the remaining loan owed by the Foundation at the time of the purchase. All taxes and insurance will be paid by the Foundation, while the University will be responsible for utilities and maintenance.

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18. U. T. Health Science Center - Dallas: Parking Structure on Parking Lot No. 4 (Previously Referred to as Second Level Parking Structure on Parking Lot No. 4) (Project No. 303-541) Approval of Final Plans; Authorization to Advertise for Bids and for Executive Committee to Award Contract. -- The Buildings and Grounds Committee concurred in the recommendation of the

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Project Architect for the Parking Structure on Parking Lot No. 4 (previously referred to as Second Level Parking Structure on Parking Lot No. 4) at The University of Texas Health Science Center at Dallas, that the parking structure provide two levels of parking above approximately one-half of the existing lot rather than one level covering the entire lot as initially contemplated. Therefore, the Board:

- a. Approved the final plans and specifications for the Parking Structure on Parking Lot No. 4 at an estimated total project cost of \$1,500,000
- 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

The structure will be post-tensioned concrete beam and slab and will accommodate approximately 400 cars.

The Coordinating Board, Texas College and University System approved this project at its July 1982 meeting.

19. U. T. Cancer Center - Additional Outpatient Clinic Facilities (Project No. 703-459): Approval of Preliminary Plans: Authorization for Adjustment in Scope of Project to Include Transformer Vault and for Preparation of Final Plans and Additional Appropriation Therefor. -- With the concurrence of the Health Affairs and Finance and Audit Committees, the Buildings and Grounds Committee recommended and the Board:

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- a. Approved the preliminary plans and specifications for Additional Outpatient Clinic Facilities at The University of Texas System Cancer Center at an estimated total project cost of \$37,030,000
- b. Approved an adjustment in scope to include the transformer vault facility at an estimated additional cost of \$2,350,000
- c. Authorized the Project Architect to prepare final plans and specifications for consideration at a future Board meeting
- d. Appropriated \$23,350,000 from General Funds Unappropriated Balances, estimated operating budget balances, and estimated 1981-82 income in excess of current budget estimates, for total project funding [Previous appropriations had been \$11,030,000 from General Funds Unappropriated Balances and \$5,000,000 transferred from the Allotment Account for Remodeling M. D. Anderson Hospital (Project No. 703-291.)]

20. U. T. Cancer Center - Rotary International House (Project No. 703-534): Acceptance of Report of Economic Feasibility Study and Authorization to Raise Funds. -- The Buildings and Grounds Committee recommended and the Board:

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- a. Accepted the report of Real Estate Research Corporation, Chicago, Illinois, indicating the economic

feasibility for housing facilities for patients of
U. T. M. D. Anderson Hospital of The University
of Texas System Cancer Center

- b. Authorized Dr. LeMaistre to cooperate with Rotary International in raising funds for the project, with the understanding that when a minimum of \$10,000,000 in gift funds has been pledged by Rotary International, further recommendations will be made to the Board concerning sale of Revenue Bonds needed to proceed with the project

The study concluded that patient needs indicated a strong potential for the development and support of such a facility; that the site, adjacent to the Anderson Mayfair, is ideally situated for patient convenience; that the demand for housing is sufficient to support a facility of 300 rooms at favorable occupancy levels; and that without the minimum charitable donation of \$10,000,000, this project is not financially feasible.

21. U. T. Cancer Center (U. T. Science Park) - Research Division at Smithville - Laboratory Support Facility (Project No. 703-509) FILE NO. *200*
Award of Construction Contract to William Droemer and Associates, Giddings, Texas, Authorization for Increased Total Project Cost and Additional Appropriation Therefor. --All bids received for the Laboratory Support Facility for The University of Texas System Cancer Center (U. T. Science Park) - Research Division at Smithville exceeded the previously authorized total project cost of \$750,000. However, an analysis of the bids indicated that the Mechanical/Electrical System required for animal housing standards constituted almost fifty percent of the total construction cost. Therefore, upon recommendation of the Finance and Audit and Buildings and Grounds Committees, the Board: DOCUMENT ---
REMARKS ---
- a. Awarded a construction contract for the Laboratory Support Facility to William Droemer and Associates, Giddings, Texas, the lowest responsible bidder, in the amount of \$815,400 for the base bid
- b. Approved a total project cost of \$900,000
- c. Appropriated \$90,000 from General Funds Unappropriated Balances and transferred \$60,000 from Account No. 187930 (construction of a Storage and Physical Plant Facility at the Veterinary Resources Division of the Science Park at Bastrop) to complete the total project funding (\$750,000 had been previously appropriated from Account No. 187291 - Science Park Building Expansion.)

This project was approved by the Coordinating Board, Texas College and University System on April 30, 1982, and the total project cost is within the Coordinating Board Budget Limitations.

REPORT AND RECOMMENDATIONS OF THE LAND AND INVESTMENT COMMITTEE (Pages 101 - 122). -- Committee Chairman Hay reported that the Land and Investment Committee had met in open session on Thursday, August 12, 1982, 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, the Vice Chancellor for Business Affairs, and the Vice Chancellor for Lands Management are each authorized to execute conveyances, deeds, surface and/or mineral leases, easements, rights-of-way, oil and gas division orders, and transfer orders, 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 May and June 1982 and Report on Oil and Gas Development as of June 30, 1982. -- The following reports with respect to (a) certain monies cleared to the Permanent University Fund for May and June 1982 and (b) Oil and Gas Development as of June 30, 1982, were submitted by the Executive Director for Investments and Trusts:

Permanent University Fund	May, 1982	June, 1982	Cumulative Through June of This Fiscal Year (1981-1982)	Cumulative Through June of Preceding Fiscal Year (1980-1981)	Per Cent Change
Royalty					
Oil	\$ 9,812,895.81	\$11,101,001.27	\$107,027,658.27	\$ 91,268,140.45	17.27%
Gas	3,980,048.53	3,475,205.77	40,312,887.14	32,020,912.51	25.90%
Sulphur	284,436.03	180,119.30	4,941,013.41	4,415,292.40	11.91%
Water	28,544.92	26,654.02	220,640.32	223,934.20	(1.47%)
Brine	6,489.08	5,035.25	67,929.60	49,082.38	38.40%
Rental					
Oil and Gas Leases	(10,256.25)	28,652.94	1,511,051.64	1,768,226.31	(14.54%)
Other	(552.00)	6,600.00	11,672.77	5,578.47	109.25%
Sale of Sand, Gravel, Etc.	5,958.75		28,627.62	41,218.19	(30.55%)
Gain or (Loss) on Sale of Securities	(1,297,361.80)	2,480,065.78	7,240,723.30	9,762,513.16	(25.83%)
Transfer from Special 1% Fee Fund			850,000.00	150,000.00	466.67%
Sub-Total	<u>12,810,203.07</u>	<u>17,303,334.33</u>	<u>162,212,204.07</u>	<u>139,704,898.07</u>	16.11%
Bonuses					
Oil and Gas Lease Sales	-0-	-0-	17,842,000.00	97,073,500.00	(81.62%)
Amendments and Extensions to Mineral Leases	53,404.57	20,494.13	1,280,553.17	811,660.51	57.77%
Total Bonuses	<u>53,404.57</u>	<u>20,494.13</u>	<u>19,122,553.17</u>	<u>97,885,160.51</u>	(80.46%)
TOTAL CLEARANCES	<u>\$12,863,607.64</u>	<u>\$17,323,828.46</u>	<u>\$181,334,757.24</u>	<u>\$237,590,058.58</u>	(23.68%)

Oil and Gas Development - June 30, 1982
Acreage Under Lease - 996,465

Number of Producing Acres - 515,788

Number of Producing Leases - 2,112

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2. Permanent University Fund Investment Advisory Committee: Reappointment of Mr. Dee S. Osborne, Houston, Texas, to Five-Year Term. --Mr. Dee S. Osborne, Chairman of the Board of Texas Investment Bank of Houston, Texas was reappointed to the Permanent University Fund Investment Advisory Committee for a five-year term, September 1, 1982 through August 31, 1987. With this reappointment, the membership of the Investment Advisory Committee is as follows:

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	<u>Term Expires</u>
Mr. Orson C. Clay	8/31/83
Mr. Harold W. Hartley	8/31/84
Mr. Thomas B. McDade	8/31/85
Mr. J. Donald Squibb, Jr.	8/31/86
Mr. Dee S. Osborne	8/31/87

II. TRUST AND SPECIAL FUNDS

A. GIFTS, BEQUESTS AND ESTATES

1. U. T. Austin: Acceptance of Transfer from The Business School Foundation of Twelve Previously Established Endowed Academic Positions, Amendment of Seven Titles and Eligibility for Matching Funds from The Centennial Teachers and Scholars Program. --Approval was given to accept transfer from The Business School Foundation (an external foundation) of twelve previously established endowed academic positions for the benefit of the College of Business Administration and the Graduate School of Business at The University of Texas at Austin and to amend the previously approved titles as indicated.

The total \$2,503,259 eligible gifts and pledges will be matched from The Centennial Teachers and Scholars Program and, where designated, endowed academic positions will be established:

	<u>CTSP</u>	<u>Total Eligible</u>	
(a) Arthur Andersen & Co. Alumni Professorship in Accounting		\$100,000	(3) FILE NO. 1000 DOCUMENT _____ REMARKS _____

Amended title to: Arthur Andersen & Co. Alumni Centennial Professorship in Accounting

Matching purpose: Arthur Andersen & Co. Alumni Centennial Professorship in Finance

- | | <u>Total Eligible</u> | |
|--|-----------------------|--|
| (b) Ernst & Whinney Distinguished Professorship of Accounting ^{CTSP} | \$100,000 | (2)
FILE NO. 1507
DOCUMENT _____
REMARKS _____ |
| Amended title to: <u>Ernst & Whinney Distinguished Centennial Professorship of Accounting</u> | | |
| Matching purpose: To be determined | | |
| (c) Harkins & Company Chair ^{CTSP} | 400,000 | (2)
FILE NO. 1072
DOCUMENT _____
REMARKS _____ |
| Amended title to: <u>Harkins & Company Centennial Chair</u> | | |
| Matching purpose: To be determined | | |
| (d) Herbert D. Kelleher Centennial Professorship in Business Law ^{CTSP} | 100,000 | (3)
FILE NO. 1070
DOCUMENT _____
REMARKS _____ |
| Matching purpose: <u>Joan Negley Kelleher Centennial Professorship in Rhetoric and Composition, College of Liberal Arts</u> | | |
| (e) <u>George Kozmetsky Centennial Chair in the Graduate School of Business</u> ^{CTSP} | 1,000,000 | (2) 1070
FILE NO. 1070
DOCUMENT _____
REMARKS _____ |
| Matching purpose: To be determined | | |
| (f) The Margaret and Eugene McDermott Professorship of Banking and Finance | 100,000 | (2)
FILE NO. 1070
DOCUMENT _____
REMARKS _____ |
| Amended title to: <u>The Margaret and Eugene McDermott Centennial Professorship of Banking and Finance</u> ^{CTSP} | | |
| Matching purpose: To be determined | | |
| (g) Fred H. Moore Professorship in International Management in the Graduate School of Business | 150,000 | (5) 1070
FILE NO. 1070
DOCUMENT _____
REMARKS _____ |
| Amended title to: <u>Fred H. Moore Centennial Professorship in International Management in the Graduate School of Business</u> ^{CTSP} | | |
| Matching purpose: College of Business Administration and the Graduate School of Business, with \$50,000 each: | | |
| (1) <u>The Spurgeon Bell Centennial Fellowship</u> | | |
| (2) <u>The William R. Spriegel Centennial Fellowship</u> | | |
| (3) <u>The J. Anderson Fitzgerald Centennial Fellowship</u> | | |

- | | <u>Total Eligible</u> | |
|---|-----------------------|---|
| (h) <u>V. F. Neuhaus Centennial Professorship in Finance</u> | CTSP \$100,000 | (2)
FILE NO. 1020
DOCUMENT
REMARKS |
| Matching purpose: To be determined | | |
| (i) <u>The Foster Parker Professorship of Finance and Management</u> | 143,400 | (2)
FILE NO. 1020
DOCUMENT
REMARKS |
| Amended title to: <u>The Foster Parker Centennial Professorship of Finance and Management</u> | | |
| Matching purpose: To be determined | | |
| (j) <u>Daniel B. Stuart Centennial Professorship in the Application of Computers to Business & Management</u> | CTSP 100,000 | (2)
FILE NO. 1020
DOCUMENT
REMARKS |
| Matching purpose: To be determined | | |
| (k) <u>Texas Commerce Bancshares, Inc. Centennial Professorship in Commercial Banking</u> | CTSP 100,000 | (3)
FILE NO. 1020
DOCUMENT
REMARKS |
| Matching purpose: <u>Texas Commerce Bancshares, Inc. Centennial Professorship in Business Communication</u> | | |
| See Page 30 for the initial appointment to this Professorship. | | |
| (l) <u>Glenn A. Welsch Professorship in Accounting</u> | CTSP 109,859 | (2)
FILE NO. 1020
DOCUMENT
REMARKS |
| Amended title to: <u>Glenn A. Welsch Centennial Professorship in Accounting</u> | | |
| Matching purpose: To be determined | | |

It was noted that transfers in the amount of \$1,152,507.51 had been received from The Business School Foundation and the remaining \$1,350,751.49 is due by August 31, 1985.

