

MATERIAL SUPPORTING THE AGENDA

Volume XXVIIa

This volume contains the Material Supporting the Agenda furnished to each member of the Board of Regents prior to the meetings held on

October 11-12, 1979
December 6-7, 1979

The material is divided according to the standing committees and the meetings that were held and is submitted on three different colors, namely:

White paper - for the documentation of all items that were presented before the deadline date.

Blue paper - all items submitted to the Executive Session of the Committee of the Whole and distributed only to the Regents and Chancellor of the System.

Yellow paper - Emergency items distributed at the meeting.

Material distributed at the meeting as additional documentation is not included in the bound volume, because sometimes there is an unusual amount and other times some people get copies and some do not get copies. If the Secretary was furnished a copy, then that material goes into the appropriate subject file.



BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM

Material Supporting

Agenda

Meeting Date: *October 11-12, 1979*

Meeting No.: *764*

Name: *Official copy*

BOARD OF REGENTS
of
THE UNIVERSITY OF TEXAS SYSTEM

CALENDAR

Place: Lounge, Student Union Building
Dallas Southwestern Medical School
The University of Texas Health Science Center at Dallas
(5323 Harry Hines Boulevard, Dallas, Texas)

Thursday, October 11, 1979

1:30 p. m. Meeting of the Board of Regents

Meeting of the Buildings and Grounds Committee

Friday, October 12, 1979

9:00 a. m. Meeting of the Board of Regents

Committee Meetings

System Administration Committee
Academic and Developmental Affairs Committee
Buildings and Grounds Committee (if not
previously completed)
Health Affairs Committee
Land and Investment Committee
Committee of the Whole
Open Session
Executive Session

Meeting of the Board of Regents

Telephone Numbers

Offices:

Chairman Williams	258-1001
Regent Hay	746-7100
President Sprague	688-3601

Hotel:

Loews Anatole (2050 Stemmons Freeway)	748-1200
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Airlines:

Continental	647-2910
Texas International	267-8141
Braniff International	357-9511
Southwest	640-1221

Cooper Airmotive (Love Field)	357-1811
Dallas Transit Company	827-3400

Meeting of the Board :

AGENDA FOR MEETING
of
BOARD OF REGENTS
of
THE UNIVERSITY OF TEXAS SYSTEM

Date: October 11, 1979

Time: 1:30 p. m.

Place: Lounge, Student Union Building
Dallas Southwestern Medical School, The University of
Texas Health Science Center at Dallas, Dallas, Texas

A. CALL TO ORDER

B. WELCOME AND REPORT BY PRESIDENT SPRAGUE

C. RECESS FOR COMMITTEE MEETING

Buildings and Grounds Committee. --To discuss and act on items listed on the agenda and any emergency or late items referred to the committee. Unless there are unfinished items, the Buildings and Grounds Committee will complete its meeting on Thursday, October 11.

D. RECESS TO RECONVENE AT 9:00 A. M. ON FRIDAY,
OCTOBER 12, 1979

(See Pages B & G 1-18.)

AGENDA FOR MEETING
of
BOARD OF REGENTS
of
THE UNIVERSITY OF TEXAS SYSTEM

Date: October 12, 1979

Time: 9:00 a. m.

Place: Lounge, Student Union Building
Dallas Southwestern Medical School, The University of
Texas Health Science Center at Dallas, Dallas, Texas

A. -D. (Page B of R - 1)

E. RECONVENE

F. APPROVAL OF MINUTES OF REGENTS' MEETING HELD
JULY 25-26, 1979

G. INTRODUCTIONS

H. RECESS FOR COMPLETION OF COMMITTEE MEETINGS

1. System Administration Committee
Committee Chairman Sterling
2. Academic and Developmental Affairs Committee
Committee Chairman (Mrs.) Blumberg
3. Buildings and Grounds Committee (if business not completed
Committee Chairman Law on Thursday)
4. Health Affairs Committee
Committee Chairman Fly
5. Land and Investment Committee
Committee Chairman Hay
6. Committee of the Whole
Chairman Williams
 - a. Open Session
 - b. Executive Session. --The Board of Regents will retire to a room adjoining the Student Union Lounge and resolve into Executive Session of the Committee of the Whole pursuant to V. T. C. S., Article 6252-17, Sections 2(e), (f) and (g) to discuss:
 - (1) Pending or Contemplated Litigation - Section 2(e)
 - (2) Land Acquisition and Negotiated Contracts - Section 2(f)
U. T. System: Acquisition of Property, Austin, Texas
 - (3) Personnel Matters [Section 2(g)] Relating to Appointment, Employment, Evaluation, Assignment, Duties, Discipline, or Dismissal of Officers or Employees

System Administration Committee

SYSTEM ADMINISTRATION COMMITTEE
Committee Chairman Sterling

Date: October 12, 1979

Time: Following the 9:00 a. m. Session of the Board of Regents

Place: Lounge, Student Union Building
Dallas Southwestern Medical School, The University of
Texas Health Science Center at Dallas, Dallas, Texas

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7. System Administration, U. T. Arlington, U. T. Austin, U. T. El Paso, Dallas Health Science Center and its Dallas Southwestern Medical School, Galveston Medical Branch and its Galveston Medical School, Houston Health Science Center and its Public Health School, San Antonio Health Science Center and its San Antonio Medical School, University Cancer Center and its M. D. Anderson, and Tyler Health Center: Amendments to the 1978-79 Budget (12-B-79, 13-B-79 and 14-B-79)	25

1. U. T. System: Request to Waive Payment of All Mandatory Student Services Fees Under Concurrent Enrollment Effective 1979-80 Academic Year (S.B. 638, 66th Leg., R.S.)(1-CW-80). -- It is recommended by Chancellor Walker that effective with the 1979-80 academic year the Board of Regents waive the payment of all mandatory student services fees under concurrent enrollment provisions of joint or cooperative programs between institutions of The University of Texas System except for such mandatory student services fees at the institution designated as the "home institution." This is in compliance with S. B. 638 passed by the Sixty-Sixth Legislature.

2. U. T. System: Request to Establish Guidelines for Administration of Line Item Scholarships (Appropriations Bill, Section 14, 66th Leg., R.S., 1979)(2-CW-80). -- Section 14 of the Appropriations Bill, 66th Leg., R.S., 1979, provides that copies of the rules and regulations adopted by the governing board concerning the award of tuition scholarships shall be filed with the Coordinating Board and with the State Comptroller prior to disbursement of funds. In compliance with that section, it is recommended by Chancellor Walker that the following be adopted for implementation at all component institutions of The University of Texas System for the 1980-81 biennium:

RULES AND REGULATIONS FOR ADMINISTRATION OF
LINE ITEM SCHOLARSHIPS

a. Scholarships

- (1) Scholarships from said fund may be awarded only to students who have been accepted for enrollment and who actually enroll on at least a half-time basis in the term or terms for which the scholarship is awarded.

- (2) Scholarships are to be awarded based on the financial need of the applicant as determined by the Office of Student Financial Aid and based on accepted need analysis procedures generally in use in other "need based" financial assistance programs.

- (3) Each student shall first utilize any other grant funds for support of educational expenses for which the student may reasonably be eligible before receiving state scholarship funds.

- (4) The amount of the scholarship award, when combined with all other grant or gift funds awarded to the student, shall not exceed 70% of the total cost of tuition, textbooks and educational supplies required for the courses in which the student is enrolled, and student fees authorized by Sections 54.501, 54.503 and 54.504, Subchapter E, Chapter 54, Title 3, Texas Education Code and Sections 55.16 and 55.17, Subchapter B, Chapter 55, Title 3, Texas Education Code, for the semester or summer session in which the scholarship is awarded.

- (5) No student shall receive an amount in excess of demonstrated need.
 - (6) No more than 10% of total scholarship funds awarded through the program in a fiscal year shall be awarded to nonresident students.
 - (7) No award shall be made to aliens. For purposes of this program, an alien is a person who is neither a citizen, a national, nor a permanent resident of the United States.
- b. Institutional Matching Share of Earnings in the Federal College Work/Study Program
- (1) Any or all of the scholarship funds appropriated may be used for the 20% matching share of earnings in the College Work/Study Program.
 - (2) Funds used in this manner will not be subject to restriction governing the scholarships.
3. U. T. Austin: Recommendation to Designate the Entering Freshman Class "The Centennial Class of 1983" (1-A&D-80). -- It is recommended by President Flawn and Chancellor Walker that the following resolution designating the entering class at The University of Texas at Austin this fall as "The Centennial Class of 1983" be adopted:

RESOLUTION

WHEREAS, The first classes of The University of Texas were convened in Austin in the year 1883;

WHEREAS, The University of Texas at Austin will celebrate its first one hundred years of service to the people of Texas in the year 1983; and

WHEREAS, The freshmen students entering the University in Fall, 1979 constitute "The Class of 1983; now, therefore, be it

RESOLVED BY THE BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM, That this class entering The University of Texas at Austin in Fall 1979 shall be designated "The Centennial Class of 1983."

4. U. T. Austin: Request to Accept Gift and to Establish the R. D. Woods Unitrust Number Two (1-L&I-80). -- It is recommended by President Rogers* and Chancellor Walker that approval be given to accept securities valued at \$41,968.75 from Mr. R. D. Woods, Houston, Texas, and that the R. D. Woods Unitrust Number Two be established at The University of Texas at Austin. Terms of the trust provide for seven and one-half percent (7.5%) of the annual fair market value if earned to be paid to Mr. Woods during

*Proposed before expiration of her term.

his lifetime. The trust will terminate upon the death of Mr. Woods, and the unitrust assets will be used to augment the Leslie Bowling Professorship in Geological Sciences which was established on August 4, 1978.

Current funding for the Leslie Bowling Professorship in Geological Sciences is \$27,121.73 with outstanding pledges for the balance. This professorship has not been activated as of this date.

Mr. Woods, age 69, is a graduate of the Geological Sciences Department at U. T. Austin and was employed by Exxon prior to retirement in 1972.

The R. D. Woods Unitrust was established by Mr. Woods in April, 1973, with securities valued at \$45,260.63 (current market value of \$57,000). The trust terminates upon the death of Mr. Woods and the trust assets will be used to complete the funding of the F. M. Bullard Professorship in Geological Sciences. Acceptance of this initial unitrust is reflected in the Minutes of June 1, 1973.

If this request is approved, the first payment to the donor will be made promptly.

5. Galveston Medical Branch: Proposed Lease and Operating Agreement with The Sealy & Smith Foundation for the Jennie Sealy Hospital and the R. Waverley Smith Memorial Pavilion Under Authority of H.B. 1523, 66th Leg., R.S. (Supersedes Agreement Approved by the Board of Regents on December 13, 1968)(1-Med-80). -- It is recommended by President Levin and Chancellor Walker that approval be given to the following lease and operating agreement (Pages SAC 5-10) by and between the Board of Regents of The University of Texas System and The Sealy & Smith Foundation for the Jennie Sealy Hospital and the R. Waverley Smith Memorial Pavilion to be effective on the date approved by the Board of Regents.

House Bill 1523 passed by the Sixty-Sixth Legislature authorizes the Board of Regents to lease the Jennie Sealy Hospital and the R. Waverley Smith Memorial Pavilion from The Sealy & Smith Foundation and permits operation of these two hospitals as an integral part of the U. T. Medical Branch Hospitals. This lease and operating agreement, which supersedes the agreement approved by the Board of Regents on December 13, 1968 and under which the University has been operating since December 13, 1968, will allow the Medical Branch Administration to make more efficient use of these hospitals in assignment of the teaching services and the effective integration of these hospitals with other hospitals of the Medical Branch will result in better management and reduction of cost of operation.

LEASE AGREEMENT

THE STATE OF TEXAS X
 X
COUNTY OF GALVESTON X

This Lease and Operating Agreement, made and entered into by and between THE SEALY & SMITH FOUNDATION FOR THE JOHN SEALY HOSPITAL, a corporation, of Galveston, Galveston County, Texas, hereinafter referred to as "Directors", and the BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM, a State Agency, hereinafter referred to as "University",

WITNESSETH:

WHEREAS, Directors desire to maintain the R. Waverley Smith Memorial Pavilion and The Jennie Sealy Hospital, Galveston, Galveston County, Texas, so as to provide the community with a resource for the highest standards of patient care in private and semi-private accommodations, and the University with a place for teaching and research; and

WHEREAS, the University desires that the R. Waverley Smith Memorial Pavilion and The Jennie Sealy Hospital, which are hereinafter referred to as "Hospitals", be maintained as a continuing resource for patient care, education, training, and research; and

WHEREAS, in order to accomplish these purposes, Directors and University are desirous of entering into a Lease and Operating Agreement with respect to such Hospitals;

NOW, THEREFORE, in consideration of the mutual promises and conditions and obligations herein contained, the parties mutually agree as follows:

I.

Directors hereby lease and demise, and by these presents have leased and demised to the University the following described tracts of land located in Galveston, Galveston County, Texas, to-wit:

The R. Waverley Smith Memorial Pavilion encompasses the East half of Lot 3, all of Lots 4, 5, 6, 8, 9, 10, 11, and the East half of Lot 12, all in Block 607, in the City and County of Galveston, Texas.

The Jennie Sealy Hospital encompasses all of Lots 8, 9, 10, 11, 12, 13, and the East half of Lot 14, all in Block 667, in the City and County of Galveston, Texas.

Together with all improvements thereon, and together with all necessary rights of ingress and egress, for a term of ten (10) years, commencing on the day and year of the execution of this Agreement.

II.

University agrees to assume and shall have the full and complete control of the operation of said premises and shall operate said premises so as to provide medical services for patients in private and semi-private accommodations at the hospitals and to establish and maintain operational standards for all teaching and patient care, so as to meet the requirements of such approval agencies as the Joint Commission on Accreditation of Hospitals, and all other appropriate educational accreditation agencies. University agrees to operate and manage such hospitals in such a manner that the hospitals will retain their present names, but such hospitals shall be operated under the sole control of University and as an integral part of the John Sealy Hospital, under the jurisdiction of The University of Texas Medical Branch Hospital System. University further agrees that such operation will be carried on in a manner calculated to provide the maximum income to said facilities consistent with such approved medical standards of care.

III.

With exception of those maintenance items as outlined in Article VI, the University will maintain and keep the improvements and the grounds of said property in a good state of repair at its own expense, and at the expiration of this Lease will

return the premises and improvements in as good condition as the same are in at the time of executing this Agreement, reasonable wear and tear and fire and act of God excepted. The University will pay to Directors, as annual rental for such premises, the sum of SIXTY THOUSAND AND NO/100 DOLLARS (\$60,000.00) for each of the years of this Lease, in monthly installments of FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00) each.

IV.

Directors shall retain title to all real property relating to the said Hospitals. It is agreed by and between the parties that all contracts for architectural, consultative, and other services required for building alterations, remodeling, additions, or new construction during the term of this Agreement shall be executed by University with the approval of Directors. University shall establish the specifications for all supplies, equipment, special services, and other commodities as may be needed for the operation of the Hospitals.

V.

Directors reserve the right for their employees and independent contractors to go on the premises to perform such work as Directors are obligated to perform; the maintenance of the air-conditioning and heating systems, and the repair and maintenance of such equipment for which Directors are responsible in the future maintenance contract. Such work shall be done at such times as not to interfere with the basic operations of the Hospitals, and University shall be notified and consent shall be ascertained before such work is performed.

VI.

Directors shall be responsible to make and pay for major items of maintenance, repair, and upkeep. The term "major items" as here used shall include any and all such items the total actual cost of which exceeds \$75,000.00. The test for calculating this minimum amount of "major item" expenditure shall be whether or

not such total actual cost is incurred on any one item or group of related items on a single work order or assignment, regardless of length of time of completion or, alternatively whether or not such total actual cost is incurred on any one item or group of related items on more than one work order or assignment over any continuous 90-day period.

VII.

The University's obligations shall include, among other things, the sole authority and duty (to the exclusion of Directors) to:

1. Operate the Hospitals as hereinbefore stated.
2. Establish and maintain general operating policies and procedures necessary for optimal patient care, teaching, and research.
3. As to special assignments and reassignments in The R. Waverley Smith Memorial Pavilion, University shall have the exclusive control, including the right and the authority to promulgate rules and regulations for the admission of patients and the control of beds. As to The Jennie Sealy Hospital, at the beginning of this Agreement and until changed by mutual agreement of Directors - University, the beds shall be assigned as follows:

Seventy-five (75) beds for medicine, and the remainder for psychiatry.
4. Establish and maintain an organizational structure for all administrative, management, professional, and general hospital employees.
5. Employ, direct, train, transfer, promote, suspend, and terminate all hospital employees.
6. Maintain personnel policies, including employee-appeal procedures, establish salary schedules for all employees.
7. Purchase all needed supplies, equipment, or other commodities.
8. Make all appointments to the medical staff and committees of the medical staff.
9. Otherwise exercise dominion and control over the premises as is customary for a lessee, consistent with the other provisions of this Agreement.

VIII.

Directors will maintain Fire and Extended Coverage insurance on said leased property at Directors' expense.

IX.

University shall negotiate contracts for and on behalf of the Hospitals with various governmental agencies and nonprofit associations engaging in financing health services so long as contracts do not change the basic concept of this Agreement, and shall represent the Hospitals as in institutional member of national, regional, state, and local associations in the field of health care and education.

X.

University shall be responsible for all medical services in Hospitals. All by-laws and rules and regulations now in effect for the University hospital medical staff and amendments shall be applicable to Hospitals. All appointments to the medical staff and committees of the medical staff shall be made in accordance with the established policies and rules and regulations of University. Members of the medical staff shall charge professional fees for services to patients, and all billing and accounting for professional fees charges shall be in conformity with established policies of University.

XI.

This Agreement shall be for a term of ten (10) years from and after the effective date of the same, with an option to renew this Agreement for an additional term of ten (10) years and may be terminated prior to termination of the ten (10) year period upon mutual consent of the parties. It is also understood that this Agreement may be amended in writing to include such provisions as the parties may agree.

XII.

Except for claims arising out of and incident to performance of Directors' obligations under this Lease Agreement, and only to the extent permitted by law, University agrees to indemnify and hold Directors harmless from any and all claims (and regardless of whether such claims arise in whole or in part

6. University Cancer Center (M. D. Anderson): Request to Approve Trust Agreement with The Wilson Hospital Foundation and to Appoint President of System Cancer Center the Hospital Trustee (2-L&I-80). -- It is recommended by President LeMaistre and Chancellor Walker that approval be given to the trust agreement with The Wilson Hospital Foundation as set out on Pages SAC 12-24 and that the President of The University of Texas System Cancer Center, as the representative of M. D. Anderson Hospital and Tumor Institute, be appointed Hospital Trustee as specified in the agreement.

Mr. and Mrs. Wallace D. Wilson each plan to leave three to four million dollars of Wilson Industries stock in their wills to The Wilson Hospital Foundation, a public charitable trust for the benefit of Baylor College of Medicine, M. D. Anderson Hospital and Tumor Institute and the Texas Heart Institute.

The agreement requires the appointment of a Hospital Trustee for each beneficiary by the executive committee of the non-compensated governing body of the appointing beneficiary.

Mr. Wilson has previously given Wilson Industries stock in the amount of \$71,800 for the Wallace D. Wilson Fund for Urological Education and Teaching at the M. D. Anderson Hospital and Tumor Institute.

THE WILSON HOSPITAL FOUNDATION

TRUST AGREEMENT made this _____ day of August, 1979, by and between R. P. BUSHMAN, JR. as "Trustor," WALLACE S. WILSON, RALPH S. O'CONNOR, ROBERT H. SHUTT, E. C. WILSON, JR., JAMES A. ELKINS, JR., CHARLES A. LEMAISTRE, M.D. and ROBERT H. MOSBACHER as "Trustees" and BAYLOR COLLEGE OF MEDICINE, THE BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM BY AND ON BEHALF OF M.D. ANDERSON HOSPITAL AND TUMOR INSTITUTE OF THE UNIVERSITY OF TEXAS SYSTEM CANCER CENTER and TEXAS HEART INSTITUTE.

Since the Trustor and BAYLOR COLLEGE OF MEDICINE, THE BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM BY AND ON BEHALF OF M.D. ANDERSON HOSPITAL AND TUMOR INSTITUTE OF THE UNIVERSITY OF TEXAS CANCER CENTER and TEXAS HEART INSTITUTE desire to create a "supporting organization" within the meaning of Section 509(a)(3) of the Code for the benefit of BAYLOR COLLEGE OF MEDICINE, M.D. ANDERSON HOSPITAL AND TUMOR INSTITUTE OF THE UNIVERSITY OF TEXAS SYSTEM CANCER CENTER and TEXAS HEART INSTITUTE (such institutions hereinafter sometimes referred to as the "Beneficiaries"), and since pursuant to Treasury Regulation § 1.509(a)-4(g)(1)(i), it is necessary that the Beneficiaries undertake certain actions with respect to the creation of the "supporting organization," each of the Beneficiaries joins in the execution of this Trust Agreement as a Beneficiary for the purpose, among others, of appointing, and hereby do appoint, the Trustees named herein and approving, and hereby do approve, the successor Trustee arrangement set forth herein.

Trustor has irrevocably granted, assigned and delivered unto the Trustees and the substitute or successor Trustees hereunder the property described in Exhibit "A", attached hereto and incorporated by reference herein for all purposes, receipt of which is hereby acknowledged by the Trustees, to have and to hold the above-described property

and all other properties, real or personal, which Trustor or any other person may at any time add or cause to be added to the Trust and the income from such properties in trust as hereinafter set out.

1. Creation of Trust: An irrevocable Trust which shall be known as THE WILSON HOSPITAL FOUNDATION is hereby created for the benefit of the Beneficiaries which are organizations described in Section 509(a)(1) of the Code. The initial corpus of the Trust shall consist of the property described in Exhibit "A".

2. Trustees: There shall be two classes of Trustees: "Public Trustees" and "Hospital Trustees." The use of the word "Trustee" or "Trustees" in this Trust Agreement refers to an individual or individuals duly appointed as Trustee or Trustees of the Trust regardless of whether such individual or individuals is or are serving as a Public or a Hospital Trustee or Trustees. Subject to any limitations contained herein each Trustee is entitled to vote on all matters affecting the Trust, and with respect to any given matter, the affirmative majority vote of all Trustees shall be determinative.

3. Public Trustees: The number of initial Public Trustees shall be four (4) and they are hereby declared to be WALLACE S. WILSON, RALPH S. O'CONNOR, ROBERT H. SHUTT and E. C. WILSON, JR. Although there will be four (4) Public Trustees initially, the number of Public Trustees may be increased by affirmative action of a majority of all Trustees to six (6). In the event there is a reduction in the number of Public Trustees for whatever reason (including, but not limited to, death of a Public Trustee), the Trust may be administered by such reduced number, but in no event shall there ever be less than three (3) Public Trustees.

4. Hospital Trustees: The number of Hospital Trustees shall be three (3) and each Beneficiary shall be represented

by a Hospital Trustee as provided herein. Each Hospital Trustee representing BAYLOR COLLEGE OF MEDICINE and TEXAS HEART INSTITUTE must be appointed or selected as a Hospital Trustee by the executive committee of the noncompensated governing body of the appointing Beneficiary or, if there is no executive committee, the subdivision of the non-compensated governing body most similar to an executive committee. Each Hospital Trustee representing BAYLOR COLLEGE OF MEDICINE and TEXAS HEART INSTITUTE shall have his or her term of office stated in his or her appointment or selection. The initial Hospital Trustees are hereby declared to be JAMES A. ELKINS, JR., CHARLES A. LEMAISTRE, M.D. and ROBERT H. MOSBACHER. The Hospital Trustee representing M.D. ANDERSON HOSPITAL AND TUMOR INSTITUTE OF THE UNIVERSITY OF TEXAS SYSTEM CANCER CENTER shall be that individual who from time to time then occupies the office of President of THE UNIVERSITY OF TEXAS SYSTEM CANCER CENTER or such office of THE UNIVERSITY OF TEXAS SYSTEM CANCER CENTER as corresponds to the office of President as designated from time to time by the Board of Regents of THE UNIVERSITY OF TEXAS SYSTEM.

5. Incorporation: If at any time the Trustees and the Beneficiaries determine that the Trust Estate, or any part thereof, would be better or more conveniently administered in corporate form, or that incorporation of any part or all of such Trust Estate would more conveniently or efficiently accomplish the purposes of the Trust, then the Trustees and the Beneficiaries may cause such corporation to be created under the laws of Texas, bearing the name of the Trust, or any other appropriate name or names selected by the Trustees and the Beneficiaries and with such corporate powers as shall, in the Trustees' and the Beneficiaries' judgment, be necessary or desirable to carry out the terms of this Trust Agreement, and then shall convey to such corporation such part or all of the Trust Estate as the Trustees determine to be desirable. If a corporation is

formed by the Trustees and the Beneficiaries to administer all or any part of the Trust Estate of the Trust, the Trustees then acting shall become incorporators and trustees or directors of the corporation together with other individuals if required by applicable law; if other individuals are required, the then acting Trustees shall select such individuals. The by-laws of the corporation shall provide irrevocably that all successor corporate trustees or directors shall from time to time be elected in the same manner as provided in Paragraph 9 of this Trust Agreement.

6. Purposes of the Trust and Distributions: The Trust is created for charitable, scientific and educational purposes, and in accomplishment of such purposes, the Trust is to be administered solely for the benefit of the Beneficiaries by providing funds, either from income or corpus or both, to be utilized at the discretion of the Trustees for the purpose of providing financial assistance and benefit to the Beneficiaries through whatever means are determined by the Trustees. Although corpus may be invaded and distributed in accomplishment of the Trust's purposes, it is hoped that the corpus will be maintained so that it will serve as an endowment for accomplishment of the Trust's purposes in future generations. It is recognized that this statement of hope with respect to maintenance of corpus does not result in a binding obligation on the Trustees and is not intended to be a limitation on the Trustees' exercise of discretion in the discharge of their fiduciary responsibilities. The broadest discretion is vested in and conferred upon the Trustees for the accomplishment of these purposes; provided, however, that no contributed funds shall be applied, directly or indirectly, for any purpose or purposes in violation of the constitutions and statutes of the United States of America or the State of Texas.

7. Term of the Trust: The duration of the Trust (or any corporation formed pursuant to the provisions of Paragraph 5 of this Trust Agreement) shall be perpetual, but if

at any time the Trustees determine that the purposes of this Trust can no longer be achieved, or that the Trust (or any corporation formed pursuant to the provisions of Paragraph 5 of this Trust Agreement) is no longer necessary, the Trustees shall terminate the Trust (or any corporation formed pursuant to the provisions of Paragraph 5 of this Trust Agreement) and distribute the assets thereof to one or more of the Beneficiaries.

8. Change of Beneficiary: If any of the following events occurs with respect to a Beneficiary, the Trustees shall by written notice (evidencing at least a majority determination of such Trustees) remove the Beneficiary in question and select another organization as a Beneficiary:

(a) the Beneficiary ceases to be an organization described in Section 509(a)(1) of the Code; or

(b) the Beneficiary is dissolved or otherwise ceases to exist.

In selecting a substitute Beneficiary, the Trustees shall by majority determination select an organization which (a) is organized and operated for the purposes similar to those of the Beneficiary at the date of execution of this Trust Agreement and (b) is an organization described in Section 509(a)(1) of the Code. Upon qualification as a substitute Beneficiary, the organization selected shall be represented by a Hospital Trustee pursuant to the provisions of Paragraph 4.

9. Successor Trustees: At such time that any vacancy or vacancies occur in the office of a Public Trustee as a result of the provisions of Paragraphs 3, 10, 11 or 12 and it is determined that such vacancy or vacancies should or must be filled, such vacancy or vacancies shall be filled by the affirmative majority vote of the then remaining Trustees, provided, however, if there are then more Public Trustees than Hospital Trustees, only the same number of Public Trustees as there are Hospital Trustees shall be entitled to

vote. In the event all of the Public Trustees may not vote, the determination of those Public Trustees who shall participate in the voting shall be ascertained by lot. A successor Public Trustee appointed under the provisions of this paragraph may be any individual, bank or trust company domiciled anywhere. Any vacancy or vacancies in the office of a Hospital Trustee as a result of the provisions of Paragraph 11 or 12 shall be filled in accordance with Paragraph 4 by the Beneficiary not represented by a Hospital Trustee.

10. Rights and Liabilities of a Trustee: No bond or other security shall be required of any Trustee. This instrument shall always be construed in favor of the validity of any act or omission by or of any Trustee, and no Trustee shall be liable for any act or omission except in the case of gross negligence, bad faith or fraud. Any corporate Trustee (such as a bank or similar entity having trust powers) shall be entitled to receive reasonable compensation commensurate with the services actually rendered by it. Any individual Trustee shall be reimbursed for all expenses incurred in connection with the administration of the Trust, but shall not be otherwise compensated. Subject to the provisions of Paragraph 3, the number of Public Trustees may be increased from time to time by affirmative majority vote of the Trustees.

11. Resignation of Trustee: A Public Trustee may resign from the Trust without the necessity of any judicial proceeding by giving at least thirty (30) days' written notice to each of the other Trustees and to the Beneficiaries and a copy of such notice shall be filed with the records of the Trust. With respect to those Hospital Trustees representing BAYLOR COLLEGE OF MEDICINE and TEXAS HEART INSTITUTE, a Hospital Trustee shall be deemed to have resigned if (a) his or her appointment pursuant to Paragraph 4 expires, (b) his or her appointment is terminated by the Beneficiary which appointed such Hospital Trustee or (c) the Beneficiary

which appointed such Hospital Trustee ceases to be a Beneficiary. With respect to the Hospital Trustee representing M.D. ANDERSON HOSPITAL AND TUMOR INSTITUTE OF THE UNIVERSITY OF TEXAS SYSTEM CANCER CENTER, such Hospital Trustee shall be deemed to have resigned if (a) he or she no longer occupies the office of THE UNIVERSITY OF TEXAS SYSTEM CANCER CENTER specified in Paragraph 4 or (b) M.D. ANDERSON HOSPITAL AND TUMOR INSTITUTE OF THE UNIVERSITY OF TEXAS SYSTEM CANCER CENTER ceases to be a Beneficiary. A resigning Public Trustee must account to such resigning Public Trustee's successor Public Trustee, if any, for the administration of the Trust as required by the successor Public Trustee. Any and all successors to such resigning Public Trustee shall be fully protected in relying upon such accounting.

12. Removal of Trustees: At any time, the governing bodies of the Beneficiaries, by official unanimous action, may remove any Public Trustee with or without cause. Such a removal shall be accomplished by a written notice of removal delivered to the Public Trustee. Each Beneficiary may remove, with or without cause, at any time the Hospital Trustee represented by such Beneficiary pursuant to Paragraph 4.

13. Allocation of Receipts and Disbursements: All receipts, disbursements and reserves of the Trust shall be allocated on a cash basis between corpus and income in accordance with the provisions of the Texas Trust Act. In the construction of the Texas Trust Act as it applies to any question of allocation between corpus and income, the majority determination of the Trustees, made in good faith, shall control.

14. Accounting: The Trustees shall furnish the Beneficiaries with an annual accounting of the transactions of the Trust and a statement of the assets held hereunder within a reasonable period of time after the end of the year to which

the financial accounting relates. Such accounting shall be sufficiently detailed to permit a determination that:

(a) the Trustees are complying with the terms of this Trust Agreement; and

(b) the Trustees have invested the assets of the Trust in assets productive of a reasonable rate of return (taking appreciation into account).

15. Prohibited Transactions: Anything to the contrary herein notwithstanding, the Trustees shall not:

(a) permit any part of the net earnings of the Trust to inure to the benefit of any private individual (except that reasonable compensation may be paid for personal services rendered by an individual or entity to or for the Trust affecting one or more of its purposes), it being understood that distributions by the Trust in accomplishment of its purposes set forth in Paragraph 6 do not result per se in the inurement of the Trust's net earnings to the benefit of a private individual;

(b) carry on propaganda, or otherwise attempt to influence legislation;

(c) participate in, or intervene in (including the publication or distribution of statements), any political campaign on behalf of any candidate for public office; or.

(d) attempt to influence the outcome of any specific public election, or to carry on, directly or indirectly, any voter registration drives.

16. General Powers of Trustees: The Trustees are empowered to carry out the purposes of the Trust, and subject to any limitations stated elsewhere herein and subject to the limitation that the Trustees shall not have or exercise any power which jeopardizes the status of the Trust as an organization described in Sections 501(c)(3) and 509(a)(3) of the Code, in addition to the rights, privileges

and powers elsewhere herein vested in the Trustees and those now or hereafter conferred by law, the Trustees of the Trust shall have the power to:

(a) employ and compensate agents and other employees and to delegate to them any and all discretions and powers of the Trustees;

(b) partition any part or all of any Trust interests and to pay and receive such moneys or properties as may be necessary to equalize differences and to make any distributions of any part or all of the Trust's assets in any manner whatsoever;

(c) maintain and defend any claim or controversy by or against the Trust without the joinder or consent of the Beneficiaries;

(d) retain any property at any time acquired in any manner as a part of the Trust's assets, to hold property unproductive of income for a reasonable time, and to invest and reinvest all or any part of the Trust's assets and property of any description (including, without limitation, shares of open or closed-end investment trusts or companies and wasting assets) regardless of location and without regard to any requirement of diversification as to kind or amount, provided, that the Beneficiaries by written notice delivered to the Trustees may require the Trustees to convert property which is unproductive of income to make such property productive within a reasonable time after the delivery of such notice;

(e) lease, sell, transfer, or encumber in any manner any part or all of the Trust's assets and to loan or borrow money in any manner (including joint and several obligations) with or without security; and

(f) hold or invest any part or all of the Trust's assets in common or undivided interests with any person

or entity regardless of any relationship or identity of any corporate Trustee to such person or entity.

In addition to the foregoing, the Trustees shall have all other rights, privileges and powers now or hereafter granted trustees in Texas and, insofar as is possible, no subsequent legislation or regulation shall limit the rights, privileges and powers granted a Trustee hereunder. The powers granted the Trustees under the provisions of this Trust Agreement may be exercised upon such terms as the Trustees deem advisable and may affect Trust properties for any length of time, regardless of the duration of the Trust. Generally, the Trustees shall hold, manage, control, use, invest and reinvest, and dispose of the Trust's assets in all things, under all circumstances, and to the same extent as if the Trustees were the owners thereof in fee simple, subject only to the terms hereof, and all rights, privileges and powers of the Trustees may be exercised free from judicial supervision. The powers of the Trustees shall exist until all of the Trust's assets have been distributed.

17. Code and Treasury Regulations Defined: All references herein to a Treasury Regulation are to regulations prescribed by the United States Treasury Department pursuant to Section 7805 of the Code; all references herein to a section of the Code mean that section of the Internal Revenue Code of 1954, as amended, or corresponding provisions of any subsequent federal tax laws.

18. Situs: The situs of the Trust hereby created is Texas, and whenever possible the laws of the State of Texas shall control with respect to the construction, administration and validity of the Trust.

19. Irrevocability: This Trust Agreement and the Trust hereby created and provided for shall be and are intended to be irrevocable. No person shall have the right

or power to revoke, alter, amend or change this Trust Agreement or any provision hereof, except that any person may add to the Trust's assets any property acceptable by the Trustees; provided, however, that the Trustees shall, with the written consent of the Beneficiaries, make such alterations, amendments, and changes to and in this Trust Agreement as may be required to prevent classification of the Trust as a "private foundation" under Section 509 of the Code.

20. Acceptance by Trustees: The Trustees, by joining in the execution of this Trust Agreement, accept the Trust herein created and provided for and accept all of the rights, powers, privileges, duties and responsibilities of the Trustees hereunder and agree to exercise and perform the same in accordance with the terms and provisions contained herein.

21. Acceptance by Beneficiaries: The Beneficiaries by joining in the execution of this Trust Agreement, accept all of the rights, powers, privileges, duties and responsibilities of the Beneficiaries hereunder and agree to exercise and perform the same in accordance with the terms and provisions contained herein. Further, the Beneficiaries, by joining in the execution of this Trust Agreement, do hereby appoint the Trustees named herein and do hereby approve the successor Trustee arrangement set forth herein.

IN WITNESS WHEREOF, Trustor, Trustees and the Beneficiaries hereunto set their hands effective as of the day and year first above written.

R. P. BUSHMAN, JR., Trustor

WALLACE S. WILSON,
Public Trustee

RALPH S. O'CONNOR,
Public Trustee

ROBERT H. SHUTT,
Public Trustee

E. C. WILSON, JR.,
Public Trustee

JAMES A. ELKINS, JR.,
Hospital Trustee

CHARLES A. LEMAISTRE, M.D.,
Hospital Trustee

ROBERT H. MOSBACHER,
Hospital Trustee

BAYLOR COLLEGE OF MEDICINE

By _____
Chairman of the Board,
Beneficiary

THE BOARD OF REGENTS OF THE
UNIVERSITY OF TEXAS SYSTEM BY
AND ON BEHALF OF M. D. ANDERSON
HOSPITAL AND TUMOR INSTITUTE
OF THE UNIVERSITY OF TEXAS
SYSTEM CANCER CENTER

By _____
Chairman, Board of Regents,
Beneficiary

TEXAS HEART INSTITUTE

By _____
Title _____
Beneficiary

7. System Administration, U. T. Arlington, U. T. Austin, U. T. El Paso, Dallas Health Science Center and its Dallas Southwestern Medical School, Galveston Medical Branch and its Galveston Medical School, Houston Health Science Center and its Public Health School, San Antonio Health Science Center and its San Antonio Medical School, University Cancer Center and its M. D. Anderson, and Tyler Health Center: Amendments to the 1978-79 Budget (12-B-79, 13-B-79 and 14-B-79).--

RECOMMENDATION

It is recommended by the appropriate chief administrative officers, concurred in by System Administration, that their respective 1978-79 Operating Budget be amended as indicated on the pages set out below:

- The University of Texas System Administration,
Page SAC - 26
- The University of Texas at Arlington, Page SAC - 26
- The University of Texas at Austin, Pages SAC 27-31
- The University of Texas at El Paso, Page SAC - 32
- The University of Texas Health Science Center at
Dallas and its Dallas Southwestern Medical
School, Page SAC - 33
- The University of Texas Medical Branch at Galveston
and its Galveston Medical School, Page SAC - 34
- The University of Texas Health Science Center at
Houston and its Public Health School,
Pages SAC 35-36
- The University of Texas Health Science Center at San
San Antonio and its San Antonio Medical School,
Page SAC - 37
- The University of Texas System Cancer Center and its
M. D. Anderson, Page SAC - 38
- The University of Texas Health Center at Tyler,
Page SAC - 39

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

THE UNIVERSITY OF TEXAS SYSTEM ADMINISTRATION

1978-79 BUDGET

<u>Item No.</u>	<u>Explanation</u>	<u>Present Status</u>	<u>Proposed Status</u>	<u>Effective Dates</u>
2.	U. T. System Airplane Operation Transfer of Funds	From: Available University Fund Unappropriated Balance	To: U. T. System Aircraft Operation- Maintenance and Operation \$18,000 Travel 1,000 Lease Equipment Costs 20,000 <u>\$39,000</u>	7-1-79
	Amount of Transfer	\$39,000		

THE UNIVERSITY OF TEXAS AT ARLINGTON

1978-79 BUDGET

<u>Item No.</u>	<u>Explanation</u>	<u>Present Status</u>	<u>Proposed Status</u>	<u>Effective Dates</u>
13.	Plant Funds Transfer of Funds	From: Unappropriated Balance via Estimated Income (General Funds)	To: Unexpended Plant Funds - Repair and Replacement of Streets and Parking Lots \$85,422	8-1-79
	Amount of Transfer	\$85,422		

THE UNIVERSITY OF TEXAS AT AUSTIN

1978-79 BUDGET

Item No.	Explanation	Present Status	Proposed Status	Effective Dates
75.	Milton E. F. Schoeman Management Salary Rate (12 mos.) Source of Funds: HEW Contract Academic Status: Associate Professor (T) Academic Rate: \$23,200	Social Science Research Associate (Faculty) \$36,000	Social Science Research Associate (Faculty) \$42,000	7-1-79
76.	James C. Wilburn Chemistry Salary Rate Source of Funds: U. S. Navy Contract	Postdoctoral Research Associate \$11,388	Postdoctoral Research Associate \$13,908	7-1-79
77.	International Office - Designated Funds Transfer of Funds Amount of Transfer	From: Sponsored Student Program Unappropriated Balance via Estimated Income \$59,750	To: Sponsored Student Program - Administrative Support \$10,000 Tuition and Fees 49,750 <u>\$59,750</u>	7-1-79
78.	Auxiliary Enterprises - Division of Housing and Food Service - Jester Center Halls Transfer of Funds Amount of Transfer	From: Division of Housing and Food Service Unappropriated Balance via Estimated Income \$26,250	To: Jester Center Halls - Other Expenses \$26,250	7-1-79
79.	Auxiliary Enterprises - Faculty Center Transfer of Funds Amount of Transfer	From: Faculty Center Unappropriated Balance via Estimated Income \$30,000	To: Faculty Center - Other Expenses \$30,000	7-1-79

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THE UNIVERSITY OF TEXAS AT AUSTIN
(Continued)

1978-79 BUDGET

Item No.	Explanation	Present Status	Proposed Status	Effective Dates
80.	Auxiliary Enterprises - Intercollegiate Athletics for Men Transfer of Funds	From: Intercollegiate Athletics for Men Unappropriated Balance	To: Intercollegiate Athletics for Men - Wages \$ 4,500 Other Expenses 154,500 Allocation for Budget Adjustment <u>11,000</u> <u>\$170,000</u>	7-1-79
	Amount of Transfer	\$170,000		
81.	Auxiliary Enterprises - Intercollegiate Athletics for Men Transfer of Funds	From: Intercollegiate Athletics for Men Unappropriated Balance	To: Major Renovation and Improvement Projects - Concession Stands' Roofs and Other Improvements in Memorial Stadium - West Side \$50,000	7-1-79
	Amount of Transfer	\$50,000		
82.	Auxiliary Enterprises - The Texas Union - Union Dining Service Transfer of Funds	From: The Texas Union - Union Dining Service - Unappropriated Balance via Estimated Income \$193,162 Allocation for Budget Adjustments 21,214 The Texas Union - Unallocated <u>119,515</u> <u>\$333,891</u>	To: The Texas Union - Union Dining Service - Salaries and Wages \$109,652 Other Expenses <u>224,239</u> <u>\$333,891</u>	7-1-79
	Amount of Transfer			

THE UNIVERSITY OF TEXAS AT AUSTIN
(Continued)

1978-79 BUDGET

Item No.	Explanation	Present Status	Proposed Status	Effective Dates
83.	Plant Funds Projects Transfer of Funds	From: Unappropriated Balance - Educational and General Funds	To: Plant Funds Projects: Transportation and Moving Expenses - New Buildings \$ 10,000 Moving Expenses - Welch Hall and College of Fine Arts/ Performing Arts Center 30,000 Moving Expenses - Law Library 27,250 Marine Science Institute - Galveston - Engineering and Repair Services to Bulkhead 40,000 Gregory Gym - Recondition Handball/Racquetball Courts 114,000 Chilled Water Distribution System - Expansion of North Section 45,000 Welch Hall Addition - Energy Conservation Projects 20,000 Balcones Research Center Major Improvements 1,500,000 Land Acquisition 1,500,000 Unallocated Teaching Equipment 250,000 Unallocated Teaching and Research Equipment and Research Collections 250,000 Capital Improvements Projects 225,000 <u>\$4,011,250</u>	7-1-79
	Amount of Transfer	\$4,011,250		

Approval is requested to establish the above listed projects. Details of the projects will be presented to the Board at a later date for ratification or approval, as appropriate.

THE UNIVERSITY OF TEXAS AT AUSTIN
(Continued)

1978-79 BUDGET

Item No.	Explanation	Present Status	Proposed Status	Effective Dates
84.	Auxiliary Enterprises - Intercollegiate Athletics for Men Transfer of Funds	From: Intercollegiate Athletics for Men - Unappropriated Balance	To: Major Renovation and Improvement Projects - Concessions Stands - Demolition-West Side \$ 5,000 Interior Finishing and Electrical-West Side 30,000 Sewers and Slabs-West Side <u>45,000</u> <u>\$80,000</u>	8-1-79
	Amount of Transfer	\$80,000		
85.	Auxiliary Enterprises - Intercollegiate Athletics for Men - Dining Facility Transfer of Funds	From: Dining Facility - Unappropriated Balance via Estimated Income	To: Dining Facility - Other Expenses	8-1-79
	Amount of Transfer	\$29,200	\$29,200	
86.	Auxiliary Enterprises - University Housing System Transfer of Funds	From: University Housing System Unappropriated Balance via Estimated Income	To: Littlefield Dormitory - Other Expenses \$ 2,236 Andrews-Carothers Dormitories - Other Expenses <u>2,601</u> <u>\$ 4,837</u>	8-1-79
	Amount of Transfer	\$ 4,837		

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THE UNIVERSITY OF TEXAS AT AUSTIN
(Continued)

1978-79 BUDGET

Item No.	Explanation	Present Status	Proposed Status	Effective Dates
87.	Auxiliary Enterprises - University of Texas Press - Texas Press Journals Transfer of Funds	From: Texas Press Journals - Unappropriated Balance \$17,000 Allocation for Budget Adjust- ments <u>1,000</u> <u>\$18,000</u>	To: Texas Press Journals - Other Expenses \$18,000	 8-1-79
	Amount of Transfer			
88.	Auxiliary Enterprises - Marine Science Institute - Port Aransas Transfer of Funds	From: Unappropriated Balance via Estimated Income \$8,000	To: Operating Expenses \$8,000	 8-1-79
	Amount of Transfer			

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THE UNIVERSITY OF TEXAS AT EL PASO

1978-79 BUDGET

Item No.	Explanation	Present Status	Proposed Status	Effective Dates
3.	Plant Funds Transfer of Funds	From: Unappropriated Balance - Educational and General Funds via Estimated Income	To: Unexpended Plant Funds	
	Amount of Transfer	\$500,000	\$500,000	7-1-79
	Details of proposed projects will be presented to the Board at a later date for ratification or approval, as appropriate.			
4.	Plant Funds Projects Transfer of Funds	From: Plant Funds - Unappropriated Balance	To: Plant Funds Projects - Energy Conservation Grant Program Costs \$ 5,000 Structural Improvements to Special Events Center	
	Amount of Transfer	\$65,000	<u>60,000</u> <u>\$65,000</u>	8-1-79

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THE UNIVERSITY OF TEXAS
HEALTH SCIENCE CENTER AT DALLAS

1978-79 BUDGET

<u>Item No.</u>	<u>Explanation</u>	<u>Present Status</u>	<u>Proposed Status</u>	<u>Effective Dates</u>
70.	Plant Funds Transfer of Funds	From: Unappropriated Balance - Educational and General Funds via Estimated Income	To: Unappropriated Balance - Plant Funds \$1,300,000 Special Equipment 800,000 Minor Repair and Remodel- ing and Improvements Other than Buildings 700,000 <u>\$2,800,000</u>	7-1-79
	Amount of Transfer	\$2,800,000		
	Details of projects will be presented to the Board at a later date for ratification or approval, as appropriate.			
	<u>Dallas Southwestern Medical School</u>			
71.	Diana Marver (Non-tenure) Internal Medicine Salary Rate Source of Funds: American Heart Association and NIH Grants	Assistant Professor \$22,000	Assistant Professor \$28,000	7-1-79

THE UNIVERSITY OF TEXAS MEDICAL BRANCH AT GALVESTON

1978-79 BUDGET

Item No.	Explanation	Present Status			Proposed Status			Effective Dates
		Salary Rate	Augmentation	Total Compensation	Salary Rate	Augmentation	Total Compensation	
	<u>Galveston Medical School</u>							
36.	Kirk S. Dutton (Non-tenure) Psychiatry and Behavioral Sciences Instructor Source of Funds: MSRD	\$ 30,000	\$ 6,500	\$ 36,500	\$ 30,000	\$ 15,000	\$ 45,000	8-1-79
37.	<u>Plant Funds Projects</u>							
	Transfer of Funds - Effective Date: 8-1-79							
	From: Unappropriated Balance via Estimated Income			<u>\$3,000,000</u>				
	To: Capital Improvements Including Equipment:							
	Hospital Equipment Fund			\$1,300,000				
	John Sealy Hospital Area Renovations			980,000				
	Waterproof Exterior of Buildings			50,000				
	Install Trash and Garbage Disposal System			90,000				
	Reroof Allied Health Science, Administration Annex			60,000				
	New Sidewalk and Street Repair			30,000				
	Building Energy Conservation Projects			350,000				
	Relocate Medical Oxygen Storage Tank			50,000				
	Remodel Nursery and Neo-Natal Intensive Care Unit			90,000				
	TOTAL			<u>\$3,000,000</u>				

Details of these projects will be presented to the Board at a later date for approval, or ratification, as appropriate.