2. U. T. Austin: Acceptance of Pledge from Arthur Andersen & Co., Houston, Texas, and Establishment of Three Arthur Andersen & Co. Alumni Centennial 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. -- Upon recommendation of the Land and Investment Committee, the Board accepted a pledge of \$150,000 from Arthur Andersen & Co., Houston, Texas, and established three Arthur Andersen &
- CTSP (4) 1020
FILE NO. 1020
DOCUMENT
REMARKS

Co. Alumni Centennial Fellowships in Accounting, with \$50,000 each, in the College of Business Administration and the Graduate School of Business at The University of Texas at Austin. The pledge will be completed with two annual gifts of \$50,000 each, payable at the end of 1983 and 1984, and a third gift of \$50,000 paid prior to August 31, 1985.

When funding for these Fellowships is completed, these gifts will be matched from The Centennial Teachers and Scholars Program, and in accordance with the donor's wishes, the matching allocations will be added to the Fellowships to increase each endowment total to \$100,000.

3. U. T. Austin: Acceptance of Pledge from Mrs. L. T. Barrow, Houston, Texas, and Mr. Tom Barrow, Stamford, Connecticut, for Addition to the Leonidas T. Barrow Professorship in Mineral Resources in the College of Natural Sciences and Eligibility for Matching Funds from The Centennial Teachers and Scholars Program. -- Approval was given to accept a \$182,000 pledge from Mrs. L. T. Barrow, Houston, Texas, and her son, Tom, Stamford, Connecticut, for addition to the Leonidas T. Barrow Professorship in Mineral Resources in the Department of Geological Sciences, College of Natural Sciences, at The University of Texas at Austin. The pledge will be completed in 1982 and 1983 and will bring the endowment total to approximately \$340,270.

Upon receipt of the funds, the pledge will be matched from The Centennial Teachers and Scholars Program and the matching allocations will be added to the Professorship in accordance with the donors' wishes.

4. U. T. Austin: Acceptance of Pledge from Mr. Donald J. Douglass and the Alamo Group, Incorporated, San Antonio, Texas, and Establishment of the Arthur James Douglass Centennial Professorship in Entrepreneurship and Small Business in the College of Business Administration and the Graduate School of Business and Establishment of the Donald J. Douglass Centennial Professorship in Engineering in the College of Engineering with Matching Funds from The Centennial Teachers and Scholars Program. -- The Board accepted a pledge of \$100,000 from Mr. Donald J. Douglass and the Alamo Group, Incorporated, San Antonio, Texas, and established the Arthur James Douglass Centennial Professorship in Entrepreneurship and Small Business 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 full prior to August 31, 1985.

Further, the Board authorized that upon receipt of funding, the gift be matched from The Centennial Teachers and Scholars Program and, in accordance with the donors' wishes, the Donald J. Douglass Centennial Professorship in Engineering in the College of Engineering be established.

See Page 30 for the initial appointment to the Donald J. Douglass Centennial Professorship in Engineering.

(2) 6/6
(2) 5/22
FILE NO. _____
DOCUMENT _____
REMARKS _____

(2) 6/6
(2) 5/22
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DOCUMENT _____
REMARKS _____

5. U. T. Austin: Establishment of the Frank C. Erwin, Jr. Centennial Chair in State Government in the College of Liberal Arts and Eligibility for Matching Funds from The Centennial Teachers and Scholars Program. -- The Board established the Frank C. Erwin, Jr. Centennial Chair in State Government in the Department of Government, College of Liberal Arts, at The University of Texas at Austin. Funding for this Chair will be provided by docketed gifts and interest earned thereon in the amount of \$967,800 and outstanding pledges in the amount of \$16,480 from various donors which had been held in the Frank C. Erwin, Jr. Endowment Fund. In addition, at the request of Mr. Bernard Rapoport, \$100,000 due in matching funds from The Centennial Teachers and Scholars Program for the Bernard Rapoport Centennial Chair in Economics and Public Affairs will be added to the Chair bringing the total endowment to approximately \$1,084,280.
- FILE NO. 100
DOCUMENT
REMARKS

The gifts received after September 1, 1981, and pledges received prior to August 31, 1985, will be considered for matching from The Centennial Teachers and Scholars Program. A recommendation regarding the use of the matching allocation will be presented at a later date.

6. U. T. Austin: Report of Termination of the L. D. and Marie Gale Unitrust; Acceptance of Bequest from the Estate of Marie Gale and Pledge from Mr. Edwin Gale, Beaumont, Texas; Redesignation of the L. D., Marie and Edwin Gale Professorship in Judaic Studies Fund the L. D., Marie and Edwin Gale Chair of Judaic Studies in the College of Liberal Arts; Eligibility for Matching Funds from The Centennial Teachers and Scholars Program and Redesignation of the Lawrence D. Gale Professorship in Small Business Management and Entrepreneurship the Lawrence D. Gale Chair in Small Business Management and Entrepreneurship in the College of Business Administration and the Graduate School of Business. -- A report was received that the L. D. and Marie Gale Unitrust was terminated with the death of Marie Gale on September 30, 1981, and the assets, with a book value of \$241,000, were added to the L. D., Marie and Edwin Gale Professorship in Judaic Studies Fund in the College of Liberal Arts at The University of Texas at Austin as prescribed by the trust agreement.
- FILE NO. (3) 1070
DOCUMENT
REMARKS

Upon recommendation of the Land and Investment Committee, a bequest of \$150,000 from the Estate of Marie Gale and a pledge of \$9,000 from Mr. Edwin Gale, Beaumont, Texas, were accepted and added to the Professorship. This brings the total endowment to \$500,000, and per the unitrust agreement, the title of the fund was redesignated the L. D., Marie and Edwin Gale Chair of Judaic Studies.

The \$241,000 from the Unitrust, the \$150,000 from the bequest and the \$9,000 from the pledge will be matched from The Centennial Teachers and Scholars Program and \$400,000 will be added to the Lawrence D. Gale Professorship in Small Business Management and Entrepreneurship and will be redesignated the Lawrence D. Gale Chair in Small Business Management and Entrepreneurship in the College of Business Administration and the Graduate School of Business.

7. U. T. Austin: Acceptance of Gift from Mr. and Mrs. Frank A. Liddell, Jr., Houston, Texas, and Establishment of the Frank A. Liddell, Jr. Centennial Fellowship in Chemical Engineering in the College of Engineering and Establishment of The Laurence E. McMakin, Jr. Centennial Fellowship in Chemical Engineering in the College of Engineering with Matching Funds from The Centennial Teachers and Scholars Program. -- Approval was given to accept a \$50,000 gift from Mr. and Mrs. Frank A. Liddell, Jr., Houston, Texas, and to establish the Frank A. Liddell, Jr. Centennial Fellowship in Chemical Engineering in the College of Engineering at The University of Texas at Austin.

419
 FILE NO. (3) 1020
 DOCUMENT
 REMARKS

In accordance with the donors' wishes, the Board authorized the allocation of matching funds from The Centennial Teachers and Scholars Program for the establishment of The Laurence E. McMakin, Jr. Centennial Fellowship in Chemical Engineering in the College of Engineering.

8. U. T. Austin: Acceptance of Gift from Mr. W. A. "Tex" Moncrief, Jr., Fort Worth, Texas, and Establishment of the W. A. "Monty" Moncrief Centennial Chair in Petroleum Engineering in the College of Engineering and Establishment of the W. A. "Tex" Moncrief, Jr. Centennial Chair in Petroleum Engineering in the College of Engineering with Matching Funds from The Centennial Teachers and Scholars Program. -- The Board accepted a gift of \$500,000 from Mr. W. A. "Tex" Moncrief, Jr., Fort Worth, Texas, and established the W. A. "Monty" Moncrief Centennial Chair in Petroleum Engineering in the College of Engineering at The University of Texas at Austin.

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 FILE NO. (3) 1060
 DOCUMENT
 REMARKS

Further, the Board authorized that this gift be matched from The Centennial Teachers and Scholars Program and that the W. A. "Tex" Moncrief, Jr. Centennial Chair in Petroleum Engineering in the College of Engineering be established in accordance with the donor's wishes.

9. U. T. Austin: Acceptance of Gift from William T. and Fiona D. Stokes, Dallas, Texas, and Establishment of the William T. Stokes Centennial Teaching Fellowship in Geological Sciences in the College of Natural Sciences and Establishment of the Fiona D. Stokes Centennial Teaching Fellowship in Petroleum Land Management in the College of Business Administration with Matching Funds from The Centennial Teachers and Scholars Program. -- Upon recommendation of the Land and Investment Committee, the Board accepted a \$50,000 gift from William T. and Fiona D. Stokes, Dallas, Texas, and established the William T. Stokes Centennial Teaching Fellowship in Geological Sciences in the Department of Geological Sciences, College of Natural Sciences, at The University of Texas at Austin.

419
 FILE NO. (3) 1060
 DOCUMENT
 REMARKS

The Board authorized the allocation of matching funds from The Centennial Teachers and Scholars Program for the establishment of the Fiona D. Stokes Centennial Teaching Fellowship in Petroleum Land Management in the College of Business Administration, in accordance with the donors' wishes.

10. U. T. Austin: Acceptance of Gift and Pledge from RepublicBank Corporation, Dallas, Texas, and Establishment of the RepublicBank Corporation Centennial Professorship in Commercial Banking & Trust in the College of Business Administration and the Graduate School of Business and Establishment of the RepublicBank Corporation Centennial Professorship in Petroleum Engineering in the College of Engineering with Matching Funds from The Centennial Teachers and Scholars Program. --Approval was given to accept a \$40,000 gift and a \$60,000 pledge from the RepublicBank Corporation, Dallas, Texas, and to establish the RepublicBank Corporation Centennial Professorship in Commercial Banking & Trust 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 two installments of \$30,000 each prior to August 31, 1985.

616
FILE NO. 1072
DOCUMENT
REMARKS

The Board authorized that the matching allocation from The Centennial Teachers and Scholars Program be used to establish the RepublicBank Corporation Centennial Professorship in Petroleum Engineering in the College of Engineering in accordance with the donor's wishes.

11. U. T. Austin: Acceptance of Gift and Pledge from the T. J. Brown and C. A. Lupton Foundation, Inc., Fort Worth, Texas, and Establishment of the Sam P. Woodson, Jr. Centennial Memorial Professorship in Business in the College of Business Administration and the Graduate School of Business and Establishment of the Tiny Gooch Centennial Professorship in Trial Practice in the School of Law 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 \$75,000 pledge from the T. J. Brown and C. A. Lupton Foundation, Inc., Fort Worth, Texas, and established the Sam P. Woodson, Jr. Centennial Memorial Professorship in Business 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 of \$25,000 each prior to August 31, 1985.

616
FILE NO. 1072
DOCUMENT
REMARKS

In accordance with the donor's wishes, the matching allocation from The Centennial Teachers and Scholars Program will be used to establish the Tiny Gooch Centennial Professorship in Trial Practice in the School of Law.

12. U. T. Austin: Establishment of the Foley's/Sanger Harris Centennial Professorship in Retail Merchandising in the College of Business Administration and the Graduate School of Business and Establishment of the Foley's Centennial Fellowship in Retail Merchandising and the Sanger Harris Centennial Fellowship in Retail Merchandising in the College of Business Administration and the Graduate School of Business with Matching Funds from The Centennial Teachers and Scholars Program. --At the request of The Business School Foundation (an external foundation), the Foley's/Sanger Harris Centennial Professorship in Retail Merchandising was established in the College of Business Administration and the Graduate School of Business at The University of Texas at Austin in accordance with the Regents' Rules and Regulations. The Professorship will be funded by The Business School Foundation and administered per the agreement with the Foundation.
- (4)
FILE NO. 1077
DOCUMENT
REMARKS

See Page 29 for the initial appointment to this Professorship.

Further, the Board authorized the allocation of matching funds from The Centennial Teachers and Scholars Program to establish the Foley's Centennial Fellowship in Retail Merchandising and the Sanger Harris Centennial Fellowship in Retail Merchandising with \$50,000 each in the College of Business Administration and the Graduate School of Business.

13. U. T. Austin: Establishment of the John P. Harbin Centennial Professorship in Business 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, at the request of The Business School Foundation (an external foundation), established the John P. Harbin Centennial Professorship in Business in the College of Business Administration and the Graduate School of Business at The University of Texas at Austin in accordance with the Regents' Rules and Regulations. The funds for the Professorship will be held and administered by The Business School Foundation per the agreement with the Foundation.
- (2)
FILE NO. 1077
DOCUMENT
REMARKS

The total endowment principal of \$104,921.60 will be matched from The Centennial Teachers and Scholars Program and the matching allocation will be added to the Professorship. The matching allocation will be held and administered by the U. T. Board of Regents.

See Page 29 for the initial appointment to this Professorship.

14. U. T. Austin: Establishment of the M. Harvey Weil Centennial Endowed Lectureship in the School of Law and Establishment of the M. Harvey Weil Centennial Endowed Lectureship in Business in the College of Business Administration and the Graduate School of Business with Matching Funds from The Centennial Teachers and Scholars Program. --At the request of the Law School Foundation (an external foundation), the Board established the M. Harvey Weil Centennial Endowed Lectureship in the School of Law at The University of Texas at Austin in accordance with the Regents' Rules and Regulations. The funds for the Lectureship will be held and administered by the Law School Foundation per the agreement with the Foundation.

(3)
FILE NO. 1077
DOCUMENT
REMARKS

Further, the Board established the M. Harvey Weil Centennial Endowed Lectureship in Business in the College of Business Administration and the Graduate School of Business with the \$20,000 matching allocation from The Centennial Teachers and Scholars Program. The matching allocation will be held and administered by the U. T. Board of Regents.

15. U. T. Austin: Establishment of Various Endowed Academic Positions with Matching Funds from The Centennial Teachers and Scholars Program. --Approval was given to designate the use of matching funds from The Centennial Teachers and Scholars Program for gifts previously accepted for the benefit of The University of Texas at Austin as set forth below. Funding for partially funded endowments will be completed by August 31, 1985:

<u>Eligible Gifts</u>	<u>Matching Designation</u>	<u>Eligible Amount</u>	
<u>College of Business Administration and the Graduate School of Business</u>			
a. <u>Century Club Professorship</u>	Added to Professorship	\$ 80,000	CTSP FILE NO. 1070 DOCUMENT REMARKS
b. <u>La Quinta Motor Inns, Inc. Centennial Professorship in Business</u>	Establish the <u>La Quinta Motor Inns, Inc. Centennial Professorship in Nursing</u> (School of Nursing)	100,000	CTSP FILE NO. 1070 DOCUMENT REMARKS
c. <u>Fred H. Moore Endowed Centennial Lectureship</u>	Added to Lectureship	25,000	CTSP FILE NO. 1070 DOCUMENT REMARKS
d. <u>J. Ludwig Mosle Centennial Memorial Professorship in Investments and Money Management</u>	Added to Professorship	100,000	CTSP FILE NO. 1070 DOCUMENT REMARKS

<u>Eligible Gifts</u>	<u>Matching Designation</u>	<u>Eligible Amount</u>	
<u>College of Communication</u>			
e. <u>Times Mirror Centennial Visiting Professorship in Journalism</u>	Establish the <u>Times Mirror Centennial Visiting Professorship in Advertising</u> (College of Communication)	^{CTSP} \$ 50,000 (3)	FILE NO. <u>1000</u> DOCUMENT <u> </u> REMARKS <u> </u>
<u>College of Education</u>			
f. <u>Margie Gurley Seay Centennial Professorship in Education</u>	Establish the <u>William H. Seay Centennial Professorship in Business</u> (College of Business Administration and the Graduate School of Business)	^{CTSP} 100,000 (3)	FILE NO. <u>1000</u> DOCUMENT <u> </u> REMARKS <u> </u>
<u>College of Engineering</u>			
g. <u>Phil M. Ferguson Professorship in Civil Engineering</u>	Added to Professorship	^{CTSP} 66,597 (2)	FILE NO. <u>1000</u> DOCUMENT <u> </u> REMARKS <u> </u>
h. <u>B. N. Gafford Professorship in Electrical Engineering</u>	Added to Professorship	^{CTSP} 81,606 (2)	FILE NO. <u>1000</u> DOCUMENT <u> </u> REMARKS <u> </u>
i. <u>Frank W. Jessen Professorship in Petroleum Engineering</u>	Added to Professorship	^{CTSP} 47,328 (2)	FILE NO. <u>1000</u> DOCUMENT <u> </u> REMARKS <u> </u>
j. <u>Harry L. Kent, Jr. Professorship in Mechanical Engineering</u>	Added to Professorship	^{CTSP} 71,395 (2)	FILE NO. <u>1000</u> DOCUMENT <u> </u> REMARKS <u> </u>
k. <u>Kenneth A. Kobe Professorship in Chemical Engineering</u>	Added to Professorship	^{CTSP} 44,379 (2)	FILE NO. <u>1000</u> DOCUMENT <u> </u> REMARKS <u> </u>
l. <u>Paul D. and Betty Robertson Meek and American Petrofina Foundation Centennial Professorship in Chemical Engineering</u>	Establish the <u>Paul D. and Betty Robertson Meek and American Petrofina Foundation Centennial Professorship in Business</u> (College of Business Administration)	^{CTSP} 100,000 (2)	FILE NO. <u>1000</u> DOCUMENT <u> </u> REMARKS <u> </u>

<u>Eligible Gifts</u>	<u>Matching Designation</u>	<u>Eligible Amount</u>
<u>School of Law</u>		
m. <u>Lloyd M. Bentsen, Jr. Centennial Professorship in Law</u>	Added to Professorship	0131 \$100,000 (2) FILE NO. 1077 DOCUMENT REMARKS
n. <u>James A. Elkins Centennial Chair in Law</u>	Establish the James A. Elkins Centennial Chair in Finance (College of Business Administration)	0131 500,000 (2) FILE NO. 1077 DOCUMENT REMARKS
<u>College of Liberal Arts</u>		
o. <u>The Raymond Dickson, Alton C. Allen and Dillon Anderson Centennial Professorship</u>	Establish the following: <u>Raymond Dickson Centennial Professorship (College of Liberal Arts)</u>	0131 100,000 (2) FILE NO. 1077 DOCUMENT REMARKS
	<u>Raymond Dickson Centennial Professorship (College of Liberal Arts)</u>	100,000 (2) FILE NO. 1077 DOCUMENT REMARKS
	<u>Raymond Dickson Centennial Endowed Teaching Fellowship (College of Liberal Arts)</u>	50,000 FILE NO. 1077 DOCUMENT REMARKS
<u>College of Liberal Arts and the LBJ School of Public Affairs</u>		
p. <u>Bernard Rapoport Centennial Chair in Economics and Public Affairs</u>	Addition to the <u>Frank C. Erwin, Jr. Centennial Chair in State Government (College of Liberal Arts)</u>	0131 100,000 (2) FILE NO. 1077 DOCUMENT REMARKS
	Establish the following: <u>Edward Everett Hale Centennial Professorship in Economics (College of Liberal Arts)</u>	100,000 FILE NO. 1077 DOCUMENT REMARKS
	<u>Rapoport Centennial Professorship of Liberal Arts</u>	100,000 FILE NO. 1077 DOCUMENT REMARKS
	<u>Rapoport Centennial Professorship of Liberal Arts</u>	100,000 FILE NO. 1077 DOCUMENT REMARKS
	<u>Rapoport Centennial Professorship of Liberal Arts</u>	100,000 FILE NO. 1077 DOCUMENT REMARKS
	See Page 31 for the initial appointment to one of the Rapoport Centennial Professorships.	

<u>Eligible Gifts</u>	<u>Matching Designation</u>	<u>Eligible Amount</u>	
<u>College of Natural Sciences</u>			
q. <u>Getty Oil Company Centennial Chair in Geological Sciences</u>	Establish the <u>Getty Oil Company Centennial Chair in Petroleum Engineering (College of Engineering)</u>	\$500,000	CTSP (3) FILE NO. 1000 DOCUMENT REMARKS
r. <u>Katherine Ross Richards Centennial Lectureship in Nutrition</u>	Establish the <u>Katherine Ross Richards Centennial Lectureship in English (College of Liberal Arts)</u>	20,600	CTSP (3) FILE NO. 1000 DOCUMENT REMARKS
<u>School of Nursing</u>			
s. <u>James R. Dougherty, Jr. Centennial Professorship in Nursing Service Administration</u>	Establish the <u>James R. Dougherty, Jr. Centennial Professorship in Classics (College of Liberal Arts)</u>	100,000	CTSP (3) FILE NO. 1000 DOCUMENT REMARKS
t. <u>Luci Baines Johnson Centennial Lectureship</u>	Added to Lectureship	20,000	CTSP (2) FILE NO. 1000 DOCUMENT REMARKS
<u>College of Pharmacy</u>			
u. <u>James E. Bauerle Centennial Professorship in Drug Dynamics</u>	Establish the <u>William J. Sheffield Centennial Endowed Professorship in Pharmacy (College of Pharmacy)</u>	100,000	CTSP (3) FILE NO. 1000 DOCUMENT REMARKS
<u>School of Social Work</u>			
v. <u>Robert Lee Sutherland Chair in Mental Health and Social Policy</u>	Establish the <u>Harry Moore Centennial Endowed Lectureship (School of Social Work)</u>	20,000	CTSP (3) FILE NO. 1000 DOCUMENT REMARKS
16. <u>U. T. Austin: Establishment of the Henry M. Burlage Centennial Endowed Professorship in Pharmacy and Establishment of the Pharmaceutical Foundation Centennial Endowed Fellowship in the College of Pharmacy with Matching Funds from The Centennial Teachers and Scholars Program. --</u>	The Board established the <u>Henry M. Burlage Centennial Endowed Professorship in Pharmacy in the College of Pharmacy at The University of Texas at Austin. Funding in the amount of \$100,179 will be transferred from current restricted accounts in the College of Pharmacy.</u>		(3) FILE NO. 1000 DOCUMENT REMARKS

The matching allocation from The Centennial Teachers and Scholars Program will be used to establish the Pharmaceutical Foundation Centennial Endowed Fellowship in the College of Pharmacy.

Cockrell Chairs

17. U. T. Austin: Establishment of the Dula D. Cockrell Centennial Chair in Engineering in the College of Engineering and the Alfred W. Roark Centennial Professorship in Natural Sciences in the College of Natural Sciences with Matching Funds from The Centennial Teachers and Scholars Program and Redesignation of The Dula and Ernest Cockrell, Sr. Chair in Engineering the Ernest Cockrell Sr. Chair in Engineering in the College of Engineering. -- Upon recommendation of the Land and Investment Committee, the Board established the following endowed academic positions at The University of Texas at Austin with the matching allocation from The Centennial Teachers and Scholars Program. The matching allocation is due from the \$525,000 distribution received from the Cockrell Foundation in January 1982:

(4)
FILE NO. 1587
DOCUMENT
REMARKS

- | | | |
|----|---|-----------|
| a. | Dula D. Cockrell Centennial
Chair in Engineering (College
of Engineering) | \$400,000 |
| b. | Alfred W. Roark Centennial
Professorship in Natural
Sciences (College of Natural
Sciences) | 125,000 |

Approval was also given to redesignate The Dula and Ernest Cockrell, Sr. Chair in Engineering the Ernest Cockrell, Sr. Chair in Engineering in the College of Engineering.

18. U. T. Austin: Report of Receipt of Additional Funding for the O'Neil Ford Centennial Chair in Architecture and Establishment of (a) The Margaret McDermott Centennial Teaching Fellowship in Architecture, (b) The Sid W. Richardson Centennial Professorship in Architecture, (c) The W. L. Moody, Jr. Centennial Professorship in Architecture, (d) The Cass Gilbert Centennial Teaching Fellowship in Architecture, and (e) The Paul Phillippe Cret Centennial Teaching Fellowship in Architecture in the School of Architecture with Matching Funds from The Centennial Teachers and Scholars Program. -- It was reported that docketed gifts in the amount of \$2,479.90 from various donors had been received for addition to the O'Neil Ford Centennial Chair in Architecture in the School of Architecture at The University of Texas at Austin. With these additional gifts, approximately \$430,000 were eligible for matching funds from The Centennial Teachers and Scholars Program.