THE UNIVERSITY OF TEXAS
HEALTH SCIENCE CENTER AT HOUSTON

1978-79 BUDGET

Item No.	Explanation	Present Status	Proposed Status	Effective Dates
29.	Plant Funds Transfer of Funds Amount of Transfer	From: Unappropriated Balance Educational and General Funds via Estimated Income \$500,000	To: Unexpended Plant Funds - Special Project Allocation Fund \$500,000	7-1-79
Details of projects will be presented to the Board at a later date for ratification or approval, as appropriate.				
	<u>Office of Data Processing</u>	<u>Current Salary Rate</u>	<u>Proposed Salary Rate</u>	
30.	Assistant Director of Data Processing Joseph D. Andrews	\$ 25,800	\$ 30,000	7-1-79
31.	Max E. Harrington	27,800	30,000	7-1-79
	Manager, Systems Programming (from Programmer Analyst III)			
32.	Peter R. Schmidt	22,980	29,508	7-1-79
	Systems Analyst III			
33.	James H. Aduddle	21,492	25,812	7-1-79
34.	Donald E. Chambers	24,564	26,700	7-1-79
35.	Richard A. Landkamer	23,760	27,612	7-1-79
	Programmer Analyst II			
36.	Louise Dalton (from Computer Programmer II)	16,440	20,436	7-1-79

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

1978-79 BUDGET

Item No.	Explanation	Present Status	Proposed Status	Effective Dates
	<u>Office of Data Processing (Continued)</u>	<u>Current Salary Rate</u>	<u>Proposed Salary Rate</u>	
37.	Tam D. Dang Programmer Analyst I (from Computer Programmer I)	18,804	22,584	7-1-79
38.	Do K. Nguyen Computer Programmer I	15,900	19,104	7-1-79
39.	Ronald D. Larson Supervisor II, Computer Operations	14,376	16,716	7-1-79
40.	David L. Vale Computer Operator II (from Computer Operator I)	\$ 18,180	\$ 21,120	7-1-79
41.	George J. Katsaros	10,308	12,792	7-1-79
	<u>Houston Public Health School</u>			
42.	Hardy D. Loe, Jr. (Non-tenure) Administrative Services Associate Professor Source of Funds: Departmental Salaries	\$38,100	\$42,500	8-1-79

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THE UNIVERSITY OF TEXAS
HEALTH SCIENCE CENTER AT SAN ANTONIO

1978-79 BUDGET

Item No.	Explanation	Present Status	Proposed Status	Effective Dates
36.	Plant Funds Projects Transfer of Funds	From: Unappropriated Balance - General Funds via Estimated Income	To: Plant Funds Projects: Office Building Acquisition and Renovation \$1,265,000 Computer Equipment 800,000 <u>\$2,065,000</u>	7-1-79
	Amount of Transfer	\$2,065,000		

Item No.	Explanation	Present Status			Proposed Status			Effective Dates
		Salary Rate	Augmentation	Total Compensation	Salary Rate	Augmentation	Total Compensation	
	<u>San Antonio Medical School</u>							
37.	Paul M. Zeltzer (Non-tenure) Pediatrics Assistant Professor Source of Funds: American Cancer Society (paid direct)	\$ 35,000	---	\$ 35,000	\$ 37,000	---	\$ 37,000	7-1-79
38.	William I. Dittman (Non-tenure) Radiology Assistant Professor Source of Funds: Unallocated Salaries	\$ 39,000	\$ 6,500	\$ 45,500	\$ 41,000	\$ 6,500	\$ 47,500	7-1-79

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THE UNIVERSITY OF TEXAS
SYSTEM CANCER CENTER

1978-79 BUDGET

Item No.	Explanation	Present Status	Proposed Status	Effective Dates
11.	Plant Funds Projects Transfer of Funds	From: Unappropriated Balance General Funds via Estimated Income	To: Plant Funds Projects: Radiology Equipment \$2,000,000 Special Equipment 450,000 Construction Project No. 703-291 - Remodel Existing Building - Equipment 250,000 Allotment Account 3,500,000 Energy Conservation Project 250,000 Patient Recreation Center 300,000 Science Park Building Expansion 250,000 <u>\$7,000,000</u>	7-1-79
	Amount of Transfer	\$7,000,000		

Details of the projects will be presented to the Board at a later date for approval or ratification, as appropriate.

Item No.	Explanation	Present Status			Proposed Status			Effective Dates
		Salary Rate	Augmentation	Total Compensation	Salary Rate	Augmentation	Total Compensation	
12.	M. D. Anderson David L. Larson (Non-tenure) Surgery Assistant Surgeon (Head and Neck Surgery), Assistant Professor of Surgery	\$ 27,000	\$ 13,500	\$ 40,500	\$ 31,500	\$ 13,500	\$ 45,000	8-1-79
	Source of Funds: American Cancer Society Junior Faculty Fellowship Funds							

THE UNIVERSITY OF TEXAS HEALTH CENTER AT TYLER

1978-79 BUDGET

<u>Item No.</u>	<u>Explanation</u>	<u>Present Status</u>	<u>Proposed Status</u>	<u>Effective Dates</u>
6.	Plant Funds Projects Transfer of Funds	From: Unappropriated Balance - General Funds	To: Plant Funds Projects - Energy Conservation Projects \$200,000 Outpatient Clinic Building - Renovation to meet Life Safety Codes 150,000 Renovation of "Unit B" 425,000 Landscaping 125,000 Special Equipment 450,000 <u>\$1,350,000</u>	8-1-79
	Amount of Transfer	\$1,350,000		

Details of the projects will be presented to the Board at a later date for approval or ratification, as appropriate.

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**Academic and Developmental Affairs
Committee**

ACADEMIC AND DEVELOPMENTAL AFFAIRS COMMITTEE
Committee Chairman Blumberg

Date: October 12, 1979

Time: Following the Meeting of the System Administration Committee

Place: Lounge, Student Union Building
Dallas Southwestern Medical School, The University of
Texas Health Science Center at Dallas, Dallas, Texas

	<u>Page</u> <u>A&D</u>
1. U. T. System: <u>Docket of the Chancellor of the System</u>	2
2. U. T. Austin: Proposed Appointment to the E. C. H. Bantel Professorship for Professional Practice in the College of Engineering Effective September 1, 1979	2
3. U. T. Austin: Proposed Appointment to the Carol and Henry Groppe Professorship in Chemical Engineering for Period September 1, 1979 through August 31, 1980	2
4. U. T. Austin: Proposed Appointment to the Sid Richardson Chair in Public Affairs in the Lyndon B. Johnson School of Public Affairs Effective Spring Semester, 1980	3
5. U. T. Austin: Request to Establish the B. M. "Mack" Rankin, Jr. Professorship in Petroleum Land Management in the College of Business Administration	3
6. U. T. Austin: Request for Approval to Retire Football Jersey Number Used by Earl Campbell	4
7. U. T. El Paso: Proposed Amendments to Constitution of Student Association	4
8. U. T. San Antonio: Request to Change Name of the Concentration Institutions of Higher Education to Adult and Higher Education Under the Master of Arts Degree in Education and Report to Coordinating Board (Catalog Change)	5
9. U. T. Tyler: Request to Seek Permission from the Coordinating Board to Establish a Bachelor of Science Degree in Nursing (Catalog Change)	5

1. U. T. System: Docket No. 6 of the Chancellor of the System.--

RECOMMENDATION

It is recommended that Docket No. 6 of the Chancellor of the System be approved.

It is requested that the Committee confirm that authority to execute contracts, documents, or instruments approved therein has been delegated to the officer or official executing same.

2. U. T. Austin: Proposed Appointment to the E. C. H. Bantel Professorship for Professional Practice in the College of Engineering Effective September 1, 1979.--

RECOMMENDATION

President Flawn and Chancellor Walker recommend that Dr. William G. Lesso be named as the first holder of the E. C. H. Bantel Professorship for Professional Practice in the College of Engineering for the period September 1, 1979 through August 31, 1980. This recommendation has the support of Dr. Earnest F. Gloyna, Dean of the College of Engineering, and the College of Engineering's Ad Hoc Committee on Professorships. A nine-month salary increment of \$5,000 will be provided by the Professorship beginning September 1, 1979.

BACKGROUND INFORMATION

Approval of this nomination is contingent upon regental approval of the establishment of the E. C. H. Bantel Professorship for Professional Practice presented in the current agenda of the Lands and Investments Committee.* The Professorship will honor the late E. C. H. Bantel who taught in the College of Engineering from 1901 to 1954 and served as Assistant Dean of the College from 1913 to 1944.

Dr. Lesso has made many contributions to the engineering profession as an educator and teacher, and has provided leadership in the area of operations research. He is a distinguished author, lecturer, and consultant.

(*See Item 1, Page L&I 29 for recommendation to establish this Professorship.)

3. U. T. Austin: Proposed Appointment to the Carol and Henry Groppe Professorship in Chemical Engineering for Period September 1, 1979 through August 31, 1980.--

RECOMMENDATION

President Flawn and Chancellor Walker recommend that Dr. J. Tinsley Oden, Professor of Aerospace Engineering and Engineering Mechanics, be appointed to the Carol and Henry Groppe Professorship for the period September 1, 1979 through August 31, 1980. This recommendation has the support of Dean Earnest F. Gloyna and the College of Engineering's Ad Hoc Committee on Professorships. A nine-month salary increment of \$5,000 will be provided by the Professorship beginning September 1, 1979.

BACKGROUND INFORMATION

The Carol and Henry Groppe Professorship was established by the Board of Regents on October 20, 1978, with the acceptance of a gift by Mr. and Mrs. Henry Groppe to endow the Professorship. Mr. Groppe is a 1946 graduate of The University of Texas at Austin with a degree in Chemical Engineering.

Dr. Oden is internationally known for his outstanding work in computational mechanics, and is the Director of the Texas Institute of Computational Mechanics. He is the author of numerous articles and books on the subject, and is a fellow of the American Academy of Mechanics and former President of the Society of Engineering Science.

Your attention is called to the fact that appointments to this Professorship would normally be limited to chemical engineers, but arrangements have been made at U. T. Austin with the full agreement of Carol and Henry Groppe for the appointment of Professor Oden, an Aerospace Engineer, to this Professorship.

4. U. T. Austin: Proposed Appointment to the Sid Richardson Chair in Public Affairs in the Lyndon B. Johnson School of Public Affairs Effective Spring Semester, 1980.--

RECOMMENDATION

President Flawn and Chancellor Walker recommend approval to appoint Professor Wilbur Cohen as the initial holder of the Sid Richardson Chair of Public Affairs in the Lyndon B. Johnson School of Public Affairs at The University of Texas at Austin. The Chair was established by the Board of Regents on March 26, 1976. The appointment to this position would begin with the start of the Spring Semester, 1980. Professor Cohen's salary on a nine month basis would be \$52,000, of which \$22,000 would be provided from the Chair's endowment.

BACKGROUND INFORMATION

Professor Cohen, former Secretary of the Department of Health, Education, and Welfare, has had a distinguished career as a teacher, administrator, researcher, and policy-maker and is the author of books and articles in the fields of health and education. A former dean of the School of Education at The University of Michigan, he has also been the recipient of awards for distinguished service in health, education, and welfare including the Rockefeller Public Service Award and the Jane Addams Award. Professor Cohen has excellent credentials both as a scholar and as an administrator, and would be an outstanding addition to the faculty of the Lyndon B. Johnson School of Public Affairs.

5. U. T. Austin: Request to Establish the B. M. "Mack" Rankin, Jr. Professorship in Petroleum Land Management in the College of Business Administration.--

RECOMMENDATION

Chancellor Walker reports that The Business School Foundation (an external foundation) has expressed the desire that a B.M. "Mack" Rankin, Jr. Professorship in Petroleum Land Management be established in the College of Business Administration at The University of Texas at Austin. President Flawn and Chancellor Walker recommend that this professorship to be funded by The Business School Foundation be established in accordance with the Regents' Rules and Regulations. The funds for the professorship will be held in The Business School Foundation and administered per the agreement with the Foundation.

BACKGROUND INFORMATION

Mr. Rankin gave 4,000 shares of McMoRan Oil and Gas Company common stock with a value of \$100,000 to The Business School Foundation to fund the professorship. Mr. Rankin, who graduated from U. T. Austin with a B. B. A. in 1950, is presently an independent oil operator. In January, 1977, he retired from active management of McMoRan Oil and Gas Company where he served as Co-Chairman of the Board and Chairman of the Executive Committee. He remains as consultant and member of the Board and the Executive Committee and majority stockholder of McMoRan Oil and Gas Company.

6. U. T. Austin: Request for Approval to Retire Football Jersey Number Used by Earl Campbell.--

RECOMMENDATION

Chancellor Walker concurs with the recommendation made by former President Rogers that football jersey number 20, used by Earl Campbell during his years as a member of The University of Texas at Austin football team, be retired. This recommendation, which has the support of President Flawn and was approved unanimously by the U.T. Austin Athletics Council, is made to commemorate Mr. Campbell's achievements as a university athlete. Mr. Campbell attained the highest honor a collegiate football player can receive when he was awarded the 1977 Heisman Trophy.

BACKGROUND INFORMATION

Earl Campbell, a graduate of U.T. Austin, played football at the University from 1974 to 1977. His outstanding accomplishments in athletics and in sportsmanship as a professional football player continue to reflect credit on The University of Texas at Austin.

7. U. T. El Paso: Proposed Amendments to Constitution of Student Association.--

RECOMMENDATION

It is recommended by President Templeton and Chancellor Walker that Sections 1, 3 and 9 of Article II and Section 3 of Article III of the Constitution of the Student Association at The University of Texas at El Paso be amended to read as follows:

ARTICLE II

- Section 1. All Executive and Legislative powers shall be vested in a Student Council composed of an Internal Affairs Vice-President, an External Affairs Vice-President, and fifteen (15) [sixteen-(16)] members and five (5) alternate members selected at large in a General Election of the Student Association.
- Section 3. The Council seats, except the seats of the Student Association President, [and] the Internal Affairs Vice-President, and the External Affairs Vice-President, shall be filled by the required number of candidates receiving the greatest number of votes. Each student shall vote for no more than three (3) candidates for Council seats.
- Section 9. The offices of the Student Association Internal Affairs Vice-President and Student Association External Affairs Vice-President shall be filled by the candidate in each race receiving a majority of the votes cast [in-this-race] in a

General Election. Each student shall vote for no more than one (1) candidate [:-] for the office of Student Association Internal Affairs Vice-President and for no more than one (1) candidate for the office of Student Association External Affairs Vice-President.

ARTICLE III

Section 3. The Office of Student Association External Affairs Vice-President shall be filled by the candidate receiving a majority of votes cast in a General Election. The External Affairs Vice-President shall have the following powers and duties: [The-Council-shall-elect,-by-2/3-Roll-Call-Vote,-from-among-its-membership-an-External-Affairs-Vice-President who-shall-have-the-following-powers-and-duties:]

- a. To act as liaison between the Student Association and local, state, and national student organizations.
- b. To preside over Sessions of the Council in the absence of the Internal Affairs Vice-President.
- c. To recommend to the Council students to travel on Student Association funds.

BACKGROUND INFORMATION

These changes have been reviewed and approved by the Office of General Counsel. They do not alter the structure or functions of the Student Association, but provide only for the election of the External Affairs Vice-President by the Student Body instead of the Student Council. The changes were approved by the Student Body in the 1979 spring election.

If these amendments are approved, the full text of the Constitution will be incorporated in the Minutes.

8. U. T. San Antonio: Request to Change Name of the Concentration Institutions of Higher Education to Adult and Higher Education Under the Master of Arts Degree in Education and Report to Coordinating Board (Catalog Change).--

RECOMMENDATION

President Wagener and Chancellor Walker request approval to change the name of the concentration Institutions of Higher Education to Adult and Higher Education, under the Master of Arts Degree in Education. This change is a name change only and more accurately reflects the current program emphases in the concentration. No additional faculty or funds will be required as a result of the title change.

If approved by the Board of Regents, this change will be sent to the Coordinating Board for its information and appropriate action. The change will be reflected in U.T. San Antonio's 1980-82 catalog.

9. U. T. Tyler: Request to Seek Permission from the Coordinating Board to Establish a Bachelor of Science Degree in Nursing (Catalog Change).--

RECOMMENDATION

President Stewart and Chancellor Walker recommend approval to establish a Bachelor of Science Degree in Nursing at The University of Texas at Tyler. This program would be an addition to the upper division nursing education currently authorized only for registered nurses who have completed an associate degree or a diploma program in nursing. If approved by the Board of Regents, the proposal will be transmitted to the Coordinating Board for its approval.

BACKGROUND INFORMATION

The Texas Eastern School of Nursing, an independent educational entity located in Tyler, currently operates a three-year diploma program in nursing education. Its Board of Directors has, however, requested The University of Texas System to establish a baccalaureate nursing program at U.T. Tyler, since trends in nursing education are moving rapidly toward the baccalaureate degree as the basic preparation for professional nurses. Upon Regental and Coordinating Board approval of this proposal, the Texas Eastern School of Nursing will begin the phasing out of its three-year diploma program and U.T. Tyler will initiate the baccalaureate degree program upon receipt of legislative funding.

Since Tyler is located in one of two regions within the State that does not offer an unrestricted BSN education, the program is needed. Clinical facilities, including the U.T. Health Center at Tyler, and instructional personnel are available to support it. The program will be financed with formula generated funds when it becomes operational.

Secretary's Note: If this recommendation is approved, the minute order will reflect that after the program is approved by the Coordinating Board, the next appropriate catalog published will be amended to reflect this action.

Buildings & Grounds Committee

BUILDINGS AND GROUNDS COMMITTEE
SUPPLEMENTAL INFORMATION

October 11-12, 1979

U. T. AUSTIN

8. College of Business Administration and Graduate School of Business - Facilities Improvements and Expansion: Recommended Architectural Firms. --

① GRAEBER, SIMMONS & COWAN, INC. AUSTIN, TEXAS
BARNES LANDES GOODMAN & YOUNGBLOOD AUSTIN, TEXAS
WILSON STOELTJE MARTIN AUSTIN, TEXAS
PAGE SOUTHERLAND PAGE AUSTIN, TEXAS
JESSEN ASSOCIATES AUSTIN, TEXAS

10. Pedestrian Plaza Improvements and New Landscape Planting Over Site of Texas Experimental Tokamak (TEXT) Project in Robert Lee Moore Hall: Recommended Architectural Firms. --

① JOHN C. ROBINSON, JR. AUSTIN, TEXAS
COFFEE & CRIER ARCHITECTS AUSTIN, TEXAS
WILSON STOELTJE MARTIN AUSTIN, TEXAS

11. Refurbishment of 1941 Music Building: Recommended Architectural Firms. --

① WILSON STOELTJE MARTIN AUSTIN, TEXAS
GRAEBER, SIMMONS & COWAN, INC. AUSTIN, TEXAS
' O'CONNELL PROBST ZELSMAN
& GROBE, INC. AUSTIN, TEXAS

14. Temporary Surge Facilities at Wooldridge Hall: Recommended Architectural Firms. --

① PFLUGER & POLKINGHORN AUSTIN, TEXAS
DAILY & WANN AUSTIN, TEXAS
JOHN C. ROBINSON, JR. AUSTIN, TEXAS
R. J. LACKEY AUSTIN, TEXAS

DALLAS HEALTH SCIENCE CENTER

16. Addition of Two Floors to the Florence Bioinformation Center: Recommended Architectural Firms. --

① FISHER & SPILLMAN ARCHITECTS, INC. DALLAS, TEXAS
HARPER KEMP CLUTTS & PARKER DALLAS, TEXAS
HARWOOD K. SMITH & PARTNERS, INC. DALLAS, TEXAS
HARRELL & HAMILTON DALLAS, TEXAS

BUILDINGS AND GROUNDS COMMITTEE
Committee Chairman Law

Date: **October 11, 1979 -** **If there are unfinished items, the Committee will reconvene on October 12, 1979, following the meeting of the Academic and Developmental Affairs Committee**

Time: **1:30 p. m.**

Place: **Lounge, Student Union Building**
Dallas Southwestern Medical School, The University of Texas Health Science Center at Dallas, Dallas, Texas

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U. T. ARLINGTON

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| 4. | Student Housing - Initial Phase: Request for Approval of Final Plans and for Authorization to Advertise for Bids | 6 |
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U. T. AUSTIN

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| 6. | Animal Resources Center - Completion of Project - Humidity Control Improvements: Report of Contract Award by U. T. Austin Administration to Central Mechanical, Inc., Austin, Texas | 7 |
| 7. | Facilities Improvements for School of Architecture: Request for (a) Approval of Preliminary Plans (Remodeling of Three Existing Buildings - Goldsmith Hall, Sutton Hall and West Mall Office Building - Plus New Construction at Goldsmith Hall and Site Development); (b) Authorization to Prepare Final Plans for Phase I (Remodeling of Goldsmith Hall and Sutton Hall, New Construction at Goldsmith Hall, and Site Development); and (c) Additional Appropriation | 8 |

8. College of Business Administration and Graduate School of Business: Request for: (a) Feasibility Study for Facilities Improvements; (b) Appointment of Consulting Architect; and (c) Appropriation 9
 9. Engineering Teaching Center II: Request for: (a) Modification and Completion of Authorized Project; (b) Authorization to Prepare Revised Final Plans; and (c) Appropriation 9
 10. Pedestrian Plaza Improvements and New Landscape Planting Over Site of Texas Experimental Tokamak (TEXT) Project in Robert Lee Moore Hall: Request for (a) Project; (b) Appointment of Project Architect to Prepare Final Plans; and (c) Appropriation 10
 11. Refurbishment of 1941 Music Building: Request for (a) Project; (b) Appointment of Project Architect; and (c) Appropriation 10
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- U. T. EL PASO
15. College of Business Administration Classroom and Office Building: Request for (a) Approval of Preliminary Plans; (b) Authorization to Prepare Final Plans; and (c) Appropriation 12
- DALLAS HEALTH SCIENCE CENTER
16. Addition of Two Floors to the Florence Bioinformatics Center: Request for (a) Project; (b) Appointment of Project Architect to Prepare Preliminary Plans; and (c) Appropriation 13

GALVESTON MEDICAL BRANCH

17. Galveston Medical School - Libbie Moody Thompson Basic Science Building: Request for (a) Authorization to Renovate Second, Fifth and Sixth Floors and to Submit Project to Coordinating Board; (b) Subject to Coordinating Board Approval, Authorization to Prepare Final Plans, Bidding and Completion of Project; and (c) Appropriation of Project Funding 14
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**UNIVERSITY CANCER CENTER AND
HOUSTON HEALTH SCIENCE CENTER**

19. Request for Approval in Principle to Grant Easement to the Texas Medical Center Heating and Cooling Cooperative Association for Construction of an Electrical Substation 15

TYLER HEALTH CENTER

20. Landscaping, Irrigation and Site Improvements, Phase I: Request for (a) Project and Authorization to Submit to Coordinating Board; (b) Authorization to Prepare Final Plans; and (c) Appropriation 17

U. T. AUSTIN

21. Brackenridge-Deep Eddy Apartments (Housing Units): Report and Recommendations 17

1. U. T. ARLINGTON: PEDESTRIAN BRIDGE (PROJECT NO. 301-246) - RECOMMENDED AWARD OF CONTRACT TO ED A. WILSON, INC., FORT WORTH, TEXAS, AND ADDITIONAL APPROPRIATION FOR REVISED TOTAL PROJECT COST

RECOMMENDATIONS

President Nedderman and Chancellor Walker recommend that the Board:

- a. Authorize the U. T. Arlington Administration to award the construction contract for the Pedestrian Bridge to the lowest responsible bidder, Ed A. Wilson, Inc., Fort Worth, Texas, in the base bid amount of \$236,213.00
- b. Authorize a revised total project cost of \$255,000.00 to cover the recommended construction contract award, site development, fees and related project expenses
- c. Appropriate additional funds in the amount of \$35,000.00 from Ad Valorem tax proceeds to provide for the total project cost

BACKGROUND INFORMATION

In accordance with authorization of the Board of Regents at its meeting on July 26, 1979, bids were called for and were received, opened and tabulated on September 6, 1979, as shown below for the Pedestrian Bridge at The University of Texas at Arlington:

<u>Bidder</u>	<u>Base Bid</u>	<u>Bidder's Bond</u>
Chisholm Trail Construction Co., Inc. Fort Worth, Texas	\$287,000.00	5%
J & W Equipment Company, Inc., Boston, Texas	255,875.00	5%
Walker Construction Company, Fort Worth, Texas	264,000.00	5%
Ed A. Wilson, Inc., Fort Worth, Texas	236,213.00	5%

All bids received exceeded the final construction cost estimate of \$194,000.00 prepared by the Project Architect, Mikusek-Marsee & Associates, Arlington, Texas.

An analysis of the lowest responsible bid of \$236,213.00 indicates that higher costs are attributed to rising cost of concrete and lack of competitive bidding due to increased construction in all major cities where precasting contractors operate.

Rebidding would not result in lower bids. To avoid increased escalation in prices, the Office of Facilities Planning and Construction and U. T. Arlington recommend proceeding with the bridge construction to meet the urgent need for a safe crossing over Mitchell Street from existing parking areas. This project will be funded from Ad Valorem Tax Proceeds.

2. U. T. ARLINGTON: SCHOOL OF NURSING, INCLUDING GENERAL CLASSROOM AND OFFICE FACILITIES (PROJECT NO. 301-292) - REQUEST FOR ADDITIONAL APPROPRIATION TO PAY FEES FOR COMPLETION OF APPROVED FINAL PLANS

RECOMMENDATIONS

President Nedderman and Chancellor Walker recommend that the Board appropriate \$111,710 from Ad Valorem Tax Funds for professional fees due the Project Architect, Geren Associates, Fort Worth, Texas for the approved final plans on the U. T. Arlington School of Nursing, including general classroom and office facilities.

BACKGROUND INFORMATION

In June 1979 final plans were approved by the Board for the U. T. Arlington School of Nursing, including General Classroom and Office Facilities at a revised total project cost of \$14,200,000. Authorization to advertise for bids subject to approval by the Coordinating Board and clarification of project funding was granted at that time. An additional appropriation of \$111,710 is needed to pay the Project Architect, Geren Associates, for fees due on the completed final plans.

- U. T. ARLINGTON: STADIUM (MULTIPURPOSE ATHLETIC FACILITY) (PROJECT NO. 301-364): PROPOSED INSCRIPTION FOR PLAQUE SUBJECT TO AUTHORIZATION FOR NAME. --

RECOMMENDATION

President Nedderman and Chancellor Walker recommend that the inscription set out below be approved for the plaque to be placed on the Stadium (Multipurpose Athletic Facility) at The University of Texas at Arlington subject to the name of the stadium being authorized by the Committee of the Whole (Item 5, Page C of W-6):

MAVERICK STADIUM

1978

BOARD OF REGENTS

Allan Shivers, Chairman
Dan C. Williams, Vice-Chairman
James E. Bauerle, D.D.S.
Jane Weinert Blumberg
(Mrs. Roland K.)
Edward Clark
Sterling H. Fly, Jr., M.D.
Jess Hay
Thos. H. Law
Walter G. Sterling

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

Schricket, Rollins and Associates,
Inc., Land Planners - Engineers
Project Architect
Walker Construction Company
Contractor

BACKGROUND INFORMATION

At the December 1, 1978 Board meeting, the construction contract was awarded for the Stadium (Multipurpose Athletic Facility) at The University of Texas at Arlington. This project is scheduled for completion in Summer 1980.

4. U. T. ARLINGTON: STUDENT HOUSING - INITIAL PHASE (PROJECT NO. 301-402) - REQUEST FOR APPROVAL OF FINAL PLANS AND FOR AUTHORIZATION TO ADVERTISE FOR BIDS

RECOMMENDATIONS

President Nedderman and Chancellor Walker recommend that the Board:

- a. Approve the final plans and specifications for the Student Housing - Initial Phase at an estimated project cost of \$3,143,390
- b. Authorize the Office of Facilities Planning and Construction to advertise for bids which will be presented at a future Board meeting for consideration

BACKGROUND INFORMATION

In accordance with authorization of the Board of Regents at its meeting on June 1, 1979, final plans and specifications for the construction of Student Housing - Initial Phase at The University of Texas at Arlington have been prepared by the Project Architect, Geren Associates, Fort Worth, Texas. These plans and specifications provide for housing for 164 students in four buildings in the base bid plus an alternate bid, if funds are available, for one additional building to house 48 students (total 212 students). This project was approved by the Coordinating Board at their meeting on July 24-25, 1979.

This project will be funded from Revenue Bond Proceeds and Auxiliary Enterprises Balances.

5. U. T. ARLINGTON: REQUEST TO WAIVE UNDERGROUND EASEMENT POLICY AND TO GRANT TEXAS ELECTRIC SERVICE COMPANY EASEMENT TO PROVIDE GUY WIRE INSTALLATION ALONG BORDER STREET

RECOMMENDATIONS

President Nedderman and Chancellor Walker recommend that an easement be granted to Texas Electric Service Company for a guy wire installation on campus property in connection with the widening of Border Street at The University of Texas at Arlington.

BACKGROUND INFORMATION

In order to provide structural support for an electric service pole on U. T. Arlington property involved in the widening of Border Street, the Texas Electric Service Company has requested an easement 5 feet by 15 feet for a guy wire installation. The requested linear easement is on Lot 25-B, Lampe Addition more particularly described in a deed recorded in Volume 4970, Page 57, Deed Records, Tarrant County, Texas. The proposed easement is more fully described in the easement document which will be available for examination at the Board meeting.

SECRETARY'S NOTE: On December 7, 1973, the following policy was adopted:

"All utility easements shall be put underground; in case it is absolutely necessary to have an overhead line, the easement will contain a provision that upon the University's request the grantee will relocate the line underground."

6.

U. T. AUSTIN: ANIMAL RESOURCES CENTER - COMPLETION OF PROJECT (PROJECT NO. 102-423) HUMIDITY CONTROL IMPROVEMENTS - REPORT OF CONTRACT AWARD BY U. T. AUSTIN ADMINISTRATION TO CENTRAL MECHANICAL, INC., AUSTIN, TEXAS

RECOMMENDATIONS

President Flawn and Chancellor Walker recommend that the Board:

- a. Ratify the action taken by the Administration of U. T. Austin in awarding the contract for the Humidity Control Improvements at the U. T. Austin Animal Resources Center to the lowest responsible bidder, Central Mechanical, Inc., Austin, Texas, in the base bid amount of \$147,400
- b. Approve a total project cost of \$225,000 to cover the construction contract award, air balancing, fees and miscellaneous expenses within previously appropriated funds

BACKGROUND INFORMATION

In accordance with authorization given at the Regents' meeting held July 26, 1979, bids were called for and were received, opened and tabulated on August 28, 1979, as shown below for Animal Resources Center - Completion of Project - Humidity Control Improvements at The University of Texas at Austin.

<u>Bidder</u>	<u>Base Bid</u>	<u>Bid Bond</u>
Air Conditioning, Inc., Austin, Texas	\$177,000.00	5%
J. M. Boyer, Inc., Austin, Texas	187,800.00	5%
Central Mechanical, Inc., Austin, Texas	147,400.00	5%
Fox & Hearn, Inc., Austin, Texas	169,200.00	5%
Porter Plumbing & Heating Co., Inc., Austin, Texas	182,500.00	5%
Way Engineering Company, Inc. Austin, Texas	192,000.00	5%

The U. T. Austin Administration, as authorized at the July 26, 1979 Board meeting, has awarded a construction contract to Central Mechanical, Inc., the lowest responsible bidder, for the U. T. Austin Animal Resources Center, Humidity Control Improvements for a total construction award of \$147,400.

✓ U. T. AUSTIN: FACILITIES IMPROVEMENTS FOR THE SCHOOL OF ARCHITECTURE (PROJECT NO. 102-389) - (a) PRESENTATION OF PRELIMINARY PLANS (REMODELING OF THREE EXISTING BUILDINGS - GOLDSMITH HALL, SUTTON HALL AND WEST MALL OFFICE BUILDING - PLUS NEW CONSTRUCTION AT GOLDSMITH HALL AND SITE DEVELOPMENT); (b) REQUEST TO PREPARE FINAL PLANS FOR PHASE I (REMODELING OF GOLDSMITH HALL AND SUTTON HALL, NEW CONSTRUCTION AT GOLDSMITH HALL, AND SITE DEVELOPMENT); AND (c) ADDITIONAL APPROPRIATION THEREFOR

RECOMMENDATIONS

President Flawn and Chancellor Walker recommend that the Board:

- a. Approve the preliminary plans and specifications for facilities improvements to the School of Architecture at an estimated current construction cost of \$14,000,000. These plans and specifications involve the long range development for the School of Architecture
- b. Authorize proceedings with final plans for Phase I only (remodeling of Goldsmith Hall and Sutton Hall, new construction at Goldsmith Hall and site development) at an estimated construction cost not to exceed \$12,350,000 exclusive of fees, contingencies, administrative costs, escalation and equipment. The Architect is directed to explore all possible cost savings that may be made to reduce the project cost
- c. Appropriate additional funds in the amount of \$685,000 from the Available University Fund for fees and related project expenses through completion of final plans and specifications for Phase I

BACKGROUND INFORMATION

In accordance with authorization of the Board of Regents at its meeting on October 20, 1978, preliminary plans and specifications for the facilities improvements for the School of Architecture at The University of Texas at Austin have been prepared by the Project Architect, Thomas Booziotis & Associates, Dallas, Texas and Chartier Newton, Austin, Texas. The scope of the preliminary design includes site development, phased remodeling of three existing buildings (Goldsmith Hall, Sutton Hall and West Mall Office Building) and new construction at Goldsmith Hall for a long range ultimate development estimated at a current construction cost of \$14,000,000.

The Administration of U. T. Austin recommends approval of the preliminary design for the ultimate development with cost reservations and direction that the new construction of Goldsmith Hall be reduced with all considerations feasible. Additionally, final plans for the future remodeling of the West Mall Office Building will be deferred pending available funding.

The new space at Goldsmith Hall would cost approximately \$3.23 per square foot per year for maintenance and operation, including utilities, based on Fiscal Year 1978 experience.

Proceeding with Phase I of the facilities improvements for the School of Architecture will correct many space deficiencies which have long existed.

8. U. T. AUSTIN: COLLEGE OF BUSINESS ADMINISTRATION AND GRADUATE SCHOOL OF BUSINESS - REQUEST FOR FEASIBILITY STUDY FOR FACILITIES IMPROVEMENTS AND EXPANSION, APPOINTMENT OF CONSULTING ARCHITECT AND APPROPRIATION THEREFOR

RECOMMENDATIONS

President Flawn and Chancellor Walker recommend that the Board:

- a. Authorize a feasibility study for Facilities Improvements and Expansion of the College of Business Administration and the Graduate School of Business
- b. Appoint a Consulting Architect from a list to be submitted at the meeting to work with a Planning Committee from U. T. Austin and the Office of Facilities Planning and Construction in preparing a feasibility study and cost estimate, with recommendations to be presented at a future Board meeting for consideration
- c. Appropriate \$20,000 from Available University Fund for the feasibility study including fees and related expenses

BACKGROUND INFORMATION

The U. T. Austin Faculty Building Advisory Committee reviewed the requested space needs of the College of Business Administration and the Graduate School of Business. At the request of the Committee, President Flawn recommends that a feasibility study be initiated to define cost estimates for various alternatives for solving space deficiencies through remodeling of existing facilities and any required new construction. This project will be funded from Permanent University Fund Bond proceeds and Available University Funds.

9. U. T. AUSTIN: ENGINEERING TEACHING CENTER II (PROJECT NO. 102-171) - REQUEST MODIFICATION AND COMPLETION OF AUTHORIZED PROJECT, AUTHORIZATION FOR PREPARATION OF REVISED FINAL PLANS AND APPROPRIATION THEREFOR

RECOMMENDATIONS

President Flawn and Chancellor Walker recommend that the Board:

- a. Authorize modification and expansion of the U. T. Austin Engineering Teaching Center II to provide space for the Department of Mechanical Engineering and other related College of Engineering programs in a building of approximately 200,000 gross square feet at an estimated total (purely estimated) project cost of \$16,000,000
- b. Authorize the Administration of U. T. Austin, the Office of Facilities Planning and Construction and the Project Architect, Page Southerland Page, Austin, Texas, to develop the modifications through preparation of the final revised-plans and cost estimate which will be presented to a future meeting of the Board for consideration
- c. Appropriate \$280,000 from Available University Fund toward additional fees for modification of previously completed final plans

BACKGROUND INFORMATION

Richard
To meet the urgent space needs for the U. T. Austin College of Engineering, the Faculty Building Advisory Committee has endorsed the concept of revising the completed final plans for Engineering Teaching Center II to expand the original project from five to eight levels. Additionally, the deletion of the Nuclear Reactor Facility is requested.

In September 1972 the final plans for Engineering Teaching Center II were approved at an estimated total project cost of \$6,000,000. Bidding and construction of the building was deferred pending completion of funding. The project has remained dormant since that time with a resulting space deficiency for the College of Engineering. The original structural design was prepared for expansion of three floors. Re-activation of the project for necessary revisions to the final plans is desirable at this time to meet growing enrollment needs in the College of Engineering. This project will be funded from Permanent University Fund Bond proceeds and Available University Fund.

10 ✓ U. T. AUSTIN - PEDESTRIAN PLAZA IMPROVEMENTS AND NEW LANDSCAPE PLANTING OVER SITE OF TEXAS EXPERIMENTAL TOKAMAK (TEXT) PROJECT IN ROBERT LEE MOORE HALL: REQUEST FOR PROJECT; APPOINTMENT OF PROJECT ARCHITECT TO PREPARE FINAL PLANS; AND APPROPRIATION THEREFOR

RECOMMENDATIONS

President Flawn and Chancellor Walker recommend that the Board:

- a. Authorize Pedestrian Plaza Improvements and New Landscape Planting for Robert L. Moore Hall at an estimated total project cost of \$150,000
- b. Appoint a Project Architect from a list to be submitted at the meeting to prepare final plans and cost estimate to be presented at a future Board meeting for consideration
- c. Appropriate \$8,500 from Available University Fund for fees and related project expenses through completion of final plans

BACKGROUND INFORMATION

In October 1978 the Board awarded a construction contract for modifications of the existing underground laboratory to accommodate a new and larger Texas Experimental Tokamak machine and ancillary equipment. The project is approximately 90% complete. Upon completion, it will be necessary to reconstruct an improved plaza with landscape planting over the site of construction. This improvement project at an estimated total project cost of \$150,000 can be expedited by the authorization for preparation of final plans and specifications at this time. This project will be funded from the Available University Fund.

11. U. T. AUSTIN: REFURBISHMENT OF 1941 MUSIC BUILDING - REQUEST FOR PROJECT AUTHORIZATION; APPOINTMENT OF PROJECT ARCHITECT TO PREPARE FINAL PLANS; AND APPROPRIATION THEREFOR

RECOMMENDATIONS

President Flawn and Chancellor Walker recommend that the Board:

- a. Authorize refurbishment of the 1941 Music Building (except Recital Hall) for use by the College of Liberal Arts at an estimated total project cost not to exceed \$500,000
- b. Appoint a Project Architect from a list to be submitted at the meeting to prepare final plans and cost estimate to be presented at a future Board meeting for consideration
- c. Appropriate \$24,500 from Available University Fund for fees and related project expenses through completion of final plans

BACKGROUND INFORMATION

It is anticipated that the Summer 1980 completion of new music facilities will permit the existing 1941 Music Building, with the exception of the Recital Hall, to be refurbished for use by the College of Liberal Arts presently housed in a portion of Sutton Hall. The move from Sutton Hall will make that building available for renovation as part of the School of Architecture Facilities Improvement project. The refurbishment of the 1941 Music Building will include the addition of an elevator, other improvements for the physically handicapped, repainting, minor partition, and various electrical changes at an estimated project cost not to exceed \$500,000. Authorization for preparation of final plans will expedite the refurbishment process to be activated when the building becomes vacant. This project will be funded from the Available University Fund.

12. U. T. AUSTIN: ROBERT A. WELCH HALL - RENOVATION OF INITIAL (1929) BUILDING (PROJECT NO. 102-407) - REQUEST FOR APPROVAL OF FINAL PLANS AND FOR AUTHORIZATION TO ADVERTISE FOR BIDS

RECOMMENDATIONS

President Flawn and Chancellor Walker recommend that the Board:

- a. Approve the final plans and specifications for the renovation of the initial portion of Robert A. Welch Hall at an estimated project cost of \$11,700,000
- b. Authorize the Office of Facilities Planning and Construction to advertise for bids which will be presented at a future Board meeting for consideration

BACKGROUND INFORMATION

In accordance with authorization of the Board of Regents at its meeting on March 29, 1979, final plans and specifications for the renovation of the initial portion of Robert A. Welch Hall at The University of Texas at Austin have been prepared by the Project Architect, Graeber, Simmons and Cowan, Austin, Texas.

Renovation of this fifty year old building includes improving the mechanical, electrical, and utility systems; new laboratory furniture and fume hoods; access for mobility impaired persons; contemporary safety devices; refurbishment of all interior spaces, including preservation of original hand decorated ceiling areas; cleaning of masonry exterior and repainting of trim; and site improvements including landscape planting.

This project will be funded from Permanent University Fund Bond Proceeds and Available University Fund.

13. U. T. AUSTIN: ADDITION TO ROBERT A. WELCH HALL - COMPLETION OF PROJECT (PROJECT NO. 102-196) - FUME HOOD IMPROVEMENTS - REQUEST FOR APPROVAL OF FINAL PLANS, AUTHORIZATION TO ADVERTISE FOR BIDS AND APPROPRIATION FOR FEES

RECOMMENDATIONS

President Flawn and Chancellor Walker recommend that the Board:

- a. Approve the final plans and specifications for the Fume Hood Improvements for the Addition to Robert A. Welch Hall at U. T. Austin at an estimated project cost of \$430,000
- b. Authorize the Office of Facilities Planning and Construction to advertise for bids which will be presented at a future Board meeting for consideration
- c. Appropriate funds in the amount of \$35,000 from the Available University Fund for fees and related project expenses through completion of Final Plans and Specifications

BACKGROUND INFORMATION

A contract for an Addition to Robert A. Welch Hall at U. T. Austin was awarded in December 1974 and was completed in 1978. After occupancy of the laboratory facilities in the building, it was determined that the originally specified fume hood exhaust system is deficient and that remedial action is necessary to meet Life Safety Code provisions for scientific research. Corrective work requiring 15 new fume exhaust systems, modifications to 6 existing fume exhaust systems and associated electrical and control modifications needs to be added to the existing 107 fume hoods and 14 special ventilator cabinets and is estimated to cost approximately \$430,000.

The engineering plans are now ready for bidding.

14. U. T. AUSTIN: TEMPORARY SURGE FACILITIES AT WOOLDRIDGE HALL - REQUEST FOR PROJECT AUTHORIZATION; APPOINTMENT OF PROJECT ARCHITECT TO PREPARE FINAL PLANS; AND APPROPRIATION THEREFOR

RECOMMENDATIONS

President Flawn and Chancellor Walker recommend that the Board:

- a. Authorize a project for Temporary Surge Facilities at Wooldridge Hall for interim use by the School of Architecture at an estimated total project cost of \$250,000
- b. Appoint a Project Architect from a list to be submitted at the meeting to prepare final plans and cost estimate to be presented at a future Board meeting for consideration
- c. Appropriate \$16,000 from Available University Fund for fees and related project expenses through completion of final plans

BACKGROUND INFORMATION

During the Summer of 1980 the proposed start of construction of the School of Architecture Facilities Improvement project will necessitate vacation of significant portions of Sutton Hall and Goldsmith Hall to accommodate a construction schedule for new construction and remodeling of the existing buildings. The needed surge space can be provided through use of Wooldridge Hall and construction of adjacent temporary buildings at an estimated cost of \$250,000. These temporary buildings are one-story, portable structures that will be available for relocation when this phase of the total program is completed in three to four years. It is now timely to initiate preparation of final plans for the Temporary Surge Facilities. This project will be funded from the Available University Fund.

15. U. T. EL PASO: COLLEGE OF BUSINESS ADMINISTRATION CLASSROOM AND OFFICE BUILDING (PROJECT NO. 201-421) - PRESENTATION OF PRELIMINARY PLANS, REQUEST TO PREPARE FINAL PLANS AND ADDITIONAL APPROPRIATION THEREFOR

RECOMMENDATIONS

President Templeton and Chancellor Walker recommend that the Board:

- a. Approve the preliminary plans and specifications for the design of the College of Business Administration Classroom and Office Building at The University of Texas at El Paso at an estimated total project cost of \$6,800,000

- b. Authorize the Project Architect, Fouts, Langford, Gomez, Moore, Inc., El Paso, Texas to prepare final plans and specifications for consideration of the Board of Regents at a future meeting
- c. Appropriate additional funds in the amount of \$199,000 from Permanent University Fund bond proceeds for fees and related project expenses through completion of final plans and specifications

BACKGROUND INFORMATION

In accordance with authorization by the Board of Regents at its meeting on June 1, 1979, preliminary plans and specifications for the construction of the College of Business Administration Classroom and Office Building at U. T. El Paso have been prepared by the Project Architect, Fouts, Langford, Gomez, Moore, Inc., El Paso, Texas.

Based on fiscal year 1978 experience, this new space should cost approximately \$2.80 per square foot per year for maintenance and operation, including utilities.

10. DALLAS HEALTH SCIENCE CENTER: ADDITION OF TWO FLOORS TO THE FLORENCE BIOINFORMATION CENTER - REQUEST FOR PROJECT AUTHORIZATION; APPOINTMENT OF PROJECT ARCHITECT TO PREPARE PRELIMINARY PLANS; AND APPROPRIATION THEREFOR

RECOMMENDATIONS

President Sprague and Chancellor Walker recommend that the Board:

- a. Authorize an addition of two floors to the Florence Bioinformation Center at the Dallas Health Science Center at an estimated total project cost of \$8,000,000
- b. Appoint a Project Architect from a list to be submitted at the meeting to prepare preliminary plans and cost estimate to be presented at a future Board meeting for consideration
- c. Appropriate \$85,000 from Permanent University Fund bond proceeds for fees and related project expenses through completion of preliminary plans

BACKGROUND INFORMATION

The Fred F. Florence Bioinformation Center at the Dallas Health Science Center is a five level structure of 160,000 gross square feet which was completed in 1974 as part of the Phase I expansion. The original building design provided a structural capability for future expansion of approximately 70,000 gross square feet through the addition of two floors. Since this building is located near the campus center and surrounded by other buildings, access for construction is considerably restricted. In addition, construction of the Ambulatory Care Center which is now in the planning stage, will involve using this area for access. Therefore, it appears desirable that these two projects be bid and constructed at the same time and it is now feasible to initiate the planning process for the addition of two floors to the Bioinformation Center.

At the time the Moss Clinical Science Building contract was awarded it was necessary to delete space because of cost. This space will accommodate for this deletion and will provide space for offices and conference rooms for the rapidly expanding Continuing Education Program, for the Registrar and Student Affairs Offices, as well as provide additional space for the Business Office. This project will be funded from Permanent University Fund Bond proceeds.

- ✓
17. GALVESTON MEDICAL BRANCH (GALVESTON MEDICAL SCHOOL) - LIBBIE MOODY THOMPSON BASIC SCIENCE BUILDING: REQUEST FOR (a) AUTHORIZATION TO RENOVATE SECOND, FIFTH AND SIXTH FLOORS AND TO SUBMIT PROJECT TO COORDINATING BOARD; (b) SUBJECT TO COORDINATING BOARD APPROVAL, AUTHORIZATION TO PREPARE FINAL PLANS, BIDDING AND COMPLETION OF PROJECT; AND (c) APPROPRIATION OF PROJECT FUNDING

RECOMMENDATION

President Levin and Chancellor Walker recommend that the Board:

- a. Authorize the renovation of approximately 6,700 square feet of space on the second, fifth and sixth floors of the Libbie Moody Thompson Basic Science Building at the Galveston Medical Branch (Galveston Medical School) at an estimated total project cost of \$600,000 and authorize submission of the project to the Coordinating Board, Texas College and University System
- b. Subject to approval by the Coordinating Board, authorize preparation of final plans and specifications, bidding and completion of the project through all necessary actions by the Galveston Medical Branch Administration and Physical Plant Department, with its own forces or through contract services, in consultation with the Office of Facilities Planning and Construction
- c. Appropriate funds in the amount of \$600,000 from the Health Professions Capitation Grant for the estimated total project cost

BACKGROUND INFORMATION

The Administration of the Galveston Medical Branch has identified the need for renovation of approximately 6,700 square feet within the Basic Sciences Building so that improved laboratory facilities can be provided on the second, fifth and sixth floors. This remodeling will benefit the Departments of Human Biological Chemistry and Genetics, and Physiology and Biophysics at an estimated total project cost of \$600,000.

Funding of the estimated total project cost is available from the Health Professions Capitation Grant funds. The scope of remodeling can be accomplished by the Physical Plant Department with its own forces or contract services.

- ✓
18. GALVESTON MEDICAL BRANCH - GEORGE SEALY HOME (FORMERLY REFERRED TO AS "SEALY HOME"): REQUEST FOR AUTHORIZATION FOR REPAIRS, COMPLETION OF PROJECT AND FUNDING THEREFOR.--

RECOMMENDATIONS

President Levin and Chancellor Walker recommend that the Board:

- a. Authorize necessary repairs to the George Sealy Home, Galveston, Texas at an estimated cost of \$90,000 - \$100,000
- b. Authorize execution and completion of the repair work through all necessary actions of the Galveston Medical Branch Administration and the Physical Plant Department with its own forces or through contract services
- c. Approve funding of this minor repair work from grant funds received from The Sealy and Smith Foundation for this purpose

BACKGROUND INFORMATION

The George Sealy Home, located at 25th Street and Broadway, Galveston, Texas was accepted as a gift by the Board of Regents on October 31, 1969. At their June 13, 1979 meeting, the Board of Directors of The Sealy and Smith Foundation awarded a \$100,000 grant to the Galveston Medical Branch for initial repairs and maintenance of the residence. Necessary roof repairs, waterproofing, glazing and gutter/downspout replacements can be accomplished through the Galveston Medical Branch Physical Plant Department with their own forces or contract services.

19.

UNIVERSITY CANCER CENTER AND HOUSTON HEALTH SCIENCE CENTER - REQUEST FOR APPROVAL IN PRINCIPLE TO GRANT AN EASEMENT TO THE TEXAS MEDICAL CENTER HEATING AND COOLING COOPERATIVE ASSOCIATION FOR CONSTRUCTION OF AN ELECTRICAL SUBSTATION

RECOMMENDATIONS

President LeMaistre, President Bulger and Chancellor Walker recommend that the Board approve in principle the granting of an easement, approximately 90' x 500' in size, to the Texas Medical Center Heating and Cooling Cooperative Association for its use in building an electrical substation; the actual easement will be submitted to the Board for approval at a future meeting.

BACKGROUND INFORMATION

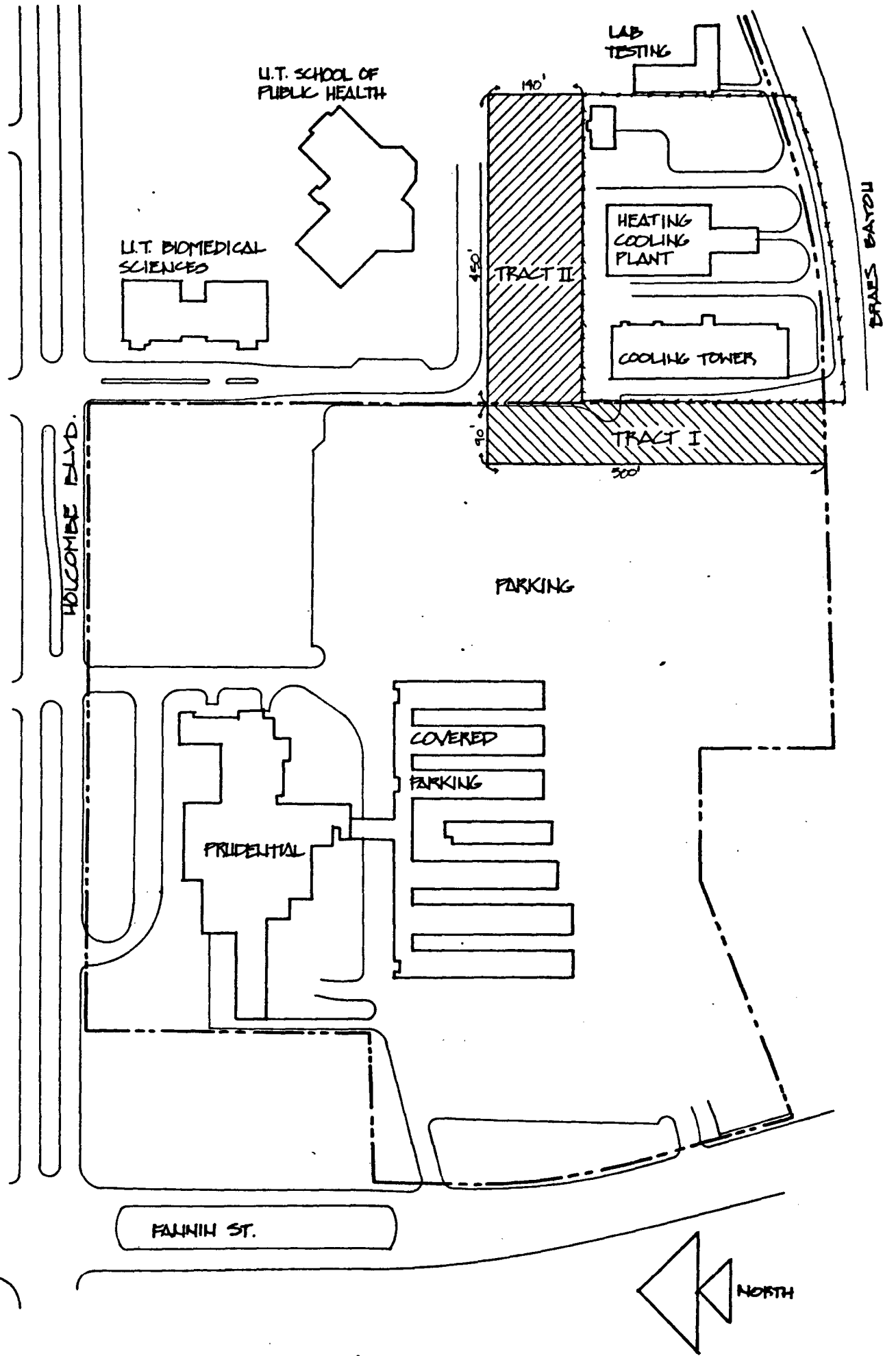
The Texas Medical Center Heating and Cooling Cooperative Association provides chilled water and steam to most of the University's institutions located on the TMC campus. We consume roughly half of the output of the plant.

The Cooperative has been able to accumulate sufficient funds in its reserve accounts to undertake energy conservation modifications. One of the more significant of these modifications is changing over from steam turbine drive to electric drive on four or more of the 5,000-ton chillers installed in the plant. This conversion requires the installation of an electrical substation adjacent to the plant. Changing to electric drive will result in savings estimated to be on the order of \$3 million per year, about half of which would accrue to the University's accounts.

The Texas Medical Center proposes to grant an easement, approximately 140' x 450' in size, to the Cooperative to assure that there will always be adequate room for expansion of the thermal plant to serve any and all institutions on the campus. The University considers this to be a far-sighted move, one which will be of significant benefit to the University in the future.

In view of the financial benefits which will flow to the University, the future benefits to be derived because of the ability of the plant to expand in service of the University, and the limited usefulness of the land to be granted under the proposed easement (because of drifting spray from existing cooling towers), it is believed to be in the University's interest to grant the easement.

The easement to be granted by the University is labeled Tract I on the attached sketch; that by the Texas Medical Center is labeled Tract II. When exact dimensions and metes and bounds for both tracts have been worked out, a legal easement document will be submitted to the Board for approval. In the meantime, approval in principle would be beneficial because it would allow design of the electrical substation to proceed.



20.

TYLER HEALTH CENTER - LANDSCAPING, IRRIGATION AND SITE DEVELOPMENT, PHASE I - REQUEST FOR PROJECT AUTHORIZATION; SUBMISSION TO COORDINATING BOARD, PREPARATION OF FINAL PLANS; AND APPROPRIATION THEREFOR

RECOMMENDATIONS

Superintendent Hurst and Chancellor Walker recommend that the Board:

- a. Authorize Phase I of a project for Landscaping, Irrigation and Site Development for the Tyler Health Center at an estimated cost of \$165,000; and submission of the project to the Coordinating Board
- b. Authorize the Office of Facilities Planning and Construction to prepare final plans and a cost estimate which will be presented to the Board for its consideration at a future meeting
- c. Appropriate \$40,000 from Tyler Health Center Unexpended Plant Funds, \$125,000 having been previously appropriated for this project.

BACKGROUND INFORMATION

A long range design development plan has been prepared by the Office of Facilities Planning and Construction for Landscaping, Irrigation and Site Development at the Tyler Health Center campus. The initial work, identified as Phase I, will provide new entrance signs at Highways 271 and 155, and landscape development with irrigation for areas immediately adjacent to the main buildings, at an estimated total project cost of \$165,000. As additional funding becomes available, other phases will be brought to the Board for consideration.

21. Brackenridge-Deep Eddy Apartments (Housing Units): Report and Recommendations. --

RECOMMENDATION

President Flawn and Chancellor Walker recommend that the Board:

- a. Authorize the U. T. Austin administration and the Office of Facilities Planning and Construction to begin immediately a feasibility study of new structures to replace the existent Brackenridge/Deep Eddy Apartments. The study is to include both construction and financing options.
- b. Authorize plans for the removal of the Brackenridge/Deep Eddy housing units to be completed by August 31, 1982. To this end:
 - (1) Complete at the earliest feasible date and in accordance with priorities established by the Fire Marshal those modifications necessary for the safety of current residents.
 - (2) Effective immediately, no new contracts for these units will be issued. Contracts of current residents will not be renewed to extend beyond the end of the 1982 Summer Session.
 - (3) Effective immediately, a policy of consolidation of apartment assignments will be followed whenever feasible so that phased demolition of vacant buildings can be carried out.
- c. Authorize the funding of the necessary safety modifications (approximately \$400,000) from appropriate reserve accounts of the U. T. Austin housing programs in order to maintain the lowest possible rental rates ~~during the phase-out period.~~

File
with lower rent rates

replacement

- d. Authorize the Division of Housing and Food Service to give priority consideration to placing dislocated residents in other U. T. Austin housing if they request it. Those current Brackenridge/Deep Eddy residents who have not completed the degree program in which they are now enrolled by August 31, 1982, will have priority consideration for placement in other housing.

BACKGROUND INFORMATION

The Brackenridge/Deep Eddy Apartments were assembled at their current location in 1946-1947 as temporary housing for the push of World War II veterans returning to school. The University of Texas at Austin was the second user of these units as they were reassembled Army barracks from Wichita, Kansas. With a combination of good maintenance and occupant care, these units have served well beyond their expected life span.

Recent reports of the U. T. Austin Fire Marshal indicate a need for immediate action in several life safety areas, and to this end approval has been given to employ a full-time safety inspector who will check these units for gas leaks, flue adjustments, carbon monoxide, resident housekeeping, and other fire and safety concerns for the duration of their existence.

Expert reports based on on-site inspections point to the desirability of eliminating the duplex structures as soon as feasible. The maintenance costs for these units will continue to rise and the buildings are not worth the cost of major remodeling. The two-story units are in better condition, however, recommended modification of these structures would necessitate the expenditure of large sums of money without the basic building structures, layout, high maintenance costs and high risk factors being satisfactorily improved.

The reported facts suggest consideration of immediate termination of these housing units; however, it is the opinion of the U. T. Austin Fire Marshal that the minimum safety modifications needed now could ensure a reasonable, acceptable level of life safety up to August 31, 1982. Therefore, it is recommended that the units be phased out over a two-year period. This option should pose the least problems for current residents, allowing sufficient time for all those except freshmen to complete the degree currently in progress. Funding for these minimum safety modifications can be obtained from Brackenridge and Deep Eddy Reserve Accounts.

It is further recommended that a study of the feasibility of constructing new units be undertaken immediately to determine exact construction and bond indenture costs and resultant rental rates. Various financing alternatives should be studied. Due to inflation, currently anticipated rental rates for the first few years may become moderate to low rental rates after several years of operation.

O. C.

BUILDINGS AND GROUNDS COMMITTEE

EMERGENCY ITEMS

October 11-12, 1979

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U. T. AUSTIN

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22. U. T. AUSTIN: ALTERATIONS AND ADDITIONS TO TOWNES HALL (THE LAW SCHOOL BUILDING) - (PROJECT NO. 102-330) - RECOMMENDED AWARD OF CONTRACTS FOR FURNITURE AND FURNISHINGS TO ABEL CONTRACT FURNITURE & EQUIPMENT CO., INC., AUSTIN, TEXAS; ROCKFORD BUSINESS INTERIORS, AUSTIN, TEXAS; YOCHEMS, CORPUS CHRISTI, TEXAS

RECOMMENDATIONS

It is recommended by President Flawn and Chancellor Walker that the Board award contracts to the following lowest responsible bidders:

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

Base Proposal "C" (Traditional Chairs)	\$ 4,762.95
Base Proposal "D" (Traditional Desks)	<u>20,394.80</u>

Total Contract Award to Abel Contract Furniture & Equipment Co., Inc.	\$ 25,157.75
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Rockford Business Interiors,
Austin, Texas

Base Proposal "E" (Miscellaneous Furn.)	60,737.40
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Yochems, Corpus Christi, Texas

Base Proposal "A" (Wood Furniture)	62,164.30
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Base Proposal "B" (Contemporary Furn.)	<u>37,389.25</u>
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Total Contract Award to Yochems	<u>99,553.55</u>
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GRAND TOTAL RECOMMENDED CONTRACT AWARDS	<u>\$185,448.70</u>
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BACKGROUND INFORMATION

In accordance with authorization given at the Regents' meeting held February 11, 1977, bids were called for and were received, opened and tabulated on September 25, 1979, as shown on the attached sheet, for Furniture and Furnishings for Alterations and Additions to Townes Hall (The Law School Building). The low bid for Base Proposal "D" was non-responsive in that it did not meet specifications. Award of Base Proposal "D" to the lowest and best responsible bidder is recommended.

The funds necessary to cover these contract awards are available in the Furniture and Equipment Account.

FURNITURE AND FURNISHINGS FOR ALTERATIONS AND ADDITIONS TO TOWNES HALL (THE LAW SCHOOL BUILDING)
 THE UNIVERSITY OF TEXAS AT AUSTIN

Bids Received at 2:00 p.m., Central Standard Time, Tuesday, September 25, 1979 at the
 Office of Facilities Planning and Construction, The University of Texas System, Austin, Texas

	Bid Bond	Base Proposal "A" (Wood Furn)	Base Proposal "B" (Contemp. Furniture)	Base Proposal "C" (Trad. Chairs)	Base Proposal "D" (Trad. Desks)	Base Proposal "E" (Misc. Furn.)
Abel Contract Furniture & Equipment Co., Inc. Austin, Texas	5%	\$62,435.82	No Bid	\$4,762.95	\$20,394.80	\$61,297.68
Clegg/Austin (Div. of Marshall Clegg/Assoc., Inc.) Austin, Texas	5%	63,700.42	\$40,919.77	No Bid	21,866.16	No Bid
Educational & Institutional Cooperative Service, Incorporated Dallas, Texas	5%	No Bid	No Bid	No Bid	21,155.60	No Bid
Ellison's Furniture Company Fort Worth, Texas	5%	66,996.42	No Bid	No Bid	21,347.60	No Bid
Metroplex Business Interiors, Inc. Dallas, Texas	5%	66,330.50	40,550.00	No Bid	6,446.00 (Non-Responsive)	No Bid
Rockford Business Interiors Austin, Texas	5%	No Bid	No Bid	No Bid	21,530.00	60,737.40
Stewart Office Supply Co. Dallas, Texas	5%	65,558.58	39,745.24	4,982.55	23,909.36	62,583.01
Wilson Stationery & Printing Co. Houston, Texas	5%	71,162.45	44,277.56	No Bid	No Bid	No Bid
Yochems Corpus Christi, Texas	5%	62,164.30	37,389.25	No Bid	No Bid	No Bid

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23. ✓ V. T. AUSTIN: McDONALD OBSERVATORY - VISITORS INFORMATION CENTER
(PROJECT NO. 102-197) - RECOMMENDED AWARD OF CONTRACT FOR FURNITURE
AND FURNISHINGS TO ABEL CONTRACT FURNITURE & EQUIPMENT CO., INC.,
AUSTIN, TEXAS ✓

RECOMMENDATIONS

It is recommended by President Flawn and Chancellor Walker that the Board award the contract to the following lowest responsible bidder:

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

Base Proposal "A" (Lounge
Furniture) \$ 5,876.94

Base Proposal "B" (Office
Furniture) 2,734.90

Base Proposal "C" (Miscellaneous) 11,718.14

Total Contract Award to Abel
Contract Furniture &
Equipment Co., Inc. \$20,329.98

GRAND TOTAL RECOMMENDED CONTRACT AWARD \$20,329.98

BACKGROUND INFORMATION

In accordance with authorization of the Board of Regents at its meeting on July 25, 1979, bids for furniture and furnishings were called for and were received, opened and tabulated on September 25, 1979, as shown on the attached sheet, for McDonald Observatory - Visitors Information Center for The University of Texas at Austin. The proposed contract award will provide furniture and furnishings essential to start-up operations, from funds previously appropriated for this project.

* Terminology of ~~the~~ ser. 51.907, 246 Code.

FURNITURE AND FURNISHINGS FOR McDONALD OBSERVATORY
VISITORS INFORMATION CENTER

THE UNIVERSITY OF TEXAS AT AUSTIN, FORT DAVIS, TEXAS

Bids Received at 2:00 p.m., Central Daylight Saving Time, Tuesday, September 25, 1979 at the
Office of Facilities Planning and Construction, The University of Texas System, Austin, Texas

	Bid Bond	Base Proposal "A" (Lounge Furn.)	Base Proposal "B" (Office Furn.)	Base Proposal "C" (Misc. Furn.)
Abel Contract Furniture & Equipment Co., Inc. Austin, Texas	5%	\$5,876.94	\$2,734.90	\$11,718.14
Rockford Business Interiors Austin, Texas	5%	5,918.64	3,603.42	12,533.32

- ✓ 24. GALVESTON MEDICAL BRANCH: (GALVESTON HOSPITALS) + RENOVATION AND ADDITION TO GRAVES HOSPITAL (PROJECT NO. 601-377) - RECOMMENDED AWARD OF CONTRACT TO J. K. ROSS CONSTRUCTION COMPANY, HOUSTON, TEXAS FOR THE PHASE I RENOVATION OF GRAVES HOSPITAL FOR THE DEPARTMENT OF PSYCHIATRY AND BEHAVIORAL SCIENCES AND APPROPRIATION FOR FUNDING THEREFOR

RECOMMENDATIONS

President Levin and Chancellor Walker recommend that the Board:

- a. Award the construction contract for Phase I Renovation of Graves Hospital for the Department of Psychiatry and Behavioral Sciences at the Galveston Medical Branch to the lowest responsible bidder, J. K. Ross Construction Company, Houston, Texas in the amount of the Base Bid of \$574,000 with a total project cost of \$635,340
- b. Appropriate \$100,000 from the Federal Education Support Grant (Capitation), \$535,340 having been previously appropriated.

BACKGROUND INFORMATION

In accordance with authorization of the Board of Regents at its meeting on February 8, 1979, bids were called for and were received, opened and tabulated on October 2, 1979, as shown below for the Phase I Renovation of Graves Hospital at the Galveston Medical Branch:

<u>Bidder</u>	<u>Base Bid</u>	<u>Bidder's Bond</u>
J. K. Ross Construction Company, Houston, Texas	\$574,000.00	5%
RBK dba Texas Gulf Construction Company, Galveston, Texas	692,400.00	5%

The project was approved by the Coordinating Board at the January 1979 meeting. Prior to bidding seven area contractors expressed interest in bidding, but only two bids were received for the Phase I Renovation work. In lieu of rebidding, the Galveston Medical Branch supports proceeding with the Phase I Renovation to avoid additional escalating material and labor costs. The project scope of approximately 12,000 square feet of remodeling will provide improved departmental office space, conference areas, student library modernization and kitchen improvements necessary to support the hospital beds in the planned Addition to Graves Hospital. At the December 1979 Board meeting, bids for this planned addition will be presented for consideration.

Following the receipt of bids, negotiations were initiated with the lowest responsible bidder, J. K. Ross Construction Company, to secure possible cost reductions. Through the issuance of a deductive change order prior to the start of construction, cost savings of approximately \$60,000 can be effected. These anticipated savings will remain available for the remaining phases of renovation.

Handwritten signature/initials

25.

GALVESTON MEDICAL BRANCH: (GALVESTON HOSPITALS) - TEXAS DEPARTMENT OF CORRECTIONS HOSPITAL (PROJECT NO. 601-385) - REPORT OF COMMITTEE AND AWARD OF CONTRACT TO J. W. BATESON COMPANY, INC., DALLAS, TEXAS FOR HOSPITAL BUILDING CONSTRUCTION

RECOMMENDATIONS

President Levin and Chancellor Walker recommend that the Board approve the action taken by its Special Committee in awarding the Texas Department of Corrections Hospital Building construction contract to the lowest responsible bidder, J. W. Bateson Company, Inc., Dallas, Texas as follows:

Base Bid	\$24,377,000
Add Alternate No. 1 (Casework)	377,000
Total Contract Award	<u>\$24,754,000</u>

BACKGROUND INFORMATION

In accordance with authorization given at the Regents' meeting held June 1, 1979, bids were called for and were received, opened and tabulated on September 13, 1979, as shown below, for construction of the Texas Department of Corrections Hospital at the Galveston Medical Branch:

	Base Bid	Alt. No. 1 (Casework)
J. W. Bateson Company, Inc., Dallas, Texas	\$24,377,000	+ \$377,000
Blount Bros. Corporation, Montgomery, Alabama	26,000,000	+ 390,000

A Special Committee, appointed at the July 25, 1979, Board meeting, consisting of President Levin, Director Kristoferson, Vice Chancellor Boyd, Chancellor Walker, Regent Richards and Committee Chairman Law met on September 22, 1979, evaluated the bids for the hospital building construction and awarded a construction contract within previously appropriated funds to J. W. Bateson Company, Inc., Dallas, Texas, the lowest responsible bidder.

The report of the Committee was filed with the Secretary of the Board. The award of the hospital building construction contract was recommended by the Project Architect, Bernard Johnson Incorporated and Jessen Associates Incorporated, a Joint Venture. The Texas Department of Corrections concurs in making the award.

Prior to this award, expenditures have been authorized as follows from the \$40,000,000 previously appropriated:

Demolition of Randall Pavilion and Site Clearance	\$ 73,125
Miscellaneous Expenses, Surveys, Testing	21,610
Site Preparation Contract, John Gray Co.	851,088
Foundation Construction Contract, SUSCO, Inc.	1,235,195
Architect/Engineer Fees	123,470
Administrative Costs	38,015
	<u>\$2,342,503</u>

The remaining balance of \$12,903,497 is available for future guard and staff housing, furnishings and equipment, landscaping, air balancing, fees, contingencies and miscellaneous project expenses. This remaining balance, barring exceptionally high inflation, should be adequate to complete the total planned project.

- ✓ 26. HOUSTON HEALTH SCIENCE CENTER AND UNIVERSITY CANCER CENTER: (PROJECT NO. 701-380) - REMODELING OF PRUDENTIAL BUILDING - RECOMMENDED AWARD OF CONTRACT FOR CARPETING TO SAN ANTONIO FLOOR FINISHERS, INC., SAN ANTONIO, TEXAS

RECOMMENDATIONS

It is recommended by President Bulger, President LeMaistre and Chancellor Walker that the Board of Regents:

- a. Award the contract for carpeting to the following lowest responsible bidder:

San Antonio Floor Finishers, Inc.,
San Antonio, Texas

Base Proposal "A" (Type "A" Carpet)	\$ 4,219.00
Base Proposal "B" (Type "B" Carpet)	79,050.00
Base Proposal "C" (Type "C" Carpet)	<u>1,473.00</u>

Total Contract Award to San Antonio
Floor Finishers, Inc.

\$84,742.00

- b. Reject all bids for Base Proposal "B-1" (Nylon Carpet).

BACKGROUND INFORMATION

In accordance with authorization given at the Regents' meeting held October 20, 1978, bids were called for and were received, opened and tabulated on September 27, 1979, as shown on the attached sheet, for Carpeting for Remodeling of Prudential Building, Houston Health Science Center and University Cancer Center. A choice was solicited between Proposal "B" (Type "B" Acrylic carpet) along with Border Type "A" and Border Type "C", and Proposal "B-1" (Type "B-1" Nylon carpet) along with Border Type "A" and Border Type "C".

The lowest and best proposal on the combined bid was made on the Type "B" (Acrylic) carpet and accompanying Borders "A" and "C" by San Antonio Floor Finishers, Inc. The funds necessary to cover the contract award are available in the Furniture and Equipment Account.

CARPETING FOR REMODELING OF PRUDENTIAL BUILDING
HOUSTON HEALTH SCIENCE CENTER AND UNIVERSITY CANCER CENTER
(1100 HOLCOMBE BUILDING)

Bids Received at 2:00 p.m., Central Standard Time, Thursday, September 27, 1979 at the
Office of Facilities Planning and Construction, The University of Texas System, Austin, Texas

	Bid Bond	Base Proposal "A" (Type "A" Carpeting)	Base Proposal "B" (Type "B" Carpet)	Base Proposal "B-1" (Type "B-1" Nylon Carpet)	Base Proposal "C" (Type "C" Carpet)
Carpet Services, Inc. Houston, Texas	10%	\$4,613.40	\$81,319.50	\$ 93,054.00	\$1,469.00
Contract Floors, Inc. Houston, Texas	5%	4,732.68	92,263.74	105,045.56	1,663.80
Gilson Floor Coverings, Inc. Houston, Texas	5%	4,988.00	89,874.00	101,146.00	1,696.00
San Antonio Floor Finishers, Inc. San Antonio, Texas	5%	4,219.00	79,050.00	90,784.00	1,473.00
Tri-County Floor Finishers San Marcos, Texas	5%	4,245.00	83,740.00	96,080.00	1,550.00

27. HOUSTON HEALTH SCIENCE CENTER AND UNIVERSITY CANCER CENTER: REMODELING OF PRUDENTIAL BUILDING (PROJECT NO. 701-380) - FACILITIES CONTROL AND MONITORING SYSTEM - REPORT OF BIDDING, RECOMMENDED REJECTION OF BIDS AND REQUEST FOR AUTHORIZATION TO REBID

RECOMMENDATIONS

President Bulger, President LeMaistre and Chancellor Walker recommend that the Board reject all bids received on September 18, 1979, for the Facilities Control and Monitoring System of the Remodeling of the Prudential Building and authorize rebidding of the work.

BACKGROUND INFORMATION

In February 1979 the Board awarded a construction contract for the Remodeling of the Prudential Building, Houston, Texas. At that time, authorization was obtained for the future installation of a Facilities Control and Monitoring System. Final plans and specifications for the system were prepared by Wm. J. Sako and Associates, Mount Prospect, Illinois. Bids were called for and were received, opened and tabulated on September 18, 1979, as shown below:

	Burns Integrated Systems Corporation, Briarcliff Manor, New York	Electro Lines Division/ Tri-City Electric Company, Houston, Texas
Base Bid	\$749,604.00	\$899,998.00
Add Alternates		
No. 1	1,968.00/1st yr. 1,000.00/2nd-5th yr.	4,140.00/1st yr. 5,175.00/2nd-5th yr.
No. 2	460.00/1st yr. 460.00/2nd-5th yr.	2,760.00/1st yr. 4,140.00/2nd-5th yr.
No. 3	16,929.00	30,946.00
No. 4	2,430.00	8,720.00
No. 5	638.00	10,769.00
Bidder's Bond	5%	5%

The bids received exceeded the final cost estimate of \$616,400.00. It is not possible to award this project within available funds by negotiation with the low bidder. Rather, it will be necessary to change the design concept to effect any cost reduction and then the project must be rebid. It is planned to bring the new bids to the December 1979 meeting of the Board.

28. HOUSTON HEALTH SCIENCE CENTER AND UNIVERSITY CANCER CENTER: (PROJECT NO. 701-380) - REMODELING OF PRUDENTIAL BUILDING + RECOMMENDED AWARD OF CONTRACTS FOR FURNITURE AND FURNISHINGS TO ABEL CONTRACT FURNITURE & EQUIPMENT CO., INC., AUSTIN, TEXAS; EDUCATIONAL & INSTITUTIONAL CO-OPERATIVE SERVICE, INC., DALLAS, TEXAS; FRASER FURNITURE COMPANY, INC., JAMESTOWN, NEW YORK; KENDIG'S OFFICE SUPPLY, INC., HOUSTON, TEXAS; METROPLEX BUSINESS INTERIORS, INC., DALLAS, TEXAS; OFFICE FURNITURE INC., HOUSTON, TEXAS; ROCKFORD BUSINESS INTERIORS, AUSTIN, TEXAS; WALDMAN & COMPANY, HOUSTON, TEXAS

RECOMMENDATIONS

It is recommended by President Bulger, President LeMaistre and Chancellor Walker that the Board of Regents:

- a. Award the contracts to the following lowest responsible bidders:

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

Base Proposal "J-2" (Miscellaneous, installed) \$ 67,649.80

Educational & Institutional Cooperative Service, Inc., Dallas, Texas

Base Proposal "D-2" (Chairs & Desks, installed) 54,941.49

Fraser Furniture Company, Inc.,
Jamestown, New York

Base Proposal "K" (Custom Casework, installed) 151,011.00

Kendig's Office Supply, Inc.,
Houston, Texas

Base Proposal "F-1" (Desks, credenzas, drop-shipped) 26,515.22

Metroplex Business Interiors, Inc.,
Dallas, Texas

Base Proposal "B" (Chairs, drop-shipped) 20,407.50

Office Furniture Inc.,
Houston, Texas

Base Proposal "A" (Chairs, drop-shipped) \$51,766.50

Base Proposal "E" (Files, drop-shipped) 41,759.72

Total Contract Award to Office Furniture Inc. 93,526.22

Rockford Business Interiors,
Austin, Texas

Base Proposal "C-2" (Tablet arm chairs, installed) \$34,159.88

Base Proposal "G-2" (Tables, installed) 26,770.89

Base Proposal "H" (Custom lounge furniture, drop-shipped)	51,944.64
Base Proposal "L" (Hospital furniture, drop-shipped)	7,647.46
Base Proposal "M" (Panel system drop-shipped)	<u>89,922.59</u>
Total Contract Award to Rockford Business Interiors	\$210,445.46
Waldman & Company, Houston, Texas	
Base Proposal "N" (Draperies & wallcover installed)	<u>7,982.50</u>
GRAND TOTAL RECOMMENDED CONTRACT AWARDS	<u>\$632,479.19</u>

- b. Reject all bids for Base Proposals "C-1" (Tablet arm chairs drop-shipped), "D-1" (Chairs & desks drop-shipped), "F-2" (Desks & Credenzas installed), "G-1" (Tables drop-shipped), and "J-1" (Miscellaneous furniture drop-shipped).

BACKGROUND INFORMATION

In accordance with authorization given at the Regents' meeting held October 20, 1978, bids were called for and were received, opened and tabulated on September 27, 1979, as shown on the attached sheets, for Furniture and Furnishings for Remodeling of Prudential Building, Houston Health Science Center and University Cancer Center. For Proposals "C-1", "D-1", "F-1", "G-1", and "J-1", proposals were solicited for furniture to be drop-shipped to the building. For Proposals "C-2", "D-2", "F-2", "G-2", and "J-2" proposals were solicited for furniture to be installed in the building. Certain proposals which were found to be most advantageous are listed under the Recommendations. On Proposal "F-1" (Desks, credenzas drop-shipped), the low bid submitted by Office Furniture Inc., was non-responsive in that it was based on unspecified items. On Proposal "H" (Custom Lounge Furniture), only one proposal was received. A canvas of the six eligible bidders indicated that five could not provide the resources to bid, because of their crowded work schedules. Rebidding would not provide improved results. The one bid received was less than the estimated cost. The funds necessary to cover these contract awards are available in the Furniture and Equipment Account.

FURNITURE AND FURNISHINGS
 REMODELING OF THE PRUDENTIAL BUILDING
 (1100 HOLCOMBE BUILDING)
 FOR HOUSTON HEALTH SCIENCE CENTER AND UNIVERSITY CANCER CENTER
 UNIVERSITY OF TEXAS SYSTEM

Bids Received at 2:00 p.m., Central Daylight Saving Time, Thursday, September 27, 1979 at the
 Office of Facilities Planning and Construction, The University of Texas System, Austin, Texas

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C
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	Bid Bond	Base Proposal "A" (Chairs)	Base Proposal "B" (Chairs)	Base Proposal "C-1" (Tablet Arm Chairs)	Base Proposal "C-2" (Tablet Arm Chairs)	Base Proposal "D-1" (Chairs and Desks)
Abel Contract Furniture & Equipment Co., Inc. Austin, Texas	5%	\$55,869.16	\$21,142.35	\$37,639.60	\$38,633.60	No Bid
Educational & Institutional Cooperative Service, Inc. Dallas, Texas	5%	No Bid	No Bid	37,597.34	38,777.34	\$54,210.49
Evans-Monical, Inc. Houston, Texas	5%	59,403.00	20,891.23	No Bid	40,209.36	No Bid
Fraser Furniture Co., Inc. Jamestown, New York	5%	No Bid	No Bid	No Bid	No Bid	No Bid
General Drapery Services, Inc. New York, New York	Check \$640.67	No Bid	No Bid	No Bid	No Bid	No Bid
G & L - VBJ Office Products Austin, Texas	5%	No Bid	No Bid	No Bid	No Bid	No Bid
Kendig's Office Furniture Houston, Texas	\$1,325.26 100%	No Bid	No Bid	No Bid	No Bid	No Bid
E. G. Jenkins Dallas, Texas	Cashier Check \$448.00	No Bid	No Bid	No Bid	No Bid	No Bid

B & G - 33

	Bid Bond	Base Proposal "A" (Chairs)	Base Proposal "B" (Chairs)	Base Proposal "C-1" (Tablet Arm Chairs)	Base Proposal "C-2" (Tablet Arm Chairs)	Base Proposal "D-1" (Chairs and Desks)
Marlborough & Lord Associates, Inc. Dallas, Texas	Cashier Check \$2,013.00	No Bid	No Bid	No Bid	No Bid	No Bid
Mayer Office Furniture Co. Houston, Texas	Ca. Check \$ 250.00 6,250.00	No Bid	No Bid	No Bid	No Bid	No Bid
Metroplex Business Interiors, Inc. Dallas, Texas	5%	58,748.00	20,407.50	41,098.00	42,788.50	No Bid
Office Furniture Inc. Houston, Texas	5%	51,766.50	No Bid	35,378.60	38,455.00	No Bid
Rockford Business Interiors Austin, Texas	5%	56,491.46	No Bid	33,768.60	34,159.88	56,748.37
Stewart Office Supply Co. Dallas, Texas	5%	61,224.50	23,471.39	36,253.68	37,412.52	No Bid
Waldman and Company Houston, Texas	Cashier Check \$399.13	No Bid	No Bid	No Bid	No Bid	No Bid

- ✓ 29. TYLER HEALTH CENTER: FIRE PROTECTION WATER SUPPLY AND DISTRIBUTION SYSTEM (PROJECT NO. 801-387) - RECOMMENDED AWARD OF CONTRACT TO ALLEN M. CAMPBELL, GENERAL CONTRACTORS, INC., TYLER, TEXAS

RECOMMENDATIONS

Director Hurst and Chancellor Walker recommend that the Board:

- a. Award the construction contract for Fire Protection Water Supply and Distribution System at The University of Texas Health Center at Tyler to the lowest responsible bidder, Allen M. Campbell, General Contractors, Inc., Tyler, Texas as follows:

Base Bid	\$110,800
Add Alt. No. 2 (Irrigation Connections)	<u>15,300</u>
Total Recommended Contract Award	<u>\$126,100</u>

- b. Approve a revised total project cost of \$167,625 to cover the recommended construction contract award, equipment, fees and related project expenses within funds previously approved for this project.

BACKGROUND INFORMATION

In accordance with authorization of the Board of Regents at its meeting on July 25, 1979, bids were called for and were received, opened and tabulated on September 25, 1979, as shown below for the Tyler Health Center Fire Protection Water Supply and Distribution System.

Bidder	Base Bid	Alt. #1 (Welded Tank)	Alt. #2 (Irrig.Con.)	Bidder's Bond
Allen M. Campbell, General Contractors, Inc., Tyler, Texas	\$110,800	+ \$24,600	+ \$15,300	5%

Prior to the receipt of bids, six contractors in the East Texas area were interested in bidding the work. The single bid received was below the Engineer's final estimate of \$131,000 and was submitted by Allen M. Campbell, General Contractors, Inc., Tyler, Texas, who is the general contractor for the ongoing hospital construction at the Tyler Health Center. The contractor is well qualified to accomplish the work and there is no advantage in rebidding the project. The recommended contract award can be made within previously appropriated funds at a reduced total project cost of \$167,625.

30. TYLER HEALTH CENTER: CHAPEL ADDITION (PROJECT NO. 801-412) -
RECOMMENDED AWARD OF CONTRACT TO ALLEN M. CAMPBELL COMPANY, GENERAL
CONTRACTORS, INC., TYLER, TEXAS AND ADDITIONAL APPROPRIATION THEREFOR

RECOMMENDATIONS

Director Hurst and Chancellor Walker recommend that the Board:

- a. Award a construction contract for the Chapel Addition at The University of Texas Health Center at Tyler to the lowest responsible bidder, Allen M. Campbell Company, General Contractors, Inc., Tyler, Texas in the amount of the Base Bid of \$382,400, subject to negotiating a reduction in the contract price by at least \$5,000
- b. Authorize a revised total project cost of \$440,000 to cover the recommended building construction contract award, movable furnishings and equipment, landscaping, fees and related project expenses
- c. Appropriate additional funds in the amount of \$426,000 from Gift Funds to provide for the total project cost, \$14,000 having been previously appropriated.

BACKGROUND INFORMATION

In accordance with authorization of the Board of Regents at its meeting on July 25, 1979, bids were called for and were received, opened and tabulated on October 4, 1979, as shown below for the Tyler Health Center Chapel Addition.

Bidder	Base Bid	<u>Add Alternates</u>		
		No. 1	No. 2	No. 3
Allen M. Campbell Company, General Contractors, Inc., Tyler, Texas	\$382,400.00	\$2,500.00	\$13,000.00	\$4,700.00

A bid bond in the amount of 5% of the largest amount bid was submitted with the bid.

Prior to bidding, three area contractors were interested in bidding the Addition of the Chapel, but only one bid was received. A second bidder arrived after the 2 p. m. bid receipt time and that bid was not accepted.

The single bid received from Allen M. Campbell Company, General Contractors, Inc., Tyler, Texas, the General Contractor on the Tyler Health Center Hospital construction, exceeded the final construction cost estimate of \$341,000 submitted by the Project Architect, Page Southerland Page, Dallas, Texas. The Project Architect Page Southerland Page and the staff of the Office of Facilities Planning and Construction after review of the bid, recommend that this award be made to Allen M. Campbell Company, General Contractors, Inc. The Tyler Health Center Administration supports proceeding with the project and negotiating all possible cost reductions.

Following the receipt of bids, negotiations to secure any possible cost reduction were initiated with the lowest responsible bidder, Allen M. Campbell Company, General Contractors, Inc. In this relatively small addition of approximately 3,500 square feet only minimal savings can be accomplished in minor general construction items and some acceptable mechanical system modifications. Cost savings in the range of approximately \$5,000 can be accomplished. Contingent upon the conclusion of these negotiations, a contract award can be made to Allen M. Campbell Company, General Contractors, Inc., Tyler, Texas, at a total project cost of \$440,000. Gift Funds are available for the total project funding.

31. U. T. EL PASO: EXPANSION OF UNION FACILITIES (PROJECT NO. 201-240) - RECOMMENDED AWARD OF CONTRACT TO CROOM CONSTRUCTION COMPANY, EL PASO, TEXAS FOR EXPANSION OF UNION FACILITIES, ADDITIONAL APPROPRIATION THEREFOR AND RECOMMENDED PLAQUE INSCRIPTION

RECOMMENDATIONS

President Templeton and Chancellor Walker recommend that the Board:

- a. Award a construction contract for the U. T. El Paso Expansion of Union Facilities to the lowest responsible bidder, Croom Construction Company, El Paso, Texas, in the amount of the Base Bid of \$4,110,000, subject to negotiating a reduction in the contract price by at least \$210,000
- b. Authorize a revised total project cost of \$4,250,000 to cover the recommended building construction contract award, fees and related project expenses
- c. Appropriate additional funds in the amount of \$4,090,000 from Combined Fee Revenue Bonds, to provide for the total project cost, \$160,000 having been previously appropriated
- d. Approve the recommended inscription as set out below for the plaque to be placed on the Expansion of Union Facilities at The University of Texas at El Paso.

This inscription follows the standard pattern approved by the Board at the meeting held June 1, 1979.

ADDITION TO UNION

1979

BOARD OF REGENTS

Dan C. Williams, Chairman
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E. D. Walker
Chancellor, The University
of Texas System

Arleigh B. Templeton
President, The University
of Texas at El Paso

Garland and Hilles
Project Architect

Croom Construction Company
Contractor

BACKGROUND INFORMATION

In accordance with authorization of the Board of Regents at its meeting on July 25, 1979, bids for the Expansion of Union Facilities at The University of Texas at El Paso were called for and were received, opened and tabulated on October 2, 1979, as shown on the attached sheet.

The project was approved by the Coordinating Board at the March 1979 meeting.

The four bids received are a competitive test of the construction market although all bids exceeded the final construction cost estimate of \$3,260,000 submitted by the Project Architect, Garland and Hilles, El Paso, Texas. The fear of rapid inflation has apparently invalidated the initial cost estimate prepared in Fall 1978.

The project includes new construction of approximately 50,300 square feet and alterations to approximately 27,000 square feet in the 1969 existing building. Rather than rejecting all bids, revising the project cost downward and redrawing the final plans, the U. T. El Paso Administration prefers proceeding with the project by negotiated cost reduction to avoid further escalation in cost of materials and labor.

Following the receipt of bids, negotiations were initiated with the lowest responsible bidder, Croom Construction Company, to secure substantial cost reductions. Deleted items which do not adversely change the project include omission of bookstore fixtures, modifications to existing dining and serving areas and service bridge.

Cost savings of approximately \$210,000 can be negotiated. Contingent upon the issuance of these negotiations, a contract award can be made to Croom Construction Company, El Paso, Texas, resulting in a revised total project cost of \$4,250,000.