(2)
FILE NO. 1587
DOCUMENT
REMARKS

Therefore, the Board established the following endowed academic positions in the School of Architecture with the matching funds:

- | | | |
|----|--|-----------|
| a. | The Margaret McDermott Centennial
Teaching Fellowship in Architecture | \$ 50,000 |
|----|--|-----------|

- b. The Sid W. Richardson Centennial Professorship in Architecture \$100,000
- c. The W. L. Moody, Jr. Centennial Professorship in Architecture 180,000
- d. The Cass Gilbert Centennial Teaching Fellowship in Architecture 50,000
- e. The Paul Phillippe Cret Centennial Teaching Fellowship in Architecture 50,000
19. U. T. Austin: Redesignation of the Ambassador Edward Clark Centennial Endowed Teaching Fellowship in Business the Ambassador Edward Clark Centennial Endowed Fellowship in Business in the College of Business Administration and the Graduate School of Business and Designation of Use for the Matching Funds from The Centennial Teachers and Scholars Program. --Upon recommendation of the Land and Investment Committee, the Ambassador Edward Clark Centennial Endowed Teaching Fellowship in Business at The University of Texas at Austin was redesignated the Ambassador Edward Clark Centennial Endowed Fellowship in Business in the College of Business Administration and the Graduate School of Business.

(2)
FILE NO. 127
DOCUMENT
REMARKS

In accordance with the donor's wishes, the \$50,000 matching allocation from The Centennial Teachers and Scholars Program will be added to the Fellowship for a total endowment of \$100,000.

20. U. T. Austin: Authorization to Amend the Title of the Hayden Head Professorship to the Hayden Head Centennial Professorship in the College of Engineering and Establishment of the Celanese Centennial Professorship in the College of Liberal Arts with Matching Funds from The Centennial Teachers and Scholars Program. --Authorization was given to amend the title of the Hayden Head Professorship to the Hayden Head Centennial Professorship in the College of Engineering at The University of Texas at Austin since it was established during The Centennial Teachers and Scholars Program period.

(3)
FILE NO. 127
DOCUMENT
REMARKS

Further, the Board established the Celanese Centennial Professorship in the Department of English, College of Liberal Arts, with the \$100,000 matching funds from The Centennial Teachers and Scholars Program.

21. U. T. Austin: Redesignation of the Hoechst-Roussel Professorship of Pharmacy The Hoechst-Roussel Centennial Endowed Professorship in Pharmacy in the College of Pharmacy and Eligibility for Matching Funds from The Centennial Teachers and Scholars Program. --Approval was given to redesignate the Hoechst-Roussel Professorship of Pharmacy The Hoechst-Roussel Centennial Endowed Professorship in Pharmacy in the College of Pharmacy at The University of Texas at Austin.

(2)
FILE NO. 127
DOCUMENT
REMARKS

In accordance with the wishes of Hoechst-Roussel Pharmaceuticals, Inc., Somerville, New Jersey, the docketed gifts received from that company since September 1, 1981, in the amount of \$50,000 will be matched from The Centennial Teachers and Scholars Program and added to the Professorship for a total endowment of \$200,000.

22. U. T. Austin: Redesignation of (a) the Ed and Molly Smith Centennial Teaching Fellowship in Business Law the Ed and Molly Smith Centennial Fellowship in Business Law in the College of Business Administration and the Graduate School of Business and (b) the Ed and Molly Smith Centennial Teaching Fellowship in Nursing the Ed and Molly Smith Centennial Fellowship in Nursing in the School of Nursing. --
 Upon recommendation of the Land and Investment Committee, the Board redesignated (a) the Ed and Molly Smith Centennial Teaching Fellowship in Business Law the Ed and Molly Smith Centennial Fellowship in Business Law in the College of Business Administration and the Graduate School of Business at The University of Texas at Austin and (b) the Ed and Molly Smith Centennial Teaching Fellowship in Nursing the Ed and Molly Smith Centennial Fellowship in Nursing in the School of Nursing at U. T. Austin.

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 DOCUMENT
 REMARKS

23. U. T. Austin: Acceptance of Gift from Dr. Bill Davis, Austin, Texas, and Establishment of the Carolyn Kay "Katie" Davis Centennial Memorial Scholarship Fund in the College of Fine Arts. --The Board accepted a \$25,000 gift from Dr. Bill Davis, Austin, Texas, and established the Carolyn Kay "Katie" Davis Centennial Memorial Scholarship Fund in the Department of Art, College of Fine Arts, at The University of Texas at Austin. Additional contributions from various donors in the amount of \$1,848.10 bring the total endowment to \$26,848.10.

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 REMARKS

Income from the endowment will provide scholarships and fellowships in the Department of Art. Recipients will be chosen on the basis of financial need and artistic ability in studio arts.

24. U. T. Austin: Acceptance of Bequest from the Estate of Kenneth G. Howard and Establishment of the Kenneth G. Howard Centennial Endowed Scholarship in Civil Engineering. --Approval was given to accept a \$10,000 bequest from the Estate of Kenneth G. Howard, deceased, and to establish the Kenneth G. Howard Centennial Endowed Scholarship in Civil Engineering in the Department of Civil Engineering, College of Engineering, at The University of Texas at Austin.

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 DOCUMENT
 REMARKS

25. U. T. Austin: Acceptance of Gift and Pledge from Mr. and Mrs. Frank W. Moran, Jr., Lagos, Nigeria, and Matching Corporate Funds from Gulf Oil Foundation, Houston, Texas, and Establishment of the Robin Bruce Moran Memorial Centennial Endowed Presidential Scholarship for Undergraduate Students in Chemical Engineering in the College of Engineering. --The Board accepted a \$5,000 gift and a \$5,000 pledge from Mr. and Mrs. Frank W. Moran, Jr., Lagos,

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 REMARKS

Nigeria, and \$20,000 corporate matching funds from the Gulf Oil Foundation, Houston, Texas, and established the Robin Bruce Moran Memorial Centennial Endowed Presidential Scholarship for Undergraduate Students in Chemical Engineering in the Department of Chemical Engineering, College of Engineering, at The University of Texas at Austin. The pledge will be paid in January 1983.

26. U. T. Austin: Acceptance of Bequest from the Estate of Mrs. Robert' Neblett Molloy and Establishment of the Robert Scott Neblett Scholarship in the School of Law. --
 Upon recommendation of the Land and Investment Committee, the Board accepted a bequest from the Estate of Mrs. Robert' Neblett Molloy, deceased, and established the Robert Scott Neblett Scholarship in the School of Law at The University of Texas at Austin. The assets received from the bequest consist of \$9,187.19 cash and 2,168 shares of Mobil Corporation common stock valued at \$49,322.
- FILE NO. 1600
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 REMARKS ---
27. U. T. Austin: Redesignation of the Frederick W. Simonds Memorial Scholarship in Geology the F. W. Simonds Endowed Presidential Scholarship in the College of Natural Sciences. --Approval was given to redesignate the Frederick W. Simonds Memorial Scholarship in Geology the F. W. Simonds Endowed Presidential Scholarship in the Department of Geological Sciences, College of Natural Sciences, at The University of Texas at Austin. The current balance of the endowment account is \$25,500.
- FILE NO. 1600
 DOCUMENT ---
 REMARKS ---
28. U. T. Austin: Authorization to (a) Dissolve the Pharmaceutical Research Fund, the Senior Class Endowment Fund and the Pharmaceutical Foundation Building Fund and (b) Establish the Alumni Centennial Endowed Fellowship in Pharmacy in the College of Pharmacy. --The Board authorized that the Pharmaceutical Research Fund, the Senior Class Endowment Fund and the Pharmaceutical Foundation Building Fund be dissolved and that the Alumni Centennial Endowed Fellowship in Pharmacy in the College of Pharmacy be established at The University of Texas at Austin. Funding in the amount of \$50,225.84 will be provided by combining the balances of the three endowment funds being dissolved. Income from the new endowment will be used for the support of the endowed fellowship.
- FILE NO. 1600
 DOCUMENT ---
 REMARKS ---
29. U. T. Austin: Report of Receipt of Final Distribution from the Estate of Minelma Brown Lockwood, Deceased. --A report was received that the final distribution of \$37,502.55 from the Estate of Minelma Brown Lockwood, deceased, had been made to The University of Texas at Austin. Total distributions of \$590,554.96 in cash, securities and one-half interest in a real estate note had been received during administration of the Estate and had been added to the endowment of the Morton Brown, Nellie Lea Brown and Minelma Brown Lockwood Scholarship Fund in Drama in the College of Fine Arts. The balance of the endowment fund is at present \$1,127,611.59.
- FILE NO. 1600
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 REMARKS ---

30. U. T. Austin and U. T. Cancer Center: Report of Receipt of Final Distributions from the Estate of Bessie McGoldrick, Deceased, and Establishment of (a) the Elizabeth McGoldrick Surginer Endowed Scholarship in the College of Fine Arts at U. T. Austin and (b) a Current Restricted Account at U. T. Cancer Center. -- It was reported that final distributions in the amount of \$40,347.97 each had been received by The University of Texas at Austin and The University of Texas System Cancer Center from the Estate of Bessie McGoldrick, deceased. Total distributions of \$72,771.18 cash and small undivided mineral interests were received for each institution during administration of the Estate.

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DOCUMENT
REMARKS

The Board established the Elizabeth McGoldrick Surginer Endowed Scholarship in the College of Fine Arts at U. T. Austin and a current restricted account at U. T. Cancer Center in support of new cancer research and for medical care of indigent cancer patients as dictated by terms of the deceased's Will.

31. U. T. El Paso: Acceptance of Gift of Land (Lots 1, 2, 3, 4, 5, 32, 45, 46 and 47, Unit 5, Block 10, Horizon City Estates, El Paso County, Texas) from Mr. Reginald N. Addington, Rockville, Maryland. -- Approval was given to accept the gift of Lots 1, 2, 3, 4, 5, 32, 45, 46 and 47, Unit 5, Block 10, Horizon City Estates, El Paso County, Texas, from Mr. Reginald N. Addington, Rockville, Maryland, for the general unrestricted use of The University of Texas at El Paso.

Reginald N. Addington G+G

FILE NO. 1900
DOCUMENT
REMARKS

The present value is approximately \$3,150, or \$350 per lot.

32. U. T. San Antonio: Acceptance of Gift from the United Services Automobile Association (USAA), San Antonio, Texas, and Establishment of the College of Business Advisory Council Endowed Scholarship Fund. -- The Board accepted a gift of \$10,000 from the United Services Automobile Association (USAA), San Antonio, Texas, and \$400 from various donors for a total of \$10,400 and established the College of Business Advisory Council Endowed Scholarship Fund at The University of Texas at San Antonio.

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REMARKS

Income will be used to award a scholarship to a business administration student utilizing the following criteria:

- a. full-time student at The University of Texas at San Antonio
- b. enrolled as an undergraduate major in one of the concentrations in the College of Business
- c. the student's prior scholastic achievement and the potential for the future as well as other activities. Recipient must maintain a minimum of a 3.0 grade point average but may be continued for one semester if grade point average does not go below 2.75 and is brought up to a 3.0 the next semester

33. U. T. Tyler: Acceptance of Gift from Mr. George W. Pirtle, Tyler, Texas, and Establishment of the George W. Pirtle Endowed Scholarship for Distinguished Students. -- 646
FILE NO. 1577
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REMARKS
Upon recommendation of the Land and Investment Committee, approval was given to accept a gift of \$10,000 from Mr. George W. Pirtle, Tyler, Texas, and to establish the George W. Pirtle Endowed Scholarship for Distinguished Students at The University of Texas at Tyler. The donor requested that special consideration be given to recruiting National Merit Scholars, Eagle Scouts, salutatorians, valedictorians and community/junior college honor students. The scholarship will be limited to four semesters per person.

34. U. T. Health Science Center - Dallas: Establishment of the Charles C. Sprague, M.D. Professorship. -- At the request of the Southwestern Medical Foundation (an external foundation), the Board established the Charles C. Sprague, M.D. Professorship at The University of Texas Health Science Center at Dallas in accordance with the Regents' Rules and Regulations. The funds for the Professorship will be held and administered by the Southwestern Medical Foundation per the agreement with the Foundation. FILE NO. 1577
DOCUMENT
REMARKS

It was noted that the discipline will be defined at a later date.

35. U. T. Health Science Center - Houston: Establishment of The Sam and Elizabeth Nixon Visiting Lectureship in Family Practice. -- Approval was given to establish The Sam and Elizabeth Nixon Visiting Lectureship in Family Practice at The University of Texas Health Science Center at Houston. Funding of \$20,000 will be transferred from the U. T. Health Science Center - Houston account where contributions for this purpose have accumulated. FILE NO. 1627
DOCUMENT
REMARKS

Income is to be used for supporting the visit of nationally distinguished family physicians and others to lecture on the art and practice of family medicine.