EXPANSION OF THE UNION
 THE UNIVERSITY OF TEXAS AT EL PASO
 Bids Received at 2:00 p. m., Mountain Daylight Saving Time, October 2, 1979 at
 The University of Texas at El Paso

<u>Bidder</u>	<u>Base Bid</u>	<u>Add Alternates</u>							
		<u>No. 1A</u> (Int. Paint)	<u>No. 1B</u> (Cases)	<u>No. 2A</u> (Bridge)	<u>No. 2B</u> (Stairs)	<u>No. 3</u> (Dbl. Glazing)	<u>No. 4</u> (Ext. Paint)	<u>No. 5</u> (Skylights Elev.&Pool)	<u>No. 6</u> (Dimmer Sys. P.A.)
Croom Construction Company, El Paso, Texas	\$4,110,000	\$2,400	\$ 6,800	\$48,000	\$22,000	\$37,500	\$42,700	\$109,000	\$11,500
B & G - 42 Goetting Brothers - General Contractors, El Paso, Texas	4,120,000	7,700	8,000	57,000	26,382	41,200	18,500	96,000	11,955
R. D. Lowman General Contractor, Inc., El Paso, Texas	4,370,000	6,900	6,600	59,000	20,000	38,000	18,000	107,000	27,800
Urban General Contractors, Inc., El Paso, Texas	4,113,900	7,000	6,500	58,000	43,500	37,000	17,900	88,000	11,300

All bidders submitted a Bid Bond in the amount of 5% of the greatest amount bid.

Health Affairs Committee

HEALTH AFFAIRS COMMITTEE
Committee Chairman Fly

Date: October 12, 1979

Time: Following the Meeting of the Academic and Developmental Affairs Committee (If the Buildings and Grounds Committee reconvenes on October 12, the Health Affairs Committee will meet thereafter.)

Place: Lounge, Student Union Building
Dallas Southwestern Medical School, The University of Texas Health Science Center at Dallas, Dallas, Texas

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b. Texas Department of Health Pecos, Texas	
2. U. T. San ^A Antonio: Proposed Affiliation Agreements with:	3
a. New Mexico Rehabilitation Center Roswell, New Mexico	
b. Bell County Rehabilitation Center Killeen, Texas	
3. Dallas Health Science Center: Proposed Affiliation Agreement with the Dallas Violence Intervention Alliance, Dallas, Texas	4
4. Dallas Health Science Center (Dallas Southwestern Medical School): Request to Seek Permission from Coordinating Board to Change Division of Otorhinolaryngology (Otology) of the Department of Surgery to the Department of Otorhinolaryngology (Catalog Change)	4
5. Galveston Medical Branch: Proposed Affiliation Agreement with the University of Montpellier Faculty of Medicine, Montpellier, France	5
6. Galveston Medical Branch: Proposed Affiliation Agreement with St. Mary Hospital, Port Arthur, Texas	11

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7. Houston Health Science Center: Proposed Affiliation Agreement with the Institute of Hemotherapy, Houston, Texas	18
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9. San Antonio Health Science Center: Proposed Affiliation Agreement with San Antonio Children's Center, San Antonio, Texas	23
10. University Cancer Center: Amendment to Affiliation Agreement with Rio Grande Radiation Treatment and Cancer Research Foundation, McAllen, Texas Dated September 30, 1976	29

NOTE: The agreements recommended for approval by the Health Affairs Committee have been approved by an attorney of the Office of General Counsel unless otherwise indicated and are based on the model agreement adopted December 16, 1977, unless the document is included.

1. U. T. El Paso: Proposed Affiliation Agreements with (a) El Paso Independent School District, El Paso, Texas and (b) Texas Department of Health, Pecos, Texas.--

RECOMMENDATION

President Templeton and Chancellor Walker recommend that approval be given to affiliation agreements by and between The University of Texas at El Paso and the following facilities. The agreements were executed by the appropriate officials on the dates indicated below to be effective upon approval by the Board of Regents:

<u>Facility</u>	<u>Agreement Executed</u>
a. El Paso Independent School District El Paso, Texas	June 25, 1979
b. Texas Department of Health Pecos, Texas	June 28, 1979

PURPOSE

Each of these agreements will provide facilities for health care related educational experiences for students at U. T. El Paso.

2. U. T. San Antonio: Proposed Affiliation Agreements with (a) New Mexico Rehabilitation Center, Roswell, New Mexico and (b) Bell County Rehabilitation Center, Killeen, Texas.--

RECOMMENDATION

President Wagener and Chancellor Walker recommend that approval be given to affiliation agreements by and between The University of Texas at San Antonio and the following facilities. The agreements were executed by the appropriate officials on the dates indicated below to be effective upon approval by the Board of Regents:

<u>Facility</u>	<u>Agreement Executed</u>
a. New Mexico Rehabilitation Center Roswell, New Mexico	May 16, 1979
b. Bell County Rehabilitation Center Killeen, Texas	June 12, 1979

PURPOSE

Each of these agreements will provide facilities for health care related educational experiences for students at U. T. San Antonio.

3. Dallas Health Science Center: Proposed Affiliation Agreement with the Dallas Violence Intervention Alliance, Dallas, Texas.--

RECOMMENDATION

It is recommended by President Sprague and Chancellor Walker that approval be given to the affiliation agreement by and between The University of Texas Health Science Center at Dallas and the Dallas Violence Intervention Alliance, Dallas, Texas. The agreement was executed by the appropriate officials on June 1, 1979, to be effective upon approval by the Board of Regents.

PURPOSE

This organization operates a "half-way house" in which health care services are provided. This agreement will be of benefit to medical and allied health students at the Dallas Health Science Center.

4. Dallas Health Science Center (Dallas Southwestern Medical School): Request to Seek Permission from Coordinating Board to Change Division of Otorhinolaryngology (Otology) of the Department of Surgery to the Department of Otorhinolaryngology (Catalog Change).--

RECOMMENDATION

It is recommended by President Sprague and Chancellor Walker that approval be given to change the Division of Otorhinolaryngology (Otology) of the Department of Surgery to the Department of Otorhinolaryngology at The University of Texas Southwestern Medical School at Dallas. This proposal has been approved by the Faculty Council and Dean's Advisory Council as well as the Dean of the Medical School.

BACKGROUND INFORMATION

At the present time, Otorhinolaryngology is organized as a Division of the Department of Surgery. The Division has four principal responsibilities: (1) undergraduate medical education in Southwestern Medical School, (2) graduate medical education in affiliated teaching hospitals including Parkland Memorial Hospital, Dallas Veteran's Administration and Children's Medical Center, (3) patient care at the affiliated hospitals and (4) medical liaison with other institutions such as The University of Texas at Dallas and its Callier Speech and Hearing Center.

The Division of Otorhinolaryngology has been manned by full-time faculty for the past 10 years. During this time, faculty retention has been unstable and this loss of continuity has been destructive to academic enterprise.

Internal and external groups have studied the situation. The result of their deliberations is that to develop a high quality program in otorhinolaryngology it must have departmental status. It has been a national trend over the past 10 years in the specialty of otorhinolaryngology to have departmental status. The same evolution of division to departmental status has recently occurred in ophthalmology.

With the change to departmental status the study groups felt a superior faculty could be recruited and the four principal obligations of otorhinolaryngology could be discharged at a level of competence matching other clinical disciplines at Southwestern Medical School.

Establishment of the Department of Otorhinolaryngology will not result in an increase in the budget for otorhinolaryngology, since no additional personnel, equipment or space will be required. Space now occupied by the Division of Otorhinolaryngology will be transferred from the Department of Surgery to the new department.

If this recommendation is approved, it will be submitted to the Coordinating Board for consideration.

Secretary's Note: If this recommendation is approved, the minute order will reflect that after the change is approved by the Coordinating Board, the next appropriate catalog published will be amended to reflect this action.

5. Galveston Medical Branch: Proposed Affiliation Agreement with the University of Montpellier Faculty of Medicine, Montpellier, France.--

RECOMMENDATION

It is recommended by President Levin and Chancellor Walker that the following affiliation agreement (Pages HAC 6 - 10) by and between The University of Texas Medical Branch at Galveston and the University of Montpellier Faculty of Medicine, Montpellier, France, be approved. The agreement was executed by the appropriate officials on August 20, 1979, to be effective upon approval by the Board of Regents.

PURPOSE

This agreement will facilitate and develop the program exchange of teachers and investigators between the two medical schools. Initially, the exchange program will focus on the fields of immunology and cancer, radiology, neurophysiology, orthopedics and biomechanics and respiratory diseases. There will be a specific agreement for each faculty member involved in the exchange. The proposed exchange in faculty will be of great benefit to the education and research programs of the U. T. Medical Branch.

INTER-UNIVERSITY DIRECT EXCHANGE AGREEMENT PROGRAM

Preamble

This Agreement is made within the framework of the Agreement on Educational and Cultural Exchange (Fulbright Agreement) concluded between the Governments of France and of the United States of America on May 7, 1965.

Its terms have been examined and approved by the authorities concerned with the execution of such agreements in both countries.

Parties to the Agreement

The Agreement has been concluded between:

The University of Montpellier (Faculty of Medicine), France
Represented by its President, Professor Paul Coste-Floret

and

The University of Texas Medical Branch at Galveston, U.S.A.
Represented by its President, Professor William C. Levin

Stipulations of the Agreement

It is agreed that:

Article I - Purpose - Field of Exchange - Duration

This Agreement is intended to facilitate and develop between the contracting parties a program of exchange of teachers and researchers. Periods and time of the exchange can be organized to suit the convenience of the participating institution. Usually this will be for a minimum of three months.

Exchanges will be pursued in the following fields:

Immunology and Cancer

Scanner and Radiology

Neurophysiology

Orthopedics and Biomechanics

Respiratory Diseases and Allergology

and other programs which may develop.

Article II - Nomination of Candidates

Each year, not later than March 1, for departures planned for the Fall Semester and September 1, for departures for the Spring Semester, both universities shall have agreed upon the exchange candidacies for the following year.

The Franco-American Commission will be immediately apprised of the names and qualifications of these candidates so that it can provide them with appropriate instructions to make formal applications for travel funds and other financial assistance as described in Article V below.

The participating institutions are responsible for the proposing of acceptable exchange candidates. These shall be of the usual standard common to Fulbright Program Grantees.

Article III - Duties of the Exchangees

The duties of the exchangee should be determined in the course of the negotiations between the institutions concerned. Unless otherwise specified, visiting specialists will assume the same teaching and work schedules as their colleagues of equal rank in their host university.

In addition to formal university obligations, exchangees, during their period of stay overseas, will make themselves available for consultation regarding the exchange plans for the following year.

Article IV - Payment of Salaries

Each participating institution will continue to furnish the usual home salary to its representative during the period of his/her service overseas. These salaries are subject to the fiscal regulations of the home country (Income Tax).

In the event that some additional salary is provided to an exchangee by the establishment of the host country, the sums involved are subject to the stipulations of a fiscal agreement entered into by the Governments of France and the United States on July 28, 1967 (Publications 518-10-73 - Foreign Scholars and Educational and Cultural Exchange Visitors - page 28 - Articles 15-17-18). According to this Agreement, exchangees are exempted from income taxes of the Host Country on salaries paid for personal services rendered for purposes of teaching and research.

Article V - Financial Assistance Provided by the Franco-American Commission for Educational Exchange (Fulbright Commission) (Travel Allowances and Salary Supplements)

Each participating institution shall provide payment for round trip travel allowances or expenses for its representatives.

It is possible to make application for travel allowances provided that the exchange period is of at least three months duration.

These allowances are accompanied by free insurance coverage against illness and accident during the stay overseas. They are available to exchangees only, and not to members of their families.

Americans must make application by letter before March 31, for departure in the Fall Semester and before September 30, for departure in the Spring Semester.

These letters of application, referring to the Inter-University Agreement which shall have been drawn up by their home institutions, shall be sent to the Council for International Exchange of Scholars, Eleven Dupont Circle, Washington, D.C. 20036.

It is understood that the selection procedure for travel allowances is subject to the same regulations as those prevailing for the selection of other Fulbright grantees.

Participating exchanges are also eligible, in certain cases, to apply for small salary supplements which they may request at the same time as the travel allowances. These salary supplements will be granted, budget permitting, in cases where insufficient salaries would result in financial hardship in meeting living costs in the host country.

Article VI - Activation of the Agreement

The present Agreement shall become effective after it has been approved by The University of Texas System Board of Regents on September 1, 1979, and shall have a total duration of three years, renewable by simple extension of the same by the parties. Likewise the Agreement may be rescinded by either of the parties with advance notice of six months.

All modifications of the present text should be brought to the attention (for approval) of the Franco-American Commission for Educational Exchange, 9 rue Chardin - 75016-PARIS.

The continuity of inter-university cooperation established by this Agreement shall be assured by the participating parties which, each year, after due consultation, will select their representatives and determine their duties and period of exchange.

Article VII

As to the French clinical academic staff of the University, the clauses of the present convention will apply to them, in accordance with the law, decrees, documents and regulations

(especially the decree of September 24, 1960) to which they are bound because of their dual role and activity (Ministry of University and Ministry of Health).

General University Approving Signatories of the Agreement:

Executed and delivered this the twentieth day of

August, 1979.

Attest:

UNIVERSITY OF MONTPELLIER
(Faculty of Medicine)

Secretary

By: 

Paul Coste-Floret
President

By: 

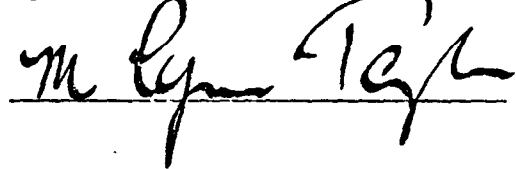
Pierre Rabischong
Dean of the Faculty of Medicine

THE UNIVERSITY OF TEXAS MEDICAL
BRANCH AT GALVESTON

By: 

William C. Levin
President

Approved as to form:



Approved as to content:

By: 

Edward N. Brandt, Jr.
Vice Chancellor for Health Affairs
The University of Texas System

Approved:

By: 

E. D. Walker
Chancellor
The University of Texas System

Attest:

BOARD OF REGENTS OF THE
UNIVERSITY OF TEXAS SYSTEM

Betty Anne Thedford
Secretary
Board of Regents of The
University of Texas System

By: _____

Dan C. Williams
Chairman

6. Galveston Medical Branch: Proposed Affiliation Agreement with St. Mary Hospital, Port Arthur, Texas.--

RECOMMENDATION

President Levin and Chancellor Walker recommend approval of the affiliation agreement set out on Pages HAC 12-17 by and between The University of Texas Medical Branch at Galveston and St. Mary Hospital, Port Arthur, Texas, to be effective upon approval by the Board of Regents. Faculty for the program will be employed and appointed by standard University procedures and funding will be from a variety of sources, including state appropriation for family medicine residencies.

PURPOSE

This agreement, which is to permit cooperation in the education of family physicians, is consistent with the plans of the health components to expand their family medicine residency offerings. Specifically, it is proposed to develop a jointly sponsored family medicine residency program to be located at St. Mary Hospital in Port Arthur, Texas.

AFFILIATION AGREEMENT

This AGREEMENT made and entered into this _____ day of _____, 1979, by and between the BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM, Hereinafter sometimes called "University," and ST. MARY HOSPITAL of Port Arthur, 3600 Gates Boulevard, Port Arthur, Texas, owned by the Sisters of Charity of the Incarnate Word, Houston, Texas, a non-profit Texas corporation, and hereinafter referred to in the singular as "Hospital", WITNESSETH:

WHEREAS, advancement and progress in medicine are now being achieved at a more significant and rapid rate than during any previous period in history; and

WHEREAS, in recognition of these dramatic changes and of all future discoveries and developments, the University and the Hospital find it desirable to establish a closer working relationship between the two institutions, both of which share a common commitment to offer the people of Texas the finest medical care and a desire to participate in the education of family physicians.

WHEREAS, it is in the best interest of both parties to cooperate in the education of family physicians.

NOW THEREFORE, with these objectives in mind and with an intent to develop a training program for family physicians and to pursue this goal jointly to the extent consistent with the interests of each institution, the University and Hospital hereby agree as follows:

1. EXTENT OF AFFILIATION AT THE FAMILY MEDICINE DEPARTMENTAL LEVEL

The purpose of this agreement is to establish a broad framework of institutional policies to facilitate cooperation between the University and the Hospital. It is agreed that the initiative for establishing any University Family Medicine department working relationship will be vested in the Family Medicine departments of the

University and the Hospital. It is further understood that the Family Medicine department of the University or the Hospital may choose to establish additional affiliations, depending upon the needs and circumstances of the Family Medicine department or Hospital, and subject to the appropriate action by the respective governing bodies of those institutions.

2. PROVISIONS FOR FACULTY APPOINTMENTS FOR HOSPITAL FAMILY MEDICINE AND OTHER APPROPRIATE STAFF MEMBERS

Both parties agree that academic status is a strong inducement for attracting well qualified individuals for teaching positions at the Hospital, and that academic appointments made by the University for individuals in key positions contracted by the Hospital may include tenure or assurance of continuation of contractual agreement, consistent with the policies of the Hospital and rules and regulations of the University of Texas System related to faculty. Academic appointments, including tenure, may be nominated to the Chairman of the Family Medicine Department by the Director of the Family Practice component of the Hospital on an individual basis. Since the granting of tenure implies in part a long term financial responsibility to the individual granted tenure, discussion between the Hospital and the University and a written and appropriately signed agreement for such fiscal responsibility must precede a request for tenure so as to avoid problems which would arise if the affiliation were terminated.

If the Chairman of the University Family Medicine Department disapproves, he will so notify the Hospital Family Practice Director. If the Department Chairman approves the nomination from the Hospital Family Practice Director, the Department Chairman will notify the Hospital Family Practice Director in writing and state that this is a preliminary approval with final approval contingent upon U.T.M.B. administrative approval and acceptance of such approval by the University of Texas System Board of Regents.

In the interest of excellence and need, the Department Chairman may recommend a qualified person to an academic position to serve in the Family Practice component of the Hospital, subject to approval or disapproval of the Hospital Family Practice Director and the Hospital Administration. If a faculty member is so appointed by the Department Chairman, with approval of the Hospital Family Practice Director and the Hospital Administration, such appointment is contingent upon the approval of the University of Texas Medical Branch administration and the University of Texas Regents.

The faculty member is subject to all the rules and regulations of the University of Texas related to faculty and is subject to the Hospital's Medical Staff Bylaws, Rules and Regulations with regard to medical practice in the Family Practice component of the Hospital and in the Hospital.

3. COMPENSATION ARRANGEMENTS FOR FULL-TIME or PART-TIME FACULTY

Full-time or part-time faculty physicians employed full-time or part-time by the University and based at the Hospital with academic appointments will be subject to The University of Texas System policy regarding salary plan.

4. COMPENSATION ARRANGEMENTS FOR FULL-TIME FAMILY MEDICINE RESIDENTS AT THE HOSPITAL

Full-time trainee physicians employed by the University and based at the Hospital with residency appointments will be subject to The University of Texas System policy regarding salary plan.

5. JOINT SPONSORSHIP OF RESEARCH ACTIVITIES

In the event and upon joint approval, Hospital and the Family Medicine Department desire to jointly pursue research, Hospital may provide research facilities for faculty and staff who are geographically full-time or part-time within the Hospital. In the event such research is performed at University Family Medicine site, research facilities will be provided by the department. Research projects may be jointly

sponsored by the department and the Hospital through contract. In such cases, the contract will state the extent of the responsibility of each institution in the administration and disposition of research funds, provision of staff and facilities, and ownership of equipment purchased with research funds.

6. PROVISION FOR REVIEW OF RELATIONSHIP

Both parties agree that a productive and harmonious relationship between the two institutions depends upon maintaining effective channels of communication. The parties anticipate that routine matters will be handled and decided mutually through continuous contacts between the Family Medicine Department of the University and the Hospital. At least annually, and more frequently if necessary, a group representing each institution will meet to review and discuss overall relationships and policies and other matters of common concern.

If any aspect of this agreement becomes unsatisfactory, a joint committee of appointed representatives of both institutions shall be responsible for discussing and resolving questions involved. If a change in the agreement is necessary, the committee shall make recommendations to the authorities at each institution. Either party hereto shall have the right to terminate this agreement by giving written notice of intent of dissolution to the other party at least thirty (30) days in advance of a joint meeting for the purpose of accomplishing same. The effective dates for such dissolution shall be mutually agreed upon, allowing adequate time for each institution to make necessary arrangements for an orderly transition. In the absence of such an agreement, however, the effective date of such dissolution or termination shall not exceed twelve (12) months after the receipt of such written notice of dissolution.

7. JURISDICTIONAL POWERS

It is agreed that the Hospital shall retain all jurisdictional

powers incident to separate ownership, including the power to determine the general and fiscal policies of its institution; selection of the directing head of the Hospital, and the determination of the acceptability and desirability of the Hospital medical and professional staff.

8. ADMISSION OF PATIENTS

All admissions of patients to the Hospital shall be under the regular rules and policies of the Hospital, and full and complete direction of the administration and supervision of the Hospital, as well as appointments to the medical staff, shall at all times be retained by the Hospital.

9. MEDICAL PROFESSIONAL LIABILITY PROTECTION

Medical Professional liability protection will be under the Plan for Professional Medical Malpractice Self-Insurance, pursuant to the authority granted by Senate Bill 391, Sixty-fifth Texas Legislature, providing full-time employed physicians of The University of Texas System with medical professional liability protection. Protection under the Plan is subject to the particulars, terms, conditions, and limitations of the approved Plan of Self-Insurance and the interpretations thereof by the Board of Regents or its authorized representative.

10. TERM OF AGREEMENT

This agreement shall be for a term of ten (10) years from and after the date of execution unless sooner terminated as hereinabove provided. It may also be amended in writing to include such provisions as both parties may agree upon.

THE UNIVERSITY OF TEXAS MEDICAL
BRANCH AT GALVESTON

William C. Levin

William C. Levin, MD
President, UTMB

FORM APPROVED:

APPROVED AS TO CONTENT - SYSTEM

M. Lynn Taha for
General Counsel of the System

Edward N. Brandt, Jr.
Edward N. Brandt, Jr., MD, PhD
Vice Chancellor for Health Affairs (System)

ATTEST:

E. D. Walker
E. D. Walker, Chancellor
U. T. System

ATTEST:

BETTY ANNE THELFORD, SECRETARY
Board of Regents of
The University of Texas System

DANC WILLIAMS
Chairman Board of Regents
The University of Texas System
ST. MARY HOSPITAL OF PORT ARTHUR

Sister M. Nora Dwan
Administrator

APPROVED:

Howard C. Butler
General Counsel of
St. Mary Hospital of Port Arthur

APPROVED (SUBSTANCE):

Sister M. Wilfred Shorten
SCH Contract Committee

APPROVED (SUBSTANCE):

Sister M. Wilfred Shorten
SCH Health Care Coordinator

ATTEST:

ST. MARY HOSPITAL OF PORT ARTHUR
LOCAL GOVERNING BOARD

Lorraine Blackwell

Lorraine Blackwell

ATTEST:

SISTERS OF CHARITY OF THE INCARNATE WORD
Houston, Texas (SCH)

Regina Sader

Sister Mary David
President

7. Houston Health Science Center: Proposed Affiliation Agreement with the Institute of Hemotherapy, Houston, Texas.--

RECOMMENDATION

President Bulger and Chancellor Walker recommend that approval be given to the affiliation agreement by and between The University of Texas Health Science Center at Houston and the Institute of Hemotherapy, Houston, Texas. The agreement was executed by the appropriate officials on August 29, 1979, to be effective upon approval by the Board of Regents.

PURPOSE

The agreement will enhance the educational experiences of assigned students at the Houston Health Science Center.

8. Houston Health Science Center: Proposed Affiliation Agreement with St. Joseph Hospital, Houston, Texas.--

RECOMMENDATION

It is recommended by President Bulger and Chancellor Walker that approval be given to the following affiliation agreement (Pages HAC 19-22) by and between The University of Texas Health Science Center at Houston and St. Joseph Hospital, Houston, Texas. The agreement was executed by the appropriate officials on July 19, 1979, to be effective upon approval by the Board of Regents.

PURPOSE

This agreement will provide education experience for interns, residents, fellows and medical students of the Houston Health Science Center and will permit the assignment of these students to St. Joseph Hospital. The agreement provides for the appointment of full-time faculty to the medical staff of St. Joseph Hospital, if they meet the conditions for such membership and for the handling of patient fees in accordance with the Regents' Rules and Regulations.

MEDICAL EDUCATION AND HEALTH CARE

AFFILIATION AGREEMENT

This Agreement made the 19th day of July, 1979, by and between THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT HOUSTON ("University"), a component institution of THE UNIVERSITY OF TEXAS SYSTEM ("System"), and ST. JOSEPH HOSPITAL OF HOUSTON ("Facility"), a Division of the Sisters of Charity of the Incarnate Word, Houston, Texas, A Texas non-profit corporation having its principal office at Houston, Texas,

WITNESSETH:

WHEREAS, Facility now operates hospital facilities located at 1919 LaBranch, in the City of Houston, State of Texas, and therein provides health care services for persons in need of such services; and University provides a medical education program with respect to health care; and

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

WHEREAS, Facility is committed to a goal of making available the best obtainable supply of personnel educated in the field of health care to those who utilize its health care services and facilities, as being in the best interests of Facility, and believes that achievement of such goal can best be accomplished by affording University's interns, residents, fellows and medical students the opportunity to participate in meaningful educational experiences as a part of a medical education and health care program, through utilization of appropriate facilities and personnel of Facility, and appropriate personnel of University; and

WHEREAS, in order to accomplish such objectives, University and Facility intend to establish and implement from time to time one or more medical education and health care experience programs which will involve the interns, residents, fellows and medical students and personnel of University, and the facilities and personnel of Facility;

NOW, THEREFORE, in consideration of premises of the benefits derived and to be derived therefrom, and from the program or programs established and implemented by said parties, University and Facility agree that any program agreed to by and between Facility and University, during the term of this Agreement, for purposes of achieving the above described objectives of said parties (hereinafter called "Medical Education 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 University and Facility with respect to Program have been reduced to writing ("Program Agreement"), executed by the duly authorized representatives of Facility and University, and approved in writing by the President of System, and, if payment of monies or conditions of employment or appointment are a part of such Program Agreement, approved by the Board of Regents of 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 Facility and University, and approved by the President of System, and, if payment of monies or conditions of employment or appointment are a part of such Program Agreement, approved by the Board of Regents of System.

5. Appointment to the Medical Staff of Facility and admissions of patients to Facility shall be subject to, and in accordance with, the Medical Staff Bylaws and written regulations and procedures of Facility. The right to administer, direct, supervise and control activities of Facility and its personnel is hereby expressly retained by Facility.
6. Appointment of members of the Medical Staff of Facility to the faculty of the University shall be subject to, and in accordance with, the rules and regulations of the Board of Regents of System.
7. Except for certain acts to be performed by University pursuant to express provisions of this Agreement, Facility hereby agrees to furnish the premises, personnel, services and all other things necessary for the Program, as specified in the Program Agreement, and, in conjunction with such Program, further agrees:
 - (a) To comply with all federal, state and municipal laws, ordinances, rules and regulations applicable to performance by Facility of its obligations under this Agreement, and all applicable accreditation requirements, and to certify such compliance to University or other entity when requested to do so by University.
 - (b) To permit the authority responsible for accreditation of University's curriculum to inspect such facilities, services and other things provided by Facility pursuant to this Agreement as are necessary for accreditation evaluation.
 - (c) To appoint a person to serve for Facility as liaison (Liaison) to the faculty and students engaged in the Program; provided, however, that no person not having the prior written approval of University shall be appointed Liaison; and in such connection, Facility shall furnish in writing to University (not later than thirty (30) days prior to the date the Liaison appointment is to become effective) the name and professional and academic credentials of the person proposed by Facility to be Liaison, and within ten (10) days after receipt of same, University shall notify Facility of University's approval or disapproval of such person. In the event the Liaison becomes unacceptable to University after appointment, and University so notifies Facility in writing, Facility will appoint another person to serve as Liaison in accordance with the procedure stated in the first sentence of this sub-paragraph (c).
 - (d) Subject to the provisions of paragraph 5, to appoint any full-time member or members, of the faculty of University to the Medical Staff of Facility following suitable application made to Facility by such faculty member or members, and compliance with the applicable procedure and approvals, in the same manner as other physicians applying for Medical Staff membership, and, upon adoption of an amendment of the Facility's current Medical Staff Bylaws, to afford any such qualified person or persons, so appointed full admission of patient privileges.
 - (e) That patient fees attributable to the physician services of the full-time University faculty on the Medical Staff of Facility, shall be handled and treated in all respects solely in accordance with policies and procedures of University as approved by the Board of Regents of System.
 - (f) To permit interns, residents, fellows and medical students assigned by University to enter in and upon the premises of Facility for purposes of the Program, and to participate in providing

health care services to patients insofar as appropriate and permissible under law and as provided in Program Agreement.

8. University hereby agrees:

- (a) To furnish Facility with the names of the interns, residents, fellows and medical students assigned by University to participate in the Program, with the understanding that such interns, residents, fellows and medical students will be considered part of the University's residency training program and not necessarily eligible for other residence programs conducted by the Facility.
 - (b) To assign for participation in the Program only those interns, residents, fellows and medical students (1) who have satisfactorily completed those portions of its curriculum which, according to Program Agreement, are prerequisite to such participation, and (2) who have entered into a written agreement with University and Facility that they will not publish any material relating to the Program, or their experience in participating therein, without the prior written approval of University and Facility.
 - (c) To designate a member of the University faculty to coordinate with Facility through its Liaison the learning assignment to be assumed by each intern, resident, fellow and medical student participating in the Program, and to furnish to Facility in writing the name of such faculty member. In the event the faculty member becomes unacceptable to Facility after appointment, and Facility so notifies University in writing, University will appoint another faculty member to serve as coordinator.
9. If and when deemed to be desirable (but subject to prior written agreement of the parties hereto) Facility will provide research facilities for University faculty members on the active Medical Staff of Facility and who are physically based full-time in and at Facility.
10. All notices under this Agreement shall be provided to the party to be notified in writing, either by personal delivery or by United States mail. All notices under this Agreement shall be deemed given to a party when received by such party's designated representative.
11. 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 representative of the parties, and approved by the Board of Regents of System.
12. No oral representations of any officer, agent or employee of Facility or System, or any of its component institutions (including, but not limited to, University), 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.
13. 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.
14. This Agreement shall not become effective unless and until approved by the Board of Regents of The University of Texas System. If so approved, this Agreement shall become effective on the date of such approval, and shall continue in effect for an initial term ending one (1) year after the date and year of execution by Facility and University, 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 interns, residents, fellows and medical 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.

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

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

UNIVERSITY

BY:

Roger J. Bulger
President Roger J. Bulger, M.D.

The University of Texas

Health Science Center at Houston

DAN C. WILLIAMS, CHAIRMAN
Chairman, Board of Regents
Board of Regents of
The University of Texas System

FORM APPROVED:

M. Lynn Taylor
General Counsel of the System

CONTENT APPROVED:

Edith Belk
Chancellor of the System

Edward M. Branstetter
Vice Chancellor for Health Affairs
(System)

ATTEST:

Donna Lavelle
(Title)

FACILITY

BY

Sister Mary Henrietta
Administrator
(Title)

Legal Counselor,
Butler, Binion, Rice, Cook & Knapp:

Approved (Form)

John L. Zippert

9. San Antonio Health Science Center: Proposed Affiliation Agreement with San Antonio Children's Center, San Antonio, Texas.--

RECOMMENDATION

It is recommended by President Harrison and Chancellor Walker that approval be given to the following affiliation agreement (Pages HAC 24-28) by and between The University of Texas Health Science Center at San Antonio and the San Antonio Children's Center, San Antonio, Texas, to be effective on the date approved by the Board of Regents.

BACKGROUND INFORMATION

This agreement, which will enhance the educational programs in pediatrics, is a renewal for ten years of an agreement which has been in effect for the past five years. Since the agreement has been satisfactory to both parties, the only change in the agreement is to extend the effective date *and to delete the old*
Renewal Clause.

*See Supplementary Sheet.
(yellow)*

AFFILIATION AGREEMENT

THE STATE OF TEXAS X

COUNTY OF BEXAR X

This AGREEMENT is executed on October 12, 1979, by and between the BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM, for and on behalf of The University of Texas Health Science Center at San Antonio, San Antonio, Texas, sometimes referred to as "University" in this agreement, and the BOARD OF DIRECTORS OF THE SAN ANTONIO CHILDREN'S CENTER, a Texas charitable corporation of San Antonio, Texas, referred to as the "Center" in this agreement, WITNESSETH:

WHEREAS, it is mutually recognized that the University and the Center have certain objectives in common: namely, (1) the advancement of mental health services through excellent professional care of patients; (2) the education and training of medical and ancillary personnel; (3) the advancement of medical knowledge through research; and (4) the promotion of personal and community health, and that each can accomplish these objectives in larger measure and more effectively through certain affiliated operations; and

WHEREAS, it is the desire of both parties that the facilities operated by the Center be available for use by the University as a teaching and training facility and that faculty and students of the University be available for service at the Center to the extent agreed upon by the parties in order that both parties may accomplish their objectives in larger measure and more effectively;

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

(1) PURPOSE OF AFFILIATION

(a) The purpose of this agreement is to establish a broad framework of institutional policies to facilitate

cooperation between the University and the Center. It is agreed that the initiative for establishing definitive relationships will be vested in the respective department heads of the departments within institutions of the University and the corresponding departments or divisions of the Center. It is further understood that the individual departments of the agreeing parties may or may not establish affiliations, depending upon the needs and circumstances of the departments and subject to the appropriate action by the respective governing bodies of the institutions.

(2) PROVISIONS FOR FACULTY APPOINTMENT FOR CENTER STAFF MEMBERS

Both parties agree that academic status is a strong inducement for attracting well-qualified individuals for professional staff positions at the Center, and that faculty appointments made by the University for individuals in key positions at the Center should include reasonable assurances of continuation of employment by the Center. Academic appointments, including tenure, will be nominated by the Center or the University and will be granted after mutual departmental agreement on an individual basis, subject to the approval of the person by the University and satisfactory arrangements covering the financial obligations accompanying all appointments in this category. The alternatives for obtaining appointments in this category are:

(a) Guarantee by the Center of future salary costs for appointments made by the University

Under a contract negotiated between the individual physician and the Center, with the approval of the University, the Center will agree to pay to the University the salary plus appropriate fringe benefits for the position authorized in accordance with the terms of the contract. These payments will continue as long as the University is required to maintain these personnel, but not to exceed the term of the contract as negotiated between the parties.

(b) Center Staff with Faculty Appointment with or without partial compensation from the University

Mutual agreement between the Center and the University is required for appointment in either category with definition of faculty title, duties, amount and source of compensation (if any), and term of appointment (annual, unless otherwise agreed upon).

(3) OTHER PROVISIONS CONCERNING STAFF

(a) Rules and personnel practices established by the Center will be used in the appointment of all staff of the Center who do not receive teaching assignment, faculty designation, or compensation through the University.

(b) Physicians and other mental health personnel employed full time by the University and based at the Center, with academic appointments, will be subject to The University of Texas System Medical Service, Research and Development Plan rules and regulations.

(4) JOINT SPONSORSHIP OF RESEARCH ACTIVITIES

If personnel employed by the Center who have faculty appointments at the University need research facilities they will be made available by the Center provided the regular and continuing activities and programs of the Center will not be adversely affected. When research facilities are needed the need will be explained to the Board of Directors of the Center which will, after considering the specific research program and the current requirements of the Center for facilities, determine whether the facilities can be made available. Research projects at the Center may be sponsored by the University, the Center, or jointly. When there is joint sponsorship, the extent of the responsibility of each institution in the administration and disposition of research funds, provision of staff and facilities, and ownership of equipment purchased with research funds will be clearly stated in writing.

(5) PROVISION FOR REVIEW OF RELATIONSHIP

Both parties agree that a productive and harmonious relationship between the two institutions depends upon maintaining effective channels of communication. The parties anticipate that routine matters will be handled and decided mutually, through continuous contacts at the departmental level. At least annually, and more frequently, if necessary, a group representing each institution shall review all relationships and policies, and other matters of common concern.

(6) JURISDICTIONAL POWERS

It is agreed that the Board of Directors of the Center shall retain all jurisdictional powers incident to separate ownership, including exclusive jurisdiction over the administration and supervision of its facilities, its general and fiscal policies, the appointment and supervision of its professional staff and employees, and all commitments, agreements or decisions to be made pursuant to this agreement. However, the Center will seek counsel and advice of the University when the exercise of such jurisdiction affects the programs of the teaching and research which it will conduct with the University.

~~(7) HOLD HARMLESS~~

~~Only insofar as authorized by law to do so, the University agrees to hold the Center harmless from and against any and all liability for personal injury, including injury resulting in death, or damage to property, or both, resulting directly or indirectly from the use by the University of the Center facilities and agrees to reimburse the Center for all reasonable expenses, including attorney's fees, incurred by the Center in defending any such claim or claims.~~

~~(7) MODIFICATION OF AGREEMENT AND TERMINATION~~

~~If any aspect of this agreement becomes unsatisfactory to either party, a joint committee of representatives of both institutions shall be responsible for discussing and resolving difficulties. If a change in the agreement is necessary, the committee shall make recommendations to the authorities of each institution. If~~

problems develop that are sufficiently serious and cannot be resolved, dissolution of the agreement may be indicated. The effective date of such dissolution shall be mutually agreed upon, with adequate time to allow the University and the Center to make necessary arrangements for dissolution in an orderly manner. In the absence of such an agreement the effective date of such dissolution or termination shall be six months after receipt by either party of a written notice from the other party.

9) PERIOD OF AGREEMENT AND AMENDMENT

This agreement is for a period of ten years from its date of execution, unless terminated by either party as hereinabove provided. It may be extended or amended in writing to include such provisions as the parties may agree upon. Employees of the Center or the University, or both, shall have no rights under this agreement that cannot be altered or amended by agreement of the parties or that cannot be amended or terminated upon amendment or termination of this agreement.

EXECUTED by the parties on the day and year first above written.

UNIVERSITY

By: Frank Harrison
President
The University of Texas Health
Science Center at San Antonio

ATTEST:

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

Dan C. Williams, Chairman
Board of Regents
The University of Texas System

FORM APPROVED:

CONTENT APPROVED:

General Counsel of the System

Chancellor of the System

Samuel B. ...
Vice Chancellor for Health Affairs

ATTEST:

Larry O'Neil

FACILITY
By: [Signature]
Chairman, Board of Directors of
The San Antonio Children's Center

10. University Cancer Center: Amendment to Affiliation Agreement with Rio Grande Radiation Treatment and Cancer Research Foundation, McAllen, Texas, Dated September 30, 1976.--

BACKGROUND INFORMATION

Below is a minute order from the Minutes of October 20, 1978.

"University Cancer Center: Affiliation Agreement with Rio Grande Radiation Treatment and Cancer Research Foundation, McAllen, Texas (Supersedes Agreement Approved by the Board of Regents on July 9, 1976). --Upon the recommendation of President LeMaistre and System Administration, the Health Affairs Committee approved an affiliation agreement by and between The University of Texas System Cancer Center and the Rio Grande Radiation Treatment and Cancer Research Foundation, McAllen, Texas, subject to approval by the Foundation of the deletion of the second paragraph of said agreement (Section 2.17) and the substitution therefor of the standard indemnity clause in the University's model agreement which reads as follows:

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

This agreement will supersede the agreement approved by the Board of Regents on July 9, 1976. The final draft of the agreement will be reported for the record at a future meeting of the Board of Regents."

The agreement approved on July 9, 1976 was executed on September 30, 1976. The agreement authorized on October 20, 1978 was to supersede the agreement dated September 30, 1976 (approved by the Board on July 9, 1976). However, the October 1978 agreement was never executed and was never filed in the Board of Regents' Office. Hence, the final draft could not be reported for the record.

It is now recommended that the original agreement dated September 30, 1976 be amended as set out on Pages HAC 30-31. The original agreement dated September 30, 1976 is set out on Pages HAC 32-39.

AMENDMENT TO AFFILIATION AGREEMENT

The Board of Regents of The University of Texas System and the Rio Grande Radiation Treatment and Cancer Research Foundation, Inc., McAllen, Texas, hereby agree to amend the Affiliation Agreement dated the 30th day of September, 1976, as follows:

1. Section 2.17 of the said Affiliation Agreement shall read as follows:

Cancer Center, at its own expense, agrees to keep in force appropriate malpractice insurance coverage for its physicians.

2. Section 3 of the said Affiliation Agreement shall read as follows:

The Rio Grande Radiation Treatment Center shall be staffed by Cancer Center and run in accordance with the Rules and Regulations of the Medical Staff of Cancer Center.

Otherwise, the terms and provisions of the original contract executed on the 30th day of September, 1976, shall remain in full force and effect.

EXECUTED this the 18 day of January,
19 79

ATTEST:

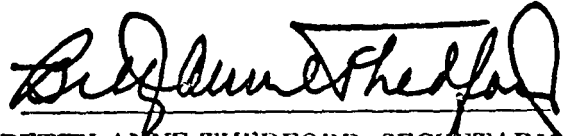
RIO GRANDE RADIATION TREATMENT
AND CANCER RESEARCH FOUNDATION,
INC.


David Earl
Secretary

By [Signature]

ATTEST:


BOARD OF REGENTS OF THE
UNIVERSITY OF TEXAS SYSTEM

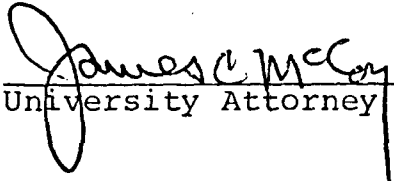

BETTY ANNE THIEDFORD, SECRETARY
Board of Regents of
The University of Texas System

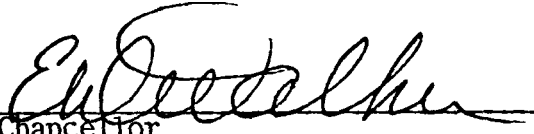
BY 
DAN C. WILLIAMS, CHAIRMAN
Board of Regents of
The University of Texas System

Approved as to Content:

Approved as to Form:


Vice Chancellor for Health Affairs


University Attorney


Chancellor

AFFILIATION AGREEMENT

THE STATE OF TEXAS X
COUNTY OF HIDALGO X

This Affiliation Agreement made and entered into this 30th day of September, 1976, by and between the RIO GRANDE RADIATION TREATMENT AND CANCER RESEARCH FOUNDATION, INC. of McAllen, Texas, hereinafter sometimes called "Foundation", and the BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM, a state agency duly authorized to execute this contract for and primarily in behalf of The University of Texas System Cancer Center, hereinafter sometimes called "Cancer Center",

W I T N E S S E T H :

WHEREAS, Foundation is the responsible community agent for the development, operation, and growth of an oncology center of the first class for the people of the Rio Grande Valley and owner of the Rio Grande Radiation Treatment Center located at 501 North Ware in McAllen, Texas; and

WHEREAS, the building to house the Radiation Treatment Center is now under construction and it is contemplated that it will be completed and all equipment installed on or about October 1, 1976; and

WHEREAS, Foundation desires the Rio Grande Radiation Treatment Center to be operated as a model radiation treatment and cancer research center for the benefit of the citizens of South Texas; and

WHEREAS, Foundation and Cancer Center agree on the desirability of establishing a closer working relationship between the two institutions which share a common commitment to offer the people of the Rio Grande Valley a program of excellence in cancer treatment, education, research, and a desire to

coordinate all medical care resources for the benefit of improved patient care; and

WHEREAS, Foundation and Cancer Center agree to the objective of expansion of this facility into an oncology center; and

WHEREAS, Foundation believes Cancer Center by reason of its experience and personnel is best qualified to operate the Rio Grande Radiation Treatment Center to achieve these objectives:

NOW, THEREFORE, Foundation and Cancer Center in consideration of the mutual benefits agree as follows:

1. Foundation agrees to complete such facilities for the Rio Grande Radiation Treatment Center including the purchase and installation of radiation therapy equipment and Cancer Center agrees to furnish supervisory and technical expertise in preparing the Radiation Center for operational maintenance. When it is completed, Foundation, in consideration of the sum of Ten Dollars (\$10.00) and the mutual benefits to the parties, does hereby lease the premises known and described as 501 North Ware, McAllen, Texas, to Cancer Center for a term beginning with the date of completion of such Center to run concurrently with this Affiliation Agreement in the manner set out in paragraph 2.18 of this Agreement.
2. Cancer center will staff and operate the facility.
 - 2.1 Cancer Center will pay all operation expenses, including personnel, supplies, utilities and maintenance.
 - 2.2 Cancer Center will establish an operating fund account, drawing upon the same to reimburse Cancer Center for all salary and other direct costs relating to personnel employed for the Rio Grande Radiation Treatment Center prior to the start of operations and to meet current operational expenses. The Cancer Center will deposit into such operating fund all receipts from institutional operation.

2.3 Foundation will, upon completion of such facilities and the opening for business of the Cancer Center therein, deliver the sum of \$100,000 to the Cancer Center's operational fund to be used for operating expenses as provided for in this Agreement.

2.4 Foundation agrees to underwrite all institutional operating losses, if any, for four years, not in excess of \$300,000 which shall be paid as follows:

\$100,000 for pre-opening, and start-up
expenses not to exceed \$100,000

\$100,000 for first year as needed

\$ 50,000 for second year as needed

\$ 25,000 for third year as needed

\$ 25,000 for fourth year as needed

\$300,000

If the balance in the operational fund is less than \$150,000 at the beginning of a subsequent fiscal year, Foundation will transfer funds to the Cancer Center in the amount necessary to increase the balance to \$150,000. After all payments are satisfied and upon termination of this Agreement, all funds remaining which were advanced by Foundation shall be repaid to Foundation.

2.5 The Foundation will continue a fund raising effort to assist in providing funds for capital additions and replacements and to assist in financing care of charity patients as may be necessary.

2.6 Cancer Center will reserve any excess of institutional collections over expenses of operation to provide a source of funding for further program development in consultation with Foundation.

2.7 Foundation will be responsible for all taxes and shall maintain its tax exempt status.

- 2.8 Cancer Center will submit an audit of all Radiation Treatment Center funds annually generated. Monthly reports of income and expenses will be furnished the Foundation.
- 2.9 At the expiration of this Agreement, the facilities shall be returned by Cancer Center to Foundation in as good condition as when received less ordinary wear and tear and acts of God.
- 2.10 Cancer Center, in consultation with Foundation, will promulgate guidelines for determination of payment status of any person to receive treatment at the facility.
- 2.11 Cancer Center, in consultation with Foundation, will determine the institutional charges to be made to any person receiving treatment or other services on the equipment of the facility, the facility getting priority payment as jointly agreed upon.
- 2.12 Physicians Referral Service of the Cancer Center will determine the professional charges for physician services rendered to any person receiving treatment at the facility by The University of Texas M. D. Anderson Hospital staff and shall consult with Foundation and other professional staff having privileges regarding their professional charges.
- 2.13 Cancer Center will submit bills for and collect institutional charges.
- 2.14 Physicians Referral Service of the Cancer Center will submit bills for and collect professional fees for the Cancer Center professional staff.
- 2.15 Cancer Center will maintain books of account which reflect the transactions of operating the facility, such records being available for inspection by the Foundation, its officers or duly authorized agents.

2.16 Foundation, at its own expense, agrees to provide and keep in force during the term of this Agreement appropriate insurance coverage for the building and equipment including liability and property damage insurance coverage in amounts agreed upon by the parties. Such insurance shall name Foundation and Cancer Center as the insureds, as their respective interests may appear. General liability insurance shall be applicable to premises, improvements and equipment and shall protect against any and all claims arising from personal injury, death or any damage occurring upon, in or about the premises.

Foundation, at its own expense, hereby agrees to furnish medical liability insurance for all non-physician personnel in amounts required by Cancer Center so as to protect such staff against all claims and causes of action arising against such staff by virtue of this Agreement.

Cancer Center shall not be liable for any loss, damage or injury of any kind or character to any person or property arising out of this Agreement or caused by the negligence of Foundation or to Foundation's employees, licensees, permittees or visitors or caused by or arising from any defect in the improvements or structure thereon or in any equipment, and Foundation hereby agrees to indemnify and hold Cancer Center free and harmless from liability for any such loss, damage or injury.

2.17 Cancer Center, at its own expense, agrees to keep in force appropriate malpractice insurance

coverage for its physicians. Cancer Center will not assume responsibility for malpractice insurance coverage for other physicians granted privileges.

Foundation shall not be liable for any loss, damage or injury or any kind or character to any person caused or resulting from any act of Cancer Center's physicians, employees, licensees, permittees or visitors, and Cancer Center hereby agrees to hold Foundation harmless from liability for any such loss, damage or injury insofar as authorized by law so to do.

- 2.18 This Agreement shall commence on the date of the completion of the facility by Foundation and shall continue for four (4) years thereafter, and shall be automatically renewed for an additional term unless sooner terminated as hereinafter provided. The date of such completion referred to above shall be mutually agreed upon by the parties and evidenced by a letter transmitted by Foundation and accepted by Cancer Center.
3. Cancer Center will permit qualified radiotherapists in the area to use the radiation treatment facility, pursuant to appropriate rules, upon recommendation of the executive committee of the medical staff of Cancer Center and approval by President of Cancer Center for staff privileges and approval of such privileges by Foundation, qualified radiotherapists referred to herein being defined as:
- A. Those local radiologists certified in Radiology or Therapeutic Radiology now actively doing radiotherapy for privileges to perform radiation therapy with similar equipment.

- B. Radiologists moving into the area for purposes of performing radiation therapy in the future shall be certified by the American Board of Radiology in Radiology with primary practice in Radiation Therapy or certified by the American Board of Radiology in Therapeutic Radiology, and shall have obtained adequate and appropriate malpractice insurance.
4. Cancer Center agrees to abide by and conform to all nondiscriminatory policies.
 5. Both parties agree that a productive and harmonious relationship between the two institutions depends upon maintaining effective channels of communication. The parties anticipate that routine matters will be handled and decided mutually through continuous contacts between the Cancer Center Staff and Foundation. At least annually, and more frequently if necessary, a group representing each institution shall review and discuss overall relationships and policies and other matters of common concern. It is agreed and understood that a representative of Cancer Center selected by it and concurred in by Foundation shall serve as a full member of the Board of Directors and the Executive Committee of the Foundation.
 6. Amendments to this Agreement may be made after appropriate approvals for any unanticipated problems that arise that require further action on the part of the Cancer Center or Foundation.
 7. In the event the operation of such Rio Grande Radiation Treatment Center is not satisfactory to either party, it may give written notice of termination of this Agreement to the other party. Within thirty (30) days after receipt of such notice, the parties hereto will attempt to renegotiate this contract so as to

satisfy both parties, but if it cannot be accomplished and negotiations fail, then this contract will automatically terminate one hundred and eighty (180) days from the date of such original written notice of termination.

EXECUTED this the 30th day of September,
1976.

ATTEST:

ant. Dannie C. Cook
Secretary

RIO GRANDE RADIATION TREATMENT
AND CANCER RESEARCH FOUNDATION, INC.

BY [Signature]
President

ATTEST:

[Signature]
BETTY ANNE NEDFORD, SECRETARY
Board of Regents of
The University of Texas System

BOARD OF REGENTS OF THE
UNIVERSITY OF TEXAS SYSTEM

BY [Signature]
ALLAN SHIVERS, CHAIRMAN
Board of Regents of
The University of Texas System

Approved as to Content:

[Signature]
Deputy Chancellor

Approved as to Form:

[Signature]
University Attorney

CORRECTION

HEALTH AFFAIRS COMMITTEE

October 12, 1979

9. San Antonio Health Science Center: Proposed Affiliation Agreement with San Antonio Children's Center, San Antonio, Texas (Pages HAC 23-28). -- The only changes in the renewal agreement are to extend the effective date and to delete the hold harmless clause. The preliminary draft of the document was inadvertently inserted in the Material Supporting the Agenda. The final document is attached (Pages HAC 23a-28a).

AFFILIATION AGREEMENT

THE STATE OF TEXAS X

COUNTY OF BEXAR X

This AGREEMENT is executed on October 12, 1979, by and between the BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM, for and on behalf of The University of Texas Health Science Center at San Antonio, San Antonio, Texas, sometimes referred to as "University" in this agreement, and the BOARD OF DIRECTORS OF THE SAN ANTONIO CHILDREN'S CENTER, a Texas charitable corporation of San Antonio, Texas, referred to as the "Center" in this agreement, WITNESSETH:

WHEREAS, it is mutually recognized that the University and the Center have certain objectives in common: namely, (1) the advancement of mental health services through excellent professional care of patients; (2) the education and training of medical and ancillary personnel; (3) the advancement of medical knowledge through research; and (4) the promotion of personal and community health, and that each can accomplish these objectives in larger measure and more effectively through certain affiliated operations; and

WHEREAS, it is the desire of both parties that the facilities operated by the Center be available for use by the University as a teaching and training facility and that faculty and students of the University be available for service at the Center to the extent agreed upon by the parties in order that both parties may accomplish their objectives in larger measure and more effectively;

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

(1) PURPOSE OF AFFILIATION

(a) The purpose of this agreement is to establish a broad framework of institutional policies to facilitate

cooperation between the University and the Center. It is agreed that the initiative for establishing definitive relationships will be vested in the respective department heads of the departments within institutions of the University and the corresponding departments or divisions of the Center. It is further understood that the individual departments of the agreeing parties may or may not establish affiliations, depending upon the needs and circumstances of the departments and subject to the appropriate action by the respective governing bodies of the institutions.

(2) PROVISIONS FOR FACULTY APPOINTMENT FOR CENTER STAFF MEMBERS

Both parties agree that academic status is a strong inducement for attracting well-qualified individuals for professional staff positions at the Center, and that faculty appointments made by the University for individuals in key positions at the Center should include reasonable assurances of continuation of employment by the Center. Academic appointments, including tenure, will be nominated by the Center or the University and will be granted after mutual departmental agreement on an individual basis, subject to the approval of the person by the University and satisfactory arrangements covering the financial obligations accompanying all appointments in this category. The alternatives for obtaining appointments in this category are:

(a) Guarantee by the Center of future salary costs for appointments made by the University

Under a contract negotiated between the individual physician and the Center, with the approval of the University, the Center will agree to pay to the University the salary plus appropriate fringe benefits for the position authorized in accordance with the terms of the contract. These payments will continue as long as the University is required to maintain these personnel, but not to exceed the term of the contract as negotiated between the parties.

(b) Center Staff with Faculty Appointment with or without partial compensation from the University

Mutual agreement between the Center and the University is required for appointment in either category with definition of faculty title, duties, amount and source of compensation (if any), and term of appointment (annual, unless otherwise agreed upon).

(3) OTHER PROVISIONS CONCERNING STAFF

(a) Rules and personnel practices established by the Center will be used in the appointment of all staff of the Center who do not receive teaching assignment, faculty designation, or compensation through the University.

(b) Physicians and other mental health personnel employed full time by the University and based at the Center, with academic appointments, will be subject to The University of Texas System Medical Service, Research and Development Plan rules and regulations.

(4) JOINT SPONSORSHIP OF RESEARCH ACTIVITIES

If personnel employed by the Center who have faculty appointments at the University need research facilities they will be made available by the Center provided the regular and continuing activities and programs of the Center will not be adversely affected. When research facilities are needed the need will be explained to the Board of Directors of the Center which will, after considering the specific research program and the current requirements of the Center for facilities, determine whether the facilities can be made available. Research projects at the Center may be sponsored by the University, the Center, or jointly. When there is joint sponsorship, the extent of the responsibility of each institution in the administration and disposition of research funds, provision of staff and facilities, and ownership of equipment purchased with research funds will be clearly stated in writing.

(5) PROVISION FOR REVIEW OF RELATIONSHIP

Both parties agree that a productive and harmonious relationship between the two institutions depends upon maintaining effective channels of communication. The parties anticipate that routine matters will be handled and decided mutually, through continuous contacts at the departmental level. At least annually, and more frequently, if necessary, a group representing each institution shall review all relationships and policies, and other matters of common concern.

(6) JURISDICTIONAL POWERS

It is agreed that the Board of Directors of the Center shall retain all jurisdictional powers incident to separate ownership, including exclusive jurisdiction over the administration and supervision of its facilities, its general and fiscal policies, the appointment and supervision of its professional staff and employees, and all commitments, agreements or decisions to be made pursuant to this agreement. However, the Center will seek counsel and advice of the University when the exercise of such jurisdiction affects the programs of the teaching and research which it will conduct with the University.

(7) MODIFICATION OF AGREEMENT AND TERMINATION

If any aspect of this agreement becomes unsatisfactory to either party, a joint committee of representatives of both institutions shall be responsible for discussing and resolving difficulties. If a change in the agreement is necessary, the committee shall make recommendations to the authorities of each institution. If

problems develop that are sufficiently serious and cannot be resolved, dissolution of the agreement may be indicated. The effective date of such dissolution shall be mutually agreed upon, with adequate time to allow the University and the Center to make necessary arrangements for dissolution in an orderly manner. In the absence of such an agreement the effective date of such dissolution or termination shall be six months after receipt by either party of a written notice from the other party.

(8) PERIOD OF AGREEMENT AND AMENDMENT

This agreement is for a period of ten years from its date of execution, unless terminated by either party as hereinabove provided. It may be extended or amended in writing to include such provisions as the parties may agree upon. Employees of the Center or the University, or both, shall have no rights under this agreement that cannot be altered or amended by agreement of the parties or that cannot be amended or terminated upon amendment or termination of this agreement.

EXECUTED by the parties on the day and year first above written.

UNIVERSITY

By: Frank Harrison
President
The University of Texas Health
Science Center at San Antonio

ATTEST:

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

Dan C. Williams, Chairman
Board of Regents
The University of Texas System

FORM APPROVED:

General Counsel of the System

CONTENT APPROVED:

Chancellor of the System

Edmund R. Brantley
Vice Chancellor for Health Affairs

FACILITY

By: Chairman, Board of Directors of
The San Antonio Children's Center

ATTEST:

Land & Investment Committee

LAND AND INVESTMENT COMMITTEE
Committee Chairman Hay

Date: October 12, 1979
Time: Following the Meeting of the Health Affairs Committee
Place: Lounge, Student Union Building
Dallas Southwestern Medical School, The University of
Texas Health Science Center at Dallas, Dallas, Texas

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A. Investment Matters

Report on Clearance of Monies to Permanent
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I. PERMANENT UNIVERSITY FUND

A. INVESTMENT MATTERS

Report on Clearance of Monies to Permanent University Fund for June and July 1979 and Report on Oil and Gas Development.--The Executive Director for Investments and Trusts reports the following with respect to the Permanent University Fund for the months ending June 30, 1979 and July 31, 1979, and Oil and Gas Development as of July 31:

<u>Permanent University Fund</u>	<u>June 1979</u>	<u>July 1979</u>	<u>Cumulative This Fiscal Year</u>	<u>Cumulative Preceding Fiscal Year</u>	<u>Per Cent Change</u>
Royalty					
Oil	\$ 3,570,524.44	\$ 4,784,193.97	\$ 40,465,907.57	\$36,591,111.69	10.59%
Gas	2,803,291.13	2,748,158.12	27,352,380.54	33,568,827.79	(18.52%)
Water	22,331.39	26,974.76	189,596.09	200,651.79	(5.51%)
Salt Brine	1,656.05	2,629.33	28,458.26	36,649.87	(22.35%)
Sulphur	85,754.61	118,697.89	638,417.58	528,597.45	20.78%
Rental					
Oil and Gas Leases	165,930.87	16,367.78	2,044,003.94	1,245,205.59	64.15%
Other	6,400.00	100.00	28,500.51	21,094.93	35.11%
Miscellaneous	5,227.65		808,336.63	786,315.00	2.80%
	<u>\$ 6,661,116.14</u>	<u>\$ 7,697,121.85</u>	<u>\$ 71,555,601.12</u>	<u>\$72,978,454.11</u>	(1.95%)
Bonuses, Oil and Gas Lease	<u>-0-</u>	<u>-0-</u>	<u>9,719,000.00</u>	<u>17,869,500.00</u>	(45.61%)
Total, Permenent University Fund	<u>\$ 6,661,116.14</u>	<u>\$ 7,697,121.85</u>	<u>\$ 81,274,601.12</u>	<u>\$90,847,954.11</u>	(10.54%)

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Oil and Gas Development - July 31, 1979
Acreege Under Lease - 1,042,849

Number of Producing Acres - 395,129

Number of Producing Leases - 1,719

B. LAND MATTERS

1. Easements and Surface Leases Nos. 4956-5026, Material Source Permit No. 580, Water Contracts Nos. 174-176, Assignment of Easement No. 3181, and Flexible Grazing Leases Nos. 10-11. --It is recommended by the Vice Chancellor for Lands Management that the following applications for easements and surface leases, material source permit, water contracts, assignment of easement, and flexible grazing leases be approved. All have been approved as to content by the appropriate officials. Payment for each has been received in advance unless otherwise indicated. All documents are on the University's standard form and those effective prior to August 1, 1979, are at the standard rates adopted February 1, 1977, and those effective August 1, 1979, or thereafter, are at the standard rates adopted by the Board of Regents on June 1, 1979, to be effective August 1, 1979:

a. Easements and Surface Leases Nos. 4956-5026

No.	Company	Type of Permit	County	Location (Block #)	Distance or Area	Period	Consideration
4956	Charter Crude Oil Company	Surface Lease (Unloading site)	Reagan	11	0.702 acre	3/1/79-2/28/89	\$ 1,500.00 (Full)
4957	Exxon Corporation (Renewal of 3009)	Surface Lease (Separation & storage facility & flare pit)	Ward	16	5.23 acres	11/1/79-10/31/89	2,090.80 (Full)
4958	B C Service Company	Surface Lease (Welding yard)	Ward	16	250' x 400'	7/1/79-* 6/30/80	800.00
4959	Saxon Oil Company	Pipe Line	Reagan	58 & 9	320 rds. 2 inch	6/1/79-5/31/89	960.00
4960	El Paso Natural Gas Company (Renewal of 2967)	Pipe Line	Crane	30	1,991.03 rds. 10-3/4 inch	9/20/79-9/19/89	5,973.09
4961	Gulf Oil Corporation (Renewal of 3015)	Pipe Line	Ector	35	151.60 rds. 8 inch	10/1/79-9/30/89	454.80
4962	Lo-Vaca Gathering Company (Renewal of 2997)	Pipe Line	Ward	16	242.94 rds. 24 inch	9/1/79-8/31/89	971.76
4963	Lo-Vaca Gathering Company (Renewal of 3047)	Pipe Line	Ward	16	131.39 rds. 4½ inch	12/1/79-11/30/89	394.70
4964	Lo-Vaca Gathering Company (Renewal of 3049)	Pipe Line	Ward	16	381.70 rds. 4½ inch	12/1/79-11/30/89	1,145.10

*Renewable from year to year, but not to exceed a total of ten (10) years.

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No.	Company	Type of Permit	County	Location (Block #)	Distance or Area	Period	Consideration
4965	Lo-Vaca Gathering Company (Renewal of 3053)	Pipe Line	Ward	16	440.73 rds. 4½ inch	12/1/79- 11/30/89	\$ 1,322.19
4966	Lo-Vaca Gathering Company (Renewal of 3054)	Pipe Line	Ward	16	314.36 rds. 4½ inch	12/1/79- 11/30/89	943.08
4967	Lo-Vaca Gathering Company (Renewal of 3055)	Pipe Line	Ward	16	150.91 rds. 4½ inch	12/1/79- 11/30/89	452.73
4968	Phillips Petroleum Company	Pipe Line	Andrews	5,6,& 14	997.51 rds. Various Size	8/1/79- 7/31/89	3,491.29
4969	Exxon Pipeline Company (Renewal of 2942)	Surface Lease (Tank farm site)	Reagan	11	7.69 acres	7/7/79- 7/6/89	2,691.50 (Full)
4970	Southwestern Bell Telephone Co. (Renewal of 2994)	Surface Lease (Equipment Bldg.)	Ward	16	.23 acre	8/1/79- 7/31/80	200.00 (Min.)
4971	Lo-Vaca Gathering Company (Renewal of 2999)	Surface Lease (Gas Treating Plant)	Ward	16	14.69 acres	9/1/79- 8/31/89	5,876.00 (Full)
4972	Fin-Tex Pipe Line Company (Renewal of 2969)	Pipe Line	Ward	16	145.00 rds. 4½ inch	10/1/79- 9/30/89	435.03
4973	Aztec Gas System's Inc. (Renewal of 2951)	Pipe Line	Pecos	17 & 18	2,697.42 Various Size	7/1/79- 6/30/89	6,743.55
4974	Amoco Production Company	Pipe Line	Andrews	13	843.45 rds. 3½ inch	7/1/79- 6/30/89	2,530.35
4975	BTA Oil Producers	Pipe Line	Reagan	9	1,025.69 rds. 2 inch	6/1/79- 5/31/89	3,077.07
4976	Southern Union Refining Company	Pipe Line	Andrews	13	1,016.42 rds. 8 inch	6/1/79- 5/31/89	3,049.26

*Renewable from year to year, but not to exceed a total of ten (10) years.

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No.	Company	Type of Permit	County	Location (Block #)	Distance or Area	Period	Consideration
4977	Phillips Pipe Line Company (Renewal of 2938)	Pipe Line	Andrews	6	112.80 rds. 4½ inch	8/1/79- 7/31/89	\$ 338.40
4978	Phillips Petroleum Company	Pipe Line	Martin	7 & 6	342.67 rds. 4½ inch	6/1/79- 5/31/89	1,028.01
4979	Phillips Petroleum Company	Pipe Line	Martin	6	375.58 rds. 6-5/8 inch	5/1/79- 4/30/89	1,126.74
4980	Phillips Petroleum Company (Renewal of 2937)	Pipe Line	Ector-Crane	35	691.20 rds. Various Size	8/1/79- 7/31/89	2,073.60
4981	Phillips Petroleum Company (Renewal of 2996)	Pipe Line	Andrews	11 & 9	489.80 rds. 6-5/8 inch	7/1/79- 6/30/89	1,224.50
4982	El Paso Natural Gas Company	Pipe Line	Pecos	23	515.879 rds. 4½ inch	7/1/79- 6/30/89	1,547.64
4983	El Paso Natural Gas Company (Renewal of 3001)	Pipe Line	Andrews	1 & 9	175.97 rds. 3 & 4½ inch	12/1/79- 11/30/89	527.91
4984	El Paso Natural Gas Company (Renewal of 3002)	Pipe Line	Andrews	1	150.727 rds. 3½ inch	12/1/79- 11/30/89	452.18
4985	The Permian Corporation	Pipe Line	Reagan	1	561.88 rds. 4½ inch	7/1/79- 6/30/89	1,685.64
4986	The Permian Corporation (Renewal of 2947)	Pipe Line	Reagan	1 & 2	2,656.15 rds. 4 inch	6/1/79- 5/31/89	6,640.38
4987	The Permian Corporation (Renewal of 2974)	Pipe Line	Crockett Upton	14	938 rds. 3 inch	7/1/79- 6/30/89	2,345.00
4988	Texas Electric Service Company (Renewal of 2957)	Power Line	Andrews, Crane & Martin	1,2,9,10, 13,31, & 7	1,048.60 Single Pole	8/1/79- 7/31/89	1,048.60
4989	Rio Grande Electric Coop., Inc. (Renewal of 2980)	Power Line	Hudspeth	G	324.85 rds. Single Pole	8/1/79- 7/31/89	324.85

No.	Company	Type of Permit	County	Location (Block #)	Distance or Area	Period	Consideration
4990	Community Public Service Company	Power Line	Ward	18	77.45 rds. Single Pole	6/1/79- 5/31/89	\$ 150.00 (Min.)
4991	Community Public Service Company	Power Line	Ward	18	361.52 rds. Single Pole	5/1/79- 4/30/89	361.52
4992	Community Public Service Company	Power Line	Ward	18	364.30 rds. Single Pole	5/1/79- 4/30/89	364.30
4993	Community Public Service Company	Power Line	Winkler	20	125.39 rds. Single Pole	7/1/79- 6/30/89	150.00 (Min.)
4994	Southwest Texas Electric Cooperative, Inc.	Power Line	Reagan	49	81.272 rds. Single Pole	5/1/79- 4/30/89	150.00 (Min.)
4995	Southwest Texas Electric Cooperative, Inc.	Power Line	Irion	40	114.545 rds. Single Pole	6/1/79- 5/31/89	150.00 (Min.)
4996	Southwest Texas Electric Cooperative, Inc.	Power Line	Crockett	48	190.969 rds. Single Pole	6/1/79- 5/31/89	190.97
4997	Southwest Texas Electric Cooperative, Inc.	Power Line	Reagan	48	87.090 rds. Single Pole	6/1/79- 5/31/89	150.00 (Min.)
4998	Southwest Texas Electric Cooperative, Inc.	Power Line	Crockett	47 & 50	334.242 rds. Single Pole	5/1/79- 4/30/89	334.24
4999	Southwest Texas Electric Cooperative, Inc.	Power Line	Crockett	47	84.848 rds. Single Pole	5/1/79- 4/30/89	150.00 (Min.)
5000	Southwest Texas Electric Cooperative, Inc.	Power Line	Crockett	51 & 46	436.363 rds. Single Pole	8/1/79- 7/31/89	654.54
5001	Atlantic Richfield Company (Replacement of 4628) **	Surface Lease (Salt Water Disposal)	Crockett	29	1 acre	8/1/79-* 7/31/80	1,500.00

*Renewable from year to year, not to exceed a total of five (5) years.

**This contract replaces Surface Lease No. 4628 which is currently in force. The replacement contract provides for the injection of salt water from non-University as well as University lands.

No.	Company	Type of Permit	County	Location (Block #)	Distance or Area	Period	Consideration
5002	Texaco Inc. (Renewal of 2988)	Surface Lease (Salt Water Disposal)	Crane	30	1 acre	8/18/79-* 7/17/80	\$ 1,000.00
5003	Mobil Oil Corporation	Surface Lease (Salt Water Disposal)	Andrews	17	1 acre	8/10/79-* 8/9/80	1,000.00
5004	Northern Natural Gas Company	Pipe Line	Andrews	9 & 10	2,095.58 rds. 6 inch	10/1/79- 9/30/89	7,334.54
5005	Mobil Oil Corporation (Renewal of 2984)	Pipe Line	Crane	31 & 30	3,885.00 rds. 6-5/8 inch	9/1/79- 8/31/89	11,655.00
5006	Gulf Oil Corporation (Renewal of 3006)	Pipe Line	Crane	31	169.70 rds. 4½ inch line	1/1/80- 12/31/89	509.10
5007	El Paso Natural Gas Company	Pipe Line	Crockett	33 & 30	3,375.46 rds. Various Size	8/1/79- 7/31/89	11,814.11
5008	Phillips Petroleum Company (Renewal of 3106)	Pipe Line	Winkler	20	121.9 rds. 4½ inch	9/1/79- 8/31/89	365.70
5009	Cummings Oil Company	Pipe Line	Crockett	42	606.06 rds. 2-7/8 inch	8/1/79- 7/31/89	2,121.00
5010	Gulf Oil Corporation (Renewal of 2972)	Surface Lease (Water line Blow off pit)	Crane	30	2.65 acres	1/1/80- 12/31/89	2,000.00 (Full)
5011	Navajo Refining Company (Renewal of 3025)	Pipe Line	Hudspeth	"A"	672.06 rds. 6 inch	10/1/79- 9/30/89	2,016.18
5012	El Paso Natural Gas Company (Renewal of 3052)	Pipe Line	Reagan	2	46.79 rds. 4½ inch	2/1/80- 1/31/90	200.00 (Min.)

*Renewable from year to year, but not to exceed a total of five (5) years.

No.	Company	Type of Permit	County	Location (Block #)	Distance or Area	Period	Consideration
5013	El Paso Natural Gas Company (Renewal of 2968)	Pipe Line	Andrews	9	290.909 rds. 6-5/8 inch	10/1/79- 9/30/89	\$ 872.73
5014	Amoco Production Company (Renewal of 2991)	Pipe Line	Andrews	9	18.2 rds. 2-3/8 inch	10/1/79- 9/30/89	200.00 (Min.)
5015	Texas-New Mexico Pipe Line Co. (Renewal of 2989)	Pipe Line	Crane	30	168.00 rds. 4½ inch	9/1/79- 8/31/89	504.00
5016	Texas Electric Service Co. (Renewal of 3017)	Power Line	Crane	30	1,915.81 rds. H-Frame	1/1/80- 12/31/89	4,789.53
5017	Phillips Petroleum Company (Renewal of 2939,2940,2941)	Pipe Line	Andrews	5,9 & 10	395.32 rds. Various Size	9/1/79- 8/31/89	1,421.40
5018	The Permian Corporation (Renewal of 2978)	Pipe Line	Reagan	3	626.00 rds. 4 inch	9/1/79- 8/31/89	1,878.00
5019	Texaco, Inc. (Renewal of 2982)	Pipe Line	Crane	30	50.97 rds. 2 inch	9/1/79- 8/31/89	200.00 (Min.)
5020	Northern Natural Gas Company	Pipe Line	Reagan	9	306.67 rds. 4 inch	9/1/79- 8/31/89	1,073.35
5021	Fluor Oil Field Supply Co.	Surface Lease (Oil field supply store)	Reagan	11	225' x 200'	5/1/79- 4/30/80	550.00
5022	El Paso Natural Gas Company	Surface Lease (Dehydration site)	Pecos	23	0.230 acre	7/1/79- 6/30/89	1,500.00 (Full)
5023	Allied Chemical Corporation	Surface Lease (Crude oil storage battery)	Andrews	5	1 acre	5/1/79- 4/30/89	1,500.00 (Full)
5024	Texaco, Inc. (Renewal of 2981)	Surface Lease (Consolidated tank battery)	Crane	30	1 acre	9/1/79- 8/31/89	2,000.00 (Full)

*Renewable from year to year, but not to exceed a total of ten (10) years.

No.	Company	Type of Permit	County	Location (Block #)	Distance or Area	Period	Consideration
5025	Texas Pacific Oil Co., Inc. (Renewal of 3838)	Surface Lease (Salt Water Disposal)	Reagan	2	1 acre	9/2/79-* 9/1/80	\$ 1,000.00
5026	PDC Gas Company	Surface Lease (Salt Water Disposal)	Pecos	17	1 acre	9/1/79-* 8/31/80	1,000.00

*Renewable from year to year, but not to exceed a total of five (5) years.

b. Material Source Permit No. 580

No.	Grantee	County	Location	Quantity	Consideration
580	Jones Bros. Rental Equip. Co., Inc.	Pecos	Block 27	9,000 cubic yards - caliche	\$ 1,350.00*

*Special agreement at fifteen cents (15¢) per cubic yard.

c. Water Contracts Nos. 174 - 176

No.	Grantee	County	Location	Period	Consideration
174	Lo-Vaca Gathering Company	Ward	Block 16	9/1/79- 8/31/84	\$ 400.00*
175	Atlantic Richfield Company	Crane	Block 31	8/1/79- 7/31/84	2,080.00**
176	H. L. Brown	Terrell	Block 36	***	500.00

*Annual rental is \$100.00, to be paid in advance. The royalty shall be fifteen cents (15¢) per 1000 gallons of water produced, with a minimum royalty of \$300.00 per year. The \$400.00 consideration represents the first year's advance royalty and rental.

**The annual advance rental is \$1.00 per acre. The royalty shall be fifteen cents (15¢) per 1000 gallons of water with a minimum royalty payment of fifteen cents (15¢) per acre per month.

***Contract allows H. L. Brown to use water for the drilling of a well off University Lands.

d. Assignment of Easement No. 3181

No.	Assignor	Assignee	Type of Permit	County	Consideration
3181	Oran Whitten	Walter A. Anderson	Surface Lease	Ward	\$ 150.00

e. Flexible Grazing Leases Nos. 10 - 11

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

No.	Lessee	Location		Acreage	Period	Minimum Annual Rental		
		County	Block			Minimum Rental Per Acre	Minimum Annual Rental	Semi-Annual Rental
10	P.L. Childress, Jr. & P.L. Childress, III (Renewal of 1046)	Crockett	30,31	8,814.76	7/1/79- 6/30/89	\$.88*	\$7,756.99**	\$3,878.50
11	John Childress & John Dwight Childress (Renewal of 1047)	Crockett	39,42,56	9,099.30	7/1/79- 6/30/89	.73*	6,642.49**	3,321.25

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*This does not include hunting rental. Hunting rental will be determined annually on June 1 and Payable July 1.

**Actual rental to be determined semiannually by the Manager of University Lands, Surface Interests, in accordance with the Flexible Grazing Lease Policies based upon the then current price per animal unit and the stocking rate applicable to this lease.

2. Proposed Potassium (Potash) Prospecting Permit No. 9 and Option to Lease - 13,335.9 Acres in Reagan, Crockett and Upton Counties, Texas. --

Recommendation

Vice Chancellor Fitzpatrick and Chancellor Walker recommend that a potassium prospecting permit with option to lease be granted to John R. Wilcox of Athens, Texas. A copy of the proposed permit is set out on Pages L&I 14-30. The principal terms of the agreement are as follows:

(1) This permit gives prospecting rights for potassium, sodium, phosphorus and other minerals of similar occurrence and their salts and compounds (but specifically excluding oil, gas and sulphur) on the 13,335.9 acres in Sections 20, 21, 28, 29, Block 1, Reagan County; Sections 1, 2, 11, 12, Block 6, Reagan County; Sections 29, 30, 31, 32, Block 6, Crockett County; Sections 3, 4, 9, 10, Block 4, Upton County; and Sections 27, 28, 33, 34, Block 5, Crockett County for a term of two (2) years for a consideration of \$.50 per acre, or a total of \$6,667.95.

(2) Permittee must drill at least one test hole through the Salado formation or its geological equivalent, using diesel drilling fluid. No core hole or well may be drilled into any formation known to be productive of oil or gas in the general area.

(3) The land covered by this permit is divided into 5 designated areas. There shall be no more than one lease granted within each designated area. Permittee may exercise an option to lease a portion of any area at any time during the permit period for a bonus consideration of \$5.00 per acre for the first four 1/4 sections; \$25.00 per acre for the second 1/4 sections; \$100.00 per acre for all other 1/4 sections. Each leased area must be contiguous, in increments of 1/4 section, and no lease shall cover more than four sections of land.

(4) The primary term of the lease is ten years, and the royalty is 6.25% during the primary term and 8.0% thereafter. Lease rentals are \$2.00 per acre during the primary term and \$10.00 per acre thereafter. Lessee must expend at least \$30,000.00 on each lease during the first three years, including at least \$10,000.00 in the first year. Beginning on the fourth year, lessee must pay a minimum royalty based on a gross value of not less than \$50,000.00. Lessee must also furnish and maintain a bond on each lease in the amount of \$50,000.00 to insure compliance with all lease terms.

Background Information

Earlier information indicated that the permittee would utilize a mining method other than shafts and tunnels. However, in a later review of the proposed mining method, the permittee advised that he does not intend to use the earlier indicated method.

The permit consideration of fifty cents per acre is twice the consideration paid for the last mineral prospecting permit granted approximately five years ago. The royalty provided in the lease compares favorably with federal mineral leases and New Mexico potash mining leases.

PERMIT NO. 9

POTASH AND ALLIED MINERALS PROSPECTING PERMIT

THE STATE OF TEXAS X
 X
COUNTIES OF REAGAN, X
 UPTON AND CROCKETT X

THIS AGREEMENT, made and entered into this the _____ day of 19____, between the BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM, hereinafter called "University", and JOHN R. WILCOX, a single man, of Athens, Henderson County, Texas, hereinafter called "Permittee", as follows:

I.

SUBJECT MATTER

University, acting pursuant to the powers granted it in Section 66.44 of the Texas Education Code of Texas, and for the consideration described hereafter, grants to Permittee:

1. A prospecting permit on the terms set out below for the purpose of attempting to locate valuable deposits of potassium, sodium, phosphorous, and other minerals of similar occurrence and their salts and compounds (but especially excluding oil, gas, coal, lignite, uranium or uranium ore, and sulphur) in, on, under and that may be produced from the lands in Reagan, Upton, and Crockett Counties, Texas, described by specific areas numbered 1 through 5 in the attached Exhibit "A", which is made a part hereof for all purposes, hereafter called the "Permit Lands", and

2. The right to lease a portion of the lands on the terms set out below for the purpose of exploring for, mining, developing, producing, and marketing such deposits. The Permit Lands and each section or part thereof included therein shall for all purposes of this Agreement be deemed to contain the number of acres shown on Exhibit "A".

II.

PROSPECTING PERMIT

In consideration of the payment by Permittee of fifty cents (\$.50) for each acre of the Permit Land, totaling SIX THOUSAND SIX HUNDRED SIXTY-SEVEN AND 95/100 DOLLARS (\$6,667.95), receipt of which is acknowledged,

University grants to Permittee the sole and exclusive right to test and explore for valuable deposits of potassium, sodium, phosphorous, and other minerals of similar occurrence and their salts and compounds (but especially excluding oil, gas, coal, lignite, uranium or uranium ore, and sulphur) in, on, under and that may be produced from the Permit Land, for a term of two (2) years from this date.

A. Prospecting Operations:

1. Permittee may conduct such surface or aerial surveys as he desires, including use of plane table, alidade, or other similar instrument, but no gravity meters, magnetometers, seismological, or other geophysical instruments or equipment may be used.

2. Permittee may drill such core holes and wells as he elects on the Permit Lands. Permittee will drill at least one test hole on the Permit Lands within the terms hereof. This hole will be drilled through the Salado formation or its geological equivalent with either air or core drilling equipment using diesel drilling fluid or with rotary drills using diesel drilling fluid or such other drilling fluid as may receive prior approval by the Manager of University Lands - Oil, Gas and Mineral Interests, Midland, Texas, in accordance with standard potash industry methods. It is agreed and understood, however, that no core hole or well may be drilled into any formation known to be productive of oil or gas in the general area.

3. Permittee shall make a radioactivity survey (gamma ray neutron or equivalent) of each core or drill hole from ground level to the total depth of the hole and deliver to University a full scale official log of such survey, certified as to authenticity, at its Midland, Texas, office not later than fifteen (15) days after the completion of such survey. Permittee shall include, along with such radioactive survey, a report of all water sands encountered and an estimate of the amount of water, if any in each hole.

4. Permittee shall preserve all cores and samples of all cuttings until expiration of this Permit, and upon request therefor by University, shall deliver to University within thirty (30) days after such request, a "1/4 cut" of such cores and/or a reasonable cut of such cuttings.

5. Permittee shall deliver to University at its Midland, Texas office within thirty (30) days after the making thereof, a certified copy of all chemical analyses made or contracted for by Permittee during exploratory operations under this Permit.

6. University will keep all information supplied it by Permittee, including, without limitation, all cores, cuttings, analyses, logs, and other exploratory data in strict confidence permitting only authorized personnel to have access thereto and will not release any part of the information until the expiration of this Permit.

B. Use of Surface

Permittee is granted the right to such use of the surface of the Permit Lands as may be necessary or incident to the prospecting permit and the conducting of the prospecting operations permitted or required hereunder, including the right of ingress and egress to, along, and across Permit Lands and the right of access over existing roads on the Permit Lands and University's adjacent and contiguous lands, the right to construct and maintain essential roads on the Permit Lands if existing roads are not adequate, the right to use, free of cost, nonpotable water (nonpotable water being defined herein as water containing more than 2500 ppm total dissolved solids and produced from depths below the top of the Triassic) found and produced or impounded by Permittee on said land for its own operations thereon, except water from wells or tanks of lessor or its surface lessees, the right to install pumps, pipe lines, and utility lines, and such other equipment as may be necessary for operations hereunder, without any additional costs or payments, except for payments for surface damages as set out below; provided, however, that in exercising such rights, Permittee will not:

1. Locate its wells, pumps, pipe lines, or other facilities in such manner as to interfere with the location of wells, pipe lines, or other facilities required in the development of said land for oil, gas, or other minerals under existing or future oil, gas, and mineral leases; or

2. Locate its wells at any location within 300 feet of any surface tenant's residence, water wells, surface tanks, or other improvements now located on the premises.

Permittee will plug all holes or wells drilled on the Permit Lands in the manner required by University, will fill and level all excavations, and remove all debris from well sites within five (5) days after all tests on each well are concluded. Permittee will contact the Manager of University Lands - Surface Interests at Midland, Texas, before commencing operations hereunder.

C. Surface Damage:

In conducting operations on the Permit Lands, Permittee will pay surface damage to the University in accordance with the schedule set forth in THE UNIVERSITY OF TEXAS LANDS SCHEDULE OF DAMAGES which is currently in effect. This schedule of maximum permitted charges, however, shall not in any way limit the liability of Permittee in any action at law for any damages inflicted upon the surface lessees by reason of acts of negligence, if any, committed by Permittee in its operations if Permittee is lawfully liable therefor.

D. Bond:

Within thirty (30) days after the date hereof, Permittee will deposit One Thousand Dollars (\$1,000.00) in cash with the University to guarantee performance of all obligations to University hereunder. This sum will be refunded to Permittee at the termination of this Agreement without breach by Permittee.

E. Surrender Clause:

Permittee may, at any time during the term hereof, execute a release or releases covering all or any part of the Permit Lands, and upon filing the same for record in the General Land Office, with the Board of Regents of The University of Texas System, and in the county or counties where the released portion of the Permit Lands are located, be relieved of all future obligations with respect to the Permit Lands so released.

III.

RIGHT TO LEASE

At any time during the term of the prospecting permit, for bonus considerations hereinafter set out, Permittee is granted the exclusive right to select and lease all or any part of the Permit Lands, in increments of standard northeast, northwest, southeast, or southwest one-fourth (1/4) sections, under one or more leases under the terms and on the form of the

attached Exhibit "B", which is made a part hereof for all purposes, provided that no lease shall cover more than four (4) sections of land or the equivalent thereof, and that no more than one lease shall be granted by University, within each designated area as shown on Exhibit "A". The leased area under each lease shall be contiguous and not a divided area.

Permittee shall give written notice or notices to University of the exercise of this right and the description of the lands to be leased. Such notices may be given at any time during the term of the prospecting permit but must be postmarked not later than the last day thereof. Within thirty (30) days after receipt of such notices, University and Permittee shall execute the lease or leases called for in the notices, and the bonus consideration shall be paid.

The execution of a lease covering a portion of the Permit Lands shall terminate the prospecting permit as to the leased lands, and Permittee's obligations with respect to the leased lands shall be as stated in the lease. The prospecting permit will continue in force as to unleased portions of the Permit Land according to its terms.

IV.

BONUS CONSIDERATIONS

Upon exercise of Permittee's exclusive right to lease, the bonus considerations to be paid by Permittee to University shall be as follows:

FIVE AND NO/100 DOLLARS (\$5.00) per acre for one or more of the first four (4) one-fourth (1/4) sections of a designated Area

and

TWENTY FIVE AND NO/100 DOLLARS (\$25.00) per acre for one or more of the second four (4) one-fourth (1/4) sections of the same Area

and

ONE HUNDRED AND NO/100 DOLLARS (\$100.00) per acre for one or more of all other one-fourth (1/4) sections of the same Area.

V.

MISCELLANEOUS

A. Assignment:

Permittee may not assign this Agreement or any rights hereunder in whole or in part without the prior written consent of University. Consent by University may not be withheld without due and just cause. Any assignments

so made shall be recorded in the counties in which the Permit Lands are located, and two (2) certified copies thereof filed with University together with a FIVE (\$5.00) DOLLAR filing fee and an assignment fee of ONE HUNDRED AND NO/100 DOLLARS (\$100.00).

B. Notices:

All notices required hereunder (unless otherwise expressly provided to the contrary) shall be deemed to have been given if the same are reduced to writing and mailed by registered or certified mail by either party hereto to the other at the respective addresses of the parties shown below:

The University of Texas System
Vice Chancellor for Lands Management
Office of the General Counsel
201 West Seventh Street
Austin, Texas 78701

John R. Wilcox
1007 Mill Run Road
Athens, Texas 75751

Changes of address, if any, of either party hereto, shall be forwarded to the other by registered or certified mail if and when any such change in address occurs.

C. Legal Representatives, Successors, and Assigns:

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, successors, legal representatives, and assigns.

WITNESS THE EXECUTION HEREOF, the date and year first hereinabove set out.

ATTEST:

THE BOARD OF REGENTS OF
THE UNIVERSITY OF TEXAS SYSTEM

Betty Anne Thedford,
Secretary

By: JAMES T. FITZPATRICK
Vice Chancellor for Lands Management

John R. Wilcox
JOHN R. WILCOX

PERMITTEE

Approved as to Content:

Approved as to Form:

James B. Zimmerman
JAMES B. ZIMMERMAN
Manager of University Lands -
Oil, Gas and Mineral Interests

University Attorney
University Attorney

THE STATE OF TEXAS X

COUNTY OF TRAVIS X

BEFORE ME, the undersigned authority, on this day personally appeared JAMES T. FITZPATRICK, Vice Chancellor for Lands Management, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, A. D., 19 _____.

Notary Public in and for
Travis County, Texas

THE STATE OF TEXAS X

COUNTY OF MIDLAND X

BEFORE ME, the undersigned authority, on this day personally appeared JOHN R. WILCOX, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 28th day of August, A. D., 1979.

Charles J. Hutchinson
Notary Public in and for
Midland County, Texas

EXHIBIT "A"

To Potash and Allied Minerals Prospecting Permit

NO. _____ DATE _____

DESCRIBED LANDS

University Lands in the State of Texas

Area 1

Reagan County Blk. 1, Sec. 20 - 655.3 acres
 Blk. 1, Sec. 21 - 655.3 acres
 Blk. 1, Sec. 28 - 655.3 acres
 Blk. 1, Sec. 29 - 655.3 acres
 TOTAL 2,621.2 acres

Area 2

Reagan County Blk. 6, Sec. 1 - 653.2 acres
 Blk. 6, Sec. 2 - 653.2 acres
 Blk. 6, Sec. 11 - 653.2 acres
 Blk. 6, Sec. 12 - 653.2 acres
 TOTAL 2,612.8 acres

Area 3

Upton County Blk. 4, Sec. 3 - 659.7 acres
 Blk. 4, Sec. 4 - 659.2 acres
 Blk. 4, Sec. 9 - 655.3 acres
 Blk. 4, Sec. 10 - 655.3 acres
 TOTAL 2,629.5 acres

Area 4

Crockett County Blk. 5, Sec. 27 - 653.2 acres
 Blk. 5, Sec. 28 - 653.2 acres
 Blk. 5, Sec. 33 - 713.3 acres
 Blk. 5, Sec. 34 - 722.2 acres
 TOTAL 2,741.9 acres

Area 5

Crockett County Blk. 6, Sec. 29 - 653.2 acres
 Blk. 6, Sec. 30 - 653.2 acres
 Blk. 6, Sec. 31 - 705.5 acres
 Blk. 6, Sec. 32 - 718.6 acres
 TOTAL 2,730.5 acres

Containing a Grand Total of 13,335.9 acres



EXHIBIT "B"

THE UNIVERSITY OF TEXAS SYSTEM
POTASH AND ALLIED MINERALS MINING LEASE

THIS LEASE, made and entered into by and between the BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM, acting under authority of Section 66.44, Texas Education Code, hereinafter called LESSOR and _____ of _____, hereinafter called LESSEE:

W I T N E S S E T H:

1. Lessor, in consideration of the payment by Lessee of the sum of _____ DOLLARS (\$ _____), the receipt whereof is acknowledged, the rents and royalties to be paid, the covenants and conditions to be observed and performed by Lessee, does hereby demise, grant, lease, and let unto the Lessee, for ten (10) years from the date hereof, said period being the Primary Term of this Lease, and as long thereafter as potassium, sodium, phosphorous, and other minerals of similar occurrence and their salts and compounds (but especially excluding oil, gas, coal, lignite, uranium or uranium ore, and sulphur), hereafter called the "minerals", are mined and marketed in paying quantities therefrom, subject to such conditions as are hereinafter set out, for the sole purpose of prospecting and exploring for and mining, developing, producing, removing, and marketing of the minerals that may be found and produced from the following described lands, same being part of the University Permanent Fund Lands:

as more specifically described on the plat labelled Exhibit "A" which is attached hereto and made a part hereof, comprising _____ acres, more or less.

2. Lessee shall have the right to use so much of the surface of the land covered by this Lease as may be reasonably necessary for the full exercise and enjoyment of the rights and interests hereby granted, including the right of use, free of cost, of nonpotable water (nonpotable water being defined herein as water containing more than 2500 ppm total dissolved solids and produced from depths below the top of the Triassic) found and produced or impounded by Lessee on said land for its own operations thereon, except water from wells or tanks of Lessor or its surface lessees; the right to construct and maintain thereon all necessary works, buildings, plants, waterways or reservoirs, roads, water lines, pipe lines, gathering lines, telephone and telegraph lines, and power lines, and also the right of ingress and egress and right-of-way to any point of operations under conditions of least injury to the occupant of the surface or the holder of any existing oil and gas lease or easement. It is expressly provided, however, that no operations under this Lease shall in any way conflict with or cause damage to any valid operation or equipment installation under any existing oil and gas lease on said lands, and the operations authorized hereunder shall not unreasonably interfere with future orderly development of oil and gas by lessees of the University when such development does not jeopardize the operations permitted hereunder.

It is further expressly provided that the use of the nonpotable water granted herein shall not include the use of such water for refining or concentration plant operations or water used in mining by a process involving leaching in place of potash ores and recovery of potash salts in brine.

3. If before the end of the Primary Term minerals shall not have been produced from the premises in paying quantities, this Lease shall terminate; provided, the term or life of this Lease may be extended if production of the minerals, after once obtained, shall cease for any cause, and Lessee, within sixty (60) days thereafter, commences additional mining, development, producing or re-working operations, then this Lease shall remain in full force and effect so long as such operations continue in good faith and in a workmanlike manner without interruptions totalling more than sixty (60) days during any one such operation; and if such operations result in the production of minerals, this Lease shall remain in full force so long as the minerals are produced therefrom in paying quantities.

4. In consideration of the foregoing, the Lessee hereby agrees:

(a) Investment. To invest in actual exploration, development, or improvements upon the land leased, or for the benefit thereof, the sum of THIRTY THOUSAND DOLLARS (\$30,000.00) of which sum not less than one-third (1/3) shall be so expended during the first year succeeding the execution of this instrument and a like sum each of the two (2) succeeding years, unless sooner expended; and submit annually, at the expiration of each year for the said period, an itemized statement of the amount and character of said expenditure during each year.