36. U. T. Health Science Center - San Antonio: Establishment of the H. Frank Connally, Jr. Professorship in Obstetrics and Gynecology. -- The Board established the H. Frank Connally, Jr. Professorship in Obstetrics and Gynecology at The University of Texas Health Science Center at San Antonio in honor of Dr. Connally, a former member of the U. T. Board of Regents. The endowment will be funded by a transfer of \$34,000 and a \$66,000 pledge from the Department of Obstetrics and Gynecology's Medical Service Research and Development Plan Funds. The pledge will be paid in two annual installments. FILE NO. 1670
DOCUMENT
REMARKS

Following the Regental action to establish this Professorship, Committee Chairman Hay requested that President Harrison introduce Dr. Frank Connally. Dr. Harrison cited Dr. Connally's distinguished record of service to the medical profession, The University of Texas System, and the State of Texas.

37. U. T. Health Science Center - San Antonio (U. T. Medical School - San Antonio): Final Report on the Estate of Mrs. Olga V. Bowen Striegler, Deceased. -- The final distribution of \$707.21 from the Estate of Mrs. Olga V. Bowen Striegler, deceased, was reported. Total distribution from this Estate has been \$367,320.77 and has been placed in the Bowen-Vogt Fund for the benefit of the U. T. Medical School - San Antonio of The University of Texas Health Science Center at San Antonio. FILE NO. 1020
DOCUMENT
REMARKS
38. U. T. Cancer Center: Acceptance of Pledge from United Energy Resources, Inc., Houston, Texas, and Establishment of the United Energy Resources, Inc. Professorship. -- The Board accepted a pledge of \$100,000 from United Energy Resources, Inc., Houston, Texas, and established the United Energy Resources, Inc. Professorship at The University of Texas System Cancer Center. Of this pledge, \$40,000 had already been received and the remaining \$60,000 will be paid at the rate of \$20,000 per year during 1983, 1984 and 1985. The Professorship will not be activated until it is fully funded. FILE NO. 1027
DOCUMENT
REMARKS
39. U. T. Cancer Center: Report of Receipt of Final Distributions from the Estates of Earl and Bertha Carpenter and Establishment of a Current Restricted Account. -- It was reported that the final cash distributions of \$68,109.61 had been received from the Estates of Earl and Bertha Carpenter for a total of \$104,484.61 which includes The University of Texas System Cancer Center's pro-rata share of notes receivable. FILE NO. 1030
DOCUMENT
REMARKS

The Board established a current restricted account so that the bequest can be expended for cancer research since the deceaseds' Wills did not specify a purpose.

B. REAL ESTATE MATTERS

1. U. T. Austin (U. T. Marine Science Institute) - E. J. Lund Founder's Fund: Authorization for Sale of Land (Block 6, Original City of Austin) in Austin, Travis County, Texas, to Carpenter & Associates, Inc., Trustee, Austin, Texas, and Acceptance of Gift from Carpenter & Associates, Inc. -- Approval was given to sell approximately 11,200 square feet of land in Block 6, Original City of Austin, Travis County, Texas, to Carpenter & Associates, Inc., Trustee, Austin, Texas (E. J. Lund Founder's Fund for the U. T. Marine Science Institute of The University of Texas at Austin), for \$42.50 per square foot cash and to accept a cash gift from Carpenter & Associates, Inc., in the amount of \$12.50 per square foot of land area. FILE NO. 1030
DOCUMENT
REMARKS

Regent Richards abstained from voting on this item.

2. U. T. El Paso - Josephine Clardy Fox Estate: Renewal of Lease with Allright Parking El Paso, Inc., El Paso, Texas. at 222 South Oregon Street, El Paso, El Paso County, Texas. FILE NO. 127
DOCUMENT
REMARKS

Approval was given to renew the parking lot lease with Allright Parking El Paso, Inc., El Paso, Texas, covering property located at 222 South Oregon Street, El Paso, El Paso County, Texas (Josephine Clardy Fox Estate for the benefit of The University of Texas at El Paso) for a two year period beginning August 1, 1982, at a rental of \$575 per month.

3. U. T. San Antonio: Authorization to Sell Land in City of Terrell Hills, Bexar County, Texas, to Mr. Stephen Stansell, San Antonio, Texas, and Establishment of an Endowment Fund for Maintenance and Support of the Lucher Center. FILE NO. 200
DOCUMENT
REMARKS

--The Board authorized the sale of approximately 4.126 acres of land in the City of Terrell Hills, Bexar County, Texas, to Mr. Stephen Stansell, San Antonio, Texas, for a net cash price of \$825,000 contingent upon the receipt by the purchaser of an engineering report stating that the property is suitable for development into single family lots without burdensome foundation requirements.

Further, the Board approved the establishment of an endowment fund with the proceeds from the sale of the property to be used for the maintenance and support of The University of Texas at San Antonio Lucher Center. Should the plans for the restoration and rehabilitation of the Center not materialize, then the income from the fund will be used for academic excellence at U. T. San Antonio.

4. U. T. Health Science Center - San Antonio - Bowen-Vogt Fund: Approval of Oil and Gas Lease of Undivided Mineral Interest in Eastland County, Texas, to Sun Exploration and Production Company, Eastland, Texas. FILE NO. 1000
DOCUMENT
REMARKS

--Approval was given for an oil and gas lease covering 0.042 net mineral acres out of a tract of 127 acres in the Mary Fury Survey, Abstract 126, Eastland County, Texas (Bowen-Vogt Fund, The University of Texas Health Science Center at San Antonio), to Sun Exploration and Production Company, Eastland, Texas. The lease provides for a 1/4 royalty and a paid-up term of five years. No bonus is to be paid.

C. OTHER MATTERS

U. T. Austin: Progress Report on The Centennial Teachers and Scholars Program. FILE NO. 1000
DOCUMENT
REMARKS

--In accordance with a previous Regental request, President Flawn distributed a progress report with regard to The Centennial Teachers and Scholars Program at The University of Texas at Austin. This report is on file in the Office of the Board of Regents.

ITEM FOR THE RECORD

U. T. Galveston Medical Branch - Advisory Council for the School of Nursing: Acceptance of Membership. -- On June 11, 1982, nominees were approved for the initial membership on the Advisory Council for the School of Nursing at The University of Texas Medical Branch at Galveston. The acceptance of membership by those listed below is herewith reported for the record:

FILE NO. 17
DOCUMENT ---
REMARKS ---

	<u>Term Expires</u>
Mrs. Jan Coggeshall, Galveston	1983
Mrs. Judy Godinez, McAllen	1985
Ms. Marie Hall, Big Spring	1983
Mrs. Beth Jewitt, Friendswood	1984
Ms. Gail Rider, Galveston	1984
Mr. Walter Sterling, Houston	1985
Mr. Clyde Verheyden, Houston	1985
Unfilled Term	1983
Unfilled Term	1983
Unfilled Term	1984

EXECUTIVE SESSION OF THE BOARD OF REGENTS

Chairman Powell reported that the Board had met in Executive Session in Room 1.202 of the San Antonio Nursing School Building on Thursday afternoon (August 12) following the meetings of the Standing Committees and continued its meeting on Friday morning (August 13) to discuss matters in accordance with Article 6252-17, Sections 2(e), (f) and (g) of Vernon's Texas Civil Statutes: Litigation, Land Acquisition and Personnel Matters. See Page 2. The following actions were taken:

1. U. T. System: Potential Litigation Related to the Permanent University Fund. -- The Board took no action on the report from the General Counsel and the First Assistant Attorney General with regard to certain potential litigation related to the Permanent University Fund.

FILE NO. 1023
DOCUMENT ---
REMARKS ---
2. U. T. Board of Regents: Assignment of Duties of Officers and Employees of the Office of Facilities Planning and Construction. -- Chairman Powell reported that the Board took no action with regard to the assignment of duties of officers and employees of the Office of Facilities Planning and Construction and that recommendations regarding this matter will be brought back to the Board for consideration as amendments to the Regents' Rules and Regulations and as revisions to the 1982-83 Operating Budgets.

FILE NO. 41
DOCUMENT B
REMARKS ---

3. U. T. Board of Regents - Regents' Rules and Regulations, Part One: Amendments to Chapter II Effective September 1, 1982; Authorization for Executive Secretary to Make Editorial Changes Therein and Discharge of System Management Review Committee. -- Regent Richards moved that the amendments to the Regents' Rules and Regulations, Part One, Chapter II relating to the assignment of duties of officers and employees of The University of Texas System be approved as presented to be effective September 1, 1982, with the amendment that Sections 4.3 and 4.4 be deleted and a new Section 4.3 be inserted to read as set forth below and that the Executive Secretary to the Board of Regents be authorized, after review by the Office of the Chancellor and the General Counsel, to make such editorial changes in the remainder of the Regents' Rules and Regulations as may be necessary to conform them to these amendments:

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FILE NO. _____
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REMARKS _____

4.3 Honorary Titles.

The titles Chancellor Emeritus, President Emeritus and similar honorary designations shall be conferred only by appropriate action of the Board on individuals who are fully retired. No person is authorized to use any such title unless it has been bestowed by the Board.

Regent Hay seconded the motion which prevailed by unanimous vote.

Chapter II of Part One of the Regents' Rules and Regulations is set out in its entirety on Pages 125-145 .

Further, Regent Richards moved that the System Management Review Committee, composed of Mr. C. Lee Walton, Mr. C. W. W. "Tex" Cook, Mr. Kraft Eidman and Mr. Robert West, be discharged with an expression of sincere gratitude and appreciation for its dedication and professionalism in developing a revised organizational structure within The University of Texas System and that an appropriate resolution be presented to each of these gentlemen. Vice-Chairman Fly and Regent Briscoe seconded the motion which carried by unanimous vote.

CHAPTER II
ADMINISTRATION

Sec. 1. General Provisions.

1.1 Administration.

The "System Administration" is the administration of The University of Texas System.

1.2 The University of Texas System.

The University of Texas System (herein sometimes called the "System") is composed of the System Administration and those institutions assigned by the Constitution or by the Legislature to be governed by the Board of Regents of The University of Texas System.

1.3 Location.

The System Administration shall be based at Austin, to benefit from the proximity of state agencies and to take advantage of economies made possible by sharing use of personnel and facilities with The University of Texas at Austin. System Administration officers shall travel to the other component institutions as their administrative responsibilities require.

Sec. 2. Office of the Chancellor--Delegation of Authority/Line Responsibility.

2.1 Board's Exercise of Authority.

The Office of the Chancellor is the office through which the Board of Regents exercises its powers and authorities in the governance of The University of Texas System.

2.2 Composition.

The Office of the Chancellor consists of the Chancellor, the Executive Vice Chancellor for Academic Affairs, the Executive Vice Chancellor for Health Affairs and such direct supporting staffs for these officers as may be required and provided for in the annual operating budget and amendments thereto. The Chancellor shall coordinate consultation among the principal officers of the Office of the Chancellor.

2.3 Chancellor/Chief Executive Officer.

The Chancellor is the chief executive officer of the System and directly reports to and is responsible to the Board. He has direct line responsibility for the governmental relations, investments and trusts, lands management, and audit functions of the System. He also provides day-to-day supervision for the holders of the following positions who directly report to the Office of the Chancellor: the Executive Director for Finance and Administration; the General Counsel; the Director of Development; and the Director of the Office of Facilities Planning and Construction.

2.4 Executive Vice Chancellor for Academic Affairs/Chief Operating Officer.

The Executive Vice Chancellor for Academic Affairs is the chief operating officer of the System for Academic Affairs and, in consultation with the Chancellor, directly reports to and is responsible to the Board for the conduct of the academic affairs of the System. The chief administrative officers of the general academic institutions in the System and the chief administrative officer of the U.T. Institute of Texan Cultures at San Antonio, acting in a line capacity for the operation of their institutions, report to and are responsible to the Executive Vice Chancellor for Academic Affairs.

2.5 Executive Vice Chancellor for Health Affairs/Chief Operating Officer.

The Executive Vice Chancellor for Health Affairs is the chief operating officer of the System for health-related education and health services in the System and, in consultation with the Chancellor, directly reports to and is responsible to the Board for the conduct of health-related education and the delivery of health services in the System. The chief administrative officer of each health-related institution in the System, acting in a line capacity for the operation of such officer's institution, reports to and is responsible to the Executive Vice Chancellor for Health Affairs.

Sec. 3. Administrative Officers of the System.

3.1 Executive Director for Finance and Administration.

The Executive Director for Finance and Administration is an administrative officer of the System. He reports to the Office of the Chancellor under the day-to-day supervision of the Chancellor. He is responsible for the supervision of those areas of responsibility and those offices assigned to him in Section 7.1 of this Chapter. He provides staff assistance to the Chancellor and the Executive Vice Chancellors in the exercise of their responsibilities.

3.2 General Counsel.

The General Counsel is an administrative officer of the System. He reports to the Office of the Chancellor under the day-to-day supervision of the Chancellor. He is responsible for the provision of legal services to the System as set out in Section 7.2 of this Chapter. He provides staff assistance to the Chancellor and the Executive Vice Chancellors in the exercise of their responsibilities.

3.3 Executive Director for Governmental Relations.

The Executive Director for Governmental Relations is an administrative officer of the System. Working under established procedures that insure effective coordination with the Executive Vice Chancellors, he reports to the Chancellor. He is responsible for coordinating the effective representation of the System in the area of governmental affairs as set out in Section 8.1 of this Chapter. He provides staff assistance to the Chancellor and the Executive Vice Chancellors in the exercise of their responsibilities.

3.4 Executive Director (Office of the Chancellor).
The Executive Director (Office of the Chancellor) is an administrative officer of the System. He is the chief staff assistant in the Office of the Chancellor and as assigned or requested assists the Chancellor and the Executive Vice Chancellors in the administration of the Office of the Chancellor. Specific duties of the holder of this position are set out in Section 7.3 of this Chapter.

3.5 Director of Development.
The Director of Development is an administrative officer of the System. He reports to the Office of the Chancellor under the day-to-day supervision of the Chancellor. He is responsible for coordinating development activities in the System and for coordinating the activities of the Office of Public Information as set out in Section 7.4 of this Chapter. He provides staff assistance to the Chancellor and the Executive Vice Chancellors in the exercise of their responsibilities.

Sec. 4. Appointment and Tenure of Officers.

4.1 Chief Executive and Chief Operating Officers.
The Chancellor, the Executive Vice Chancellor for Academic Affairs, and the Executive Vice Chancellor for Health Affairs, shall be elected by the affirmative vote of a majority of the Regents in office and shall hold office without fixed term, subject to the pleasure of the Board.

4.2 Administrative Officers of the System.
The administrative officers of the System shall be appointed by the Board after nomination by the Office of the Chancellor. Officers so appointed shall not have tenure by virtue of their respective offices. They shall hold office without fixed term, subject to the pleasure of the Office of the Chancellor. Their actions concerning such officers are in turn subject to review and approval by the Board.

4.3 Honorary Titles.
The titles Chancellor Emeritus, President Emeritus and similar honorary designations shall be conferred only by appropriate action of the Board on individuals who are fully retired. No person is authorized to use any such title unless it has been bestowed by the Board.

Sec. 5. General Purview and Duties of the Office of the Chancellor.
The Office of the Chancellor, by delegation from the Board, is authorized to exercise the powers and authorities of the Board in the governance of the System. The Office of the Chancellor will normally act through the chief administrative officer regarding the affairs of a component institution. The Office of the Chancellor, however, shall not be precluded from any direct participation and communication with institutional staff, faculty members, and groups. The major duties of the Office of the Chancellor include:

5.1 Advising and counseling with the Board with respect to the policies, purposes, and goals of the System; acting as executive agent of the Board in implementing its policies; representing the System in all other

respects as deemed appropriate to carry out such policies, purposes and goals, and interpreting and articulating the system's academic, administrative and developmental policies, programs, needs and concerns to the general public and to other constituencies at the community, state, regional and national levels.

- 5.2 Directing the management and administration of System Administration and all component institutions of the System.
- 5.3 Presenting to the appropriate standing committees of the Board and to the Board nominations for all officers of the System, and for all officers of component institutions as provided in these Rules and Regulations.
- 5.4 Periodically reviewing the organization of the System Administration and the component institutions of the System and reporting to the appropriate standing committees of the Board and to the Board recommendations for changes in organization, assignments and procedures.
- 5.5 Preparing and approving appropriate recommendations to the Board and its standing committees either in the name of "The Office of the Chancellor" or as "The Office of the Chancellor concurs" with the recommendation of the appropriate chief administrative officer of a component institution.
- 5.6 Preparing and approving annual operating budgets for the System Administration and the component institutions of the System and submitting such recommendations to the Board.
- 5.7 Preparing and approving biennial legislative submissions to the Legislative Budget Board and to the Governor for the System Administration and the component institutions of the System for the consideration of the Board in accordance with Section 6 of Chapter II of Part Two of these Rules and Regulations.
- 5.8 Developing and implementing programs for the most efficient management of personnel resources, and for long-range planning for academic programs, physical facilities and financial resources.

Sec. 6. Primary Duties of the Chief Executive and Chief Operating Officers in the Office of the Chancellor.

- 6.1 The Chancellor.--The Chancellor has direct line responsibility for governmental relations, lands management (including management of trust lands, endowment lands, and management of the Permanent University Fund Lands); investments and trusts (including investment and management of trusts, trust assets, and endowments) and management of the investments of the Permanent University Fund; and audit procedures and policies. Having established procedures that insure effective coordination among the Executive Vice Chancellors, the Executive Director for Governmental Relations, and himself, he is responsible for the articulation of The University of Texas System position on governmental policy issues that affect the System. He has as a prime responsibility the

management of the lands, trusts, endowments, and other such funds of the System in such a manner as to maximize the monies available for the achievement of excellence in all activities of the System. The Chancellor shall prepare recommendations and supporting information on all such operations for consideration by the appropriate standing committees of the Board of Regents. He is also responsible for the day-to-day supervision of the Executive Director for Finance and Administration, the General Counsel, the Director of Development, and the Director of the Office of Facilities Planning and Construction.

6.2 The Executive Vice Chancellor for Academic Affairs.--The Executive Vice Chancellor for Academic Affairs shall have as a prime responsibility the maintenance of high academic quality in the general academic components of the System. Through the chief administrative officers of the component institutions, he or she shall have direct line responsibility for the budgets, academic planning and programs, facilities programs, facilities planning and construction, and personnel (both academic and nonacademic) of those components. In consultation with the Chancellor, the Executive Vice Chancellor for Academic Affairs shall prepare recommendations and supporting information on such matters for consideration by the appropriate standing committees of the Board and the Board of Regents.

6.3 The Executive Vice Chancellor for Health Affairs.--The Executive Vice Chancellor for Health Affairs shall have as a prime responsibility the maintenance of high academic quality in the health-related teaching institutions and high quality health services in the health-care delivery institutions of the System. Through the chief administrative officers of the component institutions, he or she shall have direct line responsibility for the budgets, academic planning and programs, facilities planning and construction, and personnel (both academic and nonacademic) of those components. In consultation with the Chancellor, the Executive Vice Chancellor for Health Affairs shall prepare recommendations and supporting information on such matters for consideration by the appropriate standing committees of the Board and the Board of Regents.

Sec. 7. Duties of Certain Administrative Officers of the System.

- 7.1 Executive Director for Finance and Administration.
The Executive Director for Finance and Administration reports to the Office of the Chancellor under the day-to-day supervision of the Chancellor. His primary responsibilities include:
- 7.11 The provision of staff assistance to the Chancellor and the Executive Vice Chancellors in the execution of their responsibilities.
 - 7.12 Submitting recommendations to the Office of the Chancellor and to the appropriate Executive Vice Chancellor on business operations of the components of the System.
 - 7.13 Reviewing and making recommendations on uniform business systems and management.
 - 7.14 Submitting recommendations relating to programs for the most efficient management of personnel and resources.

- 7.15 Submitting recommendations for program development for training of personnel in nonacademic areas.
- 7.16 Reviewing and making recommendations on programs of long-range planning for physical facilities and financial resources.
- 7.17 Reviewing and making recommendations relating to police and security matters within the System.
- 7.18 Coordinating the business affairs of the System with other officers and members of the System Administration staff.
- 7.19 In consultation with the appropriate Executive Vice Chancellor, coordinating the activities of business administrative operations of the component institutions.
- 7.1(10) Managing the operations of the offices of Budget, Comptroller, System Personnel, Police, and Special Services.
- 7.1(11) Supervising and coordinating the acquisition of all real property at the component institutions.
- 7.1(12) Directing the management of the purchasing, accounting, equipment inventories, and vouchering operations for the offices of the System Administration and coordinating the building services for the System buildings.
- 7.1(13) Directing the management of the System-wide insurance programs (except the System Plan for Professional Medical Malpractice Self-Insurance), including approval of all policies and coverages, such programs to include:
 - Fire and Extended Coverage;
 - Liability;
 - Health;
 - Life;
 - Accidental Death and Dismemberment;
 - Income Replacement; and
 - Retirement.
- 7.1(14) Performing such other duties as may be assigned by the Office of the Chancellor.

7.2 General Counsel.

- The General Counsel reports to the Office of the Chancellor under the day-to-day supervision of the Chancellor. His primary responsibilities include:
- 7.21 The provision of staff assistance to the Chancellor and the Executive Vice Chancellors in the execution of their responsibilities.
 - 7.22 Providing all legal services required by the System and its personnel to insure the proper protection and advancement of the System's interests.
 - 7.23 Maintaining the supervision, and delivery of legal services at a high level of effectiveness.
 - 7.24 Directing and managing all legal personnel and legal affairs of the System, its units and its component institutions.
 - 7.25 Providing advice, counsel and legal interpretations to System officials and personnel concerning legal matters affecting System operations.

- 7.26 Directing the Office of General Counsel personnel with respect to work priorities and assignments, standards of performance, and career development, delegating to staff members responsibility for particular legal and administrative tasks; and coordinating and controlling budget and personnel levels.
- 7.27 Directing and managing (within applicable limits of authority) all litigation and administrative agency hearings; authorizing and approving the institution of legal proceedings; evaluating, directing and approving action and procedures relative to prosecution or defense of pending litigation and administrative proceedings; employing outside counsel; and authorizing and approving settlement or appeal of litigation.
- 7.28 Advising, counseling, and disseminating information to affected System units relative to the nature, evaluation, progress, and results of litigation, administrative proceedings, and other legal matters, and making recommendations to System officials and other personnel as to future operations and objectives.
- 7.29 Approving as to form all contracts and agreements and all amendments to the Regents' Rules and Regulations; and approving as to form all institutional Handbooks of Operating Procedures, whether finally approved or not, and all amendments to such Handbooks.
- 7.2(10) Drafting all legislation that has been approved by the Board or requested by any System officer for submission to the Board for approval and providing legal counsel on pending legislation.
- 7.2(11) Identifying and evaluating administrative and functional problems and directing or recommending, as appropriate, courses of action for solution.
- 7.2(12) Representing the System before legal, educational and governmental groups and associations.
- 7.2(13) Acting as administrator of the System Plan for Professional Medical Malpractice Self-Insurance and the System Patent and Trademark Offices.
- 7.2(14) Working in cooperation with the Attorney General of the State of Texas, State Agency legal counsel and outside counsel.
- 7.2(15) Assuming responsibility for any other legal, administrative or operational matters delegated by the Office of the Chancellor.
- 7.3 Duties of the Executive Director (Office of the Chancellor).
The Executive Director (Office of the Chancellor) is the chief staff assistant in the Office of the Chancellor and as assigned or requested assists the Chancellor and the Executive Vice Chancellors in administration of the Office of the Chancellor. The holder of this position serves simultaneously as Executive Assistant to the Chancellor. Specific duties include the following:
- 7.31 Facilitating routine communication and coordinating paper flow among the Chancellor and the Executive Vice Chancellors.

- 7.32 Providing day-to-day liaison for the Office of the Chancellor with the Office of the Board of Regents.
- 7.33 Coordinating the submission of agenda items from the Office of the Chancellor for consideration by the Board or by the Standing Committees of the Board.
- 7.34 Coordinating the internal administrative procedures of the Office of the Chancellor.
- 7.35 Providing staff support when requested by the Executive Vice Chancellors in their review of the management of component institutions.
- 7.36 Assisting the Chancellor as directed on specific projects in connection with the Chancellor's responsibilities.
- 7.37 Coordinating the preparation of the agenda for the meetings of the System Council at the direction of the Chancellor and the Executive Vice Chancellors.
- 7.38 Advising and consulting with the Chancellor, the Executive Vice Chancellors and Chief Administrative Officers or Chief Student Affairs Officers of U.T. component institutions on organization and management of student services and programs.
- 7.39 Performing such other duties and responsibilities as may be directed by the Chancellor and the Executive Vice Chancellors.