(b) Minimum Royalty. Beginning with the fourth (4th) year of the Lease, except when operations are interrupted by strikes, the elements, or casualties not attributable to the Lessee, to produce the minerals from the premises covered hereby to the gross value of not less than FIFTY THOUSAND DOLLARS (\$50,000.00), at the point of shipment, or to pay royalty at the rates stipulated below, on said gross value if there is no actual production or the value thereof is less than Fifty Thousand Dollars (\$50,000.00).

(c) Bond. To furnish and maintain a bond in the sum of FIFTY THOUSAND DOLLARS (\$50,000.00) with surety acceptable to Lessor, conditioned upon the expenditure of the amount specified in (a) hereof, and compliance with all terms and provisions of this Lease.

(d) Royalty. To pay Lessor, during the 10 year Primary Term, as royalty, six and one-fourth percent (6¼%) of the gross value of the output of the minerals at the point of shipment to market. Lessee further agrees, upon this lease's reaching the end of the 10 year Primary Term, to pay thereafter, as royalty, eight percent (8%) of the gross value of the output of the minerals at the point of shipment to market. Such gross value shall be equal to the highest price paid, without penalties or deductions, for like products of like quality within the same general area or the price actually paid to the Lessee, or the posted price, whichever is the greater.

During the life of this Lease, all royalty that may be due Lessor shall be paid to The University of Texas System, 210 West Sixth Street, Austin, Texas 78701, on or before the twentieth (20th) day of each succeeding month, for the month in which the ore or minerals were sold. Such payments shall be accompanied by a sworn statement, in quintuplicate, of

the amount, in standard terms of measurement, of all ores produced, the percent of the minerals contained in such ores, the amount of such minerals sold, and the received value thereof.

5. One year from the date of this Lease, and on the same date of each of the following years during the life of this Lease, the Lessee shall pay to The University of Texas System, 210 West Sixth Street, Austin, Texas 78701, an annual rental of TWO DOLLARS (\$2.00) per acre during each of the 2nd through the 10th years, and TEN DOLLARS (\$10.00) per acre thereafter, payable each year in advance, unless the royalties received during the preceding year shall equal or exceed the amount of annual rental, in which latter event no such annual rental will be due on the anniversary date immediately following such royalty payments.

6. In further consideration of this Lease, the Lessee agrees and covenants as follows:

(a) To conduct all operations hereunder in a manner consistent with good and economical practice with due regard for good land management, avoidance of unnecessary damage or waste, and in a reasonable manner as regards the rights of the grazing lessees and lessees under existing oil and gas leases.

(b) To prosecute the operations called for herein with reasonable diligence, skill, and care in such manner as to achieve and maintain maximum production of the minerals or mineral-containing ores from the leased premises, consistent with good mining practice and the size of the deposit and sound economy.

(c) To comply with all requirements of pertinent state and federal laws applicable to the conduct of mining operations.

(d) To allow Lessor or the authorized representatives thereof, at all reasonable times, to enter upon the leased premises and into all parts of the mine, for the purposes of inspection, drilling, sampling, and mapping.

(e) To keep proper records of (1) development work and drilling performed; (2) tonnage and grade of ore developed, mined, and sold; (3) assay data pertaining thereto; (4) payments received for sale of minerals or ore; and, (5) costs of transportation of minerals or ore from the point of shipment to market to the point of delivery; and Lessee shall furnish a true copy of

such information to Lessor quarterly, within twenty (20) days after the close of _____, _____, _____ and _____ of each year during the life of this Lease, such report to be made to the Vice Chancellor for Lands Management, The University of Texas System, Office of General Counsel, 201 West Seventh Street, Austin, Texas, 78701, or such office as may be designated by Lessor in writing.

(f) To permit the Lessor or authorized representative thereof to inspect Lessee's mine maps and assay records relating to the leased premises and all other records specified in Items 1, 2, 3, 4, and 5 of subparagraph (e) above.

(g) To protect and indemnify the Lessor against any claims arising in connection with the activities of the Lessee under this Lease.

(h) To post in a conspicuous place on the leased premises, a legible notice which shall state that neither the Lessor, The University of Texas System, nor the State of Texas is, or shall be held responsible for, any accidents, damages to property, injuries to persons, or for debts or other liabilities incurred as a result of operations by Lessee.

(i) To construct such fences, barricades, etc., as will adequately protect persons or livestock from injury.

(j) To fill and level all pits, trenches, and other excavations whenever same are abandoned or the use thereof is discontinued.

(k) In the event that water shall be encountered in the drilling of core holes, to plug such core holes in such manner as to prevent any contamination of subsurface waters.

(l) To furnish the Lessor, annually, a map or maps, showing all prospecting and development work done on leased premises, all buildings, structures, and workings placed thereon, all roads constructed, and all water wells drilled thereon during the preceding twelve (12) months, together with all related information. Such map or maps shall be delivered to the Manager of University Lands - Oil, Gas and Mineral Interests, Midland, Texas, or such other office as the Lessor may designate in writing to the Lessee.

7. In all cases, the authority of a manager or agent to act for the Lessee herein must be filed with the Lessor.

8. Any easement not pertaining to or in conflict with the operation of this Lease, may be issued by the Lessor.

9. To slope the sides of all surface pits or excavations in a manner consistent with good mining practices. Such sloping is to become a normal part of the operation. Whenever practicable, all pits or excavations are to be shaped to drain, and in no case may the pits, shafts, or excavations be allowed to become a hazard to persons or livestock. Unless otherwise authorized by the Manager of University Lands - Oil, Gas and Mineral Interests, Midland, Texas, all material mined and not removed from the premises will be used to fill the pits, shafts, and excavations so that at the expiration, surrender, or termination of this Lease the land will, as nearly as practicable, approximate its original configuration, with a minimum of permanent damage to the surface.

10. To pay surface damage to University in accordance with the schedule set forth in THE UNIVERSITY OF TEXAS LANDS SCHEDULE OF DAMAGES which is currently in effect, which payment shall be mailed to University Lands, P. O. Drawer 553, Midland, Texas 79702. This schedule of maximum permitted charges, however, shall not in any way limit the liability of Lessee in any action at law for any damages inflicted upon the surface lessees by reason of acts of negligence, if any, committed by Lessee in its operations if Lessee is lawfully liable therefor.

11. If the Lessee shall fail or refuse to make the payment of any sum due under the provisions of this Lease, either as rental or as royalty on the production, within thirty (30) days after the due date thereof; or if the Lessee or his authorized agent should make any false report or false return concerning production, royalty, exploration, or mining operations, or should fail to render any reports due to be transmitted to or justifiably requested by the Lessor; or if the Lessee should fail to perform any of the operational obligations specified herein, or should refuse the proper authority access to the property, the mine, or the records pertaining thereto; or if any of the material terms of this Lease are violated by the Lessee, this Lease shall be subject to forfeiture by the Lessor by an order entered upon the minutes of the Board of Regents of The University of Texas System,

reciting the facts constituting the default and declaring the forfeiture. Upon application made by Lessee within thirty (30) days after declaration of forfeiture and proper showing by Lessee, this Lease may, at the discretion of the Lessor, and upon such terms as it may prescribe, be reinstated. In case of violations by the Lessee of the provisions of this Lease, the remedy by forfeiture shall not be the exclusive remedy, but a suit for damages or specific performance, or both, may be filed by the Lessor through the Attorney General of the State of Texas.

12. The Lessor shall have a first lien upon all ores and minerals produced from the premises and upon all machinery, equipment and appliances, telephone lines, power transmission lines, or other property situated on the premises, owned by the Lessee and used in the production and handling of ores and minerals produced therefrom, to secure any amount due from the Lessee herein and to secure performance of any of the provisions contained in this Lease.

13. If this Lease shall be forfeited or terminated for any cause, the Lessee shall not, in any event, remove any part of the ores, minerals, material, equipment, appliances, or property owned by the Lessee and used by him in operations under this Lease, without the written consent of Lessor.

14. Assignment of this Lease, in whole or in part, may be made only with the approval of the Lessor. Approval by Lessor may not be withheld without due and just cause.

15. Lessee agrees to record this Lease, at his own cost and expense, in the county or counties in which the leased premises are located, promptly (not more than sixty (60) days) after receipt thereof from the Lessor and to notify Lessor, by affidavit, of such recording within fifteen (15) days thereafter.

16. Any assignment of this Lease, if approved by the Lessor, shall be filed for record in the county or counties in which said leased premises are located, within sixty (60) days after receipt of approval by the Lessor; and two (2) certified copies of such recorded assignment shall be filed with the Lessor, at Austin, Texas, within sixty (60) days after such recording, accompanied by a THREE DOLLAR (\$3.00) filing fee, and an assignment fee of ONE HUNDRED DOLLARS (\$100.00).

17. Lessee may, at any time during the term hereof, relinquish all or part of the leased premises by recording an instrument or instruments of relinquishment in the county or counties in which the land may be situated; and two (2) certified copies of such relinquishment shall be filed with Lessor at Austin, Texas, accompanied by a _____ DOLLAR (\$)) filing fee. Any such relinquishment shall relieve Lessee of all future obligations with respect to the released land, but shall not relieve the Lessee of any past due obligations theretofore accrued thereon, nor impair the Lessor's lien herein provided for.

18. The covenants, conditions, and agreements contained herein shall extend to and be binding upon the heirs, executors, administrators, successors, or assigns of the parties herein.

IN WITNESS WHEREOF, the parties have executed this instrument in quintuplicate originals, this _____ day of _____, 19____.

ATTEST:

THE BOARD OF REGENTS OF
THE UNIVERSITY OF TEXAS SYSTEM

Betty Anne Thedford,
Secretary

By: _____
JAMES T. FITZPATRICK
Vice Chancellor for Lands
Management

LESSOR

LESSEE

Approved as to Content:

Approved as to Form:

JAMES B. ZIMMERMAN
Manager of University Lands -
Oil, Gas and Mineral Interests

University Attorney

THE STATE OF TEXAS X

COUNTY OF TRAVIS X

BEFORE ME, the undersigned authority, on this day personally appeared JAMES T. FITZPATRICK, Vice Chancellor for Lands Management known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, A. D., 19 _____.

Notary Public in and for
Travis County, Texas

THE STATE OF TEXAS X

COUNTY OF X

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, A. D., 19 _____.

Notary Public in and for
County, Texas

3. Proposed Potable Municipal Water Prospecting Permit - Block 13, University Lands, Crockett County, Texas. --

Recommendation

Vice Chancellor Fitzpatrick and Chancellor Walker recommend approval of the Potable Municipal Water Prospecting Permit with the Upton County Water District set out on Pages L&I 32-37.

The principal terms of the agreement are as follows:

(1) The total consideration is for \$1,454.00 for a water prospecting permit covering 5,816 acres. This calculates to \$0.25 per acre. The permit allows the Permittee to prospect for potable water for a period of one (1) year.

(2) The Permittee, under the agreement, is not allowed to interfere with University's oil and gas lessees or its surface lessee.

(3) In the event potable water is found during the term of the agreement, then Permittee has six (6) months in which to negotiate a water contract, said contract being negotiated between the Board of Regents and the Upton County Water District under lease terms and regulations governed by University policy.

(4) The Permittee, in conducting its operations on the lands in ~~Upton~~ ^{Crockett} County, will pay surface damages to the University in accordance with the Damage Schedule for University Lands adopted June 1, 1979, to be effective August 1, 1979, and reflected in the Permanent Minutes, Volume XXVI, Pages 3379-3382.

Background Information

The purpose of the project is to find a suitable water supply for the towns of Rankin and McCamey. Their water supply situation has deteriorated to a critical stage, and they are in dire need of an additional water source.

WATER EXPLORATION PERMIT

THE STATE OF TEXAS |

COUNTY OF TRAVIS |

This AGREEMENT made and entered into by and between the BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM, hereinafter called "University", and the UPTON COUNTY WATER DISTRICT, a conservation district, Upton County, Texas, hereinafter called "Upton County Water District", WITNESSETH:

1. For and in consideration of the mutual benefits University grants unto Upton County Water District the exploration permit below set out relating to all of the potable water located in, on, under, and that may be produced from the following described lands in Crockett County, Texas:

Block 13, University Lands, Crockett County, Texas,
a total of 5816.0 acres, as more specifically
described on the plat marked Exhibit A attached
hereto and made a part hereof;

reserving to the University for itself, its successors and assigns:

- (1) all of the oil, gas and other minerals located in, on and under and that may be produced from the lands described herein;
- (2) such water as may be required by University's surface lessees on the lands described herein for domestic and livestock purposes of the tenants concerned;
- (3) such water as may be required by University's existing or future oil, gas and mineral lessees for oil, gas and mineral development;

it being agreed that this permit is subject to all existing and future oil, gas, mineral, and surface leases heretofore or executed by University.

2. Any exploration or ground water studies shall be conducted by a recognized ground water agency or consulting firm subject to approval by University.

3. Upton County Water District is hereby given the right by University to test and explore for a period of one (1) year beginning on October 15, 1979 by drilling and by such other methods Upton County Water District may choose to utilize on the lands described for the purpose of determining the capacity to produce a supply of water, and it is agreed and understood that Upton County Water District shall have a prior right

to negotiate a water lease, for a period of six (6) months following the termination date of this permit, at the termination of this permit or at any time during the same if a sufficient water supply is indicated by the exploratory operations. Such lease terms and regulations to be governed by University policy.

4. As full consideration for this permit Upton County Water District has paid University the sum of One Thousand Four Hundred and Fifty Four Dollars (\$1,454.00) simultaneously with the execution of this agreement.

5. In exercising the rights herein granted during the exploration permit period Upton County Water District is hereby granted such rights as may be incident to the exploration and development of the lands involved herein, including without limitation the right to access over existing roads to proposed test well locations, the right to construct and maintain minimum essential roads for such purposes if existing roads are not adequate, the right to install pumps, pipe lines and utility lines and such other equipment as may be necessary for the testing of such wells; provided, however, that in exercising such rights Upton County Water District will not

- (1) locate its wells, pumps, pipe lines or other facilities in such a manner as to interfere with the location of wells, pipe lines or other facilities required in the development of lands for oil, gas and other minerals under existing or future oil, gas and mineral leases; or
- (2) locate its wells at any location within 300 feet of any surface tenant's residence, water wells, surface tanks or other improvements now located on the premises.

6. Upton County Water District shall not commit any waste and in the interest of conservation it agrees that it will at all times use due diligence in its production and use of water so as to prevent undue waste, loss or damage to the water supply by reason of its operations.

7. In conducting its operations on the land herein Upton County Water District will pay surface damages to University in accordance with THE UNIVERSITY OF TEXAS LANDS SCHEDULE OF DAMAGES which is currently in effect. This fixed schedule of charges shall not in any way limit the liability of Upton County Water District in an

action at law for any damages inflicted upon the surface lessees by reasons of acts of negligence, if any, committed by Upton County Water District in its operations if Upton County Water District is lawfully liable therefor.

8. Upton County Water District will furnish to University by mailing or delivering to

Manager of University Lands
Oil, Gas and Mineral Interests
P.O. Drawer 553
Midland, Texas 79702

a copy of the test results, geological data, ground water availability studies and reports on production tests on all wells drilled and tested during such exploration period, together with a plat showing the location and designation of all such exploratory wells and test holes so that the wells and test holes may be identified by reference to the reports.

9. Upton County Water District may, upon ascertaining that any test well drilled under this permit is capable of producing potable water, case and cap the same pending the possible subsequent use thereof should a water production contract be entered into between the parties herein involved upon termination of this permit; but in the event Upton County Water District ascertains after drilling of any test well that the same is not capable of producing potable water in sufficient quantities Upton County Water District shall plug the same in whatever manner the Manager of University Lands - Oil, Gas and Mineral Interests may deem necessary; provided, however, that University shall have fifteen (15) days in which to ascertain whether the well shall be capped or plugged and such capping or plugging shall be at the expense of Upton County Water District and the casing in the well shall become the property of University. In the event that any well capable of producing water in sufficient quantities is cased and no further contract is entered into, such casing shall remain in place and become the property of University. Under no circumstances is any casing to be removed from any well without the express permission of the Manager of University Lands - Oil, Gas and Mineral Interests.

10. If Upton County Water District fails to perform any of the obligations imposed upon it hereunder, University may, in such event and upon Upton County Water District's failure to comply with such obligations and remedy its defaults, if any, within thirty (30) days after notice in writing to it by University of Upton County Water District's default, terminate this agreement without prejudice to any other legal remedy to which it may be entitled.

11. Upton County Water District may not assign this agreement in whole or in part without the prior written consent of University.

12. This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, legal representatives and assigns.

IN WITNESS HEREOF, this instrument is executed in quintuplicate originals, this 5th day of September, 1979.

ATTEST:

BOARD OF REGENTS OF
THE UNIVERSITY OF TEXAS SYSTEM

Secretary

By _____
Vice Chancellor of Lands Management

ATTEST:

UPTON COUNTY WATER DISTRICT

George W. Boye, Jr.
Secretary

By W. Dale Kluthe
President

Approved as to Form:

Approved as to Content:

University Attorney

Manager of University Lands
Oil, Gas and Mineral Interests

Approved as to Form:

John Menefee
John Menefee
Upton County Water District Atty.

THE STATE OF TEXAS |

COUNTY OF TRAVIS |

BEFORE ME, the undersigned authority, on this day personally appeared James T. Fitzpatrick, Vice Chancellor for Lands Management, The University of Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed that same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said Board of Regents of The University of Texas System.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 1979.

Notary Public in and for
Travis County, Texas

THE STATE OF TEXAS |

COUNTY OF UPTON |

BEFORE ME, the undersigned authority, on this day personally appeared Dale Kluthe, President of Upton County Water District, a conservation district, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated, and the said instrument is the act and deed of the said Upton County Water District.

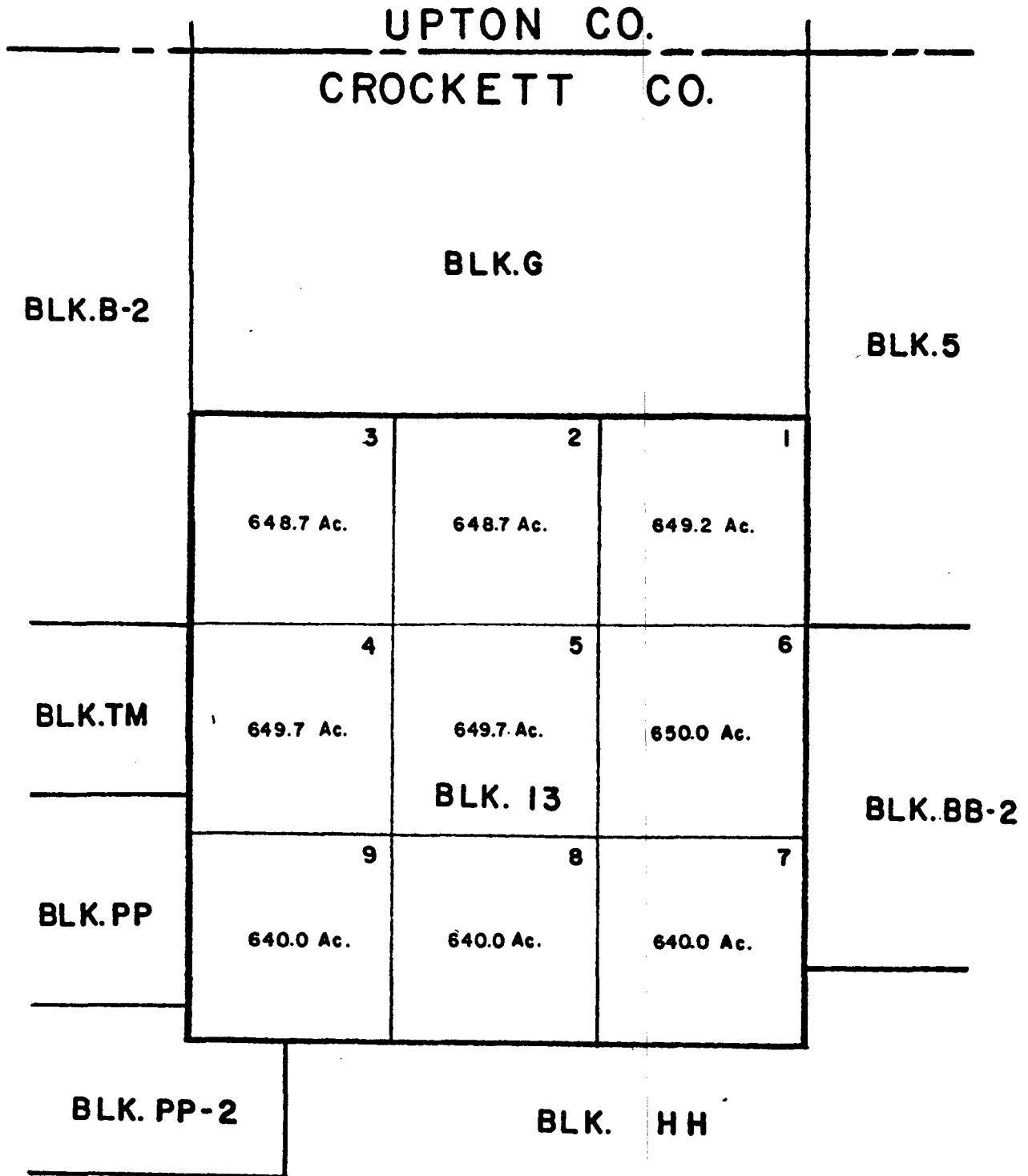
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 5th day of September, 1979.

Betty E. Cole 3/29/81

Notary Public in and for
Upton County, Texas

Betty E. Cole
My Commission Expires: 3-29-81

EXHIBIT "A"
PLAT OF
BLOCK 13, UNIVERSITY LANDS
5816.0 ACRES



II. TRUST AND SPECIAL FUNDS

A. GIFTS, BEQUESTS AND ESTATES

1. U. T. Austin: Request to Establish Named Professorship for Professional Practice in College of Engineering. --

Recommendation

President Flawn and Chancellor Walker recommend the establishment of the E. C. H. Bantel Professorship for Professional Practice in the College of Engineering in memory of the late E. C. H. Bantel, a former faculty member of the College of Engineering. The \$100,000 to endow this professorship is available from funds paid by members of the Industrial Associates* of the College of Engineering.

Background Information

Dr. E. C. H. Bantel was a faculty member of the College of Engineering for 53 years during which time he served in capacities ranging from Instructor to Professor and Assistant Dean of the College of Engineering. He was a member of the Athletic Council for 17 years and held the position of Chairman for 13 of those years. Activities outside the University included membership in numerous scholarly organizations and professional societies, one of which was the American Society of Professional Engineers.

*The group known as Industrial Associates of the College of Engineering, like those of the Marine Science Institute, has never been reported to the Board but has been operating over the years. The following is a brief report to be incorporated in the Minutes of this meeting:

The Industrial Associates Program operates in The Engineering Foundation as one of the mechanisms whereby industrial support is regularly provided to the Foundation to help in strengthening the programs in the College of Engineering. The Engineering Foundation was approved by the Board of Regents on March 11, 1955.

The purpose of the Industrial Associates Program is to encourage cooperative efforts between the industrial and academic communities relating to problems in advancing technology. Members of the Industrial Associates annually contribute at least \$10,000. At the moment there are twenty-four individual companies participating as members of Industrial Associates. Member companies receive regular mailings relating to research and education activities in the College of Engineering. The program has been of enormous value to the College of Engineering.

2. U. T. Austin: Request to Establish Named Memorial Fellowship Fund in College of Engineering. --

Recommendation

President Flawn and Chancellor Walker recommend the establishment of the E. Gus Fruh Fellowship Fund in the College of Engineering in honor of the late Dr. Fruh who died in May, 1978. His wife, friends, and former students have contributed \$10,000 (quarterly gift report) to the Engineering Foundation Fellowship account to endow this fellowship for graduate students enrolled in the Environmental Health Engineering program.

Background Information

Dr. Fruh was recognized as an international leader in the fields of water resources, water quality management and coastal zone management. Dr. Fruh joined the Engineering faculty in 1965 as a Professor of Civil Engineering. He held several memberships in professional organizations including the Texas Academy of Science. Dr. Fruh received a distinguished service award from the City of Austin, and a city park is named in his honor.

3. U. T. Austin: Recommendation to Accept Gift and to Establish Named Professorship in Petroleum Engineering in the College of Engineering. --

Recommendation

President Flawn and Chancellor Walker recommend the acceptance of a gift of \$50,000 from H. B. "Hank" Harkins and the establishment of the H. B. (Burt) Harkins, Jr. Professorship in Petroleum Engineering in the College of Engineering at U. T. Austin. Additional funds in the amount of \$50,000 will be derived from \$10,000 on hand in the Engineering Foundation Various Donors account and the Engineering Foundation has agreed to underwrite pledges of \$40,000 to bring the total funding up to the required \$100,000.

Background Information

Mr. H. B. "Hank" Harkins, a 1942 graduate of U. T. Austin with a BBA degree, is the owner of Harkins & Company, an oil and gas drilling firm located in Alice, Texas. He is also a life member of the Ex-Students Association in addition to serving as a member of the Business Advisory Council in the College of Business Administration.

Mr. Harkins is making this contribution in honor of his son, H. Burton Harkins, Jr., a recent graduate of U. T. Austin, College of Engineering. He has previously endowed the H. B. "Hank" Harkins Professorship in Constructive Capitalism which was accepted by the Board of Regents as reflected in the minutes for the meeting of April 15, 1977, page 52, item 3.

4. U. T. Austin: Proposal to Dissolve Kappa Epsilon Scholarship Fund and to Transfer Funds to Endow a Room in New Pharmacy Building. --

Recommendation

President Flawn and Chancellor Walker recommend that the Kappa Epsilon Scholarship Fund endowment account be dissolved and accumulated funds in the amount of \$1,201.79 be transferred to the Pharmaceutical Foundation to be used to endow a room in the new Pharmacy Building, thus assuring the perpetual nature of the original contribution. The Kappa Epsilon Fraternity has pledged additional funds of \$798.21 to bring the total to \$2,000.

Background Information

The Kappa Epsilon Scholarship Fund was accepted by the Board of Regents on September 12, 1953, with initial funding of \$250.00 and an annual pledge of \$100. The additions as indicated by the current balance were not made and have ceased completely over the past several years. The Fraternity has indicated that the fund will not receive any support in the future and requested dissolution of the fund with a suggested usage of the accumulated monies per the recommendation.

5. U. T. Austin: Request to Establish Endowed Presidential Scholarship. --

Recommendation

President Flawn and Chancellor Walker recommend the establishment of the Lorene L. Rogers Endowed Presidential Scholarship in honor of Dr. Lorene L. Rogers, former President of The University of Texas at Austin. Members of the Development Board of The University of Texas at Austin have contributed \$25,000 to establish the fund in appreciation for Dr. Rogers' service as President.

Background Information

Dr. Rogers is the first woman to hold the position of president of a major university in the United States. She joined the U. T. Austin faculty in 1949 and taught chemistry and nutrition. Dr. Rogers held several distinguished administrative positions from 1957 until her appointment as President in 1975, including Assistant Director of the Clayton Foundation Biochemical Institute and Vice President of U. T. Austin. Dr. Rogers was also the first woman to hold the post of Associate Dean of the Graduate School.

6. U. T. Austin: Recommendation to Accept Gift and to Establish Endowed Presidential Scholarship in Graduate School of Business. --

Recommendation

President Flawn and Chancellor Walker recommend the acceptance of a gift and establishment of the Louis Richard Turbeville, M. D., Endowed Presidential Scholarship in the Graduate School of Business to be funded by a \$25,000 gift from Jayne Turbeville Harkins (Mrs. H. B. "Hank" Harkins) in honor of her late husband, Dr. Turbeville. Income from this fund will be used to award scholarships to students working toward a Master of Business Administration degree in the Graduate School of Business.

An appropriate recognition of this gift will be provided by U. T. Austin.

Background Information

The scholarship fund is being established by Mrs. Jayne Turbeville Harkins in memory of her late husband who attended the University as a premedical student in the 1940's. Mrs. Harkins is married to Mr. H. B. "Hank" Harkins, a graduate and benefactor of the College of Business Administration. Mr. Harkins is the owner of Harkins & Company, an oil and gas drilling firm located in Alice, Texas.

7. U. T. Dallas: Recommendation to Accept Bequest and to Establish Fund for Callier Center for Communication Disorders (NO PUBLICITY). --

Recommendation

President Jordan and Chancellor Walker recommend the acceptance of the \$500,000 bequest from the estate of Scotta Goodwin Obenchain and the establishment of the Scotta Goodwin and Thomas H. Obenchain Fund for the Callier Center for Communication Disorders at The University of Texas at Dallas. These funds will be used in support of the overall operation of the Callier Center including research into the problems and remedies of communication disorders and related disabilities.

Background Information

Scotta Goodwin Obenchain, widow of Thomas H. Obenchain, Sr., died at her home in Dallas, Texas, in 1978. Mr. and Mrs. Obenchain were principal owners of the Dallas Union Investment Firm which was merged with Rotan Mosle. This bequest came as the result of Mrs. Obenchain's personal interest in communication disorders. Mrs. Obenchain's son, Thomas H. Obenchain, Jr., M. D., resides in Dallas, Texas.

An appropriate recognition of this gift will be provided by U. T. Dallas.

NO PUBLICITY

8. Dallas Health Science Center (Dallas Southwestern Medical School): Recommendation to Accept Bequest Under Will of Alice B. Zigenbein and to Establish Named Memorial Fund. --

Recommendation

President Sprague and Chancellor Walker recommend the acceptance of the bequest under the terms of the Will of Alice B. Zigenbein of 10% of her remainder estate and the establishment of the Henry Zigenbein Memorial Fund at Southwestern Medical School at Dallas. An initial distribution of \$42,071 has been received which represents approximately 95% of the amount due to Southwestern Medical School. A final report will be prepared for the Board of Regents upon receipt of the final distribution.

Income from this fund and principal, if necessary, will be used for research in the field of understanding and modification of the obsessive compulsive neurosis of individuals or in some other area of psychology which may be determined by the faculty and administration of the Medical School.

Background Information

Alice B. Zigenbein, wife of Clarence Earle Zigenbein, died in Dallas, Texas, on November 5, 1978. Henry Zigenbein is their late son who died in childhood.

Excerpt from Will of Alice Zigenbein

"NINTH: ...

C. Unto University of Texas, Southwestern Medical School, Dallas, Texas, an undivided one-tenth (1/10) interest in and to said remaining properties and estate, with this bequest being made as a memorial to our late beloved son, Henry Zigenbein. The funds accruing from this bequest, principal, income and

any increase thereof, shall be used for research in the field of understanding and modification of the obsessive compulsive neurosis of individuals; or to research in some other area in psychology which may be determined from time to time by the faculty of said Medical School or the governing body of said institution in accordance with its policies. "

9. University Cancer Center (M. D. Anderson): Report on Receipt of Final Estate Distribution Under Terms of Will of Doris Sarah Nelson and Recommendation for Use of Funds. --

Recommendation

M. D. Anderson Hospital has received the first and final distribution in the amount of \$26,917.30 from the estate of Doris Sarah Nelson under the terms of her will which was accepted by the Board of Regents on December 8, 1972. President LeMaistre and Chancellor Walker recommend that the funds be used for current research projects as provided under the terms of the will which states that:

"All the principal of my Trust Estate and all accrued and accumulated but undistributed income then in the hands of my Trustee, shall be distributed to the M. D. Anderson Hospital and Tumor Institute, of Houston, Texas, same to be used for cancer research."

An account entitled "Doris Sarah Nelson Estate for Cancer Research" has been established on the books of M. D. Anderson to account for the funds pending approval for recommended use.

Background Information

This bequest was reported to and accepted by the Board of Regents at the meeting of December 8, 1972, as evidenced on page 61, item 5, of the minutes. Mrs. Doris Sarah Nelson of Pleasant, Ohio, left her estate in trust with Mr. Jack T. Zeller, attorney in Mount Vernon, Ohio, with income for life, and right to invade principal to two persons, both of whom have died. Mr. Zeller, Trustee, has remitted the balance of the trust as of date of death of the last beneficiary to M. D. Anderson Hospital as remainderman under the terms of the trust and will.

10. U. T. Austin: Recommendation to Accept Benefits Under Will of Bettie Margaret Smith for the College of Engineering and to Authorize Dean Earnest Gloyna to Serve as Executor as Prescribed by the Will. --

Recommendation

President Flawn and Chancellor Walker recommend acceptance of benefits under the will of Bettie Margaret Smith and authorization for Dean Earnest F. Gloyna of the College of Engineering to serve as executor as prescribed by the will. Bettie Margaret Smith of Lohn, Texas, died on September 5, 1979, leaving a will directing the following:

"And I, Bettie Margaret Smith, do give, devise and bequeath to the College of Engineering, University of Texas at Austin, Austin, Texas, all of my property and estate of every nature and description, real, personal and mixed, separate or community, and wherever situated, in fee simple.

And I, Bettie Margaret Smith, do constitute and appoint the then Acting Dean of the College of Engineering at the University of Texas, at Austin, Texas, to be the Independent Executor of this my Last Will and Testament, and I direct that no bond shall ever be required of him as such, and that no action be taken in any court with respect to my estate, except to probate this will and file an Inventory, Appraisalment and List of Claims, as required by law. My said Independent Executor shall have full power of sale with respect to all or any of the property of my estate, and is given every authority and power with respect thereto that I would have if personally living and acting."

Value of the estate is estimated to be in excess of \$600,000.

Amended

A final report accompanied by a recommendation for use of the bequest will be made to the Board of Regents when the administration of the estate is completed.

11. U. T. Austin: Recommendation to Accept Terms and Benefits as the Remainderman Beneficiary Under Proposed Unitrust. --

Recommendation

President Flawn and Chancellor Walker recommend the acceptance of the terms and benefits accruing to The University of Texas at Austin as the remainderman beneficiary under the terms of a proposed unitrust to be established by Joseph Wofford, an entrepreneur of Houston, Texas, as outlined in the following paragraphs:

Mr. Wofford proposes to establish a unitrust which would hold title to a mobile radio communications company valued at \$600,000 and appoint a bank as trustee until the company is sold. The unitrust agreement would provide for the resignation of the bank as trustee after the end of the fiscal year in which the company is sold and the appointment of the Board of Regents as successor trustee.

The proposed unitrust provides for payment of 9% of the annual fair market value if earned to Mr. Wofford during his lifetime. Upon death of the donor, the balance of the unitrust is to be used to establish the James A. Wofford, Sr., Endowed Fund with income to be used for general purposes of The University of Texas at Austin.

The gift is conditional upon acceptance by the Board of Regents of the unitrust terms and an agreement to grant Joe Limerick and Associates, Inc., of Jacksonville, Florida, an exclusive contract to sell the mobile radio communications company for a commission of 10% of the sales price.

Background Information

Joseph Limerick and Associates, Inc., is a specialized consulting and marketing firm in the area of mobile radio/telephone communications. The firm maintains a specialized staff in the areas of Federal Communications Commission rules and Public Utility Commission regulations to assist

operation of these facilities during the periods of sale/purchase. Mr. Limerick is responsible for directing this contribution to the University.

Capital National Bank of Austin, Texas, has agreed to serve as interim trustee under the terms of the proposed unitrust agreement.

B. REAL ESTATE MATTERS

1. U. T. System: Hogg Foundation - Will C. Hogg Memorial Fund: Proposed Oil and Gas Lease on Land in the Stephen F. Austin Survey, Wharton County, Texas.--

Recommendation

Chancellor Walker and Executive Director Lobb recommend approval of an oil and gas lease covering 200 acres in the Stephen F. Austin Survey No. 2, Wharton County, Texas, to Geophysical Exploration Company. The W. C. Hogg Fund and the Thomas E. Hogg Fund respectively own undivided 6.25% and 4.69% interests in this tract. The proposed lease provides for a one-fifth (1/5th) royalty and a term of nine (9) months. If the drilling of a well is not commenced within the nine (9) month term, the W. C. Hogg Fund will receive \$125.00 and the Thomas E. Hogg Fund, \$93.75, as liquidated damages.

Background Information

The tract to be leased is on the flank of the Boling Salt Dome. It was leased on similar terms twice during the past ten years. Three wells have been drilled and all were dry holes. The other mineral owners originally agreed to a 3/16th royalty, but the Lessee has now agreed to pay one-fifth (1/5th) to the University.

2. U. T. Austin - Archer M. Huntington Museum Fund: Proposed Oil and Gas Lease on Land in H. B. Littlefield Survey, A-143, Galveston County, Texas.--

Recommendation

Chancellor Walker and Executive Director Lobb recommend the acceptance of an offer by Mr. Edward Mike Davis for an oil and gas lease on the following three small tracts totaling 15.156 acres in the H. B. Littlefield Survey, A-143, Galveston County, Texas:

Tract No. 1:

That certain 0.326 acre tract, being the same tract conveyed to the Board of Regents of The University of Texas from the Texas City Terminal Railway Company in that exchange deed of properties dated November 1, 1966, and recorded on November 7, 1966, at Book 1821, Page 157, of the Deed Records of Galveston County, Texas.

Tract No. 2:

That certain 5.93 acre tract, said land being described in a deed from The University of Texas Board of Regents to Union Carbide Corporation, dated April 19, 1966, and recorded in Book 1779, Page 272, of the Deed Records of Galveston County, Texas.

Tract No. 3:

That certain 8.9 acre tract, being the same land described as second tract in Right-of-Way Deed dated March 27, 1941, executed by The University of Texas Board of Regents, Grantor, to the County of Galveston, Grantee, and being recorded in Book 629, Page 234, of the Deed Records of Galveston County, Texas.

The proposed lease provides for a bonus of \$75 per acre, 1/4 royalty, \$10 per acre annual delay rental and a three year term.

Background Information

The tracts to be leased are contiguous with a 1,023 acre tract leased to Florida Gas Exploration Company in 1976. Florida Gas has assigned its lease, which expires on October 31, 1979, to Mr. Davis.

3. U. T. Austin - Walter Prescott Webb Chair in History: Request to Renew Lease to Mr. Olen Cothron d/b/a Cothron's Key Center Covering Location in Northfair Shopping Center, Austin, Texas.--

Recommendation

Chancellor Walker and Executive Director Lobb recommend that the lease to Mr. Olen Cothron d/b/a Cothron's Key Center, covering land at Northfair Shopping Center, Austin, be renewed for a period of two years ending August 31, 1981, at a monthly rental of \$230.00.

Background Information

For several years Mr. Cothron has leased approximately 120 square feet on the parking lot of Northfair Shopping Center, where he has placed a portable kiosk for the operation of a key and locksmith business. His most recent lease was for a two year term at \$200.00 per month.

4. U. T. El Paso - Josephine Clardy Fox Estate: Request to Renew Lease to Allright Auto Parks, Inc., Covering 418 E. Overland Street, El Paso, Texas.--

Recommendation

Chancellor Walker and Executive Director Lobb recommend the renewal of a ground lease at 418 E. Overland Street, El Paso, Texas, to Allright Auto Parks, Inc., for a term of five (5) years, commencing December 1, 1979. The monthly rental is to be \$1,625.00 for the first two (2) years and \$1,725.00 for the last three (3) years. Lessor will have the right to terminate the lease on sixty (60) days notice in the event of a sale.

Background Information

Allright Auto Parks, Inc., the present Lessee at a monthly rental of \$1,125.00, and one other company made offers to lease this tract, with Allright's being the highest. The lot has an area of approximately 9,500 square feet.

5. U. T. El Paso - Frank B. Cotton Estate: Recommendation to Advertise for Sealed Bids for Oil and Gas Leases on Land in Hudspeth County, Texas. --

Recommendation

Chancellor Walker and Executive Director Lobb recommend that authority be granted to advertise for sealed bids for oil and gas leases on approximately 24,000 acres in Hudspeth County, Texas, being all the land in that county held by the Board of Regents in the Cotton Estate for The University of Texas at El Paso. Leases will be offered on one section blocks with a 1/5th royalty, five year term and \$5.00 per acre annual delay rental. Bidding will be on the bonus, and a minimum bid of \$10.00 per acre is recommended. Bids received will be submitted to the Board of Regents at a subsequent meeting.

Background Information

The School Land Board had originally planned to offer over 150,000 acres in Hudspeth County at its October 2, 1979, sale upon the following terms: 1/4th royalty, three year term, \$5.00 per acre annual delay rental and \$10.00 per acre minimum bonus. After these terms had been set, the companies which had nominated the tracts asked that their nominations be withdrawn. Consequently, the School Land Board did not offer any of its Hudspeth County land at the October 2, 1979, sale.

6. U. T. Austin - Archer M. Huntington Museum Fund: Recommendation to Refund to Malone Service Company the Partial Purchase Price of Land in the S. C. Bundick League, Galveston County, Texas, Due to Error in Survey. --

Recommendation

Chancellor Walker and Executive Director Lobb recommend that a portion of the purchase price of a tract of land in the S. C. Bundick League, Galveston County, Texas, be refunded to Malone Service Company. On November 29, 1978, a tract of 85.1234 acres was sold to Malone Service Company for \$4,000 per acre pursuant to approval granted at the April 15, 1977, meeting of the Board of Regents. Subsequent to the closing of this transaction it was discovered that a mistake by the surveyor caused approximately five (5) acres which are under water to be included in the sale. This was not contemplated by either of the parties, and the surveyor has offered to provide a corrected survey free of charge. It is recommended that authority be given to reimburse Malone Service Company an amount equal to \$4,000 multiplied by the number of acres actually found to be under water, subject to Malone Service Company delivering a deed to this tract back to the Board of Regents.

III. OTHER MATTERS

PUF and Trust and Special Funds: Report of Securities Transactions for Months of June and July 1979. --In accordance with present procedure, the report of securities transactions for the Permanent University Fund and Trust and Special Funds for the months of June and July 1979, was mailed on September 11, 1979, by Secretary Thedford to the members of the Board of Regents. If any questions regarding this material have been submitted, the Secretary will so report at the meeting of the Land and Investment Committee.

PERMANENT UNIVERSITY FUND

A. INVESTMENT MATTERS

Report on Clearance of Monies to Permanent University Fund for August, 1979 and Report on Oil and Gas Development.---The Executive Director for Investments and Trusts reports the following with respect to the Permanent University Fund for the month ending August 31, 1979, and Oil and Gas Development as of August 31:

<u>Permanent University Fund</u>	<u>August, 1979</u>	<u>Cumulative This Fiscal Year</u>	<u>Cumulative Preceding Fiscal Year</u>	<u>Per Cent Change</u>
Royalty				
Oil	\$4,591,811.30	\$45,057,718.87	\$40,032,058.92	12.55%
Gas	3,452,308.04	30,804,688.58	36,236,948.87	(14.99%)
Water	26,949.57	216,545.66	234,101.16	(7.50%)
Salt Brine	2,279.00	30,737.26	38,736.41	(20.65%)
Sulphur	136,114.05	774,531.63	576,146.22	34.43%
Rental				
Oil and Gas Leases	293,293.95	2,337,297.89	1,402,667.49	66.63%
Other	5,080.00	33,580.51	21,394.93	56.96%
Gain on Sale of Securities		392,443.56	37,689.47	941.26%
Miscellaneous	322,505.85	1,130,842.48	801,147.95	41.15%
	<u>\$8,830,341.76</u>	<u>\$80,778,386.44</u>	<u>\$79,380,891.42</u>	1.76%
Bonuses, Oil and Gas Lease	-0-	<u>9,719,000.00</u>	<u>17,869,500.00</u>	(45.61%)
 TOTAL, Permanent University Fund	 <u>\$8,830,341.76</u>	 <u>\$90,497,386.44</u>	 <u>\$97,250,391.42</u>	 (6.91%)

Oil and Gas Development - August 31, 1979
Acreage Under Lease - 1,042,849

Number of Producing Acres - 396,615

Number of Producing Leases - 1,725

* * * * *

FOUNDATION MATTERS

A. Ima Hogg Foundation: Agenda. --

A brief meeting of the members of the Board of Regents as Trustees of the Ima Hogg Foundation at the October 12, 1979, meeting of the Board of Regents is recommended for action on the following agenda:

1. Approval of Minutes of the previous meeting held on July 26, 1979. Copies were distributed earlier.
2. Recommendation for a farming lease covering 396.13 acres in the Thos. Todd and Juan Garcia Surveys, San Patricio County, Texas, to Mr. W. O. Hart. The proposed lease is for a term of one (1) year commencing October 1, 1979, and provides for automatic one (1) year renewals unless Lessor gives six (6) months notice of termination. The rental is to be twenty percent (20%) of the gross proceeds from the sale of all cotton and thirty percent (30%) of the gross proceeds from the sale of all grain produced on the leased premises. The Lessee will pay all expenses for producing the crops. Mr. Hart has leased this property for over twenty-five (25) years. His previous lease provided for rentals of one-fourth ($\frac{1}{4}$ th) of the cotton and one-third ($\frac{1}{3}$ rd) of the grain, but the Lessor was obligated to reimburse the Lessee for its pro rata share of fertilizer and ginning costs. It is estimated, based on previous years operations, that the proposed lease will generate approximately the same revenue to the Foundation as the former arrangement.
3. Oil and Gas Lease on approximately 200 acres in the Stephen F. Austin Survey No. 2, Wharton County, Texas, to Geological Research Corporation. The Foundation owns an undivided 7.81% interest in the minerals under this tract. The recommended lease is for a term of nine (9) months and provides for a one-fifth ($\frac{1}{5}$ th) royalty. If the drilling of a well is not commenced during the lease term, the Lessee will pay the Foundation \$156.25 as liquidated damages.
4. Recommendation for approval of amount to be reimbursed to the Foundation by The University of Texas Press in connection with publication of Texas Furniture. A question as to reimbursement due Miss Hogg's Estate by the Press was reported to the Trustees at the August 4, 1978, meeting; and the University Administration was directed to arrive at a settlement of the matter and report to the Trustees for approval. It is now recommended that this reimbursement be in the amount of \$2,973.04 which has been approved by the Office of General Counsel.

B. Winedale Stagecoach Inn Fund: Agenda. --

Recommendation

A brief meeting of the members of the Board of Regents as Trustees of the Winedale Stagecoach Inn Fund at the October 12 meeting of the Board of Regents is recommended for action on the following agenda:

1. Approval of Minutes of the preceding meeting held on June 1, 1979. Copies were distributed earlier.
2. At the June 1, 1979, meeting, the sale of the surface only of approximately 410 acres in the Josiah H. Bell League, the George Tennille League, and the J. S. Hogg Subdivision of the Josiah H. Bell League, Brazoria County, to Mr. D. T. Ottinger and Mr. M. A. Brooks for \$430.00 per acre was authorized. The sale was contingent upon obtaining surface waivers on approximately 20 acres from all parties having an interest in the mineral estate. It has not been possible to obtain these waivers. However, Mr. Ottinger and Mr. Brooks are willing to proceed with the transaction at a price of \$400.00 per acre. The appraised value of the land without surface control is \$317.00 per acre. Assistant Secretary-Treasurer Lobb therefore recommends the approval of the sale of the surface only at \$400.00 per acre.

LAND AND INVESTMENT COMMITTEE

EMERGENCY ITEMS

October 11-12, 1979

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II. TRUST AND SPECIAL FUNDS

A. GIFTS, BEQUESTS AND ESTATES

12. U. T. Austin (Department of Astronomy):
Recommendation to Accept Pledge of
Gift and to Establish Curtis Vaughan, Jr.,
Fund for Astronomy

Below

B. REAL ESTATE MATTERS

7. University Cancer Center (M. D. Ander-
son): Recommendation to Accept High Bid
on 417.04 Acres in Bastrop County, Texas
(Bud Johnson Ranch)

50

II. TRUST AND SPECIAL FUNDS

A. GIFTS, BEQUESTS AND ESTATES

12. U. T. Austin (Department of Astronomy): Recommendation
to Accept Pledge of Gift and to Establish Curtis Vaughan, Jr.,
Fund for Astronomy. --

Recommendation

President Flawn and Chancellor Walker recommend the acceptance of periodic gifts from Curtis Vaughan, Jr., and the establishment of the Curtis Vaughan, Jr., Fund for Astronomy at The University of Texas at Austin.

Background Information

Mr. Vaughan wishes to begin making periodic gifts to establish an endowment fund which will eventually fund a chair in the Department of Astronomy. Provisions will be made in Mr. Vaughan's will to bring the fund total up to the amount required for a chair should his death occur prior to the time his gifts reach that level. Mr. Vaughan anticipates that his gifts/bequest will total between \$500,000 and \$750,000.

During the interim period prior to the fund reaching the level required to fund a chair, Mr. Vaughan requests that the income from his gifts be used at the discretion of the director of McDonald Observatory for such purposes as postdoctoral fellowships, specific instrument additions, and seed money for research programs.

Mr. Vaughan's proposal contains the following statement in regard to the administration of the fund:

"I hope it would be possible that my contributions might be held and invested in a separate fund in safe, but high yielding, securities, which are, at least in today's times of high interest rates, readily available; i.e., short term government obligations and money market funds."

At the time the fund reaches the required level, a recommendation will be submitted to the Board of Regents for the establishment and administration of a chair in Astronomy.

Mr. Curtis Vaughan, Jr., is Chairman and Chief Executive Officer of Vaughan and Sons, Inc., a distributor of lumber and related building materials in the San Antonio area. Mr. Vaughan is a member of and current Chairman of the McDonald Observatory Advisory Council.

B. REAL ESTATE MATTERS

7. University Cancer Center (M. D. Anderson): Recommendation to Accept High Bid on 417.04 Acres in Bastrop County, Texas (Bud Johnson Ranch). --

As authorized at the July 26, 1979, meeting of the Board of Regents, sealed bids were solicited for the sale of the Bud Johnson Ranch in Bastrop County, Texas. The bids were opened and tabulated at 10:00 a.m. on October 9, 1979, and it is recommended by the Chancellor and the Executive Director for Investments and Trusts that the sale to the high bidder as listed below be approved:

<u>HIGH BIDDER</u>	<u>AMOUNT</u>
James A. Drawe	\$315,000.00

Advertising for bids was begun on September 6, 1979. On September 21, 1979, Mr. Drawe submitted a contract for \$312,750.00 on a standard earnest money contract form, which had the name of Loy Duddleston, Real Estate Broker, thereon. However, no commission was specified in the blank spaces provided on the form. The contract was sealed in an envelope and placed in the safe in the office of Investments and Trusts, and Mr. Drawe was advised that it would be treated as if it were a regular bid. The amount offered by Mr. Drawe was kept confidential. Subsequently, Mr. Drawe submitted the above described bid which was accompanied by a letter advising that it was being made in lieu of the original offer. This bid was apparently submitted without the knowledge of Mr. Duddleston, and was opened along with the other bids at 10:00 a.m. on October 9, 1979. Shortly after the bid opening, Mr. Duddleston indicated in a telephone conversation that he had a verbal understanding with Dr. R. Lee Clark by which he was to receive a commission if Mr. Drawe's bid was accepted. It is recommended that a commission not be paid to Mr. Duddleston.

TABULATION OF BIDS

THE BUD JOHNSON RANCH, BASTROP COUNTY, TEXAS

10:00 a. m., Tuesday, October 9, 1979

417.04 Acres

BIDDER	TOTAL AMOUNT OF BID
** 1. Mr. James A. Drawe	Escrow \$315,000.00 (\$112.50 + 15,637.50 = \$15,750.00)
2. Mr. James A. Drawe	Escrow \$312,750.00 (\$15,637.50)
3. Candleligh Plaza Inc. (T.D. Gardner)	Escrow \$294,013.20 (\$14,700.66)
4. Voss Ranch (James M. Voss)	Escrow \$263,127.00 (\$13,156.35)
5. Annco, Inc. (R. E. Thomas)	Escrow \$219,548.80 (\$10,977.44)
6. Harry E. Nelson, Allen S. Nelson , Larry C. Nelson, d/b/a Nelson Properties, a Texas Partnership	Escrow \$212,690.00 (\$10,634.50)
7. Mr. Christopher R. Lentz et ux Patricia Ann Lentz	Escrow \$208,520.00 (\$10,426.00)
8. Mr. Horace Mann	\$208,000.00 (BID BY TELEPHONE NO ESCROW IN HAND)
9. Mr. Donald W. Meek and Justa H. Meek	Escrow \$150,134.40 (\$7,506.72)
10. O. J. Carraway, C. O. Carraway C. P. Carraway, and R. W. Terrell	Escrow \$63,006.41 (\$3,151.00-Personal check) \$151.08 per acre
11. Mr. Robert M. Morris	Escrow \$52,130.00 (\$2,606.50)

**1. High Bid - \$755.32 per acre

THE UNIVERSITY OF TEXAS SYSTEM ADMINISTRATION
SCHEDULE OF AVAILABLE UNIVERSITY FUND INCOME
FOR THE YEAR ENDED AUGUST 31, 1979

	<u>Total</u>	<u>Divisible With Texas A&M University System</u>	<u>Non- Divisible</u>
GROSS INCOME			
From Invested Funds			
Interest on United States Bonds	\$11,976,107.62	\$11,976,107.62	\$
Interest on U.S. Government Agency Obligations	13,255,225.33	13,255,225.33	
Interest on Corporate Bonds	19,134,192.43	19,134,192.43	
Interest on Short Term Investments Commercial Paper	5,244,919.71	5,244,919.71	
Interest on FHA Real Estate Mortgages	562,134.77	562,134.77	
Dividends on Stocks	22,514,784.82	22,514,784.82	
Earnings Allocated to Proceeds from Fifty Leagues Lands, Etc.		(85,638.63)	85,638.63
Total From Invested Funds	<u>\$72,687,364.68</u>	<u>\$72,601,726.05</u>	<u>\$ 85,638.63</u>
Other Income			
Grazing Leases	\$ 1,200,234.86	\$	\$ 1,200,234.86
Surface Easements	983,891.06	983,891.06	
Exploration Permits	29,400.00	29,400.00	
Mineral Lease Assignment Fees	13,423.02	13,423.02	
Interest on Royalties	51,568.16	51,568.16	
Interest on Funds with State Treasurer	2,121,309.98	243,927.59	1,877,382.39
Miscellaneous	3,026.91	265.94	2,760.97
Total Other Income	<u>\$ 4,402,853.99</u>	<u>\$ 1,322,475.77</u>	<u>\$ 3,080,378.22</u>
Total Gross Income	<u>\$77,090,218.67</u>	<u>\$73,924,201.82</u>	<u>\$ 3,166,016.85</u>
LESS EXPENSES			
West Texas Lands			
Auditing oil and Gas Production	\$ 123,173.70	\$ 123,173.70	
Board for Lease of University Lands	7,307.29	7,307.29	
University Lands - Geology	319,570.31	319,570.31	
General Counsel for The University of Texas System	340,661.09	85,165.27	\$ 255,495.82
Oil Field Supervision & Geophysical Exploration	88,524.51	88,524.51	
Oil, Gas and Mineral Survey	12,157.24	12,157.24	
Unemployment Compensation Insurance	3,006.26	2,378.21	628.05
Old Age and Survivor's Insurance	140,413.40	108,859.72	31,553.68
Workmen's Compensation Insurance	5,370.00	4,072.14	1,297.86
Group Insurance Premiums	13,048.59	10,312.19	2,736.40
Accrued Vacation and Sick Leave Payments	10,643.38	8,047.71	2,595.67
Surface Leasing	161,843.75		161,843.75
Total Expenses - West Texas Lands	<u>\$ 1,225,719.52</u>	<u>\$ 769,568.29</u>	<u>\$ 456,151.23</u>
Investment Expenses			
Office of Investments and Trusts	\$ 631,476.37	\$ 631,476.37	\$
Total Expenses to be Deducted	<u>\$ 1,857,195.89</u>	<u>\$ 1,401,044.66</u>	<u>\$ 456,151.23</u>
Net Income from State Endowment	<u>\$ 75,233,022.78</u>	<u>\$72,523,157.16</u>	<u>\$ 2,709,865.62</u>
Deduct: The Texas A&M University System Share	\$ 24,174,385.72	\$24,174,385.72	\$
INCOME FROM STATE ENDOWMENT - THE UNIVERSITY OF TEXAS SYSTEM	<u>\$ 51,058,637.05</u>	<u>\$48,348,771.44</u>	<u>\$ 2,709,865.62</u>

Committee of the Whole

COMMITTEE OF THE WHOLE
Presiding: Chairman Williams

Date: October 12, 1979

Time: Following the Meeting of the Land and Investment Committee

Place: Lounge, Student Union Building
Dallas Southwestern Medical School, The University of
Texas Health Science Center at Dallas, Dallas, Texas

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I. SPECIAL ITEMS

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I. SPECIAL ITEMS

A. BOARD OF REGENTS

1. Proposed Amendment and Editorial Changes to the Regents' Rules and Regulations, Part One, Chapter VII, Section 3 (Foundations) and Chapter VIII, Section 4 (Institutions and Entities Composing the System). --

Recommendation

It is recommended that if the Tyler Educational Foundation, Inc., is approved as an external foundation as proposed in Item 3, Page C of W - 10 that the Regents Rules and Regulations, Part One, Chapter VII, Section 3.23 be amended by adding "Tyler Educational Foundation, Inc."

It is noted that the Secretary will make the following editorial changes in the Regents' Rules and Regulations, Part One:

- a. Chapter VII, Section 3.17, by inserting at the appropriate place "Graduate School Foundation 1976."

This item, after the establishment of the foundation, was never inserted in the revised Rules and Regulations.

- b. Chapter VIII, Section 4, by changing Subsection 4.45 from "The University of Texas at Austin School of Communication" to "The University of Texas at Austin College of Communication."
- c. Chapter VIII, Section 4, by adding a new Subsection 4.9 "The University of Texas at Tyler U. T. Tyler" and subsequently renumbering the present Subsections 4.9 through 4.(15) and their subparagraphs, Subsections 4.(10) through 4.(16).

2. Bond Matters: Recommendation to (a) Issue and Sell Board of Regents of The University of Texas System, The University of Texas at Austin General Fee Revenue Bonds, Series 1979; (b) Appoint Bond Counsel and Bond Consultant; (c) Advertise for Bids for Bonds, Paying Agency and Printing; and (d) Establish Account to Pay Fees of Bond Counsel, Bond Consultant, Printing of the Bonds and Other Miscellaneous Costs. --

RECOMMENDATION

President Flawn and Chancellor Walker recommend that approximately \$6,000,000 U. T. Austin General Fee Revenue Bonds, Series 1979, be issued, the exact amount to be determined after the final Fall enrollment figures are available. The proceeds of the bond issue are to be used to finance construction of educational facilities at U. T. Austin.

It is further recommended that the firm of McCall, Parkhurst & Horton be authorized as Bond Counsel, the firm of Russ Securities be authorized as Bond Consultant; and that the Office of Investments and Trusts be authorized to take competitive bids for the bonds, paying agency and printing of the bonds with bids submitted to the Board of Regents at a subsequent meeting. Also recommended is that an account be established on the books of U. T. Austin in the approximate amount of \$35,000 out of bond proceeds to pay fees of the Bond Counsel, Bond Consultant, printing of the bonds and other miscellaneous costs.

B. U. T. SYSTEM

3. Recommendation to Authorize Depository Agreement. --

Recommendation

Chancellor Walker recommends that the University State Bank, Austin, Texas, be added to the Depository List for University Funds.

Background Information

Mr. Ruben H. Johnson, Chairman of the Board of the University State Bank, Austin, Texas, has requested this bank be designated as a depository for University of Texas funds and has requested that this matter be brought to the attention of the Board of Regents.

The University State Bank is located in the campus area of The University of Texas at Austin, and has long served the banking needs of a large number of students and faculty at U. T. Austin. This bank has also been the depository for a large number of student organizations and also provides most of the banking services for foreign students.

This bank will be moving from its present location after new facilities have been constructed between 14th and 15th Streets on Guadalupe, however, a full-time motor bank will be maintained within the two-block area of the campus.

The University of Texas System does not need additional depository banks and the recommendation to add this bank to the Depository List is made solely because of the many services rendered to the students, faculty, and student organizations at U. T. Austin.

The Austin banks on the approved Depository List are: American National Bank, Austin National Bank, Capital National Bank, City National Bank, Texas State Bank, and Citizens National Bank.

C. U. T. ARLINGTON

4. Real Estate Center: Recommendation to Accept Gift and to Name Center. --

Recommendation

President Nedderman and Chancellor Walker recommend the acceptance of an annual gift of \$12,500 for the next five years and the naming of the present center for real estate and development at U. T. Arlington, the Dan Gould, Sr., Center for Real Estate and Urban Development. The stipulation of the naming of the center for Dan Gould, Sr., would not necessarily be in perpetuity, but would be contingent upon the continued receipt of gifts after the five year period and the continued existence of the Center for Real Estate.

The annual gifts will be expended to promote research and education in real estate including the solicitation of grants from government and private organizations and holding seminars for both industry specialists and the general public.

Background Information

Mr. Dan Gould, Sr., has owned and operated a diversified insurance and real estate business in excess of twenty years in the Arlington area. Dan Gould, Jr., has joined his father in the business which has focused primarily on all phases of real estate development including construction.

They have been very active in public affairs as well as being members and supporters of the Maverick Club at U. T. Arlington.

5. Stadium (Multipurpose Athletic Facility): Request to Name Facility. --

Recommendation

It is recommended by President Nedderman and Chancellor Walker that the Board of Regents approve "Maverick Stadium" as the name for the Stadium (Multipurpose Athletic Facility) at The University of Texas at Arlington.

Background Information

At the December 1, 1978 Board meeting, the construction contract was awarded for the Stadium (Multipurpose Athletic Facility) at The University of Texas at Arlington. This project is scheduled for completion in the summer of 1980.

The Administration of U. T. Arlington has recommended that the Multipurpose Athletic Facility be named "Maverick Stadium."

D. U. T. AUSTIN

6. Texas Memorial Museum: Recommendation to Accept Antique Firearms Collection Under Will of Edwin Hampton Glaeser and to Execute Acceptance Agreement Therefor. --

Recommendation

President Flawn and Chancellor Walker recommend the acceptance of a bequest of a collection of antique firearms under the terms of the will of Edwin Hampton Glaeser. Intrinsic value of the firearms collection is between \$500,000 and \$800,000. The Texas Memorial Museum was designated as the primary recipient of this large and important collection of antique firearms.

It is recommended that the acceptance agreement be executed by the University and approved by the Chairman of the Board of Regents, which agreement includes:

"(1) Said collection shall be designated as THE EDWIN HAMPTON GLAESER ANTIQUE FIREARMS COLLECTION.

(2) Such collection shall be kept at said TEXAS MEMORIAL MUSEUM -- THE UNIVERSITY OF TEXAS AT AUSTIN and shall not be dispersed, but such collection or parts thereof may be exhibited on temporary loan in such manner as GRANTEE may authorize. It is recognized that the value of such

collection is for research as well as for public display, and such parts of such collection as may not be on public display shall at all times be made available for research purposes in such manner as GRANTEE may authorize.

(3) In fulfillment of the terms of the will of Edwin Hampton Glaeser, it is expressly stipulated that such collection shall at no time be permanently placed in storage away from public view and enjoyment. However, it is further stipulated that it is not required that the entire collection be on exhibit or public view at all times and GRANTEE may exhibit such part or parts of such collection as GRANTEE may see fit at various times, so long as a major portion of such collection (not including the modern automatic or semi-automatic arms) is on exhibit or public view at all times and the rest of such collection as may then be suitable is available for research use as specified above.

(4) Such display or availability of the modern automatic or semi-automatic arms of said collection shall be at the sole discretion of GRANTEE, and GRANTEE may at its discretion decline to place same on public exhibit."

University staff members have agreed that the terms of the agreement can be adhered to.

Background Information

Edwin Hampton Glaeser died February 7, 1979, at his home in New Ulm, Texas, where he had retired and devoted much of his time to the development of his gun collection and acquisition of an extensive library on the history of firearms. Mr. Glaeser served in World War I in France where he acquired some of the first pieces for his gun collection. The majority of the collection was acquired during years Mr. Glaeser spent working as a printer for the New Ulm Enterprise, Brenham Banner-Press and a Denver printing company in addition to being a modest success as a landscape painter.

7. Balcones Research Center - Civil Engineering Structures Research Laboratories: Request to Make Exception to Regents' Rules and Regulations, Part One, Chapter VIII, Section 1, and to Name Laboratories. --

RECOMMENDATIONS

President Flawn and Chancellor Walker recommend that the Board:

- a. Salute the distinguished career of Professor Emeritus Phil M. Ferguson for his long service to The University of Texas at Austin and the Department of Civil Engineering
- b. Approve a waiver of the provisions of Regents' Rules and Regulations, Part One, Chapter VIII, Section 1 to allow the designation of the Balcones Research Center Civil Engineering Structures Research Laboratories as the Phil M. Ferguson Structural Engineering Laboratory in honor of Professor Emeritus Ferguson.

BACKGROUND INFORMATION

President Flawn concurs in the recommendations of the College of Engineering to have the name of the U. T. Austin Balcones Research Civil Engineering Structures Research Laboratory changed to the Phil M. Ferguson Structural Engineering Laboratory.

A resolution unanimously passed by the Civil Engineering Department supports this action. It is endorsed by Dr. Joseph Malina, Professor and Chairman of Civil Engineering, and Dr. Earnest F. Gloyna, Dean of the College of Engineering.

Professor Ferguson began teaching at The University of Texas in 1928 and served as Department Chairman of Civil Engineering from 1943 to 1957. He has served his profession through activities in the American Society of Civil Engineers, the Texas Society of Professional Engineers, and the American Concrete Institute in which he was elected to the position of National President in 1959. In 1973 Professor Ferguson was elected to the National Academy of Engineering. While always active in research and public service, Professor Ferguson never neglected his teaching duties. One of Professor Ferguson's highest honors was his selection in 1962 for the General Dynamics Award for Excellence in Teaching in the College of Engineering at U. T. Austin. Through his efforts, the initiation and early development of the Civil Engineering Structures Research Laboratory became a reality and has grown into one of the largest and best equipped facilities of its kind in the world.

The Civil Engineering Department is planning a Fall 1979 Symposium to honor Professor Emeritus Phil M. Ferguson on the occasion of his eightieth birthday. The renaming of the Laboratory will be a tangible recognition of Professor Ferguson's achievements and long service to the University.

8. Request for Individual to Serve as Member of the Texas Coastal and Marine Council. --

RECOMMENDATION

President Flawn and Chancellor Walker recommend approval for Mr. Ross L. Shipman, Associate Director of the Marine Science Institute, to serve as a member of the Texas Coastal and Marine Council. Mr. Shipman's appointment was made by Speaker Bill Clayton of the Texas House of Representatives. The Council will meet no more than six days per year and Mr. Shipman will be eligible to receive \$50.00 per day plus reimbursement for actual expenses according to state regulations.

BACKGROUND INFORMATION

The Texas Coastal and Marine Council was established in 1971 by the Texas Legislature. Mr. Shipman's service on the Council will not conflict with his duties as Associate Director of the Marine Science Institute, but will enhance his work at the University. Also, he will be in a position to make important contributions to the decisions relating to management of the coastal resources of Texas. This recommendation 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.

9. Academic Computer Development - Ten-Year Plan: Proposed Appropriation for Phase 2. --

Recommendation

President Flawn and Chancellor Walker recommend the appropriation of \$2,000,000 from the Available University Fund for Phase 2 of the Ten-Year Plan for Academic Computer Development of U. T. Austin. An appropriation of \$1,000,000 was approved for computer development in the Available Fund budget for 1979-80 so that the total appropriation for this purpose will be \$3,000,000.

Background Information

The Board of Regents at the meeting of November 30, and December 1, 1978, approved in principle a Ten-Year Development Plan for academic computing for U.T. Austin and also appropriated the funds for Phase 1 of the plan. The funding recommended for Phase 2 is consistent with the plan considered in 1978. Phase 2 of the Ten-Year Plan calls for three main items: installation of an IBM compatible system, upgrade of mid-scale time-sharing system, and development of several small systems dedicated to specialized research and/or instruction.

E. GALVESTON MEDICAL BRANCH

10. Graves Hospital: Recommendation to Accept Grant for Partial Payment of Construction Cost for Fifth Floor (13,000 Square Feet). --

Recommendation

President Levin and Chancellor Walker recommend the acceptance of a grant in the amount of \$500,000 from The Moody Foundation to be used in partial payment of the construction costs of a 13,000 square foot fifth floor for the Graves Hospital.

Background Information

The Board of Regents at their meeting of August 3-4, 1978, authorized the addition of a fifth floor to the Graves Hospital subject to the availability of funds. With this grant from the Moody Foundation, this additional floor has been included in the plans for this facility.

11. George Sealy Home (Formerly Referred to as "Sealy Home"):
Recommendation to Accept Grant for Restoration and Maintenance. --

Recommendation

President Levin and Chancellor Walker recommend the acceptance of a grant in the amount of \$100,000 from The Sealy & Smith Foundation for The John Sealy Hospital. The grant is to be used for restoration and maintenance of the George Sealy home located at 25th Street and Broadway, Galveston, Texas. It is intended that this grant be expended for current repairs.

Background Information

The Board of Regents at the meeting of October 31, 1969, officially accepted the Sealy Home as reflected on page 106 of the minutes for that meeting.

The purpose of the gift was to establish a perpetual memorial to George and Magnolia W. Sealy and provide a faculty club for recreation, meetings and similar functions of the faculty and staff of The John Sealy Hospital.

Funds to assist with the perpetual care of the home have been provided by the following gifts for permanent endowment funds which were previously accepted by the Board of Regents:

- a) George and Magnolia W. Sealy Memorial Fund consisting of house and investments with a book value of \$117,903.56 as of July 31, 1979.

- b) Robert Sealy Fund consisting of investments with a book value of \$144,951.96.

Income from these trust funds has been designated for use in the care, maintenance and programs incidental to the utilization of the Sealy Home.

II. DEVELOPMENT MATTERS

A. U. T. AUSTIN

1. Development Board: Proposed Nominee. -- (NO PUBLICITY)

RECOMMENDATION

It is recommended by President Flawn and Chancellor Walker that Mr. Robert L. Parker, Sr., Chairman of Parker Drilling Company, Tulsa, Oklahoma, be approved as a nominee to The University of Texas at Austin Development Board for a term to expire August 31, 1982. This nomination is to fill the vacancy created by the expiration of the term of Mr. Elton M. Hyder, Jr. on August 31, 1979.

In accordance with usual procedures, no publicity will be given to this nomination until acceptance is received and reported for the record at a subsequent meeting of the Board of Regents.

2. College of Engineering Foundation Advisory Council: Proposed Nominee. -- (NO PUBLICITY)

RECOMMENDATION

It is recommended by President Flawn and Chancellor Walker that Mr. Alex Massad, Executive Vice President of Mobil Oil Company, New York, New York, be approved as a nominee to The University of Texas at Austin College of Engineering Foundation Advisory Council for a term to expire in 1982.

BACKGROUND INFORMATION

Since the previously approved nominee has declined to serve, this term remains unfilled. While Mr. Massad is already a member of the College of Business Administration Foundation Advisory Council, President Flawn has indicated that this dual membership will be of benefit to the University.

In accordance with usual procedures, no publicity will be given to this nomination until acceptance is received and reported for the record at a subsequent meeting of the Board of Regents.

B. U. T. TYLER

3. Request to Approve External Foundation (See Item I., A., 1.). --

RECOMMENDATION

President Stewart and Chancellor Walker recommend that The University of Texas at Tyler Educational Foundation, Inc., be approved as an external foundation.

BACKGROUND INFORMATION

This Foundation has been of great financial and community support in the historical development of this campus and is anxious to continue this support on behalf of The University of Texas at Tyler. The Board of Directors has approved amendments to the Foundation's charter and bylaws to reflect the association with U. T. Tyler. These amendments were reviewed and approved by the Office of General Counsel.

C. INSTITUTE OF TEXAN CULTURES

4. Development Board: Proposed Nominees. -- (NO PUBLICITY)

RECOMMENDATION

It is recommended by Executive Director Maguire and Chancellor Walker that the individuals listed below be approved as nominees to The University of Texas Institute of Texan Cultures at San Antonio Development Board for terms expiring in 1981:

Mr. Joe Belden, Dallas, President of Belden Associates, a marketing research firm

Mr. Herman Pressler, Houston, an attorney

These terms are available since the previously approved nominees declined to serve. In accordance with usual procedures, no publicity will be given to these nominations until acceptances are received and reported for the record at a subsequent meeting of the Board of Regents.

D. HOUSTON HEALTH SCIENCE CENTER

5. Development Board: Proposed Nominee. -- (NO PUBLICITY)

RECOMMENDATION

President Bulger and Chancellor Walker recommend that Mr. Walter Mischer, Jr., Vice President of Mischer Corporation, Houston, Texas, be approved as a nominee to The University of Texas Health Science Center at Houston Development Board for a term expiring August 31, 1980. This nomination, which is supported by the Executive Committee of the Houston Health Science Center Development Board, is to fill the vacancy created by the resignation of Mr. Weldon Smith whose term expires August 31, 1980.

In accordance with usual procedures, no publicity will be given to this nomination until acceptance is received and reported for the record at a subsequent meeting of the Board of Regents.

E. U. T. SYSTEM - REPORT OF MEMBERSHIP OR STATUS OF ORGANIZATION FOR ALL COMPONENT DEVELOPMENT BOARDS AND ADVISORY COUNCILS EFFECTIVE SEPTEMBER 1, 1979:

- (1) U. T. Arlington: Development Board, Graduate School of Social Work, College of Business Administration and School of Nursing Advisory Councils;
- (2) U. T. Austin: Development Board, School of Architecture Foundation, Arts and Sciences Foundation, College of Business Administration Foundation, College of Communication Foundation, College of Education Foundation, College of Engineering Foundation, College of Fine Arts Foundation, Geology Foundation, Graduate School Foundation, Graduate School of Library Science Foundation, Pharmaceutical Foundation, School of Social Work Foundation, McDonald Observatory, School of Nursing and Marine Science Institute Advisory Councils;
- (3) U. T. Dallas: Development Board, School of Management and Administration, Callier Center for Communication Disorders, School of General Studies, School of Arts and Humanities and School of Social Sciences Advisory Councils;
- (4) U. T. El Paso: Development Board;
- (5) U. T. Permian Basin: Development Board;
- (6) U. T. San Antonio: Development Board, College of Business Advisory Council;
- (7) Dallas Health Science Center: Development Board;
- (8) Galveston Medical Branch: Development Board;
- (9) Houston Health Science Center: Development Board;
- (10) San Antonio Health Science Center: Development Board;
- (11) University Cancer Center: Board of Visitors of University Cancer Foundation;
- (12) Tyler Health Center: Development Board;
- (13) Institute of Texan Cultures: Development Board.--

Unless otherwise indicated, membership was authorized for and nominees were designated by unanimous vote to the following development boards and advisory councils on June 1, 1979. The Administration notified the individuals nominated and reported that the following had accepted appointments. The full membership of each organization is set out below with the new appointments indicated by an asterisk and reappointments by double asterisks.

The Regents' Rules and Regulations, Part One, Chapter VII, Subsection 2.31 provides that each development board shall consist of not more than twenty-five appointed members. In those cases where the membership has been increased, the necessary rules were waived.

1. The University of Texas at Arlington

Development Board.--Authorized Membership 25:

	<u>Term Expires</u>
Mr. Robert Alpert, Dallas	1981
**Mr. Lewis Bond, Fort Worth	1982
Dr. Malcolm K. Brachman, Dallas	1981
**Mr. James T. Brown, Grand Prairie	1982
**Mr. Arthur W. Cruse, Dallas	1982
Mr. Rawles Fulgham, Dallas	1981
Mr. Jenkins Garrett, Fort Worth	1981
Mr. Richard Greene, Arlington	1980
**Mr. A. R. Hixson, Arlington	1982
Mr. Burl B. Hulsey, Jr., Dallas	1981
Mr. Dee J. Kelly, Fort Worth	1981
*Mr. Robert L. Kirk, Dallas	1982
Mr. H. R. Poynter, Arlington	1980
T. L. Shields, M.D., Fort Worth	1981

Mr. Leo Smith, Dallas	1981
Mr. Marvin Stetler, Arlington	1981
Mr. John T. Stuart, Dallas	1980
Mr. Tom Taylor, Arlington	1980
Mr. Robert Thornton, Jr., Dallas	1980
**Mr. Ernest J. Wilemon, Arlington	1982
Mr. Sam Woodson, Fort Worth	1980
*Mr. Paul E. Yarbrough, Arlington	1982

3 Unfilled Terms (Terms to be determined as filled)

Graduate School of Social Work Advisory Council.
 --Authorized Membership 26:

	<u>Term Expires</u>
**R. G. Alexander, D.D.S., Arlington	1982
Mr. Ron Burrus, Irving	1981
*Mr. Howard Chase, Dallas	1982
**Mr. Roy Dulak, Dallas	1982
Mr. Larry Eason, Fort Worth	1980
*Mr. Joe Guise, Dallas	1982
Mr. Pete Hinojosa, Fort Worth	1980
**Mrs. Tommy G. Mercer, Fort Worth	1982
**Rabbi Robert Schur, Fort Worth	1982
Mr. Ralph M. Shannon, Dallas	1981
**Mrs. Richard Snider, Arlington	1982
Mr. Robert Standifer, Fort Worth	1981
Mr. Al Stillman, Dallas	1981
Mr. Harry Tanner, Dallas	1981
**Mr. Glenn Wilkins, Fort Worth	1982
Unfilled Term	1980
Unfilled Term	1980
Unfilled Term	1980
Unfilled Term	1980
Unfilled Term	1980
Unfilled Term	1982
Unfilled Term	1982
Unfilled Term	1982
Unfilled Term	1982
Unfilled Term	1982
Unfilled Term	1982
Unfilled Term	1982

College of Business Administration Advisory Council.
 --Authorized Membership 30:

	<u>Term Expires</u>
Mr. Richard L. Buerkle, Grand Prairie	1981
Mr. Albert H. Cloud, Jr., Dallas	1980
Mr. Charles Ferguson, Dallas	1980
Mr. John Ford, Dallas	1981
Mr. Joseph Grant, Fort Worth	1980
Mr. Don Guth, Garland	1980
Mr. J. M. Hill, Cleburne	1981
**Mr. Burvin Hines, Arlington	1982
Mr. Leonard Huber, Dallas	1980
Mr. Charles A. James, Dallas	1980
Mr. John Justin, Fort Worth	1980
Mr. Herb Leitz, Arlington	1980
Mr. A. Patrick McEvoy, Dallas	1980
Mr. W. N. McKinney, Dallas	1981
Mr. Mike A. Myers, Dallas	1981
**Mr. Bill Nugent, Fort Worth	1982
Mr. George B. Phillips, Fort Worth	1981
*Mr. Howard Putnam, Dallas	1982
Mr. E. M. Rosenthal, Fort Worth	1980
Mr. Ed Schollmaier, Fort Worth	1981

Mr. Carl Sewell, Dallas	1980
Mr. Charles Simmons, Fort Worth	1981
*Mr. Bill Smith, Dallas	1981
Mr. Doyle Smith, Arlington	1980
**Mr. Stephen F. Smith, Dallas	1982
Mr. Liener Temerlin, Dallas	1980
Mr. J. B. Thomas, Fort Worth	1980
**Mr. Merle Volding, Dallas	1982
Mr. Paul E. Yarbrough, Arlington	1981

Unfilled Term	1980
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School of Nursing Advisory Council.
 --Authorized Membership 16:

	<u>Term Expires</u>
**Mrs. Gordon Appleman, Fort Worth	1982
Frank C. Council, M.D., Arlington	1981
**Mr. R. E. Cox III, Fort Worth	1982
Mr. Dan Dipert, Arlington	1980
Mr. Robert W. Gerrard, Fort Worth	1980
**Mr. Arthur I. Ginsburg, Fort Worth	1982
Reverend R. W. Jablonowski, Jr., Fort Worth	1980
Mrs. Kay Buck McDermott, Fort Worth	1980
**Mr. Rex C. McRae, Arlington	1982
Mrs. J. Clark Nowlin, Fort Worth	1981
Fred Rehfeldt, M.D., Millsap	1981
Mrs. Byron Searcy, Fort Worth	1980
**Mr. Sterling Steves, Fort Worth	1982
Mr. Bill Wagner, Bedford	1981
Unfilled Term	1980
Unfilled Term	1982

2. The University of Texas at Austin

Development Board.--Authorized Membership 26:

	<u>Term Expires</u>
Mr. Rex G. Baker, Jr., Sugar Land	1980
**Mrs. Perry R. Bass, Fort Worth	1982
Captain Alan L. Bean, Houston	1980
Senator Lloyd M. Bentsen, Jr., Washington, D.C.	1980
Mr. L. L. Colbert, Naples, Florida	1980
**Mr. Marvin K. Collie, Houston	1982
Mr. C. W. Cook, Austin	1980
Mr. B. W. Crain, Jr., Longview	1980
**Mr. Franklin W. Denius, Austin	1982
**Mr. Bob R. Dorsey, Houston	1982
Mr. A. Baker Duncan, San Antonio	1980
Mr. Hayden W. Head, Corpus Christi	1980
**Mr. Dan M. Krausse, Dallas	1982
Mr. Thos. H. Law, Fort Worth	Regent
	Representative
**Mr. Ben F. Love, Houston	1982
Mr. Wales H. Madden, Jr., Amarillo	1980
Mrs. Eugene McDermott, Dallas	1981
Mr. J. Mark McLaughlin, San Angelo	1981
Mr. V. F. Neuhaus, McAllen	1980
Mr. B. D. Orgain, Beaumont	1981
Mrs. John H. Rauscher, Jr., Dallas	1981
**Mr. Preston Shirley, Galveston	1982
**Mr. Ralph Spence, Tyler	1982
**Mr. Jack G. Taylor, Austin	1982
**Mr. J. D. Wrather, Jr., Beverly Hills, California	1982
Unfilled Term	1982

School of Architecture Foundation Advisory Council.

--Authorized Membership 25:

	<u>Term Expires</u>
Mr. Howard R. Barr, Austin	1980
*Mr. Edwin E. Beran, Dallas	1982
Mr. Joseph E. Blanton, Albany	1980
**Mr. David R. Braden, Dallas	1982
**Mr. James A. Clutts, Dallas	1982
Mr. Robert W. Cutler, Salado	1980
Mr. Fred W. Day, Jr., Austin	1981
Mr. Crawford Dunn, Dallas	1981
Mr. Joe Edward Guthrie, Dallas	1981
*Mr. George F. Harrell, Dallas	1982
Mr. Norcell D. Haywood, San Antonio	1980
Mr. Karl F. Kamrath, Houston	1980
Mr. Alwyn S. Koehler, Houston	1981
*Mr. Charles E. Lawrence, Houston	1981
Mr. A. William Modrall, Jr., Houston	1980
Mr. Edward Mok, San Antonio	1980
Mr. Raymond D. Nasher, Dallas	1981
Mr. J. V. Neuhaus III, Houston	1981
Mr. George C. Pearl, Albuquerque, New Mexico	1980
**Mrs. Catherine H. Powell, San Antonio	1982
Mr. A. T. Seymour III, Fort Worth	1981
Mr. Frank H. Sherwood, Fort Worth	1981
**Mr. Charles F. Terry, Dallas	1982
Unfilled Term	1982
Unfilled Term	1982

Arts and Sciences Foundation Advisory Council.

--Authorized Membership 36:

	<u>Term Expires</u>
Mr. Thomas D. Anderson, Houston	1980
Mr. R. Gordon Appleman, Fort Worth	1980
Mr. Donald L. Baeder, Houston	1981
**Dr. Roland K. Blumberg, Seguin	1982
Mrs. Ford M. Boulware, San Angelo	1981
Mrs. Robert B. Brinkerhoff, Houston	1981
Mrs. John S. Cargile, San Angelo	1980
Mr. Kenneth D. Carr, Austin	1980
Mrs. Amon G. Carter, Jr., Fort Worth	1980
Dr. Clarence L. Cline, Austin	1980
*Dr. Thomas M. Cranfill (Ph.D.), Austin	1981
Mrs. Trammell Crow, Dallas	1981
Mr. James D. Dannenbaum, Houston	1980
*Mr. Donald C. Duncan, Burnet	1982
Mr. Hall S. Hammond, San Antonio	1981
Mr. Harry Lee Hudspeth, El Paso	1981
Mr. Ralph T. Hull, Houston	1981
**Mr. Lenoir Moody Josey II, Houston	1982
*Mr. Barron U. Kidd, Dallas	1982
Mrs. Radcliffe Killam, Laredo	1981
Miss Nancy E. Lake, Tyler	1980
**Mr. Lowell H. Lebermann, Jr., Austin	1982
**Mr. Richard M. Lucas, Berclair	1982
Mrs. Wales H. Madden, Jr., Amarillo	1980
Mrs. Alice K. Reynolds Meyer, San Antonio	1980
**Mrs. Clyde Parker, Kerrville	1982
Mrs. William D. Seybold, Houston	1981
**Mrs. William H. Snyder III, Dallas	1982
Mr. Sterling W. Steves, Fort Worth	1980
Mrs. Theodore H. Strauss, Dallas	1980
**Mrs. Roger C. Sullivan, Dallas	1982
Dr. Gordon K. Teal, Dallas	1981

Mrs. Larry E. Temple, Austin	1980
Mr. Sam P. Woodson, Jr., Fort Worth	1980
Mrs. James C. Wynne, Jr., Tyler	1980
Mr. James H. Young, Corpus Christi	1981

College of Business Administration Foundation Advisory Council.--Authorized Membership 35:

	<u>Term Expires</u>
Mr. Sam Barshop, San Antonio	1980
Mr. James L. Bayless, Dallas	1981
**Mr. Aubrey C. Black, Dallas	1982
**Mr. Jack S. Blanton, Houston	1982
**Mr. Karl T. Butz, Jr., Dallas	1982
Mr. Edwin M. Gale, Beaumont	1980
Mr. Robert W. Goodman, Jr., Houston	1980
Mr. James B. Goodson, Dallas	1981
Mr. H. B. (Hank) Harkins, Alice	1980
Mr. William D. Hawkins, Houston	1981
Mr. Clyde Johnson, Jr., San Antonio	1981
**Mr. William J. Kaplan, St. Louis, Missouri	1982
*Mr. Herbert D. Kelleher, San Antonio	1982
Mr. William D. Kennedy, Midland	1980
*Mr. Alex H. Massad, New York, New York	1980
**Mr. Fred H. Moore, Austin	1982
Mr. Sheldon I. Oster, Houston	1981
Mr. Robert Parker, Houston	1980
Mrs. Anne Phillips, Frisco	1981
**Mr. James H. Polk III, El Paso	1982
Mr. Richard C. Seaver, Los Angeles, California	1981
Mr. Rex A. Sebastian, Dallas	1981
Mr. Ralph Spence, Tyler	1981
Mr. Theodore H. Strauss, Dallas	1981
Mr. Daniel B. Stuart, Dallas	1980
Mr. C. C. (Pete) Sublett, Houston	1980
Mr. Jack G. Taylor, Austin	1980
Mr. Jere W. Thompson, Dallas	1980
Mr. Ralph E. Velasco, Jr., San Antonio	1981
Mr. C. S. Wallace, Jr., Houston	1981
Mr. W. Duke Walser, Houston	1981
Mr. George S. Watson, Dallas	1981
**Mr. James L. Whitcomb, Houston	1982
Mr. Michael B. Wisenbaker, Midland	1980
Mrs. Bonita Granville Wrather, Los Angeles, California	1981

College of Communication Foundation Advisory Council.--Authorized Membership 25:

	<u>Term Expires</u>
Mr. Pat M. Baskin, Midland	1980
Mr. William E. Berger, Austin	1980
Paul Burns, M.D., Austin	1980
Dr. Elizabeth Carrow-Woolfolk, Houston	1981
*Mr. Don E. Carter, Miami, Florida	1982
Mr. George Christian, Austin	1980
Mr. Rush K. Evans, Jr., Austin	1981
Mr. Jim Fain, Austin	1981
Mr. Bill R. Jones, Dallas	1981
Mr. John T. Jones, Jr., Houston	1981
Mr. Roderick K. Keitz, Dallas	1980
Mr. Robert G. Marbut, San Antonio	1980
**Mr. Wendell Mayes, Jr., Austin	1982
**Mr. Thomas R. McCarten, Dallas	1982
Mr. Al M. Natkin, New York, New York	1980
Mr. Sam W. Papert, Jr., Dallas	1981
*Dr. Darrell T. Piersol (Ph.D.), Armonk, New York	1981

*Mr. Robert E. Pulver, Stamford, Connecticut	1982
*Mr. Texas E. Schramm, Dallas	1982
Mr. Wayne C. Sellers, Palestine	1981
*Mr. William H. Shepard, Pittsburgh, Pennsylvania	1982
Mr. Tom J. Simmons, Dallas	1981
*Mr. J. D. Wrather, Jr., Beverly Hills, California	1982
Unfilled Term	1982
Unfilled Term	1982

College of Education Foundation Advisory Council.
--Authorized Membership 14:

	<u>Term Expires</u>
Mr. Ralph A. Anderson, Jr., Houston	1981
*Mr. William H. Bingham, Austin	1981
Dr. C. C. Colvert, Austin	1981
Mr. Richard A. Haberman, Austin	1981
Mr. M. K. Hage, Jr., Austin	1981
Mrs. Ralph Hanna, Austin	1981
Mr. Raymond A. Lee, Austin	1981
*Dr. Albert B. Martin (Ph.D.), Amarillo	1980
Mrs. Hazel Jane Clements Monday, Huntsville	1981
Mrs. Sybil Seidel, Dallas	1981
Dr. Gordon K. Teal, Dallas	1981
*Dr. Jerome F. Weynand (Ph.D.), San Antonio	1980
Mrs. Robert Wilkes, Austin	1981
Unfilled Term	1981

College of Engineering Foundation Advisory Council.
--Authorized Membership 35:

	<u>Term Expires</u>
Mr. Fred P. Bergeron, Rockdale	1980
**Mr. Perry G. Brittain, Dallas	1982
Mr. Horace T. Chilton, Jr., Atlanta, Georgia	1980
Mr. A. R. Dudley, Houston	1981
Mr. John H. Duncan, Houston	1981
*Mr. Thomas J. Feehan, Houston	1982
Mr. John T. Files, Houston	1981
*Mr. J. J. Forese, Armonk, New York	1982
*Dr. L. R. Hellwig (Ph.D.), Tulsa, Oklahoma	1982
Mr. Everett Jacob, Houston	1980
**Mr. John V. James, Dallas	1982
*Mr. George F. Kirby, Houston	1982
Mr. Curtis M. Klaerner, San Antonio	1981
Mr. B. J. Lancaster, Dallas	1980
Mr. James R. Lesch, Houston	1980
Mr. William F. Martin, Bartlesville, Oklahoma	1981
Dr. Edward A. Mason, Chicago, Illinois	1981
Mr. R. W. McKinney, Nacogdoches	1981
**Mr. Paul D. Meek, Dallas	1982
Mr. Robert L. Mitchell, New York, New York	1980
Mr. R. J. O'Brien, Houston	1980
Mr. E. L. Paramore, Dallas	1980
*Mr. Lewis A. Ramsey, Houston	1982
Mr. F. E. Reese, St. Louis, Missouri	1980
Mr. C. A. Rundell, Jr., Dallas	1981
Mr. W. T. Slick, Jr., Houston	1980
**Mr. J. C. Vander Woude, Longview	1982
Mr. J. C. Walter, Jr., Houston	1980
Dr. T. S. Webb, Fort Worth	1981
Mr. Robert L. White, Arcadia, California	1981
Mr. D. L. Wiley, New York, New York	1981

Mr. M. A. Wright, Houston	1981
Mr. R. Earle Wright, Houston	1980
Mr. Everett B. Yelton, Jr., Wilmington, Delaware	1980

Unfilled Term	1982
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College of Fine Arts Foundation Advisory Council.
--Authorized Membership 30:

	<u>Term Expires</u>
**Mrs. Thomas D. Anderson, Houston	1982
Mrs. Elizabeth B. Blake, Dallas	1981
**Mrs. Phil Bolin, Wichita Falls	1982
Mrs. Marietta Moody Brooks, Austin	1980
Miss Laura Carpenter, Dallas	1981
*Mrs. Betty Bivins Childers, Amarillo	1981
Mr. Charles D. Clark, McAllen	1981
Mrs. Fred Thomson Couper, Jr., Houston	1980
Mrs. B. W. Crain, Jr., Longview	1980
Mrs. Trammell Crow, Dallas	1980
Miss Nina Cullinan, Houston	1980
Mr. Bob R. Dorsey, Houston	1981
Mrs. John C. Duncan, New York, New York	1981
Mrs. Walter Foxworth, Dallas	1981
Mrs. W. St. John Garwood, Austin	1981
Dr. George S. Heyer, Jr., Austin	1981
Miss Ann H. Holmes, Houston	1981
**Mrs. Janet Jessen, Austin	1982
Mrs. Amy Freeman Lee, San Antonio	1980
*Mr. Meredith J. Long, Houston	1981
Mrs. Eugene McDermott, Dallas	1980
Mrs. Alexander J. Oppenheimer, San Antonio	1981
Mr. Francis Prinz, Fort Worth	1981
**Mrs. D. J. Sibley, Jr., Austin	1982
Mr. J. I. Staley, Wichita Falls	1981
**Mr. Robert D. Straus, Houston	1982
**Mr. Robert L. Tobin, San Antonio	1982
**Mr. Marshall F. Wells, Houston	1982
Mrs. Wallace S. Wilson, Houston	1981

Unfilled Term	1982
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Geology Foundation Advisory Council.
--Authorized Membership 36:

	<u>Term Expires</u>
**Mr. Charles W. Alcorn, Jr., Victoria	1982
Mr. Eugene L. Ames, Jr., San Antonio	1980
Mr. Thomas D. Barrow, New York, New York	1981
Mr. John F. Bookout, Houston	1981
**Mr. Don R. Boyd, Corpus Christi	1982
**Mr. W. Henry Cardwell, Houston	1982
Mr. J. Ben Carsey, Houston	1981
**Mr. W. Kenley Clark, Houston	1980
Mr. L. Decker Dawson, Midland	1980
**Mr. Rodger E. Denison, Dallas	1982
**Mr. George A. Donnelly, Jr., Midland	1982
Mr. James H. Frasher, Houston	1981
Dr. George R. Gibson, Midland	1980
Mr. William E. Gipson, Houston	1981
Mr. John A. Jackson, Dallas	1980
*Mr. J. Donald Langston, Houston	1982
Mr. Jack K. Larsen, Amarillo	1981
Mr. Ken G. Martin, Metairie, Louisiana	1980
Mr. Holland C. McCarver, Houston	1980
*Mr. Harry A. Miller, Jr., Midland	1982

Mr. James R. Moffett, Metairie, Louisiana	1981
Mr. Joseph F. Moss, Lafayette, Louisiana	1980
Mr. Fred L. Oliver, Dallas	1980
Mr. Scott Petty, Jr., San Antonio	1981
*Mr. Jack Phillips, Houston	1982
**Mr. W. F. Reynolds, Wichita Falls	1982
*Mr. George W. Schneider, Jr., Lafayette, Louisiana	1982
*Mr. Tom Schneider, Eagle Pass	1982
*Mr. F. Augustus Seamans, Houston	1982
Mr. William T. Stokes, Dallas	1981
Mr. Edd R. Turner, Houston	1980
Mr. Edwin Van den Bark, Bartlesville, Oklahoma	1980
Mr. Jack D. Wallner, Houston	1981
Mr. Joseph C. Walter, Jr., Houston	1981
**Mr. Phillip E. Wyche, Houston	1982
Unfilled Term	1982

Graduate School Foundation Advisory Council.