7.4 Director of Development.

The Director of Development reports to the Office of the Chancellor under the day-to-day supervision of the Chancellor. His primary responsibilities include:

- 7.41 The provision of staff assistance to the Chancellor and the Executive Vice Chancellors in the execution of their responsibilities.
- 7.42 Acting under the authority delegated by the Office of the Chancellor for private fund development for the System.
- 7.43 Coordinating policies and activities involving internal foundations and University-related external foundations.
- 7.44 Coordinating and cooperating with the chief administrative officers of the component institutions in development programs.
- 7.45 Coordinating efforts of component institution officials to create a favorable climate for philanthropic support among various constituencies, including alumni, foundations, business and industry, associations, parents of students, friends and benefactors.
- 7.46 Advising component institution administrative officials, deans, and directors on projects involving private gift support, suggesting possible granting agencies or benefactors, and assisting when needed in the preparation of grant proposals and their presentation.
- 7.47 Administering procedures for the preparation of gift records, gift processing, gift acknowledgments, and gift dockets for the Board.
- 7.48 Coordinating the activities and functions of the Office of Public Information.
- 7.49 Performing such other duties and responsibilities as may be assigned by the Office of the Chancellor.

Sec. 8. Certain Offices Reporting Directly to the Chancellor.

8.1 Duties of the Executive Director for Governmental Relations.

Working under established procedures that insure effective coordination with the Executive Vice Chancellors, the Executive Director for Governmental Relations reports to the Chancellor. His primary responsibilities include:

- 8.11 The provision of staff assistance to the Chancellor and the Executive Vice Chancellors in the execution of their responsibilities.
- 8.12 Representing the System in its relations with federal, state, and local legislative bodies and agencies.
- 8.13 Making recommendations to the Office of the Chancellor in the area of public policy as it affects the relationship of the System with the federal, state, and local governments.
- 8.14 Informing appropriate administrative officers of current operations and long-range developments on the federal and state level, which may affect the System.
- 8.15 Maintaining and distributing information to, and advising appropriate System Administration and component institution officials, in order to assure proper action by the System with respect to federal, state, and local governmental programs and activities.
- 8.16 Defining the job responsibilities, the assignment of duties, and supervising staff members employed in or assigned to work in the governmental affairs area.
- 8.17 Performing such other duties and responsibilities for the efficient operation of the System as shall be assigned by the Chancellor.

8.2 Lands Management.

- 8.21 The Chancellor provides direction and management for all transactions relative to Permanent University Fund Lands (hereinafter sometimes referred to as "University Lands"), trust lands, and other noncampus real estate interests owned or controlled by the Board of Regents. In the exercise of those responsibilities, the Chancellor:
 - 8.211 Works closely with the Board for Lease of University Lands in the discharge of its duties and responsibilities.
 - 8.212 Works closely with the chief administrative officer of a component institution of the System and his delegates with regard to the management of trust lands and other noncampus real estate interests held by the Board of Regents for and on behalf of a particular institution.
 - 8.213 Establishes procedures that insure effective coordination with the Executive Director for Investments and Trusts with regard to the management of trust lands other than University Lands.

8.214 Directs and manages the operation of the following budgeted activities which are part of the Office of Lands Management:

- Board for Lease - University Lands;
- University Lands - Geology and Survey;
- Oil Field Supervision and Geophysical Exploration;
- University Lands Accounting Office; and
- University Lands - Surface Leasing.

8.22 Manager of University Lands - Oil, Gas and Mineral Interests.

Subject to delegation by the Chancellor, the Manager of University Lands - Oil, Gas and Mineral Interests is responsible for providing field supervision of System operations, activities and transactions involving oil, gas and mineral development and production on the University Lands. Within limits of authority set by the Chancellor, the Manager's regular duties include:

8.221 Making recommendations to the Board for Lease of University Lands, and the Board of Regents, as appropriate, for periodic oil and gas lease sales of University Lands, and for unitization, pooling and other transactions involving oil and gas leasehold and royalty interests and other mineral interests in University Lands.

8.222 Organizing, directing, guiding, setting objectives and standards for, and assigning and evaluating the work of all personnel reporting to him.

8.223 Reviewing periodically the terms and conditions of forms and transactions involving oil and gas interests in University Lands, and making recommendations with respect thereto to the Chancellor and the Board for Lease of University Lands.

8.224 Reporting regularly to the Chancellor and the Board for Lease of University Lands all activities, developments and problems which could significantly affect System interests and University Lands, together with his recommendations with respect thereto.

8.225 Working closely with the Board for Lease of University Lands in the discharge of its duties and responsibilities.

8.226 Coordinating with the Manager of University Lands - Surface Interests in the discharge of their respective duties and responsibilities.

8.23 Manager of University Lands - Surface Interests.

Subject to delegation by the Chancellor, the Manager of University Lands - Surface Interests is responsible for providing field supervision of System operations, activities, and transactions pertaining to surface interest,

water rights and oil and gas field operations in or on University Lands. Within limits of authority set by the Chancellor, the Manager's regular duties include:

- 8.231 Making recommendations to the Board with respect to all transactions involving surface interest in University Lands, including research projects, right-of-way easements, agricultural, grazing and other surface use leases, and geophysical permits.
- 8.232 Organizing, directing, guiding, setting objectives and standards for, and assigning and evaluating the work of all personnel reporting to him.
- 8.233 Reviewing periodically the terms and conditions of forms and transactions involving surface interest in University Lands, and making recommendations with respect thereto to the Chancellor.
- 8.234 Reporting regularly to the Chancellor all activities, developments and problems which could significantly affect System interests in University Lands, together with his recommendations with respect thereto.
- 8.235 Working closely with federal and state agencies in connection with research and development projects and activities, involving utilization and husbandry of University Lands, of mutual interest to the System and such agencies.
- 8.236 Coordinating with the Manager of University Lands - Oil, Gas and Mineral Interests in the discharge of their respective duties and responsibilities, and acts as oil and gas fields supervisor.

8.3 Investments and Trusts.

Subject to delegation by the Chancellor, the Executive Director for Investments and Trusts implements, when they are approved by the Board, policies and actions with respect to:

- 8.31 Investing, managing, and administering of all endowment funds belonging to the System and its component institutions, including the Permanent University Fund and all trusts and special funds.
- 8.32 Issuing, managing and paying all bonds and other evidences of indebtedness issued by the Board for System and its component institutions.
- 8.33 Presenting to the Board through the Chancellor periodic reports of the status and prospect of funds for which he has responsibility and that will be available for expenditure by the System and its component institutions.
- 8.34 Consulting with the Executive Associate for Economic Affairs with respect to the development of long-range plans for the development and management of the economic resources of the System and its component institutions.

8.4 Audit.

The Chancellor, as Chief Executive Officer of the System, is responsible for insuring the implementation of appropriate audit and postaudit procedures for the System and System Administration. Accordingly, with regard to his audit functions (see Section 10 of this Chapter), the Comptroller reports directly to the Chancellor.

Sec. 9. Budget Director.

The Budget Director's primary responsibilities are to plan and develop systems and procedures for uniform budget preparation, budget control and financial reporting. Subject to delegation by the Executive Director for Finance and Administration, the major duties of the Budget Director include:

- 9.1 Formulating procedures governing the preparation and review of all budgets and developing effective methods of presenting approved budgets to appropriate agencies.
- 9.2 Recommending procedures to be followed, including format, schedules of budget preparation, and effective review of budgets.
- 9.3 Preparing budget-writing instructions.
- 9.4 Conducting budget and other related research studies.
- 9.5 Planning systems and procedures for budgetary control and financial reporting.
- 9.6 Controlling and supervising distribution of all budgets and processing and approving (as delegated) interim budget changes.
- 9.7 Preparing periodic budgetary, financial, and special reports, as appropriate.
- 9.8 Serving as liaison with the staff of the Legislative Budget Board, the Governor's Budget Office, and the Coordinating Board, Texas College and University System.

Sec. 10. Comptroller.

- 10.1 Subject to delegation by the Executive Director for Finance and Administration (provided, however, that, in the audit functions, the Comptroller shall report directly to the Chancellor), the Comptroller formulates and recommends procedures to be followed in the business operations of the System for:
 - 10.11 Accounting, auditing and reporting, and expenditure control.
 - 10.12 Receipt, disbursement, and custody of funds.
 - 10.13 Procurement and purchasing.
 - 10.14 Management of auxiliary service enterprises.
 - 10.15 Data processing systems - including prior approval of equipment acquisitions by purchase or lease.
 - 10.16 Accounting and business system development.

- 10.17 Accounting records, forms, procedures, and financial reports, including format for such reports.
 - 10.18 Terms of depository agreements with banks.
 - 10.19 Lease contracts for building space.
 - 10.1(10) Approval of the business aspects and overhead rates in research and other contracts with outside agencies.
 - 10.1(11) Conducting postaudits at each component institution.
 - 10.1(12) Supervising the auditing of oil and gas production.
- 10.2 The Comptroller is responsible as joint custodian with the Director of Accounting for bearer securities owned by System funds that are maintained in bank safe deposit boxes and are not in the custody of the State Treasurer.

Sec. 11. Director of Accounting.

- 11.1 The Director of Accounting of The University of Texas at Austin serves also as director of accounting for System Administration and is the accounting officer for both The University of Texas at Austin and for System Administration. Subject to delegation by the Executive Director for Finance and Administration, his duties include:
- 11.11 Having responsibility for custody, accounting and reporting of all funds handled by the Director of Accounting's Office for the component institutions outside of Austin, and for System Administration, the Permanent University Fund, the Available University Fund, and trust and special funds.
 - 11.12 For securities owned by System funds and not in custody of the State Treasurer, having custody of registered securities and joint custodian, with the Comptroller, of bearer securities maintained in bank lock boxes.
 - 11.13 Maintaining a full and complete set of records that accurately reflect the balances and transactions of all financial and property accounts of the System (as contracted with such accounts of the component institutions).
- 11.2 With respect to System Administration matters, the Director of Accounting reports to and is responsible to the Comptroller. With respect to other matters, he reports to the appropriate officers of The University of Texas at Austin.

Sec. 12. Director of Facilities Planning and Construction.

The Director of Facilities Planning and Construction reports to the Office of the Chancellor under the day-to-day supervision of the Chancellor. His primary duties and responsibilities include:

- 12.1 The provision of staff assistance to the Chancellor and the Executive Vice Chancellors in the execution of their responsibilities.

- 12.2 Managing the administration and general supervision of any new building construction and initial equipping thereof or any inside or outside repairs, remodeling, rehabilitation, new construction of improvements other than building, or campus planning costing \$100,000 or more; managing any preliminary planning, feasibility studies, or investigations which are estimated to ultimately develop into one of the above projects at any component institution of the system; advising and working with the consultants, architects and engineers employed by the Board subject to the terms and conditions of the contracts with those architects and engineers.
- 12.3 Serving as ex officio member of all faculty building committees at the component institutions.
- 12.4 Preparing and executing all documents relating to the acquisition and the use of funds received from the federal government and state agencies in connection with construction grant awards.
- 12.5 Coordinating the preparation of and approving of all grant applications on approved construction projects filed with governmental agencies.
- 12.6 Coordinating the development of and maintaining of master plans for all component institutions, including but not limited to land utilization, utility and landscape plans.
- 12.7 Developing standards for maintenance of all physical facilities at component institutions.
- 12.8 Directing the negotiation and approval of all utility contracts.

Sec. 13. System Personnel Director.

The System Personnel Director's primary responsibility is to plan, develop, and coordinate System-wide personnel policies and procedures. Subject to the delegation by the Executive Director for Finance and Administration, the System Personnel Director is responsible for:

- 13.1 Acting as liaison between component institution personnel officers and the System offices regarding all personnel matters relating to classified personnel, administrative staff, and certain matters relating to teaching and/or academic personnel.
- 13.2 Advising the System Officers and making recommendations concerning development of methods and procedures designed to maximize the effectiveness of System Personnel Programs.
- 13.3 Reviewing and recommending all classified personnel pay plans for each component institution, including the establishment of proper classification and pay scales consistent with needs and System-wide policies and procedures.

- 13.4 Reviewing and recommending the Personnel Office budgets for each component institution.
- 13.5 Directing the administration of the System Personnel Office, including the Workmen's Compensation insurance section.
- 13.6 Reviewing and recommending to System Officers any rules and regulations or changes thereto that, after proper consultation with officers of component institutions, are considered beneficial or necessary for the proper administration of the System-wide Personnel Program.
- 13.7 Establishing employee development and training programs for all component institutions, including particularly supervisory training programs.
- 13.8 Formulating policies and procedures concerning labor relations and employer-employee relationships.
- 13.9 Assisting and establishing personnel data systems and proper practices and procedures concerning the personnel records of all employees.
- 13.(10) Conducting System-wide wage and salary research studies and formulating data for proper implementation of personnel pay programs.
- 13.(11) In consultation with the personnel offices of the component institutions, developing and maintaining a System-wide personnel pay plan with uniform titles and account numbers.
- 13.(12) Supervising and coordinating the affairs of the Office of Employee Relations.