--This advisory council was approved by the Board of Regents on March 26, 1976 and nominees to membership have not yet been submitted for regental approval.

Graduate School of Library Science Foundation Advisory Council.--Authorized Membership 9:

	<u>Term Expires</u>
Mrs. Phyllis S. Burson, Corpus Christi	1980
*Mr. John P. Commons, Duarte, California	1982
Dr. Robert R. Douglass, Austin	1981
Mr. David M. Henington, Houston	1980
Dr. Dorman H. Winfrey, Austin	1980
Unfilled Term	1981
Unfilled Term	1981
Unfilled Term	1982
Unfilled Term	1982

Pharmaceutical Foundation Advisory Council.

--Authorized Membership 25:

	<u>Term Expires</u>
Mr. Harlus F. Barber, Laredo	1980
*Mr. Henry Cade, Deerfield, Illinois	1982
**Mr. William C. Conner, Fort Worth	1982
**Mr. Joe R. DeLeon, Jr., Corpus Christi	1982
Mr. Almer C. Engle, Jr., Houston	1981
Mr. Ben Mike Ethridge, San Antonio	1981
**Mr. Ron Gieser, Burleson	1982
Mr. Robert A. Gude, Fort Worth	1980
Mr. Lonnie F. Hollingsworth, Lubbock	1980
Mr. William Arlyn Kloesel, Austin	1981
*Mr. Alfred A. Mannino, Kansas City, Missouri	1982
Mrs. William L. Pipkin, Bryan	1981
*Mr. Bill C. Pittman, Amarillo	1982
**Mr. Glenn Smith, Waco	1982
Mr. C. R. Sublett, Dallas	1980
Mr. Durwood Swanger, Texarkana	1981
Mr. Daniel Bert Thomas, Irving	1981
Mr. Paul F. Trantham, Sr., Fort Worth	1980
**Mr. J. Adan Trevino, Houston	1982
**Mr. Tim L. Vordenbaumen, Sr., San Antonio	1982
**Mr. Eugene L. Vykukal, Dallas	1982
**Mr. Neill B. Walsdorf, San Antonio	1982
Mr. William R. Whitten, Port Aransas	1980
Mr. Lonnie J. Yarbrough, Denton	1980
Mr. Michael Zagorac, Jr., Clearwater, Florida	1981

School of Social Work Foundation Advisory Council.

--Authorized Membership 21:

	<u>Term Expires</u>
*Mrs. Robert M. Ayres, San Antonio	1982
Mr. Tom Backus, Austin	1980
Mr. Ernest M. Briones, Corpus Christi	1980
**Mr. John L. Cardenas, San Antonio	1982
*Mr. Jerome Chapman, Austin	1981
**Mrs. Jim Fain, Austin	1982
Dr. Wayne H. Holtzman, Austin	1980
**Mr. Glendon Johnson, Galveston	1980
*John J. Kavanagh, M.D., Austin	1982
Mr. Jacob H. Kravitz, Dallas	1981
**Mrs. Margaret H. Magness, Austin	1982
**Mr. James J. Miller, Austin	1982
Mrs. Carole A. Pinkett, Baton Rouge, Louisiana	1980
Mr. Leon Rabin, Dallas	1981
Mr. Victor W. Ravel, Austin	1980
Mr. Phil Dowell Strickland, Dallas	1981
**Mr. A. Fred Swearingen, Corpus Christi	1982
Mrs. Jack Rice Turner, Corpus Christi	1981
Dr. Carolyn Dixon Wells, Houston	1981
Mr. Larry Farish York, Houston	1981
Unfilled Term	1982

McDonald Observatory Advisory Council.

--Authorized Membership 29:

	<u>Term Expires</u>
*Dr. Willis A. Adcock (Ph.D.), Dallas	1981
Mr. Morris Atlas, McAllen	1981
**Mr. Rex G. Baker, Jr., Sugar Land	1982
Dr. Roland K. Blumberg, Seguin	1980
H. F. Connally, Jr., M.D., San Antonio	1980
Mr. John W. Cox, La Jolla, California	1981
Mr. S. T. Harris, Dallas	1980
Mr. Houston H. Harte, San Antonio	1981
**Mr. Jack S. Josey, Houston	1982
**Mr. James J. Kaster, Austin	1982
Mr. Marion T. Key, Lubbock	1980
Mr. Joe J. King, Houston	1980
Mr. Chris Lacy, Alpine	1981
Mr. Wales H. Madden, Jr., Amarillo	1980
Mr. R. W. McKinney, Nacogdoches	1980
Mr. Robert W. Olson, Dallas	1981
*Ms. Mary Polk, El Paso	1981
Mr. Peter J. Rempe, El Paso	1980
Mr. Thomas E. Rodman, Odessa	1981
Mr. W. E. Snelson, Midland	1980
Mr. Walter G. Sterling, Houston	1981
**Mr. C. H. Taylor, Houston	1982
**Mr. Curtis T. Vaughan, San Antonio	1982
Mr. Josiah Wheat, Woodville	1980
Mr. John Wildenthal, Houston	1980
Mr. Sam T. Yanagisawa, Garland	1981
Unfilled Term	1981
Unfilled Term	1981
Unfilled Term	1982

School of Nursing Advisory Council.

--Authorized Membership 15:

	<u>Term Expires</u>
**Mr. Cleve Bachman, Beaumont	1982

James C. Cain, M.D., Rochester, Minnesota	1981
**Mrs. Joe Christie, Austin	1982
**Mrs. J. E. Connally, Abilene	1982
Armando Cuellar, M.D., Weslaco	1981
Mr. David T. Davenport, Austin	1980
Max E. Johnson, M.D., San Antonio	1980
Mrs. Patrick J. Nugent, Austin	1981
**Mrs. John R. Rainey, Jr., Austin	1982
Mr. Thomas M. Reavley, Austin	1980
Mr. Louis F. Shanks, Austin	1981
Mr. Earl E. Walker, Shrewsbury, Missouri	1980
*Mrs. Horace E. Wilson, Amarillo	1981
Unfilled Term	1980
Unfilled Term	1982

Marine Science Institute Advisory Council.
--Authorized Membership 35:

	<u>Term Expires</u>
Mrs. John B. Armstrong, Kingsville	1980
Mr. Perry R. Bass, Fort Worth	1980
Mr. William H. Bauer, La Ward	1981
**Mr. Albert M. Biedenharn, Jr., San Antonio	1982
**Mr. Cecil E. Burney, Corpus Christi	1982
Mr. Charles C. Butt, Corpus Christi	1981
Mr. Louis Castelli, Dallas	1980
Mr. James H. Clement, Kingsville	1981
Mr. Leroy G. Denman, San Antonio	1980
**Mr. Robert M. Duffey, Jr., Brownsville	1982
Mrs. Jane C. Flato, Corpus Christi	1981
**Mr. Hugh Halff, Jr., San Antonio	1982
Mr. Edward H. Harte, Corpus Christi	1980
**Mr. Hayden W. Head, Corpus Christi	1982
Mr. George C. Hixon, San Antonio	1980
Mr. John C. Holmgreen, San Antonio	1980
**Mr. D. Michael Hughes, Santa Barbara, California	1982
**Mrs. Lyndon B. Johnson, Stonewall	1982
Mr. Richard P. Keeton, Houston	1980
Mr. Harris L. Kempner, Jr., Galveston	1981
Mrs. Walter W. McAllister, Jr., San Antonio	1980
Mr. Frank W. McBee, Austin	1980
Mr. William Negley, San Antonio	1981
Mr. V. F. Neuhaus, McAllen	1981
Mr. A. Chauncey Newlin, New York, New York	1981
Mr. Arthur A. Seeligson, San Antonio	1980
Mr. James C. Storm, Corpus Christi	1981
Mr. Ben F. Vaughan, Jr., Corpus Christi	1981
Mr. Don E. Weber, Corpus Christi	1980
**Mr. M. Harvey Weil, Corpus Christi	1982
Mr. Gale White, Weimar	1981
**Mr. Charles A. Worthen, Galveston	1982
Unfilled Term	1982
Unfilled Term	1982
Unfilled Term	1982

3. The University of Texas at Dallas

Development Board.--Authorized Membership 25:

	<u>Term Expires</u>
Mr. J. Fred Bucy, Dallas	1981
**Mr. Clifton W. Cassidy, Jr., Richardson	1982
Dr. Andrew R. Cecil, Richardson	1981
Mr. A. Earl Cullum, Jr., Dallas	1980

**Mr. Robert W. Decherd, Dallas	1982
**Mr. Sol Goodell, Dallas	1982
Mr. James B. Goodson, Dallas	1981
Mr. Morris Hite, Dallas	1981
Mr. Jack B. Jackson, Richardson	1980
Mr. George W. Jalonick IV, Dallas	1980
*Mr. Rex Jobe, Dallas	1982
**Mr. Gifford K. Johnson, Dallas	1982
Mr. Philip R. Jonsson, Dallas	1981
Mr. Jack B. Krueger, Dallas	1980
Mrs. William W. Lynch, Dallas	1981
**Mr. Richard K. Marks, Dallas	1982
Mr. Mark Martin, Dallas	1981
Mr. Mike A. Myers, Dallas	1980
Mrs. Theodore H. Strauss, Dallas	1980
Mr. Thomas M. Sullivan, Dallas	1981
Mr. Jere W. Thompson, Dallas	1980
**Mr. C. J. Thomsen, Dallas	1982
Mr. Warren G. Woodward, Dallas	1980
Unfilled Term	1980
Unfilled Term	1982

Advisory Council for the School of Management and Administration.--Authorized Membership 25:

	<u>Term Expires</u>
*Mr. Harry B. Bartley, Dallas	1982
Mr. Ernest T. Baughman, Dallas	1981
Mr. James G. Blanchette, Jr., Dallas	1980
**Mr. Robert W. Cannon, Dallas	1982
**Mr. John J. Casey, Dallas	1982
Mr. James A. Clark, Dallas	1980
**Mr. William E. Cooper, Dallas	1982
Mr. John F. Eulich, Dallas	1980
**Mr. Jerry Farrington, Dallas	1982
**Mr. Thomas C. Hayman, Dallas	1982
*Mr. Thomas Howard, Dallas	1981
Mr. Norman B. Keider, Lake Forest, Illinois	1981
Mr. James B. Lendrum, Dallas	1981
Dr. Kal A. Lifson, Dallas	1980
Miss Mary McDermott, Dallas	1980
**Mr. Raymond D. Nasher, Dallas	1982
Mr. Jay R. Reese, Dallas	1981
Mr. Frank A. Rossi, Dallas	1980
Mr. William H. Seay, Dallas	1981
Mr. Rex A. Sebastian, Dallas	1981
Mr. George W. Sullivan, Nashville, Tennessee	1980
Mr. James R. Voisinet, Dallas	1981
Mr. C. Lee Walton, Jr., Dallas	1981
Unfilled Term	1980
Unfilled Term	1982

Advisory Council for the Callier Center for Communication Disorders.--Authorized Membership 26:

	<u>Term Expires</u>
Dr. Willis Adcock, Dallas	1980
**Mrs. George V. Charlton, Dallas	1982
Mrs. A. Earl Cullum, Jr., Dallas	1981
Mr. Robert B. Cullum, Dallas	1981
Dr. Milton K. Curry, Jr., Dallas	1980
Mr. Joe M. Dealey, Dallas	1981
Mrs. Robert E. Dennard, Dallas	1981
Mr. Lee Fikes, Dallas	1981
Mr. Gerald Fronterhouse, Dallas	1981

**Mr. Jay Goltz, Dallas	1982
**Miss Nelle Johnston, Dallas	1982
Mr. Erik Jonsson, Dallas	1980
Mr. Ben A. Lipsky, Dallas	1981
Dr. Aris A. Mallas, Jr., Austin	1980
**Dr. Walter Rosenblith, Cambridge, Massachusetts	1982
**Mr. Herbert G. Schiff, Dallas	1982
Dr. Frederick Seitz, New York, New York	1981
**Mr. Harry A. Shuford, Dallas	1982
Mr. Pat Y. Spillman, Dallas	1980
Mr. C. A. Tatum, Jr., Dallas	1981
**Mr. Carl J. Thomsen, Dallas	1982
Mr. R. L. Thornton, Jr., Dallas	1981
Mrs. John Howard Rauscher, Jr., Dallas	1981
Unfilled Term	1981
Unfilled Term	1982
Unfilled Term	1982

Advisory Council for the School of General Studies.
--Authorized Membership 25:

	<u>Term Expires</u>
Ms. Anne Blocker, Dallas	1980
**Mr. Sam Bloom, Dallas	1982
*Ms. Beverly Laughlin Brooks, Dallas	1982
Mr. Carlyle H. Chapman, Jr., Dallas	1981
Mr. Clyde Clark, Dallas	1980
*Mr. Joe M. Dealey, Jr., Dallas	1981
Mr. Roy E. Dulak, Dallas	1980
*Mr. Jerry Gray, Richardson	1982
*Mrs. Ralph B. Greenlee, Jr., Dallas	1982
Mr. Kenneth P. Johnson, Dallas	1980
Mr. David Kaplan, Richardson	1980
Reverend W. B. J. Martin, Dallas	1980
**Mrs. Mamie McKnight, Dallas	1982
Mr. Edward J. Pfister, Dallas	1981
Mr. Ernest H. Randall, Jr., Richardson	1980
**Mrs. Martha Ritter, Richardson	1982
Mrs. Morton H. Sanger, Dallas	1981
Reverend Louis Saunders, Dallas	1980
Mr. Al Stillman, Dallas	1981
Miss Rhobia Taylor, Dallas	1981
*Ms. Carolyn Tobian, Dallas	1981
Mrs. Julius Wolfram, Dallas	1980
Mr. Hector Zamorano, Dallas	1981
Unfilled Term	1982
Unfilled Term	1982

Advisory Council for the School of Arts and
Humanities.--Authorized Membership 25:

	<u>Term Expires</u>
Mr. Jac Alder, Dallas	1980
*Mr. Charles A. Angel, Jr., Dallas	1982
Mrs. Alfred Bromberg, Dallas	1981
Mr. Vincent A. Carrozza, Dallas	1981
Mrs. James B. Francis, Dallas	1981
Mrs. Robert Glazer, Dallas	1981
Mr. A. C. Greene, Dallas	1980
Mr. Lloyd H. Haldeman, Dallas	1981
**Mr. Jerry Lee Holmes, Dallas	1982
Mr. S. Roger Horchow, Dallas	1980
Mrs. William Jagoda, Dallas	1981
Mrs. Bartram Kelley, Dallas	1981

**Mr. Milton P. Levy, Jr., Irving	1982
Mrs. Edward Marcus, Dallas	1981
**Mr. Harry S. Parker III, Dallas	1982
*Mr. Mike Shapiro, Dallas	1980
Ms. Janet Spencer, Dallas	1980
**Mrs. Theodore H. Strauss, Dallas	1982
Mr. Henry Taylor, Dallas	1980
**Mr. Liener Temerlin, Dallas	1982
Mr. Lon Tinkle, Dallas	1980
**Mr. Jerrold M. Trim, Dallas	1982
**Mr. J. T. Whatley, Dallas	1982
Mr. Addison Wilson III, Dallas	1980
Mr. Robert A. Wilson, Dallas	1981

Advisory Council for the School of Social Sciences.
--Authorized Membership 25:

	<u>Term Expires</u>
*Mr. Richard J. Agnich, Dallas	1981
*Mr. Art Busch, Dallas	1981
*Mr. Karl Butz, Dallas	1982
*Mr. David J. Chase, Dallas	1982
*Ms. Betty Jo Christian, Washington, D. C.	1980
*Ms. Lee Clark, Dallas	1980
*Mr. William Crier, Plano	1982
*Mr. Al Erwin, Austin	1980
*Mr. David Fox, Carrollton	1981
*Mr. F. B. Goldman, Dallas	1982
*Mr. Lee Guittar, Dallas	1981
*Mr. Peter House, Washington, D. C.	1980
*Ms. Kay Bailey Hutchison, Dallas	1981
*Ms. Eddie Bernice Johnson, Dallas	1982
*Mr. Rodger Meier, Dallas	1980
*Mr. Rodger Mitchell, Richardson	1982
*Charles B. Mullins, M.D., Dallas	1980
*Mr. George Schrader, Dallas	1981
*Mr. Richard F. Smith, Dallas	1980
*Mr. Theodore H. Strauss, Dallas	1981
*Mr. Garry A. Weber, Dallas	1982
Unfilled Term	1980
Unfilled Term	1981
Unfilled Term	1982
Unfilled Term	1982

4. The University of Texas at El Paso

Development Board.--Authorized Membership 25:

	<u>Term Expires</u>
Eugenio A. Aguilar, D.D.S., El Paso	1980
**Mr. Richard N. Azar, El Paso	1982
**Mr. Marion S. Bell, El Paso	1982
Mr. Julian Bernat, El Paso	1981
**Gordon L. Black, M.D., El Paso	1982
Mr. H. M. Daugherty, Jr., El Paso	1981
Mr. Charles H. Foster, El Paso	1980
Mr. Hugh K. Frederick, Jr., El Paso	1981
Mr. Arthur L. Gonzales, El Paso	1981
**Mr. Robert E. Goodman, El Paso	1982
**Mrs. Robert F. Haynsworth, El Paso	1982
**Mr. Robert C. Heasley, El Paso	1982
**Mr. Fred Hervey, El Paso	1982
Mr. Ted Karam, El Paso	1981
Mr. Dennis H. Lane, El Paso	1980
Mr. C. H. Leavell, El Paso	1980
Mr. George G. Matkin, El Paso	1980

**Mr. Louis B. McKee, El Paso	1982
**Mr. L. A. Miller, El Paso	1982
Mr. W. H. Orme-Johnson, Jr., El Paso	1980
*Mr. Jim R. Phillips, El Paso	1982
Mr. Jose G. Santos, El Paso	1980
Mr. Edward F. Schwartz, El Paso	1980
**Mr. Tad R. Smith, El Paso	1982
Mr. Sam D. Young, Jr., El Paso	1981

5. The University of Texas of the Permian Basin

Development Board.--Authorized Membership 25:

	<u>Term Expires</u>
Mr. H. Eugene Abbott, Midland	1981
Mr. William B. Blakemore II, Midland	1980
**Mr. Claude W. Brown, McCamey	1982
**Mr. Ignacio Cisneros, Odessa	1982
Mr. John A. Currie, Big Spring	1981
Mr. J. Conrad Dunagan, Monahans	1980
Mr. Mel Z. Gilbert, Snyder	1981
**Mr. Ray F. Herndon, Jr., Midland	1982
*Mr. John J. Ingram, Midland	1982
Mr. W. D. Noel, Odessa	1981
Mr. Herschel O'Kelley, Odessa	1981
**Mr. Charles R. Perry, Odessa	1982
Mr. Joe Pickle, Big Spring	1981
Mr. James Roberts, Andrews	1981
Mr. Louis Rochester, Odessa	1980
**Mr. W. F. Roden, Midland	1982
Mr. E. M. Schur, Odessa	1980
Mrs. Richard C. Slack, Pecos	1980
Mr. Johnny R. Warren, Midland	1980
Mrs. Philip R. Zeeck, Odessa	1981

5 Unfilled Terms (Terms to be determined as filled)

6. The University of Texas at San Antonio

Development Board.--Authorized Membership 25:

	<u>Term Expires</u>
**Mr. Glenn Biggs, San Antonio	1982
**Dr. Roland K. Blumberg, Seguin	1982
Mrs. Lutcher Brown, San Antonio	1980
**Mr. Richard W. Calvert, San Antonio	1982
Mr. Hugh K. Foster, San Antonio	1980
**Mr. Gordon N. George, San Antonio	1982
Mr. Houston H. Harte, San Antonio	1980
Mr. James H. Helland, San Antonio	1981
Mrs. B. K. Johnson, San Antonio and La Pryor	1980
**Mr. Charles A. Kuper, Sr., San Antonio	1982
**Mr. Quincy Lee, San Antonio	1982
Mr. Bernard L. Lifshutz, San Antonio	1980
*Mrs. Walter W. McAllister, Jr., San Antonio	1981
*Mr. B. J. "Red" McCombs, San Antonio	1980
Gen. Robert F. McDermott, San Antonio	1980
**Mr. Lewis J. Moorman, Jr., San Antonio	1982
Mr. Harold E. O'Kelley, San Antonio	1981
Mr. Jesse H. Oppenheimer, San Antonio	1981
**Mr. Scott Petty, Jr., San Antonio	1982
Mr. C. Linden Sledge, San Antonio	1980
Mr. John T. Steen, San Antonio	1981
Mr. Curtis Vaughan, Jr., San Antonio	1981
*William C. Winter, M.D., San Antonio	1981
*Mrs. Irene Wischer, San Antonio	1981
Unfilled Term	1981

College of Business Advisory Council.
--Authorized Membership 25:

	<u>Term Expires</u>
Mr. Stevenson Atherton, San Antonio	1981
**Mr. Jesse A. Baker, San Antonio	1982
Mr. Fred W. Burtner, San Antonio	1981
Mr. John L. Cardenas, San Antonio	1981
Mr. William G. Conway, San Antonio	1981
**Col. Victor J. Ferrari, San Antonio	1982
**Dr. Lyman R. Fink, San Antonio	1982
Mrs. Katherine N. Folbre, San Antonio	1980
**Mr. Gordon N. George, San Antonio	1982
Mr. George F. Golder, San Antonio	1980
**Mr. Alex H. Halff, San Antonio	1982
Mr. James L. Hayne, San Antonio	1981
*Mr. John R. Kittrell, San Antonio	1982
Mr. Marvin M. Kline, San Antonio	1980
Mr. Quincy Lee, San Antonio	1980
**Mr. Steven Q. Lee, San Antonio	1982
Mr. Byron L. LeFlore, San Antonio	1980
Mr. Harold E. O'Kelley, San Antonio	1980
Mr. Juan J. Patlan, San Antonio	1981
**Mr. James C. Phelps, San Antonio	1982
*Mr. Thomas J. Pierce, Corpus Christi	1982
Gen. John W. Roberts, (Ret.), San Antonio	1980
**Mr. Robert H. Seal, San Antonio	1982
Mr. C. Linden Sledge, San Antonio	1980

Unfilled Term 1982

7. The University of Texas
Health Science Center at Dallas

Development Board.--The Southwestern Medical Foundation serves in this capacity. The nominees are not subject to regental approval.

8. The University of Texas
Medical Branch at Galveston

Development Board.--Authorized Membership 40:

	<u>Term Expires</u>
*W. Tom Arnold, M.D., Houston	1980
George P. Bachman, M.D., Seguin	1980
Mrs. William H. Bauer, La Ward	1980
**George Valter Brindley, Jr., M.D., Temple	1982
*Honorable Edward Clark, Austin	1982
H. Frank Connally, Jr., M.D., San Antonio	1981
Kleberg Eckhardt, M.D., Corpus Christi	1980
O. Edward Egbert, Jr., M.D., El Paso	1980
Mr. Lawrence E. Ethridge, Jr., Corpus Christi	1980
McIver Furman, M.D., Corpus Christi	1981
*Mr. Edwin M. Gale, Beaumont	1980
Carlos D. Godinez, M.D., McAllen	1980
Miss Marie Hall, Big Spring	1981
Walter F. Hasskarl, M.D., Brenham	1980
**Jesse B. Heath, M.D., Madisonville	1982
Mr. Sealy Hutchings, Jr., Galveston	1981
Mr. Harris Kempner, Galveston	1980
Thomas D. Kirksey, M.D., Austin	1981
*Donald R. Lewis, M.D., Paris	1982
**David McMahan, Jr., M.D., San Antonio	1982
Thomas M. McMillan, M.D., Honolulu, Hawaii	1980
Mr. A. G. McNeese, Jr., Houston	1980
David C. Miesch, M.D., Paris	1980

Mr. Ballinger Mills, Galveston	1980
Mr. W. L. Moody IV, Galveston	1980
**Sam Nixon, Jr., M.D., Houston	1982
**C. M. Phillips, M.D., Levelland	1982
Mario E. Ramirez, M.D., Roma	1981
Mrs. Edward Randall, Jr., Galveston	1981
Harvey Renger, M.D., Hallettsville	1981
Raleigh R. Ross, M.D., Austin	1980
William Seybold, M.D., Houston	1980
**Mr. Preston Shirley, Galveston	1982
Mr. James C. Storm, Corpus Christi	1980
**Courtney M. Townsend, M.D., Paris	1982
Jim M. Vaughn, M.D., Tyler	1981
Mr. Carmage Walls, Houston	1980
**Mr. John M. Winterbotham, Houston	1982
Mr. Sam P. Woodson, Jr., Fort Worth	1980
Unfilled Term	1980

9. The University of Texas
Health Science Center at Houston

Development Board.--Authorized Membership 53:

	<u>Term Expires</u>
Mr. Leslie L. Appelt, Houston	1980
Mr. Evans Attwell, Houston	1981
Mr. Harry G. Austin, Houston	1981
**Mr. William K. Bruce, Houston	1982
**Mr. Hugh Q. Buck, Houston	1982
Mr. John Cater, Houston	1980
**Mrs. John S. Chase, Houston	1982
**Mr. Joseph S. Cullinan II, Houston	1982
Mr. Jack Currie, Houston	1980
**Mr. Robert P. Doherty, Jr., Houston	1982
Mr. John H. Duncan, Houston	1981
Mr. Kraft W. Eidman, Houston	1981
Mr. Kenneth Fellows, Houston	1981
Mr. W. N. Finnegan III, Houston	1981
Mr. Joe F. Flack, Houston	1981
Mr. A. J. Gallerano, Houston	1980
Mr. Robert G. Greer, Houston	1981
**Mr. William C. Harvin, Houston	1982
Mr. Wayne Hightower, Houston	1981
Mr. Collins Hill, Jr., Houston	1980
Mr. John B. Holmes, Jr., Houston	1981
Mr. Frank P. Horlock, Houston	1980
Mr. John T. Jones, Jr., Houston	1980
Mr. Jack S. Josey, Houston	1981
Mrs. Mavis Kelsey, Houston	1981
Mr. Allan C. King, Houston	1980
**Mr. George F. Kirby, Houston	1982
Mr. Earl B. Loggins, Houston	1981
Mr. Ben Love, Houston	1980
Mr. John L. McConn, Jr., Houston	1981
Mrs. A. G. McNeese, Jr., Houston	1980
**Mr. Robert Parker, Houston	1982
Mr. Ed Randall III, Houston	1981
**Mr. Theodore C. Rogers, Houston	1982
Mr. Pat R. Rutherford, Jr., Houston	1981
**Mr. Robert A. Shepherd, Jr., Houston	1982
Mrs. W. R. (Randy) Smith, Houston	1980
Mr. Robert Stewart, Jr., Houston	1980
**Mr. Raybourne Thompson, Sr., Houston	1982
**Mrs. Felix Tijerina, Houston	1982
**Mrs. Jack T. Trotter, Houston	1982
**Mr. Neal O. Wade, Jr., Houston	1982
**Mr. Jack Weingarten, Houston	1982

Mrs. Bernice Weingarten Welch, Houston	1980
Mr. William M. Wheless III, Houston	1980
Mr. Gail Whitcomb, Houston	1981
Mr. Gene M. Woodfin, Houston	1980
Mrs. Gus S. Wortham, Houston	1980

President Roger J. Bulger, Houston	No Fixed Term
Vice President for Administration and Finance, Mr. John P. Porretto	No Fixed Term

Unfilled Term	1980
Unfilled Term	1982
Unfilled Term	1982

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

Development Board.--Authorized Membership 25:

	<u>Term Expires</u>
*Mr. Glenn Biggs, San Antonio	1980
*Mrs. Roland K. (Jane) Blumberg, Seguin	1982
*Mr. Tom Frost, Jr., San Antonio	1981
*Mr. C. C. Gunn, Sr., San Antonio	1982
*Mr. G. (Jim) Hasslocher, San Antonio	1980
*John J. Hinchey, M.D., San Antonio	1981
*Mr. Louis J. Kocurek, San Antonio	1981
*Mrs. Helen Tribble Mays, San Antonio	1982
*Asher R. McComb, M.D., San Antonio	1982
*Mr. John E. Newman, San Antonio	1981
*Mr. Jesse H. Oppenheimer, San Antonio	1981
*Mr. Charles G. Orsinger, San Antonio	1982
*Mrs. John (Ruby) Peace, San Antonio	1980
*Mr. Robert H. Seal, San Antonio	1980
*John M. Smith, Jr., M.D., San Antonio	1982
*Reeves L. Smith, D.D.S., San Antonio	1982
*Mrs. John (Nell) Steen, San Antonio	1980
*Mr. Edgar Von Scheele, San Antonio	1981
*Mr. H. B. Zachry, San Antonio	1980
Unfilled Term	1980
Unfilled Term	1980
Unfilled Term	1981
Unfilled Term	1981
Unfilled Term	1982
Unfilled Term	1982

These nominees have not previously been reported to the Board for the record but thirty names were approved by the Board of Regents on May 14, 1976, out of which twenty-five were to be selected by President Harrison.

11. The University of Texas System Cancer Center

Board of Visitors of University Cancer Foundation.
--Authorized Membership 25:

	<u>Term Expires</u>
*Mr. James A. Baker III, Houston	1982
Mr. Max E. Banks, Amarillo	1980
*Mr. Charles C. Butt, Corpus Christi	1980
Mr. Ernest H. Cockrell, Houston	1981
*Mr. Harlan Crow, Dallas	1982
Mr. Roy H. Cullen, Houston	1980
Mr. Ernest Deal, Houston	1980
Mr. Leroy G. Denman, Jr., San Antonio	1980

*Mr. Paul R. Haas, Corpus Christi	1982
Mr. Thad T. Hutcheson, Jr., Houston	1981
Mr. J. K. Jamieson, Houston	1981
*Mr. Richard J. V. Johnson, Houston	1982
Mr. Lenoir Josey, Houston	1980
Mr. Charles H. Leavell, El Paso	1980
Mr. Lewis F. Lyne, Dallas	1981
Mr. Richard Merrill, Houston	1980
Mr. W. D. Noel, Odessa	1981
*Mr. T. Boone Pickens, Jr., Amarillo	1982
Mr. P. H. Robinson, Houston	1980
Mrs. William D. Seybold, Houston	1981
Mr. Robert R. Shelton, Kerrville	1981
*Mr. Larry E. Temple, Austin	1982
Mrs. Camilla D. Trammell, Houston	1981
*Mr. Fred Q. Underwood, Lubbock	1982
Mrs. Wallace S. Wilson, Houston	1981

12. The University of Texas
Health Center at Tyler

Development Board.--The Texas Chest Foundation serves in this capacity. The nominees are not subject to regental approval.

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

Development Board.--Authorized Membership 25:

	<u>Term Expires</u>
*Mr. Morris Atlas, McAllen	1980
*Mr. Bob B. Brinkerhoff, Houston	1982
*Mr. J. P. Bryan, Jr., Houston	1980
*Mr. Charles C. Butt, Corpus Christi	1982
*Mr. Edward Clark, Austin	1982
*Mr. Bob R. Dorsey, Houston	1982
*Judge Joe J. Fisher, Beaumont	1982
*Mr. Jenkins Garrett, Fort Worth	1980
*Mr. Alex H. Halff, San Antonio	1981
*Mr. John Henderson, Lufkin	1982
*Dr. Wayne H. Holtzman, (Ph.D.), Austin	1981
*Mr. Edward Joseph, Austin	1981
*Mr. Max Mandel, Laredo	1980
*Mr. R. W. McKinney, Nacogdoches	1980
*Mrs. Josephine Sparks, Corpus Christi	1982
*Mr. Marshall T. Steves, San Antonio	1982
*Mr. Joe C. Thompson, Jr., Dallas	1981
*Mr. David A. Witts, Dallas	1980
Unfilled Term	1980
Unfilled Term	1980
Unfilled Term	1980
Unfilled Term	1981
Unfilled Term	1981
Unfilled Term	1981
Unfilled Term	1981

III. SCHEDULED MEETINGS AND EVENTS. --Below is a schedule of meetings and events that have been reported to the Office of the Secretary:

Board of Regents' Meetings

December 6-7, 1979, to be held in Austin
 February 28-29, 1980, to be held at U. T. Arlington

Holidays
 (1979)

November 6
 November 22-23
 December 24-26
 December 31

(1980)

January 1
 February 18
 April 4 (one-half day)
 May 26
 June 19
 July 4

Other Event

Jan 26, 1980 Meeting of Galveston
 Medical Branch
 Development Board

1979

OCTOBER
 S M T W T F S
 1 2 3 4 5 6
 7 8 9 10 11 12 13
 14 15 16 17 18 19 20
 21 22 23 24 25 26 27
 28 29 30 31

NOVEMBER
 S M T W T F S
 1 2 3
 4 5 6 7 8 9 10
 11 12 13 14 15 16 17
 18 19 20 21 22 23 24
 25 26 27 28 29 30

DECEMBER
 S M T W T F S
 1
 2 3 4 5 6 7 8
 9 10 11 12 13 14 15
 16 17 18 19 20 21 22
 23 24 25 26 27 28 29
 30 31

1980

JANUARY
 S M T W T F S
 1 2 3 4 5
 6 7 8 9 10 11 12
 13 14 15 16 17 18 19
 20 21 22 23 24 25 26
 27 28 29 30 31

JULY
 S M T W T F S
 1 2 3 4 5
 6 7 8 9 10 11 12
 13 14 15 16 17 18 19
 20 21 22 23 24 25 26
 27 28 29 30 31

FEBRUARY
 S M T W T F S
 1 2
 3 4 5 6 7 8 9
 10 11 12 13 14 15 16
 17 18 19 20 21 22 23
 24 25 26 27 28 29

AUGUST
 S M T W T F S
 1 2
 3 4 5 6 7 8 9
 10 11 12 13 14 15 16
 17 18 19 20 21 22 23
 24 25 26 27 28 29 30
 31

MARCH
 S M T W T F S
 1
 2 3 4 5 6 7 8
 9 10 11 12 13 14 15
 16 17 18 19 20 21 22
 23 24 25 26 27 28 29
 30 31

SEPTEMBER
 S M T W T F S
 1 2 3 4 5 6
 7 8 9 10 11 12 13
 14 15 16 17 18 19 20
 21 22 23 24 25 26 27
 28 29 30

APRIL
 S M T W T F S
 1 2 3 4 5
 6 7 8 9 10 11 12
 13 14 15 16 17 18 19
 20 21 22 23 24 25 26
 27 28 29 30

OCTOBER
 S M T W T F S
 1 2 3 4
 5 6 7 8 9 10 11
 12 13 14 15 16 17 18
 19 20 21 22 23 24 25
 26 27 28 29 30 31

MAY
 S M T W T F S
 1 2 3
 4 5 6 7 8 9 10
 11 12 13 14 15 16 17
 18 19 20 21 22 23 24
 25 26 27 28 29 30 31

NOVEMBER
 S M T W T F S
 1
 2 3 4 5 6 7 8
 9 10 11 12 13 14 15
 16 17 18 19 20 21 22
 23 24 25 26 27 28 29
 30

JUNE
 S M T W T F S
 1 2 3 4 5 6 7
 8 9 10 11 12 13 14
 15 16 17 18 19 20 21
 22 23 24 25 26 27 28
 29 30

DECEMBER
 S M T W T F S
 1 2 3 4 5 6
 7 8 9 10 11 12 13
 14 15 16 17 18 19 20
 21 22 23 24 25 26 27
 28 29 30 31

Football Schedules. --See Page C of W - 31 .

Football Schedules*

1979 Football Schedule for U. T. Arlington

October 20	2:00 p. m.	New Mexico State	at New Mexico State
October 27	7:30 p. m.	Louisiana Tech**	at Louisiana Tech
November 3	7:30 p. m.	Arkansas State**	at Arkansas State
November 10	7:30 p. m.	Southwestern Louisiana**	at Southwestern Louisiana
November 17	2:00 p. m.	Lamar** (Homecoming)	
November 24	2:00 p. m.	Idaho State	

1979 Football Schedule for U. T. Austin

October 20	7:30 p. m.	Arkansas	at Little Rock
October 27	1:30 p. m.	SMU	at Texas Stadium
November 3	2:00 p. m.	Texas Tech	at Austin
November 10	7:30 p. m.	Houston	at Astrodome
November 17	2:00 p. m.	TCU	at Austin
November 24	2:00 p. m.	Baylor	at Austin
December 1	1:30 p. m.	A&M	at College Station

*A schedule has not been furnished for U. T. El Paso
**Southland Conference Game

Committee of the Whole
Executive Session

COMMITTEE OF THE WHOLE - EXECUTIVE SESSION
Pursuant to Vernon's Texas Civil Statutes,
Article 6252-17, Sections 2(e), (f) and (g)

Date: October 12, 1979

Time: Following the Open Session of the Committee of the Whole

Place: Lounge, Student Union Building
Dallas Southwestern Medical School, The University of
Texas Health Science Center at Dallas, Dallas, Texas

	<u>Page</u>
1. Pending or Contemplated Litigation - Section 2(e)	2
2. Land Acquisition and Negotiated Contracts - Section 2(f)	
U. T. System: Acquisition in Travis County, Texas	2
3. Personnel Matter [Section 2(g)] Relating to Appointment, Employment, Evaluation, Assignment, Duties, Discipline, or Dismissal of Officers or Employees	2

Documentation

1. Pending or Contemplated Litigation - Section 2(e)

2. Land Acquisition and Negotiated Contracts - Section 2(f)

U. T. System: Acquisition in Travis County, Texas.--

RECOMMENDATION

Chancellor Walker recommends that authorization be given to negotiate with Hamline University to acquire Hamline's undivided 75% interest in Lots 9, 10, 11, and 12, Block 82, all situated in Austin, Travis County, Texas, subject to the approval of the Coordinating Board.

BACKGROUND INFORMATION

The Board of Regents at their meeting of July 25-26, 1979, accepted a bequest under the will of Hilda F. Rosene Lund for U.T. Austin (Marine Science Institute) of an undivided 25% interest in Lots 9, 10, 11, and 12, Block 82, all situated in Austin, Travis County, Texas. The remaining 75% undivided interest in these lots was given to Hamline University.

There is a parking lot on part of this property and three buildings, two of which can be used for offices. At the present time System Administration does not have an adequate number of parking spaces in the two garages and it is becoming very difficult to be able to find parking spaces for employees to use. By utilizing the office space on this property, space can be made available in Ashbel Smith Hall for expansion of some of the offices located in that building. The 25% interest of The University of Texas at Austin (Marine Science Institute) will also be acquired if this negotiation is successful.

3. Personnel Matters [Section 2(g)] Relating to Appointment, Employment, Evaluation, Assignment, Duties, Discipline, or Dismissal of Officers or Employees

University Cancer Center: Proposed Appointment to the Robert A. Welch Chair in Chemistry Effective January 1, 1980.--

RECOMMENDATION

President LeMaistre and Chancellor Walker request authorization to offer an appointment to the Robert A. Welch Chair in Chemistry to Dr. Brian J. McCarthy to be effective January 1, 1980. System Administration approval to appoint Dr. McCarthy to a tenure track position and Chairman of the Department of Molecular Chemistry has been granted, and President LeMaistre wishes to offer him an appointment to the Robert A. Welch Chair in Chemistry as a part of the initial appointment offer. This Chair was established by the Board of Regents on September 14, 1973. Dr. McCarthy would be the first holder of the Chair. The appointment of Dr. McCarthy has been approved by the trustees of the Welch Foundation and his appointment was recommended by an appropriate faculty committee. Dr. McCarthy's annual salary would be \$55,000, of which \$35,000 would be provided from the Chair's endowment.

BACKGROUND INFORMATION

This nominee, a distinguished biochemist, received his undergraduate and graduate education at the University of Oxford, England and his Ph.D. degree was awarded in 1958 with a major in physical chemistry. He joined the faculty of the University of Washington at Seattle in 1964 and served there until 1972. From 1972 through 1979 he has served as Professor in the Department of Biochemistry and Biophysics at the University of California, San Francisco. He has served on a number of committees of the National Science Foundation and the National Institutes of Health, and in 1967 was awarded the Eli Lilly Award in Microbiology. He serves on the editorial board of five scholarly journals and has published over 140 scholarly papers. This nominee is a distinguished investigator in molecular biochemistry with a specialty in medical genetics.

President LeMaistre's presentation:

September 14, 1979

Chancellor E. D. Walker
The University of Texas System
601 Colorado Street
Austin, Texas 78701

Dear Chancellor Walker:

The Robert A. Welch Chair in Chemistry was created through an agreement of August 10, 1973 between the System Cancer Center and The Robert A. Welch Foundation, with an initial grant of \$150,000.00. Subsequent annual grants to this Chair have increased the endowment for it to \$650,000.00. In addition, the amount of approximately \$202,000.00 has accrued in earnings from this endowment and is available for expenditure in the formal establishment of the Chair.

Many potential applicants have been evaluated over the past few years by a faculty committee for appointment to this Chair. I now wish to recommend Dr. Brian McCarthy for appointment as Professor of Biochemistry and Chairman of the Department of Molecular Chemistry and as holder of The Robert A. Welch Chair in Chemistry. Dr. McCarthy is an outstanding candidate for this position and his appointment has been recommended by the appropriate faculty committee and approved by the Trustees of The Robert A. Welch Foundation. A copy of the Welch Foundation approval letter is attached.

Dr. McCarthy, age 45, has held an appointment as Professor in the Department of Biochemistry and Biophysics of the University of California at San Francisco since 1972. Prior to that appointment, he had a distinguished career at the University of Washington in Seattle and at the Carnegie Institution of Washington in Washington, D.C. He is the author or co-author of approximately 140 scientific papers and presently conducts an outstanding research program in molecular biochemistry with special emphasis on medical genetics at the University of California. As Chairmen of Molecular Chemistry, Dr. McCarthy will head a new department of five scientists conducting research in the fundamentals of genetic chemistry.

I request your approval of this recommendation and that it be submitted as an agenda item to the Board of Regents for

the October 11-12, 1979 meeting for formal approval. The effective date of Dr. McCarthy's appointment will be January 1, 1980 at an annual salary rate of \$55,000.00 of which \$35,000.00 will be paid from available earnings from the Welch Chair Endowment Fund and the remaining \$20,000.00 to come from budgeted general funds.

Please advise me if additional information is required relating to this recommended appointment.

Sincerely,

Charles LeMaistre
Charles A. LeMaistre, M.D.
President

Approval of Trustees of Robert A. Welch Foundation:

July 24, 1979

Dr. William Shive
The University of Texas at Austin
Department of Chemistry
Austin, Texas 78712

Dear Dr. Shive:

This is to advise that the Trustees of The Robert A. Welch Foundation have approved the following as a candidate for The Robert A. Welch Foundation Chair in Chemistry at the University of Texas M.D. Anderson Hospital and Tumor Institute.

Dr. Brain J. McCarthy, University of California at San Francisco

We sincerely hope that you will be successful in filling the Welch Chair at M.D. Anderson Hospital and Tumor Institute.

Very truly yours,



Jack S. Josey
President

Meeting of the Board

(continued)

MEETING OF THE BOARD OF REGENTS
of
THE UNIVERSITY OF TEXAS SYSTEM

Date: October 12, 1979

Time: Following Completion of All Committee Meetings

Place: Lounge, Student Union Building
Dallas Southwestern Medical School, The University of
Texas Health Science Center at Dallas, Dallas, Texas

A. -H. (Pages B of R 1 - 2)

I. RECONVENE

J. REPORTS OF STANDING COMMITTEES

1. System Administration Committee
by Committee Chairman Sterling
2. Academic and Developmental Affairs Committee
by Committee Chairman (Mrs.) Blumberg
3. Buildings and Grounds Committee
by Committee Chairman Law
4. Health Affairs Committee
by Committee Chairman Fly
5. Land and Investment Committee
by Committee Chairman Hay

K. REPORT OF BOARD FOR LEASE OF UNIVERSITY LANDS

L. REPORTS OF SPECIAL COMMITTEES, IF ANY

M. REPORT OF COMMITTEE OF THE WHOLE - OPEN SESSION
by Chairman Williams

N. CONSIDERATION OF THE ITEMS REFERRED TO EXECUTIVE
SESSION OF THE COMMITTEE OF THE WHOLE. --Chairman Williams
will report the items discussed in the Executive Session of the Com-
mittee of the Whole pursuant to V. T. C. S., Article 6252-17,
Sections 2(e), (f) and (g) and ask for action thereon, if any:

1. Pending or Contemplated Litigation - Section 2(e)
2. Land Acquisition and Negotiated Contracts - Section 2(f)
U. T. System: Acquisition of Property, Austin, Texas
3. Personnel Matters [Section 2(g)] Relating to Appointment
Employment, Evaluation, Assignment, Duties, Discipline,
or Dismissal of Officers or Employees

O. OTHER MATTERS

Appointments of Committees, If Any

P. ADJOURNMENT