Sec. 14. Director of Police.

Subject to delegation by the Executive Director for Finance and Administration, the Director of Police is responsible for:

- 14.1 Approving qualifications for police personnel at the component institutions of the System and approving all applicants to a basic or in-service training school or academy.
- 14.2 Approving the organizational structure for police departments at the component institutions of the System.
- 14.3 Establishing and supervising all training programs for System police, including basic and in-service training, as well as on-the-job training at each component institution of the System.
- 14.4 Conducting the System training in accordance with the standards of the Texas Commission on Law Enforcement Officer Standards and Education, in order to maintain accreditation with this state agency.
- 14.5 Maintaining liaison with the Director of Training, Texas Department of Public Safety, and the Coordinator

of Training, Federal Bureau of Investigation, and being aware of new training techniques, procedures, programs, and equipment.

- 14.6 Establishing a uniform reporting and record system for police departments at the component institutions of the System and approving any changes thereto.
- 14.7 Conducting periodic inspection of the police departments of the component institutions of the System and evaluating their performance as police agencies.
- 14.8 Formulating and establishing policies and procedures for police operations on a System-wide basis.
- 14.9 Establishing, maintaining, and supervising on a System-wide basis, a program for police personnel promotion.
- 14.(10) Reviewing and recommending the pay scale for police personnel throughout the System.
- 14.(11) Surveying all component institutions of the System for security needs of existing buildings, grounds, and lighting, in order to make the appropriate recommendations to insure the prevention of criminal activities and the protection of life and property.
- 14.(12) Consulting with the Office of Facilities Planning and Construction on security needs for new construction, including security lighting on the property of the component institutions of the System.
- 14.(13) Coordinating the use of police throughout the System in emergency situations.
- 14.(14) Submitting periodic reports to the Executive Director for Finance and Administration concerning the operations of the police departments of the System.

Sec. 15. Councils of the System.

15.1 The System Council.

The System Council is composed of the Chancellor, the Executive Vice Chancellor for Academic Affairs, the Executive Vice Chancellor for Health Affairs, the Executive Director for Finance and Administration, the General Counsel, the Executive Director for Governmental Relations, the Executive Director (Office of the Chancellor), the Director of Development, and the chief administrative officers of all the component institutions of The University of Texas System. The Chancellor shall serve as the Council's permanent chairman and shall conduct regular meetings to discuss those matters of general concern to the operation of The University of Texas System.

15.2 The Council of Academic Institutions.

The Council of Academic Institutions is composed of the Executive Vice Chancellor for Academic Affairs, the chief administrative officers of the general academic

institutions of the System, and the chief administrative officer of the U.T. Institute of Texan Cultures. The Chancellor, the Executive Director for Finance and Administration, the General Counsel, the Executive Director for Governmental Relations, the Executive Director (Office of the Chancellor), and the Director of Development serve as ex officio members of this Council. The Executive Vice Chancellor for Academic Affairs shall serve as the Council's permanent chairman and shall conduct regular meetings to review common problems of planning, development, and operation of the several institutions represented.

15.3 The Council of Health Institutions.
The Council of Health Institutions is composed of the Executive Vice Chancellor for Health Affairs and the chief administrative officers of the component institutions of the System concerned directly with health affairs. The Chancellor, the Executive Director of Finance and Administration, the General Counsel, the Executive Director for Governmental Relations, the Executive Director (Office of the Chancellor), and the Director of Development serve as ex officio members of this Council. The Executive Vice Chancellor for Health Affairs acts as the Council's permanent chairman and shall conduct regular meetings to review common problems of planning, development, and operation of the several institutions represented.

15.4 The Business Management Council.
The Business Management Council advises the Office of the Chancellor in the areas of budgeting, business management, data processing, physical plant operations, planning, construction, and accounting systems development. The Council is composed of the Executive Director for Finance and Administration and the chief business officers of the component institutions. The Chancellor, the Executive Vice Chancellor for Academic Affairs, the Executive Vice Chancellor for Health Affairs, the Executive Director for Finance and Administration, the General Counsel, the Executive Director for Governmental Relations, the Executive Director (Office of the Chancellor), and the Director of Development, or their delegates, serve as ex officio members of this Council. The Executive Director for Finance and Administration shall serve as the Council's permanent chairman and shall conduct regular meetings of the Council.

Sec. 16. Chief Administrative Officers of Component Institutions.

16.1 The Board selects the chief administrative officer of each component institution.

16.1i When there is a vacancy or it is known that there is to be a vacancy in the office of a chief administrative officer of a component institution having faculty and students, an Advisory Committee shall be established to recommend candidates to the Board. The Executive Vice Chancellor having line responsibility for the operation of the institution where the vacancy has occurred or

is to occur shall be chairman of the Advisory Committee. In addition to the chairman, committee membership is as follows:

The Chancellor

Three Chief Administrative Officers
(to be appointed by the Chairman of the Board from three of the component institutions)

Three Regents

(to be appointed by the Chairman of the Board)

Five Faculty members of the institution involved, at least three of whom shall have the rank of associate professor or higher (method of selection to be determined by the General Faculty of the campus)

One Dean

(for academic institutions to be selected by Dean's Council of the institution involved) (for health science centers to be the Dean of Medicine of the health science center involved)

Two Students from the institution involved (method of selection to be determined by the Student Government of the campus involved or, if there be no Student Government, by the chief administrative officer of the institution)

President of the Ex-Students' Association of the campus involved or his designee (if institution does not have an active alumni organization, then a member of the development board or an interested layman to be appointed by the chief administrative officer of the institution involved.)

16.12 When there is a vacancy or it is known that there is to be a vacancy in the office of a chief administrative officer of a component institution not having faculty and students, an Advisory Committee shall be appointed by the Executive Vice Chancellor having line responsibility for the institution, subject to approval of the Chairman of the Board. The Executive Vice Chancellor having such line responsibility shall be Chairman of the Committee.

16.13 The Advisory Committee shall determine the availability of each candidate selected. To evaluate a candidate, the Advisory Committee shall set up criteria that relate to the needs of the individual component and shall seek advice on the ability of each candidate interviewed including advice from competent

- sources as to the candidate's administrative and business ability.
- 16.14 Finally, the Advisory Committee shall submit, through its Chairman, its recommendations with no preference indicated. Candidates submitted shall have received a majority vote of the Committee. If none of the names submitted in the report of the Advisory Committee is satisfactory to the Board, then the Board in its discretion may either name a new committee or proceed to select a chief administrative officer under such other procedures as in its discretion it may deem proper and appropriate.
- 16.2 Each chief administrative officer reports to and is responsible to the Executive Vice Chancellor having line responsibility for the institution, and serves without fixed term, subject to the pleasure of the appropriate Executive Vice Chancellor and approval by the Board.
- 16.3 Within the policies and regulations of the Board, and under the supervision and direction of the Executive Vice Chancellor having line responsibility for the institution, the chief administrative officer has general authority and responsibility for the administration of that institution.
- 16.31 Specifically, the chief administrative officer is expected, with the appropriate participation of the staff, to:
- 16.311 Develop and administer plans and policies for the program, organization, and operation of the institution.
- 16.312 Interpret the System policy to the staff, and interpret the institution's program and needs to the Office of the Chancellor and to the public.
- 16.313 Develop and administer policies relating to students, and where applicable, to the proper management of services to patients.
- 16.314 Recommend appropriate operating budgets and supervise expenditures under approved budgets.
- 16.315 Nominate all members of the faculty and staff, maintain efficient personnel programs, and recommend staff members for promotion, retention, or dismissal for cause.
- 16.316 Insure efficient management of business affairs and physical property; recommend additions and alterations to the physical plant.
- 16.317 Serve as presiding officer at official meetings of faculty and staff of the institution, and as ex officio member of each college or school faculty (if any) within the institution.

- 16.318 Appoint, or establish procedures for the appointment of, all faculty, staff, and student committees.
- 16.319 Cause to be prepared and submitted to the Office of the Chancellor the rules and regulations for the governance of the institution. When such rules and regulations have been finally approved by the Office of the Chancellor, they shall thereafter constitute the Handbook of Operating Procedures for that institution. Provided, however, that whether or not finally approved by the Office of the Chancellor, any rule or regulation in any such institutional Handbook of Operating Procedures that is in conflict with any rule or regulation in the Regents' Rules and Regulations, is null and void and has no effect, and whenever any such conflict is detected, the Office of the Chancellor and the chief administrative officer of the component institution shall immediately make such amendments to the institutional Handbook of Operating Procedures as may be necessary to eliminate such conflict.
- 16.31(10) Assume initiative in developing long-range plans for the program and physical facilities of the institution.
- 16.31(11) Assume active leadership in developing private fund support for the institution in accordance with policies and procedures established in the Regents' Rules and Regulations.

Sec. 17. Appointment of Other Administrative Officers.

17.1 The Board delegates to the Executive Vice Chancellor having line responsibility for the institution and that Executive Vice Chancellor, in turn, delegates to the chief administrative officer of each component institution the responsibility for the appointment and dismissal of all other administrative officers of each component institution, including vice presidents, deans, directors and their equivalents. However, prior approval of the appropriate Executive Vice Chancellor shall be necessary for each such permanent or acting appointment and for each such dismissal whether from a permanent or acting appointment. All such other administrative officers serve without fixed terms and subject to the pleasure of the chief administrative officer of the institution and the aforesaid approval of the Executive Vice Chancellor.

17.2 The Board delegates to the Executive Vice Chancellor having line responsibility for the institution and that Executive Vice Chancellor, in turn, delegates to the chief administrative officer of each component institution the responsibility for the permanent or

acting appointment of department chairmen, department heads, and their equivalents. Such department chairmen, department heads and their equivalents serve without fixed terms and subject to the pleasure of the chief administrative officer of the institution.

- 17.3 The Board endorses the principle of reasonable faculty and student consultation in the selection of administrative officers of the component institutions, and the primary operating units, and expects the chief administrative officer, as he deems appropriate, to consult in the selection process with the representatives of the faculty and student body. However, the chief administrative officer of the component institution is responsible for executing the duties of his office and consequently shall not be bound by nominations to administrative positions in his institution by campus selection committees, and the Handbook of Operating Procedures of each component institution shall so state.

4. U. T. System: Resolution Regarding Appointment of Mr. Joe E. Boyd, Jr. as Special Counsel - Finance Effective September 1, 1982. --
 Upon motion of Regent Hay, seconded by Regent Newton, the following resolution was adopted by unanimous vote:

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

Resolution

RESOLVED, That the Board of Regents hereby appoints for a term of one year beginning September 1, 1982, Mr. Joe E. Boyd, Jr. as Special Counsel - Finance. His duties shall be to serve as financial advisor to the Executive Director for Finance and Administration and to consult on financial and budgetary matters from time to time with members of the Office of the Chancellor.

FURTHER RESOLVED, That Mr. Joe Boyd's compensation for his services as Special Counsel - Finance be established by the Office of the Chancellor and submitted subsequently for Board approval as a docket item.

REPORT OF BOARD FOR LEASE OF UNIVERSITY LANDSFILE NO. 11
DOCUMENT ---
REMARKS ---

Regent Fly, Chairman of the Board for Lease of University Lands, reported that the Board for Lease of University Lands met in Austin, Texas, on Tuesday, June 29, 1982, and took the following actions:

1. Approved a 640-acre gas pooling agreement for proration purposes in Winkler County, Texas (Getty Oil Company was the applicant);
2. Ratified six gas contract price redeterminations -- gas prices ranging up to a maximum of \$8.33 per thousand cubic feet; and
3. Determined not to hold an oil and gas lease sale in the immediate future because of prevailing economic conditions.

OTHER MATTERS

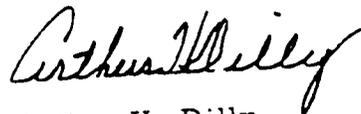
U. T. Austin: Report on Honors Colloquium. -- At the request of Regent Richards, President Flawn and Vice President for Student Affairs Ronald Brown reported on the recently successful Honors Colloquium held on the campus of The University of Texas at Austin. This involved the attendance of nearly 700 scholastically superior Texas high school juniors and included their orientation to the academic, cultural, recreational and social advantages of The University of Texas at Austin.

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

SCHEDULED MEETING. -- Chairman Powell announced that the next meeting of the U. T. Board of Regents would be at The University of Texas at Arlington on October 7-8, 1982.

FILE NO. I
DOCUMENT ---
REMARKS ---

ADJOURNMENT. -- There being no further business, the meeting was adjourned at 1:10 p.m.



Arthur H. Dilly
Executive Secretary

August 19, 1